

Chapter 13
SOLID WASTE and RECYCLING

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13.01 DEFINITIONS

In addition to the definitions found in Appendix A of this Code, the following definitions are applicable to this Chapter.

Contract and contractor: The current or extended contract between the Village and the contractor.

Commercial scavenger license: A license issued by the Village for the collection of commercial waste and recyclable materials.

Commercial scavenger licensee: Any refuse collection firm licensed by the Village providing removal of commercial waste, refuse and recyclable materials from stores, offices, industries, hotels, restaurants, hospitals, healthcare facilities, and other places. The firm is responsible for delivering the collected material to a State permitted transfer station or landfill.

Commercial waste: Generated by businesses, offices, restaurants, retailers, and institutions located in or as part of commercial buildings, not included in the definition of a residential unit as defined herein; includes combustible trash, including, but not limited to, paper cartons, boxes, barrels, wood, packaging material, wood furniture, bedding; non-combustible trash, including but not limited to, food waste, metals, tin cans, metal furniture, glass crockery, other mineral waste or street refuse. This does not include construction and demolition debris as defined herein.

Construction and demolition debris: Waste materials from interior and exterior construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials; cabinets; carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials.

Household garbage: All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e., cans, metalware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household), empty cartons and crates, discarded toys, discarded clothing and furniture, and similar materials.

Household garbage shall not include waste from any manufacturing process, construction mate-

rial, broken concrete, lumber, large rocks, or other similar material.

Recyclables: (Also referred to as recyclable materials.) Materials that have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream.

Recyclable materials shall include aluminum cans, tin/steel bi-metal cans, colored and clear glass bottles, high-density polyethylene (HDPE) and polyethylene terephthalate (PET) plastic containers, newspaper, magazines, catalogs, telephone directories, corrugated cardboard, chipboard, six-pack rings, and any other items the Village and the contractor agree to recycle in the future.

Recycling bin: A plastic 20-gallon container used solely for the collection of recyclable materials.

Recycling cart: A plastic 64-gallon container with an attached lid and wheels used solely for the collection of recyclable materials.

Recycling cart program: The Village recycling program initiated by the Village for the purpose of encouraging recycling and the use of the recycling carts.

Refuse: Household garbage, household construction and demolition debris, white goods, and bulk materials.

Refuse container: Refuse container shall include:

Garbage can: A plastic or galvanized metal can of a capacity not less than 4 gallons and not to exceed 34 gallons in size. No garbage can shall exceed 50 pounds in weight when filled.

Garbage bag: A plastic bag of a capacity not to exceed 33 gallons in size and 50 pounds in weight when filled.

Toter: A wheeled, plastic container with a tight-fitting top, not to exceed 90 gallons in size, requiring a semi-automatic lifting mechanism for collection. All toters must be approved by and/or supplied by the contractor for an additional monthly collection charge.

Residential unit: An individual living unit, including, without limitation, single-family detached, single-family attached, and multiple-family dwelling units.

Soft landscape waste: Grass and garden clippings, leaves, pruning of small diameter green stemmed shrubs, weeds, plant materials, etc.

White goods: Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerants gas, PCB-containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

Yard waste: Hard landscape waste and soft landscape waste.

Yard waste containers: Yard waste container shall include:

Garbage can: A plastic or galvanized metal can of a capacity not less than 4 gallons and not to exceed 34 gallons in size. No garbage can shall exceed 50 pounds in weight when filled.

Kraft paper bag: A special biodegradable paper bag, not to exceed 33 gallons in size, that will shred and degrade quickly in the composting process.

Bundle: Any material allowed under the definition of hard landscape waste such as limbs, branches, or other loose items that do not exceed 4 feet in length and 50 pounds in weight. Each branch shall not exceed 2 inches in diameter, with the total diameter of the bundle not to exceed 18 inches.

13.02 CURBSIDE SOLID WASTE and RECYCLING COLLECTION

A. All single-family detached, single-family attached, and multiple-family dwelling units shall be subject to this Section.

B. All household garbage, refuse, and recycling generated in each dwelling unit in the Village shall be picked up only by the contractor in Village-approved containers. Collection shall be made at the curbside from every dwelling unit between the hours of 7 a.m. and 7 p.m. on the designated collection day for that dwelling unit.

C. All refuse shall be placed in Village approved refuse containers and shall not be left in piles on the ground. Each stop may have an unlimited number of approved containers. Household construction and demolition debris and move-in or move-out cleanup rubbish shall be removed pursuant to the contract between the Village and contractor.

D. Yard waste collection shall be provided by the contractor pursuant to the contract between the Village and the contractor. Yard waste shall only be placed in yard waste containers and shall not be left on the ground.

E. Recycling: Recyclables shall be prepared and separated from other refuse as required and shall be collected by the contractor. Recyclables shall be placed in a recycling cart or recycling bin at the curbside to be collected at times designated by the Village or shall be taken to a recycling facility.

From time of placement of recyclables at the curb or in recycling bins or carts, those items shall become the property of the Village or the contractor. It shall be a violation of this Section for any person unauthorized by the Village to collect or pick up or cause to be collected or picked up any such items. Any and each such collection in violation hereof from one or more locations shall constitute a separate and distinct offense punishable as hereinafter provided.

F. White Goods: The collection of white goods shall be pursuant to the Illinois Compiled Statutes and the contract between the Village and the contractor.

G. Cost: Unless otherwise provided for in the contract, the cost of the services pro-

vided in this Section shall be the responsibility of individual property owners.

H. Violation and Penalty: Any person who violates or neglects to comply with any provision of this Section, or any regulation promulgated pursuant thereto, shall, upon conviction thereof, be punishable by a fine found in Appendix B.

13.03 DUTIES OF CUSTOMERS

A. Location for Collection: All household garbage, refuse, yard waste, and recyclables shall be placed immediately behind the curbside. When a conflict arises concerning a specific location, the Village shall have the exclusive right to determine the final collection point for the property in question.

B. Preparing Materials: It is the responsibility of the customer to properly bag, bundle, and tag all garbage, refuse, yard waste, and recyclables as provided in the contract.

13.04 DUTIES OF HAULER

A. This Section shall apply to the Village's selected residential garbage, yard waste, and recycling hauler, as well as any haulers servicing business, commercial, and/or manufacturing companies within the Village.

B. Hours: Collections shall be made between the hours of 7 a.m. and 7 p.m. the day collection is scheduled for a particular area, subject to such modifications as the Village may require or grant. All collections shall be made as quietly as possible.

C. Litter: The hauler shall not litter material or truck fluids on premises in the process of making collections.

D. When the residential hauler encounters refuse or recyclable materials at curbside that have been improperly bagged, bundled, or tagged, the following procedure shall apply:

1. On the first occurrence, the hauler shall collect all materials and either process them for recycling or dispose of them properly. The hauler shall complete a notice of violation, approved by the Village, noting the problems and leave the notice with the customer. The address and date of the violation shall be documented.
2. Upon any second and subsequent occurrence by the same customer, the hauler shall leave the improperly bagged, bundled, or tagged refuse or recyclables at the curbside, collecting any properly prepared materials and leave a notice of the violation, approved by the Village, noting the violation with the customer. The date and address of the violation shall be documented, and the Village will be notified of such violation.
3. The hauler shall supply the required documentation to the Village as requested.

E. Cleanup on Route: All materials collected by the hauler shall be so contained, tied,

or enclosed that leaking, spilling, or blowing of litter or fluids is prevented. In the event of any leaking, spilling, or blowing of litter or fluids occurring on the parkway, street, or alley, the hauler shall immediately clean up the litter or fluids. Each vehicle shall be equipped with at least one broom and one shovel for use in cleaning up material. If such litter or fluids are not cleaned up by the hauler within 6 hours after such notice (verbal or written) from the Village, the Village may clean up same and assess the cost of such cleanup to the hauler.

F. Disposal: All refuse and yard waste collected shall be removed and disposed of in accordance with all applicable statutes, laws, ordinances, rules, and regulations. Disposal site, compost site, or facilities shall be licensed and approved by the IEPA or the Wisconsin Department of Natural Resources and any other state requiring licensing for the disposal of refuse, recyclables, and yard waste. Evidence of such licenses and approval shall be provided to the Village upon request. All recyclables collected in accordance with the terms hereof shall be removed and shall be recycled in accordance with all applicable statutes, laws, ordinances, rules, and regulations. Under no circumstances shall recyclables be landfilled unless authorization in writing to do so is given by the Village and at no cost to the Village. The hauler shall be responsible for storing recyclables until properly disposed of and at no cost to the Village.

G. Hauler's Personnel:

1. The haulers shall assign a qualified person or persons to supervise their operation in the Village and shall provide such supervisor's name, address, and telephone number to the Village upon request.
2. All collection employees shall be required to wear a uniform. Said uniform, shirt, or jacket shall clearly indicate the employee is employed by the hauler.
3. Each employee driving a vehicle shall, at all times, carry a valid operator's license for the type of vehicle said employee is driving.
4. No person shall be denied employment by the hauler for reasons of race, creed, sex, or national origin.

H. Compliance with Laws: The hauler shall conduct operations in compliance with all applicable federal, State and local laws, ordinances, rules, and regulations.

I. Collection Equipment: The hauler shall provide an adequate number of vehicles subject to the approval of the Manager for regular collection of refuse, recyclables, and yard waste. All vehicles shall be kept in good repair and appearance and maintained in a sanitary condition at all times. Each vehicle shall have the name, a vehicle identification number, a toll-free and/or local phone number of the hauler visible on each side. Vehicles shall be repaired by the hauler within 10 business days of a reported incident or of knowledge by the hauler.

J. Other requirements applicable to the Village's residential hauler apply as found in the contract.

13.05 SANITARY LANDFILL

A. Consent of Village: No license or permit to operate a sanitary landfill or otherwise place or dump garbage not originating in the Village within the Village, or within 1 mile of the corporate limits shall be issued unless the provisions of 740 ILCS 55/221a are complied with.

B. License Required: It shall be unlawful to maintain or operate a sanitary landfill or any place for the disposal of garbage or refuse anywhere in the municipality or within 1 mile of the corporate limits without first receiving a license therefore, and it shall be unlawful to maintain, operate, or permit the maintenance or operation of any such place in violation of any provision of this Chapter.

The annual fee for such license shall be set by the Village Board from time to time. No such license shall be issued except on direction by the Village Board.

C. Bond: No license shall be issued or effective unless there is on file with the Clerk a cash bond or a bond with a corporate surety in a penal amount as set from time to time by the Village Board to assure that:

1. The licensee, his agents, and employees will comply with all of the terms, conditions, provision requirements, and specifications contained in this Chapter.
2. The licensee, his agents, and employees will faithfully operate the sanitary landfill for which the permit is issued in accordance with the provisions of this Chapter.
3. The licensee, his agents, and employees will save harmless the Village from any expense incurred through the failure of the permittee, his agents, and employees to operate and maintain the sanitary landfill as required by this Chapter, including any expense the Village may incur for correcting any condition or violation of this Chapter by the Village's own labor and equipment, whenever the President determines it is necessary for the Village to correct any condition in violation of this Chapter, and will save harmless the Village from any damages growing out of the negligence of the licensee or his agents or employees.

Before acceptance, all bonds shall be approved by the Village Board. If a corporate bond is offered, it shall be executed by a company authorized to transact business in the State as a surety. If a cash bond is offered, it shall be deposited with the Treasurer who shall give his official receipt therefore, reciting that the cash has been deposited in compliance with and subject to the provisions of this Chapter.

D. License Application, Investigation: Applications for such licenses shall be filed with the Clerk and shall contain a description and plat of land on which the disposal of refuse is proposed; a description of the sequence and plan of operation; availability of the equipment for water supply; type and capacity of equipment to be used for operations; plans for fire, nuisance, and vermin control; existing and proposed roadways and easements; existing topography and water-courses, together with a diagram and written statement explaining the proposed location and extent of earthwork and fill operations, proposed equipment and estimated daily or weekly volume of garbage and refuse, and such other information as may be required by the Village Board.

The Manager shall examine the premises and shall coordinate his investigation with the applicable county health department to determine whether the issuance of the license would or would not violate the health regulations of the counties or would, in any way, create a hazard or menace to the people of the Village and shall make a report giving his recommendations to the Village Board.

E. Landfill Regulations: In the operation or maintenance of any place for the disposal of garbage in the Village, or within 1 mile of the Village limits, the following rules and regulations shall be complied with:

1. All garbage or other refuse shall be thoroughly compacted by equipment of a size and weight capable of producing a downward or ground pressure of at least 5 pounds per square inch. Such equipment shall have sufficient weight and capacity to carry out all necessary operations to the satisfaction of the enforcement officer. Sufficient auxiliary equipment shall be maintained on the site or otherwise available to permit operation in case of a breakdown.
2. Mixed refuse material shall be spread out on the working face of the landfill so the depth does not exceed a maximum depth of 2 feet prior to its compaction.
3. The areas shall be continually policed to prevent fire and the blowing of papers, shall be neat and sanitary at all times, and shall be covered at the end of each day's operation, as well as when wind conditions warrant it throughout the day, with sufficient material to prevent blowing papers and unsightly conditions. The size of the active face on which refuse is being currently deposited shall be kept to a minimum.
4. Cover material shall consist of earth, loam, clay, sand, etc., or a mixture of at least 50 percent earth and other inert materials, such as ashes, cinders, or gravel. A minimum depth of 12 inches of compacted cover and spread cover material shall be kept on all inactive faces of the landfill at all times. The active faces of the landfill should be covered at the end of each day's operation with at least 6 inches, before compaction, of cover material.
5. When the fill has been brought up to 2 feet below the desired finished grade, it shall be covered with at least 24 inches of compacted cover material, graded, and seeded in such a manner that prevents erosion.
6. Where the trench system of sanitary landfill is used, successive parallel trenches must be at least 2 feet apart.
7. All garbage and refuse material existing on the site at the time the permit is issued, whether in the form of an open dump or any other form, shall be collected, compacted, and covered with cover material at least 1 foot in depth if below the desired finished grade or, with inert material, at least 2 feet in depth at the finished grade. This cover operation shall be completed

within 15 working days after the issuance of a special permit for a sanitary landfill.

8. The licensee or operator shall erect such temporary or permanent fences or take such other measures as may be necessary to control blowing of paper and other materials from the landfill.
9. Any materials salvaged from the fill must be stored in a building on or off the site in such a manner as to prevent rat harborage and permit proper operation of the landfill. Such storage building must be at least 200 feet from the working surface so it does not interfere with the compacting and covering. All salvaged material must be placed daily within the building provided so that none is left uncovered during the night or on weekends.
10. No materials deposited in the landfill shall be burned there or anywhere in the Village.
11. Adequate firefighting equipment shall be available at all times on the site.
12. No sanitary landfill operation shall be placed where seepage, drainage, or pumping of any material from the fill, of such a nature that would constitute an odor nuisance or health hazard, flows into a watercourse unless provisions are made to treat such effluent in such a manner that it is purified to acceptable standards set forth by the Illinois Pollution Control Board.
13. The licensee shall provide an access road, approved by the Manager, that is passable in all types of weather conditions to the landfill site.
14. The license holder shall have available necessary equipment to assure that traffic may be maintained on the access road or roads during periods of heavy rain or snowfall. The license holder shall also take precautions to eliminate excess dust in dry weather during operation of the landfill.
15. Insects and rodents on the landfill site shall be controlled and exterminated as directed by the Manager.

13.06 DUMPING REFUSE OR GARBAGE

A. It shall be unlawful to dispose of any refuse or garbage except as provided in this Chapter. Without permission from the owner or lessee, no person, firm, or corporation shall deposit garbage or refuse of any kind in garbage collection or storage facilities within the Village that are leased or owned by others, or that have been placed in a particular location for the use of individuals or businesses residing, or doing business, at such locations.

B. Village Trash Receptacles: It shall be unlawful for any person, firm, or corporation to deposit garbage bags or other containers in those public access trash receptacles located throughout the Village. These receptacles shall be used solely by pedestrians where said receptacles are located.

C. Personal Mail: The discovery of personal mail within a closed garbage bag or other container shall constitute prima facie evidence that the addressee of the personal mail was responsible for depositing the closed garbage bag or other container in a trash receptacle or other garbage storage facility.

D. Penalty: Any person, firm or corporation violating this Section shall be liable for the cost of removal of the foreign matter and be subject to a fine in accordance with Appendix B, plus the Village's cost of prosecution including reasonable attorneys' fees. Each day that the violation continues shall be considered a separate offense.

13.07 **ELECTRONIC WASTE**

Electronic waste must be disposed of in a manner prescribed by the Electronic Products Recycling and Reuse Act (415 ILCS 150/1 *et seq.*).

13.08 **COMMERCIAL SCAVENGERS**

A. License Required: It shall be unlawful for any person, firm or corporation or other entity to engage in the business of scavenging or recycling, or the collection or disposal of commercial waste, refuse or recycling materials without first having secured a commercial scavenger license from the Village as provided in this Section.

B. Application:

1. Commercial scavenger licenses shall be effective from January 1 to December 31 of the following year. The annual fee for a commercial scavenger license shall be pursuant to Appendix B. The fee is nonrefundable and shall be applicable irrespective of when an applicant submits an application for a commercial scavenger license.
2. There is no limit on the number of commercial scavenger licenses that may be issued by the Village. Applications for such licenses shall be made to the Clerk on forms and in a manner prescribed by the Clerk. Commercial scavenger licenses shall be issued only upon the order of the Manager.
3. The Manager shall have the right to deny a commercial scavenger license to an applicant in the absence of reasonable proof necessary to evidence the applicant's ability to comply with, or past compliance with, the provisions of this Chapter or any other code provision or ordinance of the Village.
4. A commercial scavenger licensee shall provide the Village, within 14 business days of the Village's request, with copies of records pertaining to their collection of commercial waste, refuse, recyclable materials, and landscape waste within the Village, including, but not limited to, vehicle information, the addresses of Village customers, receipts, and complaints.

C. Insurance Prerequisites: No license which has been otherwise approved shall be issued until the scavenger has filed with the Manager a certificate or other evidence that the scaven-

ger carries insurance of the following types of at least the limits specified below:

1. Workers' Compensation Insurance as prescribed by the laws of the State.
2. Employers' Liability Insurance, with limits of not less than \$1,000,000.00 per occurrence.
3. Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance, with limits of not less than \$1,000,000.00 for property damages; \$1,000,000.00 for bodily injury or death of any one person, and \$2,000,000.00 coverage per occurrence.

The licensee shall include the Village, its officers, employees, and agents as additional named insured on any of the foregoing policies.

D. Equipment: The licensee shall furnish the Village a complete list of the vehicles to be used in the execution of the contract. All vehicles shall display the name of the person, firm, or corporation, a local phone number, and a vehicle identification number which are clearly visible on both sides.

All vehicles shall be fully enclosed, leak proof, and operated in such a way that no refuse recyclables, or yard waste can leak, spill or blow off the vehicle. In the event any refuse, recyclables, yard waste, or hydraulic fluid shall leak, spill, or blow off a vehicle as the result of the vehicle operator's failure to properly monitor the load or to close openings, the licensee shall be responsible for the immediate collection and of the litter. In addition, the licensee must restore any site damage caused by either operator or vehicle failure, including but not limited to hydraulic fluid leaks, to original condition of the site, even if damage is not realized immediately due to weather conditions.

The Village reserves the right to inspect the licensee's equipment solely for the purpose of determining compliance with the license.

E. Bond: Prior to the issuance of any license, the licensee shall file with the Village a performance bond in the amount listed in Appendix B with sureties, in a form acceptable to the Village.

F. Assignment: Any license issued under this Code shall not be assignable or transferable by the licensee or by operation of law or otherwise. Nor may the licensee sublet or contract out any part of the work to be performed by the scavenger.

G. Recycling Services: The licensee is required to offer recycling services to customers in the Village. The licensee shall provide the Village, within 14 business days of Village's request, the scope and specifications of the licensee's recycling services

H. Penalties: All penalties pursuant to this Section shall be pursuant to Appendix B of this Code.

13.09 ENFORCEMENT

The Manager shall be charged with the enforcement of this Chapter and shall make any inspection necessary to that end.

13.10 REVOCATION OF LICENSE

Any license issued under the provisions of this Chapter may be revoked by the President for any violation of any law or ordinance pertaining to the operation or maintenance of such establishment.