

Chapter 10
REFUSE, RECYCLING AND YARD WASTE REGULATIONS

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10.01 DEFINITIONS

In addition to the definitions found in Appendix A of this Code, and unless the context clearly requires otherwise, the words and terms listed, whether capitalized or not, shall have the meanings ascribed to them in this Chapter 10.

Bulky Waste: Furniture, business or office equipment, hand-held appliances, recreational equipment, household equipment, floor coverings not to exceed six feet in length and three feet in diameter and other waste materials other than construction and demolition debris, dead animals, hazardous waste and white goods.

Commercial Waste: Waste material resulting from the operation of business enterprises, retailers, offices and institutions, including food stores.

Construction and Demolition Debris, or Debris: Waste material resulting from building construction, alteration, demolition or repair, and dirt from excavations.

Co-collection: The recycling method of commingling bagged recyclables with refuse in the same collection vehicle (also known as the “blue bag” method).

Curbside: Off the street pavement and within five feet thereof, regardless of the existence of a curb or curb and gutter combination.

Hazardous Waste: Waste, in any amount, which is defined, characterized or designated as hazardous by the U.S. Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. Hazardous waste also includes motor oil, gasoline, paint and paint cans.

Industrial Waste: Waste material resulting from industrial and manufacturing operations.

Large Household Items: Furniture (including, but not limited to mattresses, box springs, sofas, chairs, tables, bookcases, pianos and other similar items of such category weighing more than 20 pounds) and appliances (including, but not limited to televisions, microwaves, water softeners and other similar items of such category weighing more than 20 pounds). Large household items shall not include White Goods.

Litter: Garbage, refuse, paper, waste material or other such debris or substances placed or allowed to remain on the ground.

Recyclables or Recyclable Materials: Newspaper, other forms of paper, aluminum and steel food and beverage cans, glass containers, plastic containers, and any other materials designated or approved by the Village for recycling by the Village Hauler operating within the Village.

Recycling: The collection and processing of recyclables into raw materials without destruction in a manner that precludes further use of such materials in the manufacturing of new, reusable or reconstituted products. Recycling does not include landfilling, incineration or composting for volume reduction, disposal or energy recovery.

Refuse: All discarded and unwanted materials, including putrescible and non-putrescible household and kitchen wastes, as follows:

1. All rejected or waste food and food residues, including animal, fish, fowl, fruit or vegetable matter, and materials necessarily used for packaging, storing, using, preparing, dealing in and consuming same, and any other similar matter of any nature which are subject to decay, putrefaction, and the generation of noxious or offensive gases or odor, or which, during or after decay, may serve as breeding or feeding material for flies or other germ-carrying insects, commonly defined as "garbage," and
2. All waste materials resulting from the usual routine of domestic housekeeping, including but not limited to aluminum and steel cans; glass containers; plastic containers; crockery and other containers; metal; paper of all types, including newspapers, books, magazines and catalogs; boxes and cartons; cold ashes; furniture, furnishings and fixtures; household appliances of all kinds; textiles and leather; toys and recreational equipment; and similar items; and small amounts of construction materials resulting from do it yourself@-scale household repair, construction or remodeling projects; and
3. For the purposes of this definition, the terms "garbage," "refuse," "rubbish," "trash," "waste," "waste materials" and the like shall be considered synonymous. In addition, for the purposes of this definition, both residential and non-residential properties shall be deemed to be able to generate waste with the characteristics of refuse.

Solid Waste: Waste generated from residential properties; commercial waste; industrial waste; construction and demolition debris; and yard waste.

Source Separation: A process that separates recyclables from other refuse prior to collection for the purpose of recycling such materials.

Stop: Each dwelling unit in the Village for the purpose of defining the extent of the collection service to be provided, and of determining the amount of materials collected.

Village Hauler: Any firm, partnership or corporation engaged in the collection of refuse, debris, yard waste and recyclables under a contract with the Village to provide such services to its residents.

White Goods: Appliances containing hazardous components as defined in 415 ILCS 5/22.28, including, but not limited to stoves, refrigerators, freezers, washing machines, dryers, dishwashers, air conditioners, humidifiers, dehumidifiers, hot water heaters, furnaces and trash compactors.

Yard Waste or Landscape Waste: Waste materials from indoor or outdoor vegetation, gardens and landscape areas, including leaves, grass clippings, branches and other plant materials accumulated as a result of the care of lawns, shrubbery, vines and trees.

10.02 REFUSE, RECYCLING AND YARD WASTE COLLECTION PROGRAM - RESIDENTIAL, GENERALLY *Amended, 2005-11, 2001-40*

A. Program Established: The Village finds that it is good public policy that 1) a common and consistent program of refuse removal under the control of the Village be provided to its residents to provide economies of scale relative to costs, as well as to reduce the wear and tear on its streets caused by the traversing of heavy collection vehicles; and 2) that the amount of solid waste being landfilled should be reduced. Therefore there is hereby established a solid waste collection program that consists of refuse removal, a recycling program for the separation of recyclables from refuse, and a yard waste collection program for all dwelling units in the Village. A single Village Hauler shall therefore be engaged by the Village by contract for such services at any one time. However, recycling participation is not required, and nothing in this Chapter 10 shall be construed to prevent any resident from donating recyclables to any not-for-profit organization or charitable cause in lieu of using the Village recycling program.

B. Scope of Program: All refuse, recyclables and yard waste generated in each dwelling unit in the Village shall be picked up only by the Village Hauler, and all dwelling units shall be required to use the Village Hauler=s services. The Village is responsible for establishing waste hauling service for each dwelling unit. The minimum services of the program shall consist of refuse, recyclables and yard waste collection as provided for in this Chapter 10. Every dwelling unit shall be entitled to once-weekly collection of refuse, recyclables and yard waste (except that yard waste collection shall be seasonal only as established by the Village=s contract with the Village Hauler). Such collections may not all occur on the same day, and the schedule shall be announced to the residents. The number of yard waste items included in the basic weekly service is four. Additional bags or bundles of yard waste items set out for collection in any given week shall be subject to additional cost. That cost shall be determined by means of one official valid pre-paid sticker, exclusively supplied by the Village Hauler and paid for by the resident, which shall be securely and visibly affixed

to the bag or bundle in order for it to be collected. The price of the sticker shall be as established by the Village=s contract with the Village Hauler.

C. Containers: The following containers shall be used for the collection service:

1. Refuse: Containers to be used for pick-up of refuse shall be 65-gallon or 95-gallon toters, which will be provided by the Village Hauler. Residents may obtain additional toters from the Village Hauler at extra cost, to be paid by the resident.
2. Recyclables: 35-gallon toters to be used for the pick-up of recyclable materials shall be provided and distributed by the Village Hauler exclusively, and shall be identified for use with the recyclables collection program only. Recyclables generated by the customer in excess of the capacity of the toter may be placed in open containers that are furnished by the customer. Such extra containers shall be set alongside the toter for collection therefrom.
3. Yard Waste: Containers for yard waste shall be 30-gallon biodegradable "Kraft" brown paper bags specifically designed for yard waste collection.
4. Unapproved Receptacles Prohibited at Curbside: After due notice in a manner and form prescribed by the Village, unapproved or defective receptacles shall be collected as refuse by the Village Hauler if they remain on public property.

D. Specially Contracted Service: The pick-up of white goods, large household items and construction and demolition debris shall not be included in the minimum services, but shall be specifically contracted for between the Village Hauler and the customer. Each stop shall be responsible to pay for any service requested of and provided by the Village Hauler, in addition to the minimum. With respect to white goods, the Village Hauler shall be responsible for the use of collection and disposal methods pursuant to state and federal laws. The cost of such specially contracted collection services shall be governed by the Village=s contract with the Village Hauler.

10.03 **STORAGE AND PREPARATION OF REFUSE, RECYCLABLES, YARD WASTE AND DEBRIS** *Amended, 2005-11*

A. Storage and Preparation of Refuse for Collection: All refuse intended for collection shall be stored in such a manner as to prevent a nuisance. No refuse of any description shall be placed or stored in an uncovered receptacle. Drums shall not be an acceptable container. It shall be the duty of the owner, tenant, occupant or person in control of the premises of all residential dwelling units to maintain such receptacles in good repair and to store refuse properly therein. Burning of refuse or debris in the open or in any fireplace or incinerator shall be prohibited. Refuse shall be deposited in approved containers as described in Section 10.02-C herein, and containers shall be shut or secured in such a fashion so as to prevent any leaking, blowing, spilling or scattering of contents when stored outside. Receptacles shall be permitted to be placed only in rear or side yards for temporary storage of refuse.

B. Waste Accumulation: It shall be unlawful to cause to accumulate in any area, refuse, debris or other solid waste of any kind, or to allow to remain on any premises any solid waste of any kind in such quantities and in such condition to constitute an undesirable nuisance or public health hazard.

C. Yard Waste Accumulation: It shall be unlawful to cause to accumulate any yard waste, including leaves, grass, underbrush, branches or other combustible matter on any property in such quantities and in such condition to constitute an undesirable nuisance, a public health hazard, or a public safety or fire hazard, except in a compost pile as established and maintained in a manner prescribed by the Village.

D. Preparation of Recyclables for Collection: It shall be unlawful for any person within the Village to deposit or place for collection any recyclable materials at the curbside, unless the same be properly prepared in a manner as prescribed by the Village Hauler and as approved by the Village, and placed in a recycling toter as defined in Section 10.02-C herein. The source separation method of recycling shall be employed. The co-collection method of recycling shall be prohibited.

E. Preparation of Yard Waste for Collection: It shall be unlawful for any person within the Village to deposit or place for collection any yard waste at the curbside, unless the same be properly prepared as follows:

1. Yard waste shall be placed in bags approved by the Village and as defined in Section 10.02-C herein. Bags shall not exceed 50 pounds in weight when full. The contents of bags shall not exceed the rim. Bags shall be rolled closed and shall not be sealed with staples or tape of any kind. Items of yard waste that do not fit within the required bag, such as branches, may be placed in bundles not exceeding four feet in length and two feet in diameter and weighing not more than 50 pounds. Such items of yard waste shall be neatly assembled and securely tied with a biodegradable natural fiber cord, twine or string. One correctly-prepared bundle shall be deemed to be the equivalent of one bag. Branches that exceed three inches in diameter shall not be placed in bags or bundles and shall not be collected by the Village Hauler. Customers shall be required to contract with a landscape contractor or utilize the Village brush pick-up program for removal of large branches.
2. Yard waste shall not be commingled with any other refuse or recyclable materials as defined in this Chapter 10.

F. Preparation of Loose Single Items of Debris and Refuse for Collection: It shall be unlawful for any person within the Village to deposit or place for collection any loose and larger single items of debris and refuse at the curbside, unless the same be properly prepared in a manner as prescribed by the Village Hauler and as approved by the Village, such as, but not limited to carpet remnants, sod pieces, earth or rocks, rubble and other items or debris.

G. Hazardous Waste: It shall be unlawful for any person within the Village to deposit or place for collection any hazardous waste.

10.04 **CURBSIDE COLLECTION AND INTERFERENCE** *Amended, 2005-11*

A. Requirements for Curbside Collection:

1. All approved containers for curbside collection of refuse, recyclables and yard waste shall be placed in a location easily accessible to the Village Hauler, as close as possible to the driveway, and within approximately five feet of the edge of the pavement.
2. It shall be unlawful to allow or cause any container of refuse, yard waste or debris to stand open or uncovered at any time. Containers shall be shut or secured in such a fashion so as to prevent any leaking, blowing, spilling or scattering of contents when placed at curbside for collection. Recycling totes or equivalents may stand open or uncovered, but the recyclables shall be secured in such a fashion so as to prevent any blowing, spilling or scattering of contents when placed at curbside for collection.
3. It shall be unlawful to allow or permit any refuse container, yard waste bag or bundle or recycling toter to stand or remain on any parkway, drive, front yard or right-of-way before 7 p.m. on the day preceding pick-up, or after 7 p.m. on the day pick-up is made.

B. Unauthorized Collection or Interference: It shall be unlawful for any person other than the Village Hauler, or the Village or other persons authorized by the Village, to disturb, collect or in any manner interfere with refuse, yard waste, recyclables, debris or white goods placed at the curbside and in public places for collection by the Village Hauler, or to interfere in any manner with any refuse or yard waste receptacle.

C. Unlawful Removal of or Damage to Recyclable Materials: Recyclables set out at the curbside for collection shall become the property of the Village Hauler. It shall be unlawful for any person other than the Village or other persons authorized by the Village to knowingly remove or damage, or cause to be removed or damaged, any recyclables placed in or adjacent to recycling totes for collection by the Village Hauler, or to remove or damage the recycling totes themselves. Any and each such collection in violation hereof from one or more locations shall constitute a separate and distinct offense punishable as hereinafter provided.

D. Unlawful Removal of or Damage to Stickers: When used as part of any contract for solid waste collection services, it shall be unlawful to knowingly obtain or exert unauthorized control over a yard waste sticker, whether by theft, threat, deception or removal from a bag or bundle set out for collection, or to damage same.

E. Collection of White Goods: It shall be unlawful to place white goods at curbside for collection without having made advance arrangements therefor with the Village Hauler.

10.05 **DUTIES OF VILLAGE HAULER** *Amended, 2021-10, 2017-34, 2005-11*

A. Hours: Collections shall be made between the hours of 6 a.m. and 7 p.m. the day collection is scheduled for the Village, subject to such modifications as the Village may require or grant. All collections shall be made as quietly as possible.

B. Litter: The Village Hauler shall not litter material or truck fluids on premises in the process of making collections, but he shall be not required to collect material that has not been placed in approved containers or otherwise deposited in a manner herein provided.

C. Improper Preparation: When the Village Hauler encounters refuse or recyclable materials at curbside that have been improperly bagged, bundled or tagged, the following procedure shall apply:

1. Upon each occurrence by the same customer the Village Hauler shall leave the improperly bagged, bundled or tagged refuse or recyclable materials at the curbside, collecting any properly prepared materials, and leave a Notice of Violation approved by the Village, noting the violation with the customer. The date and address of the violation shall be documented and the Village shall be notified of such violation.
2. The Village Hauler shall supply the required documentation to the Village as requested.

D. Complaints: All customer or citizen complaints shall be considered and disposed of by the Village Hauler within 24 hours. The Village Hauler shall establish and maintain a method for receiving and responding to customer calls and complaints. The Village Hauler's staff shall be knowledgeable and courteous in answering customer information requests and resolving or disposing of customer complaints regarding the collection services.

E. Complaint Log: The Village Hauler shall supply copies of all complaints received from Village customers and/or residents to the Village Manager on a monthly or quarterly basis, as specified by the Village Manager. The log shall be on a form approved by the Village and shall contain the customer name, address and nature of the request or complaint and its disposition by the Village Hauler. The day and the hour on which the complaint was received and the day and hour on which it was resolved shall be indicated. The Village Hauler shall meet with the Village as often as requested by the Village to review customer complaints and resolutions.

F. Clean-up on Route: All materials collected by the Village 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 that occurs on the parkway, street or alley, the Village 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 Village Hauler within six hours after such notice (verbal or written) from the Village, the Village may clean up same and assess the cost of such clean up to the Village Hauler.

G. Title to Wastes: All refuse, recyclable material and yard waste collected by the Village Hauler shall become the sole property of the Village Hauler as soon as the same is picked up or otherwise placed in the Village Hauler's vehicle. All refuse, recyclable material and yard waste may be removed from the curbside only by the Village Hauler or customer.

H. 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 sites, compost sites or facilities shall be licensed and approved by the Illinois Environmental Protection Agency or the Wisconsin Department of Natural Resources and any other State requiring licensing of the disposal of refuse, recyclable materials and yard waste. Evidence of such licenses and approval shall be provided to the Village. All recyclable materials 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 said recyclable materials be landfilled unless authorization in writing to do so is given by the Village, and such landfilling shall be at no cost to the Village. The Village Hauler shall be responsible for storing recycled materials until properly disposed of, and such storage shall be at no cost to the Village.

I. Charges: For the minimum curbside service, the Village Hauler shall charge an amount as set forth in a written agreement between the Village and the Village Hauler. Any owner or occupant shall be jointly and severally liable for payment of lawful charges and shall pay said charges upon demand. Separate billing to an individual customer for the pick-up of other waste, such as construction and demolition debris and white goods, and other specially contracted services, shall be the Hauler's responsibility.

J. Notification Policy, Promotion and Education: The Village Hauler shall:

1. Provide the Village an initial promotional and educational flier, sufficient in number, for its Village customers describing complaint procedures, regulations and date of collection; cost of yard waste pickup; and such other information that the Village requests not later than two weeks prior to the commencement of the services under the agreement.
2. Train employees to deal courteously with customers on the telephone and on collection routes to promote the collection service and explain proper material preparation.
3. Notify the Village and its residents about changes in complaint procedures, rates, regulations and dates of collection. Such notification by the Village Hauler shall occur not less than one month but not more than two months before any such change shall become effective.

K. Collections on Holidays: When the regularly scheduled collection day falls on a holiday, the Village Hauler shall collect the materials on the next business day. The Village Hauler shall provide the Village a list of such holidays and business days.

L. Village Hauler's Personnel:

1. The Village Haulers shall assign a qualified person or persons to supervise its operation in the Village and shall give such supervisors' names, addresses and telephone numbers to the Village.
2. Each employee driving a vehicle shall, at all times, carry a valid operator's license for the type of vehicle he is driving.
4. No person shall be denied employment by the Village Hauler for reasons of race, creed, sex or national origin.

M. Compliance with Laws: The Village Hauler shall conduct operations in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

N. Performance Bond: A performance bond with corporate surety, in the amount of \$100,000.00, shall be provided to the Village guaranteeing that all provisions of the agreement with the Village shall be met by the Village Hauler. In the event of the failure of the Village Hauler to perform the services under its agreement for a seven day period, the Village may declare the agreement at an end and proceed to set such other or substitute agreements as may be necessary to cure the default or breach of the agreement by the Village Hauler.

O. Collection Equipment: The Village Hauler shall provide an adequate number of vehicles subject to the approval of the Village 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 Village Hauler visible on each side. Vehicles shall be repaired by the Village Hauler within 10 business days of a reported incident or of knowledge by the Village Hauler. Vehicles shall enter the Village to begin collections empty.

10.06 DUTIES OF CUSTOMERS *Amended, 2007-17, 2001-40*

A. Location for Pick-Up: All 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 pickup point for the property in question.

B. Preparing Materials: It is the responsibility of the customer to properly bag, bundle and tag, or prepare as applicable, all refuse, recyclables and yard waste as outlined in this Chapter 10.

C. Payment of Bills: Any owner or occupant shall be jointly and severally liable for payment of lawful charges, which shall be pursuant to the waste hauling agreement between the Vil-

lage and the Village Hauler plus a 30 cent per month administrative charge, billed by the Village, and shall pay said charges upon demand. In the event the charges for service are not fully paid within 20 days after issuance of the bills, such charges shall be deemed and are hereby declared to be delinquent, and thereafter such delinquencies shall constitute liens upon the real estate where such service is supplied. Village staff is hereby authorized and directed to file sworn statements showing such delinquencies in the office of the McHenry County Recorder of Deeds. The filing of such statement shall be deemed notice for the payment of such charges for such service.

10.07 ENFORCEMENT *Amended 2021-10, 2017-34*

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

10.08 VIOLATION AND PENALTIES

Any person, firm or corporation who violates or neglects to comply with any provision of this Chapter 10 or any regulation promulgated pursuant thereto, shall, upon conviction thereof, be punishable by a fine of not less than \$50.00 nor more than \$1,000.00 for each offense. A separate offense shall be deemed committed on each day during or on which such violation occurs or continues.