

CHAPTER 21
GARBAGE, LAWN WASTE, RECYCLABLES AND REFUSE¹

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21.01 DEFINITIONS

For purposes of this Chapter 21, terms, whether capitalized or not, used herein are defined as follows:

Approved Containers: Said containers shall include:

1. Garbage Can: a plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity of not less than four gallons and not to exceed 39 gallons, and shall have a tight fitting top (lid).
2. Bundles: paper or plastic bags, cardboard boxes, or any material allowed under the definition of Rubbish, or Household Trash, which do not exceed five feet in length or 50 pounds in weight.
3. Mobile Cart: a container approximately 90 gallons in size that may require a semi-automated lifting mechanism for collection, and approved by and/or supplied by the Contractor for an additional monthly charge.
4. Recycling Container: Includes any hard walled plastic container/bin, or bag which can enclose recyclable materials to prevent spilling by wind or other element when set on the right-of-way for collection.

Bulky Wastes: Large discarded items from residences within the Village, such as boxes, barrels, crates, furniture and other household appliances, except those items which are banned from direct disposal into a landfill.

¹ Established by Ordinance 2000-01-22, 9/25/00

Commercial Trash: Any and all accumulations of paper, rags, excelsior, wooden, paper or cardboard boxes or containers, sweepings and any other accumulation not included under the definition of Industrial Wastes, generated by the operation of stores, offices and other business places. Commercial trash is not included in the scope of the Contract between the Contractor and Village for Residential Collection Services.

Compostable Yard Waste: Any and all accumulations of grass, leaves, branches, shrubs, vines, trees and other similar items generated by the maintenance of lawns, shrubs, gardens and trees. It is permissible for Village residents to burn yard wastes in a safe manner.

Contract: The Contract between the Village and Contractor for Residential Collection Services.

Contractor: The individual, partnership or corporation who or which agrees, for a stipulated sum, to perform the work or service, or to furnish materials or equipment, or both, as set forth in the Contract between the Village and Contractor for Residential Collection Services. The Contractor is the party of the second part to the Contract.

Designated Collection Day: The Contractor shall perform residential collection services on the same day of the week for all Village residents. When the designated collection day falls on a holiday, the Contractor shall collect the materials on the next day. The recognized holidays for the Contractor are January 1, Memorial Day, July 4, Labor Day, Thanksgiving Day and December 25.

Garbage: Discarded materials resulting from the handling, processing, storage, preparation, serving and consumption of food, except for those items which are banned from direct disposal into a landfill.

Household Trash: Any and all accumulations of the material from the operation of a home, which is not included within the definition of Garbage, except for those items which are banned from direct disposal into a landfill. Household trash shall include such things as small automobile parts and building material waste from residential type do-it-yourself projects.

Industrial Wastes: Any and all debris and waste products generated by canning, manufacturing, food processing, land clearing, building construction or alteration (except do-it-yourself projects) and public works type construction projects. Industrial Wastes are not included in the scope of the contract between the Contractor and Village for residential collection services.

Performance bond: The form of security approved by the Village and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the contract and will pay all lawful claims.

Recyclable Materials: Aluminum cans, tin/steel/bi-metal cans, newspaper, clear and colored glass bottles/containers, HDPE and PETE plastic beverage containers, and any other items the Village and Contractor agree to recycle in the future.

Residential Collection Services: The weekly collection by the Contractor of all residential refuse,

compostable yard waste, and recyclable materials from all residences located within the Village. The terms and conditions of such services are specified in the Contract and must be in accordance with Chapter 21 of this Code.

Residential Refuse: All garbage, rubbish, household trash and bulky wastes as defined in this Section 21.01.

Rubbish: All non-putrescible solid wastes, including ashes, paper, cardboard, wood (other than compostable yard waste), glass, crockery, cans, bottles, rags, discarded clothing and litter, except those items which are banned from direct disposal into a landfill.

Sanitary Landfill: A type of operation in which refuse is deposited by plan in a pit or excavation of open land, is compacted by force applied by mechanical equipment, and then is covered by a layer of earth, ashes or suitable material.

Surety: The party who is bound with and for the Contractor to ensure the payment of all lawful debts pertaining to and for the acceptance of the contract.

Village: The Village of Bull Valley, McHenry County, Illinois, a municipal corporation acting through the President and Board of Trustees or official designated by the President and Board of Trustees. The Village is the party of the first part to the Contract for residential collection services.

Village Facility: Any Village-operated facility; i.e., Village Hall, Police Department, Public Works garage, parks and recreation facilities, etc.

21.02 RESIDENTIAL COLLECTION SERVICES

A. For the collection of residential refuse, all Village residents must use residential collection services from the approved Contractor pursuant to the terms of a negotiated Contract between the Village and the Contractor.

B. The collection of residential refuse shall only be made at the curbside from each residence between the hours of 6:30 a.m. and 5 p.m. on the Village's Designated Collection Day.

C. Homeowners may contract directly with the Contractor for backdoor pickup and the collection of compostable yard waste. Compostable yard waste collections will be available from April 1st to December 1st.

D. Commercial businesses, builders, remodelers, general contractors and subcontractors may contract separately for collection services from any waste hauler, including the Contractor.

E. Cost: The Contractor shall bill each residential customer separately and be responsible for the collection of same.

21.03 RECYCLING

A. Recycling Program Established: There is hereby established a recycling program for the separating of recyclable materials from garbage and rubbish for all residences located within the Village.

B. Separation of Recyclables and Placement for Removal: Recyclable materials must be separated from other refuse as required, and shall be collected by the Contractor. Recyclable materials shall be placed in an approved recycling container at the curbside to be collected on the Designated Collection Day.

C. Additional Methods of Disposal: Any person may donate recyclable materials to any not-for-profit organization.

21.04 DUTIES OF CONTRACTOR

A. Hours and Days of Service: Collections shall be made between the hours of 6:30 a.m. and 5 p.m. on the designated collection day, subject to such modifications as the Village may require or grant. When the designated collection day falls on a holiday, the Contractor shall collect the materials on the next day. The recognized holidays for the Contractor are January 1, Memorial Day, July 4, Labor Day, Thanksgiving Day and December 25. All collections shall be made as quietly as possible.

B. Location for Pick-Up: The Contractor shall not be required to collect residential refuse, recyclable materials or compostable yard waste unless it is placed at the curbside.

C. Disputes: Where any dispute arises between a resident and the Contractor as to the manner or placing of approved containers for collection, or the nature of the Contract or the like, the Contractor agrees that in the specific instance, that collection will be immediately made even though, in its opinion, it is improperly placed or contained; and that it will immediately report the same to the resident so the two may adjust the situation, if possible, before additional collection becomes necessary. It is the intent of this subsection that disputes and disagreements between residents and Contractor's employees are avoided and mutual discussion between the Contractor and residents take place.

D. Meetings: In the interest of maintaining the best possible service under the provisions of the Contract, the Contractor shall hold monthly meetings with its employees for the first 12 months of the Contract in order to discuss and correct service deficiencies reported by residents or the Village. After the first 12 months, meetings will be held on an as needed basis during the remaining period of the Contract.

E. Clean-up on Route: The Contractor shall not be required to collect refuse that has not been placed in approved containers or otherwise deposited in a manner herein provided. All materials collected by the Contractor 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 occurs on the street, the Contractor 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 Contractor within six hours after such notice (verbal or written) from the Village, the Village may clean up same and assess the cost to such clean up to the Contractor.

F. Title to Wastes: All residential refuse and recyclable materials collected by the Contractor shall become the sole property of the Contractor as soon as the same is picked up or otherwise placed in the Contractor's vehicle. All residential refuse and recyclable materials may be removed from the curbside only by the Contractor or customer.

G. Disposal: All residential refuse and compostable 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 Illinois Environmental Protection Agency or the Wisconsin Department of Natural Resources and any other state requiring licensing of the disposal of residential refuse, recyclable materials and compostable yard waste. Evidence of such licenses and approval shall be provided to the Village upon request. 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 at no cost to the Village. The Contractor shall be responsible for storing recycled materials until properly disposed of and at no cost to the Village.

H. Charges and Rates: The Contractor shall bill the charges and rates, per the Contract, directly to the residential customers. There shall be no charge for collection and disposal from Village facilities.

I. Notification Policy, Promotion and Education: The Contractor shall:

1. Provide the Village an initial promotional and educational flier, sufficient in number, for its Village customers describing complaint procedures, regulations, Designated Collection Day, fee schedule and such other information that the Village requests not later than two weeks prior to the commencement of the services under this contract.
2. From time to time, at the request of the Village, advise the Village on promotional and educational material content and presentation.
3. Distribute such promotional and education materials up to a maximum of eight times a year at the request of the Village.
4. Train employees to deal courteously with customers in the promotion of collection service and explanation of proper material preparation.
5. Notify the Village and its residents about changes in complaint procedures and regulations. Such notification by the Contractor shall occur not less than one month but not more than two months before any such change shall be-

come effective.

J. Contractor's Personnel:

1. The Contractor shall assign a qualified person or persons to supervise its operation in the Village and shall give such supervisor's 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 being driven.
3. No person shall be denied employment by the Contractor for reasons of race, creed, sex or national origin.

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

L. Collection Equipment:

1. The Contractor shall furnish all necessary equipment and labor for such collection service and shall, at all times, provide sufficient amount of equipment and labor to maintain a completely adequate service.
2. All residential refuse and compostable yard waste shall be hauled and collected in closed, non-leakable, rear or side loading packer-type motor trucks, equipped with a loading mechanism that is designed in such a way that the entry for refuse into the vehicle's collecting body will be exposed only for the time actually required to deposit the materials as collected along the route.
3. The Contractor will, upon discovery of hazardous waste, notify the Village Police Department and log the location, the hazardous items and time of violation. The Contractor will provide for immediate clean-up of any spills or leaks into streets and alleys.
4. Trucks used for the residential refuse collection, including smaller collection vehicles necessary on narrow streets, shall enter the Village empty and shall be equipped with a broom and shovel for use by the Contractor's personnel.
5. All recyclable materials hauled by the Contractor shall be loaded, contained and hauled so that leaking, spilling and blowing are prevented.
6. The Contractor shall, at all times, keep said equipment in first class working order and condition. The Village shall have the right to require whatever repairs and improvements are necessary to keep said equipment in good working condition and appropriate appearance. The exterior and interior of such

equipment shall be kept thoroughly washed and cleansed with some approved deodorant at all times. All such equipment shall be of uniform design and shall be suitably painted, and each truck numbered in numbers at least six inches high, for identification purposes. The Village reserves the right to require collection vehicles used by the Contractor to have markings on them for the purpose of identification. No political or commercial advertising shall be displayed on said vehicles.

M. Office and Telephone Service: The Contractor shall maintain telephone service through which the Contractor can be contacted. The telephone number shall be plainly denoted on all of the equipment used in the collection of residential refuse, compostable yard waste and recyclable materials. The office shall be equipped with sufficient telephones and personnel to handle incoming calls. This service shall be operated between the hours of 8 a.m. and 5 p.m. Monday through Friday, except during holidays, or as otherwise directed by the Village. The Contractor shall be listed in the telephone directory under the classified section of "Rubbish Removal" and shall respond to all emergency calls approved by the Village.

N. PERFORMANCE BONDS: A performance bond with corporate surety, approved by the Village, shall be provided to the Village guaranteeing all provisions of the Contract shall be met by the Contractor. The bond shall be in the amount of \$200,000. It shall be furnished within 10 days following the award of the Contract. Thereafter, 90 days prior to the anniversary date of the bond, said performance bond shall be renewed by the Contractor for each year of the Contract and shall continue to indemnify the Village against loss resulting from any failure of performance by the Contractor. In the event of the failure of the Contractor to perform the service under the Contract, the Village may declare the Contract at an end and proceed to let such other or substitute franchise contract or contracts as may be deemed by the Village to be necessary to provide such service.

O. Insurance Indemnity and Hold Harmless: The Contractor shall maintain the following insurance coverages throughout the course of the Contract: comprehensive general liability, automobile liability, property damage, worker's compensation and employer's liability and contractual liability. The Contractor shall maintain the policies with limits of not less than \$1,000,000 per coverage.

The Contractor shall have the Village, its officers, agents and employees named as an additional insured under each of the above policies. The Contractor shall deliver to the Village prior to the beginning of the work a Certificate of Insurance showing the above coverages. It is understood that the Village retains the right to seek any and all other remedies available to it notwithstanding the protection provided to it under this Section 21.04-O.

The Contractor agrees to assume all risk of loss and to indemnify and hold harmless the Village, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorney's fees, arising out of the work of the Contractor or his agents, or alleged to arise out of, the negligence of the Village, its officers, agents and employees.

21.05 DUTIES OF CUSTOMERS

A. Location for Pick-Up: All residential refuse, compostable yard waste and recyclable material shall be placed in approved containers 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. Material Preparation: It is the responsibility of the customer to properly bag or bundle all refuse, recyclable materials and compostable yard waste in approved containers.

C. Charges: It is the responsibility of the customer to pay bills issued by the Contractor in a timely manner.

D. Storage of Approved Containers: The storage of approved containers shall be in such a manner so as to be no closer to the streets or public ways than the building setback lines as required under the Zoning Ordinance.

21.06 DUMPING REFUSE OR GARBAGE

A. It shall be unlawful to dispose of any refuse or garbage except as provided in this Chapter.

B. Littering: It shall be unlawful for any person to deposit, place or locate garbage or other similar refuse in any manner so that the same could be blown about or scattered by wind or accessible to animals.

21.07 ENFORCEMENT *Amended, 2011-12-6*

The Police Department shall be charged with the enforcement of this Chapter 21 and shall make any inspection necessary to that end.

21.08 REGISTRATION OF WASTE HAULERS

Any person, firm or corporation who wishes to provide Residential Collection Services in the Village shall be registered with the Village. The annual registration fee shall be \$100 for each person, firm or corporation.

21.09 CONSENT OF VILLAGE

No license or permit to operate a sanitary landfill or otherwise place or dump garbage within the Village or within one mile of the corporate limits shall be issued unless the provisions of the 740 ILCS 55/221a are complied with.

21.10 LICENSE REQUIRED

It shall be unlawful to maintain or operate a sanitary landfill, or any place for the disposal of garbage,

refuse or recyclable materials anywhere in the Village or within one mile of the corporate limits without first receiving a license therefor; 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 21.

The annual fee for such license shall be \$10,000. No such license shall be issued except on direction by the President and Board of Trustees.

21.11 REVOCATION OF LICENSE

Any license issued under the provisions of this Chapter 21 may be revoked by the President for any violation of any law or ordinance pertaining to the operation or maintenance of such establishment.

21.12 VIOLATION, PENALTY *2013-14-06*

Any person who violates or neglects to comply with any provision of this Chapter , or any regulation promulgated pursuant thereto, shall, upon conviction thereof, be punishable by a fine pursuant to Appendix A of this Code and be responsible for the Village's cost of prosecution. Each day that a violation continues shall be considered a separate offense.