

CHAPTER 5
GARBAGE, REFUSE, RECYCLING and YARD WASTE¹

- 7-5-1 Definitions
- 7-5-2 Refuse, Recyclable Material and Yard Waste and Disposal
- 7-5-3 Recycling
- 7-5-4 Duties of Village Hauler
- 7-5-5 Duties of Customers
- 7-5-6 Dumping Refuse or Garbage
- 7-5-7 Dumpster Enclosure Requirements
- 7-5-8 Enforcement
- 7-5-9 Penalties

7-5-1 DEFINITIONS

Terms used in this Chapter 5 of Title 7 are defined as follows:

Agreement: The current agreement between the Village and Village Hauler that has been authorized by the Board of Trustees.

Commercial Customer: Any user other than a single family residence or a duplex.

Curbside: The location off the street or highway pavement and within five feet thereof or along designated alleys.

Demolition Material: Shall include but not be limited to furniture of all kinds; household appliances of all kinds which shall include but not necessary be limited to scrap lumber, masonry and roofing material when repairs or improvements are performed by the homeowner or tenant and not by a home improvement contractor or other third party for hire.

Dwelling Unit: A single family attached and detached residence and duplex.

Hazardous Waste: Dangerous material(s) which are at risk or cause harm such as acid, batteries, medical wastes, pesticides, poisons and nuclear waste.

Household Appliances: Any mechanical devices used in the home that are pre-engineered and delivered to the home to be installed therein for the aid or use of the homeowner. Said devices to include, but not necessarily be limited to, refrigerators, stoves, automatic dishwashers and air conditioning units.

Landscape Waste: Grass, leaves, garden clippings and brush (no more than six inches in diameter and four feet long) and other similar items generated by the maintenance of lawns, shrubs, gardens and trees.

¹ Established by Ordinance No. 563; Amended, Ords. 1998-99-621, 1997-98-606

Recyclable Materials: Material that is separated from refuse for the purpose of recycling, including, but not limited to aluminum cans, tin/steel cans, newspaper, glass bottles, plastics with type number 1 through 4; magazines; chip board; telephone books; catalogues; and junk mail.

Refuse: All household garbage, rubbish and kitchen wastes such as discarded food or food residues and paper used for wrapping the same, books, magazines and boxes contained in an approved container as defined in Section 7-5-2 herein and demolition material.

Residential: Any property that is a single family residence or a duplex use. All other residential uses shall be construed to be commercial.

Stop: Each dwelling unit and commercial customer shall be considered a "stop" for the purpose of defining the extent of the collection service to be provided, and of determining the amount of materials collected (refuse, yard waste and recyclable material).

Village's Own Facilities: Village Hall, Public Works Garage and any other Village buildings that may be obtained or constructed in the future.

Waste Hauler: An independent contractor who has been awarded the contract by the President and Board of Trustees to furnish all labor, materials and equipment to collect garbage, refuse, recyclable material and yard waste in the Village.

7-5-2 REFUSE, RECYCLABLE MATERIAL and YARD WASTE and DISPOSAL PROGRAM

- A. All refuse, yard waste and recyclable material generated in each dwelling unit and commercial unit in the Village shall be picked up only by the Village Hauler. Collection shall be made at curbside or designated alleys from every dwelling unit between the hours of 6:30 a.m. and 7 p.m. the day collection is scheduled for a particular area.
- B. The following containers shall be used for the service:
 - 1. Commercial: Waste Hauler shall provide dumpster containers to those customers requesting them, and recycling bags all of grade and size capable of adequately servicing the customer. All other containers, bags or cans shall be provided by the customer. Waste Hauler shall not be required to haul hazardous materials without Waste Hauler's prior written consent. Hauling of hazardous materials shall be in accordance with all local, county, state and federal regulations.
 - 2. Residential: Residential users may use any container that has a bottom connected to four contiguous sides that is capable of holding refuse as long as said container is not larger than 32 gallons, or, residential users may use 32 gallon bags. In addition, residential users may use garbage totes up to 45 gallons in size.

3. Recyclable Materials: Waste Hauler shall provide two recyclable bags per month for curbside recycling. Any additional recyclable bags will be provided at a cost of \$1.00 per recyclable bag, which shall be paid by the customer.
- C. Specially Contracted Service: The pickup of appliances, home remodeling and repair construction materials shall not be included in the minimum services but shall be specifically contracted between the Village Hauler and 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 appliances, Village Hauler shall be responsible for the proper disposal of all appliances pursuant to state and federal laws.
- E. Cost, Residential:
1. Basic Subscription Service: All customers shall be required to pay \$15.00 per month for Basic Subscription Service, which will cover the cost of picking up two bags, containers or totes (receptacles) as defined in Section 7-5-2 per week.
 2. Special Subscription Service: In addition to the Basic Subscription Service, customers may pay for a Special Subscription Service whereby Waste Hauler shall charge \$3.75 for each excess receptacle that is picked up per month.
 3. In addition to the above charges, \$1.25 shall be charged for each excess receptacle that is picked up by Waste Hauler for those customers who have subscribed to the Basic Subscription Service or Special Subscription Service.
- F. Cost, Commercial: Fees for commercial/dumpster customers shall range from \$7.50 to \$25.00 per cubic yard. Annually the Waste Hauler shall inform the Village of any fee increases.
- G. Landscape Waste Service: The pickup of Landscape Waste shall be arranged between the customer or users and the Waste Hauler. Waste Hauler shall charge \$20.00 per cubic yard of landscape waste.
- H. Waste Hauler shall be responsible for the billing and collection of all charges.

7-5-3 RECYCLING

- A. Program Established: There is hereby established a recycling program for the separating of recyclables from garbage and rubbish for all dwelling units in the Village.
- B. Separation of Recyclables and Placement for Removal: Recyclables shall be prepared and separated from other refuse. Recyclables shall be placed curbside. Any person may donate recyclables to any verified not-for-profit organization.
- C. Collection by Unauthorized Person: From time of placement of recyclables at the curb for collection in accordance with the term hereof, items shall become the property of the Waste

Hauler. It shall be a violation of this Section 7-5-3 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.

- D. 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 of not less than \$25.00 nor more than \$500.00 for each offense. A separate offense shall be deemed committed on each day during or on which such violation occurs or continues.

7-5-4 DUTIES OF VILLAGE HAULER

- A. Hours: Collections shall be made between the hours of 6:30 a.m. and 7 p.m. the day collection is scheduled with the Superintendent of Public Works. 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. 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: The Village Hauler shall establish and maintain an office through which it can be contacted to receive service calls or for the receipt of complaints. It shall be equipped with sufficient telephone lines and shall have a responsible person in charge and shall be open between 8 a.m. and 5 p.m. Monday through Friday and during collection hours on Saturday. All customer or citizen complaints shall be considered and disposed of by the Village Hauler within 48 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 Board on a monthly or quarterly basis, as

specified by the Village Board. 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 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 to 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 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 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 at no cost to the Village. The Village Hauler shall be responsible for storing recycled materials until properly disposed of and at no cost to the Village.
- I. **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 supervisor's names, addresses and telephone numbers to the Village. Information regarding experience shall also be furnished 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.
 - 3. Collection employees shall wear proper clothing.

4. Village Hauler shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or physical and/or mental disability; and further shall examine all job classifications to determine if minorities or females are underutilized and will take appropriate affirmative action to any such underutilization.
- J. Compliance with Laws: The Village Hauler shall conduct operations in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.
- K. Performance Bond: A performance bond with corporate surety or irrevocable letter of credit in the amount of \$25,000.00, shall be provided to the Village guaranteeing that all provisions of the agreement with the Village shall be met by the Village Hauler. The bond shall be furnished within 10 days following the award of the Agreement. Thereafter, 90 days prior to the anniversary date of the bond, said bond shall be renewed by the Village Hauler for each year of the Agreement and shall continue to indemnify the Village against loss resulting from any failure of performance by the Village Hauler. In the event of the failure of the Village Hauler to perform the services under its Agreement for a 10 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.
- L. Collection Equipment: The Village Hauler shall provide an adequate number of vehicles for regular collection of refuse, recyclable material 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 used for collection shall not leak fluids. Any spills or refuse within the Village shall be contained and removed immediately. Vehicles shall be repaired by the Village Hauler within 10 business days of a reported incident or of knowledge by the Village Hauler.

7-5-5 DUTIES OF CUSTOMERS

- A. Location for Pick-Up: All refuse, yard waste and recyclable material 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 all refuse, recyclables and yard waste as outlined in this Chapter 5 of Title 7.

7-5-6 DUMPING REFUSE OR GARBAGE

- A. It shall be unlawful to dispose of any refuse or garbage except as provided in this Chapter 5 of Title 7.

- B. Receptacles Required: It shall be the duty of every owner, or his agent, or the occupant of any house, dwelling or other building in the Village wherein people reside or lodge, or where animal or vegetable food is prepared or served, and at all times, to maintain in good order and repair a separate receptacle to be used for the purpose of depositing garbage and other similar refuse. Such receptacle shall be watertight, made or constructed of metal or plastic and shall be equipped with a close fitting cover.
- C. Deposit on Streets and Property: It shall be unlawful for any person to deposit garbage or other similar refuse in any street, alley or public way. It shall be unlawful for any person to deposit garbage or other similar refuse upon any private property, unless such garbage or other similar refuse shall be placed in a receptacle as hereinabove described, and it shall be unlawful to place such receptacle upon any street, alley or public way.
- D. 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.
- E. Burning: It shall be unlawful for any person to burn or cause to be burned any garbage or similar refuse within the corporate limits of the Village.
- F. Storage of Receptacles: The storage of receptacles 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 Hebron Zoning Ordinance.

7-5-7 DUMPSTER ENCLOSURE REQUIREMENTS *Ord. 1998-91-621*

- A. A dumpster or similar secure bulk container used for the storage of refuse, garbage, grease, trash or similar materials, shall not be located within a required front yard, as defined in Title 5A, Zoning Regulations, of this Code, or between the front of a building and the front property line.
- B. A dumpster or similar bulk container used for the storage of refuse, garbage, grease, trash or similar materials may be located within a required side yard as defined in Title 5A, Zoning Regulations, of this Code, or between the side of a building and the side property line of a lot or parcel. When located within such a yard, the dumpster or container shall be screened, enclosed or otherwise prevented from being directly viewed by the general public or from a public right-of-way. On a corner lot, such a dumpster or container shall not be located within the side yard abutting a street.
- C. A dumpster or similar secure bulk container used for the storage or refuse, garbage, grease, trash or similar materials, may be located within a required rear yard, as defined in Title 5A, Zoning Regulations, of this Code, or between the rear of a building and the rear property line of a lot or parcel. When located within such a yard the dumpster or container shall be prevented from being directly viewed by the general public or from a public right-of-way. If it is in a location that is directly visible to the general public or from a

public right-of-way, it shall be screened, enclosed or otherwise prevented from being publicly viewed.

- D. A dumpster or similar secure bulk container which served a shopping center, business park or similar multi-occupant or multi-structure uses, shall be prevented from being directly viewed by the general public or from a public right-of-way. If it is in a location that is visible to the general public or from a public right-of-way, it shall be screened, enclosed or otherwise prevented from being publicly viewed.
- E. Screening or enclosures of a dumpster or similar container to prevent direct viewing by the general public may consist of a permanent, opaque fence, constructed of wood, metal, masonry or other appropriate material. Such screening or enclosures may be used in conjunction with landscaping materials in order to be more effective. Screening or enclosure materials which do not completely block the view of the dumpster or similar container shall not be used.
- F. Screening or enclosures shall be accessible to both users and waste haulers, and shall be properly maintained and functional.

7-5-8 ENFORCEMENT

The Hebron Police Department shall be charged with the enforcement of this Chapter 5 of Title 7 and shall make any inspection necessary to that end.

7-5-9 PENALTIES

Violation and Penalty: Any person who violates or neglects to comply with any provision of this Chapter 5 of Title 7, or any regulation promulgated pursuant thereto, shall, upon conviction thereof, be punishable by a fine of not more than \$25.00 nor more than \$500.00. A separate offense shall be deemed committed on each day during or on which such violation occurs or continues.