

## CHAPTER 51: GARBAGE AND REFUSE

### Section

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### **§ 51.01 EXCLUSIVE FRANCHISE AGREEMENT REQUIRED:**

- (A) No person firm, corporation, or other entity shall engage in the collection, transporting, processing, storing or disposing of garbage, rubbish, trash, refuse, recyclables, compostables and/or solid waste of any kind from any residence or dwelling, or multi-family residential development within the corporate limits of the Village without first having secured an exclusive franchise agreement with the Village for such purposes, consistent with the provisions of this Chapter, provided however, landscape contractors engaged by any property owner within the Village shall be permitted to and obligated to dispose of the landscape waste generated or collected by their own activities at an Illinois EPA approved site outside of the corporate limits of the Village.
- (B) Periodic scheduled pickup of garbage and refuse from residential units within the Village by any contractor(s) not having an exclusive franchise agreement with the Village is prohibited.
- (C) Owners of dwelling units desiring other or additional collection and removal service not otherwise provided by the exclusive franchise agreement with the Village's contractor will be permitted to do so and may do so by separate agreement with such other contractor.
- (D) To the extent that standardization of the charges for refuse pickup and disposal is possible, particularly in the case of periodic scheduled collection, the service charges will be uniform and standard and shall be set forth in the exclusive franchise agreement between the Village and the contractor.

### **§ 51.02: VILLAGE RESIDENTS REQUIRED TO KEEP REFUSE AND RECYCLING SERVICES IN EFFECT; WHERE TERMINATION OF SERVICE IS PERMITTED; INSPECTION OF PREMISES REQUIRED:**

- (A) All residents and all households within the Village shall comply with all applicable provisions of this Chapter and the then existing exclusive franchise agreement for refuse pickup and disposal between the Village and its exclusive contractor holding such franchise, and any extensions or amendments thereto. Said franchise agreement, as well as any extensions and amendments thereto, are on file with the Village Clerk and, by this reference, are hereby made part of this Chapter as if fully set forth herein.
- (B) The occupants of each dwelling unit within the Village shall be and are required to utilize the refuse service and recycling service provided by the Village's exclusive contractor and to keep such refuse and recycling service in force and effect during the entire term of the Franchise Agreement with the Village's exclusive refuse and recycling contractor. The use by any person(s) of the residential refuse service and/or recycling service of one or more other refuse and recycling contractors is

prohibited. The use by any person(s) of the refuse and/or recycling services of one or more different person(s) or household(s) or of any business located within the Village is likewise prohibited. The burning of garbage on public or private property within the Village is also prohibited.

- (C) No owner, occupant, or former occupant of any residential premises within the Village shall be permitted to terminate any refuse and/or recycling service required to be provided to such household by the Village's exclusive contractor pursuant to the Village's Exclusive Franchise Agreement for regular weekly refuse pick-up, disposal and recycling services without having first secured written approval to do so from the Village Administrator, which approval shall require the payment in advance to the Village of a fee of \$100.00 for the required special inspection of the residential premises in question to confirm that such premises are then vacant and unoccupied. Such a special inspection shall also be required for the termination of such service to any vacant, unoccupied residential premises where that property is being actively marketed for sale or for lease, provided, however, the fee for such inspection shall be waived where such inspection confirms that such residential premises are, in fact, vacant and unoccupied, and the owner(s) and/or former occupant(s) of such residential premises have presented to the Village Administrator, or his or her designee, sufficient evidence, as approved by the Village Administrator or his or her designee, confirming that such residential premises are presently being actively marketed for sale or for lease. For the purpose of this Section, any such special inspection shall be conducted by the Village's Building Inspector or by such other employee or agent of the Village designated by the Village Administrator for this purpose.

(Amd. Ord. 2015-10-21-2, passed October 21, 2015; Amd. Ord. 2016-01-02, passed January 20, 2016)

#### **§ 51.03: COMPENSATION TO THE VILLAGE:**

Collection and disposal services rendered to all Village-owned locations, pursuant to the current applicable exclusive franchise agreement, shall be at no charge to the Village.

#### **§ 51.04: MISCELLANEOUS TERMS:**

- (A) Compliance with Authority. The contractor shall be required to comply at all times with all laws, ordinances, and regulations of the State, Lake and McHenry Counties, and the Village which are applicable to the contractor's work as provided for in the current applicable exclusive franchise agreement.
- (B) Collection Schedule. All residential refuse shall be collected once each week from each single-family residence or multi-family dwelling unit in accordance with the respective terms and provisions of the current applicable exclusive franchise agreement between the Village and contractor.
- (C) Hours of Collection. The contractor shall collect refuse between the hours of 7:00 a.m. and 4:30 p.m.
- (D) Charges for Collection and Disposal Service. The contractor shall conduct all billings and collection of charges for residential refuse collection and disposal services. Each resident or, in the case of apartment buildings, the landlord shall be billed by the contractor on at least a quarterly basis.

- (E) Right to Assign Prohibited. The contractor shall not have the right to assign the franchise or any portion thereof, or any disposal operations to be performed by the contractor as provided in this Chapter and pursuant to the current applicable exclusive franchise agreement between the Village and the contractor.
- (F) Other Specifications. The contractor shall maintain a toll-free telephone number for the receipt of service calls on any business days for a minimum of eight hours per day. Calls shall be received and handled by a human and not an answering machine or other electronic device. All complaints shall be given prompt and courteous attention and the contractor shall investigate any complaints of scheduled collections that were missed. If schedules were missed by the contractor, the contractor shall arrange for the pick-up thereof within 24 hours after the complaint is received.
- (G) Amendments. Any exclusive franchise agreement executed by the Village and a contractor hereunder may be amended from time to time at the option of the Village to comply with any terms of a Joint Waste Management Agency to which the Village belongs or is a member or contracting party.

**§ 51.99 PENALTY:**

Any person, firm, or corporation violating any of the provisions of this Chapter shall be fined not more than \$750 for each offense and each day during which a violation continues shall constitute a separate offense.

(Ord. 5-2-B, passed 9-20-1989; Amd. Ord. 2015-07-02, passed 07-16-2015)