

CHAPTER 6  
REFUSE AND RECYCLABLES

[INCLUDES 1992 ORD., + 1995 + 1998 AMENDMENTS]

3-6-1: Definitions. The following definitions shall apply to this Chapter:

**ADMINISTRATOR** The Village President or his or her designee authorized to administer the franchise for the Village.

**APPROVED CONTAINERS** Containers to be used for the pick-up of compostable materials shall be 33 gallon reusable cans, kraft type disposable bags, or bundles as hereinafter described, but each such can, bag and bundle shall each have a pre-paid sticker attached. Recycling containers shall be used for the pick-up of recyclable materials. Approved containers for garbage shall be 32 gallon capacity bags, metal or plastic cans or similar containers.

**COMPOSTABLE MATERIAL, OR COMPOSTABLES** Grass, garden clippings, and leaves, branches and sticks, providing all such materials are placed in prepaid bags as hereinafter described and not co-mingled with garbage or recyclable materials as herein defined, provided, however, branches and sticks not exceeding one and one-half inches (1 1/2”) in diameter shall be tied in bundles not exceeding four (4) feet in any length and two (2) feet in diameter.

**CURBSIDE** The approved point of collection which shall be within five (5) feet of the edge of the paved street.

**FRANCHISEE** The Village’s exclusively franchised private contractor to provide all residential waste disposal services within the Village authorized by the current exclusive franchise agreement for the collection and disposal of residential garbage and for recycling and landscape waste removal granted by the Village of Holiday Hills.

**GARBAGE OR REFUSE** Garbage or refuse shall include the accumulation of animal, fruit, fish, fowl, vegetable matter resulting from the preparation, use or cooking of food for household consumption. Said residential garbage shall be wrapped in paper or equivalent. Garbage or refuse shall also include household rubbish generally exclusive of dirt, furniture, household furnishings and any refuse resulting from the commercial repair or remodeling of buildings.

**RECYCLING SERVICES** An organized program sponsored by the Village resulting in residents within the corporate limits separating recyclable and compostable materials and placing them curbside or at the designated trash collection point to be collected by the Village or the Village's exclusively franchised private contractor (the Franchisee).

**RECYCLABLE MATERIAL OR RECYCLABLE MATERIALS** Metal cans, certain plastic bottles, newspaper, glass bottles/containers or other materials specified by the Administrator from time to time.

**RECYCLING CONTAINERS** The container provided by the Village to residents for the specific purpose of storing recyclable materials on site and for placing those materials curbside for collection. Exact size, shape and color of said container may vary from time to time, however, recycling containers will be clearly marked for use as a recycling container only.

**VILLAGE** The Village of Holiday Hills, McHenry County, Illinois.

3-6-2: Exclusive Franchise Required: No person shall engage in the enterprise of 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 of Holiday Hills, as said limits exist from time to time, without first having secured an exclusive franchise from the Village for such purposes, consistent with the provisions of this Chapter, provided however, landscape contractors providing service to any property owner or occupant within the Village of Holiday Hills shall be obligated to dispose of the landscape waste generated or collected by their own activities in such development at an Illinois E.P.A. approved site outside of the corporate limits of the Village.

3-6-3: Franchise Agreement: That certain exclusive franchise agreement for the collection and disposal of residential garbage and for recycling and landscape waste removal (the "Franchise Agreement") between the Village and the current franchisee (the "Franchisee") be and the same is hereby approved and the Village President and Village Clerk of the Village are hereby authorized to execute the same in their respective official capacities in two duplicate originals.

3-6-4: Compliance with Exclusive Agreement for the Collection and Disposal of Residential Garbage and for Recycling and Landscape Waste Removal Required: All residents within the Village shall comply with all applicable provisions of the current Franchise Agreement between the Village of Holiday Hills and the Franchisee and any extensions or amendments thereto. Said contract, as well as any extensions and amendments thereto, are on file with the Village Clerk and are hereby made part of this Chapter.

3-6-5: Residents Required to Keep Refuse and Recycling Services in Effect: The occupants of each dwelling unit within the Village shall be required to keep in force and effect and utilize Refuse Service and Recycling Service from the Franchisee during the term of the Franchise Agreement. No burning of garbage on public or private property within the Village shall be permitted.

3-6-6: Recycling Program Established.

- A. Program Established: There is hereby established a Village-wide residential recycling program to be operated by the Village's franchisee private contractor to provide for the separation of certain designated recyclable and compostable materials from normal household refuse and for placement in the containers herein designated. The respective approved containers for recyclables and compostables as designated by this Chapter shall be used for the purpose of storing such materials on site and for the placement of those materials curbside or in the designated trash collection pick-up point on the designated collection day.
- B. Recycling Containers Ownership/Use/Theft: The Franchisee will provide specially labeled recycling containers to each household participating in the recycling program and the Franchisee shall maintain ownership of such containers. However, each household will be responsible for the normal and reasonable care of the container in their possession. The Franchisee will provide replacement containers to households when it is determined by the Franchisee that replacement due to normal wear and tear is warranted. Abuse, theft, and misuse of the containers are prohibited and shall constitute a violation of this Chapter subjecting the violator to the penalties as hereinafter provided.
- C. Placement and Storage of Recycling Containers: Recycling containers shall be stored on the residential premises in conformance with the provisions of this Chapter and may be placed at the designated location for collection only during the times specified in this Chapter.
- D. Unauthorized Removal of Recyclable and Compostable Materials Prohibited: The initial curbside recycling service shall require the separation of recyclables and compostables from normal household refuse for placement in the respective approved containers and collection from the normal collection point on the regular designated pick-up day. The Village and Franchisee may from time to time alter the definition of recyclables and compostables to be separated from the household waste stream and include those materials in the recycling program. Once recyclables and compostables have been placed in or along side the container and set at the curb or other designated

collection location, such materials become the property of the Franchisee and it shall be unlawful for any other persons, firms, or corporations to move, remove or tamper with recyclables or compostables and each such act of moving, removing and/or tampering in violation hereof from one or more locations shall constitute a separate and distinct offense punishable hereinafter provided.

- E. Separation of Recyclables and Compostables and Placement for Removal: Recyclables and compostables shall be prepared and separated from garbage and such garbage, recyclables and compostables shall be placed in approved containers as defined by this Chapter, and shall be collected by the Franchisee. Recyclables and compostables shall be placed at the curbside to be collected at times designated by the Franchisee.
- F. Notwithstanding any other provisions of this Chapter:
  - 1. Any person may donate recyclables and compostables materials to any other person whether operating for profit or not for profit; and
  - 2. Any person may maintain his own compost pile or site so long as such site or pile is not in excess of four (4) square yards in area, is not closer than twenty-five (25) feet to any other residence, and does not constitute a nuisance to surrounding property owners or a threat to the public health and/or safety.

3-6-7: Placing Refuse, Compostables and Recyclables for Pick-up; Time Limitation: No garbage, recyclables, and/or compostables, or any refuse, whether or not in the proper container, shall be placed on any portion of any public or private road, street, or alley, or within twenty-five (25) feet thereof, earlier than twenty-four (24) hours prior to the scheduled time and date for the pick-up of such garbage, recyclables, and/or compostables for said premises and at all other times shall be kept from public view; and any garbage, recyclables, and/or compostables placed earlier than as aforesaid are hereby declared to be a public nuisance. Such a nuisance may be abated at direction of the Village President and the removal of such nuisance shall be at the expense of the owners and residents of the premises in question who shall be jointly liable for the costs of removal and the penalties as hereinafter provided.

3-6-8: Enforcement:

- A. Any person, firm or corporation who shall be found guilty by a court of competent jurisdiction of violating any provision of this Chapter or of failing to comply or any approval of condition of approval, issued under the provisions of this Chapter shall be guilty of a petty offense, punishable by a fine of not less than One Hundred Dollars (\$100.00) and of not more than Seven Hundred Fifty Dollars (\$750.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

- B. Any person, firm or corporation who shall be found guilty by a court of competent jurisdiction of violating a provision of this Chapter or of failing to comply with any requirement thereof, or of violating any permit, any approval, or any directive under the provisions of this Chapter shall, in addition to the fines provided, be obligated to reimburse the Village for its attorneys' fees, Court costs, court reporter costs, and expert witness fees, and all other out-of-pocket costs incurred by the Village in the prosecution of the said violation or violations.
- C. The Village may make application to the Circuit Court for an injunction requiring conformance with this Chapter make such other order as the Court deems necessary to secure compliance with this Chapter.
- D. This Chapter shall not affect any punishment or penalty or any action based on any ordinance of this Village incurred before the effective date of this Chapter, nor any suit, prosecution or proceeding pending at the time of the effective date of this Chapter, for an offense committed or cause of action arising before the effective date of this Chapter.