
**THE VILLAGE OF HOMER GLEN
WILL COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 08-043**

**AN ORDINANCE REGULATING RESIDENTIAL AND
COMMERCIAL REFUSE, RECYCLING AND YARD
WASTE COLLECTION AND PENALTIES FOR ILLEGAL
DUMPING IN THE VILLAGE OF HOMER GLEN, WILL
COUNTY, ILLINOIS**

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**AN ORDINANCE REGULATING RESIDENTIAL AND COMMERCIAL
REFUSE, RECYCLING AND YARD WASTE COLLECTION AND
PENALTIES FOR ILLEGAL DUMPING IN THE VILLAGE OF
HOMER GLEN, WILL COUNTY, ILLINOIS**

Sec. 1 Purpose

The purpose of this ordinance is to regulate and control the accumulation, removal and disposal of refuse, recyclables, and yard waste and to eliminate unhealthy, unsanitary and unsightly conditions in the village.

Sec. 2 Definitions

BULK ITEMS: Any discarded or unwanted large household items such as couches, chairs, mattresses, box springs, bed frames (provided they are broken down into pieces), sofas, tables, bookcases, fixtures, bicycles, sleds, swing sets, and other furniture pieces. Up to 4 rolls of carpeting and padding each (for a total of 8 rolls) shall be considered a single bulk item, provided that each roll is cut and rolled into lengths of 4 feet and properly secured and tied and each roll does not exceed 50 pounds in weight. This definition does not include “white goods” as defined by Illinois Administrative Code IAC Title 35, Section 875.101.

COMMERCIAL COMPACTOR: A fully enclosed metal, watertight receptacle normally supplied by a refuse collection firm.

COMMERCIAL ESTABLISHMENT: Any individual, business or entity of any kind which generates commercial waste, refuse or recyclable materials.

COMMERCIAL GREASE: Waste, fats and oils created by the preparation of food by a food vendor of any size.

COMMERCIAL REFUSE CONTRACTOR: Any refuse collection firm licensed by the village providing removal of commercial waste, refuse and recyclable materials from stores, offices, industries, hotels, restaurants, healthcare facilities, religious and civic organizations, construction work sites and other similar places.

COMMERCIAL REFUSE LICENSE: A license issued by the village for the pick up of commercial waste and recyclable materials.

COMMERCIAL WASTE: Refuse generated by businesses, offices, restaurants, retailers, and institutions located in or as part of commercial

buildings not included in the definition of "residential unit" as defined herein; includes combustible trash, including, but not limited to, paper cartons, boxes, barrels, wood, packaging material, wood furniture, and bedding; noncombustible trash, including, but not limited to, food waste, metals, tin cans, plastic containers, metal furniture, glass, crockery, other mineral waste or street refuse. This does not include "temporary construction roll off containers" as defined herein.

COMMERCIAL WASTE CONTAINER: A tightly covered metal, or plastic, watertight receptacle.

CONTAINERS – RESIDENTIAL:

(a) Wheeled carts provided by the residential refuse contractor serving the Village having a capacity of thirty five (35), sixty five (65) or ninety five (95) gallons.

(b) Metal or plastic containers having tight fitting covers not exceeding thirty two (32) gallons capacity each and not exceeding a total weight when full of fifty (50) pounds each. Every such container shall have secure handles for convenient lifting and carrying.

(c) A container may be a disposable refuse sack or liner of not less than gauge 0.0015 for plastic or 2-ply, fifty (50) pound weight strength extensible kraft paper; and shall not exceed a total weight when full of fifty (50) pounds each.

(d) Multi-yard containers are tightly covered metal or plastic water tight receptacles 2 cubic yards to 8 cubic yards in size.

CPI: The United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for all Urban Consumers (CPI-U) for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin local area (all items 1982-84 = 100).

DISINFECT: Misting the metal, plastic or wood interior of commercial refuse and recycling containers with a bleach and water solution of sufficient strength to destroy harmful bacteria, viruses, etc.

DUMPSTER AREA: The area where commercial waste, refuse, recyclable materials, grease containers, dumpsters or compactors are stored.

GREASE CONTAINER: An enclosed, leak-proof receptacle located inside or outside a food establishment for the storage of commercially generated grease.

IEPA: Illinois Environmental Protection Agency, or successor.

RECYCLABLE MATERIAL: Materials to be discarded that may be marketable recyclable commodities, including green, brown, blue, clear glass food and beverage bottles and jars; steel, aluminum and bi-metal food and beverage containers; paperboard milk, food and laundry refill cartons; drink boxes (aseptic packaging); polyethylene terephthalate (PET, plastic code #1); high density polyethylene (HDPE, plastic code #2); vinyl (V, plastic code #3); low density polyethylene (LDPE, plastic code #4); polypropylene (PP, plastic code #5); other (plastic code #7) plastic food, beverage and household cleaning product containers; formed aluminum containers, trays and pans; aluminum foil; plastic beverage six-pack rings; empty paint and aerosol cans; old corrugated cardboard (OCC); dry and wet strength box board; white, colored, computer and mixed office and school paper; newsprint; Kraft paper bags; "junk mail"; magazines; telephone directories; as well as any other materials designated or approved by the village for recycling by a licensed refuse contractor operating within the village.

REFUSE: The day-to-day accumulations of discarded and unwanted putrescible and nonputrescible household and kitchen wastes, including but not limited to food, food residues and materials necessarily used for packaging, storing, preparing, and consuming same, usually referred to as "garbage," and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping, including but not limited to boxes, cartons, wrapping, crockery, plastic containers, fixtures, and papers and small electronic appliances such as toasters, vacuum cleaners, televisions, and computers. Christmas trees (except during January), wreaths, and other ornamental indoor plants are included in this definition.

RESIDENTIAL REFUSE CONTRACTOR: The refuse contractor selected by the village to collect and dispose of refuse, recyclables, and yard waste from residential and village properties in the village in accordance with an agreement entered into by the village and the refuse contractor.

RESIDENTIAL REFUSE LICENSE: A license issued by the village for the pick up of residential waste and recyclable materials.

RESTRICTED ITEMS: Automotive tires; more than two-cubic yards of broken concrete, rocks, and or soil; household hazardous wastes including but not limited to, explosives, oil-based paints, latex paint in liquid form, oils, solvents or other materials that may present a fire hazard; Potentially Infectious Medical Waste (PIMW) defined in 35 Illinois Administrative Code 1420.102 that is not exempt; medical and biohazard wastes; any single household item too large to be placed in a compactor-type truck or for one

person to reasonably manage; construction and/or demolition material in excess of 2 cubic yards including drywall, lumber, roofing materials, fencing and posts, permanent swimming pools, any rigid item over 4 feet in length; and/or material(s) resulting from evictions.

RESTAURANT: All establishments where waste is generated through the preparation and sale of food.

SHARED DUMPSTER: When two (2) or more separate businesses or residences utilize the same dumpster, compactor or dumpster space. This includes separate businesses or residences within the same building, as well as in separate buildings.

TEMPORARY ROLL OFF CONTAINERS: Containers used for a short period of time exclusively during construction remodeling and/or for the removal of large quantities of refuse.

UNIT: Any individual residence and or any village-owned property within the village limits of Homer Glen, including single-family homes, duplexes, town houses, condominiums and multiple-unit buildings up to four units in size. Multifamily buildings with 5 or more attached units such as apartments, condominiums or town houses lacking individual driveways, and detached units with shared driveways and shared dumpster service are considered commercial-residential units and shall be subject to collection as residential units in accordance with the Village's residential refuse contract.

UNIT – AGRICULTURAL: Residential units located on property in the “A-1” Agricultural District or “A-2” Rural Residential District.

WHITE GOODS: Items defined by 35 Illinois Administrative Code Sec 875.101 and including all household residential-type discarded refrigerators, ranges, water heaters, freezers, air conditioners, clothes washers, dryers, boilers, and other similar domestic large appliances. Large commercial freezers, chillers, icemakers, or air conditioners are not included in this definition.

YARD WASTE also known as “Landscape Waste” means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, branches, brush, vines, garden plants, and other similar organic materials as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. During the month of January, Christmas trees are considered yard waste and shall be collected separately from refuse to be chipped, composted or otherwise recycled. Sod is considered yard waste provided it is placed in a rigid container not exceeding 32 gallons and not weighing more than 50

pounds. Branches and brush to be collected as residential yard waste must be bundled and tied with string or twine (not wire). Branches must be cut into lengths 4 feet or less, and each branch should be no longer than four (4) inches in diameter. Each bundle must not weigh more than 50 pounds.

Sec. 3 Prohibited Acts and Conditions

1. No occupant, person, owner, owner's agent or tenant of any private or public premises shall permit refuse to accumulate on such premises except in covered containers or as provided in this ordinance, and all such refuse shall be removed weekly, or more often if necessary to protect the health of the inhabitants of the village.
2. Uncovered Residential or Commercial Waste, Refuse and Recyclable Materials: It shall be unlawful to place or permit to remain anywhere in the village any residential or commercial waste, refuse and recyclable materials except in containers complying with the provisions of this ordinance.
3. Deposits on Streets and/or Sidewalks: It shall be unlawful to deposit or permit any residential or commercial waste, refuse or recyclable materials to fall from any vehicle on any public street or alley in the village provided, that this provision shall not be construed to prohibit placing residential or commercial waste or refuse in a container complying with the provisions of this ordinance preparatory to having such material collected and disposed of in the manner provided herein.
4. Deposit in Refuse and Recycling Street Containers: It shall be unlawful to dump or place more than three (3) gallons of residential or commercial waste or refuse in any container provided by the village for the convenience of pedestrians.
5. Disposal of Landscape Waste: Landscape waste materials shall not be commingled with refuse or recyclable materials, but shall be disposed of in compliance with state law.
6. Windblown Refuse: It shall be unlawful to cause or permit to accumulate any refuse, dust or ashes that can be blown away by the wind unless properly disposed of in a sealed container.
7. Flammable Refuse: Refuse which is flammable shall not be mixed with refuse that is nonflammable.

8. Consent of Owner: It shall be unlawful to dump or place any residential or commercial waste, refuse, recyclable materials or yard waste on any premises in the village without the consent of the owner of such premises.
9. Container: It shall be unlawful to dispose of any residential or commercial waste, refuse or recyclable materials in the village except in a container complying with the provisions of this ordinance, in an IEPA approved incinerator, or at an IEPA approved disposal site.
10. Unlawful Removal and/or Damage to Containers: It shall be unlawful for any person knowingly to obtain unauthorized control over any container or any contents of any container.
11. Ownership of Waste Placed for Collection: All refuse, landscape waste and recyclable materials collected in accordance with the terms of this ordinance shall become and be the property of the refuse contractor as soon as the material is picked up or otherwise placed in the contractor's vehicle.
12. White Goods: It shall be unlawful for any person to dispose of a refrigerator or freezer unless the door to the appliance has been removed.
13. Unlawful Removal of Refuse: It shall be unlawful for any person to collect, transport or remove residential refuse collected from their residence for disposal to another residence or commercial property located within or outside the geographic limits of the Village unless the person is licensed or otherwise authorized by the Village to do so.

Sec. 4 Containers generally

(a) *Approved containers – residential.*

- (1) *Refuse.* All residential dwellings shall place refuse in a covered refuse cart or other covered container provided by the village's refuse contractor or in tightly covered cans or containers not exceeding thirty-two (32) gallons capacity with a maximum weight for any one container and its contents not to exceed fifty (50) pounds. Heavy-duty bags which are securely fastened closed shall be considered proper containers provided they do not exceed thirty-two (32) gallons in capacity and do not exceed fifty (50) pounds in weight. During the period of December 1 through March 31, residents may place additional refuse in a yard waste cart provided by the village's refuse contractor.

(2) *Recycling.* All residential dwellings shall place recyclables in a covered recycling cart or other covered container provided by the village's refuse contractor.

(3) *Yard Waste.* All residential dwellings shall place yard waste in a covered yard waste cart or other covered container provided by the village's refuse contractor or in biodegradable heavy-duty paper bags or in rigid reusable containers not exceeding thirty-two (32) gallons capacity with a maximum weight not exceeding fifty (50) pounds. Residents using rigid reusable containers must identify such containers as having yard waste material by affixing a yard waste identification label provided by the village's refuse contractor.

(b) *Approved containers – commercial and industrial.*

(1) *Refuse.* Commercial and industrial customers shall place refuse in a covered dumpster or other covered container provided by the customer's refuse contractor. Such dumpster or container shall have a tight-fitting cover that prevents access by vermin or other animals and shall be leak-proof.

(2) *Recycling.* Commercial and industrial customers shall place recyclables in a covered container provided by the customer's refuse contractor for such purpose. Baled cardboard and paper need not be stored in a covered container.

(3) *Yard Waste.* Commercial and industrial customers shall place yard waste in a covered dumpster or other covered container provided by the customer's refuse contractor or in biodegradable heavy-duty paper bags or in rigid reusable containers per Sec. 4(a)(3).

(c) *Location of Containers.* It shall be the duty of every occupant, person, owner's agent or tenant in possession of any house, building, or apartment, and industrial, commercial, religious, political, social and nonprofit organizations in the village, to place refuse, recycling, and yard waste containers for collection at the curb or other location as established by the village.

(d) *Use of containers.* It shall be unlawful to place refuse generated by residential properties in commercial or industrial property refuse containers.

(e) *Commingling waste.* Only recyclable materials shall be placed in any recycling cart or container.

(f) *Recycling encouraged.* Recycling by all residents and businesses of the village is hereby encouraged by the village.

Sec. 5 Collection of Refuse/Recyclables

(a) *Frequency of collection; location of collection:* All household garbage or refuse shall be collected and removed from the premises of residential units at least once every week by the village's residential refuse contractor. Owners of agricultural units may elect not to receive refuse service in accordance with the village's refuse contract.

(b) *Collection schedule; time limits for placing and removing containers:* The subdividing or apportioning of the village into various zones or areas for the collection of refuse by the village's refuse contractor shall be determined by mutual agreement of the village and the contractor. Such agreement shall designate the specific days of the week upon which collection is to be made from each zone. No refuse which is to be deposited for collection at any curb or other collection location shall be so placed prior to 6:00 PM on the day prior to the collection day, and no container shall so remain at the curb or other collection location after the collection day.

(c) *Collection of Recyclable Materials:* Recyclable materials including, but not limited to, newsprint, glass bottles, aluminum cans, and plastic milk and water containers shall be subject to recycling pursuant to programs established by the village. Such recyclable materials shall be set out for collection only in containers approved for such purpose by the village.

It shall be a violation for any person not licensed pursuant to the provisions of this ordinance to collect, pick up, or cause to be collected or picked up any such recyclable items. Any such violation shall be subject to the penalties set forth in Section 15 of this ordinance.

Sec. 6 Refuse Licensee Service Standards and Specifications:

The following standards and specifications shall apply to all persons holding a residential or commercial refuse service license:

(a) *Bond Requirements:* Prior to the issuance of a license for commercial refuse service, each licensee shall file with the village clerk a performance bond in the amount of five thousand dollars (\$5,000.00) with sureties, in a form acceptable to the village.

Prior to the issuance of a license for residential refuse service, the residential refuse service licensee shall file with the village clerk a performance bond in the amount of not less than \$250,000 or a greater amount as provided in the residential municipal refuse collection contract.

(b) Insurance and Indemnity: Prior to the issuance of a commercial license, the licensee shall provide the village a certificate of insurance naming the village as an additional insured, a certificate of insurance with insurance coverage pertaining to all of the licensee's equipment, personnel and operations under the contract including general liability insurance, workers' compensation insurance and motor vehicle insurance in the amounts set forth in this subsection. The licensee shall maintain adequate safeguards and use reasonable care in the performance of all work and shall insure, indemnify, defend and hold the village harmless from any and all liability, costs and fees, including attorney fees resulting from damage to or destruction of any property or death of or injury to any person (including, but not limited to, the licensee's employees) or any administrative or judicial proceedings in whole or in part arising out of the contract or in connection with the work to be performed, including, without limitation, all acts or alleged acts of the licensee, its employees, agents, or subcontractors, but excluding that arising out of the sole legal cause of the village, its agents or employees.

1. General Liability: Two million dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: One million dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the labor code of the state of Illinois and employers' liability limits of one million dollars (\$1,000,000.00) per accident.

Any change to the certificate or policy of insurance must be reported to the village clerk prior to the change(s) becoming effective.

4. Umbrella or Excess Liability Coverage: The contractor shall provide evidence of umbrella or excess liability coverage of \$10,000,000.

5. Proof of Insurance: A residential refuse licensee shall be required to provide insurance in accordance with its contract with the village.

(c) Collection: The licensee shall collect and pick up all refuse from each premises served by said licensee. Residential collection shall be conducted per the terms of the refuse, recycling and yard waste collection contract.

Commercial refuse service licensees shall offer regular collections for commercial customers at least once per week according to a schedule to be agreed upon by the licensee and commercial customer. Collections shall be made from a location at the commercial customer's building behind the front line of said building. Commercial type containers shall be furnished by the licensee, or may be furnished by the customer, if approved by the licensee.

(d) Restrictions and Condition of Equipment: The licensee shall use modern leak proof loader trucks and keep all equipment used in the performance of its work in a clean, sanitary condition and not permit the same to remain standing anywhere in the village. All licensee trucks will be clearly identified with the name of the refuse contractor; lettering must be at least three inches (3") in height. No such vehicle shall be driven through or over any road or street within the village during or on a Sunday. All refuse vehicles shall be cleaned and disinfected when not in use in order that such vehicles do not become offensive. Recyclable material shall be collected in a vehicle appropriate for this purpose. Landscape materials shall be collected in a leak proof packer type truck. Such trucks and equipment shall at all times be available for inspection by the village upon request.

(e) Disposal of Refuse: All refuse collected by a licensee shall be disposed of by the licensee at his/her own expense outside the corporate limits of the village. Recyclable refuse shall be disposed of at a proper processing facility or a materials vendor. Landscape waste shall be disposed of at a site in conformance with state requirements. It shall be unlawful for any licensee to dispose of or store any refuse in any place within the village limits.

All refuse collected by any licensee shall be disposed of in accordance with all applicable statutes of the State of Illinois and the ordinances of the village.

(f) Holiday Pick Ups: When a scheduled pick up day falls on a holiday, the refuse shall be picked up on the next business day occurring immediately thereafter.

(g) Customer Service: Each licensee shall provide a telephone number and e-mail address for the receipt of service calls or complaints, and shall have an employee available to receive such calls on working days from eight

o'clock (8:00) A.M. to five o'clock (5:00) P.M. Complaints shall be given prompt and courteous attention. In case of missed scheduled collections, the licensee shall investigate and, if the claim is valid, shall arrange for a pickup of the refuse in question within twenty four (24) hours after the complaint is received. Any complaints received by the village will be immediately forwarded to the licensee. All licensees shall maintain a log of every complaint received, the date received, the person making the complaint, any action taken and the date such action is taken. Such complaint log shall at all times be available for inspection by the village.

Sec. 7 Refuse collectors to be licensed

No person, except as provided in this ordinance, acting as a private refuse contractor shall for compensation or hire remove refuse from any premises in the village, or transport refuse through the streets, alleys or public ways of the village, or dump, incinerate or in any manner dispose of refuse, or contract for any such removal, transportation or disposal of refuse, without first having secured a license for such services from the village. Each licensee shall comply with all applicable federal, state, county and local and other laws and regulations which govern the collection and disposal of solid waste.

Exemptions: A contractor, developer, builder, craftsman, installer, serviceman and the like need not be licensed or have a permit by reason of any requirements set forth in this ordinance in order to privately remove the debris caused by his/her normal business operations.

Sec. 8 License Number and Fee

(a) Number Of Licenses Issued:

1. The number of residential refuse contractor licenses issued by the village shall be limited to one in number. For purposes of this license, residential refuse contractor services shall include all residential units including single-family dwellings and multi-family dwellings. The residential refuse contractor license holder shall also be entitled to receive a commercial refuse contractor license, and the fee for said commercial refuse contractor license shall be waived.
2. The number of commercial refuse contractor licenses issued by the village shall be unlimited; provided, however, that each licensee shall at all times comply with the standards and specifications set forth in this ordinance. For purposes of this license, commercial refuse service shall include business establishments, religious and civic organizations,

construction work sites, industrial establishments and all other non-residential locations except those exempted by this ordinance.

3. Roll Off Boxes: The number of roll off box licenses issued by the village shall be unlimited; provided, however, that each licensee shall at all times comply with the standards and specifications set forth in this ordinance.

(b) Fees:

1. The fee for a residential or commercial refuse contractor license shall be one thousand dollars (\$1,000.00) per year, and the license period shall be from January 1 until December 31 of each year. All fees shall be paid to the village clerk prior to the issuance of said license. The fee for any license issued after January 1 of any given year shall be prorated on a monthly basis for the number of months remaining in the calendar year as above established.

2. The fee for a roll-off box only license shall be \$200.00.

3. Revocation of a license by action of the president and board of trustees shall not entitle the licensee to a refund of all or any part of the license fee.

Sec. 9 Renewal and Revocation of Licenses

Licenses shall be revocable at any time by action of the Village President and Board of Trustees after notice and a hearing by the Village President and Board of Trustees which determines that that the licensee has failed to comply with the rules and regulations established in this ordinance.

Licenses may be renewed by the President and Board of Trustees if, in their sole discretion, such renewal is in the best interest of the residents of the village.

Sec. 10 Service Fees

All fees charged for the collection of residential refuse, recyclables, and yard waste shall be as determined by the President and Board of Trustees pursuant to the residential refuse collection and disposal contract. Service fees for commercial customers shall be as agreed upon by and between the licensed refuse contractor and the commercial customer.

Sec. 11 Residential Refuse Service

Notwithstanding any provision contained herein to the contrary, no person or firm, whether licensed as a refuse contractor or not, shall purchase, collect, transport or remove residential refuse from a residence to another residence or commercial property unless authorized and licensed by the Village or authorized by the village to do so pursuant to a written agreement entered into between the village and the refuse contractor. In the event the residential refuse collection and disposal contract is terminated, the residential refuse license shall be automatically revoked without notice or hearing.

Sec. 12 Notice to remove garbage, refuse or debris; removal by Village

(a) *Authority of the Village Manager.* In the event of a health hazard or public nuisance, as deemed necessary, the Village Manager may direct that garbage, refuse and debris be removed from private property within the corporate limits of the village.

(b) *Service of notice.* Upon such direction, the Code Enforcement Officer shall give written notice by certified mail return receipt requested or by personal delivery service to the owner of the property upon which garbage, refuse or debris exists. If the names of the owner of the property cannot be determined, the Code Enforcement Officer shall give such notice to the last assessee of the general real estate taxes on the real estate.

(c) *Contents of notice.* The notice to be given by the Code Enforcement Officer shall designate the real estate, and the garbage, refuse or debris thereon to be removed, and shall provide that if the garbage, refuse or debris is not removed from the real estate within five days after the posting of such notice the village will cause the garbage, refuse or debris to be removed and collect the reasonable cost thereof from the owner of the real estate.

(d) *Removal by Village.* Upon the failure, refusal or neglect of the owner of any real estate upon which garbage, refuse or debris exists to remove the garbage, refuse or debris within five days after the service of notice as provided in subsection (b) of this section, the Code Enforcement Officer shall notify the appropriate village employees or the village's refuse contractor to remove, or cause to be removed, the garbage, refuse or debris from the property, and such employees or contractor shall forthwith cause the garbage and debris to be removed.

(e) *Billing.* The Code Enforcement Officer, after removal of garbage, refuse and debris from any private property pursuant to the provisions of this section, shall designate in writing to the Village Collector the reasonable cost incurred in the removal of the garbage, refuse and debris. The Village Collector shall then bill the owner of the real estate for the reasonable cost of the removal of the garbage, refuse and debris, posting the bill by United States mail.

(f) *Filing of notice of lien.* If the owner of any real estate from which garbage, refuse and debris has been removed pursuant to the provisions of this section fails to pay the cost thereof within 15 days after posting of the bill for the removal, the Village Clerk shall cause a notice of lien to be filed in the Office of the Recorder of Deeds of the county, which notice shall consist of a sworn statement setting out:

- (1) A description of the real estate sufficient for identification thereof;
- (2) The amount of money representing the cost and expense incurred or payable for the service; and
- (3) The date when such cost and expense was incurred by the village.

(g) *Foreclosure of lien.* If the cost incurred by the village for the removal of any garbage, refuse or debris from private property pursuant to the terms of this section is not paid by the owner of the real estate within 6 months from the date of the filing of the notice of lien therefore, the Village Clerk shall advise the Board of Trustees of the failure to pay such cost, to enable it to designate whether foreclosure of the lien for the cost should be commenced.

Sec. 13 Commercial Refuse Regulations

(a)Collection by Village Licensed Commercial Refuse Contractor: All commercial establishments shall be responsible for contracting for collection of commercial waste, refuse, or recyclable materials from a commercial refuse licensee that is licensed by the village as provided for herein. Collection of commercial waste, refuse, and recyclable materials shall be made at least weekly.

Commercial waste, refuse, and recyclable materials shall be collected between the hours of six o'clock (6:00) A.M. and five o'clock (5:00) P.M.

Landscape waste must be collected separately from refuse and recyclable materials, within two (2) days from the time it has accumulated to an amount greater than thirty two (32) gallons in size. An exception to this

collection provision will be made for businesses that allow landscape materials to decompose by not gathering trimmings.

Any vehicle used by a commercial refuse contractor licensed by the village shall be completely enclosed and watertight. Vehicles used by recycling, landscaping and grease scavengers shall prevent leakage and blowing material.

It shall be unlawful for any vehicle or vehicles of a commercial refuse contractor licensed by the village to park before any building, place of business or other premises for a longer period of time than it requires to perform collection services.

It shall be unlawful for any commercial refuse contractor licensed by the village to dispose of or store any refuse in any place within the village limits or to park overnight within the village any refuse vehicle containing refuse unless written permission is granted by the Village

(b) Ownership: All commercial waste, refuse, recyclable materials and landscape waste shall become and be the property of the commercial refuse contractor as soon as the same is placed in the collection vehicle.

(c) Mixing Landscape Waste with Commercial Waste: It shall be unlawful to mix landscape waste in the same container as commercial waste, refuse, or recyclable materials for disposal.

Sec. 14 Responsibilities of Commercial Establishments

(a) Frequency Of Removal From Food Establishments: Every person owning or controlling any hotel, restaurant, cafe, lunch counter, market, or retail food establishment shall cause all commercial waste, refuse, and recyclable materials to be deposited in commercial waste containers to be removed at least twice per week from the premises unless the village determines that additional pickups are warranted in order to protect the health, welfare and safety of the community. In that event, the village shall work with the owner or management of such establishment to determine the frequency of pickups that are needed and the time period such additional pickups will be required. If the Village and owner or management are unable to reach an agreement on the frequency of collection, the determination of the Village shall be final and will be implemented by the owner or management. All such establishments shall provide adequate refuse, recyclable materials, and grease container space for material to accumulate for at least two (2) days of operation as

determined by the Code Compliance Officer. In the event that a dumpster or dumpster area is shared, and a violation of this chapter occurs, the responsible party will be subject to citation. If the responsible party is not readily identifiable, all parties sharing the dumpster area will be subject to citation.

(b). Wrapping of Food Waste; Cleanliness of Containers: Food waste shall be placed in plastic bags when produced by any hotel, restaurant, cafe, lunch counter, market, or any retail food establishment. The plastic bags are to be tightly sealed and of sufficient quality and strength to minimize rips or tears when placed in the refuse container. Leakage of liquids of any type from a commercial waste container is strictly prohibited. Commercial waste containers are to be kept tightly closed. During the months of April, May, June, July, August, September and October, each container and the interior of the enclosure must be disinfected on an as needed basis to eliminate odors and prevent infestation of insects or rodents. It is the responsibility of the business owner to clean up any commercial waste, refuse, landscape waste, or recyclable materials of any kind, including liquid waste, that is strewn by any means, including, but not limited to, the actions or inactions of employees, agents or other individuals or entities, or as a result of wind, ravages of birds or animals, or leakage. Failure on the part of a commercial establishment to conform to these requirements shall be considered a violation of this ordinance.

(c). Cleanliness of Enclosures: Special attention is to be paid by commercial establishments to enclosures located adjacent to public walkways. Enclosures are to be kept free of debris and spillage at all times and odors shall be minimized so as not to be objectionable. The village may direct the owner or manager of a commercial establishment to relocate refuse and/or grease containers causing objectionable odors and/or to take such other steps necessary to resolve the issue. Enclosure doors are to be kept closed. It is the responsibility of the owner to keep all material, including grease, off public walkways and clean such walkways and enclosures if any spillage occurs.

(d). Commercial Grease Collection and Storage: All commercial establishments which sell or provide food are required to collect and dispose of food generated grease separately from refuse, recyclables and wastewater. Grease is to be collected in a leakproof container kept inside or outside the establishment. Outside containers must be kept on a impervious surface (such as sealed asphalt or concrete) in an enclosed area as provided in subsection (e) below and the area must be kept clean at all times. Collection of grease must be made monthly or more frequently to prevent objectionable odors and unsanitary conditions and disposed of appropriately. In the event that the village determines that collections

should be made at a particular commercial establishment more frequently in order to protect the health, welfare and safety of the community, the village shall work with the owner or management of such establishment to determine the frequency of grease collections that are needed and the time period such additional collections will be required. If the Village and owner or management are unable to reach an agreement on the frequency of collection, the determination of the Village shall be final and will be implemented by the owner or management. Leakage of liquids of any type from a commercial grease container is strictly prohibited.

(e). Screening Of Refuse Disposal Areas: All commercial waste disposal and grease containers shall be enclosed. The enclosure shall be used strictly for the confinement of refuse and grease containers and shall not be used for the outside storage of any other materials or equipment. All enclosures shall be kept in good repair, clean of filth and other debris, to prevent the infestation of insects and rodents. The open side of said enclosure shall be situated such that, to the greatest extent possible, it does not face towards an abutting property, sidewalk or street. Residential units utilizing curbside service are exempt from screening requirements.

Exemptions: Multi-family residences and commercial, industrial, office and institutional facilities existing in the village as of the date of this ordinance, which currently do not have enclosures screening refuse containers or grease containers shall comply with the above screening requirements within twelve (12) years. However, any such facility which is rezoned, adds additional floor space or is redeveloped shall comply with the above screening requirements at the time of rezoning or when construction occurs.

Sec. 15 Penalty

Violations of any provision of this ordinance shall be punished by a fine of not less than \$100.00 nor more than \$750.00. Each day any such violation shall constitute a separate offense.

Sec. 16 Enforcement

Proceedings to enforce violations of this Ordinance may be initiated and conducted in accordance with and pursuant to the provisions of the Village Ordinance Providing for Administrative Adjudication of Municipal Code Violations or by any other means provided by law or ordinance of the village providing for local enforcement of code violations.

Sec. 17 Severability

The various portions of this Ordinance are hereby expressly declared to be severable, and the invalidity of any such portion of this Ordinance shall not affect the validity of any other portions of this Ordinance, which shall be enforced to the fullest extent possible.

Sec. 18 Repealer

All other ordinances or portions of ordinances previously passed or adopted by the Village of Homer Glen, including Ordinance 08-031 that conflict with or are inconsistent with the provisions of this Ordinance are hereby repealed.

Sec. 19 - Effective Date

This Ordinance shall be in full force and effect from and after its passage and approval in accordance with law.

Adopted this 12th day of August, 2008 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
De Vivo	X			
Knaack	X			
Locacius	X			
Niemiec	X			
Sabo	X			
Ward	X			
Daley (Village President)	-			
TOTAL	6	0	0	-

APPROVED by the Village President on August 12, 2008.

James P. Daley
Village President

ATTEST:

Gale Skrobuton
Village Clerk