

CHAPTER 16

GARBAGE

ARTICLE I - GENERAL REGULATIONS

16-1-1 **PURPOSE AND POLICY.** The Village, in order to promote and protect the public health and safety, reserves unto itself the exclusive right and power to authorize, regulate, permit, control and conduct the collection, transportation and disposition of all refuse, garbage and other waste produced or found within the corporate limits of said Village.

16-1-2 **DEFINITIONS.** For the purposes of this Chapter the following definitions shall apply:

(A) **Construction Waste** means refuse and debris generated at a construction site.

(B) **Debris** are materials that have been placed outside in half hazard manner which may create rodent and pest harborage or items which are not intended to be nor customarily stored outdoors and which if left exposed and unprotected from the elements will, or potentially will, deteriorate by reason of vandalism, moisture and exposure. Such materials can include rubbish and items which might otherwise be considered useable, such as household furniture, sofas, stuffed chairs and mattresses, when found on the exterior of the property.

(C) **Garbage** shall be construed as meaning animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food. The term *garbage* shall also be construed to mean the perishable items from the growing of fruit and vegetable and shall not be construed to mean the plants, vines, trees or bushes upon which such is grown.

(D) **Hazardous Waste** means any material defined as hazardous in the State of Illinois Compiled Statutes or Administrative Code as may be amended from time to time, or any waste which must be disposed of in a hazardous waste landfill.

(E) **Recyclables** shall be construed to mean paper, newspaper, glass, aluminum and bi-metal cans, cardboard, plastic and other materials that are to be recycled.

(F) **Recycling** means the process of collecting, sorting, cleansing, treating and reconstituted solid waste of material that would be otherwise disposed of, returning them to the economic mainstream in the form of products that meet the quality of standards necessary to be used in the marketplace.

(G) **Refuse** shall be construed as meaning tin cans, bottles, glass, papers, rags, furniture and all other waste and discard that is generated from within a normal household, and shall exclude dead animals, sewage and residue from the construction or remodeling of, or razing of buildings.

(H) ***Rubbish*** means all nonputrescible solid wastes consisting of both combustible and noncombustible waste, including, but not limited to paper, plastics, bottles, glass, cardboard, metal, cans, bricks, ashes, sod, dirt, rocks, cement, trees, wood, leather and any other like materials small enough for one person to handle. The term "*rubbish*" does not include yard waste, construction waste, bulky household waste, dead animals, garbage and hazardous waste.

(I) ***Toter*** shall mean a container designated or intended to be mechanically packer-type garbage truck approved by the Village and represented in Exhibit A attached hereto and incorporated by this reference.

(J) ***Yard Waste*** means compostable, organic material consisting of dead plants, weeds, natural Christmas trees, tree or hedge trimmings, grass clippings and leaves, but excluding tree limbs over **four (4) inches** in diameter and **forty-eight (48) inches** in length.

16-1-3 VILLAGE TO PROVIDE EXCLUSIVE GARBAGE AND REFUSE COLLECTION AND DISPOSAL SERVICES.

(A) Effective **July 1, 2007**, the Village shall be the only entity authorized to provide refuse and garbage collection and disposal services within the corporate boundaries of the Village.

(B) For all persons residing within the Village on said effective date use of the Village garbage and refuse collection services shall be optional; all persons establishing residency within the Village after said date shall be mandated to utilize said services.

16-1-4 CONTAINERS.

(A) Owners and occupants of each residential pick-up site within the Village corporate boundaries shall be furnished with a suitable toter or toters for the storage of garbage and refuse and the collection thereof by the Village. Such toters shall be of the type, size and construction as determined by the Village; all toters shall be compatible with existing Village equipment and procedures for the collection of garbage, refuse and waste.

(B) Toters shall be provided by the Village without charge to all residents utilizing said garbage collection services on the effective date thereof; provided however, that persons establishing residency after the effective date of this Chapter shall be required to pay a deposit upon such terms and conditions as the Village may hereafter set forth.

(C) All non-residential users of said refuse and garbage collection within the corporate boundaries of the Village shall receive a type of receptacle as determined by the Village which shall meet the reasonable needs of said user.

(D) All containers shall at all times remain property of the Village; users thereof shall be responsible to the Village for damages to or loss of such containers,

receptacles or totes attributed to the negligence, carelessness or willful acts of any user.

(E) All receptacles, totes and containers shall be maintained in a clean, safe and sanitary condition. Users shall be responsible for the general routine, maintenance and cleaning of all receptacles, totes and containers.

(F) All receptacles, totes and containers shall be placed at the alley for regular collection service where the premises has access to an alley. If it is not practicable to collect or remove garbage and refuse through alley collection service the user shall place his or her receptacles at such point as the Village shall find and designate to be most accessible for collection and removal.

(G) In all non-residential districts, the Village shall designate the area for placement of containers for removal.

(H) When alleys or streets become impassable due to inclement weather or other unusual conditions, the Village may notify users to place receptacles, totes and containers at the nearest collection point which is accessible to garbage disposal and removable vehicles.

(I) It shall be unlawful to place receptacles, totes or containers on public rights-of-way for the purpose of pick-up by Village garbage disposal vehicles prior to **6:00 P.M.** on the day preceding the day of pick-up as herein after set forth. It shall also be unlawful to allow empty receptacles, totes or containers to remain upon public rights of way after the hour of **8:00 P.M.** on the day of pick-up.

(J) It shall be unlawful for any person to park a vehicle of any nature within **six (6) feet** of any receptacle, toter or container utilized by the Village in garbage and refuse collection and disposal service in a manner which would interfere with the removal of said garbage or refuse from said receptacle, toter or container or block the approach to the same. Proof of ownership of any vehicle violating this provision shall be *prima facie* prove that such owner has parked the vehicle in such a matter.

16-1-5 COLLECTION SCHEDULE.

(A) All garbage and refuse shall be collected once per week in accordance to a schedule set forth by the Village in its rules and regulations promulgated after enactment of this Chapter.

(B) Collection of garbage and refuse shall not commence before the hour of **5:00 A.M.** on each respective pick-up day and shall be completed before the hour of **6:00 P.M.**, unless extraordinary circumstances dictate otherwise.

16-1-6 RATES AND CHARGES. The rates and charges for use of the services of the Village garbage and refuse collection and disposal system shall be as follows:

(A) **Twelve Dollars Seventy-Five Cents (\$12.75)** per month for each residential site utilizing a toter or totes as authorized by the Village (See Exhibit "A"). **(Ord. No. 13-677; 09-05-13)**

(B) Non-residential users utilizing larger receptacles or containers shall pay a fee as determined by the Village based upon the average tonnage of garbage and refuse collected.

(C) All billing of said fees shall be conducted by the Village and included on the user's bill for water and sewer service. **(Ord. No. 635; 06-07-10)**

16-1-7 TERMINATION OF SERVICES.

(A) Termination of all Village services may be authorized upon due notice for non-payment of garbage and refuse disposal fees.

(B) The Village shall be authorized to pursue all remedies authorized by law in order to enforce payment of said fees for services rendered.

16-1-8 RULES AND REGULATIONS.

(A) The Village shall also promulgate rules and regulations setting forth its policy for pick-up of large or bulky items, construction waste and other debris or rubbish.

(B) The Village shall periodically publish said rules and regulations and on an annual basis forward a copy of said rules to be included with users monthly water bills.

(C) The Village shall set forth a policy for the collection and disposal of hazardous waste by the Village or authorized agents thereof, including, but not limited to, the disposal of tires, paint, waste oils or other hazardous materials.

16-1-9 SPECIAL CONTRACTS.

(A) Nothing in this Chapter shall be deemed to restrict or prohibit the Village from contracting with private enterprise in order to fulfill the terms of this Chapter and provide efficient and timely garbage and refuse disposal.

(B) The Village shall not be prohibited from contracting with third parties for the purpose of collection and disposal of garbage, refuse and other waste, maintenance to vehicles and equipment, consulting services or any other aspect of its municipal garbage and refuse collection services.

(C) No such special contract shall be entered into without the approval of the President and Board of Trustees of the Village.

16-1-10 PENALTY. Any person, firm or corporation violating any provisions of this Chapter shall be fined not less than **Seventy-Five Dollars (\$75.00)** nor 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.

16-1-11 TRASH TOTE DEPOSITS.

(A) **Amount of Deposit.** Any new resident of the Village after **July 1, 2007** shall be required to create an account for trash collection and shall first pay a tote deposit of **Fifty Dollars (\$50.00)** to the Village Clerk. Upon the death of the account holder (or surviving spouse), the tote deposit may be transferred or refunded at the request of a person representative of the decedent. Any future or remaining resident shall create a new garbage and refuse collection account and a new tote deposit shall be required. **(Ord. No. 13-674; 06-03-13)**

(B) **Return of Deposit.** The deposit will be kept until the service is disconnected and no longer used.

(C) **Security for Payment - No Interest.** The deposits made under the provisions of this Chapter shall be held by the Village as security for the payment of trash tote containers used by the applicant upon the premises to which his application pertains, and may be so applied when any default is made in the misplacement of the trash tote. The depositor shall earn no interest on the deposit.

(D) **Liability for Deposit.** The owner of the premises and the tenant thereof shall be jointly and severally liable to pay the required deposit herein established before the trash service shall be made available to the tenant or owners of the premises shall immediately deposit with the Village Clerk an amount sufficient to bring the deposit to the established rate of deposit. **(Ord. No. 07-600; 08-07-07)**

(Unless Otherwise Noted, Ord. No. 07-595; 05-07-07)