

**CHAPTER 15**  
**HEALTH PROVISIONS**

<b><u>ARTICLE</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
<b>I</b>	<b>GARBAGE AND TRASH REMOVAL AND COLLECTION SERVICE</b>	
	Section 15-1-1 - Definitions	15-1
	Section 15-1-2 - Requirements	15-1
	Section 15-1-3 - Removal of Contents	15-1
	Section 15-1-4 - Unauthorized Removal of Garbage and Trash from Containers	15-1
	Section 15-1-5 - Specifications	15-1
	Section 15-1-6 - Damaged or Deteriorated Receptacles	15-1
	Section 15-1-7 - Placement for Collection	15-1
	Section 15-1-8 - Placing Garbage and Trash in Receptacles	15-2
	Section 15-1-9 - Placing Trash and Brush for Collection	15-2
	Section 15-1-10 - Unauthorized Use of Receptacles; Duty of Owner or Occupant to Remove Refuse from Adjacent Right-of-Way	15-2
	Section 15-1-11 - Supervision of Receptacles, Notice of Failure to Empty Receptacles	15-2
<b>II</b>	<b>COLLECTION</b>	
	Section 15-2-1 - Establishment of Services	15-3
	Section 15-2-2 - Frequency of Regular Collection Service	15-3
	Section 15-2-3 - Accumulation of Garbage Unlawful	15-3
	Section 15-2-4 - Simultaneous Service by More than One System	15-3
	Section 15-2-5 - Frequency and Extent of Dumpster Collection Service	15-3
	Section 15-2-6 - Certain Items Not to be Placed in Containers	15-3
	Section 15-2-7 - Parking Interfering with Containers	15-3
	Section 15-2-8 - Damaging Containers Provided for Refuse Collections	15-4
	Section 15-2-9 - Doors and Lids to be Kept Closed	15-4
<b>III</b>	<b>SERVICE FEES</b>	
	Section 15-3-1 - Residential Premises Fees	15-5
	Section 15-3-2 - Business, Commercial and Other Nonresidential Fees	15-5
	Section 15-3-3 - Service Outside Village	15-5
	Section 15-3-4 - Billing; Disconnection of Water for Failure to Pay Bill	15-6
	Section 15-3-5 - Penalty	15-6

CHAPTER 15

HEALTH PROVISIONS

ARTICLE I – GARBAGE AND TRASH REMOVAL AND COLLECTION SERVICE

**15-1-1**        **DEFINITIONS.** Whenever the following words or terms are used in this Article, they shall have the meanings herein ascribed to them unless the context makes such meaning repugnant thereto:

**"Brush"** shall mean and include brush, long stems of bushes, tree limbs and cuttings.

**"Container"** shall mean either a garbage or trash receptacle or a dumpster depending on the context.

**"Hazardous Waste"** shall mean any poison, explosive, dangerous or corrosive chemical, paint or other hazardous waste as defined by Federal or State law or regulation.

**"Superintendent"** shall mean the Superintendent of Public Works.

**"Yard Waste"** shall include trees, tree trimmings, branches, stumps, brush, weeds, leaves, grass, shrubbery, yard trimmings and bundles of hedge cuttings.

**15-1-2**        **REQUIREMENTS.** Any person using or occupying any building, house or structure within the Village shall provide and maintain in good order and repair garbage or trash receptacles of sufficient number to contain the garbage or trash that will accumulate on the premises except where dumpster collection service is provided.

**15-1-3**        **REMOVAL OF CONTENTS.** It shall be the duty of every owner of a garbage or trash receptacle to remove or to have removed the contents of the same in accordance with this Article at least once a week.

**15-1-4**        **UNAUTHORIZED REMOVAL OF GARBAGE AND TRASH FROM CONTAINERS.** It shall be unlawful for any person other than a duly authorized employee of the Village or vendor under contract with the Village, to collect or remove any garbage or trash from garbage and trash receptacles used in the regular collection service or from any dumpster utilized in the dumpster collection service.

**15-1-5**        **SPECIFICATIONS.** Receptacles used for storage of refuse materials shall be watertight and meet the following specifications:

(A)            **One (1) 98-gallon,** wheeled receptacle shall be provided per water customer.

(B)            Refuse bags made of heavy, multiple-ply paper or polyethylene or ethylene copolymer resin and designed for outdoor storage of refuse. Bags must be securely tied or sealed to prevent emission of odors, be of a material so liquids and greases will not be able to penetrate through the material, and be of sufficient thickness and strength to contain the refuse enclosed without tearing or ripping under normal handling.

**15-1-6**        **DAMAGED OR DETERIORATED RECEPTACLES.** Contact Superintendent for replacement.

**15-1-7**        **PLACEMENT FOR COLLECTION.** Garbage and trash receptacles shall be placed on the street right-of-way, adjacent to but not on the improved portion of the street, for regular

collection service. All collections shall be made from a place easily accessible to the street from which the collections are made. Collections will not be made from inside structures or enclosures. There shall be no collection service on any Village alley.

If it is not practicable to collect and remove garbage and trash through street collection service, the owner, occupant, tenant or lessee of the premises shall place his or her receptacles at such point as the Superintendent shall find and designate to be the most accessible for collection and removal.

In the business districts served by the dumpster collection service, the Superintendent will designate the area for placement of the dumpsters for removal.

When streets become impassable because of inclement weather or other unusual conditions, the Superintendent may notify residences and commercial establishments to place refuse receptacles at the nearest collection point which is accessible to refuse removal vehicles.

Garbage and trash receptacles shall be put out for collection before **6:00 A.M.** on the day of scheduled pick-up, but not more than **forty-eight (48) hours** before **6:00 A.M.** of the day of scheduled pick-up.

Receptacles shall be removed from collection point within **forty-eight (48) hours**.

**15-1-8 PLACING GARBAGE AND TRASH IN RECEPTACLES.** Garbage or trash that is mixed with water or other liquids shall be drained before being placed in a garbage or trash receptacle. Animal matter that is subject to decomposition shall be wrapped in paper or other combustible material before being placed in a garbage receptacle. Grease in a free-flowing state shall be reduced to a solid.

**15-1-9 PLACING TRASH AND BRUSH FOR COLLECTION.** If trash is of such nature that it cannot be placed in the required receptacles it shall be carefully placed beside the trash receptacle in bundles less than **twenty-five (25) pounds** or **11.34 kilograms** in weight. Trash such as paper cartons or wood boxes that cannot be placed in a receptacle shall be prepared for collection by placing the smaller cartons and boxes in the larger cartons and boxes until the larger cartons and boxes are completely filled. After the large cartons and boxes are completely filled, they shall be securely tied. Cartons and boxes shall not be larger than **thirty-six (36) inches** or **91.44 centimeters** along any side so they can be placed in regular collection trucks.

**15-1-10 UNAUTHORIZED USE OF RECEPTACLES; DUTY OF OWNER OR OCCUPANT TO REMOVE REFUSE FROM ADJACENT RIGHT-OF-WAY.** It shall be unlawful for any person to place, or permit another to place, any garbage or trash in any receptacle, at any refuse collection point or in any container used in the dumpster collection service or to put anything on the ground at these locations unless the refuse is from the premises served by the container or from the premises at which the receptacle or collection point is located.

The owner or occupant of any building, house, structure or land shall cause to be removed all refuse items of the nature which are prohibited to the regular collection service, and which are located, owned or deposited on the property or on the public right-of-way adjacent to the property, and the existence of refuse or any other items on the property or the adjacent public right-of-way shall be prima facie evidence that such owner or occupant failed to remove, as provided by this Article, at his or her own expense, the refuse or other item or items so stored or located thereon. Removal within **three (3) days** of notice by the Village is required.

**15-1-11 SUPERVISION OF RECEPTACLES, NOTICE OF FAILURE TO EMPTY RECEPTACLES.** Each owner, manager, occupant, tenant or lessee of a house or building used for residential, business or commercial purposes shall maintain supervision and surveillance over the garbage or trash receptacles serving such premises, and if such receptacles are not emptied and the contents removed by an employee of the Village or vendor under contract with the Village or other duly authorized person for a period of **three (3) days**, he or she shall notify the Superintendent of the fact within **three (3) days**.

ARTICLE II – COLLECTION

**15-2-1**        **ESTABLISHMENT OF SERVICES.**    The Superintendent shall establish the following collection services:

(A)            Regular collection service for removal of refuse in receptacles or bundles described in **Sections 15-1-5** and **15-1-8**, at the fees shown in **Sections 15-3-1** and **15-3-2** hereof.

(B)            Dumpster collection service for removal of refuse in dumpsters provided by the Village or vendor under contract with the Village at the fees shown in **Section 15-3-2** hereof.

**15-2-2**        **FREQUENCY OF REGULAR COLLECTION SERVICE.**    Regular collection service shall be provided **one (1) time** per week for the protection of public health and the control of flies, insects and rodents.

**15-2-3**        **ACCUMULATION OF GARBAGE UNLAWFUL.**    The fact that garbage or rubbish remains on an occupant's premises in the Village in violation of this Chapter shall be prima facie evidence that the occupant of such premises is responsible for the violations of the Chapter occurring.

**15-2-4**        **SIMULTANEOUS SERVICE BY MORE THAN ONE SYSTEM.**    Regular collection service or dumpster collection service shall be provided according to the type and volume of refuse to be removed, economies of operations and capability within the Village and its vendor. Normally, regular collection service and dumpster collection service will be provided to the same installation only at the discretion of the Superintendent.

**15-2-5**        **FREQUENCY AND EXTENT OF DUMPSTER COLLECTION SERVICE.**    Dumpster collection service shall be provided **one (1) time** per week for the protection of public health and the control of flies, insects and rodents. Additional containers or more frequent collection shall be provided on a regular schedule or on special order according to the availability of the Village and its vendor. Service to locations outside established routes may be provided at special charges as provided in **Section 15-2-3**.

**15-2-6**        **CERTAIN ITEMS NOT TO BE PLACED IN CONTAINERS.**

(A)            Dead animals, hazardous waste, clothing taken from persons with infectious diseases, yard waste, bulky or heavy items such as tires, refrigerators, stoves, air-conditioners, sofas, chairs, auto parts weighing more than **five (5) pounds** or **2.27 kilograms**, mufflers, heavy pipe or metal and other like items shall not be placed in containers used for regular collection service or the dumpster collection service.

(B)            In addition to the items listed in (A), pipe, auto parts, heavy metals or metal parts, lumber, dirt, rocks, bricks, concrete blocks, crates and other refuse from construction or remodeling shall not be placed in containers used for regular collection service.

(C)            The owner or occupant of any building, house, structure or land shall have these prohibited items removed and deposited in the Village disposal area (during the Village's spring weekend Village wide clean up) or other approved disposal area at his or her own expense.

**15-2-7**        **PARKING INTERFERING WITH CONTAINERS.**    It shall be unlawful for any person to park a vehicle of any nature within **six (6) feet** or **1.83 meters** of any dumpster used in the

dumpster collection service in such a manner which would interfere with the removal of refuse from such container, or block the approach to such container. Proof of ownership of any vehicle violating this Section shall be prima facie proof that such owner parked such vehicle.

**15-2-8**        **DAMAGING CONTAINERS PROVIDED FOR REFUSE COLLECTIONS.** It shall be unlawful for any person to damage, either willfully or through negligence, any property of the Village or of its vendor used in the Village collection services.

**15-2-9**        **DOORS AND LIDS TO BE KEPT CLOSED.** Except when refuse is being loaded in containers, the doors and lids shall be kept closed except at certain locations approved by the Superintendent.

ARTICLE III – SERVICE FEES

15-3-1 **RESIDENTIAL PREMISES FEES.** The residences of the Village are hereby divided into fair and reasonable types according to their structure and uses for the purpose of garbage and trash accumulation.

Fees for regular collection services shall be as follows, per month (or portion thereof):

	Base Fee	Village Administration Fee	Total
One family residence	\$16.00	\$2.00	\$18.00
Two family residence	32.00	4.00	36.00
Mobile homes (trailers)	16.00	2.00	18.00
Apartment (each apartment)	16.00	2.00	18.00
All others	16.00	2.00	18.00

The refuse fees shall be included monthly within the water bill to each water user, and the Village’s Public Works Department is directed not to accept payment of the water bill unless such payment is in the total amount billed, which shall include the appropriate refuse fee as herein provided. Owners or occupants of premises which do not use Village water shall be billed monthly by separate billing for the appropriate refuse fee for their premises. All accounts due are subject to a penalty of **ten percent (10%)** if not paid on or before the expiration of the past-due date shown on the bill. (Ord. No. 2011-03; 07-11-11)

15-3-2 **BUSINESS, COMMERCIAL AND OTHER NONRESIDENTIAL FEES.** The business, commercial, educational and other nonresidential buildings and other institutions are hereby divided into fair and reasonable types for the purpose of collection of garbage and trash accumulation. Collections will not be made from inside structures and enclosures. The Superintendent shall determine the appropriate type of container (garbage and trash receptacle or dumpster) that will be used for the premises. Refuse fees, for a calendar month (or portion thereof), for such classification shall be as follows:

(A) **For Garbage and Trash Receptacles.** The appropriate refuse fee (and other provisions) as provided for residential premises (Section 15-3-1).

(B) **Dumpster Collection Service.** The standard fee for the appropriate size dumpster as charged by the vendor under contract with the Village. All such fees shall be invoiced by the vendor to the user and paid by the user directly to the vendor.

All users receiving dumpster collection service at the time of the effective date of this Article (July 1, 2002) from a vendor other than the vendor under contract with the Village shall be allowed to continue such service until the users contract with its vendor expires, at which time the user shall commence service under the provisions of this Article.

(C) There shall be no refuse fee for any user not being charged a fee for its use of water through the Village’s waterworks systems (i.e., the Village Hall, the Ambulance Building and the Firehouse).

(D) The Superintendent is authorized to suspend the refuse fee for any user of water through the Village’s waterworks system who does not generate garbage or trash.

15-3-3 **SERVICE OUTSIDE VILLAGE.** Charges for services under this Article rendered outside the Village limits shall be **1.25 times** the rates established by this Article, but such services shall be available only to users of the Village’s waterworks system, must be within the capabilities of the Village and its vendor and may be provided or terminated at the discretion of the Superintendent.

**15-3-4 BILLING; DISCONNECTION OF WATER FOR FAILURE TO PAY BILL.** The charges fixed in this Article for the collection, removal and disposal of all garbage or trash shall be entered in their respective amounts as charges against each owner, manager, occupant, tenant or lessee, and the amount so fixed and charged shall be collected monthly in connection with and as a part of the water bill of the Village. Should any owner, manager, tenant or lessee of any place of abode or of any business or commercial establishment fail or refuse to pay the charges fixed against him or her and his or her place of abode or place of business when due, the Village shall have the right to disconnect water service to his or her place of abode or place of business against which such garbage or trash collection fees and water charges have been fixed and assessed.

**15-3-5 PENALTY.** Any person, firm or corporation violating any provision of this Article shall be fined according to the provisions of **Section 1-1-20** of this Code. The fact that garbage or trash remains on any occupant's premises in the Village in violation of this Article shall be prima facie evidence that the occupant of such premises is responsible for the violation of the section occurring.