

## CHAPTER 16

### GARBAGE

#### ARTICLE I - GENERAL REGULATIONS

**16-1-1**        **DEFINITIONS.** As used in this Code, the following definitions shall apply:

**"GARBAGE"** shall mean wastes resulting from the handling, preparation, cooking and consumption of food; wastes from the handling, storage, and sale of produce.

**"RUBBISH"** shall mean combustible trash, including, but not limited to paper, cartons, boxes, barrels, wood, excelsior, wood furniture, bedding; non-combustible trash, including, but not limited to, metals, tin cans, metal furniture, dirt, small quantities of rock and pieces of concrete, glass, crockery, other mineral waste; street rubbish, including, but not limited to street sweepings, dirt, catch-basin dirt, contents of litter receptacles, provided, however, that refuse shall not include earth and wastes from building operations, nor shall it include solid wastes resulting from industrial processes and manufacturing operations such as food processing wastes, boiler house cinders, lumber, scraps and shavings.

**"YARD WASTE"** shall mean material such as tree branches, yard trimmings, leaves and grass.

**16-1-2**        **LICENSE REQUIRED; FEE.** No person shall engage in the business as a residential or commercial collector of garbage and rubbish unless such person shall have first made application to and secured a license from the Village.

The license fee shall be **Fifty Dollars (\$50.00) per year.** The fee shall be paid on or before **May 1<sup>st</sup>** of each year. The Village is not subject to the provisions of this Chapter.

**16-1-3**        **APPLICATION FOR LICENSE.** Upon application for a license, the person applying for the same shall furnish the Village Clerk, along with the application, proof of insurance in the amount of **Three Hundred Thousand Dollars/One Hundred Thousand Dollars (\$300,000/\$100,000)** Liability and Property Damage, and at that time, they shall file with the Clerk a rate schedule for services to be performed for a residential application.

The rate schedule shall set forth the type of service to be offered and the price for same; including the size and number of cans per pickup for the charge, the charge for any extra cans, the charge for bags, the size of the bags and the charge for bundles and size of the bundles; also, a rate schedule shall include an unlimited service charge; the schedule shall set forth whether this is once-a-week or twice-a-week pickup.

The rate schedule shall be valid for **one (1) year** and the licensee shall not be permitted to increase his price on the schedule for a period of **one (1) year** from the date of filing of the rate schedule. The rate schedule shall be effective upon approval by the Village Board.

**16-1-4**        **TRUCK REQUIREMENT - CLEANLINESS.** The firm that handles the collection of trash shall be of good character and give evidence that the equipment used by him is adequate for the purposes intended. The successful firm shall have a truck or trucks which shall be so designed that garbage and rubbish that is collected will be covered at all times except in the loading of garbage or rubbish, so that offensive odors are not permitted to permeate the air and cause a nuisance within the Village. The trucks and all containers in which garbage is collected and transported shall be cleaned daily and the collector shall not collect any garbage on any day without having a clean truck and hand containers if containers are used.

**16-1-5**        **PARKED GARBAGE TRUCKS.** No truck carrying garbage or rubbish, or both, shall be parked or be permitted to stand anywhere in the Village except as provided for in **Section 16-1-10** any longer than is necessary to pick up containers; however, providing that the standing of such vehicle was made necessary by mechanical trouble, traffic conditions, accident or obedience to the direction of policemen or traffic signals, shall not be considered a violation of this Code.

**16-1-6**        **TRUCK WASTEWATERS.** A garbage truck or other equipment shall not be washed on Village streets or public property and will not be washed where the wastewaters will cause any offensive odors to adjoining property owners.

**16-1-7**        **WINDBLOWN GARBAGE UNLAWFUL.** It shall be unlawful to place garbage or rubbish in such a manner as to allow the same to be blown by the wind onto the property of other residents.

**16-1-8**        **GARBAGE FALLING FROM TRUCK.** It shall be unlawful to deposit or permit to fall from any vehicle any garbage, refuse or ashes on any public street or alley in the Village, provided that this Code shall not be construed to prohibit placing garbage, refuse, or ashes in a container complying with the provisions of this Code, preparatory to having such material collected and disposed of in the manner provided herein.

**16-1-9**        **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.

**16-1-10**       **LOCATION OF YARDS FOR EQUIPMENT.**  
(A)            A licensee shall designate the location of the yards on which his equipment will be parked while not in use and the equipment shall not be parked within the Village limits unless the designated location shall not, in the opinion of the Village Board, create any nuisance for adjoining property owners.

(B) The licensee shall have as additional equipment, a truck for the disposal of large or unusual items of rubbish which cannot be placed in the designated containers and shall have available for such pickups, such equipment at least **one (1) day** each week or on such additional days as may be necessary to satisfy the needs of the public.

**16-1-11 INDUSTRY, CONSTRUCTION, ETC.** Nothing in this Code shall be deemed to prevent or regulate the hauling of rubbish or refuse from industrial processes, from construction projects or other matter not normally collected on a regular schedule and haulers of rubbish, not normally collected in regular collections, shall be excused from the requirements of obtaining a collector's license as provided in this Chapter.

**16-1-12 REVOCATION OF PERMIT.** If the licensee fails to perform any services according to his application and rate schedule, the Mayor may revoke his permit.

**16-1-13 AGREEMENTS WITH CONTRACTORS.** The Sanitation Department is empowered to enter into agreements with business and commercial establishments for the collection and disposal of their refuse items on a contract basis to be based upon an estimate and calculation of the volume of refuse to be collected on each pickup of refuse by the Sanitation Department.

From and after **May 1, 2010** the charge that will be in effect for said garbage pickup will be at the rate of **Twenty Dollars (\$20.00)** per household for every **two (2) months** of residential garbage pickup. (**Ord. No. 2010-224; 04-20-10**)

**16-1-14 RULES AND REGULATIONS.** The rules and regulations are established for the collection of refuse and garbage within the Village, as follows:

(A) All refuse and garbage will be picked up at the street curb wherever practical, and all residents shall have their containers or refuse at the designated locale on the day or days upon which pickup of garbage and refuse is designated.

(B) In the event that there are well maintained alleys adjacent to the residential customer, then and in that event, garbage and refuse will be picked up from a collection point adjacent to the alleys and all residents will have their containers and refuse at the edge of the alleys on the designated collection days.

(C) No container larger than **thirty-two (32) gallons** capacity shall be used for the collection of garbage and refuse. The minimum size shall be **twenty (20) gallons**.

(D) Deposit of garbage and refuse within heavy-duty plastic bags is acceptable. All garbage must be wrapped before being placed in the container.

(E) No filled container for the collection of garbage or refuse shall have a gross weight in excess of **fifty (50) pounds**.

(F) All brush cuttings and limbs to be collected shall be tied in bundles not to exceed **eighteen (18) inches** in diameter, and not over **four (4) feet** in length.

(G) **Fifty (50) gallon** barrels will not be handled by the Sanitation Department. All barrels that are not emptied and are used continuously by the residents as a container for garbage and refuse will be picked up and disposed of by the Village during annual clean-up time.

(H) Any complaints or requests concerning the pickup of garbage and refuse shall be made to the Sanitation Department at the Village Hall.

(I) The Sanitation Department shall only pick up garbage and refuse. Furniture, household goods and electrical appliances shall not be construed as pick-up items.

(J) No garbage or refuse, as herein defined, or any other junk, trees or any part thereof, furniture or waste material shall hereafter be hauled to, deposited or dumped in the area formerly operated by the Village.

(K) Tree trunks or tree stumps will not be collected or picked up by the Sanitation Department.

**16-1-15 EQUIPMENT REGULATIONS.** No vehicle shall be operated or moved on any Village street or on any municipal property unless such vehicle is so constructed or loaded as to prevent any of its load from dropping, shifting, leaking or otherwise escaping therefrom, except that sand may be dropped for the purpose of securing traction or water or other substance may be sprinkled on a roadway in cleaning or maintaining such roadway.

**16-1-16 LOAD COVERING.** No person shall operate on any Village street or Village property, any vehicle with any load unless the load and any covering thereon is securely fastened so as to prevent said covering or load from becoming loose or detached in any manner so as to become a hazard to the usefulness of the highway.

**16-1-17 UNSUPERVISED BURNING.** There shall be no unsupervised burning of landscape waste upon Village property. At all times the burning of landscape waste by the citizens and the Village's landscape waste shall be under close supervision by Village employees at the specified provided site. **(Ord. No. 99-111; 01-05-99)**

**16-1-18 TRADE WASTE BURNING ILLEGAL.** It shall be unlawful for contractors who are not under contract with the Village to dump or burn trade waste, including wood chips, at the Village's provided site.

**16-1-19 CONTAINER PROVIDED.** For all yard waste as defined in **Section 16-1-1**, the Village will provide a container for the yard waste to be located at the Village garage and any Village resident desiring to do so, may take to the yard waste container provided by the Village, the yard waste that he or she may have. The Village shall not provide any pickup for yard waste and the residents shall take the yard waste to the container provided by the Village.

**16-1-20 COMPOST BINS.** Residents shall be allowed **one (1)** compost bin per residence with the size of the bin not to exceed **five (5) feet** in height, **five (5) feet** in depth and **five (5) feet** in width, nor contain more than **one hundred twenty-five (125) cubic feet** in volume and all compost bins so owned, constructed, or possessed by any Village resident shall be placed by that resident at least **five (5) feet** from all property lines, either side or rear lot lines, and it is specifically prohibited to place any such compost in public alleys.

**16-1-21      DUMP TRUCK USAGE AND FEES.**

(A)            The Village Street Department shall provide a service to its residents by providing a dump truck to all residents of the Village for the purpose of hauling and removing trash generated within the Village.

(B)            To request the use of a dump truck, a contract must be completed at the Village Hall and appropriate service fees must be paid at that time. The Clerk shall have the authority to request each patron provide identification demonstrating residency in the Village. The dump truck is only to be used for trash generated by the household for which the contract was completed. Multiple households using the dump truck simultaneously is not permitted.

(C)            A list of unacceptable items will be listed on the contract. Anyone who violates said list or the terms and conditions of the contract will be banned from utilizing this service in the future and will be charged the full dumping fee.

(1)            Items not accepted include, but are not limited to the following: construction materials, hazardous wastes and materials, bulk liquids, lead-acid batteries, potentially infectious medical wastes, used motor oil, white good appliances and components, whole tires, television consoles, electronic keyboards, video game consoles, digital converter boxes, computer monitors, fax machines, electric mice, videocassette recorders, printers, scanners, small scale servers, portable digital music players, satellite receivers, DVD players, yard waste, refrigerators, freezers, air conditioners, water heaters, tires or batteries.

(2)            Those items not specifically listed may be accepted or rejected at the discretion of the employees operating the dump truck. The dumping of unacceptable items including hazardous, volatile, highly flammable or explosive items shall not be permitted. Violators shall be prosecuted to the fullest extent permitted by law.

(D)            The hours of operation for the dump truck shall be as determined by the Village Board of Trustees. After applicable service fees have been paid and all requirements met, the dump truck will be dispatched to the address listed on the contract and left for a defined period of time, which will be determined by the Village Street Department. Once the resident has completed the use of the truck and/or the time period for the use has passed, the Village Street Department will dispose of the contents by the dumping the truck at the local landfill. The resident listed on the contract will then be billed for the full dumping fee. The dumping fee shall be set by the landfill and subject to change.

(E)            Fees for the usage of the dump truck are as follows:

- (1)            Large Truck - \$25.00 service fee
- (2)            1 Ton Dump Truck - \$40.00 service fee
- (3)            Customer w/water account - \$0.00 deposit
- (4)            Customer w/o water account - \$100.00 deposit
- (5)            Full Dumping Fee - To be determined by landfill. Village to send bill to resident within **fourteen (14) days** of receipt.

(F)            In the event, upon submission of the bill for such trash removal, the resident who signed the contract fails or neglects to pay said bill within **thirty (30) days**, then such billable amount may be added to the water bill submitted to the undersigned. Failure to pay the garbage and refuse hauling bill and the water bill when so billed may then result in the water supply to the resident being stopped until all charged are paid in full. If a customer/resident does not have a water account, the customer/resident shall forfeit their

deposit to insure payment for trash hauling. Upon payment of the said dumping fee by the resident, the Village shall refund the deposit to the resident within **thirty (30) days**.

(G) This ordinance shall expire and be repealed on **October 30, 2018**, unless subsequent action is taken by this Board of Trustees for the Village.

**(Ord. 17-323; 11-07-17)**

**(Ord. No. 90-0-5; 06-19-90)**  
**(See 65 ILCS Sec. 5/11-19-1, et seq.)**