

SCHAPTER 16

HEALTH POLICIES

ARTICLE I - TRASH PICKUP

16-1-1 GENERAL. All agricultural waste, household waste, trash or garbage, or any business or commercial waste, trash or garbage shall be collected and disposed of by the Village or by an authorized commercial collector provider selected as provided herein. It shall hereafter be unlawful for any person to dispose of any such materials in any other manner unless otherwise provided for by statute, regulation or ordinance.

16-1-2 COMPLIANCE REQUIRED. All residents within the Village shall comply with all applicable provisions of any contract, and any extensions or amendments thereto, hereinafter entered into by the Village with any authorized commercial collector for the exclusive collecting, transporting, processing, storing or disposing of garbage, rubbish, trash, refuse, recyclables, landscape waste or solid waste of any kind from any residence, dwelling, multi-family residential development, business or other location within the corporate limits of the Village. It shall be unlawful to dump, destroy or otherwise dispose of refuse or garbage within the Village limits except as herein provided.

16-1-3 EXCLUSIVE CONTRACT REQUIRED. No person or entity shall engage in the enterprise of collecting, transporting, processing, storing or disposing of garbage, rubbish, trash, refuse, recyclables, landscape waste or solid waste of any kind from any residence, dwelling, multi-family residential development, business or other location within the corporate limits of the Village, as the limits exist from time to time, without first having secured an exclusive contract with the residence, dwelling, multi-family residential development, business or other location within the corporate limits of the Village for such purposes. The Village shall enter into such exclusive contract only in compliance with applicable law and after a public bidding process wherein the contract will be awarded to the lowest responsible bidder meeting the bid request proposal of the Village. No contract entered into by the Village shall take effect as to residents until **two (2) weeks** after the Village has published notice of the date(s) upon which the contract is to begin in a newspaper of general circulation within the Village at least once a week for at least **two (2) consecutive weeks**.

16-1-4 DEFINITIONS. For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

(A) **“Agricultural Waste”** shall mean any refuse generated on a farm or ranch by or in relation to crop or livestock production, including man-made or natural materials of any source or nature.

(B) **“Authorized Commercial Collector”** shall mean a person, firm or corporation licensed to collect, convey and dispose refuse in accord with the provisions of this Chapter.

(C) **“Bulky Waste”** shall mean large appliances, such as stoves, refrigerators, television sets, washing machines or the equivalent in size; furniture and furnishings, plumbing fixtures, large crates, tools, equipment, machinery or parts thereof and household, commercial or industrial similar items.

(D) **“Business or Commercial Waste, Trash or Garbage”** shall mean any and all refuse of any kind or nature, excluding bodily wastes, resulting from the operation or any business or industry within the Village limits, excluding construction and demolition waste.

(E) **“Collection Point”** shall mean the ground level on the property, not within the right-of-way of a street or alley, and readily accessible to and not more than **ten (10) feet** from the side of the street or alley from which the collection is made. The collection point may be altered if agreed to by the authorized commercial collector in writing.

(F) **“Construction and Demolition Waste”** shall mean lumber, roofing material, sheathing, rubble, broken concrete, plaster and brick, conduit, pipe, wire, insulation and similar material which results from a construction, demolition or remodeling process.

(G) **“Garbage” or “Refuse”** shall mean and include, but not be limited to, all agricultural waste, bulky waste, household waste, trash or garbage, industrial or commercial waste, landscape waste or any business or commercial waste, trash or garbage.

(H) **“Household Waste, Trash or Garbage”** shall mean all paper, wood, plastics, rags and cloth, leather, rubber, metals, cans, foils, ceramics, crockery and similar items normally produced by or originating from private residential occupancy; provided, however, that the items set forth herein need not be produced by or originate from a residence to be classed as “household waste, trash or garbage” so long as such waste is similar to the waste produced by or originating in a residence as to size, weight and material, excluding therefrom any bodily wastes.

(I) **“Industrial or Commercial Waste”** shall mean any material or substance which is a waste byproduct of the industrial or commercial process and shall include packaging materials and equipment used in the delivery or shipment of goods to or from the industrial or commercial site.

(J) **“Landscape Waste”** shall mean any vegetable or plant refuse, including but not limited to trees, tree trimmings, tree stumps, branches and leaves, brush, weeds, grass, shrubbery and yard trimmings of any source or nature. Landscape waste shall also include any man-made materials used in relation to the maintenance of any yard or landscaped area.

16-1-5 GARBAGE COLLECTION.

(A) Except as herein provided, no garbage or any other 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 **ten (10) feet** thereof, earlier than **twenty-four (24) hours** prior to the scheduled time and date for the pickup of such garbage for the premises. Any garbage placed earlier than as aforesaid is hereby declared to be a public nuisance. Such a nuisance may be abated at the direction of the Mayor and the removal of such nuisance shall be at the expense of the owner and/or resident of the premises in question who shall be jointly and severally liable. Routes of collection will be along streets, alleys and rights-of-way as from time to time established by the Village or the authorized commercial collector. Routes and pickup points will be determined on the basis of the most efficient routing of collection equipment.

(B) All garbage shall be prepared for collection in strict conformity with this Chapter and deposited for collection in accordance with collection standards as adopted by the Village or the authorized commercial collector from time to time.

(C) It shall be unlawful to place any material for collection in unauthorized or defective containers. The authorized commercial collector may refuse to collect improperly prepared

garbage and may give notice of such by affixing a tag to the container or material citing the violation. Failure to comply after first notice may result in prosecution for the violation.

(D) It shall be unlawful to place any material for collection which is dangerous or hazardous, including but not limited to poisons, acids, caustics, explosives, human or animal excreta, dead animals, or any other hazardous material that may cause damage or injury to collection equipment or personnel.

(E) It shall be unlawful for any person to deposit for collection any refuse or bulky trash item not produced at the address from which collection is made or to bring any refuse or bulky trash into the Village or from one address to another within the Village for the purpose of taking advantage of the collection service. It shall also be unlawful for any resident to deposit refuse or bulky items for residential collection service, which refuse was produced by any professional or business enterprise engaged in by the resident.

16-1-6 ACCUMULATION AND STORAGE. No person shall accumulate or store or permit to be accumulated or stored on any property within the Village limits any garbage or refuse in a method or in quantities not authorized by this Chapter; provided, however, that these regulations shall not apply to any refuse accumulated or stored within a building or accessory structure constructed and maintained in accordance with duly established health, zoning and building laws, codes and regulations, nor to the storage of clean material.

16-1-7 METHOD OF STORAGE AND ACCUMULATION. Garbage shall be drained of liquid, wrapped securely in paper, plastic bags or similar material and placed with other garbage in a watertight plastic or metal container at the collection point. Garbage shall not be stored for a period exceeding **seven (7) days**. An exception to the above accumulation and storage methods for restaurants, institutions and commercial food-handling and processing uses may be granted by the Village through written agreement setting forth the specific conditions and regulations to be applied.

16-1-8 BUSINESS OR COMMERCIAL WASTE, TRASH OR GARBAGE. Business or commercial waste, trash or garbage stored outside of buildings shall be stored in containers of suitable size, shape and material so as to prohibit the waste from being scattered by wind or rain and shall prohibit accessibility of such waste to rodents and other vermin. An exception to the container requirement shall be for an inorganic industrial byproduct waste of such quantity that container storage is impractical. In such latter instance, storage shall be by a means which will prohibit the waste material from becoming a practical nuisance to the neighborhood. In all instances, wastes shall not be stored for periods exceeding **seven (7) days** without written approval of the Village.

16-1-9 CONSTRUCTION AND DEMOLITION WASTE. Construction and demolition waste may be stored upon the land where actual construction or demolition is in progress; provided, however, that such waste shall not be stored for a period exceeding **thirty (30) days** and shall not be stored in a way which will allow it to be scattered by wind or rain. Such stored waste shall also be protected or fenced to eliminate attractive nuisances which may endanger the safety of children.

16-1-10 BULKY AND LANDSCAPE WASTE. Bulky and landscape waste shall not be stored outside of a building or accessory building on any land in the Village, except for a period not exceeding **seven (7) days** pending collection and disposal. However, brush, tree trimmings, yard clippings, leaves, glass or other waste from live plantings may be stored for longer periods of time if necessary until the next scheduled collection day for such items or for composting as future mulch material. Commercial and industrial properties shall not place bulky items for collection. It shall be a violation of this Code for

any individual to place bulky waste for collection if that waste is not generated at or directly associated with the residence. If not established by contract with the authorized commercial collector, the Village may also provide by resolution for the authorization of a Village-wide date upon which collection of bulky waste may occur. In such instances, the Village Board of Trustees shall establish such date at any regular or special meeting and shall thereafter post the date(s) at the Village Hall and shall also publish notice of such date(s) in a newspaper of general circulation within the Village at least once a week for at **two (2) consecutive weeks**.

16-1-11 SCAVENGING. Any person found scavenging shall be in violation of this Code and subject to its fines and penalties as set forth herein.

16-1-12 INDUSTRIAL AND COMMERCIAL PROPERTIES. It shall be the responsibility of the owner or occupant of all commercial and industrial properties to dispose of industrial or commercial waste by contracting for the collection, conveyance and disposal with an authorized commercial collector; provided, however, that all such collections must be in accord with the other conditions of this Code.

16-1-13 VIOLATIONS AND PENALTIES. Any person who shall violate any provision of this Chapter, upon conviction thereof, be punishable by a fine of not more than **Two Hundred Fifty Dollars (\$250.00)** and costs of such proceedings or, upon default of payment of such fine and costs, by imprisonment in the County Jail for a term of not more than **thirty (30) days**; provided, however, that if the court determines that the defendant is without the financial means to pay the fines and costs immediately or in a single remittance, such defendant shall be permitted to pay the fines or costs in installments and over such periods of time as the court deems to be just. Upon an owner's failure to comply with the requirements set forth in this Chapter, civil proceedings may be instituted for enforcement. The Village shall be entitled to recover its court costs, expenses and reasonable attorney's fees incurred in regard to enforcement in addition to any unpaid trash pickup service charges, interest or other damages as may be proven by the Village.

16-1-14 LIEN ON PROPERTY. Charges for trash pickup services as contracted for by the Village shall be a lien upon the premises to which such services are provided, which said lien, after non-payment of charges in accordance with this Code, shall be perfected by the filing with the County Clerk of a Notice of Lien therefore by or at the direction of the Village Clerk, which lien, once so perfected, shall be enforceable against the property to the extent not prevented by law.

16-1-15 ADMINISTRATION. The Village may, upon agreement with the Authorized Commercial Collector, provide billing services for all costs and expenses incurred by Village residents for trash collection services rendered pursuant to any contract entered into and in force pursuant to this Code. The provision of trash collection services by the Authorized Commercial Collector shall be deemed a utility service provided by the Village. The billing for trash collection service may be made by the Village separately or as part of any other utility bill. The failure of any resident to pay any valid utility provided by the Village shall give the Village full power and authority to cease the provision of all utility services until such resident has paid all amounts then due and owing to the Village for all utility services.

(See 65 ILCS Sec. 5/11-19-1, *et seq.*)