

TITLE 12

REFUSE

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Garbage Ordinance	1

CHAPTER 1

GARBAGE ORDINANCE

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12-1-1: DEFINITIONS:

The following terms are for the purposes of this Ordinance defined as follows:

GARBAGE: Wastes resulting from the handling, preparation, cooking and consumption of food; wastes from the handling, storage and sale of produce.

REFUSE: Combustible trash, including, but not limited to, paper, cartons, boxes, barrels, wood, excelsior, tree branches, yard trimmings, wood furniture, bedding, noncombustible 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, leaves, catch basin dirt, contents of litter receptacles. Provided, refuse shall not include earth and wastes from building operations, or demolition. Provided further nothing shall be considered refuse that shall not fit in a garbage can of 20 gallon liquid capacity or fit in a plastic bag of 20 gallon liquid capacity.

ASHES: Residue from fires used for cooking and for heating buildings.

AUTHORIZED COLLECTOR: The authorized collector is the person, corporation or entity who has shown a consistent proven ability in the collection of garbage, refuse and ashes whose collection, charges and rates have been approved by the Village for the various classifications of users and producers of trash as hereinafter set forth and with whom the Village has entered into a collector's contract.

COLLECTOR'S CONTRACT: This is a contract to be entered into with a person, firm or corporation for the collection of garbage, refuse and ashes within the Village for the various user or producer classification hereinafter set forth.

RATES: This shall mean the monetary remuneration established and received by the Village for collection, hauling and disposal of garbage, refuse and ashes generated by its citizens, users or producers of trash.

RESIDENTIAL CLASSIFICATION: This classification shall be for the single family dwelling and apartment buildings for rate purposes that the Village public utilities designate as “residential”.

COMMERCIAL CLASSIFICATION: This classification shall be for business establishments, users or producers of trash.

INDUSTRIAL CLASSIFICATION: This classification shall be for those users, producers of trash or business establishments that manufacture items.

12-1-2: COLLECTOR’S CONTRACT:

The Village shall enter into a contract with a collector for the collection of garbage, refuse and ashes as follows:

A. The collector’s contract to be entered into hereunder shall provide that the authorized collector shall furnish the necessary labor and necessary vehicles, trucks and equipment in conformity with this chapter for the collection, removal and disposal of garbage, refuse and ashes from the residential class of property.

B. The collector’s contract shall further provide that garbage, refuse and ashes shall be collected once a week and shall contain provisions as to the notice of the day of the week and routes that the collector shall follow and shall provide for notice in the local newspaper of same.

C. The collector’s contract shall further provide for the collector’s compliance with all laws, statutes and ordinances of the State of Illinois, County of Bureau, and Village of Tiskilwa, pertaining to the collection, removal and disposal of garbage, refuse and ashes.

D. The collector’s contract shall further provide for the compensation to be paid to the authorized collector from the Village.

E. The collector’s contract shall make some provision regulating the removal of garbage, refuse and ashes from properties of commercial or industrial classifications but shall leave the rates and individual contracts to be agreed upon between the collector and the individual business or industry. 4-2017

F. The collector’s contract shall further make provision for payment and disposal of the garbage, refuse and ashes at a legal landfill site.

12-1-3: LANDFILL CONTRACTS:

Separate contracts are hereby authorized and shall be executed between the Village and the collector and between the Village and the owner or operator of the landfill garbage dump.

12-1-4: RATES:

The rate to be charged residents, householders or producers of garbage, refuse and ashes by the Village for collection of garbage, refuse and ashes by the authorized collector will be itemized, charged and billed to said users on their monthly water bill of the Village of Tiskilwa water utility. The rates shall be set from time to time by separate ordinance. The monthly garbage collection fee is \$21.55 per user per month.

12-1-5: VEHICLE STANDARD:

No person shall transport garbage, refuse or ashes, or cause garbage, refuse or ashes, to be transported, over the streets or other public ways unless such waste being transported over and along the streets or other public property is transported in a liquid type bed which is tightly covered.

12-1-6: QUALIFICATION OF COLLECTORS:

No person, operating as a collector of garbage, refuse or ashes, unless contracting directly with the Village as its waste disposal contractor, shall remove waste from any residential, institutional or commercial or industrial premises or transport waste through the streets, alleys or public ways, or contract for or permit himself or itself to be

employed or engaged for any such removal, transportation or disposal, without first having secured a license for performing such garbage removal service from the Village Clerk. Application shall be made to the trustee of the Village designated as Street Commissioner. The application shall show the name of the person to be licensed, or in the case of a corporation, the names of the principal officers, and their addresses and telephone numbers; description of the equipment to be used in such collection and transportation; the list of the names of all persons for whom such removal is to be made so far as is known; specifications of the vehicle in which the garbage, refuse or ashes is to be transported; the site location of and the manner in which the ultimate disposition of the garbage, refuse and ashes or waste is to be accomplished.

The Street Commissioner shall advise the Village Clerk if the equipment is in accordance with this ordinance and the Clerk shall then issue a license to the applicant. The fee for the issuance of such license shall be One Hundred (\$100.00) Dollars for a year and shall be due and payable on the first day of May of each year and shall expire on the 30th day of April following the date of issuance. When issued for a period of less than six months, the fee to be paid shall be Fifty (\$50.00) Dollars.

12-1-7: CONTAINERS REQUIRED:

All persons who set out garbage, refuse or ashes for collection shall:

A. Provide, and renew when necessary, a sufficient number of containers to hold the garbage, refuse or ashes accumulated.

B. Place all such garbage, refuse or ashes in metal, tapered garbage cans with lids or in plastic garbage bags with the tops of the bags gathered and tied or a combination of plastic garbage can liners and garbage containers. Said cans or bags shall not exceed the size of 20 gallon liquid capacity and shall not be of such weight that cannot be handled by one man or of such size that the same shall not fit into the hopper of a garbage truck.

12-1-8: LOCATION OF CONTAINERS:

If the garbage is to be collected by the authorized collector for the Village, on collection days, containers shall be placed in plain view next to or adjacent to the nearest or most convenient public street to the householder or person being serviced for the purposes of such collection.

12-1-9: TYPE OF VEHICLE TO BE USED:

The authorized collector shall in the collection of garbage, refuse and ashes, use only enclosed, sanitary and leakproof compaction type vehicles which comply with any and all requirements of the Health Department of the Village, state and federal governments.

12-1-10: ADDITIONAL SERVICE:

Any resident, householder or producer of garbage, refuse and ashes who desires more frequent or greater service than that above set forth, then the rates and charges therefore shall be a matter of private contract between such resident, householder, or producer and the authorized collector.

12-1-11: OTHER COLLECTIONS:

A. Any person, persons, entity or user, living, residing or doing business in the Village, that would under other sections of this chapter be subject to the charge on collection of garbage, refuse or ashes by the collector for such pick-up that do not desire, for whatever reason, to have this contractor perform his pick-up, but who desires another person to pick up from him, may be relieved from his utility bill obligation or trash collection bill obligation by appearing before the collector of utility bills and signing a statement to that effect and naming his collector. If his collector is qualified under all sections of this ordinance, he will not be billed for trash collection, but this shall not be construed as relieving 4-2017 him from using proper containers for his garbage, refuse or ashes.

B. For the user or producer of trash, who has elected and qualified to use other than the authorized contractual pickup collector and who is not being billed on the Village billing system and the authorized contractual

pickup from his own collector, he may do so by appearing before the Village utility bill collector and signing a statement indicating the change and paying a bookkeeping fee of Ten (\$10.00) Dollars, which Ten (\$10.00) Dollars shall be retained by the utility. Collection service shall be started not more than fifteen days after the paying of the re-registration fee.

C. No section of this chapter shall be construed as prohibiting any other individual hauler or trash collector from collecting other Village debris and trash by private contract including but not limited to structural, construction and landscape debris.

12-1-12: PENALTIES:

Any person violating any provisions of this ordinance shall, upon conviction, be fined not less than Twenty-five (\$25.00) Dollars nor more than Five Hundred (\$500.00) Dollars for each offense; each violation thereof shall constitute a separate offense.

12-1-13: PUBLICATION:

The Village Clerk is hereby directed to cause this ordinance to be published in the Bureau Valley Chief newspaper once within ten days after passage hereof. This ordinance shall be in full force and effect ten days after it is so published.

Passed and adopted this 5th day of October, 1976. Published in Bureau Valley Chief November 4, 1976