

CHAPTER 16

GARBAGE

ARTICLE I - GENERALLY

16-1-1 **DEFINITIONS.** The following definitions shall apply in the interpretation and enforcement of this Chapter.

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

"Refuse" shall mean tin cans, bottles, glass, bundled papers, rags, and similar substances.

"Ashes" shall mean the residue from fires used for cooking and for heating buildings.

"Containers" shall mean the receptacles made of metal or plastic with a close-fitting cover, which shall be water-tight and shall have a capacity of not less than **five (5)** nor more than **thirty-two (32)** gallons with suitable handles and capable of holding garbage, refuse and/or ashes.

"Collection time" shall mean the hour of 6:00 A.M. on Thursday of each week, or the following day, if New Year's Day, Independence Day, Labor Day, Thanksgiving or Christmas shall occur on Thursday of any week, or at such hour or on such days as the Village Board of Trustees may hereafter establish. (Ord. No. 07-08; 10-02-07)

"Place of Collection" shall mean any area within **five (5) feet** of the streets or all-weather alleys suitable for use by trucks of the premises of each owner or occupant of real property within the Village.

"The Owner or Occupant of Real Property Within the Village" shall mean every owner or occupant of any house, building, flat, apartment or tenement in the Village where people reside, board or lodge, or where animal or vegetable food is prepared or served.

16-1-2 **DEPOSITED IN STREET.** No garbage, refuse or ashes of any kind shall be deposited in any street, alley or public way, excepting as is provided in this Chapter, and no such refuse, garbage or ashes shall be so placed that it can be blown about or scattered by the wind.

16-1-3 **TAX LEVY.** There is hereby levied a tax of **ten percent (10%)** of the value, as equalized or assessed by the Department of Revenue, on all of the taxable property in the Village for the purpose of financing the collection and disposal of all garbage, refuse and ashes, which originates on the premises of every owner or occupant of real property within the Village.

16-1-4 **GARBAGE FEE.** There is hereby imposed upon each owner or occupant of real property within the Village a monthly charge, as of **September 1, 2021**, of **Eighteen Dollars No Cents (\$18.00)** for the purpose of financing the cost or collection and disposal of all garbage, refuse, and ashes which originate on the premises of each owner or occupant of real property with the Village, and said monthly charge shall be paid at the same time and in the same manner as the charges made to the owner or occupant for sewer and water service by the Village to the owner or occupant. Commercial and business properties and apartments are required by Village Code to have their own dumpsters and are exempt from garbage fee. (Ord. No. 21-03; 08-17-21) (See Appendix "A")

16-1-5 **COLLECTION OF GARBAGE.** All garbage, refuse and ashes placed in containers at the place of collection time shall be collected by the Village or a person, firm or corporation authorized to collect same by the Village and shall be hauled, conveyed and transported away from the place of collection and disposed of in a sanitary and lawful manner.

16-1-6 OPERATOR LICENSED. No person, firm or corporation shall engage in the business of collecting garbage, refuse or ashes or haul, convey or transport the same over or upon the streets of the Village unless licensed to do so by the Village.

16-1-7 PROPER MACHINERY. No applicant shall be granted a license to engage in the business of collecting garbage, refuse or ashes and to haul, convey or transport same over and upon the streets of the Village unless he shall provide himself with the proper and necessary machinery or other appliances for properly taking care of and disposing of the garbage, refuse, and ashes in conformity with the health regulations of the State of Illinois, County of Monroe and this Village.

16-1-8 SCREENING OF REFUSE CONTAINERS.
(A) Entities, Enclosure and Size. All residential and nonresidential entities located within the Village shall visually screen and physically cover and enclose all refuse containers greater than or equal to **one (1) cubic yard** in size which are located on the outside of any building on their premises.

(B) Required Screening.

- (1) All such refuse containers shall be screened if and to the extent that in the absence of screening, they will be visible to:
 - (a) Persons located within any dwelling unit or residential property other than where the refuse container is located.
 - (b) Persons located within any multi-family dwelling unit on which property the refuse container is located.
 - (c) Occupants, customers, or other invitees located within any building or nonresidential property other than that where the refuse container is located.
 - (d) Persons traveling on any public street, sidewalk, or other public way.
- (2) Enclosures shall be of adequate size to allow for removal and replacement of refuse containers by trash hauler.
- (3) All screening materials shall be of materials compatible with that of the principal structure.
- (4) Enclosures shall be structurally sound, free of deterioration, and sanitary so as not to pose a threat to health and safety. Any surface which is deteriorated, decaying, disintegrating, or which has lost its capability to reasonably withstand the effects of the elements, shall be repaired. **(Ord. No. 92-7; 11-17-92)**

EXHIBIT "A"

REFUSE COLLECTION AGREEMENT

Commencing on the 1st day of September, 2021, Reliable Sanitation Service, Inc. a Corporation of Waterloo, Illinois, hereinafter known as the "Company" agrees to furnish services for the collection and disposal of garbage and refuse as defined herein from within the Village of Valmeyer, Illinois, hereinafter known as the "Village," subject to the following conditions and provisions:

1. It is understood and agreed that the Company shall provide services in compliance with the Municipal Code of the Ordinances of the Village and the Requirements of the Board of Health of the State of Illinois and subsequent revisions thereto.
2. To make combined collection of garbage and refuse from all residences within the Village limits of the Village of Valmeyer one time per week, the day of pick up to be mutually agreed upon between the Village and the Company. It is understood that the Company shall observe New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas as holidays. In the event one of these days falls on the regular collection day, pick up will be the day after.
3. It is understood and agreed that the Company shall make collections from business establishments, schools and churches within the Village. The type of service to be provided to these establishments shall be agreed upon between the Company and the individual establishment receiving the service. The Company shall also determine the rate to be charged each such commercial establishment receiving the service. If the rate set by the Company cannot be agreed upon between the Company and the establishment, the Village after consultation with the Company shall set the rate and the Company shall abide by the decision.
4. The term garbage shall be construed as meaning the offal of food stuff. The term refuse shall be construed as meaning tin cans, bottles, glass, papers, rags, ashes and other waste and discard that is generated from a normal household or business of that type. It shall not include landscape materials including brush, branches, leaves, yard cuttings or tree limbs, nor shall it include street sweepings, dead animals, animal excretion, sewage or residue from the construction of building demolition or construction. The Company shall not accept for pickup tires, batteries, oil, paint, or medical waste. In addition, the parties agree to comply with appropriate State Statutes or regulations relative to landscape waste and the Company shall not be required to pick up any materials which may be prohibited from normal garbage collection in accordance with the State Statutes or regulations.
5. It is further understood and agreed that any and all garbage and refuse to be collected shall be placed in a 95-gallon tote to be provided by the Company. Containers for collection may be placed along the curb or outside the boundary of each individual's property line or in an all-weather alley accessible to the equipment used by the company for collection.
6. The company agrees to carry full damage and general liability insurance and to furnish to the Village a certificate from their Insurance Carrier to that effect upon request.
7. The Village agrees that no business license or vehicle tax shall be imposed upon the Company by the Village during the period of this agreement or extensions thereof.
8. The price per month for all services to the Village shall be as follows: \$16.13 per resident for the first year. Effective September 1, 2022, September 1, 2023, September 1, 2024 and September 1, 2025 the monthly charge shall be increased by 3% or the annual "CPI based on all Urban Consumers", whichever is greater.
9. This agreement shall be in effect from September 1, 2021 to August 31, 2026. After the initial **five (5) year** term, the agreement shall automatically renew to successive **twelve (12) month** terms on the same terms and conditions, except under circumstances wherein either the Village or the Company shall notify the other, in writing, of their intentions of termination or renegotiation, such notice of termination or renegotiation

- shall be served at least **sixty (60) days** prior to the expiration of the original term, or any extension thereof. It is also agreed upon that if the company's performance does not meet the duties of this contract, this contract will be terminated after the first year.
10. In the event of enactment of legislation which would result in additional or unanticipated services by the Company, the parties agree to allow the Company to spread prorated additional charges necessitated by legislation requiring additional or unanticipated services, and, in the event of disagreement as to the amount to be imposed, negotiate as to amount to be added to service fees as hereinabove set forth.
 11. In the event that there is a default under this agreement, and it becomes necessary for either party to employ the services of an attorney either to enforce or to terminate this agreement, the losing party to the controversy shall pay to the successful party a reasonable attorney's fee and, in addition, such reasonable costs and expenses as are incurred in enforcing or termination of this agreement.
 12. In addition to the regular pickups, the Company shall make a bulk pickup of Miscellaneous Items consisting of **four (4) items** (refrigerators, washers, dryers, freezers, etc.) **four (4) times** each year on dates to be agreed upon. The date of the pickup shall be selected at least **thirty (30) days** in advance.
 13. In addition, the Company shall do curb side recycling the first and third trash pickup dates of the month. It is further understood and agreed that any and all recycling to be collected shall be placed along the curb in the 65-gallon tote provided by the Company.

Executed at Valmeyer, Illinois, on this 1st of September, 2021.

Reliable Sanitation Service, Inc.

/s/ Timothy L. Scheibe

Timothy L. Scheibe, President

Village of Valmeyer

By: /s/ Howard K. Heavner

Howard K. Heavner, President