

## CHAPTER 16

### VILLAGE GARBAGE AND REFUSE CODES

#### ARTICLE I: GENERAL

##### Sec. 16-0. GENERAL - APPLICABILITY.

The provisions of this Chapter shall apply to all persons residing in or visiting the Village of Orangeville, present and future, who have any stated, implied or incurred jurisdiction, liability or responsibility regarding the implementation, enforcement, and compliance with any and all of the zoning articles of this Chapter.

##### Sec. 16-1. GENERAL - PURPOSE.

A. The purpose of this Chapter is to establish reasonable, comprehensive, and functional garbage and refuse Codes for the Village regarding the collection, disposal, and recycling of its garbage and refuse.

B. It is intended that these Codes shall help protect and preserve the character of the Village with a consideration toward conserving the community's public health, safety, and welfare, while providing the best possible wholesome community environment.

##### Sec. 16-2. GENERAL - DEFINITIONS.

For the purposes of this Chapter, the following definitions shall apply to the terminologies indicated whenever they are used in this Chapter, unless the context clearly indicates or requires a different meaning:

**BAGS.** The term "Bags," when used herein, shall mean plastic sacks or receptacles designed to store household waste with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed fifty-pounds (50lbs).

**BASE RATE.** The term "Base Rate," when used herein, shall mean the minimum monthly charge assessed by the Village to each residential dwelling for basic household waste collection and disposal and recycling services. The base rate shall be set by contract and shall not include the charge assessed for additional bags of household waste collected in addition to two thirty-gallon (30gal) bag for each household.

**BULKY HOUSEHOLD WASTE.** The term "Bulky Household Waste," when used herein, shall mean rubbish such as stoves, refrigerators, water heaters, washing machines, white goods, furniture and waste materials other than construction debris, dead animals,

hazardous waste or stable matter with weights or volumes greater than those allowed for containers.

**COMMERCIAL SOLID WASTE.** The term “Commercial Solid Waste,” when used herein, shall mean garbage or refuse generated by a producer within the corporate limits other than a residential dwelling unit, including, but not limited to, multi-family dwellings, business, commercial or industrial producers.

**CONSTRUCTION DEBRIS.** The term “Construction Debris,” when used herein, shall mean waste building materials resulting from construction, remodeling, repair, renovation and demolition operations.

**CONTAINER.** The term “Container,” when used herein, shall mean a receptacle in which recyclable materials, household waste, rubbish, and garbage can be stored and later placed for collection as approved by the Village.

**CONTRACTOR.** The term “Contractor,” when used herein, shall mean a sole proprietor, corporation or partnership performing waste collection, recycling and disposal under contract with the Village.

**GARBAGE.** The term “Garbage,” when used herein, shall mean all animal and vegetable matter from handling, preparation, cooking, consumption, storage, decay or decomposition of food (meats, fish, fowl, fruits, grains) and/or any other animal or vegetable matter whatsoever, subject to decay which may putrefy or generate noxious or offensive odors.

**HAZARDOUS WASTE.** The term “Hazardous Waste,” when used herein, shall mean waste that is toxic, corrosive, dangerously flammable, explosive or otherwise, which because of its characteristics, poses a substantial hazard to human health, including, but not limited to, gasoline, oil, batteries, petroleum products, medical or veterinary pathological waste, pesticides or pesticide containers, paints, paint cans, paint thinner, lead, and radioactive materials.

**HOUSEHOLD METAL.** The term “Household Metal,” when used herein, shall mean aluminum cans, tin cans and other recyclable metals.

**HOUSEHOLD WASTE.** The term “Household Waste,” when used herein, shall mean all wastes which normally result from the operation of a household, including all garbage and rubbish. Household waste does not include hazardous waste or materials, nor does it include yard waste.

**OWNER.** The term “Owner,” when used herein, shall mean any person, agent, firm or corporation having legal or equitable interest in the property.

**PRODUCER.** The term “Producer,” when used herein, shall mean one who generates solid waste and/or recyclable material.

**RECEPTACLE.** The term “Receptacle,” when used herein, shall mean any container, whether referred to as “garbage can”, “plastic bag”, “cans”, “suitable container”, or “containers”, which are of such size and form as to permit collection by one man. Garbage cans shall not exceed thirty-gallons (30gal) in capacity and shall be fitted with handles and lids.

**RECYCLABLE MATERIALS.** The term “Recyclable Materials,” when used herein, shall mean newsprint, glass, corrugated cardboard, household metal, plastic bottles stamped with numbers one through seven grade, and other materials for which there is a market outlet for reuse or reformulation as new product.

**REFUSE.** The term “Refuse,” when used herein, shall mean solid waste material, except body waste.

**RESIDENTIAL HOUSEHOLD WASTE.** The term “Residential Household Waste,” when used herein, shall mean household waste generated by a producer at a residential dwelling unit.

**RESIDENTIAL DWELLING UNIT.** The term “Residential Dwelling Unit,” when used herein, shall mean any single or multi-family dwelling of eight units or less within the corporate limits of the Village.

**RUBBISH.** The term “Rubbish,” when used herein, shall mean all non-putrescible solid wastes consisting of both combustible and noncombustible waste, including, but not limited to, paper, plastics, bottles, glass, cardboard, metal, cans, bricks, ashes, sod, dirt, rocks, cement, trees, wood, leather, and any other like materials small enough for one man to handle. Rubbish does not include yard waste, bulky household waste, dead animals, garbage, stable matter and hazardous wastes.

**SELF-ADHESIVE STICKER.** The term “Self-Adhesive Sticker,” when used herein, shall mean a sticker produced and printed for placement on each bag of household waste not included in the base rate charge to residential dwelling units.

**STABLE MATTER.** The term “Stable Matter,” when used herein, shall mean all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals or livestock.

**SOLID WASTE.** The term “Solid Waste,” when used herein, shall mean garbage or rubbish.

VOLUME BASED RATES. The term "Volume Based Rates" when used herein, shall mean billing method that uses a base rate and a self-adhesive sticker to provide an incentive for producers to recycle to more fairly apportion the costs of providing collection and recycling services.

YARD WASTE. The term "Yard Waste," when used herein, shall mean compostible, organic material consisting of dead plants, weeds, Christmas trees, tree or hedge trimmings, grass clippings and leaves, but excluding tree limbs over two inches in diameter and 48 inches in length.

Sec. 16-3. GENERAL - YARD WASTE DISPOSAL.

The Village is empowered to contract a private firm, individuals or other public entities to operate a yard waste collection program either separately or in conjunction with the Village's residential household waste collection and recycling program.

Sec. 16-4. GENERAL - SEVERABILITY.

The articles, paragraphs, sentences, clauses and phrases of this Chapter are severable, and if any phrase, clause, sentence, paragraph or section of this Chapter shall be declared unconstitutional, invalid, or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Chapter.

Sec. 16-5 through 16-10. RESERVED.

**ARTICLE II: COLLECTION AND DISPOSAL (C&D).**

Sec. 16-11. C&D - FRANCHISE AUTHORITY.

The Village shall collect residential household waste from all residential dwelling units as defined. The Village, subject to Village Board authorization and approval, may collect solid waste itself or it may franchise the authority to collect commercial solid waste and/or residential solid waste to one or more contractors through the use of either competitive bidding or negotiated contracts. The Village shall also have the authority to regulate and/or to require all producers to separate recyclable materials from waste materials as a condition for collection.

Sec. 16-12. C&D - RESIDENTIAL SOLID WASTE COLLECTION.

Household waste collection from residential dwelling units shall be made only by the Village or designated contractors and only in the following manner:

- A. Collection shall occur at least once every seven (7) days;
- B. Collection shall be made curb-side or in a location mutually agreed between the Village Board and the contractor;
- C. Collection shall be from containers or bags no larger than thirty (30) gallons, with larger containers or bags being subject to pick-up refusal, and enforcement action;
- D. Billing for collection shall be made using volume-based rates, and residents shall be encouraged, but not required, to separate household wastes from recyclable materials. However, household waste commingled with hazardous waste or yard waste shall be refused for collection and subject to enforcement action; and
- E. Participation in the Village's residential household waste collection program is mandatory and shall apply to all residential dwelling units.

Sec. 16-13. C&D - GARBAGE RECEPTACLE STICKERS.

Residential household waste collection charges shall be based on the dwelling unit's disposal volume. The base rate shall apply to each residential dwelling unit rate and shall include the cost of disposal for either two thirty-gallon (30gal) receptacles. Each additional thirty-gallon (30gal) receptacle of waste set out for collection shall display a self-adhesive sticker at a rate and in a manner to be set by contract, and failure to do so shall be considered a violation of this Chapter. It shall be unlawful to tamper with, remove, change, alter or deface any sticker.

Sec. 16-14. C&D - STORAGE.

Residential household waste stored outside of a dwelling, garage or utility building must be placed in clean garbage containers with tight fitting lids at the rear of the dwelling unit or a suitable place out of public view. Filthy, leaking or defective containers shall be cleaned, repaired or replaced by the owner or occupant of the dwelling unit at his expense. All containers shall be kept clean and disinfected with an antiseptic solution as often as necessary to prevent odors from becoming a nuisance. Neglect of these requirements or use of unsafe, unsanitary, or unsightly containers shall subject residential dwelling unit owners and/or occupants to enforcement action. Producers shall not allow solid waste to accumulate on their property past the established collection day.

Sec. 16-15. C&D - CONTAINER PLACEMENT.

Containers shall be placed at or near the curb in front of each dwelling unit where they can be seen from the street or road on scheduled pick-up days. The Village Board and the contractor may mutually agree to a different location for pick up for the Village or parts of the Village. Garbage container bags placed for collection shall be tightly bound and closed

by means of a staple or twist-tie. Containers may be placed by the curb or roadside no earlier than after dusk or 8:00 p.m., whichever is later, on the day prior to the scheduled residential waste collection. Containers must be returned to the dwelling or out of public view by 6:00 p.m. on the day of collection.

**Sec. 16-16. C&D - COMMERCIAL STORAGE.**

Institutional, commercial, business or industrial establishments, as well as apartment buildings of greater than eight (8) units, any of which produce solid waste within the corporate limits of the Village, shall provide sufficient and adequate containers for the storage of all solid waste produced by such establishments. When bulk containers are provided by private firms, the name and telephone number of the firm shall be printed on the side. All containers shall be waterproofed, leakproof and shall be covered at all times subsequent to depositing waste therein or removing the contents thereof. It shall be the responsibility of the owner, operator or manager of the establishment to see that they are maintained in a sanitary condition.

**Sec. 16-17. C&D - COMMERCIAL DISPOSAL.**

Establishments producing large quantities of solid waste and other refuse shall cause the removal and disposal of all such waste or refuse from containers as often as necessary, but no less than every seven (7) days, to ensure a healthy environment around the establishments. Such establishment shall not allow solid waste or refuse to spill over from the container and they shall make arrangement for the proper removal and disposal of any such spillage.

**Sec. 16-18 through sec. 16-25. RESERVED.**

**ARTICLE III: RECYCLING**

**Sec. 16-26. RECYCLING - COLLECTION.**

There is hereby established in the Village a curbside recycling program operated by the Village or contractors of the Village for residential dwelling units to provide for the separation of designated recyclable materials and for placement of such materials in special designated recycling containers. The Village shall designate the special recycling containers to be used for the purpose of storing recycling materials on-site at the residential dwelling unit and placement of those materials curbside. Residents shall use only the Village-designated recycling containers or a container approved by the contractor.

**Sec. 16-27. RECYCLING - CONTAINERS.**

The Village shall provide specially labeled recycling containers to each residential dwelling

unit. The Village shall maintain ownership of the containers. However, each residential dwelling unit shall be responsible for the normal and reasonable care of the recycling containers entrusted to the dwelling unit's care, and the cost of replacement of containers which are damaged or lost through misuse, misplacement, theft or neglect.

**Sec. 16-28. RECYCLING - PLACEMENT AND STORAGE OF CONTAINERS.**

Recycling containers shall be stored on the residential dwelling unit's premises and may be placed at the dwelling unit's designated location for collection only during the time specified for household solid waste collection.

**Sec. 16-29. RECYCLING - MATERIALS.**

The Village's recycling program shall provide, at minimum, for the collection of household metal, glass, glass containers, newsprint, corrugated cardboard, number one and number two plastic bottles which are separated from the waste stream and placed in the recycling container for collection on the regularly scheduled pick-up day. The Village Board may from time-to-time change the materials to be separated from the waste stream and include new materials in the recycling program, upon satisfactory evidence of a marketing outlet or disposal network for such materials. Residents shall be notified in writing and by public notice of any change in recycling materials collected from residential dwelling units. Such changes in collected materials shall be binding upon contractors.

**Sec. 16-30. RECYCLING - SCAVENGING PROHIBITED.**

Once recyclable material has been placed in and along recycling containers and set curbside, or at the designated collection point, recycling materials become the property of the Village until lifted into the contractor's truck or recycling vehicle, at which time such materials shall be and become the property and responsibility of the contractor. It shall be unlawful for persons, firms or corporations to remove any recyclable material set out or aside for collection.

**Sec. 16-31. RECYCLING - COST OF COLLECTION.**

The costs of collection of recyclable materials shall be included within the base rate for household waste collection and disposal charged to residential dwelling units by the Village; no additional charges shall be levied on any residential dwelling unit as a condition of recycling collection. The revenue derived from the sale of recyclable materials shall be the contractor's revenue.

**Sec. 16-32. RECYCLING - ADDITIONAL PROGRAMS.**

Institutions, firms, factories, businesses, commercial establishments, and apartment

complexes that do not fit the definition of residential dwelling unit may be included in the Village's recycling program upon promulgation of regulations by the Village board.

Sec 16-33 through 16-98. RESERVED.

#### **ARTICLE IV: PENALTY**

Sec. 16-99. PENALTY - AS INDICATED BY ARTICLE.

A. All penalties addressed by this article are applicable only upon conviction of the referenced violation in the appropriate legal forum. Upon conviction, the Village shall also be entitled to reasonable fees and costs for its part in the adjudication.

B. Whenever in this Chapter or in any Section of this Chapter an act is prohibited or is made or declared to be unlawful or a misdemeanor or a violation of this Chapter, or whenever in such statute the doing of any act is required or the failure to do any act is declared to be unlawful or a misdemeanor or a violation therefor, the violation of any such provision of this Chapter or any statute herein shall be punishable by a fine of not less than ten-dollars (\$10.00), nor more than seven-hundred, fifty-dollars (\$750.00). Each day any violation of any provision of the Chapter or any statute of the Chapter continues, consecutive or not, shall constitute a separate offense. Regardless of the number of total days of violation, any fine shall not exceed three-thousand-dollars (\$3,000.00).