

# Waltonville Village Code

## CHAPTER 16

### HEALTH CODE

#### ARTICLE I – TRASH CODE

**16-1-1 DEFINITIONS.** Definitions used in this Code, of the words garbage, refuse and ashes have the following meaning.

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

**"REFUSE"** shall mean combustible trash, including but not limited to, paper, cartons, boxes, excelsior, or bedding. Non-combustible trash including, but not limited to, metals, tin cans, metal furniture, glass, crockery, other mineral wastes, but refuse does not mean earth and waste from building operations, nor shall it include solid waste from industrial processes and manufacturing operations, such as food processing wastes, lumber, scraps and shavings. Toxic waste such as oil, solvents, batteries, tires, etc. are prohibited.

**"ASHES"** shall mean residue from fires used for cooking or heating buildings. Ashes are to be nonflammable, no hot ashes are permitted.

#### **16-1-2 ACCUMULATION OF GARBAGE.**

(A) It shall be unlawful for any person to permit or to suffer to accumulate in or about any yard, lot, place or premises, owned or occupied by such person, any garbage, refuse, or ashes, so as to cause such yard, lot, premises, or the street, alley or sidewalk adjacent thereto to be, or remain in such condition as to cause or create a nuisance or offensive odor or atmosphere or rodent harborage or thereby to be or become, or cause or create a public nuisance.

(B) It shall be unlawful to fail or refuse to dispose of all garbage, refuse, and ashes within the Village.

(C) It shall be unlawful to fail or refuse to place such garbage, refuse, and ashes in the containers hereinafter described by this Code until the contents are removed from the premises.

(D) It is hereby declared unlawful to collect or to permit to be collected by anyone, the garbage, refuse or ashes in the Village, by persons other than the individual or firm authorized by the Mayor and Village Board.

**16-1-3 REFUSE CONTAINERS.** Containers shall be made of metal or plastic, equipped with suitable handles and tight-fitting lids or covers, and shall be

water-tight, having a capacity of not more than **thirty (30) gallons**. Containers are to be lined with plastic bags.

Each and every owner, tenant, housekeeper, or other person or persons occupying any room, dwelling, house, apartment, mobile home trailer, or other building or portion thereof, and producing garbage or rubbish shall provide and renew when necessary a sufficient number of the above herein described containers to hold the garbage or rubbish accumulating on the premises between collections. Such containers shall be kept in a sanitary condition.

**16-1-4      STORAGE OF REFUSE.**

(A) All garbage shall be daily deposited in a garbage can or container hereinabove required. Garbage cans shall be kept closed at all times, except when it is necessary to lift the cover to deposit garbage in the garbage can or container.

(B) The collector shall replace lids after emptying the containers and shall also remove any debris left around the receptacle so as to leave the premise in a neat and clean condition.

**16-1-5      POINTS OF COLLECTION.** On the scheduled day of collection only, garbage and refuse containers at residences shall be placed next to, but not on, the street which fronts the place of residence.

**16-1-6      AVAILABILITY AND EXTENT OF SERVICE.** All garbage must be taken from dwellings at least once per week and from business establishments as frequently as the Mayor and Village Board may require.

**16-1-7      COLLECTION FEES.** Fees and rates for the collection of garbage, refuse, and ashes shall be set by the Mayor and Village Board. The fees for collection are hereby set by resolution.

**16-1-8      PENALTIES FOR VIOLATION.** Any person, firm or cooperation violating any provision of this Code shall be fined not less than **Five Dollars (\$5.00)** nor more than **Two Hundred Dollars (\$200.00)** for each offense; and a separate offense shall be deemed committed on each day during or in which a violation occurs or continues.

The fact that garbage, refuse or ashes remains on any occupant's premises in the Village in violation of this Code shall be prima facie evidence that the occupant of such premises is responsible for the violation of the Code occurring.

In the event the collector authorized by the Mayor and Board fails to perform the service to which this Code and his signed contract with the Village bind him, he may be

The fact that garbage, refuse or ashes remains on any occupant's premises in the Village in violation of this Code shall be prima facie evidence that the occupant of such premises is responsible for the violation of the Code occurring.

In the event the collector authorized by the Mayor and Board fails to perform the service to which this Code and his signed contract with the Village bind him, he may be fined not less than **Five Dollars (\$5.00)** nor more than **Two Hundred Dollars (\$200.00)** for each offense; and a separate offense may be deemed committed on each day during or in which a violation occurs or continues.

**16-1-9 RESPONSIBILITIES OF AUTHORIZED COLLECTOR.** The individual or firm authorized by the Mayor and Village Board shall enter into a contract with the Village for the doing of the work. Said contract shall be for a period of not less than **one (1) year** nor more than **three (3) years**. In this contract it shall be explicitly stated that the collector will comply with all the laws, ordinances, ruling and order of the State of Illinois, County of Jefferson, and the Village of Waltonville; that he shall make payment to all persons to whom he may become indebted to by reason of this contract; and that he shall replace any receptacle or lid damaged by himself or his agents.

The authorized collector shall also file with the Village Clerk insurance in the amount of **Three Hundred Thousand Dollars (\$300,000.00)**. Such insurance shall include public liability, property damage insurance, and workmen's compensation insurance. Certificates evidencing the issuance of such insurance must be filed with the Village Clerk.

**16-1-10 SEPARABILITY.** Should any section, clause or provision of this Code be declared by the courts to be invalid, the same shall not affect the validity of the Code as a whole or any part thereof, other than the part so declared to be invalid.

(Ord. No. 1994-A; 04-04-94)

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**CONTRACT**

Contract for trash removal between the Village of Waltonville, and Kenny Kash d/b/a Kenny's Trash Service hereafter referred to as Kenny's Trash Service.

1. For the purpose of this contract (trash removal), it shall be in accordance with Ordinance No. 1994-A Section 1 Paragraphs B-C-D of the Village Ordinance.
2. The Village of Waltonville will be responsible for the billing and collection of trash removal fees on a monthly basis, all residents within the Village limits will be billed for service regardless of use. The period of this agreement will be for three (3) years.
3. Kenny's Trash Service will provide weekly curbside residential service at the price of \$4.00 per household per month, in accordance with Ordinance No. 1994-A Section 4 – Paragraph B.
4. Kenny's Trash Service will furnish all necessary equipment, maintenance of trash collecting equipment, labor, and insurance. Insurance liability will be in the amount of \$300,000.00, as stated in Ordinance No. 1994-A, Section 9.
5. This contract may be opened for review by either party after one (1) year from the date of signing, by giving a sixty (60) day notice to the other party.
6. Kenny's Trash Service will comply with all the laws, ruling, ordinances and orders of the State of Illinois, County of Jefferson, Village of Waltonville as stated in Ordinance No. 1994-A, Section 9.
7. A copy of Village Ordinance No. 1994-A is to be attached to and is a part of this contract agreement.

/s/ Kenneth Kash  
COLLECTOR

/s/ Stanley Borowiak Jr.  
VILLAGE MAYOR

/s/ Lois Newell  
VILLAGE CLERK

DATE: This 25<sup>th</sup> day of April, 1994.

**ADDENDUM "A"**

**VILLAGE OF WALTONVILLE  
P.O. BOX 5  
WALTONVILLE, IL 62894**

**NOTICE**

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1. Effective May 1, 2006 all households within the Village of Waltonville will be charged \$6.50 per month for garbage and refuse pick-up, this will be charged on your June water bill payable June 20, 2006. This represents a \$1.00 raise for trash pickup. Kenny's Trash has an exclusive contract to remove garbage and trash within the Village for the next three (3) years until April 2009. This contract is begin executed in compliance with Village Ordinance No. 1994-A.
2. Effective May 1<sup>st</sup>, 2005 all Waltonville Water Customers outside the Village of Waltonville served by Kenny's Trash Service will be charged \$10.50 per month for garbage and trash pickup. This is a \$2.00 per month increase on your June water bill payable June 20, 2006.

President of the Board

/s/ George Gifford

Village Clerk

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