

CHAPTER 3
GARBAGE AND REFUSE

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7-3-1: DEFINITIONS: Terms used in this Chapter have the following meanings:

RECYCLABLE MATERIALS: Materials that are separated from garbage, municipal waste or refuse for the purpose of recycling, including but not limited to, aluminum and tin cans, newspapers, corrugated cardboard, high grade printing and writing papers, magazines, plastic and glass containers, motor oils and vehicle fluids.

REFUSE: means all garbage and rubbish generated within the Village and shall be divided into the following classes:

1. Residential garbage
2. Residential rubbish
3. Commercial garbage
4. Commercial rubbish

RESIDENTIAL GARBAGE: means discarded or spoiled foodstuffs, kitchen and table refuse, all of which was intended for human consumption. It does not include dead animals and offal.

RESIDENTIAL RUBBISH: means miscellaneous waste materials such as tin cans, bottles, glassware, crockery, bones, rags, paper and including ashes, rakings from the yard, grass clippings, hedge trimmings, tree branches up to four inches (4") in diameter, if cut into lengths of four feet (4') or less tied into bundles. It does not include building materials, dirt, tree stumps or trunks.

COMMERCIAL GARBAGE: means the discarded or spoiled foodstuffs produced for human consumption that comes from hotels, motels, restaurants and other places that sell and dispense foodstuffs.

COMMERCIAL RUBBISH: means miscellaneous waste and materials resulting from the operation of mercantile enterprises and including packing boxes, cartons, excelsior, paper and rubbish from offices and stores, but does not include building materials, dirt, tree stumps, tree trunks or discarded furniture. (1963 Code, 13.01)

7-3-2: REMOVAL SYSTEM:

(A) Established. There is hereby created and established for the Village a garbage system for the collection and disposal of garbage, ashes and refuse, to be paid for, kept and maintained by the Village through a special tax levy not to exceed statutory limits.

(B) Recycling Materials. Residents shall separate their recyclable materials and place them in designated containers for collection at times designated by the Village Board.

(C) Contracts. Contracts shall be executed with the lowest responsible bidder for the collection and disposal of such garbage, ashes and refuse. The contract shall set forth the terms and conditions relative thereto. The contracts shall be approved by the President and the Board of Trustees and shall be executed by the President and Clerk under the Corporate Seal of the Village. The person with whom any such collection contract may be made shall be known as the garbage collector. (1963 Code, 13.02)

(D) Bond. The garbage collector shall execute and deliver to the Village an official bond in a reasonable amount to be set by the Village Board, with sureties to be approved by the President and the Board of Trustees. The bond shall be conditioned upon the faithful execution and performances of the contract. The bond shall be deposited with the Clerk. (Ord. 686; 6-2-64)

7-3-3: CONTAINERS:

(A) Specifications. Garbage shall be wrapped and placed in containers of not more than thirty-three (33) gallon capacity except as otherwise provided. The combined weight of the contents and the container shall not exceed seventy-five (75) pounds. The container shall be a watertight receptacle of a solid and durable grade of metal or plastic and shall be provided with a suitable handle or handles on the outside and with a tightly fitting metal or plastic cover equipped with a handle. The container must not have any inside bands and reinforcing angle, or anything to prevent the free discharge of the contents. Open-end fifty-five (55) gallon barrels are not approved containers and will not be emptied by the collector. A written notice shall be served upon the occupant upon the failure to comply with these regulations. Business establishments which have garbage and rubbish sufficient to make impractical its storage in thirty-three (33) gallon containers shall provide other suitable means of containing this garbage and rubbish. No garbage shall be placed in any container unless it is of airtight construction. Containers shall be situated in a manner as to be readily accessible to the collection crews. All containers that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the collectors or to such an extent that the lids will not fit tightly or which do not meet the general specifications of this Chapter will be condemned. Submerged or underground containers shall not be used.

(B) Location. If the residence is located on a street where there is no alleyway accessible, or if the alleyway is closed or inaccessible, the person shall place the garbage container on or near the curb in front of his residence. Rubbish shall be placed in approved containers at or near the curb and not placed on the street pavement. Every person who may occupy, in whole or in part, any property within the Village shall deposit, separate and apart from residential garbage at some suitable designated place on his property all ashes, cans, trash, debris, leaves, grass, rubbish and other like refuse. Tree branches up to four inches (4") in diameter, if cut into

lengths of four feet (4') or less, and tied into bundles of not more than fifty (50) pounds in weight will be picked up, but the collectors will not pick up salvage building materials, dirt, tree stumps or trunks.

(C) Non-interference. No person shall molest, remove, handle or otherwise disturb the containers or contents which have been placed for servicing by the collectors. This does not apply to the person placing the container for servicing. (1963 Code, 13.03)

(D) Deposit of Refuse from outside the Village of East Alton: It shall be unlawful to bring any garbage, trash, building materials, furniture, tree limbs, or debris of any kind into the Village of East Alton for pickup by the Village employees or contractors hired by the Village of East Alton, Illinois.

Any person, firm or corporation violating any section of this ordinance shall be fined not less than \$50.00 nor more than \$500.00 for each and every offense.

7-3-4: TIME OF COLLECTION:

The Village shall provide for the times and manner of removal of residential garbage, residential rubbish, commercial garbage, commercial rubbish and recyclable materials in the contracts for garbage collection as stated in Section 7-3-2 Removal System.

7-3-5: TREE TRIMMINGS AND HEDGE CUTTINGS: Any person desiring to place tree trimmings or hedge cuttings for collection shall cause the same to be securely tied in bundles not heavier than seventy five (75) pounds, nor more than four feet (4') in length and four inches (4") in diameter. They shall be put in the same place and collected in the same manner as garbage. (1963 Code, 13.05)

7-3-6: DISPOSAL OF DEAD ANIMALS: Dead dogs and cats will be collected and disposed of by the Department of Public Works, upon call, without extra charge. Dead animals in excess of one hundred (100) pounds must be disposed of by the property owner. Dead animals, offal and feces shall not be placed in garbage or rubbish containers. (1963 Code, 13.06)

7-3-7: Repealed (Ord. 1221; 8-20-1996)

7-3-8: STREWING GARBAGE: No person shall strew any garbage or other debris on any street or on public or private property in the Village. (1963 Code, 13.09)

7-3-9: RECYCLING FEES AND COLLECTION PROCEDURES:

A) The Village shall bill for garbage service against any such lot, parcel of land, or premises upon which is located a residential dwelling on a bimonthly basis (once every two months). Beginning June 1, 2019 the rate charged for such bimonthly period shall be \$33.00. In the case of multi-residential property, the rate charged shall be multiplied by the number of single-family residences contained therein. Beginning June 1, 2020 the rate charged for such bimonthly period shall be \$34.00. In the case of multi-residential property, the rate charged shall be multiplied by the number of single-family residences contained therein. Beginning June 1, 2021 the rate charged for such bimonthly period shall be \$35.00. In the case of multi-

residential property, the rate charged shall be multiplied by the number of single-family residences contained therein. Beginning June 1, 2022 the rate charged for such bimonthly period shall be \$36.00. In the case of multi-residential property, the rate charged shall be multiplied by the number of single-family residences contained therein.

B) The garbage fee shall be added to the bimonthly water bill sent to said properties. The fee shall constitute a lien upon such property until paid in full. The garbage fee shall be paid according to the same procedures as stated in Chapter 8 Waterworks System, of Title 8 of the Village Code for the collection of water fees. In addition to any and all rights and methods of collection provided herein, by the Village Code, and by the General Assembly, failure to pay the garbage fee shall result in water shut off as provided in Chapter 8 of Title 8.

C) The Village Municipal Garage back yard will contain dumpsters for the use of residents for non-commercial dumping. The fee schedule shall be as follows: \$5.00 per bulk item, \$15 for Car, Van, SUV – Trunk or cargo area, \$40 for a pick up truck load, \$40 for trailers 8' or less, and \$75 for trailers over 8'. Yard waste may be dumped by residents in the appropriate dumpsters at no charge.

The penalty for violating any provision of this ordinance shall be the penalties as provided in Chapter 4 General Penalty, of Title 1.