

Ordinance No. 11-08-02

Ordinance to Amend the Municipal Code of Sherrard
Garbage/Refuse and Recycling

Whereas, the Illinois Municipal Code provide that the Village may do all acts and make all regulations which may be necessary and expedient for the promotion of health or suppression of disease. (65ILCS 5/11-20-5)

Whereas, the Illinois Municipal Code further grants the Village the right to regulate and remove garbage, debris, and other refuse from private property. (65ILCS 5/11-20-13.)

Whereas, Section 11-19-1 of the Illinois Municipal Code authorizes municipalities in the State of Illinois to make contract relating to the collection and final disposition of garbage and refuse, including the authority to provide for the recycling of such materials as the municipality so chooses. (65ILCS 5/11-19-1).

Whereas, the Village of Sherrard, Illinois (hereinafter referred to as the “Village”) entered into a contract with Allied Waste Services, dated June 1, 2011, for the disposal of rubbish, garbage, kitchen waste, and for Village-wide curbside recycling (herein referred to as the “Allied Waste Contract”). Garbage service to be provided on a weekly basis and Curbside Recycling to be provided every other week.

Whereas, the Municipal Code of Sherrard (hereinafter referred to as the “Village Code”), does not contain a provision for garbage collection and recycling charges to all water and sewer customers of the Village.

Whereas, the Village Board feels that it is necessary to amend Title 8 to include a provision for garbage and recycling collection rates to all water and sewer customers of the Village.

Therefore, be it ordained by the President and Board of Trustees of the village of Sherrard, in Mercer County, Illinois, that:

Section 1: Title 8 of the Village Code is hereby amended to add a new Chapter 3 – Garbage and Refuse to read as follows:

SECTION 1. GARBAGE RECEPTACLES.

- 1.1 A. Receptacles Required: It shall be the duty of Allied Waste to provide to every owner, tenant, lessee or occupant of any building and every house and/or dwelling in the Village a Garbage/Refuse container and a Recycling Container. These will be the only acceptable containers that may be used by Village residents.
- B. Specifications: Garbage/Refuse containers provided will either be 95 or 65 gallon. Recycling containers provided will be 65 gallon. If a resident wishes to have a 95 gallon Recycling container, they can contact Village Hall to get one ordered. All containers are wheeled and have lids.
- C. Placement and Removal:
 1. Said containers are to be kept covered at all times, and shall be kept in such place as to least annoy or become offensive to persons being or living in the vicinity thereof, which place shall be approved by the Village.
 2. All containers shall be placed at the street curb side at the scheduled time for collection. All items for collection must be in the containers for collection. No bags/materials are to be on the ground, as they will not be collected.

3. No container set out to be collected within the Village shall remain on or next to the street right-of-way for more than twenty-four (24) hours following collection. In addition to any other penalty provided for violation of this Article, any container remaining on or next to the right-of way following said 24-hour period shall be subject to impoundment by the Village. This provision shall not apply to leased dumpster provided by private collectors which are placed in the right-of-way for a definite period of time with prior permission from the Village.

- D. Business Exception: Any business within the Village shall have the choice of who their Garbage/Refuse/Recycling company is. The placement of their dumpsters must not block any right-of-way.
- E. Defective Containers: Whenever any Garbage and/or Recycling Container becomes damaged and/or defective, residents need to bring up said container to Village Hall and a new one will be issued.
- F. Substances Restricted: No ashes, stones, bricks, landscape waste or other like substances or bodies of dead animals or cleanings from privy vaults shall be placed in garbage receptacles. Landscape waste is defined as organic material such as leaves, grass, brush, hedge, tree trimmings and garden waste.

1.2 Collection Allowances/Restrictions. The following is a list of items that Allied will or will not collect from Village residents:

A. Garbage/Refuse Items trucks WILL NOT collect, nor shall any such items be placed in any dumpster or hopper that Allied Trucks collect:

NO Landscape waste as defined herein above; deep freezers; refrigerators; stoves; microwaves; televisions; computers and electronics; hot water heaters; washers; dryers; couches; easy chairs; fifty (50) gallon metal drums; air conditioners; paint; construction materials; tires; motor vehicle parts; motor oil; chemicals; and any other items similar in size and composition to the above.

B. Recycling Items that ARE ALLOWED: Newspaper, magazines, catalogs, corrugated cardboard, clean pizza boxes, grey chipboard, cereal, shoeboxes, envelopes, junk mail, paper bags, pop/beer cartons, carbonless forms, telephone books, rinsed tin/steel food containers, aluminum foil, pie pans, trays, cans, metal jar lids, aluminum window frames, chairs, plastics (type 1 – 7), milk and juice jugs, margarine and ice cream tubs, yogurt cups, pop and water bottles, cooking oil containers, shampoo/lotion/dish/liquid soap bottles, bleach and detergent containers, household cleaning containers, glass food jars and bottles, juice/pop/water/beer/wine and liquor bottles.

C. Recycling items that ARE NOT ALLOWED: Disposable diapers, tube rolls, photographs, greeting cards, food encrusted pizza boxes, cereal liners, pet food bags, slick coated frozen food boxes, milk/juice/plastic egg cartons, tissue and wrapping paper, paint/aerosol/pesticide/chemical containers, iron, steel, batteries, car parts, oil filters, plastic bags, motor oil containers, pesticides/chemical containers, plastic without any recycling symbol, prescription pill bottles, unsanitary containers, Styrofoam, medical supplies, mirror and window glass, drinking glass, crystal, Pyrex, glass ovenware, ceramic, light bulbs, flowerpots.

1.3 Prohibited Acts and Conditions.

- A. Use of Another Receptacle: It shall be unlawful for any resident who is not receiving collection service to place any garbage/refuse and recycling with garbage/refuse and recycling of a customer receiving such services.
- B. Garbage on Public Ways: It shall be unlawful for any person to throw or place any garbage, ashes, rubbish or refuse upon any street, sidewalk, alley, or other public place in the village or to permit or cause any garbage, ashes, rubbish, or refuse upon premises occupied by him to be so thrown or placed.
- C. Combustible Refuse: It shall be unlawful to permit to be stored or to store any combustible refuse in any such a way as to create a fire hazard.

1.4 Collection Charges. ALL users of Water and Sewer service within the Village shall be required to pay the quarterly service charge for garbage collection and for curbside recycling, whether or not they use said services. All apartments and mobile homes shall be considered separate users for purposes of this section. The owner of the premises, the occupant thereof and the user of the services shall be jointly and severally liable to pay for the services provided to such premises and such services are being furnished by the Village only upon the condition that the owner and occupant of the premises and the user of the services are jointly and severally liable therefore to the Village. The quarterly service charges shall be due when the Water and Sewer fees are due and shall be included on the quarterly billing statement provided to customers by the Village. The service charges for users of the refuse/recycling system of the Village shall be as follows:

A. All residential users shall pay an amount per quarter for garbage and recycling collection as set by the Village Board.

B. All bills shall be due when the Water and Sewer bill is due.

C. Delinquent Accounts. All Water/Garbage accounts shall be considered delinquent if not paid within thirty (30) days after the date of the bill. All delinquent accounts are subject to the stoppage of service after a notice mailed at least fourteen (14) days prior to the user. For all customers, both services may be terminated for any delinquency. Service shall be resumed thereafter only on payment of the accumulated fees for the period of collection and the period of non-collection plus a Ten Dollar (\$10.00) charge for reinstating garbage service in addition to Water/Sewer disconnect and reconnect fees.

1. Concurrently a delinquency under the Village Water and Sewer Use Ordinance for service, or delinquency under this Ordinance for services can result at the discretion of the Village of a shut-off of both services per the respective Ordinances.

1.5 Garbage and Refuse – Public Property. It shall be unlawful for any person to throw or place any garbage, ashes, rubbish or refuse upon any street, sidewalk, alley or within or upon any public right-of-way or other public property in the Village. Any such garbage, ashes, rubbish or refuse located on public property in the Village is hereby declared to be a nuisance, and it shall be unlawful to permit such garbage, ashes, rubbish or refuse to remain in such places.

1.6 Garbage and Refuse – Private Property. It shall be unlawful for any person to throw or place any garbage, ashes, rubbish or refuse upon any private property owned or occupied by such person or to permit or cause any garbage, ashes, rubbish or refuse to

be thrown on such property by himself or by another person. Any such garbage, ashes, rubbish or refuse located on private property in the Village is hereby declared to be a nuisance, and it shall be unlawful to permit such garbage, ashes, rubbish or refuse to remain in such places.

- 1.7 Removal – Notice.** It shall be the duty of the Village Police Officer to serve or cause to be served a notice upon the owner or occupant of any private property on which garbage, ashes, rubbish or refuse are located, or to the owner or occupant of property abutting a public street, sidewalk, alley or right-of-way on which garbage, ashes, rubbish or refuse are located, and to demand immediate abatement of said nuisance within twenty four (24) hours of delivery of said notice.
- 1.8 Delivery of Notice.** For purposes of this provision, the required notice shall be considered to be served on the owner or occupant of the premises upon hand delivery to the owner or occupant of the premises or by leaving the same with a person at least eighteen (18) years of age residing on said premises, or the date of receipt of a copy of said notice sent to the owner or occupant by certified or registered mail, or by posting said notice on the premises.
- 1.9 Abatement.** If the owner or occupant permits such garbage, ashes, rubbish or refuse to remain on the private or public property for more than twenty four (24) hours following service of such notice, the Village may proceed to abate such nuisance, keeping an account of the expenses thereof, and such expense shall be charged to and paid by the owner or occupant of the premises.
- 1.10 Lien.** In addition to the procedures set forth above, the charges for abatement of the nuisance shall constitute a lien upon the real estate to which the service has been rendered. The Village Clerk is hereby authorized and directed to file a notice of such lien in the office of the County Recorder, Mercer County, Illinois, and to pursue such legal action as is necessary to collect the delinquent charges.
- 1.11 Penalty.** Any person, firm or corporation violating any provision of this Article shall be fined not less than \$50.00 nor more than \$1,000.00 for each offense, and a separate offense shall be deemed committed on each day during or on which such nuisance continues unabated for more than twenty four (24) hours following service of such notice.

Section 2: Separability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 3: Ordinance Repealed. All Ordinances and parts of Ordinances in conflict with the provisions of the Ordinance are hereby repealed.

Section 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage, and approval in the manner provided by law.

Passed, approved, and adopted by the President and Board of Trustees of the Village of Sherrard on this 1st day of August, 2011.

<i>Trustee</i>	<i>Aye</i>	<i>Nay</i>	<i>Abstain</i>	<i>Absent</i>
Trustee Creger	X			
Trustee Henry	X			
Trustee Hoexter	X			
Trustee Rath	X			
Trustee Sanguist				X
Trustee Wyant		X		

//SGD//
Terry L. Ayers, Village President

Attest:

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Theresa A. Johnson, Village Clerk