

## Chapter 223 GARBAGE & RECYCLING

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[HISTORY: Original chapter amended 6-24-2020]

### § 223-1. Authority and Purpose.

The Village Board shall have the authority pursuant to Wis. Stat. § 626.0405 to contract with one or more service providers to remove ashes, garbage and rubbish from the Village of Fall Creek. This chapter is adopted for the purpose of promoting and preserving the health and sanitation in the Village through the regulation of the storage, collection, transportation and disposition of garbage, rubbish, brush and ashes in the Village.

### § 223-2. Definitions.

A. As used in this chapter, the below defined terms shall have the meanings as follow:

“**Biomedical Waste**” means any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. This definition also includes: used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; absorbent materials saturated with blood or blood products that have dried; and non-absorbent, disposable devices that have been contaminated with blood, body fluids or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

“**Bulky Waste**” means discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and/or otherwise will not fit within an empty Cart, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, sofas, chairs, tables, carpets and other similar items.

“**C&D Materials**” means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in by applicable laws, unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

“**Cart**” means a rollout receptacle provided by Contractor for Residential Solid Waste or Recyclables with a capacity of 35, 65 or 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid.

“**Commercial Premises**” shall mean those properties located on property zoned commercial by the Village Zoning Code, except those properties in commercial zoning districts which are Residential Premises.

“**Commercial service**” shall mean Garbage removal occurring on a scheduled basis to Commercial Premises.

“**Contractor**” shall mean a company or individual licensed to provide residential, commercial, or temporary garbage, waste or rubbish pickup services in the Village.

“**Curbside**” means the location that is within at least four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor’s personnel and vehicles for the placement of Carts, Yard Waste and Bulky Waste for collection pursuant to the terms of this Ordinance. For purposes of this Ordinance, public road or public right-of-way means a road owned and maintained by the Village or special district, or a road

on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor's vehicles.

**“Customer”** means the owner and/or occupant of a Residential or Commercial Premises.

**“Garbage”** means all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

**“Hazardous Waste”** means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment, or which are regulated under any applicable federal, state, or local laws rules, or regulations, or any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for disposal at the intended disposal site utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

**“Recyclables”** shall mean the following materials: aluminum containers; bi-metal containers (i.e., containers made from a combination of steel and aluminum); corrugated cardboard or other containerboard; glass containers; magazines and other materials printed on similar paper; newspaper and other materials printed on newsprint; office paper; plastic containers #1 and #1 (e.g., milk jugs, laundry detergent bottles, soda and water bottles); and steel containers (tin cans). Recyclables specifically does not include: electronics; lead acid batteries; major appliances; used oil filters; waste oil and waste tires.

**“Residential Premises”** means a dwelling within the Village occupied by a person or group of persons, including single family homes and duplexes.

Residential Premises shall be further defined as those units classified as residential with the Public Service Commission of Wisconsin Water Utility Reference Manual.

**“Residential service”** means garbage removal occurring on a weekly scheduled basis provided to a Residential Premises.

**“Residential Solid Waste”** means all Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, Recyclables, Yard Waste, Bulky Waste, White Goods, Hazardous Waste, or any Unacceptable Waste or materials as determined by the Contractor.

**“Rubbish”** means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste

**“Special Waste”** means solid wastes that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps.

**“Temporary service”** shall mean garbage pickup by special arrangement where a roll-off container is provided on a temporary basis.

**“Unacceptable Waste”** means waste and materials including: (a) Hazardous Waste, Biomedical Waste, Special Waste, tires, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, and firearms, (b) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (c) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

**“White Goods”** means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

**“Yard Waste”** means vegetative matter resulting from landscaping maintenance or land clearing operations at Residential Premises and includes materials such as leaves and grass clippings.

**§ 223-3. Charges to Customers for Service.**

- A. Initiation of Services. Garbage hauling services for Residential Premises shall be optional, at the discretion of each Resident. To initiate garbage collection services as provided in this Ordinance, each resident shall contact the Village Clerk's Office and fill out documentation provided by the Village Clerk's office. Residents shall abide by this Ordinance and any other rules and regulations provided by the Village Clerk's Office as to the terms and conditions of service.
- B. Residential: Regularly scheduled residential service shall be charged to the user by the Village as a monthly fee, in an amount approved annually by the Village Board.
- C. Temporary Suspension of Service: Customers wishing to temporarily suspend service may do so by making request to the Clerk's Office no later than Tuesday of the week they wish service to be suspended. There shall be no charge for suspension, but there shall be a reinstatement fee as determined by the Village Board.
- D. Late Fees: A late payment charge of one percent (1%) per month will be added to bills for residential services not paid within twenty (20) days of issuance.
- E. Nonpayment:
  - (1) Nonpayment of charges may result in cancellation of service and/or placement of delinquent amount on the tax bill.
  - (2) Charges levied in accordance with this section shall be a debt due to the Village and shall be a lien upon the property served. If not promptly paid, the debt shall be deemed delinquent and may then be recovered by civil action in the name of the Village against the property owner, the person receiving the collection services, or both. If delinquent services are not received by November 1<sup>st</sup> of the calendar year, a ten percent (10%) charge shall be added to the delinquent bill. Thereafter, if payment is not received on or before November 1<sup>st</sup>, the delinquent bill will be forwarded to the county for placement on the succeeding tax roll.
- F. Commercial and Temporary: The Contractor shall bill the customer directly for commercial service and temporary service.

**§ 223-4. Compliance With Applicable Laws, Rules, and Ordinances Required.**

It is and shall be a condition in and of the permit granted under this chapter that the license permit holder shall comply with the ordinances of the village, the rules, regulations, and orders of the local, county, and state Boards of Health, and the statutes of Wisconsin relating to collection, hauling, and disposal of garbage and of other waste, the removal and hauling of which is permitted pursuant to this Ordinance.

**§ 223-5. Permit Types, Fees and Term.**

- A. Contractors who collect solid waste or recyclables in the Village shall obtain necessary municipal and state permits, licenses and approvals prior to collecting any materials in the Village.
- B. Village Permit. Contractors must obtain a Village of Fall Creek solid waste hauling permit prior to collecting solid waste within the village. The term for each permit shall be from July 1<sup>st</sup> of each year until June 30<sup>th</sup> of the following year.
- C. The annual permit fee shall be as follows:
  - (1) Residential service: three-hundred dollars (\$300.00)
  - (2) Commercial service: one-hundred dollars (\$100.00)
  - (3) Temporary service: fifty dollars (\$50.00) for each vehicle used.
- D. As a condition to any residential service permit issued hereunder, the contractor shall enter into a garbage pickup services contract with the Village, in a form acceptable to the Village, in the Village's sole and absolute discretion. Said services contract shall be properly executed and delivered to the Village prior to the contractor engaging in any residential solid waste collection services.

**§ 223-6. Permit-Limited Number to be issued.**

No more than one (1) residential services hauling permit shall be issued for any one (1) permit period. The number of commercial service and temporary service permits are not limited and shall be issued in the discretion of the Village Board.

**§ 223-7. Rate Increase-Village Board Approval Required.**

No garbage hauler shall increase rates charged customers without first having obtained the approval of the Village Board.

**§ 223-8. Vehicle-Covers Required-Dropping of Material Prohibited.**

Vehicles used in the performance of garbage or refuse hauling in the Village must have metal bodies, and be of such construction that there will be no dripping, dropping, or scattering of material there-from along streets, highways, or alleys of the village. Each vehicle must have a cover approved by the Board of Health and the same must be used and employed at all times in conformance with regulations of the Board of Health relating thereto.

**§ 223-9. Vehicle-Parking on Street Prohibited-Exception.**

Trucks, wagons, or other vehicles containing garbage must be kept off the streets of the Village except for the purpose of collecting and transporting garbage in the most direct route to the dumps and must not be parked on any street, alley, or public place except for the reasonable time required in the collection of garbage thereby.

**§ 223-10. Vehicle-Parking Prohibited Within Two Hundred Feet of a Dwelling-Exception.**

Except as provided in § 223-12, no wagon, truck, or other vehicle used in collecting or hauling garbage or other waste shall be parked on any alley, street, or public place within the Village within two hundred feet (200') of any dwelling in any residential zone unless such wagon, truck, or other vehicle shall have first been thoroughly cleaned and steamed.

**§ 223-11. Regulations Generally.**

- A. Contractors and their employees are required to follow the regular walks for pedestrians while on private property and may not “short cut” across the lawns or gardens in making collections or in crossing to neighbor’s premises.
- B. Extra care must be taken in loading and transporting so that none of the material collected is spilled or left either on private property or on the streets or alleys.
- C. Collections must be made as quietly as possible especially in the early morning hours.
- E. Contractors must respond and take care of complaints where garbage has not been collected upon the regularly scheduled trip.

**§ 223-12. Resident Regulations.**

- A. Residential Solid Waste. Residents shall place all Residential Solid Waste in a Cart for weekly pickup, which shall be placed Curbside at or before 6:00 a.m. on the date designated by the Village for weekly collection. Residents shall only place Residential Solid Waste in designated Residential Solid Waste Carts. Residents who desire special or more frequent service shall contact and contract directly with the Contractor for such special services.
- B. Recyclables. Residents shall place all Recyclables in a Cart for weekly pickup, which shall be placed Curbside at or before 6:00 a.m. on the date designated by the Village for bi-weekly collection. Residents shall only place Recyclable in properly designated Recyclable Carts. Residents who desire special or more frequent service shall contact and contract directly with the Contractor for such special services.

C. Carts.

- (1) Each Residential Premises receiving residential services shall be furnished Carts by Contractor. Carts shall at all times remain the property of Contractor. Residents of the Residential Premises shall properly use and safeguard the Contractor's Carts. Contractor shall maintain the Carts in reasonably good condition, normal wear and tear excepted. Each Customer has the care, custody and control of any Cart furnished by Contractor and such Customer shall have the sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. Contractor shall have the right to charge Customers for the cost of repair or replacement of Carts, including delivery fees, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft. Customers may request one or more additional Carts from Contractor for an additional volume of collection services. Customers shall pay Contractor for each additional Cart, including the delivery of such Carts, and Contractor shall receive payment from the Village for the additional Service to be provided to such Customer, as if such additional service constituted an additional Residential Premises, at the then applicable rate of compensation payable to Contractor as contemplated by this Ordinance.
- (2) Carts shall be placed at Curbside for collection service as described herein. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians

**§ 223-13. Violation-Penalty.**

The penalty for violation of any provision of this chapter shall be as provided in Chapter 1.