

ARTICLE VI – CHAPTER 38
TRASH SERVICES

38-6-1 **TRASH SERVICE.** The Village shall provide trash services for the benefit of every residential dwelling unit, as hereinafter defined, located within the Village.

38-6-2 **LIABILITY FOR CHARGES.** The owner and the occupant of each residential dwelling unit shall be jointly and severally liable to the Village for a monthly charge per Trash Contract, see Attachment 11-1-A. The owner and the occupant shall be liable for the monthly charge regardless of whether the owner and the occupant elect to utilize the trash services provided by the Village for the benefit of each dwelling unit located within the Village. The billing and collection of the monthly charge by the Village shall be included on the monthly water bill.

38-6-3 **MONTHLY CHARGES.** The monthly charge to each dwelling unit in the Village for trash services is established per Attachment 11-1-A. The Board of Trustees shall review the monthly charge from time to time to determine if such monthly charge is appropriate to recoup all or a portion of the costs incurred by the Village in providing trash services and whether such monthly charge shall be adjusted from time to time. The Village shall mail the monthly bill to the same entity that receives the water/sewer billing.

38-6-4 **PLACEMENT FOR COLLECTION.** The owner and/or occupant of each residential dwelling unit shall place the trash generated from each residential dwelling unit for collection by the Village in the manner and at the time as determined by appropriate officials of the Village. Notice of the manner and time for collection of trash shall be given in a timely manner to each residential dwelling unit by appropriate officials of the Village.

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38-6-5 **PROHIBITED.** No trash not generated by the occupants within each residential dwelling unit shall be permitted to be placed for collection by the owner or occupant of each residential dwelling unit.

38-6-6 **DEFINITIONS.**

- (A) **“Dwelling Unit”** is a structure intended to be occupied by **one (1) person or one (1) family** and shall consist of a sleeping area, a bathroom and a kitchen. Dwelling units may be attached one to the other, but each dwelling unit shall be considered separately as a dwelling unit. If more than **four (4)** dwelling units are attached in a manner as to form one structure that structure shall be deemed a commercial building and each of those dwelling units located therein shall not be provided trash services by the Village and accordingly shall not be billed for trash services as a dwelling unit.
- (B) **“Trash”** shall be considered synonymous with “refuse” and “garbage” and shall include those items commonly anticipated to be discarded from a residence. Trash shall not include trash, refuse or garbage discarded from a manufacturing, commercial or business operation of any kind and trash shall not include any hazardous materials as may be more particularly defined by the Board of Trustees from time to time. Trash shall not include leaves, sticks, limbs or other waste from yards or gardens.
- (C) **“Trash Services”** shall consist of a collection system to remove trash and properly dispose of the trash for the benefit of every dwelling unit within the Village. The Village may elect to provide trash services through a private contractor to be selected by the Village.
- (D) **“Trash Service Charge”, “Trash Service Fee”, Trash Charge”** **and “Trash Fee”** shall be considered synonymous terms and may be used interchangeable within the Village Code of the Village.