

AN ORDINANCE RELATING TO RESIDENTIAL REFUSE PICK-UP AND DISPOSAL SERVICE

WHEREAS; the Village Council of the Village of West Lafayette, Coshocton County, Ohio, desires to establish an ordinance relating to Pick-Up and Disposal Service of Residential Refuse; and,

WHEREAS, the Village of West Lafayette seeks to promote public health, safety and welfare of Village residents through establishing a contractor to undertake the Village's authority for the collection and disposal of residential garbage and refuse;

NOW THEREFORE BE IT ORDAINED, by the Council of the Village of West Lafayette, Coshocton County, Ohio, that:

Section 1: Definitions: For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- A. **"Village"** means the area within the corporate boundaries of the Village of West Lafayette.
- B. **"Commercial establishment"** means all premises and institutions, public or private, charitable or noncharitable, not occupied by a subscriber, on which garbage or refuse, or both, is created or accumulated.
- C. **"Contractor"** means the holder of a lawful contract to undertake the Village's authority for the collection and disposal of residential garbage and refuse.
- D. **"Garbage"** means any and all kitchen or other organic refuse, including, among other things, animal, fish, fowl, fruit, or other animal or vegetable matter, decaying or spoiled meats or vegetable matter, or any substance or thing whatsoever which may decompose or become offensive or dangerous to health, or that has so done or become; and shall include, among other things, every refuse accumulation of animal, fish, fowl, fruit, or animal or vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in, or storing of milk or milk products, meat, fish, fowl, fruit, or animal or vegetable matter. All putrescible waste, except sewage and body wastes, including vegetable and animal offal and carcasses of small dead animals, but excluding recognizable industrial by-products, and including all of the aforementioned substances created or accumulated in and on all public and private establishments and all residences.
- E. **"Refuse"** means non putrescible, non-liquid wastes, such as ashes, cinders, tin cans, glass, bottles, rags, wastepaper, wood and paper boxes, grass, tree and shrub trimmings, tree and shrub stumps, large household objects such as furniture and appliances, bricks, concrete, dirt, rocks, sand, gravel, and remodeling materials. "Refuse" is limited only to what is generated by the subscriber and shall not include that from a home-operated business.
- F. **"Resident."** Same as "subscriber."
- G. **"Subscriber"** means any person or family unit maintaining his or their separate living room and quarters in a house or building. "Resident" or "subscriber" shall have the same meaning. "Subscriber" shall not include commercial establishments.

Section 2: MANDATORY SUBSCRIPTION; EXCEPTIONS

- A. Mandatory Subscription: To comply with the Ohio Environmental Protection Agency regulations, all residents of the Village shall subscribe to the trash and rubbish collection service of the Village's contractors.
- B. Exception: All commercial establishments in the Village shall subscribe to any trash, garbage and rubbish collection service that is licensed by the Coshocton Public Health District. Commercial establishments may enter private contracts with the contractor for trash, garbage and rubbish collections, but shall not be subscribers under the terms of the contract between the Village and the contractor.

Section 3: CONTAINER AND PLACEMENT REQUIREMENTS

- A. Each subscriber shall place garbage and refuse at the curb line or alley line, and shall provide refuse containers at their own expense, in the following manner:
 - a. Sealed plastic bags, designed as refuse containers, with a mil thickness of at least 1.5 and a maximum capacity of thirty gallons or eleven pounds, And metal or plastic cans with two handles and a tightly fitting lid, are authorized containers for refuse and garbage.
- B. The contractor shall tag all containers which are unauthorized or unserviceable, which do not have serviceable handles for lifting and carrying, which have holes in the bottom, or which are otherwise not suitable for use. These tags shall advise the subscriber of the reason why the container may not be used. Drums, barrels, yard and household containers are not acceptable trash containers and will be assumed to be trash if placed at the collection location.
- C. The subscriber shall properly wrap garbage before depositing it in collection containers.
- D. All trash and garbage shall be stored in container systems which are located and enclosed to effectively screen them from view. The disposal of trash and maintenance of the area shall be the primary responsibility of the resident and secondary responsibility of the owner of the property.
- E. Large or bulky items not fitting within the containers named above shall be collected by the contractor as follows:
 - a. 24-Hour notice required for all large or bulky items prior to collection day.
 - b. Bulk material (brush, trees, or shrub trimmings, boards, fencing, paneling, carpeting), shall be cut into four-foot lengths and tied in eighteen-inch bundles, weighing not more than fifty pounds. Small shrubs will be picked up in one piece if they are within the specified limitations.
 - c. Loose material (rocks, bricks, blocks, dirt, sand, cement, and the like) must be bagged or placed in trash cans and is also subject to the above weight restrictions.
 - d. Furniture or appliances shall be picked up on the regular collection day, in one piece. All furniture items are to be completely wrapped in plastic.
- F. The contractor shall collect bagged yard waste if placed at the point of collection.
- G. Subscribers will be required to place all items for pickup at their regular place of pickup.

- H. Each container placed at the curb or alley as designated above, and each other item set out for collection, shall be placed at the location no earlier than twenty-four hours prior to the regular date of collection in the location as established by the contractor. The containers shall be removed from the required location within twenty-four hours after the collection has taken place.
- I. In the event of an eviction process or cleanup of a leased or owned residential property, the owner/landlord or person in possession of said property shall place the items that are being removed from a residence at the curb no more than seven days prior to the next scheduled trash pickup. The landlord/owner/person in possession is responsible to arrange for the trash to be removed by a licensed trash hauler if the items are too large or voluminous to be picked up by the Village's contracted trash hauler within seven days. If the items are too voluminous or large for residential trash pickup it is the landlord's/owner's/person in possession's obligation to arrange for a properly sized dumpster to store the materials until pickup. Violation of this section shall be considered a minor misdemeanor subject to a one hundred fifty dollars (\$150.00) fine. Each day of violation can be considered a new/separate offense. Commercial property owners/persons in possession have the same obligation and liability except they should arrange for commercial pickup and a commercial dumpster.

Section 4: UNLAWFUL DISPOSAL

- A. No person in the Village shall throw or deposit any garbage or refuse, or both, or cause garbage or rubbish to be thrown or deposited, on any street, way, lane, alley, or other public place, or on any vacant lot in the Village, or where rats, mice, dogs, cats, birds, or other living things can feed thereon. Each day's violation of the provisions of this section may be treated as a separate and distinct offense.
- B. Except as otherwise provided in this chapter, it shall be unlawful to dispose of, bury, burn, or dump within the limits of the Village any garbage or refuse, accumulated within or without the Village limits. In the interests of public health and sanitation, all other existing dumping places within the Village are hereby declared a nuisance and ordered closed.
- C. No person by manual means, shall deposit any garbage or refuse in any of the sewers of the Village.
- D. It shall be unlawful for any person who does not subscribe to the Village's contractor to deposit any garbage or refuse in the container of a subscriber to the service.

Section 5: UNLAWFUL PERIODS OF ACCUMULATION

- A. No subscriber shall keep garbage on any premises in the Village for a longer period of time than that expiring between two consecutive collection dates when actual collections are made by the contractor.
- B. No commercial establishment shall keep garbage and refuse on premises in the Village for such a period as to endanger the health, welfare and safety of the

citizens of the Village, as determined by the Village Administrator or the State Fire Marshal.

- C. It shall be unlawful for any subscriber or commercial establishment to keep refuse on the premises of the subscriber or commercial establishment for a period longer than thirty days.

Section 6: FREQUENCY AND RATES OF SERVICE

All subscribers shall receive garbage and refuse service at a frequency of once a week. Each subscriber shall be charged a monthly rate for the garbage and refuse service.

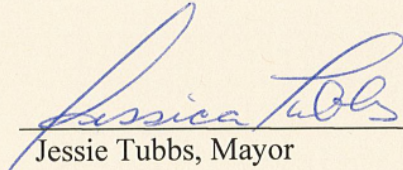
Section 7: BILLING

- A. The charges for garbage and refuse service shall be billed quarterly.

Section 8: PENALTY

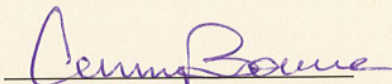
Where an act or omission is prohibited or declared unlawful in this chapter, and no penalty is otherwise provided, the offender shall be guilty of a minor misdemeanor. A separate offense shall be deemed committed on each day that a violation occurs or continues.

Passed on this 27th day of May, 2025.



Jessie Tubbs, Mayor

ATTEST:



Amy Bourne, Fiscal Officer