# All trash service is now on wednesday morning – place at curb on tuesday evening recycle service is every other wednesday – see recycle information sheet for schedule

#### **Sewer Services**

In addition to making an application for waste water treatment service, a new customer must pay to the village a security deposit of \$40 to ensure payment of future sewer charges. If sewer services are terminated by a customer and all sewer bills have been paid in full by the customer, the village will refund the sewer deposit. If sewer service is terminated and sewer bills are not fully and timely paid, the village shall set off the amount of the unpaid sewer bill against this deposit and refund the balance of the deposit, if any, to the customer. No interest shall be paid to the customer on the sewer deposit held by the village.

#### Refuse (trash) service Information

All occupants of single family, two unit and three unit multifamily dwellings are required to use the exclusive refuse and garbage hauler designated by the village and pay their monthly bills for that service. The only exceptions to be granted exemption from billing will be those residential unit occupants who own their own dumpster (or property owner has a dumpster you have permission to use.) Proof of that needs to be sent in with this notice.

A \$60.00 refuse deposit is required when starting service. It will be held for five years. If no delinquency occurs in that time your deposit will be refunded. Refuse charges must be paid on time. If you are more than 90 days late and the balance is \$100.00 your service will be turned over to our Village Solicitor for legal action. Balances remaining unpaid in July of each year will be placed as a lien on the property receiving service.

- Bag 1 Program 1 bag per month plus a recycle container. (Waste Management Bag purchased at Town Hall)
- 2. Bag 2 Program 2 bags per month plus a recycle container. (Waste Management Bag purchased at Town Hall)
- 3. Regular service Customers are limited to four forty-gallon cans or five forty-gallon bags per week plus a recycle container. Collections greater than this amount may constitute additional billing to the customer at the same prorated contracted rate.
- 4. Cart service Customers are limited to a 95 gallon cart and up to two additional 40 gallon bags per week plus a recycle container. Collections greater than this amount may constitute additional billing to the customer at the same prorated contracted rate.

## § 1030.06 DELINQUENCY SURCHARGE.

Persons with premises connected to the sewer services of the village shall pay an additional charge of 6% of any account for such services when such account is not paid within 15 days after the date the invoice/bill for such services is mailed.

## § 1030.065 DELINQUENCY LIENS.

Unpaid sewer service charges shall constitute a lien upon property served by a connection with the sewer services of the village. Council, under authority of R.C. § 729.49, hereby authorizes the Village Administrator to certify all delinquent sewer charges to the County Auditor as a lien against the real property served thereby, requesting such delinquent amounts to be collected in the same manner as other real estate taxes. The amount of delinquent sewer charges certified shall be increased by 20% of the amount of the delinquent account to reimburse the village for the 20% collection fee charged by the Auditor for collection services. FYI (This process takes place annually in August.)

#### § 1030.08 TERMINATION OF SERVICE: FINAL BILL.

A customer who wishes to terminate his or her waste water treatment service contract may do so by formal application. When the village is notified that the customer wishes to terminate the service, a final bill shall be prepared, stating thereon all the charges to be paid by the customer. If such customer fails to comply with this, charges will be made to the original owner of the property failing to terminate the waste water treatment service contract.

### § 1030.09 RESPONSIBILITY OF TENANTS, LESSEES AND OWNERS TO PAY SEWAGE BILLS.

The owner may arrange to have the tenant or lessee pay the sewage bill, but such arrangement shall not relieve the owner of the responsibility for payment of any delinquency that may accrue.

## § 1030.11 ADJUSTMENT OF BILLS; INACCURATE METERS; LEAKS.

- (a) All water that passes through a meter shall be charged for water pollution control use. The only basis for adjusting a bill is an inaccurate meter or a documented water leak accepted by the water supplier and credited against the water suppliers water service bill.
- (b) If a meter fails to register or is found to be out of order, the customer will be charged at the average consumption for previous comparable periods.

An allowance shall be made or rebate allowed to any sewer customer on account of water leakage in the event the supplier of water services to the sewer customer recognizes the existence of the water leak and gives the customer a credit against the customer's water services bill because of the leak. The amount of the credit against the sewer bill, because of a

water leak recognized and credited by the water supplier, shall be in accordance with the amount of the credit granted to the customer by the water supplier due to the water leak.

#### § 1060.04 REQUIRED RESIDENTIAL COLLECTION AND DISPOSAL SERVICE.

- (a) The village shall provide for the collection and removal of all acceptable routine household Garbage, Rubbish, Refuse and/or Recyclable Solid Waste from all single-family residential dwelling units and multifamily (two-family or three-family) residential dwelling units within the village where Garbage, Rubbish, Refuse and/or Recyclable Solid Waste is disposed of by commercial means.
- (b) The village shall designate the Village of Jefferson Waste Hauling Contractor to collect and remove all acceptable routine household Garbage, Rubbish, Refuse and/or Recyclable Solid Waste from all residential dwelling units described in division 1060.04(a) hereof through a competitive bidding process.
- (c) The owners and occupiers of lots containing single-family residential dwelling units and multifamily (two-family or three-family) residential dwelling units, shall utilize the Village of Jefferson Waste Hauling Contractor for Garbage, Rubbish, Refuse and/or Recyclable Solid Waste collection and disposal service.
- (d) The village shall establish rates for the collection and disposal of residential Garbage, Rubbish, Refuse and/or Recyclable Solid Waste based upon the rates for such service charged to the village by the the Village of Jefferson Waste Hauling Contractor.
- (e) The village may contract with the Village of Jefferson Waste Hauling Contractor for the billing of each of the users of the municipal Garbage, Rubbish, Refuse and/or Recyclable Solid Waste collection and disposal service and for collection of accounts. In the alternative, the village may perform such billing and collection functions.
- (f) The collection and disposal of residential Garbage, Rubbish, Refuse and/or Recyclable Solid Waste from residential units described in division 1060.04(a) hereof, shall be on the day or days and times established in the contract with the Village of Jefferson Waste Hauling Contractor.
- (g) The administration and supervision of the residential Garbage, Rubbish, Refuse and/or Recyclable Solid Waste collection and disposal service herein shall be under the authority and direction of the Village Administrator. The Village Administrator shall have the authority to make rules and regulations concerning the day of collection, the route of service, the type and location of waste containers and such other matters pertaining to the collection, conveyance and disposal of such residential Garbage, Rubbish, Refuse and/or Recyclable Solid Waste as he or she shall deem necessary, and to change and modify the same, after notice as required by law, provided that such rules and regulations are not contrary to, or in conflict with, the provisions set forth herein or in conflict with the provisions of the contract between the Village of Jefferson Waste Hauling Contractor and the village.
- (h) The pick-up and disposal of residential Garbage, Rubbish, Refuse and/or Recyclable Solid Waste, from any single-family residential dwelling units and multifamily (two-family or three-family) residential dwelling units within the village, by any commercial hauler, other than the Village of Jefferson Waste Hauling Contractor, is prohibited.
- (i) Business owners who contract for Garbage, Rubbish, Refuse and/or Recyclable Solid Waste removal services for their business who provide proof to the Village of the existence of the business Garbage, Rubbish, Refuse and/or Recyclable Solid Waste removal account shall not be required to use the Village of Jefferson Waste Hauling Contractor for the collection of their residential Garbage, Rubbish, Refuse and/or Recyclable Waste.
- (j) Persons who are seasonally absent from the village for a minimum of 30 days may obtain a full credit against any bills received for Garbage, Rubbish, Refuse and/or Recyclable Solid Waste hauling service provided hereunder if they provide the village prior notification to discontinue such service and later submit to the village paid utility bill stubs or other documentation of their absence from the village for the credit period.

#### § 1060.06 PAYMENT AND COLLECTION.

- (a) Every person receiving Garbage, Rubbish, Refuse and/or Recyclable Solid Waste hauling services from the Village of Jefferson Waste Hauling Contractor shall pay the invoices sent for such services within 15 days after the billing date contained in the invoice. Any such invoice which is not timely paid shall be subject to a penalty of 6% of the amount invoiced.
- (b) Any bill not paid when due shall have a late payment fee of six per cent (6%)of the unpaid amount added to the next statement. Each new charge for refuse, garbage, or recyclable solid waste collection that goes unpaid may have a late fee added to it, but only one late fee shall be added to the amount incurred in a single billing cycle. Failure to pay when due shall be evidence of the maintenance of a Public Health Nuisance as defined in Section 1060.01(e)(2), and the Village shall take steps for the Abatement of Public Health Nuisance. Any Cost of Abatement may be certified by the Village Clerk to the County Auditor, along with a description of the premises served, as a lien against the real property served thereby, requesting such delinquent amount to be collected in the same manner as other real estate taxes.

#### § 1060.99 PENALTY.

Whoever violates or fails to comply with any of the provisions of this chapter is guilty of a minor misdemeanor and shall be fined not more than \$100 for each offense. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.