

Village of Sister Bay Code of Ordinances

Chapter 50

Health and Sanitation

Table of Contents

1		
2		
3		
4		
5		
6		
7		
8	LITTERING	1
9	Sec. 50.00 Littering Prohibited.	1
10	POLLUTION ABATEMENT	2
11	Sec. 50.20 Cleanup of Spilled or Accidentally Discharged Wastes.	2
12	Sec. 50.21 Storage of Polluting Substances.	2
13	Sec. 50.22 Hazardous Material Incident Response Reimbursement.	2
14	Sec. 50.23 Illicit Discharges And Connections.	3
15	GRASS CUTTING	5
16	Sec. 50.30 Reserved.	5
17	Sec. 50.31 Nature Centers/Wildlife Preserves.	5
18	Sec. 50.32 Regulation of Length of Lawns and Grasses.	5
19	Sec. 50.33-39 Reserved	6
20	GARBAGE AND REFUSE COLLECTION	7
21	Sec. 50.40 Definitions.	7
22	Sec. 50.41 Preparation, Storage and Placement of Solid Waste.	8
23	Sec. 50.42 General Requirements Covering Collection and Disposal.	9
24	Sec. 50.43 Solid Waste Collection and Disposal Services.	10
25	Sec. 50.44 Holidays and Severe Weather.	11
26	Sec. 50.45 Yard Waste Collection.	11
27	Sec. 50.45 Freon Appliances	11
28	Sec. 50. 46 Rates, Fees And Charges.	11
29	Sec. 50.59 Prohibited Conduct.	11
30	RECYCLING	13
31	Sec. 50.60 Definitions.	13
32	Sec. 50.61 Separation of Recyclable Materials.	14
33	Sec. 50.62 Management of Lead Acid Batteries, Major Appliances And Waste Oil.	14
34	Sec. 50.63 Preparation and Collection of Recyclable Materials.	14
35	Sec. 50.64 Recycling Collection and Disposal Services.	14
36	Sec. 50.67 Enforcement.	15

Village of Sister Bay Code of Ordinances

Sec. 50.00 Littering Prohibited.

Sec. 50.00 Littering Prohibited.

LITTERING

Sec. 50.00 Littering Prohibited.

(a) Littering Prohibited. No person shall throw any glass, refuse or waste, filth or other litter upon the streets, alleys, highways, public parks or other property of the Village of Sister Bay or any private property, or upon the surface of any body of water within the Village.

(b) Litter from Conduct of Commercial Enterprise.

(1) Scope. The provisions of this Subsection shall apply to all sales, promotions and other commercial ventures that result in litter being deposited on any street, alley or other public way.

(2) Litter to be cleaned up. Any person, firm, corporation or association carrying on an enterprise that results in litter being deposited on any street, alley or other public way shall clean up the same within twelve (12) hours of the time the same is deposited. If any such litter is subject to being blown about, it shall be picked up immediately. If any such litter is likely to attract animals or vermin, such litter shall be picked up immediately.

(3) Cost of litter cleanup. If any person, firm, corporation or association fails to pick up any litter as required by Subsection (b)(1) within the time specified, the Village shall arrange to have the same picked up by Village crews or by private enterprise. The entire expense of picking up such litter, together with an additional charge of twenty percent (20%) or fifty (\$50.00 dollars) whichever is greater, for administrative expenses, shall be charged to the person, firm, corporation or association that did the littering. If such sum is not promptly paid, steps shall be taken, with the advice of the Village Attorney, to collect the same. This charge shall be in addition to any forfeiture

or other penalty for violation of this Section.

(c) Depositing of Materials Prohibited. It shall be unlawful for any person to deposit, cause or permit to be deposited, placed or parked any vegetation, grass, leaves, foliage, earth, sand, gravel, water, snow, ice, debris, yard waste, refuse, garbage, waste material, foreign substance, construction materials, equipment or object upon any street, sidewalk or public property without authorization of the Board of Trustees or Village Administrator pursuant to the provisions of this Code of Ordinances, or upon any private property without the consent of the owner or lessee of the property. Any person after receiving approval, who deposits, causes or permits to be deposited, placed or parked any such materials, equipment or objects upon any street, sidewalk or property shall be responsible to properly mark or barricade the area so as to prevent a safety hazard.

(d) Handbills.

(1) Scattering Prohibited. It shall be unlawful to deliver any handbills or advertising material to any premises in the Village except by being handed to the recipient, placed on the porch, stoop or entrance way of the building or firmly affixed to a building so as to prevent any such articles from being blown about, becoming scattered or in any way causing litter.

(2) Papers in Public Places Prohibited. It shall be unlawful to leave any unapproved handbills, advertising material or newspapers unattended in any street, alley, public building or other public place, provided that this shall not prohibit the sale of newspapers in vending machines.

Village of Sister Bay Code of Ordinances

POLLUTION ABATEMENT

Sec. 50.20 Cleanup of Spilled or Accidentally Discharged Wastes.

(a) Cleanup Required. All persons, firms, or corporations delivering, hauling, disposing, storing, discharging or otherwise handling potentially polluting substances, solid or liquid, such as but not limited to, the following: fuel oil, gasoline, solvents, soaps, industrial liquids or fluids, milk, grease trap and septic tank wastes, sewage sludge, sanitary sewer wastes, storm sewer catch-basin wastes, oil or petroleum wastes, shall immediately clean up any such spilled material to prevent its becoming a hazard to health or safety or directly or indirectly causing pollution to the beaches, marinas, lakes, drainageways and streams under the jurisdiction of the Village.

(b) Notification. Spills or accidental release of hazardous materials or pollutants at a site or of a quantity or nature that cannot be adequately cleaned up by the responsible party or parties shall be immediately reported to the Village so that assistance can be given by the proper agency.

Sec. 50.21 Storage of Polluting Substances.

It shall be unlawful for any person, firm or corporation to store any potentially polluting substances unless such substances are stored in such manner as to securely prevent them from escaping onto the ground surface and/or into any street, sewer, ditch or drainageway, lake or stream within the jurisdiction of the Village of Sister Bay.

Sec. 50.22 Hazardous Material Incident Response Reimbursement.

(a) Prohibited Discharges. No person, firm or corporation shall discharge or cause to be discharged, leaked, or spilled upon any public or private street, alley, public or private property, or unto the ground, surface waters, subsurface waters, or aquifers', or within the Village, except those areas specifically licensed for waste disposal or landfill activities and to receive such materials, any explosive, flammable or combustible solid, liquid or gas, any radioactive material at or above Nuclear Regulatory Restriction levels, etiologic agents, or any solid, liquid or gas creating a hazard, potential hazard,

or public nuisance or any solid, liquid or gas having a deleterious effect on the environment.

(b) Containment, Cleanup and Restoration.

Any person, firm or corporation in violation of the above Subsection shall, upon direction of any appropriate Village official, begin immediate actions to contain, clean up and remove to an approved repository the offending material(s) and restore the site to its original condition, with the offending person, firm or corporation being responsible for all expenses incurred. Should any person, firm or corporation fail to engage the necessary people and equipment to comply or to complete the requirements of this Section, appropriate Village officials may order the required actions to be taken by public or private resources and allow the recovery of any and all costs incurred by the Village of Sister Bay as action imposed by Subsection (c).

(c) Emergency Services Response. An "emergency services response" includes, but is not limited to, fire service, emergency medical service, and law enforcement service. A person, firm, or corporation who possesses or controls a hazardous substance which is discharged or who causes the discharge of a hazardous substance shall be responsible for reimbursement to the responding agencies for actual and necessary expenses incurred in carrying out their duties under this Section. Actual and necessary expenses may include but not be limited to: replacement of equipment damaged by the hazardous material, cleaning, decontamination and maintenance of the equipment specific to the incident, costs incurred in procurement and use of specialized equipment specific to the incident, specific laboratory expenses incurred in the recognition and identification of hazardous substances in the evaluation of response, decontamination, cleanup and medical surveillance, and incurred costs in future medical surveillance of response personnel as required by the responding agencies' medical advisor(s).

(d) Site Access. Access to any site, public or private, where a prohibited discharge is indicated or suspected will be provided to appropriate Village officials and to the Sister Bay Liberty Grove Fire Department personnel for the purpose of evaluating the threat

Village of Sister Bay Code of Ordinances

Sec. 50.23 Illicit Discharges And Connections.

Sec. 50.23 Illicit Discharges And Connections.

1 to the public and monitoring containment,
2 cleanup and restoration activities.
3 (e) Public Protection. Should any prohibited
4 discharge occur that threatens the life,
5 safety or health of the public at, near, or
6 around the site of a prohibited discharge,
7 and the situation is so critical that immedi-
8 ate steps must be taken to protect life and
9 public safety, the senior police, fire or
10 emergency government official on the
11 scene of the emergency may order an
12 evacuation of the area or take other appro-
13 priate steps for a period of time until the
14 Village President can take appropriate ac-
15 tion.
16 (f) Civil Liability. Any person, firm or corpora-
17 tion in violation of this Section shall be li-
18 able to the Village of Sister Bay for any ex-
19 penses incurred by the Village or loss or
20 damage sustained by the Village by reason
21 of such violation.

22 Sec. 50.23 Illicit Discharges And 23 Connections.

24 (a) Definitions: The following definitions shall
25 be applicable in this Section.

26
27 Illicit Connection. Any drain or conveyance,
28 whether on the surface or subsurface,
29 which allows an illegal discharge to enter
30 the storm drain system including but not
31 limited to any conveyances which allow any
32 non-storm water discharge including sew-
33 age, process wastewater, and wash water to
34 enter the storm drain system from indoor
35 drains and sinks, regardless of whether said
36 drain or connection had been allowed, per-
37 mitted, or approved by a government
38 agency, prior to the adoption of this ordi-
39 nance.

40
41 Person. Means any individual, association,
42 organization, partnership, firm, corporation
43 or other entity recognized by law and act-
44 ing as either the owner or as the owner's
45 agent.

46
47 Storm Drainage System. Publicly-owned fa-
48 cilities by which storm water is collected
49 and/or conveyed, including but not limited
50 to any roads with drainage systems, mu-
51 nicipal streets, gutters, curbs, inlets, piped
52 storm drains, pumping facilities, retention
53 and detention basins, natural and human-

54 made or altered drainage channels, reser-
55 vairs, and other drainage structures.

56
57 (b) Discharges Prohibited. No person shall dis-
58 charge, spill or dump substances or materi-
59 als which are not entirely composed of
60 storm water into receiving bodies of water,
61 beaches, marinas or onto driveways, side-
62 walks, parking lots or other areas that drain
63 into the storm drainage system.

64 (c) Connections Prohibited. The construction,
65 use, maintenance or continued existence of
66 illicit connections to the storm drainage sys-
67 tem is prohibited. This prohibition ex-
68 pressly includes, without limitation, illicit
69 connections made prior to the adoption of
70 this ordinance, regardless of whether the
71 connection was permissible under law or
72 practice applicable or prevailing at the time
73 of connection.

74 (d) Exemptions. The following activities are ex-
75 empt from the provisions of this section
76 unless found to have an adverse impact on
77 the storm water.

- 78 (1) Discharges authorized by a permit is-
79 sued by the Wisconsin Department
80 of Natural Resources.
- 81 (2) Discharges resulting from fire fighting
82 activities.
- 83 (3) Discharges from uncontaminated
84 ground water, potable water source,
85 roof drains, foundation drain and
86 sump pump, air conditioning con-
87 densation, springs, lawn watering,
88 individual residential car washing,
89 water main and hydrant flushing and
90 swimming pools if the water has
91 been de-chlorinated.

92 (e) Enforcement. Whenever the Village finds a
93 person has violated a prohibition or failed
94 to meet a requirement of this Section, the
95 Village may order compliance by written
96 notice of violation to the responsible per-
97 son. Such notice may require without limi-
98 tation:

- 99 (1) The elimination of illicit connections
100 or discharges;
- 101 (2) That violating discharges, practices,
102 or operations shall cease and desist;
- 103 (3) The abatement or remediation of
104 storm water pollution or contamina-
105 tion hazards and the restoration of
106 any affected property.
- 107 (4) In the event the person fails to elimi-
108 nate the illicit connections or dis-

Village of Sister Bay Code of Ordinances

Sec. 50.23 Illicit Discharges And Connections.

Sec. 50.23 Illicit Discharges And Connections.

1 charge, fails to cease and desist in
2 discharges, practices or operations in
3 violation of this Section or fails to
4 abate or remediate the storm water
5 pollution or contamination hazards,
6 that person may be subject to the
7 penalties of Section 50.67.

Village of Sister Bay Code of Ordinances

Sec. 50.33-39 Reserved

Sec. 50.33-39 Reserved

1 terrace directly abutting such land as pro-
2 vided in this Section or in other ordinances
3 and regulations.

4 (f) Nuisances Prohibited. No person, firm or
5 corporation shall permit any public nui-
6 sance as defined in Subsection (b) above to
7 remain on any premises owned or con-
8 trolled by him within the Village.

9 (g) Inspection. The Weed Commissioner or his
10 designee shall inspect or cause to be in-
11 spected all premises and places within the
12 Village to determine whether any public
13 nuisance as defined in Subsection (b) above
14 exists.

15 (h) Abatement of Nuisance.

16 (1) If the Weed Commissioner shall de-
17 termine with reasonable certainty
18 that any public nuisance as defined
19 in Subsection (b) above exists, he
20 shall immediately cause written no-
21 tice to be served that the Village
22 proposes to have the lot grass or
23 lawn cut so as to conform to Sections
24 50.30-50.32.

25 (2) The notice shall be served at least
26 five (5) days prior to the date of the
27 hearing and shall be mailed or
28 served on the owner of the lot or
29 parcel of land or, if he is not known
30 and there is a tenant occupying the
31 property, then to the tenant, of the
32 time and place at which the hearing
33 will be held.

34 (i) Due Process Hearing. If the owner believes
35 that his grasses or weeds are not a nuisance,
36 he may request dispute resolution pursuant
37 to the Village's complaint dispute policy.

38 **Sec. 50.33-39 Reserved**

Village of Sister Bay Code of Ordinances

Sec. 50.40 Definitions.

Sec. 50.40 Definitions.

1
2 **GARBAGE AND REFUSE COLLECTION**

3 **Sec. 50.40 Definitions.**

4 The following definitions shall be applicable in
5 this Chapter:

6
7 Combined Refuse. Refuse or animal or vegetable
8 substances which have been used or intended as food for man or animal including, but not limited to, paper, cardboard, plastics, shoes and clothing, glass jars, crockery and tin containers, accumulated in the customary use of dwelling.

9
10
11
12
13
14
15 Commercial Establishment. Businesses, hotels, motels and condominium hotels (a property where more than 25% of the units are available for rent for more than 30 days a year or on a commercial transient basis) shall be considered a commercial establishment.

16
17
18
19
20
21
22
23 Commercial Waste. Solid waste, garbage, combustible and incombustible waste and combined refuse generated by commercial establishments and/or activities associated therewith.

24
25
26
27
28
29 Construction Waste. Waste resulting from building construction, alteration, repair or demolition and includes earth and concrete when these materials are associated with contract and construction work.

30
31
32
33
34
35 Container (cart). A container is approximately a 35, 65, or 95 gallon capacity plastic container owned and distributed by the Village's contractor.

36
37
38
39
40 Contractor. A firm selected by the Village of Sister Bay to provide rubbish and recycling collection services within the Village for residential and commercial waste.

41
42
43
44
45 Curbside. The area within three (3) feet of the edge of the traveled portion of any public street or alley affording reasonable access to waste collection crews from the street, but only such portion thereof that is on the roadway side of any drainage ditch not including snowbanks.

53 Demolition Debris. Waste resulting from the demolition of complete buildings, such as houses, garages, barns and sheds. Demolition debris includes the earth and concrete associated with the building demolition.

54
55
56
57
58
59 Dumpster. A metal or plastic container at least one cubic yard in size designed to accept solid waste or recyclables.

60
61
62
63 Garbage. Waste, animal, fish, fowl, fruit or vegetable matter incident to and resulting from the use, preparation and storage of food for human consumption, including spoiled food, but exclusive of such items when enclosed in containers of a noncombustible nature.

64
65
66
67
68
69
70
71 Infectious Wastes. As defined in 2507.07(7)(c) 1c, Wisconsin Statutes and any amendments thereto, which is adopted by reference, means solid waste which contains pathogens with sufficient virulence and quantity so that exposure to the waste by a susceptible host could result in an infectious disease. The following waste categories are included within the infectious waste definition:

- 72
73
74
75
76
77
78
79
80
81 (1) Microbiological Lab Wastes: Cultures and lab equipment that have come in contact with infectious agents.
82
83 (2) Blood and Body Fluids: Whole blood and blood components, blood specimens, body fluids and dialysate from chronic ambulatory peritoneal dialysis (CAPD).
84
85 (3) Medical Wastes: Wastes that have had contact with patient blood or body fluids, including but not limited to wastes from the emergency department, autopsy suite, operating room and delivery room.
86
87 (4) Human Tissue: Recognizable human tissue. It must be buried, incinerated or rendered completely unrecognizable.

88
89
90
91
92
93
94
95
96
97 Manufacturing Waste. Waste or refuse generated in the manufacturing process and/or activities associated therewith.

98
99
100
101 Recyclable Materials. Recyclable materials shall have the meaning as set forth in Section 50.60 of this Code of Ordinances.

102
103
104
105 Residence. A building containing not more than three (3) living units per building located on a public or private street. Multi-family

Village of Sister Bay Code of Ordinances

Sec. 50.41 Preparation, Storage and Placement of

Sec. 50.41 Preparation, Storage and Placement of

1 dwelling units (apartments) and residential
2 condominiums (a property where more
3 than 75% of the units are owner occupied
4 and the casual non-commercial use does
5 not exceed 30 days per year per unit) shall
6 also be defined as residences.

7
8 Sharps. Medical or laboratory articles that are po-
9 tentially infectious and that may cause
10 punctures or cuts including hypodermic
11 needles, syringes, Pasteur pipettes and
12 scalpel blades.

13
14 Solid Waste. Useless, unused, unwanted or dis-
15 carded material resulting from housekeep-
16 ing activities. Solid waste includes, but is
17 not limited to, garbage, refuse and ashes,
18 furniture and household goods, except ap-
19 pliances and non-putrescible products in-
20 cidental to the above functions.

21
22 Vehicular Salvage. Material which originates from
23 vehicles including, but not limited to,
24 snowmobiles, motorcycles, trailers, trucks,
25 automobiles, buses, farm machinery and
26 garden tractors.

27
28 Yard Waste. Tree branches, shrub clippings, fruit
29 trees, yard trees, grass clippings, leaves, sod
30 and other waste collected from the yard of
31 the dwelling.

32 **Sec. 50.41 Preparation, Storage and** 33 **Placement of Solid Waste.**

34 (a) Garbage shall be drained of all free liquid
35 and shall be packaged in a container. Im-
36 properly prepared and stored garbage of a
37 liquid or semi-liquid nature will not be col-
38 lected.

39 (b) Combined refuse shall be placed in a con-
40 tainer provided by the Contractor or ap-
41 proved by the Contractor or it will not be
42 collected. Combined refuse shall not in-
43 clude yard waste or recyclables. The Con-
44 tractor shall be responsible for the repair or
45 replacement of containers. The Contractor
46 shall not be responsible for closing con-
47 tainer lids after collection.

48 (c) Cold ashes, sawdust and sweepings must
49 be placed in plastic garbage bags or sealed
50 in a disposable container and placed in a
51 container.

52 (d) Pet manure from any animal classified as a
53 household pet must be placed in a plastic
54 garbage bag and tied securely and placed

55

56

57

58 (e)

59

60

61

62

63 (f)

64

65

66

67

68

69

70

71

72 (g)

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93 (h)

94

95

96 (i)

97

98

99

100

101

102 (j)

103

104

105

106

107

108

in a container. Any other animal or fowl
manure or noxious waste will not be picked
up.

Furniture, metal, appliances, televisions,
rugs, swimming pools, mattresses, earth,
gravel, stone, concrete and other construc-
tion debris will not be picked up by the
Contractor.

All garbage, food waste and refuse shall be
placed only in such covered container so
that weather elements will not result in re-
fuse being scattered about the premises so
as to constitute a health hazard or nuisance.
All containers shall be stored upon private
property and screened from public view
and shall not be stored in the front yard
setback.

Solid waste, garbage and combined refuse,
except as provided in Subsection (e) above
and Section 50.42(c), that is collected by
the Contractor shall be placed on the same
side of the street as the dwelling or com-
mercial establishment generating the waste.
The container shall be placed on flat
ground, not further than three (3) feet from
the edge of the pavement and five (5) feet
from any vertical obstruction including a
power pole, mailbox, other garbage con-
tainers, recycling carts, and light poles, etc.
with the designated side facing the street.
No parking shall be permitted within fifteen
(15) feet of a garbage receptacle. Solid
waste, garbage and combined refuse col-
lected by Contractor shall not be placed in
ditches or on snow banks. The container
shall be placed in a location where the
Contractor shall have clear and direct access
for the collection vehicles.

Recyclable materials shall be stored and
placed in accordance with Sections 50.60
through 50.64.

No person shall dispose of infectious
wastes or sharps for pickup by the Contrac-
tor. Infectious waste must be disposed of ac-
cording to the regulations established by
the State of Wisconsin and the Door
County Public Health Department.

No person or business shall place more
solid waste or recyclables in any container
or dumpster beyond its rated lifting or car-
rying capacity. No person or business shall
place solid waste or recyclable in a con-
tainer that keep the container or dumpster
lid from properly closing.

Village of Sister Bay Code of Ordinances

1 **Sec. 50.42 General Requirements Covering** 56
2 **Collection and Disposal.** 57
3 (a) Solid Waste Collection. Solid waste, gar- 58
4 bage and combined refuse, except as pro- 59
5 vided in Section 50.41(e) and Subsection (c) 60
6 below, shall be collected and disposed of 61
7 on a weekly basis by the Contractor, pro- 62
8 vided that it is prepared and stored in the 63
9 manner prescribed in this Chapter. Yard 64
10 waste will be collected and disposed of in 65
11 accordance with Section 50.45. The sched- 66
12 ule for all solid waste collection shall be de- 67
13 termined by the Contractor. Garbage shall 68
14 be placed for collection no later than 6:00 69
15 a.m. the day of collection. No item inten- 70
16 ded for collection during the regular 71
17 garbage pickup shall be placed for collec- 72
18 tion at the curb any earlier than 4:00 p.m. 73
19 on the day prior to the scheduled collec- 74
20 tion day. The householder or occupant 75
21 shall return the containers to their original 76
22 storage location after collection on the 77
23 same day as collection. The owners or oc- 78
24 cupants of such residence shall be respon- 79
25 sible for paying the additional service fee 80
26 for collecting the garbage from a non- 81
27 standard location. No solid waste shall be 82
28 collected unless it is placed inside a con- 83
29 tainer provided by the Contractor or ap- 84
30 proved by the Contractor. 85
31 (b) Commercial or Manufacturing Waste. Com- 86
32 mercial waste or manufacturing waste shall 87
33 be collected by the Contractor subject to 88
34 the provisions of Section 50.43. 89
35 (c) Construction Waste. Construction waste re- 90
36 sulting from the activities of a contractor or 91
37 other non-occupant of the premises, and 92
38 demolition debris will not be collected by 93
39 the Contractor. 94
40 (d) Combined Use Buildings. Where buildings 95
41 are used for both business and residential 96
42 purposes, the Contractor shall collect resi- 97
43 dentially generated solid waste, garbage, 98
44 recyclables and combined refuse, in accor- 99
45 dance with the terms of this Chapter, if the 100
46 solid waste, garbage, recyclables and com- 101
47 bined refuse is placed and contained as de- 102
48 scribed under Sections 50.40 and 50.41(f). 103
49 (e) Dumpsters. Dumpsters will not be serviced 104
50 in residential collection. 105
51 (f) Vehicular Salvage; Batteries; Oil. Batteries 106
52 and oils are considered hazardous sub- 107
53 stances and will not be collected. Batteries 108
54 and oils may be deposited at the Contrac- 109
55 tor's drop-off site by the owner for proper 110

disposal at the owner's expense. Vehicular salvage components that have a hazardous characteristic will not be collected by the Contractor. Other components such as exhaust systems, tune-up parts, shock absorbers and lights will be collected by the Contractor subject to the weight and other restrictions of Section 50.41(j).
(g) Tires. Tires generated from vehicles shall not be collected by the Contractor and may be deposited at the Contractor's drop-off site by the owner for proper disposal at the owner's expense.
(h) Deleterious Substances.
(1) Any deleterious substance, the collection, destruction or disposal of which would be harmful or dangerous to personnel or equipment, shall not be included with refuse for collection. The term "deleterious substances" includes, but is not limited to: hazardous substances, as defined in Sec. 144.01, Wisconsin Statutes; Medical waste, as defined in the Medical Waste Tracking Act of 1988, including but not limited to discarded medical equipment, needles and syringes; Acids; Blasting materials; Fireworks; Ammunition; Paints; Lacquers and varnishes; Combustible alloys or chemicals and/or any radioactive materials; Explosive materials or other flammable materials.
(2) Paint, lacquer and varnish cans may be disposed of if the contents thereof are in non-liquid form and if the lids are removed.
(3) An owner and/or occupant wishing to dispose of any explosive or flammable material shall request the Door County Sheriff's Department to effect such disposal. If such materials are found, the Contractor will refer the matter to the Sheriff's Department or Fire Department as warranted.
(i) Special Collection Services Billing. The cost of any special collection service rendered to any householder or occupant of any building necessitated because of a violation of any part of this Chapter shall be paid by the party or parties receiving such special service. If charges for special service collections are not paid within the collection period established by the Contractor the Con-

Village of Sister Bay Code of Ordinances

1 tract may in addition to their collection
2 procedures stop the Village provided col-
3 lection service.
4 (j) Collection of Recyclable Materials. Recy-
5 clable materials shall be collected and dis-
6 posed of in accord with Section 50.60, pro-
7 vided that recyclable materials shall be
8 placed a minimum of five (5) feet from the
9 solid waste, garbage or combined refuse
10 that is not recyclable.
11 (k) Additional Garbage Containers. The Con-
12 tractor shall supply one garbage container
13 per living unit receiving Village garbage pick
14 up. Additional containers can be obtained
15 from the Contractor at a cost to be deter-
16 mined by the Contractor based on the price
17 that the Contractor must pay. The owner of
18 the dwelling unit with additional (s) garbage
19 containers shall pay all costs beyond the
20 basic service paid for by the Village.
21 (l) Other Collection Services. Residential and
22 commercial establishments may be al-
23 lowed to have special pickups or extra
24 pickups at a fee established by the Contrac-
25 tor not utilizing the Contractor's containers
26 as long as the solid waste or recyclables are
27 contained in bags, boxes or other contain-
28 ers and do not create a nuisance. The
29 placement of solid waste or recyclables for
30 this type of collection service shall not oc-
31 cur more than 72 hours prior to the sched-
32 uled collection.
33 (m) Payment for Additional Services Provided
34 by the Contractor. If a residence or com-
35 mercial account requests and receives ad-
36 ditional services beyond the minimums
37 provided for by the Village and fails to pay
38 for such service, the Contractor may elect
39 to stop servicing the account with the Vil-
40 lage provided services until such time as the
41 account is current.

42 Sec. 50.43 Solid Waste Collection and 43 Disposal Services.

44 (a) Single Family, Duplex and Three-plex
45 Dwellings. The Village through its Contrac-
46 tor is providing a weekly garbage collection
47 service utilizing one sixty (60) gallon roll out
48 container. Any additional containers or ca-
49 pacity shall be paid for by the occupant.
50 (b) Multifamily Dwelling Units and Residential
51 Condominiums. Multi-family dwelling units
52 (apartments) and residential condominiums
53 (a property where more than 75% of the
54 units are owner occupied and the casual

55 non-commercial use does not exceed thirty
56 (30) days per year per unit) shall be pro-
57 vided the same volume of garbage col-
58 lected for residential customers. Residential
59 condominiums shall through their associa-
60 tion certify in writing that the property or
61 complex in its entirety complies with the
62 75% standard above on an annual basis in
63 order to qualify for the residential level of
64 service.
65 (c) Commercial establishments, Hotels, Motels
66 and Condominium Hotels. The Village
67 through its Contractor is providing a weekly
68 garbage collection service utilizing one yard
69 of capacity in either a dumpster or pair of
70 ninety (90) gallon containers. The commer-
71 cial establishment or condominium hotel
72 may elect to have bi-weekly collection pro-
73 vided by the Village instead of weekly col-
74 lection. Any additional containers or capaci-
75 ty shall be paid for by the occupant. Ho-
76 tels, motels and condominium hotels (a
77 property where more than 25% of the units
78 are available for rent for more than thirty
79 (30) days a year or on a commercial tran-
80 sient basis) shall be considered a commer-
81 cial establishment.
82 (d) Other Haulers. Single family, duplex and
83 three-plex dwellings shall use the Village
84 Contractor for all solid waste disposal ser-
85 vices. Commercial establishments, hotels,
86 motels and condominium hotels may elect
87 to use another waste hauler besides the
88 Contractor. If another waste hauler is se-
89 lected the Village will not provide or pay for
90 any portion of the cost.
91 (e) Facilities Exempt from Village Provided Ser-
92 vice. Tax exempt entities, non-profit busi-
93 nesses that do not pay any property taxes
94 and government facilities shall properly
95 dispose of all solid waste materials and not
96 receive solid waste collection services paid
97 for by the Village through its Contractor.
98 (f) Provision of Weekly Service. The Village
99 through its contractor is providing weekly
100 garbage collection services. The number of
101 collections or volume shall not be aggre-
102 gated and used at a later date. The only ex-
103 ception to this provision is the allowance
104 for the one yard of service provided to
105 commercial establishments may be col-
106 lected on a bi-weekly basis.
107 (g) Voluntary Volume Reduction. Multi-family
108 dwelling units, residential condominiums
109 and commercial establishments may elect

Village of Sister Bay Code of Ordinances

Sec. 50.44 Holidays and Severe Weather.

Sec. 50.59 Prohibited Conduct.

1 in writing to receive a lower volume of gar-
2 bage collection service on a weekly basis.
3 The forgone volume cannot be aggregated
4 and collected at a later date.

5 Sec. 50.44 Holidays and Severe Weather.

6 (a) When a scheduled collection day falls on a
7 designated holiday by the Contractor, the
8 collection will be made the next business
9 day as determined by the Contractor.

10 (b) In case of a snow emergency, as deter-
11 mined by the Village, collection shall be
12 made the next business day as determined
13 by the Contractor.

14 Sec. 50.45 Yard Waste Collection.

15 The Village does not provide a yard waste, brush,
16 tree trimmings or leaf collection service. The Con-
17 tractor may accept those wastes at their drop-off
18 site for a fee. The Contractor will not pick up
19 brush, tree-trimmings, and/or stumps as a result of
20 a private contractor performing work on the prop-
21 erty. The Contractor will not pick up brush, tree
22 trimmings, and/or stumps as a result of lot clear-
23 ing.

24 Sec. 50.45 Freon Appliances

25 Freon appliances including refrigerators, freezers,
26 air conditioners and dehumidifiers, may be col-
27 lected as a special pick up provided that the
28 owner prepays the fees as established by the Con-
29 tractor, that the doors are removed from refrigera-
30 tors and freezers. Freon appliances may be deliv-
31 ered to the drop off yard provided that the fee as
32 established by the Contractor is paid at the time of
33 drop off.

34 Sec. 50. 46 Rates, Fees And Charges.

35 (a) Annual Rates. The Village Board shall annu-
36 ally approve the rates for solid waste and
37 recycling collection services. The rates may
38 be established by an agreement or a con-
39 tract with the Contractor.

40 (b) Contractor Rates. The Contractor shall not
41 charge any other fees, placement fees or
42 charges for services other than the Village
43 approved annual rates. This shall not pro-
44 hibit the contractor from establishing fees
45 or additional charges for accounts in ar-
46 rears.

47 (c) Special Services. The Contractor shall annu-
48 ally establish fees and charges for special
49 services including disposal at the drop-off
50 site.

51 (d) Green Bag Services. The Contractor shall es-
52 tablish a service at a rate approved by the
53 Village for residents who are unable to util-
54 ize the normal container service. This ser-
55 vice shall require the residents to deposit
56 the materials at the Contractor's drop-off
57 site.

58 Sec. 50.59 Prohibited Conduct.

59 (a) The placement of any waste material upon
60 Village property other than a pre-
61 determined location shall be considered a
62 public nuisance and is prohibited.

63 (b) No person shall place, or permit another to
64 place, any refuse in any refuse container lo-
65 cated on property owned by the Village
66 unless the refuse is from the premises on
67 which the refuse container is located.

68 (c) No person shall place, or permit another to
69 place, any refuse in any refuse container lo-
70 cated in the Village on property not owned
71 by the Village unless the refuse is from the
72 premises on which the refuse container is
73 located, or unless prior consent has been
74 obtained from the owner of the property.

75 (d) No person shall place, or permit another to
76 place, any prohibited refuse in any refuse
77 container located in the Village whether or
78 not from the premises on which the refuse
79 container is located.

Village of Sister Bay Code of Ordinances

Sec. 50.59 Prohibited Conduct.

Sec. 50.59 Prohibited Conduct.

1

Village of Sister Bay Code of Ordinances

Sec. 50.60 Definitions.

Sec. 50.60 Definitions.

RECYCLING

Sec. 50.60 Definitions.

The following definitions shall be applicable in this Chapter:

Bi-Metal Container. A container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

Container Board. Corrugated paperboard used in the manufacture of shipping containers and related products.

Foam Polystyrene Packaging. Packaging made primarily from foam polystyrene that satisfies one of the following criteria:

- (1) Is designed for serving food or beverages;
- (2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- (3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

HDPE. High density polyethylene, labeled by the Society of Plastics Industry (SPI) Code #2.

LDPE. Low density polyethylene, labeled by the SPI Code #4.

Magazines. Magazines and other materials printed on similar paper.

Major Appliance. A residential air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator or stove.

Multiple-Family Dwelling. A property containing five (5) or more residential units, including those which are occupied seasonally.

Newspaper. A newspaper and other materials printed on newsprint.

Non-Residential Facilities and Properties. Commercial, retail, industrial, institutional and governmental facilities and properties. This term does not include multiple family dwellings.

Office Paper. High grade printing and writing papers from offices in non-residential facilities

and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.

Other Resins or Multiple Resins. Plastic resins labeled by the SPI Code #7.

Person. Any individual, corporation, partnership, association, local governmental unit, as defined in Sec. 66.299(1)(a), Wisconsin Statutes, state agency or authority or federal agency.

PETE. Polyethylene terephthalate, labeled by the SPI Code #1.

Plastic Container. An individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

Post consumer Waste. Solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in Sec. 144.61(5), Wisconsin Statutes, waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Sec. 144.44(7)(a)1., Wisconsin Statutes

PP. Polypropylene, labeled by the SPI Code #5.

PS. Polystyrene, labeled by the SPI Code #6.

PVC. Polyvinyl chloride, labeled by the SPI Code #3.

Recyclable Materials. Lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass container; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.

Restroom Waste. Paper generated from bathrooms or restrooms shall not be considered recyclable and shall be considered solid waste.

Village of Sister Bay Code of Ordinances

Sec. 50.61 Separation of Recyclable Materials.

Sec. 50.64 Recycling Collection and Disposal

1
2 Solid Waste. Has the meaning specified in Sec.
3 144.01(15), Wisconsin Statutes.
4
5 Solid Waste Facility. Has the meaning specified in
6 Sec. 144.43(5), Wisconsin Statutes.
7
8 Solid Waste Treatment. Any method, technique or
9 process which is designed to change the
10 physical, chemical or biological character
11 or composition of solid waste. "Treatment"
12 includes incineration.
13
14 Waste Tire. A tire that is no longer suitable for its
15 original purpose because of wear, damage
16 or defect.
17
18 Yard Waste. Leaves, grass clippings, yard and gar-
19 den debris and brush. This term does not
20 include stumps, roots or shrubs with intact
21 root balls.

22 **Sec. 50.61 Separation of Recyclable** 23 **Materials.**

24 (a) Separation of Recyclable Materials. Occu-
25 pants of residences and commercial estab-
26 lishments shall separate the following recy-
27 clable materials from post-consumer waste:
28 (1) Lead acid batteries.
29 (2) Major appliances.
30 (3) Waste oil.
31 (4) Yard waste.
32 (5) Aluminum containers.
33 (6) Bi-metal containers.
34 (7) Corrugated paper or other container
35 board.
36 (8) Glass containers.
37 (9) Magazines.
38 (10) Newspaper.
39 (11) Office paper.
40 (12) Rigid plastic containers made of
41 PETE, HDPE, and other resins or mul-
42 tiple resins.
43 (13) Steel containers.
44 (14) Waste tires.
45 (b) Care of Separated Recyclable Materials. To
46 the greatest extent practicable, the recycla-
47 ble materials separated in accordance with
48 Subsection (a) above shall be clean and
49 kept free of contaminants such as food or
50 product residue, oil or grease, or other non-
51 recyclable materials, including but not lim-
52 ited to household hazardous waste, medi-
53 cal waste, and agricultural chemical con-
54 tainers. Recyclable materials shall be stored

55 in a manner which protects them from
56 wind, rain, and other inclement weather
57 conditions.

58 **Sec. 50.62 Management of Lead Acid** 59 **Batteries, Major Appliances And Waste** 60 **Oil.**

61 The disposal of lead acid batteries, major appli-
62 cances and waste oil shall be the responsibility of
63 the generator and shall be disposed of at the gen-
64 erators cost.

65 **Sec. 50.63 Preparation and Collection of** 66 **Recyclable Materials.**

67 Except as otherwise directed by the Village Ad-
68 ministrator, occupants of residences and com-
69 mercial establishments shall do the following for
70 the preparation and collection of the separated
71 materials specified in Section 50.61(a)(5) through
72 (14):

- 73 (a) Aluminum, bi-metal, glass and steel con-
74 tainers shall be rinsed and the lids shall be
75 removed.
76 (b) Magazines, newspaper, office paper corrugated
77 paper or other container board shall
78 be loose.
79 (c) Rigid plastic containers shall be prepared
80 and collected as follows:
81 (1) Plastic containers made of PETE, in-
82 cluding soda bottles, shall be rinsed
83 and the lids shall be removed.
84 (2) Plastic containers made of HDPE, in-
85 cluding milk, water and detergent
86 containers shall be rinsed and the
87 lids shall be removed.

88 **Sec. 50.64 Recycling Collection and** 89 **Disposal Services.**

90 (a) Single Family, Duplex and Three-plex
91 Dwellings. The Village through its Contrac-
92 tor is providing a weekly recyclable collec-
93 tion service utilizing two thirty (30) gallon
94 roll out containers. One of the two recycla-
95 ble containers shall be collected every
96 week. The Contractor shall provide a sys-
97 tem to collect paper products one week
98 and commingled plastic, glass and cans the
99 following week.
100 (b) Multi-family Dwelling Units and Residential
101 Condominiums. Multi-family dwelling units
102 (apartments) and residential condominiums
103 (a property where more than 75% of the
104 units are owner occupied and the casual
105 non-commercial use does not exceed 30

Village of Sister Bay Code of Ordinances

1 days per year per unit) shall be provided
2 the same volume of recyclables collected
3 for single family residential customers col-
4 lected on alternate weeks. Residential con-
5 dominiums shall through their association
6 certify in writing that the property or com-
7 plex in its entirety complies with the 75%
8 standard above on an annual basis in order
9 to qualify for the residential level of service.
10 If a multi-family dwelling or residential
11 condominium fails to properly separate the
12 recyclables after two written notices to the
13 owner or association the Contractor shall
14 no longer pickup recyclables at Village ex-
15 pense. In those cases the multi-family
16 dwelling building owner or residential con-
17 dominium association shall pay for the dis-
18 disposal of recyclables at their expense.

19 (c) Commercial establishments, Hotels, Motels
20 and Condominium Hotels. Owners or des-
21 ignated agents of commercial establish-
22 ments, hotels, motels or condominium ho-
23 tels shall do all of the following to recycle
24 the materials specified in Section 50.61(a)(5)
25 through (14). None of the cost for recycling
26 services is provide or paid for by the Village.

- 27 (1) Provide adequate, separate contain-
28 ers for the recyclable materials.
- 29 (2) Notify tenants in writing at the time
30 of renting or leasing about the re-
31 quirements of this Section.
- 32 (3) Provide for the collection of the ma-
33 terials separated from the solid waste
34 by the tenants and the delivery of the
35 materials to a recycling facility.
- 36 (4) Notify tenants of reasons to reduce
37 and recycle solid waste, which mate-
38 rials are collected, how to prepare
39 the materials in order to meet the
40 processing requirements, collection
41 methods or sites, location and hours
42 of operation, and a contact person
43 or company, including a name, ad-
44 dress and telephone number.

45 (d) Other Haulers. Single family, duplex and
46 three-plex dwellings shall use the Village
47 Contractor for all recycling disposal ser-
48 vices. Commercial establishments, hotels,
49 motels and condominium hotels may elect
50 to use any waste hauler.

51 (e) Facilities Exempt from Village Provided Ser-
52 vice. Tax exempt entities, non-profit busi-
53 nesses that do not pay any property taxes
54 and government facilities shall perform the
55 same recycling activities as required in Sub-

56 section (c) above and shall not receive re-
57 cycling services paid for by the Village
58 through its Contractor.

59 (f) Provision of Weekly Service. The Village
60 through its contractor is providing weekly
61 recycling collection services for residences,
62 apartments and residential condominiums.
63 The number of collections or volume shall
64 not be aggregated and used at a later date.

65 (g) Voluntary Volume Reduction. Multi-family
66 dwelling units and residential condomini-
67 ums may elect in writing to receive a lower
68 volume of recycling service on a weekly ba-
69 sis. The forgone volume cannot be aggre-
70 gated and collected at a later date.

71 Sec. 50.67 Enforcement.

72 (a) For the purpose of ascertaining compliance
73 with the provisions of this Chapter, any au-
74 thorized officer, employee or representa-
75 tive of the Contractor or the Village may in-
76 spect recyclable materials separated for re-
77 cycling, post consumer waste intended for
78 disposal, recycling collection sites and fa-
79 cilities, collection vehicles, collection areas
80 of multiple-family dwellings and commer-
81 cial facilities and properties, and any re-
82 cords relating to recycling activities, which
83 shall be kept confidential when necessary
84 to protect proprietary information. No per-
85 son may refuse access to any authorized of-
86 ficer, employee or authorized representa-
87 tive of the Village who requests access for
88 purposes of inspection, and who presents
89 appropriate credentials. No person may
90 obstruct, hamper, or interfere with such an
91 inspection.

92 (b) Any person who violates a provision of this
93 Chapter maybe issued a citation by the Vil-
94 lage.

95 (c) Any person, association, business or corpo-
96 ration who violates any section of this
97 Chapter except as specified in (d) may be
98 required to forfeit not more than Fifty Dol-
99 lars (\$50.00) for a first violation, not more
100 than Two Hundred Dollars (\$200.00) for a
101 second violation, and not more than One
102 Thousand Dollars (\$1,000.00) for a third or
103 subsequent violation. The costs of prosecu-
104 tion shall also be included. Each day that
105 the violation exists shall constitute a sepa-
106 rate offense.

107 (d) Any person, association, business or corpo-
108 ration who violates Sections 50.20-50.22 of
109 this Chapter may be required to forfeit not

Village of Sister Bay Code of Ordinances

Sec. 50.67 Enforcement.

Sec. 50.67 Enforcement.

1 less than Fifty Dollars (\$50.00) nor more
2 than Five Hundred Dollars (\$500.00) for
3 each offense. The costs of prosecution shall
4 also be included. Each day that the viola-
5 tion exists shall constitute a separate of-
6 fense.