

# TITLE 8

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## Health and Sanitation

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# Chapter 1

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## Health and Sanitation

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### **Sec. 8-1-1 Rules and Regulations.**

The Village Board, acting as Board of Health, may make reasonable and general rules for the enforcement of the provisions of this Chapter and for the prevention of the creation of health nuisances and the protection of the public health and welfare and may, where appropriate, require the issuance of licenses and permits. All such regulations shall have the same effect as ordinances, and any person violating any of such regulations and any lawful order of the Board shall be subject to the general penalty provided for in this Code.

### **Sec. 8-1-2 Health Nuisances; Abatement of.**

- (a) **Defined.** A health nuisance is any source of filth or cause of sickness.
- (b) **Duty to Abate.** The Board of Health shall abate health nuisances pursuant to Sec. 146.14, Wis. Stats., which is adopted by reference and made a part of this Section.

*State Law Reference:* Sec. 146.14, Wis. Stats.

### **Sec. 8-1-3 Deposit of Deleterious Substances Prohibited.**

No person shall deposit or cause to be deposited in any public street or on any public ground or on any private property not his own any refuse, garbage, litter, waste material or liquid or any other objectionable material or liquid. When any such material is placed on the person's own private property, it shall be properly enclosed and covered so as to prevent the same from becoming a public nuisance.

### **Sec. 8-1-4 Destruction of Noxious Weeds.**

- (a) The Village Administrator shall annually on or before May 15th publish as required by state law a notice that every person is required by law to destroy all noxious weeds on lands in the Village which he owns, occupies or controls. A joint notice with other towns or municipalities may be utilized.
- (b) If the owner or occupant shall neglect to destroy any weeds as required by such notice, then the Weed Commissioner of the Village shall give five (5) days' written notice by mail to the owner or occupant of any lands upon which the weeds shall be growing to the effect that the said Weed Commissioner after the expiration of the five (5) day period will proceed to destroy or cause to be destroyed all such weeds growing upon said lands and that the cost thereof will be assessed as a tax upon the lands upon which such weeds are located under the provisions of Sec. 66.96 of the Wisconsin Statutes. In case the owner or occupant shall further neglect to comply within such five (5) day notice, then the Weed Commissioner shall destroy such weeds or cause them to be destroyed in the manner deemed to be the most economical method and the expense thereof, including the cost of billing and other necessary administrative expenses, shall be charged against such lots and be collected as a special tax thereon.
- (c) As provided for in Sec. 66.96(2), Wis. Stats., the Village shall require that all noxious weeds shall be destroyed prior to the time in which such plants would mature to the bloom or flower state. The growth of noxious weeds in excess of eight (8) inches in height from the ground surface shall be prohibited within the Village corporate limits. Noxious weeds shall include any weed, grass or similar plant growth which, if allowed to pollinate, would cause or produce hayfever in human beings or would cause a skin rash through contact with the skin. Noxious weeds, as defined in this Section and in Section 8-1-6, shall include but not be limited to the following:

Cirsium Arvense (Canada Thistle)

Ambrosia artemisiifolia (Common Ragweed)

Ambrosia trifida (Great Ragweed)

Euphorbia esula (Leafy Spurge)

Convolvulus arvensis (Creeping Jenny) (Field Bind Weed)

Tragopogon dubius (Goat's Beard)  
Rhus radicans (Poison Ivy)  
Cirsium vulgaries (Bull Thistle)  
Pastinaca sativa (Wild Parsnip)  
Arctium minus (Burdock)  
Xanthium strumarium (Cocklebur)  
Amaranthus retroflexus (Pigweed)  
Chenopodium album (Common Lambsquarter)  
Rumex Crispus (Curled Dock)  
Cannabis sativa (Hemp)  
Plantago lanceolata (English Plantain)

Noxious grasses, as defined in this Section and in Section 8-1-7, shall include but not be limited to the following:

Agrostia alba (Redtop)  
Sorghum halepense (Johnson)  
Setaria (Foxtail)

Noxious weeds are also the following plants and other rank growth:

Ragweed  
Thistles  
Smartweed  
Dandelions (over 12 inches in height)  
Milkweed (over 12 inches in height)

*State Law Reference:* Sec. 66.96, Wis. Stats.

## **Sec. 8-1-5 Regulation of Natural Lawns.**

- (a) **Natural Lawns Defined.** Natural lawn as used in this Section shall include common species of grass and wild flowers native to North America which are designed and purposely cultivated to exceed eight (8) inches in height from the ground. Specifically excluded in natural lawns are the noxious grasses and weeds identified in Section 8-1-4 of this Chapter. The growth of a natural lawn in excess of eight (8) inches in height from the ground surface shall be prohibited within the Village corporate limits unless a Natural Lawn Management Plan is approved and a permit is issued by the Village as set forth in this Section. Natural lawns shall not contain litter or debris and shall not harbor undesirable wildlife.

**(b) Natural Lawn Management Plan Defined.**

- (1) Natural Lawn Management Plan as used in this Section shall mean a written plan relating to the management and maintenance of a lawn which contains a legal description of lawn upon which the planted grass will exceed eight (8) inches in length, a statement of intent and purpose for the lawn, a detailed description of the vegetational types, plants and plant succession involved, and the specific management and maintenance techniques to be employed.
- (2) Property owners who wish to plant and cultivate a natural lawn must submit their written plan and related information on the form provided by the Village. "Property Owner" shall be defined to include the legal title holder and/or the beneficial owner of any such lot according to most current Village records. Natural Lawn Management Plans shall only indicate the planting and cultivating of natural lawns on property legally owned by the property owner. Applicants are strictly prohibited from developing a natural lawn on any Village-owned property including street rights-of-way. This shall include at a minimum property located between the sidewalk and the street or a strip not less than ten (10) feet adjacent to the street where there is no sidewalk whether the area is under public or private ownership. In addition, natural lawns shall not be permitted within ten (10) feet of the abutting property owner's property unless waived in writing by the abutting property owner on the side so affected. Such waiver is to be affixed to the Lawn Management Plan.
- (3) Any subsequent property owner who abuts an approved natural lawn may revoke the waiver thereby requiring the owner of the natural lawn to remove the natural lawn that is located in the ten (10) foot section abutting the neighboring property owner. Such revocation shall be put in writing and presented to the Village Administrator by the subsequent abutting property owner. Upon receiving the written request to revoke the original waiver, the Village Board shall contact the owner of the approved natural lawn and direct the owner to remove the natural lawn located in the ten (10) foot section abutting the neighboring property owner. The Village Board shall revise the approved Natural Lawn Management Permit accordingly. The owner of the approved natural lawn shall be required to remove the ten (10) foot section abutting the neighboring property owner within twenty (20) days of receipt of the written notification from the Village provided the notification is received sometime between May 1 and November 1. Property owners who receive notification from the Village between November 1 and April 30 shall be required to remove the ten (10) foot section abutting the neighboring property owner no later than May 20 following receipt of the notification.

**(c) Application Process.**

- (1) Property owners interested in applying for permission to establish a natural lawn shall obtain and complete an application form available from the Village Administrator. The completed application shall include a Natural Lawn Management Plan. Upon

submitting a completed application, a Twenty-five Dollar (\$25.00) non-refundable filing fee will be assessed by the Village. Upon receiving payment, copies of the completed application shall be mailed by the Village to each of the owners of record, as listed in the Office of the Village Assessor, who are owners of the property situated wholly or in part within three hundred (300) feet of the boundaries of the properties for which the application is made. If within fifteen (15) calendar days of mailing the copies of the complete application to the neighboring property owners the Village receives written objections from fifty-one percent (51%) or more of the neighboring property owners, the Village Administrator shall immediately deny the application. Neighboring property owners shall be defined as all those property owners who are located within three hundred (300) feet of the proposed natural lawn site.

- (2) If the property owner's application is in full compliance with the Natural Lawn Management Plan requirements and less than fifty-one percent (51%) of the neighboring property owners provide written objections, the Village Administrator shall issue permission to install a natural lawn. Such permit shall be valid for two (2) years. Permit renewals shall follow the procedures in this Section.
- (d) **Application For Appeal.** The property owner may appeal the Administrator's decision to deny the natural lawn permit request to the Village Board at an open meeting. All applications for appeal shall be submitted within fifteen (15) calendar days of the notice of denial of the Natural Lawn Management Plan. The decision rendered by the Village Board shall be final and binding.
- (e) **Safety Precautions For Natural Grass Areas.**
- (1) When, in the opinion of the Fire Chief of the Department serving the Village of Combined Locks, the presence of a natural lawn may constitute a fire or safety hazard due to weather and/or other conditions, the Fire Chief may order the cutting of natural lawns to a safe condition. As a condition of receiving approval of the natural lawn permit, the property owner shall be required to cut the natural lawn within the three (3) days upon receiving written direction from the Fire Chief.
  - (2) Natural lawns shall not be removed through the process of burning unless stated and approved as one of the management and maintenance techniques in the Lawn Management Plan. The Fire Chief shall review all requests to burn natural lawns and shall determine if circumstances are correct and all applicable requirements have been fulfilled to insure public safety. Burning of natural lawns shall be strictly prohibited unless a written permit to burn is issued by the Fire Chief. The Fire Chief shall establish a written list of requirements for considering each request to burn natural lawns, thereby insuring the public safety. In addition, the property owner requesting permission to burn the natural lawn shall produce evidence of property damage and liability insurance identifying the Village as a party insured. A minimum amount of acceptable insurance shall be Three Hundred Thousand Dollars (\$300,000.00).
- (f) **Revocation Of An Approved Natural Lawn Management Plan Permit.** The Village President, upon the recommendation of the Weed Commissioner, shall have the authority

to revoke an approved Natural Lawn Management Plan Permit if the owner fails to maintain the natural lawn or comply with the provisions set forth in this Section. Notice of intent to revoke an approved Natural Lawn Management Plan Permit shall be appealable to the Village Board. All applications for appeal shall be submitted within fifteen (15) calendar days of receipt of the written Notice of Intent to revoke the approved Natural Lawn Management Plan. Failure to file an application for appeal within the fifteen (15) calendar days shall result in the revoking of the Natural Lawn Management Plan Permit. All written applications for appeal filed within the fifteen (15) calendar day requirement shall be reviewed by the Village Board in an open meeting. The decision rendered by the Village Board shall be final and binding.

(g) **Public Nuisance Defined — Abatement After Notice.**

- (1) The growth of a natural lawn as defined in this Section shall be considered a public nuisance unless a Natural Lawn Management Plan has been filed and approved and a permit is issued by the Village as set forth in this Section. Violators shall be served with a notice of public nuisance by certified mail to the last-known mailing address of the property owner.
- (2) If the person so served with a notice of public nuisance violation does not abate the nuisance within ten (10) days, the Enforcement Officer may proceed to abate such nuisance, keeping an account of the expense of the abatement, and such expense shall be charged to and paid by such property owner. Notice of the bill for abatement of the public nuisance shall be mailed to the owner of the premises and shall be payable within ten (10) calendar days from receipt thereof. Within sixty (60) days after such costs and expenses are incurred and remain unpaid, the Village Administrator shall enter those charges onto the tax roll as a special tax as provided by State statute.
- (3) The failure of the Village Administrator to record such claim or to mail such notice or the failure of the owner to receive such notice shall not affect the right to place the Village expense on the tax rolls for unpaid bills for abating the public nuisance as provided for in this Section.

(h) **Penalty.**

- (1) Any person, firm or corporation which does not abate the nuisance within the required time period or who otherwise violates the provisions of this Section shall be subject to the general penalty found in Section 1-1-6.
- (2) In addition to any penalties herein provided, the Village may issue stop work orders upon owners of lots where work is unfinished under a previously issued building permit for any violation of this Section.

**Sec. 8-1-6 Regulation of Length of Lawn and Grasses.**

- (a) **Purpose.** This Section is adopted due to the unique nature of the problems associated with lawns, grasses and noxious weeds being allowed to grow to excessive length in the Village of Combined Locks.



- (b) **Public Nuisance Declared.** The Village Board finds that lawns, grasses and noxious weeds on non-agricultural lots or parcels of land, as classified under the Village Zoning Code, within the Village of Combined Locks which exceed eight (8) inches in length adversely affect the public health and safety of the public in that they tend to emit pollen and other discomforting bits of plants, constitute a fire hazard and a safety hazard in that debris can be hidden in the grass, interferes with the public convenience and adversely affects property values of other land within the Village. For that reason, any non-agricultural lawn, grass or weed on a lot or other parcel of land which exceeds eight (8) inches in length is hereby declared to be a public nuisance, except for property located in a designated floodplain area and/or wetland area or where the lawn, grass or weed is part of a natural lawn approved pursuant to Section 8-1-5 above.
- (c) **Nuisances Prohibited.** No person, firm or corporation shall permit any public nuisance as defined in Subsection (b) above to remain on any premises owned or controlled by him/her within the Village of Combined Locks.
- (d) **Inspection.** The Weed Commissioner or his/her designee shall inspect or cause to be inspected all premises and places within the Village to determine whether any public nuisance as defined in Subsection (b) above exists.
- (e) **Abatement of Nuisance.**
- (1) If the Weed Commissioner shall determine with reasonable certainty that any public nuisance as defined in Subsection (b) above exists, he/she shall immediately cause written notice to be served that the Village proposes to have the lot grass or lawn cut so as to conform with this Section and Section 8-1-5. During the same growing season, there will be no other notice to property owners to abate. If a second complaint is received and substantiated during the same growing season regarding the same parcel of land, the Village will cut the property and bill the owner for time, machinery, and administrative costs. The Village Board has determined that it has zero tolerance regarding this issue — the abatement is the owner's responsibility.
  - (2) The notice shall be delivered at least seventy-two (72) hours prior to the date of the hearing and shall be mailed or served on the owner of the lot or parcel of land or, if he/she is not known and there is a tenant occupying the property, then to the tenant, of the time and place at which the hearing will be held.
- (f) **Due Process Hearing.** If the owner believes that his/her grasses or weeds are not a nuisance, he/she may request a hearing before the Board of Appeals. The request for said hearing must be made in writing to the Village Administrator's office within the seventy-two (72) hours set forth in the Weed Commissioner's notice. Upon application for the hearing, the property owner must deposit a Fifty Dollar (\$50.00) cash bond. If a decision is rendered in the property owner's favor, the Twenty-Five Dollars (\$25.00) will be returned to the property owner. If the property owner fails to appear for the hearing or if the decision is rendered against the property owner, the deposit shall be forfeited and applied to the cost of Village personnel abating the nuisance, if necessary. When a hearing is requested by the owner of the property, a hearing by the Board of Appeals shall be held within five (5) days from the date of the owner's request. The property in question will not be mowed by the Village until such time as the hearing is held by the Board of Appeals. At the hearing, the owner may appear in person or by his/her attorney, may present

witnesses in his/her own behalf and may cross-examine witnesses presented by the Village as well as subpoena witnesses for his/her own case. At the close of the hearing, the Board of Appeals shall make its determination in writing specifying its findings, facts, and conclusions. If the Board of Appeals determines that a public nuisance did exist, the Board of Appeals shall order the Weed Commissioner to mow the property in question unless the property has been mowed by the owner within twenty-four (24) hours of the Board of Appeals' decision. If the owner does not abate the nuisance within the described twenty-four (24) hours, the Weed Commissioner shall cause the same nuisance to be abated and cost in excess of the forfeited fee assessed accordingly.

- (g) **Village's Option To Abate Nuisance.** In any case where the owner, occupant or person in charge of the property shall fail to cut his lawn, grass or weeds as set forth above, then, and in that event, the Village may elect to cut said lawn, grass or weeds as follows:
- (1) The written notice required in Subsection (e) shall inform said person that in the event of his/her failure to abate the nuisance within the prescribed time, the Village shall abate the same and the cost thereof shall be assessed to the property owner as a special charge.
  - (2) The Village shall cut or cause to be cut all grass and weeds from the subject's property and shall charge the expenses of so doing at a rate as established by resolution by the Village Board. The charges shall be set forth in a statement to the Village Administrator who, in turn, shall mail the same to the owner, occupant or person in charge of the subject premises. If said statement is not paid in full within thirty (30) days thereafter, the Village Administrator shall enter the charges in the tax roll as a special tax against said lot or parcel of land, and the same shall be collected in all respects like other taxes upon real estate, or as provided under Sec. 66.615(3)(f), Wisconsin Statutes.

## **Sec. 8-1-7 Compulsory Connection to Village Sewer and Water System.**

- (a) **Conection Notice.** Whenever public sewer or water service has become available to any building used for human habitation or human occupancy, the Village Board shall notify in writing the owner, agent or occupant thereof to connect such facilities thereto. If such persons to whom the notice has been given shall fail to comply for more than ten (10) days after notice, the Village Board shall cause the necessary connections to be made and the expenses thereof to be assessed as a special tax against the property pursuant to Section 144.06 of the Wisconsin Statutes.
- (b) **Compliance Extension.** The Village Board may extend the time for connection hereunder or may grant other temporary relief where strict enforcement would work an unnecessary hardship without corresponding public or private benefit.
- (c) **Statutory Authority.** This Section is enacted pursuant to Section 144.06 of the Wisconsin Statutes.

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**Sec. 8-1-8 Unhealthy, Hazardous or Unsightly Materials on Public or Private Property.**

- (a) **Inspections.** Whenever the Building Inspector, Fire Inspector or other authorized Village official shall, upon inspection of any premises within the Village of Combined Locks find that there is deposited, placed, stored or remaining on said premises any garbage, junk, rubbish, rubble, trash, abandoned, outmoded or non-salable merchandise or parts, accumulation of grease or food wastes in a grease trap or other place or depository which presents a risk of clogging or blocking a sewer system, or any other unhealthy, hazardous or unsightly materials or thing which create a fire or health hazard, or which is detrimental to the appearance, neatness and cleanliness of the immediate neighborhood or the Village of Combined Locks in general, such official shall issue his/her written order to the owner and/or occupant of the premises to remove said garbage, junk, rubbish, rubble or trash, abandoned, outmoded, or non-salable merchandise or parts, accumulation of grease or food wastes in a grease trap or other place or depository which presents a risk of clogging or blocking a sewer system, or other unhealthy, hazardous or unsightly materials or things. Said written order shall provide that such removal shall be accomplished within ten (10) days after service of said order upon the owner or occupant of the premises involved. Such written order, in addition to specifying and describing the material or things to be removed, shall also set forth on the face thereof the provisions of Subsection (b).
- (b) **Appeal.** Any person feeling himself/herself aggrieved by any order of a Village official under this Section may, within ten (10) days from the date of receipt of such order, appeal such order to the Village Board.
- (c) **Exceptions.** Nothing contained in this Section shall be construed to prohibit the depositing of rubbish, rubble, junk, trash, abandoned, outmoded or nonsalable merchandise or parts or unsightly materials or things which are:
- (1) Lawfully sited pursuant to the Village Zoning Code and operated in a manner not constituting a nuisance; or
  - (2) Temporarily deposited due to an emergency; or
  - (3) Materials during construction; or
  - (4) Collected and piled for immediate pickup and disposal by the Village or by private means.
- (d) **Nonconforming Uses.** It shall not be a defense to the provisions of this Section that the owner or occupant of the premises involved has a nonconforming use under the provisions of the Village Zoning Code, but the provisions of this Section shall be complied with notwithstanding that the owner or occupant of any given premises is using or occupying such premises under a valid nonconforming use.

**Sec. 8-1-9 Rodent Control.**

- (a) **Definitions.** The following definitions shall be applicable in this Section:
- (1) **Owner or Manager.** Whenever any person or persons shall be in actual possession of or have charge, care or control of any property within the Village, as executor,

- administrator, trustee, guardian or agent, such person or persons shall be deemed and taken to be the owner or owners of such property within the true intent and meaning of this Section and shall be bound to comply with the provisions of this Section to the same extent as the owner, and notice to any such person of any order or decision of the Building Inspector or his/her designee shall be deemed and taken to be a good and sufficient notice, as if such person or persons were actually the owner or owners of such property, except that whenever an entire premises or building is occupied as a place of business, such as a store, factory, warehouse, rooming house, junk yard, lumber yard or any other business under a single management, the person, firm or corporation in charge of such business shall be considered the owner or manager.
- (2) **A Rodent-Proof Container** shall be a container constructed of concrete or metal, or the container shall be lined with metal or other material that is impervious to rodents, and openings into the container such as doors shall be tight-fitting to prevent the entrance of rodents.
  - (3) **Rodent-Proofing** shall consist of closing openings in building foundations and openings under and around doors, windows, vents and other places which could provide means of entry for rodents, with concrete, sheet iron, hardware cloth or other types of rodent-proofing material approved by the Village.
  - (4) **Rodent Harborage.** Any place where rodents can live and nest without fear of frequent molestation or disturbance.
  - (5) **Hardware Cloth.** Wire screening of such thickness and spacing as to afford reasonable protection against the entrance of rodents.
- (b) **Elimination of Rodent Harborages.** Whenever accumulations of rubbish, boxes, lumber, scrap metal, car bodies or any other materials provide rodent harborage, the person, firm or corporation owning or in control of such materials shall cause the materials to be removed or the materials shall be stored so as to eliminate the rodent harborage. Lumber boxes and similar materials shall be neatly piled. These piles shall be raised at least a foot above the ground. When the owner of the materials cannot be found after a reasonable search, the owner or manager of the premises on which the materials are stored shall be responsible for disposal, or proper piling, of the materials.
  - (c) **Elimination of Rodent-Feeding Places.** No person, firm or corporation shall place, or allow to accumulate, any materials that may serve as a food for rodents in a site accessible to rodents. Any waste material that may serve as food for rodents shall be stored in rodent-proof containers. Feed for birds shall be placed on raised platforms, or such feed shall be placed where it is not accessible to rodents.
  - (d) **Extermination.** Whenever rodent holes, burrows or other evidence of rodent infestation are found on any premises or in any building within the Village, it shall be the duty of the owner or manager of such property to exterminate the rodents or to cause the rodents to be exterminated. Within ten (10) days after extermination, the owner or manager shall cause all of the rodent holes or burrows in the ground to be filled with earth or other suitable material.

- (e) **Rodent-Proofing.** It shall be the duty of the owner or manager of any building in the Village of Combined Locks to make such building reasonably rodent-proof, to replace broken basement windows and, when necessary, to cover the basement window openings with hardware cloth or other suitable material for preventing rodents from entering the building through such window openings.

## **Sec. 8-1-10 Composting Regulations.**

- (a) **Purpose and Intent.** The purpose of this Section is to promote the recycling of yard wastes and certain kitchen wastes through composting and to establish minimum standards for proper compost maintenance.
- (b) **Definitions.** "Composting" shall mean the organic waste produced from the growing, trimming, and removal of grass, branches [not exceeding one (1) inch in diameter] bushes, shrubs, plants, leaves and garden debris. Kitchen waste shall be any uncooked plant matter not contaminated by or containing meat, fish and/or dairy products.
- (c) **Maintenance.** All compost piles shall be maintained using approved composting procedures to comply with the following requirements:
- (1) All compost piles shall be enclosed in a free standing compost bin. Each compost bin shall be no larger in volume than one hundred twenty-five (125) cubic feet, and shall be no taller than forty-two (42) inches.
  - (2) All compost bins shall be so maintained as to prevent the attraction or harborage of rodents and pests. The presence of rodents in or near a compost bin shall be cause for the Village to proceed under Section 8-1-9.
  - (3) All compost bins shall be so maintained as to prevent unpleasant odors.
  - (4) No compost bin shall be allowed to deteriorate to such condition as to be a blighting influence on the surrounding property or neighborhood or Village in general.
  - (5) a. All compost bins shall be located not less than three (3) feet from a property line or principal building or dwelling and three (3) feet from any detached accessory building.  
b. A variance from these setback requirements may be applied for if the property owner(s) can show a hardship exists which prohibits compliance. In addition, any variance application must include a signed written approval of the variance request from the adjacent property owner(s). Variances can be granted by the Building Inspector on an annual basis upon the proper application being submitted by the property owner(s). Screening and/or fencing of compost bins may be required as a condition of a variance being granted.
  - (6) No compost bin shall be located in any yard except a rear yard, as defined in the Village Zoning Code. A compost bin may be located in a side yard as defined in the Village Zoning Code subject to the annual variance procedure contained in Subsections (c)(5)b and must be screened from view to the street.

- (7) Those composting bins which existed prior to the adoption of this Section shall be given one (1) year to comply with the requirements set forth herein.
- (d) **Ingredients.**
- (1) No compost bin shall contain any of the following:
    - a. Lakeweeds;
    - b. Cooked food scraps of any kind or type;
    - c. Fish, meat or other animal products;
    - d. Manures;
    - e. Large items that will impede the composting process.
  - (2) Permitted ingredients in a compost bin shall include the following:
    - a. Yard waste;
    - b. Coffee grounds and used tea leaves;
    - c. Uncooked plant matter not contaminated by or containing meat, fish, and/or dairy products;
    - d. Commercial compost additives.
- (e) **Owner Responsibility.** Every owner or operator shall be responsible for maintaining all property under his or her control in accordance with the requirements of this Section.

### **Sec. 8-1-11 Smoking Prohibited in Certain Areas.**

- (a) **Purpose.** It is recognized that smoking is not only hazardous to the health of those who smoke, but also to the health of non-smokers when in the presence of those who are smoking. Therefore, the purpose of this Section is to protect the public health, comfort, safety and welfare by prohibiting smoking in certain areas.
- (b) **Definitions.** For purposes of this Section, the following words and phrases shall have the meaning given herein unless different meanings are clearly indicated by the context:
- (1) **Business.** A sole proprietorship, partnership, joint venture, corporation or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered, and private clubs.
  - (2) **Concession Area.** A place where food, drink or other refreshments are purchased directly from a concession stand.
  - (3) **Employee.** A person who may be required or directed by any employer, in consideration of direct or indirect gain or profit, to engage in any employment, or to go to work or be at any time in any place of employment.
  - (4) **Employer.** A person, business, partnership, association, or trust, and a firm, corporation, including a municipal corporation, for-profit or non-profit entity, or governmental agency under the Village's authority that has control over a place of employment.

- (5) **Enclosed Area.** All space between a floor and a ceiling that is bound by walls, doors, or windows, whether open or closed, covering more than fifty percent (50%) of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent. A 0.011 gauge screen with an eighteen (18) by sixteen (16) mesh count is not a wall for purposes of this Section.
- (6) **Health Care Facility.** An office or institution providing care or treatment of diseases, whether physical, mental or emotional, or other medical, physiological, psychological conditions, including but not limited to hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, or other similar types of places.
- (7) **Place of Employment.** Any area under the control of an employer including, but not limited to, work areas, private offices, elevators, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, stairways, a lobby, and vehicles. A private residence shall not be considered a place of employment unless it is used as a child care, adult daycare or health care facility.
- (8) **Private Residence.** Premises owned, rented or leased for temporary or permanent habitation, including lobbies, hallways and other common areas in any apartment building, condominium, retirement facility, nursing home or other multiple-unit residential facility.
- (9) **Public Place.** Any area into which the public is invited or permitted, regardless of whether a fee is charged, including elevators, reception areas, waiting rooms, cafeterias, restrooms, lobbies, hallways and other common areas in any retail building, mixed-use commercial building, apartment building, condominium, retirement facility, nursing home or other multiple-unit residential facility. A private residence located within a mixed-use commercial building is not a public place unless it is used as a child care, adult day care or health care facility.
- (10) **Service Line.** An indoor or outdoor line in which one (1) or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money, including but not limited to ATM lines, concert lines or waiting for public transportation. The term "service line" does not include lines in which people wait in their vehicle such as a drive-through or car wash line.
- (11) **Smoking.** Inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or other lighted tobacco product in any manner or in any form.
- (12) **Tavern.** Any establishment licensed pursuant to Chapter 125, Wis. Stats., with a full service bar in which fermented malt beverages and/or intoxicating liquors are sold for consumption on said premises and whose sale of alcohol beverages accounts for fifty percent (50%) or more of the establishment's gross receipts for meals and beverages, including alcohol beverages for the establishment's most recent license year. This Section shall also include but not be limited to bars, nightclubs, cocktail lounges, and cabarets.

(c) **Prohibition on Smoking.**

(1) **Public Places.** Smoking is prohibited in any enclosed area of a public place, service lines or designated Village property. Nothing in this Section shall be interpreted as a limitation on the right of a property owner to prohibit smoking in any area where smoking is not permitted by this Section.

(2) **Place of Employment.** It shall be unlawful for any person to smoke cigarettes or tobacco products in any enclosed area of a place of employment.

(3) **Prohibited Areas.**

a. Smoking is prohibited in the following places:

1. Concession areas of restaurants;
2. Service lines;
3. Bus shelters;
4. Theaters;
5. Day care centers;
6. Educational facilities;
7. Restaurants;
8. Taverns;
9. Private clubs;
10. Retail establishments;
11. Common areas of multiple unit residential properties;
12. Lodging establishments;
13. Inpatient health care facilities;
14. Government buildings;
15. Outdoor seating areas such as stadiums, bleachers or outdoor auditoriums for spectator sports events; and
16. Outdoor theaters, amphitheaters, public conveyances (mass transit vehicles and school buses), pavilions, gymnasiums, swimming pools, skating rinks, bowling center, or similar areas used by spectators at other public events.

b. Smoking is prohibited in all enclosed places other than those listed, which are places of employment or public places.

(4) **Village Parks.** Smoking is prohibited in any enclosed area in Village parks.

(5) **Paraphernalia Prohibited.** Ashtrays, matches, and other smoking paraphernalia shall not be located in areas where smoking is prohibited.

(d) **Exceptions.** The following areas shall not be subject to the smoking restrictions of this Section:

(1) **Private Residences Exception.** Private residences are exempt from this Section unless they are used as a child care facility, adult care facility, or health care facility.

(2) **Certain Assisted Living Units Exception.**

a. A room used by only one (1) person in an assisted living facility as his or her residence.



- b. A room in an assisted living facility in which two (2) or more persons reside if every person who lives in that room smokes and each of those persons has made a written request to the person in charge of the assisted living facility to be placed in a room where smoking is allowed.
- (e) **Posting of Signs.**
- (1) **Conspicuous Signage Requirement.** Every public place, place of employment, or any other area where smoking is prohibited by this Section shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited. Every vehicle that constitutes a place of employment shall post a conspicuous sign likely to be seen by any occupant clearly stating that smoking is prohibited. Use of the international "No Smoking" symbol, a pictorial representation of a burning cigarette in a red circle with a red bar across the cigarette, shall be construed as a clear statement that smoking is prohibited.
  - (2) **Affirmative Duty.** The posting of signs is an affirmative duty upon the owner or operator of a public place, but failure of the owner or operator of a public place to post such signs shall not be a defense to prosecution of a violation of this Section. All such signs shall reference this Section of the Village of Combined Locks Code of Ordinances.
  - (3) **Signage Standards.** Each sign and the language contained therein shall be clearly visible from a distance of at least ten (10) feet. A sign approved by the Police Department shall not be smaller than 8 1/2" x 1 1/2", except that signs in specified outdoor areas may be reduced in size and be displayed on fencing in sports activity areas. Every vehicle that constitutes a place of employment under this Section shall have at least one (1) sign, visible from the exterior of the vehicle, clearly stating that smoking is prohibited.
  - (4) **Unlawful Defacing.** It shall be unlawful for any person to remove, deface, or destroy any sign required by this Section, or to smoke any place where any such sign is posted.
- (f) **Enforcement.**
- (1) **Compliance Authority.** The Police Department, Village Zoning Administrator or their designee(s) shall have the power, under law, to enter upon the premises named in this Section to ascertain whether the premises are in compliance with this Section.
  - (2) **Responsibility of Proprietor or Manager.** The proprietor, employer or other person in charge of premises regulated hereunder, upon either observing or being advised of a violation, shall make reasonable efforts to prevent smoking in prohibited areas by approaching smokers who fail to voluntarily comply with this Section and requesting that they extinguish their cigarette or tobacco product and refrain from smoking. If the person refused to comply, the proprietor, employer or other person in charge may ask the person to leave the premises, and to contact the Police Department if the person does not leave after being requested to do so.

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- (3) **Complaints.** Any person who desires to register a complaint under this Section may contact the Police Department.
- (4) **Penalties.** Any person who violates, or knowingly allows or permits any violation of any provision of this Section, shall be subject to a forfeiture of not less than One Hundred Dollars (\$100.00) and not more than Two Hundred and Fifty Dollars (\$250.00) per violation. However, anyone who violates the "person in charge" provisions shall receive a warning notice to be issued for the first violation. A separate offense and violation shall be deemed committed on each day on which a violation occurs or continues.
- (g) **Other Applicable Laws and Regulations.** This Section shall not be interpreted or construed to permit smoking where it is otherwise restricted by other law or regulation.

**Sec. 8-1-12 Use of Tobacco on School Premises.**

- (a) **Purpose.** It is recognized that the use of any tobacco-related product is hazardous to an individual's health and may affect the health of non-tobacco users when in the presence of tobacco users. This Section is adopted for the purpose of protecting the public health, safety, comfort and general welfare of residents and nonresidents of the Village of Combined Locks, and further recognizes the rights of non-tobacco users.
- (b) **Use Prohibitions.** The use of all tobacco products on premises owned, leased or rented by, or under the control of, any public school board is prohibited where any school premises are located within the municipal boundaries of the Village of Combined Locks.

## Chapter 2

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# Pollution Abatement

- 8-2-1** Cleanup of Spilled or Accidentally Discharged Wastes
- 8-2-2** Storage of Polluting Substances

### **Sec. 8-2-1 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, 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 lakes 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 adequately be cleaned up by the responsible party or parties shall be immediately reported to the Village Administrator so that assistance can be given by the proper agency.
- (c) **Financial Liability.** The party or parties responsible for the release, escape or discharge of wastes shall be held financially liable for the cost of any cleanup or attempted cleanup deemed necessary or desirable and undertaken by the Village, or its designated agent, in an effort to minimize the pollutional effects of the discharged waste.

### **Sec. 8-2-2 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 Combined Locks.



## Chapter 3

# Refuse Collection and Recycling

<b>8-3-1</b>	Definitions
<b>8-3-2</b>	Collection Schedules
<b>8-3-3</b>	Recycling Program and Recycling Containers
<b>8-3-4</b>	Garbage and Refuse Containers
<b>8-3-5</b>	Preparation for Collection
<b>8-3-6</b>	Move-In and Move-Out Regulations
<b>8-3-7</b>	Duty of Residents
<b>8-3-8</b>	Non-Resident Prohibition
<b>8-3-9</b>	Proper Placement and Storage Required
<b>8-3-10</b>	Salvaging Prohibited
<b>8-3-11</b>	Rules and Regulations

### Sec. 8-3-1 Definitions.

The following definitions shall be applicable in this Chapter:

- (a) **Garbage.** The discarded material resulting from handling, processing, storage and consumption of food.
- (b) **Refuse.** Combustible and noncombustible material including, but not limited to, trash, rubbish, non-recyclable plastic, rubber, cloth and ashes.
- (c) **Rubbish.** All bulky items such as box springs, mattresses, large furniture, carpeting, (rolled and tied), stoves, refrigerators, washers, dryers, hot water tanks, etc., but excluding all building and demolition materials to include: siding, roofing, plaster, ceiling tiles, dirt, concrete, windows, doors, etc.
- (d) **Solid Waste.** Garbage, refuse and all other discarded or salvageable material, but does not include solid or dissolved material in waste water effluents or other common pollutants.
- (e) **Yard Waste.** Leaves, grass clippings, garden debris, and brush no longer than twelve (12) inches in length [including vegetative material no greater than six (6) inches in diameter]. Yard waste does not include stumps, roots or shrubs with intact root balls.

**Sec. 8-3-2 Collection Schedules.**

(a) **Schedule.**

Monday	No collection
Tuesday	West side of Village, businesses
Wednesday	Brush collection March through November, as necessary after Christmas holidays
Thursday	East side of Village, businesses
2nd Friday	Large rubbish

(or as deemed necessary by the Director of Public Works)

- (b) **Residential Refuse.** Residential refuse shall be collected once a week from one (1) family and multi-family dwelling units according to schedules established by the Director of Public Works.
- (c) **Commercial Refuse.** Commercial refuse shall be collected at commercial establishments by request of the business owner only and will incur the annual refuse charge at the effective rate each year.
- (d) **Industrial Refuse.** The Village of Combined Locks does not collect the solid waste resulting from the end product of manufacturing or large wholesale operation.
- (e) **Rubbish.** Rubbish shall be collected on the second Friday of the month and at the discretion of the Director of Public Works. Rubbish must be on the terrace by 6:30 a.m. on the designated Fridays. A fee, equal to the charge imposed by Outagamie County for the disposal of appliances, is to be paid to the Village prior to collection of said items. Failure to make payment for the disposal of appliances is a violation of this Chapter.
- (f) **Brush.**
  - (1) The Village of Combined Locks provides curbside brush collection service during the months of March through October; and for the collection of Christmas Trees immediately following the holiday season. Brush that is two (2) to four (4) feet in length must be placed at curbside in bundles that are no larger than two (2) feet in diameter and secured with twine or string.
  - (2) Larger brush material must be piled in a manner so that all cut ends are facing the street.
  - (3) Curbside brush collection service does not include the following:
    - a. Collecting materials that have been cleared or removed from vacant land; and
    - b. Collecting materials that have been cut by a commercial tree service.
- (g) **Yard Waste.** It is unlawful to dispose of yard waste with domestic, commercial, and industrial garbage or refuse. Yard waste is to be placed at a community collection point

designated by the Village of Combined Locks. It shall be unlawful for domestic, commercial, and industrial garbage or refuse to be deposited at the collection point set aside for yard waste materials. It shall be unlawful for authorized users to deposit brush that is longer than two (2) feet in length or one (1) inch in diameter at the designated yard waste site. Violations of this Section are subject to penalty provisions as outlined in Section 1-1-6.

- (h) **Use of Yard Waste Site for Residents Only.** The Yard Waste Site is intended to be a deposit site for residential yard waste generated and collected by residential property owners within the Village. Commercial carriers and/or third parties receiving compensation for yard services are prohibited from using said site. A Resident Yard Waste Permit is required to access the Yard Waste Site. Violations of this Section are subject to the penalty provisions in Section 1-1-6.
- (i) **Yard Waste Drop Off Site Hours of Operation.**
  - (1) The Village of Combined Locks has established a designated yard waste drop-off site on the west side of Park Street across from the municipal garage located at 300 Park Street. Hours of operation yard waste drop off site are as follows:
    - a. April 1st through October 31st: Daily to include weekends  
7:00 a.m. to 7:00 p.m.
  - (2) Hours of operation can be modified at the discretion of the Director of Public Works because of weather-related events.
- (j) **Waste Oil Drop Off Site.** The Village maintains a waste oil drop-off site on the west side of Park Street across from the municipal garage located at 300 Park Street.

### **Sec. 8-3-3 Recycling Program and Recycling Containers.**

- (a) **Curbside Recycling.** Curbside recycling of paper, glass, plastic and metal products is provided under the authority of Outagamie County. The Village of Combined Locks utilizes a tip-to-dump recyclable material collection system.
- (b) **Village-Provided Container.** The Village of Combined Locks will provide one (1) blue sixty-five (65) gallon or, if requested, a ninety-six (96) gallon recycling container to each residential property to be used as the only container for recyclable material collection. The Village of Combined Locks retains ownership of all required recycling containers that it distributes to properties, and, as such, the containers are to remain with the property.
- (c) **Container Placement.** Containers are to be placed at curbside, or at the driveway apron, so as to be easily accessible to the recyclable material collection truck. Arrows on the lid of the container are to point to the street.
- (d) **Time for Placement of Refuse Containers.** Recyclable material containers must be placed for collection by 6:30 a.m. on the day of collection, but not before 12:00 p.m. of the day preceding the regularly scheduled collection.

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- (e) **Prohibited Containers.** Outagamie County's curbside recycling contractor will not collect recyclable material in any container other than containers that are provided by the Village for use in the tip-to-dump recyclable material collection system.
- (f) **Recyclable Materials in Containers Only.** Outagamie County's curbside recycling contractor will only collect recyclable material that is contained within the recyclable material container provided to the property. Outagamie County's curbside recycling contractor will only collect one (1) container per household.
- (g) **Vehicles Blocking Recyclable Material.** Vehicles must be parked so as not to hinder locating or collecting the recyclable material containers placed at curbside.

**Sec. 8-3-4 Garbage and Refuse Containers.**

- (a) **Designated Collection System.** The Village of Combined Locks utilizes a tip-to-dumpster refuse collection system.
- (b) **Container Provided by Village.** The Village of Combined Locks will provide one (1) sixty (60) gallon refuse container to each residential property to be used as the only container for garbage and refuse disposal. The Village of Combined Locks retains ownership of all required refuse containers that it distributes to properties, and as such the containers are to remain with the property.
- (c) **Criteria for Second Container.** The Village will provide a second sixty (60) gallon container to a residential property, upon request, under the following conditions:
  - (1) The property owner is required to pay for the cost of the container.
  - (2) The property owner is required to pay an annual fee on One Hundred Twenty-Five Dollars (\$125.00) to offset the cost of landfill tipping fees.
- (d) **Commercial Property Container.** The Village of Combined Locks will provide ninety (90) gallon refuse containers to each commercial property in existence prior to January 1, 2006. The ninety (90) gallon refuse containers are to be used as the only container for garbage and refuse disposal. The Village of Combined Locks retains ownership of all required refuse containers that it distributes to commercial properties, and as such the containers are to remain with the property.

**Sec. 8-3-5 Preparation For Collection.**

- (a) **Containers.** Containers are to be placed at curbside, or at the driveway apron so as to be easily accessible to the refuse collection truck. Arrows on the lid of the container are to point to the street.
- (b) **Ashes.** Ashes are not to be placed in the refuse container until thoroughly cooled. A refuse container, damaged by hot ashes, will be replaced at the expense of the property owner.



- (c) **Hazardous Waste.** Toxic or hazardous waste is prohibited.
- (d) **Time for Placement of Refuse Containers.** Refuse containers must be placed for collection by 7:00 a.m. on the day of collection, but not before 12:00 p.m. of the day preceding the regularly scheduled collection [nineteen (19) hours].
- (e) **Prohibited Containers.** The Village of Combined Locks will not collect garbage or refuse in any container other than containers that are provided by the Village for use in the tip-to-dump refuse collection system.
- (f) **Garbage and Refuse in Containers Only.** The Village of Combined Locks will only collect garbage or refuse that is contained within the refuse container(s) provided to the property.
- (g) **Vehicles Blocking Refuse.** Vehicles must be parked so as not to hinder locating or collecting the refuse containers placed as curbside.
- (h) **Property Damage.** The Village of Combined Locks will not be liable to any property where sanitation crews collect refuse from other than curbside.
- (i) **Access.** Commercial establishments must provide access to collection sites. Those sites blocked by vehicles or other obstructions will not be collected.
- (j) **Demolition Material Prohibition.** The Village of Combined Locks does not collect building and/or demolition materials to include: siding, roofing, plaster, ceiling tiles, concrete, dirt, windows, doors, etc.
- (k) **Dumpster Prohibition.** The Village of Combined Locks does not collect garbage, refuse or trash that is contained within a mechanical dumpster.
- (l) **Oil.** Oil may not be included with household refuse, but must be disposed of at a designated recycling station located near the Village Garage, 300 Park Street.
- (m) **Winter Collection.** During the winter months, containers must be placed at ground level next to the curb or in the driveway apron area. Citizens shall not put refuse containers on top of snow piles.
- (n) **Construction Waste.** The Village of Combined Locks will not collect construction waste.
- (o) **Scrap Tires.** Effective April 1, 1990, the Village no longer disposes of scrap tires. Disposal of scrap tires at a site not designated for such purposes is considered littering. Any person violating this Section of this Code of Ordinances shall be fined not less than Two Hundred Dollars (\$200.00) per offense.

### **Sec. 8-3-6 Move-In and Move-Out Regulations.**

- (a) **Prohibited Container Use.** Any excess debris from moving-in to a property or moving-out of a property which cannot be placed in the sixty (60) gallon container must be brought to the landfill by the property owner or renter, and disposed of at the landfill at their expense.
- (b) **Excess Materials Cost.** Any excess material that has not been collected by the Village of Combined Locks will be billed to the property owner at a rate of One Hundred Dollars (\$100.00) per hour, with a one (1) hour minimum.

**Sec. 8-3-7 Duty of Residents.**

Every resident of the Village of Combined Locks shall clean up all ashes, rubbish and garbage which may be in, or upon the premises owned and occupied by him/her, and shall store the same in containers as provided above. If the owner or occupant fails to do so, the same shall be done by the Village under the direction of the Health Officer or Director of Public Works and the expense thereof charged against the premises and becomes a lien against the same and be included as a special assessment against the property.

**Sec. 8-3-8 Non-Resident Prohibition.**

Non-residents are prohibited from depositing refuse, rubbish, solid waste, liquid waste, yard waste, or recyclable materials anywhere within the corporate limits of the Village of Combined Locks.

**Sec. 8-3-9 Proper Placement and Storage Required.**

No person shall deposit, throw, place or leave any garbage, rubbish, dead animal, refuse or other matter decaying or offensive to health, sight or comfort, on or within any private property or premises whether owned, kept, or controlled by such person or not, except and unless placed in cans or containers as provided herein.

**Sec. 8-3-10 Salvaging Prohibited.**

No person, other than authorized Village of Combined Locks employees, shall go through, sort or take anything from rubbish, waste material or recyclable materials that have been set out for the purpose of being collected.

**Sec. 8-3-11 Rules and Regulations.**

The Director of Public Works is authorized to establish and enforce such rules and regulations deemed necessary for refuse collection and storage.

## Chapter 4

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# Ambulance Service Regulations

- 8-4-1 Standards
- 8-4-2 Definitions

### Sec. 8-4-1 Standards.

- (a) No ambulance service provider shall transport any sick, disabled or injured persons by ambulance to or from facilities or institutions providing health services unless at least one (1) licensed ambulance attendant who is also a licensed emergency medical technician shall accompany said ambulance.
- (b) No ambulance service provider shall transfer sick, disabled or injured persons by ambulance to or from facilities or institutions providing health services unless at least two (2) licensed ambulance attendants who are also licensed emergency medical technicians accompany said ambulance.
- (c) All ambulances are required to notify the Combined Locks Police Department by radio or otherwise whenever said ambulance is responding to an emergency call within the boundaries of the Village of Combined Locks for the purpose of transporting sick, disabled or injured persons to or from facilities or institutions providing health services.

### Sec. 8-4-2 Definitions.

The following definitions shall be applicable in this Chapter:

- (a) **Ambulance.** An emergency vehicle, including any motor vehicle, boat or aircraft, whether privately or publicly owned, which is designed, constructed or equipped to transport patients.
- (b) **Ambulance Service Provider.** A person engaged in the business of transporting sick, disabled or injured persons by ambulance to or from facilities or institutions providing health services.
- (c) **Ambulance Attendant.** A person who is responsible for the administration of emergency care procedures, proper handling and transporting of the sick, disabled or injured persons, including but not limited to, ambulance attendants and ambulance drivers.

