

CHAPTER 16
GARBAGE AND REFUSE

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Article I. In General

Sec. 16-1. Definitions

For the purposes of this article the following words shall have the meanings given herein.

1. Ashes are the residue from burning wood, coal, coke or other combustible materials.
2. Garbage is putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.
3. Refuse is all putrescible and non-putrescible solid wastes (except body wastes) including garbage rubbish ashes, street cleaning, dead animals, abandoned automobiles and sold market and industrial wastes.
4. Rubbish is non-putrescible solid wastes (excluding ashes) consisting of both combustible and non-combustible wastes, such as paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, and similar materials.

Sec. 16-2. Accumulation of Refuse Prohibited

No person shall permit or suffer accumulate in or about any yard lot, place or premises; or upon any street or sidewalk, adjacent to or abutting upon any lot block or place, or premises owned and occupied by him, or for which he may be agent, within the city limits any and all refuse, nor suffer such yard, lot, place or premises to be or remain such condition.

Sec. 16-3. Containers

All garbage and rubbish shall, by the person upon whose premises the same shall have been produced or accumulated, be placed in water tight galvanized metal containers or plastic containers with capacity not to exceed 32 gallons or in garbage bags or suitable dumpsters, and shall be protected against the access of flies and rodents. Garbage as defined in 16-1 will not be collected or picked up unless it is in suitable garbage bags.

Tree trucks, cold ashes, and old building materials, including appliances need not be collected or picked up on the regular collection and pickup days, but will be picked up within a reasonable period of time.

Sec. 16-4. City Collection

Garbage collection and pickup shall be in the following manner:

- A. In areas or blocks where there are no established alleyways.
 - (1) In residential areas from the street curbing.
 - (2) In established business areas from the street curbing.
- B. In areas or blocks having an established alleyway;
 - (1) In residential areas from the alley.
 - (2) In established business areas from the alley.
- C. In the event that an alleyway becomes blocked for vehicle traffic by snow, debris or other obstacles, collection and pickup within such block or area shall be from the

street curb until such time that the city has cleared the alley of all obstructions. The frequency of the pickups shall be determined by resolution of the City Council.

Sec. 16-5. Burying Garbage Prohibited

No garbage of any description whatever shall be buried or burned upon any premises within the city.

Article II. City Garbage and Disposal System

Sec. 16-6. Operation as Public Utility: Use Required of Property Owners

The city garbage disposal system shall be operated as a public utility of a city.

It shall be the duty of all person owning or occupying real estate within the city to use and patronize the municipal garbage disposal system exclusive of any other method or manner of disposal of garbage as defined by law, the provisions of this Code and the other ordinances of this Code and other ordinances of the city with reference to disposal of garbage, and to pay to the city the service costs, fees and charges established in connection therewith; and all garbage within the city is hereby required to be disposed of in full compliance with the provisions of this article.

Sec. 16-7. Rates and Charges

The rates and charges for services of the garbage service shall from time to time be established by resolution of the city council.

Sec. 16-8. Fees- Payment- Collection

In all places where water service is provided, the monthly charge set forth in the preceding section shall be added to and collected as a part of the water bill and collected by the water departments but shall be separately stated on the bill, garbage and rubbish collection bills shall be due and payable to the city by the twentieth day of each month. If not paid by the twentieth day of each month there shall be added thereto a penalty of one and one-half. If such charge is delinquent at the end of two months the water service to such premises shall be shut off the water department as in the same manner as is now provided for in the case of delinquency of payment of water bills and such service shall not be restored without the payment of the penalties now provided for the garbage and rubbish charge so established is not paid when due, such sum may be recovered by the city, in an action at law against the owner or occupant, property or both so served.

The proceeds from the collection of the fees and charges shall be placed in the sanitation fund and all of the expense in the city in the purchase and maintenance of equipment and in the collection and disposal of garbage and rubbish shall be paid out of the sanitation fund.

Sec. 16-9. Supervision

The collection, removal, and disposal of garbage and rubbish under the provisions of this article shall be under the supervision direction and control of the commissioner of streets and improvements with the assistance of the city health officer. The commissioner of streets and improvements shall appoint such employees as shall be necessary to carry out the purposes of this article, which appointments shall be subject to the approval of the governing body.

Sec. 16-10. Rules and Regulations

The health officer of the city shall prescribe and publish such reasonable rules and regulations in connection with the preparation, handling and disposition of garbage and rubbish as may be necessary to regulate, enforce, and carry out the provisions of this chapter. He may direct that the city garbage and rubbish collection crews or contracted crews shall not collect garbage and rubbish from any premises where such rules and regulations are not complied with and the failure to collect the same shall not relieve the owner or occupant of the premises from the payment of fees nor from the enforcement of the penalties of this code.

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Sec. 16-11. Disposal of Garbage and Rubbish on Sanitary Landfill Required

It shall be unlawful for any person to haul or remove any garbage or rubbish or other waste material from any place within the city to any other place than to the city sanitary landfill or available transfer station by the contracted garbage hauler.

Sec. 16-12. Disposal of Refuse Not Collected or Contracted by the City

All other wastes as defined, and not included under garbage, rubbish and ashes may be disposed of by the person creating such waste, by hauling such waste for disposal to such points as are designated or approved by the city health officer or such person may arrange with some person not to collect or haul such wastes to such points as are designated by the city health officer.

Sec. 16-13. Contract to Haul Garbage from Commercial Establishments Required

No persons shall haul garbage from residences within the city other than his own or from commercial establishments within the city not owned obtaining a contract with the City of Carrington. Application of such contract shall be made at the time of bidding with the City

Council. Such person bidding must meet requirements of the specifications of the bid among the following:

- (1) The contractor shall satisfy all conditions and requirements of state regulatory agencies to qualify for collecting and hauling garbage, refuse and other disposable materials, and dispose of the same at a landfill or other suitable facility to be furnished and provided by the contractor.
- (2) The contractor agrees to comply with all requirements of the North Dakota Workmen's Compensation Act in order to provide insurance coverage at its expense for all persons in his employ during the term of this agreement, and to furnish the City of Carrington with a copy of notice of insurance under the Workmen's Compensation Act.
- (3) The contractor agrees to furnish liability and property damage insurance coverage at his expense, for an amount not less than \$250,000 to \$500,000 bodily injury liability and \$100,000 property damage and to furnish to the City of Carrington copies of the policies of such insurance and further agrees to indemnify, protect and hold the City of Carrington harmless and free of any liability from any liability claim for personal injury and/or property damage, whatsoever which may occur or arise from any act, or omission of carelessness or negligence on the part of himself, his agent, employees or representative, or which may be due to defective, careless, negligent or improper use and /or operation of equipment, or due to, or arising from any act of performance or nonperformance of the agreement.
- (4) The contractor covenants and agrees to do and perform work and services to be done and rendered in a good and acceptable workmen like manner, with reasonable and prudent care of protection of the interests of the city, and the property of patrons to be served, and to comply with all laws regulations and ordinances of the city, state and federal government.

Sec. 16-14. Same- Only One to be Issued

There shall be not more than one collection contract issued for the collection of garbage and refuse from the commercial establishment within the city.

Sec. 16-15. Same- Revocation; Assignability

The contract shall be in force and effect for a period of time set in the contract provided, however:

- (1) That if the city at any time within the term of the contract receives a petition signed by more than 30 percent (30%) of the patrons who are subject to garbage collection and pickup services and charges expressing dissatisfaction with the manner in performance of the terms of the agreement, and setting forth wherein and whereby the contractor has failed to render services in a careful, prudent good workmen like and reasonable manner, then the city may terminate the contract upon thirty (30) days' notice in writing without further liability hereunder except payment of monthly fees owing the contractor to the date of termination.

- (2) Parties shall annually renegotiate the fee provided herein, except that the fees shall not be subject to negotiation either up or down in excess of the United States Official Consumer Price Index as last published by the United States Government.
- (3) Provided, further, that if the contractor shall default and fail to perform the terms and conditions of the contract on his part to be performed that the city may terminate the contract upon thirty (30) days' notice in writing to the date of termination.

Sec. 16-16. Same- City Council to Determine Rate of Charge of Collections

The city council shall have the right to determine the rate of charge for garbage collections made by the contractor pursuant to this article.

Sec. 16-17. Same- Premises Serviced by the City Expected

A contract issued pursuant to this article shall not grant to the contractor the right to remove and haul garbage and refuse from any place being serviced by the City.

Sec. 16-18. Same- Fiscal Reports of Contractor

The person contracted by this article upon demand of the city council for the purpose of readjustment of rates or fees to be charged, license fees to be paid or adding to or discontinuing services, shall furnish an accurate and complete report of all his fiscal operations and shall continue and yearly file with the city council and complete report of all his fiscal operation, including a complete schedule of charges made, certified to as correct by a certified public accountant or other person paid for by the grantee but approved by the city council.

Sec. 16-19. Same-Owner of Commercial Establishment May Haul Own Garbage; Regulations Applicable to Same

Nothing in this article shall prevent any person from hauling the garbage originating upon a commercial establishment of his own; provided that such garbage is transported in a covered vehicle or container. A covered vehicle or container shall be construed as meaning that such vehicle or container shall be covered with a canvas or tarpaulin secured tightly to eliminate positively any material falling from such vehicle or container while in transit.

Sec. 16-20. Landfill or Other Acceptable Facility Shall Be Provided

The contractor shall also provide land fill, dump site, or other acceptable facilities of which the hours and days will be specified in the contract.

Sec. 16-21. City Prepares Statements for Collection; Fee Retained

The city will submit statements to all accounts for collection and provide records keeping services and collect all charges in such a manner as the city deems proper; and for said services the city shall receive a certain percentage of the amount collected. The city may add a city

charge to all accounts with its other utility collection, but the contractor shall not receive any portion thereof.

The city shall remit the amount to the contractor monthly within fifteen days after each monthly meeting of the City Council.

Sec. 16-22. Contractor to Furnish Vehicles and Operators For Cleanup Days

The contractor shall furnish garbage disposal vehicles with operator to pickup, collect, and dispose of garbage and refuse gathered in the city on cleanup days and special events designated by the city from parks, libraries, and garbage containers furnished by the city and located along the streets in the business districts. The contractor may sell or lease dumpsters to any interested resident or patron of the city and to furnish proper facilities to dispose of the same.

The contractor shall be responsible for the proper disposition and burial of disposable material, such as appliances, tree trunks, and other similar disposable material delivered to the landfill or dump site as provided by the contractor.

Sec. 16-23. Load Restrictions

The contractor shall comply with all city and state load restrictions.

Sec. 16-24. Bid Specifications

The contractor shall also be responsible for all provisions of the bid specifications which fail to be mentioned in this chapter.