

ORDINANCE NO. 2006-12-277

AN ORDINANCE PROVIDING FOR THE CITY WIDE COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE IN THE CITY OF TONTITOWN, ARKANSAS, DECLARING AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, state law requires that cities must provide for solid waste management; and

WHEREAS, the City Council has determined that it would be in the best interest of the City of Tontitown, Arkansas, to provide for city wide solid waste collection and disposal for residential customers; and

WHEREAS, the City Council has entered into a contract to provide for the city wide collection and disposal of residential solid waste with a single contractor;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TONTITOWN, ARKANSAS, AS FOLLOWS:

Sec. 102-1. Definitions.

"Beginning January 1, 2007," the following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- 2.01 Bags: Plastic sacks, designed to store refuse, not to exceed 33 gallons in size, with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed fifty (50) pounds.
- 2.02.1 Bin (Multi-Family Residential): Metal receptacle designed to be lifted and emptied mechanically.
- 2.03 Bin (Residential Recycling): See Recycling Container.
- 2.04 Brush: Plants or grass clippings, leaves or tree trimmings.
- 2.05 Bulky Wastes: Household items other than white goods and construction and demolition material.
- 2.06 Bundle: Tree, shrub and brush trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight.
- 2.07 City: The City of Tontitown

- 2.08 Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit
- 2.09 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.
- 2.10 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.
- 2.11 Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.
- 2.12 Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- 2.13 Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base. Waste material must be placed in properly tied plastic bags.
- 2.14 Contract Documents: The Request for Proposals, Instruction to Contractors, Contractors Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.
- 2.15 Contractor: Such private firm designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.
- 2.16 Customer: An occupant of a Residential Unit who generates Refuse.
- 2.17 Dead animals: Animals or portions that have expired from any cause except those slaughtered or killed for human use. Dead animals are classified as unacceptable waste by the Arkansas Department of Pollution Control and Ecology and shall not be disposed of in a landfill.
- 2.18 Disposal site: See Landfill (Sanitary).
- 2.19 Garbage: All accumulation of waste (animal, vegetable and/or other matter/ that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter) (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract

flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

- 2.20 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated there under or applicable state law concerning the regulation of hazardous or toxic wastes.
- 2.21 Landfill (Sanitary): Tontitown Landfill an Arkansas Class I landfill, or any other alternate, duly permitted sanitary landfill approved for use by the Tontitown City Council.
- 2.22 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 2.23 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, aluminum cans and metal (tin) cans. Acceptable recyclable materials may be added or deleted, based on market conditions, upon notice to the City.
- 2.24 Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with minimum capacity of 18 gallons.
- 2.25 Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 2.26 Residential Garbage: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 2.27 Residential Unit: A dwelling, or multi-family structure within the corporate limits of the City occupied by a person or group of persons. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium or apartment dwelling, whether of single or multi-level construction, shall be treated as a Residential Unit. Each single-family dwelling within any such Residential Unit shall be billed separately. Each complex consisting of 5 or more units shall utilize bins and be serviced once a week.

- 2.28 Rubbish: Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used or scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).
- 2.31 Special Waste: Waste, from a non-residential source, meeting any of the following descriptions: (a) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (b) waste transported in bulk tanker, (c) liquid waste, (d) sludge waste, (e) waste from an industrial process, (f) waste from a pollution control process, and (g) residue and debris from the cleanup of a spill or release of chemical, or (h) any other waste defined by Arkansas law, rule or regulation as "Special Waste", including the Waste set forth on Exhibit "B" attached hereto and incorporated herein.
- 2.29 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material, produced by Residential Units including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.
- 2.30 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 2.31 Unusual accumulated: (a) For residences, each regular collection more-than four (4) containers of garbage, or the equivalent; (b) large, heavy, or bulky objects such as furniture or appliances; and (c) materials judged to be hazardous such as oil, acid, or caustic materials.
- 2.32 Yard Waste: Leaves, grass clippings and tree and hedge trimmings generated by the homeowner. These items must be bagged or bundled. Bundles cannot exceed four (4) feet in length, or six (6) inches in diameter, or fifty (50) pounds in weight.
- 2.33.1 Yellow Bag Program: A program offered to senior citizens, age 65 or greater, where instead of a base rate a senior citizen would purchase yellow bags for trash disposal. These bags may be purchased in quantities of not less than five (5) at the Tontitown Water and Sewer Office.

Sec. 102-2. Authorized collectors.

All residents shall use the residential contract service that has been awarded by the city. Commercial and Industrial customers shall contract with a licensed private collector for industrial and commercial collection who meets all city requirements. Residents shall not negotiate solid waste services other than those arranged by the city and shall not opt to assume the responsibility of disposal for themselves.

- (1) Residential; franchise; fee. The city grants to the private solid waste contractor the exclusive right and obligation to provide solid waste collection services for residential and business establishments within the city boundaries, present and future. The terms of such exclusive franchise shall be in accordance with the provisions of such sanitation contract between the private solid waste contractor and the city. No other person or entity except such contractor shall be permitted to convey or transport residential within the city. The City shall bill each residential customer a franchise fee, as established by the City, on a monthly basis.
- (2) Commercial/industrial contracts requirements; license fee. Private collectors may execute agreements for the collection of solid waste from any commercial/industrial unit in the city. Any such private collector must meet city qualifications, execute a contract with the city, and pay the required license fee pursuant to contract prior to entering into any such agreements with commercial/industrial units for the collection of such solid waste.
- (3) Multiple residential units. The owner(s) of each condominium or apartment complex, consisting of 5 or more units shall be required to combine trash streams into a consolidated container or "dumpster" capable of handling the multiple residential unit's waste stream. These accounts are considered residential and shall be billed by the City.

Sec. 102-3. Collection--Frequency.

The contractor shall furnish solid waste collection services in the city to all residential. The contractor shall provide the city with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, the contractor shall notify the City and each customer affected not less than one week prior to the change.

Sec. 102-4. Same--Conditions.

Weekly collections are to be made under the following conditions:

- (1) Containers required. Each residential or business industrial unit shall provide approved containers as defined by this chapter.

- (2) Yard and other trash. When the resident finds it necessary to dispose of yard or other trash, excluding garbage and empty containers, all such trash shall be placed in disposable containers or tied in bundles not longer than four feet in length and weighing not more than 50 pounds each and shall be placed at the street curb by the residents on the pickup date.
- (3) Location. All solid waste shall be placed in approved containers at a location, prior to scheduled collection, that is within five (5) feet of the curb or the edge of the road and is readily accessible to the contractor's personnel.
 - (a) Residential. Solid waste shall be placed at a single collection point within six feet of the curb.
 - (b) Business. Solid waste shall be kept on the premises in approved containers and placed at a single collection point in a place near the street or alley, readily accessible to the collection vehicles.

Sec. 102-5. Accumulation or placement of containers so as to create public nuisance.

- (a) It shall be unlawful for the owner, occupant, tenant or lessee of any dwelling or place of business to allow solid waste to accumulate on his premises, or to place or cause to be placed the containers therefore in such a manner as to cause unsanitary conditions in the city. If the owner of any dwelling or place of business, after having been given 24 hours' notice in writing by the chief of police, shall refuse or neglect to perform the duties in connection with his property as specified in this chapter, the chief of police is hereby authorized to enter upon the property and have the solid waste removed and the costs shall be charged against the premises. Any person cited shall be guilty of a violation of this chapter and punished as provided by section 1-9.
- (b) It shall be a violation of this section for such owner, occupant, tenant or lessee to place, more than 24 hours before or to allow to remain more than 24 hours after the scheduled collection date, trash or garbage containers at the curbside pickup point except for a showing of just cause. The collection date and curbside collection point shall be established by the authorized agent, or his authorized representative, who shall give adequate notice thereof to each owner, occupant, tenant or lessee.
- (c) The curbside collection point is established only for efficient and economical collection service, and it shall be the duty of each premises' occupant to keep the containers at all times other than as allowed by this section at a location on his premises which is suitable and consistent with the standard set forth in subsection (a) of this section.

Sec. 102-6. Removal of construction refuse and debris, old appliances, etc.

The authorized private solid waste contractor shall not in any way be required or obligated to collect or remove from private property refuse or debris resulting from the repair, razing or construction of buildings, nor to collect or remove appliance containing freon, etc., or wood or limbs resulting from the removal of trees, nor to render any other service unless specifically provided for in this chapter. The removal of such items is the responsibility of the owner, occupant, tenant or lessee of the property.

Sec. 102-7. Rates.

The rates to be charged for sanitation services shall be as follows:

- (1) For each residential unit, the base rate for collection by a private solid waste contractor shall be consistent with the private solid waste collection contract. In addition to the base rate provided in the private solid waste collection contract, each residential unit shall pay a monthly franchise fee of eight percent (8%) of the base rate in addition to a billing fee of sixty cents (\$.60).
- (2) For commercial/industrial contracts, the rates assessed by any approved private collector shall be negotiated and agreed upon by and between the customer and the private collector.

Sec. 102-8. Responsibility for payment of bill; delinquency.

- (1) The fact that legal title to property is in any person, business or other entity, constitutes prima facie proof that the person, business or other entity is responsible for the payment of charges provided for in this chapter. The fact that charges incurred were for services provided to a tenant, agent or other person using the title holder's property shall not be grounds for avoidance of section 102-9.
- (2) Any bill not paid in full by the due date shall be considered delinquent and a late fee of ten percent (10%) of the base rate shall be added to the bill. Any delinquency not corrected within sixty (60) days shall be considered refusal or failure to pay as provided in section 102-9

Sec. 102-9. Penalty.

Any person refusing or failing to pay any charge assessed pursuant to the provisions of this chapter, including both the failure to pay for private solid waste collection and the failure to pay commercial or industrial contracts, shall be guilty of a violation of this chapter and punished as provided by Ordinance 2006-09-269.

Sec. 102-10. Containment of construction refuse and debris.

The general contractor of any construction site shall provide adequate trash containment facilities for the construction site. All such trash containment facilities must be able to hold a minimum of five cubic yards of refuse, and must contain no openings of greater than three inches. The trash containment facility must be in place no later than at the time of the first required inspection of the site by the Chief Building Official or his authorized representative. The trash containment facility shall be emptied, by a hauler licensed to do business by the Boston Mountain Solid Waste District or its successor, on a regular basis. If the City received a complaint regarding a trash containment facility at a construction site, the Chief Building Official or his authorized representative shall notify the general contractor in writing regarding the complaint, and shall request that efforts be undertaken by the general contractor to remedy the situation. If subsequent complaints are received by the city pertaining to the same construction site, the chief building official or his authorized representative shall provide the general contractor with written notice that the general contractor has three (3) working days in which to remedy the situation. If the general contractor does not remedy the situation within that time, it shall be considered a violation of this Code, and shall be punishable pursuant to Ordinance 2006-09-269. In addition, the Chief Building Official or his authorized representative shall cease all inspections until the construction site complies with this section.

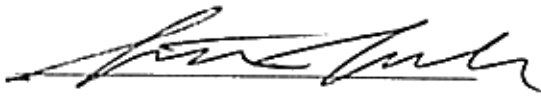
Sec. 103-1. Emergency Clause

The City Council of the City of Tontitown, Arkansas has determined it necessary for the public peace, health, and safety that this Ordinance be effective immediately. Therefore, an emergency is declared to exist, and this Ordinance shall become effective immediately upon its passage. Said determination of an emergency is based upon the following facts found to exist by the City Council:

- (1) The city wide collection and disposal of residential solid waste is a matter of public health and safety.
- (2) The city has entered into a contract with a solid waste collection and disposal contractor for the collection and disposal of all residential solid waste in the city beginning January 1, 2007.
- (3) It is necessary for this Ordinance to become effective immediately upon its passage in order to be effective as of January 1, 2007; and
- (4) If this Ordinance is not in place and effective immediately, the city wide collection and disposal of solid waste will not be possible as of January 1, 2007, causing great harm to the public peace, health and safety.

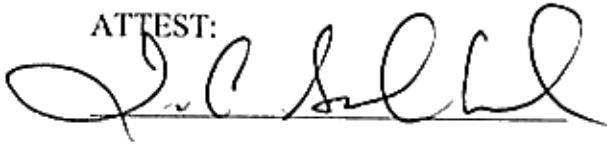
Passed this 5th day of December, 2006.

APPROVED:



STEVE SMITH, MAYOR

ATTEST:



TRACY GODDARD, CITY CLERK

ROLL CALL

SHALL THE ORDINANCE PASS:

	Yea	Nay
Ward 1, Position 1 - Alderman Bradley Marveggio	—	—
Ward 1, Position 2 - Alderman Henry Piazza	✓	—
Ward 2, Position 1 - Alderman Arthur Penzo	✓	—
Ward 2, Position 2 - Alderman David Sbanotto	—	—
Ward 3, Position 1 - Alderman Beck Alston	✓	—
Ward 3, Position 2 - Alderman Ken Robertson	✓	—
Mayor - Steve Smith	—	—
TOTALS:	<u>4</u>	<u>0</u>

ROLL CALL

SHALL THE ORDINANCE BECOME EFFECTIVE IMMEDIATELY:

Ward 1, Position 1 - Alderman Bradley Marveggio	—	—
Ward 1, Position 2 - Alderman Henry Piazza	✓	—
Ward 2, Position 1 - Alderman Arthur Penzo	✓	—
Ward 2, Position 2 - Alderman David Sbanotto	—	—
Ward 3, Position 1 - Alderman Becky Alston	✓	—
Ward 3, Position 2 - Alderman Ken Robertson	✓	—
Mayor - Steve Smith	—	—
TOTALS:	<u>4</u>	<u>0</u>