

ORDINANCE NO. 5-2023

AN ORDINANCE ADOPTING PROVISIONS FOR THE COLLECTION OF WASTE WITHIN CITY LIMITS OF RIVER HEIGHTS CITY

WHEREAS, the Utah Code § 10-11-1(2)(ii) grants municipalities the right to regulate the abatement of garbage and refuse;

WHEREAS, due to termination of the agreement for waste collection services with Logan City, River Heights City (the “City”) in concert with several other municipalities and Cache County formed an interlocal agreement pursuant to Utah Code § 11-13-101 and created an entity entitled the Cache Waste Consortium (the “Consortium”) to procure waste collections services for Cache County and the participating municipalities;

WHEREAS, the Consortium entered into that certain Solid Waste Services Agreement with Waste Management of Utah, Inc. (“Waste Management”) dated March 22, 2023 (the “Services Agreement”) by which Waste Management agreed to provide waste collection services for all cities in the Consortium;

WHEREAS, as a condition of Waste Management entering into the Services Agreement, Waste Management sought the exclusive ability to provide waste collection services in all jurisdictions that are part of the Consortium;

WHEREAS, the Services Agreement requires the City to adopt an ordinance making Waste Management the exclusive waste collection services provider in the City; and

WHEREAS, the River Heights City Council determined it was in the best interests of the residents of the City to participate as part of the Consortium and adopt an ordinance as required by the Services Agreement;

NOW, THEREFORE, BE IT ORDAINED, by the Council of River Heights City, Cache County, State of Utah, as follows:

1. Title 4, Chapter 2, of the River Heights City Code (the “Code”) is hereby adopted to read as follows:

SECTION 1: PURPOSE. The City is a party to that certain Interlocal Cooperation Agreement between Cache County and Participating Municipalities of Cache County for Creation of an Interlocal Entity for County and Municipal Solid Waste Disposal dated November 2022 (the “Interlocal Agreement”) which established the interlocal entity called the Cache Waste Consortium (the “Consortium”). The Consortium may from time to time enter into certain Solid Waste Services Agreements (the “Services Agreement”) whereby providers agree to provide waste collection services for all governmental entities who are a part of the Consortium. The Services Agreements require governmental entities in the Consortium to adopt ordinances for the

enforcement of the exclusive right granted to the provider under contract with the Consortium. This Chapter is meant to, and should be interpreted to, meet the requirements of the current Services Agreement of the Consortium.

SECTION 2: DEFINITIONS

A. **“Bin”** means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck and provided to the City by the City Collector.

B. **“Cart”** means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels and provided to the City by the City Collector.

C. **“City Collector”** means the provider currently established by resolution of the City Council.

D. **“Collection Service(s)”** means the process by which Solid Waste is removed from a Commercial or Residential Premises, transported to a transfer, disposal or processing facility, and subsequently disposed or processed.

E. **“Commercial Premises”** means (i) Multi-Family Complexes, and (ii) Premises at which business or governmental activity is conducted, including, but not limited to, retail sales, services, medical facilities, wholesale operations, manufacturing and industrial operations, governmental operations, and schools.

F. **“Container”** means a Bin, Cart or Roll-Off Container provided by the City Provider.

G. **“Dwelling Unit”** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.

H. **“Green Waste”** means any vegetative matter resulting from normal yard and landscaping maintenance not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green Waste includes, but is not limited to, plant debris, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.

I. **“Multi-Family Complex”** means any Premises with two (2) or more Dwelling Units, where such Dwelling Units receive centralized Collection Services (and not individualized Cart-based Collection Services).

J. **“Multi-Family Dwelling Unit”** means a Dwelling Unit in a Multi-Family Complex.

K. **“Overage”** is defined as (i) Refuse, Recyclables or Green Waste exceeding its Container’s intended capacity such that the lid is lifted by at least ten inches (or would be lifted by at least ten inches if lowered) or (ii) Refuse, Recyclables or Green Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

L. **“Premises”** means any parcel of real property in the City where Solid Waste is generated or accumulated.

M. **“Recyclables”** means aluminum cans, PET bottles with the symbol #1 with screw tops only, HDPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.), PP plastic bottles and containers with symbol # 5 (ex. yogurt containers, syrup bottles), steel and tin cans, glass food and beverage containers – any color, newspaper, mail, uncoated paperboard (Cereal boxes, food and snack boxes), old corrugated containers/cardboard (uncoated) (moving boxes, pizza boxes), magazines, glossy inserts and pamphlets.

N. **“Refuse”** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Green Waste set out for collection.

O. **“Residential Premises”** means a Single-Family Premises.

P. **“Roll-Off Container”** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle.

Q. **“Service Recipient”** means an owner or occupant of a Residential or Commercial Premises who is receiving Collection Services.

R. **“Single-Family Premises”** means (i) any Premises with less than two (2) Dwelling Units, and (ii) any Premises with two (2) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Collection Services (and not centralized Collection Services), which Premises have been registered or verified with the City for the receipt of Collection Services.

S. **“Solid Waste”** means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the City, including discarded Recyclables and Green Waste, but excluding Unacceptable Waste.

T. **“Unacceptable Waste”** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to the City Collector pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any applicable statute, rule or regulation, damage to the City Collector’s equipment or facilities, or present a substantial endangerment to the health or safety of the public or the City Collector’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

SECTION 3: WASTE MANAGEMENT GRANTED EXCLUSIVE FRANCHISE. The City Collector is hereby granted the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste generated, deposited, accumulated or coming to exist at Commercial and Residential Premises in the City.

SECTION 4: REQUIREMENT FOR COLLECTION SERVICES. All Commercial and Residential Premises in the City shall receive Collection Services through the City Collector and shall enroll in Collection Services with the City through the forms and agreements adopted by the City.

SECTION 5: PROHIBITIONS.

A. Except as provided herein, it shall be unlawful for any person, except the City Collector, to collect or remove any Solid Waste, whether commercial or residential, accumulated or located within the City, or use the streets, avenues, alleys or ways within the City for the purpose of collection or transportation of same.

B. It shall be unlawful for more than one Single-Family Premises to share the same Collection Services account with the City.

C. Except as may occur through ordinary wear and tear, it shall be unlawful for any person to lose, damage or destroy any Container.

D. It shall be unlawful for any person to intentionally remit any Unusable Waste in any Container with the purpose of the Unusable Waste being picked up as part of Collection Services.

E. It shall be unlawful for any person to cause any Overage with any Container.

F. It shall be unlawful for any person to overfill any Container. For the purposes of this subsection, "overfill" shall mean two times the volume capacity of the Container (e.g. 192 pounds for a 96-gallon Cart).

G. Nothing herein shall be construed to prohibit any owner, occupant or tenant of a Premises from personally handling, or contracting with a third-party on a strictly limited basis for hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station.

H. Nothing herein shall be construed to prohibit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the City or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator of the Recyclables.

SECTION 6: GENERAL PENALTY/INDEMNITY. Any person who violates any provision of this Chapter shall be guilty of a class C misdemeanor, and shall, at the exclusive election of the City, indemnify the City against any and all costs and expenses incurred by the City as a result of

the violation, including costs and attorney fees incurred in enforcing the provisions of this Chapter or collecting any amounts due and owing to the City due to Collection Services.

ADOPTED AND PASSED, by the RIVER HEIGHTS CITY COUNCIL this 19TH day of September 2023.

RIVER HEIGHTS CITY

ATTEST:

By: _____
Mayor

Town Recorder

Posting Date: _____