

**CHAPTER 9**

**SECTION 2**

**Utility Services**

**Subsections:**

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**9-2-1 TOWN REFUSE COLLECTION SERVICE.**

(A) The Town shall provide solid waste collection and curbside recycling services (hereinafter referred to collectively as “Refuse Collection Service”) to residential customers who desire to utilize such service in accordance with the terms and conditions set out in this Section. Such service may be provided by using Town Employees or Independent contractors or both.

(B) Commercial Trash Haulers or other solid waste collection service providers are not restricted from operating within the Town and providing solid waste collection services; however, single family residences, duplexes, and multifamily residences of fewer than eight dwelling units shall be subject to the charges for Town Refuse Collection Service as provided in this Section, whether or not the Town's Refuse Collection Service is actually utilized for the dwelling unit in any month. Multifamily residences of eight or more units and other non-residential customers shall not be eligible for Town Refuse Collection Service. They must make their own arrangements for service.

(C) Any trash hauler who provides a refuse container to a Town customer shall only provide animal-resistant refuse cans, animal-resistant containers or animal-resistant dumpsters, which meet the requirements set forth herein or is approved by a Town designated official, except for large roll off containers that are intended for temporary use and that do not have manufactured animal-resistant lids.

(Ord 2-2018)

**9-2-2 LIABILITY FOR AND COLLECTION OF CHARGES.**

(A) The customer, owner, lessee and person in possession of any premises served or subject to the collection charges provided in this Section, shall be jointly and severally liable for the charges imposed by this Section.

(B) All charges shall be a lien upon the property served or subject to the charges imposed herein, from the date billed, which may be enforced or foreclosed in accordance with law.

(C) The Town may maintain an action in a court of competent jurisdiction for any amounts due plus interest.

(D) Delinquent charges may be certified to the County Treasurer to be collected in the same manner as property taxes against the property served or subject to the charges imposed by this Section.

(E) Bills for all charges will be sent directly to the property owner, unless otherwise authorized by the Town because of unique circumstances, monthly with water bills, or otherwise, and shall specify a due date, as determined by the Council.

(F) In the event charges are not paid by the due date specified on the bill, a \$10.00 penalty may be charged.

**9-2-3 CHARGES FOR RECYCLE AND REFUSE COLLECTION SERVICES.**

(Subsection Amended by Ord 2-2018)

(A) (1) The base monthly charge for recycling services for each residential dwelling unit shall be \$9.62 for weekly pickup of one Town or contractor supplied recyclable container.

(2) The base monthly charge for each single family residential dwelling unit shall be \$16.15 for customers using up to 64 gallons of customer provided animal-resistant cans or an animal-resistant poly cart acceptable to contractor; customers shall arrange to lease or purchase an animal-resistant poly cart from contractor.

(3) Unless the Town authorizes the use of individual cans or containers, the base monthly charge for lots with three or more dwelling units in one or more buildings, shall be \$35.43 for each one-yard animal-resistant common dumpster, \$60.95 for each two-yard animal resistant common dumpster, and \$90.60 for each three-yard animal resistant common dumpster utilized by the customer.

(4) In addition to the base monthly charge customers shall be subject to a fuel surcharge as set out by the Town's current solid waste collection contract as authorized by the Town Council.

(B) Customers requiring or desiring additional services shall make arrangements with the Town or contractor for such service and pay any additional charges determined to be necessary.

(C) Customers who leave more refuse out for collection than allowed pursuant to Subsection (B) shall be subject to a surcharge at the rate of \$14.05 per cubic yard, (1/2 cubic yard minimum) or according to a schedule of additional charges included in the agreement with a contractor. An extra 64-gallon animal-resistant poly cart one time per week with regular service is an additional \$23.19 per pickup, and an extra 18-gallon recycle container with regular service is an additional \$9.28 per pickup.

(D) Customers whose premises are vacant, and who have qualified for the water service vacancy rate, shall not be charged for Refuse Collection Service while on the water vacancy rate, so long as they do not have any refuse placed for collection.

**9-2-4 TRASH CANS AND CONTAINERS.**

(A) The customer shall provide, at the customer's expense, trash cans or containers meeting the requirements of this Subsection, through the purchase or lease of a contractor supplied container. Common dumpsters must be used to serve any lot with three or more dwelling units in one or more buildings, unless the Town authorizes the use of cans or other containers because of the lack of a suitable location for dumpsters. Such dumpsters shall be provided by the contractor, at applicable costs to the customer. (Ord 2-2018)

(B) No trash cans may be used except those as specified by these regulations and approved by the Town of Ridgway. (Ord 2-2018)

(C) No can shall have any dangerous or sharp edges. (Ord 6-2003)

(D) All refuse cans and refuse containers shall be animal-resistant, except for large roll off containers intended for temporary use that do not have manufactured animal-resistant lids, and except for those cans and containers used for yard trimmings such as grass, leaves and branches. Animal-resistant refuse cans and animal-resistant refuse containers means a fully enclosed container that can be constructed of pliable materials, but must be reinforced to deter access by wildlife. The container must employ a sturdy lid that has a latching mechanism preventing access to its contents by wildlife. Wildlife Resistant Containers must meet the standards of testing by the Living With Wildlife Foundation and a passing rating by the Interagency Grizzly Bear Committee (IGBC) as bear resistant for sixty minutes. (Ord 2-2018)

(E) No more than one 64 gallon trash can per dwelling unit may be utilized by any residential customer, unless arrangements are made with the Town and additional charges paid. (Ord 2-2018)

(F) Cans in violation of this Subsection or other requirement of this Section need not be emptied, but charges shall be due, nonetheless. (Ord 6-2003)

(G) The Town or the contractor shall provide the bins or containers for use for the recyclables. (Ord 6-2003)

(H) When common dumpsters are used, they shall be screened by fencing. All common dumpsters shall be animal-resistant. Animal-resistant dumpster enclosure means an enclosed structure consisting of four (4) sides and a secure metal door or cover, which shall have a latching device of sufficient design and strength to prevent access by wildlife. (Ord 2-2018)

(I) If a container or enclosure is damaged, allowing access by wildlife, repairs must be made within seventy-two hours after written notification by a Town official. (Ord 2-2018)

**9-2-5 PLACEMENT FOR COLLECTION.**

(Subsection Amended by Ord 6-2003)

(A) Trash cans and containers shall be placed, on the day of pickup only, in alleys at the edge of the alley, or at the edge of the street where there is no opened alley, in a location that is safe, and doesn't interfere with traffic. When it is impractical to make pickups in these locations, other arrangements must be approved by the Town.

(B) All containers and cans must be placed on hard, level surfaces in a place accessible for

pickup by the Refuse Collection equipment and personnel. When common dumpsters are used, they shall be screened by fencing and accessible to the contractor by truck.

**9-2-6 RECYCLABLES.**

Materials that may be placed for collection as recyclables include: aluminum cans, steel cans; plastics #1-#6: milk jugs, pop bottles, detergent bottles; tin cans #10: domestic size canned goods, coffee cans; glass (all colors): beer, pop, wine bottles; newsprint, phone books; white office paper: envelopes; glossy print: catalogs, magazines, junk mail; pressboard/ paperboard: cookie boxes, cracker boxes, cereal boxes, pasta boxes; corrugated cardboard: brown paper grocery sacks, limited to 5 medium sized boxes per pickup – broken down and placed under bin. No other materials may be placed in the recyclable containers.

The Town shall advise customers of any changes in recyclables. (Ord 2-2018)

**9-2-7 PROHIBITED AND CONTROLLED MATERIALS.**

Liquids, dead animals, extremely flammable, toxic, explosive or hazardous materials, materials contaminated with contagious diseases, car bodies, sludge, hot materials, and all other material, refuse, electronics or debris not accepted at the applicable Land Fill or transfer station will not be picked up by the Town. Special arrangements for collection of these items or other large or unusual loads must be made with contract hauler who may refuse to collect such items or may charge an additional fee for doing so.

(Ord 3-2013)

**9-2-8 TAMPERING WITH TRASH CONTAINERS.**

It shall be unlawful for any person to use, tamper with or otherwise disturb any refuse container or can, or its contents, which belongs to another, without permission or a legal right to do so.

**9-2-9 TERMINATION AND INITIATION OF SERVICE.**

(A) All dwelling units shall be first subject to the charges imposed by this Section at the time water service is initiated or trash first placed for collection, whichever occurs first.

(B) Trash service may be suspended for violation of this Section, or non-payment of charges following notice and hearing pursuant to the procedures for the termination of water service.

(C) Service may be initiated following acquisition of the proper containers or cans by the customer, and establishment of a billing account with the Town.

**9-2-10 ILLEGAL USE OF TRASH COLLECTION SERVICE.**

(A) It shall be unlawful for any person to utilize Town Refuse Collection Services without paying the charges imposed by this Section.

(B) It shall be unlawful for any person to place his trash for collection with or in cans or containers belonging to a Town customer, unless such person is paying the charges imposed by this

Section and has the other's permission.