

CHAPTER 5 Solid Waste Hauler Regulations

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6-5-1: **POLICY, PURPOSE AND AUTHORITY.**

- (A) This Chapter establishes standards and procedures governing Solid Waste Hauling and Management in the City of Iona, Idaho. It also establishes licensing requirements and licensing fees and imposes penalties for lack of compliance.
- (B) The purpose of this Chapter is to (i) protect the public health, welfare and safety; (ii) to prevent the spread of disease and the creation of nuisances, (iii) to conserve natural resources, and, (iv) to protect the City's water, air and land resources.
- (C) This Chapter is enacted pursuant to Idaho Code § 50-302 in order to maintain the good government, welfare, health, safety and industry of the residents of the City.

(Ord. 198-10-15, 10/20/2015).

6-5-2: **DEFINITIONS.** For purposes of this Chapter, the words “must” and “shall” are mandatory and not permissive. Unless specifically defined herein, terms used in this Chapter shall

have their common usage meaning. Unless the context clearly indicates otherwise, the words and phrases set forth below shall have the following meanings ascribed to them:

ACCEPTABLE WASTE:	Solid Wastes that are not prohibited from Transportation, Collection, Processing or Disposal pursuant to local, State or Federal laws.
ADMINISTRATOR:	Any person employed by the City in order to administer the provisions of this Chapter.
AGRICULTURAL SITE:	Land used for agricultural purposes, but excluding any Residential Site on such land.
AUTHORIZED REPRESENTATIVE:	An employee or agent of the City of Iona or of any agency of the City who has been designated by the City Council to administer and/or enforce the provisions of this chapter.
CITY CLERK:	The City Clerk of the City.
COLLECTION OR COLLECTS:	The removal of Solid Waste from the site at which it is generated and aggregated, including all removal and transportation activities prior to the time the Solid Waste is delivered to a Solid Waste Management Facility.
COMMERCIAL SITE:	Real property upon which any business, commercial, industrial, institutional or governmental establishment is located or operated.
COMPOST OR COMPOSTING:	The controlled microbial degradation of organic waste.
COMPOST FACILITY:	A site used to compost Solid Waste, including all structures or Processing equipment used to control drainage, collect and treat Leachate, and storage areas for the incoming waste, the final product, and residuals resulting from the composting process.

COMPOSTABLE ORGANIC MATERIALS:	Materials suitable for backyard Compost Sites, including but not limited to straw, vegetable and fruit scraps, coffee grounds and filters, and eggshells.
CONSTRUCTION AND DEMOLITION DEBRIS:	Solid Waste resulting from construction, remodeling, repair, erection and demolition of buildings, roads and other structures, including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts.
CONSTRUCTION AND DEMOLITION DEBRIS LAND DISPOSAL FACILITY:	A site used to Dispose of Construction and Demolition Debris.
CONSTRUCTION SITE:	A place where the construction of buildings, roads or other improvements to real property is occurring.
CONTAMINATED MATERIAL:	A material that when processed or disposed of, contributes to the release of a pollutant or contaminant onto or into the land, air or water, or when released into the environment creates a significant threat to the health of the general public or to safe or efficient operation of a Solid Waste Management Facility.
COUNTY:	Bonneville County, Idaho.
COUNTY BOARD:	The Bonneville County Board of Commissioners.
CURBSIDE COLLECTION:	A Mixed Municipal Solid Waste and Recyclable Materials Collection system whereby the Generators set Solid Waste containers at the curb adjacent to a roadway or in locations easily accessible for Collection by a Hauler.
DEPARTMENT:	The City of Iona or any department or agency tasked with the authority and responsibility to administer or enforce this Chapter.

DIRECTOR:	The Director of Public Works for the City.
DISPOSAL OR DISPOSE:	The discharge, deposit, injection, Dumping, spilling, leaking, or placing of any waste material into or on any land, air, or water.
DUMPING:	The placement of any Solid Waste, including Construction and Demolition Debris, Hazardous Waste, Industrial Solid Waste, Mixed Municipal Solid Waste, or Recyclable Materials, anywhere other than in an approved container or at a Solid Waste Management Facility during regular hours of operation.
ELECTRONICS:	Any device containing complex circuitry, circuit boards, or signal processing capabilities for processing or displaying information including but not limited to: monitors, computers, televisions, photocopiers, facsimile machines, video monitors and equipment, telephones and telecommunications equipment, cordless rechargeable appliances, and audio equipment.
GENERATOR:	Any Person that produces or aggregates Solid Waste.
HAULER:	Any Person who Collects or Transports Solid Waste, Recyclable Materials or Yard Waste, but does not include a Self-Hauler.
HAZARDOUS WASTE:	Any Refuse, sludge, or other waste material or combinations thereof, in solid, semi-solid, liquid, or contained gaseous form which because of its quantity, concentration, or chemical, physical, or infectious characteristics may cause an increase in mortality or an increase in serious illness; or pose a substantial hazard to human health or the environment when improperly treated, stored, transported, Disposed of, or otherwise managed. Categories of Hazardous Waste materials

	include, but are not limited to: explosives, flammables, oxidizers, poisons, irritants, and corrosives.
HOUSEHOLD HAZARDOUS WASTE (“HHW”):	Unwanted household products that contain corrosive, toxic, ignitable, flammable, or reactive ingredients.
HOUSEHOLD HAZARDOUS WASTE FACILITY:	A site, authorized by the State of Idaho, to collect HHW and to prepare it for transport to approved and licensed destinations for proper Recycling or disposal.
INDUSTRIAL SOLID WASTE:	Solid Waste generated from an industrial or manufacturing process and Solid Waste generated from non-manufacturing activities that is Collected, Processed, or Disposed of as a separate waste stream.
INDUSTRIAL SOLID WASTE LAND DISPOSAL FACILITY:	A site used to Dispose of Industrial Solid Waste in or on the land.
INFECTIOUS WASTE:	Laboratory waste, blood, regulated body fluids, sharps, and research animal waste that have not been decontaminated.
LEACHATE:	Liquid that has contacted or percolated through Solid Waste and has extracted, dissolved, or suspended materials from it.
LEACHATE MANAGEMENT SYSTEM:	The structures constructed and operated to contain, transport, and treat Leachate, including liners, collection pipes, detection systems, holding areas, and treatment Facilities.
LICENSE:	Authorization to conduct specified business services that may be limited to a specific period of time, specific person, and or a specific site in the City.
LICENSE FEE:	A license fee established by ordinance or resolution of the Council pursuant to this Chapter.
LICENSEE:	The Person who has been issued a license to carry out any of the activities for which

	a license is required under the provisions of this Chapter.
MAJOR APPLIANCES:	Clothes washers and dryers, dishwashers, water heaters, heat pumps, furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, dehumidifiers, refrigerators, freezers and other appliances designated by State law or this Chapter.
MIXED MUNICIPAL SOLID WASTE:	Garbage, Refuse, and other Solid Waste from residential, Non-Residential, business, industrial, and community activities that the Generator aggregates for Collection. The term includes common household materials and commercial garbage such as packaging materials, containers, food discards, plastic, paper, compostable materials.
MIXED MUNICIPAL SOLID WASTE LAND DISPOSAL FACILITY:	A Solid Waste Management Facility used for the land disposal of Mixed Municipal Solid Waste.
MOTOR VEHICLE:	A motor vehicle as defined in Idaho Code § 49-123(1)(h), as the same exists on the effective date of this Chapter, or as such definition may be amended thereafter.
MULTI-UNIT RESIDENTIAL BUILDING:	Any building with four or more residential units.
NON-RESIDENTIAL ACCOUNT:	Any customer account for which Solid Waste Management Services are provided with respect to any non-Residential Building or parcel.
NON-RESIDENTIAL PROPERTY:	All property that generates Solid Waste within the City and which is not included within the definition of a Residential Site.
OPEN AREA:	Areas outside of a building or structure.
OPEN BURNING:	Burning any Solid Waste whereby the resultant combustion products are emitted directly to the open atmosphere.

OPERATOR:	The Person responsible for the operation of a Solid Waste Management Facility.
ORDINANCE:	The Solid Waste Ordinance adopted by City of Iona, as set forth in this Chapter.
OWNER:	Any person or persons having a legal interest in real property or any persons in possession or control of real or personal property including, but not limited to, contract for deed vendees, and contract for deed vendors.
PERSON:	Any human being, any municipality or other governmental or political subdivision or other public agency, any public or private corporation, any partnership, firm, association, or other organization, any receiver, trustee, assignee, agent, or other legal representative of any of the foregoing, or any other legal entity, unless exempted by statute or rule.
PROCESSING:	The treatment of Solid Waste after Collection. Processing includes but is not limited to reduction, separation, exchange, resource recovery, physical, chemical, or biological modification of Solid Waste.
PUBLIC HEALTH NUISANCE:	The creation of conditions or acts that unreasonably annoy, or contributes to the injury and/or endangerment of the safety, health, comfort, or repose of members of the public.
PUTRESCIBLE MATERIAL:	Solid Waste that is capable of rotting or is in a foul state of decay or decomposition.
REAL PROPERTY:	Land, from the center of the earth and extending above the surface indefinitely, including all inherent natural attributes and any man-made improvements of a permanent nature place thereon.
RECYCLABLE MATERIALS:	Marketable materials that are separated from Solid Waste for the purpose of

	Recycling such as paper, glass, plastics and metals.
RECYCLING:	The process of Collecting and processing Recyclable Materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of Recyclable Materials in a manner that precludes further use.
RECYCLING COLLECTOR:	A person who operates a Licensed Recycling Facility that aggregates, processes, or markets Recyclable Materials.
RECYCLING FACILITY:	A facility used to aggregate, process, or market Recyclable Materials.
RECYCLING SERVICES:	Curbside pickup of at least four types of Recyclable Materials by a Hauler and/or a centralized drop-off at a local Recycling center of at least four types of Recyclable Materials at any recycling site located in the City.
REFUSE:	Putrescible and non-putrescible Solid Wastes, including garbage, rubbish, ashes, incinerator ash, incinerator residue, waste combustor ash, street cleanings, and Industrial Solid Wastes, and including municipal treatment wastes which do not contain free moisture.
REGULATED WASTES:	Waste, the Transportation, Storage, Release, Dumping or Disposal of which is regulated by State or Federal Law.
RELEASE:	Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, Dumping, or Disposing into the environment which occurred at a point in time or which continues to occur.
RESIDENTIAL:	Relating to or arising out of the use of a Residential Site.

RESIDENTIAL SITE:	Any dwelling unit or property upon which a single family home, a duplex, a tri-plex, a four-plex, an apartment or Multi-Unit Residential building, a mobile home, a condominium, a townhouse, a cooperative housing unit, or any other building used for Residential purposes, (none of which are used solely for commercial purposes) is located.
SELF-HAULER:	A Person who transports his or her own generated Solid Waste.
SERVICE AREA:	The geographical area for which a licensed Hauler provides Solid Waste Collection and Transportation Services.
SITE:	A spatial location.
SOLID WASTE:	Garbage, Refuse, Construction and Demolition Debris, sludge from a water supply treatment plant or air contaminant treatment Facility, and other discarded waste materials and sludges, in solid, semisolid, liquid, or contained gaseous form, resulting from industrial, mining, and agricultural operations and from Non-Residential Property, and from community activities. Solid Waste does not include Hazardous Waste; animal waste, earthen fill and rock; sewage sludge, industrial waste water effluents, dissolved materials in irrigation return flows, or nuclear material.
SOLID WASTE DISPOSAL FACILITY:	A Solid Waste Land Disposal Facility within the County that is designed or operated for the purpose of disposing of Solid Waste on or in the land, together with any appurtenant facilities.
SOLID WASTE MANAGEMENT:	Activities that are intended to affect or control the Collection, Transportation, Processing, treatment, and Disposal of waste.

SOLID WASTE MANAGEMENT ACTIVITY:	An activity related to the storage, Collection, Transportation, Processing or reuse, conversion, or Disposal of Solid Waste.
SOLID WASTE MANAGEMENT FACILITY:	A Solid Waste Land Disposal Facility, a Construction and Demolition Debris Land Disposal Facility, an Industrial Solid Waste Land Disposal Facility, a Compost Facility, a Transfer Station, a Solid Waste Processing Facility, a Waste Tire Facility, or a Recycling Facility.
SOLID WASTE MANAGEMENT FEE:	A fee imposed by the County on a parcel in order to pay for Solid Waste Management Services of the County.
SOLID WASTE MANAGEMENT PLAN:	Any Solid Waste Management Plan developed, adopted, and approved by the County.
SOLID WASTE MANagements SERVICES:	All activities provided by the County, by Persons under contract with the County, or by other Persons that support the waste management responsibilities, including, but not limited to, waste reduction and reuse; waste recycling; composting of Yard Waste and food waste; Resource Recovery through Mixed Municipal Solid Waste composting or incineration; land disposal; management of problem materials and household hazardous waste; Collection, Processing, and Disposal of Solid Waste, Closure and post-closure care of a Solid Waste Management Facility.
SOLID WASTE PROCESSING FACILITY:	A facility for the treatment of Solid Waste after collection.
SOURCE-SEPARATED:	Mixed Municipal Solid Waste that is separated at the source by Solid Waste generators for the purpose of preparing it for later Collection. It is then collected separately from other Mixed Municipal Solid Wastes, and can consist of either Recyclable or Compostable materials.

SPECIAL WASTES:	Non-hazardous Solid Waste that has been prohibited from disposal with Mixed Municipal Solid Waste or has had other specific management requirements prescribed by statute.
STATE:	The State of Idaho.
TRANSFER STATION:	A Facility operated by the County in which Solid Waste collected from any source is temporarily deposited to await Transportation to another Solid Waste Management Facility.
TRANSPORTATION OR TRANSPORTS:	The conveying of Solid Waste from one place to another with a Motor Vehicle.
UNACCEPTABLE WASTE:	Those Solid Wastes that cannot be lawfully accepted for management at a Solid Waste Management Facility pursuant to local, State and federal laws.
WASTE TIRE:	A pneumatic tire or solid tire for motor vehicles that has been discarded or that can no longer be used for its original intended purpose because of wear, damage, or defect.
WASTE TIRE FACILITY:	A Site where Waste Tires or tire derived products are collected, deposited, stored, or Processed.
YARD WASTE:	Garden wastes, leaves, lawn cuttings, weeds, and prunings generated at Residential or Non-Residential Properties.
YARD WASTE FACILITY:	A facility used to compost Yard Waste, including but not limited to grass and leaves.

(Ord. 198-10-15, 10/20/2015).

6-5-3: **HAULER LICENSE REQUIRED.** No Person shall engage in Solid Waste Collection or Transportation in the City without first having obtained a Hauler License. In particular, no person may Collect through routes, roll-offs, pick-up, drop off, nor Transport or Dispose of Solid Waste generated within the City, except in full compliance with this Chapter after having been granted a license to do so by the City as specified in this Chapter. This Chapter does

not apply to Self-Haulers or to the Transportation of Solid Waste through the City, without Collection of Waste from any Generator located within the City and without Disposing of Waste within the City.

(Ord. 198-10-15, 10/20/2015).

6-5-4: **LICENSE APPLICATION REQUIREMENTS.** Haulers and prospective haulers or applicants shall comply with the following license requirements.

- (A) **Application Requirements.** The City Clerk shall provide an application form for a License or License renewal under the provisions of this Chapter. The application shall not be considered complete until the City Clerk has received all information, materials, certificates of insurance, and fees required under this Chapter. If a License application is incomplete or otherwise does not conform to the requirements set forth in this Ordinance, the City Clerk shall advise the applicant of the reasons for non- acceptance and may request that the applicant resubmit, modify, or otherwise alter the application. Each License granted pursuant to the provisions of this Chapter shall expire on December 31st of each calendar year, unless revoked earlier.
- (B) **License Fees.** The Hauler and prospective haulers or applicants shall pay all License Fees to the City Clerk with the initial License application or the License renewal application. The initial application fee shall be \$100.00, the renewal fee shall be \$50.00, any re-application (other than a renewal) shall be considered an initial application and charged the initial application for of \$100.00.
- (C) **Vehicles Licensed.** All vehicles used for the Collection and Transportation of Solid Waste and Recyclables in the City shall be listed on the license application. The applicant shall specify the make, model, year, and license number of each vehicle. If a vehicle is put into service during the license year, the Hauler shall promptly submit the required information for the vehicle to the City Clerk.
- (D) **Recycling Services.** If the Hauler wishes to offer Recycling Services, the Hauler shall designate such intent in the application.

(Ord. 198-10-15, 10/20/2015); (Ord. 262-05-21, 5/19/2021).

6-5-5: **REVIEW OF HAULER LICENSE APPLICATION.** After accepting a complete License application that includes all required information, the City Clerk shall schedule the matter within 60 days for the City Council to either grant, grant with conditions, or deny the License, subject to the applicant's agreement to a longer time. If any applicant is denied a License, the applicant shall be notified in writing of the reasons for the denial of the License. A denial shall be without prejudice to the applicant's right to file a further application after revisions are made to meet objections specified as reasons for the denial.

- (A) **Operational Conditions.** The Licensee shall comply with the operational conditions stated in the License. Failure of the Licensee to comply with such operational conditions is a violation of this Chapter and the Licensee is subject to the penalties provided herein.
- (B) **Contingent License or Special Conditions.** A License may be granted that is contingent upon compliance with special conditions specified in the License. Such conditions, if any, shall be designed to promote the health, welfare and safety of the public pursuant to this Chapter. Failure of the Licensee to comply with such special conditions is a violation of this Chapter and is subject to the penalties provided herein.

(Ord. 198-10-15, 10/20/2015); (Ord. 262-05-21, 5/19/2021).

6-5-6: **TERM OF HAULER LICENSE AND RENEWALS.** The term and renewal of a Hauler Licenses are governed by this section.

- (A) **Term of License.** The term of a Hauler License granted pursuant to the provisions of this Chapter shall be for up to one year, but shall in any event expire on December 31 of the year the License is granted, unless sooner renewed, suspended or revoked.
- (B) **Renewal of License.** Application for renewal of a License shall be made in writing to the City Clerk by December 1st of the expiration year and shall be signed by an individual authorized to act on behalf of and bind the Licensee. Application for a License renewal shall contain a statement of any changes in the information submitted from the last approved License application. Failure to submit such information is grounds for revocation or for not granting renewal of the License. If there are no changes in the Application information from the previous year, it shall be so stated in the renewal application. An application for a License renewal may be approved by the City Clerk or may be scheduled for consideration by the City Council in accordance with the procedures for an initial License application under this Chapter.
- (C) **License Not Transferable.** Licenses granted by the City under this Chapter, including any renewals thereof, are not transferable to other Persons.

(Ord. 198-10-15, 10/20/2015); (Ord. 262-05-21, 5/19/2021).

6-5-7: **HAULER INSURANCE REQUIREMENTS.** The Hauler shall obtain, maintain, and submit with the License application certificates of insurance issued by insurers duly licensed by the State of Idaho providing the following coverage:

- (A) **Worker's Compensation Insurance.**
 - (1) Worker's compensation insurance shall be in compliance with all applicable State Statutes. Such policy shall include workers compensation liability coverage in such amount(s) as are required by the State of Idaho.

- (2) In the event a Licensee is exempt under state law from providing workers' compensation insurance, the Licensee shall execute and submit to the City Clerk an affidavit in a form acceptable to the City Clerk, attesting to the applicant's eligibility for such exemption.

(B) General Liability.

- (1) Commercial General Liability Coverage, providing coverage on an "occurrence", rather than on a "claims made" basis, which policy shall include, but shall not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability, independent Licensees, "XC&U" and products-completed operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage that is at least as broad. A "Comprehensive General Liability" policy that includes a "Broad Form Endorsement" shall be considered to be an acceptable equivalent policy form.
- (2) The Licensee shall maintain at all times during the period of the license a total combined general liability policy limit of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate, applying to liability for bodily injury, personal injury, death and property damage, which total limit may be satisfied by the limit afforded under its "Commercial General Liability" policy, or equivalent policy, or by such policy in combination with the limits afforded by an "Umbrella" or "Excess Liability" policy (or policies), provided, that the coverage afforded under any such "Umbrella" or "Excess Liability" policy is at least as broad as that afforded by the underlying "Commercial General Liability" policy (or equivalent underlying policy).
- (3) Such commercial general liability policy and "Umbrella" or "Excess Liability" policy (or policies) may provide aggregate limits for some or all of the coverage afforded there under, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the "Umbrella" or "Excess Liability" policy provides coverage from the point that such aggregate limits in the underlying comprehensive general liability policy become reduced or exhausted.

- (C) Automobile Liability.** Business Automobile liability insurance shall be obtained and shall cover liability for bodily injury, death and property damage arising out of the ownership, use, maintenance, or operation of all owned, leased and hired automobiles and other motor vehicles utilized by the Licensee in connection with performance under its license. Such policy shall provide total liability limits for combined bodily injury and/or property damage in the amount of at least \$1,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an "Umbrella" or "Excess Liability" policy(ies), provided, that the coverage afforded under any such "Umbrella" or "Excess Liability" policy(ies) shall be at least as broad with

respect to such business automobile liability insurance as that afforded by the underlying policy. Unless included within the scope of the Licensee's commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract.

- (D) **Evidence of Insurance.** A Licensee shall promptly provide the City Clerk with evidence that the insurance coverage required hereunder is in full force and effect at least twenty (20) days prior to the granting of a license by the City Clerk. At least thirty (30) days prior to termination of any such coverage, Licensee shall provide the City Clerk with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of a "Certificate of Insurance", or in such other form as the City Clerk may reasonably request, and shall contain sufficient information to allow the City Clerk to determine whether there is compliance with these provisions. At the request of the City Clerk, the Licensee shall, in addition to providing such evidence of insurance, promptly furnish the City Clerk with a complete (and if so requested, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least a sixty (60) day notice to the City Clerk prior to the effective date of policy cancellation, non-renewal, or material adverse change in coverage terms. The Licensee's insurance agent shall certify on the certificate of insurance, that he/she has errors and omissions coverage.
- (E) **Insurer Policies.** All policies of insurance required by this Chapter shall be issued by financially responsible insurers licensed to do business in the State of Idaho. An insurer with a current A.M. Best Company rating of at least A: VII shall be conclusively deemed to be acceptable. In all other instances, the City Clerk shall have twenty (20) business days from the date of receipt of a Licensee's evidence of insurance to advise the Licensee in writing of any insurer that is not acceptable to the City. If the City Clerk does not respond in writing within such twenty (20) day period, the Licensee's insurer(s) shall be deemed to be acceptable to the City.

(Ord. 198-10-15, 10/20/2015).

6-5-8: **EQUIPMENT STANDARDS.**

- (A) **Equipment Requirements.** All Solid Waste Collection and Transportation vehicles shall be easily cleanable, leak-resistant, and shall be equipped with a cover comprised of metal, canvas, or a fish-net type material capable of covering all Solid Waste while in transit.
- (B) **Maintenance.** The Licensee shall maintain all Solid Waste Collection and Transportation vehicles in a safe and sanitary manner, and provide brooms and shovels on each vehicle for the purpose of cleaning up spilled material. All safety equipment including, but not limited to, horns, lights, and reflectors shall be operable. Said vehicles shall comply with all State of Idaho and Federal Department of Transportation regulations.

- (C) The Hauler shall also print or paint in legible characters the name and telephone number of the Hauler on the driver's and passenger's side of all vehicles used to transport Solid Waste and on each side of all containers used by the Hauler to store or collect Solid Waste. Letters and numbers used for the Hauler's name and telephone number shall be at least one (1) inch high for all containers and vehicles.
- (D) **Inspection.** All Solid Waste Collection and Transportation vehicles shall be subject to random inspection by the City to determine compliance with this Chapter.

(Ord. 198-10-15, 10/20/2015).

6-5-9: **STORAGE STANDARDS.**

- (A) **Storage in Vehicles.** The Hauler shall not allow Solid Waste to remain or be stored in or on any Collection or Transportation vehicle (including roll-offs and other detachable containers on vehicles), in excess of five days, except in the event of an emergency such as inclement weather, equipment breakdown or accident. Any storage of Solid Waste in containers must be done with a water impermeable cover.
- (B) **Storage Containers.** The Hauler shall provide at least one Mixed Municipal Solid Waste storage container to each of its customers. Such storage container shall be designed in a manner as to prevent the release of Solid Waste to the environment and to preclude the development of vector, odor, and Public Health Nuisance problems. The supplied containers shall be reusable and rust, impact, vermin, and leak resistant. All supplied containers shall include a moveable cover except for roll-off containers used to contain, store or transport Construction or Demolition Debris or Industrial Solid Waste. Yard Waste and/or Recyclable Materials storage containers shall be easily distinguishable from Mixed Municipal Solid Waste storage containers.

(Ord. 198-10-15, 10/20/2015).

6-5-10: **COLLECTION AND TRANSPORTATION STANDARDS.** This section governs the Collection, and Transportation of Solid Waste generated within the City, including but not limited to Mixed Municipal Solid Waste, Yard Waste and Recyclable Materials. This section also governs Curbside Collection and all Persons collecting and transporting Solid Waste within the City.

(A) **Hauler-Imposed Collection Fees.**

- (1) Haulers may offer to their customers a volume based fee for Solid Waste generated at a Residential Building or at a Residential Property, by imposing charges for collection of mixed municipal solid waste that increase with the volume or weight of the waste collected, with the exception for fees charged for bulky items or alternatively a fixed monthly fee for waste removal without regard to volume.

- (2) If Collection of Yard Waste or Recycling Services are provided, the Hauler-imposed fee for such services shall be indicated as a separate line item on a customer's bill.
- (B) **Curbside Collection.** Haulers must provide to all of their regular customers curbside or roadside services for the Collection and Transportation of Mixed Municipal Solid Waste. Haulers may also provide Collection services for Yard Waste or Recyclable Materials to those Generators wishing to contract for such services and may charge a separate fee therefor. Once Source-Separated by the Generator, Yard Waste and Recyclable Materials shall not be combined with Mixed Municipal Solid Waste by the Hauler.
- (C) **Collection Frequency.** Each Hauler shall collect Solid Waste from each customer container no less than once a week in order to preclude the development of odor, vector and Public Health Nuisance problems. Putrescible Materials shall be collected, at a minimum, once a week unless on-site composted by the Generator. Haulers offering to collect Recyclable Materials shall collect such materials no less frequently than once a month.
- (D) **Prompt Transportation of Solid Waste.** All Solid Waste collected by a Hauler shall be promptly removed to the County Solid Waste Land Disposal Facility or other Solid Waste management facility properly licensed by the County once the vehicle is full. In no event shall Solid Waste be stored in a licensed vehicle of the Hauler for a period of more than five (5) days within the City except for unanticipated vehicle break-downs, natural calamity or disaster. No Hauler shall engage in Dumping within the City or County.
- (E) **Recyclables.** Haulers offering Recycling Services as set forth in their Application, shall comply with the following regulations regarding removal and transport of Recyclable Materials:
- (1) Haulers shall not mix Source Separated Recyclable Materials with Mixed Municipal Solid Waste or handle Source-Separated Recyclable Materials in any way that reduces the reusability or marketability of the Source Separated Recyclable Materials.
- (2) Haulers shall at least once each year provide specific written information concerning the Recycling Opportunities available to their customers.
- (F) **Mixing of Wastes Prohibited.** Haulers shall not knowingly mix in or knowingly accept for Collection in the City of any Mixed Municipal Solid Waste that contains Contaminated Material, Household Hazardous Waste, automobile batteries, mercury, flammable or explosive materials or fluids or any material which is prohibited from being intermingled with Solid Waste or Mixed Municipal Solid Waste by the State of Idaho or United States government.
- (G) **Open Burning Prohibited.** No Hauler shall engage in Open Burning within the City.

- (H) **Securing of Loads.** Any licensed Hauler who collects or transports Solid Waste shall do so in a safe, sanitary and litter-free manner. The Hauler shall pack, cover, or secure all loads between stops and before transport so as to prevent inadvertent escape of any Waste or release into the environment. The Hauler shall promptly remove inadvertent littering or spillage of Solid Waste as a result of the Hauler or the Hauler's employees or agent's actions or inaction.

(Ord. 198-10-15, 10/20/2015).

6-5-11: **OPERATIONAL STANDARDS.**

- (A) **Protecting Private Property.** The Hauler shall take reasonable care to prevent inadvertent damage to the property of customers being served. The Hauler shall be responsible for any damage or spillage of Solid Waste as a result of the Hauler or the Hauler's employees or agent's actions or omissions. The Hauler shall promptly repair any damage to public or private property caused by such inadvertent littering or spillage and any damage to the customer's Real Property or Personal Property or to any Real Property or Personal Property owned or controlled by the City or signage of public facilities located within the public right-of-way.
- (B) **Smoking, Smoldering or Burning Solid Waste.** The Hauler shall not collect or transport Solid Wastes that are smoking, smoldering, or burning.
- (C) **Dumping in an Emergency.** The Hauler shall be responsible for the cleanup of any Solid Waste that must be dumped because of an emergency. The operator of the vehicle shall immediately notify the City Clerk of such Dumping and the appropriate law enforcement agency and emergency service agency having jurisdiction over such Dumping. The Haulers shall also clean up the area within a reasonable time limit set by the Director.
- (D) **Hours and Days of Operation.** The Hauler may not collect or transport Solid Waste or Recyclables from Residential Property or Residential Buildings before 7:00 a.m. or after 7:00 p.m., without prior written approval by the City Council. Collection of such Waste or Recyclables shall not occur on any day of the week except Tuesday or on any Wednesday where the preceding Tuesday is a legal holiday. Notwithstanding the foregoing, the Council may proclaim a general state of emergency or severe weather disruption, and in such event, collection or transportation may occur on any day specified by the Council in such proclamation.

(Ord. 198-10-15, 10/20/2015).

6-5-12: **REMEDIES.**

- (A) Any Hauler who fails to fully or timely discharge its duties under this Chapter is guilty of an infraction for each day of violation and the Hauler may also be subject to license revocation as provided below.
- (B) Licenses issued under this Chapter may be revoked by the City Council upon competent proof and evidence that such Hauler has failed to fully and timely discharge its duties under this Chapter. Prior to such revocation the City Clerk shall mail a written Notice to the Hauler advising of the proposed revocation and stating generally the reasons therefor. Such Notice shall be delivered by certified mail, return receipt requested, postage prepaid and addressed to the Hauler at the address specified on the Hauler's application or any other known address. Such Notice shall be delivered not less than twenty (20) calendar days prior to the date when such action will be considered by the City Council.
- (C) Prior to revoking the license, the Hauler, if present, shall be afforded an opportunity to present testimony and evidence demonstrating why such license should not be revoked. At the conclusion of the hearing, the City Council shall issue a written decision explaining the facts and reasons for revoking or not revoking the license. Such written decision shall be issued no later than thirty (30) days after conclusion of the hearing.
- (D) Upon receipt of satisfactory proof that a Hauler has not discharged its duties under this Chapter, the City Council may temporarily suspend the Hauler's license upon a finding that the Hauler's continued operation within the City presents an immediate threat to the public health, safety or welfare. Such revocation may be issued without prior notice to the licensee, provided such temporary suspension shall not exceed a period of ten (10) consecutive business days. Successive temporary suspensions shall not be made without affording the licensee a hearing as provided in the preceding section.
- (E) In the event a Hauler's license is revoked, no new Hauler's license shall, within a period of one year thereafter, be issued to the licensee or any company controlled by the licensee or having any common equity owner who held any interest in the licensee whose license was revoked.

(Ord. 198-10-15, 10/20/2015).