

TITLE VI PHYSICAL ENVIRONMENT

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SOLID WASTE DISPOSAL

6-5-1 PURPOSE. The City of Coggon, Iowa, has established the following provisions hereinafter described to facilitate solid waste collection for household within the city by private contractor, making it mandatory that all solid waste from residential premises be collected by said contractor, and establishing charges to households by the city for such collection.

6-5-2 DEFINITIONS. For the purposes of this ordinance, the following terms are defined:

A. "Solid waste" shall mean garbage, refuse, rubbish and other similar discarded solid or semi-solid materials, including but not limited to such material resulting from industrial, commercial, agricultural and domestic activities. Solid waste may include vehicles as defined by subsection 321.1, Code of Iowa.

B. "Garbage" shall mean all solid and semi-solid putrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing, serving and consuming of food or material intended for use as food, and all offal, excluding useful industrial by-products and shall include all such substances from all public and private establishments and from all residences.

C. "Rubbish" shall mean non-putrescible solid waste consisting of combustible and non-combustible wastes, such as ashes, paper, cardboard, tin cans, wood, glass, bedding, crockery, or litter of any kind.

D. "Yard waste" shall mean organic debris (e.g., grass, clippings, leaves, tree limbs, bark, branches, flowers, etc.) which are produced as a part of yard and garden development and maintenance.

E. "Can" shall mean a container for the storage of solid waste which is:

1. Provided with a handle and tight-fitting cover.
2. Substantially made of galvanized iron or other non-rusting material.
3. Watertight

4. Of a size that may be conveniently handled by the collector.
5. Rodent and vermin proof
6. Meets the specifications hereinafter described.

F. "Household" shall mean each family dwelling unit. Each unit will constitute a household whether single family dwelling or part of a multiple family building.

G. "Commercial" shall mean all establishments where retail, wholesale or manufacturing business is conducted.

6-5-3 FREQUENCY. All household solid waste shall be picked up once a week from the curb of every household in the corporate limits of the City of Coggon and will be disposed of by the contractor. Segregation may be required. The disposal of garbage and refuse shall be at the Linn County Landfill (Solid Waste Agency). All charges for disposal will be the responsibility of the contractor.

6-5-4 COLLECTION AND DISPOSAL. The collection and disposal of the above items shall be taken from dwellings at least once each week. All cans or other containers approved by the contractor for garbage and rubbish shall be kept as provided in the rules and regulations for collection of refuse.

Additional provisions for the collection and disposal of garbage and rubbish may be included in a contract for services between the city and the collector.

6-5-5 COMMERCIAL AND INDUSTRIAL ESTABLISHMENTS. Commercial and industrial establishments shall make separate agreements with a contractor of their choice for the collection and disposal of garbage and rubbish.

6-5-6 CONTRACTOR'S DUTIES. The contractor shall furnish all labor, tools, equipment and power for the operation of said pickup service. His equipment shall consist of packer type vehicles that include a mechanical device or devices for packing and compressing garbage or rubbish. The equipment shall be in good operating condition at all times. Bodies shall be leak proof. These bodies shall be cleaned not less than twice a week and disinfected. The contractor should have enough equipment available (in running order) so that if a piece of equipment is not in operating condition, the contractor will not impede picking up of the assigned routes for any certain time.

6-5-7 CONTRACTOR INSURANCE. The contractor shall agree to carry insurance as follows:

- a. Workers' Compensation. The contractor shall carry in a company authorized under the laws of the State of Iowa a policy to protect employees of the contractor's business liability under the laws of the State of Iowa.
- b. Public Liability. The contractor shall carry a minimum coverage of \$50,000 per person and \$100,000 per accident.
- c. Motor Vehicle Bodily Injury Liability. The contractor shall carry a minimum of \$50,000 per person and \$100,000 per accident.

- d. Property Damage. The contractor shall carry a minimum of \$25,000 per accident.
- e. The above minimums of insurance coverage may be changed by the State of Iowa and these laws will be the guide of total amounts of insurance required.

6-5-8 FEES PAID TO CONTRACTOR. The city shall agree to pay the contractor for all labor as heretofore stated for the collection and disposition of household refuse. The city shall send billing charges to all households on a monthly basis. Fees collected by the city shall be paid to the contractor pursuant to the provisions of the contract between the city and the contractor.

Single family residential accounts will be charged a fee of \$20.00 per month for solid waste collection for one (1) can or bag of solid waste with a weight limit of 40 pounds. All additional cans or bags of solid waste must have a waste tag attached. Waste tags will be sold at a charge of one dollar (\$1.00) each. Recycling is collected at no additional charge and does not require an attached waste tag. This service is made available to all single-family residences and the fee shall be charged and collected whether the service is utilized or not.

6-5-9 CONTRACTOR FAILURE. Each and every contract entered into by the City of Coggon with a private contractor for garbage and refuse collection services shall provide for the rights of said city and contractor to terminate the contract set forth in a manner agreeable to the city and contractor.

6-5-10 COMPLIANCE OF CONTRACTOR. The contractor shall covenant and agree to comply at all times with all proper laws, ordinances and regulations of the City of Coggon, Linn County and the State of Iowa, at any time properly applicable to the contractor's operations under a contract. The city may charge the contractor for any and all licensing fees.

6-5-11 FREQUENCY OF RENEWAL. The city shall contract for the collection of garbage and rubbish on an annual basis. The City Council may either renew a contract with a private contractor already providing services to the city or solicit bids from potential contractors. If bids are solicited the city shall do so under Iowa Code and have the right to accept or reject any and all bids.

SEPARATION OF YARD WASTES.

6-5-12 PURPOSE. The purpose of this ordinance is to establish a policy requiring the separation of yard wastes from all other garbage and refuse as mandated by the Iowa State Legislature in the Waste Reduction and Recycling Act of 1989.

6-5-13 DEFINITION. "Yard wastes" means debris such as grass clippings, leaves, garden waste, brush and trees. Yard waste does not include tree stumps.

6-5-14 SEPARATION OF YARD WASTES REQUIRED. All yard wastes shall be separated by the owner or occupant from all other garbage and refuse accumulated on the premises and shall be composted on the premises or prepared for the collection by the city's waste contractor.

6-5-15 COLLECTION. Yard wastes, once separated by the household, shall be collected in the same manner as other wastes by the waste contractor.