

ORDINANCE 1468

AN ORDINANCE OF THE CITY OF PAYETTE, IDAHO,  
REPEALING CHAPTER 3.07, SOLID WASTE COLLECTION FRANCHISE, OF TITLE 3  
REVENUE AND FINANCE; AMENDING CHAPTER 8.08 GARBAGE AND REFUSE, IN TITLE 8,  
HEALTH AND SAFETY, TO UPDATE AND DEFINE PROCEDURES FOR DISPOSAL AND  
COLLECTION OF GARBAGE AND REFUSE; SETTING AN EFFECTIVE DATE; ALLOWING  
PUBLICATION IN SUMMARY FORM; ESTABLISHING SEVERABILITY;  
ESTABLISHING A REPEALER.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF PAYETTE, IDAHO:

Section 1. Chapter 3.07, SOLID WASTE COLLECTION FRANCHISE, of Title 3, REVENUE AND FINANCE, of the Payette Municipal Code is hereby repealed in its entirety as follows:

~~Chapter 3.07  
SOLID WASTE COLLECTION FRANCHISE<sup>1</sup>~~

~~3.07.010: GRANTING OF EXCLUSIVE FRANCHISE:~~

~~There is hereby granted and authorized by the city of Payette (hereinafter referred to as "city") to Hardin Sanitation, Inc., an Idaho corporation, whose principal place of business is Payette, Idaho (hereinafter referred to as "grantee"), the right, privilege and authority to operate and maintain an exclusive franchise solid waste collection and transfer system, and any services that may be incidental thereto, within the city, thereby using the streets of the city for the conduct of their business (hereinafter referred to as "franchise"). The franchise shall include the exclusive right to place garbage receptacles, dumpsters, garbage cans or other containers to pick up or collect garbage, refuse or solid waste within appropriate portions of the right of way. This franchise shall also include the exclusive right to solicit for business to haul, remove or recycle any and all garbage, solid waste or recyclable material.~~

~~3.07.020: GRANTEE RULES:~~

~~The grantee shall have the authority to make such rules governing its business as may be reasonably necessary to enable the grantee to exercise its rights and perform its obligations under this franchise and to assure uninterrupted service to each and all of its customers. Provided, however, such rules shall not conflict with the laws of the state of Idaho, the city of Payette, nor with the franchise signed by the grantee and the city.~~

~~3.07.030: PROHIBITING OTHERS FROM HAULING SOLID WASTE:~~

~~No person, firm, company, employee, or other entity, other than the grantee, shall enter the city and engage in, or attempt to engage in, the business of solid waste collection, hauling or transfer of solid waste, removal of garbage, or removal of solid waste from the residents or businesses of the city. No person, firm, company, employee, or other entity, other than the grantee, shall solicit, offer to haul, enter into any contract to engage in the business of~~

~~solid waste collection, hauling or transfer of solid waste or removal of garbage, removal of solid waste from the residents, or businesses of the city. No person, firm, company, employee, or other entity other than the grantee, shall place garbage receptacles, dumpsters, garbage cans or other containers to pick up or collect garbage, refuse or solid waste. No person, firm, company, employee or entity other than the grantee, shall solicit for business to haul, transfer, remove or recycle any garbage, solid waste or recyclable materials. Such prohibitions shall take effect upon the first publication of this chapter in the city's official newspaper.~~

~~**3.07.040: DURATION:**~~

~~This franchise and all rights and privileges and authority hereby granted shall take effect immediately upon passage and publication as required by law. This franchise shall remain in full force and effect for a period of fifteen (15) years after the date it shall go into effect.~~

~~**3.07.050: SERVICE FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS:**~~

~~Grantee shall provide weekly pick up service in residential areas and, where required, shall provide daily service during weekdays to commercial areas within the city. Grantee shall not deposit solid waste except in solid waste acceptance or disposal facilities approved by the state of Idaho or its political subdivisions in accordance with all applicable federal, state, and local laws, ordinances, and regulations. Grantee shall not manage or dispose of any part of the waste stream collected pursuant to this franchise within the city or in any manner that results in violation of local, state or federal laws.~~

~~**3.07.060: FRANCHISE FEE:**~~

~~City shall receive on a monthly basis as a franchise fee, twelve percent (12%) of the gross receipts from residential collections. The franchise fee shall not include any rental income generated from residential or commercial carts or containers. Payment of the twelve percent (12%) fee shall extend to the grantee within the city.~~

~~**3.07.070: RESERVED:**~~

~~**3.07.080: LIMITATION OF NUMBER OF CANS:**~~

~~Residential users shall be served by collection of not more than three (3) 32-gallon cans (60 pound limit per can) per dwelling (hereinafter referred to as the "limitation"). This limitation shall apply even if a residential dwelling is converted into a multi-unit or multi-family dwelling. Grantee may charge additional service fees for volumes of solid waste in excess of this limitation.~~

~~**3.07.090: POINT OF PICK UP:**~~

~~Cans for pick up shall be placed at the edge of the street or alley by the owner~~

~~or resident where grantee shall be required to pick up the same. In the event that a can or refuse disposal device which is to be picked up and emptied by grantee is not at curbside on the day set for refuse collection, grantee shall not be required to pick up the same. Garbage or refuse shall not be placed upon the ground in sacks, garbage bags, boxes or other containers, which containers are not capable of keeping animals from gaining access to the garbage.~~

~~**3.07.100: MINIMUM FEES:**~~

~~The fee charged for the limitation shall be considered a minimum fee. In the event that a resident chooses to use in excess of the limitation, grantee shall have the right to haul the excess can(s) and make arrangements with the residential user to charge an additional fee. A copy of the fee schedule is attached to the ordinance codified herein and incorporated herein by reference as exhibit A.~~

~~**3.07.110: FEES FOR CUSTOMERS:**~~

~~Fees for residential and commercial customers are hereby established at the rate in effect at the time of adoption of this chapter. Any subsequent increase in rates shall be subject to city approval.~~

~~**3.07.120: RECYCLING:**~~

~~Grantee shall have the exclusive right for curbside recycling. No person or organization shall salvage or recycle from any commercial container or residential container, the user of which is a customer of grantee without the permission of grantee.~~

~~**3.07.130: AVAILABILITY OF GRANTEE:**~~

~~Grantee shall be available to the public and shall have an office and telephone open from eight o'clock (8:00) A.M. to four o'clock (4:00) P.M. Monday through Friday. Grantee's business name and telephone number shall be painted in legible characters on both sides of all vehicles used to transport solid waste in the city. Grantee's business name and telephone number shall be printed by use of paint or decal in legible characters on the front of all commercial containers used by grantee to store and collect solid waste in the city.~~

~~**3.07.140: COMPLAINTS:**~~

~~Grantee shall respond and attempt to rectify any complaints about grantee's service. All work or collection crews operating solid waste collection systems shall take reasonable care to protect the property of customers being served. Any damage or spillage of materials, occurring as a result of grantee's actions shall be grantee's responsibility, provided that the reason for such damage or spillage is the fault of grantee's employees or agents.~~

~~**3.07.150: RESPONSIBILITY OF GRANTEE:**~~

~~Grantee shall be responsible to ensure that its vehicles are watertight, readily emptied, cleaned with sufficient frequency to prevent insect breeding or odors or other nuisances. The vehicles shall be maintained in good repair and safe condition. All waste must be secured to the vehicle or container and enclosed or covered with secured tarpaulins to prevent leakage, spillage, dust or litter. Such enclosures and tarpaulins must remain in place until arrival at the designated unloading or uncovering areas. Grantee shall not cause solid waste, except recyclables, to remain or to be stored in any collection or haulage vehicle. In case of inclement weather, act of God, or emergency such as equipment breakdown or accident, no solid waste shall be allowed to remain or to be stored in any collection or haulage vehicle in excess of twenty four (24) hours. If an emergency arises or inclement weather occurs, grantee is responsible for having the material removed to its intended destination in a timely manner. All vehicles operated by grantee shall comply with all state and federal safety standards while operating within the city.~~

~~**3.07.160: PROHIBITION AGAINST SPILLAGE:**~~

~~Grantee shall not cause a vehicle to be used for the collection or haulage of solid waste if the design of the vehicle is such that any material will be allowed to spill onto any roadway. Grantee shall not cause a vehicle used for hauling solid waste to be used beyond its capabilities or in such a manner that littering or spillage of the contents could occur. Grantee shall not collect, transfer, transport or deliver any solid waste in the city in such a manner as to allow for littering, spillage or the creation of a nuisance in any other manner. All loads shall be secured and covered.~~

~~**3.07.170: BURNING OR SMOKING MATERIALS:**~~

~~Grantee shall not collect, transfer, transport or deliver to any disposal facility any material that is smoking or showing evidence of smoking, smoldering or burning. In the event grantee must dump materials in transit in an emergency due to smoking, smoldering or burning, grantee shall be responsible for immediately notifying the police and fire departments having jurisdiction and shall be responsible for cleanup of materials dumped during the emergency. Cleanup shall be accomplished promptly, but in no event later than twenty four (24) hours after dumping and the dumped material shall then be properly disposed of.~~

~~**3.07.180: MAINTENANCE OF CANS:**~~

~~All residential customers shall maintain garbage cans or containers with lids to protect against spillage or access by animals. Cans or containers that become a health hazard may be disposed of by the grantee after notice to the customer.~~

~~**3.07.190: ANNEXATION:**~~

~~The franchise shall apply to any real property annexed into the city after the~~

~~first publication of this chapter, subject to existing contracts for solid waste hauling in effect at the time of annexation.~~

~~**3.07.200: APARTMENT COMPLEXES:**~~

~~All apartment complexes with three (3) or more units shall have a commercial container.~~

~~**3.07.210: RESPONSIBILITY OF WASTE GENERATOR:**~~

~~A residential or commercial generator of solid waste shall bear the responsibility for maintaining waste cans and containers and shall be responsible for maintaining the area around such cans and containers in a clean, sanitary and odor free condition. In the event the generator of waste refuses or neglects to maintain or keep such cans or containers in a clean or sanitary condition, grantee shall notify the city of the condition. The city shall then notify the generator. The generator of waste shall clean the cans or containers, or clean the area within ten (10) days, as applicable. If the area, cans or containers are not cleaned within ten (10) days, grantee may assume responsibility for cleanup and present its costs and expenses which are incurred in the cleanup to the city clerk. The city clerk shall then bill grantee's costs and expenses to the generator. The generator shall be responsible for paying the city for any cleanup that is necessitated as a result of the producers not complying with the notice from the city.~~

~~**3.07.220: INGRESS AND EGRESS:**~~

~~This franchise grants to grantee the right of ingress and egress, to cross all public streets, alleys, and rights of way in the city. It shall be unlawful for any person to deny reasonable access to grantee to collect solid waste or recyclables from a commercial premises or residential unit or to fail to place solid waste where it can be accessed from an appropriate public right of way. Grantee shall follow the traveled portion of streets, alleys, and roadways, or the regular walks for pedestrians while on private property, and shall take care in loading of such waste so that the material to be collected is not left upon the private property or upon the streets, alleys, or roadways. Grantee shall return the containers with all properly prepared and legal contents removed and replace the lid thereon. Grantee shall not place any obstructions to traffic in any street or alley while carrying out this franchise. Collections shall be made on the streets and rights of way of the city in a manner which creates the least delay and inconvenience to the public. Grantee will use buckeyes and alleys whenever possible.~~

~~**3.07.230: INSURANCE:**~~

~~Grantee shall obtain and submit certificates of insurance issued by insurers duly licensed by the state of Idaho providing the following coverage:~~

~~A. General liability coverage in the amount of one million dollars (\$1,000,000.00) for bodily injury and/or property damage, per occurrence, with a two million dollar (\$2,000,000.00) aggregate; and~~

~~B. Automobile liability coverage in the amounts of one million dollars (\$1,000,000.00) bodily injury and/or property damage. The city shall be named as an additional insured and shall be defended and indemnified regarding all activities carried out pursuant to the franchise. All policies shall be endorsed to require that the insurer provide at least sixty (60) days' notice to the city prior to the effective date of policy cancellation, nonrenewal or material adverse change in coverage terms. Grantee shall maintain insurance in compliance with this subsection throughout the term of the franchise and provide evidence of such coverage to the city upon request.~~

~~**3.07.240: HOLD HARMLESS:**~~

~~Grantee shall take all reasonable precautions necessary to protect the public from injury and shall defend, indemnify and hold the city harmless from any liability, damages, costs, judgments, expenses, and claims of damages that may arise by reason of any tort claim for bodily or personal injury, disease, death or damage to property resulting directly or indirectly from an act or omission of grantee, its agents, employees, or independent contractors.~~

~~**3.07.250: CANCELLATION IN THE EVENT OF DEFAULT:**~~

~~Either the city or the grantee may cancel or terminate the franchise if the other is in substantial and material violation or default of the franchise and the defaulting party fails to cure the default within sixty (60) days of notification. Notification shall be in writing, sent by registered mail, to the city at 700 Center Avenue, Payette, ID 83661, and to the grantee at 141 N. 20th Street, Payette, ID 83661.~~

~~**3.07.260: INDEPENDENT CONTRACTOR:**~~

~~Both the city and the grantee acknowledge that grantee is an independent contractor and neither party shall make any contrary representations to any other person or entity.~~

~~**3.07.270: CHANGE OF OWNERSHIP OR NUMBER OF VEHICLES:**~~

~~Prior to the effective date of a change of ownership or a change in the number of vehicles which it operates, the grantee shall notify the city in writing.~~

~~**3.07.280: NOT A PARTNERSHIP:**~~

~~Neither the city nor the grantee shall be responsible for the acts, errors or omissions of the other. Nothing herein contained shall be construed as creating a partnership, joint venture, common undertaking or joint concern of any sort.~~

~~**3.07.290: BINDING EFFECT:**~~

~~This franchise shall be binding upon the heirs, assigns and successors of the city and the grantee hereto.~~

~~3.07.300: COST OF PUBLICATION:~~

~~The grantee shall bear the cost of publication of the ordinance codified herein as such publication is required by the laws of the state of Idaho.~~

Section 2. Chapter 8.08 GARBAGE AND REFUSE, in Title 8, HEALTH AND SAFETY, of the Payette Municipal Code is hereby amended as follows:

Chapter 8.08  
GARBAGE AND REFUSE

8.08.010: DEFINITIONS:

For the purposes of this chapter, the following definitions shall apply:

BULKY WASTE: Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for containers for residential customers and in bins for commercial and industrial customers.

BUNDLES: Items not measuring in excess of forty-eight (48) inches in length and fifty (50) pounds in weight, and which are securely fastened together, including, but not limited to, brush, and tree trimmings.

CODE ENFORCEMENT OFFICER: The authorized employee or employees of the City or an individual designated by the Mayor and City Council as having the duty of the enforcement of this Chapter.

COLLECTOR: The person holding a license or contract with the city, or employed and thereby authorized and designated by the city, to collect, handle, transport and dispose of refuse and wastes.

CONTAINER: A large capacity receptacle designed for the collection of solid waste or recyclable materials that are created or accumulated at commercial or multi-family premises with four (4) or more units, including front loading containers, rear loading containers, and roll-off containers; also known colloquially as a dumpster.

GARBAGE: Includes all putrescible waste, except sewage and body waste, including waste accumulation of animal, food or vegetable matter, and including waste that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit and vegetables; and includes all of such wastes or accumulations of vegetable matter of residences, restaurants, hotels and places where food is prepared for human consumption. "Garbage" does not include recognized industrial byproducts, "bulky waste", "construction debris", "dead animals", "hazardous waste", rubbish or "stable matter".

~~INSPECTOR: The authorized employee or employees of the city having, or some individual designated by the council as having, the duty of the enforcement of this chapter.~~

PROHIBITED WASTE:

A. Includes any wastes that have any of the following general characteristics:

1. Extreme temperature;
2. Harmful vapors;
3. The presence of corrosive, flammable, explosive or toxic chemicals;
4. Any materials with physical or other properties which render collection operations hazardous; or
5. Any materials which create a risk to the environment or public health and safety.

B. In addition to wastes with the general characteristics described above, prohibited wastes include:

1. Liquid wastes, both bulk and contained;
2. Tires;
3. Any material regulated by the state of Idaho or the United States environmental protection agency (40 CFR 260-268) as hazardous waste;
4. Any equipment or machines containing refrigerants;
5. Infectious wastes generated from business sources, such as hospitals, clinics, medical, surgical, dental, nursing homes, veterinarian offices, and laboratories. Generators of infectious waste are required to sterilize, package or otherwise process the infectious waste so that it may be collected without hazard to collection personnel and the general public; and
6. Dead animal remains in an amount exceeding ten (10) pounds, excluding animal carcasses if broken down and placed into plastic waste bags and into a lidded, airtight and watertight container

PUTRESCIBLE WASTE: Waste that can decay and stink or become putrid.

REFUSE: Solid wastes, including garbage and rubbish.

RUBBISH: Refuse other than garbage; such as tin cans, bottles, ashes, paper, pasteboard, cardboard or wooden boxes, brush, leaves, weeds, and cutting from trees, lawns, shrubs and gardens, or other waste materials produced in the normal course of doing business or in everyday living. "Rubbish" does not include recognized industrial byproducts.

WASTE: Unwanted solid, liquid or gaseous materials.

**8.08.020: DISPOSAL SYSTEM; USE REQUIRED WHEN:**

A. Mandatory Use Of System: Every owner or occupant of premises within the city limits must use the refuse collection and disposal system provided for in this chapter, and shall deposit or cause to be deposited in accordance with this

chapter all rubbish and garbage that is of such nature that it is perishable or may decompose, or may be scattered by wind or otherwise, and which is accumulated on such premises. All actual producers of refuse, or the owners of premises upon which refuse is accumulated, shall use and be responsible for at least the minimum level of solid waste collection service and associated charges for residential or commercial service, whichever service may apply.

B. Self-Haul: Nothing in this section shall prohibit the personal, limited and occasional hauling of solid waste, recyclable materials, or yard wastes by the producer of waste from the producer's property to an approved Payette County solid waste, recyclable materials, or yard waste collection site. Occasional haulers who haul the waste they generate are not exempt from the mandatory solid waste collection service and payment requirements and are responsible for any associated fees for such collection site services, as applicable.

**8.08.030: DISPOSAL SYSTEM; VEHICLE REQUIREMENTS:**

The actual producers of refuse, or the owners of premises upon which refuse is accumulated, who desire personally to collect and dispose of refuse, or desire to dispose of waste material not included in the definition of refuse or not acceptable for collection, and collectors of refuse from outside of the city who desire to haul over the streets of the city, shall use a vehicle so equipped and operated as to prevent offensive odors escaping therefrom and waste from being blown, dropped or spilled.

**8.08.040: DISPOSAL SYSTEM; ESTABLISHED; LICENSE REQUIRED:**

A. There is established a system of refuse collection, transportation and disposal.

B. It is unlawful to engage in the business of collecting, transporting, hauling or conveying of any refuse over the streets or alleys of the city, or to dump or dispose of the same, unless and until such person is licensed therefor or has a contract therefor as an authorized representative of the city.

C. The mayor and council shall have the sole authority to select and approve all persons who shall enter into a franchise or license agreement; to contract to perform any or all services described in this chapter; to establish reasonable fees, and to establish reasonable rules and regulations governing the conduct and operation of such franchisee, licensee or contractor.

D. The council may require of any such franchisee, licensee, or contractor a bond in a reasonable amount, and the condition of which shall be the satisfactory performance of the contract.

**8.08.050: ACCUMULATION UNLAWFUL:**

It is unlawful for an owner or occupant of any premises to allow, permit or to suffer to accumulate in or about any public or private premises any garbage or tin cans, except in covered containers of an approved type set forth in this chapter, or any other rubbish so as to cause such premises to be or remain in such condition as to create a nuisance or offensive odor, atmosphere or rodent harborage- except that:

1. Waste resulting from construction activities may be accumulated at an active construction site. The waste shall be managed and maintained in such a manner that it will not be blown, washed or carried to adjacent properties. All waste must be removed and disposed properly from the site prior to the end of the construction project

**8.08.060: PROHIBITED ACTS OF DISPOSAL:**

A. Disposal of Waste: No person shall throw, discard or deposit any rubbish, garbage or refuse in or upon any street, alley, sidewalk or vacant ground or in or upon any canal, irrigation ditch, drainage ditch or other watercourse, unless upon express permit granted by the council.

B. Burning And Dumping: It shall be unlawful for any person to burn, incinerate, bury, dump, or in any other manner dispose of solid waste or recyclable materials within city limits.

C. Failure To Utilize Containers Or Wheeled Carts: Except as may be allowed by the special collection provisions of this chapter and/or administrative rules and procedures established or adopted by city council, it shall be unlawful for any person to leave solid waste or recyclable materials at the curb for collection in any receptacle other than a franchisee owned and supplied container or wheeled cart.

D. Prohibited Wastes: Except as may be allowed by administrative rule or procedure established or adopted by city council, it shall be unlawful for any person to deposit or relinquish for collection or disposal any "prohibited waste" as defined herein. Customers who create or accumulate prohibited waste shall make appropriate arrangements to properly and safely collect and dispose of such waste.

E. Overloading Containers Or Wheeled Carts: It shall be unlawful for any person to load a container or wheeled cart beyond its maximum volume or weight capacity, or in a manner which is unstable or likely to cause damage, cause littering, or impact the public health or safety. All solid waste and recyclable materials must fall freely when emptied.

~~8.08.070: CONTAINERS; CONSTRUCTION REQUIREMENTS; SANITARY MAINTENANCE:~~

~~Containers at one-family and two-family dwellings shall be a ninety five (95) gallon roll cart which has been approved by the city and supplied by the collector.~~

~~Containers at multiple-family dwellings shall have at least a one-half ( $1/2$ ) cubic yard capacity for each dwelling unit, unless a smaller capacity is approved by the collector. The containers shall be constructed of twelve (12) or fourteen (14) gauge steel and have lids covering the same. Front loading containers shall have wheels or skids, steel channels to enable loading with a hydraulic lift, and shall have a capacity from two (2) to ten (10) cubic yards. Rear loading containers shall have four (4) wheels, steel bars to enable loading with a hydraulic lift and shall have a capacity from one to three (3) cubic yards. All such containers shall be subject to the approval of the collector.~~

~~Residential users may elect to use garbage receptacles approved by the mayor and city council, which receptacles are capable of being picked up by a franchisee of the city with equipment designed to be compatible with that container.~~

**8.08.080: CONTAINERS; USE:**

All garbage shall be drained free of liquids before it is placed in the container. No free liquids shall be placed in the container. Lids of such containers shall not be removed except when necessary to place garbage and rubbish in such containers or to take the same therefrom and shall be immediately replaced by the person removing the same.

**8.08.090: HANDLING OF CERTAIN KINDS OF RUBBISH; COMPOST PILES:**

A. Rubbish consisting only of cardboard or wooden boxes and/or brush, leaves, weeds and cuttings from trees, lawns, shrubs and gardens, shall be deposited in garbage containers; provided by the licensed collector.

B. Compost piles may be maintained for fertilization purposes, and matter used for fertilization purposes only may be transported, kept and used; provided, that the same shall not constitute a nuisance.

C. Nothing in this section shall be construed so as to permit the violation of any rule or regulation of the fire department.

**8.08.100: COLLECTION; SCHEDULE; PLACEMENT; REASONABLE AMOUNTS:**

A. Rubbish and garbage shall be collected from all premises within the city at least once each week. Such premises wherein large accumulations of garbage occur may be classified separately with more frequent collection from such premises. The ~~council~~ licensed collector shall establish a schedule of collection, and the owner or occupant of all premises within the city shall place all refuse at the street curb, at the inside edge of the sidewalk where the sidewalk is adjacent to the curb, or front property line adjoining the public road or right of way and not in the alley line of said premises upon the day scheduled for pick up for such premises, but shall not be so placed except on collection days.

B. The licensed collector shall collect a reasonable accumulation of refuse during a collection period but shall have the authority to refuse to collect unreasonable amounts.

**8.08.110: COLLECTION; FEES:**

A. Fees and rates for collection of refuse at residences shall be a fee set by resolution per dwelling unit per month, ~~payable by the owner of the premises.~~  
~~Other rates are set as follows:~~

~~A. A fee set by resolution for rental of a ninety-five (95) gallon cart per month.~~

~~B.~~ Commercial rates are set by resolution of the Council and billed and collected by the licensed collector.

~~There will be an additional charge if container is overloaded or overweight of one hundred fifty (150) pounds per cubic yard.~~

~~C.B.~~ ~~The fees for other premises from which refuse is collected shall be set by negotiation and contract between the city and the owner or occupant.~~ No charge will be made during the time the premises are vacant and no refuse is collected therefrom; provided, which period of time is not less than thirty (30) days and water service is turned off at the premises; and provided further, that notice of such vacancy shall be given in writing to the clerk prior to such vacancy.

~~D. The fees shall be subject to modification, upon application to the council by the owner or occupant, in all cases where fees so established shall be unjust or oppressive.~~

**8.08.120: COLLECTION; BILLING AND PAYMENT PROCEDURE:**

A. Fees for residential refuse collection service shall be carried on the water bills, wherever applicable, and the ~~water department~~ City is authorized and directed to discontinue services to any premises where the entire ~~water and~~ refuse collection bill is not paid, in the same manner that service is discontinued for nonpayment of a water bill.

~~B. All fees shall be paid by the person responsible for the same at the office of the city clerk within ten (10) days after receipt of a statement and, if not paid, the same shall become delinquent, and after sixty (60) days' delinquency, a charge as set by resolution shall be added to the account. For failure to pay such charge, the city may levy a special assessment against the premises, in such amount and in such manner as other special assessments are levied, and foreclose the same in the manner provided for the foreclosure and collection of other special assessments.~~

~~**8.08.130: COLLECTION; DISPOSITION OF FEES:**~~

~~All fees and charges provided for in sections 8.08.110 and 8.08.120 of this chapter, when collected, shall be placed in the utility fund and paid into the general fund of the city.~~

~~**8.08.140: DISPOSAL; SITE; SUPERVISION:**~~

~~The disposal of all refuse collected, pursuant to the provisions of this chapter, shall be in the city dump and under the supervision of the city superintendent.~~

**8.08.150: OFFICERS' RIGHT OF INSPECTION:**

All appropriate officers of the city shall have the right of ingress to or egress from any premises for the purpose of inspecting all places and containers where rubbish or garbage is accumulated or kept.

~~**8.08.160: LICENSING AND CONTRACTING; SOLE AUTHORITY OF MAYOR AND COUNCIL:**~~

- ~~A. The mayor and council have the sole authority to do the following:~~
- ~~1. License, to grant franchises, contract or perform all services pertaining to sanitary collection and disposal of garbage and rubbish under this chapter.~~
  - ~~2. To establish reasonable fees for licenses.~~
  - ~~3. To enter into contracts with one or more contractors.~~
  - ~~4. To establish reasonable rules and regulations governing the conduct and operation of such licensees or contractors.~~

~~B. The council may require of any such collector or contractor a bond in a reasonable amount, the condition of which shall be the satisfactory performance of the contract.~~

~~**8.08.170: MATERIALS NOT ACCEPTABLE FOR COLLECTION:**~~

~~Dirt or earth debris from construction or lawn renovation, rocks, stones, automobile bodies and parts, dead animals too large to be handled by one man, and building materials, such as masonry, plaster, scrap lumber and wood shavings, are not acceptable for collection, and such items shall be collected and disposed of by the building contractor, owner or occupant of the premises.~~

**8.08.180: NONAPPLICABILITY TO SPECIAL COLLECTIONS:**

Nothing in this chapter shall be construed in any manner to affect special collections ordered by the council or proclaimed by the mayor.

**8.08.190: GARBAGE HAULING BY FRANCHISEE:**

No person, other than a franchisee of the city, shall solicit to haul, or haul from any residential or commercial user within the city, any refuse, garbage or recyclable material. Nor shall any person remove or recycle any material from any garbage can, dumpster or refuse receptacle serviced by any franchisee of the city without the consent of the franchisee.

~~**8.08.200: MAINTAINING WASTE CONTAINERS AND CONTAINER AREA:**~~

~~A producer or generator of waste shall be responsible for maintaining waste cans and containers and shall maintain the area around such cans and containers in a clean or sanitary condition. If a waste producer allows an unsanitary condition to exist in or around his refuse cans or containers, the franchisee, after ten (10) days' notice to the producer that an unsanitary condition exists, may assume responsibility for cleanup and bill the producer directly for the contractor's costs and expenses incurred in the cleanup. Notice shall be given to the city clerk. The producer shall be responsible for paying the city's franchisee for any cleanup that is necessitated as a result of that producers not complying with this chapter.~~

**Section 3.** This Ordinance may be published in summary form allowed by Idaho Code.

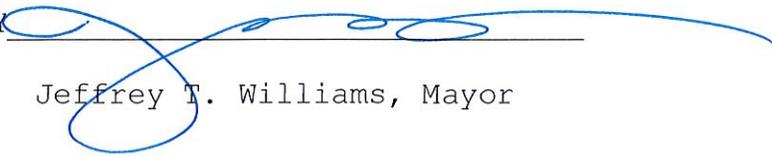
**Section 4.** This Ordinance shall be in full force and effect immediately upon passage and publication as required by the laws of the State of Idaho.

**Section 5.** Any ordinances or resolutions which are in conflict with this Ordinance are hereby repealed, but only insofar as the conflict exists.

**Section 6.** If any portion of this Ordinance should be found to be unconstitutional or unenforceable for any reason, the remainder of the Ordinance shall be applied to effectuate the purposes of this Ordinance.

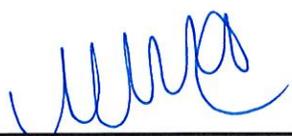
PASSED and APPROVED by the Mayor and City Council of the City of Payette, Idaho this 4<sup>th</sup> day of November, 2019.

CITY OF PAYETTE, IDAHO

BY 

Jeffrey T. Williams, Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk