

## CHAPTER 153

### RUBBISH REMOVAL

**153.01 Purpose.** The purpose of this Chapter is to protect the public health, safety and welfare of the residents of the City of Chisago City (the "City) by enacting a rubbish removal ordinance which:

- (a) Establishes minimum standards and a system for the collection and disposal of rubbish and garbage from City residences and commercial establishments.
- (b) Establishes a license procedure and license agreement for both commercial and residential refuse haulers.
- (c) Requires residential refuse hauler licensees to provide recyclable collection service.
- (d) Requires that all licensed haulers use county supported landfill and /or transfer stations.

**153.02 License Required.** No person shall collect or haul garbage or refuse within the City without first having received a license as hereinafter provided except that no license is required for the intermittent collection of refuse from construction projects. The City may issue the following licenses: (1) not more than two (2) exclusive licenses to persons or firms that give that person or firm the right to collect refuse from all commercial properties within the City. (2) not more than three (3) exclusive licenses to persons or firms to collect refuse from all residential properties within the City. The number of haulers maybe reduced to two if the route area or accounts are sold to one of the remaining licensed haulers. Licenses are not automatically renewable and all licensees must apply for renewal at the expiration of the license term in the manner described below. Licenses may not be transferred, sold or assigned by the licensee without the written consent of the City which consent may be withheld for any or no reason.

**153.03 License Application.** Licenses shall be granted by resolution of the City Council on or before the end of the current license year, provided that the City may extend this deadline for good and sufficient cause. All applications for licenses are due by September 1<sup>st</sup> of any year prior to the expiration of a license term on a form provided by the City Administrator. Applications shall be submitted to the City Administrator by such date together with all required supporting documentation and nonrefundable fee for processing such application as set from time to time by resolution of the City Council. Failure to

submit the application by the due date or the submission of an incomplete application is grounds for denial of a license. The City reserves the right to alter the application process at any time by resolution of the City Council. The applicant shall submit required documentation with the application which may include, but not limited to the solicitation of bids, requests for proposals, evidence of acceptable insurance, and workers compensation insurance.

**153.04 Fees.** No license shall be issued or if issued shall be valid under this Chapter until the appropriate annual license fees have been paid in full. Annual fees shall be set from time to time by the City Council by resolution or approved annual fee schedule. No portion of the fee for such license will be refundable upon the termination of the license or license agreement for any licensee.

**153.05 License Term.** Unless revoked by the City pursuant to Section 155.06 or otherwise provided herein, the term for an exclusive license and the term of any license agreement required by Section 153.07 of this Ordinance shall run for a period of five (5) years on a calendar year basis. The term shall start on January 1, 2020 and can be extended on additional five year term by the city. Provisional licenses and the corresponding license agreements for such provisional licenses granted pursuant to 153.02 of this Chapter shall have a term which will expire at the end of the then issued exclusive licenses. Licenses and the License Agreement shall remain in force until such time as: (1) the term of such license shall expire without the City's granting a request to review such license; or (2) either the City or the licensee gives ninety (90) days written notice of their intent to withdraw from said license agreement; or (3) upon thirty (30) days written notice from the City to the licensee of a violation of the license agreement and the failure of the licensee to correct the violation within the thirty (30) days.

**153.06 Basis For Denial or Revocation of License.** The City may deny or revoke a license under this Chapter to any applicant for an exclusive or provisional license for any one or more of the following grounds:

**Subd. 1.** The unavailability of an exclusive or provisional license because such license has been issued to and is currently held by a licensee;

**Subd. 2.** The applicant has been convicted within the past five (5) years of any violation of a Federal, State or local law, ordinance or other regulation relating to the collection, transportation or disposal of commercial or residential solid waste including, but not limited to, collection or disposal of hazardous waste.

**Subd. 3.** The applicant has had a license to collect refuse issued by the City, County, State or any other agency revoked within the preceding twenty-four (24) months preceding the date of the application or at any time during the license term.

**Subd. 4.** The applicant has failed to provide the information and documentation required of applicants under this Chapter or has provided false or misleading information or documentation or has failed to inform the City of any license revocation referred to in Subd. 3 above.

**Subd. 5.** The licensee has failed to abide by or comply with the terms and conditions of the license agreement required hereunder.

**Subd. 6.** The applicant fails to execute the license agreement required by Section 153.07 within the time period provided therein.

**Subd. 7.** The City determines in its reasonable discretion that the issuance of a license to such applicant would be contrary to the spirit and intent of this Chapter or not in the best interests of the City or its residents. If a license is mistakenly issued or renewed it may be revoked by the City upon the discovery that the licensee was ineligible for the license under this Chapter.

**153.07 License Agreement.** Within two (2) weeks of the City's approval of a license, an exclusive or provisional licensee agrees to execute a license agreement provided by the City containing at least the following provisions:

**Subd. 1.** Garbage and trash shall be collected in a covered and odor free truck and disposed of at East Central Solid Waste facility in Mora Minnesota or its approved transfer stations.

**Subd. 2.** Refuse at residential properties shall be collected from the boulevard adjoining the curb of the individual property a minimum of once every week, between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday. Saturday pick up will be allowed on a limited basis from 8am to 4 pm excluding holidays and inclement weather.

Commercial property may be collected Monday through Friday starting at 4am in area that located with a commercial district. No commercial route shall begin before 6 am on Saturdays.

**Subd. 3.** Residential refuse hauler licensees shall provide recyclable collection service to its residential customers as follows:

- (a) The recyclable collection service shall include the collection of all recycling from residential dwelling units serviced by such licensee within the City whether pursuant to a provisional or exclusive license.
- (b) The licensee shall designate and shall collect the recyclable materials a minimum of once every two (2) weeks and between the hours of 6:00 a.m. and 6:00 p.m., only on Monday through Friday.

- (c) Recyclable materials shall be collected by the licensee from the boulevard adjoining the curb on the designated day of collection.
- (d) Recyclable materials shall include materials approved and agreed to by the City and the licensee but shall not include compost or hazardous wastes.

**Subd. 4.** During the period of the license agreement the licensee shall carry automobile liability insurance, public liability insurance and property damage insurance all with a combined single limit of \$1,000,000.00 and shall deliver to the City of Chisago City a Certificate of Insurance naming the City as an additional insured thereon "as its interest may appear" and requiring at least thirty (30) days notice to the City of revocation or termination of such insurance.

**Subd. 5.** The licensee shall take all precautions to protect the public against injury and to hold the City harmless from all damages and claims that may arise by reason of the negligence of the licensee, its agents, or employees while engaged in the performance of the license agreement and will indemnify the City of all claims, liens, expenses, and against all loss by reason of failure of the licensee to fully perform all obligations of the license agreement.

**Subd. 6.** The licensee shall comply with all federal, state, county, and local laws and regulations.

**153.08 Design of Equipment.** All trucks, motor vehicles or trailers used by the licensee shall be watertight so as not to allow the leakage of liquids or refuse while hauling such materials and shall be covered with a metal covering to prevent the scattering of its contents upon the public streets or public or private properties in the City. Any equipment related fluids that are deposited on to city right or way by negligence or malfunction shall be the sole cost of the licensee to reimburse for cleanup.

**153.09 Enforcement.** The City will, to the extent allowed by law, enforce the exclusivity of any license or licensee agreement. Without limiting any other remedy available under applicable law, the City may revoke the license of any licensee who fails to maintain compliance with this Chapter.

**153.10 Effective Date.** The provisions of this Chapter 153 shall take effect upon its passage and publication as provided by Minnesota Statute.