

Title 18

REFUSE, GARBAGE AND WEEDS

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CHAPTER 1. IN GENERAL**Sec. 18-101. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Can, when used as a noun and not as a verb, means the sturdy solid-walled barrel-type receptacle with an attached tightfitting lid furnished to the customer by the Town which conforms to the specifications and requirements of the Town Public Works Commissioner, or his designee, in which garbage may be deposited pending collection by the Town. Cans may be of various capacities. Cans are the property of the Town and remain the property of the Town while being used by the customer.

Customer means a person or entity receiving garbage collection service from the Town, whether such service is provided inside or outside the municipal boundaries of the Town.

Debris, refuse, rubbish, junk and waste matter, whether such terms are used individually or collectively, shall have their commonly understood definitions and meanings, and shall include garbage and such other items, materials, liquids or things which the Town will not accept for collection and/or disposal at the Town sanitary landfill but which are commonly understood to be debris, refuse, rubbish, junk and/or waste matter.

Garbage means debris, refuse, rubbish, junk and waste matter, as said terms are commonly defined and understood, and which the Town will accept for collection and/or disposal at the Town sanitary landfill. If the Town will not accept an item, material, liquid or thing for collection and/or disposal at the Town sanitary landfill, then such item, material, liquid or thing shall not constitute garbage under the provisions of this chapter.

Service location means the property, place or premises from which garbage is collected by the Town for a customer, such as a residence, business or public facility. An individual customer may receive garbage collection service from the Town at multiple separate service locations. For example, each mobile home space receiving separate and individual garbage collection service in a mobile home park would be a service location, even if all of the charges for collection from each service location (mobile home space) were billed by the Town to a single customer, such as the owner/landlord of the mobile home park. However, in contrast, if separate and individual garbage collection service was not provided to each space in a mobile home park, but rather a large capacity can was provided by the owner/landlord of the mobile home park for the collective use by the tenants, then the mobile home park would be the service location (as opposed to each space therein).

Town sanitary landfill means the sanitary landfill operated by the Town and which is located in Lot 4, SE ¼ SW ¼, NE ¼ SW ¼, and NW ¼ SE ¼ all in Section 30, Township 50 North, Range 66 West of the 6th PM, Crook County, Wyoming.
(Ord. No. 4-2009, § 1(18-101), 11-23-2009)

Sec. 18-102. Determination as to what constitutes garbage; placing non-garbage items for collection; penalty.

(a) The Town Public Works Commissioner, or his designee, shall have the authority to determine, from time to time, what items, materials, liquids and things that the Town will not accept for collection and/or disposal at the Town sanitary landfill, and shall have the authority to establish restrictions and conditions for the collection and/or disposal of specific types of garbage at the Town sanitary landfill.

(b) The Town Public Works Commissioner, or his designee, shall keep and maintain a current written statement listing the items, materials, liquids or things which will not be accepted for collection by the Town and/or disposal at the Town sanitary landfill, and also a current written statement specifying restrictions and conditions for the collection of garbage by the Town and/or disposal of specific types of garbage at the Town sanitary landfill. Copies of these written statements shall be kept and made available for public inspection at the Town Administration Office and at the Town Sanitary Landfill Office, and public notice of any changes thereof shall be given by publication in a newspaper of general circulation within the Town one (1) time prior to the effective date of any such change.

(c) It shall be unlawful for any person to place for collection by the Town in a can or otherwise, or to place, deposit or dispose of or attempt to place, deposit or dispose of at the Town sanitary landfill any item, material, liquid or thing which the Town Public Works Commissioner, or his designee, has determined will not be accepted for collection by the Town and/or disposal at the Town sanitary landfill.

(d) Violation of Subsection (c) of this section constitutes a misdemeanor and is punishable by a fine of up to seven hundred fifty dollars (\$750.00).
(Ord. No. 4-2009, § 1(18-102), 11-23-2009)

Sec. 18-103. Keeping, dumping and accumulating garbage, refuse, rubbish and waste matter with the Town; penalty.

(a) It shall be unlawful for any person to permit or allow garbage or any other debris, refuse, rubbish, junk or waste matter, whether or not the same is classified as garbage as provided in this chapter, including animal and human excrement, to accumulate on property owned, occupied or under his control within the Town in such a manner that same becomes unsightly, creates an offensive odor, creates a health hazard, or creates an environmental contamination hazard.

(b) It shall be unlawful for any person to dump, throw, place, leave or deposit any garbage or any other debris, refuse, rubbish, junk or waste matter, whether or not the same is classified as garbage as provided in this chapter, including animal and human excrement, upon any private property within the Town not belonging to, occupied by or under the control of such person without the express permission of the owner, occupant or person in control of such property.

(c) It shall be unlawful for any person to dump, throw, place, leave or deposit any garbage or any other debris, refuse, rubbish, junk or waste matter, whether or not the same is classified as garbage as provided in this chapter, including animal and human excrement, upon any public property within the Town; provided, however, that this subsection shall not apply to the disposal of garbage in the Town sanitary landfill or to depositing garbage in public garbage collection cans available for public use.

(d) Violation of Subsection (a), (b) or (c) of this section constitutes a misdemeanor and is punishable by a fine of up to seven hundred fifty dollars (\$750.00).

(Ord. No. 4-2009, § 1(18-103), 11-23-2009)

Sec. 18-104. Who may collect and transport garbage within the Town for compensation; penalty.

(a) It shall be unlawful for any person, except for the Town and its employees and agents, to collect, remove, transport or haul garbage within the Town for compensation or to hold himself out for hire to collect, remove, transport or haul garbage within the Town for compensation; excluding, however, the collection, removal, transporting and hauling of:

- (1) Garbage, debris, refuse, rubbish, junk and waste matter which the Town will not collect;
- (2) Debris and refuse developing from the construction, repair, remodeling or demolition of structures;
- (3) Human and animal excrement; and
- (4) Lawn and garden debris and refuse such as grass clippings, sticks, dead vegetation, leaves and rocks.

(b) Violation of this section constitutes a misdemeanor and is punishable by a fine of up to seven hundred fifty dollars (\$750.00).

(Ord. No. 4-2009, § 1(18-104), 11-23-2009)

Sec. 18-105. Transporting garbage, refuse, rubbish and waste matter within the Town; penalty.

(a) It shall be unlawful for any person to transport, carry or haul upon any public roadway or alley within the Town any garbage or any other debris, refuse, rubbish, junk or waste matter, whether or not the same is classified as garbage as provided in this chapter, and including animal and human excrement, without the same being covered, enclosed, contained or otherwise secured in such a manner as to ensure containment during transport.

(b) Violation of this section constitutes a misdemeanor and is punishable by a fine of up to seven hundred fifty dollars (\$750.00).

(Ord. No. 4-2009, § 1(18-105), 11-23-2009)

Sec. 18-106. General requirements for Town garbage collection service; penalty.

(a) Unless otherwise specifically approved by the Town Public Works Commissioner or his designee, cans furnished by the Town are the only receptacles from which the Town will collect garbage.

(b) Garbage not contained inside a can will not be collected by the Town, except that, for items of garbage which are too large to fit inside the customer's can or which are prohibited by this section from being placed in the customer's can, special arrangements may be made at the Town Administration Office for the Town to collect said items for a special fee as provided in this chapter.

(c) The following items shall not be placed in a can for collection by the Town: concrete blocks, rocks, pieces of concrete, wood blocks, lumber, steel or iron pipe, pieces of steel or iron, or other similar solid hard objects, if same are larger than six (6) inches long, six (6) inches wide or six (6) inches tall, and sod which is larger than twelve (12) inches long, twelve (12) inches wide or twelve (12) inches tall.

(d) Ashes from fireplaces, furnaces, stoves and other sources placed in a can must be contained in a sturdy closed plastic bag and must be cold.

(e) Garbage of a type having a tendency to adhere to the inside of a can (such as food waste, damp lawn clippings and other damp and/or sticky garbage) must be contained in a sturdy closed plastic bag when placed in a can.

(f) Garbage of a type having a tendency, due to light weight, to disburse in windy conditions (such as Styrofoam packing pellets) must be contained in a sturdy closed plastic bag when placed in a can.

(g) Can lids must be kept closed at all times except when garbage is being placed in the can or collected from the can. The Town may refuse to collect garbage from any can if the attached lid is not fully closed so that the lid contacts the entire top opening of the can. All garbage must be contained within the can and not extend beyond the top opening of the can, thereby not obstructing the lid of the can from fully closing.

(h) The Town will not collect garbage from any can which weight exceeds the lifting capacity of the Town's garbage collection truck.

(i) Every customer shall keep and maintain the area surrounding his can in a clean and neat manner and shall not allow garbage to accumulate on the ground in the area.

(j) The Town Public Works Commissioner, or his designee, shall for each customer designate where said customer's can must be placed for collection of garbage therefrom. Unless otherwise directed by the Town Public Works Commissioner, or his designee, the front of the can must face directly toward the street, roadway or alley from which the Town's garbage collection packer truck will pick up the can (the arrows imprinted on the can must point directly toward the street, roadway or alley).

(k) Where the point of collection for a customer's can is located on or along a public street, roadway, or alley, or any part or portion thereof, the can must be removed from the public right-of-way into private property no later than 8:00 p.m. on the day of collection, and shall not be placed back on the point of collection earlier than 5:00 p.m. on the day before the day of collection; provided, however, that this subsection shall not apply to two hundred (200) gallon capacity or larger cans that do not have attached wheels.

(l) Violation of Subsections (e) through (g), (i) and (k) of this section constitutes a misdemeanor and is punishable by a fine of twenty-five dollars (\$25.00). Violation of Subsection (c) or (d) of this section constitutes a misdemeanor and is punishable by a fine of up to seven hundred fifty dollars (\$750.00).

(m) The Town reserves the right, in the discretion of the Town Public Works Commissioner, or his designee, to refuse to collect garbage from any customer who is not in full compliance with the provisions of this section or with any other section or provision of this chapter.

(Ord. No. 4-2009, § 1(18-106), 11-23-2009)

Sec. 18-107. Ownership of cans; theft and damage of cans; interference with cans; unauthorized use of cans; penalty.

(a) Cans shall be furnished to garbage collection service customers of the Town upon commencement of garbage collection service as part of the garbage collection service. At all times, the Town shall be and remain the lawful owner of the cans, and the customer shall not acquire any property ownership interest therein. Each can so furnished shall be assigned to the customer for use by the customer, or his designees, for the deposit of garbage for collection by the Town. Acceptance of Town garbage collection service by a customer constitutes an agreement and consent by the customer for the Town to go upon the customer's property to retrieve the Town's cans at any time, without prior notice, and to enter upon enclosed areas and/or structures located upon the customer's property for the purpose of retrieving the Town's cans.

(b) Cans which are stolen or damaged while in service shall be replaced by the Town without additional cost to the customer, with the following exceptions:

- (1) The customer or another acting with the customer's knowledge steals the can; or
- (2) The customer or another using the can to dispose of garbage with the customer's knowledge damages the can through abuse or misuse.

In the event of theft or damage occurring under either of the exceptions specified in this subsection, the Town shall not replace the stolen or damaged can and shall discontinue all garbage collection service to the customer at the service location until such time as full restitution is paid by the customer to the Town for the stolen or damaged can.

(c) It shall be unlawful for any person other than the customer, or his/her designee, to intentionally overturn or tip over, open the attached lid, or move said customer's can; provided, however, that this provision shall not apply to employees or agents of the Town. Violation of this subsection constitutes a misdemeanor and is punishable by a fine of up to seven hundred fifty dollars (\$750.00).

(d) It shall be unlawful for any person other than the customer, and those persons authorized by the customer, to deposit any garbage, debris, refuse, rubbish, junk or waste matter in said customer's can. This subsection shall not apply to cans placed by the Town on public property, such as public parks, unless specifically and clearly designated by visible signage that such cans are not for public use, in which event it shall be unlawful for any person except employees or agents of the Town to deposit therein any garbage, debris, refuse, rubbish, junk or waste matter. Violation of this subsection constitutes a misdemeanor and is punishable by a fine of one hundred dollars (\$100.00).

(Ord. No. 4-2009, § 1(18-107), 11-23-2009)

Sec. 18-108. Deposit for garbage collection service.

(a) Every person, prior to receiving garbage collection service from the Town at any service location, shall deposit with the Town Clerk/Treasurer the sum of one hundred dollars (\$100.00) for service to each service location; provided, however, that a customer's water and/or sewer service deposit posted with the Town in accordance with the applicable provisions of this Code shall also serve as a garbage collection deposit as required by this section. Whenever garbage collection service is discontinued, any balance due to the Town for garbage collection service, together with penalty, if any, and together with any restitution due to the Town to replace or repair stolen or damaged cans under the provisions of this chapter, if any, shall be deducted from the deposit and the balance, if any, refunded to the customer (less any amounts due to the Town for unpaid water and/or sewer service charges, penalties and costs as provided in this Code). Except as otherwise provided in this section, once garbage collection service is discontinued to any service location, such service shall not be provided to that service location until the deposit required in this section is paid in full to the Town. In the event that all or part of a customer's deposit should be applied by the Town toward the payment of restitution due to the Town to replace or repair stolen or damaged cans under the provisions of this chapter, or toward the payment of the customer's delinquent water and/or sewer service charges, penalties and costs as provided in this Code, then the customer's garbage collection service shall be discontinued by the Town until such time as the deposit required in this section is paid in full to the Town, regardless of whether the customer is or is not delinquent in the payment of his garbage collection service charges.

(b) If a customer has not been delinquent in the payment of his garbage collection service charges, has not been required to pay restitution to the Town to replace or repair stolen or damaged cans under the provisions of this chapter, and also has not been delinquent in the payment of his water and/or sewer service charges (if the customer receives water and/or sewer service), for twelve (12) consecutive months, then the customer's deposit shall be refunded, without interest, to the customer. If for any reason the customer's garbage

collection service, water service and/or sewer service should be subsequently discontinued (terminated) by the Town, then said person shall be required to post a deposit as required in this section before garbage collection service shall be provided, which deposit shall be refunded, without interest, to the customer if the customer has not been delinquent in the payment of his garbage collection service charges and his water and/or sewer service charges (if the customer receives water and/or sewer service), and the customer has not been required to pay restitution to the Town to replace or repair stolen or damaged cans under the provisions of this chapter, for twelve (12) consecutive months thereafter.

(c) A customer who has been receiving garbage collection service, water service and/or sewer service furnished by the Town and has not been delinquent in the payment of his applicable service charges and has not been required to pay restitution to the Town to replace or repair stolen or damaged cans under the provisions of this chapter for the previous twelve (12) consecutive months shall not be required to post the deposit required in this section before being provided garbage collection service to any service location.

(Ord. No. 4-2009, § 1(18-108), 11-23-2009)

Sec. 18-109. Charges for garbage collection by the Town.

(a) Basic rates for the collection, removal transporting and disposal of garbage by the employees and agents of the Town shall be as follows:

(1) *Outside the Town limits.*

- a. *Ninety-five (95) gallon capacity cans.* The monthly garbage service collection charge for ninety-five (95) gallon capacity cans outside the Town can for one (1) collection per week per can shall be established by resolution of the Town Council.
- b. *Three hundred (300) gallon capacity cans.* The monthly garbage service collection charge for three hundred (300) gallon capacity cans collected outside the Town shall be established by resolution of the Town Council.
- c. *Additional collection charges.* A customer may request additional collections of garbage by the Town. The charges for each additional collection of a customer's cans shall be established by resolution of the Town Council.

(2) *Within the Town limits.*

- a. *Ninety-five (95) gallon capacity cans.* Fees shall be established by resolution of the Town Council.
- b. *Three hundred (300) gallon capacity cans.* Fees shall be established by resolution of the Town Council.
- c. *Charges for special collections.* For items of garbage which are too large to fit inside a customer's can or are prohibited from being deposited in a customer's can under the provisions of this chapter, special arrangements may be made by the customer with the Town to pick up said items. The charge for such special collections shall be set by the Town Public Works Commissioner, or his designee,

in an amount sufficient to compensate for the actual costs of collection. Prior to collection, the customer or his representative shall sign a Town work order thereby acknowledging the customer's agreement with the amount to be charged by the Town for the special collection requested by the customer.

(b) Any garbage service customer receiving garbage service to his or her residence within the Town limits who meets all of the following requirements shall receive a fifty (50) percent reduction from the garbage collection rates specified in Subsection (a) of this section for garbage service provided to the customer's primary residence with the Town limits:

- (1) Be sixty-five (65) years of age or older or be certified as totally disabled by the United States Social Security Administration, United States Veterans Administration, or other governmental agency; and
- (2) Present evidence showing that the customer's household gross income was less than two hundred twenty-five (225) percent of the Federal Poverty Guideline for one (1) person or for two (2) persons if the household has more than one (1) person, for the year immediately prior to the one in which the customer seeks to claim the water rate reductions provided in this Subsection (b). For the purposes of this subsection, gross income does include the aggregate of the total earnings of minor children under the age of eighteen (18) years; and
- (3) Be the owner or co-owner or lessee or co-lessee of the residence to which garbage service is provided and show that the customer is the sole source of support of the individuals constituting the household subject to the qualifications of Subsection (b)(2) of this section, with the term "household" meaning a group of individuals who regularly reside together in the residence receiving the garbage service; and
- (4) Submit the information required in this subsection to the Town Clerk/Treasurer in January of each calendar year for certification of the customer's eligibility as a senior citizen or disabled person for purposes of the rate reduction provided in this subsection for the remainder of that calendar year. The income limit shall be updated each January when the Federal Poverty Guidelines are established and shall apply for that calendar year, and the rate reduction provided for in this Subsection (b) shall be reviewed each subsequent January.

(c) Any customer who has been denied a reduction in garbage collection rates under this section may file an appeal to the Town Council for their consideration of his/her request, provided the appeal is filed in writing with the Town Clerk/Treasurer, setting forth the basis for reconsideration, with all supporting material to support the customer's claim of eligibility, within ten (10) calendar days from the date the customer received notice of the denial of his/her request. Upon the receipt of a properly filed appeal, the Town Council shall review the original application of the customer, the Town public file on the application, if any, and any other material the customer may file with his/her appeal and shall render their decision within 30 days of the receipt of the appeal. The Town Council may waive the income requirements in Subsection (b)(2) of this section for a customer who is sixty-five (65) years of age or older whose household gross income exceeded the maximum allowed in the past year,

but who has thereafter become disabled, and whose household gross income is currently less than the maximum allowable limit in the present year; or for a customer who is under sixty-five (65) years of age whose household gross income exceeded the maximum allowed in the past year, but who has thereafter become totally disabled and whose total disability is certified by the United States Social Security Administration, United States Veterans Administration or other governmental agency, and whose household gross income is currently less than the maximum allowable limit in the present year.

(Ord. No. 4-2009, § 1(18-109), 11-23-2009; Ord. No. 11-2017, § 1, 12-11-2017; Ord. No. 2-2019, § 1, 3-25-2019; Ord. No. 7-2022, § 1, 8-8-2022)

Sec. 18-110. Billing for garbage collection service; delinquency.

- (a) (1) The charges for furnishing garbage collection service (basic, additional and special, as provided in this chapter) shall be billed on a monthly basis to each customer thereof. Such billing statements shall be mailed by first class United States mail to the last known mailing address as provided by the customer. The amount shown on each monthly billing statement for garbage collection service shall be due and payable to the Town in full within forty-five (45) days from the date the statement was mailed to the customer. If any such bill is not paid in full within the forty-five (45) day period, then the bill shall be deemed to be delinquent; any and all other amounts billed for garbage collection service shall become immediately due and payable regardless of whether such other billed amounts are delinquent; a twenty dollar (\$20.00) late charge shall be assessed and added to the customer's delinquent bill; and if the customer fails to pay such delinquent bill and late charge, together with all other amounts billed for garbage collection service, regardless of whether such other amounts are delinquent, in full within seven (7) days from the date a notice of delinquency is mailed to the customer, then the customer's garbage collection service as furnished by the Town shall be subject to be discontinued without further notice. In the event garbage collection service is discontinued due to delinquency, such service shall not be restored by the Town until such time as the customer has paid in full the delinquent bill, the twenty dollar (\$20.00) late charge and all other amounts billed for garbage collection service, regardless of whether such other amounts are delinquent; and paid the current garbage collection service deposit in full as specified and provided in this chapter.
- (2) A notice of delinquency shall be sent to the customer if the customer's bill is not paid in full within forty-five (45) days after the billing statement is mailed to the customer. The notice of delinquency shall be mailed by first class United States mail to the last known mailing address as provided by the customer, and shall notify the customer that:
- a. The customer's bill is delinquent;
 - b. A twenty dollar (\$20.00) late charge is assessed and added to the delinquent bill;

- c. If the customer believes that the subject bill has been paid or that the customer never received the subject bill, then the customer should immediately so notify the Town Clerk; and
- d. If the customer fails to pay such delinquent bill and late charge, together with all other amounts billed for garbage collection service, regardless of whether such other billed amounts are delinquent, in full within seven (7) days from the date the notice of delinquency was mailed to the customer, then the customer's garbage collection service as furnished by the Town will be subject to be discontinued without further notice.

(b) If the customer is delinquent in the payment of his water and/or sewer service charges and at the same time is delinquent in the payment of his garbage collection service charges, only one (1) late charge of twenty dollars (\$20.00) will be assessed.

(c) Once garbage collection service has been discontinued to a service location due to delinquency in the payment of service charges, service shall not be restored to said service location until the delinquent charges, late charge, deposit and all other amounts required to be paid pursuant to this chapter have been fully paid except in the following situations:

- (1) A person other than the delinquent customer has applied for service, and such person acquired ownership of the serviced location from the delinquent customer, and such acquisition of ownership was the product of an arm's length and bona fide transaction for valuable consideration, and the delinquent former owner does not exercise any dominion or control whatsoever over the serviced location; or
- (2) The delinquent customer is a former renter of the serviced location and the new renter applies for service; provided, however, that the delinquent former renter does not exercise any dominion or control whatsoever over the serviced location.

(Ord. No. 4-2009, § 1(18-110), 11-23-2009)

Sec. 18-111. Garbage billing procedure; delinquency; collection.

(a) All persons, firms, corporations or associations receiving garbage and refuse collection service from the Town ("customer"), whether furnished within the limits of the Town or not, shall promptly pay for such service at the time and in the manner hereinafter set out, in compliance with the provisions of this chapter.

(b) As used in this section, the term "billed premises" means the house, building, structure or facility to which garbage and refuse collection service is furnished by the Town, and for which payment of the applicable charges therefor are delinquent.

(c) All bills or statements from the Town for garbage and refuse collection service, mailed to the customer before the last day of any month, shall be due and payable on or before the 15th day of the next month (the "due date").

(d) Any bill or statement from the Town given in accordance with the applicable provisions of this chapter for garbage and refuse collection service that remains unpaid, in full or in part, after the due date thereof as provided in this chapter shall be deemed to be delinquent.

(e) Any bill or statement for garbage and refuse collection service which becomes delinquent and is not paid in full within five (5) business days following the due date thereof shall be assessed a late fee of ten (10) percent of the amount due or twenty-five dollars (\$25.00), whichever is greater. In the event a customer is delinquent in the timely payment for garbage and refuse collection to a billed premises, and is also delinquent in the timely payment for Town water service or sewer service to the same billed premises, the ten (10) percent late fee shall be assessed for each delinquent utility service as a single late fee, but the minimum twenty-five dollar (\$25.00) late fee shall apply to the combined late fee amount, and not individually for each utility service. If a customer's bill or statement for garbage and refuse collection service is not paid in full within five (5) business days following the due date thereof, then within two (2) business days thereafter the Town shall mail to the customer by first class United States mail, postage prepaid, to customer's address appearing in the Town records, written notice:

- (1) Of the delinquent amount due for all Town utility services (garbage and refuse collection service, water service and sewer service) provided to the billed premises;
- (2) Of the assessment of the late fee hereinabove provided, including the amount of the late fee; and
- (3) That if the delinquent amount due for all Town utility services (garbage and refuse collection service, water service and sewer service) provided to the billed premises, together with the amount of the assessed late fee, is not paid in full by the last business day of the month of the notice, then, without further notice, the Town shall have the right to discontinue providing any and all Town utility services (garbage and refuse collection service, water service and sewer service) to customer's billed premises even if customer is not delinquent in the payment of customer's water service and/or sewer service to the billed premises.

(f) If any portion of customer's delinquent Town utility service account (garbage and refuse collection service, water service and/or sewer service), together with the assessed late fee, remains unpaid after the last business day of the month in which notice was sent in accordance with Subsection (e) of this section, the Town may, at any time thereafter, and without further notice to customer, discontinue any or all Town utility services (garbage and refuse collection service, water service and/or sewer service) to the billed premises. If the billed premises receives sewer service from the Town but is supplied with water from a source other than the Town's municipal water system, such as from a private well or otherwise, the Town may discontinue sewer service furnished through the facilities of the Town to the billed premises by removing, modifying, shutting off or otherwise disconnecting the customer's sewer service line from the Town's sewer system. Further, if the billed premises receives water service from the Town but there is no corporate shutoff to the billed

premises, the Town may discontinue water service furnished through the facilities of the Town to the billed premises by removing, modifying, shutting off or otherwise disconnecting the customer's water service line from the Town's water system.

(g) In addition to payment in full of customer's delinquent utility service account, including the assessed late fee, the minimum charge to reestablish one (1) or more of customer's Town utility services following discontinuance as provided in Subsection (f) of this section shall be fifty dollars (\$50.00), whether the customer receives one (1) or more utility services; provided, however, that, in addition to the fifty dollar (\$50.00) reestablishment fee, the customer shall be assessed a one thousand dollar (\$1,000.00) fee in the event the Town is required to excavate the customer's service line to the billed premises in order to disconnect, plug or cap, or otherwise discontinue water service and/or sewer service.

(h) When garbage and refuse collection, water service and/or sewer service furnished to a billed premises by the Town is discontinued due to delinquency in payment of applicable garbage and refuse collection charges as provided in this section, such services shall not be restored to the billed premises until and unless:

- (1) All charges for all Town utility services furnished to the billed premises are paid in full and current, including charges for billed and unbilled water service, sewer service and garbage and refuse collection service;
- (2) The assessed late fee as provided in Subsection (e) of this section is paid in full;
- (3) The fee to reestablish service as provided in Subsection (g) of this section is paid in full;
- (4) Any fee assessed for insufficient or non-sufficient payment as provided in Subsection (j) of this section is paid in full; and
- (5) Any deposit required to be paid pursuant to the provisions of this Code for the commencement or recommencement of Town utility services is paid in full.

(i) When any of the dates for payment, mailing of notice, or discontinuance of service shall fall on a Saturday, Sunday or legal holiday, said date shall be construed and changed to mean and be the next business day following said date that is not a Saturday, Sunday or legal holiday.

(j) Any check, draft, ACH, or other method of payment, except cash, postal money order, certified check or cashier's check, shall be conditionally accepted by the Town as payment for Town utility services (garbage and refuse collection service, water service and/or sewer service), at the discretion of the Town Clerk. In the event such check, draft, ACH, or the instrument or method of payment fails to clear the bank or other financial institution upon which same is drawn, or for any other reason not the fault of the Town is not promptly paid or credited to the Town, said payment shall be declared void, and said bill or statement shall be considered delinquent as provided in Subsection (d) of this section unless acceptable

payment is tendered and accepted before the date when such bill or statement would become delinquent. In the event a payment is denied for insufficient or non-sufficient funds, a thirty-two dollar (\$32.00) fee will be added to the customer's utility account.

(k) It is expressly provided that the remedies for collection of delinquent bills for garbage and refuse collection service as provided in this section are not exclusive, and do not in any way alter, waive, delay or abridge the right of the Town to bring suit in any court of competent jurisdiction for the collection of any bills, amounts, accounts, or other obligations due and owing the Town.

(Ord. No. 6-2010, § 1(18-111), 3-8-2010; Ord. No. 9-2018, § 1, 11-8-2018)

Sec. 18-112. Service charges to commence, change or discontinue garbage collection service.

(a) There shall be no service charge to commence garbage collection service to a customer if Town water and/or sewer service is simultaneously commenced by the customer. In all other instances, there shall be a fifteen dollar (\$15.00) service charge to commence garbage collection service.

(b) There shall be no charge to discontinue garbage collection service.

(c) There shall be a fifteen dollar (\$15.00) service charge to change a customer's current scheduled garbage collection service; such as to increase or decrease the number of scheduled collections per week or to change the size or number of cans. This subsection does not apply to additional or special collections as provided in this chapter.

(d) The service charges provided for in this section must be paid in advance prior to the commencement of garbage collection service or prior to any change in scheduled garbage collection service.

(Ord. No. 4-2009, § 1(18-111), 11-23-2009)

CHAPTER 2. LANDFILLS

Sec. 18-201. Established.

There is hereby established a municipal landfill ground for the Town to be used for the disposal of all ashes, refuse, garbage and other waste matter or materials.

(Prior Code, § 18-201)

Sec. 18-202. Rules and regulations.

The administrative official of the Town placed in charge of the landfill is hereby authorized to establish rules and regulations for the operation of the municipal landfill and its use by the public.

(Prior Code, § 18-202)

Sec. 18-203. Removal of material from landfill.

All garbage, refuse, waste or matter of any kind disposed of at the municipal landfill shall become the property of the Town, and no person shall separate, collect, carry or otherwise remove or dispose of anything whatsoever from the municipal landfill ground without the permission of the officer or employee of the Town in charge of the landfill.

(Prior Code, § 18-203)

Sec. 18-204. Fees.

Fees for the use of the municipal landfill shall be as established by the Town Council from time to time.

- (1) All garbage hauled to the Town landfill will be charged according to the following schedule:
 - a. All garbage hauled to the Town landfill will be charged fifty-six dollars (\$56.00) per ton with a minimum five dollar (\$5.00) fee.
 - b. In-Town residents only will receive two (2) discounts of ten dollars (\$10.00) off for two (2) loads per year.
 - c. All persons wishing to use the landfill for demolition waste must obtain a demolition permit from Town Hall before demolition begins. (The term "demolition" means the tearing down or removal of any permanent structure.)
 - d. Oilfield demolition (i.e., tubing, rods, shed frames, etc.) will not be accepted.
 - e. All appliances and metals will be placed in a designated location at the Moorcroft Landfill. There will be a set rate for each. Appliances will be fifteen dollars (\$15.00) per appliance (freezers and refrigerators must be drained by a certified technician and tagged), and the metals will follow the fifty-six dollar (\$56.00) per ton with a minimum charge of five dollars (\$5.00).
 - f. The following items need to be separated: demolition concrete, roofing materials, clean wood, metals, yard waste and any item that is non-grindable or chippable. Loads that are not properly separated will be charged two hundred dollars (\$200.00) per ton.
- (2) Rate schedule by garbage contractors will be charged fifty-six dollars (\$56.00) per ton unless a special rate contract is negotiated with a guaranteed amount of tonnage per month. The Mayor and Town Council must approve all contracts.
- (3) All loads must be weighed for in-Town and out-of-Town garbage.

(Prior Code, § 18-204; Res. No. 4-2003, §§ 1, 2, 10-13-2003; Res. No. 11-2011, §§ 1—3, 7-25-2011)

Sec. 18-205. Setting fires.

It shall be unlawful for any person to set a fire within the municipal landfill.

(Prior Code, § 18-205)

Sec. 18-206. Use of other places for disposal of garbage, refuse, etc., prohibited.

It shall be unlawful for any person to use land or places within the Town, other than the municipal landfill, for the purpose of dumping ashes, refuse, garbage, waste or other matter.
(Prior Code, § 18-206)

Sec. 18-207. Use of landfill by nonresidents.

It shall be unlawful for any person outside the Town limits to use the landfill without permission and payment of fee, for the purpose of dumping ashes, refuse, garbage, waste or other matter.
(Prior Code, § 18-207)

Sec. 18-208. Penalty.

The violation of any of the provisions of this chapter shall be subject to the penalty and notice provisions of Section 18-106. (See Section 1-801.)
(Prior Code, § 18-208)