

*Repealed by  
Ord. 93  
+ 103*

CITY OF PALMER, ALASKA  
ORDINANCE NO. 91

AN ORDINANCE AMENDING ORDINANCE NO. 65 AUTHORIZING THE CITY OF PALMER TO CONTRACT WITH INDIVIDUALS FOR THE COLLECTION AND DISPOSAL OF GARBAGE: PROVIDING FOR SUPERVISION OF AND CONTROL OVER THE CITY GARBAGE DUMP, SETTING THE MAXIMUM RATES WHICH THE PUBLIC MAY BE CHARGED FOR SUCH SERVICE, SPECIFYING THE MINIMUM TERMS AND CONDITIONS OF ANY CONTRACT, ENTERED INTO IN PURSUANT HEREOF, AND FOR OTHER PURPOSES.

WHEREAS, the collection and disposal of garbage and the regulations of dumping at the City Garbage Dump have created problems which the City Council has heretofore, been unable to resolve, it having been determined by the City Council the only reasonable, economical and logical means for handling such problems at the present stage of the City's growth, and

WHEREAS, in the interest of protecting the health and welfare of the inhabitants of the City of Palmer, it is deemed that an emergency has arisen and that regulation of the control over the aforesaid matters are urgently needed.

NOW, THEREFORE, BE IT ORDAINED BY the City Council of the City of Palmer:

Section 1. This Ordinance shall be known and may be cited as the "Garbage Ordinance of the City of Palmer."

Section 2. The term "City" as used herein shall mean the City of Palmer. The term "shall" used herein is always mandatory.

The term "contractor" as used herein shall mean the person, firm or corporation contracting with the City pursuant to the terms of this Ordinance.

Section 3. Subject to approval of the City Council, the City of Palmer may enter into a contract with any person or persons, partnership, firms or corporations for the collecting of garbage within the City, for the disposal thereof, and for the management and supervision of the City Garbage Dump:

Provided, further, that the City shall not contract with more than one of such persons or entities at the same time;

Provided, further, that such contract shall be limited to a term of five (5) years.

And, provided, further, that approval of the City Council, as in the first sentence of this section, provided, shall be sufficient and shall make such contract a binding obligation upon the City, upon the City Council's adoption of a simple motion so approving such contract.

Section 4. Any contract entered into pursuant hereto shall include provisions embodying all the following conditions to be performed by the contractor:

1. He shall abide by the laws and health regulation of the State of Alaska and the City Ordinances of the City.
2. He shall abide by any and all reasonable rules or regulation which the City Council may promulgate in the future in regard to the collection and disposal of garbage and the supervision of the City Garbage Dump.
3. He shall deal directly with the customers he is to serve, performing such service by uniform agreements with such customers, and in general operating his business as a private enterprise; always provided, however, that the City may, with the consent of the contractor, perform the service, in its own name, of the mailing of bills and statements to the public, monthly or more often at the City's option, and the collecting of bills from the public for garbage service rendered, reserving to and retaining for the City fifteen percentum (15%) of all such collections not including sales taxes in such computation, as a service charge in the premises. When performing such billing and collecting, the City shall

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make reasonable effort to collect all accounts, but shall not be responsible for credit losses, disputed accounts or collection of bad debts where legal action or the services of a professional collector are necessary.

4. He shall refuse garbage service to no person or firm except in the case of delinquent accounts, and garbage improperly placed, stored or packaged, and then only after due notice of discontinuance of service is given to such person or firm by the City.

5. The maximum which he may charge for garbage collection and disposal shall be as follows: Effective February 1, 1960.

WEEKLY COLLECTIONS

Residences - \$4.00 flat rate per month.  
 Apartments - Having a common garbage can or cans, \$2.00 flat rate per month for each unit  
 Businesses - 1 can - \$5.00  
 For each additional can \$2.50 per month

SEMI-WEEKLY COLLECTION

Residences - \$6.00 flat rate per month  
 Apartments - Having a common garbage can or cans, \$2.50 per month for each unit  
 Businesses - 1 can - \$10.00 per month  
 for each additional can - \$2.50 per month up to four cans  
 If more than 5 cans semi-weekly - they need daily service

DAILY COLLECTIONS

Businesses - 1 can - \$15.00 per month  
 for each additional can \$2.50 per month up to 6 cans or  
 \$30.00 per month  
 7 cans or more - by agreement between contractor and business  
 (for example - Co-op)

FURNACE ASHES

Residences - \$5.00 per month

6. The maximum rates provided hereinabove shall not apply to certain establishments having a large volume of garbage to be collected. The contractor shall have the right to contract individually with such establishments for the collection and disposal of their garbage at any price or rate which may be agreed upon, provided however that in the case of a dispute as to whether or not the volume of garbage of any establishment is of sufficient quantity to justify rates higher than set forth in this Ordinance, such dispute shall be referred to the City Council for final determination on the merits thereof.

7. He shall promptly remove the carcasses of dead animals from streets or alleys of the City upon request of the Police Department, and shall be paid by the City for such service as follows:

For cats, small dogs, chickens, rabbits and the like - \$1.00 each  
 For a large animal such as moose, horses or cows - \$20.00 each  
 For a medium sized animal such as large dogs, goats, sheep, pigs, black bear and the like - \$5.00 each

8. He shall perform his garbage collection and disposal regularly and diligently to the end that garbage shall not be allowed to accumulate in the City to the detriment of the health and welfare of the inhabitants.

9. He shall forfeit his contract with the City if he willfully violates the Ordinances of the City of Palmer or if he fails in performance of any of the material conditions of his contract.

10. His contract shall not be assigned to any third party or parties without the consent of the City Council.

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11. He shall have the right to full and uninterrupted use of the City streets for the purpose of performing the terms of his contract.

12. He shall equip his garbage trucks or other means of conveyance in the manner provided by Ordinance No. 45 as soon as reasonably he can after entering into a contract with the City.

Section 5. REGULATIONS

1. All garbage containers shall be of metal, shall be leak proof, shall have tight fitting covers, and shall be kept in a clean and sanitary condition by the owner. They shall be equipped with two handles or with a suitable bail. Receptacles for ashes and rubbish shall be fitted with suitable handles or bails. No garbage or rubbish receptacle shall exceed thirty gallons in capacity nor shall it be so loaded that it cannot be conveniently handled without spilling its contents. The weight of any bundle or the combined weight of any receptacle and its contents shall not exceed one hundred pounds.

2. At commercial establishments - garbage racks shall be used for all receptacles and shall not be less than eighteen inches off the ground and shall not be wider than thirty-six inches.

3. Garbage receptacles or racks shall not project from the lot line more than three feet.

Section 6. The Contractor shall be the Supervisor and manager of the City Garbage dump, and any contract entered into pursuant hereto shall include provisions embodying all the following conditions to be performed by the Contractor:

1. He shall be fully responsible for the maintenance of the City Garbage Dump maintaining said garbage dump in a good and dump-like manner, regularly burning combustible materials and covering the remainder with earth or other media to a sufficient depth and of sufficient quality to suppress odors and avoid the spread of disease.

2. He will maintain, at his own expense, a "Sanitary Fill" in operating said garbage dump and shall use such sanitary fill system in accordance with any regulations or reasonable requirements of the Board of Health of the city.

3. He shall spray the City Dump with an approved chemical as often during each year as may be deemed necessary by said Board of Health.

4. He shall install gates at the City Dump and shall keep such gates locked at all times when he or his duly authorized agent is not present to supervise any dumping by individuals.

5. He shall have the right to collect a service fee from all persons hauling their own garbage and using the City Dump. His charges for such service shall not exceed the following:

Seventy-five cents (\$0.75) for a single container of 30 gallons or less.  
Four Dollars (\$4.00) for a trailer or pick-up truck load under 3/4 ton.  
Ten Dollars (\$10.00) for trucks larger than 3/4 tons.

6. In special cases the City Council may in its discretion approve higher rates than those set forth immediately hereinabove, provided, that application for such rate in such special case is made in writing by the Contractor.

7. He shall post a notice in a prominent place at the City Dump setting forth the regular rates to be charged for dumping therein.

8. He shall keep someone on duty at the City Dump a minimum of two (2) hours per day, Mondays through Sundays, from 12 o'clock p.m. to 2 o'clock p.m., the City Council to have the right at all times to change or specify such hours in accordance with the needs and desires of the greatest number of users of the City Dump.

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9. He shall have full salvage rights and may take possession of; reclaim and sell for his own personal use and benefit any and all salvagable materials found therein.

10. If such salvage materials are kept at the dump the same shall be arranged in a neat and orderly manner at all times.

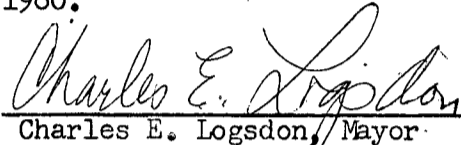
11. He shall keep public liability insurance in the amount of \$50,000 and shall further agree to save the City harmless from any and all claims of every kind and nature arising out of or in the course of his collection and disposal of garbage in the City of Palmer and his supervision and management of the City Garbage Dump, and also shall file a certificate with the City Clerk showing that such insurance has been issued.

12. ~~The~~ City shall have the right to use the dump for dumping its own garbage or for any other City purpose without cost or charge.

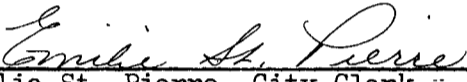
An emergency is hereby declared to exist and this Ordinance shall be in full force and effect upon its being read once in full and again by its title.

PASSED AND APPROVED THIS 9th day of February 1960.

Read in full: January 26, 1960

  
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Charles E. Logsdon, Mayor

ATTEST:

  
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Emilie St. Pierre, City Clerk