

**ORDINANCE REGARDING THE PICKUP OF RUBBISH,  
GARBAGE, REFUSE AND OTHER WASTES FROM  
CONDOMINIUMS**

BE IT ORDAINED by the Town Council of the Town of Plainville, in meeting duly assembled:

**SECTION 1. STATEMENT OF PURPOSE; GENERAL DESCRIPTION.**

This ordinance is being passed by the Town as a continuing effort to improve the Town's existing program of mixed residential waste collection.

The Town will begin picking up mixed residential waste from condominiums on a regular basis commencing on or about August 1, 1989. The Town will, additionally, make two bulky waste pickups per annum, the scheduling of which will be solely at the discretion of the Town.

The Town intends to engage an outside vendor or waste contractor to perform condominium waste collection for the Town. If an outside vendor is used for this service, the Town will contribute an amount equal to that currently being spent for residential waste collection toward the per annum condominium waste collection fee charged by said vendor. Each condominium association shall be responsible for that sum which is in excess of the amount contributed by the Town, as more fully delineated below.

**SECTION 2. DEFINITIONS.**

a. "Association" means any condominium association of one or more residential condominium units located within the town; the term shall encompass both the association and its individual members. Residential units which have not been granted a certificate of occupancy and/or commercial units are excluded from the provisions of this Ordinance.

b. "Contractor" means a person engaged by the Town to collect, transport or dispose of solid waste generated by condominium units within the boundaries of the town.

c. "Equipment" means all containers used for the storage of waste material, stationary compaction units, stationary bailing units, waste material loading devices, and such other on-site devices as may be required by the Contractor.

d. "Hazardous waste" means that portion of Solid Waste which, by reason of its composition or characteristics, is (a) hazardous waste as defined in the Solid Waste Disposal Act, 42 U.S.C Section 6901 et seq., and the regulations thereunder, or in Section 22a-209-1 of the Regulations of Connecticut State Agencies, and any succeeding legislation or regulations or amendments to the foregoing; or (b) any other materials which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous, or otherwise ineligible for disposal through a resource recovery facility.

e. "Mixed Residential Waste" means the type of waste normally collected from residential areas and disposed of in the town, including, but not limited to: garbage, trash, rubbish, refuse, offal, beds, mattresses, sofas, bicycles, baby carriages, automobile or small vehicle tires, and logs if no more than four (4) feet long and/or six (6) inches in diameter, branches, leaves, twigs, grass and plant cuttings, excepting, however, Unacceptable Waste and Hazardous Waste.

f. "Solid Waste" means all discarded materials or substances including, but not limited to: garbage, refuse, sludge from air or water pollution control facilities or water supply treatment facilities, rubbish, ashes, contained gaseous materials, incinerator residue, demolition and construction debris, offal and other discarded materials and substances resulting from industrial, commercial, mining and agricultural operations and from community activities, but not including materials in irrigation return flows or industrial discharges, or source, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended.

g. "Town" means the Town of Plainville.

h. "Unacceptable Waste" means that portion of Solid Waste, excluding Hazardous Waste, but including, without limitation, explosives, pathological and biological waste, radioactive materials, ashes, foundry sand, sewage sludge (unless processed to permit incineration), cesspool and other human waste, human remains and animal carcasses, motor vehicles, including such major motor vehicle parts as automobile transmissions, rear ends, springs and fenders, agricultural and farm machinery and equipment, marine vessels and major parts thereof, any other large machinery or equipment, marine vessels and major parts thereof, any other large machinery or equipment (including white goods), liquid wastes, or non-burnable construction materials and/or demolition debris, that (a) may present a substantial endangerment to public health or safety, (b) may cause applicable air quality or water effluent standards to be violated by the normal operation of a resource recovery facility, or (c) has a reasonable possibility of adversely affecting the operation

of a resource recovery facility, unless such Unacceptable Waste is delivered in minimal quantities and concentrations as part of normal collections in which case it constitutes Acceptable Waste.

### **SECTION 3. ASSOCIATION DUTIES AND LIABILITIES.**

Each Association will hold harmless and indemnify the Contractor against all claims, lawsuits and any other liability for injury to persons or damage to property arising out of the possession or use of the Equipment by said Association.

Each Association shall be responsible for the cleanliness and safekeeping of the Equipment located on its premises.

All Equipment furnished by the Contractor for use by any Association, which said Association has not purchased, shall remain the property of the Contractor and said Association shall have no right, title, or interest in it.

No Association shall make any alterations or improvements to the Equipment located on its premises without the prior written consent of the Contractor.

No Association shall overload the Equipment, nor use it for incineration purpose. Each Association shall be liable to the Contractor for any loss or damage in excess of reasonable wear and tear.

No Association shall place any acidic, flammable, Hazardous Wastes, or Unacceptable Wastes in the Equipment.

Each Association agrees that the Contractor shall be the sole owner of any and all refuse, waste material, or other material disposed of, dumped and/or stored in any of the Contractor's Equipment.

Each Association agrees that it will not in any way interfere with the Contractor's ownership of said waste material.

### **SECTION 4. EQUIPMENT.**

Containers for the storage and disposal of rubbish, garbage, refuse and other wastes, unless otherwise provided in this Ordinance, shall be provided by the Contractor, but will remain within the possession and control of the Association.

**SECTION 5. MAINTENANCE AND REMOVAL.**

Each Association shall maintain at all times safe and sanitary conditions associated with all rubbish, garbage, refuse and other wastes while stored or kept on or within the common areas until properly removed and disposed of by the Contractor. It shall be the responsibility of each Association to place rubbish, garbage, refuse and other wastes in the Equipment provided by the contractor, and to assure that said material remains within the containers.

**SECTION 6. COLLECTION.**

The Town, through its Contractor, shall pick up waste at each Association location as needed. The frequency of such pickups shall be at the discretion of the Department of Public Works and the Contractor.

**SECTION 7. CONTRIBUTION OF TOWN AND ASSOCIATION.**

The Town, in its sole discretion, will select, negotiate and enter into a contract with the Contractor under such terms, covenants and conditions as it sees fit.

The Town will pay the Contractor's fee directly and thereafter bill each Association for the Association's share of said fee. The Town will contribute the amount equivalent to that it currently expends for the pickup of Mixed Residential Waste from a regular residential home; the Association will be billed for the excess, if any.

In the fiscal year ending June 30, 1990, the Town estimates that the Contractor will charge a total of one hundred fifty-one (\$151.00) dollars per condominium unit. The Town will contribute one hundred seven (\$107.00) dollars per condominium unit, which is the amount currently being expended on Mixed Residential Waste collection at individual, residential, single family homes. Each Association shall pay the deficiency, or an estimated fee of forty-four (\$44.00) dollars per condominium for the first year, and the difference between the two each year thereafter.

The Town anticipates that the Mixed Residential Waste collection fee for the condominiums will increase year by year in accordance with the Consumer Price Index, which will affect the respective contributions of the Town and the Association.

**SECTION 8. ENFORCEMENT AND PENALTIES.**

Each Association shall be billed quarterly by the Town for the total amount due by its individual unit owners. Payment shall be made by the Association within thirty (30) days of receipt of the Town bill, or interest at eighteen (18%) per cent per annum and costs of collection, including attorney's fees, will be imposed.

**SECTION 9. INCONSISTENT ORDINANCES REPEALED.**

On the effective date of this Ordinance, Section 4 of an ordinance entitled "Ordinance Regarding Rubbish, Garbage, Refuse and other Wastes", adopted by the Town Council of the Town of Plainville on April 6, 1987, is hereby repealed to the extent that it is inconsistent with this ordinance.

**SECTION 10. SEVERABILITY CLAUSE.**

If any provision of this Ordinance shall be declared invalid, such action shall not affect the validity of any other provision thereof.

**SECTION 11. EFFECTIVE DATE.**

This ordinance shall become effective thirty (30) days after publication, as required by law.

Adopted by Town Council June 19,1989