

**CLARKSTON TOWN CORP.
ORDINANCE 23-06**

**AN ORDINANCE ADOPTING PROVISIONS FOR THE COLLECTION
OF WASTE WITHIN TOWN LIMITS.**

WHEREAS, the Utah Code § 10-11-1(2)(ii) grants municipalities the right to regulate the abatement of garbage and refuse;

WHEREAS, in response to Logan City's abrupt termination of waste collection services to cities/towns in Cache Valley, Clarkston Town (the "Town") in concert with several other municipalities and Cache County formed an interlocal entity called the Cache Waste Consortium (the "Consortium") to procure waste collection services for Cache County and the participating municipalities;

WHEREAS, the Consortium entered into that certain Solid Waste Services Agreement with Waste Management of Utah, Inc. ("Waste Management") dated March 22, 2023 (the "Services Agreement") by which Waste Management agreed to provide waste collection services for all cities in the Consortium;

WHEREAS, as a condition of Waste Management entering into the Services Agreement, Waste Management demanded exclusive ability to provide waste collection services in all jurisdictions that are part of the Consortium;

WHEREAS, the Services Agreement requires the Town to adopt an ordinance making Waste Management the exclusive waste collection services provider in the Town; and

WHEREAS, the Clarkston Town Council determined it was in the best interests of the residents of the Town to participate as part of the Consortium and adopt an ordinance as required by the Services Agreement;

NOW, THEREFORE, BE IT ORDAINED, by the Council of Clarkston Town, Cache County, State of Utah, as follows:

1. Title 4, Chapter 4 of the Clarkston Town Code (the "Code") is hereby adopted to read as follows:

SECTION 1: PURPOSE. The Town is a party to that certain Interlocal Cooperation Agreement between Cache County and Participating Municipalities of Cache County for Creation of an Interlocal Entity for County and Municipal Solid Waste Disposal dated November 2022 (the "Interlocal Agreement") which established the interlocal entity called the Cache Waste Consortium (the "Consortium"). The Consortium may from time to time enter into certain Solid Waste Services Agreements (the "Services Agreement") whereby providers agree to provide waste

collection services for all governmental entities who are a part of the Consortium. The Services Agreements require governmental entities in the Consortium to adopt ordinances for the enforcement of the exclusive right granted to the provider under contract with the Consortium. This Chapter is meant to, and should be interpreted to, meet the requirements of the current Services Agreement of the Consortium.

SECTION 2: DEFINITIONS

A. **“Bin”** means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck and provided to the Town by the Town Collector.

B. **“Cart”** means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels and provided to the Town by the Town Collector.

C. **“Town Collector”** means the provider currently established by resolution of the Town Council.

D. **“Collection Service(s)”** means the process by which Solid Waste is removed from a Commercial or Residential Premises, transported to a transfer, disposal or processing facility, and subsequently disposed or processed.

E. **“Commercial Premises”** means (i) Multi-Family Complexes, and (ii) Premises at which business or governmental activity is conducted, including, but not limited to, retail sales, services, medical facilities, wholesale operations, manufacturing and industrial operations, governmental operations, and schools.

F. **“Container”** means a Bin, Cart or Roll-Off Container provided by the Town Provider.

G. **“Dwelling Unit”** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.

H. **“Green Waste”** means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green Waste includes, but is not limited to, plant debris such as palm, yucca and cactus, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.

I. **“Multi-Family Complex”** means any Premises with four (4) or more Dwelling Units, where such Dwelling Units receive centralized Collection Services (and not individualized Cart-based Collection Services).

J. **“Multi-Family Dwelling Unit”** means a Dwelling Unit in a Multi-Family Complex.

K. **“Overage”** is defined as (i) Refuse, Recyclables or Green Waste exceeding its Container’s intended capacity such that the lid is lifted by at least ten inches (or would be lifted by at least ten inches if lowered) or (ii) Refuse, Recyclables or Green Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

L. **“Premises”** means any parcel of real property in the Town where Solid Waste is generated or accumulated.

M. **“Recyclables”** means aluminum cans, PET bottles with the symbol #1 with screw tops only, HDPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.), PP plastic bottles and containers with symbol # 5 (ex. yogurt containers, syrup bottles), steel and tin cans, glass food and beverage containers – any color, newspaper, mail, uncoated paperboard (Cereal boxes, food and snack boxes), old corrugated containers/cardboard (uncoated) (moving boxes, pizza boxes), magazines, glossy inserts and pamphlets.

N. **“Refuse”** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Green Waste set out for collection.

O. **“Residential Premises”** means a Single-Family Premises.

P. **“Roll-Off Container”** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle.

Q. **“Service Recipient”** means an owner or occupant of a Residential or Commercial Premises who is receiving Collection Services.

R. **“Single-Family Premises”** means (i) any Premises with less than four (4) Dwelling Units, and (ii) any Premises with four (4) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Collection Services (and not centralized Collection Services), which Premises have been registered or verified with the Town for the receipt of Collection Services.

S. **“Solid Waste”** means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Town, including discarded Recyclables and Green Waste, but excluding Unacceptable Waste.

T. **“Unacceptable Waste”** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to the Town Collector pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any applicable statute, rule or regulation, damage to the Town Collector’s equipment of facilities, or present a substantial endangerment to the health or safety of the public or the Town

Collector's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

SECTION 3: WASTE MANAGEMENT GRANTED EXCLUSIVE FRANCHISE. The Town Collector is hereby granted the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste generated, deposited, accumulated or coming to exist at Commercial and Residential Premises in the Town.

SECTION 4: REQUIREMENT FOR COLLECTION SERVICES. All Commercial and Residential Premises in the Town shall receive Collection Services through the Town Collector and shall enroll in Collection Services with the Town through the forms and agreements adopted by the Town.

SECTION 5: PROHIBITIONS.

A. Except as provided herein, it shall be unlawful for any person, except the Town Collector, to collect or remove any Solid Waste, whether commercial or residential, accumulated or located within the Town, or use the streets, avenues, alleys or ways within the Town for the purpose of collection or transportation of same.

B. It shall be unlawful for more than one Single-Family Premises to share the same Collection Services account with the Town.

C. Except as may occur through ordinary wear and tear, it shall be unlawful for any person to lose, damage or destroy any Container.

D. It shall be unlawful for any person to intentionally remit any Unusable Waste in any Container with the purpose of the Unusual Waste being picked up as part of Collection Services.

E. It shall be unlawful for any person to cause any Overage with any Container.

F. It shall be unlawful for any person to fill any Container until it is overweight. For the purposes of this subsection, "overweight" shall mean two times the volume capacity of the Container (e.g. 192 pounds for a 96-gallon Cart).

G. Nothing herein shall be construed to prohibit any owner, occupant or tenant of a Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station.

H. Nothing herein shall be construed to prohibit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Town or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator of the Recyclables.

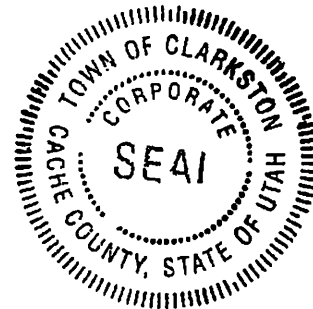
SECTION 6: INDEMNITY. Any person who violates any provision of this Chapter shall indemnify the Town against any and all costs and expenses incurred by the Town as a result of the violation, including costs and attorney fees incurred in enforcing the provisions of this Chapter or collecting any amounts due and owing to the Town due to Collection Services.

ADOPTED AND PASSED, by the CLARKSTON TOWN COUNCIL by MOTION FROM Councilmember M. Fawcett and seconded by Councilmember M. Stephensen.

Dated this 5th day of September, 2023.

Roll Call Vote:

Mayor Hidalgo	<u>X</u> Aye	<u> </u> No	<u> </u> Abstain	<u> </u> Absent
Councilmember D. Smith	<u>X</u> Aye	<u> </u> No	<u> </u> Abstain	<u> </u> Absent
Councilmember M. Fawcett	<u>X</u> Aye	<u> </u> No	<u> </u> Abstain	<u> </u> Absent
Councilmember M. Stephensen	<u>X</u> Aye	<u> </u> No	<u> </u> Abstain	<u> </u> Absent
Councilmember S. Kurek	<u> </u> Aye	<u>X</u> No	<u> </u> Abstain	<u> </u> Absent



ATTEST:

Kristi Hidalgo
Town Recorder

By: N. Craig Hidalgo
Mayor

Posting Date: September 6, 2023

Clarkston Pony Express 2023 Financial Report

EVENTS/ITEM	Chair Person	Budget	Revenue	Expenses	Profit
Fire Dept. Breakfast	Fire Department /Casey Andersen		\$1,059	\$810	
Fireman Soak				\$0	
Parade Candy				\$0	
Total			\$1,059	\$810.39	\$249
Note: The purchase of a \$3.00 wristband allows participation in all of the following events:					
Bounce Houses	Bounce 4 Kids		\$410	\$754	
Balloon Animals	Suzanne Thompson			\$150	
Face Painting	Suzanne Thompson			\$390	
Family Ball Game	Tyler and Stacie Mecham		N/A	\$200	
Movie in the Park/Concessions	Councilmember McCall Stephensen/Youth Council		\$1,293	\$901	\$367
Citizen Of The Year	Mayor		N/A	\$249	
Gunsight Gallop	Ryan & Darcy Godfrey		N/A	N/A	
Horse Race	Jared Petersen		\$1,400	\$2,268	
Parade	Kristan Draney		N/A	\$452	
Vintage Car Show	Dan Cooper		N/A	\$200	
Bingo	Mandy Gonzalez and Alyson Jorgensen		\$727	\$500	\$227
Adult Games	Councilmember McCall Stephensen		\$80	?	
Pony Express Dinner	Texas Roadhouse		\$2,200	\$1,793	\$407
3 on 3 Basketball	Kelby Godfrey		N/A	\$150	
Ice Cream Social	Town Council (Shelly Harper)		N/A	\$450	
Booth Permits (4)	Town Hall		\$0	N/A	
Advertising	Councilmember McCall Stephensen		N/A	\$23.20	
Pony Express Lunch	Kristi Hidalgo/Holly Jones		\$1,589	\$1,033	\$556
Gun Raffles	Councilmember McCall Stephensen		\$1,520	\$1,396	\$124
Fireman Soak Machine	Councilmember McCall Stephensen		N/A	N/A	
Rough Stock Band	Councilmember McCall Stephensen		N/A	\$800	
Ice	Kristi Hidalgo		N/A	\$25	
Misc.	Councilmember McCall Stephensen		N/A	\$121	
Auction	Councilmember McCall Stephensen		\$530	\$314	\$216
Mr. Clarkston Pageant	Councilmember McCall Stephensen		\$80	\$150	
Gift Cards	Councilmember McCall Stephensen		N/A	\$895	
T-Shirts	Councilmember McCall Stephensen		\$673	\$496	\$177
Total					
TOTALS		\$8,500	\$10,502	\$13,712	
Budgeted \$8,500 + Revenue Received \$10,502 = \$19,002 Minus Expenses \$13,712 = \$5,290					

Report Criteria:

Invoices with totals above \$0.00 included.

Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
COURT							
10-42-220 PROSECUTOR							
184	OLSON & HOGGAN, PC	208160	CRIMINAL PROSECUTION SER	07/31/2023	196.00	196.00	08/10/2023
Total COURT:					196.00	196.00	
ADMINISTRATION							
10-44-220 MILEAGE							
440	KRISTI HIDALGO	082123	Mileage	08/21/2023	75.32	75.32	08/21/2023
10-44-250 EQUIPMENT - SUPPLY/MAINT							
657	ALLTECH	A6149	ANNUAL SUPPORT FEE	08/24/2023	3,000.00	3,000.00	08/30/2023
10-44-270 UTILITIES							
657	ALLTECH	A5999	PHONE SERVICE - TOWN HALL	08/14/2023	36.48	36.48	08/21/2023
246	COMCAST	080923	INTERNET	07/22/2023	73.09	73.09	08/10/2023
189	DOMINION ENERGY	080923	UTILITIES	07/24/2023	9.47	9.47	08/10/2023
189	DOMINION ENERGY	082923	UTILITIES	08/22/2023	7.20	7.20	08/30/2023
219	ROCKY MOUNTAIN POWER	082123	UTILITIES	08/14/2023	75.46	75.46	08/21/2023
10-44-305 LEGAL/PROFESSIONAL							
272	STEVEN R. MISENER, CPA	54808	QUARTERLY REPORTS	06/30/2023	225.00	225.00	08/21/2023
10-44-320 E911 FEES							
685	LOGAN CITY	082423	911 FEE	08/23/2023	828.00	828.00	08/24/2023
10-44-330 SANITATION COLLECTION FEES							
685	LOGAN CITY	082423	SANITATION	08/23/2023	5,118.06	5,118.06	08/24/2023
876	T & S ADVANCED WASTE	1032	GREEN WASTE DUMPSTER	08/10/2023	400.00	400.00	08/21/2023
10-44-741 CAPITAL OUTLAY - EQUIPMENT							
905	CANYON LANDSCAPING, L.L.C.	9217	CEMETERY SPRINKLING SYST	07/31/2023	19,465.27	19,465.27	08/10/2023
10-44-850 AMERICAN RESCUE PLAN FUNDS							
905	CANYON LANDSCAPING, L.L.C.	9217	CEMETERY SPRINKLING SYST	07/31/2023	14,309.22	14,309.22	08/10/2023
838	TEC Electric	030462	CEMETERY SPRINKLING SYST	06/30/2023	1,978.00	1,978.00	08/10/2023
Total ADMINISTRATION:					45,600.57	45,600.57	
LAW ENFORCEMENT							
10-51-110 ANNUAL CONTRACT/SERVICES							
260	CACHE COUNTY CORPORATIO	6823	LAW ENFORCEMENT CONTRA	07/26/2023	4,214.00	4,214.00	08/10/2023
10-51-390 ANIMAL CONTROL							
260	CACHE COUNTY CORPORATIO	6823	ANIMAL CONTROL SERVICE CO	07/26/2023	1,600.00	1,600.00	08/10/2023
Total LAW ENFORCEMENT:					5,814.00	5,814.00	
FIRE & RESCUE							
10-53-230 TRAVEL & TRAINING							
304	CACHE VALLEY FIRE CHIEFS A	23010	ANNUAL DUES	08/09/2023	100.00	100.00	08/21/2023
10-53-240 FIRE SUPPLIES & EXPENSE							
878	SMITHFIELD CITY CORPORATI	01484	ANNUAL EMS FEES	05/15/2023	1,546.00	1,546.00	08/10/2023
10-53-270 FUEL/OIL & UTILITIES							
657	ALLTECH	A5999	PHONE SERVICE - FIRE DEPT.	08/14/2023	36.48	36.48	08/21/2023
246	COMCAST	080923	INTERNET	07/22/2023	73.10	73.10	08/10/2023
189	DOMINION ENERGY	080923	UTILITIES	07/24/2023	13.21	13.21	08/10/2023
189	DOMINION ENERGY	082923	UTILITIES	08/22/2023	11.01	11.01	08/30/2023
219	ROCKY MOUNTAIN POWER	082123	UTILITIES	08/14/2023	143.44	143.44	08/21/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FIRE & RESCUE:					1,923.24	1,923.24	
ROADS & STREETS DEPARTMENT							
10-60-255 FUEL & OIL							
189	DOMINION ENERGY	080923	UTILITIES	07/24/2023	7.20	7.20	08/10/2023
189	DOMINION ENERGY	082923	UTILITIES	08/22/2023	7.20	7.20	08/30/2023
489	HALL OIL INC.	A111157	FUEL	08/07/2023	1,957.00	1,957.00	08/21/2023
10-60-350 CONTRACT SERVICES							
875	CACHE COUNTY VEGETATION	WMCLARKST	WEED SPRAY	07/31/2023	127.80	127.80	08/10/2023
10-60-420 ROAD UTILITIES/STREET LIGHTS							
219	ROCKY MOUNTAIN POWER	082123	UTILITIES	08/14/2023	580.82	580.82	08/21/2023
Total ROADS & STREETS DEPARTMENT:					2,680.02	2,680.02	
PARKS & RECREATION							
10-70-250 PARK GENERAL							
219	ROCKY MOUNTAIN POWER	082123	UTILITIES	08/14/2023	25.79	25.79	08/21/2023
10-70-430 YOUTH COUNCIL							
110	BADGER SCREEN PRINTING	77737	YOUTH COUNCIL SHIRTS	05/01/2023	210.00	210.00	08/21/2023
869	ELAN FINANCIAL SERVICES	082423	YOUTH COUNCIL RETREAT	08/15/2023	174.32	174.32	08/24/2023
10-70-440 PONY EXPRESS							
869	ELAN FINANCIAL SERVICES	082423	PONY EXPRESS- Gift Cards	08/15/2023	500.00	500.00	08/24/2023
10-70-820 CIVIC CENTER UTILITIES							
189	DOMINION ENERGY	080923	UTILITIES	07/24/2023	7.20	7.20	08/10/2023
189	DOMINION ENERGY	082923	UTILITIES	08/22/2023	7.20	7.20	08/30/2023
219	ROCKY MOUNTAIN POWER	082123	UTILITIES	08/14/2023	45.23	45.23	08/21/2023
Total PARKS & RECREATION:					969.74	969.74	
Total GENERAL FUND:					57,183.57	57,183.57	
Capital Projects Fund							
41-40-110 NEW TOWN HALL - ADMIN DEPT.							
207	SUNRISE ENGINEERING, INC.	0136181	USDA LOAN APPLICATION - MU	08/10/2023	454.25	454.25	08/21/2023
Total :					454.25	454.25	
Total Capital Projects Fund:					454.25	454.25	
WATER FUND							
WATER DEPARTMENT							
51-81-230 WATER TRAVEL & TRAINING							
869	ELAN FINANCIAL SERVICES	082423	UMCA FALL CONFERENCE	08/15/2023	370.00	370.00	08/24/2023
51-81-240 OFFICE SUPPLIES & EXPENSE							
907	CHANI SEAMONS	080923	REFUND	08/09/2023	31.94	31.94	08/10/2023
869	ELAN FINANCIAL SERVICES	082423	CERTIFIED MAILINGS	08/15/2023	66.60	66.60	08/24/2023
894	STATE OF UTAH	080923	REQUEST FOR WATER RIGHT	08/09/2023	150.00	150.00	08/10/2023
51-81-250 WATER DEPT EQUIP-SUPPLY/MAINT							
657	ALLTECH	A6149	ANNUAL SUPPORT FEE	08/24/2023	3,000.00	3,000.00	08/30/2023
156	HYDRO SPECIALTIES COMPAN	27195	WATER PARTS	06/30/2023	854.50	854.50	08/10/2023
51-81-270 UTILITIES							
219	ROCKY MOUNTAIN POWER	082123	UTILITIES	08/14/2023	91.92	91.92	08/21/2023
51-81-350 CONTRACT SERVICES							
207	SUNRISE ENGINEERING, INC.	0136181	WATER RIGHT EXTENSION	08/10/2023	872.00	872.00	08/21/2023
51-81-370 WATER SAMPLING							
114	BEAR RIVER HEALTH DEPT.	2321876	WATER SAMPLING	06/30/2023	25.00	25.00	08/10/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
114	BEAR RIVER HEALTH DEPT.	232467	WATER SAMPLING	07/27/2023	25.00	25.00	08/10/2023
51-81-720 WATER SYSTEM REPAIRS & MAINT							
140	DOUBLE C CONSTRUCTION	1296	WATER LINE REPAIR	08/17/2023	379.00	379.00	08/21/2023
Total WATER DEPARTMENT:					5,865.96	5,865.96	
Total WATER FUND:					5,865.96	5,865.96	
PERPETUAL CARE FUND							
PERPETUAL CARE DEPARTMENT							
71-40-610 BURIAL FEES							
140	DOUBLE C CONSTRUCTION	1294	BURIALS	06/19/2023	2,090.00	2,090.00	08/21/2023
140	DOUBLE C CONSTRUCTION	1296	BURIALS	08/17/2023	380.00	380.00	08/21/2023
71-40-710 MAINTENANCE							
889	CIRCLE B IRRIGATION	2308-178366	CEMETERY MISC.	08/15/2023	31.30	31.30	08/21/2023
889	CIRCLE B IRRIGATION	2308-178738	CEMETERY MISC.	08/19/2023	1.86	1.86	08/21/2023
869	ELAN FINANCIAL SERVICES	082423	CEMETERY - MISC. SUPPLIES	08/15/2023	485.27	485.27	08/24/2023
160	IPACO, INC	BL78722	LAWN MOWER REPAIR	08/04/2023	239.49	239.49	08/10/2023
855	JEREMY HIDALGO	082123	MILEAGE	08/21/2023	58.95	58.95	08/21/2023
175	LOWES	974531	CEMETERY MISC	07/03/2023	4.68	4.68	08/10/2023
175	LOWES	990089	CEMETERY MISC	07/12/2023	84.39	84.39	08/10/2023
71-40-810 MISC/IMPROVEMENTS							
869	ELAN FINANCIAL SERVICES	082423	CEMETERY EXPANSION - REBA	08/15/2023	304.64	304.64	08/24/2023
71-40-850 CONTRACT SERVICES							
903	BRAXON ATKINSON	082123	CONTRACT SERVICES - PUBLI	08/21/2023	87.00	87.00	08/21/2023
904	BRIDGER ATKINSON	082123	CONTRACT SERVICES - PUBLI	08/21/2023	87.00	87.00	08/21/2023
Total PERPETUAL CARE DEPARTMENT:					3,854.58	3,854.58	
Total PERPETUAL CARE FUND:					3,854.58	3,854.58	
Grand Totals:					67,358.36	67,358.36	

Dated: 5 Sept. 2023Mayor: M. Craig HidalgoCity Council: [Signature]City Recorder: Kristi Hidalgo

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Report Criteria:

Invoices with totals above \$0.00 included.

Only paid invoices included.