



The Town of Wadesboro Code of is hereby amended as follows:

Chapter 26 - SOLID WASTE MANAGEMENT<sup>1</sup>

Footnotes:

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**Cross reference**— Buildings and building regulations, ch. 6; environment, ch. 14; utilities, ch. 36.

**State Law reference**— Authority to regulate the placing of trash, refuse and garbage within municipal limits, G.S. 160A-303.1; authority to operate public enterprises, G.S. 160A-312; solid waste management, G.S. 130A-290 et seq.

ARTICLE I. - IN GENERAL

Sec. 26-31. - Receptacles and containers to be provided and used; specifications.

- (a) Rollout container service shall be provided to all solid waste collection customers located within the Town limits except pursuant to Sec. 26-30 (b) and where the Town Council has set different rules for all or part of the central business district.
- (b) The Town will provide one rollout container per accountholder except where:
  - (1) A customer may purchase from the Town a second rollout container per account at the current replacement cost to the Town for use solely for the premises associated with that particular account. In this situation, the Town will pick up a maximum of two rollout containers per collection period.
  - (2) A non-residential customer may opt for an optional business account whereas the Town would provide two rollout containers per business account. Such a customer may purchase a third rollout container **and also a fourth rollout container** per business account at the current replacement cost to the Town. In this situation, the Town will pick up a maximum of **either three or four** rollout containers per collection period. The Town Council may set a higher fee for a business account. This account option is not available to residential customers.
  - (3) The Town Council has set different collection rules, processes, and frequencies for all or part of the central business district.
- (c) The Town will only collect solid waste from rollout containers originally purchased by the Town except the Town will pick up solid waste in a rollout container not originally purchased by the Town for a limited time period if that container was purchased by customer prior to January 1, 2016, the container can be safely and efficiently picked up by Town equipment, and the container is not larger than 96 gallons. Regardless, the Town will not pick up more than two containers per account under (b)(1) or more than ~~three~~ **four** containers under (b)(2). Customers put out a non-Town issued container at that customer's own risk and the Town is not responsible

for any damage to containers not originally purchased by the Town. After July 1, 2018, the Town will not pick-up any solid waste placed in containers not originally purchased by the Town.

- (d) Rollout containers used in the residential collection program are property of the Town other than any rollout containers purchased under Section 26-31 (b)(1) & (2). The responsibility of replacing or repairing a rollout container is as follows:
- (1) The Town will replace or repair any container owned by the Town where the container is damaged by normal wear and tear, the damage is covered by the manufacturer's warranty, or where container is damaged by Town personnel. The customer is responsible for paying for any repairs or replacement cost not covered under the manufacturer's warranty if the originally assigned container is damaged beyond normal wear and tear, or is stolen, lost, or missing.
  - (2) The Town will replace or repair a container purchased by a customer where the damage is covered under the manufacturer's warranty or due to the negligence of Town personnel. The customer is responsible for paying for any repairs or replacement cost not covered under the manufacturer's warranty if the originally assigned container is damaged beyond normal wear and tear, or is stolen, lost, or missing.
  - (3) If a customer disputes a finding by Town staff under section 26-31(d), the customer may submit a written dispute to the Town Public Services Director. The Town Public Services Director shall make the final and binding decision on any and all disputes under section 26-31(d) including, but not limited to, issues of what constitutes normal wear and tear, whether to repair or replace a container, whether damage was caused by the negligence of Town personnel, or any other issues.
  - (4) Customer is responsible for notifying the Town when customer is moving or terminating account and making the rollout container available for pickup by Town personnel at a mutually convenient time. If container is stolen/missing or damaged when Town personnel arrive for container pickup, customer is responsible for paying for replacement or repair cost if not covered under manufacturer's warranty.
- (e) It shall be unlawful for any person to place in or on any street, sidewalk, alley, public highway or any private premises any solid waste, rubbish, dirt or filth of any kind, or any vegetables, fruit peels, tin cans or any other substance or refuse matter of any kind which would render the streets and premises unclean, except in proper receptacles rollout container accessible to town collection vehicles.
- (f) It shall be unlawful for any person to maintain boxes, bins or any type of container located on the sidewalks within the fire district of the town, inconsistent with the provisions of this chapter.

(Ord. of 7-7-2014(1))

Adopted this 5<sup>th</sup> day of June, 2017.



Bill Thacker, Mayor  
Town of Wadesboro

Attest:



Cindi Pope  
Wadesboro Town Clerk

