

Ordinance No. 00051

[Council Minutes 96/02/05](#)

ORDINANCE NO. 51

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AN ORDINANCE of the City Council of the City of Lakewood, Washington, creating and establishing a Chapter 13.06 of the Lakewood Municipal Code providing for garbage collection services

WHEREAS, upon the incorporation of the City of Lakewood, the City will be responsible for insuring that essential municipal services are available, and that regulations are in place to protect the public health and welfare; and,

WHEREAS, among the services that the City Council would have a legitimate interest in overseeing is garbage collection; and,

WHEREAS, the City of Lakewood is currently served by private utility companies, providing a level of service favorable to the City, and it would be beneficial and advantageous to the City for the City to establish garbage collection as a city utility, contracting with the existing garbage collection service providers for such services at rates favorable to the citizens and customers of the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD, WASHINGTON, DO ORDAIN as follows:

Section 1. That Chapter 13.06 of the Lakewood Municipal Code be, and the same hereby is created to read as follows:

Chapter 13.06

Garbage Collection Services

Sections:

13.06.010 Definitions.

13.06.020 Enforcement authority.

13.06.030 Limitations of service.

13.06.040 Service compulsory - Exceptions.

0 Unlawful accumulations.

13.06.060 Burying or dumping prohibited.

13.06.070 Residential collection - Method and frequency.

13.06.080 Automated service.

13.06.090 Residential collection - Types of service.

- 13.06.100 Containerized, bulk containerized and compactor containerized service.
- 13.06.110 Additional services.
- 13.06.120 Containers and drop boxes provided.
- 13.06.130 Holiday collection schedule.
- 13.06.140 Changes in collection schedule.
- 13.06.150 Rates and charges.
- 13.06.160 Low income senior citizen and low income disabled citizen special garbage utility rates.
- 13.06.170 Additional charges.
- 13.06.180 Maintenance of containers.
- 13.06.190 Dead animals.
- 13.06.200 Authority to contract for services.
- 13.06.210 Billing for garbage services - Delinquencies.
- 13.06.220 Violations and penalties.

13.06.010 Definitions.

For the purposes of this ordinance, certain words and phrases are defined as follows:

- A. AAlley@ means a strip of land dedicated to public use for access to the rear of properties. Such alleys, to be used for the purpose of refuse collection, must be at least twenty feet wide and open to a public street at each end, or otherwise as approved by the public works director in accordance with the purposes of this Chapter.
- B. AAutomated Carts@ means a cart with a tight fitting lid designed to be picked up and emptied by mechanical means.
- C. "Automated Service" means garbage collection service where specific containers are provided that are emptied into a garbage truck by mechanical means controlled by the operator from within the truck.
- D. ABale@ means material compressed by machine and securely tarped or banded.
- E. ABulk containerized services@ means use of drop boxes in excess of ten cubic yards in size as approved by the public works director.
- F. ABulky Materials@ means empty carriers, cartons, boxes, crates, etc., or materials offered for disposal, all of which may be readily handled without shoveling.
- G. ACan@ also referred to as a refuse container, means a can must be made of durable, corrosion-resistant, nonabsorbent material, watertight, with a close fitting cover and two handles. Size to exceed 20 gallons but not to exceed 32 gallons or 4 cubic feet. A can cannot weigh more than 65 pounds when filled nor more than 12 pounds when empty.
- H. ACart@ means a wheeled plastic container. If supplied by the customer, it must be compatible with the contractor=s equipment. Cart may also be referred to as a toter. Size and type shall be as defined in the sections identifying rates.
- I. ACharge@ means a set flat fee for performing a service. Or, the result of multiplying a rate for a unit times the number of units transported.
- J. ACommercial account@ means any group of dwelling units in excess of two, or places of business providing goods or

services. K.

ACommercial account@ means any group of dwelling units in excess of two, or places of business providing goods or services. K. ACompacted Material@ means material which has been compressed by any mechanical device either before or after it is placed in the receptacle handled by the contractor.

L. "Compactor container@ refers to use of bulk containerized service where garbage is mechanically compressed into a smaller volume with greater density. M.

@ refers to use of bulk containerized service where garbage is mechanically compressed into a smaller volume with greater density. M. ACompactor Disconnect/Reconnect Charge@ means a flat fee established by the solid waste collection company for the service of disconnecting a compactor from a drop box or container prior to taking it to be dumped and then reconnecting the compactor when the drop box or container is returned to the customer=s site.

N. AContainer@ means a detachable container which is left at a customer=s premises and emptied into the contractor=s truck and is lifted by mechanical means.O.

AContainer@ means a detachable container which is left at a customer=s premises and emptied into the contractor=s truck and is lifted by mechanical means.O. AContainerized service@ means service and equipment approved by the public works director, wherein the contractor provides a vehicle equipped for mechanical handling of containers with casters up to ten cubic yards. Such containers shall be provided by the contractor.

P. ADrop Box@ means a container which is placed on the contractor=s truck by mechanical means, hauled to disposal site and returned to customer=s premises.Q.

ADrop Box@ means a container which is placed on the contractor=s truck by mechanical means, hauled to disposal site and returned to customer=s premises.Q. ADRUM@ means a metal container of approximately 50 gallon capacity, generally used for oils or solvents. Maximum weight not to exceed 75 pounds when filled.

R. AGarbage@ means all accumulations of animal, fruit, or vegetable matter which attend the preparation, use, cooking, dealing in, or storage of meat, fish, fowl, fruits, or vegetables and containers originally used for foodstuffs, yard debris such as tree limbs, grass clippings, leaves, weeds, etc. For the purposes hereof, the terms Agarbage@ and Arefuse@ shall be synonymous. S.

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T. ALicensed contractor@ means a company licensed to commercially remove garbage within the City, and is also referred to at times in this Chapter as Alicensee@ or "contractor," and includes all employees.U.

ALicensed contractor@ means a company licensed to commercially remove garbage within the City, and is also referred to at times in this Chapter as Alicensee@ or "contractor," and includes all employees.U. ALitter Receptacle@ means a container not over 60 gallon capacity generally placed in shopping centers and along streets or highways for litter. Maximum weight not to exceed 75 pounds when filled.

V. ALoose Material@ means material not set out in bags or containers. Also includes materials which must be shoveled. W.

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AMini-Can@ a can made of durable, corrosion-resistant, nonabsorbent material, watertight with a close fitting cover. Size not to exceed 20 gallons, nor weight to exceed 35 pounds.

X. ANonconforming items@ means all refuse items placed out for collection which do not constitute regular residential or commercial garbage and which by size, weight or unwieldiness pose increased difficulty for garbage collection services. Examples of such non-conforming items are large bulky items, including tree limbs and stumps over four inches in diameter, furniture and appliances, concrete, building materials, tires, etc.Y.

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Z. APass through fee@ pass through fees are shown in Section 13.06.170, Paragraph K. They are fees that are billed directly to the customer without markup or markdown by the solid waste collection company.AA.

APass through fee@ pass through fees are shown in Section 13.06.170, Paragraph K. They are fees that are billed directly to the customer without markup or markdown by the solid waste collection company.AA. APermanent Service@ is in conjunction with containers and drop boxes, when service is provided for a period of more than ninety days.
BB. ARate@ means a price per unit or per service. A rate is multiplied times the number of units transported, or the number of times a service is performed to determine a freight charge.CC.

ARate@ means a price per unit or per service. A rate is multiplied times the number of units transported, or the number of times a service is performed to determine a freight charge.CC. ARecycling Bin or Container@ means a bin or container specifically designed or designated for collection of recyclables.

DD. AResidential account@ means any dwelling unit or group of dwelling units not exceeding two in number, used exclusively as a place of residence.EE.

AResidential account@ means any dwelling unit or group of dwelling units not exceeding two in number, used exclusively as a place of residence.EE. ASpecial Pickup@ means a pickup requested by the customer at a time other than the regularly scheduled pickup time, but which does not involve the dispatch of a truck. If a special dispatch is required, time rates as shown in Section 13.06.170, Paragraphs I and J will apply.

FF. ATemporary Service@ means rates for temporary service apply only when service is required for a period of 90 days or less in conjunction with containers and drop boxes. Temporary service rates are not to be used for the first 90 days of service when the customer requests, and the carrier provides, service for more than 90 days. GG.

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HH. ATrash@ means weeds and grasses and waste materials except rocks, concrete, bricks, dirt, plaster and similar building materials.II.

ATrash@ means weeds and grasses and waste materials except rocks, concrete, bricks, dirt, plaster and similar building materials.II. AUnit@ means a garbage or refuse receptacle described as follows:

(1) a can made of durable, corrosion-resistant, nonabsorbent material, watertight, with a close fitting cover and two handles. Size to exceed 20 gallons but not to exceed 32 gallons or 4 cubic feet. Cannot weigh more than 65 pounds when filled or more than 12 pounds when empty.

(2) Where agreeable between the contractor and a customer (and where allowable under local ordinance) a box, carton, cardboard barrel or other suitable container may be substituted for a garbage can, for single pickup which includes the container, if it meets the size and weight limits shown in paragraph (1) above.

JJ. AUnlatching Charge@ is another term for gate charge; a flat fee imposed by the contractor when its personnel must unlatch a gate or door to perform pickup service.

KK. AUnlocking Fee@ means a flat fee imposed by the contractor when its personnel must unlock padlocks or other locking devices to perform pickup service.LL.

AUnlocking Fee@ means a flat fee imposed by the contractor when its personnel must unlock padlocks or other locking devices to perform pickup service.LL. AYardwaste Bin or Container@ means a bin or container specifically designed or designated for the collection of yardwaste.

13.06.020 Enforcement authority.

The City Manager or designee (hereinafter referred to as the "City") shall enforce provisions of this Chapter and shall have the power to supervise the work performed by a contractor to ensure the collection, removal, and disposal of refuse consistent with the provisions of this Chapter.

13.06.030 Limitations of service.

A. The contractor may refuse to pick up materials from points where, because of the condition of the streets, alleys or roads, it is

impracticable or dangerous to persons or property to operate vehicles.

B. The Contractor may refuse to drive into private property when, in the contractor=s judgment, driveways or roads are improperly constructed or maintained or without adequate turn arounds or have other unsafe conditions.

C. The Contractor will not be required to enter private property to pickup material while an animal considered or feared to be vicious is loose. The customer will be required to confine the animal on pickup days.

D. The contractor=s schedule will meet reasonable requirements, and shall comply with the local provisions hereof.

E. Garbage pickup may be missed due to weather or road conditions. If garbage is taken on the next pickup day, no credit will be given.

F. The contractor shall provide services in a reasonable manner, provided that neither the City nor the contractor shall be responsible for articles left on or near cans, units or other receptacles.

G. Where the contractor is requested to provide service, and damage occurs to a customer=s driveway due to reasons not in the control of the contractor or the City, the City and the contractor assume no responsibility.

13.06.040 Service compulsory - Exceptions.

A. All dwellings, apartment houses, and places of business in which garbage or trash accumulates or may be generated within the City shall be required to pay for refuse collection services of the contractor licensed by the City. The City is delegated and authorized to determine the level of service required for the customers and subscribers of the garbage collection services. If any customer requests a certain level of collection service but that customer exceeds the amount of garbage allowed for that level of service, the City shall designate the customer=s level of service at the appropriate level, and the customer shall be charged accordingly.

B. Notwithstanding paragraph A. above, during the period of time from April 1, 1996 until January 1, 2001, those single-family residences that do not receive garbage collection services on April 1, 1996 from a garbage collection service licensed by the City or regulated by the Washington State Utilities and Transportation Commission, and that do not subsequently subscribe for or receive such services shall be exempt from the compulsory garbage collection services and charges provided for in this Chapter, provided that the exemption shall be conditioned on the continuous, proper and adequate disposal of garbage and refuse from the residence requesting such exemption, which continuous, proper and adequate disposal of garbage and refuse shall be as determined and in the discretion of the City. Thereafter, on January 1, 2001, each such single-family residence shall also be subject of the compulsory garbage collection services and charges unless it is specifically determined by the City that the available garbage collection services are unable to adequately service the residence; provided that at such time thereafter as the City determines that the available garbage collection services are able to adequately service the residence, or that the residence is not continuously, properly or adequately disposing of garbage and refuse, such residence shall be subject of the compulsory garbage collection services and charges provided by this Chapter.

13.06.050 Unlawful accumulations.

A. It is unlawful for any occupant or owner of any building, lot or premises in the City to allow manner or quantity as to constitute a fire or a health hazard. Any accumulation of refuse which constitutes a fire hazard or a menace to public health, safety or welfare is deemed a nuisance. It is the duty of the occupant, owner and person who placed the accumulation at such location to abate the nuisance by removing the accumulation and cleaning the area up.

B. The City shall enforce the provisions hereof. If any occupant, owner or responsible person fails to abate such nuisance, upon a report or request for action filed by the City Manager or designee, the City Council may pass a Resolution requiring such occupant, owner or responsible person to abate the nuisance by removal thereof, at such person=s cost and expense within the time specified in the Resolution. If the nuisance is not abated within such time, the City Manager or designee may direct abatement of the same as set forth herein below. C. The Resolution of the City Council referred to above shall not be passed until the property owner is given at least five (5) days= notice of the pendency of the proposed Resolution; such notice being given by the City Manager or designee, by mailing a copy of the notice to the owner, occupant or responsible party at the last known address shown on the records of the City or the county treasurer; and if no address is known, a copy of the notice shall be posted on the property, and shall also be published in one issue of the official newspaper of the City. Any mailing, posting or publication shall be made at least five (5) days prior to the consideration by the City Council of the proposed Resolution. The notice shall include a description of the Resolution, a description of the property involved and the nature of the

circumstances constituting the nuisance.

D. If the nuisance is not abated by the occupant, owner or responsible person within the time fixed by the Resolution, the City Manager or designee may abate the nuisance, and shall prepare or cause to be prepared a bill covering the costs to the City of such abatement, and the bill shall be mailed or presented to the occupant, owner or responsible person. The bill shall be payable immediately. If the bill is not paid or if no bill can be mailed because no address is known for the occupant, owner or responsible person, the City Manager or designee may, on behalf of the City of Lakewood, file a lien therefor against the property, which lien shall be in the same form filed with the same officer and within the same time and manner and shall be subject to enforcement and foreclosure as provided by law for liens for labor and materials or as otherwise provided by law for liens able to be filed by the City.

13.06.060 Burying or dumping prohibited.

It is unlawful for any person to bury or dump or permit to be buried or dumped any refuse or garbage in any place within the City.

13.06.070 Residential collection - Method and frequency.

A. Cans as defined in this chapter shall be deemed to be acceptable refuse containers in residential areas. No employee for a contractor may remove or cause to be removed from any premises any refuse which is not so contained, except as otherwise provided in this Section.

B. The separation of garbage and trash shall not be required.

C. The contractor shall collect once each week, from each dwelling unit in the City.

D. All curb and alley service customers shall place the refuse at the curb or edge of the street or alley in front of or adjacent to the property being serviced not later than 6:00 a.m. on the day of collection, and shall thereafter remove the refuse containers from the curb or edge of street or alley on the same day of the collection. Provided, however, that whether the service be at the curb or edge of street or in the alley, the house numbers or address shall be visible.

E. Trimmings and limbs shall be collected if they are less than four inches in diameter and tied at each end in bundles not to exceed four feet in length and forty pounds in weight. Trimmings and limbs may be boxed in boxes strong enough to hold the contents if they do not weight more than forty pounds. Provided that an additional charge will be required for this service as set forth in Sections 13.06.150 and 13.06.160 of this Chapter under Yardwaste. Additionally, Leaves and lawn clippings shall be collected if they are placed in refuse containers, boxes or plastic bags strong enough to hold the contents and not weighing more than forty pounds and set out at the curblin or for trash collection. Provided that an additional charge will be required for this service as set forth in Sections 13.06.150 and 13.06.160 of this Chapter under Yardwaste.

13.06.080 Automated services.

In those areas of the City where automated services are available, the customers and residents shall be provided garbage receptacles by the licensed contractor, which receptacles shall remain the property of the contractor. Where the contractor provides automated service through an approved mechanical loading device, and automated carts, they shall be used by customers in residential areas. It shall be the responsibility of the customers or residents to place the receptacles at the curb or edge of the street or alley in front of or adjacent to the property being serviced not later than 6:00 a.m. on the day of collection, and shall thereafter remove the receptacles from the curb or edge of street or alley on the same day of the collection. Provided, however, that the house numbers or address shall be visible.

13.06.090 Residential collection - Types of services.

A. Curb Service. Customers shall be responsible for placing refuse containers or receptacles for automated service at the front curblin e or at the edge of the street or alley in front of or adjacent to the property being serviced on collection days.

B. Walk-in Service. Walk-in service which requires the refuse collector to go more than five feet beyond the curblin e or edge of the street or alley is available to property for an additional charge as provided in Section 13.06.170 Paragraph E, provided that the contractor shall not be required to enter a fenced area to collect refuse. The limitations and charges for walk-in service listed in this Chapter shall not apply if the customer is disabled so as to make it impossible for him/her to comply with this Section.

C. Drive-in Service. Drive-in service requires the contractor to drive off of public right-of-ways, onto driveways or other private property to collect refuse. There shall be an additional charge for this service as provided in Section 13.06.170 Paragraph E, provided that the contractor shall not be required to enter a fenced area to collect refuse. The limitations and charges for drive-in service listed in this Chapter shall not apply if the customer is disabled so as to make it impossible for him/her to comply with this Section.

D. Nonconforming Items. Nonconforming items as defined in this Chapter placed out to the curb or edge of the street or alley shall not be collected by the contractor except as provided in Paragraph H of Section 13.06.170.

E. Containerized Service. Containerized service shall be used by all multiple-dwelling units with three or more units.

F. Automated Service. Automated service shall be used in all residential areas where automated carts are provided by the contractor.

13.06.100 Containerized, bulk containerized and compactor containerized service.

A. The containers, bulk containers and compactor containers used in connection with containerized service, bulk containerized service and compactor containerized service, if used by a commercial or industrial customer, shall be located at a place specified by the City or by the contractor. Commercial customers with a low volume of refuse may use automated carts with tight-fitting lids if the contractor is able to provide a mechanical loading device for collection.

B. Commercial and industrial customers with a high volume of refuse materials who cannot be adequately served by containerized service shall use bulk containerized service.

C. Collection of refuse from all meat, fish, game and vegetable markets, restaurants, boardinghouses, hotels, hospitals and other like businesses shall be made as often as necessary to avoid odor nuisance or overflowing of container contents. The City's licensed garbage collection service shall pick up containers, bulk containers and compactor containers not later than thirty (30) hours after the time a request for pickup is made by the customer. The charges for such pickup shall be as provided in this Chapter.

D. The charges for container and drop box collection (compacted and non-compacted materials) shall include transporting the container to the disposal site and returning to the container/drop box site, unless specifically provided otherwise.

13.06.110 Additional services.

In addition to regular garbage collection services, the contractor shall provide the following services:

A. Recycling services. Recycling services shall be available to residential customers of the City, with the collection of recycle materials occurring curbside and in a matter compatible with the collection for regular garbage collection. Recycling collection shall involve collection of newspapers, cardboard, magazines, as well as mixed cans and glass (brown, green and clear), with the customers separating such recycle materials into approved containers identifying the recycle materials. In connection with recycling services, the following shall apply:

Single family and multi-family residential units up to five units. Recycling services for single family and multi-family residential units up to five units shall be provided at the same time and date as regular garbage collection services, provided that the recycling collection shall occur every other week throughout the year.

Multi-family residential units from six to twenty units. Recycling services for multi-family residential units from six to twenty units shall be provided on a weekly basis or as needed.

Multi-family residential units in excess of twenty units. Recycling services for multi-family residential units in excess of twenty units shall be available by bins being stationed on site or in a vicinity convenient to the residential units for periods of twenty-four hours to seventy-two hours to allow the residents to deposit recycle materials in the bins. Collection shall occur weekly or more often if needed multiple bins or stations shall be provided for larger complexes or heavier participation.

The charges for recycling shall be as set forth in this Chapter below. The rates for recycling services will not be charged unless service is provided.

Yardwaste services. The collection of yardwaste shall be available for residential properties within the City. Yardwaste services shall be subject to the following:

Yardwaste includes materials which consist of leaves, brush, tree trimmings, grass clippings, weeds, shrubs, garden waste from vegetable gardens, and other compostable organic materials resulting from landscaping, pruning and yard maintenance generated from residents. Branches or roots must be smaller than 4" in diameter branches and brush must be of a length to fit in the closed yardwaste container.

Yardwaste does not include stumps, demolition wood, large amounts of dirt, rocks, glass, plastics, metal, concrete, sheetrock, asphalt or any other non-organic land clearing debris nor any food such as meat, fish, bones, or fatty foods such as dairy products and cooking oil. If yardwaste is found to contain contamination by inclusion of materials not allowed, the container will not be accepted as yardwaste, but will, instead, be transported to the landfill at applicable solid waste collection rates as provided in the Chapter.

Yardwaste shall be picked up every other week on a year-round basis on the same days as regular garbage collection.

The contractor shall provide 90 gallon yardwaste containers.

1. Extra cans or units of yardwaste may be picked up by customers of the yardwaste services, but the extra cans or units may not exceed 40 pounds per unit.

13.06.120 Containers and drop boxes provided.

The contractor shall maintain a supply of all sizes of containers and drop boxes for which rates are listed in this Code. If the contractor is unable to provide a requested size of drop box within 14 days of a customer request, written notification must be mailed to the customer. The contractor shall then provide alternate sized containers or drop boxes, sufficient to meet the capacity originally requested by the customer at the same rental rates as would have applied on the requested container or drop box. If the contractor provides alternate sized drop boxes or containers, it shall be understood that all lawfully applicable disposal fees resulting from the use of the alternate containers shall be the responsibility of the customer.

13.06.130 Holiday Collection Schedule.

For the purposes of this Chapter and the scheduling of the services provided hereby, the following days shall constitute holidays: New Year@ in diameter branches and brush must be of a length to fit in the closed yardwaste container.

Yardwaste does not include stumps, demolition wood, large amounts of dirt, rocks, glass, plastics, metal, concrete, sheetrock, asphalt or any other non-organic land clearing debris nor any food such as meat, fish, bones, or fatty foods such as dairy products and cooking oil. If yardwaste is found to contain contamination by inclusion of materials not allowed, the container will not be accepted as yardwaste, but will, instead, be transported to the landfill at applicable solid waste collection rates as provided in the Chapter.

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13.06.130 Holiday Collection Schedule.

For the purposes of this Chapter and the scheduling of the services provided hereby, the following days shall constitute holidays: New Year=s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. For regularly scheduled service, when pickup or collection is missed due to the contractors observance of a holiday, the contractor shall provide service on an alternate day at no additional cost to the customer. For the purposes hereof, an alternate day shall mean the day immediately following the regularly scheduled service day, including Sundays.

13.06.140 Change in collection schedule.

When the contractor changes the pickup or collection date for a service area, all customers in the affected area shall be notified of the change by the contractor by mail, personal contact, or by a notice being affixed to the customer=s solid waste receptacle in advance of the implementation of the new pickup or collection schedule. For the purposes hereof the period of advance notice shall not be less than the period between the customer=s regular pickup or collection dates.

13.06.150 Rates and charges.

The rates to be billed by the City and charged to the residents and customers of the City for collection of garbage and trash shall be as follows:

A. CANS AND MINI-CANS

Number of Units or Type of Container	Garbage Service Only	Garbage and Recycle Service
	(Monthly)	(Monthly)
Mini-Can	\$11.18	\$10.18
1 Can	\$13.41	\$12.41

2 Cans	\$19.04	\$17.04
3 Cans	\$25.07	\$22.07
4 Cans	\$30.53	\$26.53
5 Cans	\$36.23	\$31.23
6 Cans	\$41.92	\$35.92

Note 1: Customers will be charged for service requested even if fewer units are serviced on a particular trip.

Note 2: The charge of occasional extra cans or units on regular pickup shall be \$4.18 per can or unit. Over 2 cans or units, \$2.73 each.

Note 3: One pickup per month at \$5.36 per can or unit will be charged on regular, schedule, for garbage pickup only, for residential customers on an Aon call@ basis. Use special pickup rates in Section 13.06.170, Paragraph G for residential can service not otherwise covered in this section.

Note 4: Prepaid plastic bag service \$3.35 per pickup (at curb).

B. AUTOMATED SERVICE

Aon call@ basis. Use special pickup rates in Section 13.06.170, Paragraph G for residential can service not otherwise covered in this section.

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B. AUTOMATED SERVICE

Size of Automated Carts (Frequency of Pickup)	Garbage Service Only (Monthly Rate)	Garbage and Recycle Service (Monthly Rate)
60 Gallon Cart (weekly)	\$18.22	\$16.22
60 Gallon Cart (every other week)	\$13.40	\$11.40

90 Gallon Cart (weekly)	\$23.47	\$20.47
90 Gallon Cart (every other week)	\$16.25	\$13.25

Note 1: Customers requiring or requesting additional (non-automated) services will be charged for those services according to the rates set forth and identified elsewhere in this Chapter.

C. CONTAINER SERVICES - NON-COMPACTED MATERIALS

1. Container service rates, where the contractor owns the container, shall be as follows:

SERVICE TYPE	SIZE OR TYPE OF CONTAINER					
	1 yd	1 2 yd 2 yd	2 yd	3 yd	4 yd	6 yd
<u>Permanent Account</u>						
<u>Monthly Rent</u>						
(See Note 2)						
Monthly Rent	\$46.72	\$62.22	\$77.68	\$111.30	\$142.46	\$214.68
(See Note 2)						
First Pickup	\$14.05	\$19.06	\$22.38	\$ 34.94	\$ 38.44	\$ 52.68
Each Additional Pickup	\$ 9.81	\$12.96	\$17.94	\$ 22.93	\$ 32.90	\$ 48.62
Special Pickups	\$12.94	\$13.50	\$21.02	\$ 26.63	\$ 38.17	\$ 56.33
<u>Temporary Account</u>						
<u>Initial Delivery</u>	\$20.00	\$20.00	\$20.00	\$ 25.00	\$ 25.00	\$ 25.00

Initial Delivery	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Pickup Rate	\$12.94	\$13.50	\$21.02	\$26.63	\$38.17	\$56.33
Rent Per Calendar Day	\$.80	\$.85	\$.90	\$1.00	\$1.00	\$1.50

Note 1: Permanent accounts: service is defined as no less than scheduled, every other week pickup, unless local ordinances require more frequent service or unless putrescibles are involved. Customers will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially filled containers.

Note 2: If rent is shown, the rate for the first pickup and each additional pickup must be the same. If rent is not shown, it is to be included in the rate for the first pickup.

Note 3: For permanent, regularly scheduled pickups, a flat monthly charge may be assessed if computed as follows: For each container provided:

- a. If monthly rent is shown: monthly rent plus (4.33 times pickup rate times number of pickups per week)
- b. If monthly rent is not shown: 1st pickup rate plus (3.33 times additional pickup rate) plus (4.33 times additional pickup rate times additional weekly pickups).

Note 4: In addition to all other applicable charges, a charge of \$14.05 per yard (assessed on a pro rata basis) will be assessed if containers are filled past their visible full limit, container lids will not close due to overfilling, or if additional materials are placed on or near the containers.

a. The contractor shall not be required to pickup the container materials if the weight of any one container exceeds 250 pounds per yard.

2. Container service rates for non-compacted materials where the contractor owns the drop box shall be as follows:

SIZE OR TYPE OF CONTAINER

SERVICE TYPE

15 yd 20 yd 25 yd 30 yd 40 yd

<u>Permanent Account</u>					
<u>Monthly Rent</u>	(See Note 3)				
Monthly Rent					
First Pickup	\$98.43	\$131.70	\$160.07	\$177.32	\$237.90
Each Additional Pickup	\$31.63	\$ 42.69	\$ 58.72	\$ 64.95	\$ 81.93
<u>Temporary Account</u>					
<u>Initial Delivery</u>	\$23.50	\$ 23.50	\$ 23.50	\$ 23.50	\$ 23.50
Initial Delivery					
Pickup Rate	\$36.41	\$ 48.50	\$ 60.63	\$ 73.62	\$ 88.58
Rent Per Calendar Day	\$ 3.30	\$ 4.15	\$ 4.55	\$ 4.80	\$ 6.65

Note 1: Rates in this section are subject to disposal fees named in Section 13.06.170, Paragraph K.

Note 2: Rates named in this section apply for all hauls not exceeding 10 miles measured from the point of pickup to the disposal site. Excess miles will be charged for at \$1.70 per mile or fraction thereof. Such charge to be in addition to all regular charges.

Note 3: Permanent accounts: If a drop box is held by a customer for a full month and no pickups are ordered, the monthly rent shall be charged, but no charges will be assessed for pickups.

Accessorial charges assessed: (lids, tarping, unlocking, unlatching, etc.)

(lids, tarping, unlocking, unlatching, etc.)

Add \$8.10 per month for lids.

B. CONTAINER SERVICES - COMPACTED MATERIALS

1. Container service rates for compacted materials where the customer owns the container shall be as follows:

B. CONTAINER SERVICES - COMPACTED MATERIALS

1. Container service rates for compacted materials where the customer owns the container shall be as follows:

Note 1: Rates in this section are subject to disposal fees named in Section 13.06.170, Paragraph K.

Note 2: Rates named in this section apply for all hauls not exceeding 10 miles measured from the point of pickup to the disposal site. Excess miles will be charged for at \$1.70 per mile or fraction thereof. Such charge to be in addition to all regular charges.

Note 3: Permanent accounts: If a drop box is held by a customer for a full month and no pickups are ordered, the monthly rent shall be charged, but no charges will be assessed for pickups.

Accessorial charges assessed: (lids, tarping, unlocking, unlatching, etc.)

(lids, tarping, unlocking, unlatching, etc.)

Add \$8.10 per month for lids.

B. CONTAINER SERVICES - COMPACTED MATERIALS

1. Container service rates for compacted materials where the customer owns the container shall be as follows:

SIZE OR TYPE OF CONTAINER

SERVICE TYPE
4 yd

Permanent Account

First Pickup \$103.29

First Pickup

Each Additional Pickup \$103.29

Note 1: Permanent accounts: service is defined as no less than scheduled, every other week pickup, unless local ordinances

require more frequent service or unless putrescibles are involved. Customers will be charged for service requested, even if fewer containers are serviced on particular trip. No credit will be given for partially filled containers.

Note 2: For permanent, regularly scheduled pickups, a flat monthly charge may be assessed if computed as follows: for each container provided: 4.33 times pickup rate times number of pickups per week.

2. Container service rates for compacted materials, where the contractor owns the drop box, shall be as follows:

Note 1: Permanent accounts: service is defined as no less than scheduled, every other week pickup, unless local ordinances require more frequent service or unless putrescibles are involved. Customers will be charged for service requested, even if fewer containers are serviced on particular trip. No credit will be given for partially filled containers.

Note 2: For permanent, regularly scheduled pickups, a flat monthly charge may be assessed if computed as follows: for each container provided: 4.33 times pickup rate times number of pickups per week.

2. Container service rates for compacted materials, where the contractor owns the drop box, shall be as follows:

SERVICE TYPE	SIZE OR TYPE OF CONTAINER					
	10 yd	12 yd	15 yd	20 yd	24 yd	25 yd
First Pickup	\$70.75	\$74.90	\$76.82	\$83.10	\$87.30	\$87.84
Each Additional Pickup	\$70.75	\$74.90	\$76.82	\$83.10	\$87.30	\$87.84

Note 1: Rates in this section are subject to disposal fees named in Section 13.06.170, Paragraph K.

Note 2: Rates named in this section apply for all hauls not exceeding 10 miles measured from the point of pickup to the disposal site. Excess miles will be charged for at \$1.70 per mile or fraction thereof. Such charge to be in addition to all regular charges.

Note 3: Permanent accounts: If a drop box is held by a customer for a full month and no pickups are ordered, the monthly rent shall be charged, but no charges will be assessed for pickups.

3. Container service rates for compacted materials, where the contractor owns the drop box, shall be as follows:

Note 1: Rates in this section are subject to disposal fees named in Section 13.06.170, Paragraph K.

Note 2: Rates named in this section apply for all hauls not exceeding 10 miles measured from the point of pickup to the disposal site. Excess miles will be charged for at \$1.70 per mile or fraction thereof. Such charge to be in addition to all regular charges.

Note 3: Permanent accounts: If a drop box is held by a customer for a full month and no pickups are ordered, the monthly rent shall be charged, but no charges will be assessed for pickups.

3. Container service rates for compacted materials, where the contractor owns the drop box, shall be as follows:

SIZE OR TYPE OF CONTAINER

SERVICE TYPE	30 yd	35 yd	40 yd
First Pickup	\$101.30	\$114.72	\$128.13
Each Additional Pickup	\$101.30	\$114.72	\$128.13

Note 1: Rates in this section are subject to disposal fees named in Section 13.06.170, Paragraph K.

Note 2: Rates named in this section apply for all hauls not exceeding 10 miles measured from the point of pickup to the disposal site. Excess miles will be charged for at \$1.70 per mile or fraction thereof. Such charge to be in addition to all regular charges.

Note 3: Permanent accounts: If a drop box is held by a customer for a full month and no pickups are ordered, the monthly rent shall be charged, but no charges will be assessed for pickups.

E. YARDWASTE

Basic Service

Level Monthly Rate Per Unit Special Pickup

Monthly Rate Per Unit Special Pickup

90 gallon container \$5.00 \$3.75 per pickup

Each additional container \$5.00 \$3.75 per pickup

Occasional extra units: (must be signed up for basic service) Occasional extra cans or units on regular pickup, shall be charged for at 1.75 per unit.

Redelivery charge: The contractor shall assess a charge of \$13.00 for delivery when a customer cancels yardwaste service and then restarts yardwaste service at the same address within 12 months. Charge will be assessed at time service is restated.

F. RECYCLING

The following charges shall apply in addition to the regular monthly charges:

\$1.60 per residential unit per month (recycle)

\$2.35 per residential unit per month (non-recycle)

13.06.160 Low income senior citizen and low income disabled citizen special garbage utility rates.

A. A person who wishes to apply for the low income senior citizen special utility rate must be 62 years of age or older on or before January 31 of the year of his or her application. Proof of age must be presented at the time of the application.

B. A person who wishes to apply for the low income disabled citizen special utility rate must qualify for and be entitled to receive special parking privileges established pursuant to RCW 46.16.381(1)(a) through (f), or be blind as defined in RCW 74.18.020(4). Proof of such disability must be presented at the time of application.

C. At the time of the application for either the low income senior citizen discount or the low income disabled citizen discount utility rates, the person making the application must reside on the property being served by the utility for which the reduced rate is being sought, and if the property is owned by the applicant, the utility account(s) must be in the applicant's name, and if the property is being rented by the applicant, the applicant must keep the city advised as to the term of tenancy. Persons in federally subsidized housing are not entitled to low income senior citizen and disabled citizen special utility rates.

D. The income for a household, combined with the income, if any, from all sources, shall be less than eighteen thousand (\$18,000) dollars for the preceding calendar year. Income from all sources whatsoever includes all income from the applicant and all income of all other persons residing in the household. The income includes railroad retirement and social security benefits. Further, the income includes such items as investment income in the form of dividends from stock, interest on savings accounts and bonds, capital gains, gifts and inheritances, net rental income from real estate, and also includes disability payments, retirement payments and annuities. Reimbursement for losses are not to be considered as income. Easily convertible assets shall not exceed the value of ten thousand (\$10,000) dollars for an individual or sixteen thousand (\$16,000) dollars for a household of two or more persons. Easily convertible assets shall include but not be limited to: stocks, bonds, cash-in-bank (savings and checking), real estate other than residence, licensed vehicles in excess of one vehicle per household.

E. The application for a low income senior citizen or a low income disabled citizen special utility rate must be filed annually with the City Finance Department prior to March 31 of each year, and if the application meets the requirements therefor, it shall be valid for the period of time until the following March 31. Any filing of an application after March 31 of any year shall apply only to utility accounts mailed after the date of filing, and shall not be applied retroactively.

F. The City Manager or designee shall be authorized and empowered to implement the procedures for application and processing of requests for low income senior citizen and low income disabled citizen special utility rates.

G. The low income senior citizen and low income disabled citizen special utility rate shall consist of the applicable city utility rates as adjusted by the following amounts:

1. CANS AND MINI-CANS

Note 1: Rates in this section are subject to disposal fees named in Section 13.06.170, Paragraph K.

Note 2: Rates named in this section apply for all hauls not exceeding 10 miles measured from the point of pickup to the disposal site. Excess miles will be charged for at \$1.70 per mile or fraction thereof. Such charge to be in addition to all regular charges.

Note 3: Permanent accounts: If a drop box is held by a customer for a full month and no pickups are ordered, the monthly rent shall be charged, but no charges will be assessed for pickups.

E. YARDWASTE

Basic Service

Level Monthly Rate Per Unit Special Pickup

Monthly Rate Per Unit Special Pickup

90 gallon container \$5.00 \$3.75 per pickup

Each additional container \$5.00 \$3.75 per pickup

Occasional extra units: (must be signed up for basic service) Occasional extra cans or units on regular pickup, shall be charged for at 1.75 per unit.

Redelivery charge: The contractor shall assess a charge of \$13.00 for delivery when a customer cancels yardwaste service and then restarts yardwaste service at the same address within 12 months. Charge will be assessed at time service is restated.

F. RECYCLING

The following charges shall apply in addition to the regular monthly charges:

\$1.60 per residential unit per month (recycle)

\$2.35 per residential unit per month (non-recycle)

13.06.160 Low income senior citizen and low income disabled citizen special garbage utility rates.

A. A person who wishes to apply for the low income senior citizen special utility rate must be 62 years of age or older on or before January 31 of the year of his or her application. Proof of age must be presented at the time of the application.

B. A person who wishes to apply for the low income disabled citizen special utility rate must qualify for and be entitled to receive special parking privileges established pursuant to RCW 46.16.381(1)(a) through (f), or be blind as defined in RCW 74.18.020(4). Proof of such disability must be presented at the time of application.

C. At the time of the application for either the low income senior citizen discount or the low income disabled citizen discount utility rates, the person making the application must reside on the property being served by the utility for which the reduced rate is being sought, and if the property is owned by the applicant, the utility account(s) must be in the applicant's name, and if the property is being rented by the applicant, the applicant must keep the city advised as to the term of tenancy. Persons in federally subsidized housing are not entitled to low income senior citizen and disabled citizen special utility rates.

D. The income for a household, combined with the income, if any, from all sources, shall be less than eighteen thousand (\$18,000) dollars for the preceding calendar year. Income from all sources whatsoever includes all income from the applicant and all income of all other persons residing in the household. The income includes railroad retirement and social security benefits. Further, the income includes such items as investment income in the form of dividends from stock, interest on savings accounts and bonds, capital gains, gifts and inheritances, net rental income from real estate, and also includes disability payments, retirement payments and annuities. Reimbursement for losses are not to be considered as income. Easily convertible assets shall not exceed the value of ten thousand (\$10,000) dollars for an individual or sixteen thousand (\$16,000) dollars for a household of two or more persons. Easily convertible assets shall include but not be limited to: stocks, bonds, cash-in-bank (savings and checking), real estate other than residence, licensed vehicles in excess of one vehicle per household.

E. The application for a low income senior citizen or a low income disabled citizen special utility rate must be filed annually with the City Finance Department prior to March 31 of each year, and if the application meets the requirements therefor, it shall be valid for the period of time until the following March 31. Any filing of an application after March 31 of any year shall apply only to utility accounts mailed after the date of filing, and shall not be applied retroactively.

F. The City Manager or designee shall be authorized and empowered to implement the procedures for application and processing of requests for low income senior citizen and low income disabled citizen special utility rates.

G. The low income senior citizen and low income disabled citizen special utility rate shall consist of the applicable city utility rates as adjusted by the following amounts:

1. CANS AND MINI-CANS

Number of Units or Type of Container	Garbage Service Only (Monthly)	Garbage and Recycle Service (Monthly)
Mini-Can	\$ 8.95	\$ 8.14
1 Can	\$10.73	\$ 9.93
2 Cans	\$15.23	\$13.63
3 Cans	\$20.06	\$17.66
4 Cans	\$24.42	\$21.22
5 Cans	\$28.98	\$24.98
6 Cans	\$33.54	\$28.74

Note 1: Customers will be charged for service requested even if fewer units are serviced on a particular trip.

Note 2: The charge of occasional extra cans or units on regular pickup shall be \$3.34 per can or unit. Over 2 cans or units, \$2.18 each.

Note 3: One pickup per month at \$4.29 per can or unit will be charged on regular, schedule, for garbage pickup only, for residential customers on an Aon call@ basis. Use special pickup rates in Section 13.06.170, Paragraph G for residential can service not otherwise covered in this section.

Note 4: Prepaid plastic bag service \$2.68 per pickup (at curb).

2. AUTOMATED SERVICE

Aon call@ basis. Use special pickup rates in Section 13.06.170, Paragraph G for residential can service not otherwise covered in this section.

Note 4: Prepaid plastic bag service \$2.68 per pickup (at curb).

2. AUTOMATED SERVICE

Size of Automated Carts (Frequency of Pickup)	Garbage Service Only (Monthly Rate)	Garbage and Recycle Service (Monthly Rate)
60 Gallon Cart (weekly)	\$14.56	\$12.98
60 Gallon Cart (every other week)	\$10.72	\$ 9.12
90 Gallon Cart (weekly)	\$18.78	\$16.38
90 Gallon Cart (every other week)	\$12.93	\$10.60

Note 1: Customers requiring or requesting additional (non-automated) services will be charged for those services according to the rates set forth and identified elsewhere in this Chapter.

3. YARDWASTE

Basic Service

Level Monthly Rate Per Unit Special Pickup

Monthly Rate Per Unit Special Pickup

90 gallon container \$4.00 \$3.00 per pickup

Each additional container \$4.00 \$3.00 per pickup

Occasional extra units: (must be signed up for basic service) Occasional extra cans or units on regular pickup, shall be charged for at 1.40 per unit.

Redelivery charge: The carrier will assess charge of \$10.50 for delivery when a customer cancels yardwaste service and then restarts yardwaste service the same address within 12 months. Charge will be assessed at time service is restated.

4. RECYCLING

The following charges shall apply in addition to the regular monthly charges:

\$1.28 per residential unit per month (recycle)

\$1.88 per residential unit per month (non-recycle)

13.06.170 Additional charges.

In addition to the garbage collection rates and charges set forth in Sections 13.06.150 and 13.06.160 of this Chapter, the City=s garbage collection service is authorized to charge and collect for garbage collection services, as follows:

A. MATERIALS REQUIRING SPECIAL TESTING AND/OR ANALYSIS

When the contractor or a garbage/refuse disposal facility determines that the testing and/or analysis of solid waste or other collected substances require the determination of whether the solid waste or other collected substance are dangerous or are prohibited substances, or are subject to restrictions on disposal so that they cannot be collected and disposed of as other solid waste and garbage substances, the actual costs for such testing and/or analysis shall be paid by the customer. Any additional costs involved in the handling, treatment and/or disposal of such materials and substances shall also be paid by the customer.

B. OVER SIZE OR OVER WEIGHT UNITS

The following additional charge of \$4.10 per unit will be added to a customer=s bill if a can exceeds the size or weight of a can identified in section 13.06.010, paragraph G.

C. OVERTIME PERIODS

When a customer requests service during overtime periods, additional charges of \$33.50 per hour, with a minimum charge of \$134.00 shall be added to the customer=s bill. Time is to be recorded to the nearest increment of 15 minutes from the time that the contractor=s vehicle is dispatched from the terminal until it returns to the terminal. No additional charges will be assessed to customers for overtime or holiday work performed solely for the convenience of the contractor.

Overtime periods include Sundays and the following holidays: New Year=s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When a holiday listed above falls on Sunday, the following Monday will be observed. When a holiday listed above falls on Saturday, the preceding Friday shall be the legal holiday.

D. RETURN TRIPS

When the contractor is required to make a return trip to pick up material that was unavailable for collection for reasons under the control of the customer, the following additional charges will apply.

Can, Unit or Mini-can \$ 3.80

Drum \$ 9.35

Bale \$ 9.35

Litter Receptacle \$ 9.35

Drop Box \$ 18.65

Container \$ 9.35

E. WALK-IN AND DRIVE-IN SERVICE

The following additional charges shall be assessed if cans of units are to be loaded by collector and if the cans or units are not placed at the curb, in the alley, or a point where the collector=s vehicle can be driven within five feet on improved access roads commonly available for public use. Driveways are not considered improved access roads commonly available for public use.

RATE

Residential Commercial

Per Month Per Pickup

1. Charge for Walk-Ins:

Over 5 ft. But not over 25 ft. \$2.80 \$.50

For additional 25 ft. or

fraction thereof, add: \$1.20 \$.30

NOTE: The contractor may elect to drive in at above rates except the charge will be limited to one can. If cans are carried over

125 ft. but are safely accessible to the contractor=s vehicle, the drive-in charge (below) will apply.

2. Drive-Ins (applies only on one can)

Drive-Ins on driveways

of over 125 ft. \$3.75 \$.80

For each additional 100 feet \$2.75 \$.75

F. CAN CARRIAGE - SPECIAL SERVICES

Residential Commercial

Per Month Per Pickup

1. Stairs or steps

For each step up or down \$.50 \$.20

2. Overhead obstructions

For each overhead obstruction

less than 8 ft. from ground \$.50 \$.20

3. Sunken or Elevated Cans or Units:

For cans or units under

ground or over 4 ft. above ground,

but not involving stairs or steps \$ 2.00 \$.50

G. ADDITIONAL COMMERCIAL CAN - UNIT SERVICE

In addition to the commercial business and multi-family rates provided in Section 13.06.150, the rates and service charges set forth below shall apply. These rates and service charges shall also apply to duplexes, apartments, mobile home parks, condominiums and similar multi-family residential facilities. Customers will be charged for service ordered, even if fewer units are serviced on a particular day.

REGULAR ROUTE SCHEDULED SERVICE

Not over 5 units grouped together, on same pickup \$ 1.94 each

Over 5 units grouped together, on same pickup \$ 1.82 each

Units not grouped together, also applies on single can \$ 1.94 each

Minimum Monthly Charge \$11.84

SPECIAL PICKUPS

One unit \$12.35 each

Each Additional unit \$ 3.75 each

FLAT MONTHLY CHARGES

Flat monthly charge may be assessed when a set number of units are serviced each week. Such monthly charge shall be computed at 4 1/3 times the applicable rates in this section and Section 13.06.170, Paragraph E for each weekly pickup. Customer will be charged for service ordered even if fewer units are serviced on a particular trip. Occasional extra units shall be charged as follow:

Each additional unit \$3.75

DRUMS

Regular Route \$12.40

Special Pickup \$20.85

H. LOOSE, BULKY AND NONCONFORMING MATERIAL

There shall be a charge for loose, bulky and nonconforming materials disposed of by the contractor, applicable to residential and commercial customers as follows:

Regular Route: Carrying (Walk-in)*

1 to 4 Additional Minimum Charge

Cu. Yd. Cu. Yds. Charge Per ea. 5=

1. Charge for Walk-Ins:

Over 5 ft. But not over 25 ft. \$2.80 \$.50

For additional 25 ft. or

fraction thereof, add: \$1.20 \$.30

NOTE: The contractor may elect to drive in at above rates except the charge will be limited to one can. If cans are carried over 125 ft. but are safely accessible to the contractor's vehicle, the drive-in charge (below) will apply.

2. Drive-Ins (applies only on one can)

Drive-Ins on driveways

of over 125 ft. \$3.75 \$.80

For each additional 100 feet \$2.75 \$.75

F. CAN CARRIAGE - SPECIAL SERVICES

Residential Commercial

Per Month Per Pickup

1. Stairs or steps

For each step up or down \$.50 \$.20

2. Overhead obstructions

For each overhead obstruction

less than 8 ft. from ground \$.50 \$.20

3. Sunken or Elevated Cans or Units:

For cans or units under

ground or over 4 ft. above ground,

but not involving stairs or steps \$ 2.00 \$.50

G. ADDITIONAL COMMERCIAL CAN - UNIT SERVICE

In addition to the commercial business and multi-family rates provided in Section 13.06.150, the rates and service charges set forth below shall apply. These rates and service charges shall also apply to duplexes, apartments, mobile home parks, condominiums and similar multi-family residential facilities. Customers will be charged for service ordered, even if fewer units are serviced on a particular day.

REGULAR ROUTE SCHEDULED SERVICE

Not over 5 units grouped together, on same pickup \$ 1.94 each

Over 5 units grouped together, on same pickup \$ 1.82 each

Units not grouped together, also applies on single can \$ 1.94 each

Minimum Monthly Charge \$11.84

SPECIAL PICKUPS

One unit \$12.35 each

Each Additional unit \$ 3.75 each

FLAT MONTHLY CHARGES

Flat monthly charge may be assessed when a set number of units are serviced each week. Such monthly charge shall be computed at 4 1/3 times the applicable rates in this section and Section 13.06.170, Paragraph E for each weekly pickup. Customer will be charged for service ordered even if fewer units are serviced on a particular trip. Occasional extra units shall be charged as follow:

Each additional unit \$3.75

DRUMS

Regular Route \$12.40

Special Pickup \$20.85

H. LOOSE, BULKY AND NONCONFORMING MATERIAL

There shall be a charge for loose, bulky and nonconforming materials disposed of by the contractor, applicable to residential and commercial customers as follows:

Regular Route: Carrying (Walk-in)*

1 to 4 Additional Minimum Charge

Cu. Yd. Cu. Yds. Charge Per ea. 5=

=

Per Yard Per Yard Per Pickup Over 8 Ft

Bulky Materials \$ 7.35 \$4.85 \$12.75 \$2.95

Loose Materials \$12.75 \$9.50 \$18.65 \$6.45

Note 1: The charges for loose, bulky and nonconforming material shall be computed on a per cubic yard basis, with fractional parts of a cubic yard being charged as a full cubic yard.

Note 2: The collection of loose, bulky and nonconforming materials shall additionally involve the assessment of applicable time rate charges set forth below.

* If the loose, bulky or nonconforming materials cannot be safely carried by the contractor, and the materials are not accessible to the contractor Per Yard Per Pickup Over 8 Ft

Bulky Materials \$ 7.35 \$4.85 \$12.75 \$2.95

Loose Materials \$12.75 \$9.50 \$18.65 \$6.45

Note 1: The charges for loose, bulky and nonconforming material shall be computed on a per cubic yard basis, with fractional parts of a cubic yard being charged as a full cubic yard.

Note 2: The collection of loose, bulky and nonconforming materials shall additionally involve the assessment of applicable time rate charges set forth below.

* If the loose, bulky or nonconforming materials cannot be safely carried by the contractor, and the materials are not accessible to the contractor=s vehicle or equipment, the contractor shall not be responsible for collection of such materials, and unless thereafter removed and disposed of by the resident, property owner or other responsible person, the accumulation of such materials may be abated by the City as a public nuisance.

I. TIME RATES

When customer orders single, special or emergency pickup, time is charged for as follows:

Time shall be recorded and charged for from the time the vehicle leaves the contractor=s terminal until return to the terminal excluding interruptions. Time to be recorded to the nearest increment of 15 minutes.

J. RATES PER HOUR

In the event that additional services are required because of a customer's terminal until return to the terminal excluding interruptions. Time to be recorded to the nearest increment of 15 minutes.

J. RATES PER HOUR

In the event that additional services are required because of a customer's deposit of loose, bulky or nonconforming materials that cannot be picked up by the contractor at the time of the regular collection schedule, or in the event that a customer requests special equipment or a special collection which cannot be provided at the time of the regular collection schedule, the following charges shall apply:

Type of Equipment Ordered Truck & Each Extra Minimum

Driver Person Charge

Single Rear Drive Axle:

Non-Packer \$36.75 \$19.45 \$36.75

Packer \$46.55 \$19.45 \$46.55

Drop Box \$48.35 \$19.45 \$48.35

Tandem Rear Drive Axle:

Packer \$67.60 \$19.45 \$67.60

Drop Box \$67.60 \$19.45 \$67.60

K. LANDFILL AND DISPOSAL COSTS

When the customer requires disposal of materials in addition to regular customer collection services or materials which involve additional landfill costs, the customer shall be responsible for those costs. Materials which involve additional landfill costs include the following:

Hidden Valley Landfill Compacted Non-Compacted

a. Municipal Solid Waste \$72.20 per ton \$ 72.20 per ton

b. Regular/Heavy Demolition \$ 74.00 per ton

c. Ash \$ 27.50 per yard

d. Sludge \$ 74.00 per ton

e. Fluff \$ 10.50 per ton

- f. Stumps \$ 74.00 per ton
- g. Car Tires \$ 6.00 each
- h. Truck Tires \$ 10.00 each
- i. Sheetrock/Plasterboard \$ 74.00 per ton
- j. Asbestos \$150.00 per yard
- k. Appliances \$ 30.00 each

L. APPLICATION OF CONTAINER AND/OR DROP BOX RATES

Regardless of the amount of waste material in the container at pickup time, full pickup and rental rates will apply.

Time rates named in Section 13.06.170, Paragraphs I and J will apply on material which must be taken to a special site for disposal.

Time rates named in Section 13.06.170, Paragraphs I and J will apply when a truck must wait at or return to the customer's site to provide scheduled service due to no disability, fault or negligence on the part of the collector. Actual waiting time or time taken in returning to the site will be charged for.

Rates for compacted material apply only when such material has been compacted prior to its pickup by collector. Loose Material dumped into the collector's packer truck from a container will be subject to the rates for non-compacted material even though the material may be compacted later in the packer truck.

M. ROLL OUT CHARGES

1. A roll out charge will be assessed where, due to circumstances outside his/her control, driver is required to move the container more than five feet but less than 25 feet in order to reach the truck.

Charge per container \$1.80 per pickup.

2. A roll out charge will be assessed where, due to circumstances outside his/her control, driver is required to move an automated cart or toter more than 25 feet in order to reach the truck.

Charge per cart or toter \$1.80

N. WASHING AND SANITIZING CONTAINERS AND DROP BOXES

When the contractor is required to wash and sanitize containers and drop boxes as a result of the use by a customer of such containers or drop boxes, the customer shall be responsible for the costs thereof, as follows:

Type of Service Provided Per Yard Minimum Charge

Washing \$1.75 \$ 9.25

Steam Cleaning \$3.80 \$18.60

Sanitizing \$3.80 \$18.60

Pickup and redelivery charge:

Charge per Container

Up to 8 yards \$18.60

Over 8 yards \$27.80

Service to be provided as required by local or state health or solid waste service rules, customer request, or at the discretion of the carrier if in the carrier=s judgment the container or drop box is in such a condition as to violate said laws.

13.06.180 Maintenance of containers.

A. Customers shall keep their refuse containers clean to prevent an odor nuisance, and in good repair. Containers cracked or rusted and therefor not water tight, without two handles, or without a tight-fitting lid, are not acceptable.

B. A contractor shall keep all refuse containers owned by him clean inside and out to prevent an odor nuisance. A contractor shall also place a violation tag, identifying the violation, on refuse containers owned by customers found to be in violation of this Section. Containers so tagged by the contractor shall not be emptied until the violation is corrected by the customer.

C. Customers with containers not kept in good repair and so identified by tagging with the contractor shall correct the violation within five days of the tagging. Failure to comply with the tagged notice to repair or replace an unacceptable refuse container shall be unlawful.

13.06.190 Dead animals.

No occupant or owner of the premises for which service is rendered shall allow the dead carcass of any animal or fowl owned

by him to remain within the City limits for a period of more than twenty-four hours after the death of same and shall, upon the death of such animal, cause the same to be removed from the limits of the City within twenty-four hours after the discovery of the death thereof and properly disposed of. Dead animals shall be disposed of through procedures approved and/or accepted by the Pierce County Humane Society or other agency authorized to dispose of dead animals. Dead animals shall not be disposed of as solid waste nor through regular garbage collection services. Violation of this Section shall constitute a violation punishable pursuant to Section 13.06.220 of this Chapter.

13.06.200 Authority to contract for service.

A. For the purpose of carrying out the collection of refuse, the council may enter into a contract with any suitable person, firm, partnership, association, corporation, or other entity to collect and remove refuse within the City.

B. Notwithstanding the provisions of any contract executed by the City following bid procedures, additional contracts with subsequent licensees for refuse collection service may be executed by the City upon a proper showing of the inability or refusal of the first contractor to provide an adequate level of refuse collection service. Should any such additional and subsequent contract be executed by the City, the rates for such refuse collection service shall be identical to those currently in effect as established by the bid procedures.

C. No person, firm, partnership, association, corporation, or other entity shall provide refuse collection service within the City without an executed contract with the City.

D. Anyone entering into such a contract with the City shall be considered to be a licensed contractor. Nothing in this Section shall preclude a private citizen from disposing of his/her own refuse, subject to the provisions hereof, including Section 13.06.040.

13.06.210 Billing for garbage service - Delinquencies.

A. Pursuant to the provisions hereof, including Section 13.06.040, and subject to the specific exceptions thereto, the charges for garbage service shall be billed monthly for commercial customers and every other month for residential customers by the licensed contractor to the owner of record, or purchaser of record, of the serviced property, who shall be responsible for the payment thereof as provided by City Ordinance. It shall be the duty of each owner or purchaser of said serviced property to maintain said charges in a current paid condition. Charges on accounts shall be paid by the owner or tenant, on or before the 20th day of the month following date of billing and, if not paid, shall become delinquent after the 20th day of that month. Payments garbage service accounts shall be made at the offices of the licensed contractor as indicated on the statement or as otherwise directed by City Ordinance.

B. Service may be suspended for non-payment of garbage collection accounts and billings, however, such suspension shall not relieve the person owing such account of the duty of complying with the provisions of this Chapter.

C. In addition to the other remedies available to the City for collection of its charges and enforcement of its lien for City utility services, there shall be a penalty charged on the unpaid balance of delinquent water, sewer and garbage accounts at the rate of one and one-half percent per month, or \$1.50, whichever is greater, which penalty shall accrue the date that the billing becomes delinquent, until the total of said charges and penalty have been paid in full. In the event of suit by the City to collect said charges and penalty, the court shall award the City its reasonable attorneys fees and costs incurred thereby.

13.06.220 Violations and penalties.

It shall be a misdemeanor for any person to violate or failure to comply with the requirements of this Chapter. It shall also be a misdemeanor for any person to dump or deposit garbage or garbage containers on the property of another where the result would be to increase or add to the collection services received by the property of another so as to bring that level of service out of conformity with the level of service provided to the property or to make the property of another in violation of the City Code.

Section 2. Severability.

If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances shall not be affected.

Section 3. Effective Date.

That this Ordinance shall be in full force and effect five (5) days after publication of the Ordinance Summary and on April 1, 1996.

ADOPTED by the City Council this 31st day of January, 1996.

CITY OF LAKEWOOD

/S/

Bill Harrison, Mayor

Attest:

/S/

Alice M. Bush, CMC, City Clerk

Approved as to Form:

/S/

Daniel B. Heid, City Attorney

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