

ORDINANCE NO. 634

AN ORDINANCE of the City Council of the City of Lakewood, Washington, amending Chapter 13.06 of the Lakewood Municipal Code providing for garbage collection services.

WHEREAS, in connection with the need to ensure the provision of garbage and refuse collection services within the City, the City established its garbage collection utility, providing for rates and regulations thereof; and,

WHEREAS, and an updated contract for such services with Waste Connections makes it necessary to amend code language; and,

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

Section 1: Chapter 13.06 of the Lakewood Municipal Code entitled Garbage Collection Services is hereby amended to read as follows:

13.06.010 "Definitions – A"

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

"Alley" 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.

"Automated Carts" means a cart with a tight fitting lid designed to be picked up and emptied by mechanical means.

"Automated Service" means garbage or recycling collection services where specific containers or carts are provided that are emptied into a garbage truck by mechanical means controlled by the operator.

~~D. "Bale" means material compressed by machine and securely tarped or banded.~~

~~E. "Bulk containerized services" means use of drop boxes in excess of ten cubic yards in size as approved by the public works director.~~

~~F. "Bulky Materials" means empty carriers, cartons, boxes, crates, etc., or materials offered for disposal, all of which may be readily handled without shoveling.~~

~~G. "Can" 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. "Cart" 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. "Charge" 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. "City's Contractor" means the private company performing municipal Solid Waste collection and transportation services under written agreement with the City.

K. "Commercial account" means any group of dwelling units in excess of two, or places of business providing goods or services.

L. "Compacted 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.

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

N. "Compactor 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.

O. "Container" 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.

P. "Containerized 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.

Q. "Drop Box" means a container which is placed on the contractor's truck by mechanical means, hauled to a disposal site and returned to customer's premises.

R. "DRUM" means a metal container of approximately 50 gallon capacity, generally used for oils or solvents. Maximum weight not to exceed 75 pounds when filled.

S. "Garbage" 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 "garbage" and "refuse" shall be synonymous.

T. "Gate Charge" means a flat fee charged for opening, unlocking or closing gates in order to pickup solid waste.

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

V. "Litter 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.

W. "Loose Material" means material not set out in bags or containers. Also includes materials which must be shoveled.

X. "Mini-Can" means 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.

Y. "Nonconforming 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.

Z. "Packer" means a device or vehicle specially designed to pack loose materials.

AA. "Pass through fees" are fees that are billed directly to the customer without markup or

markdown by the solid waste collection company.

BB. "Permanent Service" is, in conjunction with containers and drop boxes, when service is provided for a period of more than ninety days.

CC. "Permittee" means a person or entity who collects and transports Recyclables under the authority of a permit and/or license issued under this Chapter and in compliance with RCW Chapter 70.95.

DD. "Rate" 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.

EE. "Recyclables" means only those materials that are source separated from and uncontaminated by Solid Waste by the generator for transformation or remanufacturing into usable or marketable materials for use other than landfill disposal or incineration.

FF. "Recycling Cart or Container" means a cart, container or receptacle of any size specifically designed, intended or designated for collection of recyclables.

GG. "Residential account" means any dwelling unit or group of dwelling units not exceeding two in number, used exclusively as a place of residence.

HH. "Solid Waste" means all residential and nonresidential putrescible and nonputrescible solid and semisolid waste generated within the City, excluding Recyclables. Solid Waste includes, but is not limited to, garbage, refuse, rubbish, demolition and construction waste, recyclable materials collected from residential locations, and all residual waste remaining after recycling.

I. "Special 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.

JJ. "Temporary 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.

KK. "Toter" is a wheeled plastic container. If supplied by the customer, it must be compatible with the contractor's equipment. May also be referred to as a cart. Type and size shall be as defined in the sections identifying rates.

LL. "Transporter" means a person or entity offering services consisting of collection and/or transportation of Recyclables from generators within the City of Lakewood. For the purposes of this section, 'transporter' has the same meaning as contained in RCW 70.95.400, as that section does now exist or as hereinafter may be amended. A lawful transporter is one who is in compliance with or specifically exempted from compliance with LMC section 13.06.300 and RCW section 70.95.400 prior to collecting and transporting recyclables within the City of Lakewood.

MM. "Trash" means weeds and grasses and waste materials except rocks, concrete, bricks, dirt, plaster and similar building materials.

H. "Unit" 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.

NN. "Unlatching 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.

OO. "Unlocking Fee" means a flat fee imposed by the contractor when its personnel must unlock padlocks or other locking devices to perform pickup service.

PP. "Yardwaste Cart or Container" means a cart or container specifically designed or designated for the collection of yardwaste.

13.06.011 Definitions – B

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

"Bale" means material compressed by machine and securely tarped or banded.

"Bulk containerized services" means use of drop boxes in excess of ten cubic yards in size as approved by the public works director.

"Bulky Materials" means empty carriers, cartons, boxes, crates, etc., or materials offered for disposal, all of which may be readily handled without shoveling.

13.06.012 Definitions – C

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

"Can" 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.

"Cart" 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.

"Charge" 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.

"City's Contractor" means the private company performing municipal Solid Waste collection and transportation services under written agreement with the City.

"Commercial account" means any group of dwelling units in excess of two, or places of business providing goods or services.

"Compacted 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.

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

"Compactor 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.

"Container" 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.

"Containerized 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.

13.06.013 Definitions – D

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

"Drop Box" means a container which is placed on the contractor's truck by mechanical means, hauled to a disposal site and returned to customer's premises.

"DRUM" means a metal container of approximately 50 gallon capacity, generally used for oils or solvents. Maximum weight not to exceed 75 pounds when filled.

13.06.014 Definitions – E

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

13.06.015 Definitions – F

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

13.06.016 Definitions – G

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

"Garbage" 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 "garbage" and "refuse" shall be synonymous.

"Gate Charge" means a flat fee charged for opening, unlocking or closing gates in order to pickup solid waste.

13.06.017 Definitions – H

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

13.06.018 Definitions – I

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

13.06.019 Definitions – J

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

13.06.020 Definitions – K

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

13.06.021 Definitions – L

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

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

"Litter 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.

"Loose Material" means material not set out in bags or containers. Also includes materials which must be shoveled.

13.06.022 Definitions – M

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

"Mini-Can" means 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.

13.06.023 Definitions – N

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

"Nonconforming 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.

13.06.024 Definitions – O

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

13.06.025 Definitions – P

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

"Packer" means a device or vehicle specially designed to pack loose materials.

"Pass through fees" are fees that are billed directly to the customer without markup or markdown by the solid waste collection company.

"Permanent Service" is, in conjunction with containers and drop boxes, when service is provided for a period of more than ninety days.

"Permittee" means a person or entity who collects and transports Recyclables under the authority of

a permit and/or license issued under this Chapter and in compliance with RCW Chapter 70.95.

13.06.026 Definitions – O

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

13.06.027 Definitions – R

"Rate" 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.

"Recyclables" means only those materials that are source-separated from and uncontaminated by Solid Waste by the generator for transformation or remanufacturing into usable or marketable materials for use other than landfill disposal or incineration.

"Recycling Cart or Container" means a cart, container or receptacle of any size specifically designed, intended or designated for collection of recyclables.

"Residential account" means any dwelling unit or group of dwelling units not exceeding two in number, used exclusively as a place of residence

13.06.028 Definitions – S

"Solid Waste" means all residential and nonresidential putrescible and nonputrescible solid and semisolid waste generated within the City, excluding Recyclables. Solid Waste includes, but is not limited to, garbage, refuse, rubbish, demolition and construction waste, recyclable materials collected from residential locations, and all residual waste remaining after recycling.

"Special 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 additional rate charges will apply.

13.06.029 Definitions – T

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

"Temporary 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.

"Toter" is a wheeled plastic container. If supplied by the customer, it must be compatible with the contractor's equipment. May also be referred to as a cart. Type and size shall be as defined in the sections identifying rates.

"Transporter" means a person or entity offering services consisting of collection and/or transportation of Recyclables from generators within the City of Lakewood. For the purposes of this section, 'transporter' has the same meaning as contained in RCW 70.95.400, as that section does now exist or as hereinafter may be amended. A lawful transporter is one who is in compliance with or specifically exempted from compliance with LMC section 13.06.300 and RCW section 70.95.400 prior to collecting and transporting recyclables within the City of Lakewood.

"Trash" means weeds and grasses and waste materials except rocks, concrete, bricks, dirt, plaster

and similar building materials.

13.06.030 Definitions – U

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

"Unit" 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.

"Unlatching 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.

OO. "Unlocking Fee" means a flat fee imposed by the contractor when its personnel must unlock padlocks or other locking devices to perform pickup service.

13.06.031 Definitions – V

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

13.06.032 Definitions – W

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

13.06.033 Definitions – X

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

13.06.034 Definitions – Y

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

"Yardwaste Cart or Container" means a cart or container specifically designed or designated for the collection of yardwaste.

13.06.035 Definitions – Z

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

13.6.0420 - Enforcement Authority

A. The City Manager or designee (hereinafter referred to as the "City") shall enforce the provisions of this Chapter and shall have the power to supervise the work performed by the City's

Contractor to ensure that the collection, removal, and disposal of refuse Solid Waste is consistent with the provisions of this Chapter.

B. It is unlawful for anyone, except the following, to haul Solid Waste through the streets in the City:

1. The City's Contractor;
2. Citizens who self-haul Solid Waste originating within their own establishments; and
3. Businesses who, in their own vehicles, transport Solid Waste purely as an incidental adjunct to some other established private business owned or operated by them in good faith. This private-carrier exemption does not include persons transporting solid waste from residential sources, such as apartment houses or mobile home parks, in vehicles designed or used primarily for the transport of solid waste. (Ord. 371 § 3, 2005 [13.6.020]; Ord. 337 § 3, 2004; Ord. 51 § 1(part), 1996.).

13.6.04530 - 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 pick up 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. (Ord. 371 § 4, 2005[13.6.030]; Ord. 51 § 1 (part), 1996.)

13.6.0540 - 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 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. (Ord. 371 § 5, 2005 [13.6.040]; Ord. 51 § 1 (part), 1996.)

13.6.05550 - Unlawful Accumulations

A. It is unlawful for any occupant or owner of any building, lot or premises in the City to allow accumulations of garbage in a 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(s) 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) day's 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.

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. (Ord 371 § 6, 2005 [13.6.050]; Ord. 51 § 1 (part), 1996.)

13.6.060 - 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. (Ord. 51 § 1(part), 1996.)

13.06.070 Residential Collection – Method and Frequency

A. Cans, containers or carts 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 offer weekly, every other week or monthly refuse collection service. Recyclables will be picked up every other week except as otherwise provided for in this section.

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 carts by the licensed contractor, which carts 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 carts 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 carts 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 recycling carts for automated service at the front curblin 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 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 it 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. Co-mingled recycling services shall be available to residential customers of the City, with the collection of recycle materials occurring curbside and in a manner compatible with the collection for regular garbage collection. Co-mingled recycling collection shall involve collection of newspapers, cardboard, magazines, mail, mixed paper, catalogs, tin and aluminum cans, milk jugs and plastic bottles with necks smaller than their bases, paper milk-type cartons, phone books, shredded paper, paper bags, cereal boxes, and paper frozen food boxes. The co-mingled recycling cart shall be provided to the customer by the contractor and shall remain the property of the contractor. In connection with co-mingled recycling services, the following shall apply:

1. Co-mingled recycling services will not include the following materials: glass jars or containers, ceramics, Styrofoam peanuts, glassware, batteries, aerosol cans, toxic containers such as oil bottles, plastic tubs, plastic lids, foil, plastic bags, light bulbs, potato chip bags, plastic cups, Styrofoam containers, frozen food bags, pill bottles, juices boxes, clothes hangers, or any food contaminated items such as paper plates, napkins or pizza boxes.

2. Co-mingled recycling services for single family and multi-family residential units up to five units shall be provided every other week collection service at the same time and date throughout the year.

3. Co-mingled recycling services for multi-family residential units with six or more units shall be provided on a weekly basis or as needed. Multi-family residential units with six or more units that have garbage collection by a container, drop box or compactor of one (1) yard or greater in capacity shall be charged per dwelling unit at the multi-family rate. set forth in section 13.06.150.

4. 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.

B. 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 this Chapter.

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

~~C. The contractor shall provide 90 gallon yardwaste containers.~~

~~D. 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.~~

13.6.120 - 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. (Ord. 51 § 1(part), 1996.)

13.6.130 - 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. (Ord. 51 § 1(part), 1996.)

Container Filled Beyond Top 28.76 Per Yard (assessed pro-rata) *

* Weight not to exceed 250 lbs per yard

~~2. DROP BOX CONTAINER SERVICE SUBJECT TO DISPOSAL FEE~~

- 15 Yard 20 Yard 25 Yard 30 Yard 40 Yard

Permanent—Monthly Rate 149.29 199.75 242.77 268.93 400.20

Permanent—Additional Pickup 47.95 64.75 89.04 98.50 124.26

Temporary—Initial Delivery 35.66 35.66 35.66 35.66 35.66

Temporary—Pickup Rate 55.23 73.56 91.97 111.64 134.34

Temporary—Charge Per Day 5.02 6.29 6.89 7.29 10.09

- - - - -

Per Month Lid Rate 12.32 -

Over 10 Miles to Disposal 2.58 Per Mile

~~D. 1. COMPACTED MATERIAL—CUSTOMER OWNED FRONT LOADER~~

- 3 Yard 4 Yard

Per Pickup (not less than weekly) 161.01 211.45

Per Pickup (on-call less than weekly) 193.22 253.75

Monthly Rate—Weekly Collection 697.69 916.33

~~2. COMPACTED MATERIAL—CUSTOMER OWNED DROP BOX SUBJECT TO DISPOSAL FEE~~

- 10 yard 12 yard 15 yard 20 yard 24 yard 25 yard 25+ yard

Per Pickup 107.30 113.59 116.53 126.03 132.42 133.24 5.76

~~E. YARDWASTE~~

- Monthly Rate Special Pickup Per Pickup

95 Gallon Container 7.89 5.91 -

Additional Container 7.89 5.91 -

Occasional Extra Units - - 2.86

Redelivery Charge - - 22.61

~~F. RECYCLING PER MULTI-FAMILY RESIDENTIAL UNIT PER MONTH~~

- Monthly

Recycling—Per Unit 5.21

Non-Recycling—Per Unit 6.56

It is provided, however, that the City Manager or designee shall advise the City Council, on or before February 1 of each year, or as otherwise directed by the City Council, of the current or then current garbage and recycling rates and the amount of the January to January CPI-U for Seattle/Tacoma/Bremerton for the prior year, and then the City Manager or designee is authorized to implement an increase in rates over the current or then current rates, to take effect during or after the

year 2001, which increase shall be in the amount of the January to January CPI-U for Seattle/Tacoma/Bremerton for the prior year, to become effective March 1 of the current year, Provided that, if prior to the effective of any such yearly rate increase, the City Council requests information to show that the increase is justified, the increase may be denied or modified if the information does not show justification for such increase.

13.6.160 – 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:

The garbage collection and recycling rates for qualified low income senior citizens and qualified

low income disabled citizens shall be at the rate of 80% of the otherwise applicable residential and garbage and recycling rate as provided in this chapter.

H. The current rates applicable under this Section are as follows:

Effective the 1st day of March, 2015, the garbage collection rates shall be as follows:

1. CAN AND MINI-CAN SERVICE

Weekly Service

Type of Container	Mini	1-Can	2-Cans	3-Cans	4-Cans	5-Cans	6-Cans
Refuse Service Only	19.12	22.54	31.22	40.47	48.31	57.69	66.44
Refuse & Recycling	17.54	20.98	28.12	37.34	42.75	49.98	57.19

Special/Extra Service

Refuse only: One Can/ Month	8.24	per Month
Occasional Extra Cans	6.44	per Can, for first two Cans
Occasional Extra Cans	4.19	per Additional Can over two

2. AUTOMATED SERVICE

Monthly Rates	Recycling	Non-Recycling	Recycling	Non-Recycling
65 Gallon Weekly	26.85	29.95	65 Gallon Every Other Week	19.43 20.98
95 Gallon Weekly	33.43	38.03	95 Gallon Every Other Week	22.30 26.89

3. YARDWASTE

	Monthly Rate	Special Pickup	Per Pickup
95 Gallon Container	6.30	4.73	-
Additional Container	6.30	4.73	-
Occasional Extra Units	-	-	2.29
Redelivery Charge	-	-	18.07

4. RECYCLING PER MULTI-FAMILY RESIDENTIAL UNIT PER MONTH

-	Monthly
Recycling Per Unit	4.16
Non-Recycling Per Unit	5.24

It is provided, however, that the City Manager or designee is authorized to implement an adjustment in rates from the amount of the current or then current rates, to take effect during or after the year 2001, which adjustment shall maintain the low-income senior citizen and low-income disabled citizen rates at 80% of the otherwise applicable residential and garbage and recycling rates as provided in this chapter, to become effective contemporaneous with the adjustment of the otherwise applicable residential and garbage and recycling rates, if any.

13.6.170 - Additional Charges

Effective the 1st day of March, 2015, the garbage collection rates shall be as follows:

A. Additional Handling Costs Rear Packer, Per Hour	95.09
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B.	Additional Cost For Over-Size or Over-Weight Container	8.42		
C.	Overtime with 4 Hour Minimum—Per Hour	68.59		
D.	Return Trip for a Can, Unit or Mini Can	7.51		
-	Return Trip for a Container, Drum or Bale	19.16		
-	Return Trip for a Drop Box	32.19		
-	-	-	Residential	Commercial
E.	Walk-In/Drive-In Service		Monthly	Per Pickup
-	Walk-In over 5 feet, but not over 25 feet	5.40		1.02
-	Walk-In over 25 feet—each 25 feet	2.31		0.63
-	Drive-In on Driveway over 5 feet but not over 125 feet	7.22		1.64
-	Drive-In over 125 feet—each 100 feet	5.29		1.56
-	-	-	Residential	Commercial
F.	Can Carriage—Special Service		Monthly	Per Pickup
-	Each stair step—up or down	0.97		0.39
-	Each overhead obstruction (less than 8 feet)	0.97		0.39
-	Each sunken or elevated can (4 feet above ground)	3.85		1.04
G.	Additional Commercial Can—Unit Service			
-	Regular Route Scheduled Service Can Count	-		-
-	Grouped Together, Same Pickup less than 5 units	3.98		Per unit
-	Grouped Together, Same Pickup 5 or more units	3.73		Per unit
-	Not Grouped Together, Same Pickup	3.98		Per unit
-	Minimum Monthly Charge	24.26		-
-	-	-	-	-
-	Special Pickup	-	-	-
-	One Unit	25.28	-	-
-	Each Additional Unit	7.68	-	-
-	-	-	-	-
H.	Flat Monthly Charge	-	-	-
-	4.33 times the applicable rate	-	-	-
-	Each Additional	7.68	-	-
-	-	-	-	-
I.	Drums	-	-	-
-	Regular Route	25.36	-	-
-	Special Pickup	42.70	-	-
J.	Rates per Hour	-		
-	Minimum One Hour Charged in 15 Minute Increments	-		
-	Single Axle Non-Packer	75.21		

-	-	Single Axle Packer			95.31	
-	-	Tandem Axle			138.41	
-	-	Extra Person			39.82	
-	-	Packer Turn Around			69.20	
-	-	-	-	-	-	-
K.		Landfill Costs	-	-	-	-
-	-	a. Municipal Solid Waste	151.42	per ton	g. Car Tires	8.93
						PER ITEM
-	-	b. Demolition	151.42	per ton	h. Truck Tires	14.89
						PER ITEM
-	-	c. Ash	40.95	per ton	i. Sheetrock	151.42
-	-	d. Sludge	151.42	per ton	j. Asbestos	223.34
-	-	e. Fluff	16.52	per ton	k. Appliances	44.67
-	-	f. Stumps	151.42	per ton	-	-
L.		Roll Out Charges				-
-	-	Container or Cart is rolled out between 5 and 25 feet			3.56	
-	-	Each Additional 5-foot increment beyond 25 feet			3.56	
M.		Washing and Sanitizing Containers and Drop Boxes				-
-	-	Washing Rate per yard	3.57	-	Minimum Charge	18.93
-	-	Steam Cleaning rate per yard	7.84	-	Minimum Charge	38.03
-	-	Pickup and Redelivery for Containers		-		38.03
-	-	Pickup and Redelivery for Drop Boxes		-		50.06
N.		Administrative and Billing Costs				-
-	-	Returned Check or Payment			23.28	
-	-	Restart Service after non-pay stop			17.46	
O.		Lost Container Charge			104.80	
-	-	Reversed if returned			-	
P.		Lock Charge Deposit			11.65	
Q.		Gate Charge			4.13	
R.		Additional Recycle Container			7.40	
S.		Compactor Box Rental			137.90	

It is provided, however, that the City Manager or designee shall advise the City Council, on or before February 1 of each year, or as otherwise directed by the City Council, of the current or then current garbage and recycling rates and the amount of the January to January CPI-U for

~~Seattle/Tacoma/Bremerton for the prior year, and then the City Manager or designee is authorized to implement an increase in rates over the current or then current rates, to take effect during or after the year 2001, which increase shall be in the amount of the January to January CPI-U for Seattle/Tacoma/Bremerton for the prior year, to become effective March 1 of the current year, Provided that, if prior to the effective of any such yearly rate increase, the City Council requests information to show that the increase is justified, the increase may be denied or modified if the information does not show justification for such increase.~~

13.6.180 - 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~~therefore 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.

13.6.190 - 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. (Ord. 51 § 1(part), 1996.)

13.6.200 - 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 13.06.0540, 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 on 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.

13.6.220 - 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. (Ord. 51 § 1(part), 1996.)

13.6.300 - Transporter permit required

A. Unless specifically and statutorily exempted from compliance, no Transporter other than the City's Contractor shall collect Recyclables from generators within the City without having obtained a permit from the City of Lakewood.

B. Permits shall be issued for each calendar year and the permit shall be valid from January 1 through December 31 of the year for which it was issued. A permit or renewal fee shall be paid for each calendar year, and each application for a permit or renewal shall include the full amount of the annual fee for the year for which the permit is sought regardless of when the fee is paid. A permit is

not required of the City's Contractor in the transport of Recyclables.

C. Nothing in this Chapter shall prevent the operation of a recycling company or nonprofit entity collecting and transporting Recyclables from a buy-back center, drop box, or from a commercial or industrial generator of Recyclables within the City, or under agreement with the City's Contractor, so long as a Permit is obtained, appropriate Fees paid and operations are otherwise in compliance with this Chapter.

D. Nothing in this Chapter shall prevent the operation of a commercial or industrial generator of commercial Recyclables, in selling, conveying, or arranging for transportation of Recyclables to a recycler for reuse or reclamation, so long as a permit is obtained, appropriate fees paid, and operations are otherwise in compliance with this Chapter.

E. Any Transporter who collects Recyclables within the City without a permit shall be subject to a civil penalty of up to \$500 per day. (Ord. 436 § 2, 2007; Ord. 337 § 4, 2004.)

13.6.310 - Transporter permit application

Applications for permits or the renewal thereof shall be made to the Public Works Department on forms provided by it, no later than the deadline stated on the form. The application shall include:

1. The name, street and mailing address, and business telephone number of the applicant;
2. Applicant business ownership information, responsible official and contact person;
3. Business license number;
4. Proof of liability insurance;
5. Indemnification language as proscribed by the City.~~An agreement to indemnify and hold harmless the city and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the Permittee, its officers, agents, and employees, or any of them relating to or arising out of the performance of this Permit; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the Permittee and their respective officers, agents, and employees, or any of them, the Permittee shall satisfy the same to the extent that such judgment was due to the Permittee's negligent acts or omissions;~~
6. Any other relevant information deemed necessary by the City Manager or his designee, including proof of compliance with state or federal regulations;
7. An application fee of \$1,000 or a renewal fee of \$1,000; and
8. An agreement to abide by the terms of this Ordinance.

13.6.320 - Collection Requirements

A. To the greatest extent practicable, the Permittee shall avoid stopping of collection vehicles while collecting Recyclables or placing containers, including drop-boxes in a manner that blocks the passage of other vehicles or pedestrians on public streets or sidewalks.

B. Where a generator has terminated service after following the applicable rules, it is a violation of this Ordinance for a Permittee to leave containers provided by the Permittee in place at the generator's location for more than ten (10) calendar days after the generator has given written notice of termination.

C. The Permittee shall pick up all material in the public right-of-way as a result of being blown, littered, broken, or leaked in the course of collection subsequent to being set out by the Generator.

(Ord. 337 § 6, 2004.)

13.6.330 - Performance Standards

A. The Permittee shall ensure that all of its vehicles and containers are constructed, loaded, operated and maintained in a manner to reduce to the greatest extent practicable dropping, leaking, blowing, sifting or escaping of Recyclables or the vehicle's fuel, hydraulic fluid or lubricants from the vehicle onto private property and public streets while stationary or in transit excepting (a) normal leakage of fuel, hydraulic fluid or lubricants typically associated with a properly maintained vehicle; and (b) leakage of fuel, hydraulic fluid or lubricants due to equipment failure provided that the failure is immediately corrected and the leakage is cleaned up as soon as practicable.

B. The Permittee shall ensure that every open-body collection vehicle has either a cover which shall be an integral part of the vehicle or a separate cover for the vehicle. This cover shall be used while in transit, except during the transportation of bulky waste, including but not limited to stoves, refrigerators and similar "white goods."

C. Vehicle Identification.

1. The Permittee shall ensure that all of its vehicles bear a clearly visible motor carrier identification number.

2. All vehicles shall be clearly identified by displaying the Permittee's name and telephone number prominently and conspicuously on both sides of the vehicle.

D. Compliance with Legal Requirements.

1. Permittee shall comply with all applicable federal, state and local laws and regulations, including but not limited to all regulations and requirements of the State of Washington and all ordinances and regulations of the City of Lakewood.

2. Permittee shall notify Lakewood within two days of receiving notice from a responsible agency that it is not in compliance as required in subsection (D)(1).

3. If a Permittee fails to comply as required in subsection (D)(1), Lakewood will suspend that Permittee's permit until the Permittee has cured the violation in a manner satisfactory to the Public Works Department. In addition, the Public Works Department will not issue a permit to any company that is not in compliance as required in subsection (D)(1) at the time of annual permit renewal each January 1st until any violation is corrected.

4. All collection equipment must be maintained and operated in compliance with all local and state statutes, ordinances and regulations including compliance with regulations related to the safety of the collection crew and the public.

5. All parking, storage and maintenance facilities shall comply with all applicable zoning ordinances and any other applicable local and state statutes, ordinances and regulations. Areas for parking, repair, storage or cleaning of vehicles or equipment shall not be located in areas zoned as residential under local zoning ordinances. (Ord. 337 § 7, 2004.)

13.6.340 - Recyclables Container or Cart Location Registration and Fee Required

A. After obtaining a Transporter permit, a Transporter may place recycling cart or container at any lawful location within the City. Within thirty (30) days after placing a recycling cart or container, the Transporter shall notify the Public Works Department in writing of the address and location of each cart or container and shall pay a location registration fee in the amount of one hundred dollars (\$100) per cart or container and per location. A recycling cart or container placed in

a registered location may be removed or replaced with a different cart or container at the Transporter's discretion.

B. The Transporter shall clearly identify all of its recycling collection carts or containers including compactors, by displaying the Transporter's name and telephone number prominently and conspicuously on at least the portion of the container that is visible when the container is being used to store materials. The Transporter shall mark every cart, container or receptacle of any size intended for the collection of recyclables using an identification system that gives each container a unique number or number/letter combination to enable tracking the location of carts and containers that are found placed in a public right-of-way.

C. Registration of a location for placing a recyclables cart or container and payment of the fee therefore shall authorize the Transporter to have a cart or container in that location for one year, beginning January 1 and ending December 31 of the calendar year for which the location fee was paid and the permit issued. A cart or container location registration must be renewed each year thereafter and a renewal fee of one hundred dollars (\$100) must be paid in order to renew the location registration. The registration or renewal fee must be paid in full for the year in which the location is registered regardless of when during the year the fee is paid or the location registered. Cart or container location registration fees are not transferable to a new location or to a different business entity, but must be paid for each location at which a cart or container is placed and for each distinct entity that places a cart or container.

D. Any business that places or maintains a recyclables cart, container or receptacle of any size within the City of Lakewood without first obtaining a Transporter's permit and registering the location with the City Public Works Department and paying the application registration or renewal fee shall be subject to a civil penalty of up to five hundred dollars (\$500) per day. (Ord. 436 § 4, 2007; Ord. 337 § 8, 2004.)

13.6.350 - Access For Inspections and Delivery of Notices

A. The Permittee shall make all company premises, facilities and records related to its operations under this Ordinance (including, but not limited to: offices, vehicles, storage areas, nonfinancial records, records pertaining to the origin of any loads collected by the Permittee, receipts for the sale or delivery of collected Recyclables, customer lists, and all records related to vehicle maintenance and safety) available for inspection by Public Works Department employees within 24 hours of notice by telephone.

B. The Permittee shall provide the Public Works Department with an after-hours telephone number to be used in emergencies.

C. The Permittee shall notify the Public Works Department of anticipated changes in addresses and telephone numbers for any facilities regulated by this Ordinance, including but not limited to office, mailing address, yard location(s), and the after-hours phone number. Such notice shall be provided to the Public Works Department in writing no less than ten business days before such change.

D. The Permittee shall notify the Public Works Department in writing of changes in company contact persons and responsible officials within one week after such changes. .

(Ord. 337 § 9, 2004.)

13.6.360 - Disposal Prohibited; Record Keeping

A. Permittees shall deliver Recyclables only to manufacturers, recycling centers, material recovery facilities or other processing facilities, and shall not deliver any Recyclables to a transfer station or landfill.

~~B. Residual Solid Waste shall be removed prior to the Permittee transporting the container from the collection site. Such removed material shall be placed in a container provided by the City's Contractor at the City's rates and paid for by the Permittee.~~

~~C. B.~~ Permittees shall keep records of locations and quantities specifically identified in relation to a generator name, service date and address and invoice, documenting: (1) where Recyclables have been sold, delivered for processing, or otherwise marketed, and (2) where and by whom, residual Solid Waste has been delivered for disposal. These records shall be kept for two years from the date of collection.

(Ord. 337 § 10, 2004.)

13.6.370 - Notice and Orders

The City Manager, or designee thereof, is authorized to adopt and enforce rules and regulations not inconsistent with the provisions of this ordinance and may condition, revoke or deny any license or permit issued under the Chapter. Such administrative actions shall be conducted through issuance and service of notice and orders as referenced under the City's General Business License Regulations as stated in LMC Title 5. Appeals of administrative decisions or actions related to this title shall be governed by the procedures of LMC 5.02.190. (Ord. 436 § 5, 2007; Ord. 337 § 11, 2004.)

13.6.380 - Private Right of Action

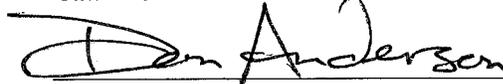
Any person may bring a civil action for violation of this Ordinance by seeking injunctive relief or actual or nominal damages in Pierce County Superior Court. Any such person who prevails under this Section shall be entitled to his, her or its reasonable costs and attorney's fees, including those on appeal. (Ord. 337 § 12, 2004.)

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 thirty (30) days after publication of the Ordinance Summary.

ADOPTED by the City Council this 7th day of March, 2016.

CITY OF LAKEWOOD

A handwritten signature in black ink that reads "Don Anderson". The signature is written in a cursive style and is positioned above a horizontal line.

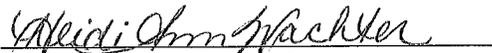
Don Anderson, Mayor

Attest:

A handwritten signature in black ink that reads "Alice M. Bush". The signature is written in a cursive style and is positioned above a horizontal line.

Alice M. Bush, MMC, City Clerk

Approved as to Form:

A handwritten signature in black ink that reads "Heidi Ann Wachter". The signature is written in a cursive style and is positioned above a horizontal line.

Heidi Ann Wachter, City Attorney