



ORDINANCE NO. 28499

1 AN ORDINANCE relating to solid waste management; amending Chapter 12.09 of
2 the Tacoma Municipal Code to establish carry service and carry service
charges; and providing for severability.

3 WHEREAS the City has established a solid waste utility mandating
4 compulsory and universal service, and

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6 WHEREAS, in some instances, it is impracticable or infeasible for solid
7 waste customers to deliver solid waste containers to the curb, street, or alley for
8 collection services, and

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10 WHEREAS Solid Waste Management has received requests for expanded
11 carry service for commercial customers that would allow containers to be located
12 at an approved location on the customer's premises, to be moved by Solid Waste
13 Management personnel to the collection vehicle and returned to the pre-approved
14 location, and

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16 WHEREAS Solid Waste Management has analyzed the feasibility of, and
17 the additional costs that would be associated with, such expanded carry service
18 and determined that such service could be provided on a pre-approved basis,
19 subject to the carry service charges as set forth in this ordinance, and

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21 WHEREAS Solid Waste Management has recommended that the City
22 Council approve the proposed TMC amendments, allowing for expanded carry
23 service for qualified customers, and

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25 WHEREAS the City Council finds that it is in the best interest of the public
26 health, safety and welfare that this ordinance be adopted; Now, Therefore,



BE IT ORDAINED BY THE CITY OF TACOMA:

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That Chapter 12.09 of the Tacoma Municipal Code is hereby amended as substantially set forth in the attached Exhibit "A."

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



EXHIBIT "A"

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Chapter 12.09
SOLID WASTE, RECYCLING, AND HAZARDOUS WASTE

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12.09.030 Definitions.

"Apartment customer." An individual who physically occupies the subject dwelling unit.

"Asbestos-containing material." Any material containing at least 1 percent asbestos determined by polarized light microscopy using the Interim Method of the Determination of Asbestos in Bulk Samples contained in Appendix A of Subpart F in 40 CFR Part 763.

"Ash." The residue, including any flue dusts from combustion or incineration of material, including solid waste.

"Automated collection." The method of collecting waste through the use of mechanical collection equipment and special containers to accommodate the collection.

"Automated collection container." A City-owned container designed specifically for Solid Waste Management's automated collection operation.

"Bulk waste." Large items of solid waste including, but not limited to, appliances, furniture, trees, stumps, and other oversized waste.

"Carry Service." The transport of a container by Solid Waste Management personnel from the customer's premises or other designated location to a location accessible for collection.

* * *

12.09.040 General requirements.

A. It shall be the customer's responsibility to ensure that, prior to the arrival of the collection vehicle on the scheduled collection day, solid waste containers are placed curbside, or where a curb is not present, at streetside or alley, or such other in the appropriate location as may be designated or approved by Solid Waste Management prior to the arrival of the collection vehicle. ~~Collectors Solid Waste Management personnel~~ shall not be required to negotiate steep ramps, stairs, or hazards, or to remove containers from wells or storage bins in the performance of their duties.

Such location shall be easily accessible for collection. All containers must face in the proper direction with the lids completely closed with unobstructed access for collection. It shall be the responsibility of each customer to remove the container from street-side or alley on the same day as collection.

B. Carry service on the customer's premises may be approved by Solid Waste Management on a case-by-case basis for customers who establish that it is impractical or infeasible to place containers in a location directly accessible to collection trucks from the street or alley and that access is available on the customer's premises. The carry service distance shall not exceed 100 feet unless approved by Solid Waste Management. Carry service charges will apply to all carry service regardless of whether such service is approved in advance of service. Carry service

Customers are responsible for maintaining an accessible, unobstructed, paved pathway on ground level of the customer's premises with acceptable grades and ramps to allow for carry service to be provided.



~~3. For carry service, the customer must control the customer premises or acquire and maintain right of access for the carry service to be provided by Solid Waste Management personnel.~~

1 ~~BC.~~ Solid Waste Management shall not be responsible for solid waste collection if there is a
2 violation of any part of this section or circumstances are beyond the control of the Solid Waste
3 Management. Circumstances or violations include, but are not limited to, container overload,
improperly loaded container, blocked access, container inaccessibility, or dangerous situations.

4 ~~C. Automated collection containers shall be placed in a Solid Waste Management designated
5 location on the scheduled collection day. Such location shall be easily accessible to the solid
6 waste collection vehicle. All containers must face in the proper direction with the lids
7 completely closed, and unobstructed to the collection vehicle. In areas where the Solid Waste
8 Management designated location for an automated collection container is at street side or along
9 an alley, it shall be the responsibility of each customer to remove the container from streetside
10 or alley on the same day as collection.~~

D. Any waste exceeding the rated capacity of the container shall be subject to an extra charge at
11 applicable rates established herein. Overloading containers in a manner which is likely to:
12 (i) cause damage to the collection vehicle or container; (ii) create a litter condition; or
13 (iii) impede collection is prohibited.

14 * * *

12.09.110 Residential automated and semi-automated services.

A. Minimum Monthly Service.

	Effective Years	
	2017	2018
Once every other week pick-up 30-gallon (supplied by City)	\$21.14	\$21.93

15 1. Collection personnel shall not be required to negotiate steep ramps or stairs or remove 30-,
16 45-, 60-, and 90-gallon containers from storage bins in the performance of their duties. Where
17 30-, 45-, 60-, and 90-gallon residential containers are accessible on ground level in the location
18 designated by Solid Waste Management on the street or alley, within five feet of the curb,
street, or alley where a Solid Waste Management collection vehicle can stop legally for
collection and loading, the rate shall be:

19 * * *

20 2. Where residential containers and extra containers are accessible on ground level, but farther
21 than five feet from the curb, street, or alley where a Solid Waste Management collection vehicle
22 can stop legally for collection and loading, the following additional ~~rates~~ carry service
charges for carrying distance, measured along the route taken for collection, shall apply to each
23 container:

	Garbage	Recycle & Yard Waste
Over 5 feet to 25 feet	\$4.45 per month	\$4.45 per month
Each additional 25 feet or portion thereof	\$5.55 per month	\$5.55 per month

24 Carry distances shall be measured along the route necessarily taken for collection.

25 The above rates apply to each and every can or container collected and loaded from a specific
26 premises.

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12.09.120 Commercial services.

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D. Collection personnel shall not be required to negotiate steep ramps or stairs or remove 20-, 30-, 60-, and 90-gallon containers from storage bins in the performance of their duties. Where 20-, 30-, 60-, and 90-gallon containers are accessible on ground level not in the location designated by Solid Waste Management, the following additional rates carry service charge shall apply to each container:

Over 5 feet to 25 feet	\$8.90 per month
Each additional 25 feet or portion thereof	\$11.10 per month

E. The following carry service charge shall apply per pick-up for each 300 gallon container (barrel).

<u>Each 300-gallon container</u>	<u>\$27.00 per pick-up</u>
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F. Commercial Bulk Noncompacted Container Rates.

1. City-owned, drop-off box – minimum charge of \$200.00 per month in addition to rent, if not hauled, provided, this charge will not be assessed to boxes used for the purposes of recycling.
2. City-owned, front-load container used on a temporary basis will be charged \$50.00 per month in addition to rent, if not hauled.
3. City-owned 20-, 30-, 60-, 90-, or 300-gallon container used on a temporary basis will be charged the 20-gallon commercial barrel monthly rate if not hauled.
4. Customer-owned container – minimum charge, if not hauled, will be the 20-gallon commercial barrel monthly rate.
5. An additional \$200.00 charge per haul for drop-off box for same day service.
6. An additional rental charge of \$9.00 per month or \$0.30 per day will be made for any container requiring a cover or extra-strength construction.
7. An additional \$25.00 charge per haul for front-load container for same day service.

8. The following carry service charge shall apply per pick-up for each front-load container (two- to four-cubic yard with casters).

<u>Each front-load container</u>	<u>\$27.00 per pick-up</u>
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98. An additional \$50.00 charge for each container relocation without a haul (dump).

109. An additional \$50.00 return charge will be billed to customers who have a scheduled haul for their compactor or DOB and the container was not made accessible for hauling when Solid Waste staff arrived.

110. An additional \$25.00 return charge will be billed to customers who have a scheduled haul for their front-load container and the container was not made accessible for hauling when Solid Waste staff arrived.

* * *



124. An additional \$10.00 may be charged for containers or compactors that require double-picking.

13. When the weight of the contents of a noncompacted drop-off box exceeds the applicable maximum weight for a truck to safely handle the load, the customer will be charged the commercial disposal tip fee rate for each ton and/or portion of a ton by which the contents exceed the maximum weight of 10 tons.

14. Uncontained loads that are determined to be “Dusty Loads” by Solid Waste Management are subject to rejection or assessment of additional processing fees.

15. Solid Waste Management reserves the right to collect advance payment for container placement and up to four months of charges for rental and service charges associated with the provision of temporary service. The City Treasurer may accept satisfactory securities or surety bond in lieu of cash payment. Such payment or security may be applied toward the payment of service charges whenever the same shall become due. Solid Waste Management reserves the right to require additional advance payment for subsequent service that may be requested by the customer.

F. Commercial Compactor Container Rates. Commercial rates for collection and disposal of solid waste from customer-owned compactor containers shall be as follows:

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5. The following carry service charge shall apply per pick-up for front load compactor (not to exceed two cubic yards).

Each front-load compactor	\$27.00 per pick-up
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GH. Recyclable Material Collection Fees. If requested, Solid Waste Management may, at its option, agree to collect recyclable materials from commercial customers at the curb or premises. The fees for this service are typically lower than garbage collection service, but are subject to fluctuations in the value or cost of the recyclable material.

The Director is delegated the authority to assign and charge a rate for the collection of recyclable material from commercial customers. The Director shall assign such a rate in accordance with the following criteria and process:

1. The rate shall reflect the cost of service, to the extent reasonably possible, given the constantly fluctuating value and/or costs of recyclable material.
2. The rate shall include cost items related to the service including, but not limited to, labor and benefits, equipment, maintenance and operations of equipment and containers, processing fees, direct and indirect overhead charges, and other related costs. In addition, revenues received from the sales or marketing of the collected recyclable material and the collection service levels shall be included with the assigned rate.
3. The Director may adjust the assigned rate up to four times per year.
4. Solid Waste Management shall notify the affected parties a minimum of 45 days prior to implementing rate changes.

Application of the assigned rate shall be through the normal billing and invoicing process. In the event a customer cancels service covered under this policy and wishes to initiate similar service within one year’s time, a \$50.00 service charge may be applied to the restart of the service.



Due to potential cost savings of collecting all recyclables from an individual customer, the Director is further delegated the authority to negotiate a bundled rate with individual commercial customers for collection of all recyclable materials from that customer for an agreed period of time.

H. Recyclable Materials Bulk Container.

1. Drop-off Box Recycling Service.

Container Placement	\$50.00
Haul Charge	\$50.00 per haul
Mileage Charge	\$2.50 per mile one way
Daily Rental Charge	\$1.50 per day (excluding Washington State sales tax)

Disposal costs shall be the responsibility of the customer. The customer shall arrange for an account at the recycling facility for billing disposal costs directly to the customer. In the event that the customer fails to make proper arrangements for an account at the recycling facility, Solid Waste Management may add the cost of recycling or disposal of the material to the customer's hauling charges.

If the drop-off box is not hauled by the customer within 60 days, Solid Waste Management may remove and haul the drop-off box and charge the customer applicable transportation and disposal costs.

I. Containers shall not be longer than 22 feet, or larger than a 25 yard self-contained compactor, or a 30 cubic yard disconnect-type compactor without the prior written approval of Solid Waste Management.

J. It shall be the responsibility of any customer in possession of any City-owned bulk container to pay the cost of repair to, or replacement of any such container damaged while in his or her possession. The charge shall be the actual cost of repair or replacement as determined by the City and shall be added to the customer's utility bill.

K. The service charge for other container sizes that may become available will be at a rate sufficient to recover the cost of providing the service.

L. In addition to the charges for commercial and residential rates set forth above, when unscheduled services are requested or required, Solid Waste Management shall charge for such services as set forth in this chapter.

M. The siting of a compactor's location shall be coordinated with and specifically approved by Solid Waste Management before installation. If a compactor is placed prior to Solid Waste Management's specific approval and Solid Waste Management deems the placement unacceptable, Solid Waste Management may elect to refuse service. The customer shall relocate and bear all costs incurred for the relocation of the compactor. Such customers shall, among other things, be required to hold the City harmless from any and all liability resulting from the improper placement and/or relocation of the compactor. Siting of the compactor and construction of any compactor enclosure shall be in conformance with all applicable City and state regulations.



1 NO. It is the responsibility of the owner of a customer-owned container to keep the container
2 maintained and serviceable, including all doors, lids, fork pockets, wheels, bail hooks, bottom
3 rails, or any part of the container needed for dumping or hauling of the container. Solid Waste
4 Management shall not be held liable for damage to privately owned containers. Solid Waste
5 Management is not obligated to service improperly maintained containers. Customer-owned
6 containers must also be kept graffiti free.

7 OP. An enclosure provided for a solid waste container shall be used only for the solid waste
8 container. If items other than a solid waste container are placed in an enclosure, Solid Waste
9 Management shall be held harmless for any and all loss or damage to such items, whether
10 occasioned by Solid Waste Management's negligence or otherwise. It shall be the responsibility
11 of the customer to keep the enclosure in an acceptable sanitary condition including the area in
12 the vicinity of the enclosure.

13 PQ. If an enclosure is gated, the gates shall have the ability to be pinned in the open position. If
14 gated, the gates shall have at least a 180-degree swing. When gates are in the open position,
15 they shall not block or infringe on any traffic aisles.

16 1. Drop-off box enclosures shall have a minimum opening width of 12'0" and the depth must
17 extend a minimum of 3'0" beyond the end of the container.

18 2. Front load box enclosures shall have a minimum opening width of 12'0" and a minimum
19 depth of 10'0". If two front load box containers are placed, the enclosure shall allow for a
20 minimum of a three-foot clearance between enclosure and front load box, as well as a two-foot
21 clearance between each front load box.

22 3. Automated 300-gallon container enclosures shall have a minimum opening width of 10'0"
23 and a minimum depth of 7'0". In addition, for two or more containers, a three-foot clearance
24 between enclosure and barrels is required, as well as a two-foot clearance between each barrel.

25 4. All enclosures shall be designed so the solid waste collection vehicle that services the
26 enclosed container can maneuver and safely service the container. A service charge of \$10.00
for 300-gallon containers and \$25.00 for front-load containers and drop-off box containers may
be charged when Solid Waste Management is unable to service a commercial customer's
container on the scheduled pickup and Solid Waste Management has to make a return trip to
service the container. This charge may be applied if the container access is blocked, the gates to
the enclosure are not in the open position, or Solid Waste Management is, for any reason,
unable to service the container.

QR. Construction of an enclosure for disposal containers shall not commence prior to plan
approval by Solid Waste Management. Failure to obtain plan approval prior to construction may
require alterations, relocation, or complete reconstruction of the enclosure at the owner's
expense. Solid Waste Management may refuse to provide service to a customer who has
enclosed a disposal container improperly.

RS. City-owned recycling containers that are repeatedly contaminated with garbage may be
removed at the discretion of Solid Waste Management. A \$30.00 service charge will be
assessed for redelivery of each container.

ST. All compactors which may contain liquids are to be equipped with a drain and a connection
to the sanitary sewer. The connection to the sanitary sewer must meet the requirements of both
Solid Waste Management and the City's Wastewater Management Division.



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¶U. The Director is delegated the authority to assign a rate for the disposal of a particular opportunity fuel as long as the rate does not exceed \$90.00 per ton for disposal of “opportunity fuels,” as that term is defined in TMC 12.09.030. If Solid Waste Management requires a purchase of a particular opportunity fuel, Solid Waste Management shall purchase said fuel pursuant to those procedures set forth in the Administrative Policies and Procedures Manual.

¶V. City of Tacoma Solid Waste Commercial customers may request “Call-2-Haul” service appointments. No more than three large items, consisting of appliances, furniture, or items of a similar size and weight, and 15 bags or boxes of unusable household items will be picked up by Solid Waste Management at each Call-2-Haul service appointment. A charge of \$75.00 will be charged for each commercial Call-2-Haul. A charge of \$10.00 will be assessed for late cancellations or if items are not set out by 7:00 a.m. on the scheduled date.

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