

ORDINANCE NO. 128

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, ESTABLISHING A SYSTEM FOR THE COLLECTION, REMOVAL, AND DISPOSAL OF SOLID WASTE WITHIN THE CITY AND PROVIDING FOR CIVIL AND CRIMINAL PENALTIES FOR VIOLATIONS THEREOF.

WHEREAS, the proper collection and disposal of solid wastes is essential for proper sanitation and the protection of public health; and

WHEREAS, the establishment of an orderly solid waste disposal system supports the City Council's desire to maintain University Place as a safe and attractive community; NOW THEREFORE:

THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Purpose. The maintenance of public health and sanitation require an orderly system for the removal and disposal of solid waste collected within the City of University Place.

Section 2. Definitions.

Can or Unit.

1) *Can.* A can made of durable, corrosion-resistant, nonabsorbent material, watertight, with a close fitting cover and two handles. Can size shall exceed twenty (20) gallons but not thirty-two (32) gallons or four (4) cubic feet. A can shall not weigh more than sixty-five (65) pounds when filled or more than twelve (12) pounds when empty.

2) *Other Units.* A customer may occasionally place extra solid waste into a box, carton, or trash bag, as long as the extra box, carton, or bag does not exceed thirty-two (32) gallons in capacity nor weigh more than forty-five (45) pounds. Such extra box, carton, or trash bag shall be tagged for pickup using special tags supplied by the hauler.

Yard Waste Cart or Toter. A large (90 gallon) moveable container with a hinge-type lid with a tight fit and a thick-skinned, one-piece balanced weight body which sits on wheels. If a customer supplies the cart, it must be compatible with the hauler's equipment.

Container. A detachable container which is left at a customer's premises and emptied into the collector's truck and is lifted by mechanical means.

Drop Box. A container which is placed on a collector's truck by mechanical means, hauled to a disposal site, emptied and then returned to a customer's premises.

Hazardous or Dangerous Wastes means any solid waste designated as dangerous or hazardous waste by the State Department of Ecology under chapters 70.105 and 70.105A RCW.

Hauler means a refuse collection company possessing an unrevoked registration certificate issued by the Pierce County Health Officer or his/her duly authorized representative pursuant to Pierce County Code 8.32, and under a franchise agreement for such collection with the City of University Place.

Infectious Wastes means any biohazardous or biomedical wastes as defined in WAC 480.70.150.

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

Micro-Can. A can made of durable, corrosion-resistant, nonabsorbent material, and equipped with a watertight, close fitting cover. A micro can shall not exceed ten (10) gallons, one and a quarter (1.25) cubic feet, twenty (20) pounds (including contents), nor weigh more than ten (10) pounds when empty.

Mini-Can. A can made of durable, corrosion-resistant, nonabsorbent material and equipped with a watertight, close fitting cover. A mini can shall not exceed twenty (20) gallons, two and a half (2.5) cubic feet, forty (40) pounds (including contents), nor weigh more than ten (10) pounds when empty.

Recycling Bin or Container. A bin or container specifically designed or designated for the collection of recyclables and provided by the hauler.

Solid Waste shall be as defined under 70.95.030(20) RCW, including sewage sludge. Solid waste shall not include septage from septic tanks, hazardous or dangerous wastes, or problem wastes as defined in WAC 173-303 and 173-304, and chapters 70.105 and 70.105A RCW.

Uncompacted Material shall mean material which has not been compressed by any mechanical device either before or after it is placed in the receptacle provided by the hauler.

"W.U.T.C." shall mean the Washington Utilities and Transportation Commission.

Yard Waste. Consists of leaves, brush, tree trimmings, grass clippings, weeds, shrubs, garden waste from vegetable gardens, and other organic materials resulting from landscape pruning and maintenance as generated from residences. Branches or roots must be smaller than four inch (4") in diameter, and branches and brush must be of a size to fit within the closed toter. Yard waste does not include stumps, demolition materials, wood, rocks, glass, plastics, metal, concrete, sheetrock, asphalt, or any other non-organic land clearing or demolition debris, meat, fish, bones, or fatty foods such as dairy products or cooking oil, or large amounts of dirt.

Yard Waste Bin or Container. A bin or container specifically designed or designated for the collection of yard waste and provided by the hauler.

Section 3. Collection.

A. *Authorized Haulers.* Solid waste collection shall be made by refuse collection companies possessing a valid health certificate from Pierce County and operating pursuant to a franchise agreement with the City of University Place.

B. *Unlawful to Haul Without Franchise or Permit.* It shall be unlawful for any person, other than those under franchise or contract to the City, to collect solid waste within the City of University Place for profit.

C. *Compliance with Road or Street Weight Limits.* An authorized hauler shall comply with city's general vehicle weight load limits and with any lower weight limits that may be posted on a particular road, street, or bridge.

Section 4. Solid Waste Containers and Surrounding Premises.

A. *Responsibility for Sanitary Condition.* The owner and/or occupant of any premises shall be responsible for the safe and sanitary storage of all solid wastes accumulated at those premises until they are removed to a disposal site or interim solid waste handling site.

B. *Requirements for Covers and Replacement of Damaged Containers.* All refuse cans and detachable containers shall be kept tightly covered and in good condition for solid waste storage and handling, and refuse cans and detachable containers which leak or have jagged edges or holes shall not be used.

C. *Hauler-Provided Containers.* Customers shall not damage, destroy, or remove any recycling, yard waste, or other containers that may be provided by the hauler. Any damage, including markings such as graffiti, shall be regarded as an unlawful injury to property punishable under this ordinance and other applicable University Place City laws.

D. *Odors.* Residential and commercial refuse customers shall subscribe to a level of service that provides for a frequency of collection sufficient so that objectionable odors shall not be emitted from the containers.

E. *Screens or Enclosures Around Solid Waste Containers.*

1. *New Commercial or Multi-family Buildings.* It shall be the duty of the owner or the occupant as the owner's agent, to establish and at all times maintain on the premises a screened or enclosed storage site for refuse cans and/or containers. The city's refuse hauler shall, upon request and without charge, make available to the owner or occupant technical engineering and planning assistance for the design and planning of refuse container storage areas. Consultation with the refuse hauler is encouraged, as failure to build a suitable screen or enclosure could disrupt service until the building owner makes corrections at his or her expense.

2. *Existing Commercial or Multi-Family Buildings Wishing to Build Screens or Enclosures.* The requirement to have a screen or enclosure shall not be imposed retroactively on existing buildings. Nonetheless, the owner or manager of any commercial or multi-family building who wishes to build an enclosure or screen should consult with the refuse hauler to ensure that an enclosure or screen is built to acceptable standards. Failure to build a suitable screen or enclosure may result in the disruption of service until the building owner makes corrections at his or her expense.

Section 5. *Limitations on Refuse Collection Services*

A. *Refusal of service.* An authorized hauler may refuse to provide service if:

1. *Street, Road or Driveway Conditions.* The hauler believes the condition of a private street, private road, or private driveway makes it impractical or dangerous to persons or property to operate refuse vehicles. For example, inadequate turnaround space may make it impractical for a refuse truck to enter a driveway.

2. *Vicious Animal.* Hauler may refuse to enter private property to pickup solid waste while an animal considered or feared to be vicious is loose. The customer is required to confine the animal on pickup days.
3. *Placement of Refuse Containers or Cans.* Hauler may refuse to collect cans from curbside customers which are located more than five (5) feet away from the curb or edge of the roadway.
4. *Leaking or Damaged Containers or Cans.* Hauler may refuse to collect solid waste from leaking or damaged containers.
5. *Improperly Constructed Screen or Enclosure Around Container(s).* If a screen or enclosure is built around a solid waste container(s) in such a way as to hamper access or to make access unsafe, then the hauler may refuse service until corrections are made.
6. *Excessive Weight.* The hauler reserves the right to refuse pickup if the following weights are exceeded:

a) *Residential Units*

10 gallon container (microcan)	20 pounds
20 gallon container	40 pounds
32 gallon container	65 pounds

b) *Commercial or Multifamily Yard Containers*

90 gallon yard waste containers 200 pounds or
 rear load commercial containers 250 pounds per
 yard

c) *Packer or Drop Boxes*

Hauler reserves the right to reject pickup of any stationary packer or drop box which, upon reasonable inspection:

- 1) appears to be overloaded, and/or
- 2) which would cause applicable vehicle load limitations to be exceeded, or which
- 3) if transported by the collector, would violate load limitation on vehicle operation or
- 4) negatively impact or otherwise damage road surface integrity.

7. *Notification.* If the hauler refuses to collect solid waste for any of the above reasons, the hauler shall leave a note on the solid waste container explaining the reason why the solid waste was not collected. If conditions such as a vicious animal make it impractical to leave a note on the container itself, then the hauler will be required to send a letter within three (3) business days explaining why the hauler was unable to provide service.

B. *Missed or Skipped Days of Service.*

1. *Weather or Poor Road Conditions.* A hauler may fail to pickup refuse on a designated day if weather or poor road conditions makes it unsafe to provide service. As long as the uncollected solid waste is collected on the next regularly scheduled service date, no credit will be given to a customer's account. Such uncollected solid waste placed at curb side by customer on the next regularly scheduled service date, will be collected by hauler at no additional charge to customer.

2. *Holidays.* When pickup is missed due to the hauler's observance of a holiday, hauler will provide service on an alternate day at no additional cost to the customer.

C. *Litter or Debris Around Solid Waste Containers.* Hauler is not responsible for cleaning litter, debris, or other solid waste scattered around solid waste cans or containers. Hauler is solely responsible for the collection and disposal of solid wastes located within proper containers.

D. *Hauler Not Responsible for Articles Left Near Cans.* Other than to offer reasonable care, the hauler assumes no responsibility for articles left on or near refuse cans or containers.

E. *Damages Outside the Control of the Hauler.* Where a hauler is requested to provide service, and damage occurs to a customer's driveway due to reasons not in the control of the hauler, the hauler will assume no responsibility.

Section 6. *Recycling.*

A. *Residential Recycling.* Residential can customers who sign up for recycling service will receive three (3) stacking bins for newspaper, mixed paper, glass, tin, and aluminum cans to be placed at the curb on a scheduled two week cycle. The day of the week assigned for recycling pickup shall be the same week day assigned for solid waste pickup. In other words, if a hauler picks up a customer's solid waste on Tuesday, then recycling pickup shall also occur on Tuesdays.

B. *Multi-Family Recycling.* Recycling service is a mandatory service for residents living in "Multiple-Family Dwellings" whose owners or managers have elected to sign up for recycling service. An appropriate size and number of outdoor collection sites and/or recycling bins will be provided by the company for each Multiple-Family Dwelling. Materials to be collected are: newspaper, mixed paper, cardboard, glass, tin and aluminum cans.

C. *Recycling as a Means for Minimizing City's Waste Stream.* Whereas the City supports recycling as a means for minimizing the city's waste stream, the city's policy is to create financial incentives for recycling through the structuring of rates.

D. *Anti-Scavenging of Recyclables.* Once residential recyclable materials and residential yard waste materials have been set out on the curbside or at other locations as authorized by the City, ownership of those recyclable and yard waste materials passes to the refuse hauler. It shall be unlawful for any person other than the hauler to remove or collect any such recyclable materials or yard waste materials once they are set out on the curb side or other approved location. However, any occupant may donate recyclable and yard waste materials to any non-commercial entity or may provide or deliver to such entities recyclable or yard waste materials delivered to a location where it is legal to accept such materials. Such donations shall not be placed curbside in hauler-provided recycling bins.

Section 7. *Yard Waste.*

A. *Yard Waste Collection.* Haulers will collect yard waste from yard waste customers on a scheduled two week cycle. The day of the week assigned for yard waste pickup shall be the same week day assigned for solid waste pickup. In other words, if a hauler picks up a customer's solid waste on Thursday, then recycling pickup shall also occur on Thursdays.

B. *Yard Waste Mixed with Other Wastes Will Not Be Collected As Yard Waste.* Hauler will not collect yard waste, if the yard waste is mixed with other materials. Hauler will leave a note on the container explaining why it could not be collected. If customer is unable to separate out yard waste, then customer may place the mixed yard waste into a regular refuse can. Hauler will bill the pickup of mixed yard waste from a refuse can at regular can rates.

C. *Yard Waste Container.* Hauler will provide a 90 gallon container to each yard waste customer.

Section 8. *Materials Requiring Special Disposal, Handling, Equipment, or Other Precautions.*

A. *Conformance to Local, State, and Federal Requirements.* All waste which is generated and/or placed for collection and collected within the City for disposal shall be in compliance with the Resource Conservation Recovery Act as amended (42 U.S.C. 6901, et. seq.), RCW Chapter 70.95, Pierce County board of health rules and regulations, the requirements of this ordinance, and all other applicable federal, state, and local environmental health laws, rules, or regulations.

B. *Hot Ashes or Other Hot Materials, Dirt, Sand, Rocks, Gasoline, Solvents, Oil, Paint or Dangerous or Hazardous Wastes.* No hot ashes or other hot materials, dirt, sand, rocks, gasoline, solvents, oil, paint, or dangerous or hazardous wastes shall be placed in any refuse can or container for collection or removal.

As used in this section, "dangerous or hazardous waste" means any solid waste designated as dangerous or hazardous waste by the State Department of Ecology under chapters 70.105 and 70.105A RCW. Hauler is not responsible for collecting or disposing of any hazardous or dangerous wastes. The generator of hazardous or dangerous wastes is responsible for disposing of such wastes in compliance with Washington Department of Ecology Rules and Regulations.

C. *Infectious Wastes.* Customers must make special arrangements for the collection of infectious wastes. Such arrangements shall not interfere with the City's franchise obligations. It is unlawful to deposit infectious wastes into regular refuse containers.

D. *Testing.* When a hauler or disposal facility determines that testing and/or analysis of any solid waste is required to determine whether hazardous, prohibited, or other dangerous wastes are present, the actual costs for such testing and/or analysis will be paid by the customer.

E. *Special Materials May Be Subject to Higher Rates.* Hauler shall not collect any hazardous or dangerous wastes with the exception of infectious wastes. Hauler may collect infectious wastes, if special arrangements are made for such collection.

Hauler may collect other, non-hazardous, special materials, but such materials may be subject to time charges or other special fees. Examples of special materials include loose and/or bulky materials, demolition materials, car or truck tires, and appliances. A complete list of special materials subject to extra charges or fees is available at both City Hall and the offices of authorized refuse haulers, and may be amended from time-to-time upon approval by the City Manager or designee.

F. *Dead Animals Weighing More Than Three Pounds.* It shall be the duty of every person in possession, charge, or control of any dead animal or upon whose premises the same may be located to forthwith cause the dead animal to be removed and properly disposed of by the Humane Society or a licensed veterinarian and to pay the required disposal fee.

G. *Loose Materials.* Customers shall separately bag loose materials such as shavings, confetti or styro packing before placing into a refuse container.

Section 9. *Unlawful Burial, Burning, Dumping or Disposal on Land or Water.*

A. *Burning of Yard Waste or Solid Waste.* Burning of yard wastes or solid wastes is prohibited within the City per RCW 70.94.743 and RCW 70.94.775.

B. *Burial of Solid Wastes.* It shall be unlawful to bury solid waste on any land, regardless of ownership, within the City. This provision does not, however, prohibit a person from composting yard wastes on his or her property.

C. *Disposal into Water.* It is unlawful for any person to dump, throw or otherwise deposit any type of waste into the waters of the City.

D. *Disposal into a Container Owned by Another Person.* It shall be unlawful to dispose of refuse or other solid waste by placing such waste into a collection container which another person owns or pays for the use of without that person's express consent.

E. *Disposal Only into Approved Containers - No Dumping.* It shall be unlawful to deposit, throw, or place any refuse or other solid waste in any land, alley, street or other public place, or to deposit, throw or place any refuse or other solid waste on any private property, regardless of ownership, unless the refuse or other solid waste is placed in a solid waste cans, containers, or totes, the covers of which shall not be removed except when necessary for the depositing or removing of waste.

Section 10. *Presumption of Responsibility for Unlawful Disposal or Dumping.*

A person is presumed to be responsible for illegally depositing litter or debris upon a property or public right-of-way by the discovery of two or more pieces of litter within such illegally deposited litter which are identifiable to such person by means of a name, address or other mark of identification contained on such items.

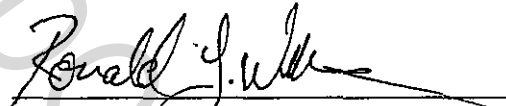
Section 11. Civil Penalties. A person who violates any provision of this ordinance is punishable by a fine up to \$1,000 for each day that a violation occurs. In any court or administrative hearing to determine whether a violation has occurred, the City shall have the burden of proving by a preponderance of the evidence that a violation occurred. The City may, at its discretion, give a person up to 72 hrs. to correct a violation, before imposing any fines.

Section 12. Criminal Penalties. A person who willfully violates any provision of this ordinance shall be guilty of a misdemeanor. Upon conviction, an offender shall be punished by imprisonment for a period up to ninety (90) days, by a fine of up to one thousand dollars (\$1,000), or both by such fine and imprisonment. In addition, a defendant may be assessed court costs, jury fees and such other fees or costs as may be authorized in statute or Court Rules.

Section 13. Severability. If any section, sentence, or phrase adopted by this ordinance should be held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence or phrase.

Section 14. Effective Date and Publication. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall be effective five days after its publication.

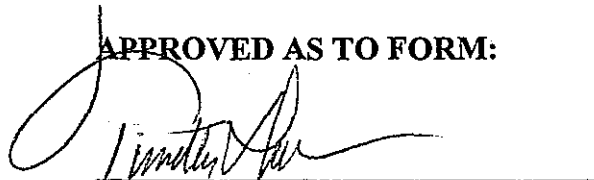
PASSED BY THE CITY COUNCIL ON DECEMBER 16, 1996


Ronald L. Williams, Mayor

ATTEST:


Susan Matthew, City Clerk

APPROVED AS TO FORM:


Timothy X. Sullivan, City Attorney

Date of Publication: December 18, 1996

Effective Date: December 23, 1996