

**CITY OF MONROE
ORDINANCE NO. 020/2016**

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, AMENDING CHAPTER 6.08 MMC GARBAGE COLLECTION AND DISPOSAL, CHAPTER 13.04 MMC WATER REGULATIONS, RATES AND CHARGES, CHAPTER 13.08 MMC SEWER SYSTEM REGULATIONS, AND CHAPTER 13.32 MMC STORM WATER MANAGEMENT UTILITY; DISSOLVING THE CITY'S SOLID WASTE DISPOSAL UTILITY; PROVIDING FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE BY CITY-APPROVED CONTRACT; AUTHORIZING APPROPRIATE IMPLEMENTATION ACTIONS BY STAFF; AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE

WHEREAS, the City of Monroe previously established a solid waste disposal utility, and codified regulations therefore at Chapter 6.08 MMC; and

WHEREAS, the City Council desires to dissolve said utility, and further desires to amend Chapter 6.08 MMC in order to exclusively provide for the collection and disposal of solid waste through a private service contract approved by the City Council; and

WHEREAS, the City Council finds that the dissolution of the City's solid waste disposal utility and related administrative actions authorized hereunder are in the best interest of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Dissolution of Solid Waste Disposal Utility. The City of Monroe's solid waste disposal utility is hereby dissolved effective January 1, 2017.

Section 2. Administrative Implementation. The Mayor and Finance Director are hereby authorized and directed to take all necessary and appropriate actions to lawfully effectuate and implement the dissolution of the City's solid waste disposal utility consistent with Section 1 of this ordinance. Without limitation of the foregoing, the Finance Director shall prepare a final accounting and transfer of any solid waste disposal utility funds and/or assets in accordance with applicable requirements prescribed by the State Auditor.

Section 3. Amendment of Chapter 6.08 MMC. Chapter 6.08 of the Monroe Municipal Code is hereby amended to provide in its entirety as contained in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full.

Section 4. Amendment of MMC 13.04.335. Section 13.04.335 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

13.04.335 Payment Allocation.

All payments on a combined utility billing shall be applied first to fees or penalties, second to utility taxes, third to storm drainage, fourth ~~[TO SOLID WASTE, FIFTH TO RECYCLING, SIXTH]~~ to sewer, and ~~[SEVENTH]~~ **fifth** to water.

Section 5. Amendment of MMC 13.08.470. Subsection 13.08.470(G) of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

G. All payments on a combined utility billing shall be applied first to fees or penalties, second to utility taxes, third to storm drainage, fourth ~~[TO SOLID WASTE, FIFTH TO RECYCLING, SIXTH]~~ to sewer, and ~~[SEVENTH]~~ **fifth** to water.

Section 6. Amendment of MMC 13.32.150. Section 13.32.150 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

13.32.15 Payment allocation.

All payments on a combined utility billing shall be applied first to fees or penalties, second to utility taxes, third to storm drainage, fourth ~~[TO SOLID WASTE, FIFTH TO RECYCLING, SIXTH]~~ to sewer, and ~~[SEVENTH]~~ **fifth** to water.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

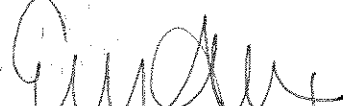
Section 8. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage and approval and publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this 16th day of November, 2016.

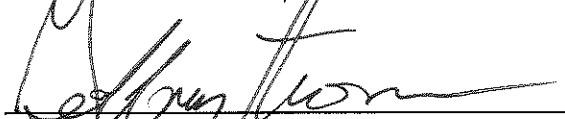
First Reading: November 1, 2016
Adoption: November 15, 2016
Published: November 22, 2016
Effective: November 27, 2016

(SEAL)

ATTEST:


Elizabeth M. Smoot, MMC, City Clerk

CITY OF MONROE, WASHINGTON:


Geoffrey Thomas, Mayor

APPROVED AS TO FORM:


J. Zachary Lell, City Attorney

EXHIBIT A

Chapter 6.08 GARBAGE COLLECTION AND DISPOSAL

Sections:

- 6.08.010 Mandatory collection – Rationale – Exceptions.
- 6.08.020 Definitions.
- 6.08.030 Contract services – Billing – Scheduling.
- 6.08.040 Collection fees – Determination.
- 6.08.050 Billing.
- 6.08.060 Special rates and special services.
- 6.08.070 Enforcement of payment.
- 6.08.080 ~~Reserved~~[VACATION/VACANCY CREDITS – RESIDENTIAL].
- 6.08.085 ~~Reserved~~[VACATION/VACANCY CREDITS – YARD DEBRIS].
- 6.08.090 ~~Reserved~~[VACANCY CREDITS – COMMERCIAL].
- 6.08.100 Administration.
- 6.08.110 Garbage [~~CONTAINER~~]**receptacle** requirements.
- 6.08.120 Recycling [~~CONTAINER~~]**receptacle** requirements.
- 6.08.130 Garbage – Sanitary conditions required.
- 6.08.140 Disposal of dead animals.
- 6.08.150 Unacceptable solid waste.
- 6.08.160 Solid waste – Burying prohibited.
- 6.08.170 Violations – Notice.
- 6.08.180 Violations – Penalty.
- 6.08.190 Theft of materials prohibited.

6.08.010 Mandatory collection – Rationale – Exceptions.

A. No place of human habitation nor business within the city shall be permitted to refuse to subscribe to and pay for the solid waste disposal service provided by this chapter. The city council finds that mandatory collection and disposal of solid waste [~~THROUGH A CITY ORGANIZED SOLID WASTE DISPOSAL UTILITY~~]is important to the health and welfare of the citizens of the city. The city council finds that all citizens benefit from the orderly and sanitary disposal of solid waste even though some residences and businesses generate little or no solid waste subject to disposal [~~BY THE SOLID WASTE UTILITY~~]**as required by this chapter**. Therefore, the fact that a dwelling or business generates no solid waste shall not exempt the property owner or tenant from the payment of the regular charges established for the solid waste disposal service.

B. The city council further finds that because the city is providing for the health and welfare of its citizens by providing water, sewer and solid waste [~~UTILITY~~]services to its citizens, the citizens should be required to compensate the city or its contractor for all required services in order to receive any of said services.[~~THEREFORE, THE CITY COUNCIL SHALL PROVIDE IN CHAPTERS 13.04 AND 13.08 MMC FOR THE TERMINATION OF ALL CITY UTILITY SERVICES TO A RESIDENCE OR BUSINESS WHICH DOES NOT MEET THE OBLIGATION TO COMPENSATE THE CITY OR ITS CONTRACTOR FOR ALL OF SAID SERVICES.~~]

C. The city council may, upon a finding that a particular business or residence receives no direct or indirect benefit from the city's solid waste ~~[UTILITY]~~**collection contract**, exempt such business or residence from the mandatory requirements of this chapter.

D. It is unlawful for anyone other than ~~[THE CITY SOLID WASTE COLLECTION AND DISPOSAL UTILITY OR]~~the city's contractor to collect garbage in the city for compensation.

E. The mandatory participation in **solid waste collection**~~[RECYCLING]~~ services shall not apply to yard debris. Residents and businesses may elect affirmatively in writing to not receive yard debris collection service. The terms and procedures for discontinuation and resumption of yard waste collection services shall be governed by the city's **solid waste collection**~~[RECYCLABLES]~~ contract. Disposal of yard debris in the solid waste collection system remains prohibited under MMC 6.08.150.

6.08.020 Definitions.

As used in this chapter, the following words shall have the meanings ascribed to them in this section:

A. Solid Waste ~~[CONTAINER]~~**Receptacle** Definitions.

1. "Detachable container" means a watertight metal or plastic receptacle equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

~~2[1]. "Garbage can" means [ONE CAN MADE OF DURABLE, CORROSION-RESISTANT, NONABSORBENT MATERIAL, WATERTIGHT EQUIPPED WITH A CLOSE-FITTING COVER AND TWO HANDLES, AND SHALL NOT EXCEED THIRTY TWO GALLONS, FOUR CUBIC FEET, OR SIXTY POUNDS (INCLUDING CONTENTS) AND NOT WEIGH MORE THAN TWELVE POUNDS WHEN EMPTY. OCCASIONAL EXTRA WASTE MATERIAL (BOXES, CARTON, BAGS, ETC.) WHICH CAN BE READILY LOADED BY HAND AND WHEN PLACED ON OR BESIDE THE GARBAGE CAN WILL BE TAKEN AND CHARGED FOR AS ADDITIONAL UNITS SUBJECT TO THE ABOVE SIZE AND WEIGHT LIMITS.]~~**a City-approved, Customer-owned receptacle that is a water-tight galvanized sheet-metal or plastic receptacle not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; weighing not over fifteen (15) pounds when empty or sixty (60) pounds when full; fitted with two (2) looped, sturdy handles, one on each side; and fitted with a tight cover equipped with a handle. All receptacles shall be rodent and insect proof and kept in sanitary conditions at all times.**

~~3[2]. ["GARBAGE CONTAINER" MEANS A DETACHABLE CONTAINER WHICH IS LEFT AT CUSTOMER'S PREMISES AND EMPTIED INTO THE CONTRACTOR'S TRUCK AND IS LIFTED BY MECHANICAL MEANS.]~~**"Garbage cart" means a Contractor-provided 32-, 64- or 96-gallon wheeled cart suitable for household collection, storage and Curbside placement of**

Garbage. Garbage Carts shall be rodent and insect proof and kept in sanitary condition at all times.

~~4[3]. [“GARBAGE MINICAN” MEANS A CONTAINER THAT IS A WATERTIGHT GALVANIZED SHEET METAL, OR PLASTIC CONTAINER, MADE OF DURABLE MATERIAL NOT EXCEEDING TWENTY GALLONS IN CAPACITY, FITTED WITH A TIGHT COVER EQUIPPED WITH A HANDLE.]~~**Mini-can means a City-approved, Customer-owned water-tight galvanized sheet-metal or plastic receptacle not exceeding twenty gallons in capacity or thirty pounds in weight when full; fitted with two sturdy handles, one on each side; and fitted with a tight cover equipped with a handle.**

5. Mini-cart means a Contractor-provided 20-gallon wheeled cart suitable for household collection, storage and Curbside placement of Garbage. Mini-Carts shall be rodent and insect proof and kept in sanitary condition at all times.

6. “Receptacle” means a can, cart, or container.

~~7[4]. [“RECYCLABLES CONTAINER, SINGLE FAMILY AND SMALL COMPLEXES” MEANS A BIN OR SET OF BINS SUITABLE FOR HOUSEHOLD COLLECTION, STORAGE, AND CURBSIDE SET OUT OF SOURCE-SEPARATED RECYCLABLES.]~~**“Recycling cart” means a Contractor-provided 64- or 96-gallon wheeled cart suitable for household collection, storage and Curbside placement of Source-separated Recyclables.**

~~8[5]. [“RECYCLABLES CONTAINER, LARGE COMPLEXES AND YARD DEBRIS” means a ONE HUNDRED GALLON, WHEELED, LABELED TOTER SUITABLE FOR ON-SITE COLLECTION AND STORAGE OF SOURCE-SEPARATED RECYCLABLES AT LARGE COMPLEX RESIDENTIAL LOCATIONS, AND FOR THE ON-SITE COLLECTION, STORAGE AND SET-OUT OF SINGLE FAMILY YARD DEBRIS~~**“Recycling receptacle” means a Contractor-provided Recycling Bin, Cart or Detachable Container suitable for on-site collection, storage and placement of Source-separated Recyclables at Multifamily Complexes.**

B. Residential Dwelling Definitions.

1. “Large complex residences” means all residential complexes **containing five (5) or more units** not conveniently served as a single-family residence.

2. “Single-family residence” means **a detached building containing only one residence**~~[ALL ONE UNIT HOUSES, DUPLEXES, TRIPLEXES, FOURPLEXES AND MOBILE HOMES].~~

3. “Small complex residences” means all **duplexes, triplexes, and fourplexes, and residential complexes containing five (5) or more units that can be**~~[HOUSING COMPLEXES THAT ARE NOT SINGLE-FAMILY~~

~~RESIDENCES (SEE ABOVE) BUT THAT HAVE PRIVATE ENTRANCES THAT CAN BE]~~ served as single-family residence.

C. Solid Waste and Recyclables Definitions.

1. "Bulky material" means empty carriers, cartons, boxes, crates, etc., which may be readily handled without shoveling.

2. "Construction and demolition debris" means material related to construction and demolition projects. Includes, but is not limited to, scrap lumber and dunnage.

3. "Garbage" includes all ~~[ACCUMULATIONS OF WASTE MATTERS DISCARDED AS OF NO FURTHER VALUE TO THE OWNER. INCLUDES, BUT IS NOT LIMITED TO, KITCHEN AND TABLE WASTE, WRAPPINGS, DISCARDED CONTAINERS, AND SECURELY BAGGED PET MANURE, BUT SHALL EXCLUDE ALL MANURE FROM SOURCES OTHER THAN PETS, SEWAGE, PETROLEUM PRODUCTS, CLEANING FROM PUBLIC AND PRIVATE CATCH BASINS, WASH RACKS OR SUMPS, RECYCLABLES, RECYCLABLE YARD DEBRIS, YARD WASTE, WHITE GOODS, AND SPECIAL OR HAZARDOUS WASTES]~~putrescible and nonputrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, and discarded commodities. The term garbage shall not include any excluded waste, hazardous wastes, special wastes, source-separated recyclables, foodwaste, or yard debris.

4. "Hazardous waste" means any ~~[WASTES INCLUDED IN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY DANGEROUS WASTE REGULATIONS, CHAPTER 173-303 WAC.]~~substance that is:

a. Defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA;

b. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

Likewise, any substance that after the effective date of this Contract ceases to fall within this definition as determined by the City and the Contractor shall not be deemed to be Hazardous Waste.

5. "Recyclables~~[MATERIALS]~~" means aluminum cans; corrugated cardboard; glass containers; Mixed Paper; newspaper; plastic containers that have contained non-hazardous products; polycoated cartons; Scrap Metals; tin cans; and such other materials that the City with the Contractor's consent (not unreasonably to be withheld) determines to be marketable recyclable materials~~[BOTH RECYCLABLES AND RECYCLABLE YARD DEBRIS].~~

6. "Solid waste" means garbage,~~[BULKY MATERIAL,]~~ yard debris~~[WASTE],~~ and recyclable~~[S]~~ materials.~~[AND RECYCLABLE YARD DEBRIS. "RECYCLABLES" INCLUDES THE FOLLOWING:~~

A. ~~NEWSPAPERS.~~

B. ~~UNCOATED MIXED PAPER, INCLUDING MAGAZINES, JUNK MAIL, PHONE BOOKS, BOND OR LEDGER GRADE, CARDBOARD AND PAPERBOARD PACKAGING, TISSUE PAPER, PAPER TOWELS, FROZEN FOOD CONTAINERS, MILK CARTONS, OR PAPER PACKAGING COMBINED WITH PLASTIC WAX OR FOIL ARE EXCLUDED.~~

C. ~~ALL NUMBERS ONE THROUGH SEVEN PLASTIC FOOD AND BEVERAGE CONTAINERS.~~

D. ~~OTHER SUCH MATERIALS THAT CITY AND CONTRACTOR MUTUALLY DETERMINE TO BE RECYCLABLE.~~

7. ~~"RECYCLABLE YARD DEBRIS" MEANS LEAVES, GRASS, AND CLIPPINGS OF WOODY AND FLESHY PLANTS UP TO ONE INCH IN DIAMETER AND THREE FEET IN LENGTH.~~

8. ~~"WHITE GOODS" MEANS ANY LARGE HOUSEHOLD APPLIANCE INCLUDING REFRIGERATORS, STOVES, DISHWASHERS, WATER HEATERS, WASHERS, DRYERS, OR OTHER SIMILAR APPLIANCES.]~~

7[9]. "Yard debris~~[WASTE]~~" means leaves, grass and clippings of woody, as well as fleshy plants. The term includes unflocked whole holiday trees. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. The term also includes bundles of Yard Debris up to two (2) feet by two (2) feet by four (4) feet in dimension provided they are secured by degradable string or twine, not nylon or other synthetic materials. Kraft paper bags may be used to contain Yard Debris~~[TREE TRIMMINGS AND HEDGE TRIMMINGS INCLUDING LIMBS, TRUNKS, STUMPS AND OTHER~~

~~YARD REFUSE THAT EXCEED THE LIMITS SET FOR RECYCLABLE YARD DEBRIS].~~

D. Other Definitions.

1. "Contractor" means any authorized person or entity contracting with the city to collect and/or dispose of solid waste and/or recyclable materials from within the city. It also means any commercial refuse collector authorized to continue collection of solid waste in newly annexed areas of the city pursuant to RCW ~~[35.13.280]~~35A.14.900.

~~[2. "ESCARG" MEANS THE EAST SNOHOMISH COUNTY ASSOCIATION OF RECYCLING CITIES.]~~

~~2~~3. "Low-income senior citizen" means any senior citizen being sixty-two years of age or older who has an annual income below fifty percent of the median level as determined by the U.S. Department of Housing and Urban Development for the Seattle/Tacoma/Bremerton area.

~~3~~4. "Low-income disabled person" means any disabled person with an inability to do any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than twelve months.

~~4~~5. "Pet" is a domestic animal owned and kept by an individual family for enjoyment and pleasure rather than utility.

6.08.030 Contract services – Billing – Scheduling.

A. The city council may, from time to time, award a contract or contracts for the handling of solid waste and recyclables based upon competitive and/or negotiated processes. The city may contract with the contractor for services, which may or may not include the service of billing for the charges incurred in providing the solid waste collection and disposal service by contract. ~~[THE PROVISIONS OF MMC 13.04.330 AND 13.08.470 WITH RESPECT TO THE ENFORCEMENT OF THE COLLECTION OF UTILITY CHARGES SHALL APPLY WHETHER THE CITY OR THE CONTRACTOR DOES THE BILLING FOR SOLID WASTE UTILITY SERVICES.]~~

B. If the city provides solid waste collection and disposal by contract, the contractor shall be required to schedule such services and notify city customers of pickup schedules and changes in schedules. Such change in schedule shall be approved by the city.

6.08.040 Collection fees – Determination.

The city council shall, from time to time, ~~[BY RESOLUTION, DETERMINE]~~approve the collection fees, ~~[AND]~~ container use fees, and other applicable fees and charges to be charged ~~[BY THE CITY IF THE CITY OPERATES THE UTILITY OR]~~ by the contractor ~~[IF THE CITY CONTRACTS]~~ for ~~[THE]~~ solid waste utility service. Any increase in such

rates or fees shall not take effect until the notice required pursuant to RCW 35A.21.152 has been provided to the affected customers.

6.08.050 Billing.

A. Property owners shall be responsible and billed for all properties.

B. All solid waste charges, [~~BILLED BY THE CITY, SHALL BE BILLED MONTHLY ON THE FIRST DAY OF THE BILLING MONTH, SHALL BE DUE AND PAYABLE NOT LATER THAN THE THIRTIETH DAY OF THE MONTH, AND SHALL BECOME DELINQUENT AFTER THAT DATE, AND IF~~] billed by the contractor, shall be billed on a schedule mutually agreed upon by the city and the contractor.

C. Where payment of charges under subsection (B) of this section is delinquent, a late charge **set forth in the city's contract with the contractor and as approved** [~~ESTABLISHED~~] by the city council [~~BY PERIODIC RESOLUTION~~] shall be levied.

~~[D. FOR MULTITENANT COMMERCIAL BUILDINGS WITH LESS THAN 30 UNITS AND CONSTRUCTED WITH ONE WATER METER AND CONSTRUCTED BEFORE SEPTEMBER 1, 2007, IN THE LIGHT INDUSTRIAL ZONING DISTRICT, THE PROPERTY OWNER MAY REQUEST THAT THE CITY BILL THE TENANTS INDIVIDUALLY FOR SOLID WASTE COLLECTION SUBJECT TO THE FOLLOWING CONDITIONS:~~

~~1. ALL TENANTS SHALL BE BILLED IN ACCORDANCE WITH SUBSECTION (B) OF THIS SECTION AND SHALL BE SUBJECT TO LATE CHARGES AS SET FORTH IN SUBSECTION (C) OF THIS SECTION.~~

~~2. IN THE EVENT ANY PORTION OF A TENANT'S BILL BECOMES SIXTY DAYS PAST DUE, THE PROPERTY OWNER SHALL PAY SUCH AMOUNT DUE, INCLUDING BUT NOT LIMITED TO ANY LATE CHARGES, TO THE CITY WITHIN TEN DAYS OF NOTICE FROM THE CITY. FAILURE OF THE OWNER TO PAY WITHIN SAID TIMEFRAME WILL SUBJECT THE ENTIRE PROPERTY TO THE ENFORCEMENT PROVISIONS SET FORTH IN MMC 6.08.070(C) AFTER THE CITY HAS MAILED NOTICE OF SUCH DELINQUENCY TO ALL TENANTS AND THE DELINQUENCY REMAINS UNPAID TEN DAYS FROM THE DATE OF MAILING OR THE CITY, AT ITS OPTION, MAY PURSUE PAYMENT UNDER THE PROPERTY OWNER'S PAYMENT SECURITY, DESCRIBED BELOW.~~

~~3. A PROPERTY OWNER DESIRING TO UTILIZE THE ALTERNATE BILLING PROCEDURES IN THIS SECTION MUST ENTER INTO A SECURITY AGREEMENT WITH THE CITY. THE FINANCE DIRECTOR IS AUTHORIZED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY. AS PART OF SUCH AGREEMENT, THE PROPERTY OWNER MUST PROVIDE AN IRREVOCABLE STANDBY LETTER OF CREDIT OR OTHER PAYMENT SECURITY ON A FORM ACCEPTABLE TO THE FINANCE DIRECTOR, IN AN AMOUNT SATISFACTORY TO THE FINANCE DIRECTOR, TO SECURE PAYMENT OF ALL SOLID WASTE COLLECTION CHARGES ON THE PROPERTY. THE FINANCE DIRECTOR~~

~~MAY DEMAND ADDITIONAL SECURITY AT ANY TIME THAT IT IS FOUND BY THE FINANCE DIRECTOR TO BE NO LONGER SUFFICIENT. THE FINANCIAL SECURITY SHALL BE DUE WITHIN TEN CALENDAR DAYS OF DEMAND FROM THE FINANCE DIRECTOR. FAILURE TO TIMELY PROVIDE THE SECURITY SHALL MAKE THE PROPERTY OWNER RESPONSIBLE FOR ALL SOLID WASTE COLLECTION PAYMENTS.~~

~~4. A MONTHLY FEE IN THE AMOUNT OF THREE DOLLARS SHALL BE ADDED TO EACH TENANT ACCOUNT TO DEFRAY THE COSTS OF THE CITY IN ITS ADMINISTRATION OF THIS ALTERNATIVE METHOD TO THE CITY'S COMBINED UTILITY BILLING SYSTEM.]~~

6.08.060 Special rates and special services.

A. Residences and businesses desiring pickup of garbage, recyclable material, or yard debris [~~BULKY MATERIAL, OR YARD WASTE~~], in excess of the amounts allowed by regular collection, or in excess of the frequency of regular collection, shall use the [~~CITY OR~~] contractor solid waste disposal service (or may haul themselves) and shall be required to pay for the additional services at rates specified [~~BY THE CITY COUNCIL IF THE CITY OPERATES THE UTILITY OR~~] by the contractor [~~IF THE UTILITY IS OPERATED BY CONTRACT~~]; provided, however, that [~~IF THE UTILITY IS PROVIDED BY CONTRACT~~] the city may review and adjust charges made for special services upon receipt of an application for review of charges from the customer.

~~[B. THE CITY, IF THE UTILITY IS OPERATED BY CONTRACT, MAY PROVIDE SPECIAL SERVICES AND/OR SPECIAL RATES FOR LOW-INCOME SENIOR CITIZENS OR LOW-INCOME DISABLED PERSONS RESTRICTED TO SINGLE-FAMILY RESIDENCES PRIMARILY OCCUPIED BY A SENIOR CITIZEN OR HANDICAPPED PERSON AS DEFINED IN THIS CHAPTER. THE SINGLE FAMILY RESIDENTIAL HOUSEKEEPING UNIT DISCOUNT RATES SHALL BE AS ESTABLISHED BY THE CITY COUNCIL BY PERIODIC RESOLUTION. SAID PERSONS MUST APPLY ON APPLICATION FORMS PROVIDED BY THE CITY AT THE MONROE CITY HALL. SAID PERSONS MUST QUALIFY FOR THE DISCOUNT ON AN ANNUAL BASIS ON THE FORMS PROVIDED FOR SUCH PURPOSES. A CUSTOMER APPLYING FOR THE DISCOUNT RATES ON THE BASIS OF DISABILITY SHALL FURNISH PROOF OF SUCH DISABILITY FROM THE SOCIAL SECURITY ADMINISTRATION IN ADDITION TO PROOF OF ANNUAL INCOME. A CUSTOMER APPLYING FOR THE DISCOUNT RATES ON THE BASIS OF AGE SHALL FURNISH PROOF OF ANNUAL INCOME AND AGE.]~~

6.08.070 Enforcement of payment.

A. [~~WHETHER THE SOLID WASTE UTILITY IS OPERATED BY THE CITY OR BY A CONTRACTOR, A~~] All dwellings, businesses and public agencies within the city shall be required to subscribe to the solid waste disposal service whether or not they elect to utilize the service.

~~[B. ALL PAYMENTS ON A COMBINED UTILITY BILLING SHALL BE APPLIED FIRST TO FEES OR PENALTIES, SECOND TO UTILITY TAXES, THIRD TO STORM~~

DRAINAGE, FOURTH TO SOLID WASTE, FIFTH TO RECYCLING, SIXTH TO SEWER, AND SEVENTH TO WATER.

~~C. THE SOLID WASTE DISPOSAL SERVICE SHALL NOT BE TERMINATED BY REASON OF NONPAYMENT, BUT RATHER ALL WATER, SEWER AND SOLID WASTE UTILITY SERVICES SHALL BE TERMINATED IN THE EVENT OF NONPAYMENT PURSUANT TO THE DELINQUENT ACCOUNT PROCEDURES ESTABLISHED BY CHAPTERS 13.04 AND 13.08 MMC.]~~

B[D]. To the fullest extent allowed by law, [A]all delinquent and unpaid rates and charges for solid waste and/or recyclable material collection service shall become a lien held by the city against the property for which the service is rendered.

6.08.080 Reserved.~~[VACATION/VACANCY CREDITS – RESIDENTIAL.~~

~~SINGLE FAMILY DWELLING ACCOUNTS SHALL BE ELIGIBLE FOR VACANCY CREDITS FOR ANY ABSENCE OF THIRTY DAYS OR MORE WITH A MAXIMUM OF NINETY DAYS IN ANY CONCURRENT TWELVE-MONTH PERIOD. LOW-INCOME SENIOR ACCOUNTS AND CITY OF MONROE IRRIGATION ACCOUNTS SHALL BE ELIGIBLE FOR VACANCY CREDITS FOR ANY ABSENCE OR NONUSE OF THIRTY DAYS OR MORE WITH A MAXIMUM OF ONE HUNDRED EIGHTY DAYS IN ANY CONCURRENT TWELVE MONTH PERIOD. UTILITY ALL ACCOUNTS MUST BE CURRENT, NO VACANCY CREDITS SHALL BE GRANTED FOR AN ACCOUNT THAT IS DELINQUENT. CREDITS SHALL BE COMPUTED ON A PERCENTAGE OF DAYS USED. THE CITY WILL PROVIDE A VACANCY CREDIT APPLICATION IN THE EVENT THE CITY OPERATES THE UTILITY AND THE CONTRACTOR WILL PROVIDE A VACANCY CREDIT APPLICATION IN THE EVENT A CONTRACTOR OPERATES THE UTILITY. VACANCY CREDIT APPLICATIONS MUST BE FILED FORTY EIGHT HOURS IN ADVANCE. PERSONS FILING VACANCY CREDIT APPLICATIONS FOUND TO BE FALSE SHALL, IN ADDITION TO ANY OTHER PENALTIES, BE INELIGIBLE TO RECEIVE FUTURE VACANCY CREDITS. FAILURE TO APPLY FOR CONTINUATION OF SERVICES WITHIN SEVEN DAYS OF THE RENEWED OCCUPANCY OF THE PREMISES SHALL RESULT IN CHARGES BEING IMPOSED FOR SOLID WASTE SERVICES WITHOUT REGARD FOR ANY PERIOD OF VACANCY.]~~

6.08.085 Reserved.~~[VACATION/VACANCY CREDITS – YARD DEBRIS.~~

~~THE PROVISIONS OF MMC 6.08.080 AND 6.08.090 SHALL NOT BE APPLICABLE TO THE TERMINATION OR RESUMPTION OF YARD DEBRIS COLLECTION. TERMINATION OR RESUMPTION OF YARD DEBRIS SERVICE SHALL BE GOVERNED BY CITY CONTRACT WITH CONTRACTOR, OR SEPARATE RESOLUTION OF THE CITY COUNCIL.]~~

6.08.090 Reserved.~~[VACANCY CREDITS – COMMERCIAL.~~

~~BUSINESS AND PUBLIC AGENCY ACCOUNTS SHALL BE ELIGIBLE FOR VACANCY CREDITS FOR ANY ABSENCE OF THIRTY DAYS OR MORE WITH A MAXIMUM OF NINETY DAYS IN ANY CONCURRENT TWELVE-MONTH PERIOD. UTILITY ALL ACCOUNTS MUST BE CURRENT, NO VACANCY CREDITS SHALL BE GRANTED FOR AN ACCOUNT THAT IS DELINQUENT. CREDITS SHALL BE COMPUTED ON A PERCENTAGE OF DAYS USED. THE CITY WILL PROVIDE A VACANCY CREDIT~~

~~APPLICATION IN THE EVENT THE CITY OPERATES THE UTILITY AND THE CONTRACTOR WILL PROVIDE A VACANCY CREDIT APPLICATION IN THE EVENT A CONTRACTOR OPERATES THE UTILITY. VACANCY CREDIT APPLICATIONS MUST BE FILED FORTY EIGHT HOURS IN ADVANCE. PERSONS FILING VACANCY CREDIT APPLICATIONS FOUND TO BE FALSE SHALL, IN ADDITION TO ANY OTHER PENALTIES, BE INELIGIBLE TO RECEIVE FUTURE VACANCY CREDITS. FAILURE TO APPLY FOR CONTINUATION OF SERVICES WITHIN SEVEN DAYS OF THE RENEWED OCCUPANCY OF THE PREMISES SHALL RESULT IN CHARGES BEING IMPOSED FOR SOLID WASTE SERVICES WITHOUT REGARD FOR ANY PERIOD OF VAGANCY.]~~

6.08.100 Administration.

The administration of the disposal and transportation of solid waste in the city shall be under the ultimate supervision of the city administrator; provided, that the city administrator may delegate the duty of administration to his/her designee. Provided further, that the city council shall be responsible for selecting a solid waste collection contractor, and for approving any contract or addendum with such contractor, unless the council in its discretion delegates such authority.

6.08.110 Garbage [CONTAINER]receptacle requirements.

A. Required. It shall be the duty of every person in possession, charge or control of any single-family dwelling, small residential complex or large residential complex dwelling, commercial establishment or public agency where garbage is created or accumulated at all times to keep or cause to be kept portable [CONTAINERS]receptacles as described herein, and to deposit or cause to be deposited said garbage therein.

B. Waste [CONTAINERS]receptacles shall be provided as follows:

1. Single-Family and Small Complex Residences.~~[FOR SINGLE FAMILY BUILDINGS AND SMALL COMPLEX RESIDENTIAL BUILDINGS, H]~~ Household garbage cans or minicans shall be provided by the owner,~~[OR]~~ occupant, or contractor and shall comply with the requirements and limits described in the definitions.

2. Large Complex Residences. Large complex dwelling units shall be furnished with and charged for at least one thirty-two-gallon container per unit. Such [CONTAINER]receptacle is to be furnished by the owner,~~[AND/OR]~~ occupants, or contractor; provided, that bulk [CONTAINERS]receptacles may be used at the request of the owner.~~[IF THE CITY OPERATES THE UTILITY, THE TYPE OF CONTAINER USED FOR COMMERCIAL ACCOUNTS SHALL BE DETERMINED BY THE CITY ADMINISTRATOR OR HIS DESIGNEE, WITH APPEAL FROM THE DECISION BEING TO THE HEARING EXAMINER. IF THE UTILITY IS OPERATED BY THE CITY BY CONTRACT, T]~~The type of [CONTAINER]receptacle used for large complex accounts shall be determined by the contractor, with appeal from the decision being to the city.

3. Commercial Customers: Commercial users generating solid waste may be required to use bulk refuse [CONTAINERS]receptacles.~~[IF THE CITY~~

~~OPERATES THE UTILITY, THE TYPES OF CONTAINER USED FOR COMMERCIAL ACCOUNTS SHALL BE DETERMINED BY THE CITY ADMINISTRATOR OR HIS DESIGNEE, WITH APPEAL FROM THE DECISION BEING TO THE HEARING EXAMINER. IF THE UTILITY IS OPERATED BY THE CITY BY CONTRACT, T]The type of [CONTAINER]receptacle used for commercial accounts shall be determined by the contractor, with appeal from the decision being to the city.~~

C. ~~[CONTAINER]~~**Receptacle** Identification. All single-family and small complex residential refuse ~~[CONTAINERS]~~**receptacles** shall bear the address of the premises served by the ~~[CONTAINER]~~**receptacle** in permanent lettering with a minimum height of three inches.

D. Location. No~~[CONTAINER]~~ **receptacle** shall be kept or stored within the confines of any street or public alley in a residential area. In blocks in which there are alleys, such ~~[CONTAINERS]~~ **receptacles** shall be kept on private property in a convenient and accessible location adjacent to such alley. In blocks in which there are no alleys, such ~~[CONTAINERS]~~ **receptacles** shall be kept on private property without interfering with the reasonable enjoyment of such private property or adjoining property. On the day that solid waste is normally collected,~~[CONTAINERS]~~ **receptacles** shall be placed in readily accessible location not farther than five feet from the driving portion of the roadway. If such placement is impractical and~~[CONTAINERS]~~ **receptacles** must be placed on the public walkway,~~[CONTAINERS]~~ **receptacles** must be placed on the edge of the walkway, and must be removed immediately after collection.

E. Mobile Home Parks. Mobile home parks shall be required to provide central storage areas throughout the mobile home park for the location of solid waste ~~[CONTAINERS]~~**receptacles**. ~~[CONTAINERS]~~**receptacles** shall be located so that no mobile home is more than one hundred fifty feet from the closest ~~[CONTAINER]~~**receptacle**.

F. Special ~~[CONTAINERS]~~**receptacles**. All garbage ~~[CONTAINERS]~~**receptacles**, other than those cans **and carts**~~[TYPE CONTAINERS]~~ used principally for residential purposes, will be provided and maintained ~~[BY THE CITY IF THE CITY PROVIDES THE GARBAGE DISPOSAL SERVICE OR]~~by the contractor~~[IF THE CONTRACTOR PROVIDES THE GARBAGE DISPOSAL SERVICE]~~. The rates schedule established by ~~[PERIODIC RESOLUTION BY THE CITY COUNCIL]~~**contract** shall include the charge for use of such ~~[CONTAINERS]~~**receptacles**.

G. Deteriorated Garbage ~~[CONTAINERS]~~**receptacles**. ~~[CONTAINERS]~~**Receptacles** that have deteriorated to the extent of being hazardous to the collectors in handling such ~~[CONTAINERS]~~**receptacles**, or to the extent that lids will not fit tightly or securely, or are so badly damaged and bent that they will not allow free discharge of the garbage or do not meet the general specifications of this chapter will be replaced by the owner of the ~~[CONTAINER]~~**receptacle**.

H. Frequency of Collection. Residential ~~[GARBAGE]~~**solid waste** collection service shall be provided on **at least** a weekly basis. The customer and~~[THE CITY]~~

~~ADMINISTRATOR IF THE CITY PROVIDES THE SERVICE, OR] the contractor[IF THE CONTRACTOR PROVIDES THE SERVICE,] shall determine the frequency of collection required for accounts other than residential accounts; provided, that disputes **between the customer and the contractor** regarding the frequency of service required shall be resolved by the city.[HEARING EXAMINER IF THE UTILITY IS OPERATED BY THE CITY OR BY THE CITY IF THE UTILITY IS OPERATED BY A CONTRACTOR.]~~

6.08.120 [RECYCLING CONTAINER]Other receptacle requirements.

A. Recyclables [~~CONTAINERS~~]**cars**. All recyclables [~~COLLECTION CONTAINERS~~]**cars** used principally for residential purposes will be owned, provided and maintained by the [~~CITY OR~~] contractor. The rate schedule [~~ESTABLISHED BY RESOLUTION BY THE CITY COUNCIL~~] **set forth in the city's contract with the contractor** shall include the charge for use of such [~~CONTAINERS, IF APPLICABLE~~]**cars**.

~~[1. SINGLE FAMILY. FOR SINGLE FAMILY BUILDINGS UP TO FOUR PLEX RESIDENTIAL BUILDINGS, A SET OF THREE RECYCLING BIN CONTAINERS OR SINGLE STREAM CART PER HOUSEKEEPING UNIT SHALL BE PROVIDED BY THE CITY.~~

~~2. LARGE COMPLEX RESIDENCES. FOR LARGE COMPLEX DWELLING UNITS, ONE HUNDRED GALLON WHEELED RECYCLING TOTES SHALL BE PROVIDED BY THE CITY. THE NUMBER OF TOTES IS TO BE DETERMINED BY THE CONTRACTOR.]~~

B. Yard Debris [~~CONTAINERS~~]**Receptacles**. All [~~CONTAINERS~~]**receptacles** for the purpose of collecting recyclable yard debris will be owned, provided and maintained by the [~~CITY OR~~] contractor. The rate schedule **set forth by the city's contract with the contractor** [~~ESTABLISHED BY PERIODIC RESOLUTION OF THE CITY COUNCIL~~] shall include the charge for use of such [~~CONTAINERS~~]**receptacles**, if applicable.

C. [~~CONTAINER~~]**Receptacle** Identification. All residential recyclable material **and yard debris** [~~CONTAINERS~~]**receptacles** shall bear a logo in permanent lettering, as approved by the city.

D. Location. No [~~CONTAINER~~]**receptacle** shall be kept or stored within the confines of any street or public alley in a residential area. In blocks in which there are alleys, such [~~CONTAINERS~~]**receptacles** shall be kept on private property in a convenient and accessible location adjacent to such alley. In blocks in which there are no alleys, such [~~CONTAINERS~~]**receptacles** shall be kept on private property without interfering with the reasonable enjoyment of such private property or adjoining property. On the day that recyclables or yard debris is normally collected, [~~CONTAINERS~~]**receptacles** shall be placed in a readily accessible location not farther than five feet from the driving portion of the road. If such placement is impractical and [~~CONTAINERS~~]**receptacles** must be placed on the public walkway, [~~CONTAINERS~~]**receptacles** must be placed on the edge of the walkway, and must be removed immediately after collection.

E. Deteriorated ~~[CONTAINERS]~~receptacles. ~~[CONTAINERS]~~Receptacles that have deteriorated to the extent of being hazardous to the collectors in handling such ~~[CONTAINERS]~~receptacles or are so badly damaged and bent that they will not allow free discharge of the recyclables or yard debris will be replaced by the contractor~~[CITY AS A MEMBER OF ESCARG]~~.

F. Frequency of Collection. ~~[THE COMPREHENSIVE RECYCLABLES AND YARDWASTE COLLECTION, PROCESSING AND MARKETING CONTRACT AGREEMENT SHALL DETERMINE THE FREQUENCY OF SERVICE.]~~Residential recyclables and yard debris collection service shall be provided on at least a weekly basis. The customer and the contractor shall determine the frequency of collection required for accounts other than residential accounts; provided, that disputes between the customer and the contractor regarding the frequency of service required shall be resolved by the city.

6.08.130 Garbage – Sanitary conditions required.

All garbage shall be drained of liquids and wrapped in paper or other material before being deposited in the solid waste disposable ~~[CONTAINER]~~receptacle. The ~~[SOLID WASTE UTILITY]~~contractor may refuse to collect un-drained garbage of a liquid or semiliquid state, unwrapped and improperly placed. The owner and tenant shall maintain garbage ~~[CONTAINERS]~~receptacles in a clean and sanitary condition.

6.08.140 Disposal of dead animals.

Disposal of dead animals must be in compliance with MMC 6.04.030. Dead animals weighing more than fifteen (15) pounds shall not be placed in solid waste ~~[CONTAINERS]~~receptacles.

6.08.150 Unacceptable solid waste.

The following wastes shall be considered unacceptable for collection without the special permission of ~~[THE CITY ADMINISTRATOR IF THE CITY OPERATES THE SOLID WASTE UTILITY OR]~~ the contractor~~[IF THE UTILITY IS OPERATED BY CONTRACT]~~:

- A. Hazardous waste, dangerous materials or substances such as poisons, acids, caustics, infected materials and explosives;
- B. Construction and demolition debris of unusual quantities of materials resulting from the repair, excavation or construction of buildings;
- C. Materials which have not been prepared for collection according with these regulations;
- D. Solid waste resulting from industrial processes;
- E. Manure or animal droppings with the exception of those from pets when securely bagged;
- F. Recyclables and recyclable yard debris; and

G. Yard rubbish.

6.08.160 Solid waste – Burying prohibited.

It is unlawful to bury solid waste in any place in the city.

6.08.170 Violations – Notice.

Whenever the city administrator may determine that there is a violation of any provision of this chapter, notice shall be given to the owner and/or occupant of the premises upon which the alleged violation has occurred. Such notice shall state the nature of the violation and a reasonable time for correcting such violation. Such notice shall be given by personal service or by certified mail, return receipt requested.

6.08.180 Violations – Penalty.

It is unlawful for any person to violate the provisions of this chapter. In the event of violations not corrected after notice is provided above, the property owner and/or tenant with respect to the property upon which the violation has occurred shall be guilty of a misdemeanor and shall be punished by a fine of not more than three hundred dollars; provided, further, that where the violation is of a continuing nature, then each day during which the violation continues shall constitute a separate violation of this chapter.

6.08.190 Theft of materials prohibited.

Once recyclable materials and yard debris materials have been set out on the curbside, or at such other location as authorized by the city, ownership of those recyclables and yard debris materials passes to the contractor. It shall be unlawful for any person other than the contractor to remove materials once they are set out on the curbside or other approved location. However, any person may collect recyclables and yard debris materials delivered to such person at a location where it is legal to accept such materials.