

Ordinance No. 120250

Council Bill No. 113537

The City of Seattle
Council Bill/Ordinance

AN ORDINANCE relating to the solid waste system of Seattle Public Utilities; establishing definitions, rates and charges for the collection and disposal of municipal solid waste (MSW) from commercial establishments in the city of Seattle; establishing definitions, rates and charges for the collection of construction, demolition and landclearing waste (CDL) in the city of Seattle; and amending Seattle Municipal Code Chapters 21.36 and 21.40 in connection therewith.

me

Pass 2/6 Regular, Mayor, 1/29/01

(S)

CF No. _____

1-29-01 Pass

Date Introduced:	JAN 16 2001	
Date 1st Referred:	To: (committee)	Water Resources, Solid Waste & Public Health Committee
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
<i>1-29-01</i>	<i>8-0</i>	
Date Presented to Mayor:	Date Approved:	
<i>1-30-01</i>	<i>2/5/01</i>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> P.T. <input checked="" type="checkbox"/>
<i>2/5/01</i>	<i>27PP</i>	
Date Vetted by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

This file is complete and ready for publication

Law Department

Law Dept. Review

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Margaret Rogers

Councilmember

Committee Action:

Pass by Rogers, Duggan, Conlin

(Handwritten initials)

1-29-01 Passed 8-0 (Rogers Excused)

This file is complete and ready for presentation to Full Council.

Committee: _____

(initial/date)

Law Department

Law Dept. Review

OMP
Review

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City Clerk
Review

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ORDINANCE 120250

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AN ORDINANCE relating to the solid waste system of Seattle Public Utilities; establishing definitions, rates and charges for the collection and disposal of municipal solid waste (MSW) from commercial establishments in the city of Seattle; establishing definitions, rates and charges for the collection of construction, demolition and landclearing waste (CDL) in the city of Seattle; and amending Seattle Municipal Code Chapters 21.36 and 21.40 in connection therewith.

WHEREAS, the City of Seattle, Seattle Public Utilities, has chosen to exercise its authority under Washington State Law to contract for the collection of commercial MSW and CDL in the city of Seattle effective April 1, 2001; and

WHEREAS, the City of Seattle, Seattle Public Utilities, has entered into contracts with Rabanco, Ltd. and Waste Management of Washington, Inc. for the collection of commercial MSW and CDL in the city of Seattle, effective April 1, 2001; and

WHEREAS, under the terms of the contracts with Rabanco, Ltd. and Waste Management of Washington, Inc. the City of Seattle will assume sole authority and responsibility for setting rates and charges for the collection and disposal of commercial MSW and the collection of CDL in the city of Seattle; and

WHEREAS, the City of Seattle has developed a schedule of rates and charges that will reduce commercial MSW container service rates to their 1994 levels and maintain drop box service rates at their 1996 levels; and

WHEREAS, the City of Seattle wishes to implement its new schedule of rates and charges for commercial garbage collection effective April 1, 2001; **NOW THEREFORE,**

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Effective April 1, 2001, Seattle Municipal Code Chapter 21.36, Sections 21.36.010, 21.36.012, 21.36.014, and 21.36.016 are amended as follows:

SMC 21.36.010 Definitions A -- B.

1. "Abandoned landfill" means a solid waste landfill disposal site which was completed prior to the requirement to obtain a closure permit.



1 2. "Alley" means a public or private way which is intended to provide or which provides a
2 roadway for vehicular and pedestrian access to abutting properties and is generally located
3 to the rear or side of those properties.

4
5 3. "A&E Services" means ancillary and elective services associated with collection of
6 commercial solid waste and construction, demolition and landclearing waste.

7
8 4. ((3-)) "Apartment hotel" means a building providing accommodations for transient
9 guests in which at least fifty (50) percent of the gross habitable floor area is used by
10 permanent residents.

11
12 5. ((4-)) "Apartment house" means a building or portion thereof containing five (5) or
13 more dwelling units.

14
15 6. ((5-)) "Asbestos" means the asbestiform varieties of serpentine (chrysotile), riebeckite
16 (crocidolite), cummingtonite-grunerite, anthophyllite and actinolite-tremolite.

17
18 7. ((6-)) "Asbestos material" means any material containing at least one (1) percent
19 asbestos as determined by polarized light microscopy using the Interim Method of the
20 Determination of Asbestos in Bulk Insulation Samples contained in Appendix A of Subpart
21 F in 40 C.F.R. Part 763, unless it can be demonstrated that the material does not release
22 asbestos fibers when crumbled, pulverized or otherwise disturbed.

23
24 8. ((7-)) "Asbestos-containing waste material" means any waste that contains asbestos.
25 This term includes asbestos waste from control devices, contaminated clothing, asbestos
26 waste material, materials used to enclose the work area during an asbestos project, and bags
27 or containers that previously contained asbestos.

28
29 9. ((8-)) "Boarding or rooming house" means a building other than a hotel, where meals
30 and room, or rooms only, are provided for compensation for nine (9) or more nontransient
31 persons.
32



1 10. "Bulky Waste" means cartons, boxes, crates, etc., or other MSW materials set out for
2 disposal as overflow to a customer's regular Can, Cart or Detachable collection service.

3
4 11. ((9:)) "Bundle" means one (1) box or carton empty or filled with solid waste, one (1)
5 bag filled with solid waste, or bundle of solid waste, securely bundled so that none of the
6 material blows about and so it is not easily broken apart and which is of such size that the
7 longest dimension does not exceed three (3) feet, the volume does not exceed six (6) cubic
8 feet and the total weight does not exceed sixty (60) pounds, and is in good condition for
9 handling at the time of collection. The box, bag, or carton, if present, must be disposable.

10
11 12. ((10:)) "Bundle-of-yardwaste" means "yardwaste" defined in Section 21.36.016 that is
12 placed in a container or securely tied so that none of the material blows away or falls out
13 upon lifting and so that it is not easily broken apart. Its longest dimension may not exceed
14 four (4) feet in length; its diameter may not be over two (2) feet; and its weight may not
15 exceed sixty (60) pounds.

16
17 SMC 21.36.012 Definitions C -- E.

18
19 1. "Can" means a watertight, galvanized, sheet metal or plastic container not exceeding 32
20 gallons in capacity, fitted with at least one sturdy handle and a tight cover equipped with a
21 handle, except in the case of sunken cans, such Can to be rodent and insect proof and to be
22 kept in a sanitary condition at all times. Alternate containers such as bags, boxes and bundles
23 may be used in place of Cans for materials in excess of the customer's primary container. A
24 Can or alternate container shall not exceed 60 pounds for each 32 gallons of nominal
25 capacity.

26
27 2. "Can-Unit Pickup" means a pickup of a group of Cans made of durable corrosion --
28 resistant, nonabsorbent material, watertight, with a close-fitting cover and two handles. Size
29 to exceed twenty gallons, but not to exceed thirty-two gallons or four cubic feet.

30
31 3. "Cart" (also at times referred to as "toter" or "wheeled container") means a watertight
32 plastic container, not greater than one-half (1/2) cubic yard in capacity and equipped with



1 wheels, handles and a tight-fitting cover. Wheeled Containers means containers capable of
2 being mechanically unloaded into the Contractor's collection vehicles.

3
4 4. ((1-)) "City" means The City of Seattle.

5
6 5. ((2-)) "City's Waste" means all residential and nonresidential solid waste generated
7 within the City, excluding Unacceptable Waste, Special Waste, Construction, Demolition
8 and Landclearing Waste, and materials destined for recycling. City's Waste includes all such
9 waste, regardless of which private or public entity collects or transports the waste. City's
10 Waste includes all waste remaining after recycling.

11
12 6. ((3-)) "Clean wood waste" means and will consist of wood pieces generated as
13 byproducts from manufacturing of wood products, hauling and storing of raw materials, tree
14 limbs greater than four (4) inches in diameter and wood demolition waste (lumber, plywood,
15 etc.) thrown away in the course of remodeling or construction, and waste approved for
16 wood-waste recycling by the Director of the Seattle Public Utilities. It excludes clean
17 yardwaste, treated lumber, wood pieces, or particles containing chemical preservatives,
18 composition roofing, roofing paper, insulation, sheetrock, and glass.

19
20 7. "Commercial Establishment" means any non-Residential location from which the Solid
21 Waste is collected by the Contractor, and includes the non-residential portion of Mixed Use
22 Buildings.

23
24 8. "Commercial Waste" means MSW and CDL collected from Commercial Establishments
25 within the City.

26
27 9. "Compacted Material" means material which has been compressed by any mechanical
28 device either before or after it is placed in the receptacle handled by the collector.

29
30 10. "Compactor Disconnect/Reconnect Cycle" means the service of disconnecting a
31 compactor from a Drop Box or Container prior to taking it to be dumped and then



1 reconnecting the compactor when the Drop Box or Container is returned to the customer's
2 site.

3
4 11. "Compostable Waste" means any organic waste materials that are source separated for
5 processing or composting, such as Yard Waste and Food Waste.

6
7 12. ((4-)) "Composting" means the controlled degradation of organic waste yielding a
8 product for use as a soil conditioner.

9
10 13. ((5-)) "Construction, Demolition and Landclearing Waste" or "CDL Waste" means
11 waste comprised primarily of the following materials:

12
13 a. Construction Waste: waste from building construction such as scraps of wood,
14 concrete, masonry, roofing, siding, structural metal, wire, fiberglass insulation, other
15 building materials, plastics, styrofoam, twine, baling and strapping materials, cans and
16 buckets, and other packaging materials and containers.

17
18 b. Demolition Waste: solid waste, largely inert waste, resulting from the demolition or
19 razing of buildings, roads and other man-made structures. Demolition Waste consists of, but
20 is not limited to, concrete, brick, bituminous concrete, wood and masonry, composition
21 roofing and roofing paper, steel, and minor amounts of metals like copper. Plaster (i.e., sheet
22 rock or plasterboard) or any other material, other than wood, that is likely to produce gases
23 or leachate during its decomposition process and asbestos wastes are not considered to be
24 Demolition Waste.

25
26 c. Landclearing Waste: natural vegetation and minerals from clearing and grubbing land
27 for development, such as stumps, brush, blackberry vines, tree branches, tree bark, mud, dirt,
28 sod and rocks.

29
30 14. "Container Collection" means collection of Commercial Waste from Cans, Carts, and
31 Detachable Containers.



1
2 15. ((6-)) "Contaminated Soils" means soils removed during the cleanup of a remedial
3 action site, or a dangerous waste site closure or other cleanup efforts and actions which
4 contain harmful substances but are not designated dangerous wastes. Contaminated Soils
5 may include excavated soils surrounding underground storage tanks, vector wastes (street
6 and sewer cleanings), and soil excavated from property underlying industrial activities.

7
8 16. ((7-)) "Contractor" means those contracting with the City to collect and dispose of
9 solid waste as described in this section, or the authorized representative of such contractors.

10
11 17. ((8-)) "Dangerous waste" means those solid wastes designated in WAC 173-303-070
12 through WAC 173-303-103 as dangerous or extremely hazardous waste.

13
14 18. ((9-)) "Detachable container" means a watertight, all-metal container, not less than
15 one-half (1/2) cubic yard in capacity and equipped with a tight-fitting metal or other City-
16 approved cover. The term shall also apply to containers of other material of similar size
17 when approved by the Director of Seattle Public Utilities. Containers two (2) cubic yards
18 and under shall be equipped with at least three (3) wheels.

19
20 19. ((10-)) "Director of Seattle Public Utilities" means the Director of Seattle Public Utilities
21 of The City of Seattle and authorized employees.

22
23 20. ((11-)) "Disposal site" means the areas or facilities where any final treatment, utilization,
24 processing or deposition of solid waste occurs. See also the definition of interim solid waste
25 handling site.

26
27 21. "Drop Box" (also at times referred to as "rolloff" or "lugger" or "dino") means a metal
28 container, with 3-40-cubic-yard-capacity capable of being mechanically loaded onto a
29 collection vehicle for transport to a Disposal Facility.

30
31 22. "Dumpster" means the same as "Detachable Container."
32



1 23. ~~((12-))~~ "Dwelling unit" in addition to its ordinary meaning includes a room or suite of
2 rooms used as a residence and which has cooking facilities therein, but does not include
3 house trailers in trailer courts, rooms in hotels or motels, or cells or rooms in jails or
4 government detention centers.

5
6 24. ~~((13-))~~ "Energy recovery" means a process operating under federal and state
7 environmental laws and regulations for converting solid waste into usable energy and for
8 reducing the volume of solid waste.

9
10 SMC 21.36.014 Definitions F -- P.

11
12 1. "Fraternity, sorority or group student house" means a building occupied by and
13 maintained exclusively for students affiliated with an academic or professional college or
14 university or other recognized institution of higher learning, which is regulated by such
15 institution.

16
17 2. "Garbage" means all discarded putrescible waste matter, including small dead animals
18 weighing not over fifteen (15) pounds, but not including sewage or sewage sludge or human
19 or animal excrement or yardwaste.

20
21 3. "Garbage can" means the same thing as "Can." ~~((a watertight container not exceeding
22 thirty two (32) gallons in capacity, weighing not over twenty six (26) pounds when empty
23 and without cover, fitted with two (2) sturdy handles one (1) on each side and a tight cover,
24 except in the case of sunken cans.))~~ The term shall also apply to containers of similar size
25 and weight when approved by the Director of Seattle Public Utilities.

26
27 4. "Garbage container" means either:

28
29 a. A garbage can; or
30



1 b. A micro-can, mini-can, or thirty-two (32), sixty (60) to sixty-five (65) gallon cart, or
2 ninety (90) to ninety-six (96) gallon cart supplied by the City or collector and approved by
3 the Director of Seattle Public Utilities for use under the solid waste collection contract.
4

5 5. "Hazardous substances" means any liquid, solid, gas or sludge, including any material,
6 substance, product, commodity or waste, regardless of quantity, that exhibits any of the
7 physical, chemical or biological properties described in WAC 173-303-090, 173-303-101,
8 173-303-102 or 173-303-103.
9

10 6. "Health Officer" means the Director of the Seattle-King County Department of Public
11 Health or his/her designated representative.
12

13 7. "Household hazardous wastes" means any discarded liquid, solid, contained gas, or
14 sludge, including any material, substance, product, commodity or waste used or generated in
15 the household, regardless of quantity, that exhibits any of the characteristics or criteria of
16 dangerous waste set forth in Chapter 173.303 WAC.
17

18 8. "Incineration" means a process of reducing the volume of solid waste operating under
19 federal and state environmental laws and regulations by use of an enclosed device using
20 controlled flame combustion.
21

22 9. "Interim solid waste handling site" means any interim treatment, utilization or
23 processing site engaged in solid waste handling which is not the final site of disposal.
24 Transfer stations, drop boxes, baling and compaction sites, source separation centers, and
25 treatment are considered interim solid waste handling sites.
26

27 10. "Litter" means solid waste such as, but not limited to, disposable packages and
28 containers dropped, discarded or otherwise disposed of upon any property.
29

30 11. "Micro-can" means a twelve (12) gallon container that is supplied by the City, made of
31 galvanized metal or plastic, and meets the approval of the Director of Seattle Public
32 Utilities.



1
2 12. "Mini-can" means a fifteen (15) to twenty (20) gallon container that is supplied by the
3 contractor, made of galvanized metal or plastic, and meets the approval of the Director of
4 Seattle Public Utilities.

5
6 13. "Mixed-use building" means a building with both residential and commercial solid waste
7 with common garbage chute(s), and/or the residential and commercial solid waste generated
8 in such building cannot be readily separated.

9
10 14. "MSW" means Solid Waste excluding Special Wastes, Unacceptable Wastes, Recyclable
11 Materials, Compostable Wastes and CDL.

12
13 15. "Overloaded" means a Toter or Container whose contents exceed one foot above the top
14 of the Toter or Container.

15
16 16. ((14.-)) "Passenger vehicle" means any motor vehicle with a passenger car license plate.

17
18 17. "Permanent Service" means service provided for a period of more than ninety days.

19
20 18. ((15.-)) "Person" means any governmental entity, or any public or private corporation,
21 partnership or other form of association, as well as any individual.

22
23 19. ((16.-)) "Planting strip" means that part of a street right-of-way between the abutting
24 property line and the curb or traveled portion of the street, exclusive of any sidewalk.

25
26 20. "Primary Collection Area" means for each contractor that area of the City within which
27 that contractor has been designated the exclusive provider of commercial MSW collection
28 services, except in special cases where individual customers have requested, and been
29 granted by the City, the right to receive such services by the City's other commercial MSW
30 collection contractor.



1 21. "Private Transfer Stations" means the transfer station owned and operated by Waste
2 Management of Seattle at 7155 West Marginal Way S.W., the transfer station owned and
3 operated by Rabanco at 3rd Avenue South and Lander Street, and such other transfer
4 stations or facilities that a private entity may operate at present and in the future for handling
5 the City's Waste.

6
7 22. ((17:)) "Public place" means and includes streets, avenues, ways, boulevards, drives,
8 places, alleys, sidewalks and planting (parking) strips, squares, triangles, and rights-of-way,
9 whether open to the use of the public or not, and the space above or beneath the surface of
10 the same.

11
12 23. Public Transfer Stations means the City's South Transfer Station at 2nd Ave. South and
13 South Kenyon, the North Transfer Station at North 34th Street and Carr Place North, and
14 such other transfer stations that the City may operate in the future for handling the City's
15 Waste.

16
17 SMC 21.36.016 Definitions R -- Z.

18
19 1. "Recyclable materials" means those solid wastes that are separated for recycling or
20 reuse, such as papers, metals and glass, that are identified as recyclable material pursuant to
21 The City of Seattle's Comprehensive Solid Waste Plan.

22
23 2. "Recycling" or "Recycle" means transforming or re-manufacturing waste materials into
24 usable or marketable materials for use other than incineration (including incineration for
25 energy recovery) or other methods of disposal.

26
27 3. "Refuse" means either garbage or rubbish or both garbage and rubbish, and includes
28 litter, but excludes yardwaste.

29
30 4. "Residence" or "Residential" means any house, dwelling, multiunit residence, apartment
31 house, trailer court or any building put to residential use. The term does not include Mixed
32 Use Buildings



1
2 5. "Roll-off Collection" means the collection of Commercial Waste by means of a Drop
3 Box.

4
5 6. ((4-)) "Rubbish" means all discarded nonputrescible waste matter excluding yardwaste.

6
7 7. ((5-)) "Scavenging" means removal of material at a disposal site or interim solid waste
8 handling site without the approval of the site owner or operator or of the Health Officer.

9
10 8. "Secondary Collection Area" means for each contractor that area of the City within
11 which the City's other commercial MSW collection contractor is the designated primary
12 MSW collection service provider, and in which the contractor may provide such services
13 only to individual customers who have requested, and been granted by the City, the right to
14 receive such services from the contractor.

15
16 9. ((6-)) "Service unit" means a "garbage container."

17
18 10. ((7-)) "Small quantity generator hazardous waste" means any discarded liquid, solid,
19 contained gas, or sludge, including any material, substance, product, commodity or waste
20 used or generated by businesses, that exhibits any of the characteristics or criteria of
21 dangerous waste set forth in Chapter 173.303 WAC, but which is exempt from regulation as
22 dangerous waste.

23
24 11. ((8-)) "Solid waste" means all putrescible and nonputrescible solid and semisolid
25 wastes, including but not limited to garbage, rubbish, yardwaste, ashes, industrial wastes,
26 infectious wastes, swill, demolition and construction wastes, abandoned vehicles or parts
27 thereof, and recyclable materials. This includes all liquid, solid and semisolid materials
28 which are not the primary products of public, private, industrial, commercial, mining and
29 agricultural operations. Solid waste includes, but is not limited to sludge from wastewater
30 treatment plants, seepage from septic tanks, wood waste, dangerous waste, and problem
31 wastes ((-)), as well as other materials and substances that may in the future be included in

1 the definition of "solid waste" in RCW 70.95.030. Solid Waste does not include Recyclable
2 Materials (including Compostable Waste) collected from Commercial Establishments.

3
4 12. ((9-)) "Solid waste container" means a garbage container, detachable container, or any
5 other secure, rigid, watertight container with a tight-fitting lid.

6
7 13. ((10-)) "Special category wastes" means wastes whose disposal is limited by certain
8 restrictions and limitations, as identified in Section 21.36.029.

9
10 14. "Special Pickup" means a pickup requested by the customer at a time other than the
11 regularly scheduled pickup time, but which does not involve the dispatch of a truck.

12
13 15. ((11-)) "Special Waste" means contaminated soils, asbestos and other waste specified by
14 Washington Waste Systems in the Special Waste Management Plan included in the
15 Operations Plan as requiring special handling or disposal procedures.

16
17 16. ((12-)) "Street" means a public or private way, other than alleys, used for public travel.

18
19 17. "Street Side Litter Collection" means collection of MSW from City-supplied containers
20 located on public right-of-way.

21
22 18. ((13-)) "Sunken can" means a garbage can which is in a sunken covered receptacle
23 specifically designed to contain garbage cans and where the top of the garbage can is
24 approximately at the ground level.

25
26 19. "Temporary Service" means service that is required for a period of ninety days or less in
27 conjunction with Containers or Drop Boxes. Temporary Service and its associated rates are
28 not to be used for the first ninety days of service when the customer requests, and the
29 Contractor provides, service for more than ninety days.

30
31 20. "Toter" means the same as "Cart."
32



1 21. ~~((14.))~~ "Unacceptable Waste" means all waste not authorized for disposal at the
2 Columbia Ridge Landfill and Recycling Center or successor site designated by the City, by
3 those governmental entities having jurisdiction or any waste the disposal of which would
4 constitute a violation of any governmental requirement pertaining to the environment, health
5 or safety. Unacceptable Waste includes any waste that is now or hereafter defined by
6 federal law or by the disposal jurisdiction as radioactive, dangerous, hazardous or extremely
7 hazardous waste and vehicle tires in excess of those permitted to be disposed of by the laws
8 of the disposal jurisdiction.

9
10 22. "WUTC" means the Washington Utilities and Transportation Commission of the State
11 of Washington.

12
13 23. ~~((15.))~~ "Yardwaste" means plant material (leaves, grass clippings, branches, brush,
14 flowers, roots, wood waste, etc.); debris commonly thrown away in the course of
15 maintaining yards and gardens, including sod and rocks not over four (4) inches in diameter;
16 and biodegradable waste approved for the yardwaste programs by the Director of the Seattle
17 Public Utilities. It excludes loose soils, food waste; plastics and synthetic fibers; lumber; any
18 wood or tree limbs over four (4) inches in diameter; human or animal excrement; and soil
19 contaminated with hazardous substances.

20
21 Section 2. Effective April 1, 2001, Seattle Municipal Code Chapter 21.40, is
22 amended to eliminate Section 21.40.040 as follows:

23
24 ~~((SMC 21.40.040 Fixing of rates and charges.~~

25
26 ~~The City fixes rates and charges as provided in Section 21.40.050 for the collection and~~
27 ~~disposal of garbage and rubbish as defined by Ordinance 86373 (Note 1) from the residences~~
28 ~~other dwelling units referred to in Section 21.40.050.))~~

29
30 Section 3. Effective April 1, 2001, Seattle Municipal Code Chapter 21.40, Sections
31 21.40.050 and 21.40.060, are amended as follows:



SMC 21.40.050 Residential can rates ((Collection rates)) and charges.

A. There is imposed upon all residences and other dwelling units within the City a charge for garbage and rubbish collection and disposal service in accordance with the following schedule, and the amounts stated below shall be charged for optional services:

1. All residences with curbside/alley garbage container pickup: a charge per month or portion thereof, for each dwelling unit for once-a-week service, billed directly to the owner or occupant thereof as follows:

Service Units	Rates per Service Unit
Micro-can	\$10.05
Mini-can	12.35
Garbage Can	16.10
60 to 65 Gallon Cart	32.20
90 to 96 Gallon Cart	48.30

2. All residences with backyard garbage container pickup: a charge per month or portion thereof, for each dwelling unit for once-a-week service, billed directly to the owner or occupant as follows:

Service Units	Rates per Service Unit
Garbage Can	\$22.50
60 to 65 Gallon Cart	45.00
90 to 96 Gallon Cart	67.50

3. Minimum Charge, No Pickup Service. A charge per month or portion thereof, for each dwelling unit, including single-family dwellings not being used as residences, billed directly to the owner or occupant of Six Dollars and Twenty-five Cents (\$6.25) to cover landfill closure costs, billing, collection, Low Income Rate Assistance, hazardous waste costs, and litter cleanup costs. To be eligible for the minimum charge (zero (0) container rate) a customer may not generate any garbage or rubbish for collection or disposal.



1 With occupied premises, the customer must demonstrate a consistent and effective
2 practice of selective purchasing to minimize refuse, of recycling materials whenever
3 practical, and of composting any yardwastes generated on the premises and the customer
4 must have qualified for the rate on or before December 31, 1988. A customer is not
5 eligible for the zero (0) container rate by hauling his or her garbage and rubbish to a
6 transfer station, disposal site, or by disposal in another customer's containers or by the
7 use of prepaid stickers. Vacant multifamily units do not qualify for the minimum charge.
8

9 4. Extra Bundles. A charge of Five Dollars and Fifty Cents (\$5.50) for a bundle. A customer
10 may place an extra bundle with its container for regular pickup. The charge will be
11 billed directly to the owner or occupant, unless a prepaid sticker is used. A prepaid
12 sticker authorizes pickup of the bundle when placed with the customer's container. The
13 sticker must be affixed to the bundle in order for the bundle to be picked up by the
14 collector, and the customer not to be billed.
15

16 5. Bulky and White Goods Pickup. A charge of Twenty Dollars (\$20.00) for each item plus
17 an additional charge of Five Dollars (\$5.00) per item for items containing hazardous
18 waste such as chloroflouorocarbons (CFCs).
19

20 6. Curbside/Alley Yardwaste.
21

22 a. A charge per month or portion thereof for each dwelling unit, billed directly to the owner
23 or occupant, of Four Dollars and Twenty-five Cents (\$4.25. To receive this service, a
24 customer must be signed up with the Seattle Public Utilities for a minimum of twelve
25 (12) months' service and place his or her yardwaste at the curbside/alley for collection on
26 the scheduled date. The maximum allowed to any customer is five (5) bundles of
27 yardwaste per week per subscription.
28

29 b. Beginning April 1, 2000, a charge per month or portion thereof for each dwelling unit,
30 billed directly to the owner or occupant, of Four Dollars and Twenty-five Cents (\$4.25)
31 for up to four (4) bundles-of-yardwaste per collection plus an additional charge of One
32 Dollar and Fifty Cents (\$1.50) for each extra bundle-of-yardwaste beyond four (4) per



1 collection. To receive this service, a customer must be signed up with the Seattle Public
2 Utilities for a minimum of twelve (12) months' service and place his or her yardwaste at
3 the curbside/alley for collection on the scheduled date.

4
5 7. Providing, Exchanging and Replacing Containers. There will be a charge of Nineteen
6 Dollars (\$19.00) per container to customers on curbside/alley service for providing a
7 container or exchanging or replacing lost, stolen or damaged collector-supplied
8 containers with the same size or larger containers

9
10 8. New/Changed Account. A charge of Ten Dollars (\$10.00) for the establishment of a new
11 account or for each change in an existing account. This charge shall apply when the
12 owner or property manager of any single-family residence or multifamily structure
13 (duplex, triplex, four-plex, or structure with five (5) or more units) establishes a new
14 account or requests any change in his/her account requiring a change in account number
15 or customer number. The new/changed account charge is not applicable to customers
16 qualified for Low Income Rate Assistance.

17
18 9. Physical Disability Exemption. An exemption will be provided to qualified residents to
19 allow for backyard collection at curbside rates when the resident is physically unable to
20 take his or her garbage and rubbish containers to the curb. Qualifying criteria shall
21 include, but are not limited to, the resident's physical condition, qualification for
22 backyard service in other City programs, a physician's recommendation, the presence of
23 other physically capable persons in the household, special topography and other unique
24 property conditions, taking into account the contractors' ability to provide different
25 combinations of container sizes to make curbside pickup feasible.

26
27 B. The City shall calculate the charge for each dwelling unit within apartment houses and
28 apartment hotels and for each resident within boarding, rooming, fraternity, sorority and
29 group student houses for two (2) times a week service, billed directly to the owner or
30 agent for the entire building, by doubling the applicable garbage container rates in
31 subsection A1 of this section and reducing this calculated amount by Three Dollars and
32 Sixty-five Cents (\$3.65) per unit to adjust for billing, collection, hazardous waste, and



litter cleanup costs that occur only once a month.

C. All ((~~Single Family and Multifamily~~)) Residential Customers Requesting and Receiving
Non-Detachable Container Special, Nonroutine Collection Service for Garbage,
 Yardwaste, or Recyclable Materials. The following charges shall apply to special
 collections of ((:

4-)) all non - detachable containers, bundles or bundles-of-yardwaste: a per-pickup charge
 of Twenty Four Dollars (\$24.00) for first unit collected Two Dollars and Fifty Cents
 (\$2.50) for each additional unit.

((~~2~~ detachable containers: _____

	Uncompacted	Compacted
Detachable Container Size	Service	Service
3/4 cubic yards		
First container	\$34.90	\$44.80
Each additional	9.90	19.80
1 cubic yard		
First container	37.20	50.40
Each additional	12.20	25.40
1.5 cubic yards		
First container	42.25	62.05
Each additional	17.25	37.05
2 cubic yards		
First container	53.84	80.25
Each additional	28.84	55.25
3 cubic yards		
First container	64.00	103.60
Each additional	39.00	78.60
4 cubic yards		
First container	74.20	127.00
Each additional	49.20	102.00



1	6 cubic yards		
2	— First container	93.50	172.70
3	— Each additional	68.50	147.70
4	8 cubic yards		
5	— First container	113.35	218.95
6	— Each additional	88.35	193.95
7	10 cubic yards		
8	— First container	216.70	348.70
9	— Each additional	191.70	323.70
10	20 cubic yards		
11	— First container	308.35	572.35
12	— Each additional	283.35	547.35))

D. The charges imposed by subsections A1 through A3 of this section inclusive shall not apply to dwelling units which elect to use detachable containers supplied either by the City's contractor or by the customer for the storage of garbage and rubbish. Application for detachable container service for a minimum period of six (6) months shall be made to the Director of Seattle Public Utilities on forms supplied by him/her, and collection of garbage and rubbish from such premises shall be made at such frequency as is necessary as determined by the Director of Seattle Public Utilities, but in no event less than once each week. The monthly charges for detachable container service for the container and frequency selected shall be in accordance with the rates set forth in Section 21.40.060.

E. The Director of Seattle Public Utilities may adjust the service level to a single-family residence to match the garbage and rubbish actually collected from the premises, or, for multifamily structures, to match the amount of garbage and rubbish reasonably anticipated from the dwelling units on the premises.

SMC 21.40.060 Residential detachable ((Detachable)) container rates and charges.

A. Uncompacted Rates. There is imposed upon residential premises that use detachable containers without mechanical compactors a monthly charge for garbage and rubbish



1 collection and disposal service in accordance with the following formula:

2
3 $(\$7.80 + \$15.50f + \$24.20fn + \$40.10fns + \$0.60d)$, where:

4
5 n = number of containers served;

6 f = number of pickups per week;

7 s = size of container in cubic yards; and

8 d = number of dwelling units
9

10 B. Compacted Rates. There is imposed upon residential premises that use detachable
11 containers with compactors a monthly charge for garbage and rubbish collection and
12 disposal service in accordance with the following formula:

13
14 $(\$7.80 + \$15.50f + \$24.20fn + \$97.85fns + \$0.60d)$ where:

15
16 n = number of containers served;

17 f = number of pickups per week; and

18 s = size of container in cubic yards; and

19 d = number of dwelling units.
20

21 C. Mixed-Use Building. The Director of Seattle Public Utilities will determine the
22 appropriate residential collection service level for a mixed-use building according to the
23 estimated amount of residential garbage or refuse generated and to be collected by the
24 City.
25

26 D. Charges for Lockable Containers. Customers using detachable containers (compacted or
27 noncompacted) may have a lock installed by the collection contractors. A fee of Fifty-
28 three Dollars and Forty Cents (\$53.40) will be assessed for installation of the lock.
29 Additional keys are Three Dollars and Sixty Cents (\$3.60) and an extra padlock is Eight
30 Dollars and Thirty Cents (\$8.30). Only customers who own their own containers may
31 install their own locks.
32

E. Residential Customers Receiving Special, Non-Routine Collection of Detachable Containers. The following charges shall apply:

	<u>Uncompacted</u>	<u>Compacted</u>
<u>Detachable Container Size</u>	<u>Service</u>	<u>Service</u>
<u>3/4 cubic yards</u>		
-First container	\$34.90	\$44.80
-Each additional	9.90	19.80
<u>1 cubic yard</u>		
-First container	37.20	50.40
-Each additional	12.20	25.40
<u>1.5 cubic yards</u>		
-First container	42.25	62.05
-Each additional	17.25	37.05
<u>2 cubic yards</u>		
-First container	53.84	80.25
-Each additional	28.84	55.25
<u>3 cubic yards</u>		
-First container	64.00	103.60
-Each additional	39.00	78.60
<u>4 cubic yards</u>		
-First container	74.20	127.00
-Each additional	49.20	102.00
<u>6 cubic yards</u>		
-First container	93.50	172.70
-Each additional	68.50	147.70
<u>8 cubic yards</u>		
-First container	113.35	218.95
-Each additional	88.35	193.95
<u>10 cubic yards</u>		
-First container	216.70	348.70
-Each additional	191.70	323.70



1	<u>20 cubic yards</u>		
2	<u>-First container</u>	<u>308.35</u>	<u>572.35</u>
3	<u>-Each additional</u>	<u>283.35</u>	<u>547.35</u>

4
5 Section 4. Effective April 1, 2001, Seattle Municipal Code Chapter 21.40, is
6 amended to include a new Section 21.40.070 as follows:

7
8 SMC 21.40.070 Commercial collection rates and charges.

9
10 A. Primary and Secondary Service Territories Established: The City hereby establishes two
11 (2) Primary Service Territories for commercial solid waste collection in the City,
12 bordered by Royal Brougham to 4th Avenue to Dearborn, Dearborn to I-5, I-5 to
13 Jackson, Jackson to Lake Washington. The City shall designate by ordinance one (1)
14 contract collector of commercial solid waste to be the provider of Primary Services in
15 each territory, and another collector to be the Secondary Service provider. Rates and
16 charges for services provided by a Primary Service Provider and a Secondary Service
17 Provider shall be according the schedules in Subsection B.

18
19 B. Primary and Secondary Service Rates and Charges: There is imposed upon all
20 commercial establishments in the City of Seattle receiving container or drop service
21 from one of the City's contract collectors of commercial solid waste the following
22 schedule of rates and charges:

23
24 1. Container Service Rates: The following charges shall apply to commercial
25 establishments receiving Primary Container Service. Customers receiving Secondary
26 Container Service shall pay 20% more than the corresponding rate for Primary Container
27 Service (the basic service charge including container rent and related taxes all multiplied
28 by 1.2).



Nick Pealy
 Commercial Rate Ordinance
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Non-Compacted Material

SERVICE TYPE	SIZE OR TYPE OF CONTAINER						
	Toter	90 Gal. Toter	1 Yd	1.5 Yd	2 Yd	3 Yd	4 Yd
<u>Permanent Account</u>							
<u>First Pickup</u>	\$ 5.95	\$ 7.05	\$ 15.70	\$ 22.35	\$ 27.25	\$ 38.15	\$ 49.20
<u>Ea. Add'l Pickup</u>	\$ 5.95	\$ 7.05	\$ 15.70	\$ 22.35	\$ 27.25	\$ 38.15	\$ 49.20
<u>Special Pickups</u>	\$ 7.45	\$ 8.30	\$ 23.75	\$ 29.70	\$ 35.30	\$ 46.65	\$ 57.95
<u>Monthly Rent</u>	\$ 1.75	\$ 1.75	\$ 4.65	\$ 6.80	\$ 8.75	\$ 10.85	\$ 12.40
<u>Flat Monthly Charge</u>	\$ 27.53	\$ 32.30	\$ 72.68	\$ 103.65	\$ 126.83	\$ 176.17	\$ 225.60
<u>Minimum Monthly Charge</u>	\$ 13.65	\$ 15.85	\$ 36.05	\$ 51.50	\$ 63.25	\$ 87.15	\$ 110.80
<u>Temporary Account</u>							
<u>Initial Delivery</u>			\$ 12.65	\$ 12.65	\$ 12.65	\$ 12.65	\$ 12.65
<u>Pickup Rate</u>			\$ 23.75	\$ 29.70	\$ 35.30	\$ 46.65	\$ 57.95
<u>Rent Per Calendar Day</u>			\$ 3.10	\$ 3.10	\$ 3.10	\$ 3.10	\$ 3.10

Container Service
Non-Compacted Material

SERVICE TYPE	SIZE OR TYPE OF CONTAINER			
	5 Yd	6 Yd	8 Yd	
<u>Permanent Account</u>				
<u>First Pickup</u>	\$ 60.40	\$ 67.35	\$ 85.35	
<u>Ea. Add'l Pickup</u>	\$ 60.40	\$ 67.35	\$ 85.35	
<u>Special Pickups</u>	\$ 67.35	\$ 76.60	\$ 95.60	
<u>Monthly Rent</u>	\$ 17.05	\$ 19.10	\$ 21.70	
<u>Flat Monthly Charge</u>	\$ 278.78	\$ 310.95	\$ 391.55	
<u>Minimum Monthly Charge</u>	\$ 137.85	\$ 153.80	\$ 192.40	
<u>Temporary Account</u>				
<u>Initial Delivery</u>	\$ 12.65	\$ 12.65	\$ 12.65	
<u>Pickup Rate</u>	\$ 67.35	\$ 76.60	\$ 95.60	
<u>Rent Per Calendar Day</u>	\$ 3.10	\$ 3.10	\$ 3.10	

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Container Service
Compacted Material, 1 to 2 Ratio

SERVICE TYPE	SIZE OR TYPE OF CONTAINER					
	1 Yd	2 Yd	3 Yd	4 Yd	5 Yd	6 Yd
<u>Permanent Account</u>						
<u>First Pickup</u>	\$ 31.60	\$ 48.95	\$ 71.25	\$ 93.45	\$ 115.65	\$ 138.05
<u>Ea. Add'l Pickup</u>	\$ 31.60	\$ 48.95	\$ 71.25	\$ 93.45	\$ 115.65	\$ 138.05
<u>Special Pickups</u>	\$ 40.10	\$ 57.20	\$ 80.00	\$ 102.45	\$ 124.00	\$ 147.55
<u>Monthly Rent</u>	\$ 14.45	\$ 28.90	\$ 32.00	\$ 36.10	\$ 39.20	\$ 43.25
<u>Flat Monthly Charge</u>	\$ 151.38	\$ 241.02	\$ 340.75	\$ 441.05	\$ 540.35	\$ 641.47
<u>Minimum Monthly Charge</u>	\$ 77.65	\$ 126.80	\$ 174.50	\$ 223.00	\$ 270.50	\$ 319.35

Container Service
Compacted Material, 1 to 5 Ratio

SERVICE TYPE	SIZE OR TYPE OF CONTAINER					
	1 Yd	2 Yd	3 Yd	4 Yd	5 Yd	6 Yd
<u>Permanent Account</u>						
<u>First Pickup</u>	\$ 45.30	\$ 76.80	\$ 109.70	\$ 142.60	\$ 177.50	\$ 216.75
<u>Ea. Add'l Pickup</u>	\$ 45.30	\$ 76.80	\$ 109.70	\$ 142.60	\$ 177.50	\$ 216.75
<u>Special Pickups</u>	\$ 50.80	\$ 82.55	\$ 115.70	\$ 148.85	\$ 183.50	\$ 223.50
<u>Monthly Rent</u>	\$ 15.60	\$ 31.25	\$ 33.05	\$ 39.05	\$ 42.50	\$ 46.85
<u>Flat Monthly Charge</u>	\$ 211.90	\$ 364.05	\$ 508.42	\$ 656.98	\$ 811.67	\$ 986.10
<u>Minimum Monthly Charge</u>	\$ 106.20	\$ 184.85	\$ 252.45	\$ 324.25	\$ 397.50	\$ 480.35

2. Drop Box Service Rates: The following charges shall apply to commercial establishments receiving Primary Drop Box Service. Customers receiving Secondary Drop Box Service shall pay 15% more than the corresponding rate for Primary Drop Box Service (the basic service charge including container rent and related taxes all multiplied by 1.15).

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Nick Pealy
 Commercial Rate Ordinance
 1/23/01
 V #6

Drop Box Service
Non-Compacted Material

<u>SERVICE TYPE</u>	<u>SIZE OR TYPE OF CONTAINER</u>						
	3 Yd	6 Yd	8 Yd	10 Yd	12 Yd	15 Yd	16 Yd
<u>Permanent Account</u>							
<u>First Pickup</u>	\$ 61.90	\$ 61.90	\$ 61.90	\$ 83.00	\$ 83.00	\$ 83.00	\$ 83.00
<u>Ea. Add'l Pickup</u>	\$ 61.90	\$ 61.90	\$ 61.90	\$ 83.00	\$ 83.00	\$ 83.00	\$ 83.00
<u>Special Pickups</u>	\$ 71.75	\$ 71.75	\$ 71.75	\$ 91.55	\$ 91.55	\$ 91.55	\$ 91.55
<u>Monthly Rent</u>	\$ 12.80	\$ 24.55	\$ 26.65	\$ 28.80	\$ 32.00	\$ 35.20	\$ 37.70
<u>Flat Monthly Charge</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Minimum Monthly Charge</u>	\$ 74.70	\$ 86.45	\$ 88.55	\$ 111.80	\$ 115.00	\$ 118.20	\$ 120.70
<u>Temporary Account</u>							
<u>Initial Delivery</u>			\$ 19.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
<u>Pickup Rate</u>			\$ 71.75	\$ 91.55	\$ 91.55	\$ 91.55	\$ 91.55
<u>Rent Per Calendar Day</u>			\$ 3.20	\$ 3.20	\$ 3.20	\$ 3.20	\$ 4.25

Drop Box Service
Non-Compacted Material

<u>SERVICE TYPE</u>	<u>SIZE OR TYPE OF CONTAINER</u>						
	5 Yd	6 Yd	8 Yd				
<u>Permanent Account</u>							
<u>First Pickup</u>	\$ 83.00	\$ 83.00	\$ 83.00				
<u>Ea. Add'l Pickup</u>	\$ 83.00	\$ 83.00	\$ 83.00				
<u>Special Pickups</u>	\$ 91.55	\$ 91.55	\$ 91.55				
<u>Monthly Rent</u>	\$ 40.50	\$ 51.20	\$ 61.85				
<u>Flat Monthly Charge</u>	\$ -	\$ -	\$ -				
<u>Minimum Monthly Charge</u>	\$ 123.50	\$ 134.20	\$ 144.85				
<u>Temporary Account</u>							
<u>Initial Delivery</u>	\$ 30.00	\$ 30.00	\$ 30.00				
<u>Pickup Rate</u>	\$ 91.55	\$ 91.55	\$ 91.55				
<u>Rent Per Calendar Day</u>	\$ 4.25	\$ 4.25	\$ 5.35				

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Drop Box Service
Compacted Material

SERVICE TYPE	SIZE OR TYPE OF CONTAINER					
	10 Yd	15 Yd	20 Yd	25 Yd	30 yd	40 yd
<u>Permanent Account</u>						
<u>First Pickup</u>	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75
<u>Ea. Add'l Pickup</u>	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75
<u>Special Pickups</u>	\$ 138.45	\$ 138.45	\$ 138.45	\$ 138.45	\$ 138.45	\$ 138.45
<u>Monthly Rent</u>						
<u>Flat Monthly Charge</u>						
<u>Minimum Monthly Charge</u>	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75
<u>Temporary Account</u>						
<u>Initial Delivery</u>						
<u>Pickup Rate</u>						
<u>Rent Per Calendar Day</u>						

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3. A&E (Ancillary and Elective) Service Charges: The following charges shall apply to commercial establishments receiving any of the A&E (Ancillary and Elective Services) listed in the table below. Customers receiving Secondary Container Service shall pay 20% more than for A&E Services than Primary Container Service customers (the applicable A&E service charge(s) multiplied by 1.2). Customers receiving Secondary Drop Box Service shall pay 15% more than for A&E Services than Primary Drop Box Service customers (the applicable A&E service charge(s) multiplied by 1.15).

A&E Service Charges	
Type of Service	Charge to Customer
<u>Deliveries</u>	
<u>Toter Initial Delivery - Permanent</u>	\$11.40
<u>Container Initial Delivery - Temporary 1-8 CY</u>	\$13.40
<u>Container Initial Delivery - Permanent 1-8 CY</u>	\$13.40
<u>Drop Box Initial Delivery - Temporary 3-8 CY</u>	\$19.00
<u>Drop Box Initial Delivery - Permanent 3-8 CY</u>	\$19.00
<u>Drop Box Initial Delivery - Temporary 10-40 CY</u>	\$30.00
<u>Drop Box Initial Delivery - Permanent 10-40 CY</u>	\$30.00
<u>Pickup Ancillary Services</u>	
<u>Temporary Pickup</u>	\$13.50



<u>Oversize</u>	<u>\$3.25</u>
<u>Return Trip - Can</u>	<u>\$4.25</u>
<u>Return Trip - Container or Drop Box</u>	<u>\$9.00</u>
Container , Drop Box, and Compactor Special Services	
<u>Pickup/redelivery up to 8 CY</u>	<u>\$13.50</u>
<u>Pickup/redelivery over 8 CY</u>	<u>\$30.00</u>
<u>Washing and Steam Cleaning, per CY</u>	<u>\$2.00</u>
<u>Washing and Steam Cleaning, minimum payment</u>	<u>\$15.00</u>
<u>Sanitizing Containers, per CY</u>	<u>\$0.90</u>
<u>Sanitizing Containers, minimum payment</u>	<u>\$10.00</u>
<u>Compactor Disconnect/Reconnect Cycle</u>	<u>\$20.00</u>
<u>Drop Box Compactor Turnaround</u>	<u>\$15.90</u>
<u>Drop Box Solid Lid Monthly Provision</u>	<u>\$11.80</u>
<u>Overtime Service, Hourly Premium</u>	<u>\$34.50</u>

1
 2 4. Disposal Fee for MSW Drop Box Service

3 Disposal fees for MSW Drop Box service shall be assessed on each MSW Drop Box load at
 4 the rate of \$77.87 per ton, measured on a per tip basis rounded to the next highest 1/100 ton.

5
 6 5. Application of Taxes and Local Hazardous Waste Plan Fee

7 The following taxes and fees shall be added to the collection and disposal charges set forth
 8 in this section:

- 9 a. Household Hazardous Waste Collection Fees, corresponding to the fees currently
 10 contained in Seattle Municipal Code § 21.44.060D;
 11 b. Seattle Solid Waste Collection Taxes contained in Seattle Municipal Code,
 12 §5.48.055;
 13 c. State Solid Waste Collection Taxes, and
 14 d. Retail Sales Tax levies on container rental charges.



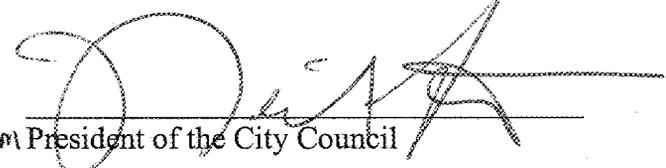
6. Payment of charges – Delinquency and Lien.

A. Collection and disposal charges shall be against the premises served and when such charges have not been paid within ninety (90) days after billing, service shall be discontinued and the charges shall constitute a lien against the premises served. Notice of the City's lien specifying the amount due, the period covered and giving the legal description of the premises sought to be charged may be filed with the County Auditor within the time required and may be foreclosed in the manner and within the time prescribed for liens for labor and material, as authorized by RCW 35.21.140.

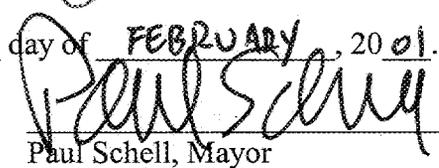
B. Penalty interest at the rate of twelve (12) percent per year, computed monthly, shall be added to collection and disposal charges that become delinquent. Penalty interest shall be imposed on all such charges that remain unpaid thirty (30) days after their bill date and shall continue until such charges are paid.

Section 5. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

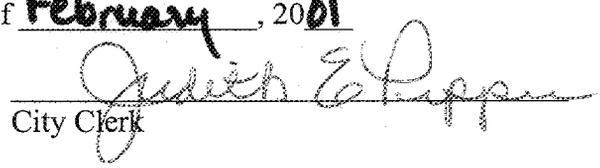
Passed by the City Council the 29th day of January, 2001, and signed by me in open session in authentication of its passage this 29th day of January, 2001.


Pro Tem President of the City Council

Approved by me this 5th day of FEBRUARY, 2001.


Paul Schell, Mayor

Filed by me this 5th day of February, 2001


City Clerk

(SEAL)



ORDINANCE _____

1
2
3
4 AN ORDINANCE relating to the solid waste system of Seattle Public Utilities; establishing
5 definitions, rates and charges for the collection and disposal of municipal solid waste
6 (MSW) from commercial establishments in the city of Seattle; establishing
7 definitions, rates and charges for the collection of construction, demolition and
8 landclearing waste (CDL) in the city of Seattle; and amending Seattle Municipal
9 Code Chapters 21.36 and 21.40 in connection therewith.

10
11 WHEREAS, the City of Seattle, Seattle Public Utilities, has chosen to exercise its authority
12 under Washington State Law to contract for the collection of commercial MSW and
13 CDL in the city of Seattle effective April 1, 2001; and
14

15 WHEREAS, the City of Seattle, Seattle Public Utilities, has entered into contracts with
16 Rabanco, Ltd. and Waste Management of Washington, Inc. for the collection of
17 commercial MSW and CDL in the city of Seattle, effective April 1, 2001; and
18

19 WHEREAS, under the terms of the contracts with Rabanco, Ltd. and Waste Management of
20 Washington, Inc. the City of Seattle will assume sole authority and responsibility for
21 setting rates and charges for the collection and disposal of commercial MSW and the
22 collection of CDL in the city of Seattle; and
23

24 WHEREAS, the City of Seattle has developed a schedule of rates and charges that will
25 reduce commercial MSW container service rates to their 1994 levels and maintain
26 drop box service rates at their 1996 levels; and
27

28 WHEREAS, the City of Seattle wishes to implement its new schedule of rates and charges
29 for commercial garbage collection effective April 1, 2001; **NOW THEREFORE,**
30

31 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

32

33 Section 1. Effective April 1, 2001, Seattle Municipal Code Chapter 21.36, Sections
34 21.36.010, 21.36.012, 21.36.014, and 21.36.016 are amended as follows:
35

36 SMC 21.36.010 Definitions A -- B.
37

38 1. "Abandoned landfill" means a solid waste landfill disposal site which was completed
39 prior to the requirement to obtain a closure permit.
40



1 2. "Alley" means a public or private way which is intended to provide or which provides a
2 roadway for vehicular and pedestrian access to abutting properties and is generally located
3 to the rear or side of those properties.

4
5 3. "A&E Services" means ancillary and elective services associated with collection of
6 commercial solid waste and construction, demolition and landclearing waste.

7
8 4. ((3-)) "Apartment hotel" means a building providing accommodations for transient
9 guests in which at least fifty (50) percent of the gross habitable floor area is used by
10 permanent residents.

11
12 5. ((4-)) "Apartment house" means a building or portion thereof containing five (5) or
13 more dwelling units.

14
15 6. ((5-)) "Asbestos" means the asbestiform varieties of serpentine (chrysotile), riebeckite
16 (crocidolite), cummingtonite-grunerite, anthophyllite and actinolite-tremolite.

17
18 7. ((6-)) "Asbestos material" means any material containing at least one (1) percent
19 asbestos as determined by polarized light microscopy using the Interim Method of the
20 Determination of Asbestos in Bulk Insulation Samples contained in Appendix A of Subpart
21 F in 40 C.F.R. Part 763, unless it can be demonstrated that the material does not release
22 asbestos fibers when crumbled, pulverized or otherwise disturbed.

23
24 8. ((7-)) "Asbestos-containing waste material" means any waste that contains asbestos.
25 This term includes asbestos waste from control devices, contaminated clothing, asbestos
26 waste material, materials used to enclose the work area during an asbestos project, and bags
27 or containers that previously contained asbestos.

28
29 9. ((8-)) "Boarding or rooming house" means a building other than a hotel, where meals
30 and room, or rooms only, are provided for compensation for nine (9) or more nontransient
31 persons.
32



1 10. "Bulky Waste" means cartons, boxes, crates, etc., or other MSW materials set out for
2 disposal as overflow to a customer's regular Can, Cart or Detachable collection service.

3
4 11. ((9-)) "Bundle" means one (1) box or carton empty or filled with solid waste, one (1)
5 bag filled with solid waste, or bundle of solid waste, securely bundled so that none of the
6 material blows about and so it is not easily broken apart and which is of such size that the
7 longest dimension does not exceed three (3) feet, the volume does not exceed six (6) cubic
8 feet and the total weight does not exceed sixty (60) pounds, and is in good condition for
9 handling at the time of collection. The box, bag, or carton, if present, must be disposable.

10
11 12. ((10-)) "Bundle-of-yardwaste" means "yardwaste" defined in Section 21.36.016 that is
12 placed in a container or securely tied so that none of the material blows away or falls out
13 upon lifting and so that it is not easily broken apart. Its longest dimension may not exceed
14 four (4) feet in length; its diameter may not be over two (2) feet; and its weight may not
15 exceed sixty (60) pounds.

16
17 SMC 21.36.012 Definitions C -- E.

18
19 1. "Can" means a watertight, galvanized, sheet metal or plastic container not exceeding 32
20 gallons in capacity, fitted with at least one sturdy handle and a tight cover equipped with a
21 handle, except in the case of sunken cans, such Can to be rodent and insect proof and to be
22 kept in a sanitary condition at all times. Alternate containers such as bags, boxes and bundles
23 may be used in place of Cans for materials in excess of the customer's primary container. A
24 Can or alternate container shall not exceed 60 pounds for each 32 gallons of nominal
25 capacity.

26
27 2. "Can-Unit Pickup" means a pickup of a group of Cans made of durable corrosion --
28 resistant, nonabsorbent material, watertight, with a close-fitting cover and two handles. Size
29 to exceed twenty gallons, but not to exceed thirty-two gallons or four cubic feet.

30
31 3. "Cart" (also at times referred to as "toter" or "wheeled container") means a plastic
32 container, not greater than one-half (1/2) cubic yard in capacity and equipped with wheels.

1 handles and a tight-fitting cover. Wheeled Containers means containers capable of being
2 mechanically unloaded into the Contractor's collection vehicles.

3
4 4. ~~((1-))~~ "City" means The City of Seattle.

5
6 5. ~~((2-))~~ "City's Waste" means all residential and nonresidential solid waste generated
7 within the City, excluding Unacceptable Waste, Special Waste, Construction, Demolition
8 and Landclearing Waste, and materials destined for recycling. City's Waste includes all such
9 waste, regardless of which private or public entity collects or transports the waste. City's
10 Waste includes all waste remaining after recycling.

11
12 6. ~~((3-))~~ "Clean wood waste" means and will consist of wood pieces generated as
13 byproducts from manufacturing of wood products, hauling and storing of raw materials, tree
14 limbs greater than four (4) inches in diameter and wood demolition waste (lumber, plywood,
15 etc.) thrown away in the course of remodeling or construction, and waste approved for
16 wood-waste recycling by the Director of the Seattle Public Utilities. It excludes clean
17 yardwaste, treated lumber, wood pieces, or particles containing chemical preservatives,
18 composition roofing, roofing paper, insulation, sheetrock, and glass.

19
20 7. "Commercial Establishment" means any non-Residential location from which the Solid
21 Waste is collected by the Contractor, and includes the non-residential portion of Mixed Use
22 Buildings.

23
24 8. "Commercial Waste" means MSW and CDL collected from Commercial Establishments
25 within the City.

26
27 9. "Compacted Material" means material which has been compressed by any mechanical
28 device either before or after it is placed in the receptacle handled by the collector.

29
30 10. "Compactor Disconnect/Reconnect Cycle" means the service of disconnecting a
31 compactor from a Drop Box or Container prior to taking it to be dumped and then

1 reconnecting the compactor when the Drop Box or Container is returned to the customer's
2 site.

3
4 11. "Compostable Waste" means any organic waste materials that are source separated for
5 processing or composting, such as Yard Waste and Food Waste.

6
7 12. ((4-)) "Composting" means the controlled degradation of organic waste yielding a
8 product for use as a soil conditioner.

9
10 13. ((5-)) "Construction, Demolition and Landclearing Waste" or "CDL Waste" means
11 waste comprised primarily of the following materials:

12
13 a. Construction Waste: waste from building construction such as scraps of wood, concrete,
14 masonry, roofing, siding, structural metal, wire, fiberglass insulation, other building
15 materials, plastics, styrofoam, twine, baling and strapping materials, cans and buckets, and
16 other packaging materials and containers.

17
18 b. Demolition Waste: solid waste, largely inert waste, resulting from the demolition or
19 razing of buildings, roads and other man-made structures. Demolition Waste consists of, but
20 is not limited to, concrete, brick, bituminous concrete, wood and masonry, composition
21 roofing and roofing paper, steel, and minor amounts of metals like copper. Plaster (i.e., sheet
22 rock or plasterboard) or any other material, other than wood, that is likely to produce gases
23 or leachate during its decomposition process and asbestos wastes are not considered to be
24 Demolition Waste.

25
26 c. Landclearing Waste: natural vegetation and minerals from clearing and grubbing land
27 for development, such as stumps, brush, blackberry vines, tree branches, tree bark, mud, dirt,
28 sod and rocks.

29
30 14. "Container Collection" means collection of Commercial Waste from Cans, Carts, and
31 Detachable Containers.

1
2 15. ~~((6-))~~ "Contaminated Soils" means soils removed during the cleanup of a remedial
3 action site, or a dangerous waste site closure or other cleanup efforts and actions which
4 contain harmful substances but are not designated dangerous wastes. Contaminated Soils
5 may include excavated soils surrounding underground storage tanks, vector wastes (street
6 and sewer cleanings), and soil excavated from property underlying industrial activities.

7
8 16. ~~((7-))~~ "Contractor" means those contracting with the City to collect and dispose of
9 solid waste as described in this section, or the authorized representative of such contractors.

10
11 17. ~~((8-))~~ "Dangerous waste" means those solid wastes designated in WAC 173-303-070
12 through WAC 173-303-103 as dangerous or extremely hazardous waste.

13
14 18. ~~((9-))~~ "Detachable container" means a watertight, all-metal container, not less than
15 one-half (1/2) cubic yard in capacity and equipped with a tight-fitting metal or other City-
16 approved cover. The term shall also apply to containers of other material of similar size
17 when approved by the Director of Seattle Public Utilities. Containers two (2) cubic yards
18 and under shall be equipped with at least three (3) wheels.

19
20 19. ~~((10-))~~ "Director of Seattle Public Utilities" means the Director of Seattle Public Utilities
21 of The City of Seattle and authorized employees.

22
23 20. ~~((11-))~~ "Disposal site" means the areas or facilities where any final treatment, utilization,
24 processing or deposition of solid waste occurs. See also the definition of interim solid waste
25 handling site.

26
27 21. "Drop Box" (also at times referred to as "rolloff" or "lugger" or "dino") means a metal
28 container, with 3-40-cubic-yard-capacity capable of being mechanically loaded onto a
29 collection vehicle for transport to a Disposal Facility.

30
31 22. "Dumpster" means the same as "Detachable Container."
32

1 23. ~~((12-))~~ "Dwelling unit" in addition to its ordinary meaning includes a room or suite of
2 rooms used as a residence and which has cooking facilities therein, but does not include
3 house trailers in trailer courts, rooms in hotels or motels, or cells or rooms in jails or
4 government detention centers.

5
6 24. ~~((13-))~~ "Energy recovery" means a process operating under federal and state
7 environmental laws and regulations for converting solid waste into usable energy and for
8 reducing the volume of solid waste.

9
10 SMC 21.36.014 Definitions F -- P.

11
12 1. "Fraternity, sorority or group student house" means a building occupied by and
13 maintained exclusively for students affiliated with an academic or professional college or
14 university or other recognized institution of higher learning, which is regulated by such
15 institution.

16
17 2. "Garbage" means all discarded putrescible waste matter, including small dead animals
18 weighing not over fifteen (15) pounds, but not including sewage or sewage sludge or human
19 or animal excrement or yardwaste.

20
21 3. "Garbage can" means the same thing as "Can." ~~((a watertight container not exceeding
22 thirty two (32) gallons in capacity, weighing not over twenty six (26) pounds when empty
23 and without cover, fitted with two (2) sturdy handles one (1) on each side and a tight cover,
24 except in the case of sunken cans.))~~ The term shall also apply to containers of similar size
25 and weight when approved by the Director of Seattle Public Utilities.

26
27 4. "Garbage container" means either:

28
29 a. A garbage can; or
30



1 b. A micro-can, mini-can, or thirty-two (32), sixty (60) to sixty-five (65) gallon cart, or
2 ninety (90) to ninety-six (96) gallon cart supplied by the City or collector and approved by
3 the Director of Seattle Public Utilities for use under the solid waste collection contract.
4

5 5. "Hazardous substances" means any liquid, solid, gas or sludge, including any material,
6 substance, product, commodity or waste, regardless of quantity, that exhibits any of the
7 physical, chemical or biological properties described in WAC 173-303-090, 173-303-101,
8 173-303-102 or 173-303-103.
9

10 6. "Health Officer" means the Director of the Seattle-King County Department of Public
11 Health or his/her designated representative.
12

13 7. "Household hazardous wastes" means any discarded liquid, solid, contained gas, or
14 sludge, including any material, substance, product, commodity or waste used or generated in
15 the household, regardless of quantity, that exhibits any of the characteristics or criteria of
16 dangerous waste set forth in Chapter 173.303 WAC.
17

18 8. "Incineration" means a process of reducing the volume of solid waste operating under
19 federal and state environmental laws and regulations by use of an enclosed device using
20 controlled flame combustion.
21

22 9. "Interim solid waste handling site" means any interim treatment, utilization or
23 processing site engaged in solid waste handling which is not the final site of disposal.
24 Transfer stations, drop boxes, baling and compaction sites, source separation centers, and
25 treatment are considered interim solid waste handling sites.
26

27 10. "Litter" means solid waste such as, but not limited to, disposable packages and
28 containers dropped, discarded or otherwise disposed of upon any property.
29

30 11. "Micro-can" means a twelve (12) gallon container that is supplied by the City, made of
31 galvanized metal or plastic, and meets the approval of the Director of Seattle Public
32 Utilities.

1
2 12. "Mini-can" means a fifteen (15) to twenty (20) gallon container that is supplied by the
3 contractor, made of galvanized metal or plastic, and meets the approval of the Director of
4 Seattle Public Utilities.

5
6 13. "Mixed-use building" means a building with both residential and commercial solid waste
7 with common garbage chute(s), and/or the residential and commercial solid waste generated
8 in such building cannot be readily separated.

9
10 14. "MSW" means Solid Waste excluding Special Wastes, Unacceptable Wastes, Recyclable
11 Materials, Compostable Wastes and CDL.

12
13 15. "Overloaded" means a Toter or Container whose contents exceed one foot above the top
14 of the Toter or Container.

15
16 16. ((14-)) "Passenger vehicle" means any motor vehicle with a passenger car license plate.

17
18 17. "Permanent Service" means service provided for a period of more than ninety days.

19
20 18. ((15-)) "Person" means any governmental entity, or any public or private corporation,
21 partnership or other form of association, as well as any individual.

22
23 19. ((16-)) "Planting strip" means that part of a street right-of-way between the abutting
24 property line and the curb or traveled portion of the street, exclusive of any sidewalk.

25
26 20. "Primary Collection Area" means for each contractor that area of the City within which
27 that contractor has been designated the exclusive provider of commercial MSW collection
28 services, except in special cases where individual customers have requested, and been
29 granted by the City, the right to receive such services by the City's other commercial MSW
30 collection contractor.

31



1 21. "Private Transfer Stations" means the transfer station owned and operated by Waste
2 Management of Seattle at 7155 West Marginal Way S.W., the transfer station owned and
3 operated by Rabanco at 3rd Avenue South and Lander Street, and such other transfer
4 stations or facilities that a private entity may operate at present and in the future for handling
5 the City's Waste.

6
7 22. ((17-)) "Public place" means and includes streets, avenues, ways, boulevards, drives,
8 places, alleys, sidewalks and planting (parking) strips, squares, triangles, and rights-of-way,
9 whether open to the use of the public or not, and the space above or beneath the surface of
10 the same.

11
12 23. Public Transfer Stations means the City's South Transfer Station at 2nd Ave. South and
13 South Kenyon, the North Transfer Station at North 34th Street and Carr Place North, and
14 such other transfer stations that the City may operate in the future for handling the City's
15 Waste.

16
17 SMC 21.36.016 Definitions R-- Z.

18
19 1. "Recyclable materials" means those solid wastes that are separated for recycling or
20 reuse, such as papers, metals and glass, that are identified as recyclable material pursuant to
21 The City of Seattle's Comprehensive Solid Waste Plan.

22
23 2. "Recycling" or "Recycle" means transforming or re-manufacturing waste materials into
24 usable or marketable materials for use other than incineration (including incineration for
25 energy recovery) or other methods of disposal.

26
27 3. "Refuse" means either garbage or rubbish or both garbage and rubbish, and includes
28 litter, but excludes yardwaste.

29
30 4. "Residence" or "Residential" means any house, dwelling, multiunit residence, apartment
31 house, trailer court or any building put to residential use. The term does not include Mixed
32 Use Buildings

1
2 5. "Roll-off Collection" means the collection of Commercial Waste by means of a Drop
3 Box.

4
5 6. ((4-)) "Rubbish" means all discarded nonputrescible waste matter excluding yardwaste.

6
7 7. ((5-)) "Scavenging" means removal of material at a disposal site or interim solid waste
8 handling site without the approval of the site owner or operator or of the Health Officer.

9
10 8. "Secondary Collection Area" means for each contractor that area of the City within
11 which the City's other commercial MSW collection contractor is the designated primary
12 MSW collection service provider, and in which the contractor may provide such services
13 only to individual customers who have requested, and been granted by the City, the right to
14 receive such services from the contractor.

15
16 9. ((6-)) "Service unit" means a "garbage container."

17
18 10. ((7-)) "Small quantity generator hazardous waste" means any discarded liquid, solid,
19 contained gas, or sludge, including any material, substance, product, commodity or waste
20 used or generated by businesses, that exhibits any of the characteristics or criteria of
21 dangerous waste set forth in Chapter 173.303 WAC, but which is exempt from regulation as
22 dangerous waste.

23
24 11. ((8-)) "Solid waste" means all putrescible and nonputrescible solid and semisolid
25 wastes, including but not limited to garbage, rubbish, yardwaste, ashes, industrial wastes,
26 infectious wastes, swill, demolition and construction wastes, abandoned vehicles or parts
27 thereof, and recyclable materials. This includes all liquid, solid and semisolid materials
28 which are not the primary products of public, private, industrial, commercial, mining and
29 agricultural operations. Solid waste includes, but is not limited to sludge from wastewater
30 treatment plants, seepage from septic tanks, wood waste, dangerous waste, and problem
31 wastes ((-)), as well as other materials and substances that may in the future be included in

1 the definition of "solid waste" in RCW 70.95.030. Solid Waste does not include Recyclable
2 Materials (including Compostable Waste) collected from Commercial Establishments.

3
4 12. ((9-)) "Solid waste container" means a garbage container, detachable container, or any
5 other secure, rigid, watertight container with a tight-fitting lid.

6
7 13. ((10-)) "Special category wastes" means wastes whose disposal is limited by certain
8 restrictions and limitations, as identified in Section 21.36.029.

9
10 14. "Special Pickup" means a pickup requested by the customer at a time other than the
11 regularly scheduled pickup time, but which does not involve the dispatch of a truck.

12
13 15. ((11-)) "Special Waste" means contaminated soils, asbestos and other waste specified by
14 Washington Waste Systems in the Special Waste Management Plan included in the
15 Operations Plan as requiring special handling or disposal procedures.

16
17 16. ((12-)) "Street" means a public or private way, other than alleys, used for public travel.

18
19 17. "Street Side Litter Collection" means collection of MSW from City-supplied containers
20 located on public right-of-way.

21
22 18. ((13-)) "Sunken can" means a garbage can which is in a sunken covered receptacle
23 specifically designed to contain garbage cans and where the top of the garbage can is
24 approximately at the ground level.

25
26 19. "Temporary Service" means service that is required for a period of ninety days or less in
27 conjunction with Containers or Drop Boxes. Temporary Service and its associated rates are
28 not to be used for the first ninety days of service when the customer requests, and the
29 Contractor provides, service for more than ninety days.

30
31 20. "Toter" means the same as "Cart."
32

1 21. ((+4-)) "Unacceptable Waste" means all waste not authorized for disposal at the
2 Columbia Ridge Landfill and Recycling Center or successor site designated by the City, by
3 those governmental entities having jurisdiction or any waste the disposal of which would
4 constitute a violation of any governmental requirement pertaining to the environment, health
5 or safety. Unacceptable Waste includes any waste that is now or hereafter defined by
6 federal law or by the disposal jurisdiction as radioactive, dangerous, hazardous or extremely
7 hazardous waste and vehicle tires in excess of those permitted to be disposed of by the laws
8 of the disposal jurisdiction.

9
10 22. "WUTC" means the Washington Utilities and Transportation Commission of the State
11 of Washington.

12
13 23. ((+5-)) "Yardwaste" means plant material (leaves, grass clippings, branches, brush,
14 flowers, roots, wood waste, etc.); debris commonly thrown away in the course of
15 maintaining yards and gardens, including sod and rocks not over four (4) inches in diameter;
16 and biodegradable waste approved for the yardwaste programs by the Director of the Seattle
17 Public Utilities. It excludes loose soils, food waste; plastics and synthetic fibers; lumber; any
18 wood or tree limbs over four (4) inches in diameter; human or animal excrement; and soil
19 contaminated with hazardous substances.

20
21 Section 2. Effective April 1, 2001, Seattle Municipal Code Chapter 21.40, is
22 amended to eliminate Section 21.40.040 as follows:

23
24 ~~((SMC 21.40.040 Fixing of rates and charges.~~

25
26 ~~The City fixes rates and charges as provided in Section 21.40.050 for the collection and~~
27 ~~disposal of garbage and rubbish as defined by Ordinance 86373 (Note 1) from the residences~~
28 ~~other dwelling units referred to in Section 21.40.050.))~~

29
30 Section 3. Effective April 1, 2001, Seattle Municipal Code Chapter 21.40, Sections
31 21.40.050 and 21.40.060, are amended as follows:

SMC 21.40.050 Residential can rates ((Collection rates)) and charges.

A. There is imposed upon all residences and other dwelling units within the City a charge for garbage and rubbish collection and disposal service in accordance with the following schedule, and the amounts stated below shall be charged for optional services:

1. All residences with curbside/alley garbage container pickup: a charge per month or portion thereof, for each dwelling unit for once-a-week service, billed directly to the owner or occupant thereof as follows:

Service Units	Rates per Service Unit
Micro-can	\$10.05
Mini-can	12.35
Garbage Can	16.10
60 to 65 Gallon Cart	32.20
90 to 96 Gallon Cart	48.30

2. All residences with backyard garbage container pickup: a charge per month or portion thereof, for each dwelling unit for once-a-week service, billed directly to the owner or occupant as follows:

Service Units	Rates per Service Unit
Garbage Can	\$22.50
60 to 65 Gallon Cart	45.00
90 to 96 Gallon Cart	67.50

3. Minimum Charge, No Pickup Service. A charge per month or portion thereof, for each dwelling unit, including single-family dwellings not being used as residences, billed directly to the owner or occupant of Six Dollars and Twenty-five Cents (\$6.25) to cover landfill closure costs, billing, collection, Low Income Rate Assistance, hazardous waste costs, and litter cleanup costs. To be eligible for the minimum charge (zero (0) container rate) a customer may not generate any garbage or rubbish for collection or disposal.



1 With occupied premises, the customer must demonstrate a consistent and effective
2 practice of selective purchasing to minimize refuse, of recycling materials whenever
3 practical, and of composting any yardwastes generated on the premises and the customer
4 must have qualified for the rate on or before December 31, 1988. A customer is not
5 eligible for the zero (0) container rate by hauling his or her garbage and rubbish to a
6 transfer station, disposal site, or by disposal in another customer's containers or by the
7 use of prepaid stickers. Vacant multifamily units do not qualify for the minimum charge.
8

9 4. Extra Bundles. A charge of Five Dollars and Fifty Cents (\$5.50) for a bundle. A customer
10 may place an extra bundle with its container for regular pickup. The charge will be
11 billed directly to the owner or occupant, unless a prepaid sticker is used. A prepaid
12 sticker authorizes pickup of the bundle when placed with the customer's container. The
13 sticker must be affixed to the bundle in order for the bundle to be picked up by the
14 collector, and the customer not to be billed.
15

16 5. Bulky and White Goods Pickup. A charge of Twenty Dollars (\$20.00) for each item plus
17 an additional charge of Five Dollars (\$5.00) per item for items containing hazardous
18 waste such as chloroflourocarbons (CFCs).
19

20 6. Curbside/Alley Yardwaste.
21

22 a. A charge per month or portion thereof for each dwelling unit, billed directly to the owner
23 or occupant, of Four Dollars and Twenty-five Cents (\$4.25. To receive this service, a
24 customer must be signed up with the Seattle Public Utilities for a minimum of twelve
25 (12) months' service and place his or her yardwaste at the curbside/alley for collection on
26 the scheduled date. The maximum allowed to any customer is five (5) bundles of
27 yardwaste per week per subscription.
28

29 b. Beginning April 1, 2000, a charge per month or portion thereof for each dwelling unit,
30 billed directly to the owner or occupant, of Four Dollars and Twenty-five Cents (\$4.25)
31 for up to four (4) bundles-of-yardwaste per collection plus an additional charge of One
32 Dollar and Fifty Cents (\$1.50) for each extra bundle-of-yardwaste beyond four (4) per

1 collection. To receive this service, a customer must be signed up with the Seattle Public
2 Utilities for a minimum of twelve (12) months' service and place his or her yardwaste at
3 the curbside/alley for collection on the scheduled date.

4
5 7. Providing, Exchanging and Replacing Containers. There will be a charge of Nineteen
6 Dollars (\$19.00) per container to customers on curbside/alley service for providing a
7 container or exchanging or replacing lost, stolen or damaged collector-supplied
8 containers with the same size or larger containers

9
10 8. New/Changed Account. A charge of Ten Dollars (\$10.00) for the establishment of a new
11 account or for each change in an existing account. This charge shall apply when the
12 owner or property manager of any single-family residence or multifamily structure
13 (duplex, triplex, four-plex, or structure with five (5) or more units) establishes a new
14 account or requests any change in his/her account requiring a change in account number
15 or customer number. The new/changed account charge is not applicable to customers
16 qualified for Low Income Rate Assistance.

17
18 9. Physical Disability Exemption. An exemption will be provided to qualified residents to
19 allow for backyard collection at curbside rates when the resident is physically unable to
20 take his or her garbage and rubbish containers to the curb. Qualifying criteria shall
21 include, but are not limited to, the resident's physical condition, qualification for
22 backyard service in other City programs, a physician's recommendation, the presence of
23 other physically capable persons in the household, special topography and other unique
24 property conditions, taking into account the contractors' ability to provide different
25 combinations of container sizes to make curbside pickup feasible.

26
27 B. The City shall calculate the charge for each dwelling unit within apartment houses and
28 apartment hotels and for each resident within boarding, rooming, fraternity, sorority and
29 group student houses for two (2) times a week service, billed directly to the owner or
30 agent for the entire building, by doubling the applicable garbage container rates in
31 subsection A1 of this section and reducing this calculated amount by Three Dollars and
32 Sixty-five Cents (\$3.65) per unit to adjust for billing, collection, hazardous waste, and

litter cleanup costs that occur only once a month.

C. All ((~~Single Family and Multifamily~~)) Residential Customers Requesting and Receiving Non-Detachable Container Special, Nonroutine Collection Service for Garbage, Yardwaste, or Recyclable Materials. The following charges shall apply to special collections of ((:

1-)) all non – detachable containers, bundles or bundles-of-yardwaste: a per-pickup charge of Twenty Four Dollars (\$24.00) for first unit collected Two Dollars and Fifty Cents (\$2.50) for each additional unit.

((~~2. detachable containers:~~ _____

Detachable Container Size	Uncompacted Service	Compacted Service
3/4 cubic yards		
— First container	\$34.90	\$44.80
— Each additional	9.90	19.80
1 cubic yard		
— First container	37.20	50.40
— Each additional	12.20	25.40
1.5 cubic yards		
— First container	42.25	62.05
— Each additional	17.25	37.05
2 cubic yards		
— First container	53.84	80.25
— Each additional	28.84	55.25
3 cubic yards		
— First container	64.00	103.60
— Each additional	39.00	78.60
4 cubic yards		
— First container	74.20	127.00
— Each additional	49.20	102.00



1 ~~6 cubic yards~~

2 ~~First container 93.50 172.70~~

3 ~~Each additional 68.50 147.70~~

4 ~~8 cubic yards~~

5 ~~First container 113.35 218.95~~

6 ~~Each additional 88.35 193.95~~

7 ~~10 cubic yards~~

8 ~~First container 216.70 348.70~~

9 ~~Each additional 191.70 323.70~~

10 ~~20 cubic yards~~

11 ~~First container 308.35 572.35~~

12 ~~Each additional 283.35 547.35))~~

13
14 D. The charges imposed by subsections A1 through A3 of this section inclusive shall not
15 apply to dwelling units which elect to use detachable containers supplied either by the
16 City's contractor or by the customer for the storage of garbage and rubbish. Application
17 for detachable container service for a minimum period of six (6) months shall be made to
18 the Director of Seattle Public Utilities on forms supplied by him/her, and collection of
19 garbage and rubbish from such premises shall be made at such frequency as is necessary
20 as determined by the Director of Seattle Public Utilities, but in no event less than once
21 each week. The monthly charges for detachable container service for the container and
22 frequency selected shall be in accordance with the rates set forth in Section 21.40.060.

23
24 E. The Director of Seattle Public Utilities may adjust the service level to a single-family
25 residence to match the garbage and rubbish actually collected from the premises, or, for
26 multifamily structures, to match the amount of garbage and rubbish reasonably
27 anticipated from the dwelling units on the premises.

28
29 SMC 21.40.060 Residential detachable (~~Detachable~~) container rates and charges.

30
31 A. Uncompacted Rates. There is imposed upon residential premises that use detachable
32 containers without mechanical compactors a monthly charge for garbage and rubbish



1 collection and disposal service in accordance with the following formula:

2
3 $(\$7.80 + \$15.50f + \$24.20fn + \$40.10fns + \$0.60d)$, where:

4
5 n = number of containers served;

6 f = number of pickups per week;

7 s = size of container in cubic yards; and

8 d = number of dwelling units

9
10 B. **Compacted Rates.** There is imposed upon residential premises that use detachable
11 containers with compactors a monthly charge for garbage and rubbish collection and
12 disposal service in accordance with the following formula:

13
14 $(\$7.80 + \$15.50f + \$24.20fn + \$97.85fns + \$0.60d)$ where:

15
16 n = number of containers served;

17 f = number of pickups per week; and

18 s = size of container in cubic yards; and

19 d = number of dwelling units.

20
21 C. **Mixed-Use Building.** The Director of Seattle Public Utilities will determine the
22 appropriate residential collection service level for a mixed-use building according to the
23 estimated amount of residential garbage or refuse generated and to be collected by the
24 City.

25
26 D. **Charges for Lockable Containers.** Customers using detachable containers (compacted or
27 noncompacted) may have a lock installed by the collection contractors. A fee of Fifty-
28 three Dollars and Forty Cents (\$53.40) will be assessed for installation of the lock.
29 Additional keys are Three Dollars and Sixty Cents (\$3.60) and an extra padlock is Eight
30 Dollars and Thirty Cents (\$8.30). Only customers who own their own containers may
31 install their own locks.
32

E. Residential Customers Receiving Special, Non-Routine Collection of Detachable Containers. The following charges shall apply:

	<u>Uncompacted</u>	<u>Compacted</u>
<u>Detachable Container Size</u>	<u>Service</u>	<u>Service</u>
<u>3/4 cubic yards</u>		
-First container	\$34.90	\$44.80
-Each additional	9.90	19.80
<u>1 cubic yard</u>		
-First container	37.20	50.40
-Each additional	12.20	25.40
<u>1.5 cubic yards</u>		
-First container	42.25	62.05
-Each additional	17.25	37.05
<u>2 cubic yards</u>		
-First container	53.84	80.25
-Each additional	28.84	55.25
<u>3 cubic yards</u>		
-First container	64.00	103.60
-Each additional	39.00	78.60
<u>4 cubic yards</u>		
-First container	74.20	127.00
-Each additional	49.20	102.00
<u>6 cubic yards</u>		
-First container	93.50	172.70
-Each additional	68.50	147.70
<u>8 cubic yards</u>		
-First container	113.35	218.95
-Each additional	88.35	193.95
<u>10 cubic yards</u>		
-First container	216.70	348.70
-Each additional	191.70	323.70



1	<u>20 cubic yards</u>		
2	<u>-First container</u>	<u>308.35</u>	<u>572.35</u>
3	<u>-Each additional</u>	<u>283.35</u>	<u>547.35</u>

4
5 Section 4. Effective April 1, 2001, Seattle Municipal Code Chapter 21.40, is
6 amended to include a new Section 21.40.070 as follows:

7
8 SMC 21.40.070 Commercial collection rates and charges.

9
10 A. Primary and Secondary Service Territories Established: The City hereby establishes two
11 (2) Primary Service Territories for commercial solid waste collection in the City,
12 bordered by Royal Brougham to 4th Avenue to Dearborn, Dearborn to I-5, I-5 to
13 Jackson, Jackson to Lake Washington. The City shall designate by ordinance one (1)
14 contract collector of commercial solid waste to be the provider of Primary Services in
15 each territory, and another collector to be the Secondary Service provider. Rates and
16 charges for services provided by a Primary Service Provider and a Secondary Service
17 Provider shall be according the schedules in Subsection B.

18
19 B. Primary and Secondary Service Rates and Charges: There is imposed upon all
20 commercial establishments in the City of Seattle receiving container or drop service
21 from one of the City's contract collectors of commercial solid waste the following
22 schedule of rates and charges:

23
24 1. Container Service Rates: The following charges shall apply to commercial
25 establishments receiving Primary Container Service. Customers receiving Secondary
26 Container Service shall pay 20% more than the corresponding rate for Primary Container
27 Service (the basic service charge including container rent and related taxes all multiplied
28 by 1.2).

Non-Compacted Material

SERVICE TYPE	SIZE OR TYPE OF CONTAINER						
	Toter	90 Gal. Toter	1 Yd	1.5 Yd	2 Yd	3 Yd	4 Yd
<u>Permanent Account</u>							
<u>First Pickup</u>	\$ 5.95	\$ 7.05	\$ 15.70	\$ 22.35	\$ 27.25	\$ 38.15	\$ 49.20
<u>Ea. Add'l Pickup</u>	\$ 5.95	\$ 7.05	\$ 15.70	\$ 22.35	\$ 27.25	\$ 38.15	\$ 49.20
<u>Special Pickups</u>	\$ 7.45	\$ 8.30	\$ 23.75	\$ 29.70	\$ 35.30	\$ 46.65	\$ 57.95
<u>Monthly Rent</u>	\$ 1.75	\$ 1.75	\$ 4.65	\$ 6.80	\$ 8.75	\$ 10.85	\$ 12.40
<u>Flat Monthly Charge</u>	\$ 27.53	\$ 32.30	\$ 72.68	\$ 103.65	\$ 126.83	\$ 176.17	\$ 225.60
<u>Minimum Monthly Charge</u>	\$ 13.65	\$ 15.85	\$ 36.05	\$ 51.50	\$ 63.25	\$ 87.15	\$ 110.80
<u>Temporary Account</u>							
<u>Initial Delivery</u>			\$ 12.65	\$ 12.65	\$ 12.65	\$ 12.65	\$ 12.65
<u>Pickup Rate</u>			\$ 23.75	\$ 29.70	\$ 35.30	\$ 46.65	\$ 57.95
<u>Rent Per Calendar Day</u>			\$ 3.10	\$ 3.10	\$ 3.10	\$ 3.10	\$ 3.10

Container Service
Non-Compacted Material

SERVICE TYPE	SIZE OR TYPE OF CONTAINER						
	5 Yd	6 Yd	8 Yd				
<u>Permanent Account</u>							
<u>First Pickup</u>	\$ 60.40	\$ 67.35	\$ 85.35				
<u>Ea. Add'l Pickup</u>	\$ 60.40	\$ 67.35	\$ 85.35				
<u>Special Pickups</u>	\$ 67.35	\$ 76.60	\$ 95.60				
<u>Monthly Rent</u>	\$ 17.05	\$ 19.10	\$ 21.70				
<u>Flat Monthly Charge</u>	\$ 278.78	\$ 310.95	\$ 391.55				
<u>Minimum Monthly Charge</u>	\$ 137.85	\$ 153.80	\$ 192.40				
<u>Temporary Account</u>							
<u>Initial Delivery</u>	\$ 12.65	\$ 12.65	\$ 12.65				
<u>Pickup Rate</u>	\$ 67.35	\$ 76.60	\$ 95.60				
<u>Rent Per Calendar Day</u>	\$ 3.10	\$ 3.10	\$ 3.10				

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Container Service
Compacted Material, 1 to 2 Ratio

SERVICE TYPE	SIZE OR TYPE OF CONTAINER					
	1 Yd	2 Yd	3 Yd	4 Yd	5 Yd	6 Yd
<u>Permanent Account</u>						
<u>First Pickup</u>	\$ 31.60	\$ 48.95	\$ 71.25	\$ 93.45	\$ 115.65	\$ 138.05
<u>Ea. Add'l Pickup</u>	\$ 31.60	\$ 48.95	\$ 71.25	\$ 93.45	\$ 115.65	\$ 138.05
<u>Special Pickups</u>	\$ 40.10	\$ 57.20	\$ 80.00	\$ 102.45	\$ 124.00	\$ 147.55
<u>Monthly Rent</u>	\$ 14.45	\$ 28.90	\$ 32.00	\$ 36.10	\$ 39.20	\$ 43.25
<u>Flat Monthly Charge</u>	\$ 151.38	\$ 241.02	\$ 340.75	\$ 441.05	\$ 540.35	\$ 641.47
<u>Minimum Monthly Charge</u>	\$ 77.65	\$ 126.80	\$ 174.50	\$ 223.00	\$ 270.50	\$ 319.35

Container Service
Compacted Material, 1 to 5 Ratio

SERVICE TYPE	SIZE OR TYPE OF CONTAINER					
	1 Yd	2 Yd	3 Yd	4 Yd	5 Yd	6 Yd
<u>Permanent Account</u>						
<u>First Pickup</u>	\$ 45.30	\$ 76.80	\$ 109.70	\$ 142.60	\$ 177.50	\$ 216.75
<u>Ea. Add'l Pickup</u>	\$ 45.30	\$ 76.80	\$ 109.70	\$ 142.60	\$ 177.50	\$ 216.75
<u>Special Pickups</u>	\$ 50.80	\$ 82.55	\$ 115.70	\$ 148.85	\$ 183.50	\$ 223.50
<u>Monthly Rent</u>	\$ 15.60	\$ 31.25	\$ 33.05	\$ 39.05	\$ 42.50	\$ 46.85
<u>Flat Monthly Charge</u>	\$ 211.90	\$ 364.05	\$ 508.42	\$ 656.98	\$ 811.67	\$ 986.10
<u>Minimum Monthly Charge</u>	\$ 106.20	\$ 184.85	\$ 252.45	\$ 324.25	\$ 397.50	\$ 480.35

2. Drop Box Service Rates: The following charges shall apply to commercial establishments receiving Primary Drop Box Service. Customers receiving Secondary Drop Box Service shall pay 15% more than the corresponding rate for Primary Drop Box Service (the basic service charge including container rent and related taxes all multiplied by 1.15).

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Nick Pealy
 Commercial Rate Ordinance
 1/11/01
 V #5

Drop Box Service
Non-Compacted Material

SERVICE TYPE	SIZE OR TYPE OF CONTAINER						
	3 Yd	6 Yd	8 Yd	10 Yd	12 Yd	15 Yd	16 Yd
<u>Permanent Account</u>							
<u>First Pickup</u>	\$ 61.90	\$ 61.90	\$ 61.90	\$ 83.00	\$ 83.00	\$ 83.00	\$ 83.00
<u>Ea. Add'l Pickup</u>	\$ 61.90	\$ 61.90	\$ 61.90	\$ 83.00	\$ 83.00	\$ 83.00	\$ 83.00
<u>Special Pickups</u>	\$ 71.75	\$ 71.75	\$ 71.75	\$ 91.55	\$ 91.55	\$ 91.55	\$ 91.55
<u>Monthly Rent</u>	\$ 12.80	\$ 24.55	\$ 26.65	\$ 28.80	\$ 32.00	\$ 35.20	\$ 37.70
<u>Flat Monthly Charge</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>Minimum Monthly Charge</u>	\$ 74.70	\$ 86.45	\$ 88.55	\$ 111.80	\$ 115.00	\$ 118.20	\$ 120.70
<u>Temporary Account</u>							
<u>Initial Delivery</u>			\$ 19.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
<u>Pickup Rate</u>			\$ 71.75	\$ 91.55	\$ 91.55	\$ 91.55	\$ 91.55
<u>Rent Per Calendar Day</u>			\$ 3.20	\$ 3.20	\$ 3.20	\$ 3.20	\$ 4.25

Drop Box Service
Non-Compacted Material

SERVICE TYPE	SIZE OR TYPE OF CONTAINER			
	5 Yd	6 Yd	8 Yd	
<u>Permanent Account</u>				
<u>First Pickup</u>	\$ 83.00	\$ 83.00	\$ 83.00	
<u>Ea. Add'l Pickup</u>	\$ 83.00	\$ 83.00	\$ 83.00	
<u>Special Pickups</u>	\$ 91.55	\$ 91.55	\$ 91.55	
<u>Monthly Rent</u>	\$ 40.50	\$ 51.20	\$ 61.85	
<u>Flat Monthly Charge</u>	\$ -	\$ -	\$ -	
<u>Minimum Monthly Charge</u>	\$ 123.50	\$ 134.20	\$ 144.85	
<u>Temporary Account</u>				
<u>Initial Delivery</u>	\$ 30.00	\$ 30.00	\$ 30.00	
<u>Pickup Rate</u>	\$ 91.55	\$ 91.55	\$ 91.55	
<u>Rent Per Calendar Day</u>	\$ 4.25	\$ 4.25	\$ 5.35	

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Drop Box Service
Compacted Material

SERVICE TYPE	SIZE OR TYPE OF CONTAINER					
	10 Yd	15 Yd	20 Yd	25 Yd	30 yd	40 yd
<u>Permanent Account</u>						
<u>First Pickup</u>	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75
<u>Ea. Add'l Pickup</u>	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75
<u>Special Pickups</u>	\$ 138.45	\$ 138.45	\$ 138.45	\$ 138.45	\$ 138.45	\$ 138.45
<u>Monthly Rent</u>						
<u>Flat Monthly Charge</u>						
<u>Minimum Monthly Charge</u>	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75	\$ 127.75
<u>Temporary Account</u>						
<u>Initial Delivery</u>						
<u>Pickup Rate</u>						
<u>Rent Per Calendar Day</u>						

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3. A&E (Ancillary and Elective) Service Charges: The following charges shall apply to commercial establishments receiving any of the A&E (Ancillary and Elective Services) listed in the table below. Customers receiving Secondary Container Service shall pay 20% more than for A&E Services than Primary Container Service customers (the applicable A&E service charge(s) multiplied by 1.2). Customers receiving Secondary Drop Box Service shall pay 15% more than for A&E Services than Primary Drop Box Service customers (the applicable A&E service charge(s) multiplied by 1.15).

<u>A&E Service Charges</u>	
<u>Type of Service</u>	<u>Charge to Customer</u>
<u>Deliveries</u>	
<u>Toter Initial Delivery - Permanent</u>	\$11.40
<u>Container Initial Delivery - Temporary 1-8 CY</u>	\$13.40
<u>Container Initial Delivery - Permanent 1-8 CY</u>	\$13.40
<u>Drop Box Initial Delivery - Temporary 3-8 CY</u>	\$19.00
<u>Drop Box Initial Delivery - Permanent 3-8 CY</u>	\$19.00
<u>Drop Box Initial Delivery - Temporary 10-40 CY</u>	\$30.00
<u>Drop Box Initial Delivery - Permanent 10-40 CY</u>	\$30.00
<u>Pickup Ancillary Services</u>	
<u>Temporary Pickup</u>	\$13.50



<u>Oversize</u>	<u>\$3.25</u>
<u>Return Trip - Can</u>	<u>\$4.25</u>
<u>Return Trip - Container or Drop Box</u>	<u>\$9.00</u>
<u>Container , Drop Box, and Compactor Special Services</u>	
<u>Pickup/redelivery up to 8 CY</u>	<u>\$13.50</u>
<u>Pickup/redelivery over 8 CY</u>	<u>\$30.00</u>
<u>Washing and Steam Cleaning, per CY</u>	<u>\$2.00</u>
<u>Washing and Steam Cleaning, minimum payment</u>	<u>\$15.00</u>
<u>Sanitizing Containers, per CY</u>	<u>\$0.90</u>
<u>Sanitizing Containers, minimum payment</u>	<u>\$10.00</u>
<u>Compactor Disconnect/Reconnect Cycle</u>	<u>\$20.00</u>
<u>Drop Box Compactor Turnaround</u>	<u>\$15.90</u>
<u>Drop Box Solid Lid Monthly Provision</u>	<u>\$11.80</u>
<u>Overtime Service, Hourly Premium</u>	<u>\$34.50</u>

1
 2 4. Disposal Fee for MSW Drop Box Service

3 Disposal fees for MSW Drop Box service shall be assessed on each MSW Drop Box load at
 4 the rate of \$77.87 per ton, measured on a per tip basis rounded to the next highest 1/100 ton.

5
 6 5. Application of Taxes and Local Hazardous Waste Plan Fee

7 The following taxes and fees shall be added to the collection and disposal charges set forth
 8 in this section:

- 9 a. Household Hazardous Waste Collection Fees, corresponding to the fees currently
 10 contained in Seattle Municipal Code § 21.44.060D;
 11 b. Seattle Solid Waste Collection Taxes contained in Seattle Municipal Code,
 12 §5.48.055;
 13 c. State Solid Waste Collection Taxes, and
 14 d. Retail Sales Tax levies on container rental charges.



STATE OF WASHINGTON – KING COUNTY

--SS.

127762
City of Seattle, Clerk's Office

No. ORDINANCE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

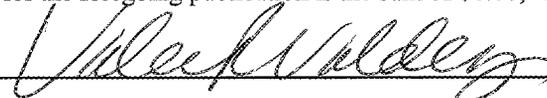
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:120250 ORD.IN FUL

was published on

02/15/01

The amount of the fee charged for the foregoing publication is the sum of \$0.00, which amount has been paid in full.



Subscribed and sworn to before me on

02/16/01



Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication



