

ANCHORAGE, ALASKA
AO No. 2019-126

**AN ORDINANCE AMENDING ANCHORAGE MUNICIPAL CODE
SECTIONS 26.70.060, 26.70.070, 26.70.080, AND 26.70.090 TO INCREASE RATES
FOR THE SOLID WASTE SERVICES REFUSE COLLECTION UTILITY.**

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. Anchorage Municipal Code sections 26.70.060 through 26.70.090, are amended to read as follows:

26.70.060 - Residential refuse service.

A. *Terms of service.*

1. It shall be the sole discretion of SWS to determine the method of collection for any property within the mandatory service area pursuant to section 26.70.030.
2. Billing for solid waste collection service will commence with the date that the roll cart is delivered. A request to cancel service will commence on the next day of service following vacancy of the premises or future date of roll cart removal. Retroactive disconnects cannot be offered. SWS shall have the right to determine how solid waste collection charges are to be billed. Failure to receive a bill or failure to apply for service does not relieve the customer of responsibility for the charges.
3. All solid waste collection charges shall be the obligation of the owner of the property served by SWS. Credit for vacant residential units may be extended if the period of vacancy exceeds 30 days and the customer notifies SWS in advance of the scheduled vacancy. Six months is the maximum period of time annually that an account can receive vacation credits.
4. In the event of accidental overcharges or undercharges for solid waste collection services, credit and debit adjustments will be limited to the most recent six-month period prior to discovery and notification of the error.
5. Any customer who has services decreased due to non-payment must pay all past due billings (including collection costs if applicable) and make an advance payment equal to one billing period prior to reinstatement of service.

6. All solid waste collection charges for residential units shall be billed quarterly, in advance.

B. *Residential rates, fees and charges shall be assessed for municipal solid waste collection effective January 1, 2020.*

1. *Conventional can or bag service.*

- a. Where SWS allows, this rate covers the weekly collection of a maximum of 4 collection units, each unit consisting of one conventional 32-gallon garbage can or approved bag. The customer shall place all refuse for collection at the curbside or alley within three feet of the drivable roadway or alley.

Type of Service	Monthly Rate
Single-family residential	\$ <u>20.54</u> [19.35]

2. *Additional residential services.*

- a. Cans or bags in excess of the weekly limit will be collected and billed to the customer at a charge of \$2.21 [2.10] per can or bag. Larger bulk items will be charged at the current disposal charge based on cubic yardage with a minimum of one cubic yard (set by subsections 26.80.050A.2. and A.3.).
- b. SWS may collect refuse at other than the scheduled collection time. Estimates for special services will be quoted at the customer's request. The charge for special pickup service with a one-person crew shall be \$105.05 [100.05] straight time and \$117.02 [111.45] overtime for each one-half hour of vehicle time required for the pickup, plus disposal charges based on the estimated volume of refuse picked up. The charge for special pickup service with a two-person [MAN] crew shall be \$118.86 [113.20] straight time and \$138.81 [132.20] overtime for each one-half hour required for the pickup, plus disposal charges based on the estimated volume of refuse picked up.

3. *Automated refuse collection service.*

- a. *Basic monthly charge.* This rate covers the weekly collection of refuse, and bi-weekly collection of recyclables on collection routes designated by the general manager. Each customer receiving refuse

collection service on a designated automated collection route shall subscribe to a service level based on standard refuse volumes as designated in this section. Multiple-family residential units, mobile home or trailer courts with more than one trailer or mobile home, or business establishments shall pay the elected subscription rate per occupancy unit. Subscription rates shall be:

Subscription Volume for Refuse Collection	[2019] Monthly Service Charge
32 gallon - Standard Cart	\$ <u>14.52</u> [13.70]
32 gallon – Bear Resistant Roll Cart	\$16.52 [17.30]
48 gallon – Standard Cart	\$ <u>21.49</u> [20.27]
64 gallon – Standard Cart	\$ <u>29.00</u> [27.62]
64 gallon – Bear Resistant Roll Cart	\$ <u>31.00</u> [29.62]
96 gallon – Standard Cart	\$ <u>40.25</u> [38.33]
96 gallon – Bear Resistant Roll Cart	\$ <u>42.25</u> [40.43]
[ADDITIONAL VOLUME]	[\$10.45 / 32-GALLON INCREMENT]

- b. SWS shall provide each customer receiving service on a designated automated collection route with roll cart refuse container(s) of volume equal to the subscription volume elected by the customer. All roll carts shall be unique in color or labeling such that refuse collection and recyclable collection are readily distinguishable. The customer is responsible for cleaning roll carts.
- c. Each container will be designated by a unique serial number which shall be assigned to the customer's account. Upon initiation of service, one set of containers shall be delivered at no charge to the customer.
- d. Customers who do not select a subscription volume shall be assigned a default subscription volume of 64 gallons per week and shall be billed accordingly.
- [e. CUSTOMERS SHALL BE ALLOWED TO CHANGE THE VOLUME OF HIS/HER REFUSE COLLECTION SUBSCRIPTION AT NO CHARGE ONCE IN THE FIRST 180 DAYS OF INITIATION OF SERVICE OR NEW SERVICE BEING OFFERED BY SWS. IF THE CUSTOMER ELECTS TO CHANGE THE VOLUME OF SERVICE MORE THAN 180 DAYS AFTER INITIATION

OF SERVICE, SWS SHALL CHARGE A \$31.50 CHANGE IN SERVICE FEE PER OCCURRENCE, PER CART TO COVER THE COST OF CART DELIVERY/RETURN AND ACCOUNT UPGRADES.]

e. [f.] The customer shall place roll carts for refuse collection at the curbside or alley within three feet of the drivable roadway or alley with a minimum of three feet of clearance from any pole, mailbox, vehicle, roll cart, snow berm or other obstruction on any side. Customers shall be responsible for clearing snow or other obstructions limiting access to the collection containers.

f.[g.] When bear carts are in use, the customer is responsible for placing the bear cart at the curb side or in alley with the lock in the unlocked position, unless the customer resides in a designated Secure Trash Regulation Zone, as defined in AMC 15.100. If the cart remains locked, the roll cart cannot be serviced and there will be a return visit fee of \$105.05 [100.05] charged if the driver is requested to return.

g.[h.] SWS shall only collect refuse properly contained within SWS roll carts. Any waste material not contained within the designated roll cart with the lid tightly closed shall be considered excess refuse and subject to additional charges.

h.[i.] Waste in addition to the volume of the provided roll cart must be contained in a closed bag.

i.[j.] Customers with excess or oversized refuse shall be charged \$11.03 [10.50] per pickup plus the greater of either \$2.21 [2.10] per bag or can of conventional [32-GALLON EQUIVALENT] size or the current disposal rate by volume basis for a minimum of one cubic yard of uncompacted refuse (set by subsections 26.80.050A.2. and A.3.).

j.[k.] Roll carts with refuse exceeding the designed container volume by either protruding above the rim of the container so as to prohibit tightly closing the lid, or stacked on top of the lid shall be charged for excess pickup as prescribed the subsection 26.70.060B.3.a. (Additional Volume). The collections operator may elect to refuse service to any overfilled container which cannot, in the operator's sole opinion, be emptied safely and without potentially spilling refuse to the ground.

k.[l.] Reloading of carts while being serviced is not permitted.

1. [m.] Roll cart containers shall remain SWS property.

2.
3. m.[n.] Customers vacating premises or otherwise terminating
4. service shall be responsible to arrange for return of all roll
5. carts to SWS. Upon request, SWS will pick up carts for a
6. fee of \$33.08 [31.50].
7.

8. n.[o.] Upon termination of service, a charge of \$117.60 per roll
9. cart shall be assessed for any non-returned/damaged
10. carts.
11.

12. o.[p.] SWS shall replace lost, stolen or damaged roll carts
13. where damage is considered in excess of normal wear
14. and tear. The customer shall be billed \$117.60 per cart
15. for each replacement cart.
16.

17. 4. *Residential refuse pack-out service.* SWS offers an additional
18. service to those customers that are unable to place their
19. containers at curb side or in the alley on service day. This
20. service shall be provided only upon customer's request. When
21. subscribing for this additional service, the roll carts are to be
22. placed outdoors and in plain view from the street or alley. SWS
23. employees will then retrieve, service and return the roll cart to its
24. original location.
25.

26. a. When the customer subscribes to this additional service
27. the customer will be charged an additional monthly fee of
28. \$8.82 [8.40] per set of containers (i.e.1 trash/1 recycle)
29. by 50 feet increments.
30.

31. b. SWS staff may not enter any building and/or gate to
32. collect a container.
33.

34. (AO No. 2018-98, § 2, 1-1-19; AO No. 2019-13, § 1, 1-1-19)
35.

36. **26.70.070 - Residential Recycling.**

37. **A. *Terms of Service.***

38.
39.
40. 1. SWS shall provide one roll cart container for collection of
41. recyclable materials free of charge when used in combination
42. with residential refuse service. The roll carts shall be unique in
43. color or labeling such that refuse collection and recyclable
44. collection are readily distinguishable. The customer is
45. responsible for cleaning roll carts.
46.

47. 2. Each container will be designated by a unique serial number
48. which shall be assigned to the customer's account. Upon
49. initiation of service, one set of containers shall be delivered at
50. no charge to the customer.
51.

3. Customers will be provided a list of accepted recyclables. SWS may inspect the contents of any recycle collection container. Containers found to contain contaminants shall be tagged, notifying the customer that unacceptable materials were found. Contents of the container shall be collected as refuse, and the customer shall be billed \$30.00 each time a container is found to contain contaminants. [FOR ADDITIONAL VOLUME AS SPECIFIED IN SUBSECTION 26.70.060B.3.a.]
4. All recyclables will only be collected from roll carts provided by SWS only. Any waste material not contained within the designated roll cart with the lid tightly closed shall be considered excess refuse and subject to excess charges.
5. The customer shall place roll carts for recyclables collection at the curbside or alley within three feet of the drivable roadway or alley with a minimum of three feet of clearance from any pole, mailbox, vehicle, roll cart, snow berm or other obstruction on any side. Customers shall be responsible for clearing snow or other obstructions limiting access to the collection containers.
6. Roll cart containers shall remain SWS property.
7. Customers vacating premises or otherwise terminating service shall be responsible to arrange for return of all roll carts to SWS. Upon request, SWS will pick up carts [FOR A FEE OF \$31.50. A CHARGE OF \$117.60 PER ROLL CART SHALL BE ASSESSED TO THE FINAL BILL FOR ANY NON-RETURNED/DAMAGED CARTS].
8. SWS shall replace lost, stolen or damaged roll carts where damage is considered in excess of normal wear and tear. The customer shall be billed \$117.60 per cart for each replacement cart.

B. *Residential recycle pack-out service.*

1. When the customer subscribes to this additional service the customer will be charged an additional monthly fee of \$8.82 [8.40] per set of containers (i.e. 1 trash/1 recycle) by 50 feet increments.
2. SWS staff may not enter any building to collect a container.

C. Organic material monthly service charge.

1. This rate covers the weekly collection of organic materials on collection routes designated by the general manager. Each customer subscribing to organic material collections shall pay a monthly subscription rate. Subscription rates shall be:

<u>Subscription Volume for Organic Collection</u>	<u>Monthly Service Charge</u>
<u>32 gallon - Organics Cart</u>	<u>\$5.00</u>
<u>96 gallon – Organics Cart</u>	<u>\$10.00</u>

- a. SWS shall provide each customer requesting organics service on a designated automated collection route with roll cart organics container(s) of volume equal to the subscription volume elected by the customer. Organics roll carts shall be unique in color or labeling such that they are readily distinguishable from refuse collection and recyclable collection. The customer is responsible for cleaning roll carts.
- b. Each container will be designated by a unique serial number which shall be assigned to the customer's account.
- c. The customer shall place roll carts for organics collection at the curbside or alley within three feet of the drivable roadway or alley with a minimum of three feet of clearance from any pole, mailbox, vehicle, roll cart, snow berm or other obstruction on any side. Customers shall be responsible for clearing snow or other obstructions limiting access to the collection containers.
- d. Roll cart containers shall remain SWS property.
- e. Customers vacating premises or otherwise terminating service shall be responsible to arrange for return of all roll carts to SWS. Upon request, SWS will pick up carts. A charge of \$117.60 per roll cart shall be assessed to the final bill for any non-returned/damaged carts.
- f. SWS shall replace lost, stolen or damaged roll carts where damage is considered in excess of normal wear and tear. The customer shall be billed \$117.60 per cart for each replacement cart.
- g. SWS staff may not enter any building to collect a container.

(AO No. 2018-98, § 2, 1-1-19; AO No. 2019-13, § 1, 1-1-19)

26.70.080 - Commercial refuse service.

A. Terms of service.

1. It shall be the sole discretion of SWS to determine the method of collection for any property within the mandatory service area pursuant to section 26.70.030.
2. Billing for solid waste collection service will commence with the date of purchase of the property (either by closing documents or municipal tax records). A request to cancel service will commence on the date or future date of notification by the customer. SWS shall have the right to determine how and to whom solid waste collection charges are to be billed. Failure to receive a bill or failure to apply for service does not relieve the customer of responsibility for the charges.
3. All solid waste collection charges shall be the obligation of the owner of the property served by SWS. Retroactive disconnects cannot be offered.
4. All solid waste collection charges for multiple unit residential structures, commercial buildings and businesses shall be billed monthly in arrears.
5. Each lot/structure will have its own service receptacle unless SWS makes a determination that placement of the dumpster will create a safety hazard.
6. In the event of accidental overcharges or undercharges for solid waste collection services, all adjustments will be limited to the most recent six-month period prior to discovery and notification of the error.
- [7. THE CUSTOMER WILL BE CHARGED A FEE IN THE AMOUNT OF \$31.50 FOR ANY ROLL-CART OR \$200.10 FOR ANY DUMPSTER DELIVERY, REMOVAL AND/OR EXCHANGE.]
- 7.[8.] Any customer who has services decreased due to non-payment must pay all past due billings (including collection costs if applicable) and make an advance payment equal to one billing period prior to reinstatement of service.
- 8.[9.] Customers may request a reload of their dumpster on a scheduled service day. If the reload can be accomplished within five minutes, the customer will only be charged for the additional yardage. The reloading of the dumpster needs to be requested in advance by contacting the SWS Customer Service department at a minimum of 48 hours in advance and only those authorized on the account may make the request.
- 9.[10.] If the driver is required to stand-by longer than five minutes for the reload to be completed, the customer will be charged the

minimum of one-half hour stated below, in subsection A.10.
[A.11.]

10.[11]SWS may collect refuse at other than the scheduled collection time at the rate stated in this subsection. Estimates for special services will be quoted at the customer's request. The charge for special pickup service with a one person crew shall be \$105.05 [100.05] straight time and \$ 117.02[111.45] overtime for each one-half hour of vehicle time required for the pickup, plus disposal charges based on the estimated volume of refuse picked up. The charge for special pickup service with a two person crew shall be \$118.86 [113.20] straight time and \$138.81 [132.20] overtime for each one-half hour required for the pickup, plus disposal charges based on the estimated volume of refuse picked up.

11.[12]Dumpster customers who load a container above lid level, exceeding the capacity of the container, will be charged and billed an excess rate by the cubic yard, with a minimum of one cubic yard.

B. *Damage repair beyond normal wear and tear to dumpsters, dumpster lids and locking devices not caused by SWS will be charged to the customer.*

1. *Repair charges:*

Labor:	\$126.00/hr.
Lids:	\$ <u>143.33</u> [136.50]
Paint:	\$ <u>33.08</u> [31.50]
Decals:	\$ <u>22.05</u> [21.00]
Replace dumpster:	\$ <u>330.75</u> [315.00]
Replace Locking Device:	\$ <u>62.30</u> [59.33]

[C. *TEMPORARY PROJECT DUMPSTER SERVICE.*

1. *DUMPSTER SERVICE MAY BE REQUESTED FOR TEMPORARY PROJECTS LASTING 30 DAYS OR LESS. THE DUMPSTERS OFFERED FOR THIS SERVICE ARE THREE CUBIC YARD DUMPSTERS. CUSTOMERS MUST NOTIFY CUSTOMER SERVICE ONE DAY IN ADVANCE TO SCHEDULE A PICK-UP.]*

[REMOVE THIS TABLE]	
[DUMPSTER DELIVERY FEE:	\$100.05
4 SERVICES OF THE DUMPSTER (MUST BE SCHEDULED 24 HOURS IN ADVANCE)	\$131.25

DUMPSTER RENTAL FEE:	\$19.69
DUMPSTER RETURN FEE:	\$100.05
PER MONTH:	\$351.04]

C.[D.] *Commercial can or bag service.*

1. For an additional fee, a pack-out service is available to customers for those containers which are placed outdoors in plain view for SWS staff.
2. In addition to the applicable collection charge of this section, the charge for collection of these containers shall be \$8.82 [8.40] for each 50 feet from the drivable roadway or alley per month.
3. SWS staff may not enter any building to collect a container.

Type of Service	Monthly Rate
Multiple-family residential unit, manufactured home parks with more than one residential unit (each unit consisting of four cans or bag).	<u>\$20.54</u> [19.35]/unit
Business establishments, each unit consisting of four cans or bags. For each additional unit add an additional monthly rate. For more than once weekly service, multiply units times number of days serviced	<u>\$20.54</u> [19.35]/unit

D.[E.] *Dumpster container service and rates:* The following rates apply the collection of solid waste from containers having a capacity of from two to eight cubic yards ("cy") that may be emptied mechanically by a refuse collection vehicle:

Schedule 1 - Containers with Loose Refuse with One Operator

Size	1x per wk.	2x per wk.	3x per wk.	4x per wk.	5x per wk.	6x per wk.	2x daily
2 cy	<u>\$105.00</u> [100.00]]	<u>\$210.00</u> 0 [200.00]	<u>\$314.00</u> 0 [299.00]	<u>\$419.00</u> [399.00]	<u>\$524.00</u> [499.00]	<u>\$630.00</u> [599.99]	<u>\$1,260.00</u> 0 [1,197.00]
3 cy	<u>\$138.00</u> [131.00]	<u>\$276.00</u> 0 [263.00]	<u>\$414.00</u> 0 [394.00]	<u>\$551.00</u> [525.00]	<u>\$689.00</u> [656.00]	<u>\$827.00</u> [788.00]	<u>\$1,654.00</u> 0 [1,575.00]
4 cy	<u>\$166.00</u> [158.00]	<u>\$331.00</u> 0	<u>\$497.00</u> 0	<u>\$662.00</u> [630.00]	<u>\$827.00</u> [788.00]	<u>\$992.00</u> [945.00]	<u>\$1,984.00</u> 0

		[315.00]	[473.00]				[1,890.00]
6 cy	<u>\$237.00</u> [226.00]	<u>\$475.00</u> 0 [452.00]	<u>\$711.00</u> 0 [677.00]	<u>\$948.00</u> [903.00]	<u>\$1,185.00</u> 0 [1,129.00]	<u>\$1,423.00</u> 0 [1,355.00]	<u>\$2,846.00</u> 0 [2,709.00]
8 cy	<u>\$309.00</u> [294.00]	<u>\$617.00</u> 0 [588.00]	<u>\$926.00</u> 0 [882.00]	<u>\$1,235.00</u> 0 [1,176.00]	<u>\$1,544.00</u> 0 [1,470.00]	<u>\$1,852.00</u> 0 [1,764.00]	<u>\$3,704.00</u> 0 [3,528.00]

Note: All Containers are limited to household and light commercial wastes.

Schedule 2 - Containers with Loose Refuse and Two Person Crew

Size	1x per wk.	2x per wk.	3x per wk.	4x per wk.	5x per wk.	6x per wk.	2x daily
2 cy	<u>\$176.00</u> 0 [168.00]	<u>\$353.00</u> 0 [336.00]	<u>\$529.00</u> 0 [504.00]	<u>\$706.00</u> [672.00]	<u>\$882.00</u> [840.00]	<u>\$1,058.00</u> 0 [1,008.00]	<u>\$2,116.00</u> [2016.00]
3 cy	<u>\$331.00</u> 0 [315.00]	<u>\$662.00</u> 0 [630.00]	<u>\$992.00</u> 0 [945.00]	<u>\$1,323.00</u> 0 [1,260.00]	<u>\$1,654.00</u> 0 [1,575.00]	<u>\$1,985.00</u> 0 [1,890.00]	<u>\$3,970.00</u> 0 [3,780.00]

E.[F.] Commercial dumpster rental rates.

- Rental rates for two up to eight cubic yard containers provided by SWS shall be \$20.70 [19.70] per month.
- Locking mechanisms for most commercial dumpsters that do not require the collector to exit the vehicle maybe rented for \$6.88 [6.55] per month in addition to the dumpster rental rate.

(AO No. 2018-98, § 2, 1-1-19; AO No. 2019-13, § 1, 1-1-19)

26.70.090 - Commercial recycling.

A. The following rates apply to the collection of commercial recyclables from containers having a capacity of 96 gallons[, 3, 4, OR 6 CUBIC YARDS] that can be emptied mechanically from a refuse collection vehicle.

- 96-gallon roll cart service refers to automated curbside collection of recyclables.

[2. 3 CY, 4 CY, AND 6 CY DUMPSTER SERVICE REFERS TO THE COLLECTION OF RECYCLABLES SUCH AS MIXED PAPER AND CARDBOARD.]

[3. RENTAL RATES FOR COMMERCIAL RECYCLE DUMPSTERS PROVIDED BY SWS SHALL BE \$19.70 PER MONTH].

B. Terms of service:

Roll Cart Size	1x every other wk.	1x per wk.	2x per wk.
96 gal	\$ <u>14.65</u> [13.95]	\$ <u>29.28</u> [27.89]	\$ <u>58.57</u> [55.78]

[REMOVE THIS TABLE]

[DUMPST ER SIZE	1 X PER WK.	2 X PER WK.	3 X PER WK.	4 X PER WK.	5 X PER WK.	6 X PER WK.
3 CY DUMPST ER	\$ 84.00	\$168.0 0	\$ 252.00	\$ 336.00	\$ 420.00	\$ 504.00
4 CY DUMPST ER	\$ 8900	\$179.0 0	\$ 268.00	\$ 357.00	\$ 446.00	\$ 536.00
6 CY DUMPST ER	\$ 105.00	\$ 210.00	\$ 315.00	\$ 420.00	\$ 525.00	\$ 630.00]

C. *Additional service and rules pertaining to commercial recycling.*

1. A fee of \$30.00 [68.25] may be applied to a customer whose mixed-paper/cardboard commercial recycling container contains more than 10% of contaminants. The fee will be applied at the discretion of the collection driver.

[2. DUMPSTER CUSTOMERS WHO LOAD A CONTAINER ABOVE LID LEVEL, EXCEEDING THE CAPACITY OF THE CONTAINER, WILL BE CHARGED AND BILLED AN EXCESS RATE OF \$21.00 PER CUBIC YARD, WITH A MINIMUM OF ONE CUBIC YARD.]

[3. DAMAGE REPAIR BEYOND NORMAL WEAR AND TEAR TO DUMPSTERS, DUMPSTER LIDS AND LOCKING DEVICES CAUSED BY THE CUSTOMER WILL BE CHARGED TO THE CUSTOMER. REPAIR CHARGES ARE SET OUT IN SUBSECTION 26.70.080B.1.]

[4. A CUSTOMER SHALL BE CHARGED A FEE IN THE AMOUNT OF \$200.10 FOR ANY DUMPSTER DELIVERY, REMOVAL AND/OR EXCHANGE.]

2.[5.] A customer may schedule a recyclable pick up at times other than the scheduled collection times at a rate pursuant to subsection 26.70.090C.3. [26.70.090C.6.]

3.[6.] The charge for special pickup service with a one-person crew shall be \$105.05 [100.05] straight time and \$117.02 [111.45] overtime for each one-half hour of vehicle time required for the pickup, plus recycling charges based on the estimated volume of refuse picked up. The charge for special pickup service with a two-person [MAN] crew shall be \$118.86 [113.20] straight time and \$138.81 [132.20] overtime for each one-half hour required for the pickup, plus recycling charges based on the estimated volume of refuse picked up.

4.[7.] Customers may request a reload of their dumpster on a scheduled service day. If the reload can be accomplished within five minutes, the customer will only be charged the additional yardage. If the driver is required to stand-by longer than five minutes for the reload to be completed, the customer will be charged the minimum of one-half hour stated in subsection 26.70.090C.3. above.

5.[8.] Commercial recycling materials left outside of a dumpster will be treated as refuse material and be charged at refuse rates.

(AO No. 2018-98, § 2, 1-1-19)

Section 3. This ordinance shall become effective on January 1, 2020.

PASSED AND APPROVED by the Anchorage Assembly this _____ day of _____, 2019.

Chair of the Assembly

ATTEST:

Municipal Clerk