

RESOLUTION NO. 19848

RELATING TO ENVIRONMENTAL SERVICES; PURSUANT TO TUCSON CODE SECTION 15-31.1, AUTHORIZING AND APPROVING THE DIRECTOR OF ENVIRONMENTAL SERVICES' PROPOSED "REQUIREMENTS AND SCHEDULES FOR REFUSE SERVICE CHARGES AND FEES" DURING FISCAL YEAR 2004-2005, TO TAKE EFFECT THIRTY DAYS AFTER ADOPTION OF THIS RESOLUTION; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. Pursuant to Tucson Code Section 15-31.1, the Mayor and Council authorize and approve the Director of Environmental Services' proposed "Requirements and Schedules for Refuse Service Charges and Fees" during fiscal year 2004-2005 ("Rate Schedule"), attached as Attachment A to this resolution and incorporated by this reference.

SECTION 2. The Rate Schedule shall take effect thirty days after adoption of this resolution, superseding in all respects the prior rate schedule approved in Resolution No. 19590 (adopted May 12, 2003).

SECTION 3. The Director of Environmental Services is authorized and directed to take all necessary steps to implement the Rate Schedule, and specifically to effect the necessary billing changes to customers.

SECTION 4. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 5. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, _____.

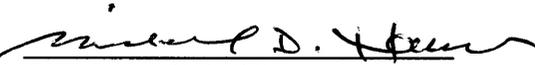
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

REVIEWED BY:



CITY ATTORNEY

CITY MANAGER


DPM:

05/28/2004 10:03 AM

ENVIRONMENTAL SERVICES
REQUIREMENTS AND SCHEDULES
FOR
REFUSE SERVICE CHARGES AND FEES

1. GENERAL REQUIREMENTS:

1.1 Service application.

Any person(s) desiring garbage and recycling service at a level greater than the standard service shall submit a service application to the Director. The Director is authorized to prepare, implement, process and administer service applications, and to accept or deny them.

1.2 Service agreement.

(a) Where the Director agrees to provide garbage and recycling service at a level greater than the standard service, the person(s) responsible for payment for such services shall sign a garbage service agreement. A separate agreement may be required for each service address.

(b) The Director is authorized to prepare, enter into, implement and administer garbage and recycling service agreements. The service agreement shall specify the terms and conditions upon which service shall be provided, and may contain such additional provisions as are within the custom and practice of the industry, or are deemed necessary by the Director. The rates charged under any service agreement shall be consistent with these requirements and schedules.

1.3 Deposits.

(a) Deposits in the form of cash may be required of all residential garbage generators. The deposit shall be three (3) times the monthly charge for the service. The Director may require a deposit when the customer has not made timely payment on City utility accounts.

(b) Deposits shall not be required of tenants, who have: (1) previously had service accounts with the City for a period of at least twelve (12) months, within the twenty-four (24) month period immediately preceding the application for new service, and (2) had no more than two (2) payment delinquencies within the most recent twelve-month period of service. "Payment delinquency" means that the City has not received a required payment in a timely manner, resulting in a penalty being shown on the next billing. Prior service under this subsection may be established either by records maintained by the City or provided by the applicant.

(c) The Director may require commercial credit customers to post a refundable minimum deposit of two hundred fifty dollars (\$250.00) or 2 times their highest projected monthly fee. Deposits can be made in the form of cash or bond. If the credit account becomes sixty (60) days or more delinquent, such deposit shall be applied to the account balance. Refundable deposit(s) shall be refunded to the customer upon the expiration of the service agreement.

(d) The Director may require a pre-payment equal to the pull fee to spot a roll-off.

(e) In the event that an account for which a deposit is provided for in this Section is not paid in full when required, or any City-owned container is not returned, the City may use the deposit or bond to offset the charges due or loss incurred, without prejudice to any right it may have to seek additional legal or equitable remedies.

1.4 Notice of change of address.

All residential garbage or recycling customers and all municipal commercial or roll-off garbage customers shall notify the Environmental Services (ES) customer service Section of any change in mailing address, occupancy or ownership of the property receiving services, within fifteen (15) days of the date of the change.

1.5 Service initiation.

(a) Commercial account customers of ES shall be assessed a service initiation fee of five dollars (\$5.00) at the time of application for garbage service. This fee shall be billed on the first statement for service and will be due and payable as provided in accordance with Section 1.6.

(b) In the absence of a request by the property owner, the ES customer service Section shall place a service account in the property owner's name when it is known or reasonable to believe that a tenant of the property, or other person previously receiving service, is no longer receiving service. No service initiation fee shall be charged for account changes made pursuant to this subsection.

(c) Each residential account customer of ES may initiate service at any time and no fee will be assessed. Residential account customers may suspend service for periods of not less than three continuous months by notifying Water Department Customer Service (to turn-off water service) and residential service. The collection will be terminated for the period and no collection or disposal fees will be billed until the restoration of service by the Water Department.

1.6 Basis of charges; adjustments; appeals of billing.

(a) Commercial garbage and recycling charges are and shall be imposed according to volume and weight of materials collected. Fees shall be imposed according to the cost of providing services but shall also be based on frequency of and time required for collection, hauling and disposal, which shall be determined on the basis of periodic cost of service studies. Rates and fees charged for garbage and recycling service shall be adjusted as necessary to reflect changes in location, volume,

frequency of collection, enhancement of service programs or promotion of more efficient collection systems in conformance with the rates set forth in this rate resolution, and the person upon whom the charges are imposed shall be notified in writing of such adjustments prior to the next billing; however, such charges shall not be adjusted for temporary variations in volume mainly due to seasonal factors where such variations do not extend substantially beyond a two-month period. The Director shall grant the person upon whom adjusted charges are imposed a hearing on such adjustments, in accordance with (b) below. The hearing officer's determination regarding disputed customer adjusted charges is final.

(b) Customers have the right to dispute their account balance. Customers objecting to the actions, policies, or decisions of ES with regard to charges imposed for service or their billing may informally appeal to the ES billing official in person, by telephone, or via electronic and/or postal mail. The billing official will attempt, in a timely manner, to resolve the situation. If the problem is not resolved by an informal appeal, the customer shall be advised of the right to an administrative hearing. The Director shall appoint a hearing officer to resolve customer billing disputes. For any particular dispute, the hearing officer shall have had no previous involvement with the customer's case. In the event that such involvement exists, the Director shall designate another hearing officer. This hearing officer is authorized to make a decision as to the validity of the customer's dispute, and, if the customer's dispute is found to be valid, shall also be authorized to make the appropriate corrections to the customer's account, including the potential removal of delinquent service charges. If the hearing officer requires a more complete set of facts than can be gathered at the time of the hearing, the officer shall make whatever investigation is necessary before rendering a decision. The customer's garbage service shall not be terminated until and unless the hearing officer completes the investigation and finds the customer's dispute to be without merit. However, the hearing process does not relieve the customer of the obligation to pay refuse bills. The customer must continue to pay, in a timely manner, all refuse bills received or be subject to delinquent service charges. The hearing officer's determination regarding disputed customer account balance is final.

1.7 Multiple collection sites; payment due date; penalty; legal action; container retrieval fee.

a) Residential Accounts:

Only delinquency fees will be applied to residential refuse customers. These delinquency charges are consistent with the fees and charges imposed by Tucson Water for their customers. The delinquency fees and process are outlined below:

1. *Delinquency Fees:* The delinquency fee is charged when an unpaid account (combined utility charges) or total delinquent bill is \$75 or greater and is more than 41 days late. This fee is established to recover the additional costs incurred in pursuing bill collection. The delinquency process is as follows:

- If bill unpaid 41 days after bill date and bill total is \$75 or more a- 1st notice is generated

- If bill remains unpaid 7 days after 1st notice, a 2nd notice is generated, *and a \$20 delinquency fee is charged.*
- If bill remains unpaid 7 days after 2nd notice, a 4th * notice is generated (cut-off notice). - *Tucson Water prepares a lock work order to disconnect service and a \$30 delinquency fee is charged. To ensure public health and safety reasons refuse service will continue unless the dwelling is declared unfit for habitation or the resident(s) vacate the property.*

b) Commercial front load metal, rolloff container and landfill accounts; the following will apply:

Where garbage or recycling service for a single property is placed for collection at more than one (1) site, each site shall be deemed a separate service stop for billing purposes. If such charges are not paid within ten (10) days after the bill due date, the amount due shall be delinquent and a penalty in an amount equal to ten (10) percent of the amount due shall be added

In addition, any unpaid charges shall become a civil debt owed the City; and an action for collection may be brought in a court of proper jurisdiction. The City may also refuse to collect and dispose of garbage and recyclables from any commercial account when any amount billed for garbage or recycling service has not been paid within sixty (60) days after it becomes delinquent and may retrieve the container(s) and charge the account of the customer a fee of fifty dollars (\$50.00) per container to offset the related service costs, such as container(s) retrieval, whether or not such retrieval is completed once such activities have commenced.

1.8 Avoiding garbage fees and regulations.

No person, for the purpose of avoiding payment of garbage, recycling or landfill fees or service charges, or for the purpose of evading any regulation or limitation on collection, disposal or recycling service, or for any other reason, shall place any of their own garbage material, recyclable materials, or any other wastes with that of any other dwelling unit or business establishment, or in a garbage or recycling container of the occupant of any other residential property or in front of any other residential property, or in a garbage or recycling container not obtained from the City; nor shall any person identify garbage, including recyclable materials from other sources, as their own. Residents and businesses who are eligible to receive residential garbage, recycling or greenwaste services but haul their own garbage, recycling or greenwaste to recycling or disposal facilities are not exempt from fees and may not avoid paying fees by hauling their own. Residents receiving residential garbage services shall not place out for collection any garbage, refuse, trash, recyclable materials or other wastes that originated from a commercial business enterprise, along with their own residential garbage, refuse, trash, recyclable materials or other wastes. Customers receiving garbage service may share containers upon approval by the City or the contractor providing garbage service.

The City reserves the right to determine the source of any garbage or recyclable materials, or any other wastes so as to properly accept or reject collection or disposal, or assign fees as necessary.

2. CHARGE IMPOSED FOR CONTAINERIZED GARBAGE.

A charge for collection and disposal of garbage in lawful containers is imposed on the person(s) responsible for each residential or commercial premise within the City to which municipal garbage service is provided, at the rates set forth in the schedules below:

2.1 Charges for automated plastic container service.

The monthly charges for weekly garbage collection from automated plastic containers (APC's) shall be as follows:

AUTOMATED PLASTIC CONTAINERS (APC's)

90 -Gallon Containers

No. of Containers	Residential		Commercial	
	Each	Accumulative	Each	Accumulative
1 st	\$ 14.00	\$ 14.00	\$ 14.00	\$14.00
2 nd	10.00	24.00	10.00	24.00
3 rd	10.00	34.00	N/A	N/A

60 -Gallon Containers

No. of Containers	Residential		Commercial	
	Each	Accumulative	Each	Accumulative
1 st	\$ 14.00	\$ 14.00	N/A	N/A
2 nd	10.00	24.00	N/A	N/A
3 rd	10.00	34.00	N/A	N/A

30-Gallon Containers

No. of Containers	Residential		Commercial	
	Each	Accumulative	Each	Accumulative
1 st	\$ 14.00	\$ 14.00	N/A	N/A
2 nd	10.00	24.00	N/A	N/A
3 rd	10.00	34.00	N/A	N/A

300-Gallon Containers

	Residential	Commercial
Each	\$ 42.00	\$ 42.00

Rate Note: Where there are existing 300 gallon containers shared by a commercial business with one (1), two (2) or more residential or commercial customers the fee for a shared 300-Gallon Containers shall be \$42.00 divided by the total number, up to three (3), of commercial and or residential customers sharing the container. Each additional 300-gallon container is \$42.00 per month. Effective 7/1/04 new 300-gallon containers will no longer be approved for service at commercial or multi-family locations.

Notes:

- 1) The rates are the monthly charges for once per week collection.
- 2) In order to provide collection from those residential properties serviced from an alley, the Director may elect to distribute a set number of 300-gallon APC's, to be shared among no more than three (3) residential properties, rather than providing an individual APC to each individual residential property. In such event, there shall be a charge for any of the set number of 300-gallon APC's that the Director elects to provide at the above listed rates, that in any event shall be no more than \$14.00 per household.
- 3) It has been the experience of ES that home occupations typically generate a waste stream equivalent to that for residential use.
- 4) Therefore, home occupations that meet the requirements of Section 3.5.7.2 of the Tucson Land Use Code (TLUC), and, in addition to any other Section(s) of the TLUC

applicable to their appropriate zone, shall be charged for garbage collection from APCs at residential rates.

- 5) The City shall provide a fee for service citywide program of uncontained refuse collection on a scheduled basis that is included in the fee schedule in accordance with Section 3 of this resolution.

2.2 Charges for front-loading garbage containers.

The monthly charges for garbage collection from front-loading garbage containers shall be as follows:

<u>RATE SHEET for FRONT-LOADER MONTHLY FEES</u>						
<u>Cubic</u> <u>Yards</u>	<u>Collection per Week</u>					
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
2 -3	\$60	\$100	\$140	\$185	\$225	\$270
4	60	100	150	200	240	290
6	70	110	170	220	275	325
8	75	125	190	245	300	360
Recycling	50	100				

(Extra service per container rate: \$25.00 per pickup)

Notes: Existing customer contracts with ES will remain valid for the term of the signed contract. Customers receiving scheduled monthly service from the City for front-loading garbage containers on at least a once per week basis shall be eligible for the following discounts to the above rates:

- (1) *Customer with a single service location and more than one container at that location:* A five (5) percent discount for the second container, and a ten (10) percent discount for the third and all additional containers, provided that the first container is charged at the above rates, and that all containers at the service location are billed under the same invoice; recycling container service combined with garbage service at a single location with one or more garbage containers will be given a fifty (50) percent discount for each recycling container collection.
- (2) *Customer with one or more containers at multiple service locations:* A five (5) percent discount for the second container at the primary service location, a ten (10) percent discount for the third and all additional containers at the

primary service location only, and a flat five (5) percent discount for all containers at all service locations other than the primary service location, provided that the first container at the primary service location is charged at the above rates, and that all service locations are billed under the same invoice. For purposes of this Section, the primary service location for any customer in any month shall be the location which the Director determines has the largest total volume of front-loading commercial container capacity receiving scheduled monthly service from the City on at least a once per week basis.

These discounts apply only to front-loading garbage containers, and shall not affect any other charges set forth in this rate schedule.

2.3 Open Top Roll-Off Container Service.

The monthly charges for garbage collection from open top roll-off containers shall be as follows:

<u>SCHEDULED ROLL-OFF/Open Top Container Service</u>	
<u>Cubic Yards</u>	<u>Charges</u>
20 (mini), 20, 30, 40	\$95.00 per pull plus landfill fees of \$23.00 per ton. Required minimum of (1) roll-off serviced every 30 days. \$35 Delivery Charge per Container
<u>Permanent/scheduled service definition and guidelines:</u>	
<ul style="list-style-type: none">• Permanent/scheduled service will be defined as any customer who has a roll-off serviced at the same location for (3) months or more.• One time only pre-payment required prior to initial roll-off delivery and/or set.	

UNSCHEDULED/EXTRA PICK-UP/TEMPORARY ROLL-OFF SERVICE

Cubic Yards

Charges

20 (mini), 20, 30, 40 \$95.00 per pull plus landfill fees of \$23.00 per ton.
One (1) roll-off service is required every 15 days.
\$35 Delivery Charge per Container

- Temporary unscheduled service shall be defined as any customer that has a roll-off serviced at the same location for less than 90 days.
- Allowed 2 re-spots on same contract without additional pre-payment.
- Third re-spot will require a second pre-payment. If within 90 days, no new contract is required.
- Construction debris contracts shall be set at \$85.00 per pull for 30 yard roll-offs plus \$23 tip fee and \$55.00 per service for front load containers.

Pre-payment required to spot the roll-off and the 6-yard equal to the pull fee.

Roll-Off Packer Service.

The monthly charges for roll-off packer service, wherein the property owner loads the packer, shall be as follows:

ROLL-OFF COMPACTOR SERVICE

Break Away – Self Contained

Cubic Yards

Charges

20 (mini), 20, 30, 40 \$95.00 per pull plus landfill fees of \$23.00 per ton
plus \$250.00 per month lease and maintenance fee

2.5 Stationary Packer Service.

The monthly charges for stationary packer service shall be as follows:

<u>STATIONARY COMPACTOR SERVICE MONTHLY FEES</u>						
<u>Cubic</u>	<u>Collections Per Week</u>					
<u>Yards</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
2	\$76	\$106	\$144	\$175	\$213	\$251
3	84	126	167	220	266	312
4	99	152	198	266	334	395
6	126	220	312	403	494	512
8	152	266	395	524	654	783

Extra Service per container: \$35.00 -- \$250.00 per month lease and maintenance fee not included in the above rates.

2.6 Charges imposed for special services.

The charges for special services, steam cleaning and painting services, for garbage containers shall be as follows:

2.6.1 Special Events Rental Rates

Per Garbage Container Per Collection Per Day	
90 gallons - \$35.00	300 gallons - \$60.00
4, 6, 8 yard containers - \$70 for delivery and removal / \$25 per collection	

2.6.2 Special Collection Service Rates

<u>Recycling Containers Monthly Fees</u>		
<u>Size</u>	<u>1 container</u>	<u>2 containers</u>
30, 60, 90, 300 gallon	\$ 0	\$ 0
3-4 cubic yards	50	75
6 cubic yards	50	75
8 cubic yards	50	75
 City of Tucson customer discount	 50% off each container	 50% off each container
<p>(A second APC will be provided at no charge; additional containers will be at the rates above. Contaminated loads will be assessed a surcharge of \$25</p>		

<u>Open Top Roll-Off and Compactors for Recycling</u>	
All Sizes	\$80 if COT commercial customer, otherwise \$95 per pull

2.6.3 Steam Cleaning, Painting,

<u>Cubic Yards (CY)</u>	<u>Painting</u>	<u>Steam Cleaning</u>
3-yd	66.00	65.00
4-yd	69.00	65.00
6-yd	72.00	65.00
8-yd	75.00	65.00
OPEN TOP		
20-yd	155.00	125.00
30-yd	162.00	125.00
40-yd	184.00	125.00
COMPACTORS		
20-yd	209.00	185.00
30-yd	217.00	185.00
40-yd	239.00	185.00

2.6.4 Additional Commercial Collection Special Charges and Fees

The following additional fees shall also be charged, as applicable:

- (1) Three hundred fifty dollar (\$350.00) one-time fee for compactor installation and set-up.
- (2) Three hundred fifty dollar (\$350.00) one-time fee for compactor disconnect and removal.
- (3) Thirty-five dollars (\$35.00) for initial delivery or relocation of each commercial container.
- (4) Fifty dollars (\$50.00) for:
 - (a) Each roll-off trip that results in a "dry run" where service was not provided due to a collection location problem;
 - (b) Each "over load or down load" container where the customer has over loaded the commercial container and must unload material prior to service.

2.6.4.1 Additional APC Garbage or Recycling fees:

(a) Recycling program non-participant fee to pull from service or place a container in service.	\$35.00
(b) Service notice violations*	See below**
(c) Recycling program non-participant fee for a second garbage container once a week garbage collection	\$14.00
(d) Additional out of collection zone twice a week garbage collection	\$28.00
(e) Lost or stolen or destroyed container replacement fee:	
1 st Container	\$0
2 nd Container	\$0
3 rd or more containers	\$50.00
	ea.
(f) Downsizing or upsizing exchange; 3 rd container	\$6.00
(g) APC delivery and service per container	\$40.00
(h) Special APC service (each)	\$30.00

*Service Notice Violations include:

- Garbage not contained properly, not bagged and tied
- Non-recyclable materials in recycling container
- Container left at curb
- Container set out late
- Materials surrounding container or protruding from container.
- Improperly placed container
- Container blocked
- Unacceptable materials in garbage container

** 1 st offense - courtesy service notice	\$ 0.00
2 nd offense – courtesy violation warning	\$ 0.00
3 rd offense – notice of violation (1st)	\$10.00
4 th offense – notice of violation (2nd)	\$15.00
5 th offense – notice of violation (3rd or more)	\$25.00

2.6.5 **Assisted Stops (Hand loaded garbage containers for physically challenged customers).** The monthly charges for garbage collection from APC containers or equal numbers of thirty-gallon bags shall be provided at no additional charge above the posted rates.

2.6.6 **Hand loaded residential garbage containers.** The monthly charges for garbage collection from APC containers or equal numbers of thirty (30)-gallon bags shall be as follows:

<u>HAND LOADS</u>	<u>Monthly Fee</u>
Once a week service with recycling service	\$28.00
Twice a week service with recycling	\$56.00

3. **UNCONTAINED ROUTINE REFUSE COLLECTION.**

The City shall provide a fee for service citywide program of uncontained refuse collection on a scheduled basis in accordance with the fee schedule in this resolution. This enhanced solid waste service program is called "Clean Community". The frequency of collection shall be two times per year. In addition, other forms of uncontained refuse collection and disposal services shall be provided for a fee.

3.1 **Uncontained Scheduled Pickups.**

Clean Community will also offer additional collection of uncontained refuse inside the current collection zone in addition to the normal two time per year collection schedule for a cost of service fee. The collection shall be provided to the needs of the resident who agrees to pay for additional service. Other forms of uncontained refuse collection and disposal services shall be provided for a fee during the rest of the year as detailed in Section 3.2. Pickups exceeding ten (10) cubic yards may be collected during the scheduled pickups for a fee of five dollars (\$5.00), for each additional cubic yard over ten (10) cubic yards. **If the Customer does not agree to the fee as determined by the collections staff, the pile will not be collected.** The Customer is still responsible for properly disposing of the material in the pile.

3.2 **Uncontained Call-in Out-of Zone Collection.**

Customer call in for service or special pickups of uncontained refuse shall be provided upon request. A minimum charge of thirty dollars (\$30.00) shall be charged for each such pickup for any oversized items and for piles not exceeding 10 cubic yards. An additional fee of twenty-five dollars (\$25.00) shall be charged for each 15 minutes of on-site collection time for hard to handle material and five dollars (\$5.00) per yard for all yards in excess of 10 yards.

If the Customer does not agree to the fee as determined by the collections staff, the pile will not be collected. The Customer is still responsible for properly disposing of the material in the pile.

3.3 Schedule of Fees

UNCONTAINED, SCHEDULED and CALL-IN OUT-OF-ZONE COLLECTION FEES	
Rates and Fees:	
Normal regular two times per year service monthly fee (10-yard limit) included in the monthly residential rate at no additional charge	
Each additional yard of material in excess of 10 cubic yard limit	\$5.00
Special Additional Minimum Service Fee for material up to 10 cubic yards-out of zone	\$30.00
White goods, water heaters, washers, dryers, stoves, ranges, refrigerators; for each in excess of 10 cubic yard limit	\$25.00
Oversized, hard to handle items and Call-backs – and Out-of-Zone (Equipment & transportation fee):	
Minimum Fee, \$30.00 plus \$25.00 for each 15 minutes of on-site collection time for out-of-zone equipment, transportation and personnel costs (i.e. 15 minutes of service call time equals \$55, 30 minutes equals \$80, etc.)	
	Minimum fee \$55
Car tires; for each in excess of 5 per household	\$5.00
Oversized truck tires larger than 15" up to 22"; for each, off the rim	\$10.00

3.4 Uncontained refuse collection shall be provided in accordance with rules, procedures, and regulations promulgated by the Director.

4. FEES FOR DISPOSAL OF REFUSE OR OTHER SOLID WASTE AT CITY-OPERATED SOLID WASTE FACILITIES.

Fees for disposal of garbage, refuse or other solid waste at City-operated solid waste facilities are designed to assist in recovering the full cost of operation and administration of solid waste management activities.

4.1 For purposes of this Section, the following definitions shall apply:

Commercial hauler means any person delivering garbage refuse or other solid waste to a City-operated solid waste facility and who collects, transports, or disposes of garbage refuse or other solid waste for pecuniary or proprietary gain, benefit, or advantage, or who is delivering garbage refuse or other solid waste that was generated by any commercial activity, whether the commercial activity occurred on commercial or residential premises.

Residential self-hauler means any person delivering garbage refuse or other solid waste to a City-operated solid waste facility who is not a commercial hauler.

4.2 Residential self-haulers.

Fees at the following rates shall be charged to residential self-haulers under the circumstances indicated. For each load carried in a residential self-hauler's vehicle, trailer, or vehicle and trailer combined, and weighing 2,000 pounds or less, the fee shall be \$10.00.

4.2.1. For each load carried in a residential self-hauler's vehicle, weighing more than one ton, the hauler shall pay a fee equal to the applicable commercial fee, \$23.00 per ton, prorated and rounded to the nearest dollar. Residential self-haulers shall not be subject to the minimum fee set forth in subsection 4.3.2, but shall be subject to the special handling fee set forth in subsection 4.3.4, and shall be subject to the unrestrained or uncovered load fee set forth in Section 4.4 in addition to any other fees charged. For example, a residential self-hauler load, properly covered, weighing 2,000 pounds or less would incur a charge of \$10.00, while a load weighing 2,200 pounds would incur a charge of \$23.00 per ton times (2,200/2,000) tons or \$25.30 rounded to \$25.00. Residential self-haulers shall be eligible for the clean soil exemption set forth in subsection 4.3.1.

4.2.2. Recyclable materials accepted in the City's recycling program (excluding clean green waste) and household hazardous waste that are delivered by a residential self-hauler to designated locations at City solid waste facilities for landfill diversion purposes, and kept separate from the rest of the load, are exempt from residential self-hauler fees, and shall not be counted in determining the tonnage of the load.

4.2.3. All fees from residential self-haulers shall be due in cash at the time the load is accepted. Loads over one ton may be paid by check at the time the load is accepted.

4.2.4. The Director or designee shall determine whether a particular load is from a commercial or residential self-hauler and whether the load is securely covered or properly restrained. The hauler shall be required to pay fees based on these decisions prior to acceptance of the load.

4.2.5. Haulers who believe they have been overcharged may submit an affidavit to the Director, in the form prescribed by that officer, providing any supporting evidence of the overcharge. The Director may require the submission by the hauler of additional information necessary to a determination of the issue. If the Director determines that the hauler has overpaid, the difference between the fee charged and the fee based on the decision of the Director shall be refunded to the hauler, or, if an account exists, credited to amounts owed by the hauler. The decision of the Director is final.

4.2.6. The Director may also affirmatively require any hauler claiming residential self-hauler status to sign an affidavit, in the form prescribed by the Director, confirming the hauler's eligibility for such status. The Director may require the submission by the hauler of such additional information as the Director deems necessary to make a determination of eligibility. The Director may treat any hauler refusing to sign such an affidavit, or refusing to provide such information, as a commercial hauler.

4.2.7. A deposit may be required upon entry for residential self-haul vehicle loads that, in the judgement of ES staff, may exceed one ton (2,000 pounds) in accordance with rules, procedures, and regulations promulgated by the Director.

4.3 **Commercial haulers.**

Fees at the following rates shall be charged to commercial haulers for the services or under the circumstances indicated:

4.3.1 **No fees for materials used as cover.**

There shall be no fee charged for disposal of materials such as clean soil that the landfill uses for cover without processing as determined by the Director. If the material is clean soil where the material is not contaminated in any manner or commingled with garbage refuse or solid waste that is subject to a fee then it can be accepted. This exemption must be authorized in writing by the Director prior to delivery to the landfill.

4.3.2 **Minimum fee.**

Where the term "minimum fee" is used in this Section, it shall mean fifteen dollars (\$15.00).

4.3.3 **Garbage or Refuse.**

Except as otherwise provided in subsection 4.3.1 above and subsection 4.3.4 below and not including self-haulers in Section 4.2, the per vehicle fee for disposal of refuse or other solid waste shall be the greater of the minimum fee or twenty-three dollars (\$23.00) per ton (2,000 pounds), prorated and rounded to the nearest dollar.

4.3.4. Special handling fees.

These fees are assessed for the use of personnel, equipment or cover on refuse in a manner other than what would ordinarily be required in normal daily landfill tipping face operations. The per vehicle fee for disposal of garbage refuse or other solid waste requiring special handling services shall be the greater of the minimum special handling fee of seventy-five dollars (\$75.00) or seventy-five dollars (\$75.00) per ton (2,000 pounds), prorated and rounded to the nearest dollar. For waste that requires review to determine acceptability for disposal, the review fee shall be fifty dollars (\$50.00) per hour.

4.3.5 Equivalent fees based on volume.

The Director shall establish equivalent fees based on volume for each type of waste set forth in Sections 4.3.3 and 4.3.4, such equivalent fees to be applied as determined by the Director.

4.4 Unrestrained or uncovered load fee.

In addition to all other charges set forth above, a five dollar (\$5.00) per load fee shall be applied at the entry to a City-operated sanitary landfill site or disposal facility for any garbage, refuse or other solid waste whose transportation vehicle or receptacle, as determined by the Director, is not contained within an enclosed vehicle or is not covered and secured by a tarpaulin or similar material.

4.5 Waiver of landfill tipping fees for neighborhood associations.

The Director is authorized to waive landfill tipping fees for neighborhood associations (NHAs) registered with the City or other non-profit community service organizations and agencies that wish to dump loads at the landfill. The waiver of tipping fees must meet all of the following criteria:

- (a) A request for waiver of landfill tipping fees must be made in writing to the Director by the NHA or non-profit community service organization or agency organizing the event, at least seven (7) day in advance, and
- (b) The organizer of the event will make every effort to source separate the materials into recyclables for delivery to the landfill, and
- (c) The refuse must be residential (as determined in Section 4.2.4) and must have been generated as a result of an organized neighborhood cleanup supervised by the NHA or non-profit community service organization or agency, or the refuse is a result of an illegal dumping as verified by letter to the Director, and
- (d) A copy of the waiver shall accompany any load of waste brought to the landfill.

Any waiver of landfill tipping fees by the Director shall be based on a fair and reasonable evaluation of the circumstances surrounding the cleanup and refuse

collected and on the fact that the benefit to the community shall be commensurate with the value of the waived landfill tipping fee.

4.6 Landfill rules, procedures and regulation.

The Director is hereby authorized and directed to make and impose administrative and operational rules, procedures and regulations necessary to the efficient implementation and enforcement of the provisions of Section 4 as set forth in Chapter 15 of the City of Tucson Code.

5. PAYMENT OF LANDFILL CHARGES.

5.1 Cash System.

Except as provided in Section 5.2, any charge for landfill services shall be paid at the time and as a condition of the landfill use for which the charge is imposed. Only payments in the form of cash, check or similar financial instrument will be accepted subject to reasonable identification requirements.

5.2 Credit System.

5.2.1 Landfill customers who wish to pay for landfill services pursuant to a credit system shall execute and comply with a written credit agreement prepared by the City. The Director is authorized to prepare, enter into, implement and administer landfill credit agreements. The landfill credit agreement shall specify the terms and conditions upon which landfill use shall be provided and for payment of fees, and may contain such additional provisions as are within the custom and practice of the industry, or are deemed necessary by the Director in any particular case(s). The rates charged under any landfill credit agreement shall be consistent with these requirements and schedules.

5.2.2 Except as provided in Section 5.4, landfill credit customers are required to post a refundable minimum deposit of two hundred fifty dollars (\$250.00) or 2 times their highest projected month's tipping fee in the first year in the form of cash or bond that, if the credit account becomes sixty (60) days or more delinquent, shall be applied to the account balance. Such refundable deposit shall be refunded to the customer upon written notice that the company will no longer do business at the facility.

5.3 Credit System Delinquency Policy.

When landfill services credit customers' accounts become sixty (60) days or more delinquent, the Director shall:

- (a) Apply the refundable deposits plus accrued interest earned against the delinquent customers' entire account balances, including both delinquent balances and current balances.

(b) After executing the provisions of paragraph (a) above, refund to those delinquent customers any refundable deposit balances remaining including accrued interest.

(c) Deny credit to delinquent customers for periods of six (6) months following refundable deposit forfeitures.

(d) Accept new refundable deposits from former delinquent customers under the following conditions:

- (1) The six-month period required in paragraph (c) above shall have expired; and
- (2) These customers shall have no unpaid delinquent landfill service balances outstanding; and
- (3) The renewed refundable deposit is adjusted in an amount equal to two times the largest monthly bill preceding the forfeiture.

5.4 Exclusion.

The provisions of Section 5.2.2 do not apply to landfill services credit agreements with governmental agencies.

5.5 Administrative remedy.

(a) Any City landfill customer who is denied credit under the provisions of Section 5.3 paragraph (c) shall be notified of the right to apply within thirty (30) days after a denial to the Director for an administrative hearing.

(b) The Director or authorized representative shall conduct such hearings on an informal basis and render a decision, which may include findings of fact and conclusions of law, in writing within ten (10) days after the hearing, and transmit a copy to the applicant.

(c) Credit may be reinstated only for reasonable cause. The decision of the official conducting the hearing shall be final.

5.6 Limited fee exemption for qualified nonprofit organizations.

5.6.1. Any organization may apply to the Director or his authorized representative for an exemption from payment of garbage service fees and landfill disposal fees otherwise payable under provisions of this article with respect to garbage resulting from the organization's recycling program. The application shall be in writing and shall contain or attach evidence satisfactory to the Director that the organization:

(a) Holds tax-exempt status under 26 U.S.C. Section 501(c)3;

(b) Engages in active and continual operation of a program of acceptance or collection of goods and materials for recycling, whether through resale or other redistribution by the organization, which program results in accumulations of non-reusable goods or materials that must be disposed of as garbage;

- (c) Does not have and will not enter into a recycling franchise agreement or similar arrangement with any non-profit or for-profit organization, the beneficiaries of which are other than the organization applying for exemption;
- (d) Does not locally dispose of garbage separated from goods and materials imported from outside the Metropolitan Tucson area;
- (e) Does not support religious activities with the recycling program; and
- (f) Sets out for collection all garbage resulting from the recycling program by readily identifiable placement separate from other garbage.

Upon determination by the Director or his duly authorized representative that an applicant meets the required criteria, he shall promptly issue a certificate of exemption from garbage service fees and landfill disposal fees imposed by this article to the applicant. The certificate shall state that the exemption is limited to fees otherwise applicable to collection and disposal of garbage directly resulting from the recycling program. The exemption shall run indefinitely or until termination of the recycling program or loss of Section 501(c)(3) status, whichever occurs first.

5.6.2. The Director may at any time give notice in writing to an organization of intent to revoke its exemption for cause, which shall consist of failure to adhere to or fulfill one (1) or more of the criteria set forth in clauses (a) through (f) of minor Section 5.6.1 above. The organization has ten (10) days after receipt of notice to request an appeal hearing. The Director has to set an administrative hearing date not less than ten (10) nor more than thirty (30) days after receipt of the appeal notice from the organization. Within five (5) days after the administrative hearing, the Director shall render a decision in writing and shall state the facts and conclusions upon which the decision to revoke is based. The decision of the Director shall be final.