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**CITY OF FIRCREST  
ORDINANCE NO. 1669**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF FIRCREST, WASHINGTON, AMENDING SECTION 1 OF  
ORDINANCE NO. 1433 and FMC 6.08.010 RELATING TO  
THE COLLECTION AND DISPOSAL OF SOLID WASTE,  
RECYCLABLE MATERIALS AND YARD WASTE  
DEFINITIONS**

**THE CITY COUNCIL OF THE CITY OF FIRCREST DO ORDAIN AS  
FOLLOWS:**

**Section 1.** Section 1 of Ordinance No. 1433 and Chapter 6.08.010 FMC are hereby amended to read as follows:

**6.08.010 Definitions.**

The following definitions shall apply under this chapter:

**A. "Can"** means a 32 gallon receptacle, not to exceed 45 pounds at time of pick up, provided by the customer, made of durable, corrosion-resistant, nonabsorbent material, watertight with close-fitting cover and two graspable handles. No can shall weigh more than 12 pounds empty. A can may only be used for occasional extra garbage and must have an "extra tag" affixed to it for pickup.

**B. "Bag"** shall mean a 32 gallon plastic bag durable enough to be lifted without breaking, not to exceed 40 pounds at time of pick up, provided by the customer. A bag may only be used for occasional extra garbage and must have an "extra tag" affixed to it for pickup.

**C. "Curbside"** shall mean at the curb or up to five (5) feet from the edge of the drivable portion of the road or alley, or as required by Contractor for service. "Curbside" may also be referred to as "curb."

**D. "Packout"** shall mean a carryout service per can from a distance greater than five (5) feet from the edge of the drivable portion of the road or alley. "Packout" may also be referred to as "off curb."

**E. "Drive-in"** shall mean the action of the vehicle leaving the public road to provide service. "Drive-in" may also be referred to as "off curb."

**F. "Medical Infectious Waste"** shall include, but not be limited to, contaminated sharps, human blood and blood products, cultures and stocks of infectious agents and associated biological matter.

**G. "Recyclables"** for curbside collection shall include newspapers, mixed waste paper, cardboard, aluminum cans, tin cans, plastic bottles, and such other materials from time to time as shall be mutually agreeable to both parties to add to or remove from the program. Glass shall be taken by the customer to a drop-off recycling center at the Contractor's office or such other appropriate recycling center.

**H. "Toter"** shall mean a wheeled plastic cart that has the capacity of 12, 24, 48, 64 and 96 gallons. The maximum weight capacity is equal to two pounds per gallon. Toters are provided by the Contractor, dumped mechanically, and are used for garbage collection (12 through 96-gallon) curbside recycling (64 and 96-gallon), multi-family recycling

1 and yard waste recycling (64 and 96-gallon). Customer shall place toter where directed  
2 for automated collection. A toter may also be referred to as a cart or a roll cart.

3 **I. "Rear Load Container"** shall mean a detachable metal container with the size of  
4 one, one and one half or two cubic yards used for the collection and disposal of solid  
5 waste/garbage, attached by hand at the rear of the truck and dumped mechanically. This  
6 container is intended to be placed on a hard, level surface. Such container whose  
7 contents weigh more than 250 lbs. per cubic yard of volume, at the time of pickup shall  
8 be considered overweight and subject to the overweight pickup fee.

9 **J. "Front Load Container"** shall mean a detachable metal container of various cubic  
10 yard sizes, which is loaded directly by the truck by driving straight into the unit with the  
11 front-loading forks. Such container whose contents weigh more than 250 lbs. per cubic  
12 yard of volume, at the time of pickup shall be considered overweight and subject to the  
13 overweight pickup fee.

14 **K. "Drop Box"** means a large-volume (13 cubic yards or greater) detachable container  
15 that can be pulled onto a collection vehicle mechanically and transported to a disposal  
16 site.

17 **L. "Solid Waste/Garbage"** shall mean all putrescible and non-putrescible solid and  
18 semi solid wastes, including but not limited to, rubbish, ashes, demolition and  
19 construction waste, animal and vegetable waste. Solid waste/garbage does not include:  
20 sludge and septage; dangerous, hazardous, or medical infectious waste; automobile  
21 batteries; abandoned vehicles or large auto parts; large appliances; and rubber tires.  
22 Unless indicated otherwise, all solid waste collection services shall be for non-  
23 compacted material.

24 **M. "Glass"** shall mean all jars and bottles of any color. Plate glass, window glass,  
25 mirrors, light bulbs, ceramics or glass kitchen cookware are not included.

26 **N. "Aluminum Cans"** shall mean used beverage and food containers free of contents.

27 **O. "Tin Cans"** shall mean cans and containers composed of tin plated steel, or bi-  
28 metals. Aerosol cans, coat hangers or other scrap metals are not included.

29 **P. "Mixed Paper"** shall mean magazines, junk mail, cereal boxes and cardboard.  
30 Mixed paper shall not include tissue, paper towels, paper plates, plastics and any other  
food contaminated paper products.

**Q. "Newspaper"** shall include only newspaper and catalogs made of newsprint. All  
other paper is mixed paper.

**R. "Yard Waste"** shall mean grass and vegetative material, which occurs naturally and  
is grown on residential or commercial property or is included in the landscaping of such  
property. The term also includes Christmas trees that are free of any decoration and  
flocking. The term does not include rocks, sod, gravel, dirt and sand. In addition,  
branches larger than four (4) inches in diameter and stumps are not included.

**S. "Subcontractor"** shall mean any entity with whom the Contractor has an agreement  
to perform medical infectious waste and drop box service, as provided for in this  
Contract.

**T. "Extra Tag"** shall mean a tag that shall be affixed to any occasional extra solid  
waste/garbage "can" or "bag", in addition to the customers subscribed garbage service.

**U. "Contractor"** means any person, firm, partnership, association, institution or  
corporation who has contracted with the City for the collection, handling and  
transportation of all or part of Fircrest's solid waste, which includes garbage,  
recyclables and yard waste within the City.

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V. "Person" means every person, firm, partnership, association, institution or corporation in the City accumulating garbage, yard waste or recyclables requiring collection; the term also means the occupant and/or the owner of each residential or commercial unit.

W. "Multi-Family Recycling Charge" listed in FMC 6.08.130 applies to each dwelling unit per apartment complex. The charge is assessed even if the property owner/manager requests no service and applies to all units whether occupied or not.

X. "Compacted Containers" shall mean a customer-owned container that compacts the solid waste by mechanical means, that is between 1 and 6 cubic yards in volume and shall be designed for pickup by a front load collection vehicle. Charges for such compacted containers shall be calculated by using the same volume as the non-compacted container rate with weekly pickup as the basis, then multiply that amount times the manufacturer's stated compaction ratio, then multiply that amount times 88%. Multiply that amount times the number of pickups per week if more than one pickup is requested. If a customer mechanically compacts the solid waste either prior to or after being placed into the Company-owned container, the Compacted Containers rate formula shall apply at a 3:1 compaction ration.

**Section 2. Severability.**

Should any part of this title be adjudged invalid for any reason, such adjudication shall not affect the validity of this title as a whole or any part thereof.

**Section 3. Effective Date:** This Ordinance shall become effective March 1, 2021 after passage, approval, and publication as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON,** at a regular meeting thereof this 9<sup>th</sup> day of February 2021.


APPROVED:

  
\_\_\_\_\_  
Hunter T. George, Mayor

ATTEST:

  
\_\_\_\_\_  
Jayne Westman, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael B. Smith, City Attorney

Publication Date:

Effective Date: