

23-00028

ORDINANCE

AMENDING AND RE-ADOPTING ORDINANCE 16678, KNOWN AS THE SOLID WASTE USER FEE ORDINANCE, ADOPTED OCTOBER 25, 2017 SO AS TO AMEND SECTION II (DEFINITIONS), SECTION III (USER FEES FOR COLLECTION AND DISPOSAL-ESTABLISHED), AND OTHER SECTIONS TO BE EFFECTIVE MARCH 1, 2023; AND REPEALING ALL ORDINANCES IN CONFLICT HERewith AND TO PROVIDE THE EFFECT THEREOF.

BE IT ORDAINED by the Metropolitan Council of the Parish of East Baton Rouge and City of Baton Rouge that:

Section 1. Ordinance 16678, known as the Solid Waste User Fee Ordinance, adopted October 25, 2017, is hereby amended and re-enacted to read as follows:

SOLID WASTE FEE ORDINANCE

I. PURPOSE:

The purpose of this Ordinance is to establish a user fee to fund the expenses of the curbside collection and disposal of residential and multi-family generated garbage, yard waste and/or recyclable materials for the entire City of Baton Rouge and Parish of East Baton Rouge (excluding the Cities of Baker and Zachary).

II. DEFINITIONS:

a. Bag: Bag shall mean a non-dissolvable plastic sack with a capacity of up to approximately thirty-five (35) gallons designed or intended to store Municipal Solid Waste with sufficient wall strength to maintain physical integrity when lifted by the top.

b. Beyond Contractor's Control: Beyond Contractor's Control shall mean events that materially and adversely affect Contractor's ability to perform the obligations under the Contract and are not due to Contractor's fault or negligence and could not be avoided by Contractor's exercise of commercially

reasonable efforts. Allowable event does include temporary landfill closure or extreme hazardous weather conditions but does not include economic hardship, manpower shortages for any reason or equipment failure.

c. Billing and Collection Agent or Agents: A water company, corporation, partnership, individual or other legal entity that has contracted with the City-Parish to provide the following services:

1. To mail or deliver each user fee bill to the correct address insofar as possible;
2. To receive and account for user fee revenues paid and remit such monies on a daily basis or other basis as approved by the Director of Finance, as collected, for deposit on behalf of the City-Parish;
3. To maintain books and records open for inspection by the City-Parish during regular business hours at the Service Fee Business Office and the office of the Agent as provided in the agreement between the City-Parish and the agent; and
4. To contract with the City-Parish to assist the Agent in collecting the user fee through the Service Fee Business Office established and maintained by the City-Parish, and to similarly establish other convenient payment options, subject to the approval of the City-Parish and the Agent.

d. Brush: Brush shall mean cuttings or trimmings from trees, shrubs, or lawns and similar materials that are not to be placed into carts. Any carts with brush is deemed an unacceptable set-out.

e. Bulk Waste: Bulk Waste shall mean Municipal Solid Waste composed of materials not easily containerized in a Cart such as, but not limited to, furniture, mattresses and box springs, carpet, bicycles, toilets, and other similar items, provided all such materials must be permitted to be disposed in a Type IV landfill. Bulk Waste shall also include Dead Animals, Christmas trees and Municipal Solid Waste enclosed in Bags or Bundles that is set-out for Collection with Bulk Waste Services. A maximum of three (3) items of Bulk Waste shall be collected per collection under Yard Waste and Bulk Waste Service from a Residential Service Unit.

f. Cart: Cart shall mean a City-Parish or Contractor-provided (and City-Parish owned) leak-proof container with attached lid and wheels with a capacity of between 48- to 96-gallons that allows for the automated or semi-automated collection of Municipal Solid Waste or Recyclables, and approved for use by the City-Parish.

g. City-Parish: The Political Subdivision which includes the incorporated limits of the City of Baton Rouge, the incorporated limits of the City of Central and the unincorporated limits of the Parish of East Baton Rouge (for the purpose of this Ordinance, excluding the Cities of Baker and Zachary).

h. Collect or Collection: Collect or Collection shall mean the act of removing Municipal Solid Waste, Yard Waste, and Bulk Waste for transport to a Disposal Facility authorized by the City-Parish, and the act of removing Recyclables and for transport to a Material Recovery Facility.

i. Commercial Operations of Rental Property: Any work performed by the owner or their designee of either a

multi-family unit or residential unit that is considered rental property is deemed to be commercial operations and is excluded from City/Parish provided residential garbage/trash/recycle services. Examples are move out cleanup, eviction cleanup, remodeling, maintenance operations, etc.

j. Commercial Service Provider: Commercial Service Provider shall mean a provider of commercial services to Residential Service Units or Multi-family Complexes, such as tree trimming, lawn care services, tree cutting or clearing, Land Clearing, construction services, or other professional service contractors at Residential Service Units or Multi-family Complexes.

k. Commercial Solid Waste: Commercial Solid Waste shall mean all types of Solid Waste and Program Recyclable Materials generated by stores, offices, restaurants, warehouses, Commercial Service Providers, landlords from Multi-family Units or Multi-family Complexes, and other non-manufacturing activities, excluding residential and industrial Solid Wastes.

l. Concierge Collection Services: Concierge Collection Services shall mean the collection of residential solid waste and recycling services from the property by walking to the house and retrieving the cart, taking the cart to the collection vehicle, emptying the cart and then returning the cart to the place the cart was retrieved. The cart must be visible from the street.

m. Construction and Demolition Waste: Construction and Demolition Waste shall mean Municipal Solid Waste resulting from construction or demolition projects or land clearing;

includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, plastics, concrete, asphalt, and old corrugated cardboard.

n. Container: Container shall mean Compactor, Dumpster, and Roll-off.

o. Contamination: Contamination shall mean the existence of any other material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials.

p. Contiguous: Touching at any point. Contractor: Person(s) or company(ies) authorized by the City-Parish to perform solid waste collection services on prescribed routes within the City-Parish and authorized to do business in the City-Parish and the State, and Contractor's assignees and Contractor's subcontractors.

q. Curbside: Curbside shall mean within five (5) feet of the street or alleyway that provides primary access to the Residential Service Unit as designated by the City-Parish.

r. DBE: DBE shall mean Disadvantaged Business Enterprise

s. Delivery Facility: Delivery Facility shall mean a Transfer Station or other facility that is able to accept, manage and transport Program Recyclable Materials to a Material Recovery Facility in accordance with Applicable Law. For clarity, a Delivery Facility may also be a Material Recovery Facility.

t. Director: The Director of Finance of the City of Baton Rouge and the Parish of East Baton Rouge or his designated representative or the Director of Environmental Services or their designated Representative.

u. Disposal: Disposal shall mean the authorized deposit of any Solid Waste materials collected under this Contract at a Disposal Facility.

v. Disposal Facility: Disposal Facility shall mean a sanitary landfill, transfer station, incinerator, waste-to-energy facility, waste processing or separation facility, or other Solid Waste Disposal Facility, upon approval by the City-Parish, that is licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and utilized for the receipt or final disposition of Solid Waste generated within the Contract Area. The authorized Disposal Facility for this Contract shall be the City-Parish's North Landfill, located at 16001 Samuels Road, Zachary, LA 70791, unless otherwise agreed to by the City-Parish.

w. Eviction Waste: Eviction Waste shall mean tenant-owned materials removed from a Residential Service Unit or Multi-family Unit resulting from the eviction of a tenant from a Residential Service Unit or Multi-family Unit.

x. Excluded Waste: Excluded Waste shall mean Hazardous Waste, Special Waste, Construction and Demolition Waste, Eviction Waste, whole or partial trees, fence sections, and Commercial Solid Waste.

y. Garbage: Garbage shall mean Solid Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

z. Garbage Services: Garbage Services shall have the same meaning as Municipal Solid Waste Services.

aa. Hazardous Waste:- Hazardous Waste shall mean any Solid Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 et seq., as amended.

bb. Material Recovery Facility: Material Recovery Facility shall mean a facility whose activities include the separation and preparation of Program Recyclable Materials to produce a marketable commodity.

cc. Multi-family Complex: Multi-family Complex shall mean a continuous dwelling, including all Multi-family Units there in, under a common roof of three (three) or more units, whether contiguous or multi-level construction, and shall include, but not be limited to, dwellings considered to be apartment houses, grouped housing, or condominiums.

dd. Multi-Family Unit: Multi-family Unit shall mean each dwelling unit under a common roof of three (3) or more units. Multi-Family Units shall include, but not be limited to, dwellings considered to be apartment houses, grouped housing, or condominiums. Multi-Family Units shall be serviced by Dumpster(s) under this Contract, unless otherwise specified by the City-Parish. Minimum required Dumpster capacity(ies) to be utilized for each Multi-family Complex shall be designated by the City-Parish. Only residential garbage collection is provided. However, no bulky waste collection is provided as the operations of the multi-Family Units is considered a commercial operation. However, at the option exercised in accordance with the regulations of the

single person or legal entity who owns five or more dwelling units on continuous pieces of property, these dwelling units may be treated as commercial units. A management group, as defined in the regulations, or other legal entity which manages the affairs of five or more dwelling units on contiguous pieces of property may apply to the director of Environmental Services and, after compliance with requirements set forth in the regulations, may opt to provide that those units be treated as commercial units not subject to the provision of this ordinance.

ee. Municipal Solid Waste: Municipal Solid Waste shall mean Solid Waste resulting from or incidental to activities of Residential Service Units, Multi-family Units, City-Parish Municipal Facilities, and Additional Services, including Garbage and Rubbish. Municipal Solid Waste shall not include Excluded Waste.

ff. Plan of Government: The Plan of Government of the City and Parish, as now or hereafter amended, which was adopted August 12, 1947, and became effective January 1, 1949.

gg. Recyclables: Recyclable Material shall mean material that has been recovered or diverted from the nonhazardous Solid Waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclables are not Solid Waste. However, Recyclables may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste with respect only to the party actually abandoning or disposing of the material.

hh. Regulations: Rules, guidelines and procedures to be developed, coordinated, promulgated and kept up to date by the Director and referred to in Section VII hereof, for the economic and efficient

administration of the provisions of this Ordinance.

ii. Resident: Resident shall mean a person whom resides at a Residential Service Unit or Multi-family Unit.

jj. Residential Service Unit: Residential Service Unit shall mean a dwelling, excluding Multi-Family Units, within the Contract Area occupied by a person or group of persons. A Residential Service Unit shall be deemed occupied when either an active water or domestic light and power service are being supplied thereto and a minimal fee, as established by the respective utility, is being charged. A Residential Service Unit shall be deemed to be occupied according to this definition for a period of up to thirty (30) days after either an active water or domestic light and power service has been discontinued. Mobile homes, either individually or grouped in mobile home parks shall be considered Residential Service Units and shall be counted as single units. Those units which are occupied but do not have utility service (e.g., privately owned septic and/or water facilities) shall also be eligible for Residential Services under this Contract and Contractor shall be entitled to compensation. Dwelling structures with one dwelling unit (single-family dwelling) or two contiguous dwelling units (duplex dwelling) shall be considered Residential Service Units. Dwelling structures with three (3) or more dwelling units shall be considered Multi-Family Units.

kk. Residential Services: Residential Services shall mean Municipal Solid Waste Services, Recycling Services, and Yard Waste and Bulk Waste Services provided to Residential Service Units.

ll. Rubbish: Rubbish shall mean non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush,

or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

mm. Solid Waste: Solid Waste shall mean any garbage, rubbish, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities, but does not include or mean solid or dissolved material in domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under R.S. 30:2074, or source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954, as amended (42 U.S.C. Section 2011 et seq.), or hazardous waste subject to permits under R.S. 30:2171 et seq.

nn. Solid Waste User Fee or User Fee: The solid waste service charge levied and to be collected hereunder from each resident and multi-family unit.

oo. Treasurer: The Treasurer under the City of Baton Rouge, Parish of East Baton Rouge, Louisiana under the Plan of Government.

pp. Water Company: An individual corporation, partnership, or other private legal entity and the Cities of Baker and Zachary, engaged in the business of providing potable water and water system services within the Parish corporate limits.

qq. White Goods: White Goods shall mean appliances such as refrigerators, stoves, washers, dryers and other large enameled appliances, which do not contain Polychlorinated Biphenyls (PCBs) or Chlorofluorocarbon (CFC) units and have been officially

certified to that effect.

rr. Yard Waste: Yard Waste shall mean cuttings or trimmings from trees, shrubs, or lawns, and similar materials such as grass, leaves, flowers, stalks, tree trimmings, Brush, and branches, including clean woody vegetative material not greater than six (6) inches in diameter that are set out to be collected as a part of the Yard Waste and Bulk Waste Services. Yard Waste shall be contained in Bags, Yard Waste Bags, or placed in Bundles for Collection with Yard Waste and Bulk Waste Services. Total weight of a Bag, Yard Waste Bag, or Bundle and its contents set-out for collection shall not exceed forty (40) pounds. Christmas trees are considered yard waste. Any such material set out to be collected with Municipal Solid Waste Services shall be considered Municipal Solid Waste. Yard Waste does not include stumps, tree trunks, limbs greater than six (6) inches in diameter, roots, or shrubs with intact root balls. A maximum of ten (10) items containing Yard Waste, of any combination (Bags, Yard Waste Bags, and/or Bundles), shall be collected per collection under Yard Waste and Bulk Waste Service, from a Residential Service Unit.

ss. Yard Waste Bag: Yard Waste Bag shall mean Kraft bag or other similar sack made of multi-layer paper, designed to store Yard Waste with sufficient wall strength to maintain physical integrity when lifted. Total weight of a Yard Waste Bag and its contents set-out for collection shall not exceed forty (40) pounds.

tt. Yard Waste and Bulk Waste Service: Yard Waste and Bulk Waste Service shall mean the collection and disposal of Yard Waste and Bulk Waste by the Contractor, pursuant to this Contract. The maximum amount of materials collected per collection under Yard Waste and Bulk Waste Service, per Residential Service Unit, shall be up to ten (10) items of any combination (Bags, Yard Waste Bags,

and/or Bundles) containing Yard Waste and, in addition, up to three (3) Bags, Bundles, or items of Bulk Waste.

III. USER FEES FOR COLLECTION AND DISPOSAL-ESTABLISHED.

The following monthly fees are established for the collection, removal and disposal of garbage, trash and/or recyclable materials and shall be effective March 1, 2023. Rates established under Ordinance 16678 and amendments thereto shall remain in effect prior to that time.

- a. Participating Multi-Family:

PARTICIPATING MULTI-FAMILY UNITS

<u>CUBIC YARDS</u>	<u>RECOMMENDED RATE</u>
2	95.00
4	190.00
6	285.00
8	380.00
10	475.00

- b. Residential Unit Fee: \$35.23 per month.
- c. Residential Unit Fee for residents meeting eligibility requirements for the Low-Income Home Energy Assistance Program: \$30.73 per month.
- d. Residential Unit Fee for each additional garbage or recycling cart above the one provided for garbage and one provided for recycling under item III.b: \$7.00 per month
- e. All fees under subsections a, b, c, and d shall be analyzed on a yearly basis to ensure fees cover all costs associated with services covered by the fee and shall be adjusted once a year on January 1 to cover such costs as approve by the Council.

IV. BILLING OF USER FEE.

- a. The solid waste user fee shall be included as a separate item each month on the sewer/water bills rendered by the Billing

and Collection Agent. Those residents and multi-family units who do not have water service will receive a bill from the Billing and Collection Agent for the solid waste user fee only. Residents and multi-family units who have water service with a water company other than the Billing and Collection Agent will receive a separate bill for the solid waste user fee from the Service Fee Business Office or the Billing and Collection Agent.

b. Nothing herein shall prevent the City-Parish from assuming the functions of the Billing and Collection Agent.

c. The user fee will be billed monthly and in some cases in advance due to cycle billing; however, the Director is authorized to implement advance quarterly billing and collection for those residents and multi-family units who are not billed the solid waste user fee in connection with a sewer bill.

d. If a resident or multi-family unit fails or neglects to pay the solid waste user fee, penalties, interest, NSF charges or reconnect/disconnect charges, the Service Fee Business Office will notify the resident or multi-family unit in writing of the delinquency and shall advise them that one or more utility services will be terminated if payment is not received on or before the date given in the notice.

e. If a resident or multi-family unit has been billed for the user fee and terminates water service, a refund will be available upon request of the resident as provided in the regulations.

f. If a resident or multi-family unit vacates a premises, the outstanding fees and charges may be transferred to any other premises within the City-Parish where they have service. If the outstanding fees and charges are not paid within the time specified, services will be discontinued at the latter premises.

g. The Director(s) may adjust the user fee bill for any resident or multi-family unit upon complaint and subsequent investigation, as provided in the Regulations.

V. PENALTIES, CHARGES, FEES; TOWING AUTHORITY.

a. To assure the solid waste user fees are paid promptly when due, the Director may levy deposits, penalties, interest and disconnect/reconnect fees as established in the Regulations. Deposits, penalties, interest and other fees and charges shall not be in excess of amounts customarily authorized for utility systems in Louisiana. NSF charges shall be authorized under this Ordinance and administered according to procedures set forth in the Regulations.

b. To provide for the disconnection of water service for non-payment of the solid waste user fee where a vehicle is parked in such a manner as to obstruct the water meter, thereby making disconnection impossible, the Director may provide for removal as follows:

1. The Service Fee Business Office shall cause to be placed, either by a representative of that office or the water company, on the interfering vehicle a notice stating that the vehicle is interfering with access to a water meter, giving the owner ten (10) days to move the vehicle, giving a phone number of the employee of the Service Fee Business Office to inform of any special circumstances that might exist, and stating the costs that would be incurred by the resident should the vehicle have to be towed.

2. In addition to the notice, the Service Fee Business Office may order the resident to remove the interfering vehicle. Such order shall include the phone number of an employee

of the Service Fee Business Office empowered to cancel any towing directive upon being given reasonable cause for the failure of the resident to move the vehicle and proof that good faith efforts are being made to pay the outstanding balance of the solid waste user fee. The order shall further require compliance within ten (10) days from service, and shall provide that, should the resident choose to comply by moving the vehicle, in order to avoid a fee for requiring a visit by the tow truck, the resident must notify the Service Fee Business Office that the vehicle no longer interferes with access to the water meter. The order shall be served upon the resident personally or by certified mail.

3. If the resident refuses to comply with the order, after an additional ten (10) days have lapsed from the service of notice and no satisfactory explanation has been received by the Director for the failure of the resident to move the vehicle, the vehicle may be towed away to permit access to the water meter at the expense of the resident. The water service of the resident may not be reconnected until all payments including the towing service have been paid.
4. The towing company responsible for the service detailed in this Section shall be selected in accordance with the Public Bid Law, R.S. 38:2211, et seq.

VI. RESPONSIBILITY FOR USER FEE.

- a. All residential water service customers shall be billed and shall be responsible for payment of the user fee. Application

for water service to a residential unit shall automatically be considered application for solid waste collection. The user fee for residential units not receiving water service shall be billed to the tenant or the owner of the property on which such unit is located, as shown on the latest available real property tax bill.

b. All owners of participating multi-family units, as shown on the latest available real property tax bill, shall be billed and shall be responsible for payment of the user fee. Application for water service by the owner to a multi-family unit shall automatically be considered application for solid waste collection.

c. The Director may authorize the termination of solid waste collection services to a residence or multi-family unit when water service to that unit is terminated for non-payment of the solid waste user fee.

VII. REGULATIONS.

The Director is hereby empowered, authorized and directed to prepare and promulgate regulations necessary to collect and administer the user fee authorized by the Ordinance.

VIII. SERVICE FEE BUSINESS OFFICE.

The City-Parish shall maintain jointly with the Billing and Collection Agent and Service Fee Business Office for the purpose of providing services to citizens of the City-Parish. This office, under the Director, shall provide multiple services including receiving payment of fees, correcting or adjusting statements, answering questions, receiving and acting on billing complaints, sending delinquent notices and issuing termination of service orders.

IX. EXEMPTIONS FROM USER FEE.

No free services shall be provided by the Contractor to any place of residence, building, facility or other premises, and all residents shall pay the user fee provided for herein without exemption or discrimination.

X. SEVERABILITY.

If any provision or item of the Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provisions and to this end the provisions of this Ordinance are hereby declared "severable".

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.