

**CITY OF COFFMAN COVE, ALASKA  
ORDINANCE 23 01**

**AN ORDINANCE AMENDING SECTION 7.05 OF TITLE VII (UTILITIES) OF THE  
COFFMAN COVE CODE OF ORDINANCES TO AMEND LANGUAGE TO CHAPTER 7.05  
SECTION 7.05.090 ORGANIC WASTE DISPOSAL**

BE IT ENACTED BY THE COFFMAN COVE CITY COUNCIL AS FOLLOWS:

**Section 1. Purpose.**

To add, delete and amend the language of TITLE VII: UTILITIES.

**Section 2. Classification.**

This Ordinance is of general and permanent nature and shall become part of the Municipal Code.

**Section 3. Prior Ordinance superseded.**

This Code supersedes any and all Ordinances adopted prior to this code and not included within this Code at the time of this Code's adoption.

**Section 4. Severability.**

If in any provision of this Ordinance or application thereof to any person or circumstance is held invalid, the remainder of this Ordinance shall not be affected thereby.

**Section 5. Titles and Chapters adopted and/or amended:**

**Section 7.05.010                      Definitions**

- A. "Business Establishments" means any building or component part thereof, wherein there is conducted any type of commercial business, for retail, wholesale, professional, or otherwise.
- B. "City" shall mean the City of Coffman Cove.
- C. "Combustible Refuse" means all prepared garbage, trash, and refuse, which can be consumed or largely consumed by fire.
- D. "Container" shall mean metal cans, plastic cans and bags, or metal boxes with lids commonly referred to as dumpsters.
- E. "Hazardous Waste" means wastes defined in Section 7.
- F. "Noncombustible Refuse" means all ashes and refuse which cannot be consumed or largely consumed by fire.
- G. "Person" means any person, firm, partnership, association, institution, corporation, or governmental agency.
- H. "Prepared Solid Waste" means waste material from kitchens, dining rooms, and similar places, from which liquids have been drained and solid matter separately wrapped or contained.

- I. "Raw Solid Waste" means waste material not prepared as in subparagraph H of this section.
- J. "Refuse" shall be synonymous with the terms "garbage", "solid waste" and "waste" and shall mean and include, but not limited to. Sweeping; cleanings; trash; rubbish; litter; ashes; offal; animal excreta; animal carcasses; tree or shrub trimmings; dirt; paper; cartons; boxes; wood; metals; tin cans; brick; plaster; industrial wastes; domestic wastes; leaves; residue of animals sold as meat; fruit, or vegetable matter from kitchens, dining rooms, market places dealing or handling meats, fowl, fruit, grain, vegetables; or any waste substance which may become a nuisance. The term shall not include earth and wastes from building operations, nor shall it include solid wastes resulting from industrial processing and manufacturing operations such as food processing.
- K. "Residence" means any private dwelling.
- L. "Organic Waste" means any biodegradable matter including dirt, rock, trees, brush, mud, etc.

Section 7.05.090      Organic Waste Disposal

- A. The City provides an allotted bay area for disposal of organic waste for local contractors which will be contingent on following City policy and will be available on a first come, first served basis. All waste shall be organic biodegradable dirt, rock, trees, brush, mud, etc., and shall be dumped in the allotted bay. ~~[that best facilitates organization and cleanliness of the area. Appropriate materials will be dumped in the designated burn area only and not burned until date is approved by City Staff allowing for the safest weather conditions to do so.]~~ *Any excess overburden will be expelled over the side of hilltop.*
- B. A daily log shall be kept of all waste dumped with information on where it came from, including the date dumped. At any time, the City may ask to see the contractor's billing to verify all waste payments have been made. The waste area shall be maintained by the contractor at the contractor's expense.
- C. A \$500 initial deposit for contractors will be due to satisfy the Waste Area Agreement & Account Application (See Attachment I) in conjunction with the regular \$1/yard waste area fee. All other payments must be made when the job is completed or monthly, whichever is first and all paperwork must be turned in at that time. If payment is not provided with paperwork within a timely manner, the City may require daily payment.
- D. The gate to the waste area must be kept locked when not hauling. The gate must be closed every night. Failure to close the gate may result in higher dump fees. Any illegal dumping should be reported immediately to the City office. Private Individuals/Non-Contractors will only be allowed to dump when accompanied by a City employee.

**NOW, THEREFORE, BE IT ENACTED BY THE COFFMAN COVE CITY COUNCIL,  
AS FOLLOWS:**

**New language: *italics and underlined*; Deleted language: [~~in bold brackets and  
stricken.~~]**

**1<sup>st</sup> READING: September 15<sup>th</sup>, 2022**

**2<sup>ND</sup> READING: October 20<sup>th</sup>, 2022**

**PUBLIC HEARING: October 20<sup>th</sup>, 2022**

**PASSED AND APPROVED** by the Coffman Cove City Council on this 20<sup>th</sup> day of October,  
2022.

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Mikael Ashe, Mayor

ATTEST:

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Terra Green, Clerk