

**AN ORDINANCE AMENDING CHAPTER 51: SEWERS
CITY OF FORT WAYNE, CODE OF ORDINANCES**

WHEREAS, in 2020, the Common Council of the City of Fort Wayne, Indiana ("Common Council") adopted Ordinance G-6-20, which authorized the city to enter into agreements with one or more waste haulers to provide maintenance and cleaning services for interceptors and traps used by food service establishments within the city's sewer service territory; and

WHEREAS, the city is in the final stages of developing a new and innovative program called the City Utilities Grease Cooperative ("Cooperative"), which is a voluntary program intended to help food service establishments within the city's sewer service territory to ensure proper maintenance of grease interceptors and traps, while also allowing the city to further explore the use of fats, oils, and grease as a renewal energy source; and

WHEREAS, the city has negotiated an agreement with a waste hauler to provide maintenance and cleaning services on behalf of food service establishments within the city's sewer service territory that elect to participate in the Cooperative; and

WHEREAS, under the agreement with the waste hauler, the city will perform administrative functions such as scheduling services and coordination of billing for food service establishments participating in the Cooperative; and

WHEREAS, in consideration of their participation in the Cooperative, food service establishments will pay a monthly fee as part of their regular utility bill; and

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana has recommended approval of the table of fees set forth in this ordinance for food service establishments that elect to participate in the Cooperative.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 51.073 "Bulk Waste Charges" is deleted in its entirety and replaced with the following;

§ 51.073 BULK WASTE CHARGES.

- (A) *Bulk industrial waste charge.* All industrial waste suitable for disposal, which has been delivered by an approved waste hauler to city's plant. For purposes of computing charges hereunder, a **LOAD** is defined as 1,000 gallons of tank capacity or any fraction thereof.

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Discharge	1,000 gallons	\$123.67	\$124.05	\$124.33	\$129.85	\$136.57
Billing Charge	Per bill	\$5.51	\$5.57	\$5.81	\$6.02	\$6.15

(B) *Domestic*. All domestic waste delivered to the city's plant by customer's truck or tank. For purposes of computing charges hereunder, a **LOAD** is defined as 1,000 gallons of tank capacity or any fraction thereof.

	Unit of Measure	Effective 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023	Effective January 1, 2024
Discharge	1,000 gallons	\$64.52	\$64.72	\$64.87	\$67.74	\$71.25
Billing Charge	Per bill	\$5.51	\$5.57	\$5.81	\$6.02	\$6.15

(C) *Contracted services*. The city or its designated agent may enter into agreements with producers of bulk waste to deliver waste to the city's plant on terms and conditions that are mutually acceptable to the producer and the city or its designated agent. For purposes of this subsection, the city or its designated agent shall have the authority to negotiate the pricing for the delivery and acceptance of waste from each producer, taking into consideration factors such as volume and quality of waste and any other factors determined to be appropriate by the city or its designated agent.

(D) *Manifest*. All bulk waste loads delivered to the water pollution control plant shall be accompanied by a "waste hauler manifest," the form for which will be provided by the city or an agent working on the city's behalf.

SECTION 2. That Section 51.073.5 "FOG Grease Cooperative" is added to the Fort Wayne Code of Ordinances as a NEW section, to read as follows:

§ 51.073.5 CITY UTILITIES GREASE COOPERATIVE.

(A) City Utilities Grease Cooperative. To improve the sustainability of the city's POTW and continue to explore the use of fats, oils, and grease as a renewable energy supply, the city may enter into agreements with waste haulers to provide maintenance and cleaning services for interceptors and traps used by food service establishments. Subject to the terms of this section, the Board of Public Works is authorized to develop terms and conditions regarding participation in any such maintenance and cleaning program by food service establishments.

(B) Monthly service fees. Fees for food service establishments that participate in the City Utilities Grease Cooperative shall be as follows:

<i>Program Fees</i>	<i>Quantity*</i>	<i>Unit of Measure***</i>	<i>Monthly Fee</i>
Outdoor Grease Interceptor – Administrative Service Charge	1.00	Equivalent Outdoor Interceptor	\$16.25
Outdoor Grease Interceptor – 4 per year service	1.00	Equivalent Outdoor Interceptor	\$108.33
Outdoor Grease Interceptor – 6 per year service	1.00	Equivalent Outdoor Interceptor	\$162.50
Outdoor Grease Interceptor – 12 per year service	1.00	Equivalent Outdoor Interceptor	\$325.00

Indoor Grease Interceptor – Administrative Service Charge	1.00	Equivalent Indoor Interceptor	\$17.92
Indoor Grease Interceptor – 12 per year service	1.00	Equivalent Indoor Interceptor	\$212.50
Outdoor Grease Interceptor – Tank Cleaning**	1.00	Equivalent Outdoor Interceptor	\$125.00

*Quantity will be not less than 1.00, but could be anything above that, rounded to two (2) decimal places

** This fee, once activated, will automatically roll off after 12 months

*** Definitions:

Equivalent Outdoor Interceptor (EOI): 1.00 = 1,000 gallons, pro-rated by gallons for quantities above 1.00 (e.g., a 1,700 gallon interceptor would have a quantity of 1.70)

Equivalent Indoor Interceptor (EII): 1.00 = 250 gallon grease interceptor, increased by units of .25 for each EII above 1.00, minimum quantity is 1.00.

(C) Issuance of Bills; Delinquency. The fees provided in this section shall be added to the customer's regular monthly utility bill and shall be due and payable at the same time as other charges for utility services reflected in the bill. Fees that are not paid by the due date stated in the bill shall be considered delinquent. In the case of delinquent fees for services provided in connection with the City Utilities Grease Cooperative, the city shall have all of the remedies set forth in this chapter, which shall be in addition to any other remedies set forth in the terms and conditions of enrollment established by the Board of Public Works.

SECTION 3. Except for the foregoing amendments, the remaining sections of Chapter 51 of the City of Fort Wayne, Indiana, Code of Ordinances shall remain in full force and effect.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor and due legal publication hereof.

Council Member

APPROVED as to form and legality

Malak Heiny, City Attorney

CHAPTER 51: SEWERS

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§ 51.073 BULK WASTE CHARGES.

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~~—(D) Manifest. All bulk waste loads delivered to the water pollution control plant shall be accompanied by a "waste hauler manifest," the form for which will be provided by the city or an agent working on the city's behalf.~~

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(Ord. G-19-14, passed 7-22-14; Am. Ord. G-6-20, passed 2-25-20)