

RESOLUTION NO. 682

A RESOLUTION ESTABLISHING SOLID WASTE DISPOSAL RATES FOR UNITED DISPOSAL SERVICE, INC., OPERATION IN THE CITY OF WILSONVILLE.

WHEREAS, under the provisions of Ordinance No. 204, enacted on February 2, 1982, the City of Wilsonville renewed the franchise for solid waste management and services with United Disposal Service, Inc.; and

WHEREAS, Section 13 of Ordinance No. 204 provides for the establishment of rates by City Council approving a Resolution; and

WHEREAS, the Franchisee has applied to the City for a rate increase to cover the increased costs of doing business that have occurred due to the disposal fee increase by Metro. The Franchisee has submitted supporting information satisfactory to the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby adopt this Resolution and incorporates by the attached Exhibit "A" of three pages setting forth the maximum rates to be charged by the Franchisee for the services set forth, with such rates to be effective November 1, 1988.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 15th day of August, 1988, and filed with the Wilsonville City Recorder this same date.

William E. Stark
WILLIAM E. STARK, Mayor

ATTEST:

Vera A. Rojas
VERA A. ROJAS, City Recorder

Summary of Votes:		Mayor Stark:	<u>AYE</u>
Councilor Braymen:	<u>ABSENT</u>	Councilor Clarke:	<u>AYE</u>
Councilor Edwards:	<u>AYE</u>	Councilor Jameson	<u>AYE</u>

UNITED DISPOSAL SERVICE, INC.
 180 S. Pacific Hwy.
 Woodburn, Oregon 97071
 PH. 981-1278

CITY OF WILSONVILLE

Effective Date: November 1, 1988

I. RESIDENTIAL RATE ON MONTHLY BASIS:

1 STOP PER WEEK - 32 Gallon Can	1 CAN	EACH ADDITIONAL CAN
	\$10.10	\$7.85

NOTES ON RESIDENTIAL SERVICE: (1) IN TRAILER COURTS WHERE OWNER OF PARK IS RESPONSIBLE FOR PAYMENT AND WHERE CANS ARE AT THE CURB, THE CHARGE WILL BE \$9.15 PER CAN. (2) OCCASIONAL EXTRA CAN FOR A REGULAR CUSTOMER SHALL BE \$2.35 (3) THE MINIMUM CHARGE FOR ANY STOP FOR AN OCCASIONAL CUSTOMER SHALL BE \$4.20 (4) STATE ACCIDENT INSURANCE FUND SAFETY RECOMMENDATIONS SHALL BE FOLLOWED. THESE ARE THE CAN SHALL NOT EXCEED 32 GALLONS AND 60 POUNDS. CANS TO BE OF RECOMMENDED TYPE AND LOCATED IN ACCORDANCE WITH S.A.I.F. RECOMMENDATIONS.

II. COMMERCIAL CAN RATE ON MONTHLY BASIS - 32 GALLON CAN:

1 STOP PER WEEK		2 STOPS PER WEEK		3 STOPS PER WEEK	
1 Can	Each Add'l Can	1 Can	Each Add'l Can	1 Can	Each Add'l Can
\$10.70	\$8.75	\$21.35	\$17.50	\$32.15	\$26.10

NOTES ON COMMERCIAL SERVICE: (1) ADDITIONAL CANS SHALL BE \$8.75 PER MONTH MULTIPLIED BY THE NUMBER OF STOPS PER WEEK. (2) AN EXTRA CHARGE OF 25% WILL BE MADE FOR EACH ADDITIONAL FLIGHT OF STAIRS. (3) EXTRA CHARGE MAY BE MADE FOR GARBAGE WHICH IS NOT READILY AVAILABLE ON COLLECTION DAY OR WHICH NEEDS ADDITIONAL JANITORIAL SERVICE. (4) BRUSH OR LIMBS ARE TO BE BUNDLED AND AT THE CURB. (5) THE CHARGE FOR MULTIPLE UNITS OF ANY TYPE SHALL BE TO THE OWNER OF THE UNITS. (6) AN EXTRA CHARGE MAY BE MADE FOR SERVICE THAT INCURS ADDITIONAL DISPOSAL COSTS SUCH AS TIRES, MAJOR APPLIANCES, ETC. OR FOR HANDLING OVERSIZED, ODOROUS, DANGEROUS OR LIQUID ARTICLES. (7) WHEN A STOP USES 7 OR MORE 32 GALLON CANS, THE COLLECTOR MAY REQUIRE THAT THE SERVICE BE SHIFTED TO A CONTAINER TYPE SERVICE.

III. RESIDENTIAL RATE ON MONTHLY BASIS FOR CURBSIDE CART SERVICE:

STOP PER WEEK - CART AT THE CURB	60 Gal. Cart	90 Gal. Cart
	\$13.80	\$14.50
IN MOBILE HOME PARK WHERE OWNER IS RESPONSIBLE FOR PAYMENT	\$12.70	\$13.05

IV. COMMERCIAL RATE ON MONTHLY BASIS FOR CURBSIDE CART SERVICE:

1 STOP PER WEEK		2 STOPS PER WEEK		3 STOPS PER WEEK	
60 Gal.	90 Gal.	60 Gal.	90 Gal.	60 Gal.	90 Gal.
\$17.30	\$18.70	\$34.60	\$37.40	\$51.90	\$56.10

NOTES ON RESIDENTIAL AND COMMERCIAL CURBSIDE CART SERVICE: (1) ADDITIONAL CARTS SHALL BE AT 100% OF THE FIRST CART RATE MULTIPLIED BY THE STOPS PER WEEK. (2) THIS SERVICE IS NOT MANDATORY. CAN SERVICE WILL STILL BE PROVIDED.

(3) FRANCHISEE RESERVES THE RIGHT TO REFUSE CARTS TO ANY CUSTOMER WHERE THE USE IS NOT COMPATIBLE WITH THE CART. (4) ALL CARTS WILL BE PROVIDED BY FRANCHISEE. (5) CARTS WILL BE PROVIDED ONLY FOR REGULAR, WEEKLY CUSTOMERS WHO REQUEST THE SERVICE. NO CARTS WILL BE PROVIDED ON AN ON-CALL BASIS. (6) THE WEIGHT OF THE 90 GALLON CART AND CONTENTS SHALL NOT EXCEED 180 POUNDS AND THE WEIGHT OF THE 60 GALLON CART AND CONTENTS SHALL NOT EXCEED 120 POUNDS. (7) CARTS WILL BE PICKED UP AT CURBSIDE ONLY AND MUST BE THERE PRIOR TO THE REGULARLY SCHEDULED TIME OF COLLECTION. (8) CARTS SHALL BE AT CURBSIDE NO MORE THAN 24 HOURS PRIOR TO COLLECTION, AND SHALL BE REMOVED WITHIN 24 HOURS AFTER COLLECTION OF SOLID WASTE BY THE FRANCHISEE. (9) THE CHARGE FOR MULTIPLE UNITS OF ANY TYPE SHALL BE TO THE OWNER OF THE UNITS. (10) WHERE CUSTOMERS WITHIN A TRAILER PARK OR APARTMENT COMPLEX HAVE INDIVIDUAL PICK-UP FOR EACH UNIT, THE RESIDENTIAL RATE SHALL BE CHARGED. WHERE SUCH CUSTOMERS HAVE SHARED PICK-UP, THE COMMERCIAL RATE SHALL BE CHARGED. (11) AN EXTRA CHARGE MAY BE MADE FOR SERVICE THAT INCURS ADDITIONAL DISPOSAL COSTS SUCH AS TIRES, MAJOR APPLIANCES, ETC. OR FOR HANDLING OVER-SIZED, ODOROUS, DANGEROUS OR LIQUID WASTE. AN EXTRA CHARGE MAY BE MADE FOR GARBAGE WHICH NEEDS ADDITIONAL JANITORIAL SERVICE.

V. CONTAINER RATES ON A MONTHLY BASIS: (a) FOR LOOSE MATERIAL

STOPS PER WEEK:	ONE	TWO	THREE
ONE YARD	\$57.85	\$108.74	\$159.80
ONE-ONE/HALF YARD	\$79.25	\$149.75	\$220.30
TWO YARDS	\$102.85	\$194.50	\$286.30

(b) FOR COMPACTED MATERIAL

WHERE THE COMPACTED CONTAINER CAN BE DUMPED INTO THE COLLECTION TRUCK, THE CHARGE WILL BE DOUBLE THE ABOVE LOOSE RATE, AND THE COMPACTOR SHALL BE COMPATIBLE WITH THE EQUIPMENT OF THE COLLECTOR. (IN ACCORDANCE WITH WORKERS COMPENSATION BOARD REGULATIONS).

(c) CHARGE FOR LARGER CONTAINERS AND ADDITIONAL STOPS

FOR LARGER CONTAINERS, THE CHARGE SHALL BE A MULTIPLE OF THE PRICE FOR THE TWO YARD CONTAINER FOR THE RELEVANT NUMBER OF STOPS PER WEEK. FOR MORE THAN THREE STOPS PER WEEK, THE RATE SHALL BE THE DIFFERENCE BETWEEN THE SECOND AND THIRD STOP PER WEEK FOR EACH ADDITIONAL STOP, MODIFIED AS NECESSARY FOR CONTAINERS LARGER THAN TWO YARDS.

(d) MISCELLANEOUS PROVISIONS FOR CONTAINERS

THE CHARGE FOR THE USE OF THE CONTAINER IS INCLUDED IN THE PRICE FOR SERVICE. THE MINIMUM CHARGE FOR A CONTAINER SHALL BE THE ONE STOP PER WEEK RATE. WHILE NO RENTAL CHARGE WILL BE MADE ON CONTAINERS, WHERE CONTAINERS ARE USED IN HANDLING MATERIAL THAT CAUSES EXCESSIVE WEAR OR DAMAGE, AN ADDITIONAL CHARGE MAY BE MADE FOR SUCH WEAR OR DAMAGE. THE CHARGE FOR DELIVERY OF A CONTAINER TO AN OCCASIONAL CUSTOMER SHALL BE \$13.75. THE CHARGE FOR EMPTYING SAID OCCASIONAL CONTAINER SHALL BE BASED ON THE FIRST STOP PER WEEK RATE.

VI. DROP BOX SERVICE RATES: (a) FOR LOOSE MATERIAL

THE CHARGE SHALL BE \$2.95 PER YARD FOR 20 and 30 YARD DROP BOXES AND \$2.80 PER YARD FOR 40 YARD DROP BOXES. IN ADDITION, THERE SHALL BE A \$50.70 PER MONTH RENTAL CHARGE ON A BOX. FOR BOXES LEFT ON AN OCCASIONAL BASIS, THERE

SHALL BE A RENTAL CHARGE OF \$3.80 PER DAY AFTER 48 HOURS ON A LOCATION. THE COST OF DISPOSAL SHALL BE CHARGED IN ADDITION TO THE YARDAGE AND RENTAL CHARGES.

(b) FOR COMPACTED MATERIALS
THE CHARGE SHALL BE \$4.50 PER YARD PLUS COST OF DISPOSAL WHERE THE CUSTOMER FURNISHES THE COMPACTOR DROP BOX. HOWEVER, FOR A 15 YARD OR SMALLER COMPACTED DROP BOX, A COMPACTOR OF ANY KIND THAT HAS TO BE HAULED TO THE LANDFILL AND RETURNED TO THE CUSTOMER, THE SERVICE FEE SHALL BE \$72.95 PLUS COST OF DISPOSAL. IF THE COLLECTOR AGREES TO FURNISH THE COMPACTOR, THE RENTAL SHALL BE THE CURRENT RATE THE COLLECTOR WOULD PAY ON A LEASE-PURCHASE. BEFORE ACQUIRING A COMPACTOR, THE CUSTOMER MUST MAKE CERTAIN THE COMPACTOR TO BE ACQUIRED IS COMPATIBLE WITH THE EQUIPMENT OF THE COLLECTOR OR THE EQUIPMENT THE COLLECTOR IS WILLING AND ABLE TO ACQUIRE (AND MUST COMPLY WITH WORKERS COMPENSATION BOARD REGULATIONS AND OREGON ADMINISTRATIVE RULES).

VII. MISCELLANEOUS SERVICES AND PROVISIONS:

(a) HOURLY HAULING RATES
(Plus Cost of Disposal)

ONE TRUCK AND ONE MAN - \$42.00 PER HOUR
ONE TRUCK AND TWO MEN - \$57.40 PER HOUR

(b) EACH LOCATION OF CANS WILL BE BILLED AS A SEPARATE ACCOUNT UNDER THIS SCHEDULE.

(c) WHEN MATERIALS OR CUSTOMER ABUSE CAUSES EXCESSIVE WEAR OR DAMAGE TO THE DROP BOX, THE COST OF REPAIR OR REPLACEMENT MAY BE CHARGED TO THE CUSTOMER.

(d) THE WEIGHT OF MATERIAL PUT INTO A CONTAINER OR DROP BOX, WHETHER COMPACTED OR UNCOMPACTED, SHALL NOT EXCEED THE LIFTING CAPACITY OF THE COLLECTOR'S EQUIPMENT NOR SHALL THE WEIGHT PUT THE COLLECTOR OVER THE WEIGHT LIMIT FOR THE LOADED VEHICLE. THE COLLECTOR SHALL FURNISH THE CUSTOMER WITH INFORMATION CONCERNING LIMITATIONS ON HIS EQUIPMENT, UPON REQUEST.

(e) IF MATERIALS ARE DIVERTED TO A DIVERSION FACILITY, THE DISPOSAL FEE SAVINGS WILL BE PASSED ON TO THE CUSTOMER, BUT THE HOURLY HAULING RATE SHALL BE CHARGED IN ADDITION TO THE COLLECTION AND DISPOSAL FEE BECAUSE OF THE EXTRA DISTANCE TO THE DIVERSION FACILITY. (IN MANY INSTANCES THERE WILL STILL BE A SAVINGS TO THE CUSTOMER.)

(f) EVERY PERSON WHO GENERATES OR PRODUCES SOLID WASTE SHALL HAVE ALL PUTRESCIBLE WASTES REMOVED AT LEAST EVERY 7 DAYS, WITH MORE FREQUENT REMOVAL IF NECESSARY TO PREVENT HEALTH HAZARDS, NUISANCES OR POLLUTION IN ACCORDANCE WITH OAR 340-61-070(3).