

REPEALED

Repealed by
Ord # 168

ORDINANCE NO. 120

AN ORDINANCE RELATING TO SOLID WASTE MANAGEMENT IN THE CITY OF DETROIT, OREGON, INCLUDING BUT NOT LIMITED TO, GRANTING TO PACIFIC SANITATION CO., THE EXCLUSIVE FRANCHISE TO COLLECT, TRANSPORT AND CONVEY SOLID WASTE OVER AND UPON THE STREETS OF CITY; TO RECYCLE, REUSE, DISPOSE OF OR RECOVER MATERIALS OR ENERGY FROM SUCH SOLID WASTE; CREATING NEW PROVISIONS; REPEALING ORDINANCE NO. 45 AND ALL AMENDMENTS THERETO; AND DECLARING AN EMERGENCY.

"The City of Detroit, Oregon ordains as follows:"

Section 1. Short Title. This ordinance shall be known as the "Solid Waste Management Ordinance" and may be so cited and pleaded and shall be cited herein as "this ordinance".

Section 2. Purpose, Policy and Scope.

(1) It is declared to be the public policy of the city of Detroit to regulate solid waste management to:

- a) Ensure safe, economical, financially stable, reliable and comprehensive solid waste service;
- b) Ensure rates that are just, fair, reasonable and adequate to provide necessary public service and to prohibit rate preferences and other discriminatory practices;
- c) Provide technologically and economically feasible resource recovery by and through the franchisee; and
- d) Provide the opportunity to recycle.

(2) Except for the franchisee under this ordinance, no person shall:

- a) Provide service for compensation or offer to provide or advertise for the performance of such service;
- b) Provide service for compensation to any tenant, leasee or occupant to any real property of such person.

Section 3. Definitions. As used in this ordinance the following words mean:

Compensation. Includes:

(1) Any type of consideration paid for including, but not limited to, rent, the proceeds from resource recovery and any direct or indirect provision for payment of money, goods, services, or benefits by tenants, leasees, occupants, or similar persons.

(2) The exchange of service between persons; and

(3) The flow of consideration from the person owning or possessing the solid waste to the person providing service, or from the person providing service to the person owning or possessing the same.

Council. The city council of the city of Detroit.

Franchisee. The person granted the franchise by Section 4 of this ordinance, or a subcontractor to such person.

Person. An individual, partnership, association, corporation trust, firm, estate, or other private legal entity.

Resource Recovery. The process of obtaining useful material or energy resources from solid waste, including energy recovery, materials recovery, recycling or reuse of solid waste.

Service. Storage, collection, transportation, treatment, utilization, processing and final disposal of, or resource recovery from solid waste; and providing facilities necessary or convenient to such activities.

Solid Waste. All putrescent and non-putrescent wastes, including but not limited to garbage, rubbish, refuse, ashes, swill waste paper and cardboard, grass clippings, compost, residential, commercial, and industrial demolition and construction wastes, discarded residential, commercial, and industrial appliances, equipment, and furniture, discarded, inoperable, or abandoned vehicles or vehicle parts, and vehicle tires, manure, vegetable or animal solid or semisolid waste, dead animals, and all other wastes not excepted by this subsection. Solid waste does not include:

(1) Hazardous wastes as defined by or pursuant to ORS 466.005.

(2) Sewer sludge and septic tank and cesspool pumping or chemical toilet waste.

(3) Reusable beverage containers as defined in ORS 459.860.

Solid Waste Management. Management of service.

Waste. Material that is no longer usable by or that is no longer wanted by the last user, producer or source of the material, which material is to be disposed of or be resource recovered by another person.

Section 4. Exclusive Franchise and Exceptions. There is hereby granted to Pacific Sanitation Co., the exclusive right, privilege and franchise to provide service in, and for that purpose to utilize the streets and facilities of the city of Detroit. Nothing in this franchise or this section or ordinance shall prohibit any person from transporting solid waste he produces himself to an authorized disposal site or resource recovery facility providing he complies with Section 14 (5) of this ordinance. Solid waste produced by a tenant, licensee, occupant, or similar person is produced by such person, not the landlord or property owner.

Section 5. Franchise Term. The rights, privileges, and franchise herein granted shall begin January 1, 1994 and continue and be in full force to and including December 31, 1998. Franchisee shall have an option to renew this franchise ordinance for and additional 10 years upon the following terms and conditions:

(1) Franchisee shall be in compliance with the provisions of this ordinance, and shall be providing reasonably good service.

(2) Franchise fee shall be adjusted if deemed necessary by the council.

Section 6. Franchise Fee. In consideration of the rights granted by this ordinance, franchisee shall pay to city an amount equal to 3% of the gross compensation collected by franchisee for its operation of such service.

Section 7. Franchise Responsibility.

(1) The franchisee shall:

a) Dispose of solid wastes collected at a site approved by the local government unit having jurisdiction of the site or recover resources from the solid wastes, both in compliance with ORS Chapter 459 and regulations promulgated thereto.

b) Provide the opportunity to recycle consistent with ORS Chapter 459 and regulations promulgated thereto.

c) Provide and keep in force public liability insurance in the amount of not less than \$100,000 for injury to a single person, \$300,000 to a group of persons, and \$25,000 property damage, all relating to a single occurrence, which shall be evidenced by a certificate of insurance filed with the city recorder. Such increases in coverage for public liability insurance will be provided for as the law requires.

d) Within 30 days after the effective date of this ordinance, file with the city recorder a written acceptance of this franchise.

e) Provide sufficient collection vehicles, containers, facilities, personnel, and finances to provide all types of necessary service, or subcontract with others to provide such service pursuant to Section 12 of this ordinance. Where one or a few large customers require substantial investment in new or added equipment not otherwise necessary to service the franchised service area, the collector may require a contract with such sources providing that the customer will require and pay for service for a reasonable period of time. This contract exception is intended to assist in financing the necessary equipment and in protecting the integrity of the remaining service should the source or sources terminate collection service.

f) Respond to any written complaint on service.

(2) The franchisee shall not:

a) Give any rate preference to any person, locality, or type of solid waste stored, collected, transported, disposed of, or resource recovered. This paragraph shall not prohibit uniform classes of rates based upon length of haul, type or quantity of solid waste handled, and location of customers so long as such

rates are reasonable based upon costs of the particular service and are approved by the council in the same manner as other rates, nor shall it prevent any person from volunteering service at reduced cost for a charitable, community civic, or benevolent purpose.

b) Transfer this franchise or any portion thereof to other persons without the prior written approval of the council, which consent shall not be unreasonable withheld. The council shall approve the transfer if the franchisee meets all applicable requirements met by the original franchisee. A pledge of this franchise as financial security shall be considered as a transfer for the purposes of this subsection. The council may attach whatever conditions it deems appropriate to guarantee maintenance of service and compliance with this ordinance.

Section 8. Supervision. Service provided under the franchise shall be under the supervision of the council. Franchisee shall, at reasonable times, permit inspection of its facilities, equipment, and personnel providing service.

Section 9. Suspension, Modification, or Revocation of Franchise.

(1) Failure to comply with a written notice to provide necessary service, or otherwise comply with the provisions of this ordinance after written notice and a reasonable opportunity to comply shall be grounds for modification, revocation, or suspension of the franchise.

(2) After written notice from the council that such grounds exist, the franchisee shall have 30 days from the date of mailing of the notice in which to comply or to request a public hearing before the council.

(3) If the franchisee fails to comply within the specified time or fails to comply with the order of the council entered upon the basis of findings at the public hearing, the city council may suspend, modify, or revoke the franchise or make such action contingent upon continued non-compliance.

(4) At a public hearing, the franchisee and other interested persons shall have an opportunity to present oral, written, or documentary evidence to the council.

(5) In the event that the council finds an immediate and serious danger to the public through creation of a health hazard, it may take action within a time specified in the notice to the franchisee and without a public hearing prior to taking such action.

Section 10. Preventing Interruption of Service. The franchisee agrees as a condition to its franchise that whenever the council determines that the failure of service or threatened failure of service would result in creation of an immediate and serious health hazard or serious public nuisance, the council may, after a minimum of 24 hours actual

notice to franchisee and a public hearing if franchisee requests it, authorize another person to temporarily provide the service or to use and operate the land, facilities, or equipment of the franchise through leasing to provide emergency service. The council shall return any seized property and business upon abatement of the actual or threatened interruption of service.

Section 11. Termination of Service. The franchisee shall not terminate service to all or a portion of its customers unless:

(1) The street or road access is blocked and there is no alternate route, and provided that the city of Detroit shall not be liable for any such blocking of access.

(2) Excessive weather conditions render providing service unduly hazardous to persons providing service, or such termination is caused by accidents or casualties caused by an act of God or a public enemy.

(3) A customer has not paid for service provided after a regular billing and after a seven day written notice to pay; or

(4) In the event of any other reason, ninety days written notice shall be given to council and to affected customers, and written approval will be obtained from the council.

Section 12. Subcontracts. The franchisee may subcontract with others to provide a portion of the service where franchisee does not have the necessary equipment or service. Such a subcontract shall not relieve the franchisee of total responsibility for providing and maintaining service and from compliance with this ordinance.

Section 13. Rates. Rates for service shall be those contained in the document marked "Exhibit A", attached hereto and by this reference hereby incorporated in this ordinance. Changes in rates shall be made only by ordinance amending "Exhibit A".

Section 14. Public Responsibility. In addition to compliance with ORS Chapter 459 and regulations promulgated pursuant thereto:

(1) To prevent recurring back and other injuries to collectors and other persons and to comply with safety instructions to collectors from the State Accident Insurance Fund:

a) Garbage cans provided by the customers shall be round and not exceed 60 pounds gross loaded weight nor 32 gallons in size.

b) Sunken refuse cans or containers shall not be used.

c) To protect against injuries to users or collectors, to protect against damage and spilling during cold weather, and to protect against rodent hazards only garbage cans approved by the franchisee shall be used.

d) The user shall provide safe access to the pickup point so as not to jeopardize the safety of the driver of a collection vehicle, or the motoring public, or to create a hazard or risk to the person providing service. Where the council finds that a private bridge, culvert, or other structure or road is incapable of safely carrying the weight of the collection vehicle, the collector shall not enter onto such structure or road. The user shall provide a safe alternative access point or system.

(2) To protect the privacy, safety, pets, and security of customers and to prevent unnecessary physical and legal risk to the collectors, a residential customer shall place the container to be emptied outside of any locked or latched gate and outside of any garage or other building.

(3) No stationary compactor or other container for commercial or industrial use shall exceed the safe loading design limit or operation limit of the collection vehicles provided by the franchisee serving the service area. Upon petition of a group of customers reasonable requiring special service, the council may, where economically feasible, require the franchisee to provide subcontract provision for vehicles capable of handling specialized loads.

(4) To prevent injuries to users and collectors, stationary compacting devices for handling solid wastes shall comply with applicable federal and state safety regulations.

(5) Any vehicle used by any person to transport solid wastes shall be so loaded and operated as to prevent the wastes from dropping, sifting, leaking, blowing, or other escapement from the vehicle onto any public right-of-way or lands adjacent thereto.

(6) Any person who receives service shall be responsible for payment for such service. When the property owner of a single or multiple dwelling unit or mobile home or trailer space has been previously notified in writing by the franchisee of his contingent liability, the property owner shall be responsible for payment for service provided to the occupant of such dwelling if the occupant does not pay for the service.

Section 15. Penalties. Violation by any person of the provisions of this ordinance is punishable upon conviction, by a fine of not more than \$20.00 for each day of violation, said fine shall not exceed \$1000.00 as set forth in Detroit Ordinance No. 84-1.

Section 16. City Enforcement. The city of Detroit shall enforce the provisions of this ordinance by administrative, civil or criminal action as necessary to

obtain compliance with this ordinance. However, if the city incurs costs and expenses in excess of \$1000.00 in enforcing this ordinance at the request of franchisee the city may require the franchisee to reimburse the city for said costs and expenses.


Section 17. Repeal. Ordinance No. 45, granting garbage franchise to Canyon Collection Service, effective June 1, 1970, and all amendments thereto, is hereby repealed.

Section 18. Severability. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance be declared invalid, such declaration shall not affect the validity of any other section, subsection, paragraph, sentence, clause or phrase; and if this ordinance or any portion thereof should be held to be invalid on one ground but valid on another, it shall be construed that the valid ground is the one upon which the ordinance or such portion thereof was enacted.

Section 19. Emergency. Because prompt and continuous disposal of solid waste is necessary for the peace, health and safety of the people of the city of Detroit and the surrounding area, an emergency is declared to exist, and this ordinance is effective upon its passage by the council and signature of the mayor.

Read first by title only at the council meeting of December 14, 1993 after copies were provided to each council member, and notice of availability of copies for public inspection in the city office were posted at the city hall, post office and hardware store on December 7, 1993. Passed by a vote of 5 ayes and 0 nays of the council this 14th day of December 1993.

Signed and approved by the mayor, and signed by the recorder this 17th day of December 1993.



Mayor


ATTEST: Maryann Hills

City Recorder

RATE SCHEDULE EFFECTIVE MAY 1, 1991
DETROIT

TYPE OF SERVICE	CURRENT RATE MONTHLY	NEW RATE MONTHLY
COMMERCIAL		
=====		
ONE CAN 1 X WEEK	6.00	14.15
TWO CANS 1 X WEEK	9.85	22.78
ONE YARD CONTAINER 1 X WEEK	38.80	89.40
ONE YARD CONTAINER 2 X WEEK	73.60	138.80
OR PER DUMP	8.20	17.35
ONE & ONE-HALF YD CONTR 1 X WK	52.90	83.85
ONE & ONE-HALF YD CONTR 2 X WK	105.80	172.75
TWO YARD CONTAINER 1 X WEEK	68.00	117.45
TWO YARD CONTAINER 2 X WEEK	132.00	228.90
RESIDENTIAL		
=====		
ONE CAN 1 X WEEK	5.75	13.85
TWO CAN 1 X WEEK	8.80	22.78
TWO CANS PER MONTH	4.00	11.15
ON CALL	2.00	7.15
OCCASSIONAL EXTRA CAN, REGULAR CUSTOMER	2.00	3.50
Bundles, Boxes, Sacks/Overfull cans Rate based on volumes equivalent to a 32 Gallon can		
DROPBOX SERVICE		
=====		
All rates are service fee listed on rate schedule plus disposal fee, de- murrage charge, monthly rental and mileage where applicable.		
Twenty yard Box Service Fee(per dump)		\$100.00
+ Disposal**		\$168.00
+ Mileage		\$203.00
Total Fee 20 Yd DropBox	\$468.00	\$468.00
Thirty yard Box Service Fee per dump		\$150.00
+Disposal**		\$247.50
+ Mileage		\$203.00
Total Fee 30 Yd Dropbox	\$600.50	\$600.50
Daily Demurrage		4.15
Monthly Demurrage		55.45
Mileage Charge more than five miles/base per running mile		1.75
**Disposal Fees set by County based		

"EXHIBIT A"

on average bx weights

MEDICAL WASTE COLLECTION RATES

TWENTY GALLON BX. 1ST BOX	\$9.50	\$9.50
2ND BOX	\$7.75	\$7.75
FORTY GALLON BX. 1ST BOX	\$10.50	\$10.50
2ND BOX	\$8.75	\$8.75

SPECIAL SERVICES

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All below services are + disposal

ONE PERSON, ONE TRUCK PORTAL TO PORTAL, HOURLY RATE		\$60.00
TWO PERSONS, ONE TRUCK, PORTAL TO PORTAL, HOURLY RATE		\$75.00
LARGE MAJOR APPLIANCE/FURNITURE		\$10.00

"EXHIBIT A"

RATE DEFINITIONS OF SERVICE --PACIFIC SANITATION, INC.

CAN SERVICE Normal can service shall be of a 32-gallon capacity with a weight less than 60 pounds. All cans shall be round and tapered with a smaller bottom than top opening.

To protect against injuries to users or collectors, to protect against damage and spilling during cold weather, and to protect against rodent hazards, only metal garbage cans shall be used. Alternative garbage containers shall be rigid, rodent, fire proof, and approved by the franchisee.

To protect privacy, safety, pets, and security of customers and to prevent unnecessary physical and legal risk to the collector, a residential customer shall place the container to be emptied outside of any locked or latched gate and outside of any garage or other building.

COMMERCIAL CAN SERVICE The above conditions apply and this service is further defined as applying to all can service except single family residential service.

CONTAINERS Collector supplies regular containers under monthly rate. The minimum rate for a temporary container shall be the monthly rate. Containers must be placed on a hard surface and accessible when the truck arrives. Snow is to be removed or if removed by the collector the regular "callback" charge under SPECIAL SERVICES on the Rate Schedule shall be made.

DROPBOXES Collector supplies regular drop boxes under service charge. Dropbox rates include the service fee + disposal as charged at the Disposal Facility. Demurrage on temporary boxes is daily. Monthly rental charge is available on boxes rented for 1 month or more.

EXTRAS Extra charges are made as follows:

32 gallon garbage can over 60 pounds = OVERWEIGHT

Additional garbage beside the can/container shall be calculated by the collector in relation to the regular charge.

Container rates are based on the lid closing. If the lid is open, an extra charge will be made.

FINANCIAL POLICIES

Residential:

1. Customers are billed every two months in advance with

payment due by the 28th day of the second month. The first notice is the customer bill. The second notice is the customer reminder. If the customer does not pay by the end of the 2 month billing period, service is automatically discontinued and will not be resumed until the customer has paid the balance (which is now 2 months in arrears) + plus the next months. Customers who prefer a monthly billing will be billed accordingly.

2. NSF CHECK CHARGE IS \$10.00

3. Interest on Past Due Amounts is 1.5% monthly (18%APR)
Commercial:

1. Commercial customers are billed monthly in arrears and payment is expected on the 10th of the succeeding month. Accounts not paid by the end of the month following billing shall be stopped for non-payment.

Any person who receives service shall be responsible for payment for such service. When the property owner of a single or multiple dwelling unit or mobile home or trailer space has been previously notified in writing by the franchisee of his contingent liability, the property owner shall be responsible for payment for service provided to the occupant of such unit if the occupant does not pay for the service.

We have added the following services since May 1, 1991

6 yard drop box	\$233.20
10 yard drop box	273.20
Commercial rollcart 60 gal	24.40 per month
Commercial rollcart 90 gal	34.80 per month
Snow removal	60.00 per hour

"EXHIBIT A"