

**ORDINANCE NO. 168**

AN ORDINANCE RELATING TO SOLID WASTE MANAGEMENT IN THE CITY OF DETROIT, OREGON, INCLUDING BUT NOT LIMITED TO, GRANTING TO PACIFIC SANITATION INC., THE EXCLUSIVE FRANCHISE TO COLLECT, TRANSPORT AND CONVEY SOLID WASTE OVER AND UPON THE STREETS OF THE CITY; TO RECYCLE, REUSE, DISPOSE OF OR RECOVER MATERIALS OR ENERGY FROM SUCH SOLID WASTE; CREATING NEW PROVISIONS; REPEALING ORDINANCE NO. 120 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, lessee 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 service, including but no limited to, rent, the proceeds from resource recovery and any direct or indirect provision for payment of money, goods, services, or benefits by tenants, lessees, 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.

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

Franchise. The City Council of the City of Detroit.

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 Inc., 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 they produce themselves to an authorized disposal site or resource recovery facility providing they comply 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, 1999 and continue to be in full force to and including December 31, 2008. Franchisee shall have an option to renew this franchise ordinance for an 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 The City an amount equal to 5% 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

the necessary equipment and in protecting the integrity of the remaining service should the source or sources terminate collection service.

- (2) The franchisee shall not:
  - f) Respond to any written complaint on service.
  - 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 unreasonably 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 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

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**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. 120, granting garbage franchise to Pacific Sanitation Inc., effective January 1, 1994, 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.

PASSED BY THE COUNCIL this 12 day of January, 1999 by the following

vote:

AYES- 5

NAYS--0-

SIGNED BY THE RECORDER, and signed and approved by the Mayor, this 9 day of February, 1999.

*Martha L. Milliken*  
MAYOR

ATTEST.

**COLLECTION RATES FOR CITY OF DETROIT**  
**RATE SCHEDULE EFFECTIVE 3/1/99**

	<u>Old</u>	<u>New</u>
	Rate	Rate
<u>I. Residential Services</u>		
A. 1 - Can Service		
a. Curbside Service (1 can 1 x week)	13.95	14.20
b. Curbside Service (1 can 1 x monthly)	7.15	7.30
B. 2 - Can Service		
a. Curbside Service (2 can 1 x week)	22.76	23.20
b. Curbside Service (2 can 1 x monthly)	10.65	10.85
C. 60-Gallon Service		
a. Curbside Service (1 RC 1 x week)	17.95	18.30
D. 90-Gallon Service		
a. Curbside Service (1 RC 1 x week)	24.75	24.75
E. On call Curbside Service	7.15	7.30
F. Extras (Each 32-Gallon)	3.50	3.60
G. Medical Waste		
a. 1 - Gallon Sharps Container	9.50	9.70
<u>Commercial Services</u>		
II. A. 1 - Can Curbside Service		
a. Curbside Service (1 can 1 x week)	14.15	14.40
B. 2 - Can Service		
a. Curbside Service (2 can 1 x week)	22.76	23.20
C. 60-Gallon Service		

F. Container Service

a.	1 Yard Container 1 x week	69.40	70.75
b.	1 Yard Container 2 x week	138.80	141.50
c.	1.5 Yard Container 1 x week	83.85	85.50
d.	1.5 Yard Container 2 x week	172.75	176.10
e.	2 Yard Container 1 x week	117.45	119.75
f.	2 Yard Container 2 x week	226.90	231.30

\$25.00 Delivery Fee

G. Drop Box Service

a.	6 Yard Box Service	172.50	175.85
	6 Yard Box Disposal	<u>60.70</u>	<u>61.90</u>
	6 Yard Total	233.20	237.75

b.	10 Yard Box Service	172.50	175.85
	10 Yard Box Disposal	<u>101.20</u>	<u>103.15</u>
	10 Yard Box Total	273.70	279.00

c.	20 Yard Box Service	172.50	175.85
	20 Yard Box Disposal	<u>202.40</u>	<u>206.35</u>
	20 Yard Box Total	374.90	382.20

d.	30 Yard Box Service	215.00	219.15
	30 Yard Box Disposal	<u>303.60</u>	<u>309.50</u>
	30 Yard Box Total	518.60	528.65

\$25.00 Delivery Fee

H. Special Services

a.	One person, one truck, portal to portal, hourly rate	70.00
b.	Two persons, one truck, portal to portal, hourly rate	75.00

## RATE DEFINITIONS OF SERVICE – PACIFIC SANITATION INC.

CAN SERVICE- Normal can service shall be a 32-gallon capacity with a weight less than 60 pounds. All cans need to have a lid and handles and be 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, garbage cans must be rigid, rodent-proof, and approved by the franchisee.

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. The customer is to remove snow or if snow is 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 and disposal as charged at the Disposal Facility. Demurrage on temporary boxes is daily. Monthly rental charge is available on boxes rented for one 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 10<sup>th</sup> of the first 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 two month billing period, service is automatically discontinued and will not be resumed until the customer has paid the balance (which is now two months in arrears) plus the next two 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 is arrears and payment is expected on the 10<sup>th</sup> of the succeeding month. Accounts not paid by the end of the month following billing shall be