

AN ORDINANCE REGULATING THE COLLECTION AND DISPOSAL OF GARBAGE WITHIN THE CITY OF TROUTDALE, OREGON, GRANTING AN EXCLUSIVE FRANCHISE THEREFORE, PROVIDING THE TERMS THEREOF, AND THE RATES TO BE CHARGED, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE.

SECTION 1. Definition of Terms.

- (a) The term "garbage" when used herein shall be applied and construed to mean all classes of putrefactive or easily decomposable animal or vegetable matter, and includes kitchen refuse of residences, restaurants, hotels and places where food is handled or prepared for human consumption or tin cans or waste or offal from fish, poultry, meat, fruit, and vegetable matter and all organic substances of whatever kind or nature unfit for human consumption that are subject to quick or immediate decay and that may attract flies or rodents.
- (b) The term "rubbish" shall include all such material and waste coming from residences and places of business that may be destructible or partly destructible, such as grass, weeds, brush, and boxes.
- (c) The term "indestructible refuse" shall include those substances including glass, chinaware, granite and metals which are indestructible and cannot be burned.
- (d) The term "fruit refuse" is defined as being the pulp or waste remaining after the meat of the fruit has been extracted, meaning such as peelings, hulls, pits, cores, and pulp which in large quantities is indestructible by incineration.
- (e) The term "householder" when used herein shall be applied to and construed to mean the head of the family, residing in a residence, whether such a person be the owner or lessee of the premises and who shall be responsible for the conduct of the same.
- (f) The term "collecting garbage" as used in this ordinance shall be construed to mean the collection of garbage, refuse, decayed fruits, ashes, or rubbish where compensation is paid such collector, or collecting agency, either in cash or by furnishing and delivering to such collector of any thing of value in payment for such service or exchanging the privilege of collection of slop for hauling of garbage.

SECTION 2. In order to facilitate the collection and disposal of garbage, refuse, rubbish, ashes and fruit refuse, the following rules and regulations shall be in force and effect:

- (a) All garbage, as defined in Section 1 hereof, shall be deposited in a watertight metal garbage receptacles or cans lined with paper and collected at least once every seven days and all garbage in business places collected at least three times a week, except Sundays and Holidays.

SECTION 3. It shall be unlawful for any person, firm, or corporation within the City of Troutdale, Oregon to permit the accumulation of garbage, refuse, or rubbish either fruit or indestructible, or ashes from his or its premises or about the same, and all such persons, firms or corporations are hereby required to make prompt and sanitary disposal of the garbage, ashes, rubbish, and refuse of every kind, character and nature, as herein provided.

- SECTION 4. It shall be unlawful for any person, firm or corporation within the City of Troutdale, Oregon to dump garbage on vacant lots within the said City, or to incinerate garbage except in an incinerator approved by the State Fire Marshall.
- SECTION 5. It shall be unlawful for person, persons, firm, co-partnership, corporation, or association to haul, transport or convey rubbish, or any other refuse by truck, automobile, or trailer over and upon any street, alley, or thoroughfare in the City of Troutdale, Oregon, unless such vehicle is so constructed or loaded as to prevent its contents from dropping, sifting, leaking or otherwise escaping therefrom.
- SECTION 6. That there is hereby granted to Edwin O. Ege Sanitary Service, hereinafter called the "Collector", exclusive right, franchise and privilege of collecting and hauling over the streets of the City of Troutdale, Oregon, all garbage, refuse, rubbish, and ashes and other waste material generally, and to embrace articles ordinarily and customarily discarded from business and domestic establishments, such franchise to be in full force and effect for a period of five years from the passage of this ordinance.
- SECTION 7. That in consideration of such privilege, right and franchise, said Collector shall at all times during the term of said franchise perform and carry out the following terms and conditions.
- (a) The Collector shall transport all garbage, refuse, rubbish, and ashes in a conveyance provided with a steel waterproof box or body and which equipment shall be kept clean at all times and there shall be sufficient equipment kept on hand to promptly and adequately move all garbage subject to the terms of this ordinance.
 - (b) The Collector shall make collections of garbage throughout the City at such times as may be required by the City Council and shall promptly respond to all calls for special hauling of garbage.
 - (c) There is attached hereto and marked Exhibit "A" the rate schedule for the collection of garbage within the City of Troutdale, Oregon, by the collector, which rate schedule shall remain in full force and effect until such time as the Council shall approve of an increase in such fee schedule. The Council shall be given adequate notice of a request for such increase, shall provide for a hearing and after such hearing shall either approve or disapprove of the proposed increase.
- SECTION 8. The collector shall pay the City of Troutdale, Oregon the sum of \$100.00 per year in advance for the rights under this franchise and as a part of the consideration therefor. The first \$100.00 shall be paid upon his acceptance of the franchise and \$100.00 shall be paid on or before the first day of July of each year thereafter ~~starting July 1, 1969;~~ during the life of the franchise *which shall be IN LIEU OF A BUSINESS LICENSE.*
- SECTION 9. In the event the Collector shall fail, neglect or refuse to fulfill all of the terms and stipulations of this franchise to be by him performed, then the City of Troutdale shall have the right to cancel and annul this franchise; provided, however, before any such cancellation the City Council shall cause to be served upon the Collector, a written notice setting forth wherein the Collector has failed in his duties as set forth in this Ordinance, and fix the time not less than ten days after the service of such notice when the matter will be heard before the Council. At such hearing the Collector shall have the right to be present in person and to be represented by Counsel and present such

witnesses and evidence as may be proper concerning the matter. All witnesses shall be heard under oath and may be cross examined by the adverse party. Findings of the Council thereon shall be conclusive.

SECTION 10. This franchise shall not be assignable by the Collector to any other person without the written consent of the Council had and obtained. Where such written consent is granted, before the assignment shall become effective the assignee shall file his acceptance and agreement to abide by the terms hereof with the City Recorder.

SECTION 11. Whereas, there is no existing franchise for garbage collection in the City of Troutdale, it is necessary that there be immediate and full regulations for garbage collection in the interest of the public, peace, health and safety of the City of Troutdale and the inhabitants thereof, an emergency is hereby declared to exist and this ordinance shall be in force and effect from and after its passage by the Common Council of the City of Troutdale and its signing by the Mayor.

PASSED BY THE COMMON COUNCIL OF the City of Troutdale this 8th day of July, 1969.

YEAS: 3

NAYS: 0

Signed by the Mayor this 8th day of July, 1969.


Mayor.

ATTEST:

Recorder: Touhy D. Wright

Ordinance No.: 136

Edwin O. Ege Sanitary Service, Inc.

Accepted by
Edwin O. Ege Sanitary Service
Edwin O. Ege owner

EXHIBIT
"A" INCLUDES "B" THRU "D"

NOTICE To The Public

Residential Rate

Due to the increased cost of operation effective July 1, 1969, the following rates shall apply for refuse collection service for standard cans not to exceed 30 gallon capacity.

One Can one stop per week **\$2.25** per month
Two Cans one stop per week **\$4.00** per month
Each additional can **\$1.25** per month

B

COMMERCIAL RATES

EFFECTIVE JULY 1, 1969

For Standard cans not to exceed 30 gallon capacity.

ONE STOP PER WEEK SERVICE

1 can ----- **\$2.50** per month
2 cans ----- **4.50** per month
Each additional can **\$1.50** per month

C

COMMERCIAL RATES

EFFECTIVE JULY 1, 1969

For Standard cans not to exceed 30 gallon capacity

TWO STOPS PER WEEK SERVICE

1 can_____ \$5.00 per month

2 cans_____ 9.00 per month

Each additional can \$3.00 per month



D

COMMERCIAL RATES

EFFECTIVE JULY 1, 1969

For Standard cans not to exceed 30 gallon capacity

THREE STOPS PER WEEK SERVICE

1 can_____ \$ 7.50 per month

2 cans_____ 13.50 per month

Each additional can \$4.50 per month



E

COMMERCIAL RATES

EFFECTIVE JULY 1, 1969

For Standard cans not to exceed 30 gallon capacity

FIVE STOPS PER WEEK SERVICE

1 can_____ \$12.50 per month

2 cans_____ 22.50 per month

Each additional can \$7.50 per month



COMMERCIAL RATES

EFFECTIVE JULY 1, 1969

For Standard cans not to exceed 30 gallon capacity

SIX STOPS PER WEEK SERVICE

1 can \$15.00 per month
 2 cans 27.00 per month

Each additional can \$9.00 per month

All Service Charges shall be increased 15%



CHARGES FOR CONTAINER SERVICE

Effective July 1, 1969

NUMBER OF STOPS PER WEEK & CHARGES PER MONTH

	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six</u>
<u>ONE-YARD</u>	14.00	24.00	36.00	43.00	56.50	65.00
Ea. Add. Cont.	12.00	21.50	29.25	35.50	45.00	52.00
<u>ONE & ONE HALF YD.</u>	18.00	32.50	48.50	58.50	73.00	88.00
Ea. Add. Cont.	16.00	30.00	43.50	52.00	65.00	77.00
<u>TWO-YARD</u>	24.00	43.50	65.00	78.00	97.50	117.00
Ea. Add. Cont.	21.00	39.00	52.00	61.00	75.75	91.00
<u>THREE-YARD</u>	29.25	52.00	77.75	91.00	113.50	136.50
Ea. Add. Cont.	22.75	45.50	68.25	78.00	96.75	117.00

*Courts & trailer parks are
 \$1.25 per can per week.*

RICHARD R. CARNEY
GEORGE P. HALEY
LEO R. PROBST
THOMAS F. LEVAK

CARNEY & HALEY
ATTORNEYS AT LAW
801 PACIFIC BUILDING
PORTLAND, OREGON 97204

TELEPHONE
226-4087
AREA CODE 503

August 10, 1970

City of Troutdale
Troutdale, Oregon

Re: Edwin O. Ege Sanitary Service, Inc.

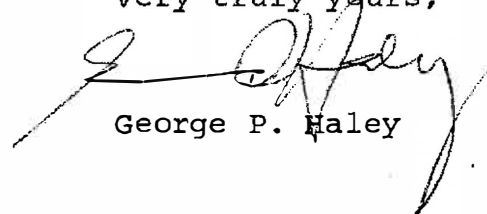
Attn: City Council

Gentlemen:

This is to advise you that Edwin O. Ege Sanitary Service, which presently operates a garbage collection route under franchise to the City, has changed its business organizational style to a corporation and is now known as Edwin O. Ege Sanitary Service, Inc. May I ask that whatever recorded franchise exists be transferred to the name of the corporation.

Thank you for your courtesy in this matter.

Very truly yours,



George P. Haley

GPH:rh
cc: Edwin O. Ege