

ORDINANCE NO. 309

AN ORDINANCE RELATING TO THE ENVIRONMENTAL, HEALTH AND SANITATION ASPECTS OF SOLID WASTE MANAGEMENT IN THE CITY OF TROUTDALE, OREGON, INCLUDING BUT NOT LIMITED TO, GRANTING AN EXCLUSIVE FRANCHISE TO PROVIDE SOLID WASTE SERVICE WITHIN THE CITY; CREATING NEW PROVISIONS; REPEALING ALL OTHER ORDINANCES AND RESOLUTIONS IN CONFLICT WITH THIS ORDINANCE.

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

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 the "Ordinance".

SECTION 2. PURPOSE, POLICY AND SCOPE:

- (1) It is declared to be in the public interest for the City of Troutdale to establish this policy relative to the matters of solid waste management to:
- (a) Provide sufficient waste volume to sustain solid waste management facilities necessary to achieve resource recovery goals established by the City, County, State Department of Environmental Quality and the Metropolitan Service District.
 - (b) Provide the basis for agreements with other governmental units and persons for regional flow control to such facilities;
 - (c) Insure safe accumulation, storage, collection, transportation, disposal or resource recovery of solid waste;
 - (d) Insure maintenance of a financially stable, reliable solid waste collection and disposal service;
 - (e) Insure rates that are just, fair, reasonable and adequate to provide necessary service to the public;
 - (f) Prohibit rate preference and other discriminatory practices which benefit one or few users at expense to other users of the service or the general public;
 - (g) Conserve energy and material resources;
 - (h) Eliminate potential overlapping service to reduce truck traffic, street wear, air pollution and noise;
 - (i) Provide standards for solid waste service and public responsibilities; and
 - (j) Provide technologically and economically feasible recycling by and through solid waste collectors.

SECTION 3. DEFINITIONS:

- (1) "Compensation" includes:
 - (a) Any type of consideration paid for service including, without limitation, rent, lease payments, and any other direct or indirect provision for payment of money, goods, services or benefits by owners, tenants, lessees, occupants or similar persons;
 - (b) The exchange of services between persons; and
 - (c) The flow of consideration from the person owning or possessing the solid waste to the person providing the service or from the persons owning or possessing the solid waste.
- (2) "Council" shall mean the City Council of the City of Troutdale.
- (3) "Customer" shall be any person paying compensation for and/or receiving solid waste service.
- (4) "Franchise" shall mean the right to provide service granted to a person pursuant to this ordinance.
- (5) "Person" shall be any individual, partnership, association, corporation, trust, firm, estate, joint venture or other public or private legal entity.
- (6) "Putrescible Material" shall be organic materials that can decompose and may give rise to foul-smelling, offensive odors or products.
- (7) "Rates" shall be the amounts of compensation paid for various levels of solid waste service pursuant to the attached Exhibit A.
- (8) "Recycling" shall be any process by which solid waste materials are transformed into new products in such a manner that the original products lose their identity.
- (9) "Resource Recovery" shall be the process of obtaining useful material or energy resources from solid waste and including energy recovery, materials recovery, recycling and reuse of or from solid waste.
- (10) "Reuse" shall be the return of a commodity into the economic stream for use in the same kind of application as before without change in its identity.
- (11) "Service" shall be the collection and transportation of solid waste by persons for compensation.
- (12) "Solid Waste" shall be all putrescible and non-putrescible wastes, including but not limited to garbage, rubbish, refuse, ashes, wastepaper and cardboard; residential, commercial, industrial, demolition and construction wastes; discarded home and industrial appliances; vegetable or animal solid and semi-solid wastes; dead animals and other wastes.
 - (a) For the purposes of this subsection, "waste" means any material that is no longer wanted by or is no longer useable by the generator, producer or source of the material, which material is to be disposed of or be resource recovered by another person. The fact that materials, which would otherwise come within the definition of "waste", may from time to time have value and thus be resource recovered does not remove them from this definition. Source separated wastes are "wastes" within this subsection.

SECTION 3. (CONT).

- (12) (b) The term "solid waste" does not include any "hazardous waste" as defined by or pursuant to ORS Chapter 459.

SECTION 4. PROHIBITIONS & LIMITATIONS:

- (1) No person shall:
- (a) Provide service, offer to provide service or advertise for the performance of services without having obtained a franchise from the City of Troutdale.
 - (b) Accumulate, store, collect, transport, dispose of or recover solid waste resource except in compliance with this Ordinance, other City Ordinances, and Chapter 459, Oregon Revised Statutes, dealing with solid waste management and regulations and amendments promulgated under any of the foregoing.
 - (c) Without authorization and compliance with the disposal site requirements of this ordinance, deposit waste on public property or the private property of another. Streets and other public places are not authorized as places to deposit waste except as specific provisions for containers have been made.
 - (d) Permit waste to remain on his property that is offensive or hazardous to the health or safety of others or which creates offensive odors or a condition of unsightliness.

SECTION 5. FRANCHISES:

(1) Based on the representation and prequalification of Edwin O. Ege, Inc., and subject to the provisions of this ordinance, the City Charter, and any amendments to these documents, there is hereby granted to Edwin O. Ege, Inc. the Franchisee, an exclusive franchise to provide service within the corporate limits of the City of Troutdale or areas later annexed thereto.

- (2) Nothing in this franchise or this section shall:
- (a) Prohibit any person from transporting, disposing of, or resource recovering waste produced by himself so long as he complies with this Ordinance, other City Ordinances, and Chapter 459 Oregon Revised Statutes, dealing with solid waste management and regulations promulgated under any of the foregoing. For purposes of this subsection, the solid waste produced by a tenant, licensee, occupant or similar person is produced by such person and not by the landlord, property owner or agent of either the landlord or property owner.
 - (b) Prohibit any person from transporting, disposing of or resource recovering, sewage sludge, septic tank pumpings and cesspool pumpings.
 - (c) Prohibit any person licensed as a motor vehicle wrecker under ORS 481.345 et seq from collecting, transporting, disposing of or utilizing motor vehicles or motor vehicle parts.
 - (d) Prohibit the City Council from withdrawing certain solid waste services by amendment to this Ordinance on the basis of a finding that such regulation is not necessary for the implementation of the purposes of this Ordinance or a City, County or Metropolitan Service District Solid Waste Management Plan.
 - (e) Prohibit the transportation of solid waste through the City which has been collected within the City.

SECTION 5. (CONT).

- (2) (f) Prohibit a contractor employed to demolish, construct, or remodel a building or structure, including but not limited to land clearing operations and construction wastes, from hauling waste created in connection with such employment in equipment owned by the contractor and operated by the contractor and operated by the contractor's employees.
- (g) Prohibit the collection, transportation and reuse of repairable or cleanable discards by private charitable organizations regularly engaged in such business or activity including, without limitation, Salvation Army, Goodwill, St. Vincent De Paul and similar organizations.
- (h) Prohibit the operation of a fixed location where the generator, producer, source or franchised collector of solid waste brings that waste to a fixed location for transfer, disposal or resource recovery; provided, however, that the establishment or maintenance of any such location brought into being after enactment of this ordinance shall be only by permit issued by the City.
- (i) Prohibit the collection, transportation or redemption of beverage containers under ORS Chapter 459.
- (j) Prohibit a person from transporting or disposing of waste that he produces as an incidental part of the regular carrying on of the business of janitorial service; gardening or landscaping service; or, rendering.
- (k) Require franchisee to store, collect, transport, dispose of or resource recover any hazardous waste as defined by or pursuant to ORS Chapter 459; provided, however, that franchisee may engage in a separate business of handling such wastes separate and apart from this franchise and ordinance.
- (1) Prohibit a non-profit charitable, benevolent or civic organization from recycling wastes, provided that a permit is obtained from the City.
- (3) Where a permit is required from the City, it shall be issued only upon a finding that the service is needed, has not been provided by the franchisee or, in the case of fixed based facilities, by other persons. The City shall give due consideration to the purposes of this ordinance. The City may attach such conditions as it deems necessary to obtain compliance with this ordinance and may restrict the term of such permit. The permittee will comply with all applicable provisions of this ordinance.
- (4) Solid waste placed out for collection, whether or not source separated, belongs to the franchisee when so placed or, where placed out for collection by a permittee, belongs to the permittee.
- (5) Notwithstanding other provisions of this section, if the Council finds that on-route recycling is technologically and economically feasible and directs that it be instituted:
- (a) The Franchisee shall be given advance notice of a hearing on the subject and an opportunity to be heard.

SECTION 5. (CONT).

- (5) (b) If, after the hearing and on the basis of written findings, the Council directs the service be provided, the Franchisee shall provide the service or subcontract with other persons to provide it within 18 months.
- (c) If the Franchisee does not provide the service within the specified time, Council may terminate this franchise in accordance with Section 10 of this ordinance.
- (d) Nothing in this subsection shall prevent the Franchisee from instituting on-route recycling prior to a Council determination nor from including income and expense in the rate justification section.

SECTION 6. FRANCHISE TERM:

- (1) The rights, privileges and initial franchise granted herein shall continue and be in full force to and including the 1st day of January, 1985 subject to terms, conditions and payment of franchise fees to the City as set forth in this ordinance.
- (2) Unless the Council acts to terminate further renewals of the franchise herein granted, each January 1st, the franchise is automatically renewed for a term of 5 years from January 1st renewal.

SECTION 7. FRANCHISE FEES:

- (1) As of the effective date of this ordinance, as compensation for the franchise granted to the Franchisee and for the use of City streets, the Franchisee shall pay to the City a fee equal to 3 percent of gross cash receipts resulting from the solid waste services conducted under the franchise. Such fees shall be computed on a quarterly basis and paid within 30 days following the end of each quarter calendar year period. The Franchisee shall maintain an adequate book-keeping system showing the gross cash receipts resulting from the solid waste services conducted under the franchise. Records shall be open at all times for audit by authorized personnel designated by the City. On or before 60 days after each calendar year in which service was provided, the Franchisee shall provide the City a Sworn and verified statement which the City may require to be audited by a C.P.A. licensed to do business in the State of Oregon.
- (2) Willful misrepresentation of gross cash receipts by the Franchisee shall constitute cause for immediate revocation of this franchise, pursuant to Section 10 of this ordinance.
- (3) The franchise fee shall be in addition to the annual business license fee.

SECTION 8. FRANCHISE RESPONSIBILITY:

- (1) The Franchisee shall:
 - (a) Resource recover or dispose of wastes collected at sites approved by the City that are in compliance with Chapter 459, Oregon Revised Statutes and regulations promulgated thereunder.
 - (b) Provide and keep in force public liability insurance in the amount of not less than \$1,000,000 combined single limit for personal injury and \$100,000 property damage, all relating to a single occurrence, which shall be evidenced by a certificate of insurance filed with the City Recorder. The Franchisee agrees to and shall indemnify and save the City harmless against

SECTION 8. (CONT).

- (1) (b) liability or damage which may arise or occur from an injury to persons or property resulting from the Franchisee's operation under this ordinance. The insurance shall provide that it may not be cancelled without giving 30 days written notice to the City.
 - (c) Within 30 days after the effective date of this ordinance, file with the City Recorder a written acceptance of the franchise.
 - (d) Furnish sufficient collection vehicles, containers, facilities, personnel, finances, and scheduled days for collections in each area of the City necessary to provide all types of service required under this ordinance or subcontract with others to provide such service pursuant to this ordinance.
 - (e) Provide a cash security deposit or a performance bond in the amount of \$5000 to guarantee payment to the City or other affected person of a judgment secured against the franchise holder because of work performed that does not conform with the requirements of this ordinance or other ordinances of the City. The deposit or bond shall continue until one year after expiration of the franchise or until all claims or demands made against the Franchisee have been settled or secured.
 - (f) Collect no single family residential solid waste before 5:00 a.m. or after 7:00 p.m. unless this condition is waived by the City Administrator or his designee.
 - (g) Provide collection and disposal of solid waste from all City facilities, City parks, City sidewalk containers, and City activity areas at no cost to the City on a regular schedule.
 - (h) Make collections no less often than once each week, except for will-call collections and drop box operations, and except as provided in Section 12.
 - (i) Permit inspection by the City of the Franchisee's facilities, equipment and personnel at reasonable times.
 - (j) Respond to all calls for special hauling requiring equipment regularly supplied by Franchisee within 96 hours of receiving said call unless a later pickup is agreeable to the customer. Special hauling of containers or drop boxes supplied by Franchisee is dependent upon availability of those containers or boxes.
 - (k) Within the reasonable limits of the health, welfare and safety of the public and of the persons providing the solid waste service, and at no extra charge, make special collection arrangements with any customer who would suffer serious inconvenience or hardship in complying with Section 16, subsection (c) and (d). If a question arises as to the applicability or meaning of this subsection in a particular case, the Public Works Director shall make the necessary determination.
- (2) The Franchisee may require a contract from a customer who requires an unusual service involving added or specialized equipment solely to provide that service. The purpose of this subsection is to prevent the added cost from being assessed against other ratepayers if the customer later withdraws from service.

SECTION 9. RATES:

- (1) The rates to be charged to all persons by the Franchisee shall be reasonable, uniform and based upon the level of service rendered, haul distance, concentration of dwelling units, and other factors which the City Council considers justify variations in rates that outweigh the benefits of having a single rate structure unless otherwise noted in this ordinance.
- (2) Nothing in this section is intended to prevent:
 - (a) The reasonable establishment of uniform classes of rates based upon length of haul; type of waste stored, collected, transported, disposed of, recycled or resource recovered; or the number, type and location of customers served; or upon other factors as long as such rates are reasonably based upon cost of the particular service and are approved by the Council in the same manner as other rates.
 - (b) The Franchisee from volunteering service at reduced cost for a civic, community, benevolent or charitable program.
- (3) Rate changes shall be made annually pursuant to the following procedure:
 - (a) In the event either the City or the Franchisee proposes a rate change, written notice shall be given to the City or the Franchisee, as the case may be, on or before October 1st.
 - (b) The notice of proposed rate shall include the new proposed rate and a statement including relevant facts or data justifying the proposed rate. The following items (not exclusive) shall be relevant:

The direct and indirect cost to the Franchisee of doing business including, without limitation, investment in and cost of acquiring and replacing facilities and equipment, local wage scales, cost of disposal or resource recovery, soundness of management, resource recovery revenues, services of management, cost of technological changes, costs of meeting government regulations, past, present and projected revenues and expense of providing service, cost of meeting growth in service or capital budget, comparative rates for similar services in similar areas, a reasonable return to Franchisee length of haul to disposal facilities, cost of use of transfer or transfer facilities, future service demands, extra charges for off-day pickups, janitorial services picking up wastes around cans or other containers or boxes, Saturday or holiday surcharge where such service is provided, minimum use of drop box service as a condition for providing the service, and a surcharge for blocked access or container, can or drop box not ready to dump based on time and expense.
 - (c) At the next Council meeting the Council shall set a time, date and place for a hearing to consider the proposed rate change and shall give written notice to the Franchisee of said time, date and place at least 10 days prior to the hearing.
 - (d) The Public Works Director shall prepare a written report for the Council and make the report available to the Franchisee not less than 10 days prior to the date set for hearing.

SECTION 9. (CONT).

- (3) (e) Unless there is good cause shown and recorded in the minutes of the Council, the Council shall act upon any rate change by November 30th, and the change shall take effect January 1st. Rate changes shall be by resolution.
- (4) On or before October 1st each year, the Franchisee shall supply a report of current income and expense together with projected income and expense for the year beginning January 1st and ending the following December 31st together with existing and proposed rates. The income and expense reported may include any or all of those listed in paragraph (3) (b) of this section and any other which may be applicable to the franchised business. Each fiscal year the Franchisee shall estimate revenue and expense from date of actual expense and income records to June 30th. This report may be included as part of the justification for a proposed rate change required by paragraph (3)(b) of this section.
- (5) Emergency rates or an interim rate for a new or altered service may be set by the Public Works Director, provided, however, that an emergency or interim rate is not valid for more than one month from the effective date. The Public Works Director shall report any emergency or interim rate adopted together with justification to the Council. The Franchisee shall be notified of the next regular Council meeting at which an open hearing shall be held and action taken by Council resolution.
- (6) Rates established by the Council are fixed rates and the Franchisee shall not charge more or less than the fixed rate unless pursuant to paragraph (2)(b) of this section.
- (7) Nonscheduled services shall be charged at the reasonable cost of providing the service taking into consideration the factors in paragraph (3)(b) of this section and as determined by Franchisee.
- (8) In establishing rates, the Council may set uniform rates, uniform rates by zone, or different rates for collectors where there is a service and cost justification.
- (9) Until changed by the Council, rates to be charged are those in effect on the effective date of this ordinance. A schedule of those rates is attached hereto, marked "Exhibit A", and by this reference is hereby incorporated herein.
- (10) If approved in a rate schedule, a hookup charge for new service and a restart charge for reinstated service may be added.
- (11) The Franchisee may require payment for residential and multi-family residential service up to two months in advance and may bill up to two months in advance, arrears or any combination. Where billed in advance, the Franchisee will refund a pro-rata portion of the payment for any complete month in which service is not to be provided. Where billed in advance, no rate adjustment shall be effective until the end of the advance payment. This section may be interpreted to permit quarterly billings.
- (12) Any person who receives solid waste service from the Franchisee shall be responsible for payment for such service. The owner of a rental or lease facility shall be liable for payment for service provided to a tenant of such dwelling if the tenant fails to make timely payment for such services. The owner of any multiple unit rental or lease facility having two or more units shall be primarily responsible for services provided to the occupants of such facility and shall be billed for the services.

SECTION 9. (CONT.)

- (13) The Franchisee may charge at time of service for drop box service or for any customer who has not established credit with the Franchisee.

SECTION 10. TRANSFER, SUSPENSION, MODIFICATION, OR TERMINATION OF FRANCHISE:

- (1) The Franchisee shall not terminate or transfer this franchise or any portion thereof without first making written request and obtaining the written approval of the Council. Any transfer or assignment shall be subject to the approval of the Council. Approval or disapproval shall be made at the Council's sole discretion. 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.
- (2) The Council shall terminate this franchise upon request of the Franchisee, but not sooner than 6 months from the date of the request.
- (3) Failure to comply with a written notice to provide the services required by this ordinance or to otherwise comply with the provisions of this ordinance after written notice shall be grounds for modification, termination, or suspension of this franchise.
- (a) After written notice from the Council served either in person or by certified mail that such grounds exist, the Franchisee shall have 10 days from the date of mailing or serving of the notice in which to comply, to request a public hearing before the Council, or to request an extension of the time allowed for compliance as specified in this subsection. The Council may grant said extension if the Franchisee can show good cause.
- (b) In the event the Franchisee or the Public Works Director requests a hearing the Franchisee shall be given notice 10 days in advance of the time, date and place of the hearing.
- (c) If the Franchisee fails to comply with the written notice within the specific time or fails to comply with the order of the Council entered upon the basis of written findings at the Public hearing, the Council may suspend, modify or terminate the franchise or make such action contingent upon continued non-compliance.
- (d) At a public hearing, the Franchisee and other interested persons shall have an opportunity to present oral, written or documentary evidence to the Council. The finding of the Council thereon shall be conclusive; provided, however, that such action may be reviewed by court of competent jurisdiction.
- (e) In the event the Council finds an immediate and serious danger to the public through creation of a health or safety hazard, it may take action to alleviate such condition within a time specified in the notice to the Franchisee and without a public hearing prior to taking such action.

SECTION 11. PREVENTING INTERRUPTION OF SERVICE:

The Franchisee agrees as a condition of this franchise that whenever the Council finds 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 the Franchisee, provide or authorize

SECTION 11. (CONT.)

another person to temporarily provide the service or to use and operate the land, facilities and equipment of a Franchisee to provide emergency service. The Council shall return any property and business upon abatement of the actual or threatened interruption of service. The Franchisee shall reimburse the City for any costs incurred in the operation of the solid waste service.

SECTION 12. TERMINATION OF SERVICE:

The Franchisee shall not terminate service to all or a portion of his customers unless:

- (1) The street or road access is blocked and there is not alternate route and provided that the Franchisee shall restore service not later than 24 hours after street or road access is opened;
- (2) As determined by the Franchisee, excessive weather conditions render providing service unduly hazardous to persons providing service or to the public or such termination is caused by accidents or casualties caused by an act of God, a public enemy, or a vandal; or, road access is blocked;
- (3) A customer has not paid for provided service after a regular billing and after a seven day written notice from the date of mailing, which notice shall not be sent less than fifteen days after the first regular billing; or
- (4) Ninety days written notice is given to the Council and to all affected customers and written approval is obtained from the City Council;
- (5) The customer does not comply with the service standards of Section 16 of this ordinance.

SECTION 13. SUBCONTRACTS:

The Franchisee may subcontract with others to provide a portion of the service where the Franchisee does not have the necessary equipment or service capability, provided written request is made to the Council and the Council's written approval is obtained. Approval or disapproval of the subcontract shall be made at the Council's sole discretion. Such a subcontract shall not relieve the Franchisee of total responsibility for providing and maintaining service and from compliance with this ordinance.

SECTION 14. ENFORCEMENT OFFICERS:

The Public Works Director shall enforce the provisions of this ordinance, and his agents, including police officers and other City employees so designated, may enter affected premises at reasonable times for the purpose of determining compliance with the provisions and terms of this ordinance.

SECTION 15. RULES AND REGULATIONS:

The Public Works Director or his designee may propose and prepare rules and regulations pertaining to this ordinance. The rules and regulations shall be printed or typewritten and shall be maintained for inspection in the office of the City Recorder. All proposed rules and regulations promulgated under the authority of this section and all amendments thereto shall be immediately forwarded to the Franchisee operating under this ordinance for his response. The Franchisee shall have 30 days to respond in writing to such proposed rules and regulations. The rules and regulations and any amendments thereto shall be approved by the Council following said 30 day period.

SECTION 16. CONTAINER/COLLECTION LIMITATIONS:

In addition to compliance with ORS Chapter 459 and regulations promulgated pursuant thereto:

- (1) To achieve the purposes of this ordinance, to prevent recurring back and other injuries to collectors and other persons, to comply with safety instructions to collectors from the State Accident Insurance Fund; and to comply with safety, health and environment safeguards:
 - (a) Solid waste cans shall have a round bottom, sides tapering outward to the opening at the top that provides for unobstructed dumping of the contents, a bail or two handles on opposite sides, a close-fitting lid with handle, not to exceed 32 gallons capacity and be water-tight in construction. Cans shall be made of metal or some rigid material that will not crack or break in freezing weather and be waterproof, rodent resistant, and easily cleanable. No solid waste can shall exceed 60 pounds gross loaded weight and putrescible material (garbage) shall be placed in plastic bags or securely wrapped in paper after being drained of liquids.
 - (b) Sunken refuse cans or containers shall not be used, unless they are placed above ground by the owner for service.
 - (c) On the scheduled collection day, the user shall provide safe access to the pickup point which does not jeopardize the safety of the driver or a collection vehicle or the motoring public or create a hazard or risk to the person providing service. Cans must be in a visible (from the street or alley) location which may be serviced and driven to by satellite vehicles where practical. Access must not require the collector to pass behind an automobile or other vehicle or to pass under low hanging obstructions such as eaves, tree branches, clotheslines or electrical wires which obstruct safe passage to and from cans. Cans must be at ground level, outside of garages, fences, and other enclosures, and within 100 feet of the street right-of-way curb. Where the Public Works Director 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.
 - (d) All solid waste receptacles located at multiple or single family residences shall be consolidated in one or more authorized locations on the regularly scheduled collection day, as agreed upon by the customer or property owner and the Franchisee.
 - (e) All solid waste receptacles owned by the customer or user shall be maintained in a safe and sanitary condition by the customer or user.
 - (f) Solid waste service customers shall place items not intended for pickup at least three feet from any solid waste can or container.
 - (g) No person shall block the access to a solid waste container or drop box.
 - (h) No person shall deposit material in or remove material from any drop box or container supplied by the Franchisee without permission of the Franchisee.
 - (i) No person shall take or remove any solid waste placed out for collection by the Franchisee or permittee under this ordinance.

SECTION 16. (CONT.)

- (1) (j) No person shall place any hazardous waste as defined by or pursuant to ORS Chapter 459 out for collection by another person, franchisee or permittee or place it in any container supplied by such person, franchisee or permittee without prior written notification and acceptance by the person, franchisee or permittee and also upon compliance with any requirements of ORS Chapter 459 and any rules or regulations thereunder.
- (k) All putrescible solid wastes shall be removed from any premises at least once every seven days, regardless of whether or not confined in any container, compactor or drop box or can.
- (l) No person shall use any solid waste collection container of one cubic yard or more in capacity unless it is supplied by the Franchisee or is approved by him on the basis of safety, equipment compatibility, availability or equipment and the purposes of this ordinance.
- (m) All solid waste receptacles owned by the Franchisee shall be maintained in a safe and sanitary condition by the Franchisee. The customer or user shall be liable for damage beyond reasonable wear and tear.
- (n) Customers using solid waste receptacles supplied by the Franchisee shall provide a location so as to meet standards of the Consumer Products Safety Commission.
- (o) All loads of solid wastes that may scatter, blow, leak or otherwise escape, and whether on collection vehicles or others, shall be so loaded as to prevent its scattering, blowing, leaking or otherwise escaping during transit to disposal or resource recovery.
- (p) No person shall install a stationary compactor for collection unless the Franchisee has been notified and has the necessary equipment to handle the solid wastes.
- (q) A container for hazardous or other special wastes shall be appropriately labeled and placed in a location inaccessible to the public. If the container is reuseable, it shall be suitable for cleaning and be cleaned.
(See also requirements of ORS Chapter 459 and rules and regulations thereunder).
- (2) No stationary compactor or other container for commercial or industrial use shall exceed the safe loading design limit for operation of the collection vehicles provided by the Franchisee serving the service area. Upon petition of a group of customers reasonably requiring special service, the Council may require the Franchisee to provide vehicles capable of handling specialized loads including, but not limited to, front loading collection trucks and drop-box trucks and systems.
- (3) To prevent injuries to users and collectors, stationary compacting devices for handling solid wastes shall comply with applicable federal and state regulations.

SECTION 17. SEVERABILITY CLAUSE:

Any finding by a court of competent jurisdiction that any portion of this ordinance is unconstitutional or invalid shall not invalidate any other provisions of this Ordinance.

SECTION 18. PENALTIES:

Violation by any person of the provisions of Section 4, Section 16 (1)(g) through(k) and (m) through (o), or Section 16 (4) of this ordinance shall be deemed to be a misdemeanor and shall be punishable upon conviction by a fine of not more than one thousand dollars (\$1,000).

SECTION 19. REPEALS:

The following ordinances are hereby repealed:

- Ord. No. 25, Passed 10 March 1953
- Ord. No. 204, Passed 9 July 1974
- Ord. No. 223, Passed 16 May 1976

SECTION 20. EFFECTIVE DATE:

The terms and provisions of this ordinance, except as expressly provided otherwise in Section 6 and in Section 17, shall become effective on January 1, 1980

PASSED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 13th DAY OF November, 1979.


YEAS: 6

NAYS: 0



R. M. Sturges, Mayor

ATTEST:



Jerri L. Widner
Finance Director/
City Recorder

EXHIBIT "A" TO ORDINANCE NO. 309

Rates Effective the 1st Day of January, 1980

I. Thirty-Two Gallon Can Maximum, One Stop Per Week:

- (1) Single family residential and commercial
- | | |
|---------------------------|------------------|
| One can | \$5.00 per month |
| Two cans | \$9.50 per month |
| Each additional | \$4.50 per month |
| Once a month (on request) | \$1.75 per month |
- (2) Multiple dwellings and trailer courts - of four or more units with a single billing made to and paid by the owner - \$4.00 per can.

II. Container Rates - First Stop Per Week, First Container:

- (1) Loose material
- | | |
|---------|-------------------|
| 2 yards | \$35.00 per month |
| 3 yards | \$52.00 per month |
| 4 yards | \$62.00 per month |
- Additional pickups per week shall be at the following rates:
- | | |
|---------|---------------------|
| 2 yards | \$18.00 each pickup |
| 3 yards | \$26.00 each pickup |
| 4 yards | \$31.00 each pickup |
- (2) Compacted Material - The rate for compacted material shall be double the rate for loose material if the customer furnishes the compactor. If the Collector furnishes a compactor, the Collector may charge such rental fee as is agreed upon by the customer and Collector.

III. Drop Box Rates:

- (1) Loose material
- A. Steady or monthly accounts - When the Collector furnishes the drop box and the customer pays disposal cost, the rate shall be: \$2.00 per yard for a 20 yard box; \$1.75 per yard for a 30 yard box; and \$1.50 per yard for a 40 yard box. Monthly rental fees shall be \$30.00, \$35.00 and \$40.00 for the 20, 30 and 40 yard boxes respectively.
- B. Irregular or non-monthly accounts - Rates for boxes delivered on an irregular or non-monthly basis shall be: \$2.50 per yard plus dump fees for each 20 yard box; \$2.15 per yard plus dump fees for each 30 yard box; and \$1.90 per yard plus dump fees for each 40 yard box. For boxes left on location for more than 48 hours, demurrage on rental charges shall be \$3.00 per day.

Continued...

Exhibit "A" to Ordinance No. _____
Rates Effective the 1 day of January, 1980.

III. Drop Box Rates (Cont):

- (1) Loose material (cont)
 - C. In addition to the foregoing rates, the Collector shall be entitled to \$.75 per mile for mileage in excess of 25 miles round trip from the drop box to the disposal site.
- (2) Compacted material - The rate for compacted material shall be \$3.50 per yard plus the cost of disposal if customer furnishes the compactor. If the Collector furnishes the compactor, the Collector may charge such rental fee as is agreed upon by the customer and Collector.