

ORDINANCE A-111-D

AN ORDINANCE GRANTING AN EXCLUSIVE FRANCHISE TO COBURG SANITARY SERVICE INC. TO COLLECT GARBAGE, TRASH, RECYCLABLES, YARD DEBRIS AND OTHER REFUSE WITHIN THE CITY LIMITS, PROVIDING FOR THE TERM OF FRANCHISE; PROVIDING FOR PAYMENTS TO THE CITY FOR FRANCHISE; REPEALING ORDINANCES A-111, A-111-A, A-111-B, A-111-C AND DECLARING AN EMERGENCY TO EXIST

WHEREAS, since June 1980, the City of Coburg has had a garbage franchise with Coburg Sanitary Service; and

WHEREAS, the existing franchise provides for an option for renewal; and

WHEREAS, the Coburg City Council conducted a public hearing on July 14, 2020, regarding the renewal of the franchise with Coburg Sanitary Service, Inc., an Oregon corporation (hereinafter referred to as franchisee or collector); and

WHEREAS, the Coburg City Council has no knowledge of any incidents of noncompliance with said franchise by the franchisee; and

WHEREAS, franchise desires to exercise their option to renew under the existing franchise, and seeks to obtain an additional option to renew; and

WHEREAS, the City of Coburg desires to accept and exercise that authority granted to it by the State of Oregon pursuant to Oregon Revised Statute 459A.085, and to grant renewal of said franchise to franchisee upon the terms set forth below.

THE CITY OF COBURG ORDAINS AS FOLLOWS:

Section 1. Definitions.

- a. **Garbage and refuse.** Solid waste, semi-solid waste including, without limitation; garbage, rubbish, refuse, trash, ashes or swill, new print or waste paper, corrugated or cardboard, grass clippings, compost, residential, commercial, industrial, governmental or institutional wastes, discarded home or industrial appliances, equipment or furniture, vehicle parts or tires, vegetable or animal waste or other wastes.
- b. **Recyclable Material.** Any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material.

- c. **Yard Debris.** Includes grass clippings, leaves, hedge trimmings and similar vegetative waste generated from residential property or landscaping activities, but does not include stumps or similar bulky wood materials.

Section 2. This ordinance shall be deemed to have been adopted and granted pursuant to ORS 459A085.

Section 3. The City Council of the City of Coburg hereby accepts Franchisee's exercise of its option to renew the existing franchise, as amended herein.

Section 4. Franchisee is hereby granted a ten-year franchise term (expiring July 13, 2030), on the terms set forth herein, providing Franchisee the exclusive right, franchise and privilege of collecting and hauling over the streets of the City of Coburg all garbage and refuse, recyclables, and yard debris.

Section 5. Franchisee is further granted an option to renew this franchise for an additional ten-year period.

Section 6. Within 30 days after adoption and approval of this ordinance, Franchisee shall file with the City Recorder its written acceptance, subject to all of the terms and conditions provided herein. In the event such acceptance is not filed as set forth above, this ordinance shall become void and of no further force and effect.

Section 7. In consideration for the granting of this privilege, right, and franchise, the Franchisee hereby agrees to pay to the City of Coburg the sum of \$2,000.00 per year during the term of this franchise, which sum shall be first payable within thirty days after its acceptance hereof and thereafter within thirty days after each annual anniversary date of this ordinance. As further and additional compensation, Franchisee shall remove all garbage, miscellaneous refuse, recyclables, and yard debris from all administrative buildings of the City of Coburg free of charge.

Section 8. Except as set forth in Section 9, it shall be unlawful for any person or persons, firms or corporations to haul, carry, or dispose of garbage, refuse, recyclables or yard debris within the City of Coburg except as provided in this ordinance.

Section 9. Persons and practices exempt from franchise.

- A. Nothing in this ordinance shall prevent the burning of leaves and dry rubbish.
- B. Nothing in this ordinance shall prevent an individual from hauling his own garbage, refuse, recyclables, or yard debris as provided herein and disposing of the same in a lawful manner.

Section 10. No person or persons shall fill refuse containers with dishwater or other liquids or semi-liquid kitchen wastes, which are properly disposable down the sanitary drain, and no

person, shall overload containers beyond the point where covers can be securely replaced. All garbage and refuse shall be wrapped in paper, placed in paper sacks, or wrapped or placed in sacks or containers made of such other materials that prevent or minimize leakage prior to being placed in any garbage can for collection.

Section 11. The Franchisee shall have and place in operation at least one (1) truck for the pick-up of garbage, recyclables, and yard debris, in keeping with modern standards of sanitation as provided by the State of Oregon Department of Sanitation.

As the City of Coburg grows in size and population, the City Council shall have the authority to require an additional truck or trucks in order that pick-ups shall be maintained in accordance with customary standards of good garbage, recyclable, or yard debris collection.

Section 12. All equipment used by the Franchisee shall be kept and maintained and clean. The Franchisee shall add to its equipment as it may become necessary in order to properly and in a sanitary manner collect garbage, recyclables and yard debris within the City limits and to transport the same, and there shall at all times be sufficient equipment to comply with the terms of this ordinance.

Section 13. The Franchisee shall make collections throughout the Coburg City Limits as required by the City Council; collection in all residential districts shall be conducted at least weekly. Franchisee shall perform all work in compliance with all the laws and regulations of the City of Coburg, the State of Oregon, and the United States federal government, including, without limitation, those pertaining to hazardous or toxic waste materials.

Section 14. Should the Franchisee fail, neglect or refuse to perform any of the terms, provisions, or stipulations of this agreement to be performed by Franchisee, then the City of Coburg shall have the right to cancel this agreement and franchise. Cancellation may be carried out by the City of Coburg in the event that there are repeated uncorrected violations of this franchise, and such cancellations shall be accomplished in the following manner: The City Recorder of the City of Coburg shall keep a record in writing of repeated uncorrected violations and shall report these violations to the Mayor who in his discretion may call for an explanation before the City Council of the City of Coburg. If the City Council in its own sole discretion decides it is in the best interest of the City of Coburg that this franchise be cancelled, then it may be cancelled by the Council by resolution. It is further understood that continued repeated violations, even though corrected, shall constitute evidence of bad faith on the part of the Franchisee, and shall in and itself be sufficient basis for the Mayor to call upon the Franchisee for an explanation before the Council in the manner above stated to the end that this franchise may be cancelled.

Section 15. Said Franchisee shall report all filth, dirt, garbage and miscellaneous refuse to the City of Coburg authorities and shall use every means within his command to assist in maintaining a clean, healthful and sanitary City.

Section 16. The rates to be charged by the Coburg Sanitary Service, Inc. for the collection of garbage, recyclables and yard debris under this franchise shall be as hereinafter set forth and not in excess thereof, with the Coburg Sanitary Service, Inc. having the right to collect such rates monthly in advance; and in the event that any person, firm, corporation or householder shall fail to pay the Franchisee for the services rendered by the Franchisee for a period of thirty (30) days, then the Franchisee shall prepare a statement to that effect and to the effect that he is terminating service to such person, firm, corporation or householder, and deliver a copy thereof to the City. The Franchisee shall have no duty to again commence serving said person until the Franchisee shall have been reimbursed for the delinquent payments.

Section 17. The rates to be charged until further action by the Council shall be as set forth in Schedule "A" attached hereto. Commercial rates will go into effect September 1, 2020 and residential rates will go into effect May 1, 2021

Section 18. Upon the request of the Franchisee, the Council may consider a change to rates from time to time during the period of this franchise or any extensions thereof. Any such change may be adopted by resolution.

Section 19. The Franchisee shall keep sufficient records of account so that all disputes with reference to billing and payment may be resolved at least to the extent that the franchisee shall have evidence for the position taken by him in the event of any dispute.

Section 20.

Violation of this Ordinance which shall constitute a Class C infraction. In addition to the imposition of any fine for the conviction for the violation of any provision of this ordinance, the Municipal Judge may also require a person convicted of violating this ordinance to pay for all or part of the court costs, the City's attorney fees in prosecuting the case, and such other reasonable costs which the City has incurred in the case.

Section 21 . This franchise shall be nontransferable except upon the consent of the City Council; however, such consent shall not be unreasonably withheld.

Section 22. The City of Coburg retains the right to amend this ordinance without prior consent and signature of the Franchisee, provided that any such amendment does not materially alter the rights and obligations of the Franchisee.

Section 23. Franchisee, their employees, agents, and contractors are not employees or agents of the City of Coburg for any purposes whatsoever. Franchisee shall defend, indemnify, and hold harmless the City of Coburg, its officers, employees, and agents from all damages, costs, payments, and liability which may arise from this ordinance or their performance hereof due to their act, omission, negligence or other wrongful conduct, or that of their employees, agents or contractors. Franchisee shall within thirty days after each annual anniversary date thereafter provide the City of Coburg with certificates of liability and workers compensation insurance proving that said coverage is and will continue to be in effect, that the City will receive notice

prior to any cancellation thereof and that the amounts thereof are sufficient to reasonably protect the City hereunder.

Section 24. In the event that any section or provision of this ordinance shall be judged to be invalid and unenforceable, then such adjudication shall invalidate only those section(s) or provision(s) which have been so judged, and the remaining sections and provisions shall remain in full force and effect.

Section 25. The City of Coburg's garbage franchise has expired, and the City Council determines that it is necessary for the immediate preservation of the peace, health and safety of the City that this ordinance takes effect immediately upon its passage by the City Council. Accordingly, hereby declare emergency.

Section 26. Ordinance A-111 Granting a Franchise to Ronald W. Nealon and Christine E. Nealon dba Coburg Sanitary Service, enacted June 10, 1980 is repealed. Ordinance A-111-A Amended Ordinance A-111 Renewing the franchise, enacted August 14, 2020 is repealed. Ordinance A-111-B Amending Ordinance A-111 and A-111-A to renew and extend the franchise term, enacted July 18, 2000 is repealed. Ordinance A-111-C amending Ordinances A-111, A-111-A, A-111-B to renew and extend franchise term, enacted June 8, 2010 is repealed.

ADOPTED by the **City Council** of the **City of Coburg** this 14th day of July, 2020. By a vote of ____ and ____ against.

APPROVED by the Mayor of the City of Coburg this 14th day of July, 2020.

Ray Smith, Mayor

ATTEST:

Sammy L. Egbert, City Recorder

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Schedule A

Residential Rates For Solid Waste Collection In the City of Coburg, Oregon

1. Basic Residential Curbside Service - Monthly:

The rates in this section include collection charges for garbage, recycling, and yard debris (unless otherwise specified); and applicable disposal fees. These rates are for curbside service only. The customer places the container curbside and retrieves it after collection.

RATES PER MONTH

	EOW ¹	Weekly	Each Additional Container
35 Gallon	\$16.75	\$24.50	\$20.00
65 Gallon		\$39.90	\$32.00
95 Gallon		\$49.90	\$42.00

¹35 gallon can every other week only available for non-putrescible solid waste.

Additional Service

Recycling service only (every other week).....	\$12.50/month
Additional recycling receptacle.....	\$8.00/month
Yard debris only (every other week).....	\$10.50/month
Additional yard debris receptacle.....	\$6.75/month
Pack out service (up to 100 feet from curbside).....	\$5.00/month/container
Call back fee.....	\$6.00/each occurrence
Start/stop fee.....	\$5.00/each occurrence
Propped open receptacle lid.....	\$5.00/each occurrence
Extra bag or container.....	\$5.00/bag/32 gallon unit
Contamination fee.....	\$27.50/per occurrence

2. Inside a Mobile Home Park, Condominium, or Apartment Complex:

The rates in this section include collection charges for solid waste and recycling (every other week recycling) and applicable disposal fees. These rates apply when the Mobile Home Park, Condominium, or Apartment Complex management is billed for solid waste removal within the Mobile Home Park, Condominium, or Apartment Complex on a single bill. Basic residential collection rates shall apply when residents of such complexes are billed individually. Service of any type collected more frequently than once a week shall be charged at the monthly rate multiplied by the number of times that service is provided during the week.

RATES PER MONTH

	EOW	Weekly
<i>35 Gallon</i>	N/A	\$16.00
<i>65 Gallon</i>	N/A	\$28.50
<i>95 Gallon</i>	N/A	\$37.25

****If recycling that is not prepared properly it will not be picked up****

3. Commercial Container Rate Monthly:

A. Roll Cart Rates:

The rates in this section include collection charges for solid waste and recycling; applicable disposal fees; and Lane County fees. These rates are for curbside service only. The customer places the container at the curbside for collection and the customer retrieves the container after collection. These rates do not include yard debris service.

	Monthly ²	EOW ²	Collection per Week					
			1	2	3	4	5	6
35 Gallon ³	9.50	15.20	23.70	47.40	71.10	94.80	118.50	142.20
60 Gallon	NA	NA	42.70	85.40	128.10	170.80	213.50	256.20
90 Gallon	NA	NA	53.20	106.40	159.60	212.80	266.00	319.20

²Only available for non-putrescible solid waste.

³Rate applies to container capacity of 30 to 40 gallons.

B. Container Rates⁵:

Bin Size (cu/yds)	*on call	*Monthly ⁴	EOW ⁴	Collection Per week						
				1	2	3	4	5	6	7
1.5	35.50	30.50	66.50	132.50	268.00	402.00	536.00	670.00	804.00	938.00
Each add 1	33.00	28.00	56.00	122.00	246.00	369.50	492.50	616.00	739.00	862.00
2	45.00	40.00	81.50	174.50	353.00	529.50	706.00	882.50	973.00	1235.50
Each add 1	42.00	37.00	76.75	160.50	324.00	486.50	648.50	810.50	973.00	1135.00

⁴Only available for non-putrescible solid waste.

⁵Containers Compacted either manually or mechanically compacted will be charged at the rate shown on 'Table C. Rear Load Compactors'.

****Above rates include disposal fee****

*In addition to the monthly and on-call charge per pick-up, the following monthly container rental rates will be charged.

Bin Size (cu/yds)	Monthly On-Call Container Rental
1	\$10.00
1.5	\$10.00
2	\$15.00
3	\$15.00
4	\$25.00
5	\$25.00
6	\$25.00

C. Rear load Compactors:

Compactors either manually or mechanically compacted

Bin Size (cu/yds)	On Call	EOW	Collection Per Week						
			1	2	3	4	5	6	7
1.5	77.00	140.50	305.00	616.50	925.00	1233.00	1541.50	1850.00	2158.00
2	101.00	185.00	402.00	812.00	1218.00	1624.00	2029.50	2435.50	2841.50
3	149.50	270.50	588.00	1187.50	1881.00	2375.00	2969.00	3562.50	4156.50
4	197.50	351.50	764.50	1544.00	2316.00	3088.00	3860.00	4632.50	5404.50
5	245.50	428.50	932.00	1882.00	2823.50	3764.50	4705.50	5646.50	6588.00
6	294.00	501.50	1090.50	2202.50	3304.00	4405.50	5506.50	6608.00	7709.50

4. Drop Box Rates:

Rates for drop boxes are set on a per pull basis and do not include the disposal fees. Disposal fees and/or other applicable Lane County fees are charged at the actual cost.

A. Drop Box Rates:

1. Removal of waste by Drop Box for cubic yard capacity.....\$5.25/yard
2. Removal of waste by compactor Drop Box for cubic yard capacity.....\$10.50/yard
3. Charge for placement of box in one-time pick-up.....\$53.00
4. Demurrage rates: delivery date and
following seven days until emptied.....\$0.00
subsequent days until emptied.....\$5.25
5. Charge to relocate box.....\$53.00

Disposal fees for Drop Box will be charged to the customer in addition to the Per Yard Rate

6. Removal of refuse by Hour or Load (does not include disposal fee):
 - a. Open space bed truck and one worker.....\$75.00
 - b. Open space bed truck and two workers...\$25.00 additional to #1
 - c. Packer 20yard and under, one worker.....\$75.00
 - d. Packer 20yard and under, two workers.....\$25.00 additional to #3
 - e. Load trash at curb, with no item exceeding 6ft in length
 - i. Truck and one worker-per load....\$75.00
 - ii. Truck and two workers-per load...\$25.00 additional to i

5. Conditions and surcharges

- A. Residential customers shall limit weight of a receptacle and its contents to the following maximum weight:

Cart Capacity	Maximum Weight
35 Gallon	60 lbs
65 Gallon	120 lbs
95 Gallon	145 lbs

- B. The weight of material put into a commercial receptacle or drop box, whether compacted or not, shall not exceed the lifting capacity of the licensee's equipment, nor shall the weight of a loader's drop box put the licensee over the weight limit for the loader vehicle. The licensee shall furnish the customer with information concerning limitations on its equipment upon request. A licensee is not required to collect receptacles exceeding 300 pounds gross loaded contents per cubic yard. However, if the licensee collects a receptacle exceeding weight limits, the licensee may charge the customer for disposal costs on the excess over 300 pounds per cubic yard. If drop boxes are overloaded to exceed the weight limit for a loaded vehicle, the customer shall be responsible for payment of any fine resulting from an overweight ticket. If the contents of a drop box or container are compacted, either manually or mechanically, the customer shall pay the city-approved compact rate.