

RESOLUTION NO. 172

CITY OF AURORA

A RESOLUTION ESTABLISHING A GARBAGE COLLECTION RATE FOR CURBSIDE
CART SERVICE AND DECLARING AN EMERGENCY:

Under Ordinance No. 249 for the City of Aurora, UNITED DISPOSAL SERVICE, INC., has the exclusive Franchise to provide Solid Waste Management in the City, including collecting, transporting, and conveying Solid Waste over the streets of the City, disposal of said waste, or recovery of materials or energy from said Solid Waste.

The Franchisee has applied to the City to establish rates for the new service of curbside cart collection with all other current rates remaining unchanged, and the Franchisee has submitted satisfactory evidence to the City Council to justify the requested rates.

NOW, THEREFORE, BE IT RESOLVED:

1. That the request of United Disposal Service, Inc., for rates for curbside cart service is approved and the City adopts this Resolution with the attached Exhibit "A" rate schedule, being incorporated by reference in this resolution. The rates approved shall be maximum rates.

2. The resolution being necessary for the immediate preservation of the public peace, health and safety, for the orderly dispatch of United Disposal Service, Inc., business in serving the City, an emergency is declared to exist and this Resolution shall take effect on the 1st day of August, 1988.

ADOPTED by the Aurora City Council at a regular meeting of the Council on the 26th day of July, 1988.



MAYOR

ATTEST:



JAN VLCEK, City Recorder

UNITED DISPOSAL SERVICE, INC.
 180 S. Pacific Hwy.
 Woodburn, Oregon, 97071
 PH. 981-1278

CITY OF AURORA

Effective Date: August 1, 1988

I. RESIDENTIAL RATE ON MONTHLY BASIS:

1 STOP PER WEEK - 32 Gallon Can	1 CAN	2 CANS	3 CANS
	\$7.65	\$13.00	\$18.20

NOTES ON RESIDENTIAL SERVICE: (1) IN TRAILER COURTS WHERE OWNER OF PARK IS RESPONSIBLE FOR PAYMENT, THE CHARGE WILL BE \$6.65 PER CAN.* (2) OCCASIONAL EXTRA CAN FOR A REGULAR CUSTOMER SHALL BE \$1.95. (3) THE MINIMUM CHARGE FOR ANY STOP FOR AN OCCASIONAL CUSTOMER SHALL BE \$3.65. (4) STATE ACCIDENT INSURANCE FUND SAFETY RECOMMENDATIONS SHALL BE FOLLOWED. THESE ARE THE CAN SHALL NOT EXCEED 32 GALLONS AND 60 POUNDS. CANS TO BE OF RECOMMENDED TYPE AND LOCATED IN ACCORDANCE WITH S.A.I.F. RECOMMENDATIONS. (*CAN AT CURB, ONE BILLINS.)

II. COMMERCIAL CAN RATE ON MONTHLY BASIS - 32 GALLON CAN:

1 STOP PER WEEK			2 STOPS PER WEEK			3 STOP PER WEEK		
1 Can	2 Cans	3 Cans	1 Can	2 Cans	3 Cans	1 Can	2 Cans	3 Cans
\$8.30	\$14.55	\$20.70	\$16.45	\$29.05	\$41.35	\$24.90	\$43.55	\$62.05

NOTES ON COMMERCIAL SERVICE: (1) ADDITIONAL CANS SHALL BE \$6.25 PER MONTH MULTIPLIED BY THE NUMBER OF STOPS PER WEEK. (2) AN EXTRA CHARGE OF 25% WILL BE MADE FOR EACH ADDITIONAL FLIGHT OF STAIRS. (3) EXTRA CHARGE MAY BE MADE FOR GARBAGE WHICH IS NOT READILY AVAILABLE ON COLLECTION DAY OR WHICH NEEDS ADDITIONAL JANITORIAL SERVICE. (4) BRUSH OR LIMBS ARE TO BE BUNDLED AND AT THE CURB. (5) THE CHARGE FOR MULTIPLE UNITS OF ANY TYPE SHALL BE TO THE OWNER OF THE UNITS. (6) AN EXTRA CHARGE MAY BE MADE FOR SERVICE THAT INCURS ADDITIONAL DISPOSAL COSTS SUCH AS TIRES, MAJOR APPLIANCES, ETC., OR FOR HANDLING OVERSIZED, ODOROUS, DANGEROUS OR LIQUID ARTICLES. (7) WHEN A STOP USES 7 OR MORE 32 GALLON CANS, THE COLLECTOR MAY REQUIRE THAT THE SERVICE BE SHIFTED TO A CONTAINER TYPE SERVICE. CANS ARE TO BE OF RECOMMENDED TYPE AND LOCATED IN ACCORDANCE WITH STATE ACCIDENT INSURANCE FUND-WORKERS COMPENSATION DEPARTMENT RECOMMENDATIONS.

III. RESIDENTIAL - CURBSIDE CART SERVICE

MONTHLY CHARGES AND PICKUPS PER WEEK

ONE 90 GALLON CART AT THE CURB - 1 STOP PER WEEK \$11.00

ADDITIONAL CARTS SHALL BE AT 100% OF THE FIRST CART RATE, MULTIPLIED BY THE NUMBER OF STOPS PER WEEK

COMMERCIAL - CURBSIDE CART SERVICE

ONE 90 GALLON CART AT THE CURB - 1 STOP PER WEEK \$13.42

ADDITIONAL CARTS SHALL BE AT 100% OF THE FIRST CART RATE, MULTIPLIED BY THE NUMBER OF STOPS PER WEEK.

NOTES ON RESIDENTIAL AND COMMERCIAL CURBSIDE CART SERVICE: (1) THIS SERVICE IS NOT MANDATORY. CAN SERVICE WILL STILL BE PROVIDED. (2) FRANCHISEE RESERVES THE RIGHT TO REFUSE CARTS TO ANY CUSTOMER WHERE THE USE IS NOT COMPATIBLE WITH THE CART. (3) ALL CARTS WILL BE PROVIDED BY FRANCHISEE. (4) CARTS WILL BE PROVIDED ONLY FOR REGULAR, WEEKLY CUSTOMERS WHO REQUEST THE SERVICE. NO CARTS WILL BE PROVIDED ON AN ON-CALL BASIS. (5) THE WEIGHT OF THE 90 GALLON CART AND CONTENTS SHALL NOT EXCEED 180 POUNDS. (6) CARTS WILL BE PICKED UP AT CURBSIDE ONLY AND MUST BE THERE PRIOR TO THE REGULARLY SCHEDULED TIME OF COLLECTION. (7) CARTS SHALL BE AT CURBSIDE NO MORE THAN 24 HOURS PRIOR TO COLLECTION, AND SHALL BE REMOVED WITHIN 24 HOURS AFTER COLLECTION OF SOLID WASTE BY THE FRANCHISEE. (8) THE CHARGE FOR MULTIPLE UNITS OF ANY TYPE SHALL BE TO THE OWNER OF THE UNITS. (9) WHERE CUSTOMERS WITHIN A TRAILER PARK OR APARTMENT COMPLEX HAVE INDIVIDUAL PICK-UP FOR EACH UNIT, THE RESIDENTIAL RATE SHALL BE CHARGED. WHERE SUCH CUSTOMERS HAVE SHARED PICK-UP, THE COMMERCIAL RATE SHALL BE CHARGED. (10) AN EXTRA CHARGE MAY BE MADE FOR SERVICE THAT INCURS ADDITIONAL DISPOSAL COSTS SUCH AS TIRES, MAJOR APPLIANCES, ETC. OR FOR HANDLING OVER-SIZED, ODOROUS, DANGEROUS OR LIQUID WASTE. AN EXTRA CHARGE MAY BE MADE FOR GARBAGE WHICH NEEDS ADDITIONAL JANITORIAL SERVICE.

IV. CONTAINER RATES ON A MONTHLY BASIS: (a) FOR LOOSE MATERIAL

STOPS PER WEEK:	ONE	TWO	THREE
ONE YARD	\$48.35	\$89.10	\$130.00
ONE-ONE/HALF YARD	64.25	118.85	173.40
TWO YARDS	82.60	152.75	223.20

(b) FOR COMPACTED MATERIAL

WHERE THE COMPACTED CONTAINER CAN BE DUMPED INTO THE COLLECTION TRUCK, THE CHARGE WILL BE DOUBLE THE ABOVE LOOSE RATE, AND THE COMPACTOR SHALL BE COMPATIBLE WITH THE EQUIPMENT OF THE COLLECTOR AND COMPLY WITH WORKERS COMPENSATION BOARD REGULATIONS

(c) CHARGE FOR LARGER CONTAINERS AND ADDITIONAL STOPS

FOR LARGER CONTAINERS: THE CHARGE SHALL BE A MULTIPLE OF THE PRICE FOR THE TWO YARD CONTAINER FOR THE RELEVANT NUMBER OF STOPS PER WEEK. FOR MORE THAN THREE STOPS PER WEEK, THE RATE SHALL BE THE DIFFERENCE BETWEEN THE SECOND AND THIRD STOP PER WEEK FOR EACH ADDITIONAL STOP, MODIFIED AS NECESSARY FOR CONTAINERS LARGER THAN TWO YARDS.

(d) MISCELLANEOUS PROVISIONS FOR CONTAINERS

THE CHARGE FOR THE USE OF THE CONTAINER IS INCLUDED IN THE PRICE FOR SERVICE. THE MINIMUM CHARGE FOR A CONTAINER SHALL BE THE ONE STOP PER WEEK RATE. WHILE NO RENTAL CHARGE WILL BE MADE ON CONTAINERS, WHERE CONTAINERS ARE USED IN HANDLING MATERIAL THAT CAUSES EXCESSIVE WEAR OR DAMAGE, AN ADDITIONAL CHARGE MAY BE MADE FOR SUCH WEAR OR DAMAGE. THE CHARGE FOR DELIVERY OF A CONTAINER TO AN OCCASIONAL CUSTOMER SHALL BE \$15.20. THE CHARGE FOR EMPTYING SAID OCCASIONAL CONTAINER SHALL BE BASED ON THE FIRST STOP PER WEEK RATE.

V. DROP BOX SERVICE RATES: (a) FOR LOOSE MATERIAL

THE CHARGE SHALL BE \$3.15 PER YARD FOR 20 AND 30 YARD DROP BOXES, AND \$2.95 PER YARD FOR 40 YARD DROP BOXES. IN ADDITION, THERE SHALL BE A \$53.50 PER MONTH RENTAL CHARGE ON A BOX. FOR BOXES LEFT ON AN OCCASIONAL BASIS, THERE SHALL BE A RENTAL CHARGE OF \$4.00 PER DAY AFTER 48 HOURS ON A LOCATION. THE COST OF DISPOSAL SHALL BE CHARGED IN ADDITION TO THE YARDAGE AND RENTAL CHARGES.

V. DROP BOX SERVICE RATES: (CONTINUED)

(b) FOR COMPACTED MATERIALS
 THE CHARGE SHALL BE \$4.75 PER YARD PLUS COST OF DISPOSAL WHERE THE CUSTOMER FURNISHES THE COMPACTOR DROP BOX. HOWEVER, FOR A 15 YARD OR SMALLER COMPACTED DROP BOX, A COMPACTOR OF ANY KIND THAT HAS TO BE HAULED TO THE DISPOSAL SITE AND RETURNED TO THE CUSTOMER, THE SERVICE FEE SHALL BE \$76.90 PLUS COST OF DISPOSAL IF THE COLLECTOR AGREES TO FURNISH THE COMPACTOR, THE RENTAL SHALL BE THE CURRENT RATE THE COLLECTOR WOULD PAY ON A LEASE-PURCHASE. BEFORE ACQUIRING A COMPACTOR, THE CUSTOMER MUST MAKE CERTAIN THE COMPACTOR TO BE ACQUIRED IS COMPATIBLE WITH THE EQUIPMENT OF THE COLLECTOR OR THE EQUIPMENT THE COLLECTOR IS WILLING AND ABLE TO ACQUIRE AND COMPLIES WITH WORKERS COMPENSATION BOARD REGULATIONS.

VI. MISCELLANEOUS SERVICES AND PROVISIONS:(a) HOURLY HAULING RATES
(Plus Cost of Disposal)

ONE TRUCK AND ONE MAN - \$44.30 PER HOUR

ONE TRUCK AND TWO MEN - \$60.55 PER HOUR

(b) EACH LOCATION OF CANS WILL BE

BILLED AS A SEPARATE ACCOUNT UNDER THIS SCHEDULE.

(c) WHEN MATERIALS OR CUSTOMER ABUSE

CAUSES EXCESSIVE WEAR OR DAMAGE TO THE DROP BOX, THE COST OF REPAIR OR REPLACEMENT MAY BE CHARGED TO THE CUSTOMER.

(d) THE WEIGHT OF MATERIAL PUT INTO

A CONTAINER OR DROP BOX, WHETHER COMPACTED OR UNCOMPACTED, SHALL NOT EXCEED THE LIFTING CAPACITY OF THE COLLECTOR'S EQUIPMENT NOR SHALL THE WEIGHT PUT THE COLLECTOR OVER THE WEIGHT LIMIT FOR THE LOADED VEHICLE. THE COLLECTOR SHALL FURNISH THE CUSTOMER WITH INFORMATION CONCERNING LIMITATIONS ON HIS EQUIPMENT, UPON REQUEST.

(e) EVERY PERSON WHO GENERATES OR

PRODUCES SOLID WASTE SHALL HAVE ALL PUTRESCIBLE WASTES REMOVED AT LEAST EVERY 7 DAYS, WITH MORE FREQUENT REMOVAL IF NECESSARY TO PREVENT HEALTH HAZARDS, NUISANCES OR POLLUTION IN ACCORDANCE WITH OAR 340-61-070(3).

(f) IF THE WEIGHT OF A CONTAINER EXCEEDS250 POUNDS (LOOSE), AN ADDITIONAL REASONABLE DISPOSAL FEE MAY BE CHARGED. ON DROP BOXES, A COUNTY APPROVED AVERAGE CHARGE MAY BE USED.