

**RESOLUTION NO. 1789**

**A RESOLUTION APPROVING A RATE INCREASE FOR KELLER DROP BOX, UNITED DISPOSAL SERVICE, INC., FOR SOLID WASTE AND RECYCLING COLLECTION IN THE CITY OF WILSONVILLE.**

WHEREAS, pursuant to WC 8.150 and the terms of the garbage hauler franchise granted by Ordinance 208, Keller Drop Box, United Disposal Service, Inc. has requested a change in the rates for service provided under the franchise; and

WHEREAS, WC 8.150 (3) requires that rates and compensation for the service shall be reasonable; and

WHEREAS, the franchise requires that the City Council set rates upon the following considerations: (1) the cost of performing the service provided by the franchisee, (2) the anticipated increases in the cost of providing service, (3) the need for equipment replacement and the need for additional equipment to meet service needs, compliance with federal, state and local law, ordinances and regulation; or technological change, (4) the investment of the franchisee and the value of its business and the necessity that the franchisee shall have a reasonable rate of return, (5) the rates in other cities for similar service, and (6) the public interest by assuring reasonable rates to enable the franchisee to provide efficient and beneficial service to the residents and other users of the service; and

WHEREAS, the franchisee has requested a rate increase based primarily on an increase in Metro's disposal fee and operating costs; and

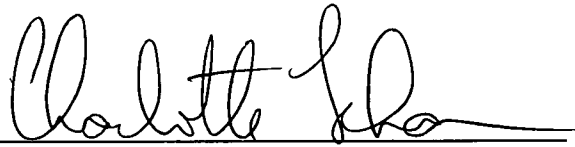
WHEREAS, the City Council has conducted a duly noticed public hearing on the proposed rate increase, considered evidence and testimony taken at such hearing, and upon consideration of the factors enumerated above, hereby finds that the proposed rate increase is appropriate;

**NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:**

1. That based upon the foregoing recitals, the rate schedule for garbage and recycling service as shown in Exhibit A, attached, is hereby approved and declared to be effective September 1, 2002.

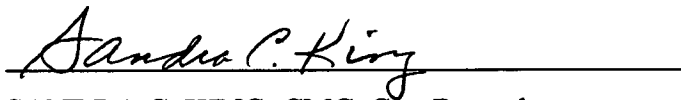
2. This resolution is effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof on the 5<sup>th</sup> day of August , 2002, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, Mayor

Attest:



SANDRA C. KING, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	<u>Yes</u>
Councilor Helser	<u>Yes</u>
Councilor Kirk	<u>Excused</u>
Councilor Barton	<u>Yes</u>
Councilor Holt	<u>Yes</u>

**Rates for Solid Waste Services Provided by Keller Drop Box /United Disposal Service, Inc.**

*City of Wilsonville*

*Effective September 1, 2002*

**I Single Family Residential Service**

**A. Service Options**

**Full Service:**

1. Weekly curbside collection of garbage. Customer choice of one or more carts. Available cart sizes are 20 gallon, 32 gallon, or 60 gallon. Carts to be provided by United Disposal.
2. Weekly curbside collection of specified recyclables on the same day as garbage service. Two 14 gallon containers are provided by United Disposal.
3. Weekly curbside collection of yard debris on the same day as garbage service. 60 gallon carts will be provided by United Disposal Co.

**Limited Service:**

1. On-call garbage collection. Customer provides garbage can.
2. Recycling only. Weekly curbside collection of recyclables. Two 14 gallon containers will be provided by United Disposal
3. Yard Debris only. Weekly curbside collection of yard debris. 60 gallon cart will be provided by United Disposal.
4. Recycling and yard debris only. Weekly curbside collection of recyclables and yard debris. Two 14 gallon containers and one 60 gallon cart to be provided by United Disposal.

**B. Rates-Full Service**

20	gal. Cart	\$17.10	per month
32	gal. Cart	\$19.15	per month
60	gal Cart	\$25.60	per month

Occasional extras (bag, box or can) \$ 4.50 each

Additional carts will be charged at double the single rate.

**C. Rates-Limited Service**

On-Call	Check or Cash	\$ 7.00	per 32 Gal. Can or equivalent
Recycling only		\$ 6.00	per month
Yard debris only		\$ 5.50	per month, per cart
Recycling and yard debris		\$ 10.50	per month

**D. Rates-Full Service-Single Family Residences exempt from yard debris Collection (Under City of Wilsonville Ordinance no. 204)**

20	gal Cart	\$13.00 per month
32	gal Cart	\$15.00 per month
60	gal Cart	\$22.00 per month

Occasional extras (bags, box, or can) \$ 4.50 each

Additional cart will be charged at double the single cart rate.

**II Commercial Services**

**A. Rates-Cart Service-per month, per cart**

32	gal Cart	\$ 12.30
60	gal Cart	\$ 19.95
90	gal Cart	\$ 25.55

Occasional extras (bags, box, or can) \$ 4.50 each

Additional carts will be charged at double the single cart rate. Multiple carts may not be used instead of a container.

**B. Rates-Loose Container Service-per month, per container**

Container Size	Stops per Week				
	1	2	3	4	5
1 yard	\$ 69.75	\$ 133.00	\$ 196.45	\$ 259.95	\$ 323.25
1.5 yard	\$ 97.55	\$ 187.15	\$ 276.60	\$ 366.15	\$ 455.75
2 yard	\$ 127.60	\$ 244.75	\$ 361.90	\$ 479.05	\$ 596.34
3 yard	\$ 185.40	\$ 352.25	\$ 528.45	\$ 704.60	\$ 880.70
4 yard	\$ 243.20	\$ 462.20	\$ 693.25	\$ 924.40	\$1,155.45
5 yard	\$ 301.15	\$ 575.40	\$ 858.15	\$1,144.15	\$1,430.30
6 yard	\$ 358.95	\$ 682.00	\$1,022.95	\$1,363.95	\$1,704.90
8 yard	\$ 474.70	\$ 901.85	\$1,352.00	\$1,803.45	\$2,254.30

Extra container dumped between regular services will be charged a percentage of regular monthly container rate, plus a call out fee based on the hourly charge rate.

Containers filled over the top, or heavier than 300 lbs. per yard will be charged at \$15.00 per yard rate. Customers will be charged an additional \$10.00 per container per month for each container that has to be physically moved in order to be serviced.

**C. Rates-Compacted Container Service**

A compacted container where material can be collected by the normal container truck, the charge will be two and one-half (2.5) times the loose container rate. Compactor shall be furnished by the customer and shall be compatible with the collector's equipment. Customer shall be required to maintain the container in a safe and operable condition in accordance with workers compensation board regulations. Putrescible waste must be hauled weekly, compacted or not.

### III Multi-Family Services

#### A. Rates-Compacted Container Service

A compacted container where material can be collected by the normal container truck, the charge will be two and one-half (2.5) times the loose container rate. Compactor container shall be furnished by the customer and shall be compatible with the collector's equipment. Customer shall be required to maintain the container in a safe and operable condition in accordance with workers compensation board regulations. Putrescible waste must be hauled weekly, compacted or not.

#### B. Recycling-Only Rates

Where a multi-family complex uses a compact drop box or train system for garbage collection, the following schedule will be used to charge for recycling services provided.

<u>No. of Units</u>		
10-99	\$ 105.12	minimum per month
100-199	\$ 1.84	per unit
200-299	\$ 1.42	per unit
300-399	\$ 1.31	per unit
>400	\$ 1.26	per unit

**Notes:**

Customer to provide enclosure/shelter and Hauler to provide containers.

Enclosure/shelter is defined as any City/Hauler approved system to collect material.

Material to be collected must be approved by Hauler.

### IV Industrial or Drop Box Service

#### A. Rates-Loose Drop Box Haul Fee

10	yard box	\$ 81.00	per haul
20	yard box	\$ 81.00	per haul
30	yard box	\$ 121.55	per haul
40	yard box	\$ 140.15	per haul

103% of the disposal charge incurred will be added to the haul charge.

#### B. Rates-Compact Drop Box Haul Fee

Minimum charge-15 yards or less	\$ 90.00	per haul
Greater than 15 yards	\$ 6.00	per yd per haul

103% of the disposal charge incurred will be added to the haul charge.

Customer provided compact box, shall be compatible with Hauler's equipment and must comply with workers compensation board regulations.

**C. Rates-Miscellaneous**

Delivery Fee	\$ 20.00	each
Screened box fee	\$ 15.00	per haul
Rental fee-loose boxes	\$ 5.50	per day
	\$ 55.00	per month 10 yard box
	\$ 60.00	per month 20 yard box
	\$ 65.00	per month 30 yard box
	\$ 70.00	per month 40 yard box

**V. Miscellaneous Rates and Services**

**A. Hourly Charge Rates**

1 truck and 1 driver	\$ 80.00	per hour
1 truck, 1 driver and 1 helper	\$ 115.00	per hour

103% of the disposal charge incurred will be added to the hourly charge.

**B. Tires**

Collection of tires shall be charged under the hourly charge rates, plus disposal.

**C. Temporary Container Service (2 cubic yard container)**

Rate is \$30.00 per collection

Containers on site for a period in excess of 72 hours shall be charged rent at \$5.00 per week

Deliver/removal charge	\$ 25.00	per container
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**D. Overtime**

Where overtime is required to be incurred by the Hauler to meet the request of the customer, the haul charge shall be increased by 50%.

**E. Mobile Home Parks**

Where Park residents have individual cart service and individual billing, single family cart rates will apply.

Where Park residents have individual cart service, but the owner of the Park is responsible for payment of services, single family cart rates will be reduced by \$1.00 per month. This applies to automated service only. Semi-automated collection will be at full service fee.

For Parks which have one central cart collection location and the owner of the Park is responsible for payment of services, single family cart rates will be reduced by \$2.00 per month. This applies to automated service only. Semi-automated collection will be at full service fee.

## **VI Miscellaneous Provisions**

### **A. Definition of Multi-Family**

A single structure containing more than four living units will be considered a multi-family customer, and subject to the multi-family rates. Mobile Home Parks are not multi-family customers. See above for Mobile Home Park rates.

Where a multi-family structure is receiving cart service and the owner of the structure is responsible for the payment of services, then the cart rates shall be \$1.00 per month less than the normal multi-family cart rates. This applies to automated service only. Semi-automated collection will be at full service fee.

Where a multi-family structure has one central cart collection location and the owner of the structure is responsible for payment of services, then the cart rates shall be \$2.00 per month less than the normal multi-family cart rates. This applies to automated service only. Semi-automated collection will be at full service fee.

### **B. Bulk Item Collection**

Oversized bulk items, such as furniture and appliances, will be charged under the Hourly Collection Rate, plus disposal.

### **C. Overweight Carts**

Garbage or yard debris carts which exceed 2 pounds per gallon or where lids will not properly close, will be assessed an "occasional extra" charge.

### **D. Use of Cans**

Use of cans for garbage or yard debris material is not allowed except as an "occasional extra." On call garbage customers are allowed to use cans. Carts will be provided upon request.

### **E. Lost or Damaged Recycling Containers**

Replacement of lost or unusually damaged recycling containers will be charged at \$5.00 per container.

Replacement of lost or unusually damaged garbage carts will be charged at the following rate:

20 and 32 gal. carts will be \$45.00  
60 gal. carts will be at \$65.00  
90 gal. carts will be at \$75.00

### **F. Contaminated Yard Debris Carts**

Yard debris carts contaminated with garbage will be charged \$8.00 extra per occurrence.

### **G. Time Limits**

Carts and recycling containers shall not be placed at the curb more than 24 hours prior to collection and shall be removed no later than 24 hours after collection. Carts or recycling containers not readily available on collection day may be assessed an additional charge.

Franchisee may require generators of putrescible solid waste to remove waste at least every 7 days, or more frequently, if necessary to prevent health hazard, nuisances, or pollution.

#### **H. Cart Limits**

When a single customer uses multiple carts which are the equivalent of one cubic yard or more of waste per week, the franchisee may require the customer to change to container type service.

Franchisee reserves the right to refuse cart service to any customer where the use is not compatible with the cart.

#### **I. Cart, Container or Drop Box Damage**

Unusual damage caused by the type of material or negligent care of the customer, may be assessed an additional charge. The cost to repair or replace a unit damaged by vandalism, fire, or other extraordinary causes will be the responsibility of the customer.

#### **J. Cart, Container and Drop Box Weight Limits**

The weight of material placed in a cart, container or drop box, whether loose or compacted, shall not exceed the lifting capacity of the franchisee's equipment or cause the franchisee to exceed the loaded weight limit of the vehicle. Upon request, the franchisee will provide the customer with information concerning limitations on their equipment.

Containers weighing more than 300 pounds per cubic yard may be charged an additional disposal fee of \$15.00 per yard.

Any cart, container, or drop box that is compacted, either mechanically or manually, will be charged at compact rates.

#### **K. Multiple Locations**

Any customer which has carts, containers or drop boxes at more than one location, then each location will be charged as a separate account under this schedule.

#### **L. Special Disposal Needs**

Any customer, due to the type of material collected, required disposal at a site other than the franchisee's normal disposal site, will be charged under the Hourly Charge Rate in addition to the normal haul rate.

#### **M. Access for Collection**

All customers shall provide a space, regardless of type of unit, that is adequate for the franchisee to safely collect the material. The space provided must comply with the City of Wilsonville development code.

Any cost necessary for the customer to comply with this section, shall be the responsibility of the customer.

#### **N. Hazardous Waste Restriction**

Placement of hazardous waste material in a unit collected by franchisee is prohibited.

#### **O. Medical Waste Restrictions**

Placement of any medical waste, including syringes, IV tubing with needle attached, glass tubes, and slides, in a unit collected by franchisee is strictly prohibited. United Disposal will provide at cost, Sharp Containers for your disposal.