

ORDINANCE NO. 254-21

AN ORDINANCE REGULATING SOLID WASTE DISPOSAL, COLLECTION AND RECYCLING; ENABLING THE GRANTING OF AN EXCLUSIVE SOLID WASTE COLLECTION FRANCHISE TO WASTE CONNECTIONS OF OREGON, INC. (dba SANITARY DISPOSAL) ITS SUCCESSOR AND ASSIGNS; PROVIDING FOR INSPECTION AND PENALTIES

THE CITY OF IRRIGON ORDAINS AS FOLLOWS:

SECTION 1. SHORT TITLE. This ordinance shall be known as the “Solid Waste Management Ordinance” and may be cited and pleaded as such and shall be referred to within this document as “this ordinance”

SECTION 2. PURPOSE, POLICY AND SCOPE: it is declared to be the public policy of the City of Irrigon to regulate solid waste management to:

- A. Ensure safe, economical and comprehensive solid waste service;
- B. Ensure rates that are just and reasonable and adequate to provide necessary public services;
- C. Prohibit rate preferences and any other practice that might be discriminatory; and
- D. Provide for technologically and economically feasible recycling and resource recovery by and through the franchisee.

SECTION 3. DEFINITIONS: When used in this Chapter, unless the context requires otherwise:

CITY: Where the city limits are extended, the City shall include such extended geographic boundaries.

COMPENSATION INCLUDES:

- (1) Any type of consideration paid for service including, but not limited to, rent, the proceeds from resource recovery, any direct or indirect provision for payment of money, goods, services or benefits by tenants, lessees, occupants or similarly situated persons;
- (2) The exchange of service between persons; and
- (3) The flow of consideration from a person owning, possessing or generating solid waste to another person who provides services or from a person providing services to another person owning, possessing or generating solid waste.

COUNCIL: The City Council of the City of Irrigon.

FRANCHISEE: Waste Connections of Oregon, Inc., an affiliate of Waste Connections, Inc. (dba Sanitary Disposal), to whom a franchise is granted by the City Council pursuant to this ordinance. Such franchise shall grant exclusive rights to provide service and solid waste management service for compensation.

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.

RESOURCE RECOVERY: The process of obtaining useful material or energy resources from solid waste, including energy recovery, material recovery, recycling and reuse of solid waste.

SERVICE: The collection, transportation, storage, transfer, disposal of or the resource recovery from solid waste.

SOLID WASTE: All putrescible and non-putrescible wastes, including but not limited to garbage, rubbish, refuse, ashes, wastepaper, cardboard, grass clippings, compost, tires, equipment and furniture; sewage sludge, septic tank and cesspool pumping or other sludge; commercial, industrial, demolition and construction wastes; discarded or abandoned vehicles or parts thereof; discarded home or industrial appliances; manure, vegetable or animal solid and semi-solid wastes, dead animals, infectious waste as defined in ORS 459.386, and other wastes; but the term does not include:

- (1) Hazardous waste as defined in ORS 466.005.
- (2) Materials used for fertilizer or for other productive purposes or which are salvageable as such materials are used on land in agricultural operations and the growing or harvesting of crops and the raising of fowls or animals.
- (3) Beverage containers, subject to reuse or refund provisions, contained in ORS 459A.700 TO 459A.740
- (4) Infectious solid waste, as defined by ORS 459.387.

SOLID WASTE MANAGEMENT: The prevention or reduction of solid waste; management of the storage, collection, transportation, treatment, utilization processing and final disposal of solid waste; or resource recovery from solid waste; and facilities necessary or convenient to such activities.

WASTE: Material that is no longer usable or wanted by the sources of the material, which material is to be utilized or disposed of by another person. For the purpose of this paragraph, "utilized" means the productive use of wastes through recycling, reuse, salvage, resource recovery, energy recovery or landfilling for reclamation, habilitation or rehabilitation of land.

SECTION 4. ACTIVITIES AND PRACTICES REGULATED.

A. Except as otherwise provided in this ordinance, it shall be unlawful for any person other than the franchise holder under the provisions of this ordinance, to provide solid waste management service in the City of Irrigon for compensation.

B. Nothing in this franchise shall:

- (1) Prohibit a federal or state agency that collects, stores, transports or disposes of waste, solid waste or recyclable materials, or those who contract with such agencies to perform the service, but only insofar as the service is performed by or for the federal or state agency.
- (2) Prohibit any person in the City from hauling his own yard debris, construction material, waste, or recyclable materials in a lawful manner; provided, however, that each developed property will have a solid waste container for weekly collection service by the franchisee;
- (3) Prohibit a generator of source separated recyclable material from selling or exchanging such material to any person for fair market value for recycling or reuse that is approved accordingly to the Irrigon Development Code;
- (4) Prohibit any person from transporting, disposing of or resource recovering, sewage sludge, septic pumping or cesspool pumping through the City that is collected outside the City. No person, other than the City or their designee shall perform such action within the City limits;
- (5) Prohibit any person licensed as a motor vehicle dismantler under ORS 822.110 et seq. from collecting, transporting, disposing of or utilizing motor vehicles or motor vehicle parts;
- (6) Prohibit any person transporting solid waste through the City that is not collected within the City;
- (7) Prohibit a contractor registered under ORS Chapter 701 from hauling waste created in connection with demolition, construction or remodeling of a building or structure or in connection with land clearing and development. Such waste shall be hauled in equipment owned by the contractor and operated by the contractor's employees or container provided by and through the franchisee;
- (8) Prohibit the collection, transportation and reuse of repairable or cleanable discards by private charitable organizations regularly engaged in such business or activity and not engaged in the regular business of collection of putrescible solid waste.
- (9) Prohibit a non-profit charitable, benevolent or civic organization from collecting recyclable materials provided that such collection is not a regular or periodic business of such organization. The organizations shall comply with all applicable provisions of this chapter;
- (10) Prohibit a person from transporting or disposing of waste that is produced as an incidental part of the regular carrying on of the business of janitorial service, gardening or landscaping service, or rendering (These sources do not include the collection, transportation or disposal of accumulated or stored wastes generated or produced by other persons.); and
- (11) Require franchisee to store, collect, transport, dispose of or resource recover any hazardous waste as defined by or pursuant to ORS Chapter 466; provided, however, that franchisee may engage in a separate business of handling such wastes separate and apart from this franchise and chapter.

SECTION 5. EXCLUSIVE FRANCHISE AND TERM OF FRANCHISE: There is hereby granted to Waste Connections of Oregon, Inc. (dba Sanitary Disposal), an Oregon corporation, the exclusive right, franchise and privilege of using the streets of the City to provide solid waste management service for commercial, industrial and residential establishments within the City of

Ordinance 254-21 Solid Waste Management Ordinance w/Waste Connections of Oregon, Inc.

Irrigon. The rights, privileges and franchise herein granted shall begin on December 1, 2017 2021 and shall be considered as a continuing five-year franchise. That is, beginning December 1 of each year, the franchise will be considered renewed for an additional five-year term, unless at least thirty (30) days prior to December 1 of any year either party shall notify the other party in writing of intent to terminate further renewals of the franchise. Upon the giving of such notice of termination, the franchisee shall have a franchise which will terminate five (5) years from the date of the notice of termination of renewals. The Council may later extend the term or reinstate continuing renewals upon mutual agreement with the franchisee. Nothing in this section restricts the Council from suspending, modifying or revoking the franchise for cause as outlined in succeeding sections of this ordinance. This franchise may be transferred only upon approval of the City Council. The sale of shares, merger, consolidation, reorganization or restructuring in which the current shareholders are no longer the principal owners and managers shall be treated as a transfer of interest requiring approval.

SECTION 6. PRACTICES PROHIBITED WITHOUT A FRANCHISE: Unless exempted by Section 4 no person shall:

- A. Solicit for service customers,
- B. Advertise the providing of service, or
- C. Transport household solid waste except their personal yard debris, construction material or outside weeds, or rubbish.

SECTION 7. RESPONSIBILITY OF FRANCHISEE:

- A. The franchisee shall provide collection service to all developed and/or requested property within of the City of Irrigon, as directed by the City.
- B. The franchisee shall make available solid waste management service, as defined in this ordinance, at least once a week to customers in the City.
- C. The franchisee shall use proper and suitable equipment for the hauling, removal and transportation of solid waste. All equipment for transporting solid waste on public roadways within the City of Irrigon shall be covered, and all equipment for handling said waste material shall be equipped with a metal body, water tight and drip proof. Equipment shall be kept clean at all times, and sufficient equipment shall be on hand to properly and adequately remove all solid waste subject to the terms of this ordinance.
- D. Lids shall be replaced on all receptacles by the collector after being emptied.
- E. The franchisee shall use a disposal facility site that is approved by the Department of Environmental Quality (DEQ) and the City.
- F. The franchisee shall, without charge to the City pick up, carry away and dispose of any and all waste materials placed by the City of Irrigon in suitable containers which hold solid waste generated by the City of Irrigon. It is understood, however, that the franchisee may impose reasonable charges to the City for extraordinary disposal activities such as the removal of demolition materials.

- G. 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. Such a subcontract shall not relieve the franchisee of total responsibility for providing and maintaining service and from compliance with this ordinance. Franchisee shall provide written notice to the City of its intention to subcontract any portion of the service and receive City approval prior to entering into such agreement. The subcontractor shall comply with all provisions of this ordinance.
- H. The franchisee, in conjunction with the City shall develop and implement an “opportunity to recycle” program that meets the mandated state recycling program requirements.
- I. The franchisee shall permit inspection by the City of the franchisee’s facilities, equipment and personnel at reasonable times. The franchisee shall keep proper books and records covering solid waste collection, removal, or disposal and recycling operations, which books and records shall be open to inspection by the City at reasonable times.
- J. The franchisee shall comply with all laws relating to solid waste management service.
- K. The franchisee shall submit a certificate of public liability insurance with a thirty (30) day notice of cancellation clause, acceptable to the City, which will cover its business operation including each vehicle operated by said franchisee. The insurance coverage shall be amounts not less than the minimum requirements of the Oregon Tort Claims Act as now enacted or hereafter amended. The insurance shall indemnify and save the City harmless against liability or damage which may arise or occur from an injury to persons or property as a result of said franchisee’s operation of the solid waste business.
- L. The franchisee shall inform the City of any additional non-reoccurring charges when the additional amounts become known to the franchisee.

SECTION 8. RATES: Any person who receives solid waste management service from franchisee shall be responsible for payment of such service to the City of Irrigon. The rates to be charged to all persons or properties by the City shall be reasonable and uniform, taking into consideration the cost of performing the service rendered. Future rates shall be set by separate resolution during the term of the franchise by the City Council. Said rates shall be on file at City Hall for public inspection. Initial rates with this ordinance are located at Exhibit A.

SECTION 9. BILLING, COLLECTION AND FRANCHISE WHOLESALE: The City of Irrigon shall do all billing, coordination and collection of the service fees on a monthly basis. The City shall wholesale collection and solid waste services from franchisee on a monthly basis. Future wholesale rates shall be set by separate resolution during the term of the franchise by the City Council as requested by the franchisee. Services will be paid monthly within 30 days receipt of invoicing from franchisee. Initial wholesale rates with this ordinance are located at Exhibit B.

SECTION 10. CHARGES TO THE CITY: The City can request the franchisee provide drop boxes, haul and disposal of waste generated on City owned properties for a charge equal to the disposal costs the Transfer Station pays Finley Buttes Landfill for disposing of the waste. The franchisee shall provide the City a copy of the Finley Buttes Landfill rates whenever there is a rate adjustment.

SECTION 11. OWNERSHIP RECYCLABLE MATERIALS: All recyclable materials located, placed or deposited in a container, drop box or receptacle intended to be collected by the Ordinance 254-21 Solid Waste Management Ordinance w/Waste Connections of Oregon, Inc.

franchisee shall belong to the franchisee. It shall be unlawful for any person other than the franchisee to remove recyclable material from such receptacles, and any person removing such materials in violation of this section shall be guilty of a misdemeanor and subject to the penalties defined in Section 16 of this ordinance.

SECTION 12. PUBLIC RESPONSIBILITY: In addition to and not in lieu of compliance with ORS Chapter 459 and other applicable laws and regulations:

- A. Customers shall take appropriate actions to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste or hot ashes are not put into a can, cart, container or drop box. When materials or customer abuse, fire or vandalism causes excessive wear or damage to a cart, container or drop box, the cost of repair or replacement may be charged to the customer.
- B. No unauthorized person shall place materials in or remove materials from a solid waste collection container without permission of the owner of the container. For the purpose of this section the franchisee is the "owner" of containers supplied by franchisee. Persons to whom the franchisee supplies containers shall be authorized persons within the meaning of this section.
- C. No unauthorized person shall remove solid waste placed out for collection and resource recovery.
- D. Unless permitted by the franchisee, no person shall install or use any container over thirty-two (32) gallons in capacity for pickup by franchisee other than those supplied by franchisee. The purpose of this subsection is to ensure safe equipment, sizes and weights, and facilitate franchisee utilizing the most efficient collection equipment and methods.
- E. The franchisee is not required to service an underground container unless the person responsible for it places the container above the ground prior to the time for collection.
- F. Each customer shall provide safe access to the solid waste container or waste without risk or hazard to franchisee's employees, the public or franchisee. Container(s) will be placed weekly at the street or curbside for collection.
- G. No container designed for mechanical pickup shall exceed safe loading weights or volumes as established by the franchisee to protect service workers, the customer, the public and the collection equipment.
- H. No container designed for manual pickup shall exceed thirty-two (32) gallons in size or fifty (50) pounds in weight when loaded and eighteen (18) pounds when empty. Such containers shall be made of metal or be solid, fire proof, rodent proof and not be subject to cracking or splitting, and have proper handholds and bails. Container must be kept in good condition by the customer.
- I. Customers using mechanically emptied containers furnished by the franchisee shall provide a smooth, level, hard surface area approved by the City and the franchisee for the container.
- J. Unless special service or service equipment is provided by the franchisee for handling unconfined waste, materials such as rubbish and refuse, brush, leaves, tree cuttings and other debris for manual pickup and collection shall be in securely tied bundles or in boxes, sacks or

other receptacles, and solid waste so bundled, tied or contained shall not exceed sixty (60) pounds in weight.

- K. Where a customer requires an unusual volume of service or a special type of container requiring substantial investment in equipment, the franchisee may require a contract with the customer as necessary to finance and assure amortization of such equipment. The purpose of this provision is to assure that such equipment does not become a charge against other rate payers who are not benefitted. In no event shall such a contract be in effect longer than this ordinance.
- L. Stationary compacting devices for solid wastes shall comply with federal and state safety-standards and provide adequate protection to the user and franchisee.
- M. Any vehicle used by a person to transport solid waste shall be so loaded and operated as to prevent the wastes from dropping, sifting, leaking, blowing or otherwise escaping from the vehicle onto any public right-of-way or lands adjacent.
- N. No person shall block access to any container or drop box or roll off box supplied by franchisee.
- O. Every person who generates or produces solid waste shall have removed all putrescible solid waste at least every seven (7) days. More frequent removal may be required where a facility or service involves the public health. All solid waste shall be removed in sufficient frequency as to prevent health hazards or pollution.
- P. All putrescible materials shall be stored in manually emptied containers supplied by the generator or producer or in mechanically emptied containers or drop boxes supplied by the franchisee. When manually or mechanically emptied containers are used, they shall be covered except during loading and emptying. When drop boxes are used, all putrescible materials shall be placed in plastic bags and tied.
- Q. The producer or generator of solid waste shall clean containers and shall keep the area around such container free of accumulated solid waste or wastes. The franchisee shall provide maintenance as required to containers supplied by franchisee.
- R. No person shall burn, dump, bury, collect, remove or in any other manner dispose of solid waste upon any street, alley, public place or private property within the City except as provided in this ordinance. Other than contracting with the franchisee, alternate approved disposal methods shall be as follows:
 - (1) Waste paper, boxes, rubbish and debris, brush, leaves, grass, wood and cuttings from trees, lawns, shrubs and gardens (excepting paper, cardboard or wood containers in commercial quantities) may be burned on private property only if the method of burning is approved by the City and is done accordance with Oregon Department of Environmental Quality rules and regulations and with a local burn permit.
 - (2) Composting of lawn, garden, brush, leaves, grass, etc., wastes through accepted composting methods including vermiform composting. Punch cards (City to provide) may be used for transporting yard material (parameters provided by Waste Connections of Oregon) to the Hermiston Transfer Station, free of charge.

- S. All putrescible solid waste must be drained of excess liquids and wrapped.
- T. Ashes will be taken only if placed in a plastic bag and tied.
- U. All developed properties shall have weekly trash service and billed monthly by the City.
- V. Customers will be billed and pay the City for their set service (container type and size). The set container size will be determined for those existing accounts. New accounts will be set at the 90-gallon container or arranged yardage containers. Additional items, specific pick-ups, or drop boxes will be noted as additional one-time charges following the completion of such extra charge or service. The City has the right to lien properties which fail to pay garbage or collection charges.
- W. All properties will utilize the trash service, keeping their properties clean and free of trash, debris or refuse.
- X. Customers may suspend services if to be away for extended periods (months) with container remaining at the property, such as snow-birds. All properties vacant or in foreclosure will maintain active accounts to ensure no nuisance violations occur.
- Y. All containers will be 90 gallon or larger, mechanically collected, unless current established container size is smaller prior to the adoption of this ordinance. Any changes to a larger container (90 gallon) shall remain at the new increased container size (e.g. 35 gal to 90 gal).

SECTION 13. SUSPENSION, MODIFICATION OR REVOCATION OF FRANCHISE:

- A. Failure to provide necessary service or otherwise comply with the provisions of this ordinance after written notice and a reasonable opportunity to comply shall be grounds for modification, suspension or revocation of the franchise.
- B. After written notice from the Council that such grounds exist, the franchisee shall have twenty (20) days from the date of mailing of the notice in which to comply or request a public hearing before the Council.
- C. The franchisee and other interested persons shall have an opportunity to present oral, written or documentary evidence to the council.
- D. If the franchisee fails to comply within the time specified or if the Council hearing is held, with the order of the Council entered upon the basis of findings at the public hearing, the Council may suspend, modify or revoke the franchise or make such action contingent upon continued noncompliance.

SECTION 14. INTERRUPTION OF FRANCHISEE'S SERVICE: The franchisee agrees, as a condition of this franchise, that whenever the City 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 City Council may, after a minimum of twenty-four (24) hours actual notice to the franchisee and a public hearing if the franchisee requests it, provide or authorize another person to temporarily provide the service or to use and operate the land, facilities and equipment of the franchisee to provide emergency service. If a public hearing is requested by the franchisee, it may be held immediately by the City Council after compliance with the minimum notice requirements for such meetings established by the Oregon Public Meetings Ordinance 254-21 Solid Waste Management Ordinance w/Waste Connections of Oregon, Inc.

law. The City Council shall return any seized property and business upon abatement of actual or threatened interruption of service and after payment to the City for any net cost incurred in the operation of the solid waste service.

SECTION 15. TERMINATION OF SERVICE: The City or Franchisee shall not terminate service to all or a portion of the customers unless:

- A. The street or road access is blocked, and there is no alternate route and provided that the franchisee shall restore service no later than twenty-four (24) hours after street or road access is opened;
- B. 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.
- C. Ninety (90) days written notice is given to the City Council and to affected customers, and written approval is obtained from the City Council; or
- D. The customer does not comply with the service standards of Section 12 of this ordinance.

SECTION 16. BINDING ARBITRATION: In the event that an irreconcilable difference arises between the City and franchisee on their respective duties and responsibilities under the franchise or ordinance, an arbitration board shall be chosen, consisting of three persons, one chosen by the City, one by the franchisee and one chosen by the two appointed arbiters who must be approved by both the City and franchisee. The arbiters shall choose a time, date and place within thirty (30) days of appointment of the last arbiter, to hear both sides of the dispute and promptly render a decision that is binding on both the City and the franchisee. Where good cause is shown and recorded in the minutes, the time for decision may be extended as absolutely necessary. Procedure chosen may be that of the American Arbitration Association or that specified in ORS chapter 36 for court supervised arbitration. Costs shall be split equally between the City and franchisee unless the arbitrators make an award of costs including without limitation, arbiter's time.

SECTION 17. PENALTIES: Any person violating any of the provisions of this ordinance may be fined according to the City Master Fee Schedule for Title IV. Every day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder. Franchise holders shall be subject to the penalties provided herein for the violation of the provision of this ordinance.

SECTION 18. AMENDMENTS. The City or the franchisee may propose amendments to this franchise. Proposed amendment shall be in writing and shall be delivered to the City and the franchisee. The City Council shall hold a public hearing on the proposed future amendments. Franchisee shall be given at least thirty (30) days written notice of such hearing. The City Council may after public hearing, adopt the amendments. The franchise shall be amended upon acceptance of the amendments by franchisee.

SECTION 19. ACCEPTANCE. This ordinance shall become effective when accepted by franchisee and shall then be and become a valid and binding contract between the City and franchisee; provided, however, that this ordinance shall be void unless franchisee shall, within

ninety (90) days after final passage of this ordinance, file with the City Recorder of the City a written acceptance of this ordinance and the franchise herein granted.

SECTION 20. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 21. REPEAL AND SAVINGS CLAUSE. Ordinances No. 650, 45, and Ord 242-17 are hereby repealed.

SECTION 22. EMERGENCY CLAUSE. Inasmuch as it is necessary for the health, safety, comfort and convenience of the people of the City of Irrigon that this ordinance have immediate effect, an emergency is hereby declared to exist; and this ordinance shall be in full force and effect upon passage by the Council.

PASSED by the City Council and approved on November 16, 2021

APPROVED:

By: _____
Mayor

ATTEST:

City Manager

ACCEPTED BY FRANCHISEE:

Waste Connections of Oregon, Inc.

By: _____ Date: _____

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Mayor

ATTEST:

City Manager

ACCEPTED BY FRANCHISEE:

Waste Connections of Oregon, Inc.

By: _____

VICE PRESIDENT

Date: 11/19/21

SOLID WASTE RATES CUSTOMER RATES

“EXHIBIT A”

FEES AND REGULATIONS FOR THE CITY OF IRRIGON 12-1-2021

RESIDENTIAL & COMMERCIAL MECHANICALLY EMPTIED CONTAINERS

SOLID WASTE RATE SCHEDULE:

- | | | |
|----|---|-------------------|
| 1. | 35 Gallon cart served weekly – Residential curb | \$11.05 per month |
| | Commercial curb | 11.75 per month |
| 2. | 90 Gallon cart served weekly – Residential curb | 14.25 per month |
| | Commercial curb | 20.75 per month |
| 3. | Commercial loose solid waste | |
| a. | 1.5 Yard container – Once a week pickup | 71.92 per month |
| | Each additional weekly pickup | 59.27 per month |
| | b. 2 Yard container – Once a week pickup | 93.02 per month |
| | Each additional weekly pickup | 76.70 per month |
| 4. | Commercial compacted solid waste | |
| a. | 1.5 X's (times) the loose container rate pickup | |
| 5. | Cardboard recycling container | 10.99 per month |
| 6. | Special waste charges to be set by City | |

REGULATIONS:

- 1.5 yard and larger containers must be placed on a hard level surface in a location that will prevent container run-away.
- Container placement must be easily accessible to truck and collector.
- Cart placement must be at curb or roadside.

MANUALLY EMPTIED CONTAINERS

SOLID WASTE RATE SCHEDULE:

- Containers at curb or roadside
 - Extra charges per pickup for solid, not on a regular basis (on route) \$3.00 per 32-gallon container
 - Containers are priced at level full with lid closed and extra charges will be made for “over-the-top-bulk” \$2.10 minimum
- Large bulk items set by city when charged by wholesaler
- Minimum special pickup charges to be arranged between city and collector.

REGULATIONS:

1. Regulation container (manually emptied)
 - a. Size-32-gallon maximum not to exceed 50 pounds in weight when filled and 18 pounds when empty.
 - b. Containers must have lids and handles.
 - c. Containers must be kept clean and in good condition. Plastic liners are recommended.
2. Container placement must be at curb or roadside.
3. All garbage must be drained of excess liquids and wrapped.
4. Ashes will be taken **ONLY** if placed a in plastic bag and tied. (FIRE HAZARD TO EQUIPMENT AND TRANSFER STATION.)
5. Any solid waste around the container will be taken and an extra charge made unless the collector is otherwise notified by the customer.
6. No hazardous waste will be taken.

DROPBOX RATE SCHEDULE

Delivery Fee \$40.80 for the first box
Dropbox service within 7-day period \$139.00 haul fee plus \$28.77 per ton disposal fee

Dropbox Additional Charges:

Passenger vehicle tire(s) \$2.85 each
Passenger vehicle tire charge with wheel \$8.94 each
Truck tire(s) \$11.88 each
Truck tires(s) with wheel \$21.90 each
Freon containing appliances \$29.70 each
Friable asbestos \$77.58 per ton

Demurrage (rent) charge per box after 7th day..... \$ 4.50 per day

REGULATIONS:

1. Dropboxes can be loaded-level full with a maximum weight of ten (10) tons.

COMPACTED DROPBOX RATE SCHEDULE:..... \$72.37 per hour haul fee plus \$21.25 per ton disposal fee

RESIDENTIAL yard trimming and debris disposal permits are available upon request at **Irrigon City Hall** for residential customers.

WASTE CONNECTIONS OF OREGON, INC WHOSALE RATES

“EXHIBIT B”

RESIDENTIAL/COMMERCIAL FEES AND REGULATIONS TO THE CITY OF IRRIGON 12-1-2021

RESIDENTIAL & COMMERCIAL MECHANICALLY EMPTIED CONTAINERS

SOLID WASTE RATE SCHEDULE:

- | | | |
|----|--|-------------------|
| 1. | 35 Gallon cart served weekly – Residential curb | \$ 8.30 per month |
| | Commercial curb | 9.15 per month |
| 2. | 90 Gallon cart served weekly – Residential curb | 11.70 per month |
| | Commercial curb | 16.70 per month |
| 3. | Commercial loose solid waste | |
| | a. 1.5 Yard container – Once a week pickup | 58.30 per month |
| | Each additional weekly pickup | 49.80 per month |
| | b. 2 Yard container – Once a week pickup | 75.35 per month |
| | Each additional weekly pickup | 66.90 per month |
| 4. | Commercial compacted solid waste | |
| | a. 1.5 X's (times) the loose container rate pickup | |
| 5. | Cardboard recycling container | 9.50 per month |
| 6. | Special waste charges to be set by city | |

REGULATIONS:

1. 1.5 yard and larger containers must be placed on a hard level surface in a location that will prevent container run-away.
2. Container placement must be easily accessible to truck and collector.
3. Cart placement must be at curb or roadside.

MANUALLY EMPTIED CONTAINERS

SOLID WASTE RATE SCHEDULE:

1. Containers at curb or roadside
 - a. Extra charges per pickup for solid, not on a regular basis (on route) \$2.30 per 32 gallon container
 - b. Containers are priced at level full with lid closed and extra charges will be made for “over-the-top-bulk”. 1.75 minimum
2. Large Bulk Items set by city when charged by wholesaler
3. Minimum special pickup charges to be arranged between city and collector.

REGULATIONS:

1. Regulation container (manually emptied)
 - a. Size-32 gallon maximum not to exceed 50 pounds in weight when filled and 18 pounds when empty.
 - b. Containers must have lids and handles.
 - c. Containers must be kept clean and in good condition. Plastic liners are recommended.
2. Container placement must be at curb or roadside..
3. All garbage must be drained of excess liquids and wrapped.
4. Ashes will be taken **ONLY** if placed a in plastic bag and tied. (FIRE HAZARD TO EQUIPMENT AND TRANSFER STATION.)
5. Any solid waste around the container will be taken and an extra charge made unless the collector is otherwise notified by the customer.
6. No hazardous waste will be taken.

DROPBOX RATE SCHEDULE

Delivery Fee \$32.75 for the first box
Dropbox service within 7-day period \$104.85 haul fee plus \$18.80 per ton disposal fee.

Dropbox Additional Charges:

| | |
|--|----------------|
| Passenger vehicle tire(s) | \$ 2.30 each. |
| Passenger vehicle tire charge with wheel | 7.25 each. |
| Truck tire(s) | 9.65 each. |
| Truck tires(s) with wheel | 17.80 each. |
| Freon containing appliances | 24.10 each |
| Friable asbestos | 70.60 per ton. |

Demurrage charge per box after 7th day \$ 3.90 per day

REGULATIONS:

1. Dropboxes can be loaded-level full with a maximum weight of ten (10) tons.

COMPACTED DROPBOX RATE SCHEDULE:

Customer owned compactor on call \$64.65 per hour haul fee plus \$18.80 per ton disposal fee.

RESIDENTIAL yard trimming disposal permits are available upon request at **Irrigon City Hall** for residential customers in good standing.