

AN ORDINANCE GRANTING AN EXCLUSIVE FRANCHISE FOR THE COLLECTION AND DISPOSAL OF GARBAGE, RUBBISH, AND ASHES WITHIN THE CITY OF SWEET HOME,

The City of Sweet Home does ordain as follows:

Section 1. That there is hereby granted to Sweet Home Sanitation Service, Inc., hereinafter called the "collector", exclusive right, franchise, and privilege of collecting rubbish and ashes and other waste material generally, and articles ordinarily and customarily discarded from business and domestic establishments, such franchise to be in full force and effect for a period of 14 years, beginning June 1, 1976, and terminating May 31, 1990.

Section 2. That in consideration of such privilege, right and franchise, the said collector shall pay to the City a sum equal to three percent (3%) of the collector's annual gross receipts collected within the legal boundaries of the City of Sweet Home. Said fee is payable at the rate of \$100.00 per month on the first day of each month. The collector must make a formal summation of his gross receipts on March 31 of each fiscal year, making restitution at that time for any difference between his monthly payments and the three percent (3%) of the total gross. If three percent (3%) of the total gross is less than the total of the operator's monthly payments for the last calendar year, then the City shall allow compensation by deleting the deficiency from upcoming billings. The amount of said franchise fee shall be renegotiated between the city and the collector every third year from June 1, 1976. In the event of a dispute the City Council shall determine the fee.

Section 3. The collector shall furnish to the city, at their own cost, a corporate surety bond in the penal sum of \$1,000.00 to guarantee the strict observance and performance of this ordinance.

Section 4. That in consideration of such privilege, right, and franchise, said collector shall at all times during the term of said franchise perform and carry out the following terms and conditions:

(a) The collector shall provide sufficient means to collect garbage and debris in the city of Sweet Home, Oregon, and transport the same away from the city without spilling or dropping portions thereof upon the streets of said city in the course thereof.

(b) The collector shall not discriminate and will take the garbage and debris from all sources in the city daily from business area thereof and weekly from the residential area, and shall make such schedules and arrangements with private citizens that they may depend upon a regular schedule for the removal of garbage and debris from their residences; provided, that the collector shall not be required to serve persons who shall allow their bills for garbage services to remain unpaid for a period longer than three months, or who shall fail, refuse, or neglect to place garbage in sound containers which will not spill or scatter garbage upon collection thereof by the collector.

Section 5. The rates to be charged to firms, persons, and corporations shall be reasonable and uniform, taking into consideration the services rendered. The rate schedule agreement which have

been in effect since January 1, 1976, shall be the rate schedule until such time that it is renegotiated and changed by the city and the collector. Any changes in the rate schedule must be approved by the City Council. Before granting any changes in the rate schedule, the City Council shall hold a public hearing thereon. Notice of such public hearing shall be published once not less than ten days prior thereto in a newspaper of general circulation in the city of Sweet Home.

Section 6. In the event the collector shall fail, neglect, or refuse to fulfill all the terms and stipulations of this franchise to be by them performed, then the city of Sweet Home shall have the right to cancel and annul this franchise; provided, however, before any such cancellation the City Council shall cause to be served upon the collector a written notice setting forth wherein the collector failed in duties as set forth in this ordinance, and fix a time not less than 10 days after the service of such notice when the matter will be heard before the City Council. At such hearing, the collector shall have the right to be present in person and to be represented by counsel and to present such witnesses and evidence as may be proper concerning the matter. All witnesses shall be heard under oath, and may be cross-examined by the adverse party. Findings of the City Council thereon shall be conclusive.

Section 7. This franchise shall not be assignable by the collector to any third person without the written consent of the City Council first had and obtained, and until such assignee has filed his acceptance and agreement to abide by the terms hereof with the city manager.

Section 8. The collector shall collect the garbage, debris, and waste materials from the public waste receptacles maintained by the city of Sweet Home, the waste receptacles at the city hall, at the city library, at the city parks and at other reasonable places designated by the city, and shall make no charge to the city of Sweet Home for this service. The collector shall also collect and dispose of garbage, debris, and waste materials at such times that the city shall have special problems in disposing of such materials on such terms as may be agreed upon by the collector and the City Council.

PASSED by the Council and approved by the Mayor this 13 day of April,
19 76.

ATTEST:

David M. Cutcher

City Manager - Ex-officio City Recorder

Ray E. Johnson
Mayor