

RESOLUTION NO. 2300

A RESOLUTION APPROVING A RATE INCREASE FOR ALLIED WASTE OF CLACKAMAS AND WASHINGTON COUNTIES, FOR SOLID WASTE AND RECYCLING COLLECTION IN THE CITY OF WILSONVILLE

WHEREAS, Allied Waste Incorporated of Clackamas and Washington Counties (Allied Waste) successor in interest to United Disposal Incorporated which was granted an exclusive franchise to collect, transport, and convey solid waste over and upon the streets of the City of Wilsonville and to dispose of or recover materials from such solid waste by Ordinance 204, and as amended by Ordinances 281 and 402; and

WHEREAS, the franchise rates established under Ordinance 204 shall be in effect until any change in rates shall be approved by resolution with the last rate change occurring by Resolution No. 2196, adopted July, 2009, and

WHEREAS, Allied Waste is requesting a raise in rates which it believes to be appropriate, reasonable, and uniform based on the following recitals, and

WHEREAS, a smaller increase now will deter a larger increase in 2012; and

WHEREAS, a residential increase of 2.7% will be \$0.20 for 20-gallon container service and \$1.20 for 65-gallon container service, and

WHEREAS, a commercial increase of 4.5% for customers receiving service twice a week for a 2-yard container would spend \$300.61 per month and \$288.15 per month by replacing the 2-yard container for a 4-yard container, saving \$12.46 per month; customers receiving service four times a week for a 3-yard container would spend \$891.18 per month and would spend \$30.55 per month less by replacing the 3-yard container for a 4-yard container with pick up three times per week; or, spend \$52.10 per month less by replacing the 3-yard container for a 6-yard container with pick up two times a week.

WHEREAS, industrial customers will receive an aggregate increase of 4.5%; users of 30-yard and 40-yard containers would see an increase of 2.5%; and an 8.5% increase for using 10-yard and 20-yard containers. The price of a 30-yard container would increase by \$2.75.

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; (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

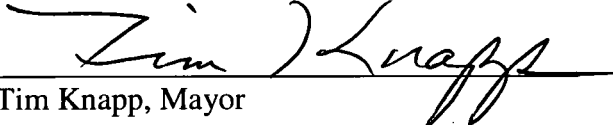
WHEREAS, the City Council has conducted a duly noticed public hearing on the proposed rate increase, considered evidence and testimony taken at such hearing, and upon consideration of the factors enumerated above, hereby finds that the proposed rate increase is appropriate, reasonable and uniform;

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 July 1, 2011.

2. This resolution is effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville on the 20th day of June 2011, and filed with the Wilsonville City Recorder this date.



Tim Knapp, Mayor

Attest:



Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Tim Knapp	Yes
Council President Celia Nunez	Yes
Councilor Richard Goddard	Excused
Councilor Scott Starr	Yes
Councilor Steven Hurst	Yes

Attachment: Exhibit A

Exhibit A

ALLIED WASTE SERVICES OF CLACKAMAS AND WASHINGTON COUNTY

CITY OF Wilsonville
Effective Date: July 1, 2011

I. RECYCLING SERVICES: The rates below were established to include the cost for specific recycling services, as well as the collection and disposal of solid waste. They include:

A. SINGLE-FAMILY RESIDENTIAL:

- 1. Weekly curbside pick-up of co-mingled recycling on the same day as garbage service providing one 65-gallon roll-cart container and two 14-gallon totes.
- 2. Weekly curbside pick-up of yard debris providing a 65-gallon roll cart. Only yard debris at the curb in the 65-gallon roll cart will be collected.

B. MULTI-FAMILY RESIDENTIAL: Weekly or weekly on-call pick-up of recyclables (newspaper, glass, tin, aluminum, and cardboard).

C. CITY OFFICES: Office paper recycling of all items included in the Allied Waste Services Mixed Paper Program and corrugated cardboard.

II. MONTHLY RATE FOR RESIDENTIAL SERVICE OF ONE CART:

Cart Size	One Stop per Week
20-Gallon	\$21.00
35-Gallon	\$23.60
60-Gallon	\$31.20
90-Gallon	\$42.90
Occasional extra (35-gallon can or 1 bag)	\$5.50
An additional cart will be charged at double the single cart rate.	

NOTES ON RESIDENTIAL SERVICE: (1) In mobile home parks and apartment complexes where residents have individual cart service and individual billing, single-family cart rates will apply. Where park residents have individual 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. (2) All carts will be provided by the franchisee to regular, weekly customers with a cart service level only. (3) Only 35-gallon carts can be used for the occasional extra cart for both regular and occasional customers. (4) An occasional extra 35-gallon cart for a regular customer is \$5.00. (5) The minimum charge for any stop for an occasional customer is \$10.60 Occasional customers (on-call) should have their carts serviced a minimum of once (1) every other month. (6) Recycling service will be provided to an occasional customer only on days that garbage is collected from that customer. A fee of \$10.00 may be charged for

replacement of damaged or lost recycling bins or to customers that request more than two. Customers will be charged \$60.00 for a lost or damaged garbage cart, and \$63.00 for a yard debris cart, and \$63.00 for a recycling cart. (7) State Accident Insurance Fund safety recommendations shall be followed. Cans provided by customers shall not exceed 35-gallons and 60-pounds when full. (8) Yard debris carts are intended for the collection of yard debris only. If the yard debris cart contains material other than yard debris, collection shall be charged at garbage rates, (\$6.00 per contaminated cart). (9) carts, and recycling bins shall be at curbside no more than 24 hours prior to collection and shall be removed within 24 hours after collection of solid waste and recyclables by the franchisee. (10) 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. (11) Customers may request recycling only (\$9.50 per month); yard debris collection only (\$6.95 per month); or both (\$14.40 per month). 12. An extra charge of \$20.00 for a driver to go back and pick up a customer that was reinstated or failed to put cart out on time after driver has left area.

III. MULTI-FAMILY AND COMMERCIAL SERVICE:

Monthly Rates For Multi-Family and Commercial Single Cart Service - Loose	
Cart Size	One Stop Per Week
35-Gallon	\$15.55
60-Gallon	\$24.70
90-Gallon	\$31.10
An occasional extra 35-gallon can or bag will be charged at \$5.50 each.	
An additional cart will be charged at double the single cart rate.	

Monthly Rates For Multi-Family and Commercial Container Service -- Loose							
Container Size	Stops Per Weeks						
	1	2	3	4	5	6	7
1 Cubic Yard	\$83.15	\$165.25	\$243.40	#N/A	#N/A	#N/A	#N/A
1.5 Cubic Yards	\$116.35	\$229.85	\$343.00	N/A	N/A	#N/A	#N/A
2 Cubic Yards	\$152.20	\$300.65	\$448.80	\$605.55	\$760.85	\$918.75	\$1079.55
3 Cubic Yards	\$221.20	\$437.85	\$655.75	\$891.20	\$1124.55	\$1,357.40	\$1596.75
4 Cubic Yards	\$288.15	\$574.75	\$860.65	\$1169.95	\$1476.40	\$1782.20	\$2096.65
5 Cubic Yards	\$359.40	\$707.70	\$1065.95	\$1449.05	\$1828.95	\$2207.45	\$2596.70
6 Cubic Yards	\$424.40	\$839.10	\$1271.25	\$1728.65	\$2181.75	\$2634.05	\$3099.20
8 Cubic Yards	\$562.75	\$1110.55	\$1,681.90	\$2288.65	\$2889.10	\$3488.30	\$4105.00

A. COMPACTED CONTAINER SERVICE:

Compacted is defined as manually or mechanically compacted. When materials can be collected from a compacted container by the normal container truck, the charge will be three (3) times the loose container rate. The weight of material put into a container or drop box, whether compacted or un-compacted, 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. Compactor containers 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.

B. RECYCLING ONLY RATES:

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

Recycling Rates for Multi-Family Sites With Compactors or Train Systems	
Number of Units	Monthly Charge
10-99	\$120.00 (minimum per month)
100-199	\$2.05 per unit
200-299	\$1.60 per unit
300-399	\$1.45 per unit
400+	\$1.40 per unit
Note: Customer will provide and maintain enclosure/shelter and Hauler will provide containers. Enclosure/shelter is defined as any City/Hauler-approved system to collect material. Material to be collected must be approved by the Hauler.	

NOTES ON MULTI-FAMILY AND COMMERCIAL SERVICE: (1) Additional carts shall be at 100% of the first cart rate multiplied by the stops per week. (2) An occasional extra 35-gallon can for a regular customer shall be \$5.50 each occurrence. (3) An extra charge may be made for garbage which is not readily available on collection day or which needs additional janitorial service. (4) The charge for multiple units of any type shall be to the owner of the units. (5) Collection of tires, major appliances, etc., or for handling oversized, odorous, dangerous or liquid articles will be charged according to the charges referred to in Schedule A – Section 6. (6) When a stop uses the equivalent of seven or more 35-gallon carts, collector may require that the service be shifted to a container-type service. (7) Franchisee reserves the right to refuse carts to any customer where the use is not compatible with the cart. (8) All carts will be provided by franchisee. (9) The weight of the 35-gallon cart and contents shall not exceed 60 pounds. The weight of the 60- or 90-gallon cart and contents shall not exceed 180 pounds. (10) Carts will be picked up at curbside only and must be there prior to 6:00 a.m. (11) 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. (12) Where customers within an apartment complex have individual pick-up of garbage, but no yard debris collection from each unit, the multi-family rate shall be charged. (13) A multi-family classification is defined as a single structure containing more than four living

units. Where a multi-family structure is receiving cart service and the owner of the structure is responsible for the payment of services, the cart rates shall be \$1.00 per month less than the normal multi-family cart rates. 14. An extra charge may apply for garbage that is not readily available on collection day, or in need of additional janitorial service.

IV. DROP BOX SERVICE:

Drop box rates shall be the following rates:

Box Size	Loose (Per Haul)	Compacted Material
10-20-yard	\$98.00	\$95.00 (minimum charge for 15 yards or less)
20-29-yard	\$125.00	\$126.60
30-39-yard	\$136.25	\$190.00
40+-yard	\$157.10	\$253.20 (for 40 cubic yard box or larger)
Additional charge for delivery: \$48.00 each		

A. MISCELLANEOUS ADDITIONAL DROP BOX CHARGES:

1. Delivery fee of \$48.00 shall be charged for drop box delivery for the occasional customer or repeat customer requiring service at different locations.
 - 1a. An additional haul fee of \$30.00 will be charged to customers with covered (lids) boxes that require the box to be round-tripped.
2. Special disposal/diversion needs: All customers will be charged the hourly charge rate in addition to the normal haul rate whenever collected materials require disposal at a site other than the franchisee's traditional disposal site.
3. After 48 hours, temporary users of 10-cubic yard and larger drop boxes collecting loose materials shall be charged a rental fee (noted below).

Box Size	Loose (Per Day)	Per Month
10-yard	\$7.20	\$72.00
20-yard	\$7.20	\$72.00
30-yard	\$7.70	\$77.00
40-yard	\$8.30	\$83.00

4. Additional rental fees of (of \$5.00 per month) may be charged to customers who require custom made drop boxes or boxes with lids. Additional rental fees of \$15.00 per month will be charged for customers that have their box's hauled less than one time per month.

V. RECYCLING CHARGES FOR DROP BOX ONLY AND COMMERCIAL CUSTOMERS:

If a customer requests recycling services that are beyond the Clackamas County

Recycling standards, the following charges will be made:

Recycling Charges for Drop Box Only and Commercial Customers Requesting recycling services only.	
Size	Monthly Charge
60-Gallon	\$14.00 per cart (includes pick-up)
90-Gallon	\$17.00 per cart (includes pick-up)
Metal tote	\$22.00 monthly rent, plus hourly rate
OCC Container	\$22.00 per month for customers that have less than 4 cubic yards of flattened cardboard per month.

VI. MISCELLANEOUS SERVICE RATES AND PROVISIONS:

- A. Hourly hauling rates (plus cost of disposal):
 - 1 truck and 1 driver \$ 90.00/hour
 - 1 truck, 1 driver, and 1 helper \$115.00/hour

- B. Each location of carts, containers, or drop boxes will be billed as a separate account.

- C. When customer's abuse or cause excessive wear or damage to a cart, container, or drop box, the cost of repair or replacement may be charged to the customer. Customers shall take appropriate actions to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste, or hot ashes are not put into a cart, container, or drop box.

- D. The weight of material put into a container or drop box, whether compacted or un-compacted, 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. If the total weight of a container exceeds (500) pounds per cubic yard for 40-yard container, 600 pounds per cubic foot for a 30-yard, or 900 pounds for a 20-yard container, an additional reasonable disposal fee may be charged. Customers shall not overfill a can, cart, or container so that the lid cannot be securely closed. If a can, cart, or container is overfilled, an additional reasonable fee may be charged. If the contents of a container, cart, or drop box are compacted (either mechanically or manually), the compactor rate shall be charged!

- E. Customers shall provide a space for all carts, containers, or drop boxes, whether used for garbage or recycling, that has adequate and safe access for collection personnel and equipment. The space provided must also comply with the City of Wilsonville Development Code.

- F. If overtime or weekend collection is required to meet the request of a customer,

the hauling portion of the rate shall be increased by 50%.

- G. The collection of tires shall be charged under the hourly charge rates, plus disposal.
- H. Garbage or yard debris carts which exceed two pounds per gallon, or where lids will not properly close, will be assessed an "occasional extra" charge of \$5.50.
- I. Yard debris carts contaminated with garbage will be charged \$6.00 extra per occurrence.
- J. Franchisee may require generators of putrescible solid waste to remove waste at least every seven days, or more frequently, if necessary, to prevent a health hazard, nuisance, or pollution.
- K. 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 a container type service.
- L. If material collected requires disposal at a site other than the franchisee's normal disposal site, the customer will be charged under the hourly charge rate, in addition to the normal haul rate.
- M. Placement of hazardous waste material, including tires, liquid waste (paint) and appliances, in a unit collected by franchisee is prohibited.
- N. 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's Development Code.
- O. Customers requesting the temporary use of a three-cubic-yard container will be charged \$110.00 for delivery, removal and disposal. Containers on-site for a period in excess of 72 hours shall be charged rent at a rate of \$37.00 per week or \$79.00 for an extra haul fee. (Container can only be on site for a maximum of two (2) weeks)!
- P. Enclosures where driver has to open gates and roll out containers will be charged \$15.00 per enclosure per month.
- Q. Medical waste restrictions. Placement of any medical waste, including syringes, IV tubing with needles attached, glass tubes, and slides, in a unit collected by franchisee is strictly prohibited. Allied Waste Services will provide at-cost sharps containers for medical waste disposal, (cost is \$15.00 per container). Disposal of these containers must be brought directly to their facility for exchange/disposal.
- R. Franchisee will perform special pick-ups of irregular materials charging current disposal rates plus labor. These pick-ups will be performed @ Allied Waste's discretion and schedule.

Bulky Waste fees for pick-up and disposal

Minimum Charge	\$15	Go Back Fee	\$20
Full-size Couch/Futon	\$25	Freezer	\$45
Love Seat Couch/Futon	\$20	Refrigerator	\$40
Hide-a-bed Couch	\$40	Washer	\$25
Office/Kitchen Chair	\$15	Dryer	\$25
Reclining Chair	\$20	Microwave	\$15
Rocking Chair	15	Stove	\$25
Mattress/Box Spring-Twin	\$15	Hot Water Heater/empty	\$25-40 (size)
Mattress/Box Spring-Queen	\$30	Door	\$25
Mattress/Box Spring-King	\$35	Furnace	\$25
Waterbed Bag	\$15	Pallets	\$10 each
Dining Table	\$30	Entertainment Center	\$30 - 50 (size)
Coffee Table	\$15	BBQ charcoal	\$25
Picnic Table	\$25	BBQ Propane	\$25
Umbrella & base	\$20	Lawn Mower	\$20
Dresser	\$30	Tire without Rim	\$15
Crib	\$15	Tire with Rim	\$20
Mirror	\$15 - 30 (size)	Satellite Dish	\$25
Sink	\$15	Window	\$15
Cabinets	\$20	Toilet	\$20
Bathtub	\$40	E - WASTE REMOVAL	CHARGE:
Bicycle	\$10	PC, Monitor or Laptop	\$15
Treadmill	\$25	TV Under 25"	\$15
Hot Tub Cover	\$30-\$50 (size)	TV Over 25"	\$30
Dishwasher	\$20	TV Console	\$40
Rug	\$15	TV Projection	\$40
Basketball Hoop	\$40	Copiers (e-waste)	\$40



June 20, 2011.

Honorable Tim Knapp, Mayor
Members of City Council
City of Wilsonville

RE: Price Increase Request for Solid Waste Collection

Allied Waste Services of Wilsonville is requesting approval of an overall price increase of 3.75% effective July 1, 2011. This request is based specifically on increasing costs in disposal, labor and fuel prices. Assuming approval, our rate of return in 2011 is projected to be 8.6%, without approval of this increase our return would slip to 7.8%, as a result of these escalating costs.

Our goal with this increase is to limit the percentage increase of each price change for our customers, while maintaining a reasonable rate of return. Allied Waste Services of Wilsonville, therefore, is requesting a slight price increase at this time to avoid the need for a larger request of the City Council 2012.

Coupled with this request is Allied's rate construct that recognizes collection rates can be utilized to enhance the City's sustainability goal of reducing both the quantity of waste generated in the City of Wilsonville going to a landfill and truck traffic on city streets.

Residential Increase of 2.8% Requested. Allied has constructed rates for this customer class to reward customers who increase their recycling efforts and thereby reduce the size of their waste disposal carts. Allied is recommending a lower price increase (\$0.20/month) for 20-gallon container service and a larger price increase for 30 and 65-gallon disposal carts, \$0.55/month and \$1.30/month, respectively.

Commercial Increase of 4.5% Requested. Allied has constructed rates for this customer class to reward customers who change container size to reduce service levels – trucks on city's street – as a result of recycling more material. For example, customers now receiving service two-times per week for a 2-yard container would spend \$300.61 per month. These customers could reduce their service cost by \$12.46 per month with a 4-yard container that is collected once per week.

Industrial Increase of 3.2% Requested. Allied has constructed rates for this customer class to reward customers who use large containers and thereby reduce the number of trucks travelling the city's streets to collect smaller size containers. Allied is proposing an increase of 8% for 10-yard and 20-yard containers and no price increase for customers using 30-yard and 40-yard containers. The price of a 20-yard container under Allied's rate construct would increase only \$7.25.

I appreciate your consideration of this request, and look forward to your questions and comments.

A handwritten signature in black ink, appearing to read 'Carol Dion'.

Carol Dion
General Manager
Allied Waste of Wilsonville.