

ORDINANCE NO. 2294

AN ORDINANCE AMENDING CHAPTER 50 OF THE HERMISTON CODE OF  
ORDINANCES ENTITLED "GARBAGE."

Whereas, the staff of the City of Hermiston is conducting a major review of the City's Code of ordinances, now, therefore,

The City of Hermiston ordains as follows:

(New language is in red and underlined and repealed language has a line through it.)

**Section 1.** The title of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

CHAPTER 50  
SOLID WASTE ~~Garbage~~  
GENERAL PROVISIONS

**Section 2.** Section 50.01 of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

**50.01 SHORT TITLE**

This ~~chapter~~ Chapter shall be known as the *Solid Waste Management Ordinance* and may also be so cited and pleaded. ~~and shall be cited herein as "this chapter."~~ (Ord. 1851, passed 8-8-94)

**Section 3.** Section 50.02 of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

**50.02 PURPOSE, POLICY AND SCOPE**

It is declared to be the public policy of the ~~city~~ City 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 service;
- (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. (Ord. 1851, passed 8-8-94)

**Section 4.** Section 50.03 of Chapter 50 of the Hermiston Code of Ordinances is amended

to read:

## **50.03 DEFINITIONS**

For the purpose of this ~~chapter~~ Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**CITY.** The City of Hermiston. Where the ~~city~~ City limits are extended, the CITY shall include 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 the 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 Hermiston.~~

**FRANCHISEE.** Sanitary Disposal, Inc. to whom a franchise originally was ~~is~~ granted by the City Council pursuant to Ordinance 1851. The franchise shall grant exclusive rights to provide service and solid waste management service for compensation.

**GROSS RECEIPTS.** All revenue received from providing solid waste management service under this ~~chapter~~ Chapter.

**INFECTIOUS WASTE.** Includes biological waste, cultures and stocks, pathological waste and sharps, each as defined in ORS Chapter 459.

~~**PERSON.** Any individual, public or private corporation, industry, co-partnership, association, cooperative, firm, trust, estate or any other legal entity.~~

**RECYCLABLE MATERIALS.** 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 useless or discarded putrescible and nonputrescible materials, including but not limited to: garbage, rubbish, refuse, ashes, paper, cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge, useless or discarded commercial, industrial, demolition and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semisolid materials, dead animals and infectious waste as defined in ORS 459.386,

~~All putrescible and non-putrescible wastes, including but not limited to garbage, rubbish, refuse, ashes, waste paper, cardboard, grass clippings, compost, tires, equipment and furniture; sewage sludge, septic tank and cesspool pumpings 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 459.005, 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 the materials are used on land in agricultural operations and the growing or harvesting of crops and the raising of fowls or animals.
- (3) Woody biomass that is combusted as a fuel by a facility that has obtained a permit under state law.
- (3) ~~(4)~~ Beverage containers, subject to reuse or refund provisions, contained in ORS 459A.700 through 459A.740.

**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 the activities.

**WASTE.** Material that is no longer usable or wanted by the source 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. (Ord. 1851, passed 8-8-94)

**Section 5.** Section 50.15 of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

## **REGULATIONS**

### **50.15 ACTIVITIES AND PRACTICES REGULATED.**

A) Except as otherwise provided in this ~~chapter~~ Chapter, it shall be unlawful for any person other than the franchise holder under the provisions of §50.30 below to provide solid waste management service in the ~~city~~ City 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 the 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~~ City from hauling the person's ~~his~~ own waste, solid waste or recyclable materials in a lawful manner; provided, however, that no person will be permitted to haul the waste, solid waste or recyclable material for any other person or firm;

(3) Prohibit a generator of source separated recyclable material from selling or exchanging material to any person for fair market value for recycling or reuse or any person from collecting and transporting loads consisting entirely of recyclable material to a recycling facility or for the purpose of recycling;

(4) Prohibit any person from transporting, disposing of or resource recovering, sewage sludge, septic pumpings or cesspool pumpings;

(5) Prohibit any person licensed as a motor vehicle wrecker from collecting, transporting, disposing of or utilizing motor vehicles or motor vehicle parts;

(6) Prohibit any person transporting solid waste through the ~~city~~ City that is not collected within the ~~city~~ City;

(7) Prohibit a contractor, licensed or registered under ORS Chapter 701, from hauling waste created in connection with the demolition, construction or remodeling of a building or structure or in connection with land clearing and development provided that the waste is ~~The waste shall~~ be hauled in equipment owned by the contractor and operated by the contractor's employees;

(8) Prohibit the collection, transportation and reuse of repairable or cleanable discards by private charitable organizations regularly engaged in the 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 the collection is not a regular or periodic business of the organization. The organizations shall comply with all applicable provisions of this ~~chapter~~ 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 the wastes separate and apart from this franchise and ~~chapter~~ Chapter. (Ord. 1851, passed 8-8-94) Penalty, see § 50.99

**Section 6.** Section 50.16 of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

**50.16 PRACTICES PROHIBITED WITHOUT A FRANCHISE.**

Unless exempted by §50.15 or franchised pursuant to this ~~chapter~~ Chapter, no person shall:

- (A) Solicit for service customers;
- (B) Advertise the providing of service; or
- (C) Transport solid waste other than ~~his own~~ that generated and owned by the person.  
(Ord. 1851, passed 8-8-94 Penalty, see § 50.99)

**Section 7.** Section 50.17 of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

**50.17 PUBLIC RESPONSIBILITY AS TO WASTE DISPOSAL AND CONTAINERS.**

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 as defined in ORS 459.386 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 otherwise exempted, the owner or occupant of occupied residential, office, commercial or industrial property shall subscribe to and maintain adequate solid waste removal service by a franchisee. Unless permitted by the franchisee, no person shall install or use any container over 32 gallons in capacity for pickup by franchisee other than those supplied by franchisee. All receptacles shall be watertight and covered with tight-fitting lids at all times. The purpose of this ~~division~~ section is to minimize nuisances and 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 ground prior to the time for collection.

(F) Each customer shall provide safe access to the solid waste container or wastes without risk or hazard to franchisee's employees, the public or franchisee.

(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 32 gallons in size or 60 pounds in weight when loaded and 18 pounds when empty. The containers shall be made of metal or be solid, fireproof, rodent proof and not be subject to cracking or splitting and have proper handholds and bails. Containers must be kept in good condition by customer.

(I) Customers using mechanically emptied containers furnished by franchisee shall provide a smooth, level, hard-surfaced area approved by 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 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 the equipment. The purpose of this provision is to assure that the equipment does not become a charge against other rate payers who are not benefitted. In no event shall the contract be in effect longer than the franchise granted under this chapter ~~Chapter~~.

(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 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 the container free of accumulated solid waste or wastes. The franchisee shall provide maintenance as required to containers supplied by franchisee; for containers supplied by customer, plastic liners are recommended but not required.

(R) Approved disposal methods shall be as follows:

(1) 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~~ City except as provided in this ~~chapter~~ Chapter.

(2) Wastepaper, boxes, rubbish and debris, brush, leaves, grass, wood and cuttings from trees, lawns, shrubs and gardens (but 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~~ City and is done in accordance with Oregon Department of Environmental Quality rules and regulations.

(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) Infectious waste shall be secured to prevent access by unauthorized persons and marked with prominent warning signs. Infectious waste, except for sharps, shall be contained in disposable red plastic bags or containers made of other materials impervious to moisture and strong enough to prevent ripping, tearing or bursting under normal conditions of use. The bags or containers shall be closed to prevent leakage or expulsion of solid or liquid wastes during storage, collection or transportation. Sharps shall be contained for storage, collection, transportation and disposal in leakproof, rigid, puncture-resistant red containers that are taped closed or tightly lidded to prevent loss of the contents. Generators of more than 50 pounds of infectious waste shall comply with all additional requirements of ORS Chapter 459. Infectious waste shall be treated, transported and disposed of as provided in ORS Chapter 459 and any applicable rules of the Environmental Quality Commission. (Ord. 1851, passed 8-8-94) Penalty, see § 50.99

**Section 8.** Section 50.18 of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

#### **50.18 OWNERSHIP OF RECYCLABLE MATERIALS.**

All recyclable materials located, placed or deposited in a container, drop box or receptacle intended to be collected by the franchisee shall belong to the franchisee. It shall be unlawful for

any person, other than the franchisee, to remove recyclable material from receptacles; any person removing materials in violation of this section ~~shall be guilty of a misdemeanor and subject to the penalties defined in §50.99~~ commits a Class 'C' violation. (Ord. 1851, passed 8-8-94)  
Penalty, see § 50.99

**Section 9.** Section 50.30 of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

### **FRANCHISE PROVISIONS**

#### **50.30 GRANT OF FRANCHISE AND TERM OF FRANCHISE.**

There is hereby granted to Sanitary Disposal, Inc., an Oregon corporation, the exclusive right, franchise and privilege of using the streets of the ~~city~~ City to provide solid waste management service for commercial, industrial and residential establishments within the ~~city~~ City. The rights, privileges and franchise herein ~~shall begin~~ began on August 9, 1994 and shall be considered as a continuing five-year franchise. That is, beginning January 1 of each year, the franchise will be considered renewed for an additional five-year term, unless at least 30 days prior to January 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 notice of termination, the franchisee shall have a franchise which will terminate five 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 pursuant to §50.32 of this ~~chapter~~ Chapter. The 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. (Ord. 1851, passed 8-8-94)

**Section 10.** Section 50.31 of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

#### **50.31 RESPONSIBILITY OF FRANCHISEE.**

- (A) The franchisee shall provide collection service to any resident of the ~~city~~ City as long as the resident pays for the service.
- (B) The franchisee shall make available solid waste management service as defined in §50.01 of this ~~chapter~~ Chapter to customers in the ~~city~~ City not less than once per week.
- (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~~ City, shall be covered and all equipment for handling the waste material shall be equipped with a metal body, watertight, and drip proof to the greatest extent practicable. All equipment shall be kept clean at all times, and sufficient equipment shall be kept on hand to properly and adequately remove all solid waste, subject to the terms of this ~~chapter~~ Chapter.



(D) Lids shall be replaced on all receptacles by the collector after emptying the receptacle.

(E) The franchisee shall use a disposal facility site that is approved by the Department of Environmental Quality (DEQ) and the ~~city~~ City.

(F) The franchisee shall, without charge to the ~~city~~ City, pick up, carry away and dispose of any and all waste materials placed by the ~~city~~ City in suitable containers which hold solid waste generated by the ~~city~~ City. It is understood, however, that the franchisee may impose reasonable charges to the ~~city~~ 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. A subcontract shall not relieve the franchisee of total responsibility for providing and maintaining service and from compliance with this ~~chapter~~ Chapter. Franchisee shall provide written notice to the ~~city~~ City of its intention to subcontract any portion of the service and receive ~~city~~ City approval prior to entering into an agreement. The subcontractor shall comply with all provisions of this ~~chapter~~ Chapter.

(H) The franchisee, in conjunction with the ~~city~~ 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~~ City of the franchisee's facilities, equipment and personnel at reasonable times. The franchisee shall keep proper books and records covering ~~his~~ its solid waste collection, removal, disposal and recycling operations, which books and records shall be open to inspection by the ~~city~~ 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 30-day notice of cancellation clause, acceptable to the ~~city~~ City, which will cover its business operation, including each vehicle operated by the franchisee. The insurance coverage shall be in 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~~ City against liability or damage which may arise or occur from an injury to persons or property as a result of the franchisee's operation of the solid waste business. The ~~city~~ City shall be named as an additional insured.

(L) The franchise granted under this ~~chapter~~ Chapter shall be conditioned upon the franchisee indemnifying and saving the ~~city~~ City against any liability or damage which may arise or occur to the ~~city~~ City of from any injury to persons or property as a result of the franchise holder's operations under this ~~chapter~~ Chapter.

(M) The franchisee shall provide a performance bond in the amount of \$5,000, with a surety licensed to do business in the state of Oregon, conditioned upon the full and faithful performance of this agreement and franchise and this ~~chapter~~ Chapter. In the event that the Council finds that the franchisee has adequate experience and otherwise meets the requirements to guarantee

service, it may waive, by resolution, all or part of the bond requirements.

(N) Unless otherwise agreed by the franchisee and city City, the franchisee shall not be required to collect or dispose of infectious or pathological waste. The generator of such waste shall be responsible for handling and disposal of such wastes as provided in ORS Chapter 459 and rules adopted thereunder. The City may be contract provide for the provision of infectious or pathological waste collection and disposal. (Ord. 1851, passed 8-8-94) Penalty, see § 50.99

**Section 11.** Section 50.32 of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

### **50.32 SUSPENSION, MODIFICATION OR REVOCATION OF FRANCHISE.**

(A) Failure to provide necessary service or otherwise comply with the provisions of this ~~chapter~~ Chapter, 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 ~~the~~ grounds exist, the franchisee shall have 20 days from the date of mailing of the notice, in which to comply or request a public hearing before the Council.

(C) At the public hearing, the franchisee and other interested persons shall have an opportunity to present oral, written or documentary evidence to the Council.

(D) If Whether the franchisee fails to comply within the time specified, or based on the findings of if the Council hearing, if 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 the action contingent upon continued noncompliance. (Ord. 1851, passed 8-8-94)

**Section 12.** Section 50.33 of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

### **50.33 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 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 the meetings established by the Oregon Public Meetings Law. The City Council shall return any seized property and business upon abatement of the actual or threatened interruption of service and after payment to the ~~city~~ City for any net cost incurred in the operation of the solid waste service. (Ord. 1851, passed 8-8-94)

**Section 13.** Section 50.34 of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

#### **50.34 TERMINATION OF SERVICE BY FRANCHISEE.**

The 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 not later than 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 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) A customer has not paid for provided service after a regular billing and after a written notice to the customer, which notice shall be sent not less than 15 days after the first regular billing;

(D) Ninety days written notice is given to the City Council and to affected customers, and written approval is obtained from the City Council; or

(E) The customer does not comply with the service standards of §50.17 of this ~~chapter~~ Chapter. (Ord. 1851, passed 8-8-94)

**Section 14.** Section 50.35 of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

#### **50.35 BINDING ARBITRATION.**

In the event that an irreconcilable difference arises between the ~~city~~ 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~~ City, one by the franchisee and one chosen by the two appointed arbiters who must be approved by both the ~~city~~ City and the franchisee. The arbiters shall choose a time, date and place within 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~~ City and the franchisee. Where good cause is shown and recorded in the minutes, the time for decision may be extended as ~~absolutely~~ necessary. The ~~Procedure~~ 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~~ City and franchisee unless the arbitrators make an award of costs including, without limitation, arbiters' time. (Ord. 1851, passed 8-8-94)

**Section 15.** Section 50.36 of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

#### **50.36 AMENDMENTS.**

The ~~city~~ City or the franchisee may propose amendments to this franchise. Proposed amendments shall be in writing and shall be delivered to the ~~city~~ City and the franchisee. The City Council ~~shall~~ may hold a public hearing on the proposed amendments but at a minimum shall accept public comments. Franchisee shall be given at least 30 days written notice of the ~~hearing~~ meeting at which the amendment will be considered. The City Council may ~~after public hearing~~ adopt, modify or reject the amendments. The franchise shall be amended upon acceptance of the amendments by franchisee.  
(Ord. 1851, passed 8-8-94)

**Section 16.** Section 50.50 of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

### **ADMINISTRATION**

#### **50.50 ACCOUNT SET-UP FEE, RATES.**

~~Any person who receives solid waste management service from the franchisee shall be responsible for payment of service. The rates to be charged to all persons by the franchisee shall be reasonable and uniform, taking into consideration the cost of performing the service rendered by the franchisee, the anticipated increase in the cost of providing this service, the necessity that the franchisee have a reasonable operating margin, and rates and fees charged in other and similar municipalities. The rates may be changed by resolution during the term of the franchise if approved by the City Council. The rates shall be on file at the Finance Director/Recorder's office for public inspection.~~

(A) Requests for solid waste management services shall be made at the office of the Finance Director by or on behalf of the person, firm or corporation requesting service. Persons requesting service will be bound by the terms of this Chapter and all rules and regulations as may be adopted by the City Council in implementation of this Chapter. A non-refundable account set up fee, as established by City Council resolution, is due at the time of requesting solid waste management service. The account set up fee covers administrative costs including, but not limited to: setting up an account and other related matters.

(B) Any person who receives solid waste management service from the franchisee shall be responsible for payment of service. The rates to be charged to all persons by the franchisee shall be reasonable and uniform, taking into consideration the cost of performing the service rendered by the franchisee, the anticipated increase in the cost of providing this service, the necessity that the franchisee have a reasonable operating margin, and rates and fees charged in other and similar municipalities. The rates may be changed, by City Council resolution, during the term of the franchise. (Ord. 1851, passed 8-8-94)

**Section 17.** Section 50.51 of Chapter 50 of the Hermiston Code of Ordinances is amended to read:

#### **50.51 BILLING, COLLECTION AND FRANCHISE FEE.**

The ~~city~~ City shall do the billing and collecting of solid waste service fees and shall retain ~~13.5%~~ a percentage of the gross collections in payment of a ~~two and one-half percent~~ franchise fee, and

a percentage ~~11%~~ for billing and collection service, as established by City Council resolution;  
~~and pay~~ the balance shall be paid to Sanitary Disposal, Inc. The percentage shall be reviewed and  
may be changed at any time when the franchisee submits a request for rate review.  
(Ord. 1851, passed 8-8-94; Am. Ord. 1924, passed 2-10-97; Am. Ord. 2241, passed 5-9-16)

**Section 18.** Section 50.99 of Chapter 50 of the Hermiston Code of Ordinances is  
amended to read:

50.99 PENALTY.

~~Any~~ Unless otherwise provided, any person violating any ~~of the provision of this chapter~~  
Chapter, ~~penalized as provided in §10.99~~ commits a Class ~~B~~ A violation. Franchise holders shall  
be subject to the penalties provided herein for the violation of the provisions of this Chapter.  
Each day of violation may be cited as a separate violation. Nothing in this Chapter restricts the  
authority of the city City to seek any other remedy available by law, including injunctive or other  
relief or to declare a violation of this Chapter to be a nuisance subject to abatement pursuant to  
Chapter 92. (Ord. 1851, passed 8-8-94; Am. Ord. 1976, passed 10-26-98)

**Section 19. Effective date.** This ordinance shall take effect on the 30<sup>th</sup> day after its  
adoption.

ADOPTED by the Common Council this 27<sup>th</sup> day of January 2020.

SIGNED by the Mayor this 27<sup>th</sup> day of January 2020.

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Dr. David Drotzmann, Mayor

ATTEST:

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Lilly Alarcon-Strong, CMC, City Recorder