ORDINANCE NO. 466

AN ORDINANCE REGULATING SOLID WASTE MANAGEMENT SERVICE WITHIN THE CITY OF NORTH PLAINS; GRANTING A FRANCHISE AND DEFINING THE TERMS OF SAID FRANCHISE; PROVIDING FOR PENALTIES; AND, OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the Council finds that it is in the best interests of the residents and inhabitants of the City and the public generally that a franchise for solid waste management service within the City be granted to Garbarino Disposal & Recycling Service, Inc. in accordance with the following terms and conditions.

THE CITY OF NORTH PLAINS ORDAINS AS FOLLOWS:

Section 1. DEFINITIONS:

As used in this Ordinance, unless the context requires otherwise:

1. "City" means the City of North Plains. Where the city limits are extended, the City shall include such extended geographic boundaries.

2. "Compensation" includes:

   (a) 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;

   (b) The exchange of service between persons; and

   (c) 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.

3. "Council" means the City Council of the City of North Plains.

4. "Franchisee" means Garbarino Disposal & Recycling Service, Inc. 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.

5. "Gross Receipts" means all revenue received from providing solid waste management service under this franchise.

6. "Person" means any individual, public or private corporation, industry, co-partnership, association, firm, trust, estate or any other legal entity whatsoever.

7. "Placed for Collection" means solid waste has been placed by the customer for service by the Franchisee under the requirements of this ordinance.
8. "Recyclable materials" means 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.

9. "Resource recovery" means the process of obtaining useful material or energy resources from solid waste, including energy recovery, material recovery, recycling and reuse of solid waste.

10. "Service" means the collection, transportation, storage, transfer, disposal of or the resource recovery of solid waste, including solid waste management.

11. "Solid waste" means 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 459.387, and other wastes; but the term does not include:

   (a) Hazardous waste as defined in ORS 466.005.

   (b) 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.

   (c) Beverage containers, subject to reuse or refund provisions, contained in ORS 459A.700 to 459A.740.

12. "Solid Waste Management" means 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.

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

Section 2. POLICY:

It is declared to be the public policy of the City of North Plains to regulate solid waste management service by: (1) Insuring safe, economical, and comprehensive solid waste service; (2) Insuring service rates and charges that are just and reasonable and adequate to provide necessary public service; (3) Prohibiting rate preferences and other discriminatory practices; and (4) Providing technologically and economically feasible resource recovery by and through the franchisee.

Section 3. ACTIVITIES AND PRACTICES REGULATED:
1. Except as otherwise provided in this Ordinance, it shall be unlawful for any person other than the franchise holder under the provisions of Section 4 below, to provide or offer to provide solid waste management service in the City of North Plains for compensation.

2. Nothing in this franchise shall:

(a) Prohibit any municipal corporation, special district, state or federal governmental entity from accumulating, storing, collecting, transporting, disposing or resource recovering solid waste generated from or by the operations of those entities as long as the entity complies with this ordinance, other city ordinances, and ORS Chapters 459 and 459 (A) dealing with solid waste management, and regulations promulgated under any of the foregoing.

(b) Prohibit any person in the City from hauling their own waste, solid waste or recyclable materials in a lawful manner; provided, however, that no person will be permitted to haul such waste, solid waste, or recyclable material for any other person or firm. For purposes of this subsection, waste, solid waste or recyclable materials produced by a tenant, lessee, occupant or similar person is produced by such person and not by the landlord, property owner, or agent of either the landlord or property owner.

(c) 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;

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

(e) Prohibit any person licensed as a motor vehicle wrecker under ORS 481.345 et seq. from collecting, transporting, disposing of or utilizing motor vehicles or motor vehicle parts;

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

(g) Prohibit a contractor 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. Such waste shall be hauled in equipment owned by the contractor and operated by the contractor's employees;

(h) Prohibit the collection, transportation and reuse of repairable or cleanable discards by private charitable organizations regularly engaged in such business or activity including, without limitation, Salvation Army, Goodwill, St. Vincent De Paul, and similar organizations;

(i) Prohibit a non-profit charitable, benevolent or civic organization from recycling solid waste 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;

(j) 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
(k) 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.

(l) Prohibit the city council from withdrawing certain solid waste services by amendment to this ordinance on the basis of a finding that such regulation is not necessary for the implementation of the purposes of this ordinance or a city, county or other applicable solid waste management plan.

Section 4. EXCLUSIVE FRANCHISE AND TERM OF FRANCHISE:

1. There is hereby granted to Garbarino Disposal and Recycling Service, Inc., 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 North Plains. This franchise shall commence on the day of May, 1993. The rights, privilege and franchise hereby granted shall be considered as a continuing seven-year franchise, subject to termination as provided by subsection 2. of this section or section 11.

2. Prior to May 1 of any year the City Council, in its sole discretion, may by motion terminate this continuing term aspect of this franchise. In the event the Council takes such action, the franchise shall then be for a fixed term of seven years beginning on May 1 of the year in which the Council took action.

Section 5. RESPONSIBILITY OF FRANCHISEE:

1. 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 North Plains shall be covered and all equipment for handling said waste material shall be equipped with a metal body, water tight 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 Ordinance.

2. The franchisee shall make available solid waste management service as defined in Section 1 of this Ordinance to commercial and industrial customers in the City not less than twice a week and shall provide solid waste management service to residential customers in the City not less than once per week. On each regular collection day which precedes any legal holiday, the franchisee shall collect the waste materials from all the butcher shops and other establishments having waste materials which may become foul or offensive if kept over the forthcoming holiday. In addition to the foregoing, the franchisee shall respond to all calls from the City Council of the City of North Plains for emergency hauling or clean-up of a nuisance within three days from the date of receiving said call. If such emergency hauling or nuisance clean-up exceeds .001 percent of gross revenues in any one calendar year, Franchisee shall receive a credit on the franchise fee due to the City in the amount that Franchisee’s cost exceeds that percentage.

3. The franchisee shall, without charge, pick up, carry away and dispose of any and all waste materials placed by the City of North Plains in suitable containers which hold solid waste generated by the City of North Plains.
4. 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 prior to entering into such agreement. The subcontractor shall comply with all provisions of this Ordinance.

5. The franchisee shall not transfer this franchise or any portion thereof to other persons without sixty days prior written notice of intent and the subsequent written approval of City Council, which consent shall not be unreasonably withheld. The City Council shall approve the transfer if the transferee meets all applicable requirements met by the original franchisee. A pledge of this franchise as financial security shall be considered as a transfer for the purposes of this subsection. The City Council may attach whatever conditions it deems appropriate to guarantee maintenance of service and compliance with this ordinance. Failure of the franchisee to comply with this section shall be grounds for termination of the franchise.

6. The franchisee shall provide the opportunity to recycle in accordance with Chapter 459A of Oregon Revised Statutes, together with the rules and regulations promulgated thereunder.

7. The franchisee shall permit inspection by the City of the franchisee's facilities, equipment and personnel at reasonable times.

8. The franchisee shall inform all customers of the service requirements contained in this ordinance and in any administrative rules promulgated under this ordinance.

9. The franchisee shall comply with all laws relating to solid waste management service.

10. The franchisee shall resolve all disputes with customers unless a customer cannot meet the standards in Section 10 and requests intervention by the City.

Section 6. RATES:

Any person who receives solid waste management service from franchisee shall be responsible for payment of such 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 franchisee have a reasonable operating margin, and rates and fees charged in other and similar municipalities within Washington County, Oregon. The City shall adopt the rates approved by Washington County to be charged by the franchisee unless either the City or the franchisee notifies the other in writing that they are exercising their option for the City to regulate the rates, based on the criteria in this section.

Section 7. DEPOSITS, ADVANCE PAYMENTS AND BAD DEBT COLLECTION CHARGES:

To minimize loss from bad debts, franchisee may require uniform and reasonable deposits or advance payment for service and may establish uniform classes of customers to which advance payment or deposits may apply. Franchisee may charge a collection charge of $1.00 on billings thirty days overdue, $1.50 on billings sixty days overdue, and $2.50 on billings more than ninety days overdue, where the overdue billing exceeds $100.00, a collection charge up to one (1.5%) percent of the overdue amount may be charged in lieu of and not in addition to the charges otherwise specified in this section. The deposit may not exceed two months service charges.
Section 8. AGREEMENTS WITH CUSTOMER FOR PURCHASE, COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS:

The Council finds that from time to time, a resale market exists for recyclable materials, and that the customer may wish to sell such materials to the franchisee in connection with the collection and disposal of such materials for the customer. The franchisee may enter into an agreement with the customer for the purchase of any and all recyclable materials generated by the customer.

Section 9. OWNERSHIP OF WASTE, RECYCLABLE MATERIALS AND SOLID WASTE:

All waste, recyclable materials and solid waste located, placed or deposited in a can, 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 any waste, recyclable material or solid waste from such receptacles, and any person removing such materials in violation of this section shall be guilty of a class I. civil infraction, and subject to the penalties defined in Section 15 of this ordinance.

Section 10. STANDARDS FOR COLLECTION AND STORAGE OF WASTES, SOLID WASTES, RECYCLABLE MATERIALS:

1. Storage and collection of waste and recyclable materials and solid waste shall not create vector production and sustenance, conditions for transmission of disease to man or animals, fire hazards or hazards to service or disposal workers or to the public. All wastes and solid wastes ready for collection shall be stored by the customer in a can (metal or heavy-duty plastic), cart, metal container or drop box, and such receptacles must have tight-fitting covers and hand or mechanical bales to facilitate pickup. The cleanliness of the grounds surrounding the waste, recyclable materials or solid waste storage area and of the receptacle for such materials shall be the responsibility of the customer. Solid waste containing putrescible materials shall be stored in closed containers.

2. The hauler shall be required to collect the contents of any receptacle, bag, or bundle subject to the maximum weights specified in the table below:

<table>
<thead>
<tr>
<th>Size/Type</th>
<th>Maximum Weight Including Receptacle</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to and Including 20 gallon bin or cart</td>
<td>35 lbs.</td>
</tr>
<tr>
<td>Over 20 gallons, up to and Including 32 gallon customer provided receptacle</td>
<td>60 lbs.</td>
</tr>
<tr>
<td>Hauler provided roll carts of 32-35 gallons</td>
<td>75 lbs.</td>
</tr>
<tr>
<td>Hauler provided roll carts of 60-65 gallons</td>
<td>100 lbs.</td>
</tr>
<tr>
<td>Hauler provided roll carts of 90-95 gallons</td>
<td>145 lbs.</td>
</tr>
<tr>
<td>Yard Debris</td>
<td></td>
</tr>
<tr>
<td>• Kraft Paper Bag</td>
<td>40 lbs.</td>
</tr>
<tr>
<td>• Bundle</td>
<td>40 lbs.</td>
</tr>
<tr>
<td>Extra Bag or Bundle of Garbage</td>
<td>25 lbs.</td>
</tr>
</tbody>
</table>

3. Storage bins or storage vehicles shall be leak proof, have tight lids or covers that may be easily opened manually and shall have suitable fittings to facilitate removal or emptying by mechanical means. Containers, storage bins or storage vehicles shall be washable or have liners of paper, plastic or similar materials, or any combination thereof. All containers and receptacles shall be cleaned by the customer.
4. If for other than manual pickup, no customer shall use any solid waste collection container unless it is supplied by the franchisee or is approved by franchisee on the basis of safety, equipment compatibility, availability of equipment and the purposes of this chapter.

5. Unless placed in leak proof containers or in a container with a leak proof lid, the following items shall not be disposed of in storage containers for pickup: (a) Oil, fats or other liquid or semi-solid wastes, (b) Other materials which create fire hazards to the public or franchisee's equipment.

6. Unless special service or special equipment is provided by the franchisee for handling unconfined wastes or solid wastes, materials such as rubbish and refuse, brush, leaves, tree cuttings, and other debris for manual pickup and collection, shall be in a securely tied bundle or box, sack or other receptacle. Solid waste, recyclable materials or waste so bundled shall not exceed 60 pounds in weight and shall not be more than four feet in length.

7. The weight of material put into a container or drop box, whether compacted or not, shall not exceed the lifting capacity of the franchisee's equipment nor shall the weight put the franchisee over the weight limit for the loaded vehicle. The franchisee shall furnish the customer with information concerning limitations on his equipment, upon request. If the weight of a container exceeds 250 pounds (loose), 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.

8. Customers shall provide a space for all cans, 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 North Plains development code.

9. 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.

Section 11. FAILURE OF PERFORMANCE BY FRANCHISEE:

In the event that the collector shall fail, neglect or refuse to fulfill any or all terms and stipulations of this franchise to be by him performed, then the City of North Plains shall have the right to cancel and annul this franchise. Before any such cancellation, the City Council shall serve upon the franchisee a written notice setting forth wherein the franchisee has failed in his duties and obligations set forth in this Ordinance and fixing a time not less than ten days after service of said notice when the matter shall be heard before the City Council. At any such hearing, the franchisee shall have the right to be present in person and be represented by counsel and to present such witnesses and evidence as may be necessary and proper in the defense of the City's charges. The City may also present such evidence as it may deem necessary and advisable. All witnesses shall be heard under oath and may be cross examined by the
franchisee or his representative, and by the City or its representatives. Findings of the Council shall be conclusive.

In the event that the City Council finds an immediate and serious danger to the public through creation of a health or safety hazard, it may take action to alleviate such condition within a time specified in the notice to the franchisee and without a public hearing prior to taking such action.

**Section 12. 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 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 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 for any net cost incurred in the operation of the solid waste service.

**Section 13. TERMINATION OF SERVICE BY FRANCHISEE:**

The franchisee shall not terminate service to all or a portion of the customers unless:

1. The street or road access is blocked and there is no alternate route and provided that the franchisee shall restore service not later than twenty-four hours after street or road access is opened;

2. 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. Garbage and recycling collection schedules may be affected by severe bad weather. If schools are closed, solid waste and recycling (including yard debris) collection may be canceled;

3. A customer has not paid for provided service after a regular billing and after a seven-day written notice from the date of mailing, which notice shall be sent not less than fifteen days after the first regular billing; or

4. Ninety days written notice is given to the City Council and to affected customers and written approval is obtained from the City Council; and

5. The customer does not comply with the service standards of Section 10 of this Ordinance.

**Section 14. INSURANCE REQUIREMENTS, DEFENSE AND INDEMNIFICATION:**

The franchisee shall carry with an acceptable insurance company public liability insurance on each vehicle used by the franchisee under the terms and provisions of this ordinance and
commercial general liability insurance for acts and omissions committed within the scope of franchisee's performance of the terms and provisions of this ordinance as follows:

Personal injury and Bodily injury (including death): Not less than $1,000,000 for one person and not less than $1,000,000 for each occurrence.

Broad Form Property Damage (including loss of use of property): Not less than $1,000,000 damage to property of others.

Such Franchisee insurance policies shall be primary to any insurance available to the City of North Plains. The City of North Plains, its officers, employees and agents shall be named as an additional insured in any and all policies of insurance obtained by the franchisee and a copy of the public liability insurance policy shall be kept on file at the City Hall. In exchange for Franchisee's rights as franchise holder granted by the City of North Plains under the terms of this Ordinance, Franchisee hereby agrees to indemnify, defend, save and hold harmless the City of North Plains, its officers, employees and agents against any liability or damage which may arise or occur from any injury to persons or property as the result of franchisee's duties or performance under the terms and provisions of this ordinance. This indemnification shall include any liability that may exceed the limits of franchisee's insurance Coverage. The Franchisee shall furnish City certificates of insurance evidencing the date amount and type of insurance required by this agreement. All policies will provide for not less than 30 days written notice to the City before they may be canceled.

Section 15. PENALTIES:

Violation by any person of the terms of this ordinance or rules adopted hereunder shall be deemed a Class 1. civil infraction and shall be punishable according to the provisions of the North Plains Municipal Code Section 4.05.

Section 16. ANNEXATION OF PROPERTY TO CITY:

The terms and provisions of this ordinance and the franchise herein granted shall apply and extend to any and all property which may be annexed to or consolidated with, or in any other manner, be located within the boundaries of the City of North Plains during the terms of this franchise.

Section 17. GENERAL PROVISIONS:

1. If any section, sub-section, sentence, clause or 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 provisions thereof.

2. All ordinances thereof in conflict herewith are hereby repealed.

3. This ordinance shall in no way be a substitute for nor eliminate the necessity of conforming with any and all state laws, rules and regulations which are now, or may in the future, be in effect which relate to the public health. This ordinance is in addition to said state laws.

Section 18. FRANCHISE FEE:
The City shall collect, in the manner and at times herein after provided, from the franchisee, an annual fee equal to six (6%) percent of the gross receipts of the franchisee. The annual fee shall be computed and collected on a quarterly basis and shall be paid by the franchisee not later than February 1, May 1, August 1 and November 1 of each calendar year. Each required quarterly payment shall be based upon the gross receipts of the franchisee from the City of North Plains during the three-month period next preceding the quarterly payment date. At the time of payment of said quarterly fee, the franchisee must file with the City Recorder a sworn and verified statement of quarterly gross receipts for the period covered by the tendered fee. The franchisee shall maintain books and records disclosing the gross receipts from the City, which books and records shall be opened at reasonable times and places for audit by authorized personnel of the City. Misrepresentation of gross receipts by the franchisee shall constitute cause for termination of the franchise granted by this ordinance.

Section 19. RULES AND REGULATIONS:

The City may propose and prepare rules and regulations pertaining to this ordinance. The rules and regulations shall be in writing and be maintained for inspection in the office of the city recorder. All proposed rules and regulations promulgated under the authority of this section, and all amendments thereto, shall be immediately forwarded to the franchisee operating under this ordinance for response, the franchisee shall have thirty days to respond in writing to such proposed rules and regulations. If the franchisee has objections or revisions to the proposed rules, the franchisee shall meet and confer with the City regarding the franchisee's concerns. If the concerns are not resolved through consultation with the City, then the City shall forward the proposed rule, with the franchisee's comments, to the City Council for its consideration. The franchisee may request that the City Council hold a public hearing on a proposed rule. The Council may approve the proposed rule as submitted, modify the rule, or reject the rule. The City shall enact all rules by written order.

Section 20. AMENDMENTS:

The City or the franchisee may propose amendments to this franchise. Proposed amendments 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 amendments. Franchisee shall be given at least thirty 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. Franchisee shall accept any amendment which is necessary to conform the franchise requirements to new or modified requirements imposed upon the City by an outside agency.

Section 21. VIOLATIONS:

1. Without the consent of the owner or lessee, it shall be unlawful for any person to dispose of, place or deposit any waste, solid waste or recyclable materials in a container, drop box or other receptacle owned or leased by another person.

2. Solid waste placed for collection belongs to the Franchisee when so placed. No person shall take or remove any solid waste placed for collection, including recyclable material.
3. No person shall provide nor offer to provide solid waste management service in the City of North Plains unless they are exempted under Section 3. of this Ordinance or unless they are the franchisee to whom this franchise is granted.

These violations shall be subject to the penalties set forth in Section 15 of this Ordinance.

Section 22. ORDINANCE NO. 219 REPEALED.

Ordinance No. 219 is hereby repealed.

Section 23. EMERGENCY CLAUSE:

In order to provide for the collection and disposal of solid waste within the City of North Plains and thereby protect the health, peace, safety and welfare of the residents and inhabitants of the City, it is necessary that the terms and provisions of this Ordinance become effective immediately; therefore, an emergency is hereby declared and the provisions of this Ordinance shall become effective upon its adoption by the Council and approval by the Mayor under the provisions of the Charter of the City.

INTRODUCED AND ADOPTED ON THE DATE OF: 10/07/2019

CITY OF NORTH PLAINS, OREGON

ATTEST:

ACCEPTED BY FRANCHISEE:

GARBARINO DISPOSAL & RECYCLING SERVICE, INC.