

**This is A Bill  
For An Ordinance**

To Contract with Albany Disposal Co. for the exclusive right to collect garbage and debris from the City and for its use of the City Dump Grounds and to define the duties and privileges in connection there with.

WHEREAS, the City of Albany, Linn County, Oregon, hereinafter referred to as the "City", is the owner of a plot of ground located approximately two miles south of the City of Albany, Oregon, together with an access roadway leading from said ground to the Pacific Highway 99-E, which said property has been acquired as a place to dump refuse and garbage that might originate in the City of Albany, Oregon.

It is desirable that the City let the right to collect garbage within the City of Albany and to control by contract the operation of the disposal grounds, and that a franchise should be granted for the collection and disposal of said refuse and garbage to a person or firm with certain mutual responsibilities on the part of the City and said person or firm.

Jordan R. Fisher and Exie Fisher, doing business under the assumed name and style of the Albany Disposal Co., hereinafter referred to as contractor, have been collecting refuse and garbage in the City of Albany and disposing of the same, and have equipment for the collection of said refuse and garbage and equipment to operate said dumping grounds. Therefore, bit it ordained by the City Council of the City of Albany, Oregon:

The City does hereby grant the contractor the exclusive right for a period of one year to solicit, collect and gather garbage and other debris, and haul the same from the City and charge therefor at the rates hereinafter specified.

The contractor is hereby granted the right for said period to use the said city dump as above described to bury and dispose of the garbage and refuse under the terms and agreements as hereinafter set forth:

1. The contractor will provide sufficient trucks and equipment and employ the necessary persons to collect garbage and debris in the city that might be offered to them and to transport the same from the city to the said dumping grounds in a neat and workmanlike manner without any scattering of debris in transportation.
2. The contractor will at their own expense bury and cover all of the garbage and debris so dumped and if such burial places shall be at such places that high water might overflow the property the contractor will safeguard the materials that are buried so that they will not be carried over or on any portion of the property belonging to the city or upon the property of any other person. The contractor further agrees that he will protect the city from any claim that might arise from the manner in which they have been operating this franchise or from any claim of any person who might be injured by the negligence of the contractor.
3. The contractor will take debris and refuse from all subscribing paying sources in the city and will make daily pickups from the business establishments and twice a week pickups from the residence area, if such service is necessary. Otherwise, once a week from the residence area and to make such schedules and arrangements with patrons within the city so that they will know the time in which the garbage and refuse will be removed.

The contractor will charge business enterprises such as restaurants, hotels, grocery stores, hospitals, lodges and boarding houses, a reasonable fee, the same to be agreed upon according to a fair consideration of the amount and nature of garbage and material disposal in each individual instance.

The contractor will charge apartment house operators of less than three units the residence rates as hereinafter specified for each unit. The contractor will charge apartment house operators of three or more units upon the number of apartments and the amount of refuse and garbage, which said charge shall not be more than seventy-five cents for each unit per month, and the same shall be agreed upon by the apartment house operators and the contractor herein according to the amount of debris and garbage and the nature thereof.

The contractor will charge occupants of private residences not to exceed \$1.25 per month where there is one container, but the contractor may make an additional charge of not more than fifty cents for each individual extra container.

The charge for occasional pickups for debris removed from yards or buildings other than garbage shall be a reasonable charge of not less than twenty-five cents for each pickup and such additional charge as the size and nature of the particular articles to be hauled would justify.

It is agreed that during the term of this franchise the rates above set forth may be raised with the approval of the City upon the showing by the contractor to the satisfaction of the City that their costs of operation of said garbage collection and of the dumping grounds as herein specified in proportion to the total income derived from said operations have materially increased over and above the present cost of operation in proportion to the total income derived from said operation.

4. The City agrees to lay down a foundation upon the access road running from Highway 99-E in and to said dump grounds that will sustain trucks of midweight capacity. That the City will at its own expense put on a gravel surface so that the road will be in good shape to accept continuous travel and this obligation to continue one year hereafter. The contractor agrees that after one year from the date hereof that they will maintain said road, keep the surface of the road gravelled and shall use a blade to smooth the surface of the road whenever such is required or necessary. That if any of the said roadway is washed or damaged and restored by the City after said restoration the contractor will maintain said road as above specified.

5. The City agrees to construct a barrier at the entrance of the road to the dumping grounds with substantial posts or other material in order that a barricade may be placed across said entrance with a sign attached thereto when said dump is closed to dumping as herein provided. The contractor agrees to maintain said barricade in good condition after it is constructed and placed on said road by the City.

6. The contractor agrees that they will have available at the city dump a man who will be charged with the duty of policing the grounds, directing the traffic that might come into said property and to designate the point at which the different patrons might dump the debris.

That the contractor shall keep open said dump grounds at all reasonable times during daylight hours, and if any schedule is to be set up as to the times which the grounds may be closed or open that this shall be upon authority granted by the council as a body, that it be reduced to writing and be consented to by the contractor.

That the contractor will keep the grounds at said dump in as sanitary condition as good practice will permit. That at their own expense they will furnish equipment, a man to operate said equipment and pay for the maintenance of said equipment which is required to keep said material covered by earth, as herein specified.

That the City engineer or the city health officer, or anyone to whom the duty of inspection the dump shall be given shall have free access to the grounds, That the contractor will meet every reasonable requirement that is required by the inspector representing the City of Albany, Oregon, or of the health department or other government agency whose duties require them to inspect said dump grounds. That the contractor will forthwith comply with any reasonable recommendations and to continue to follow the recommendations that are reasonable and conform with good practice.

It is agreed that the contractor shall have the power to direct any and all persons who might bring in debris or garbage to said dump grounds where the materials shall be unloaded. That it shall be the duty of the contractor to see that the material and debris is unloaded only at the place indicated that can be covered. That the contractor, as the operator of said dump grounds, shall see that their directions are followed, and any placing of garbage or debris any other place than directed shall be considered a trespass upon the dump grounds by any party.

That the contractor will not charge the residents of the City of Albany and those who live adjacent to Albany for the privilege of dumping their debris or garbage, nor shall said parties be required to segregate the type of material that is being dumped, but any such dumping shall be in accordance with the restrictions of the contractor and in such places as are designated by him.

The contractor may charge commercial establishments that use said dump grounds a service fee, which the contractor may collect, which shall not be in excess of \$1.50 for each load offered. Such fees, if any, so charged will be retained by the contractor to repay him for additional work that might be incurred in handling this type of debris.

That the parties who bring in material to dump who refuse to conform to the regulations that have been set forth herein may be excluded thereafter from using said dump grounds until they have complied with the request of the contractor as to the place and manner in which the material is to be placed in the dump grounds.

It is understood the obligation of the contractor is not one of guarantor and they shall not be responsible for any acts of parties which are beyond their control, but they do agree to police the grounds, remove any debris that might have been placed thereon even contrary to their instructions, and place said debris in the proper location and to cover it with earth as herein required.

7. The City agrees that if the contractor satisfactorily performs all of the terms of this agreement that they shall have the permission of renewing this franchise upon such terms and upon such agreements that the parties shall mutually agree upon.

8. It is understood that the contractor is not under the direction of the city as to the manner in which he shall carry out the management of the dumping grounds under this franchise, and the power of inspection of the city is merely to ascertain that the franchise has been properly performed and that all requirements of sanitation have been reasonably met.

IN WITNESS WHEREOF, the contractor has signified his acceptance of the terms of this franchise by signing the same and the city does certify its approval by the signature of the recorder and the approval by the Mayor. This day of September 1948 passed by the Council Aug. 25, 1948

ALBANY DISPOSAL CO.

Jordan B. Fisher  
Contractor

CITY OF ALBANY, LINN COUNTY, OREGON

By: Ralph L. Stanton  
Mayor

Attest:

Ray Butler  
Recorder