

TO: James L. App, City Manager
FROM: Meg Williamson, Assistant to the City Manager
SUBJECT: Paso Robles Waste Disposal City-Wide Clean-Up Day - Discussion of Charges
DATE: June 1, 2004

Needs: For the City Council to consider allowing Paso Robles Waste Disposal to impose a fee schedule for bulky items collected on City-Wide Clean-Up Day.

Facts:

1. The Franchise Agreement between Paso Robles Waste Diposal and the City of Paso Robles requires that Paso Robles Waste Disposal annually conduct "Clean-up Week."
2. Initially, "Clean-up Week" required residents to deliver items on their own to the landfill.
3. Last year's City-Wide Clean-up event allowed residents to place their items at the curb with a 2-cubic yard limit.
4. In a letter dated April 21, 2004, (attached) Paso Robles Waste Disposal explains how the clean-up event was highly successful, but had multiple exceedances of the 2-cubic yard limit. They are, therefore, requesting to implement a fee schedule for bulky items, similar to other disposal companies.
5. This year's annual City-Wide Clean-up event is scheduled for June 21st to June 25th.

Analysis
and
Conclusion:

The Franchise Agreement requires that one annual free pick up event be made available to solid waste collection subscribers. Last year, a 2-cubic yard limit was established as a reasonable base level for this annual service. However, it appears that there is a percentage of clientele that takes advantage of the free opportunity.

While Paso Robles Waste Disposal still picked up all items left at the curb during last year's clean-up event, they are hopeful that a fee framework for bulky items would make their event more manageable this year.

Fiscal
Impact:

This request affects the Franchisee and is not an impact to the City's General Fund.

Options:

- a. That the Council determine that it is within the scope of the Franchise Agreement for Paso Robles Waste Disposal to impose a fee schedule for bulk items as described in their letter dated April 19, 2004.
- b. Amend, modify, or reject the above option.

Attachments:

1. Letter from Paso Robles Waste Disposal dated April 19, 2004 (with attachments)
2. Excerpt from Franchise Agreement

PASO ROBLES WASTE DISPOSAL, INC.

P.O. BOX 278

2951 WALLACE DR.

PASO ROBLES, CALIFORNIA 93447

(805) 238-2381

April 19, 2004

RECEIVED
CITY MANAGER

APR 20 2004

Meg Williamson
Interim Director of Public Works
City of Paso Robles

CITY OF PASO ROBLES

Dear Ms Williamson;

Last year's City Wide Clean-Up had a 2 cubic yard limit for each residential customer. Since this was our first year of having the Clean-Up on the curb, Paso Robles Waste picked up everything that was placed on the curb. Many people abused the limit.

Paso Robles Waste transported 41 truck loads of compacted rubbish to the landfill consisting of a total of 536.49 tons, Paso Robles Roll-Off also transported an additional 21 roll-off boxes consisting of 133 Freon units, 241 appliances, 148 mattress/sofas and 109 tires.

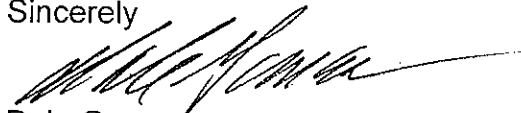
Paso Robles Waste would like to pattern our City Wide Clean-Up Week similar to fellow solid waste companies in the county. We would like to charge for bulky items. This would help defer people that are not customers bringing in unwanted items into the city and not having to pay for items. Enclosed is an example what San Luis Garbage Company does for their customers.

We believe that only 1-2% of our customers abused the Clean-Up Week, which represents approximately 100 customers. We believe if we impose a minimal fee of \$ 5.00 for all bulky items this would eliminate the vast majority of the abuse.

Prospective date of Clean-Up would be June 21st to the 25th.

Enclosed please find advertisement for San Luis Garbage Company Clean-Up Week.

Sincerely



Dale Gomer
General Manager



Clean-Up Week

June 16th - 20th

For Single-family Residential Customers living in
San Luis Obispo including Rolling Hills and The Country Club

Annual Spring Clean-Up Week is a community service provided **FREE** to single-family residential customers of San Luis Garbage Co. You must be a customer of San Luis Garbage Co. to receive this service.

Rules & Regulations:

On the Curb

Place your Clean-Up Week garbage on the curb no later than 6:00 A.M. On your regular garbage collection day.

Container Notes

Clean-Up Week garbage may be placed in standard trash cans, various containers, or tied into bundles.

More Container Notes

Standard trash containers will be emptied and left on the curb. **Boxes and Plastic Bags will be taken away with your garbage.** If you want your non-standard containers left behind, *please mark or place a note on them.*

Container Sizes

Container or bundles of garbage must weigh 75 pounds or less and must measure four feet or less in overall length.
No hazardous materials taken.

Clean-Up Week Garbage Limits

Each single-family residence is limited to two (2) cubic yards of Clean-Up Week garbage placed on the curb, **Plus Your Regular Garbage.**
Excess garbage will be left at the curb.

Only One of the following Clean-Up Week combinations is allowed:

Twelve standard trash cans (33 gallons each) or the equivalent in various containers.
(Note: 6 standard trash cans equal one cubic yard of trash.)

Twelve bundles, each four feet or less in length and 75 pounds or less in weight.

Twelve boxes, each 75 pounds or less.

Bulky Items (Please Call First)

The following special prices are valid only during Clean-Up Week 2003. **Items must be on the curb to qualify for these special prices.**

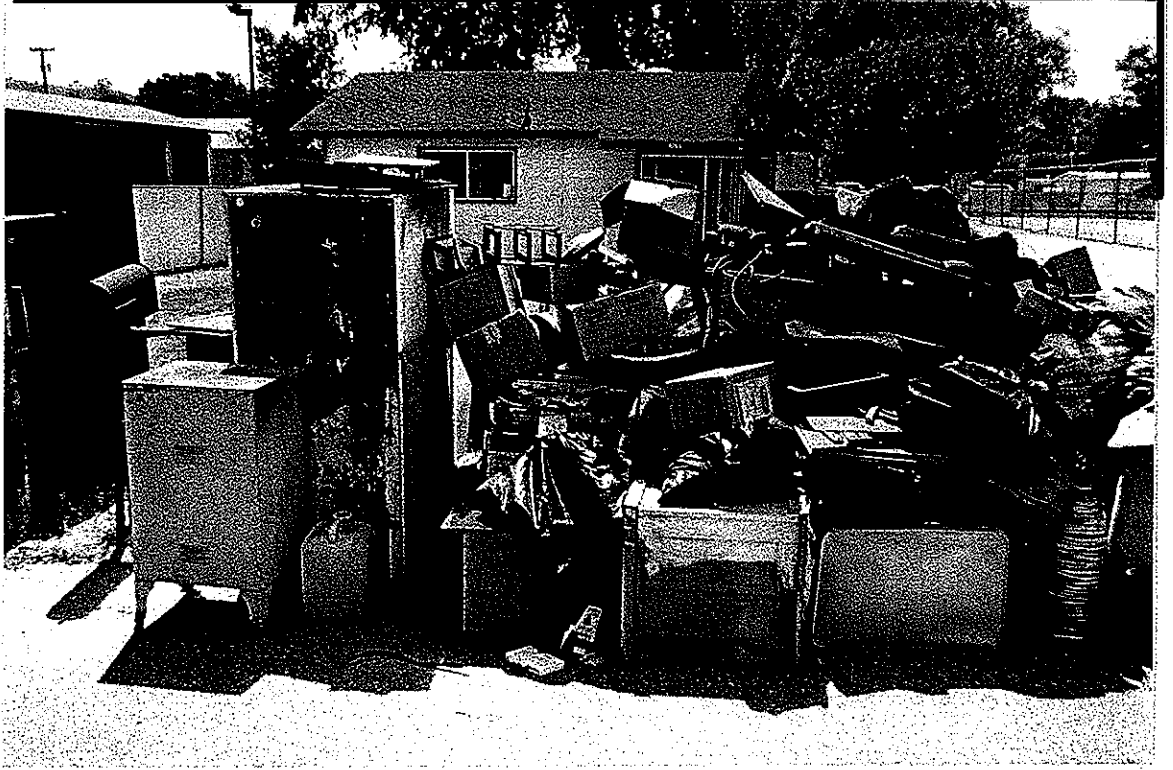
\$5.00 Each

- Televisions • Water Heaters • Couches
- Washers • Dryers • Small Appliances • Chairs
- Box Springs • Mattresses • Refrigerators
- Overstuffed Chairs • Passenger Car Tires

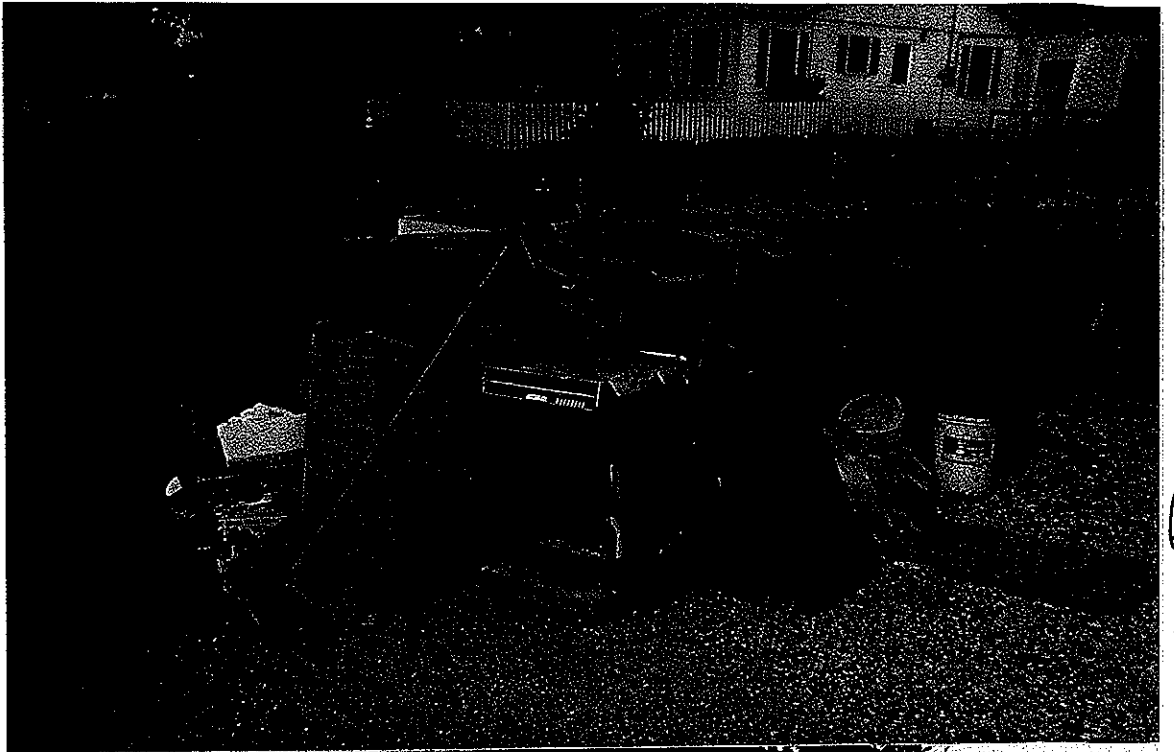
To arrange for pick up of bulky items (not free) you **Must First Call 543-0875** no later than **4 P.M. on Friday, June 13th.**
Bulky items will not be picked up unless you call 543-0875.

San Luis Garbage Company

For Information Call: 543-0875



Examples of 2003 Clean-up Day



Examples of 2003 Clean-up Day

The COMPANY promises and agrees to procure and keep in force and effect during the life of this Agreement, full workers compensation insurance with an insurance carrier as defined by and in accordance with the provisions of the Labor Code of the State of California.

5. Commencement Date. Following execution of this Agreement by the last party to execute it, the COMPANY shall commence the collection and disposal of all solid waste material under the terms of this Agreement. Having so commenced, the COMPANY shall continue to collect and dispose of all solid waste material including recyclables and greenwaste throughout the term of this Agreement.

6. Reservation of Rights. It is hereby expressly agreed by and between the parties hereto that the CITY shall have, and there is hereby reserved unto the CITY and to the officers and officials of the CITY, all the rights, powers and privileges which under the provisions of said Solid Waste Ordinance, might be expressly set forth in this Agreement in favor of the CITY and its officers, the express mention of certain rights, powers and privileges in favor of the CITY is not intended to and shall not be deemed or construed to exclude any other right, power or privilege in favor of the CITY which might be expressly reserved herein.

7. Fee. The COMPANY hereby promises and agrees to pay to the CITY for the rights and privileges herein granted to it, three (3) percent of the gross receipts of the business conducted by the COMPANY within the CITY each calendar year, with a minimum of One-Thousand Dollars (\$1,000.00) per year. Said amounts shall be payable no less than quarterly on or before the 25th day of April, July, October and January for the quarterly period ending for the purpose of determining said payment date. The accounting period for the purpose of determining the percentage of gross receipts shall commence as of July 1, 1993.

8. Clean Up Week. The COMPANY hereby further promises and agrees to furnish to all persons subscribing to solid waste collection service one annual free pickup of all solid waste material in conjunction with the annual City-sponsored "Clean Up Week" in accordance with Section 7.16.520 of the Municipal Code of the City of El Paso de Robles with any such expenses recognized as gross expenses for rate-setting purposes.

9. Bond. The COMPANY shall furnish and keep in force a cash or surety bond to the CITY in the sum of Five Thousand Dollars (\$5,000.00) conditioned upon the faithful performance of this Agreement and the provision of said Solid Waste Ordinance.

Excerpt from Franchise Agreement