

ORDINANCE NUMBER 1752

AN ORDINANCE RELATING TO THE ENVIRONMENT, HEALTH AND SANITATION OF THE CITY OF MILWAUKIE; PROVIDING FOR THE ESTABLISHMENT, MAINTENANCE AND OPERATION OF A SYSTEM OF SOLID WASTE MANAGEMENT, INCLUDING PROVIDING RECYCLING; GRANTING EXCLUSIVE FRANCHISES; PROVIDING FOR THE ADOPTION OF RULES AND REGULATIONS; REPEALING MUNICIPAL CODE CHAPTER 13.24; PROVIDING PENALTIES; AND ESTABLISHING THE EFFECTIVE DATE HEREOF.

THE CITY OF MILWAUKIE DOES ORDAIN AS FOLLOWS:

Section 1. Policy

It is declared to be the public policy of the City of Milwaukie to regulate solid waste management service by: (1) insuring safe, economical, and comprehensive solid waste management 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 franchisees.

Section 2. Definitions

The following definitions shall apply to this Chapter.

(a) "City" means the City of Milwaukie, Clackamas County, Oregon.

(b) "City Council" or "Council" means City Council of Milwaukie, Oregon.

In addition, for the purpose of this Chapter, the following definitions shall be applicable:

(c) "Bulky Wastes" mean large items of Solid Waste such as appliances, furniture, large auto parts, trees, branches greater than 4 inches in diameter and 36 inches in length, stumps and other oversize wastes whose large size precludes or complicates their handling by normal collection, processing or disposal methods.

(d) "Commission" means the State of Oregon Environmental Quality Commission (EQC).

(e) "Compensation" includes:

(1) Any type of consideration paid for service including, but not limited to, rent, membership fees, the proceeds from resource recovery, any direct or indirect provision for the payment of money, goods, services or benefits by tenants, lessees, occupants, members or similarly situated persons; and

(2) The exchange of service between persons.

(f) "Curbside" applies only to recycling and yard debris collection and refers to containers being located within three (3) feet of the edge of a public street. The "street" may be a public alley if a Franchisee desires to pick up garbage or recyclables from the alley. The three foot rule does not allow the yard debris or recycling container to be placed on the house side of a fence or enclosure even if the container is within three feet of the public street/alley. For residences on a flag lot, or other private driveway, "curbside" shall be the point where the driveway intersects the public street, or at such other location agreed upon between a Franchisee and Customer.

(g) "Department" means the State of Oregon Department of Environmental Quality (DEQ).

(h) "Disposal Site" means land and facilities used for the disposal, handling or transfer of, or resource recovery from solid wastes, including but not limited to dumps, landfills, sludge lagoons, sludge treatment facilities, disposal sites for septic tank pumping or cesspool cleaning service, transfer stations, resource recovery facilities, incinerators for solid waste delivered by the public or by a solid waste collection service, composting plants and land and facilities previously used for solid waste disposal at a land disposal site; but the term does not include a facility subject to the permit requirements of ORS 468B.050; a landfill site which is used by the owner or person in control of the premises to dispose of soil, rock, concrete or other similar nondecomposable material, unless the site is used by the public either directly or through a solid waste collection service; or a site operated by a wrecker issued a certificate under ORS 822.110.

(i) "Franchisee" means the person to whom a franchise is granted by the City Council pursuant to this Chapter. Such franchise shall grant exclusive rights to provide service and solid waste management service for compensation.

(j) "Infectious Waste" means biological waste, cultures and stocks, pathological wastes, and sharps, as defined in ORS 459.386 and 459.387.

(k) "Person" means the state or a public or private corporation, cooperative, local government unit, public agency, individual, partnership, association, firm, trust, estate or any other legal entity.

(l) "Placed for Collection" means solid waste or recyclable material that has been placed by the customer for service by a franchisee under the requirements contained herein.

(m) "Processing" means an operation where collected, source separated, recyclable materials are sorted, graded, cleaned, densified or otherwise prepared for end use markets.

(n) "Recyclable Material" 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.

(o) "Resource Recovery" means the process of obtaining useful material or energy resources from solid waste and includes:

(1) "Energy recovery," which means recovery in which all or a part of the solid waste materials are processed to utilize the heat content, or other forms of energy, of or from the material.

(2) "Material recovery," which means any process of obtaining from solid waste, by presegregation or otherwise, materials which still have useful physical or chemical properties and can be reused or recycled for some purpose.

(3) "Recycling," which means any process by which solid waste materials are transformed into new products in such a manner that the original products may lose their identity.

(4) "Reuse," which means the return of a commodity into the economic stream for use in the same kind of application as before without change in its identity.

(p) "Solid Waste" means all putrescible and nonputrescible wastes, including but not limited to garbage, rubbish, refuse, ashes, waste paper and cardboard; 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 and industrial

appliances; manure, vegetable or animal solid and semisolid wastes, dead animals, infectious waste as defined in ORS 459.387, special wastes and other wastes; but the term does not include:

(1) Hazardous wastes as defined in ORS 466.005.

(2) 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 animals.

(q) "Solid Waste Collection Service" or "Service" means the collection, transportation or disposal of or resource recovery from solid wastes.

(r) "Solid Waste Management" means 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.

(s) "Source Separate" means that the person who last uses recyclable material separates the recyclable material from solid waste.

(t) "Special Wastes" shall have the meaning given to them in the METRO code as now referenced at METRO Code Section 5.02.015(s), or as hereafter amended, since METRO has the regulatory authority for the disposal of such wastes. The collection of "special wastes" shall be controlled by this Chapter and any rules adopted hereunder.

(u) "Transfer Stations" mean a fixed or mobile facility normally used as an adjunct of a solid waste collection and disposal system or resource recovery station between a collection route and a disposal site.

(v) "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 purposes 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.

(w) "White Goods" mean kitchen or other large appliances which are Bulky Wastes.

(x) "Yard Debris" includes grass clippings, leaves, hedge trimmings and similar vegetative waste generated from residential property or landscaping activities, but does not include stumps or similar bulky wood materials.

Section 3. Enforcement Officers; Access to and Review of Books and Records

(a) The City Manager shall enforce the provisions of this Chapter, and his agents, including police officers and employees of the Public Works Department, may enter any premises for the purpose of determining compliance with the provisions and terms of this Chapter. Such entry shall be upon permission of the occupant or upon warrant.

(b) In order for the Franchisees to perform services under this Chapter, it may be necessary for a Franchisee to disclose to City or City may otherwise acquire, a Franchisee's confidential business or technical information. The City may make an inspection for such purposes upon at least 24 hours notice, during normal business hours, at an office of the Franchisee located in the local metropolitan area. The City will receive and maintain in confidence all information and will prevent the disclosure of information to others except as required by law in connection with litigation. The City will not use information for any purpose other than in connection with the performance of services pursuant to this Chapter.

The above shall not apply to any portion of information: (1) which was developed by the City and is in the City's possession prior to the City's first receipt thereof directly or indirectly from a Franchisee; (2) which is now or hereafter becomes through no act or failure to act on the City's part generally available on a nonconfidential basis; (3) which was heretofore or hereafter furnished to a Franchisee by others as a matter of right without restriction on disclosure; or (4) which is required by law to be publicly disclosed by the City. Information shall not be deemed to be within one of the foregoing exceptions if it is merely embraced by more general information available on a nonconfidential basis.

The City agrees that each of its employees, agents and subcontractors who participate in the performance of services or who have access to information are obligated in a manner consistent with this section. The obligations of this section shall survive the termination of any request for services and the termination of this Chapter.

(c) Prior to the granting or renewal of a franchise under Ordinance No. 1752, and at each five (5) year interval thereafter, during the term of the franchise, or at more frequent intervals if determined necessary by the City, the

City shall have the right to contract with an outside accounting firm to conduct a review of each Franchisee's books and records relating to operations under their franchise.

Section 4. Franchise Required and Exceptions Thereto

(a) Except as otherwise provided in this Chapter, it shall be unlawful for any person other than the franchise holders under the provisions of this Chapter, to provide or offer to provide solid waste management service in the City of Milwaukie 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 such 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 from hauling that person's 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. In the case of a residential dwelling unit (whether individually owned, nonowner occupied or grouped through an association or cooperative of property owners) any waste generated or produced is owned by the individual owner or occupant and not by the landlord, property owner, cooperative or association or property manager or agent of such person;

(3) 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;

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

(5) prohibit any person licensed as a motor vehicle wrecker under ORS 822.110 et seq. from collecting, transporting, disposing of or utilizing motor vehicles or motor vehicle parts;

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

(7) 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;

(8) 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;

(9) prohibit a person from conducting an activity determined by the City Manager to be a civic, community, benevolent or charitable program, providing that such activity does not include the collection of putrescible solid waste. The organization conducting such program shall comply with all applicable provisions of this 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, but a person shall not provide collection service for any accumulated waste generated by a customer; 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);

(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 such wastes separate and apart from this franchise and Chapter.

Section 5. Rules and Regulations

The City Manager may propose and prepare rules and regulations pertaining to this Chapter. The rules and regulations shall be printed or typewritten 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 all franchisees operating under this Chapter for the response. Each Franchisee shall have 30 days to respond in writing to such proposed rules and regulations. The rules and regulations and any amendments thereto, may be approved by the City Council, after hearing, following said 30 day period.

Section 6. Sanitary and Safety Regulations

Each Franchisee shall comply with all state, federal, regional and City laws, rules and regulations relating to solid waste management service, as now or hereafter constituted. Violation shall be an offense against the City.

Section 7. Standards for Collection and Storage of Solid Wastes and Recyclable Materials

(a) Storage and collection of solid waste and recyclable materials 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 solid wastes placed 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. Extra volumes of solid waste that are in addition to the subscribed service, may be in heavy plastic bags that are securely tied at the top and which will accommodate the weight and volume of waste contained in them so that they do not break open upon being collected. The cleanliness of the grounds surrounding the solid waste and recyclable materials 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.

(b) Recyclable materials and yard debris shall be prepared by customers and placed at curbside for collection by a franchisee in accordance with rules and standards adopted under this Chapter.

(c) Customers shall provide a space for all cans, carts, containers of 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 Milwaukie development code.

(d) Placement of receptacles for collection by a franchisee and requirements pertaining to weight limitations, type and quality, and contents of receptacles placed for collection by a franchisee shall be in accordance with rules and standards adopted under this Chapter.

(e) The temporary storage of solid waste is permitted without compliance with the requirements for solid waste disposal sites if the temporary storage is provided under safe and sanitary conditions. Temporary storage must comply with all relevant codes and Chapters of the City.

Section 8. Franchise Requirements

(a) Each Franchisee shall make available, for subscription, all levels of Solid Waste collection service for which the City set rates, to every customer in its franchised geographic area, subject to the limitations in Section 15. for refusal of service. Collection of "bulky wastes" shall be made by special arrangement between Franchisee and a customer. Each Franchisee shall provide each of their new customers with City approved written information on all solid waste and recycling collection services that are available and the rates for these services. The Franchisee shall not intentionally provide Solid Waste collection service to customers in another Franchisee's geographic area within the Milwaukie city limits except by arrangement with another Franchisee under a subcontract. Customers shall be given written notice of any changes in service.

(b) Each 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 Milwaukie shall be covered and all equipment for handling said 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, together with rules and standards adopted under this Chapter.

(c) Each Franchisee shall make available solid waste management service as defined in Section 2 of this Chapter to customers in the City not less than once per week.

(d) Each 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 Chapter. Said Franchisee shall provide written notice to the City of its intention to subcontract any portion of the service prior to entering into such agreement, and provide the City with a copy of the Agreement, which shall require City approval prior to the Agreement becoming effective. The subcontractor shall comply with all provisions of this Chapter.

(e) Each Franchisee shall provide the opportunity to recycle in accordance with Chapter 459A of Oregon Revised Statutes, together with the rules and regulations promulgated thereunder by the EQC, DEQ, METRO and the City.

(f) Each Franchisee shall permit inspection by the City of said Franchisee's facilities, equipment and personnel at reasonable times.

(g) Each Franchisee shall comply with all laws relating to solid waste management service and shall not have a record of violations of law or Chapters that would indicate an inability to satisfactorily perform the service being franchised.

(h) Each Franchisee shall submit a certificate of public liability insurance with a 30-day notice of cancellation clause, acceptable to the City, which will cover its business operation including each vehicle operated by said 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 harmless against liability or damage which may arise or occur from an injury to persons or property as a result of said Franchisee's operation of the solid waste business. The City shall be named as an additional insured.

(i) Each Franchisee shall provide a cash security deposit or a performance bond in an amount up to \$5,000 to guarantee payment to the City or another affected person of a judgment secured against the Franchisee because of work performed that does not conform with the requirements of the Franchise, until one year after expiration of the Franchise and after all claims or demands made against it have been settled or secured. The amount of the security deposit or bond shall be dependent upon the extent of the collection activity in the City by a Franchisee. A deposit in a savings account in trust, to secure this obligation, shall be sufficient conformance with this subsection.

(j) Each Franchisee shall comply with the hours of collection which may be set by rules and regulations under this Chapter.

(k) Each Franchisee shall maintain a bill paying station within the City and provide telephone service so that the business of the Franchisee may be reached by the public during the period from 8:00 AM to 5:00 PM. The location of the bill paying station shall be approved by the City Manager.

Section 9. Granting a Franchise

The City Council may, by resolution, from time to time, franchise one or more persons to provide solid waste management service within the City of Milwaukie. The rights, privileges, and franchise to be granted hereunder to each Franchisee shall continue and be in force for a period of 20 years from and after the date the franchise becomes effective, except that the City shall have the sole discretion, with or without cause, at any time within a

three-month period prior to the expiration of each five-year period from the effective date of the franchise to terminate the franchise upon six month's notice to each franchisee in writing; otherwise, each franchise shall remain in effect.

Franchises awarded under this Chapter shall be based on geographic districts within the City and approved by the City Council, but only one franchise shall be issued for each specific geographic district. Any change in the boundaries of these districts shall require prior written approval by the City Council. Said approval shall not unreasonably be withheld. The City of Milwaukie is hereby empowered to carry out all the terms and provisions of this Chapter to dispose of waste and solid waste in the manner provided by the Chapter in the event any franchise is canceled for cause. Any franchise under this Chapter may be canceled for cause by the City upon sixty days written notice of the grounds for cancellation for failure to comply with the provisions of this Chapter or the rules and regulations adopted hereunder. Any Franchisee affected by such written notice may demand and receive a public hearing. The decision of the City Council shall be made on said allegations of grounds for cancellation and upon the evidence produced and presented to the Council.

Section 10. Suspension, Modifications or Revocation of Franchise

(a) The City Council may suspend, modify, or revoke the contract of a Franchisee upon finding that the holder thereof has violated this Chapter or ORS Chapter 459 or Chapter 459A, or any rule or regulation promulgated thereunder.

(b) When the City receives information indicating a violation of this Chapter, a written notice of such violation shall be provided to said Franchisee. Such notice shall provide a description of the alleged violation, and shall provide a reasonable opportunity to correct the violation.

(c) Upon receipt of the written notice, referred to in subsection (b), said Franchisee shall have thirty (30) days from the date of mailing of the notice in which to comply or to request a public hearing before the City Council. A request for a public hearing before the City Council shall be made in writing and in the event a public hearing is held, said Franchisee and other interested persons shall have a reasonable opportunity to present information and testimony in oral or written form.

(d) The Council shall adopt findings of fact and conclusions which will support or deny the alleged violation. The Council may, on the basis of such findings, suspend, modify or revoke the franchise of said Franchisee or condition such action upon

continued non-compliance with the alleged violation. Said Franchisee shall comply with the time specified in the notice or with the order of the City Council.

Section 11. Interruption of Service

Each franchisee agrees, as a condition of their 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 12. Actions of Franchisee Requiring Approval of City

No contract, nor any interest therein granted by the Council to a Franchisee pursuant to the provisions of this Chapter, may be sold, assigned, consolidated, merged, or otherwise transferred without the prior written consent of the Council. Such consent shall not be unreasonably withheld. The Council may grant, deny, or impose such conditions with respect to the transfer of the contract or any interest therein, as are in the interests of the public herein and general welfare.

Section 13. Rates Under this Chapter

Rates to be charged by each Franchisee under this Chapter may be set by City Council Resolution as deemed necessary by the Council. In determining rates or proposed rate changes, the Council shall give due consideration to the cost of doing business of the Franchisees. The Council shall consider the investment in facilities and equipment; all direct and indirect costs of doing business such as wage scales, cost of disposal, cost of operating equipment, and all costs of service demands upon the Franchisees; consideration shall be given to program changes, technological changes, needs for additional or improved equipment, handling charges, length of haul, frequency of service, extra effort or investment needed for handling of dangerous or unusual waste or solid waste, and due consideration to a reasonable operating margin for the Franchisees.

Each Franchisee shall comply with reporting requirement set

forth in the Administrative Rules adopted by the City.

In setting collection rates the City Council shall give particular consideration to the rates for similar services charged in surrounding areas.

Rates shall be uniform throughout the City, for the same service or may be uniform within zones taking into account haul distance, concentration of dwelling units and other factors which the City Council considers to justify variations in rates that outweigh the benefits of having a single rate structure to encourage requests for service from throughout the entire service area.

Section 14. Franchise Fee

As compensation for the contract rights to Franchisees, and for the use of city streets, the Franchisees under this Chapter shall pay to the City of Milwaukie such sum or sums, at such times as may be set by resolution of the Council. In setting such Franchise Fee, due consideration shall be given to the impact such a fee will have on service rates charged to customers of the Franchisees. The Franchise Fee payable by persons under this Chapter shall be set by City Council Resolution.

Section 15. Payment for Services and Interruption or Discontinuance of Service

(a) Rules and regulations pertaining to billing sequences may be adopted pursuant to this Chapter. Solid waste management service may be discontinued by any Franchisee when payment for such service is delinquent for a period of 30 days, and after giving ten (10) days' written notice of delinquency to the occupant of the premises. Said Franchisee shall not be required to resume service until the delinquency is paid and until a deposit equal to two months service is paid in advance. In the event service is discontinued for delinquency, the City shall be given a copy of the written notice of delinquency given by a Franchisee to the occupant of the premises.

(b) No Franchisee shall terminate service to any or all of its customers under this Chapter except in accordance with the provisions of this Chapter. Service may be interrupted or terminated when:

(1) The street or road access is unavoidably blocked through no fault of the Franchisee or if there is no reasonable alternative route or routes to serve all or a

portion of its customers; but in either event, the City

of Milwaukie shall not be liable for any such blocking of access, or

(2) Adverse weather conditions render providing service unduly hazardous to persons or equipment providing such service or if such interruption or termination is caused by an "act of God" or a public enemy.

(c) A Franchisee shall have the right to establish, by agreement with individual customers in the City, the time or times when solid waste shall be gathered and collected, but such agreement shall not conflict with any rules adopted by the City.

Section 16. Annexation of Property to City

If property is annexed by the City, the City and the Franchisee shall comply with ORS 459.085(3).

Section 17. Violations

(a) 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.

(b) No unauthorized person shall take or remove any solid waste or recyclable materials placed for collection by a Franchisee.

(c) No person shall provide nor offer to provide solid waste management service in the City of Milwaukie unless they are exempted under Section 4. of this Chapter or unless they are a Franchisee under this Chapter.

(d) No person shall violate any other provisions of this Chapter or rules and regulations promulgated thereunder.

These violations shall be subject to the penalties set forth in Section 18. of this Chapter.

Section 18. Penalties

Any person violating any of the provisions of this Chapter, shall be deemed guilty of a civil infraction, and upon conviction thereof, shall be punished by a fine of not more than \$500. Any non-franchised person engaging in any of the activities franchised under this Chapter for compensation, shall in addition be guilty of a civil infraction for each day of violation of the Chapter and subject to an additional fine not exceeding \$100 for each and every day after the first day of said violation.

Section 19. Repeal of Chapters

All Chapters or parts of Chapters in conflict herewith, and particularly Municipal Code Chapter 13.24, is herewith and hereby repealed, and any other Chapters in conflict herewith shall be construed in accordance with the overall intent of this Chapter.

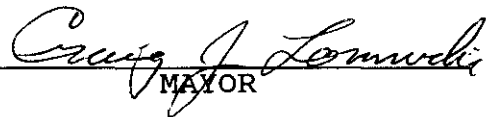
Section 20. Severability Clause

If any section, subsection, sentence, clause, phrase, or portion of this Chapter is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

Read the first time this 16 day of November, 1993, and moved to second reading by unanimous vote of the City Council.

Read the second time and adopted by the City Council this 16 day of November, 1993.

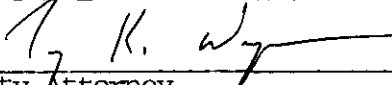
Signed by the Mayor this 16 day of November, 1993.


MAYOR

ATTEST:


City Recorder

APPROVED AS TO FORM:


City Attorney



CITY
OF
MILWAUKIE



**SANITARY SERVICE
DISTRICTS
MAY / 1994**

-  **DISTRICT - 1**
-  **DISTRICT - 2**
-  **DISTRICT - 3**
-  **DISTRICT - 4**
-  **DISTRICT - 5**
-  **DISTRICT - 6**
-  **DISTRICT - 7**