

## ORDINANCE No. 1551

A Bill for AN ORDINANCE authorizing the Mayor and Recorder of the City of Albany, Oregon, to enter into a contract with J.R.Fisher, providing for the collection and disposition of garbage and other material and declaring an emergency.

THE PEOPLE OF THE CITY OF ALBANY DO ORDAIN AS FOLLOWS:

Section 1. The Mayor and Recorder of the City of Albany, Oregon, are hereby authorized and directed to enter into a contract in writing with J.R.Fisher providing for the collection and disposition of garbage and other material within said City, which said contract shall be specified in words and figures as follows, to-wit:

THIS AGREEMENT made and entered into this 22nd day of July, 1942 by and between the CITY OF ALBANY, Oregon, a municipal corporation, hereinafter called the party of the first part, and J.R.FISHER, of Albany, Oregon, hereinafter called the party of the second part,

WITNESSETH:

WHEREAS,

1. There has been a large influx in the population of the City of Albany and the lack of suitable or adequate system of garbage disposal of the City has become urgent and critical and menaces the public health;
2. No provision has been made for the hauling away of debris and material gathered up periodically by the citizens in caring for their private property and relieving fire hazard, and the public demands that provision be made for cleaning up private premises and hauling away inflammable material and disease bearing material, all of which is now a menace to the public safety and the public health; and
3. It is the desire of the City to provide an adequate method for the disposal of garbage and the disposal of debris;

NOW THEREFORE,

I.

The party of the first part agrees, in consideration of the promise of the party of the second part, as follows:

(a.) That the party of the second part shall be employed for a period of five (5) years to collect, without discrimination throughout the city from all places where the same has accumulated, garbage and other debris and haul the same from the city; and

In consideration of the aforesaid promise and agreement on the part of the party of the first part, the party of the second part agrees as follows:

- (a) That he will provide sufficient trucks and equipment and employ sufficient personnel to collect the garbage in the City of Albany and transport the same from the city without spilling or dropping portions thereof upon the streets of said city;
- (b) That he will provide an adequate place suitable to the health authorities of the County and State, for the burial of said material and bury the same daily in such a manner that the same will not be a menace to the public health or the health or property of anyone;
- (c) That he will not discriminate and will take the material from all sources in the City daily from the business area or business establishments, and twice a week from the residential area, and make such schedules and arrangements with private citizens that they will know the approximate time when he will visit each residence and remove said material therefrom;
- (d) That in the event he should so desire, the party of the second part may erect an incinerator and burn said material and as to all debris hauled from yards or from houses such as old papers, brush, pieces of wood, etc., the party of the second part may pile this at a place provided by him and burned when dry, and that this type of debris shall not of necessity be buried.

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## II.

It is mutually understood and agreed between the parties as follows:

(a) That this contract shall extend for a period of five (5) years from date hereof ;

(b) That the costs to the business enterprises such as restaurants, hotels furnishing meals, and grocery stores shall not be less than Two Dollars and Fifty Cents (\$2.50) per month and not in excess of Seven Dollars and Fifty Cents (\$7.50) per month, the same to be agreed upon according to a fair consideration of the amount and nature of garbage disposal in each individual instance;

(c) That the price to be charged apartment houses, hospitals, lodges operating where regular services are required, and boarding houses shall depend upon the number of apartments and the amount of garbage and shall not be less than Two Dollars (\$2.00) nor more than Seven Dollars and Fifty Cents (\$7.50) per month, and the same shall be agreed upon by the apartment house operator and the party of the second part herein according to the amount of garbage and the nature thereof;

(d) That the charges to be made for private residences shall not be to exceed One Dollar (\$1.00) per month;

(e) That the amount to be charged for special occasions such as church dinners and lodges for special occasions shall be the sum of Fifty Cents (\$0.50) for each occasion;

(f) That the charge for occasional pickups for debris removed from yards or buildings other than garbage shall be a reasonable charge, not less than Twenty Five Cents (\$0.25) for each pickup and such additional charge as the size and nature of the particular articles to be hauled would justify.

It is mutually understood and agreed that in order to provide this service for the city of Albany and its citizens the party of the second part will be required to expend from six to eight thousand dollars for equipment which will be of little or no use in any other type of enterprise, and without such an investment the entire city cannot be served and the public health cannot be safeguarded, and in view of the investment and service to be rendered, it is between the parties hereto agreed that the party of the second part is an independent contractor and not a licensee and no license fee shall be exacted from him for the performance of this contract.

It is further mutually understood and agreed that while this contract is between the city of Albany, party of the first part, it is for and on behalf of the inhabitants and businessmen of the city for the general welfare and within the police power of the city, and the party of the second part shall receive no pay from the city and the city shall be under no obligations to the party of the second part for compensation of any kind or nature.

This contract is conditioned upon the ability of the party of the second part to secure priorities that will enable him to acquire and secure the equipment for the purpose of carrying out this contract; that the party of the second part warrants to and with the party of the first part that he is financially able to carry out this contract and can and will do so in the event the Federal authorities grant priorities that will enable him to purchase the necessary equipment.

IN WITNESS WHEREOF, the City of Albany, by authority of ordinance duly passed by the Common Council of the city of Albany authorizing the same and directing that its Mayor and Recorder sign said contract for said city, has entered into this contract as party of the first part, and the party of the second part has signed and executed the same the day and year first above written.

CITY OF ALBANY, LINN COUNTY, OREGON.

By: A.G. SHENDERS.  
Mayor

By: R.N. BUTNER.  
Recorder  
Party of the first part.

J.R. FISHER  
Party of the second part.



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Section 2. Whereas, the peace, health and safety of the inhabitants of the City of Albany are involved, therefore an emergency is hereby declared to exist and this ordinance shall become in due force and effect immediately upon its passage by the Council and approval by the Mayor.

Passed by the Council this 22nd day of July, 1942.

Approved by the Mayor this 22nd day of July, 1942.

A.G. STUNDERS

Mayor

ATTEST:

R.N. BUTLER.

Recorder.

STATE OF OREGON :  
COUNTY OF LINN : ss:  
CITY OF ALBANY :

I, R.N. Butler, Recorder of the City of Albany, Linn County, Oregon, do hereby certify that the foregoing copy of Ordinance # 1551 has been by me carefully compared with the Original Ordinance Bill # 1672 now on file in this office and I further certify that the same is a true and correct copy of said Ordinance Bill # 1672 as passed by the Council on the 22nd day of June 1942 and approved by the Mayor on the same date.

Witness my hand and official signature and the seal of the City of Albany, Oregon this 23rd day of July 1942.

R.N. Butler

R.N. BUTLER

Recorder of the City of Albany, Oregon.