

1 **RESOLUTION NO. 2024-59**

2 **A RESOLUTION OF THE ALBANY CITY COUNCIL CONFIRMING**  
3 **THE REPORT AND SPECIAL ASSESSMENT LIST ASSOCIATED**  
4 **WITH DELINQUENT GARBAGE BILLS AND AUTHORIZING THE**  
5 **DELINQUENT CHARGES BE PLACED ON THE ALAMEDA COUNTY**  
6 **PROPERTY TAX ROLL**

7  
8 **WHEREAS**, on November 18, 2013, Council passed Ordinance No. 2013-02 amending  
9 Section 15-2.4 of the Albany Municipal Code to authorize collection of delinquent solid waste  
10 collection and disposal charges; and

11  
12 **WHEREAS**, Section 15-2.4 (Exhibit A) provides that delinquent charges that remain  
13 unpaid by the residential customer shall constitute an assessment against the property to which  
14 service was rendered and shall be collected at such time as established by the County Assessor  
15 for inclusion in the next property tax assessment; and

16  
17 **WHEREAS**, Section 6.02.2 of the 2011 Franchise Agreement between the City of  
18 Albany and Waste Management of Alameda County (Exhibit B) requires the City to collect  
19 specified delinquent accounts; and


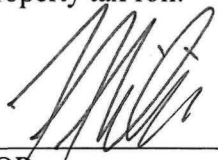
20  
21 **WHEREAS**, the City's franchisee, Waste Management of Alameda County, and the City  
22 of Albany, have provided written notice informing the account holder and the property owner  
23 of the delinquent status of the charges, of the potential for assessment upon the property tax  
24 roll and of the imposition of administrative charges in connection with such assessment, and  
25 of the intent to hold a public hearing on July 1, 2024; and

26  
27 **WHEREAS**, attached is an itemized report listing property owners in the City of Albany  
28 (Exhibit C) who have incurred delinquent garbage bills, that are subject to special assessment;  
29 and

1           **WHEREAS**, the Albany City Council held a public hearing and considered all public  
2 comments received, the presentation by City staff, the staff report, and all other pertinent  
3 documents regarding the proposed special assessment.  
4

5           **NOW, THEREFORE, BE IT RESOLVED**, that the Albany City Council hereby  
6 confirms the report and special assessment list associated with delinquent garbage bills; and  
7

8           **BE IT FURTHER RESOLVED**, that all unpaid assessments confirmed hereby shall be  
9 transmitted by to the Alameda County Assessor for collection on the property tax roll.  
10

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12   
13 \_\_\_\_\_  
14 JOHN MIKI, MAYOR

14           **ATTACHMENTS:**

15           Exhibit A - Section 15-2.4 of the Albany Municipal Code  
16

17           Exhibit B - Section 6.02.2 of the 2011 Franchise Collection Agreement between the City of  
18 Albany and Waste Management of Alameda County

19           Exhibit C – Report listing property owners in the City of Albany that are subject to special  
20 assessment  
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**§ 15-2.4. Fee for Provision of Service by City's Franchisee; Collection of Delinquent Charges. [Ord. #04-01, § 1; Ord. #2013-02, § 1]**

- a. Every person who uses the collection services of the City's franchisee shall pay a fee for the services, as established in a resolution adopted by the City Council pursuant to the franchise agreement.
- b. The City's franchisee shall bill customers directly for service.
- c. The City's franchisee shall reconcile payments by customers against amounts billed to verify any delinquency in payment by customers.
- d. If a customer fails to pay a bill in full within ninety (90) days from the due date, the franchisee shall undertake collection of the bill. The franchisee shall provide delinquency notices to customers but may not discontinue service to their properties. Franchisee shall make reasonable efforts to obtain payment through such measures as late payment notices, telephone requests for payment, and assistance from collection agencies.
- e. If a residential bill for a single-family account remains unpaid after ninety (90) days from the original due date, the franchisee shall send a 90-day notice. The 90-day notice shall include a notice informing the owner of the delinquent status of the charges, of the potential for assessment upon the property tax roll and of the imposition of administrative charges in connection with such assessment.
- f. The delinquent charges which remain unpaid by the residential customer shall constitute an assessment against the property to which service was rendered and shall be collected at such time as established by the County Assessor for inclusion in the next property tax assessment. The City may enforce payment of such delinquent charges in the following manner:
  1. Upon receipt of verified information from the franchisee detailing delinquent charges and establishing that franchisee has made reasonable efforts to collect the delinquent charges, including provision of delinquent charge notices to the property owners, the Finance Director shall transmit to the City Council a report of delinquent charges. Once said report has been confirmed, the delinquent charges and the added costs shall be assessed upon the property and shall constitute a special assessment against the same.
  2. The Finance Director shall turn over to the County Assessor for inclusion in the next property tax assessment the total sum of unpaid delinquent charges consisting of the delinquent garbage collection service charges and administrative charges.
  3. The assessment may be collected at the same time and in the manner as ordinary municipal taxes are collected and shall be subject to the same penalties and the same procedure of sale as provided for delinquent, ordinary, municipal taxes. The assessment shall be subordinate to all existing liens previously imposed upon the property and paramount to all other liens except for those of State, County and municipal taxes with which it shall be upon parity. The lien shall continue until the assessment and all interest and charges due and payable thereon are paid. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessments.
- g. Any notice required to be given pursuant to this subsection shall be deemed served as of the

date of personal service upon the owner or five (5) days after deposit of said notice, postage prepaid in the United States Mail addressed to the owner at the address listed on the most recent County Assessor's tax roll.

47                   6.01.3    If CONTRACTOR fails to perform some or all of the requirements of  
48 the public education program described in this Section and in the annual public education plan,  
149 the CONTRACTOR shall pay the CITY Liquidated Damages as described in Section 12.05.

1150                   6.01.4    Public Education Budget. CITY and CONTRACTOR acknowledge  
1151 CONTRACTOR'S start-up public education/outreach budget is ten thousand dollars (\$10,000)  
1152 for calendar year 2012. Beginning in calendar year 2013, CONTRACTOR'S annual budget will  
1153 be at least five thousand dollars (\$5,000) which beginning with calendar year 2013 will be  
1154 increased by the annual average change in the Consumer Price Index as set forth in Exhibit 2  
1155 and as calculated as part of the annual RRI calculation each year. At the direction of CITY, Any  
1156 unexpended amounts from a given year shall accumulate for CITY'S future public education  
1157 use. Beginning January 1, 2012 partial years shall be prorated. CONTRACTOR shall inform  
1158 CITY of funds expended on public education by quarter.

1159                   6.02    Billing.

1160                   6.02.1    General. The CITY shall establish the Rates that CONTRACTOR may  
1161 charge Customers for Solid Waste, Recyclable Materials, and Organic Materials Collection  
1162 services. CONTRACTOR shall bill all Customers and collect billings in accordance with CITY  
1163 approved rates. If a Premises includes both Multi-Family and Commercial uses, the  
1164 CONTRACTOR bill the Customer at Commercial rates if the Commercial square footage of the  
1165 Premises is greater than the Multi-Family Premises, and shall bill Customer at Multi-Family  
1166 rates if the Multi-Family square footage of the Premises is greater than the Commercial  
1167 Premises.

1168                   6.02.1.1       The CONTRACTOR shall prepare, mail, and collect bills  
1169 (or shall issue written receipts for cash payments) for Collection services provided by  
1170 CONTRACTOR.

1171                   6.02.1.2       CONTRACTOR shall make arrangements to allow its  
1172 Customers to pay bills through the following means: check, cash, credit card, internet payment  
1173 service, or automatic withdrawal from banking account.

1174                   6.02.1.3       CONTRACTOR shall maintain copies of all billings and  
1175 receipts, each in chronological order, for three (3) years for inspection and verification by CITY  
1176 at any reasonable time upon request. The CONTRACTOR may, at its option, maintain those  
1177 records in computer form, on microfiche, or in any other manner, provided that the records can  
1178 be preserved and retrieved for inspection and verification in a timely manner.

1179                   6.02.1.4       CONTRACTOR shall be responsible for collection of  
1180 payment from Customers with past due accounts ("bad debt"). CONTRACTOR shall make  
1181 reasonable efforts to obtain payment from delinquent accounts through issuance of late  
1182 payment notices, telephone requests for payments, and assistance from collection agencies. If  
1183 the average monthly bad debt ratio for a six (6) month period exceeds one and one-half (1.5)  
1184 percent, the CITY and CONTRACTOR shall meet and confer on measures that can be taken to  
1185 collect the bad debt and/or reduce the level of Collection service provided to the Customer. The  
1186 bad debt shall be calculated as the balance of accounts receivables that are past due ninety  
1187 (90) days as a percentage of the balance of total accounts receivable.

1188                   6.02.2    Special Assessment Process. CONTRACTOR shall have the right to  
1189 utilize the special assessment process set forth in Exhibit 7 for all accounts that are delinquent  
1190 for ninety (90) or more days. CITY will cooperate with CONTRACTOR in the implementation of  
1 the special assessment process and the collection of the special assessment. All funds



1192 collected as part of the special assessment process representing the unpaid cost of service  
1193 shall be remitted to the CONTRACTOR and any remaining funds collected shall be retained by  
1194 CITY.

1195           6.03   Customer-Specific Billing Instructions.

1196                   6.03.1   Single-Family Billing. Bills for Single-Family service shall be mailed to  
1197 Customers quarterly in advance of the provision of service.

1198                   6.03.2   Multi-Family Billing. Bills for Multi-Family service shall be mailed to  
1199 Customers monthly following the provision of service. CONTRACTOR shall bill Owner or  
1200 property manager of the Multi-Family Premises or the owner or occupant of an individual Multi-  
1201 Family unit if such Customer separately subscribes to Collection service.

1202                   6.03.3   Commercial Billing. Bills for Commercial service (including Debris Box  
1203 and Compactor services) shall be mailed to Customers monthly following the provision of  
1204 service. If Commercial Customers have centralized service (in which Containers are shared by  
1205 more than one Commercial Premises), CONTRACTOR shall bill one Customer for centralized  
1206 services or, at the request of the Commercial Customers sharing the Containers,  
1207 CONTRACTOR shall treat each Commercial Premises as a separate Customer and shall bill  
1208 each Customer for service costs equal to the service rate divided by the number of Commercial  
1209 Premises sharing the service provided that the Owner or Occupant of one of the Commercial  
1210 Premises sharing services takes sole responsibility for paying the CONTRACTOR for services  
1211 in the event the other parties fail to do so.

1212           6.04   Bill Inserts. CITY may direct CONTRACTOR to insert mailers (which shall be a  
1213 single sheet of paper no larger than eight and one half (8.5) inches by eleven (11) inches, that  
1214 may tri-folded, relating to service with the Bills. The mailers shall be printed on double-sided,  
1215 post-consumer-content paper and shall fit in standard envelopes. CONTRACTOR also agrees  
1216 to insert with the billings, mailers describing activities of the CITY government. CITY will  
1217 provide not less than thirty (30) calendar days' notice to CONTRACTOR before the mailing date  
1218 of any proposed mailing to permit CONTRACTOR to make appropriate arrangements for  
1219 inclusion of the CITY'S materials. CITY will provide CONTRACTOR the mailers at least fifteen  
1220 (15) calendar days before the mailing date. The cost of such inserts and any additional postage  
1221 shall either be paid for by the CITY or included in the costs upon which rates are based.

1222           6.05   Review of Billings. CONTRACTOR shall review its billings to Customers to  
1223 determine (i) if the amount the CONTRACTOR is billing each Customer is correct in terms of the  
1224 level of service (i.e., frequency of Collection, size of Container, location of Container)  
1225 CONTRACTOR is providing such Customer, and (ii) that all parties receiving service are  
1226 invoiced for service. CONTRACTOR shall review Residential Customer accounts and  
1227 Commercial Customer accounts at least every other year, unless CITY directs CONTRACTOR  
1228 to do otherwise. CONTRACTOR shall submit to CITY every year, a written report of the billing  
1229 review thirty (30) days after the end of each Rate Period. The scope of the review, the  
1230 CONTRACTOR'S work plan, and the format of the report (including supporting exhibits) shall be  
1231 submitted to the CITY for approval no later than sixty (60) days prior to commencement of the  
1232 billing review process. The CITY may perform this review itself or through use of an agent.

1233           6.06   Administration of Exemptions and Special Rates.

1234                   6.06.1   Service Location Exemptions. CONTRACTOR shall allow for Persons  
1235 that have a disability that are Occupants of Single-Family Premises to receive Collection  
1236 services at a location other than Curbside. For the purposes of this Agreement, a disability shall

**EXHIBIT C**  
**Properties Subject to Special Assessment**

<b>County Parcel Number</b>	<b>Amount Due to WMAC</b>	<b>City Admin Fee</b>	<b>Total (not including Ala Co Fee)</b>
065 240700300	\$304.08	\$50.00	\$354.08
065 240903700	\$697.77	\$50.00	\$747.77
065 240904301	\$525.82	\$50.00	\$575.82
065 263301200	\$465.12	\$50.00	\$515.12
065 263901700	\$1,205.57	\$50.00	\$1,255.57
065 263902200	\$640.89	\$50.00	\$690.89
065 264401900	\$78.11	\$50.00	\$128.11
065 264803400	\$594.88	\$50.00	\$644.88
065 264901200	\$660.06	\$50.00	\$710.06
065 264904700	\$271.56	\$50.00	\$321.56
065 265201600	\$499.00	\$50.00	\$549.00
065 265303500	\$299.43	\$50.00	\$349.43
065 265701800	\$304.08	\$50.00	\$354.08
065 265702800	\$151.31	\$50.00	\$201.31
065 265901300	\$697.77	\$50.00	\$747.77
065 265904500	\$271.56	\$50.00	\$321.56
065 265904702	\$304.08	\$50.00	\$354.08
065 266001000	\$697.77	\$50.00	\$747.77
065 266201400	\$136.86	\$50.00	\$186.86
066 272200400	\$620.89	\$50.00	\$670.89
066 272502800	\$211.79	\$50.00	\$261.79
066 272702200	\$697.77	\$50.00	\$747.77
066 273101201	\$308.34	\$50.00	\$358.34
066 274801502	\$311.67	\$50.00	\$361.67
066 274903500	\$251.69	\$50.00	\$301.69
066 275201400	\$465.12	\$50.00	\$515.12
066 275302003	\$246.24	\$50.00	\$296.24
066 275503602	\$655.45	\$50.00	\$705.45
066 275701400	\$623.08	\$50.00	\$673.08
066 275701500	\$623.08	\$50.00	\$673.08
066 275805200	\$525.56	\$50.00	\$575.56
066 278800700	\$314.66	\$50.00	\$364.66
066 280102400	\$136.86	\$50.00	\$186.86
066 280103000	\$445.68	\$50.00	\$495.68

<b>County Parcel Number</b>	<b>Amount Due to WMAC</b>	<b>City Admin Fee</b>	<b>Total (not including Ala Co Fee)</b>
067 282101200	\$119.82	\$50.00	\$169.82
067 282401500	\$94.35	\$50.00	\$144.35
067 283301300	\$697.77	\$50.00	\$747.77
067 283301601	\$697.77	\$50.00	\$747.77
067 283401300	\$112.60	\$50.00	\$162.60
067 283500800	\$558.05	\$50.00	\$608.05
067 284202903	\$1,205.57	\$50.00	\$1,255.57
067 284300500	\$364.74	\$50.00	\$414.74
067 284700400	\$119.82	\$50.00	\$169.82
067 285303201	\$498.43	\$50.00	\$548.43
	<b>\$19,712.52</b>	<b>\$2,200.00</b>	<b>\$21,912.52</b>





# City of Albany

1000 San Pablo Avenue • Albany, California 94706  
(510) 528-5710 • [www.albanyca.org](http://www.albanyca.org)

## RESOLUTION NO. 2024-59

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF ALBANY,

The 1st day of July, 2024, by the following votes:

AYES: Council Members Hansen-Romero, Jordan, López, Tiedemann and

Mayor Miki

NOES: none

ABSENT: none

ABSTAINED: none

RECUSED: none

WITNESS MY HAND AND THE SEAL OF THE CITY OF ALBANY, this 2nd  
day of July, 2024.

Anne Hsu  
CITY CLERK

*Albany is committed to providing a healthy, safe, and accessible city,  
and strives to lift every voice in our community.*