

## **Beaverton Code Chapter 4.08: Solid Waste and Recycling**

*The Beaverton City Code is current through Ordinance 4713, passed June 13, 2017.*

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## I. GENERAL PROVISIONS

### **4.08.010 Short Title.**

BC 4.08.010 through 4.08.470 shall be known and may be cited as the “solid waste and recycling ordinance” and may also be referred to as “this chapter.” [BC 4.08.010, added by Ordinance No. 4203, 5/6/02; amended by Ordinance No. 4613, 4/2/13]

### **4.08.020 Purpose, Policy and Scope.**

A. It is the policy of the City of Beaverton to reduce the amount of solid waste generated and disposed per capita by undertaking aggressive waste prevention and recycling activities.

1. The City shall promote the development of environmentally sound and efficient practices regarding the collection of solid waste, recyclable material, and compostable material.
2. In order to attain these goals and protect public health and the environment, the City shall regulate collection of solid waste, recyclable material and yard debris within the city limits.

B. In carrying out this policy, the goals of this chapter are:

1. To promote sustainability throughout the collection system, by seeking to maximize efficiency, equity and economic vitality, improve worker safety and reduce environmental and human health impacts over the entire life cycle of materials.
2. To reduce the amount of solid waste generated, as measured on a per capita basis.
3. To achieve a 75 percent recovery rate from the solid waste stream by 2020 and 90 percent by 2050.
4. To ensure the safe and sanitary collection, transportation and recovery of solid waste, recyclables, and compostable materials.
5. To provide Beaverton residents and businesses with the opportunity to recycle more materials through convenient on-site, curbside and depot collection programs.
6. To establish and enforce collection standards for solid waste, recyclables and compostable materials to ensure uniform, cost effective and high quality service delivery to all customers.
7. To establish rates that are fair to the public, the franchisee and the City, encourage waste reduction, and promote safe, efficient collection.

8. To promote awareness of the waste reduction system in order to achieve the highest participation possible throughout the community.
9. To achieve reductions in toxic waste and minimize its harmful impacts and to reduce greenhouse gas emissions.
10. To reduce life cycle impacts by promoting product stewardship and producer responsibility.

#### **4.08.030 Definitions.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**“Affiliated company”** means any company that shares expenses and/or revenues with the franchisee with respect to the services under this agreement and is: (1) the parent company (corporation, partnership or limited liability company) of the franchisee; or (2) any subsidiary of such parent company; or (3) any company of which 30 percent or more of the common stock or control is owned or controlled by the franchisee or the franchisee’s shareholders. Examples of such shared costs include, but are not limited to: labor, equipment, vehicles, insurance, or administrative costs.

**“Allowable expenses”** means those expenses incurred by franchisee in the performance of this agreement that are allowed by the City as reimbursable by the ratepayer as enumerated below. Allowable expenses are allowable only to the extent that such expenses are known and measurable, calculated according to generally accepted accounting principles (GAAP) on an accrual basis and, when applicable, prorated or allocated to the franchisee’s operations within the City, do not exceed the fair market value of comparable goods or services, and are commercially reasonable and prudently incurred by the franchisee solely in the course of performing its obligations under the franchise. Allowable expenses shall include, but not be limited to, the following:

1. The costs of complying with all laws, regulations or orders applicable to the obligations of franchisees under federal, state or local law, including this chapter, as now or hereafter amended;
2. Disposal costs;
3. Labor costs, including operational and supervisory labor, payroll taxes, workers’ compensation, and benefits;
4. Vehicle and equipment expenses, including vehicle registration fees, motor fuel, oil, tires, rental charges and/or operating lease payments and repairs and maintenance;

5. Expenses of maintaining other capital assets, including rental charges and/or operating lease payments and repair and maintenance;
6. Performance bonds and insurance in at least the amounts and coverages required by the City;
7. Administrative expenses related to data processing, billing and supplies, finance and accounting, franchise administration, human resource and labor management, rate analysis, and regulatory compliance;
8. Compensation paid to officers, up to limits set by City rule, based upon total revenues managed by the officers;
9. Utilities;
10. Training and worker safety expenses;
11. Promotion and public education costs;
12. Depreciation and amortization of capital assets, including any necessary standby or backup equipment used on a regular and ongoing basis in the provision of services under this franchise over standardized economic useful lives of the various assets;
13. Outside professional fees and costs, limited to two percentage points of revenue, unless an extraordinary circumstance exists;
14. Interest expense, other than interest paid with respect to route or franchise acquisition, that is not in excess of market rates ordinarily charged for the various types of financing required for purchases or leases;
15. All surcharges, taxes or fees, other than state or federal income taxes or franchise fees that are imposed upon the franchisee or levied by federal, state or local government in connection with franchisee's provision of collection services under this franchise;
16. Direct write-off charges for bad debts; and
17. Franchise fees assessed by the City.

**“Business”** means any entity of one or more persons, corporate or otherwise, engaged in commercial, professional, charitable, political, industrial, educational, or other activity that is nonresidential in nature, including public bodies, but not business activities in residential dwellings unless they subscribe to commercial collection services from their franchised hauler.

**“Business recycling service customer”** means any person who enters into a service agreement with a waste hauler or recycler for business recycling services.

**“Commercial”** means relating to an entity that is nonresidential in nature.

**“Compensation”** includes any type of consideration paid for service, including but not limited to rent, the sale of recyclable materials, and any other direct or indirect provisions for payment of money, goods or benefits by property owners, tenants, members, franchisees, and similar persons.

It shall also include any exchange of services, including the hauling of solid waste and waste. Compensation includes the flow of consideration from the person owning or possessing the solid waste or waste to the person collecting, sorting, transporting, or disposing of the solid waste or waste.

**“Compostable material” and “compostable”** include yard debris, food scraps and food-soiled paper when source separated for controlled biological decomposition. Compostable material shall not include food-soiled paper containing plastic or other materials that inhibit controlled biological decomposition.

**“Composting”** means the managed process of controlled biological decomposition of source separated organic waste. It does not include composting of mixed solid waste. Compost is the product resulting from the composting process.

**“Container”** means a receptacle used to store solid waste or recyclable materials that is designed for on-site unloading into a closed-bodied collection vehicle in which the contents of the receptacle are mixed with the contents of other similar receptacles.

**“Customer”** means the person that enters into an agreement with a franchisee for the collection of solid waste, mixed loads of solid waste and recyclable materials, source separated recyclable materials, and/or compostables.

**“Depot”** means a facility for transferring containerized solid waste, recyclable materials or yard debris from one mode of transportation to another. The term also refers to a place for receiving source separated recyclable materials.

**“Disposal Costs”** For the purpose of this agreement, “disposal costs” shall mean the total allowable expense incurred by the franchisee for the disposal of solid waste collected under this agreement at a disposal site permitted by the appropriate government authority.

**“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. Disposal site does not include the following: a facility authorized by a permit issued under ORS 466.005 to 466.385 to store, treat or dispose of both hazardous waste and solid waste; a facility subject to permit requirements of ORS 468B.050 or 468B.053; a landfill site used by the owner or person in control of the premises to dispose of soil, rock, concrete or other similar non-decomposable 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.

**“Drop box”** means a single receptacle used to store solid waste or recyclable materials that is designed to be removed from the generator’s site on the back of an open truck for unloading at a disposal site, material recovery facility, or other storage or processing facility. The contents of the receptacle are not mixed with the contents of other similar receptacles until delivery to a disposal site.

**“Food scraps”** means all waste from meats, fish, and vegetables, which attends or results from the storage, preparation, cooking, handling, selling, or serving of food for human consumption. Food scraps include, but are not limited to, excess, spoiled or unusable food or dairy products, meats, vegetable and meat trimmings, grains, breads and dough, incidental amounts of edible oils, and organic waste from food processing.

**“Force majeure”** means acts of God, fire, landslides, lightning, storms, floods, freezing, earthquakes, epidemics, volcanic eruptions, public riots, civil disturbances, acts of the public enemy, wars, blockades, embargoes, or acts of civil or military authority, breakage, explosions or accident to machines or other materials, pipelines or materials, governmental restraint, unavailability of a disposal site, and any other event that could not with reasonable diligence be controlled or prevented by the party affected by the event.

**“Franchise”** means a contract with the City allowing the use of public rights-of-way to collect and transport solid waste.

**“Generator”** means a person who last uses a material and then makes it available for disposal or recycling.

**“Gross revenue”** for any period shall mean:

1. Gross accrual based billings by the franchisee to customers for services provided under this agreement; and

2. The allocated gain on the sale of fixed assets, the depreciation or amortization from which was an allowable expense under the terms of this chapter, and refunds, sales proceeds or other reimbursements for any other expense that was an allowable expense under this chapter; and

3. The accrual based proceeds from the sales of recycled material collected within the franchise.

**“Hazardous waste”** means solid waste or waste that may, by itself or in combination with other waste, be explosive, poisonous, caustic or toxic, or otherwise dangerous or injurious to human, plant or animal life, as defined by ORS 466.005.

**“Infectious waste”** means biological waste, cultures and stocks, pathological waste, and sharps, as defined in ORS 459.386.

**“Material recovery facility”** means a solid waste management facility that separates material for the purpose of recycling from an incoming recoverable mix of nonputrescible waste by using manual and/or mechanical methods and achieves a verifiable minimum 25 percent recovery rate. It also means a facility that primarily accepts previously separated recyclables.

**“Mayor”** means the Mayor of the City of Beaverton or the Mayor’s designee.

**“Multifamily”** means any multi-dwelling building or group of buildings that:

1. Contain(s) five or more dwelling units on a single tax lot, such as apartments, condominiums and mobile home parks; and
2. Receives services on a per lot or per building basis, as opposed to a per unit basis. Multifamily complex also includes certified or licensed residential care housing, such as group homes and adult foster care homes.

**“Operating margin”** for a period shall mean gross revenues minus allowable expenses.

**“Organic waste”** means materials that:

1. Can be biologically synthesized by plants or animals from simpler substances;
2. Are no longer suited for their intended purpose; and
3. Are readily broken down by biological processes into soil constituents. Examples include, but are not limited to, food waste, yard debris, contaminated paper, and putrescible materials that are generally a source of food for bacteria.

**“Per class,”** used in reference to the imposition of an infraction, refers to an infraction that applies to more than one customer (e.g., failure to distribute required promotional material to 2,000 customers would constitute one class infraction).

**“Per day,”** used in reference to the imposition of an infraction, refers to an infraction that may apply to one or more customers on the day the infraction occurs (e.g., an uncovered truck would generate one infraction for each day it operated without a cover).

**“Per incident,”** used in reference to the imposition of an infraction, refers to a franchisee’s failure to comply with the ordinance on an individual act, occurrence, or customer basis (e.g., failure to deliver two recycling bins to a customer within seven days).

**“Processing”** means an operation where collected source separated recyclable materials are sorted, graded, cleaned, identified or otherwise prepared for end use markets.

**“Putrescible waste”** means solid waste containing organic material that can be rapidly decomposed by microorganisms, and which may give rise to foul smelling, offensive products during such decomposition or which is capable of attracting or providing food for birds and potential disease vectors such as rodents and flies.

**“Receptacle”** means a can, cart, container, drop box, compactor or recycling bin or any other means of containment of solid waste, waste or recyclable materials.

**“Recyclable material,” “recyclable,”** or **“recyclables”** means any material that has or retains useful physical, chemical, or biological properties after serving its original purpose(s) or function(s), and is separated from solid waste by the generator or at a material recovery facility.

**“Recycling”** means any process by which waste materials are transformed into new products in such a manner that the original products may lose their identity.

**“Residence”** or **“residential”** means a single-family dwelling or any dwelling having four or fewer units on one tax lot regardless of whether it has solid waste collection in individual carts or containers.

**“Self-haul”** means the collection and transportation of solid waste from a commercial, multifamily, or residential entity by the generator, owner or occupant of the property, rather than by a third party hired to perform this function.

**“Solid waste management”** means the management of the accumulation, storage, collection, transportation, treatment, processing and final disposal or utilization of solid waste and waste, or resource recovery from solid waste, and facilities necessary or convenient to those activities. The franchisee may contract with another person to provide service of any type under the franchisee’s service franchise, but the franchisee shall remain ultimately responsible for solid waste and waste management in the franchisee’s franchised service area.

**“Solid waste”** or **“waste”** means all useless or discarded putrescible and nonputrescible materials, including but not limited to garbage, rubbish, refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge, useless or discarded commercial, industrial, demolition and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semisolid materials, dead animals and infectious waste as defined in ORS 459.386. “Solid waste” does not include:

1. Source separated, principal recyclable materials, as defined in OAR 340-090-0070 and any others designated by the City, which have been purchased or exchanged for fair market value, unless the City declares a site of uncollected principal recyclable materials to be public nuisance;
2. Hazardous waste as defined in ORS 466.005;
3. 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.

**“Source separated materials”** means recyclable materials that have been separated by type of recyclable material and removed from the solid waste stream by the person who last used the recyclable materials.

**“Unallowable expenses”** shall include the following:

1. All charitable and political contributions;
2. Fines and penalties, including without limitation judgments incurred by a franchisee for violation of applicable laws;
3. Payments for services provided by individuals related by blood or marriage or by affiliated companies to a franchisee to the extent that such payments exceed the reasonable cost that would be charged by an independent third party to provide the substantially equivalent service;
4. Accruals for future unknown regulatory changes;

5. Costs associated with purchase of other companies including, but not limited to, employee stock ownership plan payments, goodwill, amortization of goodwill and premiums on key person life insurance policies;
6. Principal or interest payments on the acquisition of solid waste, recyclable materials and yard debris collection routes; the purchase of equipment and/or facilities to the extent that the price includes goodwill or a premium in excess of fair market value at the time of acquisition;
7. State and federal income taxes;
8. Fees paid to a franchisee's board of directors;
9. Advertising expenses beyond basic collection and recycling promotion and education, and minimal telephone listings under "Garbage Collection" or "Recycling Collection." Display advertisements and entertainment expenses are specifically excluded;
10. Attorney's fees and related expenses resulting from:
  - a. Any judicial proceeding in which the City and a franchisee are adverse parties, unless the franchisee is the prevailing party,
  - b. Any judicial proceeding in which a franchisee is ruled to be liable due to willful misconduct or gross negligence or in violation of law or regulation;
11. Any other expenses defined as unallowable and approved by the council.

**"Yard debris"** means grass clippings, leaves, tree and shrub prunings of no greater than four inches in diameter, or similar yard and garden vegetation. Yard debris does not include such items as: dirt, sod, stumps, logs, tree and shrub prunings greater than four inches in diameter, rocks, plastic, animal waste or manure, cat litter, potting soil, prepared food wastes or nonputrescible material.

#### **4.08.100 Nonexclusive Franchise.**

- A. No person shall do business in the collection and transport of solid waste generated within the City without a current, valid City franchise.
- B. A franchise to provide collection service for solid waste, recyclable and compostable materials in a service area of the City shall be granted only after a determination of need for the service.
- C. The determination of need is the responsibility of the City Council, which will seek the best balance of the following objectives:

1. To ensure safe, efficient, economical and comprehensive solid waste service;
2. To avoid duplication of service that will cause inefficiency, excessive use of fuel, increased traffic, and greater wear on streets;
3. To provide service in areas of marginal return;
4. To promote and encourage recycling and resource recovery;
5. To improve the likelihood of the franchise holder making a reasonable profit, thereby encouraging investment in modern equipment;
6. To cooperate with other governmental bodies by recognizing their service arrangements; and
7. To otherwise provide for the service in a manner appropriate to the public interest.

D. In granting a franchise renewal or a new franchise due to an annexation, termination, or revocation of a franchise, the Council shall, in addition to the above, consider the following factors in selecting a new or replacement franchisee:

1. The candidate's prior service record in the same or a related industry, and its professional relationships with other corporate entities and local, regional and/or state jurisdictions;
2. The candidate's financial ability to perform the obligations of a franchise holder;
3. The candidate's equipment and personnel available to meet current and future needs of a franchise holder;
4. The candidate's ability to provide all services to customers within the geographic boundaries of the designated franchise area, including every residential, multifamily and commercial customer;
5. The candidate's exercise of the burden of proof, demonstrating a proposed franchise area is being or has been underserved by the existing or previous franchise holder; and
6. The candidate's good moral character as is relevant to a franchised provider's customer relations, namely any unpaid judgments against the applicant (whether doing business under the same or another name) and any judgments for civil fraud or for a crime of dishonesty.

E. Franchises granted by the City shall be nonexclusive.

1. However, it is understood that during the term of franchises granted under this chapter, the City shall not grant any other person a franchise for solid waste management, unless there is a showing by the applicant of the need for such additional service in the proposed service area.

2. As to such application(s), the Council may consider whether a current franchisee is capable of providing the additional service.

F. In evaluating whether a need exists for additional service, the City Council may consider, among any other criteria it deems relevant, the following items:

1. An increase in the population of the City;

2. An extension of the boundaries of the City;

3. Intensive residential, commercial or industrial development within the boundaries of the City;

4. Changes in solid waste technology and/or recycling collection technology that could substantially improve collection service or reduce collection costs to residents of the City;

5. The effect that an additional franchise would have on each existing franchisee's ability to meet the City's service standards and maintain a fair return on its investment;

6. The number of existing collection franchisees or drop box service franchisees, as applicable, providing service in the area of the City in which the applicant wishes to provide service; and

7. Changes in federal or state laws, rules or regulations that substantially affect solid waste or recycling collection requirements.

G. A franchise is not required of the following:

1. Any person self-hauling solid waste, recyclables or compostable materials. A generator may self-haul his or her own material, and a generator's contractor may haul materials that are generated as a direct result of the service provider's activity. For example, landscapers, roofers, and remodelers may self-haul materials, but may not contract with third parties other than franchisees for collection and transport.

2. Any person that collects, handles, processes, transports or markets source separated recyclable material where (a) the generator is being paid for the recyclable material, or (b) the net cost to the generator for having the recyclable material removed is zero (\$0) for all activities related to each

transaction, including but not limited to collection, handling, processing, transporting, marketing, storing and rental of container.

#### **4.08.110 Term of Franchise.**

A. A franchise to provide collection service for solid waste, recyclables and compostable materials in a portion of the City shall be granted for a period of 10 years.

B. At least every three years, the Mayor shall report to the Council a comprehensive review of the rates, customer service, franchise performance based on criteria described in BC 4.08.100, and overall state of the franchise system to determine if the system is achieving waste reduction, increased recycling, cost effective collection services and providing a high level of service to residents and businesses.

1. The Council may extend the franchise term by up to three years, thereby returning the remainder of the franchise term to 10 years.

2. The Council has the authority to not extend a franchise for any reason. If the Council decides not to extend a franchise, it shall, prior to the expiration of the franchise, consider applications for a franchise to serve the affected area from any interested person and award a franchise for that area based on a determination of which applicant best meets the criteria stated in BC 4.08.100.

3. At the time of issuance of an extension of a franchise, the City may impose or modify conditions subject to the notification and hearing process set forth in BC 4.08.120.

4. Prior to the issuance, extension, or review of a franchise, the Council shall provide notice and opportunity for public comment as provided by BC 4.08.120.

5. If the Council determines not to extend a franchise term, then the franchisee shall continue to provide service during the years that are remaining in its franchise term. At all times the franchisee remains subject to the BC.

C. Nothing in this section restricts the Council from suspending, modifying or revoking the franchise for cause pursuant to BC 4.08.430.

1. A franchisee who desires to terminate its rights and obligations under a franchise shall give not less than 90 days' notice of its intent.

2. Upon receipt of such notice, the Council shall initiate proceedings to consider applications by any other person for a franchise to serve the same area.

#### **4.08.120 Notice of Franchise Review or Request for Franchise Applications.**

A. Prior to a periodic franchise review, or the end of a franchise term, notice that the City intends to review the performance of franchisees or solicit applications for solid waste franchises shall be published in a newspaper of general circulation within the City.

B. Notice shall also be sent to all holders of Beaverton solid waste franchises.

C. The Mayor may keep a list of interested persons who will also be provided notice.

D. The Mayor shall establish forms and deadlines.

#### **4.08.130 Description of Franchise Areas.**

A City solid waste franchise service area shall include single-unit residential customers and any multifamily residential, commercial and industrial customers within that service area. The service areas shall be determined by Council resolution.

The franchise areas and the franchisees serving such areas shall be indicated on a map entitled "Solid Waste Franchise Service Areas of the City of Beaverton" (the "map"). A copy of the map shall be dated with the effective date of the Council resolution and maintained in the Office of the Mayor. Amendments to the map may be made by Council resolution, and copies of amendments shall be kept on file by the City Recorder.

#### **4.08.140 Transfer of Franchise.**

A. An assignment or transfer of a franchise shall include, but not be limited to:

1. A sale, exchange or other transfer of 50 percent or more of a franchisee's assets dedicated to service in the City;
2. A sale, exchange, or other transfer of 50 percent or more of the outstanding common stock of a franchisee;
3. Any reorganization, consolidation, merger, recapitalization, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which the franchisee or any of its shareholders is a party that results in a change of ownership or control of 50 percent or more of the value or voting rights in the stock of the franchisee; and
4. Any combination of the foregoing that has the effect of a transfer or change of ownership and control.

B. The franchisee shall provide no less than 60 days' advance written notice to the City of any proposed transfer or assignment.

1. Except as specifically authorized by the City, the franchisee shall not assign any of its rights or delegate or otherwise transfer any of its obligations to any other person without the prior consent of the City Council.

2. Any such assignment without the consent of City Council shall be void and any such attempted assignment shall constitute default and grounds for termination of the franchise.

C. If a franchisee requests the City's consent to transfer the franchise, the City shall act on such request within 60 days of the receipt of the franchisee's written request together with all information, as set forth below, required for the City's action on the request.

D. The City shall not unreasonably refuse to consent to an assignment of the franchise to a proposed assignee that has sufficient knowledge, experience, and financial resources so as to be able to meet, to the satisfaction of the City Council, in its sole discretion, all obligations of the franchisee hereunder.

E. An application to the City to consider a sale or other transfer of a franchise shall include the following:

1. A nonrefundable application fee of \$2,000 payable at the time of application to the City in advance to defray the City's anticipated expenses and costs resulting from the franchisee's request;

2. Financial statements audited or reviewed by a certified public accountant of the proposed assignee's operations for the three immediately preceding operating years together with any additional evidence of financial ability to perform its franchise obligations; and

3. A showing that the proposed assignee meets all City criteria for the grant of a franchise as are set out in BC 4.08.100.

#### **4.08.200 Responsibility of City.**

Franchisees are subject to the exercise of the police power of the City and to such regulations as the City may provide by resolution, ordinance, rule or regulation.

#### **4.08.205 Rulemaking Authority for Administration and Enforcement.**

The Mayor may promulgate such rules and regulations to promote recycling and proper disposal of solid waste as are necessary for the administration and enforcement of this chapter, including but not limited to additional definitions, fee collection requirements, service standards, franchisee responsibilities, customer responsibilities, forms and procedures to implement the provisions of this chapter, and a process for notice and comment regarding such rules and regulations prior to their adoption.

**4.08.210 Enforcement of Standards – Customers.**

A. A violation of a provision of this chapter or of a rule duly promulgated under authority of this chapter by a franchise customer shall constitute a Class I Civil Infraction and shall be processed according to the procedure set forth in BC 2.10.010 through 2.10.050.

B. Each violation of this chapter or of a rule duly promulgated under authority of this chapter relating to the responsibilities of a franchise customer shall constitute a separate civil infraction. Each day that a violation of a provision of this chapter or of a rule promulgated under authority of this chapter is committed or is permitted to continue shall constitute a separate civil infraction.

C. Any penalty imposed pursuant to this chapter or a rule duly promulgated under authority of this chapter is in addition to, and not in lieu of, any other civil, criminal or administrative penalty or sanction otherwise authorized by law.

**4.08.215 Enforcement of Standards – Franchisees.**

A. A violation by a franchisee of a provision of this chapter or of a rule duly promulgated under authority of this chapter shall constitute an infraction and shall be processed according to the procedure set forth in this chapter.

B. Infractions under this chapter and under any rules duly promulgated under authority of this chapter are classified by an Enforcement Code consisting of two letters.

1. The first letter identifies the severity of the infraction (“A” being the most severe, “B” being the second most severe, “C” being the third most severe and “D” being the least severe).

2. The second letter identifies whether the infraction is measured “per day” (referred to as D), “per class” (referred to as C), or “per incident” (referred to as I).

C. Violation of this chapter or of a rule duly promulgated under authority of this chapter by a franchisee is punishable as provided in BC 4.08.420.

D. Any penalty imposed pursuant to this chapter or a rule duly promulgated under authority of this chapter is in addition to, and not in lieu of, any other civil, criminal or administrative penalty or sanction otherwise authorized by law.

E. Upon recommendation of the Mayor, the Council may declare a franchisee who fails to abide by the rules to be in default.

**4.08.220 Uniform Rate Setting.**

A. The City Council may review and set rates on an annual basis by Council resolution that considers the following goals:

1. Rates shall be established to the greatest extent practicable on a cost of service basis.

2. Rates shall be adequate to provide an operating margin equal to nine percent of franchise-wide gross revenues.

a. However, the City shall not be required to change rates if the expected operating margin in the current year falls between seven and 11 percent of gross revenues.

b. The nine percent target return on gross revenues is considered sufficient to reflect the level of business risk assumed by the franchisee, to allow investment in equipment, and to ensure quality collection service.

B. Accordingly, the City shall have the authority to commission audits, reviews, or analysis of franchisee annual reports to validate hauler submissions.

C. The expected operating margin in a future year would incorporate expected inflation factors, and the effect of known or expected increases or decreases in expenses or revenues.

1. The rates charged by franchisees shall conform to the most current Council resolution.

2. Prior to implementation, the Mayor must approve any interim rate for services not included in the current resolution.

3. If the franchisees for the majority of the franchise areas within the City notify the Mayor in writing that they believe a material change outside the franchisees' control has occurred, and the change will have an adverse effect on operating margins such that current year operating margins will be less than seven percent, a material change will be deemed to have occurred.

a. At that time, the City may undertake any type of review it finds necessary to validate the existence of the material change and estimate its effect on the operating margin.

b. If the results of the review are such that no rate adjustment is warranted, persons requesting the review shall reimburse the City for reasonable costs incurred during the investigation at the time the next payment of franchise fees is due.

c. If the City believes that a material change has occurred that will result in current year operating margins falling under seven percent or over 11 percent, the City may undertake an abbreviated rate review at its own expense.

4. A change in tipping fee will be evaluated by the Mayor to determine its effect upon rates and services.

**4.08.230 Imposition of Franchise Fees.**

A. For the privilege of using the City's streets and other facilities and for the purpose of defraying the City's regulatory expenses, each franchisee shall pay a franchise fee to the City at a rate established by resolution of the City Council.

1. The franchise fee shall be computed and collected on a calendar quarterly basis.
2. The fee shall be paid by the franchisee not later than the last day of the month immediately following the end of the quarter.
3. A franchise fee payment shall become delinquent if not paid by the last day of the month immediately following the end of the quarter.
4. A simple interest charge of 18 percent shall be charged against the entire delinquent balance until the balance is paid.

B. At the time of payment of the quarterly fee, each franchisee shall file with the Mayor a verified statement of quarterly cash receipts for the period covered by the tendered fee.

1. Such statements shall be public records.
2. Each franchisee shall maintain books and records disclosing the cash receipts derived from business conducted within the City, which shall be open at reasonable times for audit by the Mayor.
3. The City may require a uniform system of bookkeeping and record keeping to be used by all franchisees.
4. Material misrepresentation of cash receipts by a franchisee constitutes cause for revocation of the franchise.

C. The franchise fee imposed by this section is in addition to and not in lieu of any other fee, charge, or tax imposed by the City.

D. The obligation to pay franchise fees on cash receipts generated from services performed under a City franchise shall survive termination of the franchise no matter how terminated.

E. The City Council by resolution may change the amount and computation of franchise fees from time to time.

F. The Council by resolution may reallocate the franchise fee percentages for different customer groups, such as residential or commercial, if such a

reallocation mitigates a cost of service disparity that is not fully corrected through the rate setting process.

1. In order to do so, the Mayor must be able to demonstrate that overall equity among the franchisees is improved.
2. Such a reallocation may not materially reduce the amount of total franchise fee revenue obtained by the City.

#### **4.08.240 Clean and Efficient Fleet.**

The Mayor is authorized to adopt requirements leading to a clean and efficient collection fleet to protect public health and the environment. This can include requiring the use of a blend of biodiesel fuel in any collection vehicle with a diesel engine and requiring regular replacement of all collection vehicles used by franchisees within the City.

A. For purposes of this section, "collection vehicles" are vehicles used by franchisees for residential or commercial collection of solid waste, recycling or compostable materials for at least 50 percent of their hours or miles. "Collection vehicles" do not include backup vehicles used less than 20 percent of full-time vehicles' hours or miles.

B. Fleet Replacement.

1. By December 31, 2017, all collection vehicles shall have engines that are 12 years old or newer.
2. Diesel Particulate Filter Retrofits. Collection vehicles that have been retrofitted with a diesel particulate filter through a Metro grant-funded program will be considered to have 2007 model year engines and will not be required to be replaced until December 31, 2019.
3. Franchisees shall prepare and annually update a clean and efficient fleet replacement plan (plan), approved by the Mayor, that complies with the following deadlines:
  - a. The plan shall provide for the replacement of all collection vehicles with engines older than the 2005 model year by December 31, 2017.
  - b. The plan shall provide for the replacement of no more than five vehicles between January 1, 2017, and December 31, 2017.

## **II. REPORTING RESPONSIBILITIES**

#### **4.08.310 Periodic Informational Reports.**

Each franchisee shall respond to periodic requests for information from the Mayor about quantities of materials collected, locations where materials are

delivered, customer account addresses, customer service inquiries and/or other information relevant to franchise oversight.

**4.08.320 Quarterly Franchise Fee Report.**

A. Each franchisee shall complete and remit to the City a quarterly franchise fee report not later than the last day of the month immediately following the end of the quarter.

B. At the time of payment of the quarterly franchise fees, the franchisee shall file with the Mayor a sworn and verified statement of quarterly gross revenues for the period covered by the tendered fee.

1. Such statements shall be public records.
2. Each franchisee shall maintain books and records disclosing the gross receipts derived from business conducted within the City, which shall be open at reasonable times for audit by the Mayor.
3. The City may require a uniform system of bookkeeping and record keeping to be used by all franchisees. (D/D)
4. Misrepresentation of cash receipts shall be deemed:
  - a. Material and a breach of the franchise contract; and
  - b. Cause to initiate the process to terminate the franchise.

**4.08.330 Annual Franchise Reports.**

A. An annual financial/operational report in a format approved by the Mayor that identifies revenues, expenses, and selected program data for the previous calendar year, specifically associated with or allocated to the City, is due on or before March 15th of each year. (D/D)

B. Specifically, franchisees shall report revenues and expenses (allowable and unallowable), in an income statement format, and provide a variety of information about customer counts, service levels, disposal volumes, and recycling activities.

1. While direct charge of allowable expenses is preferred, it is understood that many franchisees provide service in areas outside the City.
2. Consequently, allocations to franchise operations within the City are necessary for most allowable expenses.

C. In addition to the results of operations within the City, franchisees shall report totals for all operations, both within and outside the City, that share significant operational, management, and administrative expenses with the Beaverton franchise.

1. Resources allocated from regional or corporate offices or affiliates shall be distributed to appropriate expense line items, and shall also be disclosed in a schedule describing total allocations and their distribution to individual expense line items.

2. All allocations from affiliated companies must be described and must be equal to or less than the fair market value of similar goods and services purchased from a nonaffiliated company.

D. The report will also include a synopsis of the operating year, a description of the measures each franchisee has taken in the preceding year to make its operation more efficient, a listing of the efficiency measures that each franchisee proposes to take in the next year, a composite table showing the type and number of customer service complaints, a description of the measures that the franchisee has taken or is planning to take to correct the cause of commonly reported complaints, and such other information as requested by the Mayor.

1. All report information shall be presented on a calendar year basis.

2. The report shall contain detailed information on education and promotion activities, and other information as required by the Mayor. (D/D)

E. Franchisees may identify information submitted to the City in the annual report as confidential.

1. The City shall treat any information marked "Confidential" as such, and shall not subject the confidential information to public disclosure except as required by law.

2. If the City receives a request for disclosure of confidential information, the Mayor shall notify the franchisee within a reasonable time after receiving the request so as to allow the franchisee a reasonable opportunity to defend against the requested disclosure through appropriate legal process.

#### **4.08.340 Subcontracting Services.**

A. A franchisee may contract with another person to provide service within the franchisee's service area with the written approval of the Mayor; provided, that:

1. The subcontract does not amount to a transfer of the collection franchise; and

2. The subcontracting party agrees to:

a. Abide by the conditions of this chapter; and

b. In written application to the City, show how they will meet the criteria applying to the current franchise.

B. A franchisee may subcontract all drop box and medical/infectious waste collection, but may not otherwise subcontract more than 25 percent of the remaining franchised services, except during an emergency, with the approval of the Mayor, for a period of not more than 60 days. (A/I)

**4.08.350 Access for Inspections and Delivery of Notices.**

A. Franchisees shall make all company premises, facilities and records related to their solid waste, recyclable materials and yard debris collection services (including, but not limited to: offices, storage areas, financial records, nonfinancial records, records pertaining to the origin of any solid waste collected by the franchisee, receipts for sale or delivery of collected recyclable materials, customer lists, and all vehicle maintenance and safety records required under ODOT motor carrier requirements and regulations and ORS 767) available for inspection by the Mayor within 24 hours of notice by registered mail.

1. Such inspections are only for purposes of enforcing this chapter, and are restricted to normal business hours.

2. During normal business hours, the franchisee shall make all company premises and facilities accessible to City employees for delivery of any written notices. (A/I)

B. 1. Collection vehicles must be accessible for inspection during the normal operating hours for collection, in addition to normal business hours.

2. Where receptacles are stored in the public right-of-way or when the City is inspecting a situation where the franchisee is allegedly commingling recyclable materials or yard debris with solid waste, the need for 24 hours' notice does not apply to inspection of receptacles or vehicles. (A/I)

**4.08.360 Indemnification, Bond and Insurance.**

A. Indemnification.

1. A franchisee shall pay, save harmless and indemnify the City from any loss, damage, penalty or claim against the City on account of, or in connection with, any activity of the franchisee in the operation of the franchisee's solid waste collection business, including activity by any contract hauler under BC 4.08.055(D).

2. If such suit shall be filed against the City, either independently or jointly with the franchisee or its contract hauler to recover for any claim or

damages, the franchisee, upon notice to it by the City, shall defend the City against the action.

3. In the event of a final judgment being obtained against the City, either independently or jointly with the franchisee or its contract hauler, the franchisee will pay said judgment and all costs and hold the City harmless therefrom. (A/I)

#### B. Bond.

1. Each collection franchisee and drop box franchisee shall furnish a performance bond, in a form approved by the City Attorney, by an acceptable surety company in the amount of \$25,000, but may, in lieu of a bond, furnish an irrevocable letter of credit or assign a savings account or deposit in any federally insured financial institution in the amount of \$25,000 on a form approved by the City Attorney.

2. The security shall guarantee faithful performance of all the obligations contained herein, with the premium for such bond or cost of such assignment to be paid by the collection franchisee or drop box franchisee furnishing the bond or letter of credit, or making the assignment. (A/I)

#### C. Insurance.

1. A franchisee shall maintain commercial general liability insurance on an occurrence basis, which will cover the franchisee's business operation, including each vehicle it operates, in such forms and with such companies as shall be approved by the City Attorney.

2. The insurance coverage shall include not less than \$100,000 for one person, nor less than \$300,000 for bodily injury due to each occurrence, and not less than \$100,000 for damage to property due to each occurrence, and coverage of at least \$1,000,000 in the aggregate per occurrence.

3. All such insurance coverage shall provide a 30-day notice to the Mayor in the event of material alteration or cancellation of any coverage afforded in the policies prior to the date the material alteration or cancellation shall become effective.

4. Copies of all policies required hereunder shall be furnished to and filed with the Mayor prior to the commencement of operations or the expiration of prior policies, as the case may be.

5. The franchisee shall furnish proof annually to the Mayor that the insurance remains in effect. (A/I)

D. Good Faith and Liability of Franchisee. The provisions of this section, any bonds accepted by the City pursuant thereto, and any damage recovered by the City hereunder shall not be construed to excuse unfaithful performance by the franchisee or limit the liability of the franchisee under this chapter or the franchisee for damages, either to the full amount of the bond or otherwise.

**III. ENFORCEMENT ACTIONS, SUSPENSION OR TERMINATION OF FRANCHISE**

**4.08.410 Initiation of Enforcement Actions.**

In addition to enforcement under State law, the City may prosecute any infraction as defined in this chapter or the rules issued hereunder, based on any information coming to the City, in Beaverton Municipal Court. The burden of proof is on the City to prove an infraction by a preponderance of the evidence.

**4.08.420 Penalties for Infractions.**

A. Each franchise provision, including rules adopted hereunder, is assigned an enforcement code consisting of two letters, such as (A/I).

1. The first letter represents the severity of the infraction (A being the most severe), and the second identifies the incident definition.
2. Incident definitions indicate whether the infraction is measured “per day,” referred to as D, “per class,” referred to as C, or “per incident,” referred to as I.

B. The severity of the infraction is described in the following table:

<b>Category</b>	<b>First Infraction</b>	<b>Second Infraction</b>	<b>Third and Subsequent Infractions</b>
A	\$500	\$1,000	\$1,500
B	\$400	\$800	\$1,200
C	\$300	\$600	\$900
D	\$200	\$400	\$600
E	Warning	Warning	Treat as D

C. 1. In addition to monetary penalties and upon recommendation by the Mayor, the City Council may terminate for default a franchise held by a person who is assessed more than \$2,000 in penalties per 1,000 customers in any 365-day period.

2. In the event a franchise is sold, the infraction record of the previous owner will remain with the new owner, if the previous owner maintains any ownership or control of the new owner of the franchise.

D. Penalties not paid within the allotted time are subject to interest charges at the statutory rate of interest.

**4.08.430 Termination of Franchise for Default.**

A. 1. In addition to default for accrued penalties, upon recommendation by the Mayor, the City Council may terminate a franchise for the franchise holder's default in performing any material term or condition of the franchise.

2. An event of default also shall include, but not be limited to, entry of a judgment against the franchise holder for material misrepresentation or deceit committed against the City or a customer, or entry of a judgment of conviction (including conviction on a plea of no contest) against the franchise holder or any principal of same for a crime involving dishonesty.

B. 1. Notice to a franchisee of default shall be delivered to the franchisee by certified mail requiring the franchisee to show cause in a public hearing before the City Council at a place and time to be stated in the notice, but no earlier than 14 days from the date the notice is mailed, why the franchise should not be terminated.

2. At the hearing the franchisee shall demonstrate the measures it has taken or commenced to cure the default.

**4.08.440 Service Interruption.**

A. Except for the right to refuse service for nonpayment as set forth in this chapter, franchisees shall not interrupt service unless:

1. Access roads, streets and highways necessary for collection operations are unusable or unsafe, and there are no alternative routes. Franchisees shall resume service within 24 hours after access is restored.

2. A force majeure event occurs.

B. Upon the occurrence of a force majeure event that prevents or impairs a franchisee's ability to perform any of its franchise obligations, the franchisee shall:

1. Provide immediate notice, either verbal or written, to the Mayor of the nature of the event, and the extent and anticipated duration of franchisee's inability to perform any obligation under this agreement. If verbal notice is given, then written notice must be delivered to the City within 24 hours of verbal notice;

2. Commence immediately to develop, in communication and cooperation with the City, an interim plan for the restoration of full performance; and

3. Take all such other reasonable actions requested by the City to assist the City in protecting the public health and safety, and to restore service as soon as practicable.

C. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick out, picketing, or other concerted job action conducted by franchisee employees or directed at the franchisee is not an event of force majeure, and the franchisee shall be obligated to continue to provide service, notwithstanding the occurrence of any or all of such events.

**4.08.450 City's Right to Perform Service.**

A. 1. In the event that a franchisee, for any reason whatsoever, fails, refuses or is unable to collect or transport any or all solid waste for a period of more than 48 hours, and if, as a result thereof, solid waste or recyclable materials should accumulate in the City to such an extent that the City finds that such accumulation endangers the public health, safety or welfare, then the City shall have the right, but not the obligation, upon 24 hours' prior written notice to the franchisee, to perform or cause to be performed collection services with its own or other personnel at the franchisee's expense.

2. This right shall be in addition to and not in lieu of any other remedy available to the City.

B. If necessary and until such time as the emergency is resolved, the City may take temporary possession of, and a franchisee shall peacefully surrender, any or all the franchisee's land, equipment, and other property used or useful in the collection of solid waste or recyclable materials.

**4.08.460 Dispute Resolution with Customers.**

A. 1. Upon receipt of any notice of dispute from a customer about any bill, charge, or service, the franchisee shall thoroughly investigate the matter and promptly report the results of its investigation to the customer.

2. A franchisee shall not refuse service to any customer during a time of dispute.

B. If the franchisee is not able to resolve a dispute with the customer, the customer may contact the Mayor.

1. The Mayor or delegate will act as an informal arbitrator in an attempt to resolve the matter.

2. The Mayor may formally resolve a dispute of \$500.00 or on the basis of evidence presented by the franchisee and the customer.

C. For matters in excess of \$500.00, the parties may mutually agree to abide by the City's recommended resolution, or pursue the matter in any court with jurisdiction.

**4.08.470 Dispute Resolution with City.**

A. 1. During all disputes arising under this franchise, the City and franchisee shall continue performance of their respective obligations under this franchise, unless and until the franchisee is terminated for default.

2. In which case, the franchisee's obligation to pay a franchise fee based on cash receipts generated from services provided under the franchise during said dispute shall survive such termination.

B. In addition to and without waiving any rights and remedies under civil or common law, in the event of a dispute under this franchise, the parties may mutually agree to arbitration.

1. Within 15 days after agreement to arbitration has been reached, each party shall submit the name of its own arbitrator, selected from a panel of persons qualified with the Arbitration Service of Portland, Inc., or the American Arbitration Association, whichever organization is specified in the written notice of request for arbitration.

2. The two arbitrators shall select a third arbitrator from such panel within 15 days, or in case of a disagreement concerning the appointment of the third arbitrator, the third arbitrator shall be appointed from such panel by the presiding judge for the Circuit Court of the State of Oregon for Washington County.

3. During such time that the arbitrators are being selected or appointed, the parties shall continue to negotiate in good faith to resolve their dispute in a cooperative manner.

4. Arbitration shall be conducted in the City in accordance with the then effective rules of the arbitration service/association.

5. The decision of the arbitrators in the matter shall be final and binding on the parties, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

**IV. BUSINESS RECYCLING REQUIREMENT**

**4.08.505 Short Title.**

This article shall be known and may be cited as the "business recycling requirement ordinance."

**4.08.510 Purpose.**

The purpose of this article is to comply with the business recycling requirement set forth in Metro Code Chapter 5.10. A significant increase in business recycling will assist the Metro region in achieving waste reduction goals, conserving natural resources, and reducing greenhouse gas emissions.

**4.08.520 Applicability.**

This article applies to all businesses and business recycling service customers except for sites located in a residence.

**4.08.530 Business Recycling Requirement.**

A. Businesses shall source separate all recyclable paper, cardboard, glass and plastic bottles and jars, and metal cans for reuse or recycling.

B. Businesses and business recycling service customers shall ensure the provision of recycling containers for internal maintenance or work areas where recyclable materials may be collected, stored, or both.

C. Businesses and business recycling service customers shall post accurate signs that:

1. Describe the location where recyclable materials are collected, stored, or both;
2. Identify the materials that the business must source separate for reuse or recycling; and
3. Provide recycling instructions.

**4.08.540 Compliance with Business Recycling Requirement.**

A. A business or business recycling service customer that does not comply with the business recycling requirement may receive a written notice of noncompliance. The notice of noncompliance shall describe the violation, provide the business or business recycling service customer an opportunity to cure the violation within the time specified in the notice, and offer assistance with compliance.

B. A business or business recycling service customer that does not cure a violation within the time specified in the notice of noncompliance may receive a written citation. The citation shall provide an additional opportunity to cure the violation within the time specified in the citation and shall notify the business or business recycling service customer that it may be subject to a fine.

C. A business or business recycling service customer that does not cure a violation within the time specified in the citation may be subject to a fine.

D. A violation of a provision of this article or of a rule duly promulgated under authority of this article by a business or business recycling service customer shall constitute a Class 1 Civil Infraction and shall be processed according to the procedure set forth in BC 2.10.010 through 2.10.050.

E. Each violation of this article or of a rule duly promulgated under authority of this article relating to business recycling requirements shall constitute a separate civil infraction. Each day that a violation of a provision of this article or of a rule promulgated under authority of this article is committed or is permitted to continue shall constitute a separate civil infraction.

F. Any penalty imposed pursuant to this article or a rule duly promulgated under authority of this article is in addition to, and not in lieu of, any other civil, criminal or administrative penalty or sanction otherwise authorized by law.

City of Beaverton  
**Solid Waste and Recycling Administrative Rules**  
 January 17, 2018

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**A. SCOPE OF RULES.** The administrative rules contained within this document are intended to articulate the standards and expectations for Solid Waste, Recyclable and Compostable Material collection as authorized in Beaverton City Code Chapter 4.08.

**B. DEFINITIONS.**

1. **Automated Collection System** – A type of refuse or Recycling collection system that uses roll carts and mechanically assisted collection equipment mounted on a truck such that the driver can operate the equipment from the cab of the vehicle to grasp, lift, empty and replace the roll cart at curb or road side.
2. **Bulky Waste** – Large items of Solid Waste, such as appliances, furniture, large auto parts, trees, branches greater than four inches in diameter and 36 inches in length, stumps and other oversized wastes whose large size precludes or complicates their handling by normal collection, Processing or disposal methods.
3. **Business** – Any entity of one or more persons, corporate or otherwise, engaged in Commercial, professional, charitable, political, industrial, educational, or other activity, including public bodies, but not including business activities in Residential dwellings unless they subscribe to Commercial collection services from their Franchised hauler.
4. **City** – City of Beaverton’s Solid Waste and Recycling Program.
5. **Commercial** – Of or relating to a business.
6. **Compactor** – Any self-contained, power driven, mechanical equipment designed for the containment and compaction of Solid Waste, Recyclable or Compostable Materials.
7. **Compostable Material and Compostables** – Includes Yard Debris and Food Scraps when source separated for controlled biological decomposition. Compostable Material shall not include plastic or other materials that inhibit controlled biological decomposition.
8. **Composting** – The managed process of controlled biological decomposition of source separated Organic Waste. It does not include Composting of mixed Solid Waste. Compost is the product resulting from the Composting process.
9. **Container** – A Receptacle used to store Solid Waste, Recyclable or Compostable Materials that is designed for on-site unloading into a closed bodied collection vehicle in which the contents of the Receptacle are mixed with the contents of other similar Receptacles.
10. **Curbside/Roadside** – A location within three feet of public right-of-way. For Residences on “flag lots,” private roads or driveways, Curbside/Roadside shall be the point where the private road or driveway intersects a city road, public access road, state road or federal road.
11. **Customer** – The person that enters into an agreement with a Franchisee for the collection of Solid Waste, Source Separated Recyclable Materials, and/or Compostable Materials.

12. **Disposal Site** – Land and facilities used for the disposal, handling or transfer of, or energy recovery, material recovery and Recycling 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, energy recovery facilities, incinerators for Solid Waste delivered by the public or by a collection service, Composting plants and land and facilities previously used for Solid Waste disposal at a land disposal Site. disposal Site does not include the following: a facility authorized by a permit issued under ORS 466.005 to 466.385 to store, treat or dispose of both Hazardous Waste and Solid Waste; a facility subject to permit requirements of ORS 468B.050 or 468B.053; a site used by the owner or person in control of the premises to dispose of soil, rock, concrete or other similar non-decomposable material, unless the site is used by the public either directly or through a collection service; or a site operated by a dismantler issued a certificate under ORS 822.110.
13. **Drop Box** – A single Receptacle used to collect Solid Waste or Recyclable Material that is designed to be removed from the Generator’s site by truck for unloading at a disposal Site, Material Recovery Facility, or Processing facility. The contents of the Receptacle are not mixed with the contents of other similar Receptacles until delivery to a disposal Site.
14. **Food Scraps** – Includes all food, like but not limited to, excess, spoiled or unusable food, meat, bones, dairy, fruits, vegetables, grains, eggshells, incidental amounts of edible oils. Food Scraps does not include liquids or large amounts of grease or oil.
15. **Food Scraps Generating Business** – Businesses and institutions whose waste is composed of a large amount of Food Scraps. It includes but is not limited to restaurants, grocery stores or food markets, hotels with catering operations, institutions with cafeterias, caterers, central kitchens or commissaries, bakeries, produce wholesalers and food processors. It does not include Businesses that produce only incidental amounts of food waste in the course of doing business, such as employee lunches.
16. **Food Soiled Paper** – Includes, but is not limited to, tea bags, coffee filters, uncoated paper plates and bowls, pizza boxes, napkins and paper towels. Food Soiled Paper does not include plastic-coated paper products or other materials that will inhibit controlled biological decomposition.
17. **Franchise** – A contract with the City allowing the use of public rights-of-way to collect and transport Solid Waste.
18. **Franchise Territory** – An area within the boundaries of the City of Beaverton in which only a Franchisee may collect Solid Waste from Residential, Multifamily and Commercial Customers.
19. **Franchisee** – A Business that has been awarded a Franchise by the Beaverton City Council for the collection of Residential, Multifamily and Commercial Solid Waste within the boundaries of the City of Beaverton. Franchisee includes any employees or other persons authorized to act on behalf of the Franchisee. A Franchisee holds a single Franchise for service in any and all of its Franchise Territories, including any territories transferred from other Franchises as approved by the Beaverton City Council.
20. **Generator** – A person who last uses a material and then makes it available for disposal, Recycling or Composting.

21. **Hazardous Waste** – Solid Waste that may, by itself or in combination with other waste, be explosive, poisonous, caustic or toxic, or otherwise dangerous or injurious to human, plant or animal life, as defined by ORS 466.005.
22. **Household Hazardous Waste** – Any discarded, useless or unwanted chemical, material, substance, or product that is or may be hazardous or toxic to the public or the environment and is commonly used in or around households and is generated by the household. Household Hazardous Waste may include, but is not limited to, some cleaners, solvents, pesticides, automotive and paint products.
23. **Infectious Waste** – Includes biological waste, cultures and stocks, pathological waste, and sharps, as defined in ORS 459.386.
24. **Material Recovery Facility** – A Solid Waste management facility that separates material for the purpose of Recycling from an incoming recoverable mix of non-Putrescible Waste by using manual and/or mechanical methods and achieves a verifiable minimum 25% recovery rate. It also means a facility that primarily accepts previously separated Recyclables.
25. **Multifamily Complex or Multifamily** – Any multi-dwelling building or group of buildings that contain(s) five or more dwelling units on a single tax lot, such as apartments, condominiums and mobile home parks and receives services on a per lot or per building basis, as opposed to a per unit basis. Multifamily Complex also includes certified or licensed assisted living facilities, such as group homes and adult foster care homes.
26. **Organic Waste** – Materials that:
  - a. can be biologically synthesized by plants or animals from simpler substances;
  - b. are no longer suited for their intended purpose; and
  - c. are readily broken down by biological processes into soil constituents. Examples include, but are not limited to, Food Scraps, Yard Debris, de minimis amounts of Food Soiled Paper, and Putrescible materials that are generally a source of food for bacteria.
27. **Per Class** – Used in reference to the imposition of an infraction, it refers to an infraction that applies to more than one Customer (e.g., failure to distribute required promotional material to 2,000 Customers would constitute one class infraction).
28. **Per Day** – Used in reference to the imposition of an infraction, it refers to an infraction that may apply to one or more Customers on the day the infraction occurs (e.g., collection schedule).
29. **Per Incident** – Used in reference to the imposition of an infraction, it refers to a Franchisee’s failure to comply with the ordinance on an individual act, occurrence, or Customer basis. (e.g., failure to deliver a Recycling cart to a Customer within seven calendar days.)
30. **Processing** – An operation where collected Source Separated Recyclable or Compostable Materials are sorted, graded, cleaned, identified or otherwise prepared for end use markets.

31. **Putrescible Waste** – Solid Waste containing organic material that can be rapidly decomposed by microorganisms, and which may give rise to foul smelling, offensive products during such decomposition or which is capable of attracting or providing food for birds and potential disease vectors such as rodents and flies.
32. **Receptacle** – A can, cart, Container, Drop Box, Compactor, Recycling bin or any other means of containment of Solid Waste, Recyclable, or Compostable Materials.
33. **Recyclable Material, Recyclables** – Any material that has or retains useful physical, chemical, or biological properties after serving its original purpose(s) or function(s), and is separated from Solid Waste by the Generator or at a Material Recovery Facility.
34. **Recycling** – Any process by which waste materials are transformed into new products in such a manner that the original products may lose their identity.
35. **Residence, Residential** – A single family dwelling or any dwelling having four or fewer units on one tax lot regardless of whether it has Solid Waste collection in individual carts or Containers.
36. **Solid Waste** – All useless or discarded Putrescible and nonputrescible materials, including but not limited to garbage, rubbish, refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge, useless or discarded Commercial, industrial, demolition and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semisolid materials, dead animals and Infectious Waste as defined in ORS 459.386. "Solid Waste" does not include:
  - a. Source Separated, principal Recyclable Materials, as defined in OAR 340.090.0070 and any others designated by the City, which have been purchased or exchanged for fair market value, unless the City declares a site of uncollected principal Recyclable Materials to be public nuisance;
  - b. Hazardous Waste as defined in ORS 466.005;
  - c. 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.
37. **Source Separated Materials** – Recyclable or Compostable Materials that have been separated by type of Recyclable Material and removed from the Solid Waste stream by the person who last used the Recyclable Materials.
38. **Yard Debris** – Grass clippings, leaves, tree and shrub trimmings, or similar yard and garden vegetative waste generated from Residential property or landscaping activities. Yard Debris does not include items such as: dirt, sod, stumps, logs, tree and shrub trimmings greater than four inches in diameter or more than 36 inches in length, rocks, plastic, animal waste or manure, cat litter, potting soil, flocked trees, prepared food wastes or non-putrescible material.

**C. ADOPTION AND REVISION OF RULES.**

1. Under authority of the Beaverton Code, Chapter 4.08.205, the Mayor is authorized to adopt rules, procedures and forms to implement provisions of that Chapter which regulate the collection and disposal of Solid Waste, Recyclable and Compostable Materials within the City of Beaverton.
2. Any rule adopted or revised according to the authority of the City Code shall require a public review process. Not less than ten or more than thirty days before such public review process, notice shall be given by publication in a newspaper of general local circulation. Such notice shall include the place, time and purpose of the public review process and the location at which copies of the full set of the proposed rules may be obtained.
3. During the public review, the Mayor or the Mayor's designee shall hear testimony or receive written comment concerning the proposed rules. The Mayor shall review the recommendations, taking into consideration the comments received during the public review process, and shall either adopt the proposal, modify or reject it.
4. The City shall provide public notice of any rules adopted after the public review period ends.
5. Notwithstanding paragraphs 2 and 3 of this section, an interim rule may be adopted by the Mayor without prior notice upon a finding that failure to act promptly will result in serious prejudice of the public interest of the affected parties, including the specific reasons for such prejudice. Any rule adopted pursuant to this paragraph shall be effective for a period of no longer than 180 days.

#### **D. ENFORCEMENT OF RULES.**

1. **Initiation of Enforcement Action – Franchisees.** Chapters 4.08.215 of the Solid Waste and Recycling Ordinance of the City of Beaverton authorizes the Mayor to enforce the ordinance and rules for collection responsibility and customer service standards. These rules shall be enforceable with penalties according to the penalty structure described in Beaverton Code Chapter 4.08.420. Franchisees who fail to abide by these rules may be declared in default.
  - a. **Infraction Classifications.** Each rule, is assigned an infraction code consisting of two letters, such as (A/I):
    - (1) **First Letter.** The first letter represents the severity of the infraction, “A”, being the most severe, as shown on the chart below.
    - (2) **Second Letter.** The second identifies the incident definition. Incident definitions indicate whether the infraction is measured “Per Day” (D), “Per Class” (C), or “Per Incident” (I). Penalties are further described in section 4.08.420 of the Solid Waste Ordinance. For example, an infraction code of B/D would indicate a fine of \$400 Per Day.
    - (3) **Infraction Penalty Schedule.** An infraction according to these Rules shall result in an Infraction penalty in accordance with the following schedule:

Category	First Infraction	Second Infraction	Third and Subsequent Infractions
A	\$500	\$1,000	\$1,500
B	\$400	\$800	\$1,200
C	\$300	\$600	\$900
D	\$200	\$400	\$600
E	Warning	Warning	Treat as Violation D

b. The Mayor may recommend that the City Council terminate for default a Franchise held by a person who is assessed more than \$2,000 in penalties per 1,000 Customers in any 365-day period. In the event a Franchise is sold, the violation record of the previous owner will remain with the new owner if the previous owner maintains any ownership or control of the Franchise.

2. **Initiation of Enforcement Action – Customers.** Chapters 4.08.210 of the Solid Waste and Recycling Ordinance of the City of Beaverton authorizes the Mayor to enforce the ordinance and rules for Customer responsibility. These rules shall be enforceable with penalties according to the penalty structure described in Beaverton Code, Chapter 2.10.010 through 2.10.050.

**E. SERVICE STANDARDS.**

1. **Collection Standards, General.**

a. **Solid Waste Subscription.** Franchisees shall make available for subscription all levels of Solid Waste collection service for which the City sets rates to every Customer in its designated Franchise Territory, subject to the limitation under “Refusal of Service” (Rule E.9.f). A Franchisee that does not comply has 10 days from a date of infraction to accommodate the Customer request with an equivalent level of service at or below the published rates for the requested service. (C/I)

b. **Preparation Guidelines, General.**

(1) **Preparation of Materials for Collection.** Generators shall prepare Solid Waste, Recyclable Materials and Compostable Materials in accordance with City-approved instructions provided by the Franchisees. The City shall be responsible for publishing guidelines on the proper preparation of Solid Waste, Recyclable Materials and Compostable Materials that are consistent with industry practice and the collection equipment used by the Franchisees.

(2) **Secure Lightweight Materials.** Generators shall securely place lightweight materials such as ashes, Styrofoam “peanuts”, kitty litter, and sawdust into a bag and tie off to minimize dispersion prior to and during dumping into the Solid Waste Receptacle or collection vehicle. Generators shall place shredded paper into a paper bag and staple it shut prior to placing into the Recycling Receptacle.

- (3) **Contents of Carts/Containers Must Fall Freely.** Solid Waste, Recycling, and Compostables shall be placed into the appropriate Receptacles so that the materials fall freely from the Receptacle upon collection. The Franchisee shall not be responsible for dislodging the contents of a Receptacle.
  - (4) **Unacceptable Wastes.** Generators shall not place the following into Receptacles for collection of Solid Waste, Recyclables or Compostables. Customers must contact the Franchisee to determine proper disposal options. (See section E.4 – *Infectious and Hazardous Waste.*)
    - (a) Infectious Wastes, including hypodermic needles.
    - (b) Hazardous materials including chemicals, paints, corrosive materials and hot ashes.
    - (c) Fats, oils, grease and other liquids generated by Commercial entities, semi-Solid Wastes, Hazardous Wastes, and flammable materials.
- c. **Collection on Holidays.** There will be no collection on Christmas or New Year’s Day for Solid Waste, Recyclable Materials or Compostable Materials. During weeks in which Christmas and New Year’s Day fall on a Monday through Friday, pick-up shall occur on the established pick-up day, unless that day is Christmas or New Year’s Day, in which case, pick-up will occur on the following day. Each regular pick-up day for the remainder of those weeks shall thereafter be delayed one day with regular Friday service occurring on Saturday. (D/D)
- d. **Hazardous Weather Conditions.** Collection schedules may be adjusted due to hazardous weather conditions. Hazardous weather conditions generally exist on any day in which the Beaverton School District cancels classes due to weather conditions, or on portions of routes that are located on steep hills where a driving hazard may exist even though local public schools are open. When weather conditions make driving or collection hazardous, Franchisees may postpone collection, as provided below. The Franchisee shall notify the City by phone message or email to [recyclingmail@BeavertonOregon.gov](mailto:recyclingmail@BeavertonOregon.gov) no later than noon on the day hazardous weather conditions exist, if collection schedules are expected to change. The information supplied to the City must include geographic areas affected and the anticipated make-up day or schedule. As the affected geographic area(s) or make-up schedule changes, the Franchisee shall update the information furnished to the City as well as the outgoing message on their telephone answering machine or service. (C/D)
- (1) **Hazardous Weather Solid Waste Collection.** Where Solid Waste collection must be postponed, the Franchisee shall make a safe and reasonable effort to pick up prior to the next scheduled collection day. This may include working weekends and overtime, while adhering to ODOT hours of service regulations. If collection is delayed more than two days, collection will be delayed to the next scheduled collection day, with an extra Container being accepted by the Franchisee at no additional charge. (D/I)
  - (2) **Hazardous Weather Recyclable and Compostable Material Collection.** Compostable and Recyclable Materials collection may be postponed until the next scheduled collection day. (D/I)

- e. **Missed Collections.** The Franchisee shall respond promptly to reports of missed collections. The Customer must notify the Franchisee by the end of the second business day after the date of the missed collection. A complaint of missed collection received by the Franchisee from the Customer or the City shall be remedied by collecting missed materials within 24 hours (excluding weekends, Christmas Day, and New Year's Day) of receipt of the complaint. The 24-hour deadline does not apply where the missed collection occurred due to late or improperly prepared setout by the Customer. Customers may not deduct from payment for past missed pickups. (D/I)
  - (1) **Hazardous Weather Missed Collections.** Collections of Solid Waste, Recyclable Materials and Compostable Materials that are missed due to hazardous weather conditions, where postponements have been reported to the City as required in these Rules, are not considered "missed collections."
- f. **Ownership of Collected Materials.** All materials placed for collection shall be owned by and be the responsibility of the Customer until the time of collection. It shall be unlawful for any person other than the Generator, appropriate Franchisee or authorized subcontractor of Franchisee to enter into Franchisee-owned Receptacles or to remove any material from such Receptacles, though this prohibition does not apply to bona fide law enforcement activity. Any person entering into or removing such materials in violation of this section shall be subject to the penalties set out in Beaverton Code, Chapter 4.08.210. Ownership shall transfer to the Franchisee when the Franchisee takes physical possession of the collected materials.
- g. **Transporting and Delivery of Source Separated Recyclables and Recycling Disposal Prohibition.**
  - (1) **Transporting and Delivery of Source Separated Recyclable Materials.** When a customer has contracted with a Franchisee to transport and market Source Separated Recyclable Materials for Recycling, the Franchisee shall ensure that all collected Recyclables are delivered to a processor or broker of Recyclable Materials or to an end-use market. The Franchisee shall not deliver or cause to be delivered any collected Source Separated Recyclable Material for disposal, except by prior approval by the City. (A/I)
  - (2) **Placement of Properly Prepared Recyclables into a Solid Waste Container.** A Franchisee's placement of properly prepared Recyclables into any Container currently being used to contain Solid Waste, including the Solid Waste compartment of a collection vehicle, for any length of time, shall constitute a failure to comply with this standard. (A/I)
  - (3) **Collection of Glass.** Franchisees shall keep glass collected separate from other materials on the collection vehicle and maintain the separation of the glass when unloading for Processing or end use markets. (A/I)
  - (4) **Mixed Dry Waste.** A Franchisee may collect mixed dry waste at construction/demolition sites for Recycling so long as the Franchisee ensures that the collected material is taken to a facility that separates Recyclables from waste and reports to Metro.
- h. **Transporting and Delivery of Source Separated Compostables.**

- (1) **Transporting and Delivery of Source Separated Compostables.** The Franchisee is responsible for transporting and delivering Source Separated Compostables for Processing. The Franchisee shall ensure that all collected Yard Debris and Compostable Materials are delivered for beneficial use, including:
    - (a) Composting by a facility that has a current Metro license or agreement, an Oregon Department of Environmental Quality compost permit or registration, or is licensed as a composter by the state of Washington, or
    - (b) A reload facility licensed by Metro, or
    - (c) For animal feed or land application by facilities regulated by the Oregon Department of Agriculture or the Washington State Department of Agriculture, or
    - (d) Use as hog fuel in the case of wood waste.
  - (2) The Franchisee shall not deliver or cause to be delivered any collected Compostable Material for disposal, except by prior approval of the City. (A/I)
  - (3) **Placement of Properly Prepared Compostables into a Solid Waste Receptacle.** A Franchisee's placement of properly prepared Compostables into any Receptacle currently being used to contain Solid Waste or the Solid Waste compartment of a collection vehicle, for any length of time, shall constitute a failure to comply with this standard. (A/I)
- i. **Clean Up On Route.** The Franchisee shall make a reasonable effort to pick up all material (Solid Waste, Recyclable Material, Compostable Material) blown or littered during the course of collection. If material is blown or littered prior to collection at a particular Customer's address on a recurring basis, the Franchisee may leave the blown or littered material at the point of collection with a City-approved Mispreparation Notice describing the problem. The date and address shall be specified on the notice. In the case of a Multifamily property or Business, the Franchisee may collect the material, charge a special services or extra yardage charge, and notify the Customer. (D/I)
- j. **Receptacles.**
- (1) **Residential Receptacles.**
    - (a) The Franchisee shall provide 60 gallon roll carts for Recyclable Materials and Compostables, a 14-gallon red bin for glass collection and a garbage cart (size based on service level) to all Residential regular service and will-call Customers within seven calendar days after a Customer initiates service and indicates that the previous resident has not left a roll cart and bin. (D/I)
    - (b) **Residential Bin Specifications.** Franchisees shall be responsible for purchasing bins which meet the specifications set by the City in Appendix A to these Rules. (B/I)

- (c) **Residential Roll Cart Specifications.** Franchisees shall be responsible for purchasing roll carts, which meet the specifications set by the City outlined in Appendix B to these Rules. The three carts (Garbage, Recycling, Composting) should be clearly distinguished from one another (color coded and/or lid variations) in accordance with a plan the Franchisee submits to the City for approval. The City shall approve the type and style of all carts and bins. The carts should be designed for safe handling and shall be non-absorbent, watertight, vector-resistant, durable, easy to clean, and provided with lids or covers that can be readily removed or opened. All newly placed roll carts shall display the Franchisee name and telephone number prominently and conspicuously on the Container. Roll carts must be clean when delivered to the Customer. (B/I)
  - (d) **Will-Call Carts and Bins.** Franchisees shall provide roll carts for the collection of Solid Waste, 60-gallon roll-carts for commingled Recyclable Materials and Compostables, and a bin for glass at no charge to Will-Call Customers, provided that such Customers obtain service at least four times in any twelve month period or at least once every twelve weeks.
- (2) **Commercial and Multifamily Receptacles.**
- (a) The Franchisee shall deliver appropriate Receptacles for the collection of Solid Waste, commingled Recyclable Materials, Glass, and Compostables to the Customer within seven calendar days after a Business or Multifamily Customer initiates service. (D/I)
  - (b) Receptacles should be designed for safe handling, and shall be durable, easy to clean, and provided with lids or covers that can be readily opened. Receptacles must be clean when delivered to the Customer. Compostable Material Receptacles shall be sealed and non-leaking in order to prevent run-off from entering storm drains, complying with stormwater standards in Beaverton City Code 4.04.036. (D/I)
  - (c) Internal Receptacles purchased and made available by the City for Franchisees to distribute to Food Scrap Generating Businesses to collect Compostables, shall be distributed as specified by the City. These Receptacles remain the property of the City and are to be distributed only to Business Customers within the City that are subscribed to Commercial Food Scrap collection. The Receptacles are to be used to contain only Compostables and shall be maintained by the Franchisee in good working condition. Businesses that discontinue Food Scrap collection service shall return the internal Receptacles to the Franchisee.
  - (d) City purchased Receptacles stored by the Franchisee prior to the distribution to Customers are to be stored in a manner that will prevent damage and be in accordance with the requirements or specifications of the manufacturer's warranty.

- (e) The Franchisee shall report to the City when City-provided internal Compostable Receptacles are removed from use due to damage or other conditions that make them permanently unusable. If the Receptacle is within the manufacturer's warranty period, the Franchisee shall retain the Receptacle until notified by the City or the manufacturer that it may be disposed of. Receptacles that are to be disposed of shall not be reused for any other purpose. The Franchisee shall dismantle the unusable Receptacles and recycle it if possible.
  - (3) **Labeling Requirements.** The Franchisee name and telephone number shall be prominently and conspicuously placed on all Receptacles. The Franchisee shall also affix a City provided decal on all Recycling and Compostables Receptacles, clearly identifying the appropriate contents. (D/I)
  - (4) *(Reserved) Compactors / Drop Boxes.*
  - (5) **Receptacle Deposit.** Franchisees may not charge a deposit for Receptacles for any level of service in the collection of Solid Waste, Recyclable Materials and/or Compostable Materials, except as provided in section E.9.h, Credit Risk Customers. (D/I)
  - (6) **Replacement of Lost, Stolen or Damaged Receptacles.** Franchisees may charge Customers for lost, stolen, or damaged Receptacles at 100% of the bulk purchase price of a new Receptacle recently paid by the Franchisee. The Franchisee is responsible for replacement of carts damaged in the course of normal wear and tear. In the case of a bin or cart missing when a Customer has moved out, the Franchisee may bill the former Customer 100% of bulk purchase price for replacement or request that the Receptacles are returned to the former service address. (D/I)
  - (7) **Damage to Customer-owned Cans.** Franchisees are not responsible for normal wear and tear on reusable cans and lids provided by Customers. Damage caused by Franchisee negligence to cans and lids shall be reimbursed to the Customer. The age and previous condition of the Customer's equipment shall be considered. (D/I)
- k. **Overweight and Overloaded Receptacles.**
- (1) **Overweight Receptacles.** Franchisee may refuse to collect a Receptacle that would put their equipment over the legal weight limits of State or local laws or exceed the lifting capacity of their equipment and/or manufacturer's specifications. The following table lists approved weight limits:

<b>Size/Type of Receptacle</b>	<b>Maximum Weight (including Container)</b>
Up to and including 20 gallon Customer provided	35 lbs.
Over 20 gallons, up to and including 40 gallon, Customer provided	60 lbs.
Yard debris Kraft bags and bundles	40 lbs.
Extra Solid Waste in plastic bag	25 lbs.
Franchisee-provided roll carts, up to and including 40 gallon	75 lbs.
Franchisee-provided roll carts over 40, up to and including 65 gallons	100 lbs.
Franchisee-provided roll carts over 65, up to and including 96 gallons	145 lbs.
Containers equal to or greater than 1 cubic yard and less than 10 cubic yards	250 lbs. per cubic yard
Organic Containers equal to or greater than 1 cubic yard and less than 4 cubic yards. 4 yard containers shall be stationary (without wheels) and must be located in an area that is directly accessible by the collection vehicle.	Shall not exceed the manufacturer's load rating specifications.
Containers greater than 10 cubic yards	Weights subject to Franchisee truck capacity
Compacted Containers	500 lbs. per cubic yard

(2) **Non-Collection of Overweight Receptacles.**

- (a) **Residential.** If the overweight Receptacle is refused, the Franchisee shall leave a City approved Mispreparation notice that describes the problem. The date and service address shall be provided on the notice as well as the Franchisee's name and phone number. Failure to provide a copy of such notice to the Customer or the City shall be an infraction. (D/I)
- (b) **Commercial or Multifamily.** If a hauler suspects that a Commercial or Multifamily Container exceeds the weight limit defined by these Rules, the hauler should follow the steps outlined in Appendix C of this document. (E/I)

- (3) **Remedy of Non-Collection of Overweight Receptacles.** Where a Franchisee has refused to pick up an overweight Receptacle, it is the Customer's responsibility to separate materials into additional Receptacles or bags so that weight limits are observed. If a special pick up has not been requested, the Franchisee must provide collection of double the Customer's subscribed service level at no additional cost to the Customer on the Customer's next scheduled collection day. Where a double pickup is provided, standard Receptacle weight limits apply to each can, cart, Container, bundle or other Receptacle. The Franchisee may charge the call back rate established by the City if the Customer requests that the material be picked up on any day other than the Customer's next regularly scheduled collection day. (D/I)

- (4) **Compactors.** No such Compactor shall be loaded so as to exceed the safe loading design or operation limits of the collection vehicles used by the Franchisee. Compactors shall comply with all local, state and federal weight regulations or standards. In the event a weight violation occurs, all costs associated with such violation shall be the individual responsibility of both the Customer and the owner of the Compactor.
- (5) **Overloaded Receptacles.** No Franchisee shall be required to pick up an overloaded or otherwise unsafe Receptacle. A Receptacle shall be considered overloaded or unsafe if the Receptacle is so filled to allow material to fall out, has large items extending from the Receptacle, or is so improperly loaded as to potentially cause damage to equipment or people.

2. **Residential Collection Standards, Specific.**

- a. **Automated Collection System.** Franchisees shall be required to provide Residential service through the use of an automated collection system. The Franchisee shall provide, and retain ownership of, the roll carts and bins to be used for such service. (D/C)
- b. **Responsibility to Provide for Residential Collection Service.**
  - (1) All Residential property owners or managers shall provide for the collection of Solid Waste, Recyclables, and Compostables at such frequency that the Solid Waste, Recyclables and Compostables stored on the property do not mar the property's appearance, create a stench or a fire hazard, detract from the cleanliness or safety of the property, or constitute an unreasonable danger to human life or property.
  - (2) **Owner Occupied Residence.** The owner of a Residential dwelling who occupies said dwelling shall either:
    - (a) subscribe to and pay for the weekly collection of Solid Waste, Recyclables, and Compostables from the Franchisee, or
    - (b) self-haul their Solid Waste, Recyclables, and Compostables to a Metro approved disposal facility and shall provide the City with proof of compliance upon request.
  - (3) **Tenant Occupied Residence.** Except as otherwise provided by a written agreement between landlord and tenant, the owner or manager of any Residential dwelling with four or fewer units, who rents, leases or lets dwelling units for human habitation:
    - (a) shall subscribe to and pay for the weekly collection of Solid Waste, Recyclables and Compostables on behalf of his/her tenants with the Franchisee. The owner may delegate duty to the tenant, but shall remain the responsible party.
    - (b) shall communicate service level changes to tenants in a timely manner.

- (c) shall provide tenants with a sufficient number of Receptacles of adequate size to prevent the overflow onto the ground of Solid Waste, Recyclables or Compostables .
  - (d) may request an official exemption from section (a) above from the City to allow the owner or manager to self-haul the Solid Waste generated by the owner’s tenants to a Metro-approved disposal facility, provided:
    - 1. the dwelling building or group of buildings contains four or fewer dwelling units on a single lot; and
    - 2. the owner provides the affected tenants with the same level and frequency of collection of Compostables and Source Separated Recyclable Materials as required of a Franchisee serving similarly-situated Residential Customers; and
    - 3. the owner provides the City with proof of compliance with these requirements upon request.
- c. **Collection Service Options.** The Franchisee shall give to each Customer at initiation of service, and when requested, a written notice of the availability of collection services, including the collection schedule applicable to the Customer and the rates. (D/D)
  - d. **Collection Days.** Solid Waste, Recyclables and Compostables collection shall occur Monday through Friday, except during holiday weeks, and times of hazardous weather conditions. Residential service shall be offered every week, except for will-call, and shall consistently occur on the same day of the week for a given Customer. (D/D)
  - e. **Change of Collection Day.** A Franchisee may periodically change a Customer’s designated collection day. No later than seven calendar days prior to the change, a Franchisee shall give written notice to a Customer indicating the intent to change the Customer’s designated collection day and inform the Customer of the new collection day. Notice must also be given to all service addresses if different than billing address. (B/I)
  - f. **Hours of Collection.** In Residential areas, Franchisees shall not provide service prior to 6 am or after 6 pm. (D/D)
  - g. **Will-Call Collection.** Residential Will-Call collection shall include the collection of Solid Waste, Recyclables and Compostables . Will-Call collection service is available only on the day in which regularly scheduled service is provided to the neighborhood in which the Will-Call Customer resides. Additional fees may be charged to Will-Call Customers who exceed the weight and/or volume limitations that are in place for all weekly service Customers, according to the City-approved rate structure.
  - h. **Point of Collection.**

- (1) For Residential dwellings with cart service, collection of Solid Waste, Recyclables and Compostables shall be placed at the Curbside or at the Roadside in the absence of a sidewalk in such a fashion so as to enhance efficiency of the collection system. Customers shall set-out Receptacles so that they do not block sidewalks, driveways, public streets, bike lanes or other rights of way. The Receptacles must be placed Curbside prior to 6:00 am on their collection days. Customers shall make a reasonable effort to place carts and park cars so as to reduce interference with automated collection equipment. The Franchisee may assess an extra fee, as established in the City-approved rate structure, if a Customer fails to present the roll cart at a location reasonably serviceable by the automated collection truck. Extra fees are not to be assessed for occasional vehicles parked on a public street. It is the Franchisee's responsibility to educate Customers about the necessary accommodations.
- (2) **Disabled Customer.** Disabled Customers will be provided non-Curbside collection of all materials at no extra charge.
  - (a) Disabled Customer must have no one in the household capable of placing carts or bins at Curbside and submit a City-provided disability form to their hauler along with a letter from their physician or social worker stating their disability or a copy of a disabled parking permit from the State of Oregon Department of Motor Vehicles. Franchisees may require re-confirmation of this status on an annual basis or when there is evidence that the household may no longer qualify. If there is a change of circumstance that changes a Customer's disabled status, the Customer must notify the hauler of the change.
  - (b) The Customer and the Franchisee shall mutually agree in writing upon a setout location. In most cases, the preferred location will be visible from the street. If not, the Customer must provide the Franchisee with a signal that is visible from the street that there are materials to be collected. (C/I)
- (3) **Private Street.** For collection to be made at Curbside on a private street, the street must meet the following standards: access to the street may not be limited by a gate, the street must be named and posted with a street sign, it must be paved to a width of at least 12 feet, exclusive of any areas where parking is permitted, and if dead-end, the turnaround must have a 60 foot diameter or a "hammerhead" or other feature which provides adequate turnaround space for standard collection vehicles. There must be at least 14 feet of vertical clearance. On such private streets, Customers entitled to Curbside service must have their address on the private street. If these criteria are not met, Customers must bring their materials to the intersection of the private street and the closest public street. Receptacles must be marked with the appropriate Customer address. (C/I)
- (4) **Public Alley.** Curbside collection from public alleys is at the discretion of the Franchisee.
- (5) **In-ground Cans.** Collection from in-ground cans is prohibited.

- (6) **Placement of Empty Receptacles.** After collection, the Franchisee shall return all cans, carts, and bins, including Customer provided Receptacles within close proximity (3 feet) of the location where the Customer placed them. Customers shall remove Receptacles from the curb and into the Customer's yard area within 24 hours from the time of collection. (D/I)

i. **Collection of Residential Source Separated Recyclable Material.**

- (1) **Opportunity to Recycle.** The Franchisee shall provide a notice to all Residential Customers of the opportunity to recycle including Recycling information, clear instructions on preparation of Recyclables for Curbside collection and a telephone number to call for information regarding Recycling collection service. (E/I)
- (2) **Recyclable Materials Collected.** The Franchisee shall collect the following Source Separated Recyclable Materials set out for collection, so long as the materials are properly prepared, separated from Solid Waste and Compostables, and placed at the appropriate point of collection (D/I):
  - (a) **Aerosol Cans.** Emptied but not flattened, with plastic lids removed but nozzle intact.
  - (b) **Aluminum.** Including aluminum cans, containers and foil with food residue removed.
  - (c) **Aseptic Packaging.** Soymilk containers and drink boxes.
  - (d) **Corrugated Cardboard.** Place loose in Recycling cart. Larger corrugated cardboard pieces flattened. Any single piece or bundle is limited in size to 36 inches in any direction. Excess flattened cardboard that does not fit in cart but meets size requirements, may be placed next to the cart.
  - (e) **Gable Top Paper Cartons.** Gable top paper cartons such as milk, juice and coffee creamer products, emptied and rinsed. Caps not included.
  - (f) **Glass.** Rinsed whole bottles and jars. Combine all colored and clear glass and place in hauler provided red bin separate from other Recyclables. Rings and labels may remain on the bottles. The following items shall not be collected: drinking glasses, cooking ware, plate glass, safety glass, light bulbs, ceramics and non-glass materials.
  - (g) **Plastics.** Bottles of a six ounce or larger capacity, with a neck or screw on lid including milk jugs; margarine or yogurt tubs or similar, six ounces or larger; rigid plant pots, four inches in diameter or larger; buckets, five gallons or smaller. Rinse containers and discard lids and caps.
  - (h) **Scrap Metal (Ferrous and Non-Ferrous).** Any single piece or bundle is limited to 30 inches in size in any direction and 30 pounds. Appliances, car parts, bicycles and lead acid batteries are excluded.

- (i) **Paper.** Includes phone books, magazines, newspapers, household mail, paper bags, cereal boxes (without liners), shoe boxes, envelopes (sticky labels and windows are acceptable), writing paper, computer paper, fax paper, white ledger, colored ledger, copier paper, paper egg cartons, paper labels from cans, paper cores (remove and discard excess paper towels or bathroom tissue), construction paper, blue print paper, manila file folders, index cards, sticky notes, tablet paper or backs, and gift wrap (no foil). Shredded paper must be contained in a paper bag.
  - (j) **Tin Cans.** Must be rinsed. Ferrous can ends and metal jar/bottle lids may be included if placed into a can with the top crimped.
  - (k) **Used Motor Oil.** In leak proof, see-through, unbreakable plastic containers of not more than one gallon each, with a screw on cap. No other fluids are to be included. Place next to red glass bin.
- (3) The Customer shall place Commingled Recyclable Materials in hauler-provided Receptacles that are clearly segregated from Solid Waste or other materials the Customer does not want to discard. Excess Commingled Recyclable Materials shall be contained in paper bags or boxes and placed adjacent to Receptacle for collection. Because haulers exclusively use Automated Collection Systems, haulers must be able to mechanically empty the Receptacle and then easily place any excess Commingled Recyclable Materials into the Receptacle for a second mechanical emptying.
- (4) Customer shall place glass into red bin. Franchisees shall keep glass separate from other Recyclable Materials throughout the entire collection process.
- (5) **City's Authority to Add Materials.** The City has the authority to add or delete materials to or from the list in section E.2.i.(2) after performing studies to determine market viability and the impact on rates, adjusting rates accordingly, if needed.
- (6) **Improperly Prepared Recyclable Materials.** When the Franchisee encounters improperly prepared Recyclable Material or materials which are not in the list of approved commingled items, the Franchisee shall follow paragraphs a, b, and c below.
- (a) **Collect Only Properly Prepared Materials.** The Franchisee shall collect only properly prepared Recyclable Material and shall leave where placed any improperly prepared or placed material or materials not listed in section E.2.i.(2).
  - (b) **Leave a City Approved Mispreparation Notice.** The Franchisee shall complete a City-approved mispreparation notice describing the problem and leave it securely attached to the Customer's roll cart, bin, fence or front door. The date and service address shall be provided on the notice as well as the Franchisee's name and phone number Failure to provide a copy of such notice to the Customer or the City shall be an infraction. (D/I)

- (c) **Disposal of Improperly Prepared Recyclable Materials at Customer Request.** Except at the request of the Customer, the Franchisee shall not mix Solid Waste with any materials placed out as Recycling in or next to the Recycling roll cart or bin. (C/I)
  - (d) Improperly prepared Recyclable Material is not considered a missed collection. In documented cases of mispreparation, the Customer shall correct the mispreparation and set out the properly prepared material on time on the subsequent scheduled collection day.
- j. **Collection of Residential Source Separated Compostables.** The Franchisee shall collect Compostables prepared according to instructions and properly set out for collection. Compostables prepared according to instructions are to be considered properly prepared Recyclable Material. (D/C)
  - (1) **Compostables Preparation.** Franchisees shall collect all properly prepared Compostables in a Franchisee-provided 60-gallon roll cart, except for extra Yard Debris, which may be set-out in a 30-gallon Kraft bag, or in bundles that are securely tied to support the bundle when lifted. Containers or methods of fastening must be designed and used so that scattering by normal wind conditions is minimized. Compostables must comply with the material and preparation standards outlined in the definition of Compostables. The Franchisee shall not collect Compostables placed in a plastic bag. (D/I)
  - (2) **Extra Yard Debris.** Franchisee may charge a City-approved extra Yard Debris fee for Yard Debris collected in addition to material inside the Yard Debris roll-cart. (D/I)
  - (3) **Improperly Prepared Compostables.** When a Franchisee encounters improperly prepared Compostables or Compostables not set out in a cart other than extras, the following procedures shall be followed:
    - (a) **Leaving Material and a City Approved Mispreparation Notice.** The Franchisee shall leave the improperly prepared material and complete a City-approved mispreparation notice describing the problem and leave it securely attached to the Customer's roll cart, fence or front door. The date and service address shall be provided on the notice as well as the Franchisee's name and phone number. Failure to provide a copy of such notice to the Customer or the City shall be an infraction. (D/I)
    - (b) **Disposal of Improperly Prepared Compostables at Customer Request.** Except at the request of the Customer, the Franchisee shall not mix Solid Waste with any Source Separated Compostables that was improperly prepared. If the Compostables is mixed with Solid Waste at the Customer's direction, then it may be charged as extra Solid Waste if the volume causes the Customer's next Solid Waste pick up to exceed the Customer's existing level of service. (A/I)

- (c) **Improperly Prepared Compostables Is Not Considered a Missed Collection.** In documented cases of mispreparation, the Customer shall correct the mispreparation and be offered the option of having a courtesy call back pickup for properly prepared Compostables at a rate established by the City, or setting out the uncollected material on time on the next scheduled Compostables collection day without paying an additional charge for an extra can/bag/bundle of Compostables .
  
- k. **Collection of Residential Solid Waste.** The Franchisee shall collect Solid Waste prepared according to instructions and properly set out for collection
  - (1) **Improperly Prepared Solid Waste Residential.** When the Franchisee encounters improperly prepared Solid Waste, such as Solid Waste which contains hazardous or otherwise unacceptable material, Solid Waste which is too tightly packed to fall from the roll cart, or unbagged animal waste or kitty litter, the Franchisee shall:
    - (a) collect only properly prepared Solid Waste if feasible and leave the improperly prepared material.
    - (b) complete a City-approved mispreparation notice describing the problem and leave it securely attached to the Customer's roll cart, fence or front door. The date and service address shall be provided on the notice as well as the Franchisee's name and phone number. Failure to provide a copy of such notice to the Customer or the City shall be an infraction. (D/I)
  - (2) Improperly prepared Solid Waste is not considered a missed collection. In cases of documented mispreparation, the Customer shall correct the mispreparation and be offered the option of having a courtesy call back pickup at a rate established by the City, or setting out double the Customer's subscribed service level at no additional cost to the Customer on the Customer's next scheduled collection day.

3. **Commercial and Multifamily Collection Standards, Specific.**

a. **Responsibility to Subscribe for Collection Service.**

- (1) **Multifamily Properties.** All Multifamily property owners or managers shall:
  - (a) Subscribe with a Franchisee and pay for the weekly collection of the tenants' Solid Waste and Recyclable Materials at such frequency that the Solid Waste and Recyclable Materials stored on the property do not mar the property's appearance, create a stench or a fire hazard, detract from the cleanliness or safety of the property, or constitute an unreasonable danger to human life or property.
  - (b) Make reasonable efforts to ensure the provision of central collection Containers for a two-sort Recycling system, where glass is collected in one Container and all other Recyclables listed in section E.3.e(3) of these Rules are collected in another Container. Failure to provide such Recycling at a Multifamily Complex is considered an infraction by the owner of the complex.
  - (c) Provide tenants with a sufficient number of Solid Waste and Recycling Receptacles of adequate size to prevent the overflow of Solid Waste or Recyclable Materials onto the ground.
  - (d) Place Receptacles for Recyclables reasonably similar to Solid Waste Receptacles in both quantity and location. Recycling Receptacles shall be convenient to tenants.
  - (e) Provide for and inform tenants of the "Opportunity to Recycle" according to the requirements of Oregon Revised Statutes (ORS 459 and ORS 459A).
- (2) **Compactor Service at Multifamily Complexes.**
  - (a) If the owner or property manager provides a Compactor for storage of Solid Waste, the owner may enter into an agreement with a Franchisee for collection of the tenants' Solid Waste every other week.
  - (b) Recycling collection services are included in the City-approved rate structure for Multifamily accounts using Container services. Franchisees shall assess a City-approved Multifamily Recycling Services Fee to complexes using a Drop Box or Compactor.
- (3) **Commercial Properties.** All Commercial property owners or managers shall provide for the collection of Solid Waste, Recyclable Materials and Compostable Materials at such frequency that the Solid Waste, Recyclable Materials and Compostable Materials stored on the property do not mar the property's appearance, create a stench or a fire hazard, detract from the cleanliness or safety of the property, or constitute an unreasonable danger to human life or property.

- (a) **Owner Occupied Commercial Property.** The owner of a Commercial property whose Business occupies said property shall subscribe to and pay for the weekly collection of Solid Waste and Recyclables from the Franchisee. Owner occupants may self-haul their Solid Waste and Recyclable Materials to a Metro approved disposal facility and shall provide the City with proof of compliance upon request. The owner shall ensure the provision of internal Recycling Containers and collection as required in the Business Recycling Requirements (COB municipal code 4.08.530).
- (b) **Tenant Occupied Commercial Space.**
  - 1. An owner or property manager that rents, leases or lets Commercial space to a Business shall subscribe to and pay for the weekly collection of Solid Waste and Recyclables on behalf of his/her tenants with the Franchisee, except as otherwise provided by a written agreement between landlord and tenant.
  - 2. Recycling Receptacles shall be placed, in both quantity and location, reasonably similar to Solid Waste Receptacles and shall be convenient to tenants. (B/M)
  - 3. Owners and property managers shall inform tenants of the City's Business Recycling Requirements at least annually (COB municipal code 4.08.530).
  - 4. The property owner or manager shall maintain and support communication between the providers of waste hauling, tenants and janitorial services to identify and resolve problems related to the collection system for Recyclable Materials.
- b. **Service Level Assessment.** When a Commercial or Multifamily Customer initiates service, the Franchisee shall perform an assessment of the Customer's needs to assist the Customer in choosing an optimal combination of service for Solid Waste, Recyclable Material, and Compostable Material collection, keeping in mind the City's waste recovery goals. The results of the assessment should be reflected in the services selected. (D/I)
  - (1) The assessment shall involve the provision of commingled and glass collection bins, roll carts, Containers, or other standardized Receptacles in order to optimize separation of materials for Recycling. The Franchisee is required to provide adequate training to assist the Customer in making best use of the Recycling collection system.
  - (2) For a Business account, the assessment should involve questions about the Business size and specific queries to identify materials in the Recycling waste stream.
  - (3) For a Multifamily account, the assessment should involve questions about the size of the complex.
  - (4) Assessments shall be maintained and updated on a regular and as-needed basis.

- (5) Hauler may not change the size of a Container or frequency of collection without consent of the Customer. (D/I)

c. **Collection Schedule.**

- (1) **Collection Days.** The Franchisee and the Customer should mutually agree on the collection day(s) and frequency of collection that meets the Customer's needs and works into the Franchisee's established routing. Franchisees may offer and furnish Saturday and/or Sunday collection service to Commercial, Multifamily and Drop Box Customers. If weekend service is not made available, the Franchisee must provide sufficient Receptacles to accommodate Customer needs throughout weekends. (D/D)
- (2) **Change of Collection Day.** A Franchisee may periodically change a Customer's designated collection day. No later than seven calendar days prior to the change, a Franchisee shall give written notice to a Customer indicating the intent to change the Customer's designated collection day and inform the Customer of the new collection day. Notice must also be given to all service addresses if different than billing addresses. Each Multifamily unit must be notified of the change in collection day if each unit receives individualized cart service. (B/I)
- (3) **Hours of Collection.**
  - (a) **Commercial.** There shall be no limit on the hours of collection activity for any Solid Waste, Recyclable Materials and Compostable Materials in Commercial and industrial areas, unless otherwise limited by the terms of any City land use or development permit.
  - (b) **Multifamily.** Franchisees shall not provide service prior to 6 am or after 6 pm at Multifamily properties. (D/D)
  - (c) **Nighttime Noise.** If a complaint of noise prior to 6am or after 6pm has been filed with the City by a Residential or Multifamily property adjacent to a Commercial zone, the hauler shall do all of the following:
    - 1. Deaden the sound of any metal arm used to hold the lid open temporarily of any Containers used at that Customer location.
    - 2. Discuss with the driver the possible causes and ways to alleviate nighttime noise problems at that location.
    - 3. Upon request from the City, revise the collection route so that trucks are not collecting near the Residential area during the quiet hours of 6 pm to 6 am.
    - 4. If a complaint is about glass pickup, the hauler shall not collect glass for Recycling at that location between 6 pm and 6 am.

- d. **Point of Collection (Access).** Commercial and Multifamily Customers shall set Solid Waste, Recyclable Material, and Compostable Material Receptacles in an enclosure that is readily accessible, located on a hard, level surface extending to the street, safe to empty or load, and does not require a Franchisee to go up and down stairs. The enclosure must meet the standards outlined in Beaverton Development Code 60.05.20.2. An enclosure must be unlocked at the time of collection. The driver should not have to push Containers more than 25 feet in order to attach them to the collection vehicle for dumping. The Franchisee may cumulatively add City-approved extra distance, gate, or access charges for difficult to reach Receptacles.
- e. **Collection of Commercial and Multifamily Source Separated Recyclables.**
- (1) **Service Responsibility** – The Franchisee shall offer collection service for all Recyclable Materials as listed below to all of its Solid Waste Customers and shall make known the availability of this service to all its Customers. Any Business or any other person may sell or exchange at Fair Market Value its own Recyclable Materials which are source separated for reuse or Recycling. It is considered an Infraction if a Franchisee states or implies that a Customer is required by the City to use the Franchisee for any or all Recycling collection services. (A/I)
  - (2) **Preparation of Recyclable Materials.** The Franchisee shall pick up the Recyclable Materials listed below that are set out for collection by the Generator, so long as the materials are properly prepared, separated from Solid Waste and Compostables, and placed at the appropriate point of collection. Commingled Recyclable Materials shall be placed in hauler-provided Receptacles clearly segregated from Solid Waste or other materials the Generator does not want to discard.
    - (a) **Commercial.** The Franchisee shall provide, at a minimum, a collection Container for commingled Recyclable Materials listed below. Additional service for glass may be added if a need is mutually determined by the Customer and Franchisee at no additional cost to the Customer. (D/I)
    - (b) **Multifamily Complexes.** The Franchisee shall provide, at a minimum, collection Containers for a two-sort system, where glass is collected in one Container and all other Recyclables listed here, are collected in another Container. (D/I)
  - (3) **Recyclable Materials Collected.** The Franchisee shall collect the following materials set out for collection at Commercial and Multifamily Complexes that are prepared and separated in a manner set forth in these Rules. (D/I):
    - (a) **Aerosol Cans.** Emptied but not flattened, with plastic lids removed but nozzle intact. Businesses that generate large volumes of aerosol cans should follow DEQ guidelines for proper disposal.
    - (b) **Aluminum.** Including aluminum cans, containers and foil with food residue removed.
    - (c) **Aseptic Packaging.** Soymilk containers and drink boxes.

- (d) **Corrugated Cardboard.** Flatten boxes and pieces and place loose in Recycling Container. Any single piece is limited in size to 36 inches in any direction.
  - (e) **Gable Top Paper Cartons.** Gable top paper cartons such as milk, juice and coffee creamer products, emptied and rinsed. Caps not included.
  - (f) **Glass.** Rinsed whole bottles and jars. Combine all colored and clear glass and place in hauler provided cart separate from other Recyclables. Rings and labels may remain on the bottles. The following items shall not be collected: drinking glasses, cook ware, plate glass, safety glass, light bulbs, ceramics and non-glass materials.
  - (g) **Plastics.** Bottles of a six ounce or larger capacity, with a neck or screw on lid including milk jugs; margarine or yogurt tubs or similar, six ounces or larger; rigid plant pots, four inches in diameter or larger; buckets, five gallons or smaller. Rinse containers and discard lids and caps.
  - (h) **Scrap Metal (Ferrous and Non-Ferrous).** Any single piece or bundle is limited to 30 inches in size in any direction and 30 pounds. Appliances, car parts, bicycles and lead acid batteries are excluded.
  - (i) **Paper.** Includes phone books, magazines, newspapers, household mail, paper bags, cereal boxes (without liners), shoe boxes, envelopes (sticky labels and windows are acceptable), writing paper, computer paper, fax paper, white ledger, colored ledger, copier paper, paper egg cartons, paper labels from cans, paper cores (without paper towels or bathroom tissue), construction paper, blue print paper, manila file folders, index cards, sticky notes, tablet paper or backs, and gift wrap (no foil). Shredded paper must be contained in a paper bag.
  - (j) **Tin Cans.** Must be rinsed. Ferrous can ends and metal jar/bottle lids may be included, and should be placed into a can with the top crimped.
- (4) When glass has been source separated from Solid Waste by the Customer, Generator, or Multifamily Complex, the Franchisee shall keep glass separate from other Recyclable Materials on the collection vehicle and maintain separation of the glass when unloading for Processing or end use markets. (A/I)
  - (5) **City's Authority to Add Materials.** The City has the authority to add or delete materials to or from the above list after performing studies to determine market viability and the impact on rates, adjusting rates accordingly, if needed.
- f. **Business Recycling Requirement. (COB municipal code 4.08.530)**
- (1) All non-home-based Businesses shall source-separate all recyclable paper, cardboard, glass and plastic bottles and jars, and metal cans for reuse or Recycling.
  - (2) Businesses and Business Recycling Service Customers shall ensure the provision of Recycling Containers for internal maintenance or work areas where Recyclable Materials may be collected, stored, or both.

- (3) Businesses and Business Recycling Service Customers shall post accurate signs that:
  - (a) Describe the location where Recyclable Materials are collected, stored, or both;
  - (b) Identify the materials that the Business must source separate for reuse or Recycling; and
  - (c) Provide Recycling instructions.
  
- g. **Food Scraps Collection.** The Franchisee shall offer and provide collection service for Compostable Materials to Customers that are Food Scraps Generating Businesses in accordance with the program guidelines established by the City. The Franchisee shall provide information to the Customer describing how to separate and prepare material in accordance with City guidelines. Franchisees shall notify the City within 30 days of new Customers that have either started or stopped Food Scraps collection service.
  - (1) **Acceptable Materials:** All food (fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bakery items, cheese and eggshells).
  - (2) **Unacceptable Materials:** Fats, oils, grease, liquids; paper coated with plastic or foil; Compostable plastics; restroom generated paper towels; Food Soiled Paper; and plants (floral trimmings, tree trimmings, leaves, grass, brush and weeds).
  
- h. **Improperly Prepared Materials.** The following procedures shall be followed when the Franchisee encounters Solid Waste, Recyclables or Compostables not prepared as mutually agreed upon by the Franchisee and Customer, materials that the Franchisee does not routinely collect, or materials set out in an improper location.
  - (1) The Franchisee shall notify the Customer of the problem no later than the Customer's next business day and provide the Customer or Generator with the following options. Not offering these choices is considered an infraction. (B/I with incident defined on a per customer basis)
    - (a) The Customer or Generator may sort the material or otherwise correct the preparation problem and set out the material for the next collection day without exceeding weight limits or arrange an additional collection day;
    - (b) The Customer or Generator may authorize the Franchisee to dispose of the material as Solid Waste. For the Franchisee to dispose of rejected materials without being requested by the Customer or Generator constitutes an infraction. (A/I)
    - (c) The Franchisee shall work with the City and Customer to remedy cases of frequent improperly prepared loads prior to cancellation of service.

- (2) If Compostable Materials are improperly prepared or stored in such a manner as to create pest or odor problems that pose a potential public health and safety concern, the City may require the Customer or Generator to remedy the problem so that collection of the Compostable Materials may continue. The Franchisee shall work with the City and the Customer or Generator to remedy the pest or odor problem caused by the improperly prepared or stored Compostable Materials.

- i. *(Reserved) Recycling at Building Projects.*

#### 4. **Infectious and Hazardous Waste.**

- a. The Franchisee shall provide for collection of medical and Infectious Waste or subcontract with a qualified disposal firm for this service. In either case, the Franchisees and their subcontractors shall conform to all rules and laws including, but not limited to, those of the State of Oregon applying to the collection, transportation, storage, treatment, and disposal of medical and Infectious Wastes. (D/D)
- b. Customers are responsible for placing Infectious Wastes including hypodermic needles in appropriate containers. Customers shall not place these items into roll carts or Containers for collection with Solid Waste, Recyclable Material or Compostables. Customer should contact Franchisee for information on proper disposal options.
- c. Customer shall take appropriate actions to ensure that hazardous materials, chemicals, paint, corrosive materials and hot ashes are not put into a cart or other Container.
- d. The Franchisee is not required to collect Hazardous Wastes from Customers. If a Franchisee identifies a hazardous substance that the Customer has placed for collection with Solid Waste, Recyclable Materials, or Compostables collection, the Franchisee shall leave the material along with a City-approved mispreparation notice indicating the presence of the hazardous material. The Franchisee shall retain a copy of the notice and provide a copy to the City. (D/I)
- e. When the Franchisee refuses to pick up due to the presence of a hazardous substance, the Franchisee shall offer the following options once the hazardous materials are removed completely from the Solid Waste, Recyclable Materials and/or Compostables:
  - (1) Immediate collection of the Solid Waste, Recyclables and/or Compostables for the City-approved call-back rate.
  - (2) Collection of the Solid Waste, Recyclables and/or Compostables as one free extra Container the following week on the designated collection day. (D/I)

#### 5. **Other Collection Activities.**

- a. **Bulky Waste.** Franchisees shall provide for the collection of Bulky Waste within seven calendar days of a Customer's request. Rates shall not exceed the maximum rates set by the Council. (D/I)

- b. **Special Collection Events.** Upon request by the City or a City-recognized neighborhood association, each Franchisee shall participate in an official community cleanup event at least once per year. The City will specify materials required to be collected at such events. Expenses incurred in the course of conducting cleanup activities are allowable costs for rate review. (B/C)
  - c. **Tire Collection.**
    - (1) **Tire Collection by Franchisee.** Franchisees shall provide for the collection of tires, on or off-rim, within seven calendar days of a Customer's request. Franchisee shall acquire any necessary permits for storage or transportation of tires from the Department of Environmental Quality. (D/I)
    - (2) **Placement and Disposal of Tires.** Tires may be placed in the Solid Waste collection vehicle; however, Franchisee shall not dispose of tires at any facility other than a facility authorized by the DEQ for the disposal of waste tires. (A/I)
    - (3) Rates shall not exceed the maximum rates set by the Council. (A/I)
6. **System, Vehicle and Equipment Standards.**
- a. **Vehicle Condition and Maintenance.** All collection vehicles must be maintained and operated in compliance with all local and state statutes, ordinances, and regulations including compliance with regulations related to the safety of the collection personnel and the public.
  - b. **Prevention of Leaking and Spilling Loads.** All collection vehicles shall be constructed, loaded, operated and maintained in a manner to reduce, to the greatest extent practicable, the dropping, leaking, blowing, sifting or escaping of Solid Waste, Recyclable Materials, Compostables, liquids, vehicle fluids, or lubricants from the vehicle, onto private property and public streets while stationary or in transit, excepting:
    - (1) The normal leakage of fluids or lubricants typically associated with properly maintained vehicles; and
    - (2) Leakage of fluid or lubricant due to equipment failure provided that the failure is immediately contained and remedied as soon as practicable. (D/D, per vehicle)
  - c. **Vehicle Inventory.** The Franchisee shall provide the City with an inventory of vehicles used within the City. The list shall include vehicle ODOT and Oregon plate numbers. (D/I)
  - d. *(Reserved) Fleet Replacement Schedule.*
  - e. **Covers for Open-Body Vehicles.** All open-body collection vehicles shall have a cover, which may be either an integral part of the vehicle or a separate cover. These covers shall be used while in transit, to contain material and prevent it from being blown from the truck. (B/I)

- f. **Vehicle Identification.** All collection vehicles shall display a unique identifying number, the company name and telephone number prominently and conspicuously on both sides of the vehicle. Before a new or used vehicle is put into service the vehicle must include all required identifications. All vehicles shall have current, valid registration with the State of Oregon and all drivers shall possess a current, valid commercial driver's license if required for the vehicle type. (D/D)
  - g. **Compliance with Law.** The Franchisee shall comply with all applicable federal, state and local laws and regulations relating to driving, transportation, and Solid Waste and Recyclable Material collection and disposal.
  - h. **Facilities for Storage, Maintenance and Parking.** Facilities for storage, maintenance, and parking of any Solid Waste, Recycling or Compostables collection vehicles, Receptacles, or other equipment shall comply with all applicable zoning ordinances and any other applicable local and state statutes, ordinances and regulations.
  - i. **Compactors.** Stationary Compactors shall comply with applicable federal, state and local safety regulations. A person who wishes services for a Compactor should, prior to acquisition of such Compactor, inquire of the Franchisee as to compatibility with the Franchisee's equipment or equipment that the Franchisee is willing to acquire. The Customer shall be responsible for insuring compatibility with the Franchisee's equipment and all costs of retrofitting any collection equipment shall be the responsibility of the owner of the Compactor.
  - j. **Processing and Storage Yards.** Any Processing and storage of Recyclable Materials or Compostables shall be undertaken in a location suitable and adequate for such activity. Processing and storage facilities shall comply with all applicable zoning ordinances and any other applicable local and state statutes, ordinances and regulations.
7. **Customer Service - Office Procedures**
- a. **Franchisee Telephone Requirements.**
    - (1) Franchisees shall have office staff, an answering machine or answering service available to accept Customer calls and complaints at all times. (B/I)
    - (2) **Emergency Phone Numbers.** Franchisees shall provide the City with a current telephone number where they can be reached in emergencies outside their office hours. (D/I)
  - b. **Type and Number of Phone Lines Required/Fax Capability.** Phone lines must be dedicated business toll free phone lines with the Franchisee's business name listed as a business in the telephone directory. A Franchisee must maintain at least one dedicated telephone line for every 2,000 Customers (or fraction exceeding 10%). All Franchisees must have toll-free facsimile capability at their office not requiring advance notice of transmission. (B/I)

- c. **Electronic Mail Capability.** Franchisees shall have electronic mail (email) to receive email from the City. The email must be capable of receiving, opening and printing documents sent in a PDF format. Franchisees must provide the City with one email address. Franchisees are not required to provide Customers with an email address. (D/I)
- d. **Notifications**
  - (1) The Franchisee shall notify the City of anticipated changes in routes, business name, addresses, phone numbers, fax number and email address for any facilities regulated by these rules, including but not limited to office, mailing address, yard location(s), and after-hours phone number. Such notice shall be provided to the City in writing no less than ten business days prior to such a change. (C/I)
  - (2) The Franchisee shall notify the City in writing of changes in company contact persons and responsible officials within one week after such changes. (D/I)
- e. **Resolution of Customer Complaints and Inquiries**
  - (1) **Franchisee Demeanor.** Both office and on-route staff shall be knowledgeable and courteous in answering Customer information requests and resolving Customer complaints regarding Solid Waste, Recyclable Material and Compostable Material collection. The Franchisee and its employees shall not use foul or abusive language. In evaluating complaints regarding discourteous behavior, the City's decision may be based on whether or not a reasonable person would find the actions or response of the Franchisee in violation of community standards for courtesy. (D/I)
  - (2) **Response to Customer Calls and Complaints.** The Franchisee shall respond to Customer calls and complaints within 24 hours of receipt of the call or if the day after the incoming call is not a business day, then by noon on the following business day. If a Customer's call is answered by an answering machine, the Customer shall be informed of and provided with the option of leaving a message at the conclusion of the outgoing message. Email or fax received from the City or a Customer must be responded to within the same time period unless otherwise stated in the content of the email or fax. (E/I)
  - (3) **Complaint Log.** Each Franchisee shall maintain a record of all complaints made to that Franchisee. This complaint log shall include the address and phone number of the complainant; the date, time, and manner in which the complaint was received (phone, email, etc.); a summary of complaint and a description of its resolution. The records of complaints shall be available to the City for inspection at any time during normal business hours. The Franchisee shall provide the telephone number of the Mayor or the Mayor's designee's upon request. Complaint records shall be maintained on the Franchisee's premises for two years. (E/I)
- f. **Compliance with Applicable Ordinances and Laws.** Each Franchisee shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations relating to employment.

8. **Customer Service - New Accounts, Service Level Changes, Termination.**

- a. **New Customer Information.** Within seven calendar days of a Customer's initial call, a Franchisee shall provide the Customer with information that is reasonable to permit the Customer to make a reasoned choice of service. This information shall include information on Solid Waste, Recyclable Materials and Compostables service options; rates for these services including an explanation of extra charges; a list of Recyclable Materials collected; the schedule of collection; and the proper method of preparing materials for collection. Franchisees shall actively assist the Customer in making the final service level selection.
- b. **Notice of Change in Schedule.** Franchisees shall provide notice of changes in regular collection schedules or any other pertinent information with a minimum notice of seven calendar days. Notice shall be in the form of written material sent to the delivery address via regular first class postal service. Franchisees can personally deliver to all affected Residential service addresses by securely fastening notices to Containers, fence-posts, or doors in a conspicuous location. They shall be packaged in a manner that protects them from the elements for a reasonable period of time. (B/C)

9. **Billing and Rates.**

- a. **Established Rates.** Franchisees shall charge the City established rate for each level of service and a reasonable rate for services for which the City has not established a rate. (A/C)
- b. **Billing Period.** Except in cases of Customers that qualify as credit risks, Franchisees shall bill Customers not more than sixty (60) days in advance of the end of the service period or sixty (60) days in arrears of the beginning of the service period. (C/C)
- c. **Billing Due Date.** Payments shall not be due more than thirty-one (31) days before the end of the service period being billed, nor less than fourteen (14) days after the date of the postmark of the billing. (C/C)
- d. **Statement Contents.** The statement shall contain the following minimum elements: service address, dates of services being billed, and the billing rate for the Customer's service level. The statement will also give an itemized total of any additional charges incurred during the billing period including: specials, extras, replacement bin/cart charges, overdue account service charges, if any, the total amount due, and the day payment is due and any amount brought forward. In addition, the statement shall contain the Franchisee name, address and phone number. (C/C)
- e. **Payment Responsibility.** Customers must pay their invoices within the due dates specified by the Franchisee, as long as the Franchisee has submitted a collection plan with the City and has received the City's approval of the plan. Customers who do not pay the amount due within terms are subject to service cancellation and collection actions.

- f. **Refusal of Service.** Franchisees may refuse collection service to any Customer if the Customer has not paid a bill, unless the Customer has initiated a formal dispute within thirty (30) days of the billing due date. In no event, however, shall a Franchisee suspend service without first notifying the Customer in writing not less than seven calendar days prior to the date of intended suspension of service. The Franchisee may assess and receive City-approved re-start and collection fees from the Customer prior to resuming service. (C/I)
- g. **Notification of Missed Collection or Billing Errors.** Customers are responsible for prompt notification of the Franchisee when problems arise such as apparent missed collections or billing errors. Customers must notify the Franchisee regarding obvious billing errors, such as improperly charged extras, within sixty (60) days of receipt of an original invoice in order to receive credit. Customers may not deduct from payment for past missed pickups.
- h. **Credit Risk Customers.** New Customers that do not meet the credit guidelines submitted by the Franchisee and approved by the City, and Customers who require suspension of service for non-payment of account two or more times within a calendar year may be considered credit risks. The Franchisee is responsible to select a credit policy that complies with all laws and to apply the policy uniformly throughout its Customer base. (C/I) Franchisees may handle credit risk Customers in one of two ways:
  - (1) **Advance Billing:** Franchisees may bill credit risk Customers up to two months in advance of service, at the service level requested by the Customer, with the basic two month rate due in full by the time of the Customer's next collection. If payment has not been received by that time, the Franchisee is not obligated to provide service to the Customer, effective immediately. Franchisee may continue this Advanced Billing procedure until the Customer has consistently paid bills completely and on time for a period of twelve (12) months. After one year of prompt payment, the Customer shall be reclassified to regular status.
  - (2) **Deposit:** A Franchisee may charge a deposit of two months revenue. The deposit must be returned to the Customer after one year of consistent prompt payment.
- i. **Late Fees/Service Charges.** Franchisees may assess late fees and service charges, including interest and other charges related to the cost of collecting overdue payments on accounts not paid by their due dates. Such charges shall be reasonable and approved by the City in advance. Charges may not be imposed earlier than ten days before the end of the service period being billed, or ten days after the due date, whichever is later. (D/C)
- j. **Vacation Credit.** The Customer is responsible for requesting a vacation credit from the Franchisee. Vacation credits are available only for periods of at least two consecutive weeks and must be requested at least 48 hours in advance of the first pickup that is scheduled during the vacation period. Vacation credits shall be allowed up to three (3) times per calendar year. (C/I)
- k. **Fees for Start/Stop Service, Change of Service Levels, Refunds.**

- (1) Commercial Customers are eligible to request one cleaning of their organics Receptacle per year at no additional charge. Additional cleanings or non-organics Receptacle cleaning will be charged at the special services rate.
  - (2) *(Reserved) Start Up Fee or Deposit.*
  - (3) *(Reserved) Change of Service.*
  - (4) *(Reserved) Roll Cart Delivery Fee.*
  - (5) *(Reserved) Payment for Service Less Frequent than Monthly.*
  - (6) *(Reserved) Pro-Rate Start and Stop Service.*
  - (7) *(Reserved) Reinstatement Fee.*
10. **Customer Education and Promotion.** The Franchisee shall participate in City-directed promotion and education efforts as outlined below. All information on preparation of Recyclables shall be provided by the City or reviewed and approved by the City.
- a. **Distribution of City Provided Information and Education Notices.** Franchisees shall distribute City-provided information and education notices to all Customers. The notices shall be distributed within a reasonable time specified by the City and according to delivery instructions provided by the City. (B/C)
  - b. **Adding Franchisee Name & Phone Number to City Provided Materials.** Franchisees are responsible for printing their name and telephone number on City-provided materials that are created with a space dedicated for that purpose. (C/C)
  - c. **Provide City Advanced Copies of Materials to be Distributed.** Franchisees shall notify the City when considering Franchise-wide promotional or educational activities and provide the City with advance copies of materials to be distributed to Customers. Franchisees must receive the City's approval prior to distribution in order to assure consistency with City-wide policy. (C/C)
  - d. **Address List.** Franchisee shall provide to the City with a Customer service address list by within 10 business days of request/in electronic format for City mailings. Lists must be submitted electronically, preferably in an Excel (.xls) format. (B/I)
  - e. **Customer List.** Franchisees are required to provide the City with a complete Customer list within 10 business days of request. Lists must be submitted electronically, preferably in an Excel (.xls) format. (B/I)

## F. FRANCHISEE REPORTING AND COMMUNICATION

1. **Annual Reports (Detailed Cost Report).** The Annual Report (Detailed Cost Report) will ask Franchisees to detail revenues and expenses (allowable and unallowable) in an income statement format, and provide a variety of information about Customer counts, service levels, disposal volumes, and Recycling and Compostable Material collection activities. The information submitted will be exempt from disclosure as a public record to the extent allowed by Oregon Law. While direct charge of allowable expenses is preferred, it is understood that many Franchisees provide service in areas outside the City of Beaverton. Consequently, allocations to the City are necessary for most allowable expenses. The majority of expenses incurred by a collection company can be associated with one of the following key allocation bases:
  - a. **Truck Hours**—The number of hours that collection vehicles are operated within an area throughout the year.
  - b. **Labor Hours**—The number of paid hours for collection personnel.
  - c. **Customer Count**—The number of Customers at each service level. The City may reasonably weight Customer counts for particular expense items to better reflect the cost of service. For example, a Drop Box Customer with on-call service utilizes more administrative time than a typical Commercial Customer.
  - d. **Disposal Volume**—The number of yards or tons collected within an area.
  - e. **Revenue**—The amount of revenues generated within an area.
  - f. **Equipment and Depreciation.** The City shall set the standard economic lives of equipment based upon industry input and prevailing practices.
  - g. **Allocated Operations.** Franchisees shall report totals for all operations that share significant operational, management and administrative expenses with the Beaverton Franchise. Resources allocated from regional or corporate offices or affiliates shall be distributed to appropriate expense line items, and shall also be disclosed in a schedule describing total allocations and their distribution to individual expense line items. All allocations from affiliated companies must be described and must be equal to or less than the Fair Market Value of similar goods and services purchased from a third party.
2. **Program Meetings.** As scheduled by the City, Franchisees shall attend program status meetings. The City will provide reasonable advance notice of required meetings by phone, email, facsimile or mailed notices.
3. *(Reserved) New Construction Plan Review.*

## Appendices

### **Appendix A Required Elements of Bins Provided to Residential Customers by Franchisees**

Franchisees shall provide one recycling bin to each customer household for collecting glass. Each bin shall meet the following requirements.

1. Each bin shall have a volume of no less than 1.8 cubic feet (13.5 US gallons) and no more than 2.1 cubic feet (16 US gallons).
2. The minimum interior bottom dimensions are 12" and 17".
3. The bin is to be rectangular shaped (not round).
4. The bin shall have a handle at least on each end.
5. The bins shall be manufactured from high density polyethylene and will contain a minimum of 25 percent by weight post-consumer recycled (PCR) content. Upon City request, a Franchisee must supply the City with a letter from the vendor certifying that the PCR resin meets this 25% standard.
6. There shall be at least four ½ inch drain holes in the bottom surface of the bin, with uninterrupted drainage retention canals.
7. On one of the short ends of the bin, the Franchisee may place a sticker or hot-stamped printing giving the Franchisee's name and phone number. Any such message shall be in at least 36 point type, with a high contrast between text and background colors.
8. Bins shall be red.

**Appendix B**  
**Required Elements of Carts Provided to Customers by Franchisees**

*Reserved*

## Appendix C

### Guidelines for Haulers When Dealing With Suspected Overweight Commercial Containers.

City of Beaverton Administrative Rules section E.1.k(1) specifies the maximum weight allowed for Commercial Containers.

#### Overweight Containers:

If a hauler suspects that a Commercial Container exceeds the specified weight limit defined by City of Beaverton Administrative Rules, the hauler should

1. **FIRST, contact the Customer** and explain to them that you suspect that the Container is overweight. Give them the option of adjusting service days or increasing service levels to better accommodate their needs. If the Customer requests documentation of the overweight Containers, proceed to Step Two.
2. **SECOND, obtain weight tickets if requested.**
  - The hauler must provide the Customer with at least two weight tickets documenting that the Container was overweight. For example, if the Container appears to be overweight on Mondays, the hauler must document this for two consecutive Mondays to demonstrate that it is a continuous occurrence and not a one-time issue. One measurement does not show enough of a pattern to constitute a service adjustment.
  - This weight ticket can be from an unmanned scale such as Far West Fibers. If possible, the hauler should document the scale reading with photos.
  - If the Customer wants an official weight slip from a staffed scale (Metro or similar facility), the hauler must inform the Customer of the charges associated with this. If the hauler takes a Container to a Metro transfer station to be weighed, and the Container is found to be overweight, the Customer will pay for the hauler's travel time to and from the transfer station at the Special Services Rate. If the Container is found to **NOT** be overweight, the hauler will pay for the cost of the trip. This caveat ensures that the hauler truly believes the Container is overweight.
  - In addition, the hauler has the option of charging the Commercial Overcapacity fee per cubic yard for each occurrence of a documented overweight Container. The hauler **CANNOT** change service levels without direct authorization from the Customer. If the Customer refuses to change service, the hauler should resort to Step Three below.

3. **THIRD, refuse to pick up the load.** If the Customer refuses to change service after being provided with proper documentation, the hauler can refuse to pick up the load. The hauler must inform the Customer on the day of refusal that their Container exceeds the weight limits set by the City of Beaverton, and therefore the hauler will not pick up the load. Customers can either separate the materials and adjust the contents of the Container to be within the appropriate weight range or agree to pay extra charges to the hauler to deal with the overweight materials in the Container.

**ADOPTION OF CITY OF BEAVERTON ADMINISTRATIVE RULES FOR SOLID WASTE AND RECYCLING**

Public comment on the adoption of these Rules was accepted from January 22-26, 2018, with public notice being given in the *The Valley Times*.

ATTEST:

Scott Keller 1/29/2018  
Senior Program Manager and Date

Erin Orr 1/29/2018  
Program Coordinator and Date

Under authority of Beaverton Code 4.08.205, the Mayor is authorized to adopt rules, procedures and forms to implement provisions of the Solid Waste and Recycling Ordinance regulating the collection and disposal of Solid Waste, Recycling and Compostables within the City of Beaverton.

Approved by the Mayor this 6<sup>th</sup> day of February, 2018.

APPROVED:

Denny Dale  
Mayor

Approved as to form:  
W. Sku 2/7/18  
City Attorney Date