Bureau of Planning and Sustainability
Innovation. Collaboration. Practical Solutions.

City of Portland, Oregon
Charlie Hales, Mayor • Susan Anderson, Director

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ADMINISTRATIVE RULES
Residential Solid Waste, Recycling & Composting

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*For additional copies, for copies of the rules governing Commercial collection, Business collection, for any electronic copies, or large-type copies, contact the Bureau of Planning and Sustainability at 503-823-7202, or email wasteinfo@portlandoregon.gov.

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PART 1.0 SCOPE OF RULES

Administrative Rules contained within this document are intended to articulate the standards and expectations for Residential Solid Waste, Recyclables and Compostables collection as authorized in the City Code, Chapter 17.102 and as defined in the Residential Franchise authorized by City Charter under City Ordinance No. 176687,18166 and subsequent amending ordinances.

PART 2.0 ADOPTION AND REVISION OF ADMINISTRATIVE RULES

A. **Director's Authority to Adopt Rules.** Under authority of the City Code, Chapter 17.102, the Director of the Bureau of Planning and Sustainability [hereinafter Director] is authorized to adopt rules, procedures and forms to implement provisions of that Chapter, which regulate the collection and disposal of Residential and Commercial Solid Waste, Recycling and Compostables in the City of Portland.

B. **Adoption and Revision of Rules.**

1. Any rule adopted or revised according to the authority of the City Code shall require a public review process. Not less than ten nor 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.

2. The Bureau of Planning and Sustainability (BPS) shall give notice of the public review process to all neighborhood associations that are recognized by the City Office of Neighborhood Involvement (ONI). At least 60 days in advance of the anticipated adoption date, BPS shall notify those associations by regular mail, or electronic mail of its intent to review the rules, and invite those associations to comment. BPS shall by regular mail, or electronic mail send a notice of the initial public hearing to the same associations not less than ten days before the scheduled hearing.

3. During the public review, the Director or the Director's designee shall hear testimony or receive written comment concerning the proposed rules. The Director 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. If a substantial modification is made, additional public review shall be conducted, but no additional notice shall be required if such additional review is announced at the meeting at which the modification is made. Unless otherwise stated, all rules shall be effective upon adoption by the Director and shall be filed in the Office of the Director.

5. Notwithstanding paragraphs a. and b. and c. of this section, an interim rule may be adopted by the Director without prior notice upon a finding that failure to act promptly will result in serious prejudice to the public interest or the 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 not longer than one year (365 days). Within five Business Days of the adoption of such interim rule, BPS staff shall send notice of the rule to all Neighborhood Associations, persons on the BPS list of parties interested in Residential Administrative Rules, and Franchisees, giving the language of the rule change, describing the purpose of the rule, and inviting comments to be sent to BPS.

PART 3.0 RESIDENTIAL STANDARDS
PART 3.1 RESIDENTIAL DEFINITIONS

1. **"Advertising"** means providing notice through the media or any written information distributed to the public that services provided under the City of Portland franchise are available for compensation.

2. **"Anaerobic Digestion"** refers to a process in which microorganisms break down compostable material in the absence of oxygen to create biogas, which can be computed to generate electricity and heat, or can be processed into natural gas and transportation fuels.

3. "**Approved Compostable Plastic Bag"** means a bag that has been designed to break down safely and rapidly when composted at receiving composting facilities. The City of Portland will maintain an accepted materials list for the residential curbside collection service and will work with receiving composting facilities to review and update the accepted product list. The list shall be available at www.portlandoregon.gov/bps/carts.

4. **"Approved Recycler"** means a Franchisee or other authorized entity that has received BPS approval of its recycling plan for its service territory. "Approved Recycler" includes any employees or other Persons authorized to act on behalf of the Approved Recycler.

5. **"Assessment"** means a civil penalty against a Franchisee, Approved Recycler for an Infraction.

6. **"Assigned Territory"** means an area within the Urban Services Boundary of the City of Portland in which only a hauler designated by the City may collect Solid Waste and Recyclable Materials, including Compostables, from Residential Customers.

7. **"Back-up Vehicles"** are vehicles not intended for collection on a regular basis and driven no more than 3,000 miles in a single calendar year.

8. **"Biodiesel"** is a domestic, renewable fuel for diesel engines comprised of mono-alkyl esters of long chain fatty acids derived from vegetable oils, or animal fats, designated B100, and which meets the specifications of ASTM #D6751-03a "Standard Specification for Biodiesel Fuel (B100) Blend Stock for Distillate Fuels" or revised ASTM specifications.

9. **"Biodiesel Blend"** is a blend of biodiesel fuel meeting the ASTM #D6751-03a or revised ASTM specifications and ASTM #D5453 "Test Method for Determination of Total Sulfur in Light Hydrocarbons, Motor Fuels and Oils by Ultraviolet Fluorescence", or revised ASTM specifications, comprised of biodiesel and ultra-low sulfur diesel fuels blended by a percentage of each individual component. B5 is 5% biodiesel and 95% ultra-low sulfur diesel fuel. B20 is 20% biodiesel and 80% ultra-low sulfur diesel fuel. B50 is 50% biodiesel and 50% ultra-low sulfur diesel fuel. B99 is 99% biodiesel and 1% ultra-low sulfur diesel fuel. B100 is 100% biodiesel.

10. **"BPS"** means the Bureau of Planning and Sustainability.

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

12. **“Business Day”** shall mean Monday through Friday excluding legal holidays, whether or not the Franchisee offers collection service or has their office open on a particular day.

13. **“Calendar Quarter”** shall be the segment of a calendar year from January 1 through March 31, from April 1 through June 30, from July 1 through September 30 or from October 1 through December 31.

14. **“Collect” and “Collection”** shall include accept, accumulate, store, process, transport, market and dispose of as required by City regulations, Metro, state and federal law.

15. “**Commercial Opt In”** shall mean any non-Residential Customer that has a service level as defined in Residence.

16. **“Commercial Vehicles”** are vehicles used for commercial collection more than 50% of the miles they are driven.

17. **“Compostables/Composting”** shall mean Yard Debris, Food Scraps, Food Soiled Paper and Approved Compostable Plastic Bags when source separated for composting.

18. **“Compostables Recycler”** means the Franchisee or the Franchisee’s BPS approved subcontractor for Compostables collection. “Compostables Recycler” includes any employees or other Persons authorized to act on behalf of the Compostables Recycler.

19. **“Composting Process”** is a type of controlled biological decomposition of organic materials. The resulting material is generally used for fertilizing or conditioning soil.

20. **“Curbside”** means located within three (3) feet of the edge of a curb. Where there is no curb, Curbside means within 3 feet of the traveled roadway including areas commonly used for on street parking. This does not allow the Solid Waste, Recycling or Composting container to be placed on the house side of a fence or enclosure even if the container is within three feet of the public street/alley. For Residences on a flag lot, or other private driveway or any private street not meeting the standards, “Curbside” shall be the point where the driveway or private street intersects the public street.

21. **“Customer”** means any individual who receives Solid Waste, Recycling or Composting service at a Residence, or Commercial Opt In within the Franchise Territory. Commercial Opt In shall mean any non-Residential Customer within Franchisee’s Franchise Territory that subscribes to a service level as established in the residential rate schedule. Container weight, hours of collection pick up, and set out collection standards for these non-Residential Customers shall be the same as that of a dwelling that is four plex or smaller. In all cases, Commercial Opt In will be limited to the same service level as defined in Residence. An individual need not be the Person receiving the bill for such service to be considered a “Customer.” For rental properties where the owner of the property has subscribed for service, the owner shall be considered the “Customer.”

22. **“Disabled Customer”** To qualify for non-Curbside collection at no extra charge, a Customer must meet one of the following criteria and have no one in the household capable of placing the can, cart(s) or bin at Curbside.

    a. Meet the eligibility criteria established by the State of Oregon, Department of Motor Vehicles for handicapped parking;
    b. Supply a signed letter from their physician stating their disability; or

c. Supply a BPS provided disability form signed by a physician, medical or social worker.

23. **"Disposal"** means land filling, illegal dumping, burning, municipal waste incineration, and mixed waste composting.

24. **"Financial Interest"** A Person has a "Financial Interest" in a business if the activities of the business result in a pecuniary benefit or detriment to the Person or a member of the Person's household, or to a business with which the Person or a member of the Person's household is associated.

25. **"Flag Lot"** A flag lot is a lot with two distinct parts, the flag where the house is located, and the pole, a narrow strip of land which connects the flag to the public right-of-way and provides the only street frontage for the lot.

26. **"Food Scraps"** means all food, including meat, poultry, seafood, dairy, bread, fruits and vegetables, cheese, eggshells, rice, beans, pasta, coffee grounds and filters, tea bags, bones and other plate scrapings. Food Scraps does not include liquids or large amounts of grease or oil.

27. **"Force Majeure"** means acts of God, landslides, lightning, forest fires, storms, floods, freezing, volcanic eruptions, earthquakes, civil disturbances, acts of terrorism or of the public enemy, wars, blockades, public riots, explosions, shortage of materials and other events which are not reasonably within the control of the Franchisee, the Approved Recycler, Compostables Recycler, or BPS.

28. **"Formal Dispute"** means the resolution process for a disagreement between a Customer and a Franchisee, where the Customer has sought BPS assistance in reaching a resolution and BPS has agreed to assist. It is generally a situation where there is no Infraction also being investigated.

29. **"Franchise Territory"** means an area within the Urban Services Boundary of the City of Portland in which only a City designated hauler may collect Solid Waste and Recyclable Materials, including Compostables, from Residential Customers. A single Franchisee may serve more than one Franchise Territory.

30. **"Franchisee"** means a business that has been awarded a franchise by Ordinance No. 176687, 18166 or subsequent ordinance by the Portland City Council for the collection of Residential Solid Waste and Recyclable Material including Compostables within the Urban Services Boundary of the City of Portland. "Franchisee" includes any employees or other Persons authorized to act on behalf of the Franchisee. Franchisee has a meaning identical to that of "Grantee" as used in the Franchise Agreement. 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 Portland City Council, Subsequent to Ordinance 176687, 18166.

31. **"Health condition related waste"** includes adult incontinence supplies. This definition does not include diapers used by children under the age of four, feminine hygiene products, and all waste that falls under the definition of "Infectious Waste."

32. **"Holiday Weeks"** means any week beginning on Monday and ending on Friday during which Christmas or New Year's Day falls.

33. **"Infectious Waste"** means biological waste, cultures and stocks, pathological wastes, and sharps, as defined in the Oregon Revised Statutes.

34. **“Infraction”** means a failure to comply with City Code or rules promulgated there under. Infractions may be appealed to the City of Portland Code Hearings Officer pursuant to City Code.

35. **“Metro”** shall mean the Metropolitan Service District encompassing Multnomah, Washington and Clackamas counties, as provided for under the Oregon Revised Statutes.

36. **“Non-Compliant Vehicle”** describes collection vehicles in the following situations:
    a. After December 31, 2015, any Residential collection vehicle with an engine older than 12 years of age that has not been fitted with a Diesel Particulate Filter through a Metro grant-funded program.
    b. After December 31, 2018, any Commercial collection vehicle with an engine older than 12 years of age that has not been fitted with a Diesel Particulate Filter through a Metro grant-funded program.
    c. After December 31, 2019, any collection vehicle with an engine older than 12 years of age

37. **“Per Class”** means a designation given to a classification of rules regulating activity where a single Infraction consists of the failure to comply with the rule for a multiple-Customer base rather than for each affected Customer (e.g., for any failure to distribute promotional material provided by BPS).

38. **“Per Day”** means a designation given to a classification of rules regulating activity where a single Infraction consists of the failure to comply with the rule any number of times during a single day, regardless of the number of Customers affected by the Infraction (e.g., collection schedule).

39. **“Per Incident”** means a designation given to a classification of rules regulating activity where a single Infraction consists of the failure to comply with the rule on an individual act, occurrence or Customer basis.

40. **“Person”** means any individual, partnership, association, firm, trust, estate, a public or private corporation, a local government unit, a public agency, the state or any other legal entity.

41. **“Processing”** means an operation where collected Source-Separated Recyclable Materials are sorted, graded, cleaned, shredded, ground, densified or otherwise prepared, treated or converted for end use markets.

42. **“Recyclable Material/Recycling”** includes, but is not limited to: Newspaper, ferrous scrap metal, non-ferrous scrap metal, used motor oil, corrugated cardboard and kraft paper, container glass, aluminum, tin cans, plastic bottles including milk jugs, other plastics as specified in these Rules, magazines, scrap paper, aseptic packaging, gable top paper cartons, aerosol cans, phone books, Compostables and other materials as may be designated by BPS.

43. **“Recycling Process”** means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from or otherwise diverted from the Solid Waste stream: (1) for use in the form of raw materials in the manufacture of new products other than fuel, and (2) in the case of Source Separated wood waste which has no material use, for use as fuel. “Recycling” includes Anaerobic Digestion, Vermicomposting or Composting of Source Separated organics but not composting of mixed waste.

44. **“Residence”** means any dwelling in the Franchise Territory that is a four-plex or smaller, regardless of whether it has subscribed for waste collection, or has waste collection in individual cans, carts or containers. Multifamily dwellings such as apartment complexes, condominiums, mobile home parks,

or houseboat moorages with four units or fewer on the same tax lot are considered “residences”. Fraternities/sororities are also considered as “residences.” “Residence” does not include any multidwelling building or group of buildings that contain(s) five dwelling units or more on a single tax lot, such as condominiums, mobile home parks, or houseboat moorages, nor does “Residence” include certified or licensed Residential adult foster care homes. “Residence” does not include any property where over 50% of all occupiable building space is being used for business purposes. Agreements between owners of “Residences” purporting to provide for the collection of Solid Waste and Recyclables on a combined basis do not alter the status of each dwelling unit as a “Residence” for purposes of these rules. Residence shall also include a non-Residential Customer within Grantee's Franchise Territory that subscribes to a single Solid Waste and Recycling can or cart as established in the rate schedule. Container weight, hours of collection pick-up, and set-out collection standards for these non-Residential customers shall be the same as that of a dwelling that is four-plex or smaller.

45. **“Resident”** means any Person living in a “Residence.”

46. **“Residential”** means of or pertaining to “Residence.”

47. **“Residential Vehicles”** are vehicles used for residential collection 50% or more of the miles they are driven.

48. **“Service Level”** shall be any type of regulated service provided to Residential Customers as reflected in the rate schedule.

49. **“Solid Waste”** has the meaning given in the Oregon Revised Statutes, but excluding the following materials, which the Oregon Revised Statutes definition includes:

    a. Sewage sludge, septic tank and cesspool dumpings or other sludge;
    b. Commercial and industrial wastes;
    c. Discarded or abandoned vehicles; or
    d. Recyclable Material or Compostables which are Source Separated and set out for Recycling purposes.

50. **“Source Separated”** means that the person who last used Recyclable Material separated the Recyclable Material from Solid Waste and kept each material type segregated.

51. **“Ultra-Low Sulfur Diesel”** or ULSD is ASTM #D975-05 or revised ASTM specifications with less than or equal to 15 parts per million (ppm) sulfur. ASTM grade no. 2-D S15 or ASTM grade no. D-1 S15A.

52. **“Vermicomposting”** is a type of controlled biological decomposition which involves using worms to transform Yard Debris or other organic wastes into a product generally used for fertilizing or conditioning land.

53. **“White Goods”** means kitchen or other large appliances which are Bulky Wastes.

54. “**Yard Debris”** means leaves, grass clippings, sod, weeds, vines, vegetative material from the yard, pumpkins, and prunings of no greater than four inches in diameter or 36 inches in length. Large branches (greater than four inches in diameter or more than 36 inches in length), dirt, stumps, metal, rocks, ashes, food, animal waste and household Solid Waste will not be considered Yard Debris.

PART 3.2 RESIDENTIAL SOLID WASTE, RECYCLING & COMPOSTING

Solid Waste, Recycling and Composting Collection Requirements

A. SERVICE RESPONSIBILITY

1. **Solid Waste Subscription**. Solid Waste Franchisee shall make available for subscription all levels of Solid Waste collection service for which the City sets rates to every Residence in its designated Franchise Territory, subject to the limitation below under "Refusal of Service" or any other City Code. The Franchisee shall not intentionally provide Residential Solid Waste collection service to any Residence in another Franchisee's Franchise Territory within the Portland Urban Services Boundary. Any special arrangements made with another Franchisee for provision of Solid Waste collection shall be approved at least five Business Days in advance by BPS, except for provision of a clean up container as outlined in Section A. Number 14 b. **(A/D)*** For Infraction purposes, where the Franchisee has provided Residential service in another Franchisee's Franchise Territory, the initial "day" shall be the day following BPS notification of Franchisee of Alleged service.

2. **Recycling Collection.** Each Franchisee or Approved Recycler shall provide regular weekly Recycling collection for every Customer except on-call. The Franchisee or Approved Recycler shall not intentionally collect Residential Recyclable Material from Residences in another Franchisee or Approved Recycler's Assigned Territory within the Portland Urban Services Boundary except by special arrangement with the affected Franchisee or Approved Recycler. Any special arrangements made with another Franchisee or Approved Recycler for provision of recycling services shall be approved in advance by BPS. **(A/D)***

3. **Composting Collection.** Each franchisee shall provide regular weekly Composting collection for every Customer except on-call. Composting shall be collected weekly on the same day as Solid Waste and Recycling. Duplex through four plex Customers are allowed one cart per account. The Franchisee shall not intentionally collect Compostables from Customers in another Franchisee's Assigned Territory within the Portland Urban Services Boundary except by special arrangement with the affected Franchisee. BPS shall approve any special arrangements made with another Franchisee for provision of Composting collection services in advance. **(A/D)***

4. **Every-four-weeks Solid Waste Collection.** Customers who subscribe to Solid Waste collection every-four-weeks shall be provided with continual regular weekly cart collection of Recyclable Materials and Compostables. **(D/I)***

5. **On-Call Solid Waste Collection.** The rate for on-call Solid Waste collection shall not include collection of Recyclable Material or Compostables. On-call Customers may subscribe separately for these services.

6. **Recycling and Composting Collection at duplex, tri-plex or four-plex.** For Customers at duplexes, tri-plexes and four-plexes, Curbside Recycling collection shall be provided as follows: each duplex shall receive one recycling cart, each tri-plex shall receive two recycling carts and each four-plex shall receive two recycling carts. The Franchisee shall charge the fee established by the City for

Recycling collection for additional carts in the building. Composting Customers shall be provided one cart per account. Customers may subscribe for additional cart(s) at a rate specified by the City.

7. **Collection Schedule**

a. **Collection Days for Solid Waste.** Residential Solid Waste collection service shall be Monday through Friday, except during Holiday Weeks (see Collection on Holidays) when Saturday will be the make-up day for regular Friday routes or by special arrangement with BPS. Solid Waste collection shall be offered every other week, every-four-weeks, or on-call and consistently occur on the same day of the week for a given Customer. 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)***

b. **Change of Schedule for Solid Waste/Recycling/Composting Day.** Franchisees shall provide BPS with advance notification of planned changes to the collection schedule of one or more customers. The notifications shall provide BPS a reasonable and sufficient opportunity to review the planned changes and discuss the plan with franchisee and provide input as needed. Franchisees shall provide a map to BPS showing the proposed new collection schedules in a BPS-approved format; a customer notification plan indicating how and when Franchisee will inform customers of schedule changes and how Franchisee will address any potential service gaps; and a copy of all customer notifications. Notice must be given to all service addresses if different than customer address. In the case of a duplex, tri-plex or four plex, each unit must be notified. Franchisee is responsible for all costs associated with notifying customers of schedule changes and providing them with new collection schedules. **(B/I)***

c. **Time Period Between On-Call Collections.** There shall be at least six weeks (42 calendar days) from one on-call collection to the next.

d. **Collection Days for Recycling and Composting.** Residential Recycling collection service shall be Monday through Friday, except during Holiday Weeks when Saturday will be the make-up day for regular Friday routes or by special arrangement with BPS (see Collection on Holidays). **(D/D)***

e. **Weekly Recycling and Composting Collection.** Recyclable Materials and Compostables shall be collected each week on the same day as every-other-week Solid Waste collection for any given Customer except on-call and Customers with containers serviced by a front load vehicle. **(D/D)***

f. **No Additional Collections between Scheduled Collection Days**
Franchisees shall not provide collections of solid waste, recycling or compostables more frequently than the Customer's subscribed service level. Return trips to remedy missed collections (either Customer or Franchisee responsibility) or delayed collections, e.g. hazardous weather delays or Christmas or New Year's Day delays) are allowable. Special services, such as bulky waste, tires or clean up containers are allowable. Providing an additional collection(s) between scheduled collection days, with the exceptions listed previously, is an Infraction subject to Assessment. **(D/I)**

8. **Collection on Holidays**. There will be no collection on Christmas or New Year's Day for Solid Waste, Recycling or Composting. During Holiday Weeks, make up days shall be the day following each regular collection day beginning with Christmas or New Year's Day and for all remaining days in the

Holiday Week. If the regular collection day is Friday, the make-up day shall be Saturday or by special arrangement in advance with BPS. **(D/D)***

9. **Hours of Collection.** Collection will begin no earlier than 6:00 a.m. and shall be completed by 5:00 p.m. BPS must be notified in advance of collection made after 5:00 p.m. on a particular day. **(D/D)***

   Franchisees and Approved Recyclers must comply with City Code 14A.30.010, which prohibits any excessive or unusually loud sound which disturbs the peace and quiet of any neighborhood or which injures or endangers the comfort, repose, health, peace, or safety of any person.

   Franchisees must comply with City Code 17.102.080 which prohibits the transportation of any garbage or any other Solid Waste through streets in the district bounded by SW Oak Street, SW First Avenue, SW Yamhill Street and SW Tenth Avenue, except between the hours of 10 p.m. and 10 a.m.

10. **Maintaining Passage on Public Streets**. To the greatest extent practicable, the Franchisee and Approved Recycler shall avoid stopping of collection vehicles while collecting Solid Waste and/or Recyclable materials so as to block the passage of other vehicles and pedestrians on public streets and sidewalks. **(D/I)***

11. **Remedy of Reported Missed Collection.**

    a. **Remedy of Reported Missed Collection for Solid Waste Every Other Week Customers.** The Franchisee shall respond promptly to reports of missed collections. In order to receive a remedy for a missed pickup, a Customer must notify the Franchisee or BPS 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 BPS shall be remedied by collecting the materials within 24 hours (excluding Saturdays, Sundays and Christmas and New Year's holidays) of the Customer's or BPS's report. The 24-hour deadline does not apply where the missed collection occurred due to late or improper setout by the Customer. Each such Customer failure must be documented by the Franchisee through a verifiable means such as the maintenance of a logbook for setouts, and in the case of improper setout, by leaving a BPS provided notice. The BPS provided notice shall contain the Franchisee name and phone number. In such cases of documented Customer failure, the Customer reporting the miss shall be offered the option of having a courtesy call back pickup at a rate established by BPS, 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. Courtesy call back must occur within 48 hours (excluding Saturdays, Sundays and Christmas and New Year's holidays) of the Customer's or BPS' report. Customers may not deduct from payment for past missed pickups. Failure to properly remedy a missed collection shall be an Infraction subject to an Assessment. **(D/I)**

    b. **Remedy of Reported Missed Collection for Solid Waste Every Four Weeks Customers.** Where a Customer subscribing to every four week garbage service reports a missed collection, the Franchisee must respond promptly. In order to receive a remedy for a missed pickup, a 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 BPS shall be remedied by collecting the material within 24 hours (excluding Saturdays, Sundays and Christmas and New Year's holidays) of the Customer or BPS's report. Where a Customer subscribing to every four week garbage service reports a missed collection

and the Franchisee documents that the missed collection is due to late or improper setout, the Franchisee shall promptly inform the Customer of the following three options and request that the Customer choose one of the options: **(D/I)***

(1) A courtesy call back at a rate established by the City; Courtesy call back must occur within 48 hours (excluding Saturdays, Sundays and Christmas and New Year's holidays) of the Customer's or BPS' report.

(2) Pickup two weeks later of the Customer's subscribed quantity/volume. Charge for this pickup shall be at a reasonable rate, and any extras shall be charged at the City-established rate; or

(3) Set out the material four weeks later on the customer's next scheduled collection day as an "extra" without an additional charge if such extra setout is a volume no greater than the Customer's current subscribed level of service.

c. **Remedy of Reported Missed Collection of Recyclables.** The Franchisee/Approved Recycler shall respond promptly to reports of missed collections of Recyclables. In order to receive a remedy for a missed pickup, a 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 or Approved Recycler from the Customer or BPS shall be remedied by collecting the Recyclable Material within 24 hours (excluding Saturdays, Sundays, and Christmas and New Year's holidays) of the Customer or BPS's report. This 24-hour deadline does not apply where a missed collection occurs due to late or improper setout by the Customer. Each such Customer failure shall have been documented through a verifiable means such as the maintenance of a logbook for setouts. In the case of improper setout the Franchisee/Approved Recycler shall document by leaving a BPS provided notice, and retaining a copy of the notice. In such a case of documented Customer failure, the Customer reporting the miss shall be asked to set out the material on time on the subsequent scheduled collection day. (D/I)*

d. Remedy of Reported Missed Collection of Compostables. The Franchisee shall respond promptly to reports of missed Compostables collections. In order to receive a remedy for a missed pickup, a 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 BPS shall be remedied by collecting the Compostables no later than 24 hours (excluding Saturdays, Sundays and Christmas and New Years holidays) of the Customer's or BPS's report. This 24-hour deadline does not apply where a missed collection occurs due to late or improper setout by the Customer. Each such Customer failure must be documented, in the case of improper setout, by the Franchisee leaving a BPS provided notice, or, in the case of missing setout, through a verifiable means such as the maintenance of a logbook for setouts. The BPS provided notice must contain the Franchisee's name and phone number. In such documented cases of Customer failure, the Customer reporting the miss shall be offered the option of having a courtesy call back 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 yard debris. Courtesy call back must occur within 48 hours (excluding Saturdays, Sundays and Christmas and New Year's holidays) of the Customer's or BPS' report. Customers may not deduct from payment for past missed pickups. Failure to properly remedy a missed collection shall be an Infraction subject to an Assessment. **(D/I)***

e. **Hazardous Weather Missed Collections.** Collection of Solid Waste, Recycling and Composting missed due to hazardous weather conditions, where postponements have been reported to BPS as required in these Rules, are not considered "missed collections" that must be remedied as outlined in the previous paragraphs.

12. **Point of Collection.**

a. **Point of Collection, Single Family Dwelling.** For single-family dwellings, collection of Solid Waste, Recycling and Composting shall be made at the Curbside (see Definition of Curbside above). For Solid Waste only, Customers may request collection at a location other than Curbside at a rate specified by the City for this non-curbside service. There will be an "excess distance" additional charge for any collection beyond 75 feet from the curb. Non-curbside collection of solid waste is provided at a rate specified by the City except as noted below in 12.c. Point of Collection, Disabled Customers.

b. **Point of Collection, Duplex, Tri-plex and Four-plex.** For duplexes, tri-plexes and four-plexes, collection of Solid Waste, Recycling and Composting shall be made at the Curbside. However, collection of Solid Waste shall be made at a point other than Curbside if the Customer has subscribed to this extra service at a rate specified by the City. Collection of all materials shall be made at a point other than Curbside if the Customer has subscribed to this extra level of service at a rate specified by the City. If collection of containers is made at these units at a place other than the Curbside, each container must be placed in an area where it can be accessed by a continuous paved walkway of at least 36 inches in width, and without going up or down stairs of more than 36 inches total rise or less than 36 inches in width. For cans or roll carts to be considered as one setout of multiple cans or roll carts (rather than a number of single cans or roll carts) they must be placed within 5 feet of each other. Collection of solid waste, recyclables and compostables is provided at a rate specified by the City except as noted below in 12.c. Point of Collection, Disabled Customers.

c. **Point of Collection, Disabled Customers.** Disabled Customers, will be provided with non-Curbside collection of Solid Waste, Recyclable Material and Compostables at no extra charge. The Customer and the Franchisee must mutually agree upon the setout location(s). In most cases the preferred location should be visible from the street. The Franchisee may request that the Customer specify the location in writing prior to the initiation of service. 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. Restrictions to curbside collection on streets that do not meet the requirements as noted below in 12.d. or 12.e. of this Administrative Rule apply to Disabled Customers as well. Failure to provide non-curbside collection to qualifying customers or to negotiate in good faith to find a mutually acceptable setout location shall be an Infraction subject to an Assessment. **(C/I)**

d. **Collection on Private Streets/Criteria for Collection on Private Streets.** 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, 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 14 feet of vertical clearance. The street shall be constructed with a minimum of 3 inches of asphalt over an eight inch crushed base aggregate. On such private streets, the Residents entitled to curb service must have their

address on the private street. Failure to provide Curbside collection to Customers on private streets meeting these standards will be considered an Infraction subject to an Assessment. **(C/I)***

e. **Set Out Location Other Than Curbside on Public Streets**. Haulers may reasonably require that customers use a set out location other than curbside when the City has determined that collection at curbside poses an undue safety risk to collection drivers, residents, or the public. Road conditions such as width, grade and stability will be considered. Haulers are expected to explore all curbside collection options before requesting City approval for a set out location other than curbside on a public street. Failure of a hauler to receive City approval to require a set out location other than curbside will be considered and Infraction subject to an Assessment. **(C/I)**

f. **Collection from Flag Lots.** For Residences on a flag lot, collection shall be the point where the driveway for the residence intersects the public street.

g. **Collection from Public Alleys.** Curbside collection may be provided on a public alley, if the Franchisee or Approved Recycler desires to pick up from the alley.

h. **Collection from In-Ground Cans.** The Franchisee shall not remove a garbage can from an in-ground or sunken location. Any Customer who wishes service at such a location shall be responsible for placement of the can, with lid, above ground.

i. **Ingress and Egress.** Franchisees and Approved Recyclers shall not be required to pass through any doors or gate(s), cross flower beds, go through hedges, cross open lawn, or place themselves in a situation which would jeopardize their health and safety.

j. **Location of Empty Cans/Carts/Containers/Bins.** The Franchisee/Approved Recycler shall return any emptied can(s), cart(s), or bin(s) including Customer provided containers within a close proximity (3 feet) of the location where the Customer placed them. Franchisee may not place any emptied can(s), cart(s) or bin(s) in the driveway or street unless that is where the Customer originally placed them. The Franchisee is responsible to close any can/cart or container as securely as possible to prevent the lid blowing away or rain getting in the can/cart or container. Placing the lid upside down in the can is an acceptable method of securing the lid. **(D/I)***

k. **Collection from Corner Lot.** For Customers with a corner lot, pickup will be on the address side of the Residence, unless otherwise agreed upon by the Customer and the Franchisee.

13. **Hazardous Weather Conditions.** Hazardous weather conditions generally exist on any day when Portland Public Schools are closed or on portions of routes that are located on steep hills where the hazard may exist even though local public schools are open. Franchisees and Approved Recyclers may, when weather conditions make driving or collection hazardous, postpone collections as provided in a, b and c below. The Franchisee and Approved Recycler shall notify BPS by phone message or email to wasteinfo@portlandoregon.gov by noon on the hazardous weather day of the extent that collection schedules are changed. This information supplied to BPS must include geographic areas affected and the anticipated make up day. As the geographic areas or make up schedule change, the Franchisee and Approved Recycler shall update BPS and the outgoing message on their telephone answering machine or service. **(C/D)***

a. **Hazardous Weather Solid Waste Collection.** Where Solid Waste collection must be postponed, the Franchisee must make a safe and reasonable effort to pick up prior to the

Customer's next scheduled collection day. This may include working weekends and overtime, while adhering to ODOT hours of service regulations. Where Solid Waste collection must be postponed to the next scheduled collection day, twice the amount of the Customer's current subscribed level will be collected the following week at no extra charge. **(D/I)***

b. **Hazardous Weather Recycling Collection.** The Franchisee/Approved Recycler will postpone any collection to have been made on these hazardous weather days until the following week's regular collection day. **(D/I)***

c. **Hazardous Weather Composting Collection.** Where Compostables collection must be postponed, the Franchisee must make a safe and reasonable effort to pick up prior to the Customer's next collection day. This may include working weekends and overtime, while adhering to ODOT hours of service regulations. Where Compostables collection must be postponed to the next scheduled collection day, twice the volume of the Customer's Composting roll cart will be collected the following week at no extra charge. **(D/I)***

d. **Hazardous Weather Service Prioritization.** When collections must be postponed, make up collections will prioritize solid waste collection.

14. **Solid Waste Roll Carts/Containers.**

a. **Provision of Solid Waste Roll Carts/Containers.** Franchisee shall provide roll carts or containers to a Customer on the Customer's next scheduled collection day, but in no event later than seven Calendar Days from the time of the Customer request. Where a container of 20-90 gallon capacity is requested, roll carts with semi-automated or automated capability must be provided. All new customer accounts must be provided a roll cart and cannot be started using customer provided cans. The roll cart must be clean when delivered to the Customer. **(B/I)***

i. Lines in roll carts are prohibited as a means of adapting an oversize can to indicate a smaller capacity. **(D/I)***

ii. Liners in roll carts are prohibited as a means of adapting an oversize can to indicate a 35 or 60 gallon capacity. Liners in roll carts as a means of adapting a 35 gallon capacity roll cart to indicate a 20 gallon capacity are allowed. **(D/I)***

iii. By July 1, 2024, all customer-provided containers must be replaced by hauler-provided roll carts that meet the specifications in Exhibit B. **(D/I)***

b. **Clean Up Containers.** The Franchisee may request that a lead-time of no more than four Business Days be given when a Customer requests a Residential Solid Waste clean up container. If the Franchisee cannot provide the container by the end of the four Business Day period of time, the Franchisee must arrange for such service to be provided. Provision of such service by a hauler other than the assigned Franchised hauler shall not be considered a subcontract unless the Solid Waste container is placed at a Customer's Residence for seven days or longer. Containers three yards and larger may be provided by any permitted hauler subject to the provisions of City Code Section 17.102.200. Failure to provide such service, either directly or by referral, within the time limit, is an Infraction subject to an Assessment. **(D/I)***

c. **Specification for Solid Waste Roll Carts and Containers.** Franchisees shall be responsible for purchasing roll carts which meet the specifications set by the City in Exhibit B to these Rules. Failure to meet the roll cart specifications in Exhibit B shall constitute an infraction subject to an Assessment. **(B/I)***

d. **Solid Waste Roll Cart Deposit.** Franchisee may not charge a deposit for Solid Waste roll carts **(D/I)***

e. **Replacement of Lost/Stolen Solid Waste Roll Cart.** The Franchisee shall be responsible for replacing Franchisee provided, BPS approved Solid Waste roll carts that are lost, stolen or no longer at the address to which they were delivered. The Franchisee shall supply replacement cart(s) within seven Calendar Days of Customer's notice. This does not apply to carts that are dropped into the collection vehicle by Franchisee during emptying. Requirements for such incidents are in 3.2.A.14.f of these Administrative Rules. Franchisees may not charge for the replacement of lost or stolen Solid Waste roll carts. Where the cart has been damaged due to Customer negligence, the Franchisee may charge a reasonable replacement charge for the cart. Franchisees may also charge a reasonable replacement fee where a Customer has removed the cart from the Residence. **(D/I)***

f. Replacement of Dropped Can / Roll Cart. Franchisee shall be held responsible for collection drivers dropping a roll cart or Customer provided can or lid into the collection vehicle. If such an incident occurs, Franchisee shall conduct the following actions:

i. Notify the Customer of the dropped can /roll cart. This can be done by a BPS approved tag left on another container at the site address or by a phone call. Notice must be given on the same day as the dropped can /roll cart incident. Franchisee shall document the incident through a verifiable means, such as the logbook for setouts. Documentation shall include the time and method of Franchisee's method(s) of notifying Customer.

ii. Provide reasonable reimbursement or credit if dropped container is a Customer provided can. The age and previous condition of the can shall be taken into account.

iii. At the Franchisee's discretion, the franchisee can allow the Customer to continue to use different Customer provided can or supply the Customer with a roll cart and charge the City established rate for a can of similar capacity. If Franchisee delivers a replacement roll cart the replacement roll cart must be delivered to Customer within 2 business days of the incident.

iv. The Franchisee must update Customer account record to document the incident, the date of replacement roll cart delivery, if any and any reimbursement or credit for the loss of the Customer provided can.

Failure by the Franchisee to complete any of these actions constitutes an Infraction subject to Assessment. **(B/I)**

g. **Damage to Customer's Can Caused by Franchisee.** Franchisee shall be responsible for any damage caused by Franchisee's negligence to Customer's reusable cans and lids in the course of collection, except damage caused by weather or normal wear and tear. The age and previous condition of Customer's can shall be taken into account. Franchisees are also

responsible for damage caused by Franchisee's negligence to Franchisee provided roll carts. **(D/I)***

h. **Solid Waste Container Identification**. All Solid Waste collection containers, provided by the Franchisee shall be clearly identified by displaying the Franchisee's name and telephone number prominently and conspicuously on the container. **(D/I)***

15. **Recycling Bins and Recycling Roll Carts.**

a. **Residential Bin Specifications.** Franchisees and Approved Recyclers shall be responsible for purchasing bins which meet the specifications set by the City in Exhibit A (see Index for location of Exhibit A) to these Rules. Failure to meet the bin specifications in Exhibit A shall constitute an Infraction subject to an Assessment. **(B/I)***

b. **Residential Recycling Roll Cart Specifications.** Franchisees shall be responsible for purchasing roll carts which meet the specifications set by the City in Exhibit B to these Rules. Failure to meet the roll cart specifications in Exhibit B shall constitute an Infraction subject to an Assessment. **(B/I)***

c. **Provision of Recycling Bins.** Upon sign-up of a new waste/recycling Customer, Franchisee shall ensure that the household is provided with one BPS approved recycling bin at no charge. The bins must be clean when delivered to the Customer. **(D/I)***

d. **Provision of Recycling Roll Carts (first delivery).** Recycling roll carts shall be delivered to all new Customers if they are not already at the residence. Each single family Residence shall receive one cart, each duplex shall receive one recycling cart, each tri-plex shall receive two recycling carts and each four-plex shall receive two recycling carts. The Franchisee shall charge the fee established by the City for Recycling collection for additional carts at any property above this prescribed level. Roll Carts shall be delivered to the location where the Customer normally sets their Recycling and Solid Waste. Roll Carts shall not be placed in a manner that blocks the driveway or on lawns other than a parking strip area. Failure to deliver carts within seven Business Days or improper placement upon delivery shall result in an Infraction Assessment. **(B/I)** *

e. **Opt Down Cart Size for Recycling**. Any customer shall, upon request, receive a 35 gallon cart for recycling within seven days of the request. Franchisee shall collect unwanted carts as soon as possible after being notified by a Customer that the cart is not wanted. Recycling roll cart size changes are limited to one per year. **(B/I)***

f. **Franchisee or Approved Recycler to Leave Containers.** The Franchisee/Approved Recycler or Franchisee shall leave at the point of collection the BPS approved Recycling bin, cart and/or any other of the Customer's appropriate reusable containers. Used motor oil containers do not have to be left. **(D/I)***

g. **Damaged Recycling Bins and Carts.** The Approved Recycler or Franchisee shall be responsible for any damage caused by the Franchisee or Approved Recycler to Recycling and Composting roll carts as well as Franchisee provided bins damaged during the course of collection, except damage caused by weather or normal wear and tear. If damage to the BPS approved bin or cart is Customer caused, the Franchisee shall be allowed to charge a reasonable replacement fee for providing another bin or cart(s). Failure to replace such Franchisee/Approved Recycler-damaged Customer bin or carts is an Infraction subject to an Assessment. **(D/I)***

h. **Lost or Stolen Bin and/or Recycling Cart.** The Approved Recycler or Franchisee shall be responsible for replacing BPS approved Recycling bin and carts, which are lost, stolen or no longer located at the address to which they were delivered. The Franchisee shall supply replacement bin and carts within seven Business Days of Customer's notice of missing bin or cart(s). Franchisee shall provide free replacement of one bin and one cart per dwelling unit for any Customer. For a subsequent bin and/or cart for the same Customer, the Franchisee may charge a reasonable rate for replacement. In the case of a bin or cart missing when a Customer has moved out, the Franchisee may bill the former Customer a reasonable rate for replacement or request that the bin and carts are returned to the former service address. Haulers must report on the number of Customers billed for replacement bins and carts on their Quarterly Reports. Failure to replace bins or carts according to these Rules constitutes an Infraction subject to an Assessment. **(D/I)***

i. **Bins and Carts for Residential Customers Only.** The Franchisee shall not use or distribute Residential recycling bins or carts for any non-Residential customer without prior approval of BPS. Customers may subscribe for additional cart(s) at a rate specified by the City. **(C/I)***

j. **Recycling Bin and Cart Deposit.** The Franchisee may not charge a deposit for Recycling bins or roll carts. **(D/I)***

16. **Composting Containers.**

a. **Collection of Compostables.** The Franchisee shall collect all properly prepared Compostables in the Franchisee provided Composting roll cart The Franchisee shall also collect any extra yard debris in a 32 gallon can (or smaller), a 30 gallon kraft paper bag or bundle. The Franchisee shall not collect Yard Debris placed in a plastic bag other than an approved compostable plastic bag. The Franchisee shall collect all Compostables properly placed and set out in the Composting cart. Extra bundles, bags or rigid cans clearly and visibly marked "Yard Debris Only" shall be collected as Yard Debris extras. The Franchisee shall leave at the point of collection the Franchisee provided cart and any Customer provided rigid can that contained extra yard debris. Customers can not opt out of this program, if they choose not to use it; there is no reduction on their bill. **(D/I)***

b. **Residential Composting Roll Cart Specifications.** Franchisees shall be responsible for purchasing roll carts which meet the specifications set by the City in Exhibit B to these Rules. Failure to meet the roll cart specifications in Exhibit B shall constitute an Infraction subject to an Assessment. **(B/I)***

c. **Provision of Composting Carts (first delivery).** Composting carts shall be delivered to all new Customers if they are not already at the residence. Roll Carts shall be delivered to the location the Customer normally sets their Compostables, Recyclable Material and Solid Waste. Roll Carts shall not be placed in a manner that blocks the driveway or on lawns other than a parking strip area. Failure to deliver roll carts within seven Business Days or improper placement upon delivery shall result in an Infraction Assessment. **(B/I)***

d. **Franchisee Provided Composting Roll Carts**. Franchisees shall provide a Composting roll cart to each Customer as follows: One cart for single family, duplex, triplex and 4-plex. Composting roll carts made available by the Franchisee to Customers shall be designed for safe

handling. They shall be clean, non-absorbent, watertight, vector-resistant, durable, easily cleanable, and provided with lids or covers which can be readily removed or opened. The roll cart must be clean when delivered to the Customer. Franchisees shall collect unwanted carts as soon as possible after being notified by a Customer that the Cart is not wanted. Customers may subscribe for additional cart(s) at a rate specified by the City. The Franchisee/Approved Recycler is not required to collect Compostables where they have been set our without at least one BPS approved cart.

e. **Damaged Composting Carts.** The Approved Recycler or Franchisee shall be responsible for any damage caused by the Franchisee/Approved Recycler to Composting roll carts damaged during the course of collection, except damage caused by weather or normal wear and tear. If damage to the BPS approved cart is Customer caused, the Franchisee shall be allowed to charge a reasonable replacement fee for providing another cart. Failure to replace such Franchisee/Approved Recycler-damaged Customer cart is an Infraction subject to an Assessment. **(D/I)***

f. **Opt Down Cart Size for Composting.** Customers without a Franchisee Provided Composting Roll Cart shall, upon request, receive either a 35 gallon cart or 60 gallon cart for composting within seven days of the request. Any Customer shall, upon request, receive a 35 gallon cart for composting within seven days of the request. Franchisee shall collect unwanted carts as soon as possible after being notified by a Customer that the cart is not wanted. Composting roll cart size changes are limited to one per year. **(B/I)***

g. **Lost or Stolen Composting Cart.** The Franchisee shall be responsible for replacing BPS approved Composting carts, which are stolen or no longer located at the address to which they were delivered. The Franchisee shall supply replacement carts within seven Business Days of Customer's notice of missing cart. Franchisee shall provide free replacement of one cart per Customer. For a subsequent cart for the same Customer, the Franchisee may charge a reasonable rate for replacement. In the case of a cart missing when a Customer has moved out, the Franchisee may bill the former Customer or request that the cart be returned to the former service address. Franchisees must report on the number of Customers billed for replacement carts on their Quarterly Reports. Failure to replace a cart according to these Rules constitutes an Infraction subject to an Assessment. **(D/I)***

h. **Composting Carts for Residential Customers Only.** The Franchisee shall not use or distribute Composting carts for any non-Residential customer without prior approval of BPS. **(C/I)***

i. **Composting Roll Cart Deposit.** The Franchisee may not charge a deposit for roll carts for Compostables. **(D/I)***

j. **Damage to Customer Can/Containers.** The Franchisee shall be responsible for any damage caused by the Franchisee to reusable cans and protective covers in the course of collection, except damage caused by weather or normal wear and tear. **(D/I)***

17. **Transporting and Delivery of Source-Separated Recyclables and Recycling Disposal Prohibition.**

a. **Transporting and Delivery of Source-Separated Recyclables.** The Franchisee/Approved Recycler is responsible for transporting and delivery of source-separated materials for Recycling. The Franchisee/Approved Recycler shall ensure that all collected

recyclables are delivered to a processor or broker of Recyclable Materials or to an end-use market. BPS prohibits the Franchisee/Approved Recycler from delivering or causing to be delivered any collected Recyclable Materials for Disposal except by prior BPS approval. **(A/I)***

b. **Placement of Properly Prepared Recyclables into a Solid Waste Container.** 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)***

c. **Collection of Glass.** Franchisees**/**Approved Recyclers 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. **(B/I)***

18. **Transporting and Delivery of Source-Separated Compostables Disposal Prohibition.**

a. **Transporting and Delivery of Source-Separated Compostables.** The Franchisee is responsible for transporting and delivery of Source-Separated Compostables for Recycling or Composting. The Franchisee shall ensure that all collected Compostables are delivered for beneficial use, including

1.) composting by a facility that has a current Metro compost license for Type 3 feedstocks, an Oregon Department of Environmental Quality compost permit or registration, or is licensed as a composter by the State of Washington, or

2.) a reload facility licensed by Metro, or

3.) for animal feed by facilities regulated by the Oregon Department of Agriculture or the Washington State Department of Agriculture, or

4.) use as hog fuel in the case of woody waste.

The Franchisee is prohibited from delivering, or causing to be delivered, any collected Yard Debris for Disposal except by prior approval by BPS. **(A/I)***

b. **Placement of Properly Prepared Compostables into a Solid Waste Container.** Placement of properly prepared Compostables which have been separated and set out for Recycling, 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 an Infraction subject to an Assessment. **(A/I)***

19. **Collection of Source Separated Recyclable Material.**

The Approved Recycler or Franchisee shall collect the following material set out for collection, so long as the materials are properly prepared. Materials that are prepared according to these instructions and current customer preparation requirements printed in the *"Curbsider"* are to be considered properly prepared Recyclable Materials. The Franchisee/Approved Recycler is not required to collect Recyclables where they have been set out without at least one BPS approved bin. (See also the Section on Customer Responsibility.)

BPS's Authority to Add Materials. BPS reserves the authority to add other materials to the list, such as, but not limited to, other plastics. BPS's process for adding materials shall include an assessment on the impact on rates. Franchisees/Approved Recyclers may collect other recyclables not listed below. Rates charged for collection of these optional materials shall be

reasonable by being commensurate with other rates set by the City and shall be reported to BPS upon request. **(D/C)***

a. **Aerosol Cans.** Emptied but not flattened, with plastic lids removed but with nozzle still in place.

b. **Aluminum.** Including aluminum cans, containers and foil with organics removed.

c. **Aseptic Packaging (Drink Boxes).** Straws removed and not included. Containers emptied.

d. **Brown Paper Bags.**

e. **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.

f. **Ferrous Scrap Metal.** A single piece or bundle is limited to 30 inches in size in any direction and 30-lb. Appliances, car parts, and bicycles are not included.

g. **Gable Top Paper Cartons.** Gable-top paper cartons, such as milk, juice and coffee creamer products, emptied and rinsed, caps not included.

h. **Glass.** Rinsed whole bottles and jars, combine all colored and clear glass and place in hauler provided yellow bin, or customer provided rigid plastic container separate from other recyclables and labeled with a “glass-only” sticker that is facing the street at setout. Caps, lids, 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.

i. **Magazines.** Magazines and catalogs printed substantially on glossy paper. Mailing labels are acceptable.

j. **Newspapers.**

k. **Non-Ferrous Scrap Metal.** Any single piece or bundle is limited to 30 inches in size in any direction and 30-lb. Lead acid batteries are excluded.

l. **Phone Books.** Telephone directories distributed by phone directory companies.

m. **Plastics.** Bottles of a six ounce or larger capacity, with a neck or screw-on lid including milk jugs, margarine or yogurt-type tubs— six-oz. or larger capacity; rigid plant pots— four inches diameter or larger; buckets five gallons or smaller. Include with Recyclables. Rinse containers. Discard lids or caps.

n. **Scrap Paper.** Includes household mail, cardboard boxes, 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, post-it-notes, tablet paper or backs, gift wrap (no foil), greeting cards (no foil), and white or colored paper bags,

milk cartons and other gable top cartons and drink boxes. Sticky labels are acceptable. Shredded paper must be contained in a paper bag.

o. **Tin Cans.** Must be rinsed. Ferrous can ends and metal jar/bottle lids may be included.

p. **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. Franchisees are not required to collect more than three gallons of oil per account on any given recycling collection day.

20. **Principal Recyclable Materials List.** Should the Oregon Environmental Quality Commission modify the list of Residential Recyclable Materials under the provisions or the Oregon Revised Statutes for collection of Source-Separated Recyclable Materials, BPS shall add or eliminate, pursuant to applicable procedural requirements, collection of such materials.

21. **Ownership of Recyclable Materials.** All Recyclable Materials placed for Residential Curbside collection shall be owned by and be the responsibility of the Customer up until the time of collection. At the time of collection, all Recyclable Materials placed for Residential Curbside collection shall become the property of the Franchisee/Approved Recycler.

22. **Ownership of Solid Waste.** All Solid Waste placed for Residential collection shall be owned by and be the responsibility of the Customer up until the time of collection. At the time of collection, all Solid Waste placed for Residential collection shall become the property of the Franchisee.

23. **Ownership of Compostables.** All Compostables placed for Residential Curbside collection shall be owned by and is the responsibility of the Customer up until the time of collection. At the time of collection, all Compostables placed for Residential Curbside collection shall become the property of the Franchisee.

24. **Personal Benefit by Franchisee or Approved Recycler.** As the economic value of recyclables helps support program costs, Franchisee and Approved Recycler shall not remove any items from recycling bins or customer recycling containers for their own personal benefit. (**C/I)***

25. **Collection of Source Separated Compostables.** The Franchisee shall collect Compostables prepared according to instructions and properly set out for collection. Compostables that are prepared according to instructions are to be considered properly prepared Recyclable Material. (See also Customer's Responsibility.) **(D/I)**

26. **Improperly Prepared Solid Waste.** When the Franchisee encounters improperly prepared garbage, such as garbage which contains hazardous or otherwise unacceptable material, garbage which is too tightly packed to fall from the can, garbage that is overflowing such that it cannot be collected safely or without spilling on to the ground or unbagged animal waste or kitty litter, the Franchisee is not required to collect the improperly prepared materials. If the Franchisee chooses to collect improperly prepared materials they may charge a fee of one extra can or bag as specified in the rate sheet. Regardless of whether the Franchisee chooses to leave or collect the improperly prepared material, they shall complete a BPS provided notice describing the problem and leave it securely attached to the can/roll cart/container. The date and service address shall be provided on the notice as well as the Franchisee's name and phone number. The Franchisee shall keep a copy of the required notice and documentation and supply the same to BPS upon request.

Failure to provide a copy of such notice to the Customer or BPS shall be an Infraction subject to an Assessment. **(D/I)**

27. **Improperly Prepared Recyclable Materials.** When the Franchisee/Approved Recycler encounters improperly prepared material, materials, which are not listed in Section 19, or a set out not located at Curbside in a cart, the Franchisee/Approved Recycler shall either take the material and leave a BPS provided friendly reminder or follow paragraphs a. b. and c. below.

    a. **Collect Only Properly Prepared Materials.** The Franchisee/Approved Recycler shall collect only properly prepared Recyclable Material placed at Curbside and shall leave any improperly prepared material or materials not listed in Section 19 in a location and manner that it does not constitute a nuisance or mess or is easily blown or scattered. Franchisee/Approved Recycler shall leave behind a BPS provided notice stating why the material was not collected. **(D/I)***

    b. **Leaving a BPS Provided Notice.** The Franchisee/Approved Recycler shall complete a BPS provided notice describing the problem, and leave it on the Customer's cart or securely attached to the material or Customer's front door. The date and service address shall be provided on the notice. The Franchisee/Approved Recycler shall keep a copy of the required notice and documentation and supply the same to BPS upon request. Failure to provide a copy of such notice to the Customer or BPS shall constitute an Infraction subject to an Assessment. **(D/I)***

    c. **Disposal of Improperly Prepared Recyclables at Customer Request.** Except at the request of the Customer, the Franchisee or Approved Recycler shall not mix with Solid Waste any materials placed out as recycling in or next to the recycling bin. **(C/I)***

28. **Improperly Prepared Compostables.** When the 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 BPS Provided Notice**. The Franchisee shall leave the improperly prepared material, and complete a BPS provided notice describing the problem, and leave it on the Customer's can/cart/container or securely attached to the material or to Customer's front door. The date and service address shall be provided on the notice as well as the Franchisee's name and phone number. The Franchisee shall keep a copy of the required notice and documentation and supply the same to BPS upon request. Failure to provide a copy of such notice to the Customer or BPS shall constitute an Infraction Assessment. **(D/I)***

    b. **Disposal of Improperly Prepared Compostables at Customer Request.** The Franchisee shall not mix with Solid Waste any Source-Separated Compostables, which were improperly prepared, unless specifically instructed to do so by the Customer. If the Compostables are 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 pickup to exceed the Customer's existing subscribed level of service. **(C/I)***

29. **Overweight Containers (Solid Waste & Compostables).**

    a. **Non-Collection of Overweight Can/Cart/Container.** The Franchisee is not required to take an overweight container (using weights listed under Customer Responsibility). If the Franchisee chooses to collect the overweight container they may not charge the Customer an

additional fee. If the Franchisee chooses not to collect the overweight container, they shall leave a BPS provided notice describing the problem and listing the weight. The notice must contain the Franchisee's name and phone number. The Franchisee shall keep a copy of the required notice and documentation and supply the same to BPS upon request. Failure to provide notice or documentation to a Customer or BPS upon request is an Infraction subject to an Assessment. **(D/I)***

b. **Remedy of Non-Collection of Overweight Can/Cart/Container.** Where a Franchisee has refused to pick up an overweight container, 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 can/cart/container weight limits apply to each can, cart, container, bundle or other receptacle. Failure to provide pickup of such double amount at no extra cost is an Infraction subject to Assessment. If the customer calls within two business days of the collection date when the container was left, 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)***

30. **Clean Up On Route.** The Franchisee and Approved Recycler shall make a reasonable effort to pick up all material (Solid Waste, Recyclable Material or Compostables) blown or littered during the course of collection subsequent to being set out by the Customer and prior to pickup, unless the problem is a recurring one. If a recurring problem, the Franchisee or Approved Recycler may leave the material at the Residence along with a BPS provided notice describing the problem. The date, address and reason for specifying a particular Residence shall be specified in the notice as well as the Franchisee's or Approved Recycler's name and phone number. A copy of this notice shall be kept and provided to BPS on request. **(D/I)***

B. SYSTEM AND EQUIPMENT REQUIREMENTS

1. **Maintenance and Operation of Equipment.** All Solid Waste, Recycling and Composting collection equipment 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 crew and the public.

2. **Prevention of Leaking and Spilling Loads.** All Solid Waste, Recycling and Composting collection vehicles shall be constructed, loaded, operated and maintained in a manner to reduce to the greatest extent practicable dropping, leaking, blowing, sifting or escaping of Solid Wastes, Recyclable Materials, Compostables, liquids, or the vehicle's fluid, hydraulic fluid or lubricants from the vehicle onto private property and public streets while stationary or in transit, excepting (1) normal leakage of fluid, hydraulic fluid or lubricants typically associated with properly maintained vehicle; and (2) leakage of fluid, hydraulic fluid or lubricants due to equipment failure provided that the failure is immediately corrected and the leakage is cleaned up as soon as practicable. **(D/I)***

3. **Inventory of PUC and Oregon Plate Numbers.** The Franchisee and Approved Recycler shall upon request provide BPS with an inventory of vehicles including current vehicle PUC and/or Oregon plate numbers. **(D/I)***

4. **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 for the vehicle. This cover shall

be used while in transit, except during the transportation of Bulky Wastes, including but not limited to: stoves, refrigerators and similar White Goods. **(B/I)***

5. **Vehicle Identification.** All Solid Waste collection vehicles shall bear a Metro identification tag. In addition, all Solid Waste, Recycling and Composting collection vehicles and trailers shall be clearly identified by displaying the company name and telephone number prominently and conspicuously on both sides of the vehicle. Where a Franchisee has acquired used vehicles, or changed its business name, that Franchisee must update the vehicle identification within 45 days of taking possession. In this case, that Franchisee shall immediately ensure that the phone number on the vehicle will refer callers to the Franchisee currently using the vehicle. **(D/I)***

6. **Compliance with Driving and Transportation Laws and Compliance with Metro and DEQ Requirements.** Franchisee and Approved Recycler shall comply with all applicable federal, state and local laws and regulations relating to driving, transportation, and waste and Recyclable Material collection and disposal.

7. **Processing, Storage Yard and Parking Area Requirements.**

   a. **Compliance with Zoning Ordinances.** 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.

   b. **Facilities for Storage, Maintenance and Parking.** Facilities for storage, maintenance and parking of any Solid Waste, Recycling or Composting vehicles or other equipment shall comply with all applicable zoning ordinances and any other applicable local and state statutes, ordinances and regulations. Service areas for parking, repair, storage or cleaning of vehicles or equipment shall not be located in areas zoned as Residential under local zoning ordinances.

8. **Use of Biodiesel Fuel.** A minimum Biodiesel Blend of B20 shall be used in all Solid Waste, Recycling and Composting collection vehicles. **(B/I)***

9. **Clean and Efficient Fleet Practices; Replacement of Older Collection Vehicles.** By January 1, 2016, all Residential Vehicles shall have engines that are 12 years old or newer. Residential Vehicles that have been retrofitted with a Diesel Particulate Filter through a Metro grant-funded program shall be considered to have 2007 model year engines and will not be required to be replaced until December 31, 2019.
   a. **Reporting Requirements for Non-Compliant Vehicles.** Franchisees who use a Non-Compliant Vehicle to conduct any Residential Collections shall submit a report to BPS by the 7th day following the end of the month in which the Non-Compliant Vehicle was used. When the 7th day falls on a Saturday, Sunday or holiday, the report is due by the next business day. Franchisees who do not use a Non-Compliant Vehicle to conduct any Residential Collections in a given month are not required to submit a report for that month. When required, the data shall be submitted on a form supplied by BPS. Information on the form shall include, but is not restricted to: i) Vehicle Identification Number of each Non-Compliant Vehicle used for Residential Collection; ii) date(s) each Non-Compliant Vehicle was used; iii) miles each Non-Compliant Vehicle was driven on each date. Failure to submit a complete and accurate report by the deadline shall constitute an Infraction, subject to an Assessment. **(C/M)**

   b. **Use of Non-Compliant Vehicle Exceeding Backup Vehicle Limitations.** Franchisees

who use a Non-Compliant Vehicle as a Backup Vehicle in excess of the maximum allowable miles within a single calendar year shall have committed an Infraction, subject to an Assessment. Use of each such vehicle is an Incident in every month that it is used in excess of the allowable annual miles **(A/I)**

C. OTHER SERVICES

1. **Collection of White Goods and Other Bulky Wastes.** Franchisees shall provide for the collection of White Goods and other Bulky Wastes within seven Business days of Customer's request. Rates charged shall be reasonable by being commensurate with other rates set by the City and shall be reported to BPS upon request. **(D/I)***

2. **Collection of Tires.**

   a. **Tire Collection by Franchisee.** Franchisees shall provide for the collection of tires from any Customer in the Franchise Territory, within seven days of request. Franchisee shall acquire any necessary permits for storage or transportation of tires from the Department of Environmental Quality. **(D/I)***

   b. **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 Department of Environmental Quality for the storage of waste tires. **(A/I)***

D. INFECTIOUS AND HAZARDOUS WASTES

1. All Franchisees shall provide Metro Recycling Information's phone number to all Customers for information about the restrictions on Infectious Waste and options available for its collection and disposal.

2. Franchisees may provide collection of Infectious Wastes from Customers within their Franchise Territory, subject to the following restrictions:

   a. Unless specifically licensed by appropriate authorities, Franchisees may not collect Infectious Wastes from Customers who generate more than 50 pounds of Infectious Waste per month.

   b. Collection may be provided directly by the Franchisee or the Franchisee may subcontract for the service. In either case, the Franchisee is responsible for conforming to all applicable regulations, including reporting.

   c. Franchisee may not compact Infectious Wastes; or, place them into a vehicle's compaction compartment for any length of time.

   d. Franchisee is responsible for conforming to all laws and rules including, but not limited to, those of the State of Oregon applying to collection, transportation, storage, treatment and disposal of Infectious Wastes.

e. Rates charged for the collection of Infectious Waste shall be reasonable by being commensurate with charges made by other companies offering similar Infectious Waste collection services in the Portland area. These rates shall be reported to BPS upon request. **(D/I)***

3. **Hazardous Waste.** The Franchisee shall comply with all Federal, State and Metro Regulations applicable to the collection and disposal of hazardous wastes.

E. OFFICE AND PERSONNEL REQUIREMENTS

1. **Employee Training.** The Franchisee and Approved Recycler shall be responsible for training collection crews and office staff. At least two representatives of each Franchisee and Approved Recycler, representing both collection crew and office staff, must participate in training sessions specified and sponsored by BPS not to exceed four hours of training per type (office, collection) per year. Employees of a professional answering service are not required to participate in these sessions. **(C/I)***

2. a. **Franchisee and Approved Recycler Telephone Requirements**. Franchisees and Approved Recyclers shall have office staff or an answering machine or service available for accepting Customer calls and complaints at all times. No later than October 1st, 2013, staff must answer the phone during all business hours or for no fewer than 6 hours between the hours of 8am and 5pm, Monday through Friday. Answering machines or voicemail must have an outgoing message and if they are used for more than lunch hours, breaks and emergencies, must have remote message retrieval capability. 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. **(D/I)***

   b. **Emergency Phone Numbers.** Franchisee and Approved Recycler shall provide BPS with a current telephone number where they can be reached in emergencies outside their office hours. **(D/I)***

3. **Type and Number of Phone Lines Required.** Phone lines must be dedicated business toll free phone lines with the Franchisee's business name listed as a business in the telephone directory. Franchisees must maintain one such line for every 2000 Customers (or fraction exceeding 10%). Approved Recyclers must maintain one such line for each 7500 Customers (or fractions exceeding 10%). These ratios are cumulative. **(B/I)***

4. **Electronic Mail Capability.** Franchisees and Approved Recyclers shall have electronic mail (email) to receive email from BPS. The email must be capable of receiving, opening and printing documents sent in a PDF format Franchisee and Approved Recycler must provide BPS with one main email address. Franchisees are not required to provide Customers with an email address. **(D/I)***

5. **Notifications.**
   a. The franchisee shall notify BPS of anticipated changes in business name, addresses, phone numbers, 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 BPS in writing no less than ten business days prior to such change. **(C/M)***

   b. The franchisee shall notify BPS in writing of changes in company contact persons and responsible officials within one week after such changes. **(D/M)***

6. **Customer Information and Complaint Resolution.**

a. Response to BPS and Customers. Unless prevented by Force Majeure the Franchisee and Approved Recycler shall respond to BPS and Customer calls and e-mails as soon as reasonably possible after receipt. Messages left on a published customer service line during business hours must be returned within 3 business hours of receipt of the call. If the message was left on a day that is not a Business Day, then the call should be returned by noon of the following Business Day. Both office and on-route staff shall be knowledgeable and courteous in answering Customer information requests and resolving Customer complaints regarding Solid Waste, Recycling and Composting collection service. In case of questions or complaints concerning Recycling, the Franchisee shall respond directly to the Customer and is responsible for providing Recycling information and resolution of Recycling complaints. The Franchisee shall not refer callers to the Approved Recycler, if different from Franchisee, but shall work with the Approved Recycler to resolve complaints. Email received from BPS or a Customer must be responded to within the same time period unless otherwise stated in the content of the email. For this deadline to apply to an email sent by a Customer, the Customer must have used an email address published by the Franchisee. **(D/I)***

b. **Determining Discourteous Behavior.** In determining whether the Franchisee or Approved Recycler has been discourteous, BPS shall base its decision on whether or not a reasonable person would find the actions or response of the Franchisee to be discourteous. **(D/I)***

c. **Foul or Abusive Language.** When responding to complaints or otherwise dealing with the public, the Franchisee and Approved Recycler shall not use foul or abusive language. **(B/I)***

d. **Logging of Complaint Calls and Company Actions**. All complaint calls and company actions in response must be recorded in a log noting date, time, address, and complaint and method of resolution. If requested, the City of Portland Curbside Hotline phone number must be supplied to any caller. **(D/I)***

e. **Complaint Resolution Review.** The Franchisee and Approved Recycler shall meet with BPS as often as needed to review complaints and resolutions.

7. **Compliance with Applicable Ordinances and Laws.** Each Franchisee and Approved Recycler shall comply with all applicable federal, state and local laws, ordinances, rules and regulations relating to employment.

F. CUSTOMER RESPONSIBILITY

Each Franchisee shall be responsible for providing its Customers with information about their part in making the Solid Waste/Recycling/Composting system work effectively and efficiently. The information shall cover, at a minimum, the following areas:

1. **Setout Location and Time, Return of Can/Cart/Container/Bin after Collection.** It is the responsibility of the Customer to place Solid Waste/Recycling/Yard Debris at the Curbside, unless the Customer has subscribed to or is eligible for other than Curbside service. Customers should not place cans/carts or containers in an area where they obstruct the sidewalk. The cans/carts or containers must be set out at Curbside prior to 6:00 a.m. on the Customer's designated collection day, unless the Customer has subscribed or is eligible for other than Curbside service. Within 24

hours of collection, the Customer should move emptied can/carts or containers from Curbside into the Customer's yard area.

2. **Recycling to be Set Out in BPS Approved Carts and Bin.** Customers shall use BPS approved carts and a bin (for glass) for Recycling setouts in order to clearly indicate to Recycling collection personnel that material is set out for Recycling. Recycling setouts without a cart are not required to be collected by the Franchisee/Approved Recycler. Customers shall place glass in the Franchisee provided bin or customer provided rigid plastic container labeled with a "glass only" sticker facing the street.

3. **Secure Lightweight Solid Waste Materials.** Customers should place Solid Waste safely and securely to prevent lightweight materials such as ashes, Styrofoam peanuts, kitty litter, sawdust, etc. from blowing away prior to and while being dumped in the collection vehicle or container.

4. **Contents of Cans/Carts/Containers Must Fall Freely.** Contents of Solid Waste, Recycling and Composting cans/roll carts or containers must fall freely. The Franchisee shall not be responsible for digging the contents out of a can/cart or container.

5. **Preparation of Compostables.** Customers shall not use plastic bags (other than approved compostable plastic bags) to contain Compostables. No rocks, metal, ashes, liquids, large amounts of grease or oil, metal, plastic, glass, Styrofoam, pet waste, diapers, freezer boxes, treated wood or branches exceeding 4 inches in diameter or 36 inches in length or household Solid Waste may be placed in the Composting cart or Yard Debris extras. Customers shall follow the City prescribed preparation requirements and rates for Christmas tree collection.

6. **Preparation of Recyclables.** Customers shall not use plastic bags to contain Recyclables. Customers shall not place plastic bags, diapers, Styrofoam, freezer boxes, wood, yard debris, food, or other forms of household Solid Waste in the Recycling cart or glass bin. Customers shall follow the City prescribed preparation requirements for each acceptable recyclable material.

7. **Can/Cart Sizes/Requirements.** All Recycling and Composting carts must be provided by the Franchisee. Any Solid Waste container over 32-gallon capacity must be provided by the Franchisee. Rigid Solid Waste and Yard Debris cans provided by the Customer for extras may not exceed 32 gallons and should be designed for safe handling. Customers who subscribe to 20 gallon can or 32 gallon can service must use a rigid can as the set out for their every other week accumulation of solid waste. The cans should be non-absorbent, watertight, vector-resistant, durable, easily cleanable, and provided with tight-fitting lids or covers which can be readily removed. Cans should be tapered with a smaller bottom than top opening and be equipped with a handhold on the bottom and must have side handles.

8. **Vertical Clearance Non-Curbside.** The Customer must provide for reasonable vertical clearance for any garbage cans picked up away from the Curbside.

9. **Weight Limits.** The maximum weights required to be collected in any single can/cart or container are:

Weights for Cans/Roll Carts, Weights Include Container and Contents:

Size/Type	**Maximum Weight including Container**
Up to and Including 20 gallon customer provided	35 lbs.
Over 20 gallons, up to and including 32 gallon customer provided cans	55 lbs.
Yard Debris (Extras) ♦ Kraft Paper Bag ♦ Bundle	45 lbs.
Franchisee provided roll carts of up to and including 20 gallons	60 lbs
Franchisee provided roll carts of 32-40 gallons	85 lbs.
Franchisee provided roll carts over 40, up to and including 65 gallons(referred to as 65 gallon carts)	135 lbs.
Franchisee provided roll carts over 65, up to and including 96 gallons (referred to as 96 gallon carts)	175 lbs.

10. **Weights and Contents for Containers**. Franchisees are not required to collect Residential containers exceeding 300 pounds gross loaded contents per loose cubic yard. Customer is responsible for limiting weight of the container and its contents to those set by BPS.

11. **Responsibility to Separate Overweight Contents.** When can/roll carts or containers are overweight, it is the Customer's responsibility to separate materials into additional containers or bags so that weight limits are observed.

12. **Marking Extra Yard Debris Cans.** All rigid Customer provided Yard Debris cans for extras shall be clearly and visibly marked with a BPS provided "Yard Debris Only" sticker so as to not confuse them with garbage setouts. The "Yard Debris Only" marking shall be facing the street. Kraft paper bags and bundles do not need to have a sticker.

13. **Requirements for Extra Setout Due to Missed Collection or Postponed Collection.** In cases where a Customer is to be allowed the equivalent of an extra setout on a single pickup day without an additional charge, such as after a missed collection or a postponed collection due to hazardous weather, it is the Customer's responsibility to fill cans so that they meet weight limits and their contents fall out freely.

14. **Infectious Waste Setout.** Customers are responsible for placing Infectious Wastes including hypodermic needles in appropriate containers. Customers should not place these items into cans/roll carts or containers for collection with Solid Waste, Recyclable Material or Compostables. Customer should contact Franchisee for information on proper disposal options.

15. **Collection of Liquids/Animal Wastes/Kitty Litter.** Customer shall not place liquids for collection with Solid Waste. Animal waste and kitty litter must be bagged separately before placing with other Solid Waste.

16. **No Hazardous Materials.** Customer shall take appropriate actions to ensure that hazardous materials, chemicals, paint corrosive materials and hot ashes are not put into a can, cart or other container.

17. **No Deduction for Missed Pickup.** Customers cannot deduct from payment for past missed pickups.

18. **Customer Must Notify Franchisee of Problems/Billing Errors.** Customers are responsible for prompt notification of the Franchisee when problems arise such as apparent missed collections or billing errors. For remedy or correction of certain problems, as noted elsewhere in these Rules, notification within a time limit may be required. In resolving Customer billing disputes BPS and the Franchisee are only required to review bills within six months of the current billing cycle.

19. **Ownership of Solid Waste Roll Carts.** Solid Waste roll carts that are provided by the Franchisee shall remain the property of the Franchisee. Solid Waste roll carts are to be left at the Residence when a Customer moves.

20. **Ownership of Recycling Roll Carts, Recycling Bins and Composting Roll Carts.** Recycling roll carts, recycling bins, and composting roll carts, shall be provided only by the Franchisee and remain the property of the Franchisee. All franchisee provided containers are to be left at the Residence when a Customer moves.

21. **Placement of Roll Carts, Non Curbside at Duplex, Tri-Plex and Four-plex.** In the case of duplexes, tri-plexes and four-plexes which subscribe to or are eligible for service other than Curbside service, any roll carts must be placed in an area where they can be accessed by the Franchisee without going up or down stairs of more than 36 inches total rise or less than 36 inches in width.

G. ACCESS FOR INSPECTIONS, DELIVERY OF NOTICES TO FRANCHISEES AND APPROVED RECYCLERS AND RETENTION OF RECORDS

1. **BPS Access to Company Premises, Facilities and Records.** The Franchisee and Approved Recycler shall make all company premises, facilities and records which are related to the Franchise (including but not limited to: offices, vehicles, storage areas, financial records, Customer lists and phone logs and all records related to vehicle maintenance and safety which are required under PUC Motor Carrier Requirements and Regulations and the Oregon Statutes) available for inspection by BPS personnel within 24 hours of BPS notice by telephone. The BPS inspection shall be conducted no earlier than 24 hours after notice is given, and no later than 72 hours after notice is given. During normal working hours, the Franchisee shall make all company premises and facilities accessible to BPS personnel for delivery of any written notices. The 24 hour period excludes Saturdays, Sundays and legal holidays. **(B/I)***

   a. **Collection vehicles** must be accessible for inspections during the normal operating hours for collection, in addition to normal business hours. The 24-hour notice period shall not apply to (1) containers stored in the public right-of-way or (2) when BPS is inspecting a container or vehicle in response to a specific complaint that the Franchisee is allegedly disposing of recyclables with solid waste. **(B/I)***

2. **Changes in Franchisee** and **Approved Recycler Business Name, Address, Phone Numbers, or Email Address.** The Franchisee and/or Approved Recycler shall notify BPS of anticipated changes in business name, address, phone number(s), and email address for any facilities regulated by these Rules, including but not limited to: office, mailing address and yard location(s).

Such notice shall be provided in writing no less than 10 Business Days prior to such change. Franchisee shall also notify Customers as outlined in these Rules. **(D/I)***

3. **Changes in Franchisee and Approved Recycler Contact Person(s).** The Franchisee shall notify BPS of changes in Franchisee contact persons and responsible officials within one week after such changes.

4. **Customer Records Request by BPS /Retention of Records.** All Customer records necessary for delivery of regulated services, accounts receivable and payable, billing documents, customer list, refusal of service or delinquent account notices shall be retained by the Franchisee for a period of not less than two years, except for phone logs, "We Can't Take It" notices and route records, which shall be retained for a minimum of six months. BPS has the right to request any relevant financial and non-financial records, including but not limited to route collection records, phone log records, or Customer statements which include billing dates, extra charges, amounts received or refunded. Information requested by BPS shall be provided to BPS within ten Business Days of a written request or, if BPS makes an inspection as provided in these Rules, the information shall be made available during the inspection. Franchisee will provide records in the format requested by BPS. **(B/I)***

H. RATES and BILLING

1. **Billing to be Done by Franchisee.** All billing, including that for Recycling only and Weekly Composting and Recycling Collection Customers, will be done by the Franchisee.

2. **Established Rates.** Franchisee shall charge the City established rate for each level of service, except for those services for which the City has not established a rate. **(A/C)***

3. **Other Rates.** Where the City has not established a rate, the rates charged shall be reasonable by being commensurate with other rates set by the City or charged by other permitted businesses providing a similar service in the Portland metropolitan region. **(D/C)***

4. **Billing Address for Rental Properties.** Franchisees shall send the bill to the property owner or property manager of residential rental properties. The bill shall be addressed to the property owner and include the service address. The tenant's name shall not appear on the bill.

5. **Billing Period.** Franchisee shall bill Customers for regular service either once per month or once every two months, but shall not bill 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)***

6. **Billing Due Date.** Customer 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 on the billing. **(C/C)***

7. **Content of Billing Statement.** The statement shall contain in writing: service address, dates of service being billed, and the billing rate for the Customer's level of service. 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. For garbage service Customers, the Franchisee shall not itemize the cost of Recycling service in the statement but may

indicate that the cost of Recycling is included in the cost of garbage service. In those areas of the City subject to the terrain charge, a City-provided statement describing the terrain charge shall be printed on the bill. **(C/C)***

8. **Payment Accepted.** The Franchisee shall accept payment by check, money order, and credit card. Customers paying by credit card shall not be required to pay an additional credit card fee. Franchisees shall accept credit card payment by phone. Other payment methods such as online payment or automatic payment through customer's financial institution are also allowed.

9. **Customer/BPS Request for Itemized Statement.** Within five Business Days of a request by the Customer or BPS, Franchisee shall provide an itemized and dated listing of any charges that have been shown in an aggregated form on a statement. **(C/C)***

10. **Extra Can/Bag/Bundle.** Franchisee shall collect cans/bags of a Customer's Solid Waste or cans/bags/bundles of Yard Debris set at the curb as "extras" beyond the Customer's subscribed service level, and shall charge the fee established by the City. Franchisees may not bill for "extras" in advance. Where a Customer has disputed extras and the Franchisee has removed charges, the Franchisee may require that Customer to call in advance if they are going to set out extras. **(D/I)***

11. **Refusal of Service.** Franchisee may refuse Solid Waste, Recycling or Composting collection service to any Customer if the Customer has not paid any bill that is not the subject of a Formal Dispute within thirty (30) days of the billing due date. In no event, however, shall the Franchisee terminate service without first notifying the Customer in writing of the intention to terminate service not less than seven days prior to the date of intended termination of service. For Single Family Dwelling rental properties, the Franchisee shall send a copy of this notification to the resident at the service address in addition to the Customer not less than seven days prior to the date of intended termination of service. Franchisee shall refer disputes to BPS for resolution. Where a portion of the bill is the subject of a Formal Dispute, that portion may not be turned over for collections. Documentation of notice to terminate service shall be kept on file by the Franchisee and shall be submitted by the Franchisee to BPS upon request. Infractions of this paragraph shall include failure by the Franchisee to properly notify Customers or to provide documentation of this notice, or Franchisee turning bills over for collections when they are the subject of a Formal Dispute. **(C/I)***

12. **Credit Risk Special Billing.** Franchisees may vary from Billing Period and Refusal of Service procedures specified elsewhere in these Rules for two types of Customers: new Customers whose credit records do not meet the Franchisee's new BPS approved Customer credit policy, and existing Customers whose payments are consistently late or incomplete. This does not apply to late payments that are or were the subject of Formal Disputes. Franchisees must apply such credit policies and special billing procedures uniformly, and may not discriminate between types of Customers.

    a. To be used in applying a special billing procedure, a Franchisee's new Customer credit policy must have been provided in writing to BPS at least five Business Days in advance of its application. The policy must comply with all laws, and it shall be the Franchisee's duty to determine such compliance. Franchisees must apply such credit policies and special billing procedures uniformly (that is, all new Customers must be required to meet the same test), and may not discriminate between types of Customers. Application of a special billing procedure

where the new Customer credit policy has not been provided in advance to BPS is an Infraction subject to an Assessment. **(D/C)***

b. In any case where special billing procedures are used, the Franchisee must document the Customer's record and related Franchisee actions, and must provide copies of the documentation to BPS upon request. Failure to keep documentation or supply documentation to BPS upon request is an Infraction subject to an Assessment. **(D/I)***

c. Franchisees are allowed to use the following Advance Billing.

1. **Advance Billing for Credit Risks.** The Franchisee choosing this option shall bill the Customer for up to two months 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 Advance Billing procedure until the Customer has consistently paid bills completely and on time for a period of twelve (12) months. Partial or inconsistent application of this procedure is an Infraction subject to an Assessment. **(C/C)***

13. **Inadvertent Billing Delay.** When billing has been delayed due to Franchisee's inadvertent error, the Franchisee may bill for no more than a six month prior period and is required to provide Customers with an extended payment period. The Franchisee may bill the entire amount at one time but must give the Customer the option of a time payment plan. The Franchisee may not require payments more frequent than monthly, or payments greater than the monthly rate for the original services provided. These back payments shall be in addition to the Customer's current billing. (For example, if the Franchisee is four months delayed in billing, the Customer's back payments can be spread over a four-month period.) Franchisees may not impose late charges or finance charges on the time payment plan. If the Customer does not follow the time payment plan, then the Franchisee may treat overdue amounts in the same manner as any other overdue payments as provided in these Rules. **(C/C)***

14. **Late fees/Service Charges.** For accounts not paid by the due date (see above), service charges, including interest and other charges related to cost of collecting overdue payments, may begin not earlier than ten days before the end of the service period being billed, or ten days after the due date, whichever is later. Such charges shall be reasonable and shall be reported to BPS upon request. Franchisees shall not impose service charges on bill amounts that are the subject of Formal Disputes, unless so ruled by BPS in the decision on the Formal Dispute. Where a Franchisee submits a Customer account to a collection agency for collections, the bill shall be considered paid in full when the Customer pays the collection agency the amount due regardless of what amount the Franchisee receives from the collection agency. **(D/C)***

15. **Fees for Start/Stop Service/Change of Service Level/Refunds.**

a. **Start Up Fee or Deposit.** Except as provided in "Special Billing for Credit Risks," Franchisee shall not charge a start up fee or deposit at the initiation of service. **(C/I)***

b. **Change of Service.** Customers will be allowed two changes of service during any twelve-month period at no cost. Starting and stopping of service is not a change in service. **(C/I)***

c. **Roll Cart Delivery Fee.**

(1.) Solid Waste Roll Carts. Customers requesting the delivery of a solid waste roll cart in excess of one per 12-month period will be charged the roll cart delivery fee established by the City.

(2.) Composting and Recycling Roll Carts. Customers requesting the delivery of a recycling or composting roll cart in excess of an initial roll cart delivery will be charged the roll cart delivery fee established by the City. The first election of a 35 gallon composting roll cart will not be charged a roll cart delivery fee.

(3.) In the instance that a Customer is delivered a substitute roll cart on an interim basis, the roll cart delivery fee will not apply. **(C/I)***

d. **Roll Cart Cleaning Fee.** Customers requesting cleaning of hauler provided roll carts shall contact the hauler directly for this service. This Customer will be charged the "roll cart delivery fee" for this service. **(C/I)***

e. **Effective Date of Service Level Changes.** All service level changes shall be effective at the beginning of a month.

f. **Payment for Service Less Frequent than Monthly.** Franchisees may require payment at time of service for on-call services.

g. **Pro-Rate Start and Stop Service.** Starting and stopping of service is not a change in the service level, therefore, billing charges will be pro-rated the appropriate percentage to reflect the actual start and stop dates. **(C/I)***

16. **Reinstatement Fee.** A reasonable reinstatement fee may be charged to Customers who are terminated for nonpayment. **(C/I)***

17. **Vacation Credit.** A vacation credit shall be given for Customers who stop service for a period of two consecutive weeks or longer. Vacation credits shall be limited to three (3) per calendar year. **(C/I)***

18. **Refunds Due to Customer.** Any refunds due to a customer shall be made within 30 days of the Franchisee being informed or discovering that a refund is required. **(D/I)***

19. **Low Income Health Related Financial Assistance.** Customers generating health condition related waste from their residence, meeting specified income criteria, may apply for financial assistance from the City. Eligible Customers will be allowed a garbage service level upgrade for health condition related waste, which the franchised hauler will provide at no additional charge to the Customer.

I. FORMAL DISPUTE RESOLUTION

1. Upon Franchisee's receipt of any dispute from a Customer about any bill, charge, or service, excluding property damage, the Franchisee shall thoroughly investigate the matter and promptly report the results of its investigation to the Customer.

2. If a dispute is not resolved by the Franchisee to the Customer's satisfaction, the Franchisee shall inform the Customer of the BPS Solid Waste and Recycling dispute resolution procedures and the BPS Curbside Hotline phone number, email and address: (503) 823-7202, c/o 1900 SW 4th Ave., Suite 7100, Portland, OR 97201, wasteinfo@portlandoregon.gov.

3. Upon request by the Customer or the Franchisee, BPS shall assist the Customer and the Franchisee in an effort to reach an informal resolution of the dispute.

4. If such a dispute cannot be resolved informally within 20 days after BPS is notified of the dispute, BPS shall advise the Customer in writing of the Customer's choice between two options: (1) The Customer may continue to negotiate independently with Franchisee, risking a cutoff of service if payment is overdue, or (2) the Customer may request that BPS intervene in a Formal Dispute, assigning BPS the authority to make a decision in the Formal Dispute and agreeing to abide by the BPS decision. BPS's written notice to the Customer shall be mailed promptly, and shall include a Formal Dispute Form to be completed by the Customer. Where the Customer chooses to request BPS formal intervention, BPS has the right to refuse to accept the request.

5. In requesting BPS to intervene formally, the Customer shall complete the Formal Dispute Form and return it to BPS within 15 days of the postmark of BPS's written notice. On the Formal Dispute Form, the Customer shall state the Customer's account of the facts of the dispute and the relief requested or decision sought. BPS shall notify the affected Franchisee within five Business Days of BPS's receipt of such request, transmitting copies of the Customer's completed request form and other information submitted by the Customer. The Franchisee shall respond in writing within 15 days of the postmark of this material. The Franchisee's written response shall include the Franchisee's account of the facts of the dispute and the relief requested or decision sought.

6. BPS shall make a decision within 10 Business Days of receipt of the Franchisee's written response, or the deadline for the response, if no Franchisee response is received. In making this decision BPS shall seek further information from both parties as needed.

7. BPS's decision is binding on both the Franchisee and the Customer.

8. Pending resolution of the Formal Dispute, the Customer continues to be obligated to pay amounts not involved in the Formal Dispute.

9. A Customer who has a Formal Dispute pending with BPS shall be entitled to continued or restored service provided that:

   a. Formal Dispute exists in which the facts asserted by the Customer entitle the Customer to service.

   b. The Customer diligently pursues resolution under BPS's rules.

10. A Franchisee's failure to restore or continue service according to the preceding paragraphs, or to abide by the terms of BPS's decision, is an Infraction subject to an Assessment. **(D/I)***

J. PROGRAM COORDINATION

1. **Program Status Meetings.** As scheduled by BPS or at the Franchisee or Approved Recycler's request, the Franchisee/Approved Recycler shall attend program status meetings. BPS will provide reasonable advance notice of required meetings by email or mailed notices. **(C/I)***

K. PROMOTION AND EDUCATION

The Franchisee and Approved Recycler shall participate in BPS directed promotion and education efforts as outlined below. All information on preparation of Recyclables shall be provided by BPS or reviewed and approved by BPS.

1. **Distribution of BPS Provided Information and Education Notices.** Franchisees shall distribute BPS provided information and education notices to all Customers and residents of rental property. The notices shall be distributed within a reasonable time period specified by BPS, and according to the delivery instructions provided by BPS. Failure to deliver such information or notices shall be an Infraction subject to an Assessment. Notices are to be distributed only to Customers within the Portland Urban Service Boundary. Delivery of BPS provided information or notices to Customers outside the Portland Urban Service Boundary shall be an Infraction subject to an assessment. **(B/C)***

2. **Customer Lists.** Franchisees must provide to BPS a complete customer list within 10 Business Days of BPS' request in the format requested by BPS. **(B/I)***

3. **Adding Franchisee Name & Phone Number to BPS Provided Materials.** Franchisee is responsible for adding to BPS provided materials individual service information giving Franchisee name and phone number, as specified by BPS. **(C/C)***

4. **Notice of Change in Schedule or Other Information.** The Franchisee or Approved Recycler shall provide notice of changes in regular collection schedules or any other pertinent information including business name, mailing address and/or phone number changes in advance to all Customers. **(B/C)***

5. **Advertising Services.** When advertising services provided under this Franchise, all Franchisees and Approved Recyclers shall include information on Recycling service availability. **(C/C)***

6. **Advise BPS on Promotion/Notices Program Changes.** Franchisees and Approved Recycler shall advise BPS on promotion and education for City-wide distribution and for materials preparation notices and notices of program changes.

7. **Provide BPS Advance Copies of Materials to Be Distributed**. Franchisees and Approved Recyclers shall provide BPS in advance with copies of all informational material intended for distribution to multiple customers, including solid waste, recycling and composting instructions and form letters sent to customers. Franchisees and Approved Recyclers are required to review such materials and activities in advance with BPS and receive BPS approval in order to assure consistency and coordination of information to Customers. BPS approval may change over time and with program changes and could require materials to be resubmitted. All Franchisee web site content must be consistent with BPS rules and policies but does not need to be submitted to BPS in advance of posting. **(D/C)***

8. **Stickers.** Franchisee shall provide “Yard Debris Only” and “Glass Only” stickers to Customers within one week of Customer’s request. Franchisee must give BPS at least 10 days notice when requesting these stickers. **(D/I)***

L. INFORMATION FOR CUSTOMERS AND APPLICANTS

1. **Furnish New Customers with Information.** Each Franchisee shall furnish all new Customers with such information as is reasonable to permit them to secure efficient service. Within seven Business Days of Customers’ sign-up, Franchisee shall provide each new Customer with a copy of BPS printed material describing the levels of service, rates, recycling preparation, compostables preparation, Curbside Collection Service calendar and description of services. For rental properties, this information should be provided both to the property owner and the service address within seven Business Days of a service restart. If the service address is a multiplex, each unit shall be provided individual packets. **(D/I)***

2. **Assist Customer With Service Level Selection.** At the time of Customer’s request for new service, or upon subsequent request, the Franchisee shall assist the Customer in selecting the most advantageous services to meet individual service requirements. The Customer shall be responsible for making the final selection of a service.

M. OTHER

Franchisees, Approved Recyclers and Yard Debris Recyclers may request prior BPS approval for actions, which would seem to violate a Rule but appear justified in a particular circumstance. Franchisees and Approved Recyclers should keep a written record of such requests and BPS’s response.

Exhibit A to Residential Administrative Rules
Required elements of bins provided to customers by Franchisees

Franchisee shall provide one recycling bin to each customer household. 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, Franchisee must supply to City 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. If a sticker, it shall not obscure any of the wording or logo required above.

8. Bins shall be a bright yellow which matches the residential bins provided by the City of Portland between 1992 and 2004.

9. Bins shall be hot stamped with the following logo and wording, in the color and size specified.

Hot stamped in Pepsi Blue, 18 point Arial, except "Portland Recycles!, which is to be in 110 point, Times New Roman. The recycling logo is to be 3.25" to 3.75" high, width proportional:

On both long sides:

Portland
Recycles!

The theft of recyclables is punishable by a fine of $500 or more under Portland City Code. Report all theft to your hauler.

Please contact your waste hauler if you have any questions regarding your curbside collection service.

On one short end:

This recycling bin is the property of the waste hauler and is to remain at the address to which it was delivered.

This bin contains 25% post consumer recycled plastic.

This bin is designed for the express purpose of holding recyclable materials. The City of Portland, the waste hauler, recycler and bin manufacturer take no responsibility for injury or damage resulting from any use other than the container's intended purpose.

Exhibit B to Residential Administrative Rules
Required elements of carts provided to customers by Franchisees

RESIDENTIAL GRAY SOLID WASTE ROLL CART SPECIFICATIONS:

1. Standard cart size will be minimum 20 gallon, minimum 35 gallon, minimum 60 gallon, minimum 90 gallon
2. Body and lid color will be gray. PMS colors 424C, 431C and Cool Gray 11C are acceptable. Other shades of gray may be allowed if approved by BPS in advance of roll cart purchase.
    - Minimum 60 gallon in-molded label (13" X 4) or (11" X 3.25"). Vendors who cannot meet specification below should contact BPS. A sample in-mold label is available from BPS in electronic format as a separate PDF.
    - Minimum 20 gallon and minimum 35 gallon in-molded lid label (11" X 3.25"). Vendors who cannot meet specification below shall contact BPS.
3. Minimum 30% post-consumer recycled plastic content
4. Ten-year warranty for supplies and services – free from defects in material or workmanship and resistance to weathering while in normal use.
5. Hot stamping specified below:

Quality hot stamping required. Gray solid waste containers shall be permanently marked in bright WHITE color.

Exterior markings – Lid

The City of Portland and the waste hauler or recycler take no responsibility for injury or damage resulting from any use other than the container's intended purpose.

This container is made of 30% post-consumer recycled plastic and is designed for the express purpose of holding garbage.

Exterior markings – Side 1
Line 1 Text: Garbage Only

It is acceptable to place the above side markings (Side 1) on each side of cart for those haulers who want carts without their logo.

Exterior markings – Side 2
Line 1 Text: YOUR HAULER IS
Line 2 Text: Hauler name & logo
Line 3 Text: Hauler phone number

RESIDENTIAL BLUE RECYLING ROLL CART SPECIFICATIONS:

1. Standard cart size will be minimum 60 gallon, opt-down size is minimum 35 gallon.
2. Body and lid color will be blue. PMS colors Reflex Blue C, 662C, and 287C are acceptable. Other shades of blue may be allowed if approved by BPS in advance of roll cart purchase. Haulers may contact BPS for an exemption to have a Black lid instead.
    - Minimum 60 gallon in-molded lid label (13" X 4"). Vendors who cannot meet specification below shall contact BPS. A sample in-mold label is available from BPS in electronic format as a separate PDF.

- Minimum 35 gallon in-molded lid label (11” X 3.25”). Vendors who cannot meet specification below shall contact BPS

3. Minimum 30% post-consumer recycled plastic content
4. Ten-year warranty for supplies and services – free from defects in material or workmanship and resistance to weathering while in normal use.
5. Hot stamping specified below:

Quality hot stamping required. Blue recycling containers shall be permanently marked in bright YELLOW color.

Exterior markings – Lid

The City of Portland and the waste hauler or recycler take no responsibility for injury or damage resulting from any use other than the container’s intended purpose.

This container is made of 30% post consumer recycled plastic and is designed for the express purpose of holding recyclable materials.

Exterior markings – Side 1

Line 1 Text: Portland
Line 2 Text: Recycles!
Line 3 Logo: Chasing arrow recycling logo (prefer filled logo)
Line 4 Text: This container is the property of your hauler. The theft of
Line 5 Text: recyclables is punishable by a fine of $500 or more under
Line 5 Text: Portland City Code. Report all theft to your hauler.

It is acceptable to place the above side markings (Side 1) on each side of cart for those haulers who want carts without their logo.

Exterior markings – Side 2

Line 1 Text: Portland
Line 2 Text: Recycles!
Line 3 Text: YOUR HAULER IS
Line 4 Text: Hauler name & logo
Line 5 Text: Hauler phone number

RESIDENTIAL COMPOSTING ROLL CART SPECIFICATIONS:

1. Standard cart sizes will be minimum 60 gallon, opt-down is minimum 35 gallon.
2. Body and lid color will be green. PMS color 347 is acceptable. Other shades of green may be allowed if approved by BPS in advance of roll cart purchase. Haulers may contact BPS for an exemption to have a Black lid instead.
    - 60 gallon in-molded lid label (13" X 4"). Vendors who cannot meet specification below shall contact BPS. A sample in-mold label is available from BPS in electronic format as a separate PDF.
    - 35 gallon in-molded lid label (11" X 3.25"). Vendors who cannot meet specification below shall contact BPS.
3. Minimum 30% post-consumer recycled plastic content
4. Ten-year warranty for supplies and services – free from defects in material or workmanship and resistance to weathering while in normal use.
5. Hot stamping as specified below:

Quality hot stamping required. Green compostables containers shall be permanently marked in bright <u>WHITE</u> color.

Exterior markings – Lid

The City of Portland and the waste hauler or recycler take no responsibility for injury or damage resulting from any use other than the container's intended purpose.

This container is made of 30% post consumer recycled plastic and is designed for the express purpose of holding compostable materials.

<u>Exterior markings – Side 1</u>

Line 1 Text: Portland
Line 2 Text: Composts!
Line 3 Logo: Chasing arrow recycling logo (prefer filled logo)
Line 4 Text: This container is the property of your hauler. The theft of
Line 5 Text: compostables is punishable by a fine of $500 or more under
Line 5 Text: Portland City Code. Report all theft to your hauler.

It is acceptable to place the above side markings (Side 1) on each side of cart for those haulers who want carts without their logo.

<u>Exterior markings – Side 2</u>

Line 1 Text: Portland
Line 2 Text: Composts!
Line 3 Text: YOUR HAULER IS
Line 4 Text: Hauler name & logo
Line 5 Text: Hauler phone number

Part 3.3 Residential Program Reporting

A. GENERAL

Franchisee and Approved Recycler shall maintain records and reports required by BPS as noted herein and promptly respond to periodic requests for such records and reports, which are directly pertinent to requirements of the Franchise Agreement or required by City Code Chapter 17.102. The Franchisee and Approved Recycler shall complete and deliver reports to BPS using the applicable form provided or approved by BPS by the specified due date. When this due date falls on a Saturday, Sunday or legal holiday, the report is due on the next business day. Failure to deliver a complete signed and accurate report or requested information by the deadline shall constitute an Infraction. **(C/I)***

B. DELIVERY OF REPORTS

For purposes of reporting deadlines, the delivery address for BPS is 1900 SW 4th Ave., Suite 7100, Portland, OR 97201 between 8 a.m. and 5 p.m. on business days excluding legal holidays. BPS email address for reports is wasteinfo@portlandoregon.gov. BPS may provide a new mailing address or email address with advance notice to the Franchisee/Approved Recycler. Reports may be submitted in hard copy or electronically in a format provided or pre-approved by BPS. Reports emailed to any other email address or submitted electronically in a program or format not pre-approved by BPS are not considered submitted.

C. REPORTS/APPROVED RECYCLERS

1. Report Due Date: Franchisees who are Approved Recyclers shall submit reports containing the following information at the end of each quarter; however, the reports shall identify the information on a monthly basis. This data shall be submitted on forms supplied or approved by BPS and received by BPS by the 30th day following the end of the reporting period. When the 30th day falls on a Saturday, Sunday or holiday, the report is due by the next business day. Failure to deliver a complete and accurate report by the deadline shall constitute an Infraction. **(C/I)***

2. Report Content: Total Tonnage Collected from Residential Sources:

   a. Solid Waste;

   b. Recyclable Materials including: newspaper, mixed scrap paper, aluminum, non-ferrous scrap, glass containers, corrugated cardboard, plastics, including milk jugs, milk cartons and drink boxes, phone books, magazines, tin cans, ferrous scrap metal, motor oil, aerosol cans, any other optional Recyclable Materials; and

   c. Compostables.

3. Total tonnage for each Recyclable Material sold or delivered for Recycling, including Compostables or optional Recyclables.

4. For each month, the total number of Recyclable Material and Compostables setouts and extras. The Compostables setouts and Yard Debris extras shall be actual counts collected on every route. The Recyclable material setout counts may be estimates, so long as they are based on an actual count which must be recorded for every route at least once a month.

5. For the final month of the quarter, the total of all Residential accounts served in each Residential service level offered (i.e., 20 gallon, 35 gallon, etc.).

6. Information on any changes in storage or marketing provisions and contact information.

7. A summary of any incidents during the month in which BPS gave approval for the Disposal of collected Recyclables, including the date of the incident, the quantity and type of materials disposed, and a description of the circumstances which were the basis for the request to dispose and BPS approval of the request.

D. QUARTERLY REPORTS FOR FRANCHISEES THAT ARE NOT APPROVED RECYCLERS

1. Report Due Date: These Franchisees shall submit reports containing the following information at the end of each quarter; however, the report shall identify the information on a monthly basis. This data shall be submitted on forms supplied or approved by BPS and received by BPS by the 30th day of the month following the end of the reporting period. When the 30th day falls on a Saturday, Sunday or holiday, the report is due by the next business day. Failure to deliver a complete and accurate report by the deadline shall constitute an Infraction**. (C/I)***

2. Report Content:

   a. Total tonnage collected from Residential sources:

      1. Solid Waste;

      2. Any optional Recyclable Materials beyond those collected by the Approved Recycler; and

      3. Compostables.

   b. Total tonnage for Compostables or optional Recyclables sold or delivered for Recycling.

   c. For each month, the total number of setouts of any optional Recyclable Materials and/or Compostables.

   d. For the final month of the quarter, the total of all Residential accounts served in each Residential service level offered (i.e., mini can, weekly 32-gal. etc.).

E. QUARTERLY WASTE TONNAGE REPORTING

1. Report Due Date: By the 30th day after the end of each Calendar Quarter, the Franchisee shall complete, sign and deliver to BPS a quarterly tonnage fee report form using a form provided or approved by BPS for that Calendar Quarter. When this due date falls on a Saturday, Sunday or holiday, the report is due by the next Business Day. Also see Residential Financial Reporting Standards, B. Financial Report, 1. Quarterly Reports. Failure to deliver a complete and accurate report by the deadline shall constitute an Infraction. **(C/I)***

2. Report Content: On this report form, the Franchisee shall provide the following data concerning all tonnage of Solid Waste disposed at each Metro-approved facility during each month of the Quarter: the total of such tonnage disposed at each facility, the total of such tonnage collected

within and outside the Portland Urban Services boundary, the total of such tonnage, if any, collected from Commercial sources within the Portland Urban Services Boundary, and the total of such tonnage collected from Residential sources within the Portland Urban Services Boundary.

3. When reporting waste tonnage, Franchisee shall consolidate all its Portland waste on a single quarterly report, including all waste collected by related companies which deliver waste under other Metro account numbers, unless those companies hold separate Portland franchises and submit their own Portland waste tonnage reports. Where a report consolidates waste tonnage delivered under more than one Metro account number, Franchisee's report shall include an itemization of the waste identified by the account numbers used at Metro. A Franchisee's failure to so report, itemize and identify such waste shall be an Infraction subject to an Assessment.

F. ENVIRONMENTAL MANAGEMENT PRACTICES REPORT

Franchisee shall submit, on forms supplied by the City, an annual Environmental Management Practices report. Reports may include information regarding office practices such as: recycling of office paper and other materials; purchase of recycled content and environmentally preferable products; waste reduction; energy and water conservation; and the use of reduced emission vehicle fuels.

Information required in this report may change. The City will provide technical advice and assistance to the Franchisee to develop a plan for implementing environmental management practices in its business operations. Failure to submit this report within 60 days of its distribution by BPS will constitute an Infraction. **(C/I)***

G. BIODIESEL USAGE REPORT

1. On the 30th day of the month following the end of the reporting period, the Franchisee shall complete, sign and deliver to BPS a Quarterly Biodiesel Usage Report using a form provided or approved by BPS. When this due date falls on a Saturday, Sunday or holiday, the report is due by the next Business Day. Failure to deliver a complete and accurate report by the deadline shall constitute an infraction. **(C/I)***

2. Report Content: For the Quarterly Biodiesel Usage Report, the Franchisee shall report that the required Biodiesel Blend was used for Solid Waste, Recycling, and Yard Debris collection vehicles. Biodiesel purchase documentation shall be kept on file for verification by BPS upon request.

H. DISASTER PREPAREDNESS

1. Franchisees with more than 7,000 Portland residential customers shall submit to the City a written preparedness plan on a form provided by the City demonstrating Franchisees' arrangements to provide vehicles and personnel and to maintain uninterrupted service in case of force majeure. Franchisee must submit the plan within 60 days after City notification **(A/I)***

I. RESPONSE TIME FOR PROVIDING REQUESTED INFORMATION

1. Where BPS finds information to be lacking or incorrect in a report, BPS may request corrected information from the franchisee by email or phone but shall allow the franchisee at least three business days to provide the requested information. The franchisee shall acknowledge the request within one business day and provide the requested information by the specified deadline. **(B/I)***

J. DELINQUENT REPORTS, INCOMPLETE REPORTS, INCORRECT REPORTS, ENFORCEMENT

1. Should a Franchisee or Approved Recycler fail to submit a report required by these rules or the provisions of City Code Chapter 17.102, or corrected information as requested by BPS, by the due date then BPS will send a Delinquent Notice within five Business Days following the due date. The Delinquent Notice will require the Franchisee or Approved Recycler to send in the report within five Business Days of the date of the Delinquent Notice. The Notice will also require a $50.00 service charge, due and payable when the report is submitted.

2. Should a Franchisee or Approved Recycler, after being sent the "Delinquent Notice", fail to return a required report within five business days of the date of the delinquent notice, then BPS shall send the Franchisee or Approved Recycler an Alleged Infraction Letter. The Delinquent Notice shall replace the "Initial Notice" required by Part 3.4

3. Where BPS finds information to be lacking or incorrect in a report above C, D, E, F, G, or H and uses phone, or email to request the Franchisee or Approved Recycler to provide corrected information, the Franchisee or Approved Recycler shall respond by the deadline given in the request, the deadline being no less than three business days after the BPS request for corrected information. **(C/I)***

4. Where BPS finds that a Franchisee or Approved Recycler has failed to provide information in an accurate and timely fashion, BPS may require the Franchisee or Approved Recycler to submit reports more frequently or in more detail than the usual monthly reports.

K. RETENTION OF DATA AND ADDITIONAL INFORMATION

1. **Retention of Data/BPS Requests for Information.** All data and information necessary for the above data reporting requirements shall be retained by the Franchisee or Approved Recycler for a period of two years, including market receipts for the sale of all collected Recyclable Materials and Biodiesel purchase documentation. BPS has the right to request any relevant non-financial information from the Franchisee or Approved Recycler as may be required for the program. Unless otherwise specified in City Code or these Rules, information requested by BPS shall be provided to BPS within 10 Business Days of a written request, or, if BPS makes an inspection as provided in the Residential Solid Waste, Recyclable Materials or Yard Debris Standards, the information shall be made available during the inspection. **(B/I)***

2. **BPS's Right to Inspect Franchisee and Approved Recycler Information.** Upon inspection of the Franchisee's or Approved Recycler's premises, BPS has the right to inspect other relevant information of the Franchisee or Approved Recycler as may be required for the program, including financial records necessary to verify receipts. **(B/I)***

3. **Sales or Transfer, Security Interest Holder Information.** At the time any Franchisee seeks BPS approval for sale or transfer of all or part of a Franchise, the buyer and seller shall provide BPS with information identifying any person(s) who will from that time hold a security interest in the Franchise, in order that BPS may provide courtesy notifications to such interest holder(s) in the case of BPS enforcement actions against the Franchisee. The identifying information must include the name and mailing address of the security interest holder(s). Franchisees shall provide BPS with this identifying information for any new security interest holder(s) and may provide BPS with this identifying information for any existing security interest holder(s).

4. **Franchise Compensation/BPS Invoices.** Information obtained from the Franchisee and other relevant sources shall provide the basis for calculating Franchise compensation to BPS. BPS shall invoice Franchisees no sooner than 30 days after the end of each calendar quarter. Franchisees may, at their discretion, remit payment to BPS prior to invoicing. Should there be a difference between BPS invoice and the amount paid by the Franchisee, the BPS invoice shall determine the final billing amount.

L. OTHER RECORDS AND REPORTS

Each Franchisee and Approved Recycler is responsible to keep such other records and submit such other reports as may be required by the Oregon Department of Environmental Quality and Metro.

Part 3.4 Residential Compliance and Enforcement

A. VIOLATIONS OF CITY CODE

For the purposes of compliance and enforcement, violations of City Code shall be addressed in the same manner as violations of these rules. Assessments for violations of City Code shall be made in accordance with City Code Chapter 17.102.090.

B. INITIATION OF ENFORCEMENT ACTION

1. **Initiation.** BPS may initiate an enforcement action based on its own observations or on a complaint. Complaints regarding a Franchisee or Approved Recycler's performance may be accepted from any source in writing, through personal visit, phone call or email. BPS will maintain the confidentiality of complainants to the greatest extent possible. Anonymous complaints will result in an Infraction only if BPS's investigation reveals other evidence that is sufficient as a basis for its decision that an Infraction has occurred.

2. **Complaint Referral to Hauler.**

   a. Where the opportunity for the Franchisee or Approved Recycler to remedy a specific problem exists, BPS may request the Complainant contact the Franchisee to resolve the problem, and then contact BPS if the problem is not resolved.

   b. BPS will take no further action on complaints of this nature until a second contact has been made informing BPS that the Franchisee or Approved Recycler contact was unsuccessful in resolving the problem. At that time the formal complaint investigation procedures outlined below will be followed.

C. NOTICE OF ALLEGED INFRACTION

1. **Initial Notice.**

   a. Within 48 hours of an audit, or inspection, revealing an alleged Infraction, BPS will notify the Franchisee or Approved Recycler of the alleged Infraction by phone, or email. Only where an alleged Infraction is based on a complaint, rather than on direct BPS staff observation, will BPS notify the Franchisee or Approved Recycler of the alleged infraction within 48 hours after receipt of a complaint.

   b. The notification will describe the nature of the complaint and if a representative of the Franchisee or Approved Recycler is available, BPS will relate further pertinent available details regarding the alleged Infraction. Messages left on telephone recorders or answering services, sent by email will be considered as successful contacts for this purpose.

   c. Initial Notice for alleged Infractions of reporting deadlines will be treated as described under Part 3.3.

2. **Mailed Notice.** Excepting alleged Infractions of reporting deadlines, within seven Business Days of the initial notice, BPS will mail, email or send by a "Notice of Alleged Infraction" to the

Franchisee or Approved Recycler. The Notice will set out clearly all available details that support the alleged Infraction.

3. **Opportunity to Respond.** The Franchisee or Approved Recycler, unless otherwise arranged, for reasonable cause, will be given ten Business Days from the date of the mailed Notice to provide BPS with a written explanation of the pertinent events and circumstances relative to the alleged Infraction. This information will be used by BPS to determine if an Infraction has occurred.

D. BPS INVESTIGATION OF ALLEGED INFRACTIONS

BPS shall investigate each alleged Infraction and may contact any known complainant, witness and the Franchisee or Approved Recycler before making its determination.

E. FINDING OF NO INFRACTION

Within 30 calendar days of a BPS determination that no Infraction has actually occurred, BPS shall notify the Franchisee or Approved Recycler in writing of such determination.

F. STANDARD OF EVIDENCE

Occurrence of an alleged Infraction shall be demonstrated by a “Preponderance of the Evidence”.

G. NOTICE OF ASSESSMENT

1. **Form and Delivery of Notice.** If it is determined that an Infraction has occurred, the BPS Director or the Director’s designee shall deliver a written Notice of Infraction to the Franchisee, specifying the Infraction, the findings that support the Infraction and stating the amount of the Infraction Assessment and deadline for payment. This notice shall also include information on the procedure for requesting a hearing to appeal the determination. Where BPS can demonstrate an attempt to properly deliver the Notice, a refusal by the Franchisee or Franchisee’s representative to receive the Notice in person, or failure of Franchisee to accept certified mail, shall not constitute a failure by BPS to fulfill the requirement for the delivery of Notice.

   a. **Courtesy Copy of Notice to Security Interest Holder.** BPS shall also mail a courtesy copy of this notice to any person(s) on record with BPS as holding a security interest in the Franchise. The courtesy copy shall not be construed to imply any rights on the part of the security interest holder(s) to make any claim on the Franchise granted by the City, without express approval of the City Council during the forfeiture process. Where a security interest holder has not been identified to BPS, as required under Reporting section of these Rules, BPS will not assume responsibility for notification.

2. **Deadline for Notice of Infraction.** BPS must issue the Notice of the Infraction within 30 calendar days of BPS notification of the offender of the occurrence of the alleged Infraction. Infractions associated with records or file keeping which are discovered more than 30 days after their occurrence are exempt from this time limit; notice will, however, occur within 30 days of the discovery by BPS.

3. **Accumulation of Infractions.** A Notice of Infraction may be issued for each rule and for each day or instance when the Infraction occurs. Each rule is given a notation indicating this category. More than one Infraction, involving different rules, may be accrued simultaneously.

H. PAYMENT OF INFRACTION ASSESSMENTS

1. **Payment of Assessments Required or Appeal.** The Franchisee or Approved Recycler shall, within 20 Calendar Days of BPS issuance of the written notice of Infraction, pay to BPS the stated Assessment or request an appeal hearing by a Code Hearings Officer as set forth in Portland City Code Title 22. **(D/I)**

2. **Appeal Fee.** The Franchisee or Approved Recycler may be assessed a fee of up to $500 at the time of their application. Failure to submit full payment of appeal fee within the time allowed to request an appeal hearing shall result in the denial of the request for an appeal hearing.

   a. **Refund of Appeal Fee.** If the Code Hearings Officer decides in favor of the appellant at the Code Hearing, the submitted appeal fee shall be refunded in full to the appellant.

3. **20-Day Payment Required Upon Failed Appeal.** If, pursuant to said appeal hearing, an Infraction Assessment is ordered, payment of said Assessment must be received by BPS or postmarked within 20 Calendar Days after the order becomes final. **(D/I)***

4. **Interest on Assessment.** An Assessment which is not paid within the time provided shall accrue interest at a rate consistent with the City's established accounting practices.

5. **City May Take Legal Action to Collect Assessments.** The City may take legal action to collect Assessments, which are not paid when due.

I. INFRACTION ASSESSMENTS

1. **Infraction Classifications.** Each rule is given an Infraction notation consisting of two letters, such as (A/I).

   a. **First Letter.** The first letter represents the level of Assessments as show on the chart below.

   b. **Second Letter.** The second letter reflects the classification of the standard, and whether an Infraction will be on a "Per Day," "Per Class" or "Per Incident" basis (see Definitions). For example, an (A/I) designation for the standard relating to Disposal Prohibition means that a $500 Assessment would be applied for the first single "Incident" of disposing of properly prepared Recyclables within a 365-day period.

2. **Infraction Assessment Schedule.** An Infraction according to these Rules shall result in an Infraction Assessment in accordance with the following schedule:

Category	First Infraction	Second Infraction	Third and Subsequent Infractions
A	$500	$1000	$1500
B	$400	$800	$1200
C	$300	$600	$900
D	$200	$400	$600

3. **Excess Assessments Cause for Franchise Or Approved Recycler Status Termination.** Accumulation by a Franchisee or Approved Recycler of Infraction Assessments totaling more than $1500 per 1000 Residential Customers within a 365-day period shall be cause for termination of the Franchise or Approved Recycler status.

   Franchisees or Approved Recyclers with fewer than 1000 accounts will be allowed $1,500 in Assessments. Assessments will be pro-rated for units of Customers greater than 1000 (e.g., for a Franchisee with a Customer count of 1700, the threshold of total Assessments within a 365 day period will be $2,550, i.e., $1,500 X 1.700 = $2,550).

4. **Process for Alleged Franchise Termination.** Where it is possible that one additional Infraction will cause a Franchisee to reach the threshold for Immediate Forfeiture of a Franchise, BPS may require the Franchisee to meet with BPS staff to discuss a plan for compliance.

   Where BPS received information indicating that a Franchisee has apparently committed an Infraction with an Assessment level that would exceed the threshold for Immediate Forfeiture, BPS may require the Franchisee to meet with BPS staff to formulate a plan for compliance. The compliance plan shall substantially address the nature and pattern of the Franchisee's history of Infractions and Customer complaints. If BPS and Franchisee agree to a compliance plan, BPS may suspend enforcement action on the pending Infraction. If the Franchisee does not agree to a plan and abide by the terms and timeline of the plan, as stated by BPS, BPS shall pursue enforcement of the Infraction and subsequent Immediate Forfeiture.

5. **Effect of Sale or Transfer of Franchise on Accumulated Infractions and Assessments.** Where the seller or transferor of a Franchise retains a substantial interest in the Franchise, all accumulated Infractions and Assessments will be carried over to the record of the buyer or transferee.

   A seller or transferor retains a substantial interest in the Franchise if they:

   a. Retain a management position in the business sold or transferred, or

   b. Retain a Financial Interest, other than a security interest, in the business sold or transferred.

   For the purpose of calculating accumulated Infraction Assessments within a 365-day period, any carried-over Assessments will retain their original dates.

6. **Subsequent Violations of the Same Standard.** The incremental increases in Infraction Assessments shall apply to subsequent violations of the same standard. The amount of the Assessment for an Infraction will be determined by totaling the number of Infractions of the same standard that have occurred within the 365 days preceding the date of the occurrence of the Infraction.

7. **Hearing In the Event of Forfeiture or Suspension.** A Franchise may be subject to immediate forfeiture, conditional forfeiture, or suspension under the terms of the Franchise Agreement. A hearing pursuant to City Code Title 17 will be provided within 10 calendar days of any suspension or forfeiture.

8. **Right of Appeal.** Upon receipt of a notice of a civil penalty for any Infraction of provisions of Section 17.102.230 or these Administrative Rules of the City of Portland promulgated there under, Persons subject to this Chapter may appeal the Assessment to the Code Hearings Office in accordance with the procedures set out in Chapter 22 of the Portland City Code.

J. DELIVERY OF NOTICES

Any notice provided for under these Rules shall be sufficient if in writing and accomplished by any of the following means: (1) delivered personally to the entity being notified; (2) deposited in the United States Mail, first class, postage prepaid; (3) sent by commercial courier; or (4) sent by email. Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of either (1) actual personal delivery to the entity's office address, during normal business hours; (2) three (3) business days after depositing in the United States Mail as aforesaid; (3) one (1) business day after shipment by commercial courier as aforesaid; or (5) the same day as email transmission (or the first Business day thereafter if emailed on a Saturday, Sunday or legal holiday).

Part 3.5 Forfeitures

Note: The Comment Section shown in italics gives intent or explanation of the Rule, and is not adopted as an actual part of the Rules.

A. IMMEDIATE FORFEITURE

Comment:

According to the Franchise Agreement, forfeiture may be either Immediate or Conditional. Section A deals with Immediate Forfeiture; Section B with Conditional.

Immediate Forfeiture occurs in only the two specific situations listed here under 1.a. and 1.b. Where either situation occurs, the Bureau of Planning and Sustainability presents the information to the City Council, who may declare Immediate Forfeiture. Once Council has made this declaration, the Franchisee retains no rights to the Franchise.

The following procedures provide for notification of the affected Franchisee, including obligations of the Franchisee, and for appointment of another company to provide service to the affected customers.

1. According to the terms of the Franchise Agreement adopted by the City Council and signed by each Franchisee, the City Council may declare an Immediate Forfeiture of a Franchise, and all of the Franchisee's rights arising there under, in the event that:

   a. The Franchisee accrues Assessments in excess of the allowable limit for failure to comply with [these Rules]; or

   b. The Franchisee is found by a court of competent jurisdiction to have practiced any fraud or deceit upon the City.

2. **Notice of Immediate Forfeiture.** If BPS determines that a Franchise is subject to Immediate Forfeiture, BPS shall notify both the Franchisee and the City Council of the determination. BPS shall mail written notice of this determination to the Franchisee's office address as last provided to BPS. Within 24 hours of the mailing of the notice, BPS shall also personally deliver a copy of the written notice to that office address.

   BPS shall also mail a courtesy copy of the Notice of Immediate Forfeiture to anyone holding a security interest in the Franchise, providing that such holder has previously been identified as such to BPS in writing, including a mailing address. This mailing shall take place on the same day as the mailing to the Franchisee. Where a security interest holder has not been identified to BPS, as required under the Reporting section of these Rules, BPS has no obligation for notification.

3. If a security interest holder has been listed on the Qualified List as provided under these Rules, then that security interest holder has 48 hours in which to give BPS adequate assurance that it can and will provide continuous service. If BPS is satisfied with the assurance, BPS staff shall make a recommendation to the City Council that the Franchise be transferred to the security interest holder. The Council has the final authority to review and take action on this recommendation.

4. **Replacement Franchisee.** The City shall, as outlined elsewhere in these Rules, take steps to select a Replacement Franchisee or Temporary Service Provider.

5. **BPS Recommendation to City Council.** BPS shall prepare findings and a recommendation for the City Council concerning the Immediate Forfeiture of the Franchise rights. BPS shall also provide to the Council the name of the Replacement Franchisee or Temporary Service Provider selected by BPS, including any selection made through a lottery. The findings and recommendation shall be in the form of ordinances submitted to the City Council.

6. **City Council Action.** The Council shall determine whether an Immediate Forfeiture should be declared. If so, the Council will review the BPS recommendations and make an appointment of a Replacement Franchisee or Temporary Service Provider for the former Franchisee's territory.

7. **Remittance of Franchisee's Revenue to BPS.** In the event that the Immediate Forfeiture is declared, the former Franchisee shall remit to BPS any and all revenue received for any services to be provided after the date of the forfeiture. If any such revenue has been received by the Franchisee before the date of the forfeiture declaration, the Franchisee shall remit it to BPS within 15 days after the Council's declaration. If any such revenue is received on or after the date of the declaration, the Franchisee shall make a remittance to BPS within 15 days of its receipt. Accompanying these remittances, the Franchisee shall provide an accounting of them by Customer name, service address and billing period. The City may proceed against the Franchisee directly if the Franchisee does not remit these revenues as described, or if the Franchisee's remitted revenues are not sufficient to cover the costs of providing replacement services.

8. **BPS Notice to Affected Customers.** In the event that the Immediate Forfeiture is declared, BPS shall attempt to notify all affected Customers of the forfeiture, informing them of their new Franchisee or service provider, directing them to whom future services payments should be submitted, and providing such other information as BPS deems pertinent.

9. **Rights Affected By Forfeiture.** Until the City Council has declared that the Franchise is forfeited, the Franchisee may seek to sell or transfer the Franchise, requesting City approval of the sale or transfer, under the provisions of the Franchise Agreement. Once the City Council has declared that the Franchise is forfeited, the former Franchisee shall have no rights to provide Residential collection service in any Franchise Territory within the Portland Urban Services Boundary, nor shall the Franchisee retain any right to sell, transfer or otherwise convey the former Franchise. Any rights and revenues that the former Franchisee may hold as a Portland permitted commercial hauler shall not be affected by the forfeiture of the Residential Franchise.

B. CONDITIONAL FORFEITURE

Comment:

Under Conditional Forfeiture provisions, the Franchisee is given 30 days in which to remedy a stated condition. If the problem has not been corrected within this time, then the Council may declare that the Franchise has been forfeited. Once Council has made this declaration, the Franchisee retains no rights to the Franchise.

The following procedures provide for notification of the affected Franchisee, including obligations of the Franchisee to respond, and for appointment of another company to provide service to the affected customers.

1. **Notice of Conditional Forfeiture.** If BPS determines that a Franchisee is not complying with any of the terms or conditions of the Franchise Agreement, BPS shall mail written notice of initiating the Conditional Forfeiture process to the Franchisee's office address as last provided to BPS. Within 24 hours of the mailing of the notice, BPS shall also personally deliver a copy of the written notice to that office address. Under Section 15.2 of the Franchise Agreement, Conditional Forfeiture may occur upon any of the following events:

   a. The Franchisee fails to comply with any provision of the Franchise;

   b. The Franchisee fails to obtain and maintain any permit required by the City or any federal, state or other regulatory body;

   c. The Franchisee's noncompliance with the Solid Waste, Recyclable Materials or Yard Debris collection standards creates a hazard to public health or safety;

   d. Other cause exists for the forfeiture of the Franchise;

   e. Failure to maintain liability insurance as required by the Franchise Agreement;

   f. Failure to maintain Workers' Compensation Insurance as required by the Franchise Agreement.

2. BPS shall also mail a courtesy copy of the Notice of Conditional Forfeiture to anyone holding a security interest in the franchise, providing that such holder has previously been identified as such to BPS in writing, including a mailing address. This mailing shall take place on the same day as the mailing to the Franchisee. Where a security interest holder has not been identified to BPS, as required under the Reporting section of these Rules, BPS has no obligation for notification.

3. If a security interest holder has been listed on the Qualified List as provided under Part 3.6 of these Rules, then that security interest holder has 48 hours in which to give BPS adequate assurance that it can and will provide continuous service. If BPS is satisfied with the assurance, BPS staff shall make a recommendation to the City Council that the Franchise be transferred to the security interest holder. The Council has the final authority to review and take action on this recommendation.

4. **Content of the Notice.**

a. The written notice of Conditional Forfeiture shall inform the Franchisee that Conditional Forfeiture has been initiated, and the grounds for BPS's determination. The notice shall also inform the Franchisee that unless the stated reason for the forfeiture has been cured within 30 days of the date on which the notice was personally delivered to the Franchisee's office address, the City Council will consider the Franchise violation and may suspend or terminate all of the Franchisee's rights and provide for temporary or permanent replacement services for the Franchisee's territory.

b. The written notice of Conditional Forfeiture shall also include a request for Customer service and billing information as described in B.6 and B.7. below, including deadlines for submittal of the information to BPS.

5. **Franchisee's Opportunity to Respond.** The Franchisee shall respond in writing to the BPS notice within ten days of the date on which BPS personally delivered the notice to the Franchisee's office address, stating the course of action that the Franchisee intends to follow to remedy the situation. The Franchisee shall attend a meeting scheduled by BPS within 20 days of the date on which BPS personally delivered the notice to the Franchisee's office address, to report on progress made, if any, toward curing the Franchise violation.

6. **The Franchisee's actions to remedy the situation shall include, but not be limited to:**

a. If Franchisee is delinquent on Franchise fees or other financial obligations to BPS, Franchisee shall make payment to BPS of any outstanding obligations within 14 days of the date on which BPS personally delivered the notice to the Franchisee's office address.

7. **Provision of Franchisee's Customer Route List.** After receiving a Notice of Conditional Forfeiture the Franchisee shall provide to BPS a Customer route and service list. The Franchisee shall provide this list to BPS no later than 15 days after the date on which BPS personally delivered the Notice of Conditional Forfeiture to the Franchisee's office address. This list shall include names, addresses, and service levels of all Solid Waste, Recycling and Yard Debris Customers. The list shall be sorted by current day of service for each type of service so that it may be used by route drivers as a route list for each service. The list shall be on paper or, if in a program compatible with BPS's computer capabilities electronically. Failure to provide this list to BPS as described here shall be an Infraction. **(A/I)***

8. **Provision of Franchisee's Customer Account Records.** After receiving a Notice of Conditional Forfeiture, the Franchisee shall provide to BPS a record of all Customer accounts for the current month and any future months for which bills have been sent out or payments received by the Franchisee. The Franchisee shall provide this record to BPS no later than 15 days after the date on which BPS personally delivered the Notice of Conditional Forfeiture to the Franchisee's office address. This record shall include names, service and billing addresses, service levels and payment status for all Solid Waste, Recycling and Yard Debris Customers. The record shall include all unpaid bills for past service, and all paid bills for current and future service. The record shall be on paper or, if in a program compatible with BPS's computer capabilities electronically. Failure to provide this list to BPS as described here shall be an Infraction. **(A/I)***

9. **Discontinuance and Extension of Forfeiture Process.** If, at any time, BPS is satisfied with the Franchisee's efforts to cure the Franchise violation identified in the Notice of Conditional

Forfeiture, BPS may discontinue the Conditional Forfeiture process. If circumstances warrant, such as a pending sale of the Franchise where satisfactory customer service is being provided, the City may exercise its discretion to extend the time allowed for Franchisee to cure the Franchise violation.

10. **BPS Follow-up Notice.** On or before the 30th day following the date on which BPS personally delivered the Notice of Conditional Forfeiture to the Franchisee's office address, BPS may send to the Franchisee a notice of its intent to proceed with or discontinue the Conditional Forfeiture process.

11. **Replacement Franchisee.** BPS shall, as provided for in these Rules, take steps to select a Temporary Service Provider or Replacement Franchisee.

12. **BPS Staff Recommendation to City Council.** BPS shall prepare findings and a recommendation for the City Council concerning the Conditional Forfeiture of the franchise rights. BPS shall also provide to the Council the name of the Replacement Franchisee or Temporary Service Provider selected by BPS, including any selection made through a lottery. The findings and recommendations shall be in the form of ordinances submitted to the City Council. BPS shall submit this ordinance to the City Council at any time after the 30th day following the date on which BPS personally delivered the Notice of Conditional Forfeiture to the Franchisee's office address.

13. **City Council Action.** The Council shall determine whether the Franchisee has failed to comply with the terms of the Franchise Agreement, and if so, whether a Conditional Forfeiture should be declared.

14. **Remittance of Franchisee's Revenue to BPS.** In the event that the Conditional Forfeiture is declared, the Franchisee shall remit to BPS any and all revenue received for any services to be provided after the date of the forfeiture. If any such revenue has been received by the Franchisee before the date of the forfeiture declaration, the Franchisee shall remit it to BPS within 15 days after the Council's declaration. If any such revenue is received on or after the date of the declaration, the Franchisee shall make a remittance to BPS within 15 days of its receipt. Accompanying these remittances, the Franchisee shall provide an accounting of them by Customer name, service address and billing period. The City may proceed against the Franchisee directly if Franchisee does not remit these revenues as described, or if the Franchisee's remitted revenues are not sufficient to cover the costs of providing replacement services.

15. **BPS Notice to Affected Customers.** In the event that the Conditional Forfeiture is declared, BPS shall attempt to notify all affected Customers of the forfeiture, informing them of their new service provider, directing them to whom future services payments should be submitted, and providing such other information as BPS deems pertinent.

16. **Rights Affected By Forfeiture.** Until the City Council has declared that the Franchise is forfeited, the Franchisee may seek to sell or transfer the Franchise, requesting City approval of the sale or transfer, under the provisions of the Franchise Agreement. Once the City Council has declared the Franchise is forfeited, the former Franchisee shall have no rights to provide Residential collection service in any Franchise Territory within the Portland Urban Services Boundary, nor shall the former Franchisee retain any right to sell, transfer or otherwise convey the former franchise. Any rights and revenues that the Franchisee may have as a Portland permitted commercial hauler shall not be affected by the forfeiture of the Residential Franchise.

PART 3.6 REPLACEMENT OF FRANCHISEE

Note: The Comment sections shown in italics give intent or explanation of the Rules, and are not adopted as an actual part of the Rules.

Comment:

Where a Franchise is forfeited, the City will select a permanent replacement Franchisee by conducting an appraisal of the franchise value and by a qualification process. Where there is no choice of a company or companies clearly most qualified, then the City may use a lottery process, with eligibility of candidates having been determined through the qualification process. BPS will secure an independent appraisal of the value of the franchise, and the selected company(ies) will be offered an opportunity to purchase the franchise from the City for the appraised value. It is the City's intent to use these revenues, first to offset the City's costs of the process of replacing a Franchisee, including costs which might remain for providing any necessary temporary services, then, to offset program costs to the public.

In cases where a Franchisee abruptly ceases to provide service, it may be necessary for the City to step in to assure continuous service. In such cases where there is no time to conduct an appraisal, the City will use a separate process to choose a permanent Replacement Franchisee.

A. SELECTION OF REPLACEMENT FRANCHISEE

1. **Establishment of Qualified List.** At any time BPS may issue a request for qualification (RFQ) for providing service in a conditionally or immediately forfeited Franchise Territory. BPS will advertise this request in a Portland newspaper of general circulation, as well as notifying all existing Portland Franchisees by mail, using their office addresses currently on record with BPS. In addition, BPS will notify those parties who hold a security interest in existing franchises, and whose names and mailing addresses have been furnished to BPS. BPS will use the following process to create and maintain a list of qualified applicants.

   a. Application for qualification is not limited to existing Portland Franchisees.

   b. BPS will provide forms to be completed by applicants, and will ask that applicants request qualification for service in one or both of two categories: service for 1750 Customers or fewer, or service to more than 1750 Customers. BPS may issue an RFQ for one category or both at once.

   c. The information to be submitted by each applicant to BPS shall include all of the following, and such other information deemed necessary and requested by BPS:

      (1) A statement of the number of total Portland Residential accounts that the applicant is capable of serving;

      (2) Evidence that the applicant is capable of providing adequate labor and equipment to service the Customers for collection of Solid Waste, Yard Debris, and if necessary, Recycling;

(3) Evidence that the owner(s) or manager of the company has a record of experience in providing Residential Solid Waste service;

(4) Evidence of the applicant's ability to handle administrative tasks for all Portland Customers, including but not limited to billing, customer service, distribution of information;

(5) A list of the applicant's credit references, including any and all bank accounts, creditors and lessors, including names, phone numbers, addresses and account numbers; and

(6) Where the applicant is not a Portland Franchisee, a list of all other jurisdictions in the United States in which the applicant has provided waste or recycling collection services within the past five years. This list shall include contact information for each jurisdiction's officials responsible for overseeing these services.

d. BPS may establish a reasonable deadline for applicants to submit the requested information.

e. BPS may contact applicants to verify the stated qualifications, and may request additional information.

f. BPS's evaluation of each applicant's qualifications shall include a review of the information submitted, as well as a review of the applicant's record of service, including information described below. Where an applicant is not a current Portland Franchisee, information on the applicant's performance record and qualifications will be evaluated from any other localities where the applicant has provided similar services.

(1) The applicant's record of Residential Infractions within the previous two years;

(2) The applicant's record of timeliness in payment of fees to BPS and Metro;

(3) The adequacy of the applicant's labor and equipment plans for servicing all Portland Customers, existing and additional;

(4) An analysis of BPS's and the applicant's records of Customer complaints and calls, including types and relative importance;

(5) The applicant's record of timeliness in submitting regular reports and other information requested by BPS;

(6) Consideration of the applicant's financial, management and operational information which BPS has a right to inspect under the Franchise Agreement. If the applicant is not a Portland Franchisee, then the applicant must make available to BPS the same or equivalent information that would be available from a Portland Franchisee;

(7) Other information, which is deemed relevant by BPS.

g. Based on the evaluation of their qualifications, BPS will establish a list of Qualified Applicants (hereinafter referred to as the Qualified list).

h. The Qualified list will be updated when necessary.

2. **Final Selection of a Replacement Franchisee.**

a. **Screening Qualified List.** Where BPS anticipates a need for a Replacement Franchisee to serve a particular area affected by a Forfeiture or by failure of a Franchisee to provide service, BPS will use its Qualified list to select a Replacement Franchisee. BPS will first give 48 hours notice to the security interest holder for the affected franchise, if that Person is on the Qualified list. Within that 48-hour period, the security interest holder has the opportunity to give BPS adequate assurance that it can and will provide continuous service to the Customers in the affected area. If BPS is satisfied with the assurance, BPS staff shall make a recommendation to the City Council that the Franchise be transferred to the security interest holder. The Council has the final authority to review and take action on this recommendation.

If the security interest holder is not appointed by the City Council to take over the Franchise, or the security interest holder declines the Council's appointment, BPS will make the final screening of the Qualified Applicants list in light of maximizing efficient operations, minimizing additional costs, and providing continuous, satisfactory service to the area actually affected at this time. BPS shall screen the final list in order to select the applicant(s) BPS finds qualified, based on consideration of the following factors, and such other information which BPS determines to be relevant to the decision:

(1) The number of Customers in the affected area;

(2) The applicant's number of Residential Infractions and of Customer complaints per 1000 Customers during the past two years;

(3) The applicant's ability to service Customers in the affected area on their current service day, if the Approved Recycler serves the affected area;

(4) The applicant's capability of providing Recycling collection to the affected territory on the same day as Solid Waste collection, either directly or through an Approved Recycler.

b. **Dividing the Territory.** BPS may choose to divide the affected area to be served between two or more Replacement Franchisees in order to provide the most efficient service. In assigning the affected area, BPS will attempt to minimize changes in Customers' service schedules.

c. **Appraisal.** BPS will secure an independent appraisal of the value of the Franchise being forfeited. If the Franchise Territory may be divided into parts, BPS will secure appraisals of the parts.

d. **Notification of Applicants on Final List.** Once the Qualified list has been screened to obtain a Final List, and the appraisal obtained, all companies on the Final List will be notified of the appraised value and offered an opportunity to accept or decline to participate in the final selection process. They will be informed that the selected Replacement Franchisee(s) will be offered an opportunity to purchase the Franchise from the City at the appraised value and that they should be prepared to proceed with the purchase if they intend on participating in the selection process. Applicants who fail to respond to BPS within seven days will be dropped from the list. It is within BPS's discretion to extend this time limit for good cause.

e. **Lottery.** If, in the exercise of its discretion, BPS finds that no candidate(s) is (are) clearly superior, BPS may elect to conduct a lottery to select a Replacement Franchisee. Those eligible for the lottery will be those who have passed the final screening of the Qualified list. If BPS elects to conduct a lottery, it shall be conducted under the supervision of an independent accounting firm. It is within the discretion of BPS to make a choice based on service related qualifications or to proceed with a lottery.

f. **Notification of Selected Replacement.** BPS will notify its tentatively selected Replacement Franchisee, including any winner of the lottery, informing them of the anticipated opportunity to purchase the Franchise from the City at the value determined in BPS's appraisal. Until the City Council has acted to appoint the Replacement, the BPS selection is tentative.

g. **Response Required.** Any applicant so notified shall respond to BPS in writing within three working days, declaring their intent to accept or decline the opportunity to purchase the Franchise and serve as a Replacement Franchisee, if offered by the City Council. It is within BPS's discretion to extend this time limit for good cause. Acceptance shall include a commitment to begin service on the day specified by BPS.

3. **City Council Action.** After receiving the report from BPS, the City Council shall make the final appointment of Replacement Franchisee for any affected area. The Replacement Franchisee shall be required to sign a Franchise Agreement for service in the affected Territory.

4. **Provisional Status.** Until BPS has received full payment of the purchase price, all title and rights to the Franchise shall be vested in the City and the Replacement Franchisee shall be considered a Provisional Franchisee. If payments are not made according to the payment terms described in these Rules or any terms subsequently adopted by the City Council, the Provisional Franchise shall be considered automatically terminated and BPS shall retain all payments already received.

5. **Payment Terms.** The Replacement Franchisee shall pay 100% of the appraised value of the Franchise to BPS within 12 months of Council action. If the amount has not been paid in full to BPS within 30 days, payments shall be made on a monthly basis, amortized over a twelve-month period. Payments shall be due on such monthly date as BPS may establish.

   Where the Replacement Franchisee elects to pay in monthly installments, interest on the remaining balance shall be charged at the interest rate earned by the City Treasury on pooled investments, averaged for the most recent month. This rate shall be adjusted monthly. There shall be no penalty for prepayment of any outstanding principal balance.

6. **Provision of Records to Replacement Franchisee.** As soon as practical, BPS shall provide to the Replacement Franchisee copies of all Customer records, if any, which have been provided to BPS by the previous Franchisee or Temporary Service Provider.

7. Failure to begin service on the day specified by BPS will constitute a rejection of the appointment to serve as a Replacement Franchisee and will cause BPS to choose another Replacement Franchisee.

B. SELECTION OF TEMPORARY SERVICE PROVIDER

Comment:

In cases where a Franchisee abruptly ceases to provide service, it may be necessary for BPS to step in to assure continuous service. In such cases where there is not adequate time to conduct an appraisal and choose a permanent Replacement Franchisee, the City will use the following separate but similar process to choose a Temporary Service Provider, followed later by the appraisal and selection process to choose a permanent Replacement Franchisee.

1. **Restricted to Existing Portland Franchisees.** The circumstances in which the City would appoint a Temporary Service Provider demand a sudden assumption of duties, where a company must quickly step in to provide satisfactory and uninterrupted collection services. In such a case, if it serves the public interest for the City to appoint a company, such company shall have known record of satisfactory service in Portland, and have demonstrated a high level of familiarity with Portland's City Code and Administrative Rules governing the collection of waste and recyclables. To ensure this immediate but temporary assumption of responsibility, the City shall consider only existing Portland Franchisees to be qualified as Temporary Service Providers.

2. **Use Existing Qualified List.** The City will use its existing Qualified List, described above, in selecting a Temporary Service Provider. Companies, which are not existing Portland Franchisees, shall be eliminated from the Qualified List for this purpose. BPS will notify Franchisees on the Qualified List that they have the opportunity to participate or not in the selection of Temporary Service Provider. Those Franchisees who fail to respond to BPS within seven days will be dropped from the Qualified List for the selection at hand. It is within BPS's discretion to extend this time limit for good cause.

3. **Method of Selecting a Service Provider.** From among the Franchisees remaining on the Qualified List, BPS shall use criteria listed above under A.2. Final Selection of a Replacement Franchisee, to choose either a Temporary Service Provider(s) or a Lottery eligible list for the affected franchise area. It is within the discretion of BPS to choose one temporary service provider based on service related qualifications or to proceed with a lottery.

4. **Lottery.** Where a lottery is conducted to select a Franchisee as Temporary Service Provider, it shall be carried out as described above under Selection of Replacement Franchisee. The chosen Franchisee shall not be required to post any bond or make any payment to BPS for this temporary appointment.

5. **Approved Recycler.** If the area to be served is currently served by an Approved Recycler, the Temporary Service Provider(s) shall maintain that service. The Temporary Service Provider shall make payments to the District for the affected service.

6. **BPS Notification.** BPS will notify the Franchisee tentatively chosen as Temporary Service Provider(s) of the day when Temporary Service is anticipated to begin. Where deemed practical by BPS, BPS shall give this notice at least seven days in advance of that day.

7. **Franchisee's Response Required.** Any Franchisee so notified shall respond promptly to BPS in a manner directed by BPS, stating their intent to accept or decline the appointment as a Temporary Service Provider if offered by the City Council. Acceptance shall include a commitment to begin service on the day specified by BPS. Failure to begin service on that day will constitute a

rejection of the appointment to serve as a Temporary Service Provider and will cause the City to choose another Temporary Service Provider.

8. **Length of Service.** BPS will specify an anticipated length for the temporary provision of services.

9. **City Council Appointment.** Following a recommendation by BPS, the City Council shall make the final appointment of Temporary Service Provider(s) for any affected area, and shall specify the duration of the temporary service provision.

10. **Customer Records.** BPS will provide to the Temporary Service Provider such Customer records as have been provided by the previous Franchisee for the area. It is the Temporary Service Provider's responsibility to prepare complete Customer service and billing information, using whatever route research and Customer contacts are necessary.

11. **Applicability of Rules to Temporary Service Providers.** All provisions of these Administrative Rules shall apply to Franchisees during any appointment as Temporary Service Provider. Due to the unusual circumstances of swiftly substituting a new service provider, especially where the previous Franchisee may not have cooperated in the transition, BPS may relax enforcement of these Rules in order to ensure a smooth transition.

12. **Billing Responsibility.** The Temporary Service Provider shall bill the temporarily assigned Customers according to these Rules.

13. **Reimbursement of Costs for Temporary Service.**

a. BPS shall guarantee the Temporary Service Provider revenues to cover the costs of providing the appointed temporary service. The amount to be guaranteed will be stated by BPS in its selection process for Temporary Service Provider. In order to receive any such guaranteed revenue from BPS; the Temporary Service Provider shall provide information as requested by BPS.

b. Such revenues shall be based on the "revenue potential" for the affected area. This "revenue potential" is an amount equal to the revenues that would be collected for basic services in a one month period, as reflected on the most recent records provided to BPS by the former Franchisee for the affected area, modified by Customer service changes recorded by the Temporary Service Provider during the temporary service period. "Extras," such as non-curb service or extra cans of Solid Waste or Yard Debris shall not be included when calculating the "revenue potential." Any applicable "terrain charges" shall be included. If the former Franchisee has not provided BPS with complete Customer lists during the forfeiture process, BPS will use the Customer counts and service level information provided on the former Franchisee's most recent Quarterly Recycling Report received by BPS and will work with the Temporary Service Provider to determine the actual number of Customers and service levels. In such cases, BPS retains the right to make a final decision on the amount of the "revenue potential."

c. Depending on BPS's ability to provide the Temporary Service Provider with Customer route, service and billing records, or on other circumstances, BPS may guarantee an amount more than equal to the "revenue potential" for the first months of service.

d. BPS's guarantee for any other months shall be an amount equal to the "revenue potential," or such other amount as is authorized by the City Council and stated in the selection process.

e. The Temporary Service Provider shall provide BPS with records of all revenues received from temporary Customers in applying for the City guaranteed revenues. In calculating the amount to be paid to the Temporary Service Provider, BPS will deduct actual revenue received for regular services, including any applicable terrain charges. Revenue for any "extras," such as non-curb service or extra cans of Solid Waste or Yard Debris, shall not be deducted by BPS in calculating the balance of the amount guaranteed to the Temporary Service Provider.

14. **Provision of Customer Information to BPS**. During the period of Temporary Service Provision, BPS may require the Temporary Service Provider to submit complete Customer route, service and billing information, in order to assure Customer service and to prepare for an orderly transition to the Replacement Franchisee. The Temporary Service Provider shall provide this information to BPS within 30 days of BPS's request. **(B/I)***

PART 3.7 MEDIATION

Upon notice from a Franchisee to BPS that a dispute exists which is not covered by the Residential Compliance and Enforcement section of the Administrative Rules, BPS and the Franchisee shall meet with a mutually acceptable mediator in an attempt to resolve the dispute.

The Franchisee's notice of dispute shall be in writing and include a detailed description of the matter in dispute.

The non-binding mediation shall occur in a timely manner after BPS has received notice. The mediation shall terminate upon either (1) resolution of the dispute; or (2) when the mediator determines that settlement of the disputed issue is not likely.

The parties to the mediation shall share the cost of the mediation proportional to their number. BPS reserves the ability to decline to participate in mediation due to fiscal constraints.