



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

February 27, 2025

Solid Waste Commissioners
Clackamas County

Members of the Commission:

EXECUTIVE SUMMARY:

This meeting of the Solid Waste Commission (SWC), taking place on Tuesday, March 4, 2025, is primarily dedicated for staff to provide updates and Commission members to raise issues to be discussed at this or future meetings. The highlights of our agenda are below.

- Recruitment update and Chair and Vice Chair elections
- Draft amendments to administrative rules
- Community survey results
- Recycling Modernization Act updates

Staff is interested in discussion around the draft amendments to administrative rules, the community survey results, and the Recycling Modernization Act. This meeting will serve as an introduction to the topics and serve as a starting point for the conversation.

Recruitment Update and Chair and Vice Chair Elections

Eight applications were received and three applicants were recommended to the Board of County Commissioners (BCC) for appointment. On 2/25/25, the BCC appointed two new members, Kris LaMar and Dawn Loomis, to their first terms and reappointed one member, Chad Oyler, to a second term.

Former commissioner Bill Potter served as Vice Chair of the commission. His departure requires the commission to vote for a new Vice Chair. Mr. Oyler will continue as chair until a future election. Please find the SWC bylaws attached and [here](#).

Draft Amendments to Administrative Rules

Staff has been reviewing the current administrative rules and identifying opportunities for clarification and improvement. Feedback is being sought from Solid Waste Commissioners and collectors. Attached please find a copy of the draft rules and our current rules for your reference. Our current rules are also available [here](#). This meeting will serve as an introduction to the topic, so we will identify pathways for future input. The goal is to be able to vote on the amendments at the next meeting in May.

Community Survey Results

Annually, the Sustainability and Solid Waste program mails out a customer satisfaction survey to community members regarding garbage and recycling collection. A postcard was mailed to approximately 187,000 residential, multifamily and commercial customers. It linked to an online survey, and 2024's updates included questions about glass and battery recycling. No incentive was provided to complete the survey that was available in English and Spanish, it included 15 questions, and it took approximately three minutes to complete. We received 703 responses, and staff looks forward to presenting the results and hearing Commissioners' thoughts.

Recycling Modernization Act Updates

[The Recycling Modernization Act](#) (RMA) became law Jan. 1, 2022, with recycling program impacts starting July 1, 2025. The law modernizes Oregon's recycling system, leveraging funding from producers of packaging, printing and writing paper and food serveware to create new opportunities for Oregon's local governments and their service providers, such as expanding recycling services, paying for customer-facing contamination reduction programs, providing partial funding for outreach materials and funding studies. All local governments, regardless of size, will be eligible to receive funding for recycling service expansion.

Staff has been engaging with the Oregon Department of Environmental Quality (DEQ), local government partners - including Metro, and the Producer Responsibility Organization (PRO - a nonprofit set up by brand owners to implement requirements of producers).

Circular Action Alliance (CAA) is the PRO representing brand owners in Oregon and other states adopting similar legislation: Maine, California, and Colorado. In March 2023, staff submitted RMA Needs Assessments in partnership with each of the cities in Clackamas County to help determine cities' needs as RMA rolls out, and staff continues to work with cities on this topic. Additionally, the PRO is responsible for establishing educational materials in partnership with local governments, and staff is currently participating in these conversations. These materials will help educate community members about the RMA and communicate the upcoming [Uniform Statewide Collection List](#) (USCL).

Sincerely,

Kate Taylor
Sustainability Analyst, Sr.

Attachments: Solid Waste Commission Bylaws, Draft Administrative Rules, Current Administrative Rules

CLACKAMAS COUNTY SOLID WASTE COMMISSION BYLAWS AND OPERATING PROCEDURES

ARTICLE I

The name of the organization shall be the Clackamas County Solid Waste Commission (the "Commission").

ARTICLE II

BOUNDARIES. The boundaries of the Commission shall be the same as those established by Clackamas County.

ARTICLE III

PURPOSE, GOALS AND DUTIES. The purpose, general goals and duties of the Commission are as set forth in Chapter 10 of the Clackamas County Code

ARTICLE IV

MEMBERSHIP. The Commission shall be made up of five voting members as set forth in Chapter 10 of the Clackamas County Code.

- a. Membership shall not be limited by race, creed, color, sex, age, heritage, national origin or income. Membership will be granted upon signing the official membership register. All new members signing up will be required to show proof of eligibility.
- b. Members of the Commission representing the public at-large and collection service franchise holders shall be 18 years of age or older and shall be selected from a pool of applicants solicited, received and appointed by the Clackamas County Board of County Commissioners. Those members of the Commission representing the public at-large shall be a resident of the recognized area.
- c. Except for public employees who serve by reason of and for the term of the position they hold, members shall have an appointment term of four (4) years. Members of the Commission shall serve until their successors are appointed and qualified. Expiration dates for the terms shall be staggered so that no more than one-third of the members' terms will expire in any year. Current public members seeking a new term on the Commission shall submit an application at least ninety (90) days prior to the expiration of their current term. Collection service franchise holder members may not serve consecutive terms. The Clackamas County Refuse and Recycling Association (CCRRA) shall submit two candidates for consideration for each term appointment.

- d. The following shall be advisors to the Commission, if they so elect or desire:
 - i. Representatives of the Metro Council.
 - ii. The Director of D.E.Q., or his/her authorized representative.
 - iii. The Clackamas County Extension Agent, or his/her authorized representative.
 - iv. Clackamas County Counsel, or his/her authorized representative.
 - v. The Advisor to the Clackamas County Refuse and Recycling Association or its authorized representative.
 - vi. Representatives from the recycling Industry or persons interested or associated with recycling.
- e. Public employee members, or advisors or the Commission may designate alternatives to serve in their place.

ARTICLE V

OFFICERS. The officers of the Commission shall include the following:

- a. Chairperson. The Chairperson shall preside over all meetings of the Commission and shall co-sign for all authorized expenditures, appoint committee heads and have the responsibility of the performance of such duties as prescribed in these bylaws. The Chairperson shall act as an ex-officio member of all committees.
- b. Vice-Chairperson: The Vice-Chairperson shall aid the Chairperson and perform the duties of the Chairperson in his/her absence or disability. The Vice-Chairperson shall maintain an accurate record of all income and expenses of the Commission and co-sign authorized expenditures. The Vice-Chairperson may maintain a bank account, if applicable, and present a statement of account at every meeting. The Vice-Chairperson's records shall be made available to any member or the public as required by the Oregon Public Records Law.
- c. The Commission shall provide the County Public and Government Affairs Department with a current list of officers and members.

SELECTION OF OFFICERS. The election of officers of the Commission shall be held in conjunction with the annual meeting. Members shall assume their duties immediately upon election to office. All members are eligible for election to officer positions. The Chairperson shall not vote for an officer except in the event of a tie when the Chairperson shall cast the deciding vote.

TERM OF OFFICE. The term of office for all officers shall be two (2) years, however, the officer shall continue to serve until a successor is elected or appointed to that office.

VACANCIES. A vacancy occurs when an officer dies, resigns, is removed, or has more than three (3) unexcused absences from meetings during a calendar year. A vacancy shall be filled by appointment by the Board of County Commissioners. The person appointed to fill the vacancy shall serve the remainder of the unexpired term and until a successor is elected or appointed to that office.

ARTICLE VI

MEETINGS. Meetings of the Commission shall be held in accordance with the Oregon Public Meetings Laws. An annual meeting shall be held once per year for the purpose of electing officers and such other business as deemed necessary.

The Chairperson, the Board, or any three members of the Commission may call special meetings at any time upon ten days notice to other members of the Commission; provided however, members may waive such notice. The time and location shall be determined by the Commission. Notice of all meetings shall be provided as required by ORS 192.640 of the Oregon Public Meetings Law. Minutes of all meetings shall be kept and shall be available for public inspection as required by ORS 192.650 of the Oregon Public Meetings Law. A copy of all meeting minutes shall be provided to the County Public and Government Relations Office.

QUORUM and VOTING. A quorum shall be present at a meeting in order for the Commission to transact business. A quorum consists of four members of the Commission, not just those present. A vacancy on the board does not affect the quorum requirements. The Commission can take official action only with the affirmative vote of a majority of the quorum present.

RECORDS. All records of the Commission shall be subject to disclosure except as allowed by exemptions of the Oregon Public Records Law.

ARTICLE VII

HEARING PROCESS AND PROCEDURE. The principles of parliamentary rules of procedures such as Robert's Rules of Order shall govern proceedings at any meeting of the Commission. The Chair shall be guided by these principles in deciding any procedural questions. The Chair's decision on procedural matters may be overruled by a majority of the members voting on the question. The Commission may establish a more detailed hearing procedure to provide for an orderly process for holding a public hearing.

ARTICLE VIII

COMMITTEES. The Commission may create committees as required to promote the purposes and objectives of the Commission. A chairperson for each committee shall be selected by the Commission Chairperson.

ARTICLE IX

AMENDMENTS. These by laws may be amended. Proposed amendments shall be submitted to the County Counsel for approval. Upon approval of the County Counsel, the proposed amendments shall be approved by the members of the Commission. However, the amendments shall not be in effect until approved by the Board of County Commissioners and that approval has been communicated back to the Chairperson.

The amended bylaws shall supersede all previous bylaws and become the governing rules for the Commission.

CLACKAMAS COUNTY

SOLID WASTE AND RECYCLING COLLECTION SERVICES

ADMINISTRATIVE REGULATIONS

Adopted: October 10, 1994
Amended: April 19, 1995
November 13, 2000
October 28, 2005
July 3, 2007
November 5, 2009
February 2, 2023

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PURPOSE. The purpose of this document is to articulate the standards, policies and rules for collection of solid waste, including recyclable material, yard debris and food waste, as authorized by the Clackamas County Code. These Regulations add detail to Code provisions and the Code and Regulations together represent the full set of County requirements. These Regulations replace all previous versions.

EQUITY AND INCLUSION. These Regulations reflect consideration of the impacts of the garbage and recycling system on all users and participants and provide a framework to implement services that equitably meet the needs of every person who lives, works and visits in Clackamas County.

I. DEFINITIONS.

All definitions in the County Code, Title 10, Chapters 10.03 and 10.04, are hereby made part of this Regulation. Additional words and phrases, listed below, shall have the following meaning in this Regulation.

Additional Recycling Collection Service (“Recycle+”). The optional on-call collection of a County designated list of materials for reuse or recycling. The Customer must request and pay a fee for this service.

Association. The Franchisee trade association known as Clackamas County Refuse & Recycling Association.

Bin. A plastic receptacle, with or without a lid, that is at least fourteen (14) gallons in capacity.

Board. Board of County Commissioners for Clackamas County.

Business. Any entity of one or more persons, corporate or otherwise, engaged in commercial, professional, charitable, political, industrial, educational, or other activity that is non-residential in nature, including public bodies.

Code. Clackamas County Code.

Collection Drive. The occasional collection of a County-designated material offered exclusively to Customers enrolled in the Additional Recycling Collection Service.

Collection Service Franchisee (“Franchisee”). A person to whom a collection service franchise is granted by the Board.

Commercial. Relating to an entity that is non-residential in nature.

Compactor. Any self-contained, power-driven, mechanical equipment designed for the containment and compaction of solid waste or wastes or recyclable materials.

Compacted Load. Any receptacle whose contents have been densified by mechanical or other means with the intent to increase the weight or density of the load.

Compost. The end product resulting from composting, commonly known as humus or soil amendments.

Compostable Material and Compostable. Yard debris or food waste that is source-separated for controlled biological decomposition..

Container. A receptacle, one cubic yard or larger in size, used to store solid waste or wastes or recyclable material, but not a drop box or compactor.

Covered Business. An organization that falls within the **Metro boundary** that cooks, assembles, processes, serves or sells food, or does so as a service provider for other enterprises, and generates more than 250 pounds per week of food waste.

Curbside/Roadside. A location within three (3) feet of a County Road, Public Access Road, State Road or Federal Road. This does not allow the solid waste or recycling receptacle to be placed on the inside of a fence or enclosure even if the receptacle is within three (3) feet of said road or roads. For residences on "Flag Lots", private roads, or driveways, "Curbside or Roadside" shall be the point where the private road or driveway intersects a County Road, Public Access Road, State Road or Federal Road.

Customer. Any resident, multifamily community and commercial entity to which a Franchisee provides collection service and is the person entering into an agreement with a Franchisee for such service.

Department. The State of Oregon Department of Environmental Quality, cited as DEQ.

Dispose or Disposal. Includes accumulations, storage, collection, transportation and disposal of solid waste and wastes or recyclable materials.

Drop Box. A single container designed for the storage and collection of large volumes of solid waste or wastes or recyclable materials, which is usually 10 cubic yards or larger in size, and provides for transportation of large volumes of solid waste or wastes or recyclable materials and is transported to a disposal site for transfer, land-filling, recycling, materials recovery or utilization and then emptied, and returned to either its original location or some other location.

Enclosure. A structure designed to provide shelter for receptacles.

Food Waste. Solid waste generated from the distribution, storage, preparation, cooking, handling, selling or serving of food for human consumption. Food waste includes but is not limited to excess, spoiled or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, rinds, and peels. Food waste does not include liquids or large amounts of oils and meats which are collected for rendering, fuel production or other non-disposal applications, or any food fit for human consumption that has been set aside, stored properly and is accepted for donation by a charitable organization or any food collected to feed animals in compliance with applicable regulations.

Franchise. A granting of the right and responsibility to provide collection service, a disposal site, or a transfer station pursuant to Section 10.03.140 of the Code.

Glass Bottles and Jars. Glass container, typically used to store food and beverage.

Gross Receipts. All receipts for the period from all revenue sources, before adjustments.

Material(s) Recovery Any process of obtaining from solid waste, by presegregation or otherwise, materials that still have useful physical or chemical properties and can be reused or recycled for some purpose.

Metropolitan Service District (Metro). The district organized under ORS Chapter 268 and exercising solid waste authority granted to such district under ORS Chapters 268, 459 and 459A.

Mixed Recyclables. Recyclable materials commingled in one receptacle, as designated by the County.

Multifamily Community. Apartment and condominium buildings with five (5) or more dwelling units; may also include retirement communities and mobile home parks.

Overweight Receptacle. Any receptacle with a total weight exceeding the County's identified maximum limit.

Person. Includes individuals, members, corporations, cooperatives, associations, firms, partnerships, joint stock companies, trusts and estates, municipalities and all other legal entities whatsoever.

Private Road. A private way created by deed or easement to provide vehicular ingress to, or egress from, three or more lots or parcels.

Receptacle. A can, cart, container, drop box, compactor, recycling bin or any other means of containment of solid waste or wastes or recyclable materials.

Recyclable Material. "Recyclable material" means any material identified for recycling collection under ORS 459A.914 or any other material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material.

Recycling. The process by which waste materials are transformed into new products in such a manner that the original products lose their identity. It shall also include the collection, transportation or storage of products by other than the original user or consumer, giving rise to the product being in the stream of commerce for collection, disposal, recycling, resource recovery or utilization.

Recycling Depot. A center, drop box or other place for receiving source-separated recyclable materials with or without compensation. This shall not include a salvage, junk or auto wrecking yard.

Regional Service Standard. A set of requirements established by Metro (Code Chapter 5.10, Administrative Rules Chapter 5.15) to establish a base level of service for all government recycling collection programs in Clackamas, Multnomah and Washington Counties. It includes standards for collection service and education and outreach.

Residential. Single-family dwellings and dwellings having four or fewer units.

Reuse. The return of a commodity into the economic stream for use in the same kind of application as before without change in its identity.

Roll Cart. A plastic, covered receptacle with an incorporated handle and wheels, used for receiving and holding solid waste, recyclables, or compostable materials, with a normal capacity range between 20 and 96 gallons.

Service. The collection, transportation, storage, disposal, solid waste management and utilization by a private company of solid waste or wastes or recyclable materials for compensation.

Service Area. The geographical area, in which service, other than operation of a disposal site, is provided.

Solid Waste and Wastes Management. The management of the accumulation, storage, collection, transportation, treatment, processing and final disposal or utilization of solid waste and wastes or resource recovery from solid waste, and facilities necessary or convenient to those activities. A Franchisee may contract with another person to

provide service of any type under the Franchisee's Collection Service Franchise, but the Franchisee shall remain ultimately responsible for solid waste and wastes management in the Franchisee's franchised area.

Source-Separated. The person who last uses recyclable material separates the recyclable or compostable material from other solid waste.

Unit. An individual living space that exists within a multifamily community.

Waste Management Fee(s). The current Board-approved charges to Customers for specific services.

Yard Debris. Grass clippings, leaves, tree and shrub pruning of no greater than four (4) inches in diameter, or similar yard and garden vegetation. Yard debris does not include dirt, sod, stumps, logs, tree and shrub pruning greater than four (4) inches in diameter, or rocks, plastic, animal waste or manure, cat litter, potting soil, prepared food wastes or non-putrescible material.

Yard Debris Processing Center. A facility which processes yard debris into compost or other products, through controlled mechanical and/or biological means.

All other terms used in these Administrative Regulations shall have meanings as defined in the Clackamas County Code Chapter 10.03 and 10.04.

II. GENERAL CONDITIONS

A. *Statement of Nondiscrimination.* A Franchisee shall not discriminate against or deny services to any person, property owner or tenant because of race, color, handicap, creed, sex, national origin, religion, familial status or marital status except as provided in Section 10.03.260 A (2) and (4) of the Clackamas County Code.

B. *Sources of County Authority.* A Franchisee recognizes that the authority of the Board comes from the following:

1. ORS 459.085, authorizing the Board, with respect to areas outside of cities, to do the following by ordinance, code, regulation or order adopted pursuant thereto:
 - a. Prescribe the quality and character of and rates for solid waste collection service, and the minimum requirements to guarantee maintenance of service.
 - b. Periodically review the application of uniform rates predicated on development in a particular area.
 - c. Divide the unincorporated area into service areas, grant franchises to persons for solid waste collection service within service areas, and establish and collect fees from persons holding franchises.
 - d. Prescribe a procedure for issuance, renewal or denial of a franchise to a person providing or proposing to provide solid waste collection service.
 - e. Establish an agency to be responsible for investigation or inspection of solid waste collection service proposed or provided under a franchise

or proposed franchise, such agency to have authority to order modifications, additions or extensions to the physical equipment, facilities, plan or service as shall be reasonable and necessary in the public interest.

f. Regulate solid waste management.

g. Provide for:

- i. The licensing of disposal sites as an alternative to franchising of service.
- ii. The regulation, licensing or franchising of salvage businesses or the operation of salvage sites where such action is found necessary to implement any part of a solid waste management plan applicable in the county; however, such a code shall grant the same authority and prescribe the same procedures as provided for other franchises or licenses under this section.

2. The general legislative power granted the Board by ORS 203.035.

C. *Limitations of County Authority.* A Franchisee recognizes that ORS 459.095 restricts the authority of local units of government by providing that no code, ordinance, order, regulation or contract affecting solid or liquid waste disposal, resource recovery or solid waste management shall conflict with regulations adopted by the Environmental Quality Commission of Oregon pursuant to ORS 459.045, a solid waste management plan or program adopted by Metro and approved by the DEQ, or any codes, ordinances or regulations adopted pursuant to any such plan or program.

D. *Future Changes of Laws, Codes, Ordinances or Regulations; and Review of Franchise System.* A franchise shall be renewed subject to the following provisions:

1. The power of the Board to amend the Code from time to time as the public interest may require.
2. The power of the Board to adopt or amend Regulations pertaining to the Code and to any other codes, ordinances, regulations or laws that may be adopted that affect the responsibilities, duties and rights of a Franchisee.
3. Any action that may result from recommendations of the Commission under Section 10.03.110 of the Code.
4. Periodic reviews at the discretion of the Commission.
5. The findings of the Board under Section 10.03.280 and penalties under Section 10.03.410 of the Code.

III. GENERAL RESPONSIBILITIES OF FRANCHISEES

A. *Code Compliance.* A Franchisee shall comply with all applicable provisions of Section 10.03 of the Code and any other provision of the Code as it may later be amended.

B. *Compliance with Specific Requirements.* A Franchisee shall comply with these Regulations and any Regulations promulgated in the future under Section 10.03.130 of the Code and any other provision of the Code as it may later be amended.

- C. *Policies.* A Franchisee is required to submit its policies, in writing, as defined in this document, to the County for review and approval.
- D. *Utilization of Solid Waste.* A Franchisee shall cooperate with the Board and with any agency of the County in connection with any program established for the utilization of solid waste by the use of a recycling depot, yard debris processing center or by any other method or program to encourage economically feasible energy recovery or savings of energy, material recovery, reduction, recycling, reuse, resource recovery, composting or any salvage of materials generally from solid waste.
- E. *Rights of Other Collection Franchisees.* A Franchisee shall respect the franchise rights of every other collection Franchisee.
- F. *Future Annexations, Consolidations or Mergers of Cities.* A Franchisee shall fully cooperate in carrying out the provisions of ORS 459.085(3) as now enacted or hereafter amended.
- G. *Mutual Cooperation.* A Franchisee shall cooperate with other Franchisees in dealing with problems under the Code and franchise system in the most efficient manner. This mutual cooperation may be voluntarily adopted by the Franchisees through their Association or may be directed by the Board in connection with any phase of administration, enforcement, and performance under the franchise system. A Franchisee may be required to participate in a joint venture or corporation, either separate from or through its Association. This condition is to be liberally interpreted toward the most efficient administration of the Code and franchise system.
- H. *Enforcement of Code.* A Franchisee shall assist the County in preventing illegal acts in violation of the Code, Regulations, the franchise system, and any solid waste management plan or solid waste reduction plan adopted by or applicable in the County. The County will consider amendments to the Code, Regulations, or new codes as necessary to improve enforcement of the solid waste and waste reduction program(s).
- I. *Additional Responsibilities.* In addition to the requirements set forth in the Code, a Franchisee shall:
1. Use only approved disposal sites.
 2. Provide directly or through subcontract all types of services as may be required by the County.
 3. Periodically notify Customers of the types of service available.
 4. Attempt to resolve all disputes between the Franchisee and its Customers in a prompt and amicable manner.
 5. Charge Customers according to the Waste Management Fee sheets.
 6. Make timely payment of franchise fees as required by the Code and file all reports required by the County in a timely manner.
 7. Use forms supplied by the County to apply to the County for a fee adjustment or for any other matter for which the County has a prescribed form.
 8. Comply with State of Oregon and County vehicle equipment standards. The company name and phone number of the Franchisee shall appear at a

prominent place on all containers, drop boxes, recycling containers and vehicles. A Franchisee shall operate collection vehicles so as to prevent dropping, leaking, blowing, sifting or escaping of any materials or liquids on any public or private road. For those containers and drop boxes requiring frequent cleaning, a Franchisee shall clean them and charge the cost of cleaning pursuant to the Waste Management Fee sheets.

9. Fully cooperate in the infectious waste collection program pursuant to ORS 459.386 to 459.405.
10. Fully cooperate with the County in developing a collection service plan for collecting source separated construction and demolition debris for recycling or reuse.

IV. GENERAL REQUIREMENTS OF FRANCHISEES

- A. *Service Availability.* A Franchisee shall make available, to every person in its service area, each of the solid waste collection services required by the County.
- B. *Service.* A Franchisee shall pick up solid waste, recyclables, food waste and yard debris set out for collection, provided the material is required to be collected in the Franchisee's area, and the material is properly prepared. A Franchisee is not required to:
 1. Collect a receptacle that exceeds the weight limits identified in Section X.G.
 2. Manually collect a can that does not meet the specifications of Section X.M.
 3. Remove a garbage can from an in-ground or sunken location.
- C. *Territory.* A Franchisee shall not intentionally collect any material from Customers in another Franchisee's service area within unincorporated Clackamas County, except as approved by the County.
- D. *Information about Services.* A Franchisee will provide the following information to Customers and non-Customers in their franchised area.
 1. A Franchisee shall provide all new Customers with written information about all services the County requires a Franchisee to provide and the Waste Management Fees for those services.
 2. Upon request, a Franchisee will provide a new Customer packet to existing Customers.
 3. A Franchisee will solicit non-Customers for service at least once every 24 months.
 4. A Franchisee will include information regarding the County's annual Waste Management Fee review on March, April, May and June invoices
 5. Up to four (4) times per year, a Franchisee will distribute County-provided information to Customers via methods determined by the County.
- E. *Responding to Inquiries and Complaints.* A Franchisee shall respond by the next standard business day (i.e., Monday through Friday, excluding holidays identified in section IV.G.1 of these Regulations) to Customer inquiries. Both office and on-route staff shall be knowledgeable and courteous in responding to Customer requests and

complaints. A Franchisee will provide staff to handle Customer calls between 9:00 a.m. and 4:30 p.m., Monday through Friday, and voice mail or an answering service when staff are unavailable. A Franchisee shall take reasonable steps to ensure that it makes interpretation services available in the languages identified in the Safe Harbor analysis in the Clackamas County Title VI Plan.

F. *Holiday and Adverse Conditions Notice.* Annually, a Franchisee shall provide notification to all Customers about holiday schedules and collection policies for adverse conditions, including, but not limited to, extreme weather, fire and smoke, and pandemics.

G. *Holiday and Adverse Conditions Service Changes.*

1. A Franchisee may postpone collection by one calendar day or one business day for Customers whose service falls on Christmas Day or New Year's Day.
2. A Franchisee may postpone collection when conditions make collection operations hazardous to people and equipment. In situations where garbage, recycling, food waste and yard debris collections are all postponed to subsequent week(s), a Franchisee will give priority to the collection of garbage and commercial food waste and collect cumulative amounts of all materials at no additional cost to the Customer. Postponed collections are not considered missed collections, because the service is rendered in due course. A Franchisee will not provide credits to Customers for postponed collections due to adverse conditions.
3. A Franchisee will notify Clackamas County by telephone or e-mail by 10 a.m. on the days that collection will be postponed and update its voicemail and web site at least daily to notify Customers of postponed collections.

H. *Waste Management Fees.*

1. A Franchisee shall not charge any fees other than those approved by the Board, with the exception of a lower fee for a service or receptacle provided for a charitable, community or benevolent purpose or event.
2. Unless otherwise requested by a Customer, a Franchisee must provide the lowest cost combination of receptacle size and collection frequency to meet the requested service level. If a Franchisee is unable to do this, it may utilize a different combination but must charge the Waste Management Fee representing the lowest cost for providing the service level. Except in cases where the franchisee has equipment sized to meet the need with one collection per week but the customer's service area is not adequate to accommodate the service of the receptacle.
3. A Franchisee shall provide advance written notice to Customers of any changes to a Waste Management Fee. This notice shall contain an explanation of such change. The County may request a review of the notice prior to distribution.

I. *Service Change.* A Franchisee shall make no change in the types of service or receptacles it provides without first submitting the proposed change to the County for review and approval. A Franchisee shall provide all Customers with advance written notice of an approved change(s).

J. *Missed Collections not due to Adverse Conditions.*

1. *Missed Collection due to Franchisee.* A Franchisee will service a missed collection within 24 hours of being notified by the Customer or County. A collection that does not occur due to a late or obstructed set-out by the Customer does not constitute a missed collection.
2. *Missed Collection due to Customer.*
 - a. *Residential.* A Franchisee will collect up to twice the amount of the subscribed level of service on the next regularly scheduled service day.
 - b. *Multifamily and Commercial.* A Franchisee shall inform the Customer on the same day that service was attempted and provide information on how to remedy the matter. If remedied and requested by the Customer, the Franchisee shall provide a special collection at the call-back fee established by the County.
 - c. A Franchisee shall document all reported missed collections through a verifiable means such as a log book or route video.
- K. *Collection Activity.* Whenever possible, in the operation of its equipment, a Franchisee shall minimize the disturbance in residential, multifamily and mixed-use neighborhoods, and in commercial areas adjacent to these neighborhoods
- L. *Maintaining Passage on Public Right-of-Way.* To the greatest extent practical, a Franchisee's collection equipment should not block mailboxes and passage of vehicles and pedestrians on public roads, streets and sidewalks.
- M. *Cleanup on Route.* A Franchisee shall immediately clean up all material blown, littered, broken or leaked during collection.
- N. *Transit.* To the greatest extent possible, all collection equipment shall be maintained to prevent blowing of solid waste or recyclables, or leaking, between collection point and point of disposal.

V. ADMINISTRATIVE REQUIREMENTS OF FRANCHISEES

- A. *Customer Accounts.*
 1. A Franchisee, when establishing or changing a Customer account, shall only request the following personal identification information from the Customer:
 - a. First and last name
 - b. Service and billing addresses
 - c. Primary phone number
 - d. Landlord name and phone number, if applicable
 - e. E-mail address, if applicable
 - f. Financial information needed to establish online payment, if applicable
 2. A Franchisee must, as required by County, State and Federal law, enact and follow security procedures to protect and prevent Customers' personally identifiable information from disclosure.

3. A Franchisee shall respond to requests for new service within one (1) business day. The Franchisee will commence service to the new account on the next regularly scheduled collection day or no later than five (5) business days after the day that the request was made, unless otherwise requested by the Customer.
4. A Franchisee shall provide each new Customer with information that includes a description of services and fees, material preparation guidelines, options for recycling non-curb-side materials, notification of business recycling and/or food waste recycling requirements, as applicable, and the Franchisee's contact information for service and billing issues. Contact information shall include the Franchisee's address, telephone number, email address and business hours.
5. A Franchisee shall not change any element of a Customer's collection service without giving at least fourteen (14) calendar days notice to the Customer and County, unless the change has been initiated by the Customer.
6. A Franchisee shall retrieve its receptacles from a terminated account from twenty-four (24) hours to five (5) business days after the time and date of termination and will inform the Customer of this schedule.

B. Customer Service.

1. General.

- a. Upon request, a Franchisee will provide a Customer with these Regulations and the current Waste Management Fee sheets.
- b. A Franchisee shall have a system to receive, compile and respond to service complaints including, but not limited to, missed collection, billing and service discontinuation. The Franchisee shall record all complaint calls and emails, including date, address, a summary of the complaint, and a description of the method of resolution.
- c. A Franchisee shall respond to calls and emails from Customers and the County within one (1) business day.

2. Billing (Can, Roll Cart and Container Service).

- a. A Franchisee shall have a written policy for billing procedures and reinstatement for non-payment.
- b. A Franchisee shall not require Customer payments to 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 a mailed billing statement or date an electronic billing is sent.
- c. If a Customer initiates or terminates service within a calendar month, the Franchisee shall prorate monthly fees and charges based upon the number of collections provided in that month.
- d. A billing statement shall contain:
 - i. The service address, billing period, Customer's level of service, and the billing fee, using terms consistent with the Waste Management Fee sheets.

- ii. An itemization and description of credits or additional charges incurred during the billing period, including, but not limited to, those for prorated service, extras, distance, overcapacity, non-sufficient payment funds, or vacation credits. These should use language consistent with the Waste Management Fee sheets.
- iii. The total amount due, including any charges brought forward, and payment due date.
- iv. The Franchisee's name, payment mailing address, email address, website address and Customer service phone number.
- e. In the case of a billing dispute, within five (5) business days of a request by a Customer or the County, a Franchisee shall provide the Customer's billing records or statement of account containing an itemized and dated list of any disputed charges.

3. *Billing (Drop Boxes and Compactors)*

- a. A Franchisee shall assess delivery, collection, mileage, rental, disposal and other fees according to Waste Management Fee sheets and shall provide the Customer with an itemization of these charges on the billing statement.
- b. A Franchisee may require that a Customer without regular drop box or compactor service pays service fees in advance.
- c. A Franchisee may send a notice of right to lien to the owner of the property to which a drop box or compactor will be delivered. The Franchisee shall disclose this to the Customer at the time a request for service is made.

4. *Refunds and Credits.*

- a. Within thirty (30) calendar days of being informed, or determining, that a refund is due to a Customer, a Franchisee shall either pay that refund or provide a credit on the Customer's next bill. The Customer shall identify their preferred option for a refund equal to or greater than \$50.00.
- b. Refunds or credits from overcharges shall be equal to the amount overcharged.
- c. A Franchisee shall provide a vacation credit to a Customer under the following terms: 1 week - 25%; 2 weeks - 50%; 3 weeks - 75%; longer than 3 weeks - 90%.

5. *Termination of Service.*

- a. A Franchisee may terminate or deny service to any Customer for failure to pay for service received or to pay in a timely manner. The County may require a Franchisee to continue service in cases in which tenants of the Customer are recipients of service.
- b. A Franchisee may not terminate a Customer's service for any other reason, including, but not limited to, non-payment of a prior tenant or an owner at the same service address, or of any other Customer's billed service.
- c. A Franchisee may not terminate a Customer's service while the Customer is attempting to resolve a billing dispute with the Franchisee or County.

- d. A Franchisee will give the Customer seven (7) days written notice of a pending termination or denial of service and provide the Customer with the opportunity to remedy the reason for the termination or denial of service.

C. Reporting

1. Administrative.

- a. A Franchisee will provide the County with the names, phone numbers and email addresses of its primary and secondary points of contact for the County during established business hours and, if different, for non-business hours in the event of an emergency.
- b. A Franchisee shall notify the County by email of any change in its physical or mailing address, phone number, business name or business hours. This notice must be submitted at least six (6) months before the effective date of the change.
- c. Upon request, a Franchisee shall make available to the County all individual Customer account information.
- d. By July 1 of each year, or prior to changes being made, a Franchisee shall submit a copy of all payment and reinstatement policies to the County for review and approval.

2. Quarterly Report.

- a. On a quarterly basis, a Franchisee shall submit reports to the County accurately documenting month-by-month collection data using a method, format and timeline prescribed by the County.
- b. By the 10th day of each month, a Franchisee shall report the name, physical and mailing addresses, phone numbers and email addresses for any new multifamily and commercial Customers, including existing businesses newly receiving food waste collection service. A Franchisee shall use a reporting method and format prescribed by the County.
- c. Following guidelines provided by the County, a Franchisee shall annually report to the County on educational and promotional activities performed within the county.

3. Supplemental Food Waste Report. At least quarterly, following the method, format and timeline prescribed by the County, a Franchisee will report accurate route-level data on food waste collection, including number of stops, count and volume of receptacles served, weight of material collected, and truck hours associated with the route. The data shall be organized by jurisdiction served, i.e., specific cities and unincorporated Clackamas County.

4. Quarterly Gross Receipts Statement. On a quarterly basis, following the method, format and timeline prescribed by the County, a Franchisee shall submit a report to the County accurately documenting gross receipts received during each of the previous three months.

5. Annual Report. A Franchisee shall annually submit to the County its production,

sale and purchase records, including income and expense statements, labor hours, truck hours, Customer and receptacle counts and tonnage reports. These records may also include, at the County's option, financial statements and tax returns for 12-month periods, from January 1 to December 31 of the previous year, for purposes of Waste Management Fees review (except in case of an emergency when Waste Management Fee review may be processed more frequently than annually). A Franchisee that has sold, cancelled, transferred or, in some other manner, discontinued operations must submit this report for that portion of the year in which the company operated.

6. *Other Reporting.*

- a. The County, at its discretion, may require a Franchisee to submit additional periodic or one-time reports or information.
 - b. A Franchisee shall have written policies for collection of extra solid waste, including preparation instructions for Customers, and for how it manages overweight containers. These policies shall be submitted to, and approved by, the County before they are implemented.
7. If the County determines that a report is inaccurate or incomplete, the Franchisee will correct and resubmit the form on a timetable determined by the County.

D. *Employee Training.*

1. A Franchisee shall, at least annually, provide its employees with Customer service training, including on implicit bias.

E. *Education and Promotion.*

A Franchisee shall participate in County-directed promotional and educational campaigns and comply with County requirements for notices to Customers, including, but not limited to, waste prevention tips, notification of the materials that are collected for recycling and composting, preparation instructions, business and food waste recycling requirements, service levels and schedules, fees, receptacle set-out and weight guidelines.

VI. COLLECTION REQUIREMENTS OF FRANCHISEES - GENERAL

A. *Receptacles.*

1. *Provision.* A Franchisee shall procure, deliver, maintain, repair and replace all solid waste, recycling, yard debris and food waste receptacles, except that as approved by the County, a rural residential Customer may choose to provide the receptacle for **20-gallon and 32-gallon non-mechanical collection service**. All Franchisee-provided receptacles are the property of the Franchisee.
2. *Receptacles Specifications.* A Franchisee shall adhere to all specifications in these Regulations and other County guidance for size, configuration, color and other characteristics of receptacles. In general, receptacles shall be: designed for safe handling; non-absorbent; watertight; vector-resistant; durable; easily cleaned; have lids or covers that can be readily removed or opened (except for drop boxes); and be in good condition when provided to Customers.
3. *Receptacle Size.* A Franchisee shall provide receptacles to Customer that are

consistent with the subscribed service level. If the size requested is not available the Franchisee will provide the next larger size or service more frequently until requested size is available.

4. *Swap-out and Cleaning.* A Franchisee shall not charge for a swap-out of receptacles. Upon request by the Customer, a Franchisee will clean receptacles up to two times per calendar year at no cost. Upon request by the Customer, a Franchisee will provide additional cleaning of these eligible receptacles and charge a fee each time that is equal to actual labor and equipment costs.
5. *Recycled Content.* All plastic receptacles purchased by a Franchisee must consist of at least 30% post-consumer recycled content unless otherwise authorized by the County.
6. *Labels.* A Franchisee shall label each receptacle, using County-provided or approved language and graphics that identify the material belonging in that receptacle. Decals or other signage shall be replaced as needed to maintain accuracy and a legible and tidy appearance.

B. Service.

1. *Placement of Containers, Drop Boxes and Compactors.*

- a. A Franchisee shall place a container, drop box or compactor in an enclosure when there is clear and unobstructed vehicle access to the enclosure and any gate or door can be opened and secured in that position at the time of service.
- b. A Franchisee shall not place a container, drop box or compactor:
 - i. In an area that has less than twenty (20) feet of vertical clearance.
 - ii. In a location that will obstruct vehicle, bicycle and pedestrian traffic.
 - iii. If wheeled, in an inclined location, unless the wheels are lockable and able to be positioned in a direction opposite the incline.
 - iv. On, over or behind a curb or any other obstruction that prevents ease of movement without the consent of the Customer.
 - v. In a location that will obstruct drainage, fire hydrants or emergency access to and from a structure.
- c. A Franchisee is not required to service a container, drop box or compactor that has been moved from its delivered location, unless agreed upon with the Customer.

2. *Drop Box and Compactor Service.*

- a. For non-regularly scheduled drop box or compactor service, including delivery and collection, a Franchisee shall provide service no later than two (2) business days after the time the request was made, provided:
 - i. the Customer's request is received before 2:00 p.m. and
 - ii. the Customer does not request delivery exceeding within two (2) business days.

- b. If unable to provide the service on this schedule, a Franchisee shall arrange service through another Franchisee.
 - c. A Franchisee shall provide collection of a drop box or compactor on a Saturday between 8:00 a.m. and 12:00 p.m. if the disposal site is open that day and subject to the notice requirements above.
3. *Unsafe Receptacles.*
- a. A Franchisee may choose to collect an unsafe receptacle, which is one that is so filled as to not allow material to fall freely, has large items extending from it, or is otherwise improperly loaded so as to potentially cause damage to equipment or harm to people.
 - b. A Franchisee may refuse to collect an unsafe receptacle. When refusing to collect an unsafe receptacle, a Franchisee shall notify the Customer and provide the Customer with the opportunity to remedy the condition. If the Customer corrects the unsafe receptacle and contacts the company on the same day the Franchisee will return to collect the material on the same day.
4. *Feedback to Customer on Improper Material Preparation.* A Franchisee shall provide telephone and email feedback, on the day of occurrence, to a Customer in response to improperly prepared or contaminated recyclables, yard debris and food waste. The feedback shall include instructions for proper preparation.
5. *Delivery.*
- a. A Franchisee shall ensure that all properly prepared and collected recyclables, yard debris and food waste are delivered to a properly permitted, certified or otherwise authorized processor or responsible end market (both terms as defined in ORS 459A.863 and further explicated in OAR 340-090-0670), or composting facility (as defined in OAR 340-093-0030(28)).
 - b. A Franchisee is prohibited from disposing as waste, or causing to be delivered for disposal, any source separated and collected recyclable material, yard debris or food waste unless a processor, responsible end market or composting facility rejected the material.
6. *Extra Solid Waste.* A Franchisee shall have a written policy for preparing, collecting and charging for extra solid waste. This policy shall be submitted to the County for review and approval.

VII. COLLECTION REQUIREMENTS OF FRANCHISEES - RESIDENTIAL

- A. *Collection Time.* A Franchisee shall not provide collection services between the hours of 10:00 p.m. and 6:00 a.m., except as authorized by the County. Adverse conditions may require adjustments to these restricted collection times.
- B. *Non-Curbside Collection and Distance Fees.*

Upon request, A Franchisee will provide a Customer with non-curbside collection for solid waste, recycling and yard debris. Non-curbside collection occurs when receptacles are more than three (3) feet from the curbside. A Franchisee shall charge the per service distance fee specified in the Waste Management Fee sheets, per service, unless a

Customer is disabled and unable to get their receptacles to the curbside/roadside.

C. *Bulky Waste Collection.* A Franchisee will provide collection of bulky items according to terms and fees in the Waste Management Fee sheets.

D. *Recycling and Yard Debris Collection.*

1. A Franchisee shall provide weekly recycling collection service to all Customers on the same day as garbage collection, and “recycling only” service to any single-family resident that requests it. A Franchisee shall provide weekly yard debris collection service to subscribed residential Customers within the urban fee zone on the same day as garbage.
2. . An exception may occur during adverse conditions.
3. All bins and carts provided by a Franchisee remain the property of the Franchisee.
 - a. A Franchisee shall provide one (1) 60 to 96-gallon roll cart for mixed recyclables collection in the Urban, Rural and Distant Rural fee zones and one (1) 60 to 96-gallon roll cart for yard debris collection in the Urban fee zone, except as allowed by the county or where the Customer has justifiable need for a smaller cart such as:
 - i. Physical limitations that inhibit the Customer’s ability to move the cart; or
 - ii. Single-family attached housing storage space constraints; or
 - iii. Homeowner association covenants.
 - b. A Franchisee shall provide at least one (1) receptacle for collection of glass bottles and jars.
 - c. If necessary, a Franchisee may provide one replacement receptacle, caused by customer neglect, at no charge and may assess a County-approved charge for subsequent replacements.
4. *Recyclable/Recoverable Materials.* The County shall designate the materials that a Franchisee is required to collect., which will include but are not limited to those identified on the Oregon Uniform State Collection List , including any determined by the Oregon Department of Environmental Quality to be specific to the metropolitan service area for Clackamas, Multnomah and Washington counties, and those on the Recycle+ list.
4. *Amount of Recyclable/recoverable Material.* A Franchisee will collect all properly prepared materials, subject to County-established limits on scrap metal and motor oil.
5. *Point of Collection.* Residential recyclable/recoverable materials and yard debris (where required) shall be collected at the curbside/roadside. If a curbside/roadside location is not available, collection shall be at such other location agreed upon between a Franchisee and Customer.

E. *Additional Recycling Collection Service (Recycle+).*

1. Upon Customer request, a Franchisee shall provide Additional Recycling Collection Service to urban residential Customers.

2. The County will designate the materials that a Franchisee is required to collect. The County may adjust the materials collected in this program in response to changes in recycling processing capacity, availability of responsible end markets or other considerations.
3. This service will be considered an on-call collection service. The Customer must request the service at least two (2) business days before the next designated collection day.
4. A Franchisee shall provide the opportunity for collection no less than every other week. The collection day does not need to be the same day of the week as other collection services.
5. The point of collection will be curbside/roadside. Non-curbside collection, if requested, will be provided as set forth on the Waste Management Fee schedule.
6. A Franchisee shall provide one (1) 15 to 25-gallon receptacle with a lid. The County will approve the receptacle, including its color.
7. A Franchisee will provide collection bags for each material placed inside the receptacle, unless otherwise noted. These may be reusable bags. If bags are plastic they must contain at least thirty (30) percent recycled content, if available. A Franchisee will collect the specified materials; each placed inside separate collection bags. All collection bags must fit inside the receptacle allowing the lid to close for collection.
8. As part of this service, a Franchisee may participate in special collection drives up to four (4) times per year, as approved by the County. The Franchisees, as a group, may choose to participate in more than four (4) collection drives. The materials collected for the drive will be selected in collaboration with the County. The County must approve the selection.

VIII. COLLECTION REQUIREMENTS OF FRANCHISEES - MULTIFAMILY

- A. *Collection Time.* A Franchisee shall not provide on-site collection between the hours of 10:00 p.m. and 6:00 a.m. Adverse conditions may may require adjustments to these restricted collection times.
- B. *Service.* A Franchisee shall provide collection service to all multifamily communities within its service area, consistent with the Regional Service Standard.. Exceptions may be granted in service areas outside the Metro district.
- C. *Yard Debris.* A Franchisee shall provide yard debris receptacles and collection if requested by the Customer and shall charge the appropriate Waste Management Fee for providing this service.
- D. *Service Frequency.* A Franchisee shall collect carts and containers at least weekly and compactors at least every 14 days. A Franchisee will work with the Customer to to prevent nuisance conditions by increasing frequency and/or receptacle size, as needed.
- E. *Point of Collection.* A Franchisee shall service all receptacles at a location mutually agreed upon between the Franchisee and the multifamily community owner or manager. The location shall meet the access requirements of ZDO 1021.
- F. Upon receiving a Customer request to terminate food scraps collection service, notify the County prior to removal of receptacles

- F. *Color of Shared Multifamily Receptacles.* All receptacles ordered by a Franchisee for multifamily Customers must meet the color standards below. All Franchisee-provided receptacles on site at a multifamily community must meet these standards by July 1, 2028. The standards do not apply to compactors and drop boxes.

Material	Color
Solid Waste	Gray or Black
Mixed Recyclables	Blue
Glass Bottles and Jars	Orange
Yard Debris and/or Food Waste	Green

- G. *Provision of Service Information.* At least annually, a Franchisee shall provide County-supplied information to each multifamily community owner and/or manager. This information will include services and rates, recycling guidelines and the Franchisee's contact information. The Franchisee will verify to the County that it has provided this information.

IX. COLLECTION REQUIREMENTS OF FRANCHISEES - COMMERCIAL

- A. *Collection Time.* A Franchisee may provide collection at any time of day. Except where Multifamily or Residential communities are in close proximity to collection points.
- B. *Service.* A Franchisee shall provide:
1. Solid waste service to all businesses within its service area upon request for such service.
 2. Recycling service to all businesses within its service area, unless that business has been exempted by the County or self-hauls its recyclables.
 3. Food waste service to each Covered Business and, if requested, to any non-Covered Business in the urban area of unincorporated Clackamas County.
 4. Yard debris service to all businesses within its Urban service area upon request for such service.
- C. *Service Frequency.* A Franchisee shall collect all materials, on a regular schedule and at a frequency that is mutually agreed upon between the Franchisee and the Customer and sufficient to avoid the creation of a nuisance. At a minimum, on-call service shall be offered. Food waste will be collected no less than every seven (7) days.
- D. *Point of Collection.* A Franchisee shall service all receptacles at a location that is mutually agreed upon between the Franchisee and Customer. The location shall meet the access requirements of ZDO 1021.
- E. *Locks.* A Franchisee shall provide locks for outside receptacles upon request. A Franchisee may charge the Customer for the cost of replacement locks.
- F. *Provision of Service Information and Assistance.*
1. At least annually, a Franchisee shall provide County-supplied information to each Customer. This information will include services and rates, recycling and food waste

guidelines, and the Franchisee's contact information. The Franchisee will verify to the County that it has provided this information.

2. A Franchisee shall provide each new Customer with a waste and recycling assessment to determine appropriate service levels and to identify opportunities to reduce waste.
3. A Franchisee shall refer each new Customer to the County for technical assistance and will do the same for any existing customer that requests assistance.

G. Food Waste Service Accounts. A Franchisee shall:

1. Provide new Customers with County-approved information on how to properly prepare food waste for collection.
2. Notify the County monthly of each new food waste service account.
3. Upon receiving a Customer request to terminate food scraps collection service, notify the County prior to removal of receptacles.

X. CUSTOMER REQUIREMENTS

A. General

1. *Preparation.* All materials shall be placed safely and securely in the appropriate receptacles, with lids closed, to prevent lightweight materials from blowing away prior to collection. **Materials shall not be placed in such a way that they will not fall freely out of the receptacle upon collection.**
2. *Preparation of Recyclable Materials and Food Waste.* Recyclables and food waste placed for collection shall be prepared in accordance with guidelines established by the County and published on its website, as well as in written documents available from a Franchisee and the County.
3. *Yard Debris.*
 - a. Shall be placed in a Franchisee-provided receptacle.
 - b. Extra yard debris may be placed in:
 - i. 32-gallon or smaller cans, labeled as yard debris, or
 - ii. 32-gallon paper lawn and leaf bags provided by the Customer, or
 - iii. Bundles not to exceed 18 inches in diameter nor 48 inches in length.
 - c. A Customer shall not place yard debris in a plastic bag.
 - d. Yard debris receptacles containing sod, dirt, rocks, metal, ashes, food or household waste shall be considered improperly prepared.
 - e. A Customer shall place yard debris in a receptacle so as to ensure the lid can fully close, not damage the receptacle and fall out freely upon collection.
4. *Special Waste.* A Customer shall take appropriate actions to ensure that hazardous materials, infectious waste, liquids or hot ashes are not put into a receptacle.

5. *Receptacle Location and Identification.*

- a. A Customer shall ensure that there is an area with safe and reasonable access in which a Franchisee may place receptacles for collection. This area must not block mailboxes and passage of vehicles and pedestrians on public roads, streets and sidewalks. If this area is within an enclosure, there must be clear and unobstructed access for collection vehicles and any gate or door must be able to be opened and secured in that open position.
- b. If more than one Customer places their receptacles at a common location, each Customer must identify their receptacles using the number of their address. Any containers, bags or boxes used for occasional extras should be identified in the same manner.

6. *Drop Box.* To ensure that a drop box can be securely covered for transport, a Customer shall not fill it beyond the designated fill line for heavy material nor above the top of the box for any material.

7. *Weight.*

- a. A Customer must ensure that a drop box or compactor to be collected by a Franchisee does not exceed the weight limits listed below. These limits reflect on-road laws for collection vehicles and the lifting capacity and/or manufacturer's specifications for collection equipment.
- b. A Customer must ensure that each receptacle does not exceed these weight limits:

Cans up to and including 34 gallons	60 lbs.
Roll carts up to 40 gallons	60 lbs.
Roll carts over 40 gallons, up to and including 60 gallons	100 lbs.
Roll carts over 60 gallons, up to and including 90 gallons	120 lbs.
Containers	275 lbs. per cubic yard
Drop box or Compactor	500 lbs. per cubic yard, with a maximum combined weight of the receptacle and its contents = 8,000 lbs.

8. *Damage.* A Franchisee may charge a Customer the cost of repair or replacement of a receptacle provided by the Franchisee if the Customer does not take reasonable care to prevent abuse, fire, vandalism, excessive wear or damage.

9. *Cleanup.* In the course of collection, if cleanup is required for spillage that is not caused by the collector, the collector may use its hourly rate to assess an appropriate charge.

10. *Return of Receptacles.* When terminating service, or if a Franchisee terminated service, a Customer shall make all receptacles available for the Franchisee to retrieve by twenty-four (24) hours after the time and date of service termination. Customer may be assessed a Board-approved fee for not meeting the terms of this provision.
11. *Liquids.* A Customer shall not place out any liquids for collection, other than properly prepared residentially-generated motor oil for recycling.
12. *In-Ground Cans.* A Customer with an in-ground can must place the can above ground for collection. The can must have a lid and side handles.
13. *Customer-Provided Receptacle.*
 - a. A Customer may provide a solid waste receptacle, intended for manual collection, that is 34 gallons or less in capacity. A Customer-provided receptacle shall have side handles, be non-absorbent, watertight, vector resistant, durable, easily cleaned and equipped with tight-fitting lids or covers that can be easily removed.
 - b. A Customer may provide a receptacle designed for mechanical collection when it is: (a) compatible with the equipment of its Franchisee or the Franchisee's subcontractor; and (b) is approved by the Franchisee and County.
 - c. The cost of retrofitting any Customer-provided collection receptacles shall be the responsibility of the Customer.
14. *Filling Receptacle.* A Customer shall not regularly overfill a receptacle so that the lid cannot be closed and/or otherwise securely covered. If a receptacle is regularly overfilled, a Franchisee may charge an additional Waste Management Fee. A Franchisee may require a Customer to use a larger receptacle and/or subscribe to more frequent service.
15. *Compacting.* If the contents of a solid waste can, cart or container are mechanically or manually compacted, a Customer will pay the compacted fee on the Waste Management Fee schedule.

B. Residential.

1. *Set-Out Time.* A Customer will set receptacles at the curbside/roadside by 6:00 a.m. on the Customer's designated collection day. Adverse conditions may affect this timing.
2. *Ownership of Receptacles.* A Customer shall leave all Franchisee-provided receptacles at the residence when the Customer moves or when the Customer or a Franchisee terminates service.

C. Multifamily.

1. *Placement of Materials.* At a multifamily community with shared and centralized location(s) for receptacles, a Customer or resident, if different, shall place all materials in the appropriate receptacles for collection.
2. *Service.*

- a. Multifamily property owners and/or managers must ensure their tenants have collection service for solid waste, mixed recyclables and glass bottles and jars. Service levels must meet or exceed those in the Multifamily Residential Service Standard.
- b. Multifamily property owners and/or managers must provide all residents, at move in and at least annually, with information on the availability of onsite recycling collection, the specific locations of recycling receptacles, and instructions on how to properly recycle.

D. Commercial.

- 1. **Shared Service.** At a multi-tenant commercial property with shared and centralized location(s) for receptacles, a Customer and tenants shall place all materials in the appropriate receptacles for collection..
- 2. **Locks.** A Customer may lock a receptacle serviced by a Franchisee but must only use locks provided by the Franchisee.
- 3. **Recycling Service.**
 - a. Unless exempted by the County, a business shall separate mixed recyclables and glass bottles and jars from other solid waste and place them into designated receptacles, maintaining separation of glass from other materials.
 - b. A business must provide recycling receptacles for internal collection and storage of mixed recyclables and glass prior to the materials being placed in outside receptacles for collection by a Franchisee or self-haul by the business.
 - c. At the sites where mixed recyclables and glass are collected, a business must post accurate instructional signs with information listing the acceptable items and guidelines on how to prepare them for collection.
- 4. **Food Waste Service.**
 - a. A Covered Business, and any non-Covered Business in the urban area that requests and receives food waste service, shall separate food waste from all other solid waste and place it into the designated food waste receptacle(s) provided by a Franchisee.
 - b. A business may manage its food waste onsite with prior approval by the County and so long as its food waste management activities comply with Clackamas County Code 10.03.060 and any other applicable provisions.

XI. Repealer

Any Regulations previously enacted under section 10.03.130 of the Clackamas County Code, which are inconsistent with this Regulation, are hereby repealed.

It is hereby ordered that these Regulations are approved and adopted effective immediately.

Dan Johnson, Director
Department of Transportation & Development
Clackamas County

Date

DRAFT

CLACKAMAS COUNTY

SOLID WASTE AND RECYCLING COLLECTION SERVICES

ADMINISTRATIVE REGULATIONS

FOR FRANCHISEE & CUSTOMER

Adopted: October 10, 1994

Amended: April 19, 1995

November 13, 2000

October 28, 2005

July 3, 2007

November 5, 2009

February 2, 2023

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PURPOSE. The purpose of this document is to articulate the standards, policies and regulations for collection of solid waste as authorized by the Clackamas County Code. These rules replace Regulation No. 1, dated November 14, 1989.

- I. **DEFINITIONS.** All definitions in the County Code, Title 10, Chapters 10.03 and 10.04, are hereby made part of this regulation. Additional words and phrases, listed below, shall have the following meaning in this regulation.

Additional Recycling Collection Service. The optional on-call collection of a County designated list of materials for reuse or recycling. The customer must request and pay a fee for this service.

Association. The franchisee trade association known as Clackamas County Refuse & Recycling Association.

Board. Board of County Commissioners for Clackamas County.

Code. Clackamas County Code Title 10, Chapters 10.03 and 10.04.

Collection Drive. The occasional collection of a County designated material offered exclusively to customers enrolled in the Additional Recycling Collection Service.

Collection Service. The collection, transportation, storage or disposal of solid waste or wastes for compensation, solid waste management and utilization as defined in this Code, and reuse or recycling of recyclable materials.

Collection Service Franchisee. A person to whom a collection service franchise is granted by the Board.

Compactor. Any self-contained, power-driven, mechanical equipment designed for the containment and compaction of solid waste or wastes or recyclable materials.

Container. A receptacle, one cubic yard or larger in size, used to store solid waste or wastes or recyclable material, but not a drop box or compactor.

Curbside/Roadside. A location within three (3) feet of a County Road, Public Access Road, State Road or Federal Road. This does not allow the solid waste or recycling receptacle to be placed on the inside of a fence or enclosure even if the receptacle is within three (3) feet of said road or roads. For residences on "Flag Lots", private roads, or driveways, "Curbside or Roadside" shall be the point where the private road or driveway intersects a County Road, Public Access Road, State Road or Federal Road.

Department. The State of Oregon Department of Environmental Quality, cited as DEQ.

Director. The Director of the Department of Transportation and Development of Clackamas County or his/her authorized representative.

Dispose or Disposal. Includes accumulations, storage, collection, transportation and disposal of solid waste and wastes or recyclable materials.

Drop Box. A single container designed for the storage and collection of large volumes of solid waste or wastes or recyclable materials, which is usually 10 cubic yards or larger in size, and provides for transportation of large volumes of solid waste or wastes or recyclable materials and is transported to a disposal site for transfer, land-filling, recycling, materials recovery or utilization and then emptied, and returned to either its original location or some other location.

EQC. The Environmental Quality Commission of Oregon, cited as EQC.

Franchise. A granting of the right and responsibility to provide collection service, a disposal site, or a transfer station pursuant to Section 10.03.140 of the Code.

Metropolitan Service District (Metro). The district organized under ORS Chapter 268 and exercising solid waste authority granted to such district under ORS Chapters 268, 459 and 459A.

Person. Includes individuals, members, corporations, cooperatives, associations, firms, partnerships, joint stock companies, trusts and estates, municipalities and all other legal entities whatsoever.

Receptacle. A can, cart, container, drop box, compactor, recycling bin or any other means of containment of solid waste or wastes or recyclable materials.

Recycling Depot. A center, drop box or other place for receiving source-separated recyclable materials with or without compensation. This shall not include a salvage, junk or auto wrecking yard.

Service. The collection, transportation, storage, disposal, solid waste management and utilization by a private company of solid waste or wastes or recyclable materials for compensation.

Service Area. The geographical area, in which service, other than operation of a disposal site is provided.

Solid Waste and Wastes Management. The management of the accumulation, storage, collection, transportation, treatment, processing and final disposal or utilization of solid waste and wastes or resource recovery from solid waste, and facilities necessary or convenient to those activities. The Collection Franchisee may contract with another person to provide service of any type under the Franchisee's Collection Service Franchise, but the Collection Franchisee shall remain ultimately responsible for solid waste and wastes management in the Collection Franchisee's franchised area.

Yard Debris Processing Center. A facility which processes yard debris into compost or other products, through controlled mechanical and/or biological means.

All other terms used in these Administrative Regulations shall have meanings as defined in the Clackamas County Code Chapter 10.

II. GENERAL CONDITIONS

Statement of Nondiscrimination. Franchisees shall not discriminate against or deny services to any person, property owner or tenant because of race, color, handicap, creed, sex, national origin, religion, familial status or marital status except as provided in Section 10.03.260 A (2) and (4) of the Clackamas County Code.

Sources of County Authority. Each franchisee recognizes that the authority of the Board comes from the following:

1. ORS 459.085, authorizing the Board, with respect to areas outside of cities, to do the following by ordinance, code, regulation or order adopted pursuant thereto:
 - a) Prescribe the quality and character of and rates for solid waste collection service, and the minimum requirements to guarantee maintenance of service.
 - b) Periodically review the application of uniform rates predicated on development in a particular area.
 - c) Divide the unincorporated area into service areas, grant franchises to persons for solid waste collection service within service areas, and establish and collect fees

from persons holding franchises.

- d) Prescribe a procedure for issuance, renewal or denial of a franchise to a person providing or proposing to provide solid waste collection service.
 - e) Establish an agency to be responsible for investigation or inspection of solid waste collection service proposed or provided under a franchise or proposed franchise, such agency to have authority to order modifications, additions or extensions to the physical equipment, facilities, plan or service as shall be reasonable and necessary in the public interest.
 - f) Regulate solid waste management.
 - g) Provide for:
 - (1) The licensing of disposal sites as an alternative to franchising of service.
 - (2) The regulation, licensing or franchising of salvage businesses or the operation of salvage sites where such action is found necessary to implement any part of a solid waste management plan applicable in the county; however, such a code shall grant the same authority and prescribe the same procedures as provided for other franchises or licenses under this section.
2. The general legislative power granted the Board by ORS 203.035.

Limitations of County Authority. Each franchisee recognizes that ORS 459.095 restricts the authority of local units of government by providing that no code, ordinance, order, regulation or contract affecting solid or liquid waste disposal, resource recovery or solid waste management shall conflict with regulations adopted by the EQC pursuant to ORS 459.045, a solid waste management plan or program adopted by Metro and approved by the DEQ, or any codes, ordinances or regulations adopted pursuant to any such plan or program.

Future Changes of Laws, Codes, Ordinances or Regulations; and Review of Franchise

System. Each franchise shall be renewed subject to the following provisions:

- 1. The power of the Board to amend the Code from time to time as the public interest may require.
- 2. The power of the Board to adopt or amend regulations pertaining to the Code and to any other codes, ordinances, regulations or laws that may be adopted that affect the responsibilities, duties and rights of the franchisee.
- 3. Any action that may result from recommendations of the Commission under Section 10.03.110 of the Code.
- 4. Periodic reviews at the discretion of the Commission.
- 5. The findings of the Board under Section 10.03.280 and penalties under Section 10.03.410 of the Code.

Responsibilities of Franchise Holders

1. *Code Compliance.* Each franchisee shall comply with Section 10.03.260 A of the Code and any other provision of the Code as it may later be amended.
2. *Compliance with Specific Requirements.* Each franchisee shall comply with these regulations and any regulations promulgated in the future under Section 10.03.130 of the Code and any other provision of the Code as it may later be amended.
3. *Policies.* Each franchisee is required to submit their policies, in writing, as defined in this document, to the County for review and approval.
4. *Utilization of Solid Waste.* Each franchisee shall cooperate with the Board and with any agency of the County in connection with any program established for the utilization of solid waste by the use of a recycling depot, yard debris processing center or by any other method or program to encourage economically feasible energy recovery or savings of energy, material recovery, reduction, recycling, reuse, resource recovery, composting or any salvage of materials generally from solid waste.
5. *Rights of Other Collection Franchisees.* Each franchisee shall respect the franchise rights of every other collection franchisee franchised by the County.
6. *Future Annexations, Consolidations or Mergers of Cities.* Each franchise holder shall fully cooperate in carrying out the provisions of ORS 459.085(3) as now enacted or hereafter amended.
7. *Mutual Cooperation.* Each franchisee shall cooperate in dealing with problems under the Code and franchise system in the most efficient manner. This mutual cooperation may be voluntarily adopted by the franchisees through their association, or may be directed by the Board in connection with any phase of administration, enforcement, and performance under the franchise system. Franchisees may be required to participate in a joint venture or corporation, either separate from or through their association. This condition is to be liberally interpreted toward the most efficient administration of the Code and franchise system.
8. *Enforcement of Code.* Each franchisee shall assist the County in preventing illegal acts in violation of the Code, the franchise system, and any solid waste management plan or solid waste reduction plan adopted by or applicable in the County. The County will consider amendments to the Code, regulations, or new codes as necessary to improve enforcement of the solid waste and waste reduction program(s).
9. *Information and Complaint Resolution.* Each franchisee shall respond by the next standard business day (i.e., Monday through Friday, excluding legal holidays) to customer inquiries. Both office and on-route staff shall be knowledgeable and courteous in responding to customer requests and customer complaints. Franchisee shall provide staff or telephone answering service to handle customer calls between 9:00 a.m. and 4:30 p.m., Monday through Friday, except legal holidays.

Other Requirements of Franchisees. In addition to the requirements set forth in the Code, each franchisee shall:

1. Use only approved disposal sites.

2. Provide directly or through subcontract all types of services as may be required by the County.
3. Actively seek new and additional customers within the franchised area.
4. Periodically notify customers of the types of service available.
5. Attempt to resolve all disputes between the franchisee and its customers in a prompt and amicable manner.
6. Charge customers according to the uniform fee structure as adopted by the County.
7. Make timely payment of franchise fees as required by the Code and file all reports required by the County in a timely manner.
8. Use forms supplied by the County to apply to the County for a fee adjustment or for any other matter for which the County has a prescribed form.
9. Annually submit production, sale and purchase records, including income and expense statements, labor hours, truck hours, customer and receptacle counts and tonnage reports. These records may also include, at the County's option, financial statements and tax returns for 12-month periods, from January 1 to December 31 of the previous year, for purposes of solid waste management fee review (except in case of an emergency when a solid waste management fee review may be processed more frequently than annually).
10. Comply with vehicle equipment standards adopted by the State of Oregon. The company name and phone number of the franchisee shall appear at a prominent place on all containers, drop boxes, recycling containers and vehicles, and they shall be maintained in a safe and sanitary manner. For those containers and drop boxes requiring frequent cleaning, the franchisee shall clean them and charge the cost of cleaning pursuant to the County Waste Management Fee structure.
11. Annually report to the County on educational and promotional activities performed within the County for the purpose of preparing the annual DEQ and Metro recycling reports.
12. Fully cooperate in the infectious waste collection program pursuant to ORS 459.386(2) to 459.405.
13. Fully cooperate with the County in developing a collection service plan for collecting source separated construction and demolition debris for recycling or reuse.

III. FRANCHISEE GENERAL RESPONSIBILITIES

Collection Service Availability. Each franchisee shall make available, to every person in its service area, each of the solid waste collection services required by the County.

Collection. Each franchisee shall pick up solid waste, recyclables and yard debris set out for collection, provided the material is required to be collected in the franchisee's area, and provided the material is properly prepared, separated and placed.

Information about Services. Each franchisee shall provide all new customers (and existing customers, upon request) with written information about all services the County requires to be provided by the franchisee and the solid waste management fee for those services.

Holiday and Inclement Weather Conditions. Annually, each franchisee shall provide notification to all customers about holiday schedules and collection policies for inclement weather conditions.

Inclement Weather Conditions. Franchisees may postpone collections when weather conditions make driving hazardous. In situations where garbage, recycling, and yard debris collections are all postponed to subsequent week(s), franchisees will give priority to the collection of garbage.

Garbage. The franchisee will pick up postponed collections of garbage as weather and road conditions permit. If collection must be postponed to a subsequent week(s), the cumulative amount of the current subscribed service level will be collected.

Recycling. Collection will be postponed to a subsequent week(s) as weather and road conditions permit. Resumption of recycling collection may be postponed past the following week if there have been several days of inclement weather and the franchisee is using available staff and trucks to catch up on garbage collections.

Yard Debris. Collection will be postponed to a subsequent week(s) as weather and road conditions permit. Resumption of yard debris collection may be postponed past the following week if there have been several days of inclement weather and the franchisee is using available staff and trucks to catch up on garbage and recycling collections. When collection resumes the cumulative amount of the current subscribed service level will be collected.

Notification of Postponed Collection. The franchisee will notify Clackamas County by 10 a.m. by telephone or e-mail on the days that collection will be postponed. The franchisee will update their voicemail and web site at least daily, notifying customers of postponed collections.

Billing. Postponed collections are not considered missed collections, because the service is rendered in due course. Credits are not available for postponed collections due to inclement weather.

Solid Waste Management Fee Change. All fees must be approved by the County. Each franchisee shall provide advance written notice to customers of any changes to a

solid waste management fee or fees. This notice shall contain an explanation of such change. Clackamas County may request a review of the notice prior to distribution.

Service Change. A franchisee shall make no significant change(s) in service or receptacle type(s) without first submitting the proposed change(s) to the County for review and approval. Franchisee shall provide all customers with advance written notice of approved change(s).

Customer Credits. Each franchisee shall have a written policy, on file with the County, on customer credits for: vacations, missed pickups and any other event that could generate a credit.

Missed Pickups. Each franchisee shall collect pickups missed by the franchisee, upon customer request, if notified within one business day following customer's regular service. There shall be no additional charge to collect said missed solid waste. This rule does not include holidays or extreme weather conditions.

Billing Procedures. Each franchisee shall have a written policy for billing procedures and reinstatement for non-payment. No billing(s), except reinstatement billings, shall exceed two months' advance payment. All payment policies shall be printed on customers' statements. A copy of all payment and reinstatement policies shall be submitted to the County for review and approval.

Collection Activity. Whenever possible, a franchisee shall minimize the disturbance in residential neighborhoods in the operation of their equipment.

Maintaining Passage on Public Right-of-Way. To the greatest extent practical, a franchisee should avoid blocking passage of vehicles and pedestrians on public roads, streets and sidewalks, and avoid blocking mailboxes with collection equipment.

Location of Empty Receptacles. A franchisee shall not leave emptied receptacles in a location where they obstruct the sidewalk, bikeway, or impede traffic flow.

Cleanup on Route. Each franchisee shall make a reasonable effort to pick up all material blown, littered, broken or leaked during the course of collection.

Transit. All collection equipment shall be maintained to prevent blowing of solid waste or recyclables, or leaking, to the greatest extent possible, between collection point and point of disposal.

Weight Information. Upon request, franchisee shall furnish customers with information concerning limitations of their equipment relating to volume and weight.

IV. FRANCHISEE COLLECTION

Solid Waste

1. *Extra Solid Waste.* Franchisee shall have a written policy for preparing, hauling and charging for extra solid waste. This policy shall be submitted to the County for review and approval.
2. *Receptacles.* Receptacles made available by a franchisee to their customers shall be 1) designed for safe handling, 2) non-absorbent, 3) watertight, 4) vector-resistant, 5) durable, 6) easily cleaned, and 7) (except for drop boxes) provided with lids or covers that can be readily removed or opened.
3. *In-Ground Can(s).* A franchisee is not required to remove a garbage can from an in-ground or "sunken" location.
4. *Can Limitations.* A franchisee is not required to collect a can over 34 gallons nor one without a lid or side handles.

Recycling & Yard Debris

1. *Volume of Material.* With the exception of scrap metal, motor oil and yard debris, there is no set limit as to the volume of materials that can be set out for weekly collection. However, a franchisee may provide written information to their customers requesting their office be contacted in advance when large volumes of recyclables are to be set out for collection.
2. *Improper Material Preparation.* Written information shall be left with all improperly prepared recyclables, including yard debris. Said notice shall provide instructions for proper preparation.
3. *Delivery.* Each franchisee shall ensure that all properly prepared and collected recyclables and yard debris are delivered to a processor or broker of recyclable material or to an end-use market. A franchisee shall be prohibited from delivering, or causing to be delivered for disposal, any source separated and collected recyclable material or yard debris unless the recyclable material or yard debris was rejected by a processor or broker.
4. *Promotion/Education.* Each franchisee shall participate in any County-directed promotional and educational campaigns.
5. *Signage.* Each franchisee shall maintain signage on each receptacle clearly identifying the material belonging in that particular receptacle. Decals or other signage shall be replaced as needed to maintain a legible and tidy appearance.
6. *DEQ Requirements.* Each franchisee shall comply with DEQ and County requirements for notices to customers concerning recycling services.
7. *Service Area.* A franchisee shall not intentionally collect recyclable material or any yard debris from customers in another franchisee's service area within unincorporated Clackamas County except by County-approved subcontract.

8. *Recyclable Materials List.* The County shall designate the recyclable materials required to be collected and the customers to receive this service, taking into consideration the technical feasibility of said service.
9. *Residential*
 - a) *Service.* Each franchisee shall provide all residents within their service area recycling collection service as required by the County.
 - b) *Receptacles for the Collection of Recyclables.* Franchisees using bins shall provide each customer with two recycling bins at no charge. If necessary, one replacement recycling bin shall be provided at no charge. A County approved charge may be required for subsequent replacements. Franchisees using roll carts shall provide each customer with one roll cart. All bins and carts remain the property of the franchisee.
 - c) *Collection Day.* Recyclable materials shall be collected weekly on the same day as garbage collection for any given resident. Yard debris shall be collected weekly from residential customers within Metro's Urban Growth Boundary, but not necessarily on the same day as garbage.
 - d) *Point of Collection.* Residential recyclable materials and yard debris (where required) shall be collected at the curbside/roadside. If a curbside/roadside location is not available, collection shall be at such other location agreed upon between franchisee and customer.
 - e) *Additional Recycling Collection Service*
 1. The franchisee will provide Additional Recycling Collection Service to urban residential customers, upon customer request, effective January 1, 2023.
 2. The point of collection will be curbside/roadside. Non-curbside collection, if requested, will be provided as set forth on the County fee schedule.
 3. The opportunity for collection will be provided no less than every-other-week. The collection day may or may not be the same day of the week as other collection services.
 4. This service will be considered an on-call collection service. The customer must request the service at least two (2) business days before the next designated collection day.
 5. The franchisee will provide one (1) 15 to 25-gallon receptacle with a lid. The County will approve the receptacle, including its color.
 6. The franchisee will provide clear, plastic collection bags for materials placed inside the receptacle, unless otherwise noted. These bags must contain at least thirty (30) percent recycled content, if available.
 7. The franchisee will collect the following materials placed inside collection bags. All collection bags must fit inside the receptacle allowing the lid to close for collection. All materials must be prepared following County guidelines and educational materials:
 - a. Compact fluorescent lightbulbs collected in one (1) gallon customer-provided bag(s).
 - b. Plastic film, #2 HDPE and #4 LDPE only, collected in franchisee-provided bag(s).

- c. Textiles collected in franchisee provided bag(s).
 - d. Number #1 PET/PETE clear plastic, hinged, clamshells collected in franchisee-provided bag(s).
 - e. Other materials, as determined by the County.
8. The County may adjust the materials collected in the Additional recycling Collection Service program in response to changes in recycling processing capacity or availability of recycling markets.
 9. The franchisee shall participate in special collection drives, as part of this service, up to four (4) times per year, as approved by the County. The franchisees, as a group, may choose to participate in more than four (4) collection drives. Materials collected for reuse will be determined in collaboration with local reuse organizations, the County and the franchisees.

10. Commercial

- a) Service. Each franchisee shall provide recycling service to all commercial businesses within their service area upon request for such service.
- b) Materials Included. At a minimum all recyclable materials included in the residential program are included in the commercial program, except for motor oil and household batteries.
- c) Glass Bottles and Jars. Franchisee shall keep glass bottles and jars separate from other recyclables on their vehicles.
- d) Service Frequency. Recyclable materials shall be collected on a regular schedule, at a frequency that is mutually agreed upon between the franchisee and the customer. At a minimum, on-call service shall be offered.
- e) Timely Response. Franchisee shall respond to requests for service within seven days. The response shall include delivery of needed recycling receptacles, promotional materials or a phone call to schedule delivery.
- f) Point of Collection. Collection of commercial recyclable materials shall be at a location that is mutually agreed upon between the franchisee and the customer.
- g) Receptacles. Franchisee shall provide receptacles at a central collection site. Receptacles shall be adequate for the volume of material produced. To receive a cardboard container, a minimum of one cubic yard of material per week may be required by the franchisee. For receptacles for other materials, a minimum of one 35- gallon cart of material per month is required. Receptacles shall have signage informing the customer which material belongs in the receptacle.
- h) Locks. Franchisee shall provide locks for outside receptacles upon request. The customer may be charged the cost of replacement locks.
- i) Improper Preparation. If a customer improperly prepares material, the franchisee may refuse to collect it, and shall inform the customer within one business day that the material was improperly prepared and provide instructions for proper preparation.

- j) **Promotion.** Franchisee shall annually notify customers of materials that can be collected for recycling and encourage them to participate.

11. Multifamily

- a) **Service.** Each franchisee shall provide recycling service to all multifamily complexes within their service area upon request for such service by the owner or manager of a multifamily complex.
- b) **Service Frequency.** Recyclable materials shall be collected at a frequency that is mutually agreed upon between the franchisee and the customer.
- c) **Point of Collection.** Collection of multifamily recyclable materials shall be at a location mutually agreed upon between the franchisee and the owner/manager.
- d) **Receptacles.** A franchisee is required to provide receptacles for recyclables. If the owner/manager of a multifamily complex chooses to provide the recycling receptacles, they shall be compatible with said franchisee's collection method and equipment.
- e) **Additional Recycling Collection Service.** The franchisee will provide this service to multi-family households located in the urban fee zone, upon request, no later than January 1, 2024. The provision of this service may require owner, property manager or Homeowner Association (HOA) approval.

V. CUSTOMER REQUIREMENTS

General

1. **Preparation.** Solid waste shall be placed safely and securely in a receptacle to prevent lightweight materials from blowing away prior to being collected.
2. **Special Waste.** Customers shall take appropriate actions to ensure that hazardous materials, infectious waste or hot ashes are not put into a receptacle.
3. **Location.** Receptacles for collection shall be placed in an area where there is safe and reasonable access by the franchisee.
4. **Drop Box.** To ensure that drop boxes can be securely covered for transport, they shall not be filled beyond the designated fill line for heavy material nor above the top of the box for any material.

5. *Weight.* Franchisee may refuse to collect a drop box or other receptacle, whether or not compacted, that would put their equipment over the legal weight limits of state or local laws, exceed the lifting capacity of their equipment and/or manufacturer's specifications, or that cannot be securely covered. The maximum weight required to be collected in any single receptacle is:

- a) Cans up to and including 34 gallons = 60 lbs
- b) Roll carts up to 40 gallons = 60 lbs
- c) Roll carts over 40 gallons, up to and including 60 gallons = 100 lbs
- d) Roll carts from 61 gallons, up to and including 90 gallons = 120 lbs

Each franchisee shall have a policy on how they handle overweight containers.

6. *Damage.* The franchisee may charge the customer the cost of repair or replacement of a receptacle provided by the franchisee if customer does not take reasonable care to prevent abuse, fire, vandalism, excessive wear or damage.
7. *Cleanup.* If cleanup is required for spillage that is not caused by the collector in the course of collection, the hourly rate may be used to assess an appropriate charge.

Solid Waste

1. *Liquids.* No liquids, other than residentially generated motor oil for recycling, shall be placed for collection.
2. *In-Ground.* If a customer wishes collection service of a garbage can from an in-ground or "sunken" location, they are responsible for placement of the can above ground. The can must have a lid and side handles.
3. *Customer-Provided Receptacle.* Any receptacle over 34-gallon capacity shall be approved by the franchisee based on safety, equipment compatibility and availability. All customer-provided receptacles shall have side handles, be non-absorbent, watertight, vector resistant, durable, easily cleaned and equipped with tight-fitting lids or covers that can be easily removed. No receptacle designed for mechanical collection shall be provided by the customer.
4. *Filling Receptacle.* Customers shall not overfill a receptacle so that the lid cannot be closed and/or securely covered. If a receptacle is overfilled, an additional County-approved fee may be charged.
5. *Compacting.* If the contents of a can, cart or container are compacted either mechanically or manually, the compacted solid waste management fee approved by the County shall be charged.
6. *Identification of Receptacles.* If more than one customer places their receptacles at a common location, each customer must identify their receptacles using the house number of their address. Any containers, bags or boxes used for occasional extras should be identified in the same manner. If not identified, the franchisee may refuse to collect the solid waste.

Recycling

1. Residential

- a) Preparation. Materials shall be prepared as described below and separated into these categories. (Under certain conditions, upon County approval, additional separation and bagging may be required of the customer.)
- (1) The following items may be placed together in one receptacle (bin or roll cart):
- (a) Magazines: Place loose in container.
 - (b) Newspapers: Place loose in container.
 - (c) Corrugated Cardboard: (including brown paper bags.) Any single piece is limited in size to 36 inches. Flatten, place pieces in container. Bin-- Pieces that don't fit in the bin should be stacked and placed under the bin. Roll cart-- Pieces that don't fit loosely in the roll cart with the lid closed should be flattened and placed beside the cart.
 - (d) Scrap Paper: Includes opened mail, envelopes, paper egg cartons, cereal and shoe boxes, phone books, catalogs and wrapping paper. Exclude food-contaminated paper or foil, waxy or plastic-coated papers. Place loose in roll cart or put in a paper bag before placing in bin.
 - (e) Aerosol Cans: Must be completely empty with lids removed. Do not crush or flatten; nozzle button should remain in place.
 - (f) Aluminum: Includes aluminum cans, containers and foil; rinsed clean of food or food residues.
 - (g) Steel (Tin) Cans: Includes cans, metal can ends, and bottle and jar lids. Shall be rinsed clean. Empty paint cans, with only a thin skin of paint remaining, may be included.
 - (h) Scrap Metal: Any single piece or bundle is limited to 30 inches in size in any direction and 40 pounds.
 - (i) Plastic Bottles and Tubs: Six ounces to five gallons in size. Includes rigid plastic nursery pots four inches and larger. Must be rinsed clean; labels are okay. Exclude lids and caps. Exclude bottles or tubs that have contained hazardous materials. The following items shall not be collected in the same receptacle containing items listed in this section: 1) plastic bags and film, 2) Styrofoam® packaging, peanuts, trays and take-out containers, 3) clear "clamshells" and bakery containers, 4) plastic trays, cups, plates, and silverware, 4) toys and large plastic items, 5) blister packaging (tough, clear, product-shaped, display plastic}, and 6) biodegradable or compostable plastics.
- (2) Glass Bottles & Jars: Place separate from all other recyclables in a paper bag, bucket or recycle bin.. Must be rinsed clean; labels are okay. Exclude lids and caps. The following items shall not be collected: drinking glasses, cookware,

plate glass, safety glass, light bulbs, ceramics and non-glass materials.

(3) **Household Batteries:** Alkaline, 6-volt to 9-volt, rechargeable alkaline, NiCad, lithium, silver oxide and button cell batteries. All batteries must be contained in a one (1) quart, zip-sealed, see-through plastic bag placed in the glass recycling receptacle on top of glass bottles/jars. All batteries, except standard alkaline, must have terminal ends taped. No vehicle or battery backup (UPS) units, or other lead acid batteries shall be included.

(4) **Motor Oil:** Shall be in marked, unbreakable, leak-proof containers not to exceed two gallons in size. Container shall have a screw top. No other fluids are to be included. The total quantity collected shall not exceed five gallons at any one time.

b) **Yard Debris**

(1) Shall be placed in a franchisee-provided receptacle.

(2) Extra yard debris may be placed in:

- (a) 32-gallon or smaller garbage cans, labeled yard debris, or
- (b) 32-gallon paper lawn and leaf bags provided by the customer, or
- (c) Bundles not to exceed 18 inches in diameter nor 48 inches in length.

(3) A franchisee is not required to collect yard debris placed in a plastic bag.

(4) Sod, dirt, rocks, metal, ashes, food, household garbage or branches exceeding four inches in diameter or 48 inches in length shall not be collected as yard debris.

(5) Yard debris placed in a receptacle should be loosely loaded to minimize damage to the receptacle and to facilitate emptying, and should not overflow the top of the receptacle.

(6) Weight of receptacle and contents shall adhere to the weight standards in Section V.5.

c) **Other Materials.** The County reserves the right to add and modify materials and preparation requirements listed in this section.

d) **Placement.** Customers shall place recyclables at curbside/roadside in a receptacle separate and distinct from solid waste intended for disposal. Receptacles shall not be placed in an area where they obstruct the sidewalk, bikeway or impede traffic flow or block mailboxes.

e) **Collection Time.** Customers shall set materials at the curbside/roadside by 6 a.m. on the customer's designated collection day, or any time mutually agreed upon by customer and franchisee.

f) **Receptacle Ownership.** Receptacles provided by a franchisee remain the property of the franchisee and are to be left at the residence when a customer moves.

2. Commercial

- a) Placement Customer shall place materials in central recycling receptacles at a location mutually agreed upon by franchisee and customer. Franchisee is not required to enter the premises to collect the material. Customer must provide adequate space and access to service receptacles.
- b) Weight. Customer shall make sure that containers do not exceed the maximum weight designated by the manufacturer for the equipment
- c) Volume. Franchisee is not required to collect incidental volumes of materials.
- d) Preparation. Materials shall be prepared according to these instructions and separated as per franchisee instructions.
 - (1) Newspaper & Magazines: Clean, free from non-paper items.
 - (2) Corrugated Cardboard: Boxes shall be flattened and placed in labeled container or stacked per the franchisee's instructions. If, by failing to flatten boxes the customer causes the franchisee to collect more frequently than would otherwise occur if boxes were flattened, franchisee may remove the container and discontinue service. Materials shall be free of packing material (foam, metal, plastics).
 - (3) Office Scrap Paper: Includes white and colored office paper, thermal fax paper, carbonless paper, envelopes, sticky notes, brochures, opened unwanted mail, tablet backs, paper bags, file folders, phone books, catalogs, etc. Staples are okay. Remove large metal clasps. Exclude food-contaminated paper or foil, waxy or plastic-coated papers. White paper may be collected separately from office scrap paper upon agreement with the franchisee.
 - (4) Metals: Includes aluminum cans, steel (tin) cans, empty aerosol cans, and small pieces of scrap metal (less than 30 inches in size in any direction and 40 pounds). Remove non-metal parts, food and/or other residue.
 - (5) Plastic Bottles and Tubs: Six ounces to five gallons in size. Includes rigid plastic nursery pots four inches and larger. Must be rinsed clean; labels are okay. Exclude lids and caps. Exclude bottles or tubs that have contained hazardous materials. The following items shall not be collected: 1) plastic bags and film, 2) Styrofoam® packaging, peanuts, trays and take-out containers, 3) clear "clamshells" and bakery containers, 4) plastic trays, cups, plates, and silverware, 4) Toys and large plastic items, 5) blister packaging (tough, clear, product-shaped, display plastic}, and 6) biodegradable plastics.
 - (6) Glass Bottles & Jars: Shall be kept in separate recycling receptacle from all other recyclables. Must be rinsed clean; labels are okay. Exclude lids and caps. The following items shall not be collected: drinking glasses, cookware, plate glass, safety glass, light bulbs, ceramics and non-glass materials.
- e) Improper Preparation. If notified by franchisee of improperly prepared materials, customer shall prepare items correctly or dispose of them as garbage.

VI. Repealer

Any regulations previously enacted under section 10.03.130 of the Clackamas County Code, which are inconsistent with this regulation, are hereby repealed.

It is hereby ordered that these Regulations are approved and adopted effective immediately.



Dan Johnson, Director
Department of Transportation & Development
Clackamas County

Date 2-14-2023