ORDINANCE NO. 814

AN ORDINANCE OF THE CITY OF WILSONVILLE CREATING A FRANCHISE AGREEMENT FOR SOLID WASTE MANAGEMENT AND COLLECTION WITHIN THE CITY AND REPEALING ORDINANCE NOS. 204, 281, 424, AND 443 AND RESOLUTIONS NOS. 1077 AND 2566.

WHEREAS, Oregon Revised Statutes (ORS) Chapter 459 grants the City of Wilsonville ("City") the authority to regulate solid waste collection and mandates the development of a recycling program; and

WHEREAS, the City desires to ensure efficient and comprehensive solid waste management and collection services are available to all residents, businesses, and organizations within the City; and

WHEREAS, the City Council has determined that public health, safety, and well-being require an exclusive franchise be awarded to a qualified company for the collection, transportation, processing, and disposal of solid waste, recyclables, yard debris, and food scraps, as more particularly described below; and

WHEREAS, the City Council declares its intention of maintaining reasonable rates and quality service related to the collection, transportation, processing, and disposal of solid waste, recyclables, yard debris, and food scraps;

NOW, THEREFORE, THE CITY OF WILSONVILLE ORDAINS AS FOLLOWS:

ARTICLE I

Title

This Ordinance will be known as the "Solid Waste Management Ordinance," and may be so cited and pleaded, and will be referred to herein as the "Ordinance."

ARTICLE II

Purpose

It is the policy and purpose of the City to protect the health, safety, and welfare of the citizens and the physical environment of Wilsonville through the regulation of solid waste management. This regulation will:

1. Ensure safe, economical, and comprehensive solid waste services, as further defined in this Ordinance;

2. Ensure rates that are just, reasonable, and adequate to provide necessary public services;
3. Prohibit rate preferences and any other practices that might be discriminatory;
4. Provide for technologically and economically feasible recycling and resource recovery, by and through the franchisee;
5. Meet or exceed all applicable ORS Chapter 459 regulations relating to solid waste management prescribed to local jurisdictions and their authorized franchisees; and
6. Ensure consistent and responsive service and communication with citizens regarding solid waste management operations, education, and requirements.

ARTICLE III

Scope

Services defined, regulated, and authorized in this Ordinance are applicable only within the City limits of the City of Wilsonville and all future annexations during the term of this Ordinance.

ARTICLE IV

Definitions

1. Administrative Rules or Solid Waste Management and Collection Administrative Rules. All standards and rules adopted by the City Council upon adoption of this Ordinance defining specific operating rules and procedures that support and ensure compliance with this Ordinance, and which may be amended from time to time by the City Manager or designee upon review with Franchisee as provided in the Solid Waste Management and Collection Administrative Rules attached hereto and incorporated herein as **Attachment 1**.
2. Allowable Expenses. Those expenses incurred by Franchisee in the performance of this Franchise that are allowed by the City as reimbursable by the Customer, as enumerated below. Allowable Expenses are allowable only to the extent that such expenses are known and measurable, calculated according to Generally Accepted Accounting Principles (GAAP) on an accrual basis, and comply with the Cost Allocation methodology contained within this Ordinance for the Franchisee's operations within the City, do not exceed the fair market value of comparable goods or services, and are commercially reasonable and prudently incurred by the

Franchisee solely in the course of performing its obligations under the Franchise. *See* the definition for "Cost Allocation" regarding how certain overall costs are to be proportionately allocated. Allowable Expenses include the following:

a. Costs of complying with all laws, regulations, or orders applicable to the obligations of Franchisees under federal, state, or local law, including this Ordinance, as well as costs for financial reporting, accounting, and regulatory processes associated with or required by this Franchise or under law, as now or hereafter amended;
b. Costs of collection, transportation, transfer, and disposal, including tipping fees, excise taxes, Metro Regional System Fees and Excise Tax, and DEQ-imposed fees and taxes;
c. Labor costs, including operational and supervisory labor, payroll taxes, workers' compensation, and benefits, as well as third-party transportation costs;
d. Vehicle registration fees, motor fuel, oil, tires, repairs, and maintenance;
e. New vehicle and equipment purchases, amortized according to applicable historical trends and Franchisee's fixed asset policy, excluding vehicles or equipment that involve new or emerging technology or that are part of a pilot project or are prototypes of potential new fleet vehicles, such as electric Solid Waste trucks;
f. Expenses of maintaining other capital assets, including rental charges and/or operating lease payments and repair and maintenance, including container maintenance and repair costs;
g. Performance bonds and insurance in at least the amounts and coverages required by the City;
h. All administrative and management costs and expenses reasonably allocated for the Services required under this Franchise, including, but not limited to, compensation, management fees, and benefits for officers and employees, payroll taxes, data processing, billing, equipment or facility rental or lease costs, supplies, finance and accounting, administration, human resource and labor management, rate analysis, and regulatory compliance;
i. Utilities;

j. Training, worker safety, and employee development expenses;

k. Promotion and public education costs;

l. Depreciation and amortization of capital assets, including any necessary stand-by or back-up equipment used on a regular and ongoing basis in the provision of Services under this Franchise over standardized economic useful lives of the various assets;

m. Outside professional fees and costs, limited to two percentage points of revenue, unless an extraordinary circumstance exists;

n. Interest expense, other than interest paid with respect to route or Franchise acquisitions, that is not in excess of market rates ordinarily charged for the various types of financing required for purchases or leases;

o. Direct write-off charges for bad debts; and

p. Franchise Fees assessed by the City.

Allowable Expenses, as defined above, shall be reasonable if they are comparable with the expenses incurred by similarly situated solid waste and recycling collection companies in Clackamas and Washington Counties of the State of Oregon. If there is any disagreement or discrepancy regarding what is considered an "Allowable Expense" or "Unallowable Expense," or the amount of an "Allowable Expense," Franchisee and the City will work together to resolve the discrepancy. If no resolution is reached, the parties will agree to mediate the discrepancy, in addition to any other legal or equitable remedies that may be available to the parties.

3. Annual Franchise Report. The report submitted by Franchisee to the City at the end of each Fiscal Year, as more particularly described in Article XI, Section 3 herein.

4. Bi-Annual Informational Report. The report submitted by Franchisee to the City at the end of each quarter, as more particularly described in Article XI, Section 2.

5. City. The City of Wilsonville.

6. Commercial. Stores, offices, including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals, manufacturing and industrial buildings and complexes. "Commercial" does not include business, manufacturing, or processing activities that occur in Residential dwellings.

7. Cost Allocation. The following allocation methodology will be used to determine certain Allowable Expenses attributable to Service rendered for the City:

   a. Operational cost: The Franchisee will perform an annual survey or report to calculate the time spent in each jurisdiction Franchisee services by Residential, Multi-Family, and Commercial route. The annual total hours and total cost will be used to proportionately allocate Franchisee's overall operational costs, such as labor and benefits, fuel, oil, maintenance, vehicle and container leases, vehicle licenses, capital assets, utilities, and training, for Residential, Multi-Family, and Commercial Service within the City (e.g., labor costs as an Allowable Expense should represent a proportionate share of Service within the City compared to Franchisee's services utilized by other cities and counties).

   b. Direct cost: The entire cost of Franchise Fees and other expenses directly related to Service within the City and that are not attributable to Franchisee's services performed in other jurisdictions will be used to determine the Allowable Expenses attributable to Service rendered in the City.

8. Council. The City Council of the City of Wilsonville.

9. CPI. The March to March All Urban Consumers for West-Size Class A Consumer Price Index as defined by the United States Bureau of Labor Statistics rounded to the nearest hundredth percent, or other index that replaces this index.

10. Cure Period. The thirty (30) day period Franchisee has from date of Written Notice to correct any default pursuant to Article XIV. In the case of default by Franchisee, if Franchisee notifies the City that it cannot, in good faith, cure the default within the thirty (30) day Cure Period, then the City may elect to extend the cure period to an agreed upon time period.

11. Customer(s). Individuals, groups, businesses, corporations, or other recognized entities receiving Solid Waste management services from the Franchisee within the City.

12. DEQ. State of Oregon Department of Environmental Quality.

13. EPA. United States Environmental Protection Agency.

14. Extraordinary Rate Increases. Service Rate charged by Franchisee to its Customers sought to be increased by Franchisee under Article VIII of this Ordinance.

15. Fiscal Year. July 1 to June 30 of any year.

16. Franchise. A contract with the City allowing the use of public right-of-way to collect, transport, process, and dispose of Solid Waste, Recyclable Materials, Yard Debris, and food scraps and to perform other responsibilities as defined in this Ordinance.

17. Franchise Fee. Franchise Fee is defined in Article VII of this Ordinance.

18. Franchisee. The Person granted the Franchise by this Ordinance. The particular Franchisee referred to in this Ordinance is Keller Drop Box, Inc. dba Republic Services of Clackamas and Washington Counties.

19. Gross Revenue. For any period of time:

    a. Gross accrual-based billings by the Franchisee to Customers for Services provided under this Franchise;

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

20. Hazardous Waste. Hazardous Waste includes:

    a. Discarded, useless or unwanted materials or residues resulting from any substance or combination of substances intended for the purpose of defoliating plants or for the preventing, destroying, repelling or mitigating of insects, fungi, weeds, rodents or predatory animals, including but not limited to defoliants, desiccants, fungicides, herbicides, insecticides, nematocides and rodenticides.

    b. Residues resulting from any process of industry, manufacturing, trade or business or government or from the development or recovery of any natural resources, if such residues are classified as hazardous by order of the Oregon Environmental Quality Commission, after notice and public hearing. For purposes of classification, the Oregon Environmental Quality Commission must find that the residue, because of its quantity, concentration, or physical, chemical or infectious characteristics may:

        i. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or

ii. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or Disposed of, or otherwise managed.

c. Discarded, useless or unwanted containers and receptacles used in the transportation, storage, use or application of the substances described in (a) and (b) of this subsection.

21. Multi-Family. Any multi-dwelling building or group of buildings that contains three or more dwellings on a single tax lot.

22. Operating Margin. Gross Revenues minus Allowable Expenses within the Fiscal Year.

23. Organic Materials. Materials which can be biologically synthesized by plants or animals from simpler substances, are no longer suited for their intended purpose, and are readily broken down by biological processes into soil constituents. "Organic Materials" includes, but is not limited to, food waste, Yard Debris, paper, and putrescible materials which are generally a source of food for bacteria.

24. Other Materials. Materials that the City and Franchisee agree Franchisee will collect, transport, treat, utilize, process, or otherwise haul from its Customers pursuant to the Solid Waste Management and Collection Administrative Rules as further identified in Article XV herein.

25. Person. An individual, partnership, association, corporation, trust, firm, estate, or other legal private entity.

26. Quarterly Franchise Fee Report. The report submitted by Franchisee to the City at the end of each quarter, as more particularly described in Article XI, Section 1 herein.

27. Recyclable Materials. Any 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, or other materials as may be designated by the City.

28. Recycling. Any process by which Solid Waste materials are reused or transformed into new products in a manner that the original products may lose their identity.

29. Residential. A single-family dwelling or duplex (i.e., an attached two-dwelling unit) on a single tax lot.

30. Resource Recovery. The process of obtaining useful material or energy resources from Solid Waste, including energy recovery, materials recovery, Recycling, or reuse of Solid Waste.

31. Service. Collection, transportation, transfer, disposal, or Resource Recovery of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials.

32. Service Rate. The cost Customers pay for Service provided by Franchisee as stated in **Attachment 2** to this Ordinance and as adjusted pursuant to Article VIII of this Ordinance.

33. Solid Waste. All useless or discarded putrescible and non-putrescible materials including, but not limited to, garbage; rubbish; refuse; ashes; useless or discarded commercial, industrial, demolition, and construction materials; discarded home and industrial appliances; manure; vegetable or animal solid or semisolid waste; dead animals; and infectious wastes. "Solid Waste" does not include:

    a. Unacceptable Waste;
    b. Sewer sludge, septic tank and cesspool pumping, or chemical toilet waste;
    c. Reusable beverage containers;
    d. Cardboard generated by a Person and transported to a Resource Recovery facility. Such Person will be deemed to have transported cardboard when it is hauled by a vehicle used in regular deliveries of merchandise to the cardboard generator's business;
    e. Material used for fertilizer or other productive purposes in agricultural operations;
    f. Discarded or abandoned vehicles; or
    g. Recyclable Materials that are Source Separated and set out for Recycling.
    h. Material that is not acceptable for disposal at the transfer station and/or disposal facility utilized by Franchisee or not acceptable for recycling at the recycling facility utilized by Franchisee, as provided in the Administrative Rules attached hereto and incorporated herein as **Attachment 1**.

34. Solid Waste Management and Collection. The prevention or reduction of Solid Waste generation; management of the storage, collection, transportation, treatment,

utilization, processing, and final disposition of Solid Waste; Resource Recovery from Solid Waste; Recycling, reuse, and material or energy recovery from Solid Waste; and facilities necessary and convenient to such activities.

35. Source Separated Materials. Sorting of different material comprising a waste (such as glass, metals, paper, plastics) at its point of generation, for a simpler and more efficient Recycling or final disposal.

36. Unacceptable Waste. Unacceptable Waste means: (1) oils, fats, other liquids, and semi-solid wastes; (2) Hazardous Waste; (3) any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law or any otherwise regulated waste.

37. Unallowable Expenses. Includes the following:

a. All charitable and political contributions;

b. Fines and penalties incurred by Franchisee, including, without limitation, judgments for violation of applicable laws.

c. Payments for services provided by individuals related by blood or marriage or by affiliated companies to Franchisee to the extent that such payments exceed the reasonable cost that would be charged by an independent third party to provide the substantially equivalent service;

d. Accruals for future unknown regulatory changes;

e. Costs associated with purchase of other companies, including, but not limited to, employee stock ownership plan payments, goodwill, amortization of goodwill, and premiums on key-person life insurance policies;

f. Principal or interest payments on the acquisition of any new Service routes;

g. The purchase of equipment and/or facilities to the extent of the portion of the price that reflects goodwill or a premium in excess of fair market value at the time of acquisition;

h. State and federal income taxes, and any federal, state, local or other taxes or fees not expressly listed as an Allowable Expense;

i. Fees paid to a Franchisee's Board of Directors;

j. Attorney's fees and related expenses resulting from:

i. Any judicial proceeding in which the City and Franchisee are adverse parties;

ii. Any judicial proceeding in which Franchisee is ruled to be liable due to willful misconduct, gross negligence, or in violation of law or regulation;

k. Operation of community access recycling depot not physically located or operated in conjunction with Franchisee's transfer station;

l. Recycling operations expenses already calculated and incorporated into Franchisee's tipping fees;

m. Costs or expenses incurred for providing Service to another jurisdiction, or, when such costs or expenses are incurred for providing Service to multiple jurisdictions, any costs or expenses above the proportional share attributable to Service within the City;

n. Donated Services, including the "Wilsonville Clean-Up Days" and the "Fall Leaf Clean-Up" events identified in the Administrative Rules attached hereto as **Attachment 1**, except for Disposal costs associated with these Services;

o. Any other expenses defined as "unallowable" and approved by mutual consent of Franchisee and the City.

If there is any disagreement or discrepancy regarding what is considered an "Allowable Expense" or "Unallowable Expense," Franchisee and the City will work together to resolve the discrepancy. If no resolution is reached, the parties will agree to mediate the discrepancy, in addition to any other legal or equitable remedies which may be available to the parties.

38. Written Notice. Any notice provided in writing pursuant to this Ordinance. Any applicable time period begins to run the next day after personal delivery of the Written Notice or three (3) days after mailing the Written Notice.

39. Yard Debris. Grass clippings, leaves, hedge trimmings, and similar vegetative waste generated from landscaping activities or from Residential property. "Yard Debris" does not include stumps, rocks, or bulky wood materials.

ARTICLE V

Franchise Award

1. Exclusive Franchise. The City hereby grants to Franchisee, as of the effective date of this Ordinance, the exclusive right, privilege, and Franchise to provide Service within the City limits in the manner described in the Solid Waste Management and Collection Administrative Rules (Article XV herein), and in any area that may be hereafter annexed to the City. In particular, Franchisee will provide Solid Waste, Recycling, and Yard Debris Service to the City's Residential, Multi-Family, and Commercial Customers and will provide the option for Commercial Customers to have Organic Materials Service provided by Franchisee. Except as allowed in this Ordinance, no other Person may provide Service within the City or over the public roadways within the City limits.

2. Exceptions. Nothing in this Ordinance will:

   a. Prohibit any Person from engaging in the collection of Source Separated Materials for Resource Recovery for the purpose of raising funds for a charitable, civic, or benevolent activity, or an educational project of a full time elementary or high school class, after notice to the Franchisee and permission from the Franchisee or the Council;

   b. Prohibit any Person who is employed as a gardener, landscaper, groundskeeper, or remodeler for a property owner or tenant in the City, who produces ten (10) yards or less of Solid Waste or Yard Debris as a result of the Person's work for a property owner or tenant in the City, from transporting Solid Waste or Yard Debris in the Person's own equipment where the Solid Waste or Yard Debris produced is incidental to the particular job the Person is performing for a property owner or tenant in the City;

   c. Prohibit any Person from transporting Solid Waste the Person generates to an authorized disposal site or Resource Recovery facility. The Solid Waste generated by a tenant, licensee, occupant, or Person other than the owner of the premises is generated by such Person, and not by the property owner (e.g., a tenant may dispose of the tenant's own Solid Waste, but an owner cannot

dispose of the tenant's Solid Waste by any means other than the Franchisee's Service);

d. Prohibit any Person from contracting with a state or federal agency to provide Service to such agency under a written contract with such agency.

e. Prohibit any Person from selling any Source Separated Material to the Franchisee, or making other arrangements mutually acceptable to the Franchisee and Customer, providing the Franchisee transports the material to the market or utilization facility for such Source Separated Material. The Franchisee is entitled to a reasonable charge for taking the material to market. The Person who is the immediate source of the material will receive credit for the sum received for the Resource Recovered material as against that Person's bill for Service from the Franchisee during the Franchisee's billing period. Any excess of the sum received for the material at the utilization or market facility over the Franchisee's bill for Service and transporting the Source Separated Material will be reimbursed to the Customer at the end of the billing period.

3. Solid Waste Removal. No Person, except the immediate generator of Solid Waste, may remove any product placed in a cart, container, drop box, or other receptacle, except to the extent allowed by applicable law. Nor may any Person other than the immediate generator remove or take possession of any Solid Waste, whether bundled, tied, or loose, placed by the source of the product for collection by the Franchisee. This provision does not:

a. Apply to a government employee acting to remove Solid Waste or waste because of a present or imminent danger;

b. Prohibit any Person transporting Solid Waste through the City that is not collected within the City;

c. Require Franchisee to store, collect, transport, dispose of, or Resource Recover any Unacceptable Waste; provided, however, that Franchisee may engage in a separate business of handling such wastes separate and apart from this Franchise and Chapter; or

d. Prevent the City from conducting an annual clean-up campaign for the collection of Yard Debris, other Recyclable Materials, Organic Materials, Solid

Waste, or Other Materials from the residences in the City, or in any other way providing for the beauty of the City and the safety and convenience of its citizens.

4. Unauthorized Use. No Person is permitted to place any material in a container, drop box, or other receptacle not provided for such Person's use without the permission of the Person receiving the Service from the Franchisee.

5. Title. Title to Solid Waste shall pass to Franchisee when loaded into Franchisee's collection vehicle or otherwise received by Franchisee. Title to and liability for any Unacceptable Waste shall at no time pass to Franchisee. Franchisee shall have the right to revoke acceptance of any Solid Waste at any time such Solid Waste is discovered to be or contain Unacceptable Waste.

6. Rejection of Unacceptable Waste. If Unacceptable Waste is discovered before it is collected by Franchisee, Franchisee may refuse to Service the entire Solid Waste, Recyclable Material, Yard Debris, or Organic Material container that contains the Unacceptable Waste.

   a. In such situations, Franchisee will contact the Customer and the Customer must undertake appropriate action prior to the next scheduled Service day to ensure that such Unacceptable Waste is removed and properly disposed.

   b. In the event Unacceptable Waste is present but not discovered until after Service by Franchisee, Franchisee may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a facility authorized to accept such Unacceptable Waste in accordance with applicable law and charge the Customer or generator of such Unacceptable Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Unacceptable Waste. To the extent practicable, the City will assist Franchisee to determine the identity of the Customer or generator of the Unacceptable Waste.

ARTICLE VI

Franchise Term

The rights, privileges, and Franchise herein granted will continue for the Franchisee for a period of ten (10) years, commencing July 1, 2018, unless sooner terminated in accordance with

the provisions herein. If mutually agreed upon, in writing, by the Franchisee and the City, the parties have the option to renew this Franchise for up to two (2) additional five (5) year periods.

ARTICLE VII

Franchise Fee

1. Initial Franchise Fee. In consideration of the Franchise by this Ordinance, for the first year of this Franchise, the Franchisee shall pay to the City three percent (3%) of the Gross Revenue collected by the Franchisee for Service within the corporate limits of the City for the rights, privileges, and Franchise granted by this Ordinance.
2. Franchise Fee Increase. Beginning January 1, 2020, the initial Franchise Fee will increase to five percent (5%) of the Gross Revenue. The Franchise Fee increase may be passed on to the Customers. The Franchise Fee is an Allowable Expense and, as such, will be included in determining Franchisee's Operating Margin.
3. Franchise Fee Payment. The Franchisee shall submit payments not later than forty-five (45) days after the end of each quarter (i.e., not later than forty-five (45) days after September 30, December 31, March 31, and June 30 of each year). Each quarterly payment will be accompanied by a complete statement setting forth the Gross Revenue collected for the quarter. There will be a reconciliation of final Gross Revenue on the quarterly report ending June 30 of each year for the prior Fiscal Year.
4. Late Payments; Interest. Should Franchisee fail or neglect to make the quarterly payment on the payment date stated in Section 3 of this Article, the City will provide Written Notice of failure of payment to Franchisee, either by personal delivery or certified mail. Franchisee will have ten (10) calendar days from the Written Notice to remit payment to the City. If Franchisee fails to pay within the ten (10) calendar days, the City may charge interest retroactive to the payment due date, at a rate of twelve percent (12%) per annum, and may, at its option, either continue the Franchise in force and proceed by suit or action to collect the payment, or declare a forfeiture of the Franchise because of the failure to make payment, but without waiving its right to collect earned Franchise payments and interest.

ARTICLE VIII

Establishment and Modification of Service Rates

1. Initial Service Rate. The initial Service Rate Franchisee charges to Customers for its Service is set forth in **Attachment 2** to this Ordinance, which is incorporated by reference herein.

2. First Service Rate Adjustment. On October 1, 2018, the initial Service Rate will be increased by three-and-one-quarter percent (3.25%).

3. Second Service Rate Adjustment. Prior to July 1, 2019, the City will undertake a review of Franchisee's books, records, and accounts to adjust the Service Rate to set a new Service Rate that achieves an Operating Margin equal to ten percent (10%) of Gross Revenues. The Service Rate may be adjusted higher or lower in order to achieve the Operating Margin equal to ten percent (10%) of Gross Revenues. The initial Service Rate will be charged to Customers from July 1, 2018 through and including September 30, 2018. The first Service Rate adjustment will be charged to Customers from October 1, 2018 through and including June 30, 2019. The second Service Rate adjustment will be charged to Customers from July 1, 2019 through and including June 30, 2020. The annual Service Rate adjustment provided in Section 4 of this Article does not apply to the first or second Service Rate adjustments. For clarity, the table below illustrates the timing and adjustment of each of the Service Rates discussed in Sections 1 through 3 of this Article:

Title	Time	Service Rate
Initial Service Rate	July 1, 2018-September 30, 2018	Listed in Attachment 2
First Service Rate Adjustment	October 1, 2018-June 30, 2019	Service Rate increased by 3.25%
Second Service Rate Adjustment	July 1, 2019-June 30, 2020	Service Rate adjusted to achieve 10% Operating Margin

4. Annual Service Rate Adjustment. It is the goal of this Franchise to provide Franchisee with a target Operating Margin of ten percent (10%) of Gross Revenues, but no less than eight percent (8%) and no greater than twelve percent (12%). Except as provided in Sections 2, 3, or 5 of this Article, the Service Rate will be adjusted annually under the following circumstances:

a. Service Rates will not change in the next Fiscal Year if the expected Operating Margin in the next Fiscal Year is equal to or greater than twelve percent (12%) of Gross Revenues.

b. If the expected Operating Margin in the next Fiscal Year is equal to or greater than ten percent (10%) but less than twelve percent (12%) of Gross Revenues, Service Rates will be adjusted to reflect seventy-five percent (75%) of the percentage increase, if any, in the CPI.

c. If the expected Operating Margin in the next Fiscal Year is equal to or greater than eight percent (8%) but less than ten percent (10%) of Gross Revenues, Service Rates will be adjusted to reflect seventy-five percent (100%) of the percentage increase, if any, in the CPI.

d. If the expected Operating Margin in the next Fiscal Year is less than eight percent (8%) of Gross Revenues and Franchisee is not entitled to an Extraordinary Rate Increase provided in Section 5 below, Service Rates will be adjusted to reflect one hundred twenty-five percent (125%) of the percentage increase, if any, in the CPI. For clarity, the table below illustrates the percent of the CPI increase, if any, that will be applied to the Service Rates depending on the projected Operating Margin:

Operating Margin	Percent of CPI Increase, If Any
12% or greater	No adjustment
10% up to, but not including, 12%	75% of CPI increase
8% up to, but not including, 10%	100% of CPI increase
Less than 8%	125% of CPI increase

e. The percentage increase of the Service Rate based on the CPI is capped at seven-and-one-half percent (7.5%) in any given year. If the CPI results in a negative percentage change or no change in any given year, then no Service Rate adjustment will occur for that Fiscal Year.

f. Franchisee will provide, in writing, its calculation of its expected Operating Margin for the next Fiscal Year, together with supporting documentation, to the City Manager or designee no later than May 1. The City Manager or designee will certify the CPI and Service Rate adjustment, if any, in writing, to Franchisee by June 1. Any Service Rate adjustment allowed under this

Section 4 will take effect at the beginning of the next Fiscal Year commencing on July 1. Attachment 2 to this Franchise Agreement will be amended by the City Manager or designee to reflect the current Service Rates.

g. The City has the authority to commission reviews or analysis of Franchisee's Annual Franchise Reports and other documents supporting a Service Rate adjustment to validate submissions. The City has further authority to review Franchisee's books, records, and accounts to verify the accuracy of Franchise Fees paid to the City, Franchisee's Operating Margin, and/or any Extraordinary Rate Increases as provided in Article XI herein.

5. Extraordinary Rate Increase. In the event an extraordinary or unanticipated event, including a change in law, a change in disposal site, an adjustment to the disposal rate by Metro, or a mandate from a government entity to provide a new type of Service, causes an increase greater than two percent (2%) in Franchisee's annual cost for Allowable Expenses, and is projected to decrease Franchisee's Operating Margin below eight percent (8%) of Gross Revenues, then Franchisee may submit a written request to the City Manager or designee for an Extraordinary Rate Increase. The written request must include Franchisee's calculations, and supporting documentation, of the impact of the change. Any requested Extraordinary Rate Increase must be approved by City Council through a resolution. Franchisee's request for approval of an Extraordinary Rate Increase shall not be unreasonably withheld or delayed so long as Franchisee's request meets the requirements of this Section 5. This Section is not to be construed as to require the City to accept that Franchisee's calculations are correct or to allow an Extraordinary Rate Increase if the City finds that Franchisee's request does not meet the requirements of this Section. The City may undertake any review of Franchisee's books, records, and accounts necessary to evaluate the validity of Franchisee's request for an Extraordinary Rate Increase.

6. Surcharges. The Franchisee may assess a surcharge on Customers to compensate for previously unforeseen, but likely temporary, additional costs to the Franchisee. Franchisee must submit a written request for a specific surcharge, with supporting documents, to the City Manager or designee. The City Manager or designee will

perform a review of Franchisee's request and may seek additional documents or clarification from Franchisee. The City Manager or designee will present Franchisee's written request to Council not later than forty-five (45) days after receipt of the written request. Any such surcharges, other than the surcharge identified in subsection (a) herein, must be approved through a resolution adopted by Council prior to Franchisee assessing Customers. The resolution adopting a surcharge will set a date for Council to review whether to continue the surcharge to a later review date, modify the surcharge, or terminate the surcharge.

a. Recycling Surcharge. This Ordinance adopts a surcharge for recycling costs, which surcharge is stated in **Attachment 2** to this Ordinance. The recycling surcharge will be reviewed by Council on or before January 1, 2019, at which time Council will adopt a resolution to continue the surcharge to a later review date, modify the surcharge, or terminate the surcharge. Approval of a continuing or modified surcharge shall not be unreasonably withheld by the Council.

ARTICLE IX

Franchisee Responsibility

1. The Franchisee must collect the Solid Waste at the various residences, business establishments, and other places within the corporate limits of the City where such Service is required or requested and haul such Solid Waste from the City authorized by the most recent rate schedule approved by the City Council. In particular, Franchisee will provide Solid Waste, Recycling, and Yard Debris Service for Residential, Multi-Family, and Commercial Customers and will provide Commercial Customers the option of Organic Materials Service.
2. The Franchisee shall:
   a. Dispose of Solid Waste collected at a site approved by the local government unit having jurisdiction, or recover resources from the Solid Waste, in compliance with Oregon Law.
   b. Provide sufficient collection vehicles, containers, facilities, personnel, and finances to provide all types of necessary Service. When necessary, the

Franchisee may subcontract with others to provide certain types of specialized service, in accordance with the provisions of this Ordinance.

c. Equip trucks with a leak-proof, compactor-type metal body. If the Franchisee uses a specially-designed motorized local collection vehicle for transporting Solid Waste short distances from Residential, Multi-Family, or Commercial stops to waiting trucks, the Franchisee must equip the container portion of the vehicle with a cover adequate to prevent scattering of the load. If any pickup truck or open-bed truck is used by the Franchisee, the Franchisee must equip the truck with an adequate cover to prevent scattering of the load. The Franchisee must operate all vehicles in conformity with all City ordinances.

d. Give reasonable attention to the needs of physically handicapped Customers so that they may avail themselves of the Service offered without any additional charge.

e. Deposit a minimum of three (3), thirty (30) yard drop boxes at locations designated by the City, to be hauled away and replaced as many times as may be necessary for the one (1) week period during which the "Wilsonville Clean-Up Days" event takes place.

3. The Franchisee shall not:

a. Be obligated to provide Service to non-owners of Residential property where the landlord does not request and pay the bill, unless payment for Service has been guaranteed in advance by the property owner or a satisfactory cash deposit or advance payment has been made by such non-owner requesting Service. The reference to residential property in this Section does not include trailer parks and apartment buildings.

b. Give any rate preference to any Person, locality, or type of Solid Waste stored, collected, transported, disposed of, or resources recovered. This paragraph does not prohibit uniform classes of rates based upon length of haul, time of haul, type or quantity of waste handled, and location of Customers, so long as such rates are reasonably based upon costs of the particular Service and are approved by the City Council in the same manner as other rates.

c. Transfer or assign this Franchise, except upon approval by the Council as a result of a resolution passed by the Council. The Council will approve the assignment or transfer if the new Franchisee meets all applicable requirements met by the original Franchisee. A pledge of this Franchise as security will not be considered a transfer or assignment for the purpose of this Section.

4. Supervision. Service provided under this Franchise is subject to the supervision of the City Manager or such person designated by the City Manager or by the Council.

5. Access for Inspection and Delivery of Notices. Franchisee must make all of Franchisee's premises, facilities, equipment, and records related to its Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials collection services (including, but not limited to, offices, storage areas, financial records, non-financial records, records pertaining to the origin of any Solid Waste collected by Franchisee, receipts for sale or delivery of collected Recyclable Materials, Customer lists, and all records relating to vehicle maintenance and safety that are required under Oregon Department of Transportation motor carrier requirements and regulations and Oregon Revised Statutes Chapter 767) available for inspection by the City Manager or designee within forty-eight (48) hours of Written Notice by certified mail or personal delivery. Such inspections are only for purposes of enforcing this Ordinance and are restricted to normal business hours. During normal business hours, Franchisee must make all company premises and facilities accessible to the City for delivery of any Written Notices. Where receptacles are stored in the public right-of-way, or when the City is inspecting a situation where the Franchisee is allegedly commingling Recyclable Materials, Yard Debris, Organic Materials, or Other Materials with Solid Waste, the need for 48-hour prior Written Notice does not apply to inspection of receptacles or vehicles.

6. Service Interruption or Termination. The Franchisee shall not terminate Service to any or all of its Customers served under this Franchise except in accordance with the provisions of this Ordinance. Service may be interrupted or terminated when:

   a. The street or road access is unavoidably blocked through no fault of the Franchisee and there is no reasonable alternate route to serve all or a portion

of its Customers. In either event, the City will not be liable for any such blocked access; or

b. Adverse weather conditions render providing Service unduly hazardous to persons or equipment providing such Service or if such interruption or termination is caused by an act of God or a public enemy.

7. Subcontracts. The Franchisee may subcontract with others to provide specialized service or temporary service under this Ordinance only upon prior written consent of the City, which written consent will not be unreasonably withheld. Such subcontract will not relieve the Franchisee of total responsibility for compliance with this Ordinance.

ARTICLE X

Insurance and Bonds

1. Insurance. The Franchisee shall obtain, at Franchisee's expense, and keep in effect during the term of this Franchise:

a. Comprehensive Commercial General Liability Insurance. Commercial general liability insurance must cover bodily injury and property damage, written on an "occurrence" form policy. This coverage should be in the following minimum insurance coverage amounts: The coverage shall be in the amount of $5,000,000 for each occurrence and $10,000,000 general aggregate, and shall include Products-Completed Operations Aggregate in the minimum amount of $2,000,000 per occurrence, Fire Damage (any one fire) in the minimum amount of $50,000, and Medical Expense (any one person) in the minimum amount of $10,000. All of the foregoing coverage must be carried and maintained at all times during this Franchise.

b. Workers Compensation Insurance. Franchisee and all employers providing work, labor, or materials under this Franchise that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30)

days in a calendar year. This shall include Employer's Liability Insurance with coverage limits of not less than $1,000,000 for each accident.

c. Pollution Liability Coverage. Franchisee shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze, or other hazardous materials, or disturbance of any hazardous materials, in accordance with DEQ and EPA clean-up requirements. The coverage shall be in the amount of $2,000,000 for each occurrence and $6,000,000 general aggregate.

d. Business Automobile Liability Insurance. Franchisee shall provide the City a certificate indicating Franchisee has business automobile liability coverage for all owner, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than $5,000,000.

e. Insurance Carrier Rating. Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject any or all insurance carrier(s) with a financial rating that is unacceptable to the City.

f. Certificates of Insurance. As evidence of the insurance coverage required by this Franchise, Franchisee shall furnish a Certificate of Insurance to the City. This Franchise shall not be effective, and Services shall not be performed hereunder, until the required certificates have been received and approved by the City. Franchisee agrees that it will not terminate or change its coverage during the term of this Franchise without giving the City at least thirty (30) days' prior advance notice, and Franchisee will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

2. Bonds. The Franchisee shall furnish a bond to the City that is acceptable to the City to ensure the faithful performance by the Franchisee of the Service the Franchisee is required to provide under this Ordinance. The bond will provide for liquidated damages as provided in Article XIV, Section 3.

ARTICLE XI

Review of Records

1. Quarterly Franchise Fee Reports. Franchisee must complete and remit to the City Manager or designee a Quarterly Franchise Fee Report no later than the date the quarterly Franchise Fee payment is due. The Quarterly Franchise Fee Report must include a statement of Gross Revenue for that quarter covered by the tendered Franchise Fee. Such statements are public records. Franchisee must maintain books and records disclosing the receipts derived from Service conducted within the City, which must be open at reasonable times for review by the City Manager or designee within forty-eight (48) hours of Written Notice by certified mail or by personal delivery. Intentional misrepresentation of Gross Revenue constitutes a material breach of the Franchise and this Ordinance and is cause to initiate the process to terminate the Franchise, in addition to any other legal or equitable remedies available to the City.

2. Bi-Annual Informational Reports. Franchisee must complete and remit to the City Manager or designee a Bi-Annual Informational Report no later than forty-five (45) days after each June 30 for the period of the immediately preceding January 1 to and including June 30 and no later than forty five (45) days after December 31 for the period of the immediately preceding July 1 to and including December 31. The Bi-Annual Informational Report must include the following information:
   a. The quantities of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials by Customer classification collected within the City during the reporting period, the locations to which these materials were delivered, the number of Customer accounts, and other information requested by the City Manager or designee and mutually agreed upon by Franchisee;
   b. A summary of communication, marketing, and educational outreach conducted by Franchisee during the reporting period; and
   c. The number of Customer complaints and a summary of the type of complaints received, along with a summary of Franchisee's response to Customer complaints.

3. Annual Franchise Reports. Franchisee must complete and remit to the City Manager or designee an Annual Franchise Report, no later than forty-five (45) days after the last calendar day of the current Fiscal Year (each June 30), with the following information:

   a. Franchisee must report its Gross Revenues and Allowable and Unallowable Expenses in an income statement format and provide information about Customer counts, Services provided, disposal volumes, and Recycling activities for all Customer classifications and for all programs identified in this Ordinance. Franchisee must report totals for all operations necessary to adequately verify compliance with the Service Rate allocation methodology as defined in this Ordinance. Resources allocated from regional or national corporate offices or affiliates must be distributed to appropriate expense line items, and must also be disclosed in a schedule describing total allocations and their distribution to individual expense line items.

   b. The Annual Franchise Report will also include a synopsis of the operations of the current Fiscal Year, a description of the measures the Franchisee has taken to make its operations more efficient, a listing of efficiency measures which it intends to take in the next Fiscal Year, a composite table showing the type and number of customer service complaints and a description of the measures that the Franchisee has taken or is planning to take to correct the cause of commonly reported complaints, and such other information as requested by the City Manager or designee.

   c. The Annual Franchise Report will also describe and quantify communication, outreach, and educational activities performed by Franchisee.

4. Franchisee may identify specific information submitted to the City in Quarterly Franchise Fee Reports, Annual Franchise Report, and any other documents or information provided to the City as "CONFIDENTIAL," and it will not be subject to public disclosure except as required by applicable federal or state law. If the City receives a request for disclosure of information marked as "CONFIDENTIAL" pursuant to this Ordinance, the City Manager or designee will notify Franchisee within seven (7) calendar days after receiving the request to allow

Franchisee an opportunity to defend against the requested disclosure through appropriate legal action. The City is not obligated to defend against the disclosure of any information marked "CONFIDENTIAL" by Franchisee.

5. No later than forty-eight (48) hours after Written Notice, Franchisee must make available for inspection, copying, and review by the City Manager or designee, at any time during normal business hours, all records in Franchisee's possession that the City Manager or designee deems relevant to verifying the accuracy of Franchise Fees paid to the City, regulating Service Rates, or carrying out any responsibility that Franchisee or the City has under this Ordinance.

6. No more often than once during any Fiscal Year, the City may perform a review of the books, records, and accounts of Franchisee for the prior year through a certified public accountant, or such other professional chosen by the City, to verify the accuracy of Franchise Fees paid to the City, Franchisee's Operating Margin, and/or any Extraordinary Rate Increases.

   a. In the event such review discloses any difference in payment due to either the City or Franchisee, the review will be submitted to the Council. The Council may accept, reject, or modify the findings in the review. If the Council orders, by resolution, payment to the City or Franchisee, such payment owed is due and payable within thirty (30) calendar days of the date of the resolution.

   b. If the review discloses a discrepancy in Franchisee's actual Allowable Expenses upon which an Extraordinary Rate Increase is approved by the City Council through resolution was based, Service Rates may be adjusted to reflect the Service Rates authorized under Article VIII, through resolution of the Council, within forty-five (45) calendar days of the date of the resolution.

   c. If Franchisee owes the City a payment of the Franchise Fee under (6)(a) of this Article, and the payment is more than one percent (1%) of the annual Franchise Fee, Franchisee will reimburse the City all its actual costs for the review and the City may request an additional review during the next Fiscal Year, with all actual costs of such additional review paid by Franchisee. The City may also charge interest retroactive to the payment due date, at a rate of twelve percent (12%) per annum.

d. City and Franchisee are not required to make payments to the other for years that previously have been, or could have been, reviewed by the City. Prior review years may not be reopened based on findings made in connection with the review of a subsequent year unless the City finds evidence implicating intentional misrepresentation by Franchisee.

ARTICLE XII

City Responsibility

1. Emergency Service. In the event the Council finds an immediate and serious danger to the public creating a hazard or serious public nuisance, the City Council may, after a minimum of twenty-four (24) hours' actual notice to the Franchisee, and a public hearing if Franchisee requests it, authorize another Person to temporarily provide Service under this Ordinance, or the City may provide such Service. Franchisee will make all reasonable efforts to assist the City in such emergency situations. In the event the power under this Section is exercised, the usual charges for Service will prevail, and the Franchisee is entitled to collect such usual charges but shall reimburse the City for its actual cost, as determined by the City.
2. City Collection. Nothing herein contained is to be construed in any way as to prevent the City from conducting a semi-annual clean-up campaign for the collection of brush, cleaning out of garages or basements, or any other facility or location in the City so as to prevent public nuisances and so as to provide for the beauty of the City and the safety of its citizens.
3. City Enforcement. The City, through its appropriate officers, shall take all appropriate steps to protect the exclusive right of Franchise hereby granted to the Franchisee.
   a. The City has the authority to enforce this Ordinance, the Administrative Rules attached hereto and incorporated herein as **Attachment 1**, and any other rules and regulations adopted pursuant thereto. The City Manager or designee may entitle appropriate city employees, including police officers, and others to enter premises to ascertain compliance with this Ordinance and the Administrative Rules. No premises shall be entered without first attempting to obtain the

consent of either the owner or person in control thereof, if different. If consent cannot be obtained, the City representative shall secure a search warrant from the appropriate court before attempting to gain entry and shall have recourse to every other remedy provided by law to secure such entry.

b. City shall seek to enforce the rights the City has granted to Franchisee hereunder, however the City shall not be obligated to instigate litigation to protect the rights of Franchisee. Franchisee may independently enforce its rights under this Solid Waste Management Ordinance and the Administrative Rules against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Franchisee without obligating the City to join any such litigation. Notwithstanding the foregoing, the City shall enforce its municipal ordinances in the ordinary course against third parties providing authorized Service and shall, if necessary, pass such additional ordinances as may be required to maintain the exclusiveness of the Franchise.

c. Damages and Penalties. The City may prosecute in the Wilsonville Municipal Court any Person's violation of or non-compliance with this Ordinance or the Administrative Rules in accordance with Wilsonville Code Chapter 1. Any Person who provides Services in violation of the Franchise or this Solid Waste Management Ordinance shall also be liable to Franchisee and the City, as applicable, for each of their damages, including without limitation, the following:

   i. Lost customer revenue due Franchisee;

   ii. Franchise fees owed the City;

   iii. Other appropriate legal or equitable remedy available to Franchisee and/or the City; and

   iv. Reasonable Attorney's fees, expenses and costs incurred by Franchisee in enforcing the Franchise and Solid Waste Collection Ordinance, including any attorney fees incurred at trial or on appeal.

4. Annexation. Immediately upon the annexation to the City of additional territory, the City shall take such steps as may be necessary to give the Franchisee the

exclusive right to collect Solid Waste within the annexed area. The City shall notify any other Solid Waste collector to cease collection on or before ninety (90) days from the date of such notice. Franchisee shall endeavor to arrive at a mutually satisfactory agreement with any other Solid Waste collector who has been serving any such newly annexed area concerning appropriate compensation for the cessation of its Solid Waste collection Services. In the event the Franchisee and other Solid Waste collector cannot reach an agreement, the matter may be submitted to an arbitration board. The arbitration board will consist of one arbitrator selected by the Franchisee, one selected by the City, and one selected by the Solid Waste collector in the newly annexed area. The decision of the arbitration board will be binding on all parties to the arbitration, and the award of the arbitrators will be final. In the event of arbitration, it is contemplated that the award will include payment of money by the Franchisee to the Solid Waste collector in the newly annexed area.

ARTICLE XIII

Dispute Resolution

1. Dispute Resolution with Customers. Upon receipt of any notice of dispute from a Customer about any bill, charge, Service, or customer service issue, Franchisee will thoroughly investigate the matter and promptly report the results of its investigation to the Customer. Except in the event a Customer has attempted to improperly dispose of Hazardous Waste in violation of federal, state, or local laws or regulations, Franchisee will not refuse Service to any Customer during a time of dispute. If Franchisee is not able to resolve a dispute with the Customer, the Customer may contact the City Manager or designee, who will act as an informal arbitrator in an attempt to resolve the matter. Should the dispute remain unresolved, Franchisee or Customer may then pursue the matter through any legal means available to the party.
2. Dispute Resolution with the City. During all disputes arising under this Franchise, including those subject to Article XIV, the City and Franchisee will continue to perform their respective obligations under this Franchise unless and until the Franchise is terminated. Notwithstanding Article XIV, Franchisee and the City will

make good faith efforts to resolve any disputes, including, upon mutual agreement, undergoing mediation.

ARTICLE XIV

Suspension, Modification, or Revocation of Franchise

1. Default. Franchisee is in default of the Franchise upon failure to comply with Written Notice from the City to provide necessary Service or to otherwise fail to comply with the provisions of this Ordinance, state law and regulations, or federal law and regulations after Written Notice and reasonable opportunity to comply.
2. Timing after Notice. No later than the end of the Cure Period, the Franchisee shall comply with the Written Notice and this Franchise or else request a public hearing before the City Council. In the event of a public hearing, the Franchisee and other interested persons will have an opportunity to present information and oral or written testimony. If the Franchisee fails to comply within the specified time or fails to comply with the order of the City Council entered upon the basis of findings at the public hearing, the City Council, in its sole and absolute discretion, may suspend, modify, or revoke the Franchise or make such action contingent upon continued noncompliance with this Ordinance. The Franchisee has the right to seek review of any such action by the City Council from the Clackamas County Circuit Court, pursuant to ORS 34.010 through ORS 34.102.
3. Liquidated Damages. The Franchisee's insurance bond provided for in Article X, Section 2, will provide that, in the event of default, the City will be entitled to One Thousand Dollars ($1,000) as liquidated damages for each day that Franchisee is in default after the Cure Period for failure of the Franchisee to perform as required. The Franchisee and the City agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach by Franchisee and that the extent of damages will be impractical or impossible to calculate due to the variety of Services provided by the Franchisee and the vast number of Customers that rely on the Services.
4. Costs of Temporary Replacement Services. In the event of default uncured after the Cure Period, in lieu of liquidated damages, the City may obtain replacement Service from another party, and Franchisee must reimburse the City for all

reasonable costs incurred by the City, including City staff time and resources, due to Franchisee's breach of this Franchise, and must pay to the City any Franchise Fees owed.

ARTICLE XV

Administrative Operations Standards and Rules

1. Administrative Rules. Operational standards are hereby adopted in conjunction with this Ordinance entitled, "Solid Waste Management and Collection Administrative Rules," which are attached hereto and incorporated herein as **Attachment 1**. The Solid Waste Management and Collection Administrative Rules may be amended from time to time by the City Manager or designee in consultation with Franchisee. The City will disseminate the Solid Waste Management and Collection Administrative Rules to the public in any manner the City deems appropriate. Franchisee will also retain a copy of the Solid Waste Management and Collection Administrative Rules and provide them to any current Customer, upon request of the Customer or the City, and to all new Customers.

2. Enforcement of Administrative Rules. In addition to any enforcement allowed under state law, the City may prosecute in the Wilsonville Municipal Court any violation of or non-compliance with the Solid Waste Management and Collection Administrative Rules by a Customer, in accordance with Wilsonville Code Chapter 1. The burden of proof is on the City to prove an infraction by a preponderance of the evidence. Any violation or non-compliance of the Solid Waste Management and Collection Administrative Rules by Franchisee will be enforced pursuant to Articles XIII and XIV of this Ordinance.

ARTICLE XVI

General Provisions

1. Indemnity and Hold Harmless. The Franchisee shall indemnify the City, the City Council, and any officers, employees, representatives, or agents of the City and hold them harmless from all loss, damage, claim, expense, and liability arising out of the negligent or willful operation by the Franchisee under this Franchise. In the event that any suit or action is brought for injury or damage to persons or property against any of the foregoing, based upon or alleged to be based upon any loss,

damage, claim, expense, or liability arising out of the operation of the Franchisee under this Franchise, the Franchisee shall defend the same at its own cost and expense. The Council and the City Manager reserve the right to retain counsel of their own choosing and to join in the defense of any such suit or action, with the reasonable cost of such additional counsel to be borne by the Franchisee.

2. Severability. Any finding by any court of competent jurisdiction that any portion of this Ordinance is unconstitutional or invalid will not invalidate any other provision of this Ordinance.

3. Forum. Any litigation between the City and the Franchisee arising under, relating to, or regarding this Franchise will occur in Clackamas County Circuit Court.

4. Written Acceptance. Within fourteen (14) days after this Ordinance becomes effective, Franchisee shall provide the City Recorder a written acceptance of this Franchise, executed by Franchisee on a form substantially similar to the form attached hereto as **Attachment 3**. A failure on the part of Franchisee to provide such written acceptance within such time shall be deemed an abandonment and rejection of the rights and privileges conferred hereby, and the Ordinance granting this Franchise shall thereupon by null and void. Such acceptance must be unqualified and will be construed as acceptance of all the terms and conditions contained in this Franchise.

5. Repealing Clause. Ordinance Nos. 204, 281, 424, and 443 and Resolutions Nos. 1077 and 2566 are hereby repealed, and upon acceptance by the Franchisee, all rights and obligations arising under Ordinance Nos. 204, 281, 424, and 443 and Resolutions Nos. 1077 and 2566 shall terminate.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the 7th day of May 2018, and scheduled for a second reading at a regular meeting of the Council on May 21, 2018, commencing at the hour of 7 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

ENACTED by the City Council on the 21st day of May, 2018 by the following votes:

Yes: 4 No: 0

Kimberly Veliz, City Recorder

DATED and signed by the Mayor the 21st day of May, 2018.

TIM KNAPP, MAYOR

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Starr	Excused
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes

Attachments:

Attachment 1 – Solid Waste Management and Collection Administrative Rules

Attachment 2 – Rate Schedule

Attachment 3 – Written Acceptance of Ordinance No. 814



SOLID WASTE MANAGEMENT AND COLLECTION ADMINISTRATIVE RULES

Effective: July 1, 2018

Attachment 1 – Ordinance No. 814
Solid Waste Management and Collection Franchise Agreement

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Section 1: Purpose of Rules

It is the purpose of the City of Wilsonville to protect the health, safety, and welfare of the Wilsonville residents and to provide a coordinated program for the collection and Disposal of Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials. It is the City policy to regulate such activities to:

- Provide for safe, economical, and comprehensive Solid Waste, Recycling, Yard Debris, and Organic Materials collection, processing, and Disposal programs within the City to benefit all Wilsonville residents and businesses.
- Provide for the opportunity to recycle to every Wilsonville resident and business.
- Provide clear and objective standards for Franchisee Service and Franchisee and Customer responsibilities.

1.1. Scope of Rules

It is the intent of these Administrative Rules to articulate the operational standards and expectations for Solid Waste, Recycling, Yard Debris, and Organic Materials collection as defined by the Franchise Agreement authorized by City Ordinance No. 814.

1.2. Adoption and Amendment of Rules

The City Manager or designee may propose and prepare amendments to these Rules. The text of proposed amendments shall be forwarded to the Franchisee who shall have thirty (30) days to respond in writing. Proposed amendments may be established by the City Manager or designee, following consideration of the Franchisee's response. Any disputed amendments to these Rules may be appealed by the Franchisee to the City Council. The City Council's decision regarding amendments to these Rules is final.

Section 2: Definitions

2.1. **Administrative Rules** means the Solid Waste Management and Collection Administrative Rules contained herein.

2.2. **Bulky Wastes** means large items of Solid Waste such as appliances, furniture, large auto parts, trees, branches greater than 4 inches in diameter and 48 inches in length, tree stumps, and other oversize wastes whose large size precludes or complicates their handling by normal collection, processing, or Disposal methods. Bulky Wastes does not include any appliances that contain Freon or other refrigerants.

2.3. **Cart** means a container provided by Franchisee that is ninety (90) gallons or less.

2.4. **City** means the City of Wilsonville.

2.5. **Commercial** means stores, offices, including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals and other non-manufacturing entities. "Commercial" does not include other manufacturing activities or business, manufacturing, or processing activities in residential dwellings.

2.6. **Commission** means the Environmental Quality Commission.

2.7. **Compact or Compacting** means the process of, or to engage in, the shredding of material, or the manual or mechanical compression of material.

2.8. **Compactor** means any self-contained, power-driven mechanical equipment designed for the containment and compacting of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials.

2.9. **Container** means a trash can, Cart, bin, or other Receptacle one (1) cubic yard or larger in size used for the Disposal of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials, but not a Drop Box or Compactor.

2.10. **Council** means the City Council of the City of Wilsonville.

2.11. **Curbside** means a location within three (3) feet of the edge of a public street, excluding such area separated from the street by fence or enclosure. The "street" may be a public alley. For residences on a flag lot, or other private driveway, or any private street not meeting the standards, "curbside" shall be the point where the driveway or street intersects the public street, or at such other location agreed upon between Franchisee and Customer or as determined by the City.

2.12. **DEQ** means the Oregon Department of Environmental Quality.

2.13. **Dispose or Disposal** means the accumulation, storage, discarding, collection, removal, transportation, recycling, or resource recovery of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials.

2.14. **Disposal Facility** means the land, buildings, and equipment used for Disposal whether or not open to the public.

2.15. **Drop Box** means a single container designed for the storage and collection of large volumes of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials that is usually ten (10) cubic yards or larger in size.

2.16. **EPA** means the United States Environmental Protection Agency.

2.17. **Franchisee** means the person granted the franchise by Ordinance No. 814, or a subcontractor of such person.

2.18. **Fiscal Year** means July 1 to June 30 of any year.

2.19. **Generator** means the person who produces Solid Waste, Recyclables, Yard Debris, Organic Materials, or Other Materials to be placed, or that is placed, out for Disposal.

2.20. **Goods** means kitchen or other large appliances that are Bulky Wastes.

2.21. **Hazardous Waste** includes:

2.21.1. Discarded, useless or unwanted materials or residues resulting from any substance or combination of substances intended for the purpose of defoliating plants or for the preventing, destroying, repelling or mitigating of insects, fungi, weeds, rodents or predatory animals, including but not limited to defoliants, desiccants, fungicides, herbicides, insecticides, nematocides and rodenticides.

2.21.2. Residues resulting from any process of industry, manufacturing, trade or business or government or from the development or recovery of any natural resources, if such residues are classified as hazardous by order of the Commission, after notice and public hearing. For purposes of classification, the Commission must find that the residue, because of its quantity, concentration, or physical, chemical or infectious characteristics may:

2.21.2.1. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or

2.21.2.2. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or Disposed of, or otherwise managed.

2.21.3. Discarded, useless or unwanted containers and receptacles used in the transportation, storage, use or application of the substances described in subsections 2.21.1. and 2.21.2. of this subsection.

2.21.4. To the extent not covered by the preceding subsections of this Section 2.21, any amount of waste listed or characterized as hazardous by the EPA or the State of Oregon pursuant to the Resource Conservation and Recovery Act and by any other applicable law, including but not limited to ORS Chapter 466.

2.22. **Household Hazardous Waste** means any discarded, useless, or unwanted chemical, material, substance or product that is or may be hazardous or toxic to the public or the environment and is commonly used in or around households. "Household Hazardous Waste" includes, but is not limited to, some cleaners, solvents, pesticides, and automotive and paint products. Household Hazardous Waste, however, shall not include any materials that are not considered household hazardous waste by the EPA or DEQ.

2.23. **Infectious Waste** means biological waste, cultures and stocks, pathological waste, and sharps, as each are defined in ORS 459.386.

2.24. **Metro** means the Portland metropolitan area regional government.

2.25. **Multi-Family** means any multi-dwelling building or group of buildings that contains three or more dwellings on a single tax lot.

2.26. **Organic Materials** means material which can be biologically synthesized by plants or animals from simpler substances, are no longer suited for their intended purpose, and are readily broken

down by biological processes into soil constituents. "Organic Material" includes, but is not limited to, food waste, Yard Debris, paper, and putrescible material which are generally a source of food for bacteria.

2.27. **Other Materials** means any materials the City and Franchisee agree Franchisee will collect, transport, treat, utilize, process, or otherwise haul from its Customers pursuant to these Administrative Rules, including Goods, Bulky Waste, and Infectious Waste.

2.28. **Person** means an individual, partnership, association, corporation, Limited Liability Company, sole proprietorship, cooperative, estate, trust, firm, governmental unit, or any other entity in law or fact.

2.29. **Premises** means a lot, parcel, or tract of land, including any buildings or structures located thereon.

2.30. **Rates** means the costs for Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials as set forth in Attachment 2 to Ordinance No. 814, which may be adjusted from time to time pursuant to Article VIII of Ordinance No. 814.

2.31. **Receptacle** means a Cart, Container, Drop Box, Compactor, recycling bin, or any other means of containment provided by Franchisee of Solid Waste, Recyclable Materials, Yard Debris, or Organic Materials.

2.32. **Recyclable Materials** means any 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, or other materials as may be designated by the City.

2.33. **Recyclable Materials List** means the current list of Recyclable Materials collected by Franchisee for Recycling, as further defined in Subsection 6.2.2 herein.

2.34. **Recycling** includes the collection, transportation, storage, and processing of waste materials by which such materials are reused or transformed into raw materials for the manufacturer of new products.

2.35. **Residential** means a single-family dwelling or duplex (i.e., an attached two-dwelling unit) on a single tax lot.

2.36. **Resource Recovery and Resource Recovery Facility** mean the process of obtaining useful material or energy resources from Solid Waste, including energy recovery, materials recovery, Recycling, or Reuse of Solid Waste, and a location at which such material or energy resources are obtained from the processing of Solid Waste.

2.37. **Reuse** means return of waste into the economic stream, to the same or similar use or application, without change in the waste's identity.

2.38. **Service** means collection, transportation, Disposal of, or Resource Recovery from Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials.

2.39. **Service Area** means the geographic area in which Solid Waste Management and Collection is provided by the Franchisee.

2.40. **Service Day** means the regularly scheduled day or days when Franchisee collects the Customer's Solid Waste, Recyclables, Yard Debris, Organic Materials, and Other Materials, as applicable.

2.41. **Solid Waste** means all useless or discarded putrescible and non-putrescible materials, including, but not limited to, garbage; rubbish; refuse; ashes; residential, commercial, and industrial demolition and construction wastes; discarded residential, commercial, and industrial appliances (to the extent that such appliances do not contain Freon or other refrigerants); equipment and furniture; manure; vegetable or animal solid or semisolid waste; dead animals; and infectious wastes. "Solid Waste" does not include:

2.41.1. Unacceptable Waste;

2.41.2. Sewer sludge and septic tank and cesspool pumping or chemical toilet waste;

2.41.3. Cardboard generated by a Person where the Person is the generator or source, and bales and transports the cardboard to a Resource Recovery Facility. Such Person shall be deemed to have transported cardboard when it is hauled by a vehicle used in regular deliveries of merchandise to the cardboard generator's business;

2.41.4. Material used for fertilizer or other productive purposes in agricultural operations;

2.41.5. Discarded or abandoned vehicles or parts of vehicles;

2.41.6. Tires; or

2.41.7. Recyclable Materials that are Source Separated and set out for Recycling.

2.42. **Solid Waste Management and Collection** means the prevention or reduction of Solid Waste generation; management of the storage, collection, transportation, treatment, utilization, processing, and final disposition of Solid Waste; Resource Recovery from Solid Waste; Recycling, Reuse, and material or energy recovery from Solid Waste; and facilities necessary and convenient to such activities.

2.43. **Source Separated Materials** means the sorting of different material comprising a waste (such as glass, metals, paper, plastics) at its point of generation, for a simpler and more efficient Recycling or final Disposal.

2.44. **Unacceptable Waste** means: (1) oils, fats, other liquids, and semi-solid wastes; (2) Hazardous Waste; and (3) any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law or any otherwise regulated waste..

2.45. **Waste** means material that is no longer usable or that is no longer wanted by the source Generator of the material, which material is to be utilized or Disposed of by another person. For the purpose of this paragraph, "utilized" means the productive use of wastes through recycling, Reuse, salvage, resource recovery, composting, energy recovery, or land filling for reclamation, habilitation or rehabilitation of land.

2.46. **Yard Debris** means grass clippings, leaves, hedge trimming, and similar vegetative waste of no greater than 4 inches in diameter and 36 inches in length, and other similar vegetative waste generated from landscaping activities or from residential property. "Yard Debris" does not include stumps, rocks, or bulky wood materials.

Section 3: Franchisee General Requirements

3.1. **Mandatory Services.** Franchisee must offer the following Services, subject to the terms and conditions of the Franchise and these Administrative Rules:

3.1.1. Residential Curbside Collection.

3.1.1.1. Solid Waste– regularly scheduled (weekly or bi-weekly) Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.

3.1.1.2. Yard Debris – regularly scheduled Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.

3.1.1.3. Co-mingled Recycling – regularly scheduled Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.

3.1.1.4. Glass Recycling – regularly scheduled Service for which Franchisee bills the Customer on a monthly or bi-monthly basis.

3.1.1.5. Other Materials – as-needed Service for which Franchisee bills the Customer an additional fee on the next bill after Service is performed.

3.1.2. Commercial Collection

3.1.2.1. Solid Waste – regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.

3.1.2.2. Co-mingled Recycling – regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.

3.1.2.3. Organic Materials – voluntary Service until determined by Metro to be a mandatory Service. Regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.

3.1.2.4. Yard Debris – regularly scheduled Service for which Franchisee bills the Customer on a monthly basis.

3.1.2.5. Other Materials – as-needed Service for which Franchisee bills the Customer an additional fee on the next bill after Service is performed.

3.1.3. Solid Waste, Recycling, and Yard Debris Drop-off Site

3.1.4. Residential and Commercial Solid Waste/Recycling Education

3.2. Optional Services. Franchisee is permitted to offer other additional services to the public that promote and increase Resource Recovery, waste prevention, and Recycling and that conform to local, state, and federal statutes and regulations. The optional services and their associated rates and fees must be reviewed and approved by the City Manager or designee.

3.3. Notification to New Customers. The Franchisee shall provide City-approved written notification to all new Customers within seven (7) days of sign up. Notification materials shall include a packet of educational material that contains information on all Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials Service level options, as applicable; rates for these services, including an explanation of extra charges; a listing of the Recyclable Materials collected; the schedule of collection; the proper method of preparing materials for collection; the reasons that Persons should separate their materials for Recycling; and reference information directing Customers to the City's website regarding Solid Waste Management and Collection. Franchisee shall provide Customers with prior written notice of any changes in service.

3.4. Hours/Days for Collection Activity.

3.4.1. Residential and Multi-Family Neighborhoods. The Franchisee shall limit the hours of collection activity for any Solid Waste, Recycling, Yard Debris, and Other Materials, as applicable, in predominantly residential and multi-family neighborhoods to between the hours of **5:30 a.m. and 6:00 p.m.**, unless weather or holiday schedules require extended hours for collection.

3.4.2. Commercial and Industrial Areas. The Franchisee shall limit the hours of collection activity for any Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials, as applicable, in predominantly commercial and industrial areas to between the hours of **4:30 a.m. and 8:00 p.m.**, unless weather or holiday schedules require extended hours for collection.

3.4.3. Service Days. Residential Service must occur Monday through Friday, except during holiday weeks and times of hazardous weather conditions. All Services must be offered on the same day(s) of the week for a given Residential Customer. Commercial Service must occur Monday through Saturday, except during holiday weeks and times of hazardous weather conditions.

3.4.4. Special Services. The Franchisee shall provide occasional or special collection of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials on request by the Customer for an additional cost to the Customer.

3.4.5. Service on Holidays. No Service is required on Thanksgiving Day, December 25th, or January 1st of each year. Residential Service for these days will run one day late. Commercial Service for these days will run one day late except for Commercial Customers that receive Service six (6) days each week; in those cases, the Commercial Customer will receive Services five (5) days in the holiday week.

3.4.6. Hazardous Weather Conditions. Collection schedules may be adjusted due to hazardous weather conditions. Hazardous weather conditions general exist on any day in which the West Linn-Wilsonville School District cancels classes due to weather conditions, or on portions of routes that are located on steep hills where a driving hazard may exist even though local public schools are open. When weather conditions make driving or collection hazardous, Franchisee may postpone collection as provided below:

3.4.6.1. Franchisee must notify the City Manager or designee by phone or email no later than noon (12 pm) on the day hazardous weather conditions exist if collection schedules are expected to change. The information provided by Franchisee must include geographical areas affected and the anticipated make-up day or new schedule. If the affected geographic area(s) or make-up schedule changes, then Franchisee must update the information furnished to the City. Franchisee must also provide information to Customers through phone recordings and website/email/text messaging systems.

3.4.6.2. In the case of Solid Waste Services, Franchisee must make reasonable effort to pick up prior to the next regularly scheduled Service Day. Yard Debris, Recyclable Materials, and Organic Materials Service may be postponed until the next regularly scheduled Service Day. If Solid Waste Service is delayed more than two (2) days, the Solid Waste Service may be delayed until the next regular Service Day, with one extra Solid Waste Container being accepted by Franchisee at no additional cost to the Customer.

3.4.7. Change of Schedule for Service Day. Franchisee may change a Customer's designated Service Day. No later than fourteen (14) days prior to the change, Franchisee must provide written notice to the Customer indicating the intent to change the Customer's designated Service Day and inform the Customer of the new Service Day. Notice must also be given to all service addresses if different than the billing addresses. Each multifamily unit must be notified of the change in Service Day if each unit receives individualized Service.

3.5. Service Rates.

3.5.1. Schedule of Rates. The Rates for Solid Waste, Recycling, Yard Debris, and Other Materials is set forth in Attachment 2 to Ordinance No. 814 and may be adjusted from time to time pursuant to Article VIII of Ordinance No. 814.

3.5.2. Optional Services. The cost for optional services not included in the Schedule of Rates shall comply with the requirements of the Franchise and Section 3.2 above.

3.6. Billing Procedures.

3.6.1. Billing Period. The Franchisee may bill Customers either once per month or once every two months, but shall not bill more than sixty (60) days in advance or in arrears of Service provided. The Franchisee may require payment at time of Service for Service requested by Customers that are less frequent than monthly. The provisions of this Section 3.6.1 do not apply to efforts made to collect unpaid, outstanding balance of any bills.

3.6.2. Billing Due Date. Customer payments shall not be due more than thirty-one (31) days before the end of the Service period being billed, nor less than twenty-one (21) days after the date of the postmark on the billing.

3.6.3. Vacation Credit. The Franchisee shall give a vacation credit for Customers who stop service for a minimum period of three (3) weeks and shall give up to four (4) vacation credits per calendar year. Vacation credits will not be applied to Multi-Family Customers or Commercial Customers.

3.6.4. Billing Policy. The Franchisee shall have a written policy for billing procedures and reinstatement for non-payment, which policy must be consist with Section 3.7 herein. The Franchisee shall make available its billing policies to its Customers. The Franchisee shall also provide a copy of all billing policies to the City for review and prior approval.

3.7. Termination of Service

3.7.1. Billing Past Due. The Franchisee may terminate Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials Service to any Customer if the Customer has not paid a bill within ninety (90) days of the billing due date.

3.7.2. Notice of Termination of Service. The Franchisee must not terminate said Service without first notifying the Customer in writing of the intention to terminate Service postmarked not less than ten (10) days prior to the date of intended termination of Service.

3.7.3. Disputed Billings. The Franchisee must not take any action to collect any portion of a bill subject to a dispute until there is a resolution to the dispute pursuant to Section 11.

3.8. Automation of Services. Franchisee must acquire and utilize equipment that allows for the mechanical collection of Receptacles, except for Receptacles for glass Recycling. Franchisee shall utilize this type of equipment for Service of Solid Waste, Recyclables, Yard Debris, and Organic Materials for all Customers.

3.9. Supplying Receptacles. The Franchisee must provide to its Customers Receptacles that are mechanically collected, except for Compactors and Receptacles for glass Recycling, which are manually collected. The Customer may arrange with the Franchisee to provide a Compactor.

3.9.1. Recycling Bins. The Franchisee shall provide one Container for Recyclable Materials,

excluding glass Recycling, and one glass Recycling bin to each Residential Customer and other Customers as needed.

3.9.2. Commercial and Multifamily Customers. The Franchisee must provide Receptacles for use by Commercial and Multi-Family Customers at locations approved by the Franchisee or may approve Receptacles provided by the Customer based on the Receptacle requirements of these Administrative Rules.

3.9.3. Types of Receptacles. Receptacles provided by the Franchisee shall be designed for safe handling, non-absorbent, vector-resistance, durable, easily cleanable, and except for Drop Boxes and glass Recycling Receptacles, provided with tight fitting watertight lids or covers that can be readily removed or opened.

3.10. Missed Service. The Franchisee must respond promptly to reports of missed Service. A complaint of missed Service received by the Franchisee from the Customer or the City shall be remedied by collecting the material within twenty-four (24) hours (excluding Saturdays, Sundays, and holidays) of the Customer's or City's report, at no extra charge. The 24-hour deadlines does not apply where the missed collection occurred due to late or improper set-out by the Customer (see Sections 4.5 and 4.7 regarding improper set out and location of Receptacles).

3.11. Refusal of Collection Service

3.11.1. Hazardous Conditions. The Franchisee may refuse Service where there is a hazardous weather condition, as provided in Section 3.4.6 above. Franchisee' refusal of Service due to hazardous conditions does not constitute a missed collection.

3.11.2. Improperly Prepared Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials. The Franchisee may refuse Service where the preparations of Solid Waste, Recycling, Yard Debris, Organic Materials, or Other Materials do not satisfy the requirements of these Administrative Rules.

3.11.3. Overweight Receptacles. The Franchisee may refuse Service for a Receptacle that is over the Receptacle weight requirements of these Administrative Rules. If the Customer requests, the Franchisee will provide the actual weight of the overweight Receptacle by 5:00 p.m. on the business day following the request. When a Receptacle is overweight, it is the Customer's responsibility to separate materials into additional Receptacles to comply with required weight limits.

3.11.4. Improper Location of Receptacles. The Franchisee may refuse Service when a Receptacle is in a location that does not satisfy the requirements of these Administrative Rules.

3.12. Notice for Refusal of Service. If a Customer is refused Service for any reason other than hazardous weather conditions, Franchisee must provide written notice stating the reasons for refusal to said Customer. The written notice must describe the specific reason for refusing Service, the actions needed to resume Service, and the pickup options for the materials not collected. Franchisee shall leave the notice securely attached to the Customer's Receptacle, to the materials, or to the

Customer's front door at the time of the refused Service. Franchisee shall document the date, time, and reason(s) for refusal of any Service. Franchisee will also provide the City notice of any refused Service not later than seven (7) business days after Franchisee's refusal of Service of any Customer.

3.13. Payment for Refusal of Service Materials. Franchisee must charge the normal Service Rates when there is a refusal of Service and shall provide collection options for these materials, except for circumstances when a Customer improperly located the Receptacle(s). If a Customer did not set out or improperly placed the Receptacle, Franchisee must offer the Customer the following options:

3.13.1. Immediate Service at the City-approved go-back Rate; or

3.13.2. Service at no extra charge the following week on the designated Service Day.

3.14. Cleanup on Route. The Franchisee shall make reasonable effort to pick up all material blown, littered, broken, or leaked during the course of collection subsequent to being set out by the Customer.

3.15. Prevention of Leaking and Spilling Loads. All Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials Service vehicles shall be constructed, loaded, operated, and maintained in a manner to reduce to the greatest extent practicable, dropping, leaking, blowing, sifting, or escaping of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, Other Materials, or vehicle fuel, hydraulic fluid, or lubricants from the vehicle onto private property and public streets while stationary or in transit, excepting a normal leakage of fuel, hydraulic fluid, or lubricants typically associated with a properly maintained vehicle. Franchisee must make a reasonable effort to clean up all dropped, leaked, blown, or escaped Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, Other Materials, or spilled vehicle fuel, hydraulic fluid, or lubricants as soon as practicable. When leaking or spills occur, Franchisee must provide notice to appropriate Oregon or federal agencies when applicable as required by Oregon or federal laws and regulations and provide the City with any and all copies of such notice.

3.16. Covers for Open Body Vehicles. All open body collection vehicles must have a cover that is either an integral part of the vehicle or a separate cover for the vehicle. This cover must be used while in transit, except during the transportation of Bulky Wastes, including but not limited to stoves, refrigerators, and similar Goods.

3.17. Unnecessary Noise. The Franchisee shall make a reasonable effort to avoid creating any loud, disturbing, or unnecessary noise in the City.

3.18. Maintaining Passage on Public Streets. To the greatest extent practicable, Franchisee must avoid stopping Service vehicles to block the passage of other vehicles and pedestrians on public streets and sidewalks.

3.19. Compliance with Federal, State, and Local Regulations. Franchisee must comply with all applicable federal, state, and local laws and regulations relating to driving, transportation, collection, Disposal, and processing of Solid Waste, Recyclable Materials, Yard Debris, Organic

Materials, and Other Materials.

3.20. Safety and Maintenance. All Service equipment must be maintained and operated in compliance with all federal, state, and local statutes, ordinances, and regulations including compliance with regulations related to the safety of the collection crew and the public.

3.21. Compliance with Zoning Ordinances. Facilities for storage, maintenance, and parking of any vehicles or other equipment shall comply with all applicable zoning ordinances and all other applicable federal, state, and local statutes, ordinances, and regulations.

3.22. Repair or Replacement of Customer Supplies Receptacles. Franchisee must take care not to damage Receptacles owned by the Customer. Franchisee must reimburse the Customer for the cost of repair or replacement of a Franchisee-approved Receptacle when Franchisee causes damage to a Customer's Receptacle, providing the damage is not caused by normal wear and tear and provided the Receptacle satisfies the standards for Receptacles described in these Administrative Rules.

3.23. Location of Empty Receptacles. The Franchisee shall leave emptied Receptacles in a location that does not obstruct mailboxes, sidewalks, fire hydrants, bicycle lanes, or impede traffic flow. The Franchisee is responsible to close the Receptacle as securely as possible to prevent the lid from blowing away or rain getting into the Receptacle.

3.24. Location of Receptacles

3.24.1. General. The Franchisee shall place Receptacles (including drop boxes) in a location that does not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways; within bicycle lanes; or in a location that impedes traffic flow.

3.24.2. Drop Boxes. When possible, the Franchisee shall place drop boxes on private property locations such as driveways or yards. The Franchisee shall not place a drop box in a public right-of-way, street, alley, bicycle lane, or roadside unless the Customer has received approval from the City.

3.25. Customers with Physical Disabilities. The Franchisee shall give reasonable attention to the needs of customers with physical disabilities without any additional charge for distance.

3.26. Promotion and Education

3.26.1. Franchisee shall comply with all DEQ requirements for notice to Customers concerning Recycling Services and opportunities, and any other notices DEQ requires Franchisee to provide to Customers.

3.26.2. Franchisee shall participate in City-directed promotion and education efforts as identified below:

3.26.2.1. No later than sixty (60) days after the end of each Fiscal Year, Franchisee will make a presentation to the City Council regarding Franchisee's Services,

Rates, Franchisee Fee payments, and any other relevant educational information for the Fiscal Year that is ending or just has ended.

3.26.2.2. Franchisee will conduct no less than two educational outreach events per Fiscal Year to West Linn-Wilsonville School District schools within the City. Franchisee will make all reasonable efforts to conduct such events at different schools each Fiscal Year until it has performed an educational event at all West Linn-Wilsonville School District schools within the City.

3.26.2.3. Franchisee will make all reasonable efforts to participate in City-sponsored outreach events when requested by the City and to conduct other educational outreach programs when requested by other organizations or Persons.

3.26.3. The City and Franchisee will collaborate to create educational materials for the City's solid waste management webpage regarding the types of and appropriate preparation of Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials.

3.27 Damage to Pavement. Franchisee shall not be responsible for any damages to City's or Customer's pavement, curbing or other driving surfaces resulting from Franchisee's providing Service, except to the extent caused by Franchisee's negligence or willful misconduct.

Section 4: Customer Responsibility

4.1. Payment Responsibility

4.1.1. Responsible Party. Any Person who receives Service shall be responsible for payment for said Service.

4.1.2. Missed Collections. A Customer may not deduct the cost of past unreported missed Service from the Customer's Service bills.

4.1.3. Vacation Credit. The Customer is responsible for requesting a Vacation Credit from the Franchisee prior to the date Service will temporarily cease. The Customer may request a vacation credit to stop Service for a minimum of three (3) weeks at a time up to four (4) times per calendar year.

4.2. Notification of Missed Service and Billing Errors. The Customer shall promptly notify the Franchisee about a missed Service or billing error. In such cases, Franchisee will respond in accordance with Section 3.10 regarding missed Service or in accordance with Subsection 3.7.3 and Section 11 regarding a billing error.

4.3. Supplying Receptacles

4.3.1. Carts. Residential Customers shall only use Carts provided by the Franchisee for Solid Waste, Recyclable Materials, and Yard Debris Service.

4.3.2. Compactors. A Commercial Customer may provide a Compactor used for Services. All

Compactors shall comply with applicable federal, state, and local laws and regulations, shall be compatible with Franchisee equipment, and shall be approved by the Franchisee.

4.3.3. Commercial and Multi-Family Customers. Commercial and Multi-Family Customers shall use only Receptacles provided by the Franchisee.

4.4. Repair or Replacement of Franchisee-Supplied Receptacles. The Customer shall take appropriate actions to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste, or hot ashes are not put into a can, cart, Container, Drop Box, or other Receptacle. The Franchisee may bill the Customer for the cost to repair or replace a Receptacle owned by the Franchisee when the Customer does not take reasonable care to prevent abuse, fire damage, vandalism, excessive wear, or other damage to the Receptacle.

4.5. Set Out and Removal of Receptacle from Service Location. The Customer is prohibited from setting out a Receptacle for Service more than twenty-four (24) hours prior to Service. The Customer must remove emptied Receptacles from the set out location and return the Receptacle to the Customer's yard or permanent storage area not later than twenty-four (24) hours after Service. For example, if Service is performed at 7:00 am on a Thursday, the Receptacle must be returned to the Customer's yard or storage area not later than 7:00 am on Friday.

4.6. Ownership of Receptacles. Receptacles provided by the Franchisee are the property of the Franchisee. The Customer shall leave Franchisee's Receptacles at the Service address when the Customer moves.

4.7. Location of Receptacles

4.7.1. Single-Family Dwellings. For single-family dwellings, Franchisee may require that collection of Solid Waste, Recyclable Materials, Yard Debris, and Other Materials be placed on the driveway, at the curb, or roadside to enhance efficiency of the Service. Franchisee must arrange for a mutually convenient system for Service to disabled Customers. Under no circumstances may Receptacles be placed by either Customer or Franchisee in marked bicycle lanes or placed in such a manner that they obstruct the flow of traffic. The Customer shall place Receptacles in a location that does not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways other than Customer's driveway. The Customer should provide for reasonable vertical clearance for Receptacle(s) picked up away from the curbside or roadside.

4.7.2. Disabled Customers. Disabled Customers will be provided non-Curbside Service for all materials. The Customer and Franchisee must mutually agree upon a set-out location. In most cases, the preferred location will be visible from the street. If not, the Customer must provide Franchisee with a signal that is visible from the street that there are materials to be collected.

4.7.3. Service on a Private Street. For Services made at Curbside on a private street or flag drive serving multiple residences, the street must meet the following standards: access may not be limited by a gate; it must be named and posted with a street sign; it must be paved to a

width of at least twelve (12) feet, exclusive of any areas where parking is permitted; and if a dead-end, the turnaround must have a sixty (60) foot diameter or a "hammerhead" or other feature that provides adequate turnaround space for standard Service vehicles. There must be at least fourteen (14) feet of vertical clearance. On such private streets, Customers entitled to Curbside Service must have their address on the private street. Franchisee may require a damage waiver from Customers being serviced on private streets if, in the opinion of Franchisee, there is a reasonable probability that property damage could occur through no fault of Franchisee other than the normal course of providing Service. If these criteria are not met, Customers must bring their materials to the intersection of the private street and the closest public street. Containers must be marked with the appropriate Customer address.

4.7.3.1. If a Customer obstructs a private street that otherwise meets the above requirements, such as several parked vehicles, sporting equipment, or other barrier, which makes Franchisee's ability to Service the private street unsafe, Franchisee may refuse collection of Service pursuant to Section 3.11 above. If the hazards are not moved or removed by the Customer(s) so that Franchisee may safely Service the private street, the Customer(s) may be found to be in violation of these Administrative Rules and may be fined pursuant to Article XV, Section (2) of Ordinance No. 814.

4.7.4. Service on Public Alleys. Service on public alleys is encouraged, but is at the discretion of Franchisee.

4.7.5. Service from In-Ground Cans. Service from in-ground cans is prohibited.

4.7.6. Location of Empty Receptacles. Franchisee must return all Receptacles, except for Drop Boxes, to the location where the Customer placed them without leaving Service remnants or other disturbance to existing site conditions, unless the Customer placed the Receptacle(s) in a prohibited location. In such a case, Franchisee may place the Receptacle in a location allowed under these Administrative Rules.

4.7.7. Drop Boxes. When possible, Franchisee shall place Drop Boxes on private property locations such as driveways or yards. Prior to Franchisee's delivery of the Drop Box, the Customer must receive a permit from the City to place a Drop Box in a public right-of-way, street, alley, or roadside.

4.7.8. Allocation of Compactors. The Customer must place Compactors at a location that protects the privacy, safety, and security of Customers, that provides access needed to prevent unnecessary physical and legal risk to the Franchisee, and that is agreed upon by the Customer and the Franchisee.

4.8. General Preparation of Materials

4.8.1. The Customer must place Solid Waste, Recyclable Materials, Yard Debris, and Organic

Materials safely and securely in the appropriate Receptacle to prevent lightweight materials from blowing away prior to and while being dumped into the Service vehicle or Receptacle. The Customer must load the contents of a Receptacle in such a manner that they fall freely from the Receptacle when emptied by Franchisee. Franchisee is not responsible for digging the contents out of a Receptacle. The Customer cannot overfill a can, cart, or Container so that the lid is open. The Customer cannot compact the contents of a can, cart, or Container. The Customer is responsible for closing the Receptacle as securely as possible to prevent the lid or materials from blowing away or rain from getting into the Receptacle. The Customer shall loosely place materials in cans, carts, Containers, and other rigid Receptacles to minimize damage to the Receptacle and to facilitate emptying the Receptacle.

4.8.2. The Customer must drain Solid Waste, Recycling, Yard Debris, Organic Materials, and Other Materials of surplus water. Residential ashes must be cool and must be securely wrapped or bagged before the ashes are deposited in any Container.

4.8.3. Animal Wastes. The Customer must bag animal wastes and kitty litter separately from other Solid Wastes. The Customer may Dispose of animal wastes in the Solid Waste Receptacle.

4.8.4. Compactors. The Customer must load any Compactor to be within safe loading design limit, operation limit, and weight limit of the collection vehicles used by the Franchisee.

4.8.5. No person, other than the Generator of the materials placed in a Receptacle for Service or an employee of the Franchisee, shall interfere with or remove any Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, or Other Materials from any Receptacle where it has been placed by the Generator for collection; nor shall they remove, alter or compact either manually or mechanically, the contents of the Receptacle, including Recyclable Materials and Solid Waste.

4.8.6. No person shall place chemicals, liquid waste, paint, corrosive materials, Infectious Waste, hot ashes, or Other Materials into a Receptacle placed for Service. When materials, customer abuse, fire, or vandalism cause excessive wear or damage to a Receptacle provided by the Franchisee, the cost of repair or replacement may be charged to the Customer.

Section 5: Solid Waste Service Requirements

5.1. Franchisee Responsibility

5.1.1. Service Responsibility. The Franchisee must provide the opportunity for all levels of Solid Waste Services as defined and provided for in these Administrative Rules for all Persons within its geographic area franchised by the City.

5.1.1.1. Unacceptable Waste. The Franchisee is not responsible for the collection of Unacceptable Waste. Refer to Subsection 8.2.2 for collection options for Unacceptable Waste.

5.1.1.2. Hazardous Waste. The Franchisee is not responsible for the collection of Hazardous Waste. To the extent that Franchisee collects Household Hazardous Waste or knowingly collects Hazardous Waste, Franchisee must comply with all Federal, State, and Metro regulations applicable to the collection and Disposal of Household Hazardous Waste and Hazardous Waste.

5.1.2. Service of Extra Receptacles. The Franchisee must Service occasional extra Solid Waste Receptacles set at the curb as an "extra" beyond the Customer's subscribed Service level. The Franchisee may charge the fee established by the City for such "extras," except in cases of missed Service. The Franchisee may require the Customer to give prior notification of an extra set out that would require extraordinary time, labor, or equipment.

5.1.3. Disposal of Solid Waste Materials. Franchisee must Dispose of the Solid Waste collected within its franchised geographic area at a Metro-approved facility. Franchisee must not mix Solid Waste for Disposal with any properly prepared Source Separated Materials.

5.2. Customer Responsibility

5.2.1. Weight of Receptacles. The Customer shall limit the weight of a Solid Waste Receptacle to the maximum weights listed as follows:

Receptacle/Type Capacity	Maximum Weight
Up to and including 20 gallons	35 lbs.
Over 20 gallons, up to and including 34 gallons	60 lbs.
Roll carts up to and including 40 gallons	60 lbs.
Roll carts over 40, up to and including 60 gallons	100 lbs.
Roll carts over 60, up to and including 90 gallons	120 lbs.

5.2.2. Weight of Containers and Drop Boxes. The weight of Solid Waste put into a Container or Drop Box, whether compacted or not, shall not exceed the lifting capacity of the Franchisee's equipment nor shall the weight put the Franchisee over the weight limit for the loaded vehicle. The Franchisee shall furnish the Customer with information concerning limitations on Franchisee's equipment, upon request. The Franchisee is not required to collect containers exceeding 300 pound gross loaded contents per loose cubic yard.

5.2.3. Putrescible Waste Storage. The Customer shall not store putrescible materials in a Receptacle in excess of seven (7) days.

Section 6: Recycling Collection Requirements

6.1. Franchisee Responsibility

6.1.1. Service Responsibility. The Franchisee must provide the opportunity for Recycling Service as outlined in these Administrative Rules for all Persons with its geographic area franchised by the City.

6.1.2. "Recycling Only" Residential Customers. The collection frequency for Residential Customers without Solid Waste Service shall be on the same day as Solid Waste Service for the neighborhood of any given Customer or as agreed upon by the Franchisee and the Residential Customer.

6.1.3. Collection of Recyclable Materials. The Franchisee shall collect Recyclable Materials listed in Section 6.2.2 provided the Customer complies with the preparation requirements and other requirements set forth in these Administrative Rules.

6.1.4. Processing of Collected Recyclable Materials. The Franchisee shall transport and market collected Recyclable Materials. The Franchisee shall deliver all properly prepared and collected Recyclable Materials to a processor or broker of Recyclable Materials or to an end-use market. The Franchisee shall not deliver, or cause to be delivered, any collected Recyclable Materials for Disposal, unless the Recyclable Materials are improperly prepared or permission is granted by DEQ.

6.1.5. Diversion Goal. Franchisee shall make every effort to meet the Recycling goals of the Regional Solid Waste Management Plan as adopted by Metro, promote ongoing efforts as other Recycling "best practices" become available, and help identify methods of Reuse when applicable. The City will make all reasonable efforts to assist Franchisee in meeting such Recycling goals.

6.2. Customer Responsibility

6.2.1. Preparation of Recycled Materials.

6.2.1.1. Residential Customers. Residential Customers must prepare Recyclable Materials to avoid contamination with Solid Waste, Hazardous Waste, Yard Debris, or Organic Materials.

6.2.1.2. Commercial and Multi-Family Customers. Commercial and Multi-Family Customers must prepare Recyclable Materials to avoid contamination with Solid Waste, Hazardous Waste, Yard Debris, or Organic Materials. The Franchisee and the Commercial or Multi-Family Customer may decide any exceptions or restrictions to the types, quantity, and volume of Recyclable Materials.

6.2.2. Recyclable Materials List. The Customer may include, and Franchisee is only responsible for collecting, the Recyclable Materials listed on the City's website within its solid waste management webpage, which list may be amended from time to time in accordance with EPA and DEQ requirements and market conditions. Franchisee will also maintain a current list of accepted Recyclable Materials to be provided to a Customer at the Customer's request. Customers must separate and prepare Recyclable Materials in the manner stated on the Recyclable Materials List.

Section 7: Yard Debris and Commercial Organic Material Collection Requirements

7.1. Franchisee Responsibility

7.1.1. Service Responsibility. The Franchisee shall provide the opportunity for Yard Debris Service for all Persons within its geographic area franchised by the City. The Franchisee shall provide the opportunity for Commercial Customers to dispose of Organic Materials in a separate Receptacle on a voluntary basis, until such time as Metro determines that Franchisee must provide Organic Materials Service to Commercial Customers. If Metro makes such a determination regarding Commercial Organic Materials Service, Franchisee must provide to the affected Commercial Customers education regarding Disposal of Organic Materials and Receptacles for Disposal of Organic Materials.

7.1.2. "Yard Debris Only" Customers. The collection frequency for Persons without Solid Waste collection service shall be on the same day as Solid Waste collection for the neighborhood of any given Customer or as agreed upon by the Franchisee and the Customer.

7.1.3. Special Collection of Yard Debris. The Franchisee shall provide occasional or special collection of Yard Debris materials on request by the City.

7.1.4. Collection of Yard Debris. The Franchisee shall collect Yard Debris provided the Yard Debris comply with the preparation requirements and other requirements set forth in these Administrative Rules.

7.1.5. Collection of Extra Yard Debris Receptacles. The Franchisee shall collect clearly marked occasional extra Yard Debris Receptacles set at the curb as an "extra" beyond the Customer's subscribed Service level. The Franchisee may charge the fee established by Franchisee and approved by the City for such "extras," except in cases of missed Service.

7.1.6. Collection of Organic Materials. The Franchisee shall collect Organic Materials from Commercial Customers to whom Franchisee agrees to provide such Service or to whom Metro requires Franchisee to provide such Service so long as the Organic Materials comply with the preparation requirements and other requirements set forth in these Administrative Rules

7.1.7. Processing of Collected Yard Debris and Organic Materials. The Franchisee shall transport and market collected Yard Debris and Organic Materials. The Franchisee shall deliver all properly prepared and collected Yard Debris or Organic Materials to an approved processor or composting facility. The Franchisee shall not deliver or cause the delivery of any collected Yard Debris or Organic Materials for Disposal unless the Yard Debris or Organic Materials are improperly prepared or Franchisee obtains permission from DEQ for such Disposal.

7.2. Customer Responsibility

7.2.1. Preparation of Yard Debris Materials.

7.2.1.1. Yard Debris Receptacles. The Customer shall place Yard Debris in the cart provided by the Franchisee. Occasional extras may be placed in 65 gallon Carts, "Kraft" type and "Epic" brand bags, or bundles. The Customer shall not use plastic bags to contain Yard Debris.

7.2.1.2. Acceptable Materials. The Customer is responsible to include only those materials that meet the definition of Yard Debris provided in these Administrative Rules.

7.2.2. Preparation of Organic Materials.

7.2.2.1. Receptacles. Any Customer receiving Organic Materials Service from Franchisee shall place Organic Material in the acceptable Receptacle provided by Franchisee.

7.2.2.2. Acceptable Materials. The Customer is responsible to include only those materials that meet the definition of Organic Material provided in these Administrative Rules.

7.2.3. Weight of Yard Debris Receptacles. The Customer shall limit the weight of a Yard Debris Receptacle and its contents to the maximum weights listed as follows:

Receptacle Type/Capacity	Maximum Weight
Bundled yard debris	45 lbs.
"Kraft" type bags or "Epic" brand bags	60 lbs.
Roll Carts up to and including 40 gallons	60 lbs.
Roll carts over 40, up to and including 60 gallons	100 lbs.
Roll carts over 60, up to and including 90 gallons	120 lbs.

7.2.4. Weight of Organic Materials Receptacles. The Customer shall limit the weight of a Receptacle and its contents to the maximum weights listed as follows:

Receptacle Type/Capacity	Maximum Weight
Roll carts up to and including 40 gallons	60 lbs.
Roll carts over 40, up to and including 60 gallons	100 lbs.
Roll carts over 60, up to and including 90 gallons	120 lbs.

Section 8: Other Materials Services

8.1. Franchisee Responsibility

8.1.1. Service Responsibility. The Franchisee shall provide the opportunity for Service for Other Materials as defined and provided for in these Administrative Rules for all Persons within its geographic area franchised by the City. Other Materials include Goods, Bulky Waste, tires, and Infectious Waste.

8.1.2. Service Frequency. The Service time for Other Materials shall be as agreed by the

Franchisee and the Customer and within seven (7) working days of the Customer Request.

8.1.3. Service of Other Materials. The Franchisee shall provide Other Materials Service so long as the Customer complies with the preparation requirements and other requirements set forth in these Administrative Rules.

8.1.4. Collection of Infectious Wastes. The Franchisee may provide for collection of Infectious Wastes or may subcontract for this Service. In either case, the Franchisee shall conform to all rules and laws including, but not limited to, those of the State of Oregon applying to the collection, transportation, storage, treatment, and Disposal of Infectious Wastes.

8.2. Customer Responsibility

8.2.1. Disposal of Other Materials. The Customer shall place Other Materials in a location agreed upon by Customer and Franchisee and in a Receptacle (if applicable) approved by Franchisee. The location must not obstruct mailboxes, water meters, sidewalks, fire hydrants, or driveways; must not be within bicycle lanes; and must not be in a location that impedes traffic flow. Other Materials Service must occur on the same day as the Customer's Solid Waste Service. Other Materials may not be set out by the Customer more than twenty-four (24) hours prior to Service.

8.2.2. Disposal of Unacceptable Solid Waste. The Customer shall contact Franchisee for information on proper Disposal options for Unacceptable Solid Waste.

Section 9: Community Clean-Up Days

9.1. The Franchisee shall agree to deposit the number and size of Drop Boxes and stage the below events at locations agreed to between the Franchisee and the City; and to haul away and replace as many times as may be necessary for:

9.1.1. The one week period during which the "Wilsonville Clean-Up Days" will take place, including a "Bulky Waste Day" event. The "Wilsonville Clean-Up Days" event shall take place once per year in the Spring. The "Bulky Waste Day" will occur within the "Wilsonville Clean-Up Days" on a date set by the City for a reasonable time of day and duration of time, will be coordinated by the City and Franchisee, and will be advertised by the City and Franchisee; and

9.1.2. The "Fall Leaf Clean-Up" event, which shall take place once per year in the Fall, on a date set by the City for a reasonable time of day and duration of time, will be coordinated by the City and Franchisee, and will be advertised by the City and Franchisee.

9.2. All costs, except Disposal cost, incurred during the Community Clean-Up days by the Franchisee shall be at the entire expense of the Franchisee.

Section 10: Customer Service – Access to Information

10.1. Franchisee's Website. To the extent practicable, Franchisee's website will contain information

regarding the following:

10.1.1. For new Customers: the ability to sign up for new Services.

10.1.2. For all potential, new, and current Customers: access to the Franchise Agreement and these Administrative Rules. Franchisee may provide this information through a link to the City's solid waste informational webpage.

10.1.3. For current Customers: local contact information if a Customer complaint or concern is not fully resolved through Franchisee's call center.

10.1.4. For current Customers: information regarding Wilsonville Clean-Up Days and any other events planned by Franchisee within the City.

10.2. The City will also provide the information in 10.1.2 through 10.1.4 on its solid waste webpage.

10.3. **Franchisee Communication to New Customers.** Franchisee will send to all new Customers a communication that includes short summary of Franchisee's Services and any key information regarding the Franchise Agreement and these Administrative Rules, which communication will be approved by the City Manager or designee prior to Franchisee delivering the communication to new Customers. The communication may be sent via electronic mail or regular mail.

10.4. **Franchisee Communication to Current Customers.** Prior to any Service Rate increase or new, modified, or removed surcharge, Franchisee will send to all current Customers a communication explaining the Service Rate increase or surcharge. The communication must be approved by the City Manager or designee prior to Franchisee delivering the communication to current Customers. The communication may be sent via electronic mail or regular mail.

10.5. Any disputes regarding Franchisee's Customer service are subject to Section 11 herein and Article XIII, Section (1) of the Solid Waste Franchise Agreement (Ordinance No. 814).

Section 11: Dispute Resolution

11.1. **Information and Complaint Resolution.** The Franchisee shall respond with twenty-four (24) hours or by the next business day to Customer calls and telephonic or online complaints. Both office and on-route staff shall be knowledgeable and courteous in answering Customer information requests and resolving Customer complaints regarding Solid Waste, Recyclable Materials, Yard Debris, Organic Materials, and Other Materials Services. The Franchisee shall respond in writing to any written complaint on Service within five (5) working days from receiving the written complaint.

11.2. **Disputed Billing Policy.** The Franchisee shall have a written policy for resolving disputed billings pursuant to Subsection 3.6.4. The Franchisee shall provide a copy of disputed billing policies to the City for review and approval.

11.3. **Unresolved Disputes.** Any disputes between Franchisee and Customer that remain unresolved are subject to the procedures contained in Article XIII, Section (1) of Ordinance No. 814.

Republic Services Rate Schedule for

Solid Waste, Recyclables, Yard Debris, Organic Materials, and Other Materials

Effective: July 1, 2018

RESIDENTIAL RATE SHEET

Residential (excluding Charbonneau)

Cart Size	Rate Per Month	Amount Increased[1]
20 gallon	$20.65	$0.65
35 gallon	$27.23	$0.86
60 gallon	$35.72	$1.12

Charbonneau (yard debris exempt)

Cart Size	Rate Per Month	Amount Increased
20 gallon	$17.99	$0.57
35 gallon	$21.36	$0.67
60 gallon	$30.27	$0.95

Limited Residential Services

Service	Rate Per Month	Amount Increased
On Call	$11.87	$0.37
Recycling Only	$10.63	$0.33
Yard Debris Only	$7.85	$0.25
Recycling & Yard Debris Only	$16.21	$0.51

Temporary Clean Up Container – 3 Yards Maximum of 4 days

Service	Rate	Amount Increased
Delivery & Removal	$122.97	$3.87
Extra Dump	$88.49	$2.79
Daily Charge	$5.99	$0.19

Additional/Extra Services

Additional/Extra Service	Rate	Amount Increased
Lost or damaged garbage cart	$66.91	$2.11
Lost or damaged yard debris cart	$70.11	$2.21
Lost or damaged recycling cart	$70.11	$2.21
Lost or damaged recycling bin	$11.36	$0.36
Return trip fee outside of normally scheduled route	$22.41	$0.71
All occasional extras (box/bag/can)	$6.20	$0.20
Over-full can charge	$6.20	$0.20
Yard debris contaminated with garbage	$13.42	$0.42
Gate opening/roll out container (monthly)	$16.73	$0.53
Special container (medical waste)	$16.73	$0.53

[1] All amounts in this Rate Sheet reflect a 3.25% increase from the rates in effect prior to July 1, 2018.

COMMERCIAL RATE SHEET

Commercial Services – Rate Per Month

Container Size	Rate - 1 stop per week	Amount Increased	Rate - 2 stops per week	Amount Increased	Rate - 3 stops per week	Amount Increased
1 yard	$105.53	$3.32	$209.74	$6.60	$308.93	$9.72
1.5 yard	$138.55	$4.36	$273.72	$8.62	$408.46	$12.86
2 yard	$180.91	$5.96	$357.38	$11.25	$533.48	$16.79
3 yard	$250.59	$7.89	$496.02	$15.61	$742.87	$23.38
4 yard	$326.44	$10.28	$651.12	$20.50	$975.00	$30.69
5 yard	$396.73	$12.49	$781.21	$24.59	$1,176.67	$37.04
6 yard	$455.72	$14.34	$901.02	$28.36	$1,365.07	$42.97
8 yard	$604.25	$19.02	$1,192.51	$37.54	$1,806.03	$56.85

Container Size	Rate - 4 stops per week	Amount Increased	Rate - 5 stops per week	Amount Increased	Rate - 6 stops per week	Amount Increased
1 yard	N/A		N/A		N/A	
1.5 yard	N/A		N/A		N/A	
2 yard	$719.82	$22.66	$904.42	$28.47	$1,092.12	$34.38
3 yard	$1,009.60	$31.78	$1,273.95	$40.10	$1,537.74	$48.40
4 yard	$1,325.39	$41.72	$1,672.56	$52.65	$2,018.98	$63.55
5 yard	$1,599.56	$50.35	$2,018.92	$63.55	$2,436.72	$76.70
6 yard	$1,856.23	$58.43	$2,342.76	$73.74	$2,828.44	$89.03
8 yard	$2,457.56	$77.36	$3,102.31	$97.65	$3,745.73	$117.90

Extra Commercial Pick-Up

Container Size	Rate	Amount Increased
1 yard	$24.26	$0.76
1.5 yard	$33.97	$1.07
2 yard	$44.40	$1.40
3 yard	$64.43	$2.03
4 yard	$84.56	$2.66
5 yard	$104.70	$3.30
6 yard	$124.73	$3.93
8 yard	$163.86	$5.16

Container Compactor rates is 2.2 times the regular rate.

Commercial extra container dumps (return trips) are charged at 33% of the monthly rate.

Extra material beyond the capacity of the container is charged $26 per yard.

Commercial/Multi-Family Rates Per Month

Container Size	Rate	Amount Increased
35 gallon cart	$20.65	$0.65
60 gallon cart	$32.17	$1.01
90 gallon cart	$40.53	$1.28

Recycling Rates for Multi-Family Sites with Compactors or Train Systems

Number of Units	Rate per Month	Amount Increased
10-99	$134.84 (minimum)	$4.24
100-199	$2.27 per unit	$0.07
200-299	$1.86 per unit	$0.06
300-399	$1.64 per unit	$0.05
400+	$1.60 per unit	$0.05

Additional Recycling Services – Drop Box and Commercial Customers

Container Size	Rate	Amount Increased
60 gallon	$15.59 per cart (includes pick up)	$0.49
90 gallon	$18.89 per cart (includes pick up)	$0.59
Metal Tote	$24.47 monthly rent, plus hourly rate	$0.77
Cardboard Container	$24.47 per month for customers that have less than 4 cubic yards of flattened cardboard per month	$0.77

Miscellaneous Service Rates – Hourly Hauling Rate

Service	Rate Per Hour	Amount Increased
1 truck + 1 driver	$102.53	$3.23
1 truck + 1 driver + 1 helper	$129.48	$4.08

COMMERCIAL RATE SHEET
For Industrial Customers

Drop Box/Compactor Rates

Container Size	Delivery Rate	Amount Increased	Haul Rate	Amount Increased
10-20 yard drop box	$54.00	$1.70	$119.77	$3.77
21-29 yard drop box	$54.00	$1.70	$119.77	$3.77
30 yard drop box	$54.00	$1.70	$150.75	$4.75
40 yard drop box	$54.00	$1.70	$171.40	$5.40
10-19 yard compactor	N/A		$119.77	$3.77
20-29 yard compactor	N/A		$150.75	$4.75
30-39 yard compactor	N/A		$212.70	$6.70
40+ yard compactor	N/A		$284.97	$8.97

Additional Drop Box Services

Service	Rate	Amount Increased
Fee for less than 1 haul per month	$16.21	$0.51
Round-trip box (per haul)	$34.59	$1.09

Rental Fee after 48 Hours

Drop Box Size	Rate – Per Day (Loose – Non-Compacted)	Amount Increased	Rate – Per Month	Amount Increased
10 yard	$8.16	$0.26	$81.57	$2.57
20 yard	$8.16	$0.26	$81.57	$2.57
30 yard	$8.67	$0.27	$86.73	$2.73
40 yard	$9.19	$0.29	$91.89	$2.89

Rent charged will be the lesser of the daily or monthly rent total

SUPPLEMENTAL SERVICES RATE SHEET

Type of Service	Rate	Increase
Special Services not listed:		
Hauler will charge the reasonable cost of collection and disposal		
Charge to be related to a similar schedule fee where possible		
Appliances:		
Large appliances that contain Freon (accessible at curb)	$48.52	$1.53
Large appliances without Freon (accessible at curb, Freon removal certificate required)	$27.87	$0.88
Bathtub/Sink/Toilet:		
Fiberglass tub/shower	$43.13	$1.36
Toilet	$21.56	$0.68
Sinks without cabinet	$16.17	$0.51
Carpets:		
Rug	$16.17	$0.51
Tires:		
Tires with rims – Passenger or light truck	$21.56	$0.68
Tires without rims – Passenger or light truck	$16.17	$0.51
Tires – Heavy equipment, semi, etc. charged per ton at current disposal facility gate rate		
Furniture:		
Large furniture – full sized couch, dining table, dresser, etc	$32.35	$1.02
Small furniture – recliner chair, office chair, crib, coffee table, patio table, cabinets, etc	$21.56	$0.68
Hide-a-bed	$43.13	$1.36
Mattresses:		
Twin mattress/box spring (set)	$21.56	$0.68
Double/queen mattress/box spring (set)	$32.35	$1.02
King mattress/box spring (set)	$37.74	$1.19
Other:		
Bicycle	$16.17	$0.51
Waterbed bag	$16.17	$0.51
Windows	$16.17	$0.51
Treadmill, door, furnace, barbeque, satellite dish, lawnmower	$26.96	$0.85
Basketball hoop	$43.13	$1.36
Hot water heater	$43.13	$1.36
Hot tub cover	$53.69	$1.69
Entertainment center	$53.69	$1.69
Christmas tree	$10.33	$0.33
E-Waste Removal:		
TV under 25", PC monitor, laptop	$16.17	$0.51
TV over 25"	$32.35	$1.02
TV console, TV projector, copiers	$43.13	$1.36
Return Trip Fee:	$21.56	$0.68
Minimum Charge:	$16.17	$0.51

RECYCLING SURCHARGE

(July 1, 2018-December 31, 2018)

1. Residential Customers

Residential customers will be charged a flat rate of $2.50 per month as a recycling surcharge regardless of solid waste container size.

2. Commercial Customers

Commercial customers will be charged $1.50 per yard based on the size their recycling container as a recycling surcharge. If a commercial customer uses a 35, 60, or 90 gallon recycling cart, the commercial customer will be charged the same $1.50 recycling surcharge rate as the one-yard rate.

WRITTEN ACCEPTANCE OF ORDINANCE NO. 814
CITY OF WILSONVILLE, OREGON

TO THE MAYOR AND COUNCIL OF THE CITY OF WILSONVILLE:

WHEREAS, on the 21 day of May, 2018, the Council of the City of Wilsonville, Oregon adopted Ordinance No. 814 entitled:

> "An Ordinance of the City of Wilsonville Creating a Franchise Agreement for Solid Waste Management and Collection within the City and Repealing Ordinance Nos. 204, 424, and 443 and Resolution Nos. 1077 and 2566;" and

WHEREAS, said Ordinance grants Keller Drop Box, Inc. dba Republic Services of Clackamas and Washington Counties ("Franchisee") an exclusive franchise within the City to provide management and collection services for solid waste, recyclable materials, yard debris, organic materials, and other materials pursuant to the terms and conditions stated in said Ordinance; and

WHEREAS, said Ordinance was granted upon the condition that Franchisee shall submit to the City Recorder of the City of Wilsonville its written acceptance of all the terms and conditions of said Ordinance within fourteen (14) days after the effective date of the Ordinance;

NOW, THEREFORE, Franchisee does hereby acknowledge and accept Ordinance No. 814 and all the terms and conditions stated therein.

IN WITNESS WHEREOF, Keller Drop Box, Inc. dba Republic Services of Clackamas and Washington Counties has caused this Written Acceptance to be executed on May 21, 2018.

Keller Drop Box, Inc. dba Republic Services
of Clackamas and Washington Counties

By: _____

Print Name: Gregg Brummer - Area President

As Its: _____

Employer I.D. No. _____