

Table of Contents

| | |
|---|----|
| 1. Advancing Equity, Diversity, and Inclusion..... | 2 |
| 2. Administrative Rules, Promulgation..... | 2 |
| 3. Definitions..... | 2 |
| 4. <i>(Reserved) Regulation</i> | 6 |
| 5. <i>(Reserved) Solid Waste Advisory Committee</i> | 6 |
| 6. <i>(Reserved) Certificates</i> | 6 |
| 7. <i>(Reserved) Rates</i> | 6 |
| 8. <i>(Reserved) Washington County Cooperative</i> | 6 |
| 9. Insurance and Indemnification..... | 6 |
| 10. <i>(Reserved) Regional Support</i> | 7 |
| 11. <i>(Reserved) Annual Programs</i> | 7 |
| 12. Reporting, General..... | 8 |
| A. Recycling and Solid Waste Disposal Report..... | 8 |
| B. Quarterly Gross Receipts Statement..... | 8 |
| C. Annual Report..... | 8 |
| D. Other Reports..... | 9 |
| 13. Education and Promotion, General..... | 9 |
| 14. Service Standards..... | 9 |
| A. Purpose..... | 9 |
| B. Scope..... | 9 |
| C. Goal..... | 9 |
| D. Effect..... | 9 |
| E. Consistent Service Requirement..... | 9 |
| F. Customer Service - New Accounts, Service Level Changes, Termination..... | 13 |
| G. Customer Service - Office Procedures..... | 14 |
| H. Customer Service – Billing (Regular Service Only)..... | 15 |
| I. Customer Service – Refunds and Credits..... | 16 |
| J. Receptacles..... | 17 |
| K. Labeling..... | 18 |
| L. <i>(Reserved) Weight Limits</i> | 19 |
| M. <i>(Reserved) Restrictions</i> | 19 |
| N. Residential Service Standards, Specific..... | 19 |
| O. Multi-Family Dwelling Service Standards, Specific..... | 23 |
| P. Business Service Standards, Specific..... | 26 |
| Q. <i>(Reserved) Restrictions</i> | 30 |
| R. <i>(Reserved) Commercial Composting</i> | 30 |
| S. Drop Box/Compactor Service Standards, Specific..... | 30 |
| T. <i>(Reserved) Occasional Containers</i> | 32 |
| U. <i>(Reserved) Construction & Demolition</i> | 32 |
| V. Denial, Termination of Service..... | 32 |
| 15. <i>(Reserved) Enforcement</i> | 33 |
| 16. <i>(Reserved) Internal Administration</i> | 33 |
| 17. <i>(Reserved) Other Department Functions</i> | 33 |
| 18. Business Requirements - Recycling..... | 33 |
| 19. Business Requirements - Composting..... | 33 |
| 20. <i>(Reserved) Appendices</i> | 35 |
| 21. Temporary Rules..... | 35 |

Solid Waste and Recycling Administrative Rules

1. Advancing Equity, Diversity, and Inclusion

Washington County uses an equity lens for all of its work including management of the solid waste collection system. The development of Solid Waste and Recycling Administrative rules include considerations of the impact on all users of and participants in the garbage and recycling system with an emphasis on historically marginalized groups. These rules provide a framework for the County to implement services and practices that equitably meet the needs of all residents,

2. Administrative Rules, Promulgation

To protect the health, safety, and welfare of the people of the County, the Department of Health and Human Services has found it to be to the benefit of the public to develop administrative rules and standards for solid waste management. Pursuant to Washington County Code 8.04.050 the Board of County Commissioners may promulgate reasonable rules and regulations to the administration of solid waste.

3. Definitions

A. Additional Recycling Collection Service means the collection of recyclable materials (except glass, motor oil, batteries, and compostable materials) not contained in mixed recycling, as approved by the County.

A.B. Bin means a plastic twelve (12) or fourteen (14) gallon capacity receptacle, without a lid, primarily used for the collection of glass.

B.C. Board means the Washington County Board of County Commissioners.

C.D. Business means any commercial or nonprofit entity, such as a store, office, manufacturing and industry facility, restaurant, warehouse, school, college, university, government, hospital and other similar entities doing business within the unincorporated County, but excludes businesses permitted in residences.

D.E. Certificate means a sanitary service certificate, certificate for joint service, limited purpose certificate, temporary certificate or special sanitary service certificate issued by the Board.

E.F. Certificate Holder means a hauler that has been issued a certificate allowing the provision of solid waste services within the unincorporated County.

F.G. Collection Service means a service that provides for collection of solid waste or recyclables or both, as described in ORS 459 and 459A.

G.H. Commercial means relating to an entity that is non-residential in nature.

H.I. Compactor means electromechanical-hydraulic equipment designed for the containment and compaction of waste into a container or tube.

- I.J. Compacted Load means any container or other receptacle whose contents have been densified by mechanical or other means with the intent to increase the weight or density of the load.
- J.K. Compost(ing) means the controlled biological decomposition of organic material or the product resulting from such a process.
- K.L. Compostable Material and Compostable means yard debris or food scraps when source separated for controlled biological decomposition. Compostable material does not include food soiled paper products containing plastic or other materials that inhibit controlled biological decomposition.
- L.M. Container means a standardized, typically covered, receptacle of one (1) to eight (8) cubic yard capacity, that is mechanically lifted and the contents of which are combined in the collection vehicle with material from other containers.
- M.N. County means the County of Washington, a political subdivision of the State of Oregon.
- N.O. Curbside means located within five (5) feet of a public or private road for urban service.
- O.P. Customer means any business, resident, or multi-family dwelling that receives collection service from a hauler and includes the person that enters into an agreement with the certificate holder for collection services.
- P.Q. Drop Box and Roll Off means a metal receptacle, typically uncovered and with doors, used for large volume collection and transportation of garbage, recyclable or compostable materials, primarily associated with but not limited to commercial or construction activity, with typical volume capacities of ten (10) to forty (40) cubic yards.
- Q.R. Enclosure means a fenced or walled area designed to secure and hide from view solid waste and recycling containers or other receptacles, but not those open areas which are incidental to a wall, barricade, or other structure.
- R.S. Food Scraps means solid waste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, coffee grounds, and other food that results from the distribution, storage, preparation, cooking, handling, selling or serving of food for human consumption. Food scraps includes but is not limited to excess, spoiled or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, and peels. Food scraps does not include liquids or large amounts of oils and meats which are collected for rendering, fuel production or other non-disposal applications, or any food fit for human consumption that has been set aside, stored properly and is accepted for donation by a charitable organization and any food collected to feed animals in compliance with applicable regulations
- S.T. Food Scrap Generating Business means a business that cooks, assembles, processes, serves or sells food or does so as a service provider for other enterprises. Food generating businesses include but are not limited to: cafeterias,

buffets, caterers, colleges, universities, correctional facilities, drinking places, elementary schools, secondary schools, food product manufacturers, food service contractors, full service restaurants, grocery retail stores, grocery wholesalers, hospitals, hotels, limited service restaurants, nursing and residential care facilities, retirement and assisted living facilities, specialty food markets, and warehouse clubs with full-service restaurants or on-site food preparation or services.

- T.U. Gross Receipts means all receipts for the period from all revenue sources before any adjustments.
- U.V. Hauler means a person, firm or corporation engaged in the collection, transportation and/or disposal of solid waste, compostable and recyclable material from any location within the unincorporated County and that holds a certificate issued by the County to conduct the aforementioned activity.
- V.W. Landlord means the owner, or the person who is authorized by the owner, to manage the premises or to enter into a rental agreement on behalf of the owner.
- W.X. Materials Recovery and Recovery means any process of obtaining from solid waste, by pre-segregation or otherwise, materials that still have useful physical or chemical or biological properties after serving a specific purpose and can, therefore, be reused, recycled, or composted for the same or other purpose.
- X.Y. Metropolitan Service District (Metro) means a district organized under ORS chapter 268 and exercising solid waste authority granted to such district as set forth in ORS chapter 459.
- Y.Z. Mixed Recycling means the mixing together in one recycling receptacle all recycling material (except glass, motor oil, and compostable materials), as approved by the Department of Environmental Quality and the County.
- Z.AA. Multi-Family means dwellings of five (5) or more units.
- AA.BB. Occasional Service means service provided to a customer on other than a regular collection frequency.
- BB.CC. Overweight Receptacle means any container, roll cart, or other receptacle whose total weight exceeds an identified maximum allowable weight per cubic yard of content.
- CC.DD. Private Road means a road that meets Fire Marshall standards and is accessible to the public.
- DD.EE. Property Manager means that person or entity who, on a regular basis, manages the operation of a multi-family dwelling.
- EE.FF. Property Owner means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property or all or part of the beneficial ownership and a right to present use and enjoyment of the premises. This includes a mortgagee in possession.

- FF-GG. Rate(s) means the Board--approved customer charges for each specific service as provided in the current approved rate sheets. Rates are stated as a price per unit or per service which is multiplied times the number of units transported or the number of times a service is performed to determine a charge.
- GG-HH. Receptacle means any bin, box, container, roll cart, tub, or other object designed for receiving, holding, or storing material.
- HH-II. Recyclable Material means any material or group of materials that has or retains useful physical or chemical properties after serving its original purpose(s) or function(s), that is separated from solid waste by the generator or at a material recovery facility.
- II-JJ. Recycling means any process by which solid waste materials are transformed into new products in a manner that the original products may lose their identity.
- JJ-KK. Regular Service means a pre-determined scheduled collection service that occurs at recurring intervals.
- KK-LL. Residential means single-family dwellings and dwellings having four or less units.
- LL-MM. Reuse means the return of a commodity into the economic stream for use in the same kind of application as before without change in its identity.
- MM-NN. Roadside means located within five (5) feet of where the U.S. Postal Service provides service for rural areas.
- NN-OO. Roll Cart means a plastic, covered receptacle with an incorporated handle and wheels, used for receiving and holding solid waste, recyclables, or compostables with a normal capacity range between twenty (20) and ninety-six (96) gallons.
- OO-PP. Rural means those unincorporated areas outside the Metropolitan Service District (Metro) boundary, with the exception of the entire area covered by Sanitary Service Certificate No. 4.
- PP-QQ. Service Area means the unincorporated portion(s) of Washington County in which a Hauler is permitted to operate.
- QQ-RR. Solid Waste means all useless or discarded putrescible and nonputrescible materials, including but not limited to garbage, rubbish, refuse, ashes, paper and cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge; useless or discarded commercial, industrial, demolition and construction wastes, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances; manure, vegetable or animal solid and semisolid materials, dead animals and infectious waste as defined in ORS 459.386; but does not include:
- a. Hazardous waste as defined in ORS 466.005;
 - b. Materials used for fertilizer or for other productive purposes or which are salvageable as such materials are used on land in agricultural operations and the growing or harvesting of crops and the raising of animals.

RR-SS. Source Separated means that the person who last used the recyclable or compostable material separated the recyclable or compostable material from solid waste.

SS-TT. Technical Assistance Program means any formal program or effort developed by or through the County to provide assistance to businesses to reduce waste, reuse, or recycle.

TT-UU. Unit means an individual occupied space that exists within a multi-family dwelling.

UU-VV. Urban means those unincorporated areas within the Metropolitan Service District (Metro) boundary and the entire area covered by Sanitary Service Certificate No. 4.

VV-WW. Waste Prevention means to reduce the amount of solid waste generated or resources used, without increasing toxicity, in the design, manufacture, purchase or use of products and packaging. Waste prevention does not include reuse, recycling or composting.

WW-XX. Waste Reduction means the term used to encompass all practices that either prevent the generation of waste or divert it from landfill disposal including waste prevention, reuse, and recovery.

XX-YY. Yard Debris means solid waste consisting of grass clippings, leaves, hedge trimmings and similar vegetative material generated from residential property or landscaping activities but does not include stumps or similar bulky wood materials or food.

4. *(Reserved) Regulation*

5. *(Reserved) Solid Waste Advisory Committee (SWAC)*

6. *(Reserved) Certificates*

7. *(Reserved) Rates*

8. *(Reserved) Washington County Cooperative*

9. Insurance and Indemnification

A. The hauler shall carry insurance coverage and limits as described in this section. All insurance carried by the hauler must be primary and non-contributory with any insurance, including any self-insurance or retention carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Workers' Compensation and Automobile Liability coverage. The waiver of subrogation endorsement shall be attached to the certificate of insurance.

a. The hauler shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation insurance has been or will be obtained by the County for the hauler or the hauler's employees or

- subcontractors. The hauler shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.
- b. The hauler shall at all times carry Commercial General Liability insurance coverage which shall include, but not be limited to, coverage for premises liability and work performed by independent and subcontractors. The minimum limits shall be:
- \$2,000,000 Policy Aggregate
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal and Advertising Injury
- c. The hauler shall at all times carry Automobile Liability insurance in the amount of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, for haulers' vehicles, whether owned, hired, or non-owned, used in connection with certificated work, which includes coverage for the County, its agents, officers, elected officials and employees. The hauler shall at all times carry an Automobile Pollution Liability endorsement in the minimum amount of \$1,000,000.
- B. The hauler shall name as additional insureds the County, its agents, officers, elected officials and employees. The hauler's General Liability and Auto Liability policies must be endorsed to show this additional coverage. The additional insured endorsement must be attached to the certificate of insurance.
- C. The hauler shall submit to the Department of Health and Human Services a current certificate of insurance evidencing all policies required by these rules, including additional insured provisions afforded by the policies. This requirement may be satisfied by providing a certificate of insurance(s) and/or the endorsement(s).
- D. All insurance carriers shall have an AM Best rating of A VIII or better.
- E. In the event that the hauler does not obtain, renew, or maintain the required insurance and furnish evidence thereof, County may either procure the required coverages at the haulers expense or exercise any remedies provided under these rules or WCC 8.04.
- F. The hauler shall notify the Department of Health and Human Services within five (5) business days of the effective date of any substantive change to any insurance policy or endorsement required by these rules. Examples include, but are not limited to, changes in insurance carrier, policy limits, and or changes in coverage.
- G. The hauler shall be responsible to pay any amounts within the deductible or retention amount without contribution from the County.

- H. The hauler shall require and verify that all of its subcontractors, performing work directly related to its certificate, provide insurance coverage and limits identical to the insurance required of the hauler in these rules.
10. *(Reserved) Regional Support*
11. *(Reserved) Annual Programs*
12. Reporting, General
- A. Recycling and Solid Waste Disposal Report
- a. The hauler shall collect data monthly relative to disposal, recycling and composting and submit reports to the County's Department of Health and Human Services, Solid Waste & Recycling Program. Haulers shall submit reports electronically.
 - b. Data shall be collected and reported using methods prescribed by the County and submitted in full on forms provided by the County.
 - c. Only data that is considered complete and acceptable by the County will be used by the County to develop or modify services, and for rate setting purposes.
 - d. Reports shall be submitted to the County quarterly and are due no later than April 30th, July 31st, October 31st, and January 31st. Submitted reports shall include data for each month prior to the due date.
- B. Quarterly Gross Receipts Statement
- a. The hauler shall file with the County a gross receipts statement for services rendered for compensation for the quarterly periods ending March 31st, June 30th, September 30th, and December 31st of each year. Statements shall be filed on forms provided by the County.
 - b. Data shall be collected and reported using methods prescribed by the County.
 - c. Statements shall be submitted to the County quarterly and are due no later than April 30th, July 31st, October 31st, and January 31st. Submitted statements shall include data for each month prior to the due date.
- C. Annual Report
- a. The hauler shall file an end-of-the-year summary of financial and operational activity on forms provided by the County. Haulers shall submit reports electronically.
 - b. Data shall be collected and reported using methods prescribed by the County.

- c. Only data considered complete and acceptable shall be submitted. This data may be used by the County to develop or modify services and for rate setting purposes.
- d. Data shall be submitted to the County no later than March 15th of the succeeding year being reported. If March 15th falls on a Saturday or Sunday, the annual report shall be due on the following Monday.
- e. A hauler selling, canceling, transferring, or in some other manner discontinuing operations must submit an annual report for that portion of the year in which the company operated.
- f. The County shall provide haulers with written confirmation of the receipt of all required reports.

D. Other Reports

The County may require the hauler to file periodic or special reports, or request other information, at its discretion.

13. Education and Promotion, General

- A. The hauler is responsible for notifying and educating its customers on waste reduction activities. Haulers shall use and distribute educational and other materials provided by the County without alteration except for the addition of hauler contact information. Haulers may also use their own materials in addition to County materials. The hauler shall submit all educational and promotional materials it produces to the County prior to distribution. The County shall review and approve all materials within two weeks of submittal.
- B. The hauler shall actively advocate waste recovery to its customers.
- C. The hauler shall not represent to any customer that materials, except for the materials listed in Sections 14.N.- 14.P., collected by the hauler as recyclables or compostables are actually being recovered if the hauler knows that the materials are not actually being recovered.

14. Service Standards

- A. Purpose. To establish minimum service requirements for solid waste, recycling and compostable material collection.
- B. Scope. These standards apply to all haulers within the unincorporated area of Washington County.
- C. Goal. To provide Washington County residents, businesses and multi-family dwellings safe and efficient solid waste, recycling and compostable material collection service.
- D. Effect. Service standards are designed to provide efficient solid waste service and increase the customer's access to the benefits of recycling, composting and other

waste reduction activities, thereby reducing costs to the ratepayer, ensuring a fair return to the hauler, increasing the life of local landfills, and creating a generally positive impact on the environment in terms of reduced waste, conserved resources, reduced pollution, and decreased energy consumption.

E. Consistent Service Requirement

a. Collection Service and Rates

1. The hauler shall provide all services for which it has a certificate and for which a rate, including a specified receptacle size, has been established by the County. If the hauler cannot provide a customer requested-sized receptacle (and that requested size is listed in the County established rate sheets), the hauler must provide alternate-sized receptacles sufficient to meet the capacity originally requested by the customer, at the same rate as would have applied for the requested receptacle.
2. The hauler shall not charge any rate or fee other than the rates or fees approved by the Board. However, nothing is to prevent a hauler from making allowances or providing services at a reduced cost for a charitable, community, or benevolent purpose or event. The hauler shall report to the County, on an annual basis, whenever it deviates from established rates for the aforementioned purposes.
3. The hauler shall not extend preferential treatment to any customer or group of customers.
4. Any service or option specified in the Board-approved rate sheets shall be available to all customers.
5. The hauler shall determine solid waste, recycling and compostable material collection days.
6. The hauler shall provide "recycling only" service upon request.
7. The hauler shall ensure that glass is kept separate from other collected recyclable and compostable material and that source-separated glass is not mixed with other materials on the truck.
8. The hauler is responsible for transport and delivery of source-separated recyclable or compostable material to a processor or broker of recyclable or compostable material or to an end-use market. The hauler shall not deliver or cause to be delivered any collected recyclable or compostable material for disposal except by prior County approval.
9. The hauler shall comply with ORS 459A and OAR 340 and the provisions regarding delivery of collected recyclables.

b. Missed Collection

1. The hauler shall collect all properly prepared solid waste, recyclable and compostable material placed out for collection on the customer's regularly scheduled collection day. If materials placed out for collection are not in the proper location, are inaccessible, or are contaminated, or if the receptacles are overweight or in excess of the level of service agreed to by the customer, the hauler may decline to collect them. The hauler must provide the customer a County-approved notice setting forth the reasons for non-collection and list the hauler's name and phone number. The hauler may choose to provide the notice by telephone to its commercial customers.
2. If the hauler intends to change a scheduled collection day because of an Oregon state legal holiday, the hauler shall notify the customer of the revised collection schedule at least fourteen (14) days prior to the holiday. Regularly scheduled collection services are generally provided on all holidays except Christmas and New Year's. If a hauler misses a scheduled collection day due to a holiday, the hauler generally shall provide services the next day.
3. The hauler shall not be held responsible for missed collection due to temporary access restrictions imposed by local authority, adverse weather, natural disaster, or other hazardous conditions but shall make every effort to provide service as soon as possible thereafter as follows:
 - (a) On any day when collection services are interrupted, the hauler shall notify the County via phone message or e-mail by no later than 6:00 a.m. on the day in question of the extent that collection schedules have been or are being changed.
 - (b) If the hauler misses a scheduled collection day due to adverse weather or other hazardous conditions the hauler shall provide services the next day.
 - (c) If adverse weather or other hazardous conditions persist for more than one (1) day, all collection services for customers may be deferred until their next regularly scheduled collection day. The County may authorize the priority of collection for garbage, recycling or compostable materials based on the hazardous conditions.
 - (d) There will be no billing credit applied for missed collection service due to adverse weather or other hazardous conditions. Instead there will be no additional charge for extra material set out on the next regularly scheduled collection day if the total volume of material set out is no greater than twice the level of the customer's current subscribed level of service. If the adverse weather or other hazardous conditions continue for more than one collection pickup, the customer may set out extra material equal to the total volume of collection service missed. Only properly prepared materials shall be collected.

- (e) The hauler shall provide customer notification of any revisions to the regularly scheduled pick-up schedule via the hauler website and through at least one of the following methods - recorded message, email or by other means.
4. The hauler shall respond promptly to reports of missed collections. In order to receive a remedy for a missed collection, the customer must notify the hauler no later than the end of the second business day after the date of the missed collection. Customers will not receive a bill credit for missed collections. Instead, the following remedies will be provided:
- (a) If the missed collection is caused by the hauler, the customer may request that the hauler collect the material within one (1) business day of the customer or County report; or the customer can set out the material on the next collection day. There will be no extra charge for missed pick-ups caused by the hauler.
 - (b) For residential collection only: if the missed collection is caused by the customer setting out the receptacle late, improperly preparing material or improperly positioning the receptacle (i.e. too close to objects or car blocking the receptacle) the customer will be given two (2) options. The customer may: 1) request a special pick-up to be charged at the call-back rate established by the County; or 2) notify the hauler that the material will be set out on the next regular collection day. There will be no additional charge for material set out on the next collection day if the total volume set out, including the missed collection, is no greater than twice the customer's current subscribed level of service. Only properly prepared materials shall be collected.
 - (c) For commercial collection only: if the missed collection is caused by blocked access to the receptacle or improperly preparing material, the customer may correct the problem and request a special pick-up charged at the call-back rate specified in the Board-approved rate sheets.
 - (d) Each customer caused missed collection must be documented by the hauler through a verifiable means such as the maintenance of a set-out logbook or route video.

c. Collection and Storage

- 1. The hauler shall immediately pick up any solid waste, recyclables or compostable material spilled by the hauler.
- 2. The hauler shall store and collect solid waste, recycling, compostable material, and hazardous wastes so as to not create vector production

and sustenance, conditions for transmission of disease to human or animals, fire hazards or hazards to service or disposal workers or to the public.

3. The hauler shall load and operate collection vehicles so as to prevent dropping, leaking, blowing, sifting or escaping of solid waste, recyclable or compostable material from the vehicle on the public highway.
4. The hauler shall operate collection vehicles that are sufficiently watertight to prevent the loss of any liquid wastes from the vehicle.
5. The hauler shall ensure that the collection vehicle is attended or securely closed except when collecting solid waste, recyclable and compostable material or hazardous waste.

F. Customer Service - New Accounts, Service Level Changes, Termination

- a. The hauler, when establishing or changing collection service, may only request the following personally identifiable information from customers:
 1. Name (first and last)
 2. Service address
 3. Billing address (if different than the service address)
 4. Service address rented or owned
 5. Landlord name and phone number (if rented)
 6. Phone number
 7. Mobile phone number
 8. Email address
 9. Financial information needed to establish online billing or payment
- b. The hauler may collect additional personally identifiable information as needed to investigate and take action against fraudulent activities that may result in theft of service.
- c. The hauler must, as required by state and federal law, enact and follow security procedures to protect and prevent personally identifiable information from disclosure.
- d. The hauler shall respond to requests for new service within one (1) business day.
- e. The hauler shall commence the requested level of service on the next regularly scheduled collection day, or no later than five (5) business days after the day that the request was made, unless otherwise requested by the customer. If unable to provide the service, the hauler must notify the County.
- f. The hauler shall provide each new customer with information that includes a description of services and rates, recycling guidelines and resources, recycling options, and hauler contact information, including but not limited to

business address, telephone number, fax number, business hours, and e-mail address.

- g. The hauler shall not change a customer's collection service, unless requested by the customer, without giving at least fourteen (14) calendar day notice to the customer and County.
- h. Customers shall make available all receptacles for retrieval by haulers when terminating service. Haulers shall retrieve said receptacles within seven (7) days following the last scheduled day of service.
- i. The hauler shall notify the customer at least twenty-four (24) hours prior to retrieving receptacles.
- j. After service has been terminated, if a customer fails to make their receptacles available for retrieval by the hauler, the hauler may charge a fee to customers for their unreturned receptacles, excluding bins, as specified in the Board-approved rate sheets. The hauler must follow the following procedure in order to charge said fee:
 - 1. The hauler shall notify all customers in writing of the requirement for the customer to make available all receptacles for retrieval and of the possibility of incurring a fee should they fail to make their receptacle available. Said notice may be included as part of the customer's regular bill, or as part of the new customer information packet, or in any other comparable means.
 - 2. The hauler shall provide to the County a copy of the written notification that has been provided to their customers.
 - 3. The hauler shall allow a grace period for the customer to return the receptacle prior to the next regularly scheduled pick-up date without charge.
 - 4. After the expiration of the grace period, the hauler may send a bill to the customer noting the fee for the unreturned receptacle as a separate line item on the bill.
 - 5. Upon return of the receptacle, the hauler shall either remove the fee from the customer's bill or provide a refund to the customer.

G. Customer Service – Office Procedures

- a. The hauler shall notify the County in writing of any change in physical business address, business mailing address, business phone number, business hours, or business name. This notice must be filed by letter, or e-mail at least ten (10) business days before the effective date of the change.
- b. The hauler shall provide the County with its current primary and secondary contact names, phone numbers, and e-mail addresses.

- c. The hauler shall provide electronic mail (email) to the County.
 - d. The hauler shall provide the County with a current telephone number where it can be reached outside its established office hours in the event of an emergency.
 - e. The hauler shall have voice mail, an answering machine, or answering service to receive calls when company personnel are unavailable.
 - f. The hauler shall, at least annually, provide its employees with training on implicit bias. Trainings shall include the promotion of bias-reducing strategies to address how unintended biases regarding race, ethnicity, gender identity, sexual orientation, socioeconomic status, or other characteristics may impact how services are provided.
 - g. The hauler shall ensure persons with Limited English Proficiency are not discriminated against and are provided meaningful access to collection services.
 - h. The hauler shall take all reasonable steps to ensure that translation services are provided in all "Safe Harbor Languages", as defined by Washington County.
 - i. The hauler shall notify customers that language services are available to them at no cost.
 - j. The hauler shall have available the following items for customer review: the County's solid waste & recycling administrative rules and the Board-approved current rate sheets.
 - k. The hauler shall maintain a system to receive, compile, and respond to service complaints including, but not limited to, missed collection, billing disputes, or service discontinuation. All service complaint calls must be recorded noting date, address, a summary of the complaint, and a description of the method of resolution.
 - l. When responding to complaints or otherwise dealing with the public, the hauler shall not use foul or abusive language.
 - m. The hauler shall respond to customer or County calls (including Code Enforcement requests), e-mails, or complaints within one (1) business day.
 - n. The hauler shall make all individual account information available to County personnel upon request.
- H. Customer Service – Billing (Regular Service Only)
- a. The hauler shall bill customers for regular service either once per month or once every two (2) months.

- b. Customer payments shall not be due more than thirty-one (31) days before the end of the service period being billed, nor less than fourteen (14) days after the date of the postmark on the billing.
- c. If a customer initiates or terminates regular service within a calendar month, monthly rates and charges shall be prorated based upon the number of pick-ups actually provided in that month.
- d. The billing statement shall contain the following:
 - 1. Account information including the service address, the billing period, and the customer's level of service and billing rate using terms consistent with the Board-approved rate sheets.
 - 2. An itemization of any additional charges or credits incurred during the billing period including, but not limited to, prorated charges, extras, distance charges, overcapacity charges, call-back fees, non-sufficient check charges, or vacation credits. Additional charges or credits shall be stated on the billing statement consistent with the Board-approved rate sheets.
 - 3. The total amount due, the date payment is due, and any amount brought forward.
 - 4. The hauler name, address, email address, website information, and phone number.
- e. The hauler shall provide within five (5) business days of a request by the customer or the County, the customer's billing records or statements of account containing an itemized and dated listing of any disputed charges, except as provided by Section G (n).

I. Customer Service – Refunds and Credits

- a. The hauler shall either pay a refund due to a customer within thirty (30) calendar days of the hauler being informed or discovering that a refund is required or provide a credit on the customer's next bill. For a refund equal to \$50.00 or greater, the customer shall determine the preferred refund option.
- b. Refunds or credits from overcharges shall be equal to the amount overcharged.
- c. Vacation Credit-Residential Collection Service Only:
 - 1. A vacation credit shall be given to customers who stop collection service for a period of two (2) consecutive weeks or longer, not to exceed six (6) months.
 - 2. A collection service stop of eight (8) weeks or less shall be considered a vacation credit.

3. Only two (2) vacation credits shall be issued to any service account within a single calendar year period.
4. The request for a vacation credit must be made at least forty-eight (48) hours in advance of the first pickup that is scheduled during the vacation period.
5. A vacation credit shall be determined by dividing the monthly collection rate by the number of collections scheduled for that month and then multiplying that number by the number of weeks of temporary service discontinuation being requested.

J. Receptacles

- a. The hauler shall be responsible for furnishing, delivering, maintaining, and replacing all solid waste, recycling and compostable material receptacles, except a rural customer may choose to provide the receptacle for 32 gallon and smaller service. Replacement of lost, damaged, or stolen receptacles provided by the hauler shall be the responsibility of the hauler.
- b. Replacement of receptacles provided by the hauler that have been reported as missing by the customer shall be the responsibility of the hauler.
- c. Repair or replacement of damaged roll carts or bins provided by the hauler shall be the responsibility of the hauler.
- d. Repair or replacement of damaged containers or drop boxes shall be the responsibility of the customer when the damage has been shown to be caused by the customer. In such cases the hauler shall be required to reach a mutual agreement with the customer as to the means and amount of recovery for the costs related to such repair or replacement. If there is not such an agreement with the customer, then the hauler may seek any legal or civil remedy available.
- e. Prior to entering into an agreement for drop box service, the hauler shall provide notice to the customer that damage to drop boxes caused by the customer may be the responsibility of the customer.
- f. The hauler shall deliver all receptacles in serviceable condition.
- g. All solid waste and compostable material containers, roll carts, and all other receptacles whether provided by the customer or hauler, shall be leak proof and have lids or covers to prevent material from blowing, leaking, or falling out, and to protect the materials from vector populations and the elements.
- h. The hauler shall not charge a deposit for receptacles or a fee to collect unused receptacles.
- i. The hauler shall not charge for a swap-out or cleaning of receptacles unless requested by the customer.

- j. All roll carts purchased after December 31, 2022, must be made of materials consisting of a minimum thirty (30) percent recycled content.
- k. Only the certificated hauler shall provide containers that it mechanically collects. However, a customer may provide a drop box/compactor, so long as the drop box/compactor is compatible with the hauler's equipment.
- l. Customers shall not use any material to constrain the lids on any receptacle.
- m. No receptacle shall be placed by the customer in a location or manner that creates a hazardous or unsafe condition for the hauler.
- n. Container and Drop Box/Compactor Location:
 - 1. The hauler shall not be required to place a container or drop box/compactor in an enclosure unless there is clear and unobstructed vehicle access to the enclosure, any gate or door on the enclosure is openable during the time of service, the gate or door is able to be secured in the open position, and the usable enclosure opening is at least ten (10) feet wide.
 - 2. The hauler shall not:
 - (a) place a container or drop box/compactor in an area that has less than twenty-five (25) feet of vertical clearance,
 - (b) place a container or drop box/compactor so as to obstruct traffic or designated pedestrian walkways,
 - (c) place a container or drop box/compactor with wheels on an incline unless the wheels are lockable and able to be positioned in a direction opposite the incline,
 - (d) place a container or drop box/compactor on, over, or behind a curb or any other obstruction that prevents ease of movement without consent of the customer, or
 - (e) place a container or drop box/compactor so as to obstruct or block drainage, fire hydrants, or emergency access/egress to a structure.
 - 3. The hauler shall not be required to service any container or drop box/compactor that has been significantly moved from the original location agreed upon at the time of initial service.

K. Labeling

- a. All containers and roll carts shall be clearly labeled, using consistent and standardized words and/or graphics provided by the County or approved by the County.

- b. Haulers shall either use graphic decal or label materials provided by the County or County-approved materials for all receptacles.
- c. Labels on all containers and roll carts must be updated to reflect the current use of the receptacle.
- d. County provided materials are for use within the unincorporated County or County-approved areas only.

L. (Reserved) Weight limits

M. (Reserved) Restrictions

N. Residential Service Standards, Specific

a. All Residential Collection Customers:

- 1. The hauler shall provide weekly solid waste collection service to all customers, except residential will-call or recycling-only collection service customers.
- 2. Residential collection shall begin no earlier than 6:00 a.m. and shall be completed by 7:00 p.m. The County must be notified in advance of collection made after 7:00 p.m. on a particular day.
- 3. The customer shall set out the receptacle prior to 6:00 a.m. on the collection day.
- 4. The hauler shall deliver clean, and in working order, recycling bins and roll carts to customers.
- 5. The hauler shall only be required to collect the contents of any roll cart if it is set out without impediment to the automated collection process and to prevent damage to property during collection.
- 6. The hauler shall be required to collect the contents of any receptacle, bag, or bundle subject to the maximum weights specified in the table below:

| Size/Type | Maximum Weight Including Receptacle |
|---|-------------------------------------|
| Up to and Including 20 gallon bin or cart | 35 lbs. |
| Over 20 gallons, up to and Including 32 gallon customer provided receptacle | 60 lbs. |
| Hauler provided roll carts of 32-35 gallons | 75 lbs. |
| Hauler provided roll carts of 60-65 gallons | 100 lbs. |
| Hauler provided roll carts of 90-96 gallons | 145 lbs. |
| Yard Debris <ul style="list-style-type: none"> • Kraft Paper Bag | 40 lbs. |

| | |
|--------------------------------|---------|
| • Bundle | 40 lbs. |
| Extra Bag or Bundle of Garbage | 25 lbs. |

7. The customer will not receive a reduced rate if recycling or yard debris collection service is declined.
8. The hauler shall pick up the following materials set out for collection, as long as the materials are prepared according to County guidelines and education materials.
- (a) Mixed Recycling
- (1) Metals: Aerosol cans, aluminum and steel tinned cans, ferrous and nonferrous scrap no greater than thirty-six (36) inches in length and forty (40) pounds in total weight.
 - (2) Paper: Magazines, newspapers, office paper (including white and colored ledger and computer), scrap paper (including envelopes, fax paper, blueprints, brochures and other miscellaneous papers), paper board, box board, and telephone directories.
 - (3) Corrugated cardboard and Kraft paper; Boxes placed outside the container should be flattened and cardboard pieces should be no larger than thirty-six (36) inches by thirty-six (36) inches.
 - (4) Plastic bottles and tubs larger than six (6) ounces, plastic buckets five (5) gallons or less and rigid plastic nursery pots four (4) inches or larger.
- ~~(b)~~ Glass: bottles/jars, colored and clear mixed. Glass shall be placed at curbside or roadside, separate from other recyclables, in a rigid receptacle.
- ~~(b)(c)~~ Household Batteries: alkaline, 6-volt to 9-volt, rechargeable alkaline, NiCad, lithium, silver oxide and button cell batteries. All batteries must be contained in a one (1) quart, zip-sealed, see-through plastic bag placed in the glass recycling receptacle on top of glass bottles/jars. All batteries, except standard alkaline, must have terminal ends taped. No vehicle or battery backup (UPS) units, or other lead acid batteries shall be included.
- ~~(e)(d)~~ Used Motor Oil: contained in see-through plastic receptacle with a screw-top lid. No breakable or leaking receptacles. No contaminants such as anti-freeze, solvents, gasoline or water shall be included.

~~(d)~~(e) Yard Debris: leaves, weeds, grass clippings, branches, and prunings no greater than four (4) inches in diameter or thirty-six (36) inches in length. No animal waste, dirt, sod, stumps, metal, rocks, ashes, food waste, lumber, or garbage shall be included.

9. Customers will not be charged for recyclable material that does not fit in receptacles (the receptacles are full) as long as it is properly prepared and set out on the scheduled pick up day. A customer may request one additional roll cart for purposes of setting out additional recyclable material. However, if a customer requests more than one additional roll cart(s) the hauler shall charge a fee for the additional roll cart(s), as specified in the Board-approved rate sheets.
- b. Urban Residential Collection Customers Only:
1. The hauler shall provide to urban customers (including will-call and recycling-only customers) every-other-week recycling collection service.
 2. The hauler shall provide to urban customers every-other-week yard debris collection service. Yard debris collection service is not included in recycling-only service.
 3. This service shall include one clearly labeled ninety to ninety-six (90-96) gallon roll cart for mixed recycling collection, one clearly labeled sixty (60) gallon roll cart for yard debris collection, and at least one (1) bin for the collection of glass.
 4. After a sixty (60)-day trial usage period the hauler shall provide an alternative-sized recycling roll cart at no additional cost to urban customers based on a justifiable need such as physical limitations, space limitations, or homeowner association covenants.
 5. The hauler shall collect mixed recycling, glass, used motor oil or yard debris on the same day of the week that solid waste is collected.
 6. Distance Charges
 - (a) Haulers shall provide non-curbside, residential collection service for each applicable collection service component (solid waste, recycling and yard debris) upon request by the customer.
 - (b) Haulers shall charge a distance fee when receptacles are placed for collection more than five (5) feet from the curbside.
 - (c) Haulers shall charge a single distance fee monthly for regular residential collection service (solid waste, recycling, and yard debris).

- (d) Distance charges shall be assessed at a flat rate, as specified in the Board-approved rate sheets.
- (e) Haulers shall provide non-curbside, residential collection service for each applicable collection service component (solid waste, recycling, and yard debris) at no extra charge to disabled residential customers. To qualify for non-curbside collection at no extra charge, a residential customer must attest in writing to the following:
 - (1) He/she meets the eligibility criteria established by the State of Oregon, as defined in ORS 801.387 Person with a disability; and
 - (2) That no one resides in the household capable of placing the receptacles at curbside.

7. Additional Recycling Collection Service

- (a) The hauler shall provide Additional Recycling Collection Service to urban residential customers, upon customer request, effective July 1, 2022.
- ~~(f)~~(b) The hauler shall provide curbside Additional Recycling Collection Service. Non-curbside pickup, if requested, shall be provided as set forth on the County rate sheet.
- (c) The hauler shall make available no less than every-other-week Additional Recycling Collection Service. The service collection day may or may not be the same day of the week as other collection services.
- (d) Additional Recycling Collection Service shall be considered an on-call collection service. Each Additional Recycling Collection Service pickup request requires that a customer notify the hauler at least two (2) business days before the next regularly scheduled collection day.
- (e) Additional Recycling Collection Service shall include one (1) hauler-provided 15 to 25-gallon receptacle with a lid. The County shall approve the receptacle, including its color.
- (f) The hauler shall provide clear, plastic collection bags for materials placed inside the 15 to 25-gallon receptacle, unless otherwise noted. Hauler-provided collection bags must contain at least thirty (30) percent recycled content, if available.
- (g) The hauler shall pick up the following materials placed inside the 15 to 25-gallon receptacle in collection bags. All collection bags must fit inside the 15 to 25-gallon receptacle allowing for

the lid to close. All materials must be prepared following County guidelines and educational materials:

(1) Compact fluorescent lightbulbs collected in one (1) gallon customer-provided bag(s).

(2) Plastic film, #2 and #4 LDPE only, collected in five (5) gallon hauler-provided bag(s).

(3) Textiles collected in five (5) gallon hauler-provided bag(s).

(4) Number #1 PET/PETE clear plastic clamshells collected in five (5) gallon hauler-provided bag(s).

(5) Other materials, as determined by the County.

(h) The County may adjust the materials collected in the Additional Recycling Collection Service program in response to changes in recycling processing capacity or availability of recycling markets.

(i) The hauler shall participate in reuse collection drives, as part of Additional Recycling Collection Service, up to four (4) times per year, as prescribed by the County. The hauler may choose to participate in more than four (4) reuse collection drives. Materials collected for reuse will be determined in collaboration with local reuse organizations, the County and the hauler.

c. Rural Residential Collection Customers Only:

1. The hauler shall provide to rural customers (including will-call and recycling-only customers) every-other-week recycling collection service.
2. This service shall include one clearly labeled ninety to ninety-six (90-96) gallon recycling roll cart for the collection of mixed recycling and at least one bin for the collection of glass. Each roll cart shall be labeled with a mixed recycling decal(s) provided by the County prior to the distribution to the customer. Nothing shall prevent a customer from providing a 32-gallon or smaller receptacle for mixed recycling so long as the receptacle is compatible with the hauler's collection equipment and it is self-evident that the receptacle contains recyclable materials.
3. After a sixty (60)-day trial usage period the hauler may provide an alternative-sized recycling roll cart at no additional cost to rural customers upon request.

4. The hauler shall collect mixed recycling, glass and used motor oil on the same day of the week that solid waste is collected.
5. Distance Charges
 - (a) Haulers shall provide non-roadside residential collection service for each applicable collection service component (solid waste and recycling) upon request by the customer.
 - (b) Haulers may charge a distance fee when receptacles are placed for collection more than five (5) feet from the roadside.
 - (c) Haulers shall charge a single distance fee monthly for regular residential collection service (solid waste and recycling).
 - (d) Distance charges shall be assessed at a flat rate, as specified in the Board-approved rate sheets.
 - (e) Haulers shall provide non-roadside collection service for each applicable collection service component (solid waste and recycling) at no extra charge to disabled residential customers. To qualify for non-roadside collection at no extra charge, a residential customer must attest in writing to the following:
 - (1) He/she meets the eligibility criteria established by the State of Oregon, as defined in ORS 801.387 Person with a disability; and
 - (2) That no one resides in the household capable of placing the receptacle at roadside.

O. Multi-Family Dwelling Service Standards, Specific

- a. Solid waste and recycling collection receptacles shall be serviced at least weekly and at reasonable intervals so as not to create a nuisance. When service is provided by drop box or compactor or for on-call collection, it shall be provided at regular intervals so as not to create a nuisance.
- b. Multi-family dwelling collection shall begin no earlier than 6:00 a.m. and shall be completed by 7:00 p.m. The County must be notified in advance of collection made after 7:00 p.m. on a particular day.
- c. The hauler shall provide the following minimum collection service volumes:
 1. Twenty (20) gallons per unit per week for garbage.
 2. Twenty (20) gallons per unit per week for mixed recycling.
 3. One (1) gallon per unit per week for source-separated glass.
- d. Overweight and Overloaded Containers:

1. The maximum weight of a solid waste or recycling collection container's contents shall be 250 pounds per loose cubic yard.
2. The maximum weight of a solid waste or recycling collection compacted container's contents shall be 500 pounds per cubic yard, not to exceed 8,000 total pounds for the contents and container.
3. The maximum weight of any bag, bundle or cart's contents shall be as specified in the table below:

| Size/Type | Maximum Weight Including Receptacle |
|---|-------------------------------------|
| Up to and Including 20 gallon bin or cart | 35 lbs. |
| Over 20 gallons, up to and Including 32 gallon customer provided receptacle | 60 lbs. |
| Hauler provided roll carts of 32-35 gallons | 75 lbs. |
| Hauler provided roll carts of 60-65 gallons | 100 lbs. |
| Hauler provided roll carts of 90-96 gallons | 145 lbs. |
| Yard Debris | |
| • Kraft Paper Bag | 40 lbs. |
| • Bundle | 40 lbs. |
| Extra Bag or Bundle of Garbage | 25 lbs. |

4. Any solid waste or recycling container, whose contents can be shown to weigh more than the established maximum allowable weight per cubic yard, shall be considered overweight and shall be charged as a compacted load.
5. When providing service, the hauler shall inform the customer of potential overweight or overloaded conditions.
6. An overweight container shall be charged at the compacted load rate as indicated in the current Board-approved rate sheets.
 - (a) To determine the container overweight charge, divide the normal monthly charge by 4.33; divide the result by the number of weekly pickups; then multiply that number by the current compacted rate.
 - (b) Additional charges such as unscheduled service fees and call-back fees may be charged.
7. Prior to assessing an overweight charge, or refusing to pick up an otherwise unsafe receptacle, the hauler shall notify the customer of the overweight and/or unsafe condition. The customer shall then be given a reasonable opportunity to remedy the overweight and/or unsafe condition.

8. No hauler shall be required to pick up an overweight solid waste or recycling collection receptacle.
 9. A receptacle shall be considered overloaded or unsafe if the receptacle is so filled as to allow material to fall out, has large items extending from the receptacle, or is so improperly loaded as to potentially cause damage to equipment or harm people.
- e. Multi-family dwelling mixed recycling service must be made available by the hauler. If ORS 90.318 (Criteria for landlord provision of certain recycling services) applies to an owner of a multi-family dwelling, the owner shall provide to all tenants:
1. A separate location for receptacles for at least four (4) principal recyclable materials or for the number of materials required to be collected under the residential on-route collection program, whichever is less, adequate to hold the reasonably anticipated volume of each material; and
 2. Regular collection service of the source separated and mixed recyclable materials; and
 3. Notice at least once a year of the opportunity to recycle with a description of the location of the receptacles or depots on the premises and information about how to recycle. New tenants shall be notified of the opportunity to recycle at the time of entering into a rental agreement.
- f. The hauler shall provide mixed recycling receptacles to all multi-family dwelling accounts as part of regular solid waste collection service. Yard debris collection shall be considered additional service and charged a Board-approved collection service rate. The requirements of this section do not apply when service is provided by drop box or compactor.
- g. All receptacles ordered after July 1, 2022, must comply with the following color standards, and be approved by the County. However, the requirements of this section do not apply when service is provided by drop box or compactor:
1. Garbage receptacles shall be gray or black.
 2. Mixed recycling receptacles shall be blue.
 3. Compostable materials receptacles shall be green.
 4. Source-separated glass receptacles shall be orange.
- h. The hauler shall provide appropriately colored receptacles by no later than July 1, 2028.
- i. The hauler shall ensure that all receptacles are labeled with County-approved decals for acceptable recyclable materials, glass, compostable materials, and garbage by no later than December 31, 2023. Existing decals or stickers must be removed and replaced with the appropriate decal.

- j. The requirement to provide mixed recycling does not limit the ability of the hauler to collect any other material deemed recyclable by the hauler, or to provide the customer with additional receptacles at no charge for high volumes of specific commodities such as paper or cardboard.
- k. The hauler shall pick up the following materials set out for collection as long as the materials are prepared according to County guidelines and educational materials.
 - 1. Mixed Recycling
 - (a) Metals: Aerosol cans, aluminum and steel tinned cans, ferrous and nonferrous scrap.
 - (b) Paper: Magazines, newspapers, office paper (including white and colored ledger and computer), scrap paper (including envelopes, fax paper, blueprints, brochures and other miscellaneous papers), paper board, box board, and telephone directories.
 - (c) Corrugated cardboard and Kraft paper: Boxes placed outside the receptacle should be flattened and cardboard pieces should be no larger than thirty-six (36) inches by thirty-six (36) inches.
 - (d) Plastic bottles and tubs larger than six (6) ounces, plastic buckets five (5) gallons or less and rigid plastic nursery pots four (4) inches or larger.
 - 2. Glass: bottle/jars, colored and clear mixed. Glass shall be kept on the side, separate from other recyclables, in a rigid receptacle.
 - 3. Yard Debris: leaves, weeds, grass clippings, branches, and prunings no greater than four (4) inches in diameter or thirty-six (36) inches in length. No animal waste, dirt, sod, stumps, metal, rocks, ashes, food waste, lumber, or garbage shall be included.
- l. On an annual basis the hauler shall provide to a property manager information regarding the County's multi-family assistance program and a description of services and rates, recycling guidelines, resources and options, and hauler contact information that for each hauler listed shall include the business address, telephone number, and e-mail address. The hauler must provide the County with verification annually that the required information has been provided to property managers.
- m. The hauler shall provide Additional Recycling Collection Service to urban multi-family households, upon request, no later than July 1, 2023. The provision of Additional Recycling Collection Service to multi-family households may require property manager or Homeowner Association (HOA) approval.

P. Business Service Standards, Specific

a. Consistent Service Requirement

1. Solid waste, recycling and compostable material collection receptacles shall be serviced at regular intervals so as not to create a nuisance.
2. The hauler shall provide mixed recycling service to all commercial accounts as part of regular solid waste service.
3. The hauler shall provide food scraps collection service to all customers in urban unincorporated Washington County. The requirements of this section do not apply when service is provided by drop box or compactor.
4. The hauler shall provide mixed recycling receptacles to all commercial accounts as part of regular solid waste service. The requirements of this section do not apply when service is provided by drop box or compactor.
5. The hauler shall pick up the following materials set out for collection, as long as the materials are prepared according to County guidelines and educational materials.

(a) Mixed Recycling

- (1) Metals: Aerosol cans, aluminum and steel tinned cans, ferrous and nonferrous scrap.
- (2) Paper: Magazines, newspapers, office paper (including white and colored ledger and computer), scrap paper (including envelopes, fax paper, blueprints, brochures and other miscellaneous papers), paper board, box board, and telephone directories.
- (3) Corrugated cardboard and Kraft paper: Boxes placed outside the receptacle should be flattened and cardboard pieces should be no larger than thirty-six (36) inches by thirty-six (36) inches.
- (4) Plastic bottles and tubs larger than six (6) ounces, plastic buckets five (5) gallons or less and rigid plastic nursery pots four (4) inches or larger.

- (b) Glass: bottle/jars, colored and clear mixed. Glass shall be kept on the side, separate from other recyclables, in a rigid receptacle.

- (c) Yard Debris: leaves, weeds, grass clippings, branches, and prunings no greater than four (4) inches in diameter or thirty-six (36) inches in length. No animal waste, dirt, sod, stumps, metal, rocks, ashes, food waste, lumber, or garbage shall be included.
 - (d) Food Scraps: as defined in Section 3, Definitions. County approved bags are accepted in the food scraps collection receptacle. No “compostable” or “biodegradable” containers and utensils; napkins, wax paper, other food soiled paper products; garbage; yard debris; or large amounts of liquid, grease, or oil; shall be included.
6. For food scraps collection only: the hauler shall notify food scraps collection customers of improperly prepared materials by placing on the receptacle, an incorrect preparation notice or tag provided by the County. The hauler may use its own incorrect preparation materials upon approval by the County.
 7. Upon a customer’s request, the hauler shall provide once per calendar year, a swap-out or cleaning of food scraps collection receptacles at no charge.
 8. The requirement to provide mixed recycling does not limit the ability of the hauler to collect any other material deemed recyclable by the hauler or to provide additional receptacles at no charge for high volumes of specific commodities.
 9. The hauler shall provide a single container for solid waste unless one of the following applies:
 - (a) The service volume exceeds the largest container size for which a rate has been established.
 - (b) The customer, after being informed of options and costs, requests containers of lesser volume and pays for the additional container at the additional container rate. The hauler must document the request in its service records.
 - (c) The hauler has a lack of equipment, by choice or shortfall, wherein the hauler must provide an equitable level of service with equipment on hand, but may charge only the single container rate for the level of service requested.
 - (d) It is unsafe (due to weight, distance to collection vehicle or other circumstances) to collect the solid waste in a single container.
 10. A business customer may not opt out of recycling service except as provided for in Section 18. E. Business Recycling Requirements herein.

b. Overweight and Overloaded Receptacles

1. The maximum weight of a solid waste or recycling collection container's contents shall be 250 pounds per loose cubic yard.
2. The maximum weight of a solid waste or recycling collection compacted container's contents shall be 500 pounds per cubic yard, not to exceed 8,000 total pounds for the contents and container.
3. The maximum weight of any solid waste or recycling bag, bundle or cart's contents shall be as specified in the table below:

| Size/Type | Maximum Weight Including Receptacle |
|---|-------------------------------------|
| Up to and Including 20 gallon bin or cart | 35 lbs. |
| Over 20 gallons, up to and Including 32 gallon customer provided receptacle | 60 lbs. |
| Hauler provided roll carts of 32-35 gallons | 75 lbs. |
| Hauler provided roll carts of 60-65 gallons | 100 lbs. |
| Hauler provided roll carts of 90-96 gallons | 145 lbs. |
| Yard Debris | |
| • Kraft Paper Bag | 40 lbs. |
| • Bundle | 40 lbs. |
| Extra Bag or Bundle of Garbage | 25 lbs. |

4. Any solid waste or recycling container, whose contents can be shown to weigh more than the established maximum allowable weight per cubic yard, shall be considered overweight and shall be charged as a compacted load.
5. The maximum weight of a compostable material collection receptacle shall not exceed the manufacturer's load rating specifications for that receptacle.
6. When providing service, the hauler shall inform the customer of potential overweight or overloaded conditions.
7. If serviced, an overweight container shall be charged at the compacted load rate, as indicated in the current Board-approved rate sheets.
 - (a) To determine the container overweight charge, divide the normal monthly charge by 4.33; divide the result by the number of weekly pickups; then multiply that number by the current compacted rate.
 - (b) Additional charges such as unscheduled service fees and call-back fees may be charged.

8. Prior to assessing an overweight charge or refusing to pick up an otherwise unsafe receptacle, the hauler shall notify the customer of the overweight and/or unsafe condition. The customer shall then be given a reasonable opportunity to remedy the overweight and/or unsafe condition.
9. No hauler shall be required to pick up an overweight or unsafe solid waste, recycling or compostable material receptacle.
10. A receptacle shall be considered overloaded or unsafe if the receptacle is so filled as to allow material to fall out, has large items extending from the receptacle, or is so improperly loaded as to potentially cause damage to equipment or harm people.

c. Education and Promotion

The hauler shall:

1. Provide each new customer a waste and recycling assessment to determine appropriate service levels and to identify opportunities to reduce waste. The hauler shall serve as the initial customer contact for the County's technical assistance program.
2. Refer each new customer and any customer that requests technical assistance to the County for inclusion in the County's technical assistance program.
3. Provide educational information to customers collecting food scraps that describe how to separate and prepare material in accordance with County guidelines.
4. Upon request, provide the County within five (5) business days, a list of customer subscribing to food scraps collection service.
5. Upon receiving a request to terminate food scraps collection service, notify the County prior to removal of receptacles.

Q. (Reserved) Restrictions

R. (Reserved) Commercial Composting

S. Drop Box/Compactor Service Standards, Specific

- a. Solid waste and recycling collection receptacles shall be serviced at regular intervals so as not to create a nuisance.
- b. For non-regularly scheduled drop box or compactor collection service, including delivery or haul, the hauler shall provide service no later than two (2) business days after the time the request was made, provided that the customer requests the service no later than 2 p.m., unless the customer

requests a later date or time. If unable to provide the service, the hauler shall arrange service through another service provider.

- c. The hauler shall provide Saturday drop box/compactor collection service if the disposal site is open for business and if the customer requests such service by 2 p.m. on the preceding Wednesday.
- d. Drop Box/Compactor Collection Service and Rates
 - 1. At the time of the initial request for drop box/compactor collection service, the hauler shall disclose to the customer, if applicable, whether a notice to a right to lien will be sent to the owner of the property.
 - 2. The hauler may require that a customer pays service fees in advance.
 - (a) Pre-payments shall be in an amount not exceeding the anticipated total due including, but not limited to, the delivery of the drop box, plus the haul fee and disposal fee.
 - (b) If a pre-payment prior to collection service is required, the hauler must provide the details of the anticipated charges for service including disposal location and timeline for refunds or customer payments, if applicable. The bill for prepayment shall be in writing only if requested by the customer at the time of the service order.
 - (c) The hauler shall honor all requests for refunds of the unused portion of pre-payments within thirty (30) days of final invoice.
 - 3. The hauler shall charge its drop box customers disposal fees equal to the actual disposal cost to the company plus Board-approved fees.
 - 4. The hauler shall charge rental fees after two (2) calendar days following the date of delivery; not counting the date of exchange or pickup.
 - 5. Rental fees shall not be charged on Sundays.
- e. Drop Box/Compactor Collection Service - Billing
 - 1. The hauler may choose to bill drop box/compactor collection service customers on a monthly or more frequent basis.
 - 2. If an invoice or billing statement is rendered for the drop box/compactor collection service or for the balance owed after a pre-payment has been made, payment may be stated as due upon receipt. Interest may not accrue and procedures to collect the amount owed may not be initiated for at least fourteen (14) days from the date of the billing statement or invoice.

3. The invoice or billing statement shall contain the following:
 - (a) Account information including the service address and the customer's level of service and billing rate.
 - (b) An itemization of charges or credits incurred including, but not limited to, receptacle size, haul fee, delivery fee, disposal fee, profit margin on disposal, government fees, and mileage charges. Billed amounts or credits shall be stated on the billing statement using terms consistent with the Board-approved rate sheets.
- f. The hauler shall dispose of drop box/compactor contents at specific legally authorized disposal sites, facilities or locations if requested by the customer.

T. (Reserved) Occasional Containers

U. (Reserved) Construction & Demolition

V. Denial, Termination of Service

- a. The hauler may terminate or deny service to any customer for failing to pay for service received or to pay in a timely manner.
- b. The hauler may not terminate a billed customer's service for other reasons, including but not limited to, non-payment of a prior tenant or owner's billed service or non-payment of another billed customer's service.
- c. The hauler may not terminate collection service while the billed customer is pursuing a dispute. If the customer pays all undisputed amounts when due and corrects any conditions posing a danger to health, safety or property, a hauler may not terminate collection service while:
 1. The customer is attempting to resolve a billing dispute with the hauler's representatives; or
 2. The customer is attempting to resolve a billing dispute with County staff.
- d. Billing disputes shall be resolved as follows:
 1. The hauler shall investigate a billing dispute within thirty (30) days of notification of the disputed charge(s).
 2. The hauler shall report the results, in writing, of any dispute investigation to the customer through email or other document no later than ninety (90) days after notification of the dispute.

3. The hauler shall report the results of all dispute investigations to the County if the investigation(s) results in termination of collection service to the customer.
 4. The County may grant an extension of time if requested by the hauler or customer.
 5. Billing disputes shall be considered resolved upon receipt by the customer of the results of the investigation and final action taken.
- e. Prior to terminating service, the hauler shall give the customer seven (7) days written notice of pending denial or termination and provide the customer with an opportunity to remedy.
15. *(Reserved) Enforcement*
16. *(Reserved) Internal Administration*
17. *(Reserved) Other Department Functions*
18. **Business Requirements - Recycling**
- A. Businesses will separate the following from solid waste for reuse or recycling:
 - a. all recyclable paper;
 - b. cardboard;
 - c. metal cans;
 - d. glass bottles and jars;
 - e. plastic bottles, tubs, buckets and jars.
 - B. Businesses will ensure that recycling receptacles are provided for internal and/or external maintenance or work areas where recyclable materials are collected and/or stored.
 - C. Businesses will post accurate signs that:
 - a. Describe the location where recyclable materials are collected and/or stored.
 - b. Identify the materials that businesses must separate for reuse or recycling.
 - c. Provide recycling instructions.
 - D. Any person or entity that owns, manages or operates premises with business tenants and provides garbage collection service to those business tenants, shall provide recycling collection systems adequate to enable those business tenants to comply with the requirements of subsections A, B and C of this section.

- E. A business may seek an exemption from the business recycling requirements from the County. The business must establish that it cannot comply with the business recycling requirements for reasons that include, without limitation, space constraints and extenuating circumstances. A site visit by County staff is required prior to the County issuing an exemption. Any business that is granted an exemption of the business recycling requirements must acknowledge the departure from basic service, and such acknowledgment shall be documented by the hauler.

19. Business Requirements – Composting

- A. Food scraps generating businesses, in urban unincorporated Washington County, that generate over 250 pounds of food scraps per week will:
- Separate food scraps that are controlled by the business, its agents, or employees from all other solid waste for collection. This requirement does not apply to food scraps controlled by customers or the public.
 - Have correctly-labeled and easily-identifiable receptacles for internal maintenance or work areas where food scraps may be collected, stored, or both.
 - Post accurate signs where food scraps are collected, stored, or both that identify the material that the food scraps generating business must source separate.
- B. Any person or entity that owns, manages, or operates premises with food scraps generating business tenants, will allow or otherwise enable the provision of food scraps collection service to lessees or occupants subject to the composting requirement.
- C. Food scraps generating businesses must comply with the composting requirement as determined by the average quantity of food scraps generated per week. Implementation will begin with Business Group 1 and progress to Groups 2 and 3 as set forth in the Metro Solid Waste Administrative Rules. Elementary and secondary schools are included in Business Group 3.

| | Business Group 1 | Business Group 2 | Business Group 3 |
|-------------------------------|-------------------------|-------------------------|-------------------------|
| Food scraps generation | Over 1,000 lbs/week | Over 500 lbs/week | Over 250 lbs/week |

- D. Food scraps generating businesses may seek a temporary (12 month) waiver from the composting requirement by:
- Providing access to County staff for site visits.
 - Demonstrating that the food scraps generating business cannot comply with the composting requirement because one or more of the following conditions exists:

1. Less than 250 pounds of food scraps are included in disposed waste per week.
 2. Food scraps generated by the business are not suitable for inclusion in the program or cannot be made suitable without unreasonable expense.
 3. Physical barriers to compliance exist and cannot be immediately remedied.
 4. Compliance results in unreasonable capital expense.
 5. Compliance results in a violation of other government rules, regulations, or health and safety codes.
- c. Agreeing to periodic waiver verification site visits to determine if conditions that warrant the waiver are still in place and cannot be remedied in accordance with waiver criteria.
- E. Food scraps generating businesses that elect to self-haul source separated food scraps will ensure they are delivered to a facility authorized to receive food scraps in accordance with applicable Metro rules and regulations.
- F. Food scraps generating businesses that are not in compliance with the composting requirement will be subject to enforcement action pursuant to Washington County Code Chapter 1.08, Uniform Citation Procedures.
20. *(Reserved) Appendices*
21. Temporary Rules

Notwithstanding any other provision in these rules, a person may temporarily collect source separated recyclable material from residential generators for a fee that is not designated or allowed to be collected for recycling by a certificate holder by these rules so long as the material is appropriately recycled or reused. The person must cease collection if a certificate holder is authorized to collect any such recyclable materials.