THE BUREAU OF
PLANNING &
SUSTAINABILITY

Administrative Rules

Residential Garbage, Recycling, and Compost Collection

Effective Date: January 1, 2025

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1.0 Scope of rules

Administrative rules contained within this document are intended to articulate the standards and expectations for residential solid waste collection as authorized in the City Code, Chapter 17.102 and as defined in the Residential Franchise Agreement authorized by City Charter under City Ordinance No. 176687, 18166 and subsequent amending ordinances.

2.0 Adoption and revision of administrative rules

A. City Administrator's authority to adopt rules

Under authority of the City Code, Chapter 17.102, the City Administrator is authorized to adopt rules, procedures and forms to implement provisions of that chapter which regulate the collection and disposal of commercial solid waste within the City. ~~City Code, Chapter 17.102 assigns responsibility to implement these rules and procedures to the Bureau of Planning and Sustainability (BPS), under the direction of the City Administrator.~~

B. Adoption and revision of rules

All rules will be adopted or revised following the procedures outline in Chapter 1.05 of the City Code.

3.0 Residential definitions

1. **Bulky waste**~~s~~ means any useless, unwanted, or discarded item used in or around a household and generated by a household that does not fit inside a standard ~~35-gallon~~ garbage or recycling ~~container~~roll cart, or that is longer than 36 inches in any one direction. This term includes furniture, appliances, electronic devices, outdoor patio and garden items, personal vehicle items, doors, cabinets, toilets~~,~~ or sinks~~,~~ dimensional lumber, metal or glass. This term does not include household hazardous waste, asbestos containing materials~~construction and demolition debris~~, acceptable recyclable materials, ~~or~~ gas cylinders, or any waste that can fit within a standard garbage or recycling roll cart.
2. **Calendar quarter** means January 1 through March 31, April 1 through June 30, July 1 through September 30, or October 1 through December 31.
3. **City Administrator** means the City of Portland's City Administrator or the Administrator's designee.
4. **Collect** and **collection** means the collection of solid waste, including, garbage, recyclables, and compostables. The term also includes accepting, accumulating, storing, processing, transporting, marketing, and disposing of solid waste as required by City code regulations, Metro, State of Oregon, and federal law.
5. **Collection vehicle** means any vehicle designed and used for the collection of solid waste in Portland.
6. **Compostable material**, **compostables**, and **compost** refers to materials used for the controlled biological decomposition of organic material. For the purpose of these rules, this refers to the BPS-published list of materials allowed in the City's compost collection system.
7. **Containers** mean all containers 2 yards or smaller for regular on-going use, including roll carts and bins used to collect garbage, recyclables, and compostables.
8. **Curbside** means located within 3 feet of the edge of a curb. Where there is no curb, curbside means

within 3 feet of the traveled roadway including areas used for on-street parking.

9. **Customer** means any individual who receives solid waste services at a residence. This includes homeowners and property managers who receive invoices for solid waste services.

10. **Customer with disabilities** means a customer who meets one of the following criteria, and thereby qualifies for non-curbside collection at no extra charge:

    a. Meets the eligibility criteria established by the State of Oregon, Department of Motor Vehicles for a person with disabilities parking permit.

    b. Supplies a signed letter from their physician stating their disability; or supplies a BPS-provided disability form signed by a physician or a medical or social worker.

    c. Has no one in the household capable of placing the container(s) at curbside.

    d. Or other criteria that BPS adopts.

11. **Day** means calendar day. For the purposes of these rules, a calendar day does not include City of Portland recognized holidays.

12. **Disposal** means landfilling, illegal dumping, burning, municipal waste incineration, and mixed waste composting.

13. **Dwelling unit** means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, cooking, eating, and sanitation. For registered accessory dwelling units (ADUs), a dwelling unit applies to ADUs detached from the main residence.

14. **Financial interest** means a person whose "financial interest" in a business is such that if the activities of the business result in a monetary benefit or detriment to the person or a member of the person's household, or to a business with which the person or a member of the person's household is associated.

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

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

17. **Force majeure** means acts of God, landslides, lightning, forest fires, storms, floods, freezing, volcanic eruptions, earthquakes, civil disturbances, acts of terrorism or of the public enemy, wars, blockades, public riots, explosions, shortage of materials, and other events which are not reasonably within the

control of the franchisee, subcontractor, or BPS.

18. **Formal dispute** means the resolution process for a disagreement between a customer and a franchisee, where the customer has sought City of Portland assistance in reaching a resolution and the City has agreed to assist. It is generally a situation where there is no infraction also being investigated.

19. **Franchise territory** means an area within the Urban Services Boundary of the City of Portland in which only a City designated franchisee may collect solid waste from residential customers. A single franchisee may serve more than one franchise territory.

20. **Franchisee** means a business that has been awarded a franchise by Ordinance No. 189242 or subsequent ordinance adopted by the Portland City Council for the collection of residential solid waste within the Urban Services Boundary of the City of Portland. "fFranchisee" includes any employees or other persons authorized to act on behalf of the franchisee. Franchisee has a meaning identical to that of "grantee" as used in the franchise agreement.

21. **Garbage** means solid waste collected and transported to a landfill.

22. **Health condition related waste** includes adult incontinence supplies. This definition does not include diapers used by children under the age of four, feminine hygiene products, or waste that falls under the definition of "infectious waste."

23. **Home-based business** means a residential property with more than 50% of the living area used for business purposes. If the customer has a registered home-based business and their service needs cannot be met by the residential service options, the customer can opt into commercial service.

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

25. **Infraction** means a failure to comply with City Code or rules promulgated there under.

26. **Interested buyer** means a person who is in the process of buying a franchise and is actively negotiating sale terms with a current franchisee.

27. **Materials** means any individual item that is considered solid waste.

28. **Metro** means the Metropolitan Service District encompassing Multnomah, Washington, and Clackamas counties, as provided for under the Oregon Revised Statutes.

29. **Permittee** means any person granted a commercial collection permit under the provisions of Portland City Code.

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

31. **Processing** means an operation where collected source-separated recyclable materials are sorted, graded, cleaned, shredded, ground, densified or otherwise prepared, treated or converted for end use markets.

32. **Recyclable material**, **recyclables**, and **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. For the purpose of these rules, this refers to the BPS-published list of materials allowed in the City's recycling collection system.

33. **Renewable diesel blend** is a blend of biodiesel and/or renewable diesel for collection vehicles derived from vegetable oils or animal fats that meets the maximum carbon intensity of 56 gCO2e/MJ as provided by the Oregon Department of Environmental Quality Clean Fuels Program.

34. **Residence** or **residential** means any building(s) on a tax lot with one to four dwelling units.

35. **Service level** means any type of regulated service provided to residential customers as reflected in the rate schedule.

36. **Side guards** means safety equipment designed to protect vulnerable road users from the hazards of open spaces on the sides of large trucks.

37. **Solid waste** has the meaning given in the Oregon Revised Statutes (ORS) 459.386 to 459.405, which includes garbage, recyclables, and compostables, but excludes:

    a. Sewage sludge, septic tank, and cesspool dumpings or other sludge.

    b. Discarded or abandoned vehicles.

38. **Source separated** means when a customer separated recyclable or compostable material into a container for purposes of recycling and composting.

39. **Subcontractor** means a separate company from a franchisee that provides collections for part of the service in the respective franchise territory. Franchisees and subcontractors must have a commercial permit and receive approval from the City Administrator before subcontracting. For the purposes of these rules, subcontractors are represented as the franchisee they contract with.

40. **Temporary clean-up container** means all franchisee-provided containers that are 1-yard, 1.5-yard, and 2-yard dumpsters for temporary use.

41. **Yard debris** means leaves, grass clippings, weeds, vines, vegetative material from the yard, pumpkins, and trimmings of no greater than four inches in diameter or 36 inches in length. Yard debris does not include large branches (greater than four inches in diameter or more than 36 inches in length), dirt, stumps, metal, rocks, ashes, food, or animal waste.

3.1 Residential solid waste collection requirements

A. Service responsibility

1. **Solid waste service levels**. Franchisees must offer customers every collection service level that the City sets rates for. Franchisees must assist new customers in selecting the service levels that meet the customer's solid waste collection needs. The customer will be responsible for making the final selection of a service. (D/I)*

   Garbage, recycling, glass, and compost collection must occur on the same day of the week and include the following services and frequency:

   a. **Garbage service options**

      i. Every other week. Garbage collection is set at every-other-week unless the customer requests every-four-weeks collection or on-call services (D/I)*, or,

      ii. Every four weeks. Customers who subscribe to every-four-weeks garbage collection

must be provided with weekly collection of recycling and compost (D/I)*, or,

iii. On call. On-call collection will be scheduled on the same day as the regularly scheduled collection day. The service for on-call garbage collection does not include recycling or compost. On-call customers may subscribe separately for these services. (D/I)*

b. **Recycling weekly.** Recyclables collection must be provided weekly for every customer except those with on-call service. All recyclables, except for glass and household batteries, are collected in a blue roll cart. (D/I)*

c. **Glass recycling and household batteries weekly.** Glass and household batteries are collected in a separate container. Batteries are packaged by the customer according to guidelines provided by BPS. (D/I)*

d. **Motor oil weekly.** Motor oil is collected in a customer-provided leakproof, clear plastic jug (1-gallon maximum per container, up to 3 gallons per collection) with a tightly closed lid and placed next to solid waste roll carts. (D/I)*

e. **Compost weekly**. Compostables collection must be provided weekly for every customer except those with on-call service. All compostables are collected in a green container. (D/I)*

f. **Minimum service levels at 1-4 dwelling unit residences.** For customers at properties with 1-4 dwelling units, the property manager or owner must provide adequate solid waste service for their tenants. The minimum service levels are: (D/I)*

i. **Garbage every other week**: At least 20 gallons of service for a single dwelling unit property, 60 gallons of service for two or three dwelling units, or 90 gallons of service for four dwelling units. (D/I)*

ii. **Recycling weekly**: At least one 60-gallon roll cart for a single or two-dwelling unit property and two roll carts for a three- or four-dwelling unit property. (D/I)*

iii. **Glass and household batteries weekly**: At least one glass-only bin or rigid container, 15 gallons or less, with a “glass only” sticker. (D/I)*

iv. **Compost weekly**: At least one 60-gallon roll cart for a single, two-, three- or four-dwelling unit property. (D/I)*

g. **Additional service levels.** Customers may subscribe for additional recycling and compost cart(s) at rates set by the City. (D/I)*

h. **Bulky waste on-call.** Franchisees must collect bulky waste within seven days of a customer’s

request. Rates charged must be ~~commensurate with other~~the bulky waste collection rates set by the City. (D/I)*

i. **Personal vehicle tire collection.** Franchisees must collect personal vehicle tires, within seven days of a customer request. Franchisee must have necessary collection permits and deliver tires to a facility authorized by the Department of Environmental Quality. (D/I)*

j. **Infectious waste**. Franchisees may provide collection of infectious wastes from customers within their franchise territory, subject to the following restrictions:

   i. Unless specifically licensed by appropriate authorities, franchisees may not collect infectious wastes from customers who generate more than 50 pounds of infectious waste per month. (D/I)*

   ii. Collection may be provided directly by the franchisee or subcontracted. In either case, the franchisee is responsible for conforming to all applicable regulations, including reporting, and ensuring that any subcontractors also conform to all applicable regulations. (D/I)*

   iii. Franchisees may not compact infectious wastes or place them into a vehicle's compaction compartment. (D/I)*

   iv. Franchisees are responsible for following all laws and rules applying to the collection, transportation, storage, treatment, and disposal of infectious wastes. (D/I)*

   v. Rates charged for the collection of infectious waste must be reasonable by being commensurate with charges made by other companies offering similar infectious waste collection services in the Portland area. (D/I)*

k. **Hazardous waste.** The franchisee must comply with all federal, state, and Metro regulations applicable to the collection and disposal of hazardous wastes. (D/I)*

2. **Subcontracting for services.** Franchisees may subcontract for various elements of solid waste collection services, but this must be approved by the City Administrator 5 days in advance. Subcontractors must have a Portland commercial waste collection permit. (A/D)*

3. **Collection schedule notification.** The franchisee must provide all new customers with a collection schedule at the start of service. In the case of a two-, three-, or four-dwelling unit property, each dwelling unit must receive this information. In the case of a collection schedule change, the franchisee is responsible for all costs associated with notifying customers of schedule changes and providing them with new collection schedules. (B/I)*

   a. **Change of collection schedule.** Franchisees must provide BPS with advance notification of planned changes to the collection schedule of one or more customers. The notifications must be approved by BPS staff and include:

      i. A draft of the notification to customers; (B/I)*

      ii. A map to BPS showing the proposed new collection schedules in a BPS-approved format; (B/I)*

      iii. A description indicating how and when the franchisee will inform customers of schedule changes and how the franchisee will address any potential service gaps; (B/I)* and

iv. Delivery of notice must be given to all service addresses. (B/I)*

b. **Time period between on-call collections.** There must be at least 6 weeks (42 days) from one on-call collection to the next. Franchisees can work with customers to customize collection schedules within the list of options in 3.1, A., 1. a. of these rules. (D/D)*

4. **Collection on holidays.** There will be no collections on Christmas or New Year's Day. Collection days shift one day later through Saturday during these weeks~~.~~. (D/D)*

5. **Hours of collection.** Collection hours are 6:00 a.m. to 5:00 p.m. (D/D)*

6. **Collection noise.** Franchisees must comply with Portland City Code, Title 18, Noise Control~~14A.30.010~~. Drivers must be trained to reduce noise from collections. Franchisees must consider noise reduction when purchasing equipment (such as electric or compact natural gas trucks). (D/I)*

7. **Downtown collections.** Franchisees must comply with City Code 17.102.080 which prohibits the transportation of any solid waste through streets in the district bounded by SW Oak Street, SW First Avenue, SW Yamhill Street, and SW Tenth Avenue, except between the hours of 10 p.m. and 10 a.m. (D/I)*

8. **Maintaining passage on public streets.** To the greatest extent possible, franchisees must minimize the time their trucks block public streets and sidewalks. (D/I)*

9. **Missed collections**

a. **Franchisee's fault**. When the franchisee is responsible for missed collections, they must provide free collection of the missed containers ~~within 24 hours~~ by the end of the following business day ~~of~~ after receiving the customer complaint (excluding weekends and holidays). Customers normally serviced on a Friday who notify the hauler of the missed collection on the same day must receive a makeup collection on Monday. ~~morning. If a franchisee misses three or more collections in a 6- month period, the franchisee must provide a refund of 25% of the cost of the service for the month the third missed collection occurred.~~ When a franchisee misses a collection of any material, recycling, compost, glass, or garbage, if there have been two or more misses in the preceding 6 months, the franchisee must provide a refund of 25% of the monthly cost of service as a bill credit. The number of missed collections in a six-month period is calculated starting on the date of the most recent miss and looking back six months. If multiple containers are missed on the same day, they are only considered one missed collection in applying this rule. The bill which includes the refund must clearly state the date of the miss and what material was not collected. The refund must be applied to the invoice following the missed collection. (D/I)*

b. **Customer's fault**. Free collection is not required when the customer did not set out containers by 6:00 a.m. on the scheduled collection day or did not set out containers according to BPS guidelines. The customer can: (D/I)*

i. Request collection of missed containers for a fee listed in the City's garbage rates. The franchisee must collect within 48 hours of receiving the customer's request (excluding weekends and holidays).

ii. Set out twice their subscribed level of service on their next scheduled collection day for no additional charge. The customer must notify the franchisee in advance to avoid extra charges. (D/I)*

c. **Every-four-weeks garbage** collection customers. When the missed garbage collection occurred due to customer fault, the customer can: (D/I)*

   i. Request collection of missed containers for a fee, listed in the City's garbage rates. The franchisee must collect within 48 hours of the customer's request (excluding weekends and holidays). (D/I)*

   ii. Request collection two weeks later, on the next garbage collection day for every-other-week customers, for no additional charge. (D/I)*

   iii. Set out twice their subscribed level of service four weeks later, on their next scheduled collection day for no additional charge. Extra garbage must be bagged and set next to the garbage container. The customer must notify the franchisee in advance to avoid extra garbage charges. (D/I)*

d. **Unsafe weather conditions**. Franchisees must adhere to the BPS weather delay protocol when weather conditions make collections unsafe for customers and drivers. The intent of the protocol is to align communications to customers. Examples of weather-related delays include, but are not limited to, ice, snow, heat, and wildfire smoke. (D/I)*

10. **Point of collection**

a. **All residential accounts.** Collection of garbage, recycling, glass, and compost must be made on the side of the residence that has the address posted.

b. **Non-curbside service.** Customers may request collection at a location other than curbside at a rate set by the City. (C/I)*

   i. Containers must be in an area reachable by a continuous paved walkway that is at least three feet. Containers cannot be in an area that requires going up or down stairs of more than 36 inches total rise or less than 36 inches in width. (C/I)*

   ii. For non-curbside collection greater than 75 feet from the curb, there is an additional "excess distance" charge. The customer cannot place containers more than five feet apart from one another. (C/I)*

   iii. Non-curbside collection may not be possible if the residence does not meet the requirements for curbside collection described in in 10.d. or 10.e. (C/I)*

c. **Customers with disabilities**. Customers with disabilities can request non-curbside collection at no extra charge. The customer and the franchisee must mutually agree in an email or writing the set-out location(s). Franchisees may require re-confirmation of disability status on an annual basis or when there is evidence that the household may no longer qualify. If there is a change of a customer's disability status, the customer must notify the hauler. (C/I)*

d. **Private streets**. For collection to be made at curbside on a private street, the street must meet the following standards: Access to the street may not be limited by a gate. The street must be named, and it must be paved to a width of at least 12 feet, exclusive of any areas where parking is permitted. If the street is a dead-end, the turnaround must have a 60-foot diameter or a "hammerhead" or other feature which provides adequate turnaround space for standard collection vehicles. There must be 14 feet of vertical clearance. The street must be constructed with a minimum of 3 inches of asphalt over an eight-inch crushed base aggregate. The residents

entitled to curbside service must have their address on the private street. (C/I)*

e. **Other**. Haulers may reasonably require that customers use a set-out location other than curbside when the City has determined that collection at curbside poses an undue safety risk to collection drivers, residents, or the public. Road conditions such as width, grade, and stability will be considered. Franchisees are expected to explore all curbside collection options before requesting City approval for a set-out location other than curbside on a public street. (C/I)*

f. **Flag lots**. For residences on a flag lot, collection must be the point where the driveway for the residence intersects the public street. (D/I)*

g. **Public alleys**. Curbside collection may be provided on a public alley. (D/I)*

h. **Location of empty containers**. The franchisee must return emptied containers within 3 feet of the location where the customer placed them. The franchisee may not place emptied containers in the driveway or street unless that is where the customer originally placed them. The franchisee is responsible for closing container lids after servicing. (D/I)*

11. Containers for all solid waste

a. **Provision of garbage, recycling, glass, and compost containers**. Franchisee must provide clean and labeled containers for all services to each customer within seven days of collection set-up. Customer-provided containers, except for glass, are not allowed. Containers for garbage, recyclables, and compost must be designed for automated capability for collection vehicles. Container liners are not allowed, except for adapting a 35-gallon container to a 20-gallon container. (D/I)*

b. **Temporary clean-up containers**. When a customer requests a clean-up container the franchisee must deliver the container within six days of the request. If the franchisee cannot provide the container by the end of six days, the franchisee must arrange for service to be provided through a subcontractor or another franchisee. Containers three yards and larger may be provided by any permitted hauler subject to the provisions of City Code Section 17.102.200. (D/I)*

c. **Specification for containers**. Franchisees are responsible for providing containers that meet the specifications in Exhibit A. Timelines for providing customers with City-specified container colors are:
    i. Gray garbage containers – Full implementation, July 1, 2029. 75% implementation, July 1, 2027 (B/I)*
    ii. Blue recycling containers – Current requirement, (B/I)*
    iii. Green compost containers – Current requirement, (B/I)*
    iv. Orange glass containers – Full implementation, July 1, 2036. 50% implementation, July 1, 2032 (B/I)*

d. **Container deposit**. Franchisees may not charge customers a deposit for containers (D/I)*

e. **Replacement of lost/stolen solid waste container**. The franchisee must replace lost or stolen container(s) free of charge within seven days of the customer's request. Where the container has been damaged or removed due to customer negligence, the franchisee may charge a reasonable replacement charge. (D/I)*

f. **Retrieval of lost or stolen containers**. The franchisee must retrieve containers that have been abandoned in their franchise territory and either put them back into service or recycle them. (D/I)*

g. **Replacement of containers dropped in collection vehicles**. If a container is dropped into the collection vehicle during collection, franchisees must:

   i. **Notify the customer**. Franchisees must notify the customer of the dropped container on the same day through a BPS-approved tag left on another container at the site address or by a phone call. (B/I)*

   ii. **Replace container**. Franchisees must deliver a replacement container to the customer by the end of the second day following the date the container was dropped. (B/I)*

h. **Damage to customer's container caused by franchisee**. Franchisees must replace any containers they damage within three days, at no charge to the customer. (D/I)*

i. **Franchisee identification on containers**. All collection containers provided by the franchisee must display the franchisee's name and phone number prominently on the container. (D/I)*

12. **Containers for recycling and compost**

   a. **Smaller containers for recycling**. Upon customer request, franchisees must exchange the standard 60-gallon recycling container for a 35-gallon recycling container within seven days of the request at no charge. Size changes are limited to one per year for recycling and one per year for compost. (B/I)*

   b. **Containers for residential customers only**. The franchisee must not use or distribute residential containers for recycling or compost for any non-residential customer without prior approval of BPS. Customers may subscribe for additional cart(s) at a rate specified by the City. (C/I)*

13. **Collection of extra compost, garbage, recycling, and glass**. The franchisee must collect extra solid waste when the customer prepares it to follow BPS's instructions: (D/I)*

   a. **Extra services with a customer fee set by the City**

      i. **Extra garbage**: A bag or container with a max weight of 40 pounds. Set next to garbage container on garbage collection day. Franchisee can charge the City-set rate for each bag or can. (D/I)*

      ii. **Extra yard debris**: A 30-gallon paper bag or bundle or a 32-gallon (or smaller) container clearly marked as "yard debris". Plastic bags are not allowed. Maximum weight of 40 pounds per bag, bundle, or container. Customers must set next to compost container. Franchisee can charge the City-set rate for each bag, bundle, or can. (D/I)*

      iii. **Extra weekly compost container**. For customers with a regular occurring need for additional capacity for yard debris and food scraps, franchisees must provide extra compost containers upon customer request. (D/I)*

      iv. **Extra weekly recycle container**. For customers with a regular occurring need for additional capacity for recyclable materials, franchisees must provide extra recycle containers upon customer request. (D/I)*

      v. **Holiday trees**: 6-foot height max. Set next to compost container. Franchisee can charge

the City-set rate for each 6-foot tree and/or 6-foot segment of tree. (D/I)*

b. **Extra services for occasional need without a customer fee**

i. **Extra glass**: In a rigid plastic container up to 16 gallons. No extra charge. (D/I)*

ii. **Extra recycling**: In a cardboard box or a paper bag labeled as "recycling" and set next to recycling container. Cardboard box or paper bag should not exceed 36 inches in any direction. No extra charge. (D/I)*

iii. **Extra cardboard**: Customer must first fit as much in their recycling container as possible by flattening boxes and cutting cardboard into smaller pieces. Remaining cardboard must be flattened, bundled together, secured with tape, and placed next to the recycling container. Cardboard bundle should not exceed 36 inches in any direction. No extra charge. (D/I)*

14. **Recyclables disposal prohibition**

a. **Transporting to recycling markets**. The franchisee is responsible for transporting and delivering recyclables to a~~n~~ DEQ permitted commingled processing facility in Oregon or DEQ certified commingled processing facility out of state ~~processor, broker, or recycler~~. (~~A~~B/I)*

b. **Recyclables cannot be placed in garbage** containers or trucks. (A/I)*

c. **Glass collection**. Franchisees must keep glass separate from other materials on the collection vehicle and through transportation to processing facilities or end markets. (B/I)*

d. **Battery recycling.** All batteries collected through residential curbside battery collection must be recycled. (C/I)*

15. **Compostables disposal prohibition**

a. **Transporting to compost markets**. The franchisee is required to collect and transport compostables to:

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

ii. A reload facility licensed by Metro (A/I)*, or

iii. A farm regulated by the Oregon Department of Agriculture or the Washington State Department of Agriculture. (A/I)*

b. **Compostables cannot be placed in garbage** containers or trucks. (A/I)*

16. **Collection of source-separated recyclable material**. Franchisees must collect all recyclables and compostables on the acceptance list developed and approved by BPS and properly prepared by customers. (A/I)*

17. **Authority to add or subtract materials**. BPS reserves the authority to add or subtract recyclables and compostables on the acceptance list, including any changes developed by the Oregon Department of Environmental Quality during the implementation of the Plastic Pollution and Recycling Modernization Act. (D/C)*

18. **Ownership of garbage, recyclables, and compostables**. All materials placed for residential curbside

collection are owned by, and the responsibility of, the customer up until the time of collection. At the time of collection, ownership transfers to the franchisee.

19. **Improperly prepared solid waste**. The franchisee is not required to collect improperly prepared solid waste, including garbage, recyclables, and compostables. Examples of properly prepared solid waste are detailed in part 3.3 Customer Responsibility of these rules. When a customer does not follow preparation requirements, the following procedure must be followed by the franchisee:

    a. **Leave a BPS-provided notice**. The franchisee must complete a BPS-provided cart tag describing the problem and leave it on the customer's container or front door. The notice must provide the date of the issue, service address, and what the customer needs to do to correct the issue. (C/I)*

    b. **Customer options**. The customer must be given the option of either correcting the improper preparation or paying the franchisee the rate set by the City for one extra garbage container or bag. (C/I)*

    c. **Franchise response time**. If the customer chooses to pay for additional services, the franchisee must provide those services within seven days of the notification. (C/I)*

    d. **Technology advancements**. If a franchisee uses cameras or artificial intelligence to identify contamination, the franchisee must share images of contamination with ~~only~~ the customers who contaminate ~~mixed~~ recycling and will otherwise keep the information ~~be kept~~ confidential. (D/I)*

20. **Overweight containers**

    a. **Non-collection of overweight container**. The franchisee is not required to take an overweight container. Weight limits are listed in part 3.3~~7~~. ~~6~~7. of these rules. If the franchisee chooses to collect the overweight container, they may not charge the customer additional fees. If the franchisee chooses not to collect the overweight container, they must leave a BPS-provided notice describing the problem, listing the weight, and including the franchisee's contact information. (D/I)*

    b. **Remedy of non-collection of overweight container**. If a franchisee has refused to collect an overweight container, they must provide collection of double the customer's subscribed service level at no additional cost on the customer's next scheduled collection day. If the customer calls within three days of when the overweight container wasn't collected, and requests the franchisee return before the customer's next scheduled collection day, the franchisee may charge the call back rate established by the City. (D/I)*

21. **Clean-up on route**. The franchisee must make a reasonable effort to collect all materials blown or littered during collection. If a recurring problem exists due to customer preparation, the franchisee may leave the material at the residence along with a notice describing the problem. (D/I)*

B. System and equipment requirements

1. **Safety and maintenance**. All collection equipment must be maintained and operated in compliance with all local and state statutes, ordinances, and regulations including compliance with regulations related to the safety of the collection crew and the public. (B/I)*

2. **Side guards and safety equipment**. All collection vehicles must have side guards installed that meet the

United States Department of Transportation, Volpe Center side guard specifications, and BPS specification addendum, including decals indicating to vulnerable road users that they are in a blind spot. Vehicles manufactured prior to 2010 are exempt from this requirement. (A/I)*

3. **Annual employee training**. All franchisee employees are required to participate annual safety training. This may include, but is not limited to, OSHA safety consultation site visits. (A/I)*

4. **Safety vests**. All drivers and other staff providing collection services must wear safety vests and other OSHA required high visibility apparel while collecting solid waste.

5. **Prevention of leaking and spilling loads**. All garbage, recycling and composting collection vehicles must be constructed, loaded, operated, and maintained in a manner to reduce littering solid waste or vehicle liquids, such as hydraulic fluid or lubricants, onto private property or public streets. Exceptions include the normal leakage of fluid, hydraulic fluid, or lubricants typically associated with a properly maintained vehicle. If fluid leaks due to equipment failure, the collection vehicle must be immediately corrected and the leakage on public or private property cleaned up as soon as possible. (D/I)*

    a. **Spill kits**. All collection vehicles must have a spill kit available to clean up leaking and spilling loads. (D/I)*

6. **Covers for open-body vehicles**. All open-body collection vehicles must have a cover, which may be 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. (B/I)*

7. **Vehicle identification**. All solid waste collection vehicles must bear a Metro identification tag. In addition, all solid waste collection vehicles and trailers must be clearly identified by displaying the franchisee's name and phone number prominently on both sides of the vehicle. If a franchisee has acquired used vehicles, or changed its business name, the name and phone number must be updated within 45 days of taking possession. (D/I)*

8. **Transportation and waste compliance with federal, state, and local laws**. Franchisee must comply with all applicable federal, state, and local laws and regulations relating to driving, transportation, and waste and recyclable material collection and disposal. (B/I)*

9. **Processing, storage yard, and parking area requirements**.

    a. **Compliance with zoning ordinances**. Any processing and storage of recyclables or compostables must be undertaken in a location suitable and adequate for such activity. Processing and storage facilities must comply with all applicable zoning ordinances and any other applicable local and state statutes, ordinances, and regulations. (B/I)*

    b. **Facilities for storage, maintenance, and parking**. Facilities for storage, maintenance, and parking of any solid waste collection vehicles or other equipment must comply with all applicable zoning ordinances and any other applicable local and state statutes, ordinances, and regulations. Service areas for parking, repair, storage, or cleaning of collection vehicles or equipment must not be in areas zoned as residential under local zoning ordinances. (B/I)*

10. **Clean and efficient fleet practices**. The intention of the clean and efficient fleet practices is to phase out vehicle emissions that contribute to unhealthy air and to reduce climate change impacts.

    a. **Fleet replacement**. Collection vehicles with ~~Diesel~~diesel engines must have 2010 engines or newer ~~collection vehicles 2009 and older must be replaced by January 1, 2025~~. Compressed

natural gas and electric collection vehicles are not subject to this rule. (B/M)*

Back-up collection vehicles. Collection vehicles that are older than 2007 can be used in a back-up capacity for up to 20% of a full-time vehicle's hours or miles until January 1, 2025.See table below. (B/I)*

Back-up collection vehicle mileage allowance

Option	# of full-time vehicles covered by the back-up vehicle	Miles allowed for the back-up collection vehicle
A	1	3000
B	2	3500
C	3	4000
D	4+	4500

**Drop box trucks are allowed a different threshold of miles for back-up collection vehicles. This schedule starts with option A - 4500, B - 5000, C - 5500, D – 6000 miles.*

b. **Renewable diesel blend**. Collection vehicles with diesel engines must contain at least 20% renewable diesel. (B/I)*

c. **Renewable fuel standard**. The renewable fuel standard (RFS), City Code 16.60.025 applies to all collection vehicles using diesel engines servicing any Portland customer:

i. As of July 1, 2026, all renewable diesel blends used in collection vehicles must contain at least 50% renewable diesel and adhere to the carbon intensity cap in the RFS. (B/I)*

ii. As of July 1, 2030, all renewable diesel blends used in collection vehicles must contain at least 99% renewable diesel and adhere to the carbon intensity cap in the RFS. (B/I)*

C. Customer service and personnel requirements

1. **Meetings with BPS staff**. Whether a meeting is scheduled by BPS or at the franchisee's request, the franchisee must attend meetings related to these rules, proposed rule amendments, and the franchise agreement. BPS will provide reasonable advance notice of required meetings. (C/I)*

a. **Response to BPS.** Unless prevented by force majeure, franchisee must respond to BPS requests on behalf of a customer within 4 business hours of the request. If the request was made on a day that is not a business day, then it should be responded to by noon on the following business day. Requests received from BPS not regarding a customer must be responded to within 24 hours unless otherwise stated in the content of the request.(C/I)*

2. **Employee training**. The franchisee must train collection crews and office staff. At least two

representatives of each franchisee, representing both collection crew and office staff, must participate in training sessions specified and sponsored by BPS. Trainings will not exceed four hours of training per type (office, collection) per year. Employees of a professional answering service are not required to participate in these sessions. (C/I)*

3. **Phone requirements**. Franchisees must provide convenient access to a customer service representative, via phone for 6 hours each day, Monday through Friday between 8 a.m. and 5 p.m.

    a. **Customer wait times**. Franchisees must ensure that customers are connected to a customer service employee within 5 minutes of dialing. Hold times after connection with a customer service employee must not be longer than 10 minutes. When franchisees experience periods of high volumes of customer phone calls, BPS will consider exemptions under circumstances beyond franchisee control. (B/I)*

    b. **Voicemail**. When customer service cannot be provided immediately, franchisees must provide a voicemail option for customers to leave a message. Customer voicemail messages must be responded to within ~~3~~ 4 business hours. The franchisee's voicemail message must inform customers of lunch breaks and any other reason phone lines cannot be answered immediately. (B/I)*

    c. **Phone line type**. Phone lines must be dedicated business toll-free phone lines with the franchisee's business name listed as a business in a telephone directory or online profile. (B/I)*

4. **Customer service staff**. There must be a customer service lead staff working at the operational location of the franchisee, to ensure that operations and customer service staff are coordinated. Other customer service staff may work remotely if the franchisee allows it. The requirement for a lead customer service staff to work at the operational location is waived during weather events that create unsafe travel to the operational location. (B/I)*

5. **Email customer service**. Franchisees must provide customers with an email option for communicating requests and complaints. Customer emails must be responded to within 4 business hours. (B/I)*

6. **New technology for customer service**. Franchisees must submit a performance and implementation plan for BPS approval prior to implementing a non-human customer service tool such as a phone tree artificial intelligence, online, chat, or phone-based bot customer service. (B/I)*

7. **Office software requirements**. For purposes of communicating with BPS, franchisees must have the capability of emailing, reading, opening, and printing PDF, Word, and Excel documents. (D/I)*

8. **Discourteous behavior**. All franchisees' employees must communicate with customers respectfully. If BPS staff investigate an allegation of discourteous behavior, including foul or abusive language, the customer may receive a refund for one month of service. If a refund is granted, it must be applied to the invoice following the incident. (B/I)*

9. **Customer complaints**. If a franchisee cannot successfully resolve an issue with a customer, a referral to the City of Portland curbside hotline phone number must be provided. (D/I)*

10. **Complaint resolution review**. The franchisee must meet with BPS as often as needed to review complaints and resolutions. (D/I)*

11. **Notifications**

a. The franchisee must notify BPS of anticipated changes in business name, addresses, phone numbers, and email address for any facilities regulated by these rules, including but not limited to office, mailing address, yard location(s), and after-hours phone number. Such notice must be provided to BPS in writing no less than 14 days prior to changes. (C/M)*

b. The franchisee must notify BPS in writing of changes in company contact persons and responsible officials no later than seven days after changes occur. (D/M)*

D. ~~Advancing equity and diversity~~Equal o~~O~~pportunity and access

1. **Training**. Franchisees must participate in workplace trainings offered by the City to improve recruitment and retention of ~~women and people of color~~employees, including women and people of color, based on guidelines developed by BPS. (A/I)*

2. **Employee survey**. Franchisees must conduct a survey for all company employees. The survey must include questions about employee safety and compliance with Federal antidiscrimination laws (company inclusivity) in relation to managers and fellow employees. (B/I)*

3. **Franchise sale announcement and subcontracting**. Franchisees must provide notice of opportunities for franchise purchase or collections subcontracted to permittees, including permittees that are certified by Oregon's Certification Office for Business Inclusion and Diversity (COBID). Notice must be provided through a BPS- maintained registry at least 90 days prior to requesting City consent for franchise sale or subcontracting. (A/I)*

4. **Contracting for ancillary service**. Franchisees must provide equal opportunity and access in its~~consider~~ contracting ~~to COBID-certified companies~~ for ancillary services, including but not limited to, cart cleaning, accounting, consultation, and other services not related to residential solid waste collection. (B/I)*

5. **Employee health insurance**. Franchises must provide health insurance to all full-time employees. (A/I)*

E. Access for inspections, delivery of notices, and retention of records

1. ~~**BPS**~~ **City access to company premises, facilities, and records**. The franchisee must make all company offices and records related to the franchise available for inspection by the City Administrator. This includes but is not limited to vehicles, storage areas, financial records, customer invoices and lists, billing dates, extra charges, amounts received and refunded, phone logs and records related to vehicle maintenance and safety. Notice will be given by phone and inspections will be conducted within 24 to 72 business day hours. (B/I)*

    a. Franchisees must retain at least two years of all customer records necessary for delivery of services, including:

        i. Accounts receivable and payable

        ii. Billing documents

        iii. Customer list

        iv. Customer termination of service

        v. Delinquent account notices

    b. Franchisees must retain at least one year of all customer records necessary for delivery of

services, including:

i. Cart tags used for contamination or improper customer set out

ii. Phone logs

iii. Route records

c. Information requested by the City Administrator or BPS must be provided in the format specified by the City within 14 days or upon inspection of the franchisee office. (B/I)*

F. Rates and billing

1. **Rate calculations**. Rate calculations will be based on a representation of at least 75% of residential customers, or 4 franchisees, whichever is larger.

2. **Established rates**. Franchisee must charge the rate set by the City for each level of service. Franchisees must send a notification to all customers when rates have changed. (A/C)*

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

4. **Billing to be done by franchisee**. Franchisees are responsible for billing all customers in the franchise territory. (D/C)*

5. **Billing address for rental properties**. Franchisees must send the bill to the property owner or property manager of residential rental properties. The bill must be addressed to the property owner and include the service address. The tenant's name will not appear on the bill. (D/I)*

6. **Billing period**. Franchisees must bill customers for regular service either once per month or once every two months but must not bill more than 30 days in advance of the end of the service period or 30 days in arrears of the beginning of the service period. (C/C)*

7. **Advanced billing for customers**. When a customer has a missed or late payment three times in a one-year period, the franchisee can bill two months in advance The franchisee may continue this advanced billing procedure until the customer has consistently paid bills on time for a period of 12 months. (C/C)*

8. **Billing due date**. Customer payments may not be due less than 14 days after the invoice is mailed or emailed to the customer. (C/C)*

9. **Content of customer invoice statement**. The invoice statement must contain the following information: (C/C)*
    a. Invoice date
    b. Invoice number
    c. Franchisee name, address, phone, and email
    d. Customer name and account address
    e. Customer account
    f. Service period
    g. Payment due date
    h. Total amount due
    i. Customer options for payment (credit card, auto-pay, website, check)
    j. Service details:

i. Cost of all services
ii. Garbage size, frequency
iii. Mixed recycling, frequency
iv. Glass recycling, frequency
v. Compost (yard waste/food scraps), frequency
vi. Extra set outs: garbage, yard debris, holiday trees
vii. Bulky service, no container
viii. Bulky service, extra container (drop box/bag)
ix. Replacement container charges
x. Overdue account service charges
xi. Carry over amount brought forward
xii. Terrain charge
xiii. Non-curbside service

10. **Terrain charge**. In areas of the City subject to the terrain charge, a City-provided statement describing the terrain charge must be printed on the bill. (C/C)*

11. **Payment accepted**. Franchisees must accept payment by phone, credit card, auto-pay, website, and check. Customers paying by credit card may not be charged an additional credit card fee. (D/M)*

12. **Extras**. Franchisees must collect extra garbage, yard debris, and holiday trees that customers set at the curb following BPS-preparation instructions. Franchisees must charge the rate set by the City for these "extras." Franchisees must not bill for "extras" in advance. If a customer has disputed extras and the franchisee has removed charges, the franchisee may require the customer to call in advance if they are going to set out extras. (D/I)*
13. **Termination of service**. Franchisees may refuse solid waste collection service to any customer if the customer has not paid any bill that is not the subject of a formal dispute within 45 days of the billing due date. Franchisees must provide written notification to the customer seven days in advance prior to the date of intended termination of service. For rental properties, the franchisee must send written notification to the resident at the service address and the property manager.
    a. **Customer dispute**. Franchisees must refer disputes to BPS for resolution by the City Administrator. If an invoice or a portion of the invoice is the subject of a formal dispute, that invoice or portion of the invoice may not be turned over for collections until resolved by the City Administrator. (C/I)*

14. **Franchisee correction of undelivered bills**. When billing has been delayed due to franchisee's error, the franchisee may bill for no more than a 6 month prior period and is required to provide customers with an extended payment period. The customer has the following options for resolution: (C/C)*

    a. Pay the entire amount at one time; or
    b. Set up a monthly payment plan with back payments no greater than the original monthly amount. For example, if the franchisee is four months delayed in billing, the customer's back payments can be spread over a four-month period.

    c. Franchisees may not impose late charges or finance charges on the time payment plan. If the customer does not follow the time payment plan, then the franchisee may treat overdue amounts in the same manner as any other overdue payments as provided in these rules.

15. **Late fees/service charges**. If a customer does not pay their bill by the due date, the franchisee can charge late fees, including interest and other charges related to the cost of collecting overdue payments, on the customer's next bill.

a. **Late fee start date**. The franchisee cannot start charging late fees until 30 days after the previous bill's due date. (B/I)*

b. **Formal disputes**. The franchisee may not impose service charges on bill amounts that are the subject of formal disputes, unless allowed by the City Administrator in the decision on the formal dispute. (B/I)*

c. **Collection agencies**. If a franchisee submits a customer account to a collection agency, the bill must be considered paid in full when the customer pays the collection agency the amount due. The franchisee cannot make the customer pay for fees charged by the collection agency. (D/C)*

16. **Fees for start/stop service, change of service level, and refunds**

a. **Start-up fee or deposit**. Franchisees may not charge a start-up fee or deposit at the initiation of service. (C/I)*

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

c. **Container delivery fees**. Customers are allowed to change the size of their garbage containers up to two times per year for no charge. After that, additional requests within one per 12-month period will be charged the container delivery rate set by the City. (C/I)*

i. **Container cleaning fee.** Customers requesting cleaning of containers must contact the franchisee directly for this service. Container cleaning services must be provided by the franchisee and charged at the same rate as the roll cart delivery rate set by the City. (C/I)*

ii. **Effective date of service level changes**. Upon customer request, franchisees must adjust the service level to be effective on the next regular service day within a 48-hour notification time. Billing change takes effect on the first service day of the new container level. Franchisees are not allowed to pro-rate service changes daily. (C/I)*

iii. **Payment for on-call service**. Franchisees may require payment at the time of service for on-call services. (C/I)*

iv. **Pro-rate start and stop service**. Customers are allowed to stop or cancel collection service once in a 12-month period for no charge. The 12-month period states when the customer requests the initial stop service. Franchisees may assess a fee not greater than 50% of the customer's monthly rate for any additional stop service requests within that period. When a customer starts or stops service in the middle of a billing cycle, the franchisee will pro-rate customer charges from the first or last week of collection service. Franchisees are not allowed to pro-rate service changes daily. (C/I)*

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

17. **Vacation credit**. A vacation credit is a pause in service charge while a customer is on vacation and must be given to customers who ~~stop~~ pause collection service for a period of two consecutive weeks or longer. Vacation credits are limited to three per calendar year. (C/I)*

18. **Billing errors resulting in overpayment**. When a customer has been overcharged for collection services and this error is undisputed, franchisees must remedy the error and provide a refund to the customer in

the amount overcharged.

19. **Refunds due to customer**. Any refunds due to a customer must be made within 30 days of the franchisee being informed or discovering that a refund is required. (D/I)*

20. **Low-income health-related financial assistance**. Customers that have a health condition related waste and meet specified income criteria may apply for increased garbage service at no additional charge. For example, eligible customers paying for 20-gallon garbage service can receive a 35-gallon garbage cart and customers paying for a 35-gallon garbage service can receive a 60-gallon garbage cart at no additional expense. A customer's participation status in this assistance program ~~shall~~will be kept confidential between the customer's hauler and BPS, unless it is ordered to be disclosed. (A/I)*

~~20.~~21. **Low-income rate assistance.** Customers that meet specified criteria as determined by BPS for this program may receive a bill discount. A customer's participation status in this assistance program ~~shall~~will be kept confidential between the customer's hauler and BPS, unless it is ordered to be disclosed. (A/I)*

G. Formal dispute resolution

1. **Customer dispute**. Upon franchisee's receipt of any dispute from a customer about any bill, charge, or service, excluding property damage, the franchisee must thoroughly investigate the matter and promptly report the results of its investigation to the customer. (A/I)*

2. **BPS intervention**. If a dispute is not resolved by the franchisee to the customer's satisfaction, the franchisee must refer the customer to BPS, including the garbage and recycling hotline (503) 823-7202 or wasteinfo@portlandoregon.gov. (A/I)*

    a. Upon request by the customer or the franchisee, BPS will assist the customer and the franchisee to reach an informal resolution of the dispute.

3. **Customer options**. If such a dispute cannot be resolved informally within 20 days after BPS is notified of the dispute, BPS will advise the customer of the following two options: (B/I)*

    a. The customer may continue to negotiate independently with franchisee, risking a cutoff of service if payment is overdue, or

    b. The customer may request that the City Administrator intervene in a formal dispute, assigning BPS the authority to resolve the dispute. BPS's written notice to the customer will be mailed promptly and include a formal dispute form to be completed by the customer.

4. **Formal dispute process**. In requesting the City Administrator to intervene formally, the customer must complete the formal dispute form and return it to BPS within 15 days of the postmark or email receipt of BPS's written notice. BPS will notify the affected franchisee within seven days of BPS's receipt of such request, transmitting copies of the customer's completed request form and other information. The franchisee must respond in writing within 15 days of the postmark of this material. The franchisee's written response must include facts related to the dispute and all actions the franchisee has taken to resolve the dispute. (B/I)*

5. **City decision**. BPS will decide within 14 days of receipt of the franchisee's written response, or the deadline for the response, if no franchisee response is received. In making this decision BPS will seek further information from both parties as needed. The City Administrator's decision is binding on both the franchisee and the customer. (B/I)*

6. **Customer payment for services outside the dispute**. Pending resolution of the formal dispute, the customer continues to be obligated to pay amounts not involved in the formal dispute.

7. **Continued service delivery while in formal dispute**. A customer who has a formal dispute pending with BPS will be entitled to continued or restored service provided that:

    a. Formal dispute exists in which the facts asserted by the customer entitle the customer to service. (D/I)*

    b. The customer diligently pursues resolution under BPS's rules. (D/I)*

H. Customer educational materials and surveys

The franchisee must participate in BPS-directed promotion and education efforts as outlined below. All information on preparation of recyclables and compostables must be provided by BPS or reviewed and approved by BPS.

1. **Website**. Franchisees must have a customer-facing website that provides Portland-specific information about how to contact customer service, pay their bill, and schedule bulky waste collection. The website must also list or link to City webpages that list: garbage rates, how to set out containers, where to find their collection schedule, how to sign up for the City's weekly reminders, and how to properly sort waste. This information must be updated as needed. (B/I)*

2. **Distribution of educational materials**. Franchisees must distribute BPS-provided educational or informational materials to all customers and residents of rental properties within the Portland Urban Services Boundary. Delivery methods include email, text, print and/or on bills. The notices must be distributed within a timeframe and delivery instructions provided by BPS. Franchisees must send email notifications to customers on BPS request. (B/C)*

3. **New customer educational materials**. Franchisees must mail printed and emailed information about levels of service, rates, sorting instructions, collection service calendar, and description of services to all new customers that own and occupy a property within seven days of account set-up. (B/C)*

    a. For rentals, educational materials must be delivered to both the property manager and renter within seven days of account set-up. (B/C)*

    b. For properties with more than one dwelling unit, educational materials must be provided for each unit within seven days of account set-up. (B/C)*

4. **Adding franchisee information to BPS-provided materials**. When approved by BPS, franchisee is responsible for adding company information, including company name and phone number, to BPS-provided educational materials. (C/C)*

5. **BPS provided educational materials**. Franchisees are encouraged to promote BPS's education and assistance resources to customers wherever possible. BPS will provide comprehensive education and assistance for waste, recycling, and reuse services to all customers. This includes information about waste prevention, reuse, recycling, yard debris and food waste; instructions about the proper preparation of materials for recycling, composting and disposal; education and outreach resources that are accurate, culturally responsive, and reflect local conditions; and timely inclement weather notifications to customers in multiple languages and through a variety of media.

6. **BPS review of franchise educational materials**. Franchisees must provide BPS copies of all educational

materials, communications, and forms to review and approve. Franchisees must share the materials at least 14 days before the materials are sent to customers. BPS can require materials to be resubmitted to assure they align with current rules and best practices. All franchisee website content must be consistent with BPS rules and policies but does not require BPS approval. (C/C)*

7. **Container stickers**. Franchisee must provide BPS-provided stickers (garbage, recycling, compost, glass) to customers within one week of customer's request. (C/I)*

8. **Customer satisfaction survey**. Franchisees are required to share BPS-developed surveys with customers by email, text, print and/or on bills. BPS will give at least 30 days notification before asking franchisees to send surveys.

3.2 Residential program reporting

A. General

Franchisee must maintain information and reports required by BPS, through these rules, the Franchise Agreement, and in City Code Chapter 17.102. (C/I)*

B. Delivery of reports

Franchisees must deliver quarterly records, permit required reports and reports by BPS request. (C/I)*

1. **Report delivery**. Submitted by email at wasteinfo@portlandoregon.gov unless otherwise specified or approved by BPS. (B/I)*

2. **Reporting period**. Reports include monthly data from the following quarterly periods: Jan 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31. (B/I)*

3. **Due dates**. Quarterly reports are due on April 30, July 30, Oct 30, and Jan 30. If the due date falls on a weekend or holiday the due date is the next business day. (B/I)*

4. **Incomplete and incorrect reports**. Franchisees must submit a corrected report to BPS within seven days of receiving notification of incomplete or incorrect reports. (B/I)*

C. Mandatory quarterly reporting

1. **Reporting period**. Reports include monthly data from the following quarterly periods: Jan 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31. (B/I)*

2. **Due dates**. Quarterly reports are due on April 30, July 30, Oct 30, and Jan 30. If the due date falls on a weekend or holiday the due date is the next business day. (B/I)* **ReTRAC connect Reporting Format**. This section of the report is completed through the online reporting service ReTRAC Connect: https://app.re-trac.com/login.

    a. Solid Waste Tons Report for Program Performance report form includes the type of material, receiving facility for material, and tons by month. Report includes categories for:
        i. Garbage, including garbage from dry waste loads delivered to Metro-approved facilities
        ii. Recyclables
        iii. Compostables

3. **Excel Spreadsheet Reporting Format**. This section of the report is submitted through a BPS-formatted Excel spreadsheet:

a. **Customer count report**. This report form includes the number of customers in one-, two-, three- and four-unit dwellings.

b. **Service level report**. For the final month of the quarter, the total of all residential service levels for all accounts (i.e., 20-, 32-, 60-gallon, frequency, etc.).

c. **Contamination report**. Information collected in relation to customer contamination, including date of contamination, customer address, and intervention provided by franchisee. This information is collected through the cart tagging process.

d. **Biodiesel report**. Applies to all collection vehicles and includes fuel purchase receipts, including volumes of biodiesel, to verify renewable fuel requirements.

e. **Back-up collection vehicle report**. Franchisees must submit a report to BPS detailing the monthly miles used by each collection vehicle older than 2007. Mileage limits for trucks older than 2007 are detailed in 3.1~~,. b~~B. 10 of these rules.

D. ~~Annual~~ Other reporting

1. ~~**Post**~~**Annual post-consumer recycled content in containers**. Franchisees must report annually receipts of containers purchased that includes post-consumer recycled content requirements in Exhibit A. A written note from a container vendor is acceptable in lieu of a receipt. (B/I)*

~~1.~~2. **Monthly residential glass collection.** Franchisees must report load tickets and a monthly invoice for all residential glass collection. **(B/I)***

E. Reports and plans by BPS request

~~1. **Diversity, equity, and inclusion plan**. Franchisees must develop and maintain a diversity, equity, and inclusion (DEI) Plan. The DEI Plan must identify steps the franchisee is taking to advance diversity, equity, and inclusion in its company. Plan elements must include: (A/I)*~~

~~a. Actions the franchisee can take to improve the culture of its workplace.~~

~~b. Actions the franchisee can take to advance diversity, equity, and inclusion in its business relationships. This includes working with certified minority-owned and woman-owned subcontractors, vendors, suppliers, and facilities for processing and disposal.~~

~~2.~~1. **Disaster preparedness plan**. Franchisees must submit to the City a written preparedness plan on a form provided by the City demonstrating franchisees' arrangements to provide vehicles and personnel and to maintain uninterrupted service in case of Force Majeure. Franchisees must submit the plan within 60 days after City notification. (A/I)*

~~3.~~2. **Infectious wastes**. Reports must include date of collection and customer rates for service. (D/I)*

~~4.~~3. **Late fees/service charges**. Franchisees must report all late fees and other service charges. (D/I)*

~~5.~~4. **Employee demographics**. Franchisees must track and report demographics of all current employees, including new employee hires. Tracking must be conducted using data collection practices specified by the City and the franchisee must report the results in a format specified by the City upon request. (A/I)*

~~6.~~5. **Set outs report**. For each month, the franchisee must provide the total number of container setouts for recyclables and compostables.

~~7.~~6. **Inventory of Public Utility Commission (PUC) and Oregon license plate numbers**. Upon request, franchisee must provide an inventory of vehicles including current vehicle PUC and/or Oregon license plate numbers. (D/I)*

~~8.~~7. **Overweight containers**. The franchisee must keep a copy of the required notice and documentation and supply the same to BPS upon request. (D/I)*

~~9.~~8. **Bulky waste report**. Franchisees must report the number, date, location, and rates charged for each bulky waste collections by customer.

F. Retention of data and additional information

1. **Data retention**. All data for the above reporting requirements must be retained by the franchisee for a period of two years. BPS has the right to request any relevant nonfinancial information from the franchisee as may be required for the program. Unless otherwise specified in City Code or these rules, information requested by BPS must be provided to BPS within 14 days of a written request. (B/I)*
2. **BPS's right to inspect franchisee information**. As part of an inspection of the franchisee's premises, BPS has the right to inspect other relevant information of the franchisee as may be required for the program, including financial records necessary to verify receipts. (B/I)*
3. **Sales or transfer, interested buyer information**. At the time any franchisee seeks City Administrator approval for the sale or transfer of all or part of a franchise, the buyer and seller must provide BPS with information identifying any person(s) interested in buying the franchise, so BPS may provide courtesy notifications in the case of pending or unresolved City enforcement actions against the franchisee. Franchisees must provide BPS with contact information for any new or existing interested buyers.
4. **Franchise compensation/BPS invoices**. Information obtained from the franchisee and other relevant sources will provide the basis for calculating franchise compensation to BPS. BPS will invoice franchisees no sooner than 30 days after the end of each calendar quarter. Franchisees may, at their discretion, remit payment to BPS prior to invoicing. Should there be a difference between the BPS invoice and the amount paid by the franchisee, the BPS invoice will determine the final billing amount.

3.3 Customer responsibility

1. **Container set-out requirements**
    a. **Standard curbside service**
        i. Containers must be set out at curbside (within 3 feet of the curb).
        ii. Containers must be set out at curbside by 6:00 a.m. on the customer's designated collection day.
        iii. Containers must be removed from the curb and returned to the customer's property within 24 hours of collection.
        iv. To the greatest extent possible, containers must be set out free of obstruction from basketball hoops, mailboxes, and cars. Driveway placement of containers is allowed if on the customer's property.
        v. Containers must not be placed in bicycle lanes.

b. Non-curbside service

i. Containers must be placed in an area that has clear access to the curb and does not jeopardize the health and safety of the franchisee driver. The franchisee driver should not have to move containers through doors, gates, flower beds, hedges, or lawns.

ii. Containers must be placed in an area where they can be accessed by the franchisee driver without going up or down stairs of more than 36 inches total rise or less than 36 inches in width.

iii. Customer must provide for reasonable vertical clearance for servicing containers, including tree trimming according to Portland City Code Section 11.60.060.

2. Containers

a. Customers must use franchisee-provided containers for garbage, recycling, and compost.

b. Glass recycling. The customer can use their own container, but the container must be 16 gallons or smaller and labeled with a "glass only" sticker provided by BPS and must be placed at the curbside with the sticker facing the street.

c. Motor oil recycling. The customer must set out motor oil recycling next to the recycling or glass container. The motor oil must be in a leakproof, clear plastic jug (1 gallon max) with a tightly closed lid.

d. Extra yard debris. The customer may use their own container, but it must be 32 gallons or less and labeled with a BPS-provided "yard debris only" sticker and the sticker must be facing the street. Paper bags or bundles do not need a sticker.

3. **Secure all solid waste**. Container lids must be mostly closed to prevent garbage, recycling, or compost from blowing away. Lightweight garbage materials must be bagged.

4. **Container compaction**. All contents of solid waste containers must fall freely into collection vehicles. Customers must not over compact containers.

5. **Preparation of compost and recycling**. Customers must follow the City preparation requirements for recyclable and compostable materials. For yard debris extra set outs, only yard debris is allowed, not food waste. Recycling must not be bagged; it must be placed loose in the container.

~~5.~~6. **Contamination of recyclables and compostables.** If a customer's mixed recycling or compost roll cart contains significant contamination three times within a 6-month period, the cart may be collected as garbage. In such cases, the customer will be charged the additional garbage fee established in the City's adopted rate schedule, in accordance with the City's contamination reduction protocol.

~~6.~~7. Weight limits

a. 20-gallon containers: 60 pounds

b. 35-gallon containers: 85 pounds

c. 60-gallon containers: 135 pounds

d. 90-gallon containers: 175 pounds

e. Extra yard debris in paper bag or bundle: 40 pounds

~~7.~~8. **Weights and contents for 1- and 2-yard containers**. Franchisees are not required to collect 1-and 2-yard containers exceeding 300 pounds gross loaded contents per loose cubic yard. Customer is responsible for limiting weight of the container and its contents to those set by BPS.

~~8.~~9. **Overweight containers**. When containers are overweight, it is the customer's responsibility to separate materials into additional containers or bags so that weight limits are observed.

~~9.~~10. **Infectious and hazardous waste**. Franchisees are not required to collect infectious and hazardous materials and are required to provide customers with information about proper disposal options. Customers are responsible for arranging for safe disposal.

~~10.~~11. **Liquids**. Liquids are not allowed in any solid waste collection.

~~11.~~12. **Animal wastes/kitty litter**. Animal waste and kitty litter must be bagged separately before placing with other garbage.

~~12.~~13. **Vacation credits**. Customers must communicate with the franchisee one week in advance to set up a pause in service for vacations. Vacation credits are limited to three per year.

~~13.~~14. **Compensation for missed collection**. Customers cannot receive compensation due to missed collections, including missed collections due to weather delays.

~~14.~~15. **Missed collections**. Customers are responsible for prompt notification to the franchisee when problems arise such as apparent missed collections. To be eligible for remedied missed collections, the customer must notify the franchisee within three days of the regularly scheduled collection.

a. **Hauler fault**. Customers are eligible for a refund if missed collections occur three times or more in a 6-month period, see part 3.1~~.~~ A.~~.~~ 9.~~.~~ a. of these rules.

b. **Customer fault**. Customers are responsible for notifying the franchisee when a missed collection occurs due to customer fault and extra garbage set out is needed, see part 3.1~~.~~ A.~~.~~ 9.~~.~~ b of these rules.

~~15.~~16. **Franchisee billing errors**. Customers are responsible for prompt notification of the franchisee when problems arise such as apparent missed collections or billing errors.

~~16.~~17. **Ownership of all containers**. Solid waste containers provided by the franchisee are the property of the franchisee.

~~17.~~18. **Courteous communication**. Customers may not use abusive or threatening language or behavior when communicating with franchisee and/or BPS staff.

3.4 Compliance and enforcement

A. Violations of City Code

For the purposes of compliance and enforcement, violations of City Code will be addressed in the same manner as violations of these Rules. Penalties for violations of City Code will be made in accordance with City Code Section 17.102.090.

B. Standard of proof

Occurrence of an alleged violation must be demonstrated by a "preponderance of the evidence."

C. Investigation of alleged violation

1. **Basis for initiating an investigation**. The City Administrator may initiate an investigation of an alleged violation based on staff observations or a complaint from a member of the public. The City Administrator will maintain the confidentiality of complainants to the greatest extent possible.

2. **Investigation of alleged violation**. The City Administrator will investigate each alleged violation and may contact any known complainant, witness, or the franchisee before deciding whether there is sufficient evidence of a potential violation.

D. Notice of alleged violation

1. **Initial notice**

    a. BPS will notify the franchisee of the alleged violation by phone or email in a timely manner.

    b. The notification will describe the complaint and, if a representative of the franchisee is available, BPS will relate further pertinent available details regarding the alleged violation. Messages left on voicemail or sent by email will be considered as successful delivery of the initial notice.

    c. Initial notice for alleged violations of reporting deadlines will be treated as described under 3.3 of these rules.

2. **Notice of alleged violation**. BPS will mail and email a "notice of alleged violation" to the franchisee within 14 days of the initial notice, except in the case of alleged violations of reporting deadlines. The notice will include all available details that support the alleged violation.

3. **Opportunity to respond**. The franchisee will be given 10 days from the date of emailed or mailed notice of the alleged violations to provide BPS with a written explanation of the pertinent events and circumstances relative to the alleged violation. The City Administrator will use his information to determine if a violation has occurred. The franchisee can request additional time to respond, up to 4 days, for reasonable cause.

E. Finding of no violation

Within 30 days of a City Administrator determination that no violation has occurred, BPS will notify the franchisee in writing of such determination.

F. Notice of violation

1. **Form and delivery of notice**. If the City Administrator determines that a violation has occurred, the BPS Director or the Director's designee will deliver a written notice of violation to the franchisee, specifying the violation and the findings that support the violation and stating the penalty amount and deadline for payment. This notice will also include information on the procedure for requesting a hearing to appeal the determination.

2. **Timeline for notice of violation**. BPS will issue the notice of the violation in a timely manner dependent on the length and complexity of the investigation.

3. **Accumulation of violations**. A notice of violation may be issued for each section of these Rules that is violated and for each day or instance when the violation occurs. More than one violation, involving different sections of these Rules, may be accrued simultaneously.

G. Payment of penalty or appeal

1. **Payment of penalty or appeal**. The franchisee must, within 10 days of BPS' issuance of the written notice of violation and penalty, pay to BPS the stated penalty or request an appeal hearing by the Code Hearings Officer as set forth in Section H.8. below. (D/I)

2. **Payment required upon failed appeal**. If the Code Hearing Officer sustains the finding of violation and penalty, payment of the penalty must be received by BPS or postmarked within 15 days after the decision becomes final. (D/I)*

3. **Interest on penalty**. A penalty that is not paid within the time provided in these Rules will accrue interest at a rate consistent with the City's established accounting practices.

4. **Legal action by the City**. The City may take legal action to collect any penalties that are not paid when due.

H. Penalties

1. **Violation classifications**. Each rule is given a violation notation consisting of 2 letters, such as (A/I).

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

    b. **Second letter**. The second letter reflects the classification of the standard, and whether a violation will be on a "per day," "per class" or "per incident" basis. For example, an (A/I) designation for the standard relating to disposal prohibition means that a $500 assessment would be applied for the first single "Incident" of disposing of properly prepared recyclables within a 365-day period.

2. **Penalty fee and frequency**. A violation of these rules will result in a penalty being assessed in accordance with the following:

    a. Fee amounts

Category	First violation	Second violation	Third/subsequent violations
A	$500	$1000	$1500
B	$400	$800	$1200
C	$300	$600	$900
D	$200	$400	$600

    b. **Penalty frequency**:

        i. "Per class" means a designation given to a classification of a specific section of these rules regulating activity where a single violation consists of the failure to comply with that section of these rules for a multiple-customer base rather than for each affected customer (e.g., for any failure to distribute promotional material provided by BPS).

ii. "Per day" means a designation given to a classification of a specific section of these rules regulating activity where a single violation consists of the failure to comply with that section of these rules any number of times during a single day, regardless of the number of customers affected by the violation (e.g., collection schedule).

iii. "Per incident" means a designation given to a classification of these rules regulating activity where a single violation consists of the failure to comply with that section of these rules on an individual act, occurrence, or customer basis.

c. The City Administrator will consider the following criteria in determining the amount of assessments to be imposed under this section:

i. The nature and extent of the person's involvement in the violation;

ii. Whether the person was seeking any benefits, economic or otherwise, through the violation;

iii. Whether the violation was isolated and temporary, or repeated and continuous;

iv. The length of time from any prior violations;

v. The magnitude and seriousness of the violation;

vi. Whether any criminal prosecutions have occurred in regard to the violations; and

~~iii.~~vii. Other relevant, applicable evidence bearing on the nature and seriousness of the violation.

3. **Compliance plan.** Whenever BPS receives information indicating that a franchisee has apparently committed repeat violations, the City Administrator may require the franchisee to meet with BPS staff to formulate a plan for compliance. The compliance plan will substantially address the nature and pattern of the franchise's history of violations and customer complaints. If BPS and the franchisee agree on a compliance plan, the City Administrator may suspend enforcement action on the pending violation. Failure to adhere to the terms of the compliance plan will be grounds for further action by the City Administrator, up to and including franchise forfeiture.

4. **Excess penalties cause for franchise forfeiture**. Accumulation by a franchisee of violation penalties totaling more than $1,500 per 1,000 residential customers within a 365-day period will be cause for forfeiture of the franchise status. Franchisees with fewer than 1,000 accounts will be allowed $1,500 in penalties. Penalties will be pro-rated for units of customers greater than 1,000 (e.g., for a franchisee with a customer count of 1,700, the threshold of total penalties within a 365-day period will be $2,550, i.e., $1,500 X 1.700 = $2,550).

5. **Effect of sale or transfer of franchise on accumulated violations and penalties**. Whenever the seller or transferor of a franchise retains a substantial interest in the franchise, all accumulated violations and penalties will be carried over to the record of the buyer or transferee.

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

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

   b. Retain a financial interest, other than a pending financial interest, in the business sold or transferred.

For calculating accumulated violation penalties within a 365-day period, any carried over penalties will retain their original dates.

6. **Subsequent violations of the same section**. The incremental increases in violation assessments will apply to subsequent violations of the same section of these rules. The amount of the assessment for a violation will be determined by totaling the number of violations of the same section of these rules that have occurred within the 365 days preceding the date of the occurrence of the violation.
7. **Hearing in the event of forfeiture or suspension**. A franchise may be subject to immediate forfeiture, conditional forfeiture, or suspension under the terms of the franchise agreement, see part 3.5 and 3.6 of these rules. A hearing pursuant to City Code Title 17 will be provided within 10 days of any suspension or forfeiture.

8. **Right of appeal**. Any person receiving a notice of violation and penalty must, within 10 days of issuance of the notice either pay to the City the stated amount of the penalty or request an appeal hearing by the Code Hearings Officer in accordance with procedures set forth in Chapter 22.10 of the City Code. The filing of an appeal request will stay the effective date of the penalty until the Code Hearings Officer renders a determination on the appeal. If the Code Hearings Officers orders payment of the penalty, payment must be received by the Director or postmarked within 15 days after the ~~ruling~~order becomes final.

I. Delivery of notices

Any notice provided for under these rules will be sufficient if in writing and accomplished by any of the following means: (1) delivered ~~personally~~ to the entity being notified; or (2) deposited in the United States mail, first class, postage prepaid; or (3) sent by email. Any such notice, communication, or delivery will be deemed effective and delivered upon the earliest to occur of either: (1) actual ~~personal~~ delivery to the entity's office address, during normal business hours; or (2) 5 business days after depositing in the United States mail as aforesaid; or (3) the same day as an email transmission made before 5:00 p.m. (or the first business day thereafter if emailed after 5:00 p.m. or on a Saturday, Sunday or legal holiday).

3.5 Forfeitures

A. Immediate forfeiture

1. **City Council forfeiture declaration**. According to the terms of the Franchise Agreement adopted by the City Council and signed by each franchisee, the City Council may declare an immediate forfeiture of a franchise, and all the franchisee's rights arising thereunder, if:

    a. The franchisee accrues penalties more than the allowable limit for failure to comply with these rules; or

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

2. **Notice of immediate forfeiture**. If the City Administrator determines that a franchise is subject to immediate forfeiture, BPS will notify both the franchisee and the City Council of the determination. BPS will notify the franchisee of immediate forfeiture via printed letter by next day courier, email, and phone call using the franchisee contact information as last provided to BPS by the franchisee.

    BPS will also mail a courtesy copy of the notice of immediate forfeiture to any interested buyers, providing that such interested buyer has previously been identified as such to BPS in writing, including a

mailing address. This mailing will occur on the same day as the mailing to the franchisee. If an interested buyer of the franchise has not been identified to BPS, as required under the reporting section of these rules, BPS has no notification obligation.

After receiving a notice of immediate forfeiture, the franchisee must provide to BPS a customer route and service list. The franchisee must provide this list to BPS no later than 21 days after the date on which BPS personally delivered the notice of immediate forfeiture to the franchisee's office address. This list must be in Excel format and include the following for all solid waste customers:

a. Customer name.

b. Service addresses.

c. Payment status, including unpaid bills for past service, paid bills for current and future services.

d. Service levels, including frequency and service day of all solid waste customers. (A/I)*

3. **Interested buyer of a franchise**. If an interested buyer of a franchise has been listed on the qualified list as provided under these rules, then that company has 48 hours in which to give BPS adequate assurance that is can and will provide continuous service. If the City Administrator is satisfied with the assurance, they will make a recommendation to the City Council that the franchise be transferred to the interested buyer of the franchise. The Council has the final authority to review and act on this recommendation.
4. **Replacement franchisee**. If there is no interested buyer that can accept a transfer of the franchise, the City will, as outlined elsewhere in these rules, take steps to select a replacement franchisee or temporary service provider.
5. **Recommendation to City Council**. BPS will prepare findings and a recommendation for the City Council concerning the immediate forfeiture of the franchise. BPS will also provide the City Council with the name of the recommended replacement franchisee or temporary service provider selected by the City Administrator, including any selection made through a lottery. The findings and recommendation will be in the form of an ordinance submitted to the City Council.
6. **City Council action**. The City Council will determine whether an immediate forfeiture should be declared. If the City Council declares an immediate forfeiture, the City Council will review the BPS recommendations and appoint a replacement franchisee or temporary service provider to service the former franchisee's territory.
7. **Remittance of franchisee's revenue to BPS**. If the immediate forfeiture is declared, the former franchisee must remit to BPS all revenue received for any services to be provided after the date of the forfeiture. If any such revenue has been received by the franchisee before the date of the forfeiture declaration, the franchisee must remit it to BPS within 15 days after City Council's declaration. If any such revenue is received on or after the date of the declaration, the franchisee must make a remittance to BPS within 15 days of its receipt. Accompanying these remittances, the franchisee must provide an accounting of them by customer name, service address, and billing period. The City may proceed against the franchisee directly if the franchisee does not remit these revenues as described, or if the franchisee's remitted revenues are not sufficient to cover the costs of providing replacement services.
8. **BPS notice to affected customers**. If the immediate forfeiture is declared, BPS will attempt to notify all affected customers of the forfeiture, informing them of their new franchisee or service provider, directing them to whom future services payments should be submitted, and providing such other

information as BPS deems pertinent.

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

B. Conditional forfeiture

1. **Notice of conditional forfeiture**. If the City Administrator determines that any of the events listed below has occurred and conditional forfeiture is warranted, BPS will mail a written notice of initiating the conditional forfeiture process to the franchisee's office address. BPS will notify the franchisee of the conditional forfeiture via printed letter by next day courier, email, and phone call to the franchise contact information as last provided to BPS. Conditional forfeiture may occur upon any of the following events:
    a. The franchisee fails to comply with any provision of the franchise.
    b. The franchisee fails to obtain and maintain any permit required by the City or any federal, state, or other regulatory body.
    c. The franchisee's noncompliance with the solid waste collection standards creates a hazard to public health or safety.
    d. The franchisee fails to maintain any insurance required by the franchise.
    e. Other cause exists for the forfeiture of the franchise.

    BPS will also mail a courtesy copy of the notice of conditional forfeiture to any interested buyer of the franchise, providing that such interested buyer has previously been identified as such to BPS in writing, including a mailing address. This mailing will occur on the same day as the mailing to the franchisee. If an interested buyer of a franchise has not been identified to BPS, as required under the reporting section of these rules, BPS has no obligation to notify such interested buyer.

2. **Interested buyer of a franchise**. If an interested buyer of a franchise has been listed on the qualified list as provided under part 3.6 of these rules, then that company has 48 hours in which to give BPS adequate assurance that it can and will provide continuous service. If the City Administrator is satisfied with the assurance, they will make a recommendation to the City Council that the franchise be transferred to the interested buyer of the franchise. City Council has the final authority to review and act on this recommendation.

3. **Content of the notice**
    a. The written notice of conditional forfeiture will inform the franchisee that conditional forfeiture has been initiated, and the grounds for the City Administrator's determination. The notice will also inform the franchisee that unless the stated reason for the forfeiture has been cured within 30 days of the date on which the notice was ~~personally~~ delivered to the franchisee's office address or the franchisee initiates efforts satisfactory to the City to remedy the stated

reason and the efforts continue in good faith, City Council will consider the franchise violation and may suspend or terminate all the franchisee's rights and provide for temporary or permanent replacement services for the franchisee's territory.

b. The written notice of conditional forfeiture will also include a request for customer service and billing information as described in B.6 ~~and B.7~~. below, including deadlines for submittal of the information to BPS.

4. **Franchisee's opportunity to respond**. The franchisee must respond in writing to the BPS notice within 14 days of the date on which BPS ~~personally~~ delivered the notice to the franchisee's office address, stating the course of action that the franchisee intends to follow to remedy the situation. The franchisee must attend a meeting scheduled by BPS within 28 days of the date on which BPS personally delivered the notice to the franchisee's office address, to report on progress made, if any, toward curing the franchise violation(s).

5. **Franchisee remedy**. The franchisee's actions to remedy the situation must include, but not be limited to:

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

6. **Provision of franchisee's customer route list**. After receiving a notice of conditional forfeiture, the franchisee must provide to BPS a customer route and service list. The franchisee must provide this list to BPS no later than 21 days after the date on which BPS personally delivered the notice of conditional forfeiture to the franchisee's office address. This list must be in Excel format and include the following for all solid waste customers:

   a. Customer name.

   b. Service addresses.

   c. Payment status, including unpaid bills for past service, paid bills for current and future services.

   d. Service levels, including frequency and service day of all solid waste customers. (A/I)*

7. **Discontinuance and extension of forfeiture process**. If, at any time, the City Administrator is satisfied with the franchisee's efforts to cure the franchise violation(s) identified in the notice of conditional forfeiture, they may discontinue the conditional forfeiture process. If circumstances warrant, such as a pending sale of the franchise where satisfactory customer service is being provided, the City may exercise its discretion to extend the time allowed for franchisee to cure the franchise violation(s).

8. **BPS follow-up notice**. On or before the 30th day following the date on which BPS personally delivered the notice of conditional forfeiture to the franchisee's office address, BPS may send to the franchisee a notice of its intent to proceed with or discontinue the conditional forfeiture process.

9. **Replacement franchisee**. BPS the City Administrator will, as provided for in these rules, take steps to select a temporary service provider or replacement franchisee.

10. **Recommendation to City Council**. BPS will prepare findings and a recommendation to the City Council concerning the conditional forfeiture of the franchise rights. BPS will also provide to the City Council the name of the recommended replacement franchisee or temporary service provider selected by the City Administrator, including any selection made through a lottery. The findings and recommendations will be in the form of an ordinance submitted to the City Council. The City Administrator will submit this

ordinance to the City Council at any time after the 30th day following the date on which BPS personally delivered the notice of conditional forfeiture to the franchisee's office address.

11. **City Council action**. City Council will determine whether the franchisee has failed to comply with the terms of the franchise agreement, and if so, whether a conditional forfeiture should be declared.

12. **Remittance of franchisee's revenue to BPS**. If the conditional forfeiture is declared, the franchisee must remit to BPS all revenue received for any services to be provided after the date of the forfeiture. If any such revenue has been received by the franchisee before the date of the forfeiture declaration, the franchisee must remit it to BPS within 21 days after the Council's declaration. If any such revenue is received on or after the date of the declaration, the franchisee must make a remittance to BPS within 21 days of its receipt. Accompanying these remittances, the franchisee must provide an accounting of them by customer name, service address, and billing period. The City may proceed against the franchisee directly if the franchisee does not remit these revenues as described, or if the franchisee's remitted revenues are not sufficient to cover the costs of providing replacement services as determined by BPS.

13. **BPS notice to affected customers**. If the conditional forfeiture is declared, BPS will attempt to notify all affected customers of the forfeiture, informing them of their new service provider, directing them to whom future service payments should be submitted, and providing such other information as BPS deems pertinent.

14. **Rights affected by forfeiture**. Until the City Council has declared that the franchise is forfeited, the franchisee may seek to sell or transfer the franchise, requesting City approval of the sale or transfer, under the provisions of the franchise agreement. Once the City Council has declared the franchise is forfeited, the former franchisee will have no rights to provide residential collection service in any franchise territory within the Portland Urban Services Boundary, nor will the former franchisee retain any right to sell, transfer, or otherwise convey the former franchise. Any rights and revenues that the franchisee may have as a permitted commercial hauler will not be affected by the forfeiture of the residential franchise.

3.6 Addition or replacement of franchisee

A. Selection of new or replacement franchisee

1. **Establishment of qualified list**. At any time, BPS may issue a request for qualification (RFQ) for providing residential solid waste service in the City for any reason, including replacing a conditionally or immediately forfeited franchise. BPS will advertise this request in a Portland newspaper of general circulation, and will notify all existing franchisees by mail~~by email~~, using their office addresses currently on record with BPS. In addition, BPS will notify any parties who are in the process of buying an existing franchise, and whose names and email addresses have been furnished to BPS. BPS will use the following process to create and maintain a list of qualified applicants.
    a. Applications for qualification are not limited to existing franchisees.
    b. BPS will provide forms to be completed by applicants and will ask that applicants submit qualifications for service in one or both of two categories: service for 1750 Customers or fewer, or service to more than 1750 Customers. BPS may issue an RFQ for one or both categories.
    c. The information to be submitted by each applicant to BPS must include all the following, and such other information deemed necessary and requested by BPS:
        i. A statement of the number of total residential accounts that the applicant can serve,

including the applicant's current residential accounts in the City, if any, not to exceed 40% of the total City customer base.

ii. Evidence that the applicant can provide adequate labor and equipment to service the customers for collection of solid waste.

iii. Evidence that the owner(s) or manager of the company has a record of experience in providing solid waste collection services.

iv. Evidence of the applicant's ability to handle administrative tasks for all customers, including but not limited to billing, customer service, and distribution of information.

v. A list of the applicant's credit references, including all bank accounts, creditors, and lessors, including names, phone numbers, addresses, and account numbers.

vi. If the applicant is not a current City franchisee, a list of all other jurisdictions in the United States in which the applicant or its affiliates have~~has~~ provided solid waste collection services within the past 5 years. "Affiliate" for purposes of this rule includes an entity that is the subsidiary of another entity; two entities that are subsidiaries of the same entity; and two or more entities are controlled by the same separate entity. This list must include contact information for each jurisdiction's officials responsible for overseeing these services.

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

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

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

i. The applicant's record of residential infractions within the previous 2 years.

ii. The applicant's record of timeliness in payment of fees to BPS and Metro.

iii. The adequacy of the applicant's labor and equipment plans for servicing all customers, existing and additional.

iv. An analysis of BPS's and the applicant's records of customer complaints and calls, including types and relative importance.

v. The applicant's record of timeliness in submitting regular reports and other information requested by BPS.

vi. Consideration of the applicant's financial, management and operational information which BPS has a right to inspect under the franchise agreement. If the applicant is not a franchisee, then the applicant must make available to BPS the same or equivalent information that would be available from a franchisee.

vii. Any other information that BPS deems relevant.

f. Based on the evaluation of their qualifications, BPS will establish a list of qualified applicants (hereinafter referred to as the qualified list).

g. The qualified list will be updated when necessary.

2. **Final selection of a new or replacement franchisee**.

a. **Screening qualified list**. Whenever BPS anticipates a need for a new or replacement franchisee, the City Administrator will use its qualified list to select a franchisee. BPS will first give 48 hours' notice to any interested buyer in the process of purchasing a franchise for the affected franchise if such interested buyer is on the qualified list. Within that 48-hour period, the interested buyer can give BPS adequate assurance that it can and will provide continuous service to the customers in the affected area. If the City Administrator is satisfied with the assurance, they will make a recommendation to the City Council that the franchise be transferred to the interested buyer. City Council has the final authority to review and act on this recommendation.

If the interested buyer is not appointed by the City Council to take over the franchise, or the interested buyer declines the Council's appointment, BPS will make the final screening of the qualified applicants list considering maximizing efficient operations, minimizing additional costs, and providing continuous, satisfactory service to the area affected at the time. BPS will screen the final list to select the applicant(s) BPS finds qualified, based on the following factors, and such other information which BPS determines to be relevant to the decision:

i. The number of customers in the affected area.

ii. The applicant's number of residential infractions and customer complaints per 1,000 customers during the past 2 years.

iii. The applicant's ability to service customers in the affected area on their current service day.

iv. The applicant's capability of providing recycling collection to the affected territory on the same day as solid waste collection.

b. **Dividing the territory**. The City Administrator may choose to divide the affected area to be served between 2 or more franchisees to provide the most efficient service. In assigning the affected area, they will attempt to minimize changes in customers' service schedules.

c. **Appraisal**. BPS will secure an independent appraisal of the value of the franchise. If the franchise territory may be divided into parts, BPS will secure appraisals of the parts.

d. **Notification of applicants on final list**. Once the qualified list has been screened to obtain a final list, and the appraisal obtained, all companies on the final list will be notified of the appraised value and offered an opportunity to accept or decline to participate in the final selection process. They will be informed that the selected franchisee(s) will be offered an opportunity to purchase the franchise from the City at the appraised value and that they should be prepared to proceed with the purchase if they intend on participating in the selection process.

Applicants who fail to respond to BPS within 7 days will be dropped from the list. It is within

BPS's discretion to extend this time limit for good cause.

e. **Lottery**. If, in the exercise of its discretion, the City Administrator finds that 2 or more companies are equally qualified, they may elect to conduct a lottery to select a franchisee. Those eligible for the lottery will be those who have passed the final screening of the qualified list. If the City Administrator elects to conduct a lottery, it will be conducted under the supervision of an independent accounting firm. It is within the discretion of the City Administrator to make a choice based on service-related qualifications or to proceed with a lottery.

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

g. **Response required**. Any applicant notified of its tentative selection must respond to BPS in writing within 5 days, declaring their intent to accept or decline the opportunity to purchase the franchise and serve as a franchisee, if offered by the City Council. It is within BPS's discretion to extend this time limit for good cause. Acceptance must include a commitment to begin service on the day specified by BPS.

3. **City Council action**. After receiving the report from BPS, the City Council will make the final appointment of a franchisee for any affected area. The franchisee will be required to sign a franchise agreement for service in the affected territory.

4. **Provisional status**. Until BPS has received full payment of the purchase price, all title and rights to the franchise will be vested in the City and the replacement franchisee will be considered a provisional franchisee. If payments are not made according to the payment terms described in these rules or any terms subsequently adopted by the City Council, the provisional franchise will be considered automatically terminated and BPS will retain all payments already received.

5. **Payment terms**. The replacement franchisee must pay 100% of the appraised value of the franchise to BPS no later than 12 months after the effective date of the Council ordinance. If the amount has not been paid in full to BPS within 30 days, payments must be made monthly, amortized over 12 months.

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

6. **Provision of records to replacement franchisee**. As soon as practical, BPS will provide to the franchisee copies of all customer records, if any, which have been provided to BPS by the previous franchisee or temporary service provider.

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

B. Selection of temporary service provider

1. **Restricted to existing franchisees**. The circumstances in which the City would appoint a temporary service provider demand a sudden assumption of duties, where a company must quickly step in to provide satisfactory and uninterrupted collection services. In such a case, if it serves the public interest

for the City to appoint a company, such company must have a demonstrated record of satisfactory service in Portland and high level of familiarity with Portland City Code and these rules governing the collection of solid waste. To ensure this immediate but temporary assumption of responsibility, the City Administrator will consider only existing franchisees to be qualified as temporary service providers.

2. **Use existing qualified list**. The City Administrator will use its existing qualified list, described above, in selecting a temporary service provider. Companies that are not existing franchisees~~,~~ will be eliminated from the qualified list for this purpose. BPS will notify franchisees on the qualified list that they can participate in the selection of temporary service provider. Those franchisees who fail to respond to BPS within 7 days will be dropped from the qualified list for the selection of the temporary service provider. It is within BPS's discretion to extend this time limit for good cause.

3. **Method of selecting a temporary service provider**. From among the franchisees remaining on the qualified list, the City Administrator will use criteria listed above under A.2., "Final selection of a new or replacement franchisee," to either choose a temporary service provider(s) or create a lottery eligible list for the affected franchise area. It is within the discretion of the City Administrator to choose one temporary service provider based on service-related qualifications or to proceed with a lottery.
4. **Lottery**. A lottery conducted to select a franchisee as a temporary service provider will be conducted as described above under section A.2. above. The chosen franchisee will not be required to post any bond or make any payment to BPS for this temporary appointment.

5. **BPS notification**. BPS will notify the franchisee(s) tentatively chosen as temporary service provider(s) of the day when temporary service is anticipated to begin. If BPS deems it practical, BPS will give this notice at least 7 days in advance of that day.

6. **Franchisee's response required**. Any franchisee so notified must respond promptly to BPS in a manner directed by BPS, stating their intent to accept or decline the appointment as a temporary service provider if offered by the City Council. Acceptance must include a commitment to begin service on the day specified by BPS. Failure to begin service on that day will constitute a rejection of the appointment to serve as a temporary service provider and will cause the City to choose another temporary service provider.

7. **Length of service**. The City Administrator will specify an anticipated length for the temporary provision of services.

8. **City Council appointment**. Following a recommendation by the City Administrator, the City Council will make the final appointment of temporary service provider(s) for any affected area and will specify the duration of the temporary service provision.

9. **Customer records**. BPS will provide to the temporary service provider such customer records as have been provided by the previous franchisee for the area. It is the temporary service provider's responsibility to prepare complete customer service and billing information, using whatever route research and customer contacts are necessary.

10. **Applicability of rules to temporary service providers**. All provisions of these rules apply to franchisees during any appointment as a temporary service provider. Due to the unusual circumstances of swiftly substituting a new service provider, especially when the previous franchisee may not have cooperated in the transition, the City Administrator may relax enforcement of these rules to ensure a smooth transition.

11. **Billing responsibility**. The temporary service provider must bill the temporarily assigned customers according to these rules.

12. **Reimbursement of costs for temporary service**.

    a. The City Administrator will guarantee the temporary service provider revenues to cover the costs of providing the appointed temporary service. The amount to be guaranteed will be stated by the City Administrator in its selection process for a temporary service provider. To receive any such guaranteed revenue from the City Administrator, the temporary service provider must provide information as requested by BPS.

    b. Such revenues will be based on the "revenue potential" for the affected area. This "revenue potential" is an amount equal to the revenues that would be collected for basic services in a one-month period, as reflected on the most recent records provided to BPS by the former franchisee for the affected area, modified by customer service changes recorded by the temporary service provider during the temporary service period. "Extras," such as non-curb service or extra containers of solid waste will not be included when calculating the "revenue potential." Any applicable "terrain charges" will be included. If the former franchisee has not provided BPS with complete customer lists, BPS will use the customer counts and service level information provided in the quarterly reporting requirements and will work with the temporary service provider to determine the actual number of customers and service levels. In such cases, ~~BPS~~ the City Administrator retains the right to make a final decision on the amount of the "revenue potential."

    c. Depending on BPS's ability to provide the temporary service provider with customer route, service, and billing records, or other circumstances, the City Administrator may guarantee an amount more than equal to the "revenue potential" for the first months of service.

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

    e. The temporary service provider must provide BPS with records of all revenues received from temporary customers in applying for the City guaranteed revenues. In calculating the amount to be paid to the temporary service provider, the City Administrator will deduct actual revenue received for regular services, including any applicable terrain charges. Revenue for any "extras," such as non- curbside service or extra solid waste, will not be deducted by the City Administrator in calculating the balance of the amount guaranteed to the temporary service provider.

13. **Provision of customer information to BPS**. During the period of temporary service provision, BPS may require the temporary service provider to submit complete customer route, service, and billing information, to assure customer service and to prepare for an orderly transition to the replacement franchisee. The temporary service provider must provide this information to BPS within 30 days of BPS's request. (B/I)*

3.7 Mediation

Upon notice from a franchisee to BPS that a dispute exists that is not covered by the residential compliance and enforcement section of these rules, the City Administrator and the franchisee will meet with a mutually acceptable mediator in an attempt to resolve the dispute.

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

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

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

Exhibit A

Garbage container specifications

a. Standard cart size options for customers will be in 20-, 35-, 60- and 90-gallon size roll carts.
b. Body and lid color will be gray. Pantone Matching System (PMS) colors 424C, 431C and Cool Gray 11C are acceptable. Other shades of gray may be allowed if approved by BPS in advance of container purchase. For purposes of indicating on-call, every-four-weeks customers, and 32-gallon converted 20-gallon service, franchisees can use black lids on containers.
    i. A BPS-designed in-molded label must be included on lid. Vendors who cannot meet specification below must contact BPS.
        - Minimum 60 gallon and 90 gallon in-molded label (13" X 4) or (11" X 3.25").
        - Minimum 20 gallon and 35 gallon in-molded lid label (11" X 3.25").
c. Minimum 30% post-consumer recycled plastic content.
d. Ten-year warranty for supplies and services – free from defects in material or workmanship and resistance to weathering while in normal use.
e. Hot stamping specified below:

    Quality hot stamping required. Gray garbage containers must be permanently marked in bright white color.

    Exterior markings – Lid
    The City of Portland and the waste hauler or recycler take no responsibility for injury or damage resulting from any use other than the container's intended purpose.
    This container is made of 30% post-consumer recycled plastic and is designed for the express purpose of holding garbage.

    Exterior markings – Side 1
    Line 1 Text: Garbage Only
    It is acceptable to place the above side markings (Side 1) on each side of cart for those haulers who want carts without their logo.

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

Recycling container specifications

a. Standard cart size will be minimum 60 gallon, opt-down size is minimum 35 gallon.
b. Body and lid color will be blue. PMS colors Reflex Blue C, 662C, and 287C are acceptable. Other shades of blue may be allowed if approved by BPS in advance of Container purchase.
    i. A BPS-designed in-molded label must be included on lid. Vendors who cannot meet specification below must contact BPS.
        - Minimum 60 gallon in-molded lid label (13" X 4").
        - Minimum 35 gallon in-molded lid label (11" X 3.25").
c. Minimum 30% post-consumer recycled plastic content.
d. Ten-year warranty for supplies and services – free from defects in material or workmanship and resistance to weathering while in normal use.
e. Hot stamping specified below:
    Quality hot stamping required. Blue Recycling containers must be permanently marked in bright white color.

Exterior markings – Lid
The City of Portland and the waste hauler or recycler take no responsibility for injury or damage resulting from any use other than the container's intended purpose.
This container is made of 30% post-consumer recycled plastic and is designed for the express purpose of holding recyclable materials.

Exterior markings – Side 1
Line 1 Text: Portland
Line 2 Text: Recycles!
Line 3 Logo: Chasing arrow recycling logo (prefer filled logo)
Line 4 Text: This container is the property of your hauler.
It is acceptable to place the above side markings (Side 1) on each side of cart for those haulers who want carts without their logo.

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

Compost container specifications

a. Standard cart sizes will be minimum 60 gallon, opt-down is minimum 35 gallon.
b. Body and lid color will be green. PMS color 347 is acceptable. Other shades of green may be allowed if approved by BPS in advance of container purchase.
   i. A BPS-designed in-molded label must be included on lid. Vendors who cannot meet specification below must contact BPS.
   ii. 60 gallon in-molded lid label (13" X 4").
   i. 35 gallon in-molded lid label (11" X 3.25").
c. Minimum 30% post-consumer recycled plastic content.
d. Ten-year warranty for supplies and services – free from defects in material or workmanship and resistance to weathering while in normal use.
e. Hot stamping as specified below:
   Quality hot stamping required. Green compostables containers must be permanently marked in bright white color.
   Exterior markings – Lid
   The City of Portland and the waste hauler take no responsibility for injury or damage resulting from any use other than the container's intended purpose.
   This container is made of 30% post-consumer recycled plastic and is designed for the express purpose of holding compostable materials.

   Exterior markings – Side 1
   Line 1 Text: Portland
   Line 2 Text: Composts!
   Line 3 Logo: Apple core logo (Contact BPS for specific apple core graphic design to use)
   Line 4 Text: This container is the property of your hauler.
   It is acceptable to place the above side markings (Side 1) on each side of cart for those haulers who want carts without their logo.

Exterior markings – Side 2
Line 1 Text: Portland
Line 2 Text: Composts!
Line 3 Text: YOUR HAULER IS
Line 4 Text: Hauler name & logo
Line 5 Text: Hauler phone number and website

Glass container specifications

Franchisee must provide one recycling container to each customer household. Each container must meet the following requirements.

a. Each container must have a volume of no less than 1.8 cubic feet (13.5 US gallons) and no more than 2.1 cubic feet (16 US gallons).
b. The minimum interior bottom dimensions are 12" and 17".
c. The container is to be rectangular shaped (not round).
d. The container must have a handle at least on each end.
e. The containers must be manufactured from high density polyethylene and will contain a minimum of 25 percent by weight post-consumer recycled (PCR) content. Upon City request, franchisee must supply to City a letter from the vendor certifying that the PCR resin meets this 25% standard.
f. There must be at least four ½ inch drain holes in the bottom surface of the container, with uninterrupted drainage retention canals.
g. On one of the short ends of the container, the franchisee may place a sticker or hot-stamped printing giving the franchisee's name and phone number. Any such message must be in at least 36-point type, with a high contrast between text and background colors. If a sticker, it must not obscure any of the wording or logo required above.
h. Containers must be 490 Orange or OR11 ROC Van Zyverden.
i. Quality hot stamping required. Orange glass recycling containers must be permanently marked in bright white color.

Hot stamped in bright white, 18-point Arial, except "Portland Recycles!", which is to be in 110 point, Times New Roman. The recycling logo is to be 3.25" to 3.75" high, width proportional:
On both long sides:

Portland Recycles!

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

On one short end:
This recycling container is the property of the waste hauler and is to remain at the address to which it was delivered.

This container contains 25% post-consumer recycled plastic.
This container is designed for the express purpose of holding recyclable

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