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DTDcompliance@clackamas.us | **503-742-4400**.

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Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **DTDcompliance@clackamas.us** | **503-742-4400.**

Clackamas County
www.clackamas.us

CLACKAMAS COUNTY

DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD I OREGON CITY, OR 97045

AGENDA

SOLID WASTE COMMISSION MEETING

Date: Thursday, November 12, 2026

Time: 3 - 4:30 p.m.
Room 118

Department of Transportation and Development
Development Services Building
150 Beavercreek Rd
Oregon City OR 97045

Zoom Meeting Information
https://clackamascounty.zoom.us/j/89992378613 |
Telephone Option: 1-971-247-1195 | Meeting ID: 899 9237 8613

AGENDA ITEMS

1. **Introductions**
2. **Approve May 12, 2026 Meeting Minutes**
3. **Discussion Item: Solid Waste Commission Bylaws**
4. **Action Item: Administrative Rules**
5. **Action Item: Franchise Transfer – Arrow to Hoodview**
6. **Action Item: Transfer Station Franchise Renewal**
7. **General updates**
8. **Public comment**

Commissioners unable to attend, please contact:
Kate Taylor at (503) 742-4455 or ktaylor1@clackamas.us

CLACKAMAS COUNTY

DAN JOHNSON
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DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

AGENDA

SOLID WASTE COMMISSION MEETING

Date: Tuesday, May 12, 2026

Time: 3:30 p.m. - 5 p.m.
Room 118

Department of Transportation and Development
Development Services Building
150 Beavercreek Rd
Oregon City OR 97045

Zoom Meeting Information
https://clackamascounty.zoom.us/j/83725470972
Telephone Option: 1 253 215 8782 | Meeting ID: 837 2547 0972

AGENDA ITEMS

1. Introduction
2. Approve January 22, 2026, meeting minutes
3. Annual review of solid waste collection system
4. Public comment
5. Vote on recommendation
6. General updates
7. Public comment

Commissioners unable to attend, please contact:
Kate Taylor at (503) 742-4455 or ktaylor1@clackamas.us

MEETING MINUTES

SOLID WASTE COMMISSION MEETING
Thursday, May 12, 2026
3:30 - 5 p.m.
Room 118
Department of Transportation and Development
Development Services Building
150 Beavercreek Rd
Oregon City OR 97045

This meeting was recorded and can be found here:
www.clackamas.us/recycling/solid-waste-commission

Numbers in parenthesis, e.g. (0:03:06), are recording timestamps

Members Present: Chair Chad Oyler, Will Mathias, Cheryl Bell, Dawn Loomis (Zoom), and Julie Hamilton.

Staff (DTD Sustainability & Solid Waste): Rick Winterhalter, Tenille Beseda Fillwock, Kate Taylor, Angela Dunham, Oydin Arifdjanova

Guests:
Amanda Bennetts (Waste Connections), Kris Wright (Waste Connections), Greg Moore (Waste Connections), Dan Blue (Recology), Dave Huber (WM), Pam Bloom (B&B Leasing)

Introductions (0:00:10)
Meeting called to order by Chair Oyler **(00:02:08)**
Commissioners, staff, and guests introduce themselves

Approval of January 22, 2026 Meeting Minutes (00:02:14)
Motion: Approve minutes as presented, Cheryl Bell
Second Motion: Will Mathias
Motion: Adopted (unanimously)

Annual Solid Waste Collection System Review (Presentation-00:04:02)
Kate Taylor presented regarding this year's results, proposed fee changes (cart, container, drop box, medical waste, and transfer station), and the proposed residential reduced fee program. Please see the Meeting Packet and the attached PowerPoint for details.

Public Comment (00:15:47)

- Pam Bloom from B&B Leasing, also as a representative of Clackamas County Refuse & Recycling Association (CCRRA), brought up key points to the conversation:
    - Support for rate review process
    - Concern that proposed increase may be below needed level
    - Emphasized rising costs (fuel, labor, insurance)
    - Requested approval of hauler-requested rates

Commission Discussion (00:25:10)

- Dawn Loomis asked about what programs would qualify for the reduced fee program eligibility. Staff responded that included programs would be SNAP, OHP, TANF, WIC, LIHEAP, and HUD assistance.
- Chair Oyler asked about the regional landscape for reduced fee programs. Staff responded with a summary of their research which included the local region and some out-of-state jurisdictions.
- Chair Oyler asked about the estimated number of participants in the reduced fee program. Staff responded that the estimate of 2,000 came from what was shared in the detailed cost reports.
- Chair Oyler inquired about who would qualify and the response is that this is a residential program focused on single-family cart service only.
- Chair Oyler asked what the mechanism is for controlling costs. Staff responded that these are the costs and numbers that were presented and some adjustments were made. Will Mathias also shared that Bell and Associates does look at predictive testing and labor costs.
- Cheryl Bell asked what the typical discount is for the residential reduced fee. Staff responded that the majority of the garbage and recycled reduced fee programs in the region offer a 75% discount, but the utilities generally offer a 50% discount. Clackamas County Water Environment Services offers a 50% discount.
- Chair Oyler asked about the transfer station pricing structure (volume-based versus weight-based). Staff responded that the transfer station pricing structure is intended for community members coming in with pickup truck loads.
- Chair Oyler asked if the fee increase would include the reduced fee program? Staff responded that if the SWC recommends the program and Board of County Commissioners approve it, the program will be included in the fees approved.
- Chair Oyler asked if medical waste can go out of state and if it goes through the franchise system. It can and does go out of state and does go through the franchise system via subcontracting.

Commission Vote (00:41:33)

1. 2026 Rate Increases
   Motion: Approve as proposed, Dawn Loomis
   Second: Julie Hamilton
   Motion: Passed – 3 in favor and 2 abstentions (Cheryl Bell, Will Mathias)
    - After the motion passed, Chair Oyler stated that costs do need to be managed. It will be challenging for all involved if costs continue to come in over estimates. Will Mathias responded that unknowns do affect the situation, as the estimate is mostly looking at known and measurables.

2. Reduced Rate Program
   Motion: Approve 75% discount option, Chair Oyler
   Second: Dawn Loomis
   Motion: Passed – 3 in favor and 2 abstentions (Cheryl Bell, Will Mathias)

3. Medical Waste Fee Updates
   Motion: Approve proposed updates Chair Oyler
   Second: Julie Hamilton
   Motion: Passed – 3 in favor and 2 abstentions (Cheryl Bell, Will Mathias)

4. Transfer Station Fee Increases
   Motion: Approve proposed increases as presented, Julie Hamilton
   Second: Dawn Loomis
   Motion: Passed – 4 in favor and 1 abstention (Cheryl Bell)

General Updates (0:50:25)
Recycling Modernization Act implementation is underway. Contamination reduction efforts started with consultant support and Angela Dunham will be working on the project and taking it to the next level.

Chair Oyler asked about the status of composting. Rick Winterhalter responded, stating that the program has hired two temporary staff to assist in this work, and the commercial composting program has achieved close to 80% participation. Commercial food waste is all going to Metro Central, and they're discussing getting a de-packager. From there it could go to multiple composting sites.

Public Comment (Final 00:54:14)
No additional comments

Adjournment (00:55:20)
Motion: Adjourn the meeting, Will Mathias
Second: Julie Hamilton
Motion: Meeting adjourned at 4:58 pm.

Annual Review of Solid Waste Collection System

5/12/2026 | Solid Waste Commission Meeting

CLACKAMAS COUNTY
Sustainability and Solid Waste

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Topics

- Background
- Annual Review
  - Cart, container and drop box fees
  - Transfer station fees
  - Infectious/medical waste fees
- Residential Reduced Fee program

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What and why?

- Annual review of the production records of the seven parent companies holding solid waste collection franchises in the County
- Ensure that services are provided to the community safely, cost-effectively, efficiently, and in a manner that supports the benefits of recovering materials from the system.
- Establish the fees charged for the variety of services required by the County and ensure a fair return to the collectors.
- Keep fees and real costs aligned.

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Who?

- Clackamas County staff and rate consultants/CPA
- Franchised garbage and recycling companies
- Solid Waste Commission

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Guidance from County Code

- Consideration to all the costs of collection, investment in trucks and equipment, and management and administrative costs when determining fees.
- Allows “a reasonable return and operating margin for the owner(s) of the business”

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Annual review policy

- Acceptable range is 8-12%
- Target return on the composite is 10%
- Typically looking back and only making projections based on known and measurables

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This year's results

- Proposed fee increase takes the following cost increases into account:
  - Disposal
  - Labor
  - Collection
- The return on revenues on the Total County composite will remain at the bottom of the acceptable range of 8-12% at 8.12% with the proposed fee increase
- Without the proposed fee increase, the estimated return on the Total County composite falls well below the range at 4.8%

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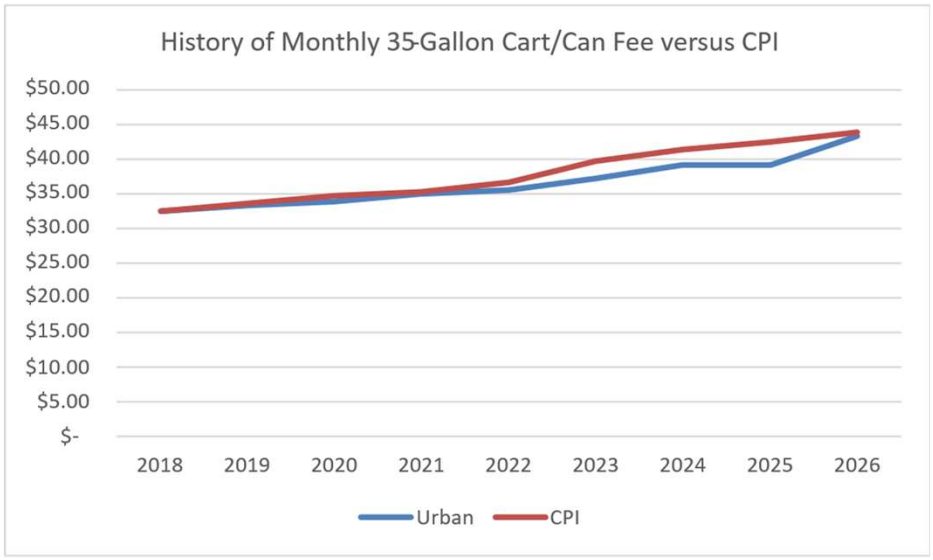
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Carts

Residential 35-gallon cart	Current	Proposed	$ Change	% Change
Urban	$ 39.05	$ 43.35	$ 4.30	11.0%
Rural	$ 36.25	$ 38.30	$ 2.05	5.7%
Distant Rural	$ 41.80	$ 45.00	$ 3.20	7.7%
Mountain Zone	$ 43.05	$ 46.25	$ 3.20	7.4%

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Containers

Fee Zone	Increase Per Cubic Yard	Current 4yd 2x/week	Proposed Fee	$ Monthly Change	% Change
Urban	$ 1.09	$ 758.97	$ 796.80	$ 37.83	5.0%
Rural	$ 0.94	$ 921.46	$ 954.09	$ 32.63	3.5%
Distant Rural	$ -	$ 986.78	$ 986.78	$ -	0.0%
Mountain	$ -	$ 1,139.20	$ 1,139.20	$ -	0.0%

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Drop Boxes

Open Box	Current	Proposed	$ Change	% Change
10 and 20 cu.yd	$177.50	$ 179.50	$ 2.00	1.1%
30 cu.yd	$187.50	$ 189.50	$ 2.00	1.1%
40 cu.yd	$197.50	$ 199.50	$ 2.00	1.0%

Compacted Box	Current	Proposed	$ Change	% Change
Less than 25 cu.yd	$202.50	$ 204.50	$ 2.00	1.0%
25 - 34 cu.yd	$231.50	$ 233.50	$ 2.00	0.9%
35 cu.yd and greater	$250.50	$ 252.50	$ 2.00	0.8%

Rental Fee	Current	Proposed	$ Change	% Change
Per day	$ 7.00	$ 10.00	$ 3.00	43%
Per month	$ 70.00	$ 100.00	$ 30.00	43%

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Residential Reduced Fee Program

Proposed Program Outline	
Discount amount	50% or 75%
Income eligibility	60% of State Median Income (SMI)
Term of eligibility	2 years with renewals
Require income documentation with application	No - utilize confirmation/enrollment letters showing participation in an existing assistance program
Program administration	Franchised Collectors
Payment approach	Residential ratepayers, based on discount and participation rate
Estimated participation at program maturity	4% (2,002 customers) - Start program at 3%.

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Residential Reduced Fee Program

Proposed Residential Increases on 35-gallon cart		
	50% Discount	75% Discount
Urban	$ 0.91	$ 1.31
Rural	$ 0.90	$ 1.29
Distant Rural & Mountain	$ 1.01	$ 1.46

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Transfer Station

- The last fee increase was in 2023
- Increases in labor, disposal and transportation costs
- Proposed fee increase is an average of about 24% when considering each change on the proposed fee schedule, ranging from about 14% to 28%.

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Infectious/Medical Waste

Proposed Infectious Waste Fees		
On-site pick up charge		$49.00
Disposal Cost per 17 gallon unit		$18.02/unit
Disposal Cost per 23 gallon unit		$24.39/unit
Disposal Cost per 31 gallon unit (first 10 units)		$32.87/unit
	11+ units	$21.89/unit
Disposal Cost per 43 gallon unit (first 10 units)		$45.59/unit
	11+ units	$30.36/unit
Pharmaceutical Waste per 5 gallon unit		$48.19/unit
Chemotherapy/Pathology boxes		$75/unit
Cardboard Bio box surcharge (23/30g)		$8.50 per box

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Thank you

Clackamas County Sustainability and Solid Waste
wasteinfo@clackamas.us
503-557-6363

Solid Waste Commission
clackamas.us/recycling/solid-waste-commission

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Clackamas County Solid Waste Commission
Solid Waste and Recycling Rates
May 12, 2026

Introduction - Good afternoon Members of the Commission,

I am Pam Bloom, owner of B&B Leasing serving Clackamas County. I am representing the Clackamas County Refuse and Recycling Association (CCRRA) whose members provide solid waste and recycling collection services for Clackamas County. Every Clackamas County hauler providing garbage and recycling collection service is a member of CCRRA. Several of the CCRRA members such as B & B Leasing, are family companies, which is a point of pride in our industry. Many of these members are represented in this room today.

CCRRA members are committed to serving the people of Clackamas County and to meeting rigorous standards for health and safety. This commitment has been seen and felt during extreme events such as ice storms and wildfires.

We are also committed to our partnership with the county and this commission. Together we have built an efficient and progressive franchise waste collection program that assures that residents in the county have access to desired services no matter where they live. CCRRA's work reflects shared values with the communities we serve including equity and environmental protections and providing quality service to all residents at a reasonable cost. This brings me to the topic for today.

Rate Review – As you know CCRRA members are highly regulated by the county and each year we engage in a robust rate review process, which we support and is important for the integrity of the franchise system. And so, the people of Clackamas County know they are getting a service at a rate that is fair. Through this process:

- CCRRA, the county's garbage and recycling service haulers worked cooperatively with the county providing highly detailed financial information.
- The county's rate consultant reviewed the financial information and rates to determine cost of service and projecting known and measurable costs for the coming year. The haulers and county staff collectively discussed the calculations and projections ensuring accuracy for both the haulers and the ratepayers.
- CCRRA believes the rate review and setting process is fair with the right balance of independent review and transparency to assure reasonable rates for the haulers for their service and to the Clackamas County customers they serve.

As you may recall, Clackamas County did not approve any rate increase last year, in part due to concerns related to Metro Regional Government's increased fees.

We understand staff's recommended rate increase. However, due to surrounding circumstances involving cost pressures from economic uncertainty, increased disposal tip fees, fuel, labor, and insurance, we remain concerned that the recommended rates fall below the needed increase to get the hauler's target operating margin to 10%. The proposed increase is only projected to get the haulers within the low end of the acceptable range at 8.12%. Urban still remains below at 7.53%, as pointed out in Staff's memo. With rising costs in 2025, and the disapproval of the August 1st, 2025 rate increase, the composite returns have shown to be under 8% for some time.

Note that we account for specific taxes, capital expenses, and assumed risks—like sudden fuel cost increases—after calculating the operating margin. As highlighted in the Staff's Executive Summary, a 10% return translates to owner returns of approximately 4%. Consequently, an 8% margin further dilutes this 4%, which more accurately reflects the actual returns to owners.

Conclusion

Regardless of the challenges confronting us, whether it is economic uncertainties, sudden fuel increases, or smoke-filled fires, over the decades CCRRA members have consistently worked in collaboration with the county and stakeholders to efficiently and effectively address challenges with sustainable results.

We ask that the Solid Waste Commission recommend the Clackamas County Board of Commissioners adopt the rates as we the haulers have requested. We look forward to partnering further in the future and CCRRA appreciates the opportunity to serve Clackamas County. I am available to answer any questions.

Members of the Clackamas County Refuse and Recycling Association:

- Arrow Sanitary Service/Waste Connections
- B&B Leasing Company
- Bliss Sanitary Service
- Canby Disposal Company/Waste Connections
- Clackamas Garbage Company
- Hoodview Disposal and Recycling/Waste Connections
- Recology Clackamas
- Republic Services
- WM
- West Linn Refuse & Recycling/Waste Connections

CLACKAMAS COUNTY

DAN JOHNSON
DIRECTOR

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

November 12, 2026 SWC Agenda Item: 3

Solid Waste Commission
Clackamas County

Discussion of proposed code and by-law amendments to the membership of the Solid Waste Commission. No County General Funds are involved.

Previous SWC Action/Review: Adopted new by-laws for the Commission, 5/1/2019
Performance Clackamas: Public Trust in Good Government; Safe, Secure, and Livable Communities
Counsel Review: Yes **Procurement Review:** N/A
Contact Person: Rick Winterhalter **Contact Phone:** 503-742-4466

EXECUTIVE SUMMARY: Staff will be proposing a code change to the Board that will reduce the number of Solid Waste Commission members from seven (7) to five (5). County Counsel has advised staff that the Commission composition is dictated by the County Code, which is under the purview of the Board. Staff believe it is important to share with the Commission the conditions that have brought about this proposed change.

Currently, the Director of DTD (or their authorized representative) holds a voting position on the Commission. Often, the Director (and/or the Assistant Director) coordinates with Sustainability staff on items coming before the Commission, which leads to the person in this appointed position abstaining from voting. For that reason, it appears appropriate to amend the Code so that the Director of the agency responsible for the administration and enforcement of the Solid Waste and Wastes Management chapters of the Code no longer has an official voting position on the Commission.

Additionally, the proposed amendment will reduce the membership of collection service franchise holders to one voting position. When the Commission was formed by ordinance in 1971, there were twenty-seven (27) companies serving the county as solid waste collection franchise holders. Currently, the number of franchise holders is eight (8). For this reason, it appears appropriate to reduce the number of franchise holders on the Commission, while maintaining an odd number of members.

While the proposed amendments would reduce the size of the Commission, staff will be researching options for future amendments that could introduce additional members of the public who are interested in solid waste issues. Staff's research will include gaging interest from different members of the community such as business owners, youth activists, or community-based organizations, to name a few.

With the assistance of County Counsel, staff will submit the proposed code changes to the Board for their approval. When the code updates are completed, staff will present the proposed by-law amendments to the Commission for a vote. This vote may be by email if the code changes occur before the next scheduled Solid Waste Commission meeting.

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RECOMMENDATION: Staff recommends that the Solid Waste Commission recommend that the Board approve the attached code amendments.

Respectfully submitted,

Rick Winterhalter, Manager
Sustainability & Solid Waste

Proposed Amendments to County Code 10.03.090

10.03 SOLID WASTE AND WASTES MANAGEMENT

10.03.090 Solid Waste Commission

Under this solid waste and wastes management Chapter, there is hereby created a solid waste commission of five members:

A. Health Officer or their authorized representative.
B. One Member of the public.
C. One Member of the public.
D. One Member of the public.
E. One Collection Service Franchise holder.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2016, 8/11/16; Amended by Ord. __-2026, __/__/26]

CLACKAMAS COUNTY SOLID WASTE COMMISSION
BYLAWS AND OPERATING PROCEDURES

ARTICLE I

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

ARTICLE II

BOUNDARIES. The boundaries of the Commission shall be those of Clackamas County.

ARTICLE III

PURPOSE, GOALS, AND DUTIES. The purpose, goals, and duties of the Commission are as set forth in Chapter 10.03 of the Clackamas County Code.

ARTICLE IV

MEMBERSHIP. The Commission shall be made up of five (5) voting members, as set forth in Chapter 10.03 of the Clackamas County Code.

a. Membership shall not be limited by any factor other than the residency requirement for public members or that organizational representatives must be actively employed by the organization. Membership will be granted upon signing the official membership register. All new members signing up will be required to show proof of eligibility.

b. Members of the Commission representing the public at-large and collection service franchise holders shall be 18 years of age or older and shall be selected from a pool of applicants solicited, received, and appointed by the Clackamas County Board of County Commissioners. Those members of the Commission representing the public at large shall be residents of Clackamas County.

c. Except for public employees who serve by reason of and for the term of the position they hold, members shall have an appointment term of four (4) years. Members of the Commission shall serve until their successors are appointed and qualified. Expiration dates for the terms shall be staggered so that no more than one-third of the members' terms will expire in any year. Current public members seeking a new term on the Commission shall submit an application at least ninety (90) days prior to the expiration of their current term. Collection service franchise holder members may not serve consecutive terms. The Clackamas County Refuse and Recycling Association shall submit at least one candidate for consideration for each term appointment.

d. The following shall be advisors to the Commission, if they so elect or desire:

i. Members of the Metro Council, or their authorized representatives.

ii. The Director of the Oregon Department of Environmental Quality, or their authorized representative.

iii. The Clackamas County Extension Agent, or their authorized representative.

iv. Clackamas County Counsel, or their authorized representative.

v. The Advisor to the Clackamas County Refuse and Recycling Association, or their authorized representative.

vi. Representatives from the recycling industry or persons interested or associated with recycling.

e. Public employee members of or advisors to the Commission may designate alternates to serve in their place.

f. The Commission shall provide Clackamas County Public and Government Affairs with a current list of members.

ARTICLE V

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

a. Chairperson. The Chairperson shall preside over all meetings of the Commission, co-sign for all authorized expenditures, appoint committee heads, and perform such duties as prescribed in these bylaws. The Chairperson shall act as an ex-officio member of all committees.

b. Vice-Chairperson: The Vice-Chairperson shall aid the Chairperson and perform the duties of the Chairperson in their absence or disability. The Vice-Chairperson shall maintain an accurate record of all income and expenses of the Commission and co-sign authorized expenditures. The Vice-Chairperson may maintain a bank account, if applicable, and present a statement of account at every meeting.

c. The Commission shall provide Clackamas County Public and Government Affairs with a current list of officers.

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

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

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

ARTICLE VI

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

The Chairperson, the Clackamas County Board of County Commissioners, or any three (3) members of the Commission may call special meetings at any time upon ten (10) days' notice to other members of the Commission; provided, however, that members may waive such notice. The time and location shall be determined by the Chairperson. Notice of all meetings shall be provided as required by ORS 192.640. Minutes of all meetings shall be kept and shall be available for public inspection as required by ORS 192.650.

QUORUM AND VOTING. A quorum shall be present at a meeting in order for the Commission to transact business. A quorum consists of three (3) members of the Commission, not just those present. Vacancies do not affect the quorum requirement. The Commission can take official action only with the affirmative vote of a majority of those members present.

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

ARTICLE VII

HEARING PROCESS AND PROCEDURE. Principles of parliamentary procedure, such as those set out in Robert's Rules of Order, shall govern proceedings at any meeting of the Commission. The Chairperson shall be guided by these principles in deciding any procedural questions. The Chairperson's decision on procedural matters may be overruled by a majority of the members voting on the question. The Commission may establish a more detailed procedure for holding a public hearing.

ARTICLE VIII

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

ARTICLE IX

AMENDMENTS. These by laws may be amended. Proposed amendments shall be submitted to Clackamas County Counsel for approval. Upon approval by Clackamas County Counsel, the proposed amendments shall be approved by the members of the Commission.

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

CLACKAMAS COUNTY

DAN JOHNSON
DIRECTOR

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

November 12, 2026 SWC Agenda Item: 4

Solid Waste Commissioners
Clackamas County

Recommend the Department of Transportation and Development Director approve and sign the Solid Waste and Recycling Collection Services Administration Regulations. No Funds are involved.

Previous Commission Action/Review: Adopted October 10, 1994; Amended: April 19, 1995; November 13, 2000; October 28, 2005; July 3, 2007; November 5, 2009; February 2, 2023
Performance Clackamas: 1. Build public trust through good government; 2. Ensure safe, healthy and secure communities
Counsel Review: Yes **Procurement Review:** N/A
Contact Person: Rick Winterhalter **Contact Phone:** 503-742-4466

EXECUTIVE SUMMARY: County Code 10.03.130 allows the Director of the Department of Transportation and Development (DTD) to create rules that provide detail and clarity to assist with administration of County Code Chapter 10. In October 1994 the Solid Waste Commission adopted the *Solid Waste and Recycling Collection Services Administrative Regulations for Franchisee & Customer (Administrative Regulations)*. The Commission has approved and recommended to the Director amendments to these regulations over the years.

The Administrative Regulations articulate the standards and policies for the collection of solid waste, garbage, recyclables and yard debris as authorized by Code Section 10.03. These rules apply to franchisees and customers.

Recent changes to the Residential Service Standards in Metro code and rules that the County is required to adopt by rule or code have prompted this most recent amendment. Additionally, staff recognized that the regulations needed a thorough update, including reformatting, and changes to provide clarity and consistency to the service expectations for both franchisees and customers. Because this amendment represents a significant reformatting of the regulations, only the final version is being presented (Attachment 1). These regulations have been reviewed by County Counsel and the franchisees.

Staff will work with the franchisees to ensure the multifamily bulky waste

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services as described in these regulations are in effect throughout the County, by July 1, 2027.

RECOMMENDATION: Staff recommend the Solid Waste Commission requests the Director to sign the amended Clackamas County Solid Waste and Recycling Collection Services Administrative Regulations.

Respectfully submitted,

Rick Winterhalter

Rick Winterhalter, Manager
DTD-Sustainability & Solid Waste

CLACKAMAS COUNTY

SOLID WASTE AND RECYCLING COLLECTION SERVICES

ADMINISTRATIVE REGULATIONS

Adopted: October 10, 1994
Amended: April 19, 1995
November 13, 2000
October 28, 2005
July 3, 2007
November 5, 2009
February 2, 2023
November __,2026

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

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

III. **DEFINITIONS.** All definitions in Chapters 10.03 and 10.04 of the Code are hereby made part of these Regulations. Additional words and phrases listed below shall have the following meanings in these Regulations.

Association. The Clackamas County Refuse and Recycling Association.

Bulky waste. Any useless, unwanted or discarded item used in or around a household and generated by a household that does not fit inside a standard garbage or recycling roll cart, or that is longer than 36 inches in any one direction. This term includes items such as furniture, appliances, electronic devices, outdoor patio and garden items, personal vehicle items, doors, cabinets, toilets, sinks, dimensional lumber, metal or glass. This term does not include household hazardous waste, asbestos containing materials, acceptable recyclable materials, gas cylinders, or any waste that can fit within a standard garbage or recycling roll cart.

Code. The Clackamas County Code.

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

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

Covered Business. A business within Metro's boundary that cooks, assembles, processes, serves, or sells food, or does so as a service provider for other enterprises, and that generates more than 250 pounds of food waste per week.

Curbside or Roadside. A location within three (3) feet of a county road, public access road, state road, or federal road. This does not allow the garbage or recycling receptacle to be placed on the inside of a fence or enclosure, even if the receptacle is within three (3) feet of said road or roads. For residences on "flag lots," private roads, or driveways, "curbside or roadside" shall be the point where the private road or driveway intersects a county road, public access road, state road, or federal road.

Customer. A person to whom a Franchisee provides collection service and with whom a Franchisee enters into an agreement for such service.

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

Enclosure. A structure designed to provide shelter for receptacles.

Franchisee. A collection service franchisee.

Gross Receipts. All cash receipts from collection service provided to the service area included in the collection service franchise. Revenue from the sale of recyclable material and drop box disposal, and reimbursed funds from the state's designated Producer Responsibility Organization (PRO), shall be excluded.

Metro. The metropolitan service district organized under ORS Chapter 268 and exercising solid waste authority under ORS Chapters 268, 459, and 459A.

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

Multifamily. Relating to apartment and condominium buildings with five (5) or more units. May also include retirement communities and mobile home parks.

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

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

Receptacle. A can, cart, container, drop box, compactor, recycling bin (a plastic receptacle, with or without a lid, that is at least fourteen (14) gallons in capacity), or any other means of containment of solid waste or recyclable material.

Residential. Relating to single-family dwellings and dwellings having four (4) or fewer units.

Responsible End Market. As defined in ORS 459A.863(29) and elaborated on in OAR 340-090-0670, a materials market in which the recycling or recovery of materials or the disposal of contaminants is conducted in a way

that benefits the environment and minimizes risks to public health and worker health and safety.

Roll Cart. A plastic, covered receptacle, usually between 20 and 96 gallons in size with an incorporated handle and wheels, which is used to store garbage, recyclable material, or compostable material.

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

Urban. Relating to unincorporated areas within Metro's urban growth boundary established in 2001.

Waste Management Fees. The current Board-approved charges to Customers for specific services.

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

IV. GENERAL CONDITIONS

A. *Statement of Nondiscrimination*. A Franchisee shall not discriminate against or deny services to any person because of race, color, handicap, creed, sex, national origin, religion, familial status, or marital status.

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

1. ORS 459.085, which authorizes the Board, with respect to areas outside of cities, to do the following by ordinance, code, regulation, or order adopted pursuant thereto:

    a. Prescribe the quality and character of and rates for solid waste collection service, and the minimum requirements to guarantee maintenance of service.

    b. Divide the unincorporated area into service areas, grant franchises to persons for solid waste collection service within service areas, and establish and collect fees from persons holding franchises.

    c. Prescribe a procedure for issuance, renewal or denial of a franchise to a person providing or proposing to provide solid waste collection service.

d. Establish an agency to be responsible for investigation or inspection of solid waste collection service proposed or provided under a franchise or proposed franchise, such agency to have authority to order modifications, additions or extensions to the physical equipment, facilities, plan or service as shall be reasonable and necessary in the public interest.

e. Regulate solid waste management.

f. Provide for:

i. The licensing of disposal sites as an alternative to franchising of service.

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

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

C. *Limitations of County Authority*. A Franchisee recognizes that the authority of the Board is limited by ORS 459.095, which provides that no ordinance, order, regulation, or contract affecting solid waste management shall be adopted by the Board if it conflicts with rules adopted by the Oregon Environmental Quality Commission under ORS 459.045 or 459A.025, a solid waste management plan or program adopted by Metro and approved by the Oregon Department of Environmental Quality, or any ordinances or regulations adopted under such a plan or program.

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

1. The power of the Board to amend the Code from time to time as the public interest may require.

2. The power of the Board to adopt or amend regulations that affect the responsibilities, duties, and rights of a Franchisee.

3. Recommendations of the Commission under Section 10.03.110 of the Code.

4. Decisions of the Board under Section 10.03.280 of the Code.

V. GENERAL RESPONSIBILITIES OF FRANCHISEES

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

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

C. *Policies*. A Franchisee is required to submit the policies referenced in this document, in writing, to the County for review and approval.

D. *Utilization of Solid Waste*. A Franchisee shall cooperate with the Board and with any agency of the County in connection with any program established for the utilization of solid waste by the use of a recycling depot or yard debris processing center, or by any other method or program to encourage economically feasible energy recovery or savings of energy, material recovery, reduction, recycling, reuse, resource recovery, composting, or any salvage of materials generally from solid waste.

E. *Rights of Other Franchisees*. A Franchisee shall respect the franchise rights of every other Franchisee.

F. *Future Annexations, Consolidations, or Mergers of Cities*. A Franchisee shall fully cooperate in carrying out the provisions of ORS 459.085(3) as now enacted or hereafter amended.

G. *Mutual Cooperation*. A Franchisee shall cooperate with other Franchisees in dealing with problems under the Code and franchise system in the most efficient manner. This mutual cooperation may be voluntarily adopted by the Franchisees through the Association or may be directed by the Board in connection with any phase of administration, enforcement, and performance under the franchise system. A Franchisee may be required to participate in a joint venture or corporation, either separate from or through the Association. This condition is to be liberally interpreted toward the most efficient administration of the Code and franchise system.

H. *Enforcement of Code*. A Franchisee shall assist the County in preventing illegal acts in violation of the Code, these Regulations, the franchise system, and any solid waste management plan adopted by or applicable in the County. The County shall consider amendments to the Code, these Regulations, or new codes as necessary to improve enforcement of the solid waste program.

I. *Additional Responsibilities*. In addition to the requirements set forth in the Code,

a Franchisee shall:

1. Use only approved disposal sites.

2. Provide directly or through subcontract all types of services as may be required by the County.

3. Periodically notify Customers of the types of service available.

4. Attempt to resolve all disputes between the Franchisee and its Customers in a prompt and amicable manner.

5. Charge Customers according to the Waste Management Fee sheets.

6. Make timely payment of franchise fees as required by the Code and file all reports required by the County in a timely manner.

7. Use forms supplied by the County to apply for a fee adjustment or in any other matter for which the County has a prescribed form.

8. Comply with State of Oregon and County vehicle equipment standards. The name and phone number of the Franchisee shall appear at a prominent place on all containers, drop boxes, and vehicles. A Franchisee shall operate and maintain collection vehicles so as to prevent dropping, leaking, blowing, sifting, or escaping of any materials or liquids on any public or private road. For those containers and drop boxes requiring frequent cleaning, a Franchisee shall clean them and charge the cost of cleaning pursuant to the Waste Management Fee sheets.

9. Fully cooperate in the infectious waste collection program pursuant to ORS 459.386 to 459.405.

10. Fully cooperate with the County in developing a collection service plan for collecting source-separated construction and demolition debris for recycling or reuse.

VI. GENERAL REQUIREMENTS OF FRANCHISEES

A. *Service Availability*. A Franchisee shall make available to every person in its service area each collection service required by the County.

B. *Service*. A Franchisee shall pick up garbage, recyclable material, food waste, and yard debris set out for collection, provided the material is required to be collected in the Franchisee's area, and provided the material is properly prepared. A Franchisee is not required to:

1. Collect a receptacle that exceeds the weight limits identified in Section XII.A.5 of these Regulations.

2. Manually collect a can that does not meet the specifications of Section XII.A.11.a of these Regulations.

3. Remove a can from an in-ground or sunken location.

C. *Territory*. A Franchisee shall not intentionally collect any material from Customers in another Franchisee's service area, except as approved by the County.

D. *Information about Services*. A Franchisee shall provide the following information to the following persons in their service area.

1. A Franchisee shall provide all new Customers with written information about all services the County requires a Franchisee to provide

2. A Franchisee shall post the approved collection fee schedule for their franchises on their web site and make it available to customers and non-customers upon request. The

3. Upon request, a Franchisee shall provide a new-Customer packet to existing Customers.

4. A Franchisee shall solicit non-Customers for service at least once every 24 months.

5. A Franchisee shall include information regarding the County's annual Waste Management Fee review on Customers' March, April, May, and June invoices.

6. Up to four (4) times per year, a Franchisee shall distribute County-provided information to Customers via methods determined by the County.

E. *Responding to Inquiries and Complaints*. A Franchisee shall respond by the next standard business day (i.e., Monday through Friday, excluding the holidays identified in Section VI.G.1 of these Regulations) to Customer inquiries. Both office and on-route staff shall be knowledgeable and courteous in responding to Customer requests and complaints. A Franchisee shall provide staff to handle Customer calls between 9:00 a.m. and 4:30 p.m., Monday through Friday, and voicemail or an answering service when staff are unavailable. A Franchisee shall

take reasonable steps to ensure that it makes interpretation services available in the languages identified in the Safe Harbor analysis in the Clackamas County Title VI Plan.

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

G. *Holiday and Adverse Conditions Service Changes*.

1. A Franchisee may postpone collection by one calendar day or one business day for Customers whose service falls on the fourth Thursday of November, the 25th day of December, or the first day of January of any calendar year.

2. A Franchisee may postpone collection when conditions make collection operations hazardous to people and equipment. In situations where garbage, recyclable material, food waste, and yard debris collections are all postponed to subsequent week(s), a Franchisee shall give priority to the collection of garbage and commercial food waste and collect cumulative amounts of all materials at no additional cost to the Customer. Postponed collections are not considered missed collections, because the service is rendered in due course. A Franchisee shall not provide credits to Customers for postponed collections due to adverse conditions.

3. A Franchisee shall notify the County by phone or email by 10:00 a.m. on the days that collection will be postponed and update its voicemail and website at least daily to notify Customers of postponed collections.

H. *Waste Management Fees*.

1. A Franchisee shall not charge any fees other than those approved by the Board, with the exception of a lower fee for a service or receptacle provided for a charitable, community, or benevolent purpose or event.

2. A Franchisee shall provide the lowest cost combination of receptacle size and service to meet the Customer's requested service level. If the preferred receptacle size is unavailable or cannot be accommodated within the on-site collection area, the Franchisee shall provide one or more alternative receptacles at the same fee as the originally requested service level.

3. A Franchisee shall provide advance written notice to Customers of any change to a Waste Management Fee. The notice shall contain an explanation of the change. The County may request a review of the notice prior to distribution.

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

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

1. *Missed Collection due to Franchisee*. A Franchisee shall service a missed collection at no charge to the Customer within one business day of being notified by the Customer or the County.

2. *Missed Collection due to Late or Obstructed Set-Out by Customer*.

a. *Residential*. A Franchisee shall collect up to twice the amount of the subscribed level of service on the next regularly scheduled service day.

b. *Multifamily and Commercial*. A Franchisee shall inform the Customer on the same day that service was attempted and provide information on how to remedy the matter. If remedied and requested by the Customer, the Franchisee shall provide a special collection for the dry-run fee established by the County.

c. A Franchisee shall document all reported missed collections through verifiable means such as a logbook or route video.

K. *Collection Activity*. Whenever possible, in the operation of its equipment, a Franchisee shall minimize the disturbance in residential, multifamily, and mixed-use neighborhoods, and in commercial areas adjacent to these neighborhoods.

L. *Maintaining Passage on Public Right-of-Way*. To the greatest extent practical, a Franchisee's collection equipment should not block mailboxes and passage of vehicles and pedestrians on public roads, streets, and sidewalks.

M. *Cleanup on Route*. A Franchisee shall immediately clean up all material blown, littered, spilled, or leaked during collection. A Franchisee shall notify the County of the incident details and response for any leakage or spill requiring cleanup on route.

N. *Transit*. To the greatest extent possible, all collection equipment shall be maintained to prevent blowing, littering, spilling, or leaking of material between collection point and point of disposal.

O. *General Education.* The county adopts and the franchisee shall comply with Metro Solid Waste Administrative Rules, Section 5.15-5020.

VII. ADMINISTRATIVE REQUIREMENTS OF FRANCHISEES

A. *Customer Accounts*.

1. A Franchisee, when establishing or changing a Customer account, shall request only the following personal identification information from the Customer:

    a. First and last name

    b. Service and billing addresses

    c. Primary phone number

    d. Landlord name and phone number, if applicable

    e. Email address, if applicable

    f. Financial information needed to establish online payment, if applicable

2. A Franchisee shall, as required by local, state, and federal law, enact and follow security procedures to protect and prevent Customers' personally identifiable information from disclosure.

3. A Franchisee shall respond to requests for new service within one (1) business day. The Franchisee shall commence service to the new account on the next regularly scheduled collection day or no later than five (5) business days after the day the request was made, unless the Customer requests a later day.

4. A Franchisee shall provide each new Customer with information including a description of services and fees, material preparation guidelines, options for disposing of or recycling materials not collected curbside, notification of business and food waste recycling requirements, as applicable, and the Franchisee's contact information for service and billing issues. Contact information shall include the Franchisee's address, phone number, email address, and business hours.

5. A Franchisee shall not change any element of a Customer's collection service without giving at least fourteen (14) calendar days' notice to the Customer and to the County, unless the change is requested by the Customer.

6. A Franchisee shall retrieve its receptacles from a terminated account no earlier than twenty-four (24) hours and no later than five (5) business days after termination and shall inform the Customer of this schedule.

7. A Franchisee shall notify the County no less than seven (7) calendar days before terminating an account serving multiple multifamily and commercial tenants.

B. *Customer Service*.

1. *General*.

a. Upon request, a Franchisee shall provide a Customer with these Regulations and the current Waste Management Fee sheets.

b. A Franchisee shall have a system to receive, compile, and respond to service complaints including, but not limited to, missed collection, billing, and service discontinuation. The Franchisee shall make a record of all complaint calls and emails, including date, address, a summary of the complaint, and a description of the method of resolution.

c. A Franchisee shall respond to calls and emails from Customers and the County within one (1) business day.

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

a. A Franchisee shall have a written policy for billing procedures and reinstatement for non-payment.

b. A Franchisee shall not require Customer payments to be due more than thirty-one (31) calendar days before the end of the service period being billed, nor less than fourteen (14) calendar days after the date of the postmark on a mailed billing statement or the date an electronic billing statement is sent.

c. If a Customer initiates or terminates service within a calendar month, the Franchisee shall prorate monthly fees and charges based upon the number of collections provided in that month.

d. A billing statement shall contain:

i. The service address, billing period, level of service, and billing fee, using terms consistent with the Waste Management Fee sheets.

ii. An itemization and description of credits or additional charges incurred during the billing period, including, but not limited to, those for prorated service, extras, distance, overcapacity, non-sufficient payment funds, or vacation credits, using terms consistent with the Waste Management Fee sheets.

iii. The total amount due, including any accrued charges from previous billing periods, and payment due date.

iv. The Franchisee's name, payment mailing address, email address, website address, and phone number.

e. In case of a billing dispute, within five (5) business days of a request by a Customer or the County, a Franchisee shall provide the Customer's billing records or statement of account containing an itemized and dated list of any disputed charges.

3. *Billing (Drop Boxes and Compactors)*.

a. A Franchisee shall assess delivery, collection, mileage, rental, disposal, and other fees according to the Waste Management Fee sheets and shall provide the Customer with an itemization of these charges on each billing statement.

b. A Franchisee may require that a customer without regular drop box or compactor service pay service fees in advance.

c. A Franchisee may send a notice of right to lien to the owner of the property to which a drop box or compactor will be delivered. The Franchisee shall disclose this to the Customer at the time a request for service is made.

4. *Refunds and Credits*.

a. Within thirty (30) calendar days of being informed, or determining, that a refund is due to a Customer, a Franchisee shall either pay that refund or provide a credit on the Customer's next billing statement. The Franchisee shall accommodate the Customer's preferred option for a refund equal to or greater than $50.00.

b. Refunds or credits from overcharges shall be equal to the amount overcharged.

c. A Franchisee shall provide a vacation credit to a Customer under the following terms: 1 week - 25%; 2 weeks - 50%; 3 weeks - 75%; longer than 3 weeks - 90%.

5. *Termination of Service*.

    a. A Franchisee may terminate or deny service to any Customer for failure to pay for service received or to pay in a timely manner. The County may require a Franchisee to continue service in cases where tenants of the Customer are recipients of the service.

    b. A Franchisee may not terminate a Customer's service for any other reason, including, but not limited to, non-payment by a prior tenant or owner at the same service address or by any other Customer.

    c. A Franchisee may not terminate a Customer's service while the Customer is attempting to resolve a billing dispute with the Franchisee or the County.

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

C. *Reporting*.

1. *Administrative*.

    a. A Franchisee shall provide the County with the names, phone numbers, and email addresses of its primary and secondary points of contact during established business hours and, if different, for non-business hours in the event of an emergency.

    b. A Franchisee shall notify the County by email of any change in its physical or mailing address, phone number, name, or business hours. This notice shall be submitted at least six (6) months before the effective date of the change.

    c. Upon request, a Franchisee shall make available to the County all individual Customer account information.

    d. By July 1 of each year, and prior to any changes being made, a Franchisee shall submit copies of all its payment and reinstatement policies to the County for review and approval.

2. *Tonnage Report (Re-TRAC)*. On a quarterly basis, a Franchisee shall submit a report to the County accurately documenting month-by-month collection data using a method, format, and timeline prescribed by the County.

3. *Franchise Fee Report*. On a quarterly basis, a Franchisee shall submit a report to the County accurately documenting gross receipts for each of the

previous three months using a method, format, and timeline prescribed by the County.

4. *New Commercial and Multifamily Account Report*. By the 10th day of each month, a Franchisee shall submit a report to the County accurately documenting the name, physical and mailing addresses, phone number, and email address for any new commercial and multifamily Customers, including existing businesses newly receiving food waste collection service, using a method and format prescribed by the County.

5. *Recyclable Material Processing Costs Report*. On a quarterly basis, a Franchisee shall submit a report to the County accurately documenting month-by-month recyclable material processing cost data using a method, format, and timeline prescribed by the County.

6. *Educational and Promotional Report*. On an annual basis, following guidelines provided by the County, a Franchisee shall submit a report to the County accurately documenting educational and promotional activities performed within the Clackamas County.

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

8. *Detailed Cost Report*. On an annual basis, a Franchisee shall submit to the County its production, sale, and purchase records, including income and expense statements, labor hours, truck hours, Customer and receptacle counts, and tonnage reports. These records may also include, at the County's option, financial statements and tax returns for the previous calendar year. These records shall be used for purposes of Waste Management Fee review (except in case of an emergency when Waste Management Fee review may occur more frequently than annually). A Franchisee that has sold, cancelled, transferred, or otherwise discontinued operations shall submit this report for the portion of the year in which the Franchisee operated.

9. *Other Reporting*.

    a. The County, at its discretion, may require a Franchisee to submit additional periodic or one-time reports or information.

b. A Franchisee shall have written policies for collection of extra solid waste, including, but not limited to, preparation instructions for Customers, and for how it manages overweight containers. These policies shall be submitted to, and approved by, the County before they are implemented.

10. If the County determines that a report is inaccurate or incomplete, the Franchisee shall correct and resubmit the form on a timetable determined by the County.

D. *Employee Training*. A Franchisee shall, at least annually, provide its employees with Customer service training, including on implicit bias.

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

VIII. COLLECTION REQUIREMENTS OF FRANCHISEES – GENERAL

A. *Receptacles*.

1. *Provision*. A Franchisee shall procure, deliver, maintain, repair, and replace all garbage, recyclable material, yard debris, and food waste receptacles, except as approved by the County. Where replacement is necessary due to customer neglect, a Franchisee may provide one replacement at no charge and assess a County-approved charge for subsequent replacements. All Franchisee-provided receptacles are the property of the Franchisee.

2. *Receptacle Specifications*. A Franchisee shall adhere to all specifications in these Regulations and other County guidance for size, configuration, color, and other characteristics of receptacles. In general, receptacles shall be: designed for safe handling; non-absorbent; watertight; vector-resistant; durable; easily cleaned; have lids or covers that can be readily removed or opened (except for drop boxes); and be in good condition when provided to Customers.

3. *Receptacle Size*. A Franchisee shall provide receptacles to a Customer that are consistent with the subscribed service level. If the size requested is not available, the Franchisee shall adjust service frequency or provide one or more alternative receptacles until the requested size is available.

4. *Swap-Out and Cleaning*. A Franchisee shall not charge for a swap-out of receptacles. Upon request by the Customer, a Franchisee shall clean receptacles up to two times per calendar year at no cost. Upon request by the

Customer, a Franchisee shall provide additional cleaning of these receptacles and may charge a fee that is equal to actual labor and equipment costs.

5. *Recycled Content*. All plastic receptacles purchased by a Franchisee must consist of at least 30% post-consumer recycled content unless otherwise authorized by the County.

6. *Labels*. A Franchisee shall label each receptacle upon delivery, using County-provided or approved language and/or graphics that identify the material belonging in that receptacle. For commercial and multifamily Customers, labels shall be replaced as needed to maintain accuracy and a legible and tidy appearance.

B. *Service*.

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

a. A Franchisee shall comply with a Customer request to place a container, drop box, or compactor in an enclosure where there is clear and unobstructed vehicle access to the enclosure and where any gate or door to the enclosure can be opened and secured in that position at the time of service.

b. A Franchisee shall not place a container, drop box, or compactor:

i. In an area that has less than twenty (20) feet of vertical clearance.

ii. In a location that will obstruct vehicle, bicycle, or pedestrian traffic.

iii. If wheeled, in an inclined location, unless the wheels are lockable and able to be positioned in a direction opposite the incline.

iv. On, over, or behind a curb or any other obstruction that prevents ease of movement, without the consent of the Customer.

v. In a location that will obstruct drainage, fire hydrants, or emergency access to or from a structure.

c. A Franchisee is not required to service a container, drop box, or compactor that has been moved from its delivered location, unless agreed upon with the Customer.

2. *Drop Box and Compactor Service*.

    a. Where a Customer requests non-regularly scheduled drop box or compactor service, including delivery and collection, a Franchisee shall provide the service no later than two (2) business days after the request is made, provided the Customer's request is received before 2:00 p.m., unless the Customer specifies that they want the service on a later date.

    b. If unable to provide the service on this schedule, a Franchisee shall arrange service through another Franchisee.

    c. A Franchisee shall provide collection of a drop box or compactor on a Saturday between 8:00 a.m. and 12:00 p.m. if the disposal site is open that day.

3. *Unsafe Receptacles*.

    a. A Franchisee may choose to collect an unsafe receptacle, which is one that is so filled as to not allow material to fall freely, has large items extending from it, or is otherwise improperly loaded so as to potentially cause damage to equipment or harm to people.

    b. A Franchisee may refuse to collect an unsafe receptacle pursuant to Section 10.03.260(A)(4) of the Code. When refusing to collect an unsafe receptacle, a Franchisee shall notify the Customer and provide the Customer with the opportunity to remedy the condition. If the Customer corrects the unsafe receptacle and contacts the Franchisee on the same day, the Franchisee shall make every reasonable effort to pick up on the same day or within one (1) business day and charge the dry-run fee established by the County.

4. *Feedback to Customer on Improper Material Preparation*. A Franchisee shall provide a minimum of two (2) forms of feedback, including, but not limited to, phone, email, mail, roll cart tag, or app notification, on the day of occurrence, to a Customer in response to improperly prepared or contaminated mixed recyclables, glass bottles and jars, yard debris, and food waste. The feedback shall include instructions for proper preparation. Feedback shall be tracked and made available to the County upon request.

5. *Delivery*.

    a. A Franchisee shall ensure that all properly prepared and collected recyclable material, yard debris, and food waste are delivered to a properly permitted, certified, or otherwise authorized processor, responsible end market, or composting facility.

b. A Franchisee is prohibited from disposing as solid waste, or causing to be delivered for disposal, any source-separated and collected recyclable material, yard debris, or food waste unless a processor, responsible end market, or composting facility rejects the material.

IX. COLLECTION REQUIREMENTS OF FRANCHISEES – RESIDENTIAL

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

B. *Non-Curbside Collection and Distance Fees*. Upon request by a Customer, a Franchisee shall provide non-curbside collection for garbage, recyclable material, and yard debris. A Franchisee shall charge the distance fee specified in the Waste Management Fee sheets for each non-curbside collection unless a Customer is disabled and unable to place their receptacles at a curbside/roadside location.

C. *Bulky Waste Collection.* A Franchisee shall provide collection of bulky items according to terms and fees in the Waste Management Fee schedule for waste and recycling collection services to all residents within their franchise. Fees for service must be upfront and transparent. To the extent practicable franchisee should dispose of materials in a manner that lessen environmental impacts (i.e. separate and recycle or make available for reuse items with high recyclable or reuse potential or that participates in any state Extended Producer Responsibility Programs).

D. *Recyclable Material and Yard Debris Collection*.

1. A Franchisee shall provide weekly recyclable material collection service to all Customers on the same day as garbage collection, and “recycling only” service to any residential Customer that requests it. A Franchisee shall provide weekly yard debris collection service to subscribed urban residential Customers (and as otherwise approved by the County) on the same day as garbage. An exception may occur during adverse conditions.

    a. A Franchisee shall provide one (1) 60- to 96-gallon roll cart for collection of mixed recyclables.

    b. A Franchisee shall provide at least one (1) receptacle for collection of glass bottles and jars (and household batteries).

    c. A Franchisee shall provide one (1) 60- to 65-gallon roll cart for collection of yard debris in the urban area.

d. A Franchisee may provide smaller receptacles as allowed by the County or where the Customer has justifiable need, such as:

i. Physical limitations that inhibit the Customer's ability to move the receptacle;

ii. Single-family attached housing storage space constraints; or

iii. Homeowner association covenants.

2. *Recyclable/Recoverable Material*. The County shall designate the materials that a Franchisee is required to collect, which shall include, but not necessarily be limited to, those identified on the list of materials established in accordance with the requirements of ORS 459A (Uniform Statewide Collection List), including any determined by the Oregon Department of Environmental Quality to be specific to Metro, and those on the Recycle+ list described in Section IX.E of these Regulations.

3. *Amount of Recyclable/Recoverable Material*. A Franchisee shall collect all properly prepared materials, subject to limits established by the County for specific materials.

4. *Point of Collection*. Residential recyclable/recoverable material and yard debris (where required) shall be collected at the curbside/roadside. If a curbside/roadside location is not available, collection shall be at such other location agreed upon between the Franchisee and the Customer.

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

1. Upon Customer request, and as set forth on the Waste Management Fee sheets, a Franchisee shall provide Additional Recycling Collection Service to urban residential Customers.

2. The County shall designate the materials that a Franchisee is required to collect as part of this service. The County may adjust the materials collected in response to changes in processor capacity, responsible end market availability, and other considerations.

3. This service shall be considered an on-call collection service. The Customer must request the service at least two (2) business days before the next designated collection day.

4. A Franchisee shall provide the opportunity for collection no less than every other week. The collection day does not need to be the same day of the week as other collection services.

5. The point of collection shall be curbside/roadside. Non-curbside collection, if requested, shall be provided as set forth on the Waste Management Fee sheets.

6. A Franchisee shall provide one (1) 15- to 25-gallon receptacle with a lid. The County must approve the receptacle, including its color.

7. A Franchisee shall provide collection bags for each type of material placed inside the receptacle, unless otherwise noted in instructions from the County. The bags may be reusable. If the bags are plastic, they must contain at least thirty (30) percent recycled content, if available.

8. As part of this service, a Franchisee may participate in special collection drives up to four (4) times per year, as approved by the County. The Franchisees, as a group, may choose to participate in more than four (4) collection drives. The County must approve the materials collected for each drive.

X. COLLECTION REQUIREMENTS OF FRANCHISEES – MULTIFAMILY

A. *Collection Time*. A Franchisee shall not provide on-site collection between the hours of 10:00 p.m. and 6:00 a.m. Adverse conditions may require adjustments to these restricted collection times.

B. *Service*. A Franchisee shall provide collection service to all multifamily Customers within its service area, consistent with Metro's Multifamily Residential Service Standards (Metro Administrative Rules 5.15 - 2040). Exceptions may be granted in service areas outside Metro's boundary or where a Customer can demonstrate that adequate collection service exists.

C. *Yard Debris*. A Franchisee shall provide a yard debris receptacle and collection if requested by an Urban Customer and shall charge the appropriate Waste Management Fee for providing this service.

D. *Service Frequency*. A Franchisee shall collect roll carts and containers at least weekly and compactors (ten (10) yards or larger) at least every fourteen (14) calendar days. A Franchisee shall work with the Customer to prevent nuisance conditions by increasing frequency and/or receptacle size, as needed.

E. *Point of Collection*. A Franchisee shall service all receptacles at a location mutually agreed upon between the Franchisee and the multifamily Customer's owner or manager.

F. *Color of Shared Multifamily Receptacles*. By July 1, 2028, all receptacles provided by a Franchisee to multifamily Customers must meet the color standards below. These standards do not apply to compactors and drop boxes.

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

G. *Bulky Waste Collection. By July 1, 2027 a* Franchisee shall provide this service to tenants or customers within 2 business days of receiving a request. Fees for service must be upfront and transparent. To the extent practicable franchisee should dispose of materials in a manner that lessen environmental impacts (i.e. separate and recycle or make available for reuse items with high recyclable or reuse potential or that participates in any state Extended Producer Responsibility Programs).

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

XI. COLLECTION REQUIREMENTS OF FRANCHISEES – COMMERCIAL

A. *Collection Time*. A Franchisee may provide collection at any time of day, except where multifamily or residential Customers are in close proximity to commercial collection points. In those cases, commercial collection shall not occur between the hours of 10:00 p.m. and 6:00 a.m.

B. *Service*. A Franchisee shall provide:

1. Solid waste service to all commercial Customers within its service area upon request for such service.

2. Recyclable material service to all commercial Customers within its service area unless that Customer has been exempted by the County or self-hauls its recyclable material.

3. Food waste service to each Covered Business and, if requested, to other urban commercial Customers.

4. Yard debris service to all urban commercial Customers within its service area upon request for such service.

C. *Service Frequency*. A Franchisee shall collect all materials on a regular schedule and at a frequency that is mutually agreed upon between the Franchisee and the Customer, and that is sufficient to avoid the creation of a nuisance.

D. *Point of Collection*. A Franchisee shall service all receptacles at a location that is mutually agreed upon between the Franchisee and the Customer.

E. *Locks*. A Franchisee shall provide locks for outside receptacles upon request. A Franchisee may charge the Customer for the cost of replacement locks.

F. *Provision of Service Information and Assistance*.

1. At least annually, a Franchisee shall provide County-supplied information to each commercial Customer. This information shall include services and rates, recycling guidelines, and the Franchisee's contact information. The Franchisee shall verify to the County that it has provided this information.

2. A Franchisee shall provide each new Customer with a solid waste and recyclable material assessment to determine appropriate service levels and to identify opportunities to reduce waste.

3. A Franchisee shall refer each new Customer to the County for technical assistance and shall do the same for any existing Customer that requests assistance.

G. *Food Waste Service Accounts*. A Franchisee shall:

1. Provide new Customers with County-approved information on how to properly prepare food waste for collection.

2. Notify the County monthly of each new food waste service account.

3. Upon receiving a Customer request to terminate food waste collection service, notify the County prior to removing receptacles.

XII. CUSTOMER REQUIREMENTS

A. *General*.

1. *Preparation*. All materials shall be placed safely and securely in the appropriate receptacles, with lids closed, to prevent lightweight materials from blowing away prior to collection. Materials shall be placed in such a way that they fall freely out of the receptacle upon collection. A Customer shall take appropriate actions to ensure that hazardous materials, infectious waste, liquids, or hot ashes are not put into a receptacle. Improperly prepared materials are the responsibility of the Customer.

a. *Recyclable Material*. Recyclable material placed for collection shall be prepared in accordance with guidelines established by ORS Chapter 459A and published on the County's website, as well as in written documents available from a Franchisee and the County.

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

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

d. *Food Waste*. Food waste shall be prepared in accordance with guidelines established by Section 10.03.147 of the Code and published on the County's website, as well as in written documents available from a Franchisee and the County.

e. *Yard Debris*.

i. Yard debris shall be placed in a Franchisee-provided receptacle.

ii. Extra yard debris may be placed in:

1. 32-gallon or smaller cans, labeled as yard debris;

2. 32-gallon paper lawn and leaf bags provided by the Customer; or

3. Bundles not to exceed 18 inches in diameter or 48 inches in length.

iii. A Customer shall not place yard debris in a plastic bag.

iv. Yard debris receptacles containing sod, dirt, rocks, metal, ashes, food, or solid waste shall be considered improperly prepared.

v. A Customer shall place yard debris in a receptacle so as to ensure the lid can fully close, the yard debris will not damage the receptacle, and the yard debris can fall out freely upon collection.

2. *Continuation of Service*. Any change in ownership shall require a new owner

to establish a service account with the Franchisee.

3. *Receptacle Location and Identification*.

   a. A Customer shall ensure that there is an area with safe and reasonable access in which a Franchisee may place receptacles for collection. This area must not block mailboxes or passage of vehicles or pedestrians on public roads, streets, and sidewalks. If this area is within an enclosure, there must be clear and unobstructed access for collection vehicles, and any gate or door must be able to be opened and secured in that open position. All new enclosures must meet the requirements of Section 1021 of the County's Zoning and Development Ordinance.

   b. If multiple Customers place their receptacles at a common location, each Customer shall identify their receptacles using the number of their address. Any containers, bags, or boxes used for occasional extra material should be identified in the same manner.

4. *Drop Box*. To ensure that a drop box can be securely covered for transport, a Customer shall not fill it above the designated fill line for heavy material or above the top of the box for any material.

5. *Weight*. A Customer shall ensure that a receptacle to be collected by a Franchisee does not exceed the weight limits listed below. These limits reflect on-road laws for collection vehicles and the lifting capacity and/or manufacturer's specifications for collection equipment.

Cans up to and including 34 gallons	60 lbs.
Roll carts up to 40 gallons	60 lbs.
Roll carts over 40 gallons, up to and including 60 gallons	100 lbs.
Roll carts over 60 gallons, up to and including 90 gallons	120 lbs.
Containers	275 lbs. per cubic yard
Drop boxes and compactors	Oregon Department of Transportation (ODOT) weight standards or the manufacturer's hoist capacity for the Franchisee's vehicle.

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

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

8. *Return of Receptacles*. When terminating service, or if a Franchisee terminates service, a Customer shall, no later than twenty-four (24) hours after termination, make all receptacles available for the Franchisee to retrieve. The Customer may be assessed a fee set forth in the Waste Management Fee sheets for not meeting the terms of this provision.

9. *Liquids*. A Customer shall not set out any liquids for collection other than properly prepared, residentially generated motor oil for recycling.

10. *In-Ground Cans*. A Customer with an in-ground can shall place the can above ground for collection. The can must have a lid and side handles.

11. *Customer-Provided Receptacle*.

    a. A Customer may provide a solid waste receptacle, intended for manual collection, that is 34 gallons or less in capacity. A Customer-provided receptacle must have side handles and be non-absorbent, watertight, vector resistant, durable, easily cleaned, and equipped with a tight-fitting lid or cover that can be easily removed.

    b. A Customer may provide a receptacle designed for mechanical collection that is compatible with the equipment of the Franchisee or the Franchisee's subcontractor, and that is approved by the Franchisee and the County.

    c. The cost of retrofitting any Customer-provided collection receptacles shall be the responsibility of the Customer.

12. *Overfilling Receptacle*. A Customer shall not regularly overfill a receptacle so that the lid cannot be closed and/or otherwise securely covered. If a receptacle is regularly overfilled, a Franchisee may charge an additional Waste Management Fee. A Franchisee may require a Customer to use a larger receptacle and/or subscribe to more frequent service.

13. *Compacting*. If the contents of a garbage can, roll cart, or container are mechanically or manually compacted, a Customer shall pay the compacted fee on the Waste Management Fee sheets.

B. *Residential*.

1. *Set-Out Time*. A Customer shall set receptacles at the curbside/roadside by 6:00 a.m. on the Customer's designated collection day. Adverse conditions

may affect this timing.

2. *Ownership of Receptacles*. A Customer shall leave all Franchisee-provided receptacles at the residence when the Customer moves or when the Customer or the Franchisee terminates service.

C. *Multifamily*.

1. *Placement of Materials*. A multifamily Customer's owner or manager shall ensure that its tenants place all materials in the appropriate receptacles for collection.

2. *Service*.

a. A multifamily Customer's owner or manager shall ensure that its tenants have collection service for garbage, mixed recyclables, and glass bottles and jars. Service levels must meet or exceed those in Metro's Multifamily Residential Service Standard (Metro Administrative Rules 5.15 - 2040).

b. A multifamily Customer's owner or manager shall provide its tenants, at move in and at least annually, with information on the availability of on-site recyclable material collection, the specific locations of recyclable material receptacles, and instructions on how to properly recycle.

D. *Commercial*.

1. *Shared Service*. At a multi-tenant commercial property with shared and centralized location(s) for receptacles, a Customer and its tenants shall place all materials in the appropriate receptacles for collection.

2. *Locks*. A Customer may lock a receptacle serviced by a Franchisee but may only use locks provided by the Franchisee.

3. *Recyclable Material Service*.

a. Unless exempted by the County, a commercial Customer shall separate mixed recyclables and glass bottles and jars from other solid waste and place them into designated receptacles, maintaining separation of glass bottles and jars from other recyclable material.

b. A commercial Customer shall provide recyclable material receptacles for internal collection and storage of mixed recyclables and glass bottles and jars prior to the materials being placed in outside receptacles for collection by a Franchisee or self-haul by the Customer.

c. At the sites where mixed recyclables and glass bottles and jars are collected, a commercial Customer shall post accurate instructional signs with information listing the acceptable items and guidelines on how to prepare them for collection.

4. *Food Waste Service*.

a. A Covered Business, and any other urban commercial Customer that receives food waste service, shall separate food waste from all other solid waste and place it into the designated food waste receptacle(s) provided by the Franchisee.

b. A commercial Customer may manage its food waste on-site with prior approval by the County so long as its food waste management activities comply with Section 10.03.060 of the Code and any other applicable provisions.

XIII. REPEALER. Any Regulations previously enacted under Section 10.03.130 of the Code which are inconsistent with these Regulations are hereby repealed.

These Regulations are hereby approved and adopted effective immediately.

_____ _____

Dan Johnson, Director
Department of Transportation and Development
Clackamas County

Date

CLACKAMAS COUNTY

DAN JOHNSON
DIRECTOR

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

November 12, 2026 SWC Agenda Item: 5

Solid Waste Commission
Clackamas County

Approval of the Transfer of 2 Franchises from Waste Connections of Oregon, Inc. ABN Arrow Sanitary Service, Inc., to Hoodview Disposal & Recycling, Inc.
No County General Funds are involved.

Previous SWC Action/Review: Transfer of American Sanitary Service, Inc., to Waste Connections, Inc., 2/7/2002; Transfer of Mt View Sanitary Service, Inc., to Waste Connections of Oregon, Inc., ABN Arrow Sanitary Service, Inc., 11/13/2003; Change in Control of Hoodview Disposal & Recycling, Inc., to Kahut Companies Holdings, Inc., 9/16/2021
Performance Clackamas: Public Trust in Good Government; Safe, Secure, and Livable Communities
Counsel Review: Yes **Procurement Review:** N/A
Contact Person: Rick Winterhalter **Contact Phone:** 503-742-4466

EXECUTIVE SUMMARY: Section 10.03.240 of the Clackamas County Code allows the holder of a solid waste or waste collection service franchise to transfer their right to provide collection service or a portion thereof to another "person," provided that the transferee meets all applicable requirements met by the original collection service franchise holder. The Board of County Commissioners (Board) may approve a transfer of rights to another "person" with a recommendation from the Solid Waste Commission.

On January 24, 2002, the Solid Waste Commission recommended that the Board approve the transfer of the American Sanitary Service, Inc., franchise (70-25-C) to Waste Connections, Inc. The Board approved the transfer on February 7, 2002. The original holders of the franchise required the name to remain "American Sanitary Service, Inc.," and they held a security interest in the company until all payments were made to them by Waste Connections, Inc. On October 24, 2013, County staff recognized the termination of the security interest and the merger of American Sanitary Service, Inc., with Waste Connections of Oregon, Inc., ABN Arrow Sanitary Service, Inc. (Arrow).

On October 23, 2003, the Solid Waste Commission recommended that the Board approve the transfer of the Mt. View Sanitary Service, Inc., franchise (70-17-C) to Arrow. The Board approved the transfer on November 13, 2003.

On August 18, 2021, the Solid Waste Commission recommended that the Board approve a change in control of the Hoodview Disposal & Recycling, Inc. (Hoodview), franchise (70-19,3,4,5-C) from Kahut Waste Systems, Inc., to Kahut Companies Holdings, Inc. (Attachment 1*map*).

The companies holding the County franchises (Arrow and Hoodview) are wholly owned subsidiaries of Waste Connections US, Inc. Waste Connections, Inc. (NYSE: WCN) is the parent company of Waste Connections US, Inc. Per County Code, "persons" are "any other legal entities whatsoever." Therefore, a successful transfer of franchises between companies requires a recommendation of the Solid Waste Commission to the

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Board and subsequent Board approval, even if the companies are wholly owned subsidiaries of the same company.

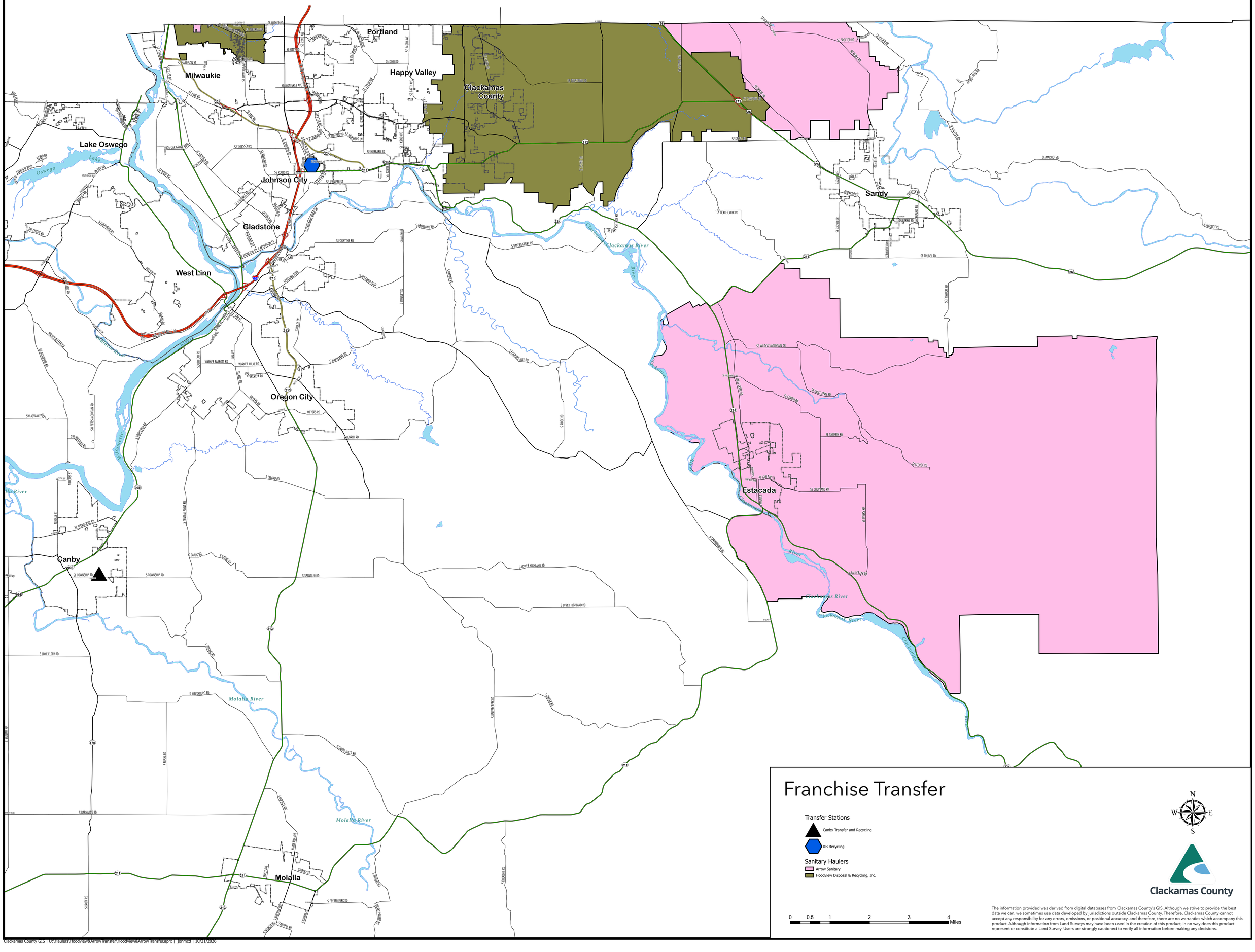
Arrow has requested a transfer of the two Clackamas County franchises it holds to Hoodview (Attachments 2 & 3). Currently, the operations, customer service, billing, and other administration tasks of the Arrow-held franchises happen outside of the county. The acquisition of the Hoodview franchise has led the company to decide to consolidate all of Arrow's county operations through Hoodview. The companies believe there are benefits to customers through this transfer. (Attachment 4).

Staff have toured the company facilities and reviewed the proposed benefits and support this transfer, believing it is in the best interest of the County and its community members. Staff anticipate savings in disposal expense because the material collected outside the Metro district will be delivered to a facility outside the district; therefore, the Regional System Fee will no longer be collected on those tons.

RECOMMENDATION: Staff recommends that the Solid Waste Commission recommend that the Board approve the transfer of franchises held by Arrow (70-25-C & 70-17-C) to Hoodview.

Respectfully submitted,

Rick Winterhalter, Manager
Sustainability & Solid Waste



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WASTE CONNECTIONS

June 4, 2026

Clackamas County Board of Commissioners
2051 Kaen Rd
Oregon City, OR 97045

Re: Transfer of Customers from Arrow Sanitary Service to Hoodview Disposal & Recycling, Inc.

Hoodview Disposal & Recycling, Inc., a subsidiary of Kahut Companies Holdings, Inc., and Arrow Sanitary Service, a division of Waste Connections of Oregon, Inc., are wholly owned subsidiaries of Waste Connections US, Inc. The target date for the transfer of customers is January 4, 2026. Hoodview Disposal & Recycling, Inc. will retain all personnel, equipment, and operational resources necessary to continue serving the transferred customers.

We are committed to providing residents and businesses with a seamless transition from Arrow Sanitary Service to Hoodview Disposal & Recycling, Inc. In connection with the transfer, Hoodview Disposal and Recycling Inc. will assume responsibility for serving the customers currently served by Arrow Sanitary Service. We respectfully request your consent to transfer customers and associated service responsibilities from Arrow Sanitary Service to Hoodview Disposal & Recycling, Inc.

Sincerely,

Derek Ranta
Division Vice President
Waste Connections

CLACKAMAS COUNTY

DAN JOHNSON
DIRECTOR

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

APPLICATION FOR CLACKAMAS COUNTY'S CONSENT TO TRANSFER OF SOLID WASTE COLLECTION FRANCHISE

Any transfer of a solid waste franchise in Clackamas County requires completion of this application. All requested information must be provided and application must be signed by all parties in order for transfer to be considered by County

Date of Application June 6, 2026

1. INFORMATION ON DISTRICTS/ROUTES TO BE TRANSFERED

Provide the number of customers serviced by the current franchisee (Transferor) that will be served by the applicant (Transferee) if this transfer is approved by the County. For multifamily and commercial, use the number of service addresses where service is provided, not the number of paid accounts.

	American (70-25-C)	Mt. View (70-17-C)
Residential	1,873	847
Multifamily (5 units or more)		
Commercial	224	91

2. INFORMATION ON TRANSFEREE

Business Legal Name: Hoodview Disposal & Recycling, Inc.

Business DBA Name:

Mailing Address: 1600 SE 4th Ave.
Canby, OR 97013

Location of Office (if different):

Website Address: hoodviewdisposal.com

Contact Person

Name & Title: Kris Wright - District Manager

Mailing Address (if different):

Office Phone: 503-668-8300

Office e-mail: krisw@wcnx.org

Person Responsible for Management

Of this Franchise (if different):

Type of Organization: Deleware corporation qualified to conduct business in the state of Oregon

Other Companies Controlled by Transferee (list for each):

Names of Company: Please see attachment A

Location (County and State):

Business Activity:

Continue on separate sheet of paper, if necessary.

If Transferee is a Subsidiary of Another Corporation:

Name of Parent Company: Waste Connections US, Inc.

If Transferee is a Partnership:

Names of partners and percentage of partnership interest held by each

Continue on separate sheet of paper, if necessary.

3. AREAS CURRENTLY SERVED BY APPLICANT

List the jurisdictions in the Portland Metro Region and Clark County, Washington in which the Transferee or its principal officer(s) has provided solid waste, recycling and or composting service to customers during the past five years. Include length of time, in years, that service was provided and whether service was conducted under a franchise, permit, contract, or open market conditions. Note other business names used, if applicable.

See attachment B

List the number of customers currently being serviced by the Transferee in each jurisdiction. For multifamily and commercial, use the number of service addresses where service is provided, not the number of paid accounts.

Jurisdiction see attachment B

Date Transferee Began Operations _____

Residential _____

Multifamily (5 units or more) _____

Commercial _____

Continue on separate sheet of paper, if necessary.

4. DESCRIPTION OF SERVICES PROVIDED

Provide the number of customers currently served by the Transferee in the County. For multifamily and commercial, use the number of service addresses where service is provided, not the number of paid accounts.

	Hoodview (70-19,3,4,5-C)
Residential	7,196
Multifamily (5 units or more)	18
Commercial	273

Are any of these customers served by a subcontractor? Yes If yes, list name(s) of subcontractor(s) and type(s) of service provided and number of customers served.

Infectious Waste Collection: WM-Stericycle, 2355 Waukegan Road, Bannockburn, IL, 60015
100 customers

If the request for a franchise transfer/change in control is approved by the County and the Transferee intends to use a subcontractor (not previously approved by the Board) to provide services within the County, they will be required to submit a separate application requesting approval from the Board for each subcontractor.

5. VEHICLES

Complete the attached Fleet Sheet listing all vehicles that will be used for residential, multifamily or commercial collection within the County. Indicate which are currently owned, which would be acquired with the transferor, and which would be purchased new.

6. EMPLOYEES & SERVICE

How many employees, calculated as full-time equivalents, will the Transferee have for each of the following functions? Indicate those that are currently employees of the Transferee, which would be acquired as part of the transfer and which would be hired new.

		Overall operations	County only operations
Management:	Current	8 FTE	6 FTE
	Acquired	0 FTE	0 FTE
Administrative	Current	4 FTE	4 FTE
	Acquired	0 FTE	0 FTE
Collection	Current	1 FTE	1 FTE
	Acquired	0 FTE	0 FTE
Customer Service	Current	10 FTE	7 FTE
	Acquired	0 FTE	0 FTE
Maintenance	Current	14 FTE	11 FTE
	Acquired	0 FTE	0 FTE

Please list times and days of week your office will be open and conducting administrative business such as customer service, payment acceptance, and billing. Mon-Fri, 8am-5pm

7. DETAIL COST REPORT

If the transferee is not currently a franchisee in the County but is a permitted or licensed hauler elsewhere in the Metro Region, attach the most recent Detail Cost Report submitted in the jurisdiction in which you serve the most customers.

8. INSURANCE

List the carrier names, carrier phone numbers and account numbers for the insurance coverage that the transferee will use to provide coverage for its County operations.

Coverage Type	Carrier Name	Local Agent	Name/Phone #	Policy #
General Liability	National Union Fire Insurance of Pittsburg	NFP Prop & Casualty Serv Inc.	503-397-0714	042173714
Auto Liability	National Union Fire Insurance of Pittsburg	NFP Prop & Cusualty Serv Inc.	503-397-0714	042173715
Workers Comp	Nation Union Fire Insurance of Pittsburg	NFP Prop & Casualty Serv Inc.	503-397-0714	042173717

9. ADDITIONAL INFORMATION FOR NON-FRANCHISEES / PERMITTEES

If the transferee is <u>not</u> currently a franchisee in the County, attach the following documents:

- U.S. Department of Transportation verification of compliance
- Certificate of Insurance indicating public liability and property damage coverage with a combined single limit of not less than $1,000,000 per occurrence
- Certificate (form CG-20-12) naming the County , their officers and employees as additional insured

NOTICE: THE ABOVE INFORMATION IS NOT EXEMPT FROM DISCLOSURE UNDER STATE PUBLIC RECORDS LAW.

10. ATTEST TO COMPLY AND VERIFY ACCURACY OF APPLICATION

I, the Transferee, certify that I have read, understand and shall abide by the following regulatory requirements:

- ☑ Clackamas County Code Chapter 10.03.
- ☑ Clackamas County Solid Waste and Recycling Collection Services Administrative Regulations for Franchisee & Customer

I certify that all employees have access to, are familiar with and shall abide by these regulations.

I, the undersigned, verify that all information submitted on this form is truthful and accurate, and that I am authorized to complete and submit this application.

Signed: Kris Wright Date: 10/16/26

Print name: Kris Wright Title: District Manager

Address: 1600 SE 4th Ave. Phone: 503-504-6457

Canby, OR 97013

RELEASE OF ADDITIONAL INFORMATION

I authorize the County and/or its representatives to request any information they find necessary to verify the transferee's technical, financial and legal qualifications to operate this franchise. Those who are asked for information related to this inquiry may accept a copy of this document as their authorization to release such information.

Hoodview Disposal & Recycling, Inc.
Company Name

Kris Wright
Signature

District Manager
Title

10/16/26
Date

Kris Wright
Name (please print)

TRANSFEREE

1. I SHALL notify the County of any intent to change principal ownership or name of the business entity holding the franchise(s).
   ✓ YES _____ NO
2. I SHALL submit a written request to receive the forms for Change in Control, Name Change, or Transfer of the Franchise Holder prior to either action occurring.
   ✓ YES _____ NO
3. I SHALL notify the County of any intent to transfer the franchise(s) to another person or entity.
   ✓ YES _____ NO
4. I SHALL be bound by the County's decision to accept or deny a Change in Control, Name Change, or Transfer of the franchise(s).
   ✓ YES _____ NO
5. I recognize the County's authority to revoke the privileges of holding the franchise(s) associated with this Change in Control, Name Change, or Transfer without compensation.
   ✓ YES _____ NO
6. I recognize the County's authority to realign the borders of the area served by this franchise.
   ✓ YES _____ NO
7. I HAVE not willfully misrepresented the material facts or information given in this application for a franchise.
   ✓ YES _____ NO
8. I SHALL not willfully misrepresent material facts or information given in a future application for a franchise.
   ✓ YES _____ NO
9. I SHALL comply with all policies established by the County during the Franchise period.
   ✓ YES _____ NO
10. I SHALL use only authorized disposal sites.
    ✓ YES _____ NO
11. I SHALL notify the County of all disposal sites used at the time of this application and when those sites change.
    ✓ YES _____ NO
12. I SHALL furnish the County with a Certificate of Insurance and comply with Section 10.03.160 B 4, 5 and 6 of the Clackamas County Solid Waste and Waste Management Code and any subsequent amendments of regulations adopted thereto.
    ✓ YES _____ NO
13. I SHALL make accurate and timely franchise fee payments due the County under the Clackamas County Code and any subsequent amendments of regulations adopted thereto.
    ✓ YES _____ NO

14. I SHALL submit, on forms provided by the County, the production records of the transferor beginning January 1 of the year of the transfer to the closest month end prior to the submittal of the request for transfer.
    ___✓___ YES _____ NO

15. I SHALL separately submit, on forms provided by the County, the financial and production records of the transferor beginning January 1 of the year of the transfer to the date of the transfer as determined by the Board of County Commissioners. If the transfer takes place in the first quarter the submittal date shall be June 10; if in the second quarter the submittal date shall be September 10, if in the third quarter the , submittal date shall be September 10; in in the fourth quarter the submittal shall be the same as required for the annual financial review.
    ___✓___ YES _____ NO

16. I SHALL separately submit, on forms provided by the County, the financial and production records produced by me after assuming operational responsibility of the franchise at the time of required submittal for the annual financial review.
    ___✓___ YES _____ NO

17. I SHALL combine, on forms provided by the County, the financial and production records produced by the transferor prior to my assuming operational responsibility of this franchise, with the production records produced by me after assuming operational responsibility, in order to meet the County's requirement for generation of the annual financial review report.
    ___✓___ YES _____ NO

18. I SHALL maintain collection vehicles, equipment, facilities and personnel commensurate with existing service.
    ___✓___ YES _____ NO

19. I SHALL continue to serve customers at the level of service they are accustomed to at the time of the transfer.
    ___✓___ YES _____ NO

20. I SHALL notify the County of any intention to change the level of service provided to customers at the time of the transfer.
    ___✓___ YES _____ NO

21. I SHALL notify the County of any impending changes to collection vehicles, equipment, facilities and personnel (management and other County contacts) during the franchise period.
    ___✓___ YES _____ NO

22. I SHALL secure written approval of the County prior to making changes to collection vehicles, and equipment affecting a change in service delivery from that of the transferor.
    ___✓___ YES _____ NO

23. I SHALL not willfully refuse to provide adequate service in a defined service area.
    ___✓___ YES _____ NO

24. I SHALL not willfully misrepresent the total number of customers or any other information relating to performing the operations necessary to comply with the Clackamas County Code and any subsequent amendments of regulations adopted thereto.
___✓___ YES _____ NO

25. I SHALL not willfully violate the Clackamas County Code, Administrative Rules, ORS Chapter 459 and 459A, or the rules or regulations promulgated there under and any subsequent amendments of regulations adopted thereto.
___✓___ YES _____ NO

26. I SHALL provide the best possible integrated solid waste collection service in the area served by my Clackamas County Franchise.
___✓___ YES _____ NO

TRANSFEREE (BUYER)

I/we agree to the above commitments and will attend any Board of County Commission or Solid Waste Commission meeting on this matter to answer any questions regarding the transfer of the franchise by any Board, Commission or staff member.

Kris Wright
(signature) (signature)

Kris Wright
(print name) (print name)

District Manager
Title Title

DATE: 10/16/26

TRANSFEROR (SELLER)

I/we agree to the transfer of the franchise to Transferee :

JReg Moore
(signature) (signature)

Greg Moore
(print name) (print name)

District Manager
Title Title

DATE: 10/16/2026

Clackamas County Board of Commissioners Approval of a Transfer of Solid Waste Collection Franchises

This application comes before the Board on [insert date]. After having reviewed all materials and considering the recommendations of staff, the Solid Waste Commission, and anyone else submitting comments or information, the Board hereby approves the application for change in control of these franchises."

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

_____

Chair

_____

Recording Secretary

Attachment A

Name of Company: Canby Disposal Company

Location (County and State: Clackamas County, OR

Business Activity: Refuse and Recycling collection

Name of Company: West Linn Refuse & Recycling, Inc.

Location (County and State: Clackamas County, OR

Business Activity: Refuse and Recycling collection

Name of Company: Kahut City Sanitary Service, Inc.

Location (County and State: Multnomah County, OR

Business Activity: Refuse and Recycling collection

January 1, 2027 Kahut City Sanitary will be transferred to Arrow per the City of Portland.

Name of Company: K.B. Recycling, Inc.

Location (County and State: Clackamas County, OR

Business Activity: Refuse and Recycling transfer

Name of Company: Canby Transfer & Recycling, Inc.

Location (County and State: Clackamas County, OR

Business Activity: Refuse and Recycling transfer

Attachment B

3. Areas Currently Served By applicant

Jurisdiction: City of Milwaukie

Date Transferee Began Operations: 2015

Residential: 1,519

Multifamily (5 units or more): 5

Commercial: 33

Jurisdiction: City of Sandy

Date Transferee Began Operations: 2014

Residential: 3,934

Multifamily (5 units or more): 30

Commercial: 155

Jurisdiction: City of Gresham

Date Transferee Began Operations: 2006

Residential: 875

Multifamily (5 units or more): 1

Commercial: 2

Company Name	Vehicle Asset Number	Status	VIN	License Plate	Vehicle Year	Vehicle Make	Engine Year	Engine Make and Model	Engine Horsepower	Engine displacement (size, in liters)	Engine family number	Gross Vehicle Weight Rating (GVWR)	Truck type (side loader, front loader, rear loader, drop box, other)
Arrow/Hoodview	241	Acquired w/transfer	3BPZL70X2HF175013	YASP152	2017	Peterbilt	2016	Cummins ISX-12	350	8.9	GCEXH0729XAE	52000	RL
Arrow/Hoodview	246	Acquired w/transfer	3BPDX7EX7KF104288	YASV000	2018	Peterbilt	2018	Cummins ISX-12	320	12	JCEXH0729XAE	58000	RL
Arrow/Hoodview	601	Acquired w/transfer	3BPZL50X59F718795	YASV695	2009	ETERBILT	2009	Cummins ISL9	345	8.9	GCEXH0540LAV	54000	RL
Arrow/Hoodview	602	Acquired w/transfer	3ALHCYFE5PDUN5945	YASV696	2022	EIGHTLINER	2022	Cummins ISL9	360	8.9	GCEXH0540LAV	52000	RL
City Sanitary/Hoodview	11	Owned	2NPMHJ7X8SM764888	YCTU639	2025	PTBT	2024	PACCAR PX-9	360	8.9	RCEVH0540LCA	20,000	CONT DELIVERY
City Sanitary/Hoodview	16	Owned	3ALACWFE5JDJN0278	T603664	2018	FRGHT	2017	CUMMINS ISL9 260	260	8.9	HCEXH0540LAX	34,000	CONT DELIVERY
City Sanitary/Hoodview	29	Owned	3ALACWFE7LDLS3236	T611940	2020	FRGHT	2019	CUMMINS ISL9 260	260	8.9	KCEXH0540LAX	26,000	GLASS TRUCK
City Sanitary/Hoodview	33	Owned	3BPDXJOX9LF107280	YCTI450	2020	PTBT	2019	CUMMINS ISL9 380	380	8.9	KCEXH0540LAX	58,000	FRONT LOADER
City Sanitary/Hoodview	34	Owned	3BPDXKEX2PF115113	YCTP547	2023	PTBT	2023	PACCAR MX11	402	10.8	NPCRH10.8C21	58,000	FRONT LOADER
City Sanitary/Hoodview	35	Owned	3BPDXJEX8SF693221	YCTT718	2025	PTBT	2025	PACCAR PX-9	370	8.9	RCEXH0540LCD	58,000	FRONT LOADER
City Sanitary/Hoodview	53	Owned	3BPZLJ0X9FJ161428	YCTG637	2018	PTBT	2017	CUMMINS ISL9 370	370	8.9	HCEXH0540LAX	64,740	ROLL-OFF
City Sanitary/Hoodview	55	Owned	3BPDLJ0X7KF103299	YCTF830	2019	PTBT	2018	PACCAR PX-9 L9	370	8.9	JCEXH0540LAX	64,740	ROLL-OFF
City Sanitary/Hoodview	56	Owned	3BPDLJ0X6TF779860	YCTV577	2026	PTBT	2025	PACCAR L9 380	380	8.9	SPCR2V0CVC3K	58,000	ROLL-OFF
City Sanitary/Hoodview	72	Owned	3BPPHM7X5HF591411	YCTN474	2017	PTBT	2017	Cummins ISB6.7	260	6.7	9CEXH0408BAG	33,000	REAR LOAD
City Sanitary/Hoodview	76	Owned	3BPZL50X4CF136081	YCSL879	2012	PTBT	2010	CUMMINS ISL9 345	345	8.9	BCEXH0540LAQ	58,740	SIDE LOAD
City Sanitary/Hoodview	77	Owned	3BPZL00X5BF120909	YCTF283	2011	PTBT	2009	CUMMINS ISM 320V	320	8.9	P9CEXH0661MAD	54,000	SIDE LOAD
City Sanitary/Hoodview	78	Owned	3BPZL50X2DF197074	YCTF284	2013	PTBT	2012	CUMMINS ISL9370	370	8.9	CCEXH0540LAQ	62,000	SIDE LOAD
City Sanitary/Hoodview	83	Owned	3BPDLJ0X8RF117948	YCTS843	2024	PTBT	2024	PACCAR PX-9	380	8.9	PCEXH0540LCA	54,000	SIDE LOADER
City Sanitary/Hoodview	84	Owned	3BPDLJ0XXRF117949	YCTT070	2024	PTBT	2024	PACCAR PX-9	380	8.9	PCEXH0540LCA	52,000	SIDE LOADER
City Sanitary/Hoodview	85	Owned	3BPDLJ0X9SF118127	YCTT511	2025	PTBT	2024	PACCR PX-9	360	8.9	PCEXH0540LCA	54,000	SIDE LOADER
City Sanitary/Hoodview	128	Owned	3BPZL50X3CF164986	YCSM949	2012	PTBT	2011	CUMMINS ISL9 345	345	8.9	BCEXH0540LAQ	58,740	SIDE LOADER
City Sanitary/Hoodview	129	Owned	3BPZL50X0DF202319	YCSK773	2013	PTBT	2012	CUMMINS ISL9 345	345	8.9	CCEXH0540LAQ	58,740	SIDE LOADER
City Sanitary/Hoodview	130	Owned	3BPZL50X7DF202320	YCSK772	2013	PTBT	2012	CUMMINS ISL9 345	345	8.9	CCEXH0540LAQ	58,740	SIDE LOADER
City Sanitary/Hoodview	131	Owned	3BPZLJ0X7EF219399	YCSK792	2013	PTBT	2013	CUMMINS ISL9 345	345	8.9	DCEXH0540LAV	58,740	SIDE LOADER
City Sanitary/Hoodview	132	Owned	3BPZLJ0XXEF219400	YCSK793	2013	PTBT	2013	CUMMINS ISL9 345	345	8.9	DCEXH0540LAV	58,740	SIDE LOADER
City Sanitary/Hoodview	138	Owned	3BPDLJ0XXKF103295	YCTF819	2019	PTBT	2018	PACCAR PX-9 L9350	350	8.9	JCEXH0540LAX	58,740	SIDE LOADER
City Sanitary/Hoodview	140	Owned	3BPDLJ0X3KF103297	YCTG120	2019	PTBT	2018	PACCAR PX-9 L9350	350	8.9	JCEXH0540LAX	58,740	SIDE LOADER
City Sanitary/Hoodview	141	Owned	3BPDLJOX6LF107281	YCTI451	2020	PTBT	2020	CUMMINS ISL9 350	350	8.9	KCEXH0540LAX	54,000	SIDE LOADER
City Sanitary/Hoodview	143	Owned	3BPDLJ0X1MF109697	YCTK880	2021	PTBT	2020	PACCAR L9-350	350	8.9	LCEXH0540LAX	58,740	SIDE LOADER
City Sanitary/Hoodview	144	Owned	3BPDLJ0X3MF109698	YCTK881	2021	PTBT	2020	PACCAR L9-350	350	8.9	LCEXH0540LAX	58,740	SIDE LOADER

Fuel type (B20, CNG)	Fuel use in 2025 (gal/year or SCF/year)	If CNG, specify if OEM or conversion	Does Vehicle have Emissions Retrofit? Yes/No	Type of Retrofit - DPF, DOC, Idle Reduction, Etc.	Retrofit Install Date - Mo/Yr	Miles driven in 2025	% miles within Portland	Odometer Reading	Commercial %	Residential %	Total = 100%	Garbage %	Recycling %	Food Scraps %	Yard Debris/Food Scraps %	Total = 100%	Back-up vehicle (Y/N)	Side Guards Installed (Y/N)	Notes
B20	421		No			1,552	1%	141,498	21%	79%	100%	79%	21%	0	0	100%	N	Y	
B20	5832		No			17,913	0%	152,425	0%	100%	100%	100%	0%	0	0	100%	N	Y	
B20	3677		No			13,987	0%	132,122	15%	85%	100%	0%	100%	0%	0%	100%	N	Y	
B20	4836		No			20,159	0%	36,492	30%	70%	100%	100%	0%	0%	0%	100%	N	Y	
B20	527		NO			6,825		6,825									n	n	
B20	1,229		NO			11,974		179,571									n	n	
B20	4,438		NO			22,030	10%	127,370	10	90	100	0	100	0	0	100	Y	Y	
B5/B20	7,180		NO			20,900	10%	150,936	100	0	100	100	0	0	0	100	Y	Y	
B5/B20	8,115		NO			25,737	5%	78,062	100	0	100	50	50				Y	Y	
B20	6,590		NO			25,495	95%	30,897	100	0	100	50	50				N	Y	
B20	7,610		NO			27,483	40%	253,614	80	20	100	80	20	0	0	100	Y	Y	
B20	9,312		NO			39,301	20%	318,444	65	35	100	40	60	0	0	100	N	Y	
B20	-		NO			0	0%	0											
B5/B20	3,043		NO			10,181	15%	42,964	100	0	100	0	50	50	100		N	Y	
B20	5,480		NO			9,394	85%	172,310	1	99	100	0	100	0	0	100	N	Y	
B20	720		NO			1,521	95%	145,125	5	95	100	5	5	0	90	100	N	Y	
B5/B20	4,548		NO			10,231	5%	173,764	1	99	100	0	50	0	50	100	Y	Y	
B20	6,455		NO			8,917	95%	22,021	10	90	100	0	100	0			N	Y	
B20	8,164		NO			8,776	95%	21,797	10	90	100	0	100	0			N	Y	
B5/B20	7,384		NO			13,865	5%	21,926	10	90	100	0	100	0			Y	Y	
B20	4,663		NO			9,652	70%	211,079	2	98	100	33	34	0	33	100	Y	Y	
B5/B20	3,208		NO			7,189	5%	245,812	1	99	100	60	20	0	20	100	Y	Y	
B5/B20	5,480		NO			10,477	10%	251,735	1	99	100	33	34	0	33	100	Y	Y	
B20	5,258		NO			7,277	95%	7,991	2	98	100	60	0	0	40	100	N	Y	
B5/B20	3,417		NO			6,475	95%	143,045	3	97	100	10	10	0	80	100	N	Y	
B20	6,847		NO			10,886	95%	109,783	15	85	100	80	10	0	10	100	N	Y	
B5/B20	7,728		NO			15,555	2%	147,146	1	99	100	34	33	0	33	100	Y	Y	
B5/B20	7,524		NO			17,183	2%	110,799	5	95	100	33	34	0	33	100	Y	Y	
B5/B20	6,022		NO			14,481	10%	90,096	5	95	100	33	33	0	34	100	Y	Y	
B5/B20	7,827		NO			12,098	10%	83848	5	95	100	34	33	0	33	100	Y	Y	

Clackamas County
Transfer from Arrow Sanitary to Hoodview Disposal

Background: Legal Entities

- Hoodview Disposal & Recycling, Inc. (OR: 204210-95) is a subsidiary of Kahut Companies Holdings, Inc. (OR: 1851912-94), which is a wholly owned subsidiary of Waste Connections US, Inc. (DE: 2792218)
- Waste Connections of Oregon, Inc. (OR: 095368-14) is also a wholly owned subsidiary of Waste Connections US, Inc. Arrow Sanitary Service (OR: 480100-94) is a registered d/b/a of Waste Connections of Oregon, Inc.
- Waste Connections, Inc. (NYSE: WCN) is the ultimate parent company of Waste Connections US, Inc.

Purpose:

To improve operational efficiency within Clackamas County, we propose consolidating franchise service areas so that the 3,000 customers currently served by Arrow Sanitary will be transitioned to Hoodview Disposal. Both Arrow Sanitary and Hoodview Disposal are wholly owned subsidiaries of Waste Connections, U.S., Inc., making this a consolidation within the same corporate family rather than a transfer to an unrelated service provider. This change will reduce overlapping service territories and the number of competing haulers operating in the area, enabling more efficient route management, better utilization of equipment and personnel, and a streamlined customer experience. The result will be a more efficient and sustainable service model that benefits customers, supports operational efficiency, and strengthens long-term service reliability within the county.

Operational Benefits of Consolidation:

- Hoodview Disposal will utilize its existing non-union workforce currently serving Portland-area routes to provide service to the former Arrow Sanitary franchise area within Clackamas County.
- To support the additional service volume, three rear load collection vehicles will be transferred from Arrow Sanitary to Hoodview Disposal.

- All collected municipal solid waste from the consolidated service area will be delivered to and processed through the Canby Transfer Station as the primary receiving facility, volume may be diverted to another designated facility if operational needs require. Arrow Sanitary is currently taking volume to Gresham Sanitary.
- All collected recyclables will be delivered to Pioneer Recycling from route trucks that will be based out of KB Recycling in Clackamas.
- The consolidation will reduce travel time and miles traveled to service routes previously operated by Arrow Sanitary. Hoodview plans to convert the routes from manual rear load to automated side load to improve route efficiencies as Arrow had previously planned.
- Hoodview will continue to implement efficiency improvements to the commercial line of business by consolidating container routes through a rear load to front load conversion as Arrow had previously planned.
- Once the transition is complete, Hoodview operations will explore options to improve collection efficiency in the residential LOB. Options include converting to fully automated collection utilizing 300 gallon cans and deployment of split body automated side load vehicles.

CLACKAMAS COUNTY

DAN JOHNSON
DIRECTOR

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

November 12, 2026 SWC Agenda Item: 6

Solid Waste Commissioners
Clackamas County

Recommend to the County Board of Commissioners Approval of the Renewal of a Ten-Year Franchise Agreement with Waste Management of Oregon, Inc. for Operating the Clackamas County Garbage & Recycling Transfer Station. Funding is Through Fees Charged at the Transfer Station. No County General Funds are involved.

Previous Board Action/Review: Board approved Franchise Agreement 5/10/1990, 5 year renewal 10/26/2000, 2 year extension 5/5/2005; 10 year renewals 5/3/2007, 6/8/2017
Performance Clackamas: 1. Build public trust through good government; 2. Ensure safe, healthy and secure communities
Counsel Review: No **Procurement Review:** N/A
Contact Person: Rick Winterhalter **Contact Phone:** 503-742-4466

EXECUTIVE SUMMARY:

The Clackamas County transfer station site was initially established as an open burn dump, operated by the County in the 1960's. In the early 1970s the County closed the dump and began operating the site as a transfer station. Since that time the County has issued contracts, and then a franchise, for outside parties to perform the daily operations of the transfer station while the County assumed the role of providing policy direction, oversight and fee regulation.

Currently, the County has a Transfer Station Franchise Agreement with Waste Management of Oregon, Inc. to operate the Transfer Station. The franchise term ends January 31, 2027. County Code states: "*The term for a Transfer Station Franchise shall be ten (10) years, unless upon recommendation of the Commission, the Board may adjust the term of the franchise as deemed necessary due to the cost of land, equipment, or facilities.*" The Code further states: "*Franchises… shall be renewable unless grounds exist for refusal to renew …*". Waste Management has performed the duties of operating the transfer station in accordance with the current agreement and operations plan. According to the DEQ the operator has performed within the parameters of DEQ Permit #121.

During the past 10 years approximately 351,146 private vehicles visited the site, delivering 65,212 tons of garbage, 17,964 tons of recyclables, 22,441 tires, and 35,779 gallons of used motor oil.

For Filing Use Only

Throughout this term staff have received very few customer complaints and those received have been resolved..

The current franchisee has the expertise necessary to ensure the environmental integrity of the covered dump that the current station sits on is maintained. The current franchisee has maintained the property in accordance with the agreement. Additionally, they have made changes to the site and operations to ensure the safety of customers and improve operational efficiencies.

Franchise fees and all required reports have been submitted on time. The current franchisee has complied with staff's requests for information whether specified in the franchise agreement or not.

The attached franchise agreement is still in effect. The DEQ permit 121 and approved Operations Plan are included in Attachment 1. The DEQ permit is in effect until revoked or a new one is issued by the DEQ. The operations plan can undergo changes at any time during the franchise period. Also attached is a more detailed account of activities at the transfer station. (Attachment 2)

The franchisee is currently reviewing the agreement. Once the agreement has been submitted and reviewed by County Counsel, staff will send it to Commission members for review. A virtual meeting will be scheduled for discussion and voting on staff's recommendations.

Respectfully submitted,

Rick Winterhalter
Manager, Sustainability & Solid Waste

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RECORDING REQUEST
AGREEMENTS/CONTRACTS

Franchise to Operate the
Clackamas County Garbage & Recycling Transfer Station

ORIGINATING COUNTY DEPARTMENT: Transportation and Development
Resource Conservation & Solid Waste

OTHER PARTY TO CONTRACT/AGREEMENT: Waste Management of Oregon, Inc.

BOARD AGENDA ITEM

NUMBER: B.3 DATE: 6-8-17

PURPOSE OF CONTRACT/AGREEMENT:

Franchise to Operate the
Clackamas County Garbage & Recycling Transfer Station

After recording please return to Nancy Davis.

Clackamas County Official Records
Sherry Hall, County Clerk **2017-0752**
Commissioners' Journals
Agreements & Contracts **06/13/2017 11:13:44 AM**

FRANCHISE NO. CCGRTS-4-17

EFFECTIVE DATE: JANUARY 31, 2017

EXPIRATION DATE: JANUARY 31, 2027

SOLID WASTE
TRANSFER STATION FRANCHISE
ISSUED BY
CLACKAMAS COUNTY
150 BEAVERCREEK RD.
OREGON CITY, OREGON 97045
(503) 742-4466

ISSUED TO:	Waste Management of Oregon, Inc.
NAME OF FACILITY:	Clackamas County Garbage & Recycling Transfer Station
ADDRESS:	19600 S.E. Canyon Valley Road, Sandy, OR 97055
LEGAL DESCRIPTION:	T2S, R5E, Section 20, Tax Lot 800, WM
NAME OF OPERATOR:	Waste Management of Oregon, Inc.
PERSON IN CHARGE:	William Carr, Sr. District Manager-Disposal
ADDRESS:	7227 NE 55th Avenue, Portland, OR 97218
TELEPHONE NUMBER:	971-261-4008

INDEX

EXHIBITS

EXHIBIT A.	TRANSFER STATION SURVEY MAP
EXHIBIT B.	DEPARTMENT OF ENVIRONMENTAL QUALITY SOLID WASTE DISPOSAL PERMIT NUMBER 121
EXHIBIT C.	SPECIAL OPERATING CONDITIONS
EXHIBIT D.	PERFORMANCE BOND

SOLID WASTE
TRANSFER STATION FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT ("Franchise") is made and entered into between WASTE MANAGEMENT OF OREGON, INC. ("Franchisee") and CLACKAMAS COUNTY ("County"). The parties shall be collectively referred to herein as the "Parties", unless specifically identified otherwise. This Franchise shall constitute a "transfer station franchise" within the meaning of the Clackamas County Code Chapter 10.03 (the "Code"), and the terms of this Franchise shall be enforceable under the Code as "rules or regulations" promulgated thereunder. The terms of this Franchise shall also constitute a legally enforceable contract between the parties, subject to all the rights and responsibilities of the County or Franchisee under the Code, including the provisions for enforcement, suspension, modification, revocation of, or refusal to renew a franchise.

RECITALS

WHEREAS the County owns the Clackamas County Garbage & Recycling Transfer Station, as more specifically defined herein;

WHEREAS the Franchisee has been operating the Clackamas County Garbage & Recycling Transfer Station pursuant to Franchise Agreement No. STS-1-90 dated May 9, 1990, and as thereafter amended;

WHEREAS the renewal and execution of this Franchise agreement is necessary to ensure that the Clackamas County Garbage & Recycling Transfer Station will remain open and continue to be operated in a manner that will provide important services to the public at reasonable costs; and

WHEREAS the Parties wish to extend and restate the Franchise Agreement pursuant to the terms and conditions provided herein;

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent, and warrant as follows:

ARTICLE I
DEFINITIONS

1. Transfer Station. The "Transfer Station" is the solid waste transfer facility owned by the County and located at 19600 S.E. Canyon Valley Road, Sandy, Oregon 97055. The location of the Transfer Station is shown on the attached survey map (**Exhibit A**) and more specifically described by the following legal description:

> Beginning at an iron rod on the East and West centerline of Section 20, Township 2 South, Range 5 East Willamette Meridian, said iron rod being South 88°57'11" East 851.50 feet from the quarter section corner on the west line of said Section 20; thence South 1°02'49" East 195.50 feet to an iron rod; thence South 88°57'11" East 186.99 feet to an iron rod; thence North 4°22'45" East 478.32 feet to an iron rod; thence North 82°24'26"

West 203.07 feet to an iron rod; thence South 1°47'24" West 305.18 feet to an iron rod; thence North 88°57'11" West 9.10 feet to the point of beginning, containing 2.185 acres.

2. Acceptable Wastes. "Acceptable Wastes" include all "Solid wastes" as defined by ORS 459.005, but excluding those solid wastes specifically identified under Section 3 (Prohibited Wastes) herein.

3. Prohibited Wastes. "Prohibited Wastes" are defined as:

3.1. Non-digested sewage sludges, septic tank pumpings, chemicals, liquids, infectious waste, medical wastes, explosives and other materials which may be hazardous or difficult to manage unless specifically authorized in writing by Clackamas County and the Department of Environmental Quality;

3.2. "Hazardous wastes" as defined under ORS 466.005 and under federal law, including the federal Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 et seq.

4. Allowable Expenses. Allowable expenses shall not exceed the fair market value of like services; shall be known and measurable; shall be calculated in accordance with Generally Accepted Accounting Principles (GAAP); and shall be reasonably and prudently incurred by the Franchisee in the course of performing its obligations under this Franchise. Allowable expenses may include, but are not limited to:

4.1. Labor costs, including operational and supervisory labor, payroll taxes, workers' compensation, and benefits;

4.2. Vehicle and equipment expenses, including vehicle registration fees, motor fuel, oil, tires, rental charges and/or operating lease payments and repairs and maintenance;

4.3. Expenses of maintaining other capital assets, including rental charges and/or operating lease payments and repair and maintenance;

4.4. Utilities;

4.5. Disposal costs;

4.6. The Franchise Fee assessed pursuant to Article III, Section 1, and all other surcharges, taxes or fees (other than state or federal income taxes), which are imposed upon the Franchisee or levied by federal, state or local government in connection with Franchisee's provision of services under this Franchise;

4.7. The costs of complying with all laws, regulations or orders applicable to the obligations of the Franchisee under federal, state or local law, as now or hereafter amended;

4.8. Performance bonds and insurance in at least the amounts and coverages required by the County;

4.9. Administrative expenses related to data processing, billing and supplies, finance and accounting, Franchise administration, human resource and labor management, rate analysis, and regulatory compliance;

4.10. Expenses incurred in compiling, preparing, and submitting all reports and information required pursuant to Article VII.

4.11. Training and worker safety expenses;

4.12. Promotion and public education costs;

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

4.14. Outside professional fees and costs;

4.15. Interest expense that is not in excess of market rates ordinarily charged for the various types of financing required for purchases or leases; and

4.16. Direct write-off charges for bad debts.

5. Gross Revenue. "Gross Revenue" is defined as:

5.1. Gross billings by the Franchisee to customers for services provided under this Franchise; and

5.2. The allocated gain on the sale of fixed assets, the depreciation or amortization from which, was an Allowable Expense; and

5.3. Refunds, sales proceeds or other reimbursements for any other expense that was an Allowable Expense; and

5.4. Proceeds from the sales of recycled material received by Franchisee at the Transfer Station.

6. Income. "Income" is defined as Gross Revenue minus Allowable Expenses.

7. Return on Revenue. "Return on Revenue" is defined as the quotient of Income divided by Gross Revenue.

ARTICLE II
AUTHORITY TO OPERATE

During the term (as defined below) of this Franchise, Franchisee is hereby authorized to operate and maintain the Transfer Station for the purpose of accepting and disposing of solid waste in accordance with the terms and conditions of this Franchise and in accordance with the provisions specified in the Solid Waste Disposal Site Permit No. 121 (**Exhibit B** attached hereto) issued by the Oregon Department of Environmental Quality ("DEQ").

ARTICLE III
COMPENSATION – RATES, FEES, AND OTHER COSTS

1. Franchise Fee. Franchisee will pay a franchise fee (the "Franchise Fee") to the County as determined by order of the Board of County Commissioners. Franchisee shall have the option, within 30 days from the initial imposition of the Franchise Fee or increase in the Franchise Fee, to cancel this Franchise and discontinue service with 90 days written notice. The

Franchise Fee is payable to the County on or before the end of each month following the end of each calendar quarter.

2. Fees. The Franchisee is authorized to charge users of the Transfer Station only those fees that shall be determined by the Clackamas County Board of Commissioners.

3. Fee Adjustments. If the result of a financial review (Clackamas County Code 10.03.340) reveals the Return on Revenue is outside the range of 8%-12%, the fees (**Section 2.** of this article) may be adjusted to produce a targeted Return on Revenue of 10% when applied to the Gross Revenue and Allowable Expenses presented in the financial review. The Franchisee may, at any time, request an increase in fees if the Return on Revenue, for a twelve-month period, falls below 8% as determined by a financial review. The Franchisee will bear the County's cost of the review if the request is made less than two years after the most recent regularly scheduled financial review as described in Article VII.

4. Utilities. Franchisee will pay for all utilities or services used at the Transfer Station.

ARTICLE IV
TERM AND TERMINATION

1. Term. The effective term of this Franchise shall be from January 31, 2017 to January 31, 2027 unless sooner terminated.

2. County's Right to Terminate. The County shall have the right to terminate this Franchise pursuant to all applicable portions of the Clackamas County Code as they may exist at the time of the termination; such Code section may include, but are not limited to, Section 10.03.270 and Section 10.03.280 of the County Code.

3. Notice of Default and Right to Cure. Notwithstanding the above, the County shall only terminate this Franchise if the County has given written notice to the Franchisee of the County's intent to terminate the Franchise, including the reasons for such termination, and the Franchisee has failed to cure such breach within thirty (30) days after receipt of written notice of the County's intent to terminate.

4. Return of Premises. Upon termination of this Franchise, Franchisee shall immediately quit and deliver the Transfer Station (including all improvements or additions which have not been removed within a reasonable amount of time) to the County peaceably, quietly and in good order and clean condition, normal wear and tear excepted.

ARTICLE V
IMPROVEMENTS

Franchisee may erect such buildings or structures on the County-owned land described in this Franchise as necessary for the operation of the Transfer Station or other solid waste collection functions. Franchisee must comply with all applicable land-use and construction regulations in the construction of any such structures, and shall be responsible for obtaining any necessary permits. Upon termination of the Franchise, any such buildings or structures shall become the sole property of the County if they are not removed from the premises within 60 days after termination of the Franchise. Franchisee is aware that the Transfer Station may constitute a pre-existing nonconforming use under current zoning regulations and that land-use approval may, therefore, be required before expanding the use of the Transfer Station.

ARTICLE VI
SPECIAL OPERATING CONDITIONS

Franchisee shall comply with the Special Operating Conditions attached hereto as **Exhibit C**. The Special Operating Conditions may be revised from time-to-time by the Parties without the requirement to amend this Franchise.

ARTICLE VII
MINIMUM REPORTING REQUIREMENTS

At a minimum, the Franchisee shall collect, summarize, and submit to the County the following information concerning the Transfer Station operations:

DATA	REPORTING FREQUENCY
Tons of solid waste deposited by commercial collection vehicles.	Monthly
Number of commercial collection vehicles.	Monthly
Tons of solid waste deposited by private vehicles	Monthly
Number of private vehicles including cars, pickups, trailers and other small hauling vehicles.	Monthly
Unusual occurrences affecting disposal site operation.	Each Occurrence
Significant construction activities.	Each Occurrence
Tons of source separated recyclables by type.	Monthly
Counts of batteries, tires, appliances with freon, uncovered loads, gallons of oil.	Monthly
Daily transactions by type (inbound/outbound)	Monthly
Financial Review – submitted on forms provided or approved by the County for a twelve month period	Every two years

ARTICLE VIII
INDEMNIFICATION

The Franchisee agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property to the extent caused by the actions, errors, omissions, fault or negligence of the Franchisee or the Franchisee's employees or agents.

ARTICLE IX
INSURANCE & BOND

1. Amount. Franchisee shall maintain throughout the term of this Franchise the following types of coverage with limits that are required by appropriate regulatory agencies or the following, whichever are greater:

- Commercial General Liability (bodily injury and property damage), $1,000,000 combined single limit per occurrence;
- Pollution Liability Insurance, separate or included in the Commercial General Liability; limit not less than $1,000,000 each loss/$1,000,000 aggregate.
- Automobile Liability, $500,000 combined single limit per occurrence;
- Employer's Liability, $1,000,000 per occurrence; and
- Workers' Compensation, statutory limit.

2. Other Requirements. Franchisee shall name County as an additional insured under the Franchisee's Commercial General Liability and Automobile Liability insurance policies, but only to the extent of the Franchisee's indemnity obligation set forth above. Upon request, Franchisee shall provide to County certificates evidencing such insurance. Such coverage and policies shall not be canceled without providing County thirty (30) days advance written notice, except that ten (10) days notice shall be provided for cancellation due to non-payment of premium.

3. Performance Bond. The Franchisee shall furnish to the County a Performance Bond (**Exhibit D**) in the amount of FIFTEEN THOUSAND DOLLARS ($15,000.00) for the faithful performance and payment of all obligation under the Franchise Agreement. This Performance Bond shall remain in effect for the duration of the Franchise Agreement.

ARTICLE X
FORCE MAJEURE

If either Party is prevented from or delayed in performing its duties under this Franchise by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Franchise to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Franchise for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

ARTICLE XI
GENERAL CONDITIONS

1. Compliance with Laws. Franchisee shall comply with all applicable federal, state, and local laws, regulations, ordinances, permits, orders, and other requirements applicable to operation of the Transfer Station. Without limiting the generality of the foregoing, the Franchisee shall comply with all conditions of Solid Waste Permit Number 121 issued by the Oregon Department of Environmental Quality (DEQ), including all amendments thereto. Franchisee shall also be responsible for submitting a timely application for the renewal Solid Waste Permit Number 121.

2. Communications with Regulatory Agencies. The Franchisee shall submit a duplicate copy to the County of any material information submitted to, or required by the Department of Environmental Quality pertaining to the Solid Waste Permit for the Transfer Station.

3. County Access. Authorized representatives from the County shall be permitted access to the Transfer Station at all reasonable times for the purpose of making inspections and carrying out other necessary functions relating to this Franchise. Access to inspect is authorized (a) during all working hours without notice (b) at other reasonable times with notice and (c) at any time without notice where, at the discretion of the County, such notice would defeat the purpose of the entry.

4. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to COUNTY:	150 Beavercreek Rd. Oregon City, OR 97045	Copy to:	150 Beavercreek Rd. Oregon City, OR 97045
Attention:	Rick Winterhalter		Nancy Davis
If to FRANCHISEE:	7227 NE 55th Ave Portland, OR 97218	Copy to:	720 4th Avenue, Suite 400 Kirkland, WA 98033
Attention:	William Carr		Legal Department

5. Successors and Assigns. Neither Party shall assign this Franchise without the prior written consent of the other Party, except that Franchisee may assign this Franchise to any subsidiary, parent or affiliated Franchisee without the County's consent, provided, however, that Franchisee has provided written notice to County of such assignment. If this Franchise is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Franchisee may subcontract any of its obligations under this Franchise only with prior approval by the Board of County Commissioners, and such approval shall not be unreasonably withheld. If approved, the Franchisee shall remain responsible for compliance with this Franchise.

6. No Liens. Franchisee will not permit any liens to be placed on the Transfer Station or property where the Transfer Station is located.

7. Entire Agreement; Amendment. This Franchise constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Franchise may not be modified, in whole or in part, except in writing signed by all the Parties.

8. No Third Party Beneficiaries. This Franchise is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Franchise, whether as a third party beneficiary or otherwise.

9. Headings. The Headings used in this Franchise are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Franchise nor the intent of any provision thereof.

10. Construction. In case any one or more of the provisions contained in this Franchise shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Franchise and this Franchise shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

11. Governing Law. This Franchise, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Oregon and the Clackamas County Code.

* * *

IN WITNESS WHEREOF, the Parties enter into this Franchise. Each person signing this Franchise represents and warrants that he or she has been duly authorized to enter into this Franchise by the Party on whose behalf it is indicated that the person is signing.

CLACKAMAS COUNTY		**WASTE MANAGEMENT OF OREGON, INC.**	
By:		By:	
Name:	Jim Bernard	Name:	Joseph Krukowski
Title:	Chair, Board of County Commissioners	Title:	Vice President & Assistant Secretary
Date:	6-8-17 B.3	Date:	4/17/17

Reviewed by Counsel

By: _____

Name: Scott Ciecko

EXHIBIT A
SURVEY MAP OF TRANSFER STATION

EXHIBIT A

CLACKAMAS COUNTY
IN
SECTION 20, T. 2S. R. 1E. W.M.
CLACKAMAS COUNTY, OREGON
SEPT. 20, 1988 SCALE 1"=200'

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO SET CORNERS AND MONUMENT RECORD TITLE BOUNDARIES AS SHOWN, AND TO SET CORNERS OF AREA TO BE LEASED. THIS SURVEY DISAGREES WITH SURVEY Nos. 2864, V-39, 17888 AND 20575 BECAUSE THEY WERE ALL BASED ON THE WRONG POINT AT THE CW 1/16 CORNER OF SEC. 20. BEARINGS BASED ON SURVEY No. V-39

EXHIBIT A
SURVEY MAP OF TRANSFER STATION

LEGEND
- • = FOUND MONUMENT AS NOTED
- O = IRP/C: SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP MKD: MORRIS PLS 401
- '( ) = DEED BOOK 459 PAGE 41 RECORD
- ——— = MKD. LINE WITH PINK PLASTIC RIBBON AND PAINTED TREE BLAZES

N 1/4 CORNER SECS. 19 & 20
STONE MISSING (POSITION IN A CLEARED FIELD)
FOUND 30" ROTTED FIR STUMP S 44° E 103.62'
AS CALLED FOR IN SURVEY NO. 1583, SCRIBE
MKS. "ST" REMAINING.
SET IRP/C AT CORNER POINT AND DROVE 6' STEEL
FENCE POST S.E. 0.5'

N88°49'53"W 1304.78'

N1°16'43"E 62.00' '(62.0')

SET IRP/C ON SEC. LINE AT DEED DISTANCE FROM N 1/16 CORNER. SCRIBED 9" FIR 5.32 E 52.2' "PC BT"

NW 1/16 CORNER FOUND 1" I. PIPE MENTIONED IN SURVEY No. 13807 WITH STONE 16"x12"x5" LAYING ALONG N SIDE, MKD: 1/16. STONE WAS SET IN SURVEY No 1583 & APPARENTLY REPLACED BY I. PIPE FOUND 3/4" I. ROD S 0°56'35" W 194.69' SET BY SURVEY No. 13807 AND 1" I.P. LAYING DOWN ON N. SIDE OF I. ROD, PROBABLY SET BY ROBERTS SURVEY IN JULY 1985

FOUND 5/8" I. ROD WITH PLASTIC CAP S 44°56'31" E 292.26' AND N 45° E 4.69' FROM DEED CORNER. SET BY SURVEY NO. 17888 AND USED BY SURVEY No. 20575

'(S 45°35'E 1780.0') N 44°56'31"W 1785.70'

N1°16'43"E 1302.27'

N 1°57'41"E 1300.09' '(NORTH 1320' TO NE COR. SW 1/4 NW 1/4)

SURVEYED BY:

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
MAY 10, 1957
RICHARD A. MORRIS
401

16775 CHEMAWA WAY
HILLSBORO, OR. 97123
PHONE 628-2853

SET IR P/C, FOUND 3/4" I. PIPE SET BY SURVEY No. 2864 N 62°12'W 7.75' IN FENCE CORNER TO N.W.T.G.

'(S 89°51'E 851.50')
S 88°57'11"E 851.56'

9.10'

'(N 2°E 7.0')
N 2°E 7.0'

S 88°57'11"E 405.06'

S 88°57'11"E 273.50' '(273.0')

S 88°57'11"E 272.0' '(N 89°52'W 272.0')

(N 89°58'E 125.5')
N 1°02'49"W 195.50'

(S 0°08'W 125.5')
N 1°02'49"W 195.50'

55.01'

1/4 CORNER TO SECS. 19 & 20
FOUND STONE WITH "X" IN TOP
N.W. CORNER OF HOUSE
BEARS EAST 10.2'
STONE MENTIONED IN
SURVEY No. 1583, V39, 20575 & 2864

SET IR P/C
FOUND 1. BOLT
SET BY SURVEY
No. V-39 S 1°27'W
4.01' IN FENCE
CORNER TO E-W IN.

CORNER NOT SET
FOUND 1. BOLT
N 11°44'W 0.87'
SET BY SURVEY
No. V-39

CW 1/4 CORNER
FOUND STONE
5"x12"x? MKD:
1/4 C N W. SIDE
& ROTTED STUMP
REMAINS OF
30" FIR MKD:
BY SURVEY
No. 1583

FOUND 1" I.P.
N 86°54'W 0.4'
MENTIONED
IN SURVEYS
No. V-39, 2864 &
11888

EXHIBIT B
SOLID WASTE DISPOSAL SITE PERMIT NO. 121

State of Oregon
Department of
Environmental
Quality

Permit Evaluation

Oregon Department of Environmental Quality
Northwest Region Office
2020 SW 4th Avenue, Suite 400
Portland OR 97201

January 22, 2014 and updated February 26, 2014

To: File SWDP# 121, Clackamas County Garbage and Recycling Transfer Station
Clackamas County

From: Shari Harris-Dunning, Project Manager
Natural Resource Specialist 3 – ER/Bend

Subject: Solid Waste Permit Evaluation Report
Clackamas County Garbage and Recycling Transfer Station
Solid Waste Disposal Permit #121
Solid Waste Permit Renewal

Background
The Clackamas County Garbage and Recycling Transfer Station (CCGR) has been a permitted transfer station since 1972, when it replaced an open dumpsite at the same location. Waste Management of Oregon Inc. (WM) has operated CCGR since 1997. A Land Use Compatibility Statement (LUCS) was initially signed by Clackamas County Planning Department on January 15, 2007.

A permit renewal application was signed by a WM representative, on July 18, 2013 and received by DEQ (via email) on August 2, 2013. An updated LUCS, signed on July 17, 2013 by the Clackamas County Planning Department, was included.

The current permit expires on January 31, 2014. Regardless of the original expiration date of the permit, permit #121, per OAR 340-093-0070(6), continues to be effective and enforceable until DEQ takes final action on the renewal application.

The Site
CCGR is located at 19600 SE Canyon Valley Road, Sandy OR 97055. The site is approximately 38 acres with a working area of about 5 acres of which 3.5 acres are paved. The facility accepts putrescible and non-putrescible waste for disposal at a landfill and source separated and other recyclables for recovery. The public has access to the facility. Clackamas County owns the property and WM operates the facility.

Entrance to the facility is controlled through the main gate on Canyon Valley Road. The main gate is open only during business hours. Access roads are all weather roads with appropriate signage.

The surrounding property is predominantly rural residential and undeveloped forest land.

General Facility Operations
WM operates the facility. Solid waste is brought to the facility in WM trucks and by private citizens. Waste is then transferred to containers for transportation to a landfill.

The facility is gated to control in-bound and out-bound vehicular traffic. The gate is open during business hours only. The scale attendant, on-site personnel and posted signs direct traffic to the proper location for disposal and recycling as well as identifying the exit route.

There is a public depot for the collection of recyclable materials including glass, newspaper, metals, white goods, tires, batteries and covered electronic devices (CEDs). Used oil is collected by an oil recycler.

There are two buildings at CCGR that house the scale house/office and the equipment maintenance shop. The current hours are Thursday – Monday, from 9:00 am-5:00pm. Hours are posted on a sign at the front gate.

Collection vehicles and customers enter the facility through the main entrance and proceed to the inbound load inspection area. At the inspection area the scale attendant inquires with the driver about the type of material being delivered in order to begin the waste screening process.

When customers enter the facility to dispose of solid waste, the waste is screened for content. Load size is determined using volumetric measurement. Customers are charged based on the type and volume of waste delivered. Commercial loads are subject to scaled weights.

Signs and handbills at the CCGR gate list unacceptable materials. Unaccepted materials include:

- Hazardous waste
- Liquid waste
- Asbestos-Friable and Non-Friable
- Infectious waste
- Explosives
- Large dead animals

CCGR holds a NPDES 1200-Z Industrial Storm water Discharge Permit and follows the provisions and regulations in the permit. Stormwater is collected from the site through a series of drainage ways and catch basins. Stormwater is then processed through an oil/water separator and a bio-swale before being discharged onto the ground surface. There is no leachate collection/separation/treatment at CCGR.

Potential Environmental Risks
Transfer station facilities typically have limited environmental concerns because solid waste and recyclables are only temporarily stored on site rather than buried. This facility accepts no hazardous wastes. Access to the facility is controlled by a perimeter fence and gated entrances.

Customers enter the site, stop at scale house for load measurement and are directed to the loading deck where a spotter guides the customers to a tip area. Customers tip into one of two garbage boxes and then exit. All recyclables are stored in boxes.

Compliance and Permitting History

- June 30, 1972 DEQ issued a temporary Solid Waste Disposal Permit (SWDP)
- March 8, 1973 DEQ issued SWDP #121 to the facility
- March 31, 1976 DEQ renewed SWDP #121
- December 23, 1981 DEQ renewed SWDP #121
- April 1, 1991 DEQ renewed SWDP #121
- January 24, 1997 DEQ renewed SWDP #121
- December 18, 2006 DEQ conducted a compliance inspection (no violations were observed)
- April 12, 2007 DEQ renewed SWDP #121
- January 26, 2009 DEQ conducted a compliance inspection (no violations were documented)
- August 2, 2013 DEQ received (via email) a permit renewal application; an updated LUCS, signed on July 17, 2013, was included.

CCGR is currently in compliance with SWDP #121.

Permit Discussions

The proposed renewal of a Solid Waste Disposal Site Permit will cover a maximum period of ten years. Significant conditions included in the draft permit are summarized below:

- Section 1 describes waste disposal limitations.
- Section 2 describes storage management and recycling.
- Section 3 describes minimum monitoring and reporting requirements.
- Section 4 describes special conditions.
- Section 5 describes facility, operations, special waste plans.
- Section 6 describes general operations.
- Section 7 describes standard conditions.
- Section 8 describes due dates summary

Conclusions

WM has submitted an application to renew the Solid Waste Disposal Permit for CCGR Transfer Station. The transfer station has SWDP #121, which will expire on January 31, 2014.

DEQ received a permit renewal application on August 2, 2013. Per OAR 340-093-0070(6), if DEQ receives a complete renewal application before the permit expiration date, the permit does not expire until DEQ takes final action of the permit renewal application. Permit #121 continues to be in effect and enforceable.

The draft permit requires the Solid Waste Permit to be renewed in November 2023. The draft permit requires the Transfer Station to be operated in accordance with DEQ rules.

Public Notice
DEQ issued a public notice on January 22, 2014 requesting public comment on the draft DEQ solid waste renewal permit for CCGR. DEQ mailed the notice to property owners within one quarter mile of the facility. DEQ also provided public notice through email. Subscribers of DEQ's email notification list received a message about the proposed permit issuance and the chance to comment. The comment period closed at 5 p.m. on February 24, 2014.

DEQ received one comment from Clackamas County advising of a minor typographical error. There were no other comments.

Recommendation
DEQ should correct the typo and issue the permit as written.

State of Oregon
Department of
Environmental
Quality

SOLID WASTE DISPOSAL SITE PERMIT: TRANSFER STATION

Oregon Department of Environmental Quality
2020 SW 4th Avenue #400
Portland OR 97201
Telephone (Information): (503)229-5263

Issued in accordance with the provisions of Oregon Revised Statute Chapter 459; Oregon Administrative Rules 340, Divisions 90, 93, 95, 96 and 97; and subject to the land use compatibility statement referenced below.

ISSUED TO:	FACILITY NAME AND LOCATION:
Waste Management 3205 SE Minter Bridge Rd. Hillsboro, OR 97123	Clackamas County Garbage & Recycling Transfer Station 19600 SE Canyon Valley Rd Sandy, OR 97055 Sec 20, T2S, R5E, W.M. Clackamas County

PROPERTY OWNER:	OPERATOR:
Clackamas County 902 Abernathy Rd Oregon City, OR 97045-1100	Waste Management 3205 SE Minter Bridge Rd. Hillsboro, OR 97123

ISSUED IN RESPONSE TO:

- An application for renewal of a solid waste disposal site permit received on August 2, 2013.
- A Land Use Compatibility Statement received on January 23, 2007 and an updated Land Use Compatibility received on August 2, 2013.

The determination to issue this permit is based on findings and technical information included in the permit record.

ISSUED BY THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY

Audrey M O'Brien

Audrey O'Brien, Solid and Hazardous Waste Programs Manager
Northwest Region

2/26/2014
Date

Permitted Activities

Until this permit expires or is modified or revoked, the permittee is authorized to establish, operate and maintain a solid waste transfer station in conformance with the requirements, limitations, and conditions set forth in this document including all attachments.

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1.0 WASTE DISPOSAL LIMITATIONS

1.1 This permit authorizes the facility to accept solid waste as defined in Oregon Revised Statutes 459.005 with the following limitations:

a. Unless otherwise approved in writing by DEQ the permittee must not accept the following wastes. The following wastes are prohibited from being disposed with municipal solid waste or transferred to a landfill for disposal:

i. Hazardous wastes – Reference: 40 CFR 258.20 (b) and OAR 340-101 to 340-102;
ii. Liquid waste. Definition: Liquid wastes are wastes that do not pass the paint filter test performed in accordance with EPA Method 9095;
iii. Friable Asbestos Material as defined in OAR 340-248-0010;
iv. Non-friable asbestos-containing material unless a DEQ approved Special Waste Management Plan is in place;
v. Infectious wastes. Exception: Sharps may be accepted when handled in accordance with OAR 340-093-0190(1)(d)(B);
vi. Large dead animals;
vii. Sewage sludges, septic tank pumping, chemical or vault toilet pumpings;
viii. Whole automobile bodies; and
ix. Explosives.

b. Unless otherwise approved in writing by DEQ the permittee must not knowingly accept the following wastes or mix the following wastes in with municipal solid waste or transfer the following wastes to a landfill for disposal. The following wastes may be collected for storage, management, and recycling if the permittee updates the Operations Plan:

i. Lead-acid batteries;
ii. Source Separated recyclable material;
iii. Large home or industrial appliances;
iv. Used Oil that does not contain PCBs
v. Covered electronic devices:
- Computer monitors having a viewable area greater than four (4) inches diagonally;
- Televisions having a viewable area greater than four (4) inches diagonally;
- Desktop computers; or
- Portable computers; and

vi. Whole tires.

These wastes must be stored and managed to prevent spills, fires or impacts to waters of the state.

Prior to acceptance of wastes identified in 1.1.a or 1.1.b, the permittee must update the Operations Plan and include a Special Waste Management Plan (SWMP) if needed and demonstrate that the materials are not hazardous waste, as defined by state and federal regulations, or otherwise a threat to human health or waters of the state. DEQ must approve the updated Operations Plan and Special Waste Management Plan (SWMP) before the permittee can accept any of these waste types.

1.2 Any solid wastes discovered at the Transfer Station that appear to be prohibited waste must be isolated or removed as soon as practicable. The permittee must, within 48 hours, notify DEQ of the discovery. Non-putrescible, non-hazardous prohibited waste must be transported to a disposal site authorized to accept such waste within 90 days, unless otherwise approved or restricted by DEQ. Putrescible, non-hazardous prohibited wastes must be removed as soon as practicable; any storage of putrescible wastes must be approved by DEQ.

If discovered wastes are hazardous or suspected to be hazardous, the permittee must, within 48 hours, notify DEQ and initiate procedures to identify and remove the waste. Hazardous wastes must be removed within 90 days, unless otherwise approved by DEQ. Temporary storage and transportation must be carried out in accordance with the rules of DEQ.

2.0 STORAGE, MANAGEMENT AND RECYCLING

2.1 As stipulated in OAR 340-090-0070, Principal Recyclable Material, the permittee must provide a place for receiving the following recyclable materials:

a. Newspaper;
b. Ferrous scrap metal;
c. Non-ferrous scrap metal;
d. Used motor oil;
e. Corrugated cardboard and kraft paper;
f. Aluminum;
g. Container glass;
h. Hi-grade office paper;
i. Tin cans, and
j. Yard debris

2.2 The place for receiving recyclable materials must be located at the Transfer Station or at another location more convenient to the population served by the Transfer Station. The recycling center must be available to every person whose solid waste enters the disposal site.

2.3 All source separated recyclable materials must be reused or recycled except for used oil, which may be collected and burned for energy recovery.

2.4 The permittee must not landfill or dispose of any of the recyclable materials identified in section 2.1. However, if the source separated material is determined by DEQ to be in a condition which makes the material unusable or not recyclable then it may be disposed. This determination must be made after consultation with DEQ.

2.5 Upon request by DEQ or disposal site users, the permittee must provide recycling information that includes the following:

a. The location of the recycling center at the disposal site or another location;
b. The hours of operation of the recycling center;
c. Instructions for correct preparation of accepted source separated recyclable material;
d. The material accepted for recycling; and
e. Reasons why people should recycle.

2.6 A sign must be prominently displayed at the Transfer Station or an approved location which indicates:

a. The availability of recycling at the disposal site or another location;
b. The materials accepted at the recycling center; and
c. The hours of operation of the recycling center (if different than disposal site hours).

Note: the sign must indicate the recycling center location, if not at the disposal site.

2.7 All recyclable materials, except car bodies, white goods and other bulky items, must be stored in containers unless otherwise approved by DEQ. The storage area must be maintained in an orderly manner and kept free of litter. Recyclable materials must be removed at sufficient frequency to avoid creating nuisance conditions.

2.8 The permittee is authorized to accept up to 100 whole tires for storage and management removal. If the permittee maintains a contract with a waste tire carrier to remove tires from the site the facility is authorized to accept up to 2,000 waste tires for storage and removal.

2.9 Salvaging and recycling are to be conducted in a controlled and orderly manner.

3.0 MINIMUM MONITORING AND REPORTING REQUIREMENTS

3.1 The permittee must collect information on the source and volumes (i.e., pounds, tons, cubic yards) of solid waste transferred from the site. The permittee must submit this information on an approved form along with the required annual **Solid Waste Compliance Fee** as outlined in the Oregon Administrative Rules each year this permit is in effect and in accordance with the annual invoice sent by DEQ.

This submittal must be sent to:

Oregon Department of Environmental Quality
Land Quality Division - Solid Waste Program
811 SW Sixth Ave
Portland OR 97204
(503) 229-5913

3.2 The permittee must collect and submit to the Wasteshed Representative information about the amount of each material recovered for recycling or other beneficial purpose **by January 25 of each year**.

4.0 SPECIAL CONDITIONS

4.1 The permittee must not conduct open burning at the facility unless specifically authorized in writing by DEQ.

4.2 The permittee must immediately clean up any spill of oil or hazardous material in accordance with the DEQ approved operations plan. In addition to notifying the appropriate DEQ office, if the spill is of a reportable quantity the permittee must immediately report the spill to the Oregon Emergency Response System (OERS), at 1-800-452-0311.

Reportable quantities include:

a. *Any* amount of oil spilled to waters of the state;

b. Oil spills on land in excess of 42 gallons;
c. 200 pounds (25 gallons) of pesticide residue; or
d. Spills of hazardous materials that are equal to, or greater than, the quantity listed in the Code of Federal Regulations, 40 CFR Part 302 (List of Hazardous Substances and Reportable Quantities), and amendments adopted before July 1, 2002. For a complete list of hazardous materials required to be reported, please refer to OAR 340-142-0050.

5.0 FACILITY, OPERATIONS, SPECIAL WASTE PLANS

5.1 Submit all plans required by this section to DEQ at:

Oregon Department of Environmental Quality
Northwest Region Solid Waste Program
2020 SW 4th Avenue #400
Portland OR 97201
Telephone: (503)229-5263

Section A – Facility Design and Construction Plans

5.2 At least six (6) months prior to the anticipated construction date for new facility design, the permittee must submit engineering design plans to DEQ for review and approval. The design plans must be prepared and stamped by a qualified Professional Engineer with current Oregon registration and specify and/or provide the following:
   a. All applicable performance criteria, construction material properties and characteristics, dimensions, and slopes; and
   b. The design basis and all relevant engineering analyses and calculations.

5.3 The permittee must construct all improvements according to DEQ approved plans and specifications including any DEQ imposed conditions of approval and any future DEQ approved amendments to the plans and specifications. Prior to construction, the permittee must submit construction documents for DEQ approval. The construction documents must:
   a. Be consistent with the applicable DEQ-approved design plan(s), including accurate translation of design specifications into construction documents
   b. Define the construction project team
   c. Specify material and workmanship requirements to guide the Constructor in executing work and furnishing products
   d. Include a Construction Quality Assurance (CQA) plan that describes how the project team will monitor the quality of materials and the Constructor's work performance and assure compliance with project specifications and contract requirements
   e. Include a Health and Safety Plan (HASP) to address any soil disturbances, excavations or other activity that may potentially create risk exposures from the closed contaminated Astoria landfill.

5.4 When construction is nearly complete, the permittee must notify DEQ so that an inspection can be made before the facility is placed into operation.

5.5 Within ninety (90) days of completing construction, the permittee must submit to DEQ a Construction Certification Report and "as constructed" facility plans. The report must be prepared by a qualified independent party to document and certify that the construction of all required components and structures complies with this permit and the DEQ-approved

design specifications. The "as constructed" facility plans must note any changes from the original approved plans and must be completed and submitted to DEQ.

Section B – Operations Plan

5.6 The Operations Plan must describe the proposed method of operation of the facility in accordance with all regulatory and permit requirements.

5.7 The permittee must revise the Operations Plan as necessary to keep it current and reflective of current facility conditions and procedures. The plan must describe procedures for dealing with cleanup of an oil or hazardous materials spill. The plan must also include the procedure for reporting the spill to the Oregon Emergency Response System (OERS) at 1-800-452-0311. All revisions of the Operations Plan must be submitted to DEQ for approval.

Section C - Special Waste Management Plans

5.8 Individual Special Waste Management Plans are required as part of the Operations Plan, for certain waste materials that, because of their nature, can be potentially hazardous to human health or the environment and require careful handling at transfer facilities.

The plan must address, among other things, procedures for identification, receipt, handling, storage, spill clean-up and transport for reuse, recovery or disposal of the material at an appropriately permitted facility.

Special wastes requiring individual Plans include but are not limited to:

a. Non-friable asbestos containing materials;
b. Electronic Waste
c. Infectious Waste
d. Septage; and
e. Sewage sludge and grits.

Note: Special Waste Management Plans are only required if the facility chooses to accept special solid wastes. Reference: Guidance on Special Waste Management Plans can be found in OAR 340-093-0190(1) and OAR 340-094-0040(11)(b)(J) and in Section 9.5 of DEQ's *Solid Waste Guidance Municipal Solid Waste Landfills*, dated September 1, 1996.

6.0 GENERAL OPERATIONS

Section A - Facility Operations:

6.1 All facility activities are to be conducted in accordance with the provisions of this permit.

6.2 All waste collection and disposal must be operated in a manner which will prevent discharges, health hazards, and nuisance conditions.

6.3 The permittee must display this permit, or a photocopy thereof, where it can be readily referred to by operating personnel.

6.4 All solid waste transfer vehicles and devices operated by the permittee, and using public roads, must be constructed, maintained, and operated so as to prevent leaking, shifting, or spilling of solid waste while in transit.

6.5 Roads from the facility property line to the active operational area must be constructed and maintained to deter, to the maximum extent practical, traffic hazards, dust and mud, and to provide reasonable all-weather access for vehicles using the site.

6.6 Equipment of adequate size and design to properly operate the facility must be available at all times. In the event of an equipment breakdown, alternative equipment must be provided, unless an exemption from DEQ is granted in writing.

6.7 The area(s) for unloading of solid waste must be clearly defined by signs, fences, barriers, or other devices.

6.8 Public access to the facility must be controlled as necessary to prevent unauthorized entry and dumping.

6.9 The permittee must post signs at the facility which are clearly visible and legible, providing the following information:

a. Name of facility;
b. Emergency telephone number;
c. Days and hours of operation;
d. Authorized and prohibited wastes;
e. Solid waste permit number; and
f. Operator's address.

Section B - Environmental Health and Safety:

6.10 Litter that results from facility operation must be controlled such that the entire disposal site and adjacent lands are maintained virtually free of litter at all times. Any debris from the facility must be retrieved and properly disposed of as soon as possible that operational day.

6.11 The permittee must control air emissions, including dust, malodors, air toxics, etc. related to disposal site construction, operation, and other activities, and comply with DEQ air quality standards including applicable visible emissions and nuisance requirements in OAR 340-208.

6.12 The permittee must manage and monitor stormwater in accordance with all federal and state requirements. If applicable, the permittee must update and implement their Storm Water Pollution Control Plan (SWPCP) consistent with site conditions and their NPDES stormwater permit requirements. In addition, the permittee must keep a current copy of the SWPCP in the facility Operating Record.

6.13 The permittee must divert surface and storm water drainage around or away from waste handling and storage areas and must maintain surface water diversion ditches or structures in a serviceable condition and free of obstructions and debris at all times. The permittee must report to DEQ any significant malfunctions or damage and complete repairs within sixty (60) days of discovery of the problem.

6.14 The permittee must operate the facility in a manner that deters leachate production to the maximum extent practicable. Leachate must be collected and removed to prevent malodors, public health hazards, and discharge to public waters.

6.15 The permittee must provide rodent and insect control measures as necessary to prevent vector production and sustenance.

6.16 The permittee must remove all waste from the Transfer Station at least as often as necessary to prevent malodors, unsightliness and attraction of insects or other vectors.

6.17 The permittee must clean all transfer containers as needed to maintain a sanitary operating environment, and to prevent malodors, unsightliness, and attraction of insects.

6.18 Fire protection must be provided in accordance with plans approved in writing by DEQ and in compliance with pertinent state and local fire regulations. Fires must be immediately and thoroughly extinguished and reported to DEQ within 24 hours.

6.19 The permittee must investigate and respond to all complaints it receives regarding facility operations by doing the following:

a. Contact the complainant within 24 hours to discuss the problem;
b. Keep a record of the complaint, name and phone number of the complainant (when possible), date complaint was received and date of, and response by, the facility operator; and
c. Immediately initiate procedures at the facility, when possible, to resolve the problem identified by the complainant.

For odor, litter or dust complaints, the permittee must report to DEQ as soon as complaints are received at the facility from five (5) different businesses and/or individuals about a given event or if an odor event lasts longer than 24 hours without resolution or mitigation.

7.0 STANDARD CONDITIONS

Section A – Responsibility of Permittee

7.1 Issuance of this permit as authorized by Oregon Revised Statutes 459.245 (2) does not relieve the permittee from the responsibility to comply with any applicable federal, state or local laws or regulations including Oregon Revised Statutes, Chapters 459, 459A, 465 and 466; and Oregon Administrative Rules, Chapter 340.

7.2 The issue date of this permit is the date this document is signed. The expiration date of this permit is November 30, 2023. An application for a permit renewal is required if a permittee intends to continue operation beyond the permitted period. A complete renewal application must be filed at least 180 days before the existing permit expires.

7.3 The authorization to accept solid waste will terminate at the time of site closure. After that time no solid waste may be accepted without written authorization by DEQ.

7.4 The permittee must apply for a modification to this permit if there is a significant change in facility operations or a deviation from activities described in this document. The permittee must not implement any change in operations that requires a permit modification prior to receiving approval from DEQ.

7.5 At any time in the life of the permit, DEQ or the permittee may propose changes to the permit.

7.6 Conditions of this permit are binding upon the permittee. The permittee is liable for all acts and omissions of the permittee's contractors and agents and must at all times maintain legal control of the disposal site property.

7.7 The permittee must allow representatives of DEQ access to the disposal facility at all reasonable times for the purpose of making inspections, surveys, collecting samples, obtaining data and carrying out other necessary functions related to this permit.

7.8 The permittee must report to DEQ any changes in either ownership of the disposal site property or of the name and address of the permittee or operator within ten (10) days of the change.

7.9 The permittee must operate the facility in accordance with the approved Operations Plan, including any amendments, approved by DEQ. All plans required by this permit become part of the permit by reference once approved by DEQ.

7.10 The permittee must at all times maintain and properly operate all waste collection and disposal facilities to achieve compliance with the terms and conditions of this permit.

7.11 In the event the permittee is unable to comply with all the conditions of this permit because of a breakdown of equipment or facilities, an accident caused by human error or negligence, or any other cause such as an act of nature, the permittee must:

a. Immediately take action to stop, contain, and correct the problem.
b. Immediately notify DEQ's Regional office, so that an investigation can be made to evaluate the impact and the corrective actions taken and determine additional action that must be taken.
c. Within 5 days of the time the permittee becomes aware of the circumstances, the permittee must submit to DEQ a detailed written report describing the breakdown, corrective action taken, steps taken to prevent a recurrence, and any other pertinent information.

7.12 Compliance with these requirements does not relieve the permittee from responsibility to maintain continuous compliance with the conditions of this permit or the resulting liability for failure to comply.

7.13 The permittee must keep copies of all records and reports for five years from the date created.

7.14 Upon request, the permittee must make all records and reports related to the permitted facility available to DEQ.

Section B- Property Rights, Liability & Permit Actions

7.15 The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State, or local laws, or regulations.

7.16 The Director of DEQ may, at any time before the expiration date, modify, suspend, or revoke this permit in whole or in part, in accordance with Oregon Revised Statutes 459.255, for reasons including but not limited to the following:

a. Violation of any terms or conditions of this permit or any applicable statute, rule, standard, or order of the Environmental Quality Commission;
b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
c. A significant change in the quantity or character of solid waste received or in the operation of the disposal site;
d. Changes in state or federal rules which should be incorporated into the permit.

7.17 This permit must not be transferred to a third party without prior written approval from DEQ. Such approval may be granted by DEQ only after a permit modification application

is submitted to and approved by DEQ and that the transferee agrees in writing to fully comply with all the terms and conditions of this permit and the rules of the Commission.

7.18 Violations of any permit condition or any incorporated plan may subject the permittee to civil penalties of up to $25,000 for each day of each violation. ORS 459.995 (1)(a).

8.0 DUE DATES SUMMARY

8.1 The permittee must comply with any event driven schedules identified below as well as any compliance schedules for routine reporting requirements identified elsewhere in this permit.

Urgent Activity	Permit Section	Due Date
Discovery of prohibited waste: isolate or remove immediately: notify DEQ.	1.2	Within 48 hrs.
Spills: Notify OERS of reportable quantities of a spill	4.2	Immediately
Fires: notify DEQ	6.18	Within 24 hrs
Unable to comply with permit conditions: notify DEQ	7.11	Within 5 days
Annual Activity		
Annual Solid Waste Compliance fee: submit to DEQ	3.1	July 31
Material Recovery Survey Data: submit to DEQ	3.2	January 25
As Needed Activity		
Change in ownership, contact information or operator: notify DEQ	7.8	Within 10 days
Landfill Gas Monitoring Workplan	4.3	Within 90 days of permit issuance
Facility Design and Construction Plans including a Health and Safety Plan to address any soil disturbances.	5.2	6 months prior to activity
Construction Certification report	5.5	Within 90 days of completing construction
Revised Operations Plan	5.6	As needed
Complaints	6.19	As needed
Surface or stormwater diversion ditches	6.13	Within 60 days of discovery
Keep copies of records and reports	7.13	For five years from date created

EXHIBIT C

SPECIAL OPERATING CONDITIONS

1. Hours of Operation. Except as provided herein, the Transfer Station shall, at a minimum, be open during the hours of 9:00 a.m. to 5:00 p.m., five days per week; Saturday and Sunday shall be two of the five days.

1.1. The Franchisee may, in its reasonable discretion, temporarily close the Transfer Station or change the hours or days of operation if the Franchisee determines that inclement weather or other conditions interfere with the safe and effective operation of the Transfer Station. In the event of a closure or change in the hours and days of operation, the Franchisee shall notify the County of such closure or change.

1.2. The County may, in its reasonable discretion, require the Franchisee to close the Transfer Station or change the hours or days of operation if the County determines that such closure or change is reasonably necessary to ensure compliance with this Franchise.

2. Refusal of Service. The Franchisee may refuse service to any customer if the customer refuses to pay for service in accordance to the rates established by the Board or the customer refuses to follow the facility rules. The number of customers refused service shall be reported to the County.

3. Temporary Closures. In the event that the Transfer Station is to be closed for an indefinite period of time during the effective period of this Franchise, the Franchisee shall provide the County with written notice of the proposed time schedule and closure procedures at least ninety (90) days prior to closure or as soon as practicable if it is not possible to provide 90 days advance notice. In addition to notice to the County, the Franchisee shall provide at least thirty (30) days written notice of the proposed closure to any solid waste collection franchisees using the Transfer Station. This requirement shall not apply to any order, foreclosure or restriction of use by any public agency, public body or court having jurisdiction.

4. Access. The Franchisee shall control unauthorized public access to the Transfer Station by using fences, natural terrain, features of the site, or other measures as necessary to preclude unauthorized entry, dumping, or other vandalism. The Franchisee shall report any vandalism, theft, or damage to the Clackamas County Sheriff's Office and to the Department of Transportation and Development (Community Environment Division).

5. Signage. The Franchisee shall post signs at the Transfer Station that clearly state the Transfer Station rules and the applicable disposal rates. The Franchisee shall also maintain a clearly visible and legible sign at the entrance to the Transfer Station. Such sign shall at a minimum, include the following information:

- Name of the Facility
- Hours of Operation

6. Tires. Whole tires may be accepted and shall be stored in a separate area of the disposal site behind a gated chain link fence or other approved enclosure. Normally no more than 300 whole waste tires shall be stored at the site at any time. Franchisee shall comply with

all Department of Environmental Quality Waste Tire Storage Requirements. Tires must be stored in such a manner as to prevent vector harborage.

7. Recycling Operations.

7.1. The site operator shall accept from the public, at a minimum, the same type of recyclable materials collected curbside outside of the Metro Urban Growth Boundary.

7.2. Salvaging of recyclables is authorized if controlled so as to not interfere with optimum disposal site operation and not create unsightly conditions or vector harborage.

7.3. Only the operator of the site, or such other authorized County Employees, representatives, or agent as agreed to in writing by the operator and County, shall be allowed to salvage through the waste for recycling purposes. There shall be no unauthorized salvaging or rummaging through the disposed waste or recyclables.

7.4. Storage areas for recyclable materials such as corrugated cardboard, newsprint, scrap metal, appliances and other recyclable materials shall be maintained in an orderly manner and recyclable materials shall be removed at sufficient frequency to avoid creating nuisance conditions, vector harborage, or safety hazards.

7.5. The Franchisee shall provide all the necessary on-site recycling containers for the public's convenience. All recycling containers or drop off areas shall be clearly and legibly identified with signs by recyclable types.

7.6. Franchisee shall provide to the users of the facility information about the opportunities to recycle at the facility.

8. Cleanliness & Maintenance.

8.1. Dust, malodors, and noise shall be controlled so as to comply with the Department of Environmental Quality rules pertaining to air pollution and noise control.

8.2. Access and on-site roads shall be maintained to prevent traffic hazards and excessive dust and shall provide for all weather passage of vehicles.

8.3. Rodent and insect control measures such as baiting and insecticide spraying shall be provided as necessary to prevent vector production and sustenance.

8.4. The Franchisee shall perform litter patrols as needed on site and along the entire length of Canyon Valley Road to minimize blowing paper and other material.

8.5. Franchisee shall maintain the buildings and grounds in a manner acceptable to the County. Except for damage due to an act of God all paved areas, including driveways, pads, and maneuvering areas, and the concrete walls and

guardrails shall be maintained in compliance with federal, state, and local safety standards.

9. Emergency Procedures.

9.1. In the event a breakdown of equipment, fire or other occurrences which causes a violation of any conditions of this Franchise, Department of Environmental Quality Disposal Permit, Solid Waste and Waste Management Ordinance or any subsequent contract, ordinance permit or amendments thereto, the Franchisee shall:

(a) Take immediate action to correct the unauthorized condition or operation.

(b) Immediately notify the County so that an investigation can be made to evaluate the impact and the corrective actions taken and, if applicable, determine additional action that must be taken.

9.2. If the County finds that there is a serious danger to the public health or safety as a result of the actions or inactions of the Franchisee, the County may take whatever steps are necessary to abate the danger without notice to the Franchisee.

10. No Fires. No burning of any materials shall be conducted or allowed at the Transfer Station site. Accidental fires shall be immediately extinguished and reported to the County.

11. Transfer Vehicles. All solid waste transfer vehicles and devices using public roads shall be constructed, maintained and operated so as to prevent leaking, sifting, spilling or blowing of solid waste while in transit.

12. Removal of Waste Materials.

12.1. Prohibited waste shall be contained and removed from the site within a reasonable amount of time and shall be transported to a disposal site authorized to accept said material.

12.2. Solid waste other than material for recycling or reuse shall be removed from the site a minimum of every seven (7) days and shall be transported to an authorized Department of Environmental Quality disposal facility.

EXHIBIT D
PERFORMANCE BOND

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT
100 BANK STREET, SUITE 610 BURLINGTON, VT 05401

EXTENSION CERTIFICATE
(To be filed with the Obligee)
PERFORMANCE BOND

Bond Number: PB03-0781-TX

To be attached to Bond described below, executed by National Guaranty Insurance Company of Vermont as Surety:

PRINCIPAL:	Waste Management of Oregon, Inc.
OBLIGEE:	Clackamas County
DESCRIPTION:	Solid Waste Transfer Station Franchise #STS-1-90

Said Principal and said Surety hereby agree that the term of said bond is extended from the 31st day of August, 2016 to the 31st day of August, 2017 subject to all other provisions, conditions and limitations of said bond, upon the express condition that Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the amount of Fifteen Thousand & NO/100- - - - - - - - ($15,000.00).

Signed, sealed and dated this 19th day of July, 2016.

Waste Management of Oregon, Inc.

By: _____
Jennifer A. George, Attorney-in-fact

National Guaranty Insurance Company of Vermont

By: _____
Brittany L. Garrigan, Attorney-in-fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Brittany L. Carrigan, Heather Cook, Jennifer A. George, Joan M. Hussey, Susan D. Precourt, Debra B. Trahan, and Marcy Waterfall of Marsh Management Services Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of July 1, 2016.

Witness:

Diana Seay

On behalf of Waste Management, Inc. and each of the other WM Entities

Devina A. Rankin
Vice President and Treasurer

Revised 09/24/15

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that the National Guaranty Insurance Company of Vermont, 100 Bank Street, Suite 610, Burlington, Vermont Corporation (the "Corporation"), has constituted and appointed and does hereby constitute and appoint Brittany L. Carrigan, Heather Cook, Jennifer A. George, Joan M. Hussey, Susan D. Precourt, Debra B. Trahan, and Marcy Waterfall of Burlington, Vermont, each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereto affixed this

19th day of July, 2016.

Witness:

Diana Seng
Secretary

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

Devina A. Rankin
President

Revised 09/09/15

EXHIBIT D

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

100 BANK STREET, SUITE 610 • BURLINGTON, VT 05401

EXTENSION CERTIFICATE
(To be filed with the Obligee)
PERFORMANCE BOND

Bond Number: PB03-0781-TX

To be attached to Bond described below, executed by National Guaranty Insurance Company of Vermont as Surety:

PRINCIPAL: Waste Management of Oregon, Inc.

OBLIGEE: Clackamas County

DESCRIPTION: Solid Waste Transfer Station Franchise #STS-1-90

Said Principal and said Surety hereby agree that the term of said bond is extended from the 31st day of August, 2017 to the 31st day of December, 2017 subject to all other provisions, conditions and limitations of said bond, upon the express condition that Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the amount of Fifteen Thousand & NO/100 Dollars - - - - - - - - - ($15,000.00).

Signed, sealed and dated this 5th day of January, 2017.

Waste Management of Oregon, Inc.

By: _____
Jennifer A. George, Attorney-in-fact

National Guaranty Insurance Company of Vermont

By: _____
Brittany L. Carrigan, Attorney-in-fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Brittany L. Carrigan, Heather Cook, Jennifer A. George, Joan M. Hussey, Susan D. Precourt, Debra B. Trahan, and Marcy Waterfall of Marsh Management Services Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of January 5th, 2017.

Witness:

On behalf of Waste Management, Inc. and each of the other WM Entities

Devina A. Rankin
Vice President and Treasurer

Revised 09/24/15

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that the National Guaranty Insurance Company of Vermont, 100 Bank Street, Suite 610, Burlington, Vermont Corporation (the "Corporation"), has constituted and appointed and does hereby constitute and appoint Brittany L. Carrigan, Heather Cook, Jennifer A. George, Joan M. Hussey, Susan D. Precourt, Debra B. Trahan, and Marcy Waterfall of Burlington, Vermont, each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereto affixed this

5th day of January, 2017.

Witness:

Diana Seng
Secretary

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

Devina A. Rankin
President

Revised 09/09/15

EXHIBIT D

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

100 BANK STREET, SUITE 610 • BURLINGTON, VT 05401

EXTENSION CERTIFICATE
(To be filed with the Obligee)
PERFORMANCE BOND

Bond Number: PB03-0781-TX

To be attached to Bond described below, executed by National Guaranty Insurance Company of Vermont as Surety:

PRINCIPAL: Waste Management of Oregon, Inc.

OBLIGEE: Clackamas County

DESCRIPTION: Solid Waste Transfer Station Franchise #STS-I-90

Said Principal and said Surety hereby agree that the term of said bond is extended from the 1st day of January, 2018 to the 1st day of January, 2027 subject to all other provisions, conditions and limitations of said bond, upon the express condition that Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the amount of Fifteen Thousand & 00/100 Dollars - - - - - - - - - ($15,000.00).

Signed, sealed and dated this 24th day of January, 2017.

Waste Management of Oregon, Inc.

By: _____
Jennifer A. George, Attorney-in-fact

National Guaranty Insurance Company of Vermont

By: _____
Brittany L. Carrigan, Attorney-in-fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Brittany L. Carrigan, Heather Cook, Jennifer A. George, Joan M. Hussey, Susan D. Precourt, Debra B. Trahan, and Marcy Waterfall of Marsh Management Services Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of January 24, 2017.

Witness:

Diana Seng

On behalf of Waste Management, Inc. and each of the other WM Entities

Devina A. Rankin

Devina A. Rankin
Vice President and Treasurer

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that the National Guaranty Insurance Company of Vermont, 100 Bank Street, Suite 610, Burlington, Vermont Corporation (the "Corporation"), has constituted and appointed and does hereby constitute and appoint Brittany L. Carrigan, Heather Cook, Jennifer A. George, Joan M. Hussey, Susan D. Precourt, Debra B. Trahan, and Marcy Waterfall of Burlington, Vermont, each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereto affixed this 24th day of January, 2017.

Witness:

Diana Seng
Secretary

NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT

Devina A. Rankin
President

Revised 09/09/15

Clackamas County Garbage & Recycling Transfer Station Background Report

History and Operations

The Clackamas County Garbage & Recycling Transfer Station (CCTS) is located at 19600 Canyon Valley Rd., approximately 1½ miles east of Sandy on Hwy 26. The transfer station is operated for the public to dispose of their garbage and deposit their materials for recovery. The garbage delivered to the transfer station is consolidated and delivered to an approved landfill for disposal. Currently the facility delivers material directly to the Hillsboro Landfill or to Columbia Ridge Landfill through the Troutdale Transfer Station. Each of these facilities are owned and operated by the franchisee, Waste Management (WM). Recoverable materials are delivered to appropriate processing facilities and end markets for disposition.

The transfer station began life as an open burn dump, operated by the County in the 1950's. In the early 1970s the County closed the dump and began operating the site as a transfer station. Since that time the County has issued contracts and franchises for outside parties to perform the daily operation of the transfer station while the County assumed the role of providing policy direction, oversight and fee regulation.

The county owns approximately 24 acres of land where the transfer station is located. The transfer station sits on a little over two (2) acres of the property. The property is zoned timber (TBR). A lawful nonconforming land use has been established for the operation of a Transfer Station on the property.

The transfer station is open Thursday through Monday 9:00-5:00 and is authorized to accept loads of mixed solid waste and other waste from the public. The public is charged by volume (per can or per cubic yard) for disposal. There is one fee for household garbage and a higher fee for heavier materials, such as drywall, carpet, roofing and other building materials.

Currently, the operator accepts all appliances for recycling. In 2005 this Commission recommended, and the Board approved, allowing the operator to accept freezers, refrigerators and air conditioners and offer the required Freon removal services for a fee (currently $30).

The site has a drop off area for the collection of "curbside" recyclables (paper, plastic bottles, steel "tinned" cans, and glass). The materials allowed on the Uniform Statewide Collection List are collected together. The glass is collected separately.

- In this drop off area is a trailer for beverage containers covered under Oregon's Bottle Bill. These are taken off site for processing and redemption by Ant Farm, a non-profit youth services organization.
- A compactor is available to drop off cardboard.
- Covered electronic waste, used motor oil and lead acid batteries can also be dropped off.
- In August 2026, a new RecycleOn! center was added to the site. The materials collected are: Plastic bags & stretchy plastic; Plastic lids; Rigid plastic package handles, large plastic buckets & pails; aluminum foil & trays; shredded paper. In other locations these centers will collect glass.

The RecycleOn! center was provided and is funded by producers through provisions in the Recycling Modernization Act. A contractor regularly removes the material from the Center for disposition. Transfer station staff monitor the center, answering customers' questions and ensuring the bins aren't overflowing. The contractor and transfer station staff are paid by Circular Action Alliance, a non-profit created by the producers to meet their funding obligations in the Recycling Modernization Act.

The location of the drop off area allows customers to deliver material and remain out of the garbage disposal traffic flow. The public is not charged separately for dropping off these materials.

In addition to this drop off area for materials that can be recycled, the station operator encourages the public to separate metal and furniture from their garbage loads at the tip deck. Some customers throw directly into the labeled drop boxes from the tipping deck. Those who need assistance drop off the material on the deck and staff loads it into the drop boxes.

The transfer station also accepts tires for recovery. Customers are charged a fee to dispose of tires. Molalla Discount Tires is contracted to collect the tires from the site.

The transfer station is not authorized to accept hazardous waste. The operations plan, required by the DEQ permit, outlines procedures to follow if hazardous material is found on site.

In September 2025 the operator transitioned from using drop boxes to haul garbage to Columbia Ridge Landfill to using 48' open top trailers allowing for larger loads to be delivered. The operator has a contract with Walsh Trucking to deliver the trailers to the landfill. Drop boxes are still used to move materials for recovery and dry waste delivered to Hillsboro Landfill. These are hauled by 12 Mile Disposal. The metal boxes are provided and collected by Metro Metals.

The addition of the trailers prompted changes to the railing system and the dumping procedure. The trailers are taller than the drop boxes and extend above the deck. The open railing system allowed too much garbage to fall between the trailer and the wall creating conditions that could cause storm water management violations. The operator covered the railing with steel plating creating a barrier to prevent the material from easily falling over the edge. Diverters were attached to the plating to direct garbage away from the railing towards the open top trailer. The change has helped the site remain cleaner.

The transfer station does have a scale on site. The location of the scale and the large number of public vehicles coming to the site make it impractical to use the scale to weigh each of the incoming loads. However, the scale is used to weigh large loads delivered by construction contractors and other businesses. It is also used to weigh the outgoing trailers and drop boxes of garbage and recyclables. These weights provide accounting oversight, for the transfer station franchisee. The franchisee can determine if the disposal site or processing facility assesses the proper fees. These weights also provide an estimation of how many tons are delivered by the public.

During 10 years (Jan 2015-Dec 2025) approximately 351,146 private vehicles visited the site, delivering 65,212 tons of garbage, 17,964 tons of recyclables, 22,441 tires, and 35,779 gallons of used motor oil.

Currently, the County has a Transfer Station Franchise Agreement with Waste Management of Oregon, Inc to operate the Transfer Station. The operational protocols and fees charged are determined by Clackamas County. This agreement expires January 31, 2027.

Franchise Approval and History

- December 14, 1967 – Date of initial zoning. A facility to dump garbage was operated on this property by Clackamas County.
- May 28, 1971 – Clackamas County contracts with LaVelle Construction to operate the existing Sandy Dump. Public dumps material on ground, where it is run over with a loader and loaded into dump trucks. County provides subsidies and a loader on site, use County trucks to deliver garbage to Rossman Landfill in Oregon City.
- May 1972 County contracts with Hood View Solid Wastes (James Hart) to operate the transfer station. Operation switched to a drop box system where public deposits waste into drop boxes and delivered to Rossman Landfill.
- March, 1973 - DEQ granted Clackamas County a Disposal Permit to operate a rural transfer station known as the Sandy Transfer Station.
- August 6, 1976 - Clackamas County contracts with Michael D Miles Sanitation to operate the Sandy Transfer Station. County subsidizes operation ($1,635/quarter).
- October 20, 1983 - Clackamas County contracts with Mt. Hood Refuse Removal, Inc. No County subsidy. Operate on County fees only.
- May 10, 1990 - Clackamas County converted the contract with Mt Hood Refuse Removal, Inc. to a Transfer Station Franchise Agreement for the operation of the transfer station.
- September 1995 – The franchise for the operations of the Sandy Transfer Station was transferred to Sanifill, Inc. dba Mt. Hood Refuse Removal, Inc.

  The ownership of Mt. Hood Refuse Removal, Inc. changed several times since the Transfer Station Franchise was issued. The current owner, Waste Management of Oregon, Inc. holds the Transfer Station Franchise through January 31, 2027.
- January 1997 – DEQ issued disposal permit #121 to Mt Hood Refuse Removal, Inc. a wholly owned subsidiary of Waste Management of Oregon, Inc. This permit expired January 21, 2007. Because of DEQ process actually ran through April 13, 2007.
- October 26, 2000 Board of County Commissioners approved and signed a 5 year renewal of the franchise agreement with USA Waste of Oregon, Inc. to operate the Transfer Station.
- May 5, 2005 – Board of County Commissioners approved (Board Order 2005-95) an extension of the Transfer Station Franchise Agreement to correspond to the expiration of the DEQ Disposal Permit (Jan 21, 2007). Additionally, approved an increase to user fees

and added the service to collect appliances containing refrigerant. The franchise fee was increased to 5% of gross revenues, and the name of the facility was changed.

- April 13, 2007 DEQ renewed permit #121 to expire January 31, 2014.
- May 3, 2007- Board of County Commissioners approved an extension of the Transfer Station Franchise Agreement with Waste Management of Oregon to January 31, 2017.
- February 27, 2014, The DEQ re-issues permit #121 to expire November 30, 2023. DEQ SW Permits remain in effect until they are modified, revoked or renewed. This DEQ permit is in effect at the time of the January 2027 franchise renewal.
- June 8, 2017, The Solid Waste Commission Recommended and the Board approved the renewal of the franchise agreement with WM to operate the Transfer Station for ten (10) years beginning January 31, 2017-2027.

Transfer Station Franchise Agreement

Waste Management of Oregon, Inc. currently holds a franchise agreement with the County for the operation of the Clackamas County Transfer Station. This agreement is scheduled to expire on January 31, 2027. The current operator has successfully managed the transfer station, for the public's benefit, despite the limitations presented by the physical attributes of the site.

The transfer station has been operating in the same manner since 1973. It is a public drop-off facility using trailers and drop boxes to deliver garbage to approved disposal sites and materials to be recovered or recycled to appropriate markets. In 1983 the transfer station operator was selected through a competitive bid process.

Prior to the expiration of the 1983 contract the contractor approached the County with a proposal to lease the property and continue operating the facility. The County determined a franchise agreement aligned with newly adopted sections of the existing ordinance served the County's purpose best, while accomplishing the mutual benefits afforded through leasing. The franchise agreement has been the tool used to regulate the operation of the transfer station since 1990. The existing franchise agreement was extended by the Board on June 8, 2017, following a recommendation of the Solid Waste Commission.

Department of Environmental Quality Permit #121

The current permit has an expiration date of November 30, 2023. DEQ SW Permits remain in effect until they are modified, revoked or renewed. County staff have confirmed with DEQ staff the transfer station operations are in good standing.

Land Use

A 1996 land use decision placed new operational restrictions on the transfer station limiting the County's options for utilizing the transfer station as a tool to serve its rural citizens. The decision imposed an annual tonnage limit on the amount of material delivered to the transfer station by the public and collection franchisees.

The current operator and staff believe there may be possibilities to alter the operations of the transfer station to provide increased service to the public. Improving traffic flow for the public,

increasing recovery from dumped material, and increasing capacity and movement of trailers destined for the landfill are a few of the improvements to be considered.

Initial exploration of the land use decision concluded that working towards a change was not warranted in the short time allowed by the interim extension. Instead, the County, in conjunction with the current operator, has explored and implemented changes within the current land use conditions to provide improvements to the facility.

Site Improvements

In 2005 the County determined the condition of Canyon Valley Road was unsuitable for the public traveling to the facility or for the neighbors sharing what is essentially the entrance road to the transfer station. Road improvements were completed in the fourth quarter of 2006. Included in the improvements was a widening of the roadway as it enters the facility, this has improved the traffic flow on the site, minimized queuing on the public road, and eliminated some cross traffic situations enhancing vehicle safety on the site.

In November of 2010 the site was paved with asphalt. In July 2012 a section of concrete pavement was added to the box loading travel area on the incline. This section is designed to withstand the heavy truck weights and repeated use.

In 2017 the County and the franchisee collaborated to have a new railing system built on site. In addition to the new railing, repairs to the tip wall were made.

In 2026 alterations were made to the railing system to accommodate the taller trailers

Site Stewardship

The current franchisee has the expertise necessary to ensure the environmental integrity of the covered dump is maintained. The franchisee has conducted several projects on the site, (berry removal, pavement leveling, etc.) to allow for inspection of the cover and ensure surface water is maintained to avoid erosion of the soil covering the old open dump. The current franchisee has maintained the property in accordance with the current agreement and conditions of land use approval. Additionally, they have made changes to the site and operations to achieve the safety of the customer and improve operational efficiencies.

During the past 10 years the County has used franchise fees earned from the operation to make improvements to the site. The access road to the site has been improved, the entrance widened and the site has been paved.

Reporting/Fee Payments

The franchisee has submitted the required reports and insurance documents in a timely manner. In addition, they have completed and submitted a complete financial review when requested by the County. The franchise fees and associated quarterly reports have been submitted on time. The current franchisee has complied with staff's requests for information whether specified in the franchise agreement or not.