

RESOLUTION NO. 5498-20

A RESOLUTION AUTHORIZING SOLID WASTE AND RECYCLING RATE  
ADJUSTMENTS AND RESCINDING RESOLUTION NO. 5365-18

WHEREAS, City of Tualatin has an exclusive franchise with Republic Services, as set forth in Ordinance No. 1318-11;

WHEREAS, Republic Services has requested a 3.1% aggregate rate adjustment because of increased costs due to inflation, fuel and disposal costs, vehicle and container replacements and a decline in the commodity revenues;

WHEREAS, the City Council considered the 3.1% aggregate rate adjustment to the solid waste and recycling fees from Republic Services; and

WHEREAS, the proposed rate adjustment will keep Tualatin rates comparable with the average cost of service to surrounding cities.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

**Section 1.** Effective July 1, 2020, the service rates and changes set forth in Schedule A and B, which are attached and incorporated into this resolution, are established and authorized for collection of solid waste, refuse, and recycling material within the corporate limits of the City of Tualatin.

**Section 2.** Effective July 1, 2020, Resolution No. 5365-18 is rescinded in its entirety.

**Section 3.** This resolution is effective upon adoption.

INTRODUCED and ADOPTED by the City Council this 8<sup>th</sup> day of June, 2020.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
Mayor

APPROVED AS TO FORM

ATTEST:

BY \_\_\_\_\_  
City Attorney

BY \_\_\_\_\_  
City Recorder

# Resolution No. 5498-20

## Schedule A

REPUBLIC SERVICES OF CLACKAMAS AND WASHINGTON COUNTY

CITY OF TUALATIN

I. RECYCLING SERVICES: The rates below were established to include the cost for specific recycling services, as well as the collection and disposal of solid waste. They include the items listed below. The current recycle surcharge that is being considered by the city is excluded from the scheduled items below:

A. SINGLE-FAMILY RESIDENTIAL:

1. Weekly curbside pick-up of co-mingled recycling on the same day as garbage service providing one 65-gallon roll-cart container and a glass recycling bin.
2. Weekly curbside pick-up of yard debris providing a 65-gallon roll cart. Only yard debris at the curb in the 65-gallon roll cart will be collected.

B. MULTI-FAMILY RESIDENTIAL: Weekly or weekly on-call pick-up of recyclables (newspaper, glass, tin, aluminum, and cardboard).

C. CITY OFFICES: Office paper recycling of all items included in the Republic Services Mixed Paper Program and corrugated cardboard.

II. MONTHLY RATE FOR RESIDENTIAL SERVICE OF ONE CART:

Cart Size	One Stop per Week
20-Gallon	<del>\$23.00</del> \$23.71
35-Gallon	<del>\$27.00</del> \$27.84
65-Gallon	<del>\$36.00</del> \$37.12
Occasional extra	<del>\$5.50</del> \$5.67
(35-Gallon can or Bag)	<del>\$11.00</del> \$11.34
An additional cart will be charged at double the single cart rate.	

**NOTES ON RESIDENTIAL SERVICE:**

1. In mobile home parks and apartment complexes where residents have individual cart service and individual billing, single-family cart rates will apply. Where park residents have individual service, but the owner of the park is responsible for payment of services.

2. All carts will be provided by the franchisee to regular, weekly customers with a cart service level only. No carts will be provided on an on-call basis.
3. Only 35-gallon carts can be used for the occasional extra cart for both regular and occasional customers.
4. An occasional extra 35-gallon cart for a regular customer is ~~\$5.50~~ **\$5.67**.
5. The minimum charge for any stop for an occasional customer is ~~\$11.00~~ **\$11.34**. Occasional customers (on-call) should have their carts serviced a minimum of once (1) every other month.
6. Recycling service will be provided to an occasional customer only on days that garbage is collected from that customer. A fee of ~~\$11.08~~ **\$11.69** may be charged for replacement of damaged or lost glass recycling bins. Customers will be charged ~~\$70.00~~ **\$72.17** for a lost or damaged garbage, recycling, or yard debris carts.
7. State Accident Insurance Fund safety recommendations shall be followed. Cans provided by customers shall not exceed 35-gallons and 60-pounds when full.
8. Yard debris carts are intended for the collection of yard debris only. If the yard debris or recycle cart contains material other than yard debris/recycling, collection shall be charged at garbage rates (~~\$11.00~~ **\$11.34** per contaminated cart).
9. Carts and recycling bins shall be at curbside no more than 24 hours prior to collection and shall be removed within 24 hours after collection of solid waste and recyclables by the franchisee.
10. An extra charge may be made for service that incurs additional disposal costs such as tires, major appliances, etc., or for handling oversized, odorous, dangerous, or liquid articles.
11. Customers may request recycling only (~~\$7.00~~ **\$7.22** per month); yard debris collection only (~~\$7.00~~ **\$7.22** per month); or both (~~\$14.00~~ **\$14.44** per month).
12. An extra charge of ~~\$27.00~~ **\$27.84** for a driver to go back and pick up customer who was reinstated or failed to put cart out on time after driver has left area.

### III. MULTI-FAMILY AND COMMERCIAL SERVICE:

Monthly Rates for Multi-Family and Commercial Single Cart Service - Loose	
Cart Size	One Stop Per Week
35-Gallon	<del>\$24.50</del> <b>\$25.26</b>
65-Gallon	<del>\$33.02</del> <b>\$34.04</b>
90-Gallon	<del>\$40.47</del> <b>\$41.72</b>
An occasional extra 35-Gallon Can or Bag	<del>\$5.50</del> <b>\$5.67</b>
An additional Cart will be charged at double the single Cart rate.	

**Monthly Rates for Multi-Family and Commercial  
Single Cart Service – Loose**

Container Size	Stops per Week					
	1	2	3	4	5	6
1 Cubic Yard	\$105.01	\$200.64	\$293.72			
	\$108.27	\$206.86	\$302.83			
1.5 Cubic Yard	\$133.13	\$261.17	\$381.89	\$497.22	\$609.25	
	\$137.26	\$269.27	\$393.73	\$512.63	\$628.14	
2 Cubic Yard	\$175.76	\$341.34	\$498.16	\$646.88	\$793.89	\$953.17
	\$181.21	\$351.92	\$513.60	\$666.93	\$818.50	\$982.72
3 Cubic Yard	\$245.29	\$474.79	\$691.08	\$891.14	\$1,102.58	\$1,339.56
	\$252.89	\$489.51	\$712.50	\$918.77	\$1,136.76	\$1,381.09
4 Cubic Yard	\$311.11	\$602.11	\$891.10	\$1,163.83	\$1,427.79	\$1,713.21
	\$320.75	\$620.78	\$918.72	\$1,199.91	\$1,472.05	\$1,766.32
5 Cubic Yard	\$379.10	\$744.86	\$1,088.08	\$1,432.64	\$1,757.95	\$2,109.52
	\$390.85	\$767.95	\$1,121.81	\$1,477.05	\$1,812.45	\$2,174.92
6 Cubic Yard	\$438.72	\$861.63	\$1,277.76	\$1,658.74	\$2,081.28	\$2,462.26
	\$452.32	\$888.34	\$1,317.37	\$1,710.16	\$2,145.80	\$2,538.59
8 Cubic Yard	\$550.64	\$1,080.25	\$1,597.43	\$2,124.29	\$2,457.60	\$2,835.03
	\$567.71	\$1,113.74	\$1,646.95	\$2,190.14	\$2,533.79	\$2,922.92

**A. COMPACTED CONTAINER SERVICE:**

Compacted is defined as manually or mechanically compacted. When materials can be collected from a compacted container by the normal container truck, the charge will be three (3) times the loose container rate. The weight of material put into a container or drop box, whether compacted or un-compacted, shall not exceed the lifting capacity of the collector's equipment nor shall the weight put the collector over the weight limit for the loaded vehicle. Compactor containers shall be furnished by the customer and shall be compatible with the collector's equipment. Customer shall be required to maintain the container in a safe and operable condition in accordance with workers' compensation board regulations.

**RECYCLING ONLY RATES:**

Where a multi-family complex uses a compactor or train system for garbage collection, the following schedule will be used to charge for recycling services provided:

Recycling Rates for Multi-Family Sites	
With Compactors or Train Systems	
Number of Units	Monthly Charge
10-99	<del>\$148.05</del> <b>\$152.64</b>
100-199	<del>\$2.52</del> <b>\$2.60</b>
200-299	<del>\$1.98</del> <b>\$2.04</b>
300-399	<del>\$1.79</del> <b>\$1.85</b>
400+	<del>\$1.73</del> <b>\$1.78</b>

Note: Customer will provide and maintain enclosure/shelter and Hauler will provide containers. Enclosure/shelter is defined as any City/Hauler-approved system to collect material. Material to be collected must be approved by the Hauler.

**NOTES ON MULTI-FAMILY AND COMMERCIAL SERVICE:**

1. Additional carts shall be at 100% of the first cart rate multiplied by the stops per week.
2. An occasional extra 35-gallon can for a regular customer shall be ~~\$5.53~~ **\$5.70** each occurrence.
3. An extra charge may be made for garbage which is not readily available on collection day or which needs additional janitorial service.
4. The charge for multiple units of any type shall be to the owner of the units.
5. Collection of tires, major appliances, etc., or for handling oversized, odorous, dangerous or liquid articles will be charged according to the charges referred to in Schedule A — Section 6.
6. When a stop uses the equivalent of seven or more 35-gallon carts, collector may require that the service be shifted to a container-type service.
7. Franchisee reserves the right to refuse carts to any customer where the use is not compatible with the cart.
8. All carts will be provided by franchisee.

**IV. DROP BOX SERVICE:**

Drop box rates shall be the following rates plus 103% of disposal fees. The disposal fee includes landfill or transfer center fee, disposal franchise fee, and Metro user or service fees. The rates are as follows:

Box Size	Loose (Per Haul)	
<30 Yard	<del>-\$121.41</del>	\$125.17
30 Yard	\$144.84	\$149.33
40 yard	<del>\$175.80</del>	\$181.25
<30 Yard compactor	\$175.80	\$181.25
30 Yard Compactor	\$235.52	\$242.82
40 Yard Compactor	<del>\$266.54</del>	\$274.80

**A. MISCELLANEOUS ADDITIONAL DROP BOX CHARGES:**

1. Delivery fee of ~~\$45.00~~ **\$46.40** shall be charged for drop box delivery for the occasional customer or repeat customer requiring service at different locations.
  - 1a. An additional haul fee of ~~\$28.33~~ **\$29.21** will be charged to customers with covered (lids) boxes that require the box to be round-tripped.
2. Special disposal/diversion needs: All customers will be charged the hourly charge rate in addition to the normal haul rate whenever collected materials require disposal at a site other than the franchisee's traditional disposal site.
3. After 48 hours, temporary users of 10-cubic yard and larger drop boxes collecting loose materials shall be charged a rental fee (noted below):

Box Size	Loose (Per Day)	Loose (Per Month)	Loose (Per Day)	Loose (Per Month)
10 Yard	\$7.84	\$87.04	\$8.08	\$89.74
20 Yard	\$7.84	\$87.04	\$8.08	\$89.74
30 Yard	<del>\$8.41</del>	<del>\$92.85</del>	\$8.67	\$95.73
40 Yard	<del>\$9.00</del>	<del>\$98.65</del>	\$9.28	\$101.71

4. Additional rental fees of ~~\$6.54~~ **\$6.74** per month may be charged to customers who require custom made drop boxes or boxes with lids. Additional rental fees of ~~\$16.00~~ **\$16.50** per month will be charged for customers who have their box(es) hauled less than one time per month.

#### V. MISCELLANEOUS SERVICE RATES AND PROVISIONS:

- A. Hourly hauling rates (plus cost of disposal):
  - 1 truck and 1 driver ~~\$113.78/hour~~ **\$117.31/hour**
  - 1 truck, 1 driver, and 1 helper ~~\$143.73/hour~~ **\$148.19/hour**
- B. Each location of carts, containers, or drop boxes will be billed as a separate account.
- C. When customers abuse or cause excessive wear or damage to a cart, container, or drop box, the cost of repair or replacement may be charged to the customer. Customers shall take appropriate actions to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste, or hot ashes are not put into a cart, container, or drop box.
- D. The weight of material put into a container or drop box, whether compacted or un-compacted, shall not exceed the lifting capacity of the collector's equipment nor shall the weight put the collector over the weight limit for the loaded vehicle. The collector shall furnish the customer with information concerning limitations on his equipment, upon request. If the total weight of a container exceeds 500 pounds per cubic yard for 40-yard container, 600 pounds per cubic foot for a 30-yard, or 900 pounds for a 20-yard container, an additional reasonable disposal fee may be charged. Customers shall not overfill a cart or container so that the lid cannot be securely closed. If a cart or container is overfilled, an additional reasonable fee may be charged. If the contents of a container, cart, or drop box are compacted (either mechanically or manually), the compactor rate shall be charged.
- E. Customers shall provide a space for all carts, containers, or drop boxes, whether used for garbage or recycling, that has adequate and safe access for collection personnel and equipment. The space provided must also comply with the City of Tualatin Development Code.
- F. If overtime or weekend collection is required to meet the request of a customer, the hauling portion of the rate shall be increased by 50%.
- G. The collection of tires shall be charged under the hourly charge rates, plus disposal.
- H. Garbage or yard debris carts which exceed two pounds per gallon, or where lids will not properly close, will be assessed an "occasional extra" charge of ~~\$5.50~~ **\$5.67**.

- I. Yard debris carts contaminated with garbage will be charged ~~\$11.00~~ **\$11.34** extra per occurrence.
- J. Franchisee may require generators of putrescible solid waste to remove waste at least every seven days, or more frequently, if necessary, to prevent a health hazard, nuisance, or pollution.
- K. When a single customer uses multiple carts, which are the equivalent of one cubic yard or more of waste per week, the franchisee may require the customer to change to a container type service.
- L. If material collected requires disposal at a site other than the franchisee's normal disposal site, the customer will be charged under the hourly charge rate, in addition to the normal haul rate.
- M. Placement of hazardous waste material, including tires, liquid waste (paint), and appliances, in a unit collected by franchisee is prohibited.

All customers shall provide a space, regardless of type of unit that is adequate for the franchisee to safely collect the material. The space provided must comply with the City of Tualatin's Development Code.

- O. Customers requesting the temporary use of a three-cubic-yard container will be charged ~~\$122.84~~ **\$126.65** for delivery, removal, and disposal. Containers on-site for a period in excess of 72 hours shall be charged rent at a rate of ~~\$19.05~~ **\$19.64** per week or ~~\$133.35~~ **\$137.48** for an extra haul fee. Container can only be on site for a maximum of two (2) weeks.
- P. Enclosures where driver has to open gates and roll out containers will be charged ~~\$17.41~~ **\$17.95** per enclosure per month.
- Q. Medical waste restrictions. Placement of any medical waste, including syringes, IV tubing with needles attached, glass tubes, and slides, in a unit collected by franchisee is strictly prohibited. Republic Services will provide at-cost sharps containers for medical waste disposal, (current cost is ~~\$17.41~~ **\$17.95** per container). Disposal of these containers must be brought directly to their facility for exchange/disposal.
- R. Franchisee will perform special pick-ups of irregular materials charging current disposal rates plus labor. These pick-ups will be performed at Republic Service's discretion and schedule.





Other:

Bicycle	<del>\$11.50</del>	\$11.86
Waterbed bag	<del>\$16.98</del>	\$17.51
Windows	<del>\$16.98</del>	\$17.51
Treadmill, door, furnace, BBQ, satellite dish,	<del>\$28.21</del>	\$29.08
lawnmower Basketball Hoop	<del>\$45.19</del>	\$46.59
Hot Water Heater (empty)	<del>\$45.19</del>	\$46.40
Hot Tub Cover	<del>\$55.00</del>	\$56.71
Entertainment Center	<del>\$55.00</del>	\$56.71
Christmas Tree less than 6'	<del>\$10.00</del>	\$10.31

E-waste Removal:

TV under 25", PC, Monitor, laptop	<del>\$16.98</del>	\$17.51
TV over 25"	<del>\$33.96</del>	\$35.01
TV console, TV Projection,	<del>\$45.19</del>	\$46.59

copiers

Customers shall not place hazardous chemicals, paints, corrosive materials, hot ashes or dirt/rocks into the carts or bins.

Damaged carts/bins due to noncompliance with the above

Return trip fee (if bulk items are not out for pick-up): ~~\$25.00~~ \$25.78

**Bankruptcy and account closures for failure to pay:**

Payment of service provided and two months advance payment required for residential and commercial service. Payment is due at delivery of service for industrial service.

**Service interrupt fee/late fees:**

A late fee of 18% per annum with a \$5.00 monthly minimum will be charged for non-payment after 45 days from invoice date for all lines of business.

Flat fee of \$25.00 will charged after 60 days of non-payment for all lines of business.

**VII. FUTURE ANNUAL REPORT FILING SCHEDULE FOR FRANCHISEE:**

On or before March 15, franchisees shall file an annual report with the City for the year ending the previous December 31.

Resolution No. 5498-20  
Schedule B

Republic Services of Tualatin

	Current	Requested 3.1% Rate Adjustment	As of July 1, 2020	Washington County Interim Surcharge
<b>Residential</b>				
20 gallon	\$23.00	\$0.71	\$23.71	\$2.00
35 gallon	\$27.00	\$0.84	\$27.84	\$2.00
65 gallon	\$36.00	\$1.12	\$37.12	\$2.00
<b>Commercial</b>				
35 gallon	\$24.50	\$0.76	\$25.26	\$2.00
65 gallon	\$33.02	\$1.02	\$34.04	\$2.00
90 gallon	\$40.47	\$1.25	\$41.72	\$2.00
1 yard	\$105.01	\$3.26	\$108.27	4%
1.5 yard	\$133.13	\$4.13	\$137.26	4%
2 yard	\$175.76	\$5.45	\$181.21	4%
3 yard	\$245.29	\$7.60	\$252.89	4%
4 yard	\$311.11	\$9.64	\$320.75	4%
6 yard	\$438.72	\$13.60	\$452.32	4%
8 yard	\$550.64	\$17.07	\$567.71	4%
<b>Industrial</b>				
10 yard	\$121.41	\$3.76	\$125.17	N/A
20 yard	\$121.41	\$3.76	\$125.17	N/A
30 yard	\$144.84	\$3.76	\$149.33	N/A

The Washington County Recycling Surcharge is not adjusted in this resolution.