

FILED

JUN 18 2014

TASSI O'NEIL
COUNTY CLERK

**THE BOARD OF COUNTY COMMISSIONERS
FOR THE COUNTY OF TILLAMOOK IN THE STATE OF OREGON
SITTING AS THE BOARD OF THE SOLID WASTE SERVICE DISTRICT**

**In the Matter of Transferring the Ownership)
of the Collection Franchise for Solid Waste)
Collection Franchisee from LDW)
Enterprises, LLC, dba City Sanitary Service)**

**ORDER
#14 - 040
SWSD #14 - 006**

This matter coming on to be heard this 18th day of June, 2014 at a regular meeting of the Board of Commissioners, sitting as the governing body of the Solid Waste Service District (SWSD). A request for ownership transfer of the City Sanitary Service Collection Franchise from LDW Enterprises, LLC to Walker Waste Solutions, LLC has been submitted by LeRoy and Doug Walker, co-owners of LDW Enterprises, LLC, and Robert Poppe and Ronald Walker, co-owners of Walker Waste Solutions.

The SWSD Board being fully apprized of the records and files herein finds as follows.

1. Section 4.15 of the Tillamook County Ordinance #4 states that "A franchisee may transfer the franchisee's franchise, or a portion thereof, to other persons only upon written notice to and approval by the Board."
2. Notice of the proposed transfer has been given to Tillamook County.
3. The Tillamook County Solid Waste Advisory Committee at its meeting on June 10, 2014 recommended transfer of franchise be approved.
4. In order to conform to the minimum levels of Liability Insurance coverage required by county policy, Section 11 of the conditions of franchise should be modified as follows:

Property Damage	\$ 500,000 (one claimant)
	\$1,000,000 (all claimants)
Personal Injury or Death:	\$1,000,000 (one claimant)
	\$2,000,000 (all claimants); and
5. The Tillamook County Board of Commissioners has determined that the request for the change of ownership (franchise) of "City Sanitary Service" to Walker Waste Solutions, LLC meets all applicable requirements.

NOW THEREFORE, IT IS HEREBY ORDERED that

6. City Sanitary Service Solid Waste Collection Franchise be transferred to "Walker Waste Solutions, LLC," effective July 1, 2014.

7. The "Conditions of Franchise" (Section 11) shall be modified as follows:

Property Damage	\$ 500,000 (one claimant)
	\$1,000,000 (all claimants)
Personal Injury or Death:	\$1,000,000 (one claimant)
	\$2,000,000 (all claimants);

8. Be it also ordered that the transferee comply with the "Conditions of Franchise" which are attached hereto as "Exhibit A".

DATED THIS 18th DAY OF June, 2014.

**BOARD OF COUNTY COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON**

Aye Nay Abstain/Absent

Bill Baertlein, Chair

_____ / ✓

Tim Josi

Tim Josi, Vice Chair

✓ _____ / _____

Mark Labhart

Mark Labhart, Commissioner

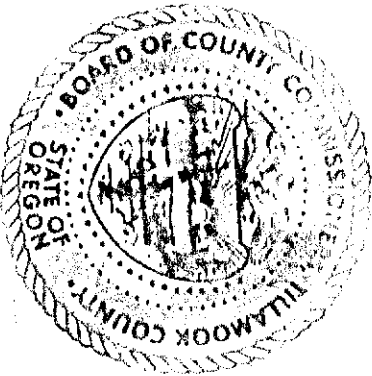
✓ _____ / _____

ATTEST: Tassi O'Neil
County Clerk

APPROVED AS TO FORM:

By: Susan L. Beecraft
Special Deputy

William K. Sargent
William K. Sargent, County Counsel



SOLID WASTE COLLECTION FRANCHISE

LDW ENTERPRISES, LLC, DBA CITY SANITARY SERVICE

CONDITIONS OF FRANCHISE

1. These "Conditions of Franchise" pertain to the Solid Waste Collection Franchise granted to the LDW ENTERPRISES, LLC, DBA CITY SANITARY SERVICE hereinafter called FRANCHISEE.
2. Pursuant to the authority of ORS 459 and Section 4 of the Solid Waste Ordinance No. 4, the County grants this exclusive Franchise for the collection of all Solid Waste generated within the unincorporated areas of Tillamook County. The franchise is subject to all of the terms, conditions and requirements of the Tillamook County Solid Waste Ordinance No. 4, as now enacted and as hereafter may be amended. Amendments under this condition do not include any which would terminate the right of the FRANCHISEE to continue to provide service within the service area, during the term of this franchise agreement. The FRANCHISEE may appeal to the Board of Commissioners under Section 10 of Ordinance No. 4 any amendments, which may in any way affect operations under the franchise. The quality and character of the service to be provided hereunder shall be in accordance with the minimum requirements as set forth in the Tillamook County Solid Waste Ordinance No. 4 and any other standards agreed to by the FRANCHISEE and the COUNTY and as set forth in Appendix "B", attached hereto and made a part hereof by this reference.
3. The service area covered by this agreement is shown in the attached boundary description (Appendix "A", included herein by reference) excluding therefrom the area within any incorporated cities. A service area may change from time to time as the boundaries of any incorporated cities in or adjacent to the service area change.
4. The term of this franchise agreement shall be from July 1, 2005 until June 30, 2015. Except as may be extended by agreement of the parties, the rights and privileges granted herein shall be in full force and effective through June 30, 2015; provided however, that commencing July 1, 2006 and each July 1 thereafter (the "anniversary date"), this Franchise term shall be automatically extended one (1) additional year unless the COUNTY, in its sole discretion provides written notice to the FRANCHISEE that it elects not to approve such annual extension. Written notice of the COUNTY'S election not to grant an annual extension shall be delivered to the FRANCHISEE within thirty (30) days prior to the next applicable anniversary date. Nothing in this section restricts the COUNTY from suspending, modifying or revoking the Franchise Agreement in the event of gross misconduct, negligence or non-performance on the part of the FRANCHISEE.

5. The FRANCHISEE shall pay to the Tillamook County an annual fee of \$75.00 per collection vehicle. Future changes in this fee are subject to review and approval by the Tillamook County Board of Commissioners.
6. The FRANCHISEE shall provide, all labor, supervision, materials, supplies and equipment to handle and perform the services as required to collect and transport solid waste and all other items necessary to perform the services required as provided in Appendix "B". Franchisee shall be obligated to collect all Solid Waste generated within Tillamook County subject to the terms and conditions of this agreement. Solid Waste is to be covered adequately to prevent waste from escaping. The FRANCHISEE will maintain a regular schedule of pickup within the service area. Service shall be provided to all persons in the area who order and pay for such service and who otherwise comply with FRANCHISEE'S reasonable requirements concerning adequacy and location of containers.
7. The FRANCHISEE shall provide recycling service as required by Solid Waste Ordinance No. 4, ORS 459A, Appendix "B", and rules promulgated under said ordinance and statute.
8. The FRANCHISEE shall accomplish the work and services provided in a thorough and professional manner so that the residents and businesses within the County are at all times provided litter free, reliable, courteous and high-quality Solid Waste Collection, and any specified Recycling Services in accordance with Tillamook County Solid Waste Ordinance No. 4, ORS 459A and Appendix "B".
9. The FRANCHISEE shall establish and maintain an office where service may be applied for and complaints can be made. It shall be equipped with sufficient telephones, and shall have a responsible person in charge during normal business hours. A telephone answering service or machine shall be used when office is not open. Franchisee shall perform all services and furnish all personnel, equipment and supplies necessary to timely bill and collect from all Customers, all rates and charges authorized by the Tillamook County Board of Commissioners as referenced in Appendix "B".
10. The FRANCHISEE shall provide and maintain Worker's Compensation Insurance, in accordance with the laws of the State of Oregon, for all of the FRANCHISEE'S employees. A Certificate shall be filed with the COUNTY by the insurance carrier showing such insurance to be in force at all times.
11. The FRANCHISEE shall provide and maintain Public Liability and Property Damage Insurance coverage for not less than:

FOR PROPERTY DAMAGE:	\$ 50,000 for one claimant
FOR PERSONAL INJURY:	\$200,000 for one claimant
TOTAL FROM ONE OCCURRENCE:	\$500,000

to protect the FRANCHISEE, the FRANCHISEE'S agents, and the FRANCHISEE'S employees from claims for damages for personal injury, including wrongful and accidental death and property damage which may arise from operations under this franchise, whether such operations be performed by the FRANCHISEE, the FRANCHISEE'S agents, or the FRANCHISEE'S employees. The policy or policies shall contain a clause showing an endorsement that such insurance may not be canceled or reduced without first giving the COUNTY thirty (30) days notice in writing. Such insurance shall be on an occurrence basis and name the County as an additional insured. The Public Liability and Property Damage Insurance County minimum is required however the County recommends the Franchisee review its need and increase coverage accordingly.

12. The FRANCHISEE shall obtain at the FRANCHISEE'S expense all permits and licenses required by law or ordinance and maintain same in full force and effect.
13. The FRANCHISEE shall transport all collected solid waste with the exception of source separated recyclable material from Tillamook County to the Tillamook County Transfer Station for disposal. This facility is legally empowered to accept solid waste, and is approved and licensed by the State of Oregon Department of Environmental Quality. Source separated recyclable material may be transported to a legal facility of the Franchisee's choice.
14. The FRANCHISEE shall be allowed to charge and collect those rates approved by the Board of Commissioner's as stated in Section 5 of Tillamook County Solid Waste Ordinance No. 4. Rate changes shall be requested annually no later than April 1. A written letter of request, comprehensive rate sheet showing all current and proposed rates, copy of customer notification (to be sent if approved), and written statement addressing Ordinance No. 4, Section 5.01 B (a. - q.) shall be submitted. County may require changes in existing services or the addition of new services and Franchisee shall comply. If such changes result in setting a rate or increased cost to the Franchisee, Franchisee shall have a right to submit for a special rate request and adjustment pursuant to Section 5 of Ordinance No. 4.
15. All operations shall be conducted in strict compliance with the Solid Waste Ordinance, all other applicable state and federal laws and regulations, and the terms and conditions of this franchise agreement.
16. It is agreed that if the FRANCHISEE is judged bankrupt, either voluntarily or involuntarily, then the franchise shall terminate effective on the day and at the time the bankruptcy petition is filed.
17. The failure of the COUNTY at any time to require performance by the FRANCHISEE of any provisions hereof shall in no way affect the right of the COUNTY thereafter to enforce same. Nor shall waiver by the COUNTY of any breach of such provisions hereof

be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

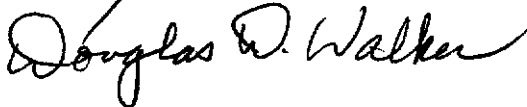
18. If any provision of the franchise rules and regulations shall be declared illegal, void, unenforceable or invalid by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.
19. The FRANCHISEE will defend, save harmless and exempt the COUNTY, its elected officials, employees and agents from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees resulting from injury to persons or damage to property because of work done in the performance of this agreement. The COUNTY reserves the right to retain counsel of its choice at its own expense or, in the alternative, approve counsel obtained by the FRANCHISEE.

I, on behalf of LDW ENTERPRISES, LLC, DBA CITY SANITARY SERVICE do hereby acknowledge these "Conditions of Franchise," including the boundary as described in Appendix "A", and the Solid Waste and Recycling Collection Service Standards as described in Appendix "B" as being the conditions of the granting of the Solid Waste Collection Franchise by the Tillamook County Board of Commissioners, and that failure to abide by these "Conditions of Franchise" is cause for suspension, modification, revocation or refusal to renew the franchise.

FRANCHISEE

LDW ENTERPRISES, LLC, DBA CITY SANITARY SERVICE

By 
Authorized Member



APPENDIX "A"

FRANCHISE BOUNDARY

LDW ENTERPRISES, LLC, DBA CITY SANITARY SERVICE

Beginning at the Northeast corner of Section 26, Township 2 North, Range 6 West, W.M.; thence West to the Northwest corner of Section 25, Township 2 North, Range 8 West, W.M.; thence South to the Southeast corner of Section 35, Township 1 North, Range 8 West, W.M.; thence West along the base line to the Northeast corner of Section 1, Township 1 South, Range 9 West, W.M.; thence South to the Southeast corner of said Section 1; thence West to the Northeast corner of Section 8, Township 1 South, Range 9 West, W.M.; thence South to the Southeast corner of said Section 8; thence West to the meander corner of the South line of Section 4, Township 1 South, Range 10 West, W.M., and the West line of Tillamook Bay; thence Northwesterly along the West line of Tillamook Bay to the mouth thereof; thence Southerly along the shoreline of the Pacific Ocean to its intersection with the South line of Township 2 South; thence East along the South line of Township 2 South to the Yamhill County line; thence Northerly along the East line of Tillamook County and the West line of Yamhill County and Washington County to the point of beginning.

LESS: Sections 19 and 30 and the South half of Section 18, Township 1 South, Range 10 West, W.M., Sections 24 and 25 and the South half of Section 12, Township 1 South, Range 11 West, W.M.

APPENDIX "B"

SOLID WASTE AND RECYCLING COLLECTION SERVICE STANDARDS

1. **Residential Collection Services.** The Franchisee shall provide Collection services for all Solid Waste generated from residential customers within the Franchise Area. The Collection services offered by the Franchisee to its residential customers shall include the services described in this section.
 - 1.1. **Solid Waste Collection from Single Family Residences.** Residential Solid Waste from a single family residence shall be considered properly set out or placed for Collection when placed in a leak proof vessel provided by and/or acceptable to Franchisee. Container must be placed in a visible and accessible location.
 - 1.2. **Residential Service for Solid Waste.** The Franchisee shall provide regularly scheduled Collection of Solid Waste along scheduled routes in all residential districts within the Franchise Area. The Franchisee shall not be required to go into garages or other buildings to make pick-ups at residences nor shall the Franchisee be required to go into closed areas, through enclosed gates, or up or down stairs to make pick-ups unless specific arrangements for such pick-up are made between the customer and the Franchisee.
2. **Commercial and Industrial Collection Services.** The Franchisee shall provide Collection services for all Solid Waste generated from commercial or industrial premises within the Franchise Area. The Collection services offered by the Franchisee to its commercial and industrial customers shall include the services described in this section.
 - 2.1 **Solid Waste Collection from Commercial and Industrial.** The Franchisee shall offer Collection of Solid Waste placed in a Franchisee approved or Franchisee provided commercial can, roll cart, container, compactor or debris box for Collection as scheduled with the customer.
3. **Collection of Non Conforming / Improperly Placed Solid Waste.** The Franchisee shall not be obligated to collect any waste that does not constitute Solid Waste, or to collect Solid Waste that is improperly placed for pick-up by a residential, commercial or industrial customer.
 - 3.1 When the Franchisee refuses to collect waste which is not Solid Waste or to collect improperly placed Solid Waste, the Franchisee shall, without charge to the customer, leave a written notice on which the Franchisee has provided its phone number and indicated the reasons for its refusal to collect the waste that does not constitute Solid Waste or the improperly placed Solid Waste. Notwithstanding the foregoing sentence, the Franchisee may, in its sole discretion, proceed to collect improperly placed Solid Waste and to charge the Customer such special charges

SOLID WASTE COLLECTION FRANCHISE

Appendix "B" Solid Waste and Recycling Collection Service Standards

Page 1 of 7

as have been approved by the County to compensate Franchisee for the increased costs. The Franchisee shall provide this documentation to the County upon request.

4. **Collection on Private Streets.** Collections made at curbside on a private street will be at the discretion of the Franchisee, provided that service is provided at County approved rates.
5. **In-Ground Cans.** The Franchisee is not required to remove a garbage can from an in ground or sunken location. Any Customer who wishes service at such a location shall be responsible for placement of the can, with lid, above ground.
6. **Ingress and Egress.** Franchisee shall not be required to pass through any doors or gates, cross flower beds, go through hedges, cross open lawns, or place themselves in a situation which would jeopardize their health and safety.
7. **Location of Empty Cans/Carts/Container/Bins.** The Franchisee shall return an emptied can(s), cart(s), or container(s) to the location where the Customer placed them. The Franchisee is responsible to close any can/cart or container as securely as possible to prevent the lid blowing away or rain getting into the can/cart or container.
8. **Overweight Vessels.** The Franchisee is not required to service an overweight can/cart/ container as determined by manufacturer requirements / standards allowed by OR-OSHA. A written notice describing the problem, and requesting that the Customer place the material in more than one container and describing pickup options, must be left. The notice must contain the Franchisee's name and phone number. The Franchisee shall provide this documentation to the County upon request.
 - 8.1 Where a Franchisee has refused to pick up an overweight can/cart/ container, the Franchisee must provide collection of double the customer's subscribed service level at no additional cost to the Customer on the Customer's next scheduled collection day, if a special pick up has not been requested. Where a double pickup is provided, standard can/cart/container weight limits apply to each can, cart, container, bundle or other receptacle. The Franchisee may charge the call back rate established by the County if the Customer requests that the material be picked up on any day other than the Customer's next regularly scheduled collection day.
9. **Additional Services.** At County's request, and subject to the following, Franchisee shall provide solid waste collection services not granted by this Franchise ("New Services") upon receiving a written request from County and subject to establishment of an appropriate rate for such New Service. Nothing herein shall prevent or in any way restrict any single family residential customer or any commercial or industrial customer from choosing other Collection services offered by the Franchisee or prevent or restrict the Franchisee from offering other Collection services not described herein that are approved by County.

SOLID WASTE COLLECTION FRANCHISE

Appendix "B" Solid Waste and Recycling Collection Service Standards

10. **Collection Standards**

- 10.1 **Care of Private Property.** Reasonable care shall be used by Franchisee's employees in handling all collection containers and enclosures, and all damage caused thereto by the negligence of Franchisee's employees shall be promptly adjusted with the owner thereof. County shall refer issues about damage to private property to Franchisee. The Franchisee shall be responsible to negotiate a resolution with the property owner for damages.
- 10.2 **Noise.** All Solid Waste Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal and State noise level regulations. Franchisee will promptly attempt to resolve any issues of noise with the parties involved.

11. **Litter Abatement**

- 11.1 **Minimization of Spills.** Franchisee shall use due care to prevent Solid Waste from being spilled or scattered during Collection. If any Solid Waste is spilled during any phase of Collection, Franchisee shall promptly clean up all spilled materials.
- 11.2 **Clean-Up.** During Collection, where Solid Waste is picked up, Franchisee shall clean up litter spilled by Franchisee in the immediate vicinity. Franchisee shall discuss instances of repeated spillage not caused by it directly with the Customer. County shall attempt to rectify such situations with the customer if Franchisee has already attempted to do so without success.
- 11.3 **Covering of Loads.** No solid waste or source separated material shall be transported by Franchisee to the Tillamook County Transfer Station or any other facility in vehicle hoppers. Franchisee shall cover all debris boxes and compactor tube openings during transport to the Tillamook County Transfer Station.
- 11.4 **Fuel, Oil or Other Vehicle Fluid Spills.** Franchisee is responsible for the immediate clean-up of all fuel, oil, or vehicle fluid spills which result from Franchisee's vehicles. It is advised that all vehicles carry an acceptable absorbent material to use in the event of spills. Repair for damages caused by fuel, oil, or other vehicle fluid spills from Franchisee's vehicles or equipment shall be at Franchisee's expense.

12. **Public/Customer Service and Accessibility for Solid Waste Collection**

- 12.1 **Office and Operational Facility.** Franchisee shall provide a business office and maintain an operational facility for purposes of carrying out its obligations under this Agreement either in the Franchise Area or within reasonable distance from their customers.

- 12.2 **Office Hours.** The Franchisee's office shall be open during normal (opening between 7- 9am and closing between 3-5pm) business hours on regularly scheduled day(s). A telephone answering service or machine shall be used when office is not open. The office may be closed on Saturdays and Sundays and those holidays on which the offices of the County are closed. A representative of the Franchisee shall be available at the Franchisee's local office during office hours to communicate with the public in person and by telephone.
- 12.3 **Telephone.** Franchisee shall install telephone equipment, and have available staff sufficient to reasonably handle in a timely manner calls from customers. During those times when the office is closed an answering machine with hours of operation and the opportunity to leave a message shall be provided. Franchisee shall check messages daily except on weekends and holidays.
- 12.4 **Change in Collection Operations/Administration or Schedule.** In the event of changes to the Collection schedule the Franchisee must notify all affected customers in writing at least (14) days prior to any change in the day on which Solid Waste Collection occurs. The Franchisee will not permit any customer to go more than eight (8) days without service in connection with a Collection schedule change.
- 12.5 **Complaint Log.** Franchisee agrees to maintain a written log of all oral and written complaints registered with Franchisee from customers within County. Franchisee shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all customer complaints. Franchisee shall record all written and oral complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. Such log shall be kept so that it may conveniently be inspected by representatives of County upon request.

13. **Maintenance of Equipment**

- 13.1 **Vehicles.** The Franchisee shall provide Collection vehicles and equipment sufficient in number and capacity to efficiently perform the work required by this Agreement and shall maintain all such vehicles and equipment in good order and repair. The Franchisee shall have available sufficient back-up vehicles and equipment and qualified operators for each type of Collection vehicle used to respond to normal issues and emergencies.
- 13.2 **Specifications.** All vehicles used by Franchisee in providing Solid Waste Collection services shall be registered with the Oregon Department of Motor Vehicles and shall meet or exceed all applicable legal standards. Franchisee agrees to maintain all Collection vehicles in compliance with the provisions of the Oregon Vehicle Code and the Public Utility Commission rules and regulations governing weight of trucks.

- 13.3 **Vehicle Identification.** Franchisee's name, local telephone number, and all information required by Oregon Department of Motor Vehicles and the Public Utility Commission shall be prominently displayed on all vehicles. Franchisee shall not place County's logo on its vehicles.
14. **Cleaning and Maintenance.** Franchisee shall maintain all of its properties, facilities and equipment used in providing service under this Agreement in a safe, neat, clean and operable condition at all times to the satisfaction of County. All graffiti shall be removed immediately.
- 14.1 **Inspection.** County may inspect vehicles and vehicle maintenance and operational records at any time to determine compliance with requirements.
- 14.2 **Maintenance and Repairs.** Franchisee shall keep accurate records of all vehicle maintenance and repairs, recorded according to federal motor carrier regulations.
- 14.3 **Inventory.** Franchisee shall furnish sufficient equipment to provide all service required under this Agreement, including backup Collection vehicles. Franchisee shall maintain a written inventory of all vehicles ("Vehicle Inventory List"), including Collection vehicles, used in providing service, and shall update the inventory annually. The inventory shall list all vehicles by manufacturer, ID number, and date of acquisition, type, and capacity.
- 14.4 **Storage.** Franchisee shall arrange to store all vehicles and other equipment in safe and secure locations in accordance with applicable zoning regulations.
- 14.5 **Operation.** All vehicles shall be operated in compliance with the Oregon Vehicle Code and all applicable safety and local ordinances. The Franchisee shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles.
15. **Solid Waste Storage Vessels**
- 15.1 **Single Family Residential.** The standard size customer-provided cans for residential services shall not exceed 32 gallons unless otherwise agreed to by the Franchisee. The combined weight of the can and contents shall be of a weight not to exceed manufacturer requirements/standards allowed by OR-OSHA. Franchisee shall affix to every metal or plastic refuse can which no longer holds Solid Waste without spilling or leaking, a written notice advising that such can is unsuitable for properly placing Solid Waste for Collection including contact information for Franchisee to correct problem. All perishable cartons, boxes and other perishable containers, and all paper and plastic garbage bags, used to contain Solid Waste will be disposed of along with their contents.

SOLID WASTE COLLECTION FRANCHISE

Appendix "B" Solid Waste and Recycling Collection Service Standards

- 15.2 **Other than Single Family Residential.** The Franchisee shall make available for purchase, lease, or rental to multi-family residences and commercial and industrial customers, containers and drop boxes for the Placement of Solid Waste at rates approved by the County. Containers shall be designed and constructed to be water-tight and prevent the leakage of liquids. All containers with a capacity of one cubic yard or more shall meet applicable federal regulations on Solid Waste container safety. Any customer may purchase or provide its own containers or drop boxes provided that the Franchisee shall require that any such container or drop box, as to its design, size, material composition and water tight condition, be compatible with Franchisee's Collection equipment and that such container or drop box are such that it can be safely handled by the Franchisee's existing Collection vehicles. All containers or drop boxes provided by the Franchisee shall prominently display the name and telephone number of the Franchisee. Provisions to lock containers shall be provided at customer request, with the cost being paid by the customer at rates approved by County. Franchisee needs to agree on location and service at approved County rate.
- 15.3 **Cleaning, Painting, Maintenance.** The Franchisee shall periodically clean, repair and paint all containers, other than containers provided by Customers. All Franchisee provided containers shall be maintained by the Franchisee in a functional condition and neat and clean appearance. The Franchisee shall be entitled to charge its customers for additional cleaning, repair or replacement if required due to customer abuse outside of regular scheduled maintenance in accordance with the rates set forth for such services.
16. **Personnel.** Franchisee shall furnish such qualified drivers, collectors, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner and in conformance with generally accepted standards prevailing at the time for similar services except to the extent that such requirements would result in a violation of applicable law regarding conditions for employment.
- 16.1 **Driver Qualifications.** All drivers shall be trained and qualified in the operation of Collection vehicles and must have in effect a valid license, of the appropriate class with appropriate endorsements, issued by the Oregon Department of Motor Vehicles.
- 16.2 **Safety Training.** The Franchisee shall provide suitable operational and safety training for all of its employees who maintain, utilize, or operate vehicles, equipment, or facilities for Collection of Solid Waste or who are otherwise directly involved in such Collection. The Franchisee shall train its employees involved in Solid Waste Collection to identify and not to collect Hazardous Waste or Infectious Waste. Employees who do handle Hazardous Waste and Infectious Waste as part of their regular duties shall be properly trained.

- 16.3 **Employee Appearance and Conduct.** The Franchisee shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Franchisee shall require its drivers, and all other employees who come into contact with the public, to wear suitable and acceptable attire, which identifies the Franchisee. The Franchisee shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, the Franchisee shall take all appropriate corrective measures.
- 16.4 **No Gratuities.** Franchisee shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the Collection of Solid Waste under this Agreement.
17. **Non-Discrimination.** Franchisee shall not discriminate in the provision of service or the employment of persons engaged in performance of this Agreement on account of race, religious creed, color, national origin, disability, marital status, age or sex of such persons or as otherwise prohibited by law.
18. **Opportunity to Recycle- Recycle Shacks and Depots.** The opportunity to recycle in each Franchise area is the responsibility of the Franchisee. A recycle shack/depot, regularly scheduled pick-up or event days will be provided and maintained in the Franchise area either by a person, group or the Franchisee. The Franchisee is responsible to oversee or provide recycling. Containers for tin cans and glass bottles will be provided by the Franchisee. Franchisee is encouraged to collect other recyclables items such as: magazines, newspaper and plastic containers with necks. Clearly marked containers are to be provided for all items collected. Operating hours and location (s) will be determined by the Franchisee. Material specifications for those source separated recyclables collected at each location shall be posted. Franchisee shall maintain and provide signs for the shack/depot.
19. **Education, Promotion, Notification and Outreach.** The Franchisee shall provide an annual mailing to all customers including current rates / services and information on the opportunity to recycle in their Franchise area and a minimum of two articles or ads in a County publication. Waste audits and waste reduction information should be provided to Commercial (including schools) and Industrial businesses. In addition to their specific franchise information to customers, Franchisees shall provide County Solid Waste Publications and flyers to customers. Information on waste reduction, recycling, and services shall also be provided at each recycle shack/depot.