

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF GRANTING A) RESOLUTION NO. 82-362
FRANCHISE TO KILLINGSWORTH)
FAST DISPOSAL FOR THE PURPOSE OF) Introduced by the
OPERATING A SOLID WASTE DISPOSAL) Executive Officer
SITE)

WHEREAS, Section 4 of the Disposal Franchise Ordinance requires a Metro Franchise for any person to establish, operate, maintain or expand a solid waste disposal site, processing facility, transfer station or resource recovery facility within the district; and

WHEREAS, Killingsworth Fast Disposal operates a solid waste disposal facility at 5700 N. E. 75th, Portland, Oregon which accepts wood, concrete, metal, and other demolition material; and

WHEREAS, The attached Franchise includes a disposal rate for commercial haulers and a rate for the public to take effect when the Department of Environmental Quality authorizes Killingsworth Fast Disposal to receive public waste; and

WHEREAS, The Disposal Franchise Ordinance requires franchised facilities to implement a waste reduction program; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District

authorizes the District to enter into the attached Franchise Agreement with Killingsworth Fast Disposal within ten (10) days of the adoption of this Resolution.

ADOPTED by the Council of the Metropolitan Service District
this 4th day of November, 1982.



Presiding Officer

DO/TA/srb
6829B/318
09/29/82

STAFF REPORT

Agenda Item No. 5.2

Meeting Date November 4, 1982

CONSIDERATION OF RESOLUTION NO. 82-362 GRANTING
KILLINGSWORTH FAST DISPOSAL A FRANCHISE TO OPERATE
A SOLID WASTE DISPOSAL SITE

Date: October 13, 1982

Presented by: Dennis O'Neil

FACTUAL BACKGROUND AND ANALYSIS

The purpose of the attached Resolution is to grant the attached franchise to Killingsworth Fast Disposal to continue operation of the company's demolition landfill at 5700 N. E. 75th Avenue, Portland, Oregon. Killingsworth Fast Disposal has operated this site under a District Certificate since March 1981. Currently, the site accepts waste only from commercial haulers. The DEQ has given the site permission to accept public waste when H. G. LaVelle closes later this year.

The attached franchise contains the requirements included in the Disposal Franchise Ordinance for solid waste disposal facilities. Other requirements in the Franchise Agreement specifically designed for Killingsworth Fast Disposal include a \$125,000 performance bond; an on-site drop off center for recyclable material (see Schedule D of the attached Franchise); and a rate schedule (see Schedule E). The term of the franchise is five years.

This franchise establishes the first recycling drop off center at a site franchised by Metro.

The Rate Review Committee recommends approval of Killingsworth Fast Disposal's current rates and recommends approval of a public rate of \$3.00 per cubic yard with a two yard minimum to take effect when DEQ authorizes the site to receive public waste. The Solid Waste Policy Alternatives Committee recommends approval of Killingsworth Fast Disposal's franchise agreement.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of the attached Resolution granting Killingsworth Fast Disposal a franchise to operate a solid waste disposal site.

COUNCIL COMMITTEE CONSIDERATION AND RECOMMENDATION

The Regional Services Committee recommends that the Council grant Killingsworth Fast Disposal a solid waste franchise.

DO/TA/gl
6829B/318
10/14/82

FRANCHISE NO.: 03
DATE ISSUED:
EXPIRATION DATE: October 28, 1987

SOLID WASTE FRANCHISE
issued by the
METROPOLITAN SERVICE DISTRICT
527 SW Hall Street
Portland, Oregon 97201
503-221-1646

ISSUED TO: Riedel International, Inc.
NAME OF FACILITY: Killingsworth Fast Disposal
ADDRESS: 5700 NE 75th Avenue, Portland, Oregon 97218
LEGAL DESCRIPTION: Tax Lot 30, 38, Section 17, Township 1 North,
Range 2 East, W. M. Multnomah County
CITY, STATE, ZIP: Portland, Oregon 97218
NAME OF OPERATOR: Riedel International, Inc.
PERSON IN CHARGE: Gary Newbore
ADDRESS: P.O. Box 3320
CITY, STATE, ZIP: Portland, Oregon 97208
TELEPHONE NUMBER: 503-285-9111

This Franchise will automatically terminate on the expiration date shown above, or upon modification revocation, whichever occurs first. Until this Franchise terminates, Riedel International is authorized to operate and maintain a solid waste disposal facility located at 5700 NE 75th Avenue, Portland, Oregon 97210, for the purpose of accepting and disposing of solid waste in accordance with the Metro Code and the attached Schedules A, B, C, D and E and in accordance with the provisions specified in the Solid Waste Disposal Site Permit No. 330 issued by the State of Oregon, Department of Environmental Quality (DEQ). This Franchise may be revoked at any time for any violation of the conditions of this Franchise or the Metro Code. This Franchise does not relieve the Franchise Holder from responsibility for compliance with ORS Chapter 459 or other applicable federal, state or local laws, rules, regulations or standards.

Gary Newbore
General Manager
Killingsworth Fast Disposal

Cindy Banzer
Cindy Banzer
Presiding Officer
Metro Council

FRANCHISE CONDITIONS

Franchise Number: 03

Expiration Date: October 28, 1987

SCHEDULE A

AUTHORIZED AND PROHIBITED SOLID WASTES

- SA-1 The Franchise Holder is authorized to accept for disposal only soil, rock, gravel, pavement, bricks, concrete block, concrete, asphaltic concrete, mortar, sheet rock, rubble, tile, reinforcing steel, metal frames, metal bands, copper wire, insulation, fixtures, glass, nails, bolts, tire chips, plastic bags and containers, wood and wood products, pallets, corrugated cardboard, packing materials, wrapping paper, cardboard, logs, limbs, stumps, and sod. No other wastes shall be accepted unless specifically authorized in writing by Metro supplementary to this certificate.
- SA-2 Whole tires may be accepted and shall be stored in a separate area of the disposal site. No more than 500 whole tires may be stored at any time. Prior to landfilling, the tires must be processed to meet the volume reduction requirements of the Metro Code. Tires must be stored in such a manner as to prevent vector harborage.
- SA-3 The following types of materials are specifically prohibited from the disposal site:
- a. All food wastes, food containers and wrappers and disposable eating utensils.
 - b. All wastes from food processors or manufacturers.
 - c. All loose paper except very small amounts of paper incidentally included in commercial drop boxes containing substantially building demolition and/or construction debris.
 - d. Car bodies, dead animals, whole tires, sewage sludges, septic tank pumpings and hospital wastes. Appliances may be stored for brief periods for recycling but may not be landfilled.
 - e. All chemicals, oils, liquids, explosives, infectious materials and other materials which may be hazardous or difficult to manage, unless specifically authorized by DEQ.
- SA-4 Public dumping is allowed. Dumping by commercial solid waste haulers is allowed. No commercial hauler may be excluded from this site except for grounds considered reasonable by Metro. Loads of loose material that contain any food or food related material will not be accepted. Loads of solid waste

in compactor trucks and compacting drop boxes or containers will not be accepted unless otherwise authorized on a company by company basis by the Solid Waste Director.

- SA-5 Salvaging is authorized, if controlled so as to not interfere with optimum disposal operation and to not create unsightly conditions or vector harborage.
- SA-6 Prohibited wastes shall be removed from the disposable solid waste as soon as discovered and shall be transported to a franchised or authorized disposal site. Storage and transportation shall be carried out to avoid vector production and bird attraction.

FRANCHISE CONDITIONS

Franchise Number: 03

Expiration Date: October 28, 1987

SCHEDULE B

MINIMUM MONITORING, REPORTING AND FEE SUBMISSION REQUIREMENTS

SB-1 The Franchise Holder or his Contractor shall effectively monitor the disposal site operation and maintain records of the following required data to be submitted to Metro:

- a. Name and address of the franchisee
- b. Month and year of each report

<u>Item or Parameter</u>	<u>Minimum Monitoring Frequency</u>
c. Cubic yards of solid waste deposited by commercial collection vehicles classified among noncompacted, minimum loads and special loads	Daily
d. Cubic yards of solid waste deposited by private vehicles	Daily
e. Tons of solid waste deposited by commercial collection vehicles and private vehicles if requested by Metro	When Requested
f. Number of commercial collection vehicles	Daily
g. Number of private vehicles including cars, pickups, trailers and other small hauling vehicles.	Daily
h. Unusual occurrences affecting disposal site operation	Each Occurrence
i. Construction activities	Each Occurrence
j. Test results from groundwater monitoring wells	When Required by DEQ
k. Test results from gas venting monitoring wells	When Required by DEQ
l. Tons of source separated waste recycled by type	Daily

m. Tons of waste salvaged

Monthly

n. Signature and title of the franchisee
or its agent

- SB-2 Monitoring results shall be reported on approved forms. The reporting period is the calendar month. Reports must be submitted to Metro by the 20th day of the month following the end of each month.
- SB-3 In accordance with the provisions of Metro Ordinance No. 81-111 Section 16, and Metro Code 4.03.020 (User Fee) as amended the Franchise Holder shall submit to Metro on an approved form a monthly User Fee statement and payment. The statement and payment shall be submitted on or before the 20th day of each month following the preceding month of operation.
- SB-4 The Franchise Holder shall pay an annual franchise fee established by the Council within 30 days of the effective date of the franchise agreement.
- SB-5 The Franchise Holder shall report to the District any changes in excess of five (5%) percent of ownership of the franchisee's corporation or similar entity, or of the partners of a partnership within ten days of such changes of ownership.
- SB-6 The franchisee may contract with another person to operate the disposal facility only upon ninety (90) days prior written notice to the District and the written approval of the Executive Officer. If approved, the franchisee shall remain responsible for compliance with this franchise agreement.
- SB-7 The franchisee shall establish and follow procedures designed to give reasonable notice prior to refusing service to any person. Copies of notification and procedures for such action will be retained on file for three (3) years by each franchisee for possible review by the District.
- SB-8 The franchisee shall maintain during the term of the franchise public liability insurance in the amounts set forth in SC-1 and shall give thirty (30) days written notice to the District of any lapse or proposed cancellation of insurance coverage or performance bond.
- SB-9 The franchisee shall file an annual operating report on forms provided by the District on or before March 1 of each year for the preceding year.
- SB-10 The franchisee shall file a monthly report on forms approved by the District indicating the types (wood, paper, cardboard, metal, glass, etc.), quantities (tonnage/cubic yards) and selling price of source separated and nonsource separated

solid wastes accepted at the facility and not disposed at the franchised site.

- SB-11 The Franchise Holder shall submit a duplicate copy to the District of any information submitted to, or required by the Department of Environmental Quality pertaining to the solid waste permit for this facility.
- SB-12 The Franchise Holder shall report to Metro the names of solid waste credit customers which are sixty (60) days or more past due in paying their disposal fees at the disposal site. Such report shall be submitted in writing each month on Metro approved forms. For the purposes of this section sixty (60) days past due means disposal charges due, but not paid on the first day of the second month following billing.
- SB-13 In the event a breakdown of equipment, flooding, fire, sliding or other occurrence causes a violation of any conditions of this Franchise Agreement or of the Metro Code, the Franchise Holder shall:
- a. Immediately take action to correct the unauthorized condition or operation.
 - b. Immediately notify Metro so that an investigation can be made to evaluate the impact and the corrective actions taken and determine additional action that must be taken.
- SB-14 In the event that the disposal site is to be closed permanently or for an indefinite period of time during the effective period of this Franchise, the Franchise Holder shall provide Metro with written notice, at least ninety (90) days prior to closure, of the proposed time schedule and closure procedures.

FRANCHISE CONDITIONS

Franchise Number: 03

Expiration Date: October 28, 1987

SCHEDULE C

GENERAL CONDITIONS

- SC-1 The Franchise Holder shall furnish Metro with public liability insurance, including automotive coverage, in the amounts of not less than \$300,000 for any number of claims arising out of a single accident or occurrence, \$50,000 to any claimant for any number of claims for damage to or destruction of property, and \$100,000 to any claimant for all other claims arising out of a single accident or occurrence, or such other amounts as may be required by State law for public contracts.
- SC-2 The Franchise Holder shall obtain a corporate surety bond in the amount of \$125,000 guaranteeing full and faithful performance during the term of this franchise of the duties and obligations of the franchisee under the Solid Waste Code, applicable federal, state and local laws and rules and regulations and name the District as an additional insured under the provisions of SC-1 above.
- SC-3 The Franchise Holder shall submit to the District a time schedule and plan for the complete and proper closure of this site in writing to Metro at the same time this is submitted to DEQ.
- SC-4 The term disposal site is used in this Franchise as defined in Section 2(b) of Metro Ordinance No. 81-111.
- SC-5 The conditions of this Franchise shall be binding upon, and the Franchise Holder shall be responsible for all acts and omissions of, all contractors and agents of the Franchise Holder.
- SC-6 The disposal site operation shall be in strict compliance with the Metro Code regarding storage, collection, transportation, recycling and disposal of solid waste.
- SC-7 The Franchise Holder shall provide an adequate operating staff which is duly qualified to carry out the reporting functions required to ensure compliance with the conditions of this Franchise Agreement.
- SC-8 Metro may reasonably regulate the hours of site operation as it finds necessary to ensure compliance with this Franchise Agreement.

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- SC-9 At least one sign shall be erected at the entrance to the disposal site. This sign shall be easily visible, legible, and shall contain at least the following:
- a. Name of facility;
 - b. Emergency phone number;
 - c. Operational hours during which wastes will be received for disposal;
 - d. Disposal rates and fees;
 - e. Metro information phone number; and
 - f. Acceptable materials.
- SC-10 If the Executive Officer finds that there is a serious danger to the public health or safety as a result of the actions or inactions of a franchisee, he/she may take whatever steps necessary to abate the danger without notice to the franchisee.
- SC-11 Authorized representatives of Metro shall be permitted access to the premises of the solid waste disposal facility owned or operated by the Franchise Holder at all reasonable times for the purpose of making inspections, surveys; collecting samples; obtaining data; examining books, papers, records and equipment, performing any investigation as may be necessary to verify the accuracy of any return made, or if no return is made by the franchisee, to ascertain and determine the amount required to be paid; and carrying out other necessary functions related to this Franchise. Access to inspect is authorized:
- a. during all working hours;
 - b. at other reasonable times with notice;
 - c. at any time without notice where, at the discretion of the Metro Solid Waste Division Director, such notice would defeat the purpose of the entry.
- SC-12 This Franchise Agreement is subject to suspension, modification, revocation or nonrenewal upon finding that a franchisee has:
- a. Violated the Disposal Franchise Ordinance, the franchise agreement, the Metro Code, ORS Chapter 459 or the rules promulgated thereunder or any other applicable law or regulation; or
 - b. Misrepresented material facts or information in the franchise application, annual operating report, or other information required to be submitted to the District;

- c. Refused to provide adequate service at the franchised site, facility or station, after written notification and reasonable opportunity to do so.
- d. Misrepresented the gross receipts from the operation of the franchised site, facility or station; or
- e. Failed to pay when due the fees required to be paid under this Ordinance.
- f. That there has been a significant change in the quantity or character of solid waste received or the method of solid waste disposal.

SC-13 This Franchise Agreement, or a photocopy thereof, shall be displayed where it can be readily referred to by operating personnel.

SC-14 The granting of a franchise shall not vest any right or privilege in the franchisee to receive specific types of quantities of solid waste during the term of the franchise.

- (a) To ensure a sufficient flow of solid waste to the District's resource recovery facilities, the Executive Officer may, at any time during the term of the franchise, without hearing, direct solid wastes away from the franchisee. In such case, the District shall make every reasonable effort to provide notice of such direction to affected haulers of solid waste.
- (b) To carry out any other purpose of the Metro Disposal Franchise Ordinance, the Executive Officer may, upon sixty (60) days prior written notice, direct solid wastes away from the franchisee or limit the type of solid wastes which the franchisee may receive.

Any franchisee receiving said notice shall have the right to a contested case hearing pursuant to Code Chapter 5.02. A request for a hearing shall not stay action by the Executive Officer. Prior notice shall not be required if the Executive Officer finds that there is an immediate and serious danger to the public or that a health hazard or public nuisance would be created by a delay.

FRANCHISE CONDITIONS

Franchise Number: 03

Expiration Date: October 28, 1987

SCHEDULE D

WASTE REDUCTION PLAN

The franchisee shall implement the following waste reduction plan:

SD-1 Site Preparation

The recycling facility shall be in a fenced area. A four-foot by four-foot sign at the entrance to the landfill shall indicate which materials are accepted for recycling and that there is no disposal fee for recycled material. Space shall be provided for both public and commercial drop off of source separated recyclable material. The surface of the recycling area shall be graveled or paved.

SD-2 Operational Plan

The recycling facility for both commercial and public drop-offs shall be open during normal working hours. The recycling area shall be supervised at all times. Source separated newsprint, corrugated cardboard, aluminum, glass and metals shall be accepted from the public and commercial haulers. Other recyclable materials may be accepted as market conditions warrant.

SD-3 Materials Preparation

The franchisee shall send a letter to all of the site's customers detailing preparation requirements for the various source separated materials accepted. The information shall also be clearly posted in the recycling area. Only source separated, prepared materials shall be accepted by the recycling facility for possible further processing to be sold either on or off site.

SD-4 Equipment Usage/Storage Capacity

Drop boxes or other suitable containers shall be provided for each source separated material. Drop boxes will be added or removed as flow dictates. The facility shall provide for convenient unloading and maneuvering space for cars and trucks as well as adequate maneuvering space for rail-truck placement of drop boxes.

SD-5 Marketing

The franchisee shall arrange for shipment of materials to appropriate secondary materials markets.

SD-6 Data Compliation

The tonnage and revenue collected at the recycling facility shall be tabulated by each item on an "as sold" basis and shall be reported to Metro monthly. An annual report of the operational cost and materials volumes and sales, relating to the recycling program shall be provided to Metro.

SD-7 Maintenance and Control

The site and equipment shall be well maintained at all times. Each type of source separated materials shall be stored in a designated container and shall not exceed the capacity of that container. A sufficient quantity of containers shall be available and the operator shall be responsible for keeping the sight free of litter, in conformance with all applicable noise control ordinances and the security to discourage to vandalism.

SD-8 Public Promotion and Education

If funds are available, Metro shall assist the franchisee in developing leaflets promoting the recycling facility. These leaflets shall be distributed to all vehicles entering the landfill at the gatehouse. The Recycling Switchboard shall also be utilized to disseminate information about this new facility. News releases will be developed as soon as the facility is ready for operation.

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SCHEDULE E

DISPOSAL RATES

SE-1 The franchisee shall charge the following commercial rates as of October 28, 1982:

FULL MEASURE RATES

Loose Material	\$1.60/yard
Compacted Material	2.50/yard
Demolition Material	2.00/yard
Tires - Car	2.00/tire
Tires - Truck	5.00/tire
Stumps, Logs 5"+, Timbers	4.25/yard
Boulders, Concrete	4.25/yard
Wire Cable	4.25/yard

All Fees Include Metro Charges

Dumping charges for materials which present special handling or compaction problems will be agreed upon prior to dumping.

SE-2 The franchisee shall charge a public rate of \$3.00 per cubic yard with a two cubic yard minimum effective when the Department of Environmental Quality authorizes the franchisee to receive public waste.

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