

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF GRANTING/AMENDING )  
A FRANCHISE FOR OPERATION OF THE )  
FOREST GROVE TRANSFER STATION )

RESOLUTION NO. 88-976

Introduced by the  
Executive Officer

WHEREAS, Section 5.01.030 of the Metropolitan Service District (Metro) Code requires a Metro Franchise for any person to establish, operate, maintain or expand a disposal site, processing facility, transfer station or resource recovery facility within the district; and

WHEREAS, Ambrose Calcagno, Jr. dba A.C. Trucking has applied for a non-exclusive franchise to modify and amend the operation of the Forest Grove Transfer Station located at 1525 "B" Street, Forest Grove, Oregon to: 1) allow public self-haulers to utilize the facility for disposal of mixed solid waste; 2) amend the rates charged to commercial haulers; 3) set rates for public self-haulers; 4) receive a variance from the obligation to pay the Metro User Fee; and 5) allow an increase in the tonnage limit from 200 tons per day to 225 tons per day as discussed in the Staff Report; and

WHEREAS, Ambrose Calcagno, Jr. dba A.C. Trucking has complied with Metro Code Section 5.01.060 requirements for franchise applications, the content of which is discussed in the Staff Report; and

WHEREAS, Ambrose Calcagno, Jr. dba A.C. Trucking has applied for a variance pursuant to Metro Code Section 5.01.110 for a waiver of the User Fee under Metro Code Section 5.01.150; and

WHEREAS, Ambrose Calcagno, Jr. dba A.C. Trucking has not met the criterion for a variance waiving the User Fee under Metro Code Sections 5.01.110 and 5.01.150; and

WHEREAS, Ambrose Calcagno, Jr.'s request to amend the franchise to allow public self-haulers to utilize the facility has met the purpose and intent of Metro Code Section 5.01.020 and 5.01.070; and

WHEREAS, amendment of rates charged to commercial haulers and setting of rates for public self-haulers has been considered by the Rate Review Committee pursuant to Metro Code Section 5.01.170 and maximum rates recommended relative to the Committee's deliberations as discussed in the Staff Report; and

WHEREAS, Ambrose Calcagno, Jr.'s request to amend the franchise to increase the daily tonnage limit to 225 tons per day from the presently authorized 200 tons per day is consistent with the purpose and intent of Metro Code Sections 5.01.020 and 5.01.070; and

WHEREAS, the rate maximums allowed are subject to Council review per the provisions of Metro Code Section 5.01.180(e) should the need arise; now, therefore,

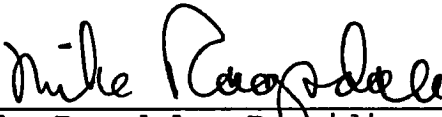
BE IT RESOLVED,

1. The Council of the Metropolitan Service District authorizes the District to enter into the attached Franchise Agreement with Ambrose Calcagno, Jr. dba A.C. Trucking within ten (10) days of the adoption of the Resolution

2. That the requested amendments to the franchise to open the facility to public self-haulers, set a new rate maximum for commercial haulers, establish a maximum rate for public self-haulers, and allow an increase in the daily tonnage permitted through the facility; (as such are conditioned by the Franchise Agreement), are granted

3. That the request for a variance to waive the obligation to collect the Metro User Fee is denied, but assessment of the User Fee shall be deferred until ultimate disposal to encourage removal of recyclables from the waste accepted at the facility.

ADOPTED by the Council of the Metropolitan Service District this 22nd day of September, 1988.

  
Mike Ragsdale, Presiding Officer





**METRO**

2000 S.W. First Avenue  
Portland, OR 97201-5398  
503/221-1646

# Memorandum

Agenda Item No. 7.4

Meeting Date September 22, 1988

Date: September 21, 1988

To: Metro Council

From: Councilor Gary Hansen <sup>GH</sup>  
Chair, Council Solid Waste Committee

Regarding: COUNCIL SOLID WASTE COMMITTEE REPORT ON SEPTEMBER 22,  
1988, COUNCIL MEETING AGENDA ITEM

Agenda Item 7.4      Consideration of Resolution No. 88-976, for the  
Purpose of Granting/Amending a Franchise for the  
Operation of the Forest Grove Transfer Station

## Committee Recommendation

The Council Solid Waste Committee recommends Council adoption of Resolution No. 88-976 as amended. This action taken September 20, 1988.

## Discussion

A public hearing was held on August 30, 1988. Two individuals testified: a representative of the applicant and the Mayor of Forest Grove. Mayor Clark stressed that the facilities and franchise be done right, that it could be a model for other similar facilities. Wants clear monitoring mechanisms and litter pick up enforcement.

The Committee raised the following issues:

- Length of the franchise term
- Recycling provisions
- Gatehouse control
- Franchise review
- Enhancement Fee
- Tonnage limit

The item was deferred to the September 20, 1988, meeting. Solid Waste staff to prepare necessary franchise language.

The Council Solid Waste Committee considered this item again on September 20. The two main issues were the length of the franchise term and the review process for the franchise. The Committee amended the franchise to increase the franchise term from three to five years, with a review after three years by the Council.

Memo  
September 21, 1988  
Page 2

The Committee voted five to zero to recommend Council adoption of Resolution No. 88-976 as amended. Voting aye: Councilors Gardner, Hansen, Kelley, Kirkpatrick and Ragsdale.

RB/sm/bfg  
0185D/D3



AMENDED PAGE 1  
PER ACTION OF THE COUNCIL SOLID WASTE COMMITTEE  
ON SEPTEMBER 20, 1988

ITEM # 7.4

FRANCHISE NO.: 4  
DATE ISSUED: March 22, 1984  
RENEWAL DATE: September 22, 1988  
EXPIRATION DATE: September 22, 1993

SOLID WASTE FRANCHISE  
issued by the  
METROPOLITAN SERVICE DISTRICT  
2000 S.W. First Avenue  
Portland, Oregon 97201-5398  
(503) 221-1646

ISSUED TO: Forest Grove Transfer Station

NAME OF FRANCHISEE: Ambrose Calcagno, Jr. dba A. C. Trucking

ADDRESS: 1525 "B" Street  
P.O. Box 8

CITY, STATE, ZIP: Forest Grove, Oregon 97116

NAME OF OPERATOR: Ambrose Calcagno, Jr. dba A. C. Trucking

PERSON IN CHARGE: Ambrose Calcagno, Jr. dba A. C. Trucking

ADDRESS: 1525 "B" Street

CITY, STATE, ZIP: Forest Grove, Oregon 97116

TELEPHONE NUMBER: (503) 357-9222

This Franchise will automatically terminate on the expiration date shown above, or upon modification, revocation or suspension, whichever occurs first. Notwithstanding the five-year expiration, the Solid Waste Director shall review the conditions of this franchise at the end of a three-year period and report to the Council those findings, including recommended modifications if appropriate. Until this Franchise terminates, Ambrose Calcagno, Jr. dba A. C. Trucking, is authorized to operate and maintain a transfer station located at 1525 "B" Street, Forest Grove, Oregon 97116, for the purpose of accepting and transferring solid waste in accordance with the Metro Code and the attached Schedules A, B, C, D and E. 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.

Ambrose Calcagno, Jr.

Executive Officer  
Metropolitan Service District

AMENDED PAGE 1  
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TELEPHONE NUMBER: (503) 357-9222

This Franchise will automatically terminate on the expiration date shown above, or upon modification, revocation or suspension, whichever occurs first. Notwithstanding the expiration date, if the Franchise Holder shall be in compliance with the terms of this Franchise Agreement, the Solid Waste Director shall be authorized to certify extension of this agreement for an additional period of two years, such certification to be in writing and indicating no need for modification or amendment of the Franchise Agreement. A request for certification by the Solid Waste Director shall be filed in writing no less than sixty (60) days preceding the expiration date of the Franchise Agreement nor more than one hundred twenty (120) days preceding the expiration date. Until this Franchise terminates, Ambrose Calcagno, Jr. dba A. C. Trucking, is authorized to operate and maintain a transfer station located at 1525 "B" Street, Forest Grove, Oregon 97116, for the purpose of accepting and transferring solid waste in accordance with the Metro Code and the attached Schedules A, B, C, D and E. This Franchise may be revoked at any time for any

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Ambrose Calcagno, Jr.

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Executive Officer  
Metropolitan Service District

## FRANCHISE CONDITIONS

Franchise Number: 04

Expiration Date: September 22, 1991

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### SCHEDULE A

#### AUTHORIZED AND PROHIBITED ACTIVITIES

- SA-1 The Franchise Holder is authorized to accept solid wastes as defined in Metro Code Chapter 5.01 from commercial collection vehicles, in order to consolidate waste in drop boxes or transfer trailers for delivery to a Metro franchised or authorized disposal facility and to separate out recyclable materials such as wastepaper, cardboard and newspaper. Discarded vehicles, sewage sludge, septic tank and cesspool pumpings, or other sludge; demolition and construction waste; asphalt, broken concrete and bricks shall not be accepted at the facility.
- SA-2 The Franchisee may not exclude any commercial hauler from using the facility except for grounds considered reasonable by Metro. All commercial haulers using the facility shall receive equal treatment and service in transfer operations. The Franchisee shall not enter into any contracts or agreements with other haulers for the delivery of waste or on rates to be charged except as allowed in this Franchise Agreement.
- SA-3 The Franchise Holder may [not] accept mixed solid waste from the public.
- SA-4 The Franchise Holder may accept source separated solid waste from the public for recycling.
- SA-5 [The Franchisee may accept no more than 200 tons of waste per operating day on a monthly average.] The Franchise Holder may accept no more than 225 tons of waste per operating day on a monthly average, with the added condition that notwithstanding this authority, the Franchise Holder may not accept more than sixty thousand (60,000) tons of mixed solid waste destined for disposal in a general purpose landfill in any twelve (12) consecutive months. In addition to this authorized tonnage, the Franchise Holder may accept up to ten thousand (10,000) tons annually (within the monthly average authorized) of special wastes not required to be disposed of in a general purpose landfill.

- SA-6     Notwithstanding the conditions in SA-5, the Franchise Holder shall be restricted from transferring any waste to a general purpose landfill other than the Gilliam County Sanitary Landfill near Arlington, Oregon if such transfer would conflict with the obligations of Metro to Oregon Waste Systems, Inc. under its contract (and any subsequent amendments) with Oregon Waste Systems for provision of waste disposal services.
- SA-7     The Franchise Holder shall not in any event transfer or dispose of any special or mixed solid waste at any general or limited purpose landfill or other disposal site or facility unless such landfill, disposal site or facility is approved by Metro.



## FRANCHISE CONDITIONS

Franchise Number: 04

Expiration Date: September 22, 1991

### SCHEDULE B

#### MINIMUM MONITORING, REPORTING AND FEE SUBMISSION REQUIREMENTS

SB-1 The Franchise Holder shall effectively monitor the transfer station operation and maintain records of the following required data to be submitted to Metro:

- a. Name and address of the Franchise Holder
- b. Month and year of each report
- c. Signature and title of the Franchise Holder or his agent.

<u>Item</u>	<u>Minimum Monitoring Frequency</u>
a) Cubic yards or tons of solid waste deposited at the transfer station by the Franchise Holder's collection vehicles and other commercial vehicles classified among compacted, noncompacted, and special loads.	Daily
b) Number of truck loads received at the transfer station from the Franchise Holder's company and from other companies.	Daily
c) <u>Cubic yards or tons of solid waste deposited by the public at the transfer station.</u>	<u>Daily</u>
d) <u>Number of loads received at the transfer station from the public, classified by auto, pickup truck or other vehicle.</u>	<u>Daily</u>
e) <u>Number of loads and cubic yards or tons of mixed or special solid waste disposed of at a general or limited purpose landfill or other disposal facility, classified by facility and type of waste.</u>	<u>Daily</u>
[c] f) Detailed explanation of any adjustments made to the amount of fees pursuant to SB-3 below.	Each Occurrence

- 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 Code 5.01.150 and Metro Code 5.02.045 (user fee) and 5.02.050 (transfer charge), the Franchise Holder shall submit to Metro on an approved form a monthly User Fee statement and payment. The Franchise Holder shall pay Metro user fee for all mixed solid wastes which are not separated at the source and which are accepted by the Franchisee at the facility. The statement and payment shall be submitted on or before the 20th day of each month following the preceding month of operation. User fee schedules are subject to revisions in accordance with Metro ordinances, rules and regulations promulgated after the date of this Franchise Agreement.] In accord with Metro Code 5.02.050 (transfer charge) the Franchise Holder shall submit fees and payments unless exempted therefrom by the Solid Waste Director pursuant to the provisions of 5.02.050 (d).
- SB-4 The Franchise Holder shall be exempt from payment of a User Fee under section 5.02.045 of the Metro Code for tonnages of mixed solid waste received at the facility, but shall instead be liable for payment of a User Fee for those tonnages ultimately disposed and not recycled. Any statement that may be required under this condition shall be submitted on or before the 20th day of each month following the preceding month of operation. Schedules are subject to revisions in accord with Metro ordinances, rules and regulations promulgated after the date of this Franchise Agreement.
- SB-[4]5 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. Uncollectible User Fees may be deducted from payments submitted to Metro when an affidavit explaining the status of the account is provided.
- SB-[5]6 The Franchise Holder shall pay an annual franchise fee established by the Council within 30 days of the effective date of the Franchise Agreement and each year thereafter.
- SB-[6]7 The Franchise Holder shall report to the District any changes in excess of five (5%) percent of ownership of the Franchise Holder's corporation or similar entity, or of the partners of a partnership within ten days of such changes of ownership.

SB-[7]8 The Franchise Holder will file quarterly with Metro a report indicating the types (wood, paper, cardboard, metal, glass, etc.), quantities (tonnage/cubic yards) and selling price of source separated and non-source separated solid wastes accepted at the facility and not disposed of at a District approved site.

SB-[8]9 The Franchise Holder shall file an annual report on forms provided by the District on or before March 1 of each year for the preceding year.

## FRANCHISE CONDITIONS

Franchise Number: 04

Expiration Date: September 22, 1991

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### SCHEDULE C

#### COMPLIANCE CONDITIONS AND SCHEDULES

- SC-1 The Franchise Holder shall furnish Metro with proof of public liability insurance including automotive coverage within ten (10) days after receipt of the order granting this Franchise. Said insurance shall be 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. The District shall be named as an additional insured in the policy.
- SC-2 The franchise insurance set forth in SC-1 shall be maintained during the term of the Franchise. The Franchise Holder shall give thirty (30) days prior written notice to the District of any lapse or proposed cancellation of insurance coverage.
- SC-3 The Franchise Holder shall obtain a corporate surety bond in the amount of \$25,000.00 within ten (10) days after receipt of the order granting this Franchise. Said bond shall guarantee full and faithful performance by the Franchisee during the term of this Franchise of the duties and obligations of this Franchise Agreement.
- SC-4 The franchise corporate surety bond in the amount set forth in SC-3 shall be maintained by the Franchise Holder during the term of the Franchise. The Franchise Holder shall give thirty (30) days written notice to the District of any lapse or proposed cancellation of the bond.
- SC-5 All solid wastes accepted by the Franchise Holder at the facility and not recovered for reuse or recycling shall be delivered at the end of each work day or during the following work day to a Metro approved or franchised solid waste facility.
- SC-6 The Franchise Holder shall not stockpile mixed loads of food waste, food containers, or material contaminated by putrescible waste for more than one working day. Mixed waste from commercial vehicles temporarily stored at the site shall be delivered at the end of each working day or during the following work day to a Metro approved or franchised general purpose solid waste facility. For the purpose of this

regulation, waste from compactor trucks shall be assumed to contain putrescible waste.

- SC-7 The Franchise Holder may not lease, assign, mortgage, sell or otherwise transfer, either in whole or in part, its Franchise to another person without prior approval by the District.
- SC-8 The Franchise Holder may contract with another person to operate the processing center 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.
- SC-9 The Franchise Holder 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 for possible review by the District.
- SC-10 By October 1, 1986, the Franchise Holder shall designate and implement procedures for waste reduction which will enable commercial haulers using the site to store a reasonable volume of source separated recyclable material on the site or receive credit for the value of significant quantities of recyclable materials which they deliver to the Franchise Holder's drop-off depot. Haulers using the facility shall be made aware of these procedures and the Franchise Holder shall make reasonable efforts to assure that source separated materials remain segregated from mixed wastes being transferred for disposal.
- SC-11 By October 15, 1988, the Franchise Holder shall provide to Metro (subject to Metro's review and approval) a detailed description of the accounting procedures to be used to account for waste delivered to the transfer station by the public and commercial haulers.
- SC-12 The Franchise Holder may continue operation of the gatehouse for both public and commercial haulers, provided however that Metro shall review the desirability of a Metro-operated gatehouse annually during the first two years from the date of this amendment and biennially thereafter, or more frequently, if the Solid Waste Director shall initiate such a review. Metro reserves the right to operate the gatehouse at its own expense and pay the net proceeds of collections to the operator.

## FRANCHISE CONDITIONS

Franchise Number: 04

Expiration Date: September 22, 1991

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### SCHEDULE D

#### GENERAL CONDITIONS

- SD-1 All notices required to be given to the Franchisee under this Franchise Agreement shall be given to Ambrose Calcagno, Jr., Forest Grove Disposal, 1525 "B" Street, P.O. Box 8, Forest Grove, Oregon 97116. All notices and correspondence required to be given to Metro under this Franchise shall be given to the Solid Waste Director, Solid Waste Department, Metro, 2000 S.W. First Avenue, Portland, Oregon 97201-5398.
- SD-2 The conditions of this Franchise Agreement shall be binding upon the Franchise Holder, and the Franchise Holder shall be responsible for all acts and omissions of all contractors and agents of the Franchise Holder.
- SD-3 In the event that the transfer station 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.
- SD-4 The Franchise Holder shall submit a duplicate copy to the District of any information required by the Department of Environmental Quality (DEQ) pertaining to the processing facility during the term of the Franchise. Such information shall be forwarded to the District within two (2) working days of their submission to DEQ.
- SD-5 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.
- SD-6 The disposal site operation shall be in strict compliance with the Metro Code regarding storage, collection, transportation, recycling and disposal of solid waste.

- SD-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.
- SD-8 Metro may reasonably regulate the hours of site operation as it finds necessary to ensure compliance with this Franchise Agreement. Metro will attempt to provide ninety (90) days written notice prior to regulating hours of operation.
- SD-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.
- SD-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.
- SD-11 Authorized representatives of Metro shall be permitted access to the premises of the 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 and the Metro Code. Access to inspect is authorized:
- a. during all working hours;
  - b. at other reasonable times with notice;
  - c. at any time without notice, at the discretion of the Metro Solid Waste Division Director, when such notice would defeat the purpose of the entry.

SD-12 Litter, Odor, Dust, Noise and Vector Control

- a) Control of Blowing Debris. The Franchisee shall police all areas within the site and along the road frontage of the site as indicated on the map attached as Exhibit 1, Schedule D and specifically, relative to the facility:
- i) patrol the facility daily;
  - ii) patrol Highway 47 ("B" Street) from its intersection with the relocated Tualatin Valley Highway to its intersection with Pacific Avenue on a weekly basis;
  - iii) respond to citizen's complaints on an "on call" basis within twelve (12) hours, or sooner as circumstances may require;
  - iv) log all citizen complaints by name, date, time and nature of complaint;
  - v) Franchisee to apply to State for approval for signage to direct traffic to facility using Highway 47.
- b) Odor, Dust and Noise Control. The Franchisee shall control odor and dust on the site by use of installed dust control and odor systems whenever excessive dust and odor occur or at the direction of Metro. Alternative dust and odor control measures may be performed by the Franchisee with the approval of Metro. Franchisee's equipment will be operated within limits of noise regulations.
- c) Vector Control. The Franchisee shall conduct the operation of the transfer station in such a manner so as to ensure unfavorable conditions for production of rodents and insects. Strict adherence to these specifications and operating procedures will reduce the potential problem to a minimum. In the event that rodent and insect activity become apparent to Metro, supplemental vector control measures will be initiated by the Franchisee at his/her own cost, with the approval of the Department of Environmental Quality and Metro.

SD-13 Franchisee shall be subject to a \$500 forfeiture for each violation for failure to comply with the provisions of SD-12. Before any such forfeitures shall be imposed, the Franchisee shall first receive a written notice of failure to comply providing an opportunity to cure such failure pursuant to Chapter 2.03 of the Metro Code.



SD-14 Franchisee shall meet with representatives of Metro and the City of Forest Grove on a schedule to be determined by Metro and the City of Forest Grove to discuss operational impacts of the transfer station on the City of Forest Grove and any correctional measures that may be necessary to address such impacts. The meetings will be scheduled no more often than once every six (6) months. The Metro Solid Waste Director may call a meeting on a shorter schedule if specific operational issues require immediate attention.

SD-[12]15

This Franchise Agreement is subject to suspension, modification, revocation or nonrenewal upon finding that a franchisee has:

- a. Violated the Disposal Franchise Ordinance, 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 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;
- e. Failed to pay when due the fees required to be paid under this Ordinance; or
- f. That there has been a significant change in the quantity or character of solid waste received or the method of solid waste disposal.

SD-[13]16

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

SD-[14]17

The granting of this Franchise shall not vest any right or privilege in the Franchisee to receive specific types or quantities of solid waste during the term of the Franchise.

## SCHOOLS

- enrol Elementary E-4  
 rvey Clark Elementary C-4  
 sph Gate Elementary E-7  
 if Armstrong Middle School E-9  
 om McCall Middle School D-3  
 est Grove High School B-3  
 cific University D-3

## CHURCHES

- sembly of God E-4
- ntral Baptist (Southern) D-5
- ristian Science E-4
- ch of Christ E-5
- nal Baptist (Conservative) F-5
- rst Christian E-5
- rst Grove Four-square E-5
- spel Hall D-5
- hovah's Witness C-5
- terday Saints C-4
- terday Saints (Reorganized) E-6
- st. Olive Lutheran E-5
- erene D-4
- venth Day Adventist E-9
- Anthony's Catholic E-5
- Bede's Episcopal E-6
- sted Church of Christ D-5
- sted Methodist E-5

## PARKS and ATHLETIC FACILITIES

43. Board Park D-6
  44. Forest Glen Park C-1
  45. Hazel Sills Park B-4
  46. Joseph Gale Park E-7
  47. Lincoln Park C-5
  48. Rogers Park E-5
  49. Tallman Park C-3
  50. Pacific University Gym and Field House D-5
  51. McCready Day D-5
  52. City Swimming Pool and Craft House D-5
- MUNICIPAL**
60. City Hall E-5
  61. Fire Station E-5
  62. Light and Power Bldg and Shop E-4
  63. Library of Police Station E-5
  64. Sewage Treatment Plant E-7
  65. Water Treatment Plant and Reservoir B-2
  66. Public Works Bldg and Shop D-6
  67. Thatcher Substation C-3
  68. Forest Grove Substation D-7
  69. Fire Station E-5
  70. Parks Dept Bldg and Shop E-4

## CEMETERIES

60. Forest View D-3  
61. Mt. View Memorial Gardens B-1

**OTHER  
POINTS OF INTEREST**

- 83. Tualatin Valley Irrigation District D-6
- 86. Chamber of Commerce D-3
- 87. Forest Grove Community Hospital E-7
- 88. Masonic and Eastern Star Home D-8
- 89. National Guard Armory D-6
- 90. Old College Hall D-5
- 91. Washburn Hall (University Center) C-5
- 92. Oregon State Forestry Dept. C-2
- 93. Forest Grove Industrial Park area D-9
- 94. U.S. Post Office D-4
- 95. Senior Citizen Center D-5

city of  
forest  
grove

NO SCALE

## FRANCHISE CONDITIONS

Franchise Number: 04

Expiration Date: September 22, 1991

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### SCHEDULE E

#### TRANSFER RATES

- SE-1 The Franchise Holder shall collect a Transfer Fee, a Disposal Fee and a Metro Fee on each ton of waste delivered to the facility by commercial haulers for transfer. All wastes delivered shall be charged the same rates. The Franchise Holder shall maintain accounts on wastes received and amounts billed to each commercial hauler as required by Metro Code Section 5.01.130.
- SE-2 In the event that the scales for weighing incoming waste cannot be used, tonnage rates are to be converted to yardage rates on the assumption that compacted waste as a density of 600 pounds per cubic yard and that non-compacted waste has a density of 250 pounds per cubic yard.
- SE-3 Fees for disposal (including any fees assessed by local jurisdictions in which the disposal facility is located) and Metro Fees shall be collected by the Franchise Holder on all waste received and shall be paid to the disposal site or Metro as required. In calculating the total charges to be paid on each load or each account, the amount of the charge which is passed through to Metro or to the disposal site shall be itemized. Any changes in the amount of fees for disposal or in Metro Fees to be collected shall result in appropriate adjustments to the total charges collected.
- SE-4 As set forth in SB-3, required User Fee and Regional Transfer Charges shall be paid to Metro. As allowed by Metro Code Section 5.02.050(d), the Franchise Holder may be exempted from collecting and paying the Regional Transfer Charge when a written authorization to do so has been issued by the Solid Waste Director.
- SE-5 As of [August 14, 1986] September 22, 1988, the Franchisee is authorized to charge a transfer fee of [ \$13.98 ] \$19.25 per ton[.] for mixed solid waste received from commercial haulers.

- SE-6 As of September 22, 1988, the Franchise Holder is authorized to charge a Transfer Fee of \$15.00 per load (up to three (3) cubic yards) for public self-haulers, provided however that if a self-hauler shall bring in one-half ( $\frac{1}{2}$ ) cubic yard of recyclable material that the remaining portion of the load shall be charged at a rate not to exceed \$5.00 per cubic yard (\$5.00 minimum; \$12.50 maximum for three (3) cubic yards). Any incremental cubic yards of mixed solid waste over three (3) cubic yards shall be charged at an incremental rate of \$2.00 per cubic yard.
- SE-7 Any uncovered loads delivered to the facility shall be charged double rates.
- SE-8 Included in the fees referred to in SE-3 shall be a Community Enhancement Fee not to exceed \$.50 per ton (less a set-off for real estate taxes paid to the City of Forest Grove) to be paid to the City of Forest Grove per an agreement to be established between Metro and the City of Forest Grove. The Franchisee shall receive thirty (30) days' notice of the effective date upon which to commence collecting this fee and paying it as directed by Metro.
- SE-[6]9 The transfer fee shall not increase the amount set forth in SE-5 without a detailed rate request from the Franchisee and the approval of the Metro Council.
- SE-[7]10 The transfer fee may be adjusted so long as it remains below the amount set forth in SE-5 or the rate currently approved. The Franchisee must notify, in writing, the Solid Waste Director of his intent to adjust the transfer rate at least ten (10) days before he implements plans to adjust the rate. The adjusted transfer rate shall take effect if the Solid Waste Director has not notified, in writing, the Franchisee of his/her disapproval of the proposed adjustment prior to its scheduled effective date. Adjustments in the transfer fee shall not be requested more frequently than once every ninety (90) days. Customers of the Forest Grove Transfer Station shall be provided with sixty (60) days notice prior to any increases in the transfer fee. The purpose in allowing for an administrative adjustment in the approved rate is to allow the operator an opportunity to respond to market conditions and attract needed waste in a timely manner.



**METRO**

2000 S.W. First Avenue  
Portland, OR 97201-5398  
503/221-1646

# Memorandum

Agenda Item No. 7.4

Meeting Date September 22, 1988

Date: September 21, 1988

To: Metro Council

From: Councilor Gary Hansen <sup>GH</sup>  
Chair, Council Solid Waste Committee

Regarding: COUNCIL SOLID WASTE COMMITTEE REPORT ON SEPTEMBER 22,  
1988, COUNCIL MEETING AGENDA ITEM

Agenda Item 7.4      Consideration of Resolution No. 88-976, for the  
Purpose of Granting/Amending a Franchise for the  
Operation of the Forest Grove Transfer Station

## Committee Recommendation

The Council Solid Waste Committee recommends Council adoption of Resolution No. 88-976 as amended. This action taken September 20, 1988.

## Discussion

A public hearing was held on August 30, 1988. Two individuals testified: a representative of the applicant and the Mayor of Forest Grove. Mayor Clark stressed that the facilities and franchise be done right, that it could be a model for other similar facilities. Wants clear monitoring mechanisms and litter pick up enforcement.

The Committee raised the following issues:

- Length of the franchise term
- Recycling provisions
- Gatehouse control
- Franchise review
- Enhancement Fee
- Tonnage limit

The item was deferred to the September 20, 1988, meeting. Solid Waste staff to prepare necessary franchise language.

The Council Solid Waste Committee considered this item again on September 20. The two main issues were the length of the franchise term and the review process for the franchise. The Committee amended the franchise to increase the franchise term from three to five years, with a review after three years by the Council.

Memo  
September 21, 1988  
Page 2

The Committee voted five to zero to recommend Council adoption of Resolution No. 88-976 as amended. Voting aye: Councilors Gardner, Hansen, Kelley, Kirkpatrick and Ragsdale.

RB/sm/bfg  
0185D/D3

7.4

STAFF REPORT

PRESENTED TO THE COUNCIL FOR CONSIDERATION OF RESOLUTION NO. 88-976 TO AMEND METRO SOLID WASTE FRANCHISE NO. 4 TO AUTHORIZE PUBLIC SELF-HAUL TO THE FOREST GROVE TRANSFER STATION; AMEND AND SET RATES FOR COMMERCIAL AND PUBLIC HAULERS; DENY VARIANCE REQUEST TO WAIVE METRO USER FEE (BUT DEFER ASSESSMENT UNTIL ULTIMATE DISPOSAL); AMEND THE FRANCHISE AGREEMENT TO INCREASE TONNAGE TO 225 TONS PER DAY.

Date: September 20, 1988

Presented by: Philip North  
Rich Owings

FACTUAL BACKGROUND AND ANALYSIS

The following comment is added as clarification and modification of the staff report on the Franchise application for the Forest Grove Transfer Station dated August 17, 1987. These modifications are the result of comment received and testimony taken at the Council Solid Waste Committee meeting of August 30, 1988.

Comment at the 8-30-88 meeting fell generally into four categories: 1) Desire to see the draft Franchise Agreement with its specific terms as proposed for Council action; 2) Desire to encourage recycling by the public using the transfer station; 3) Desire to encourage the Franchise holder to recover recyclables from the mixed solid waste accepted at the facility; 4) Desire to limit the Franchise term to the three years remaining on the present franchise agreement.

As a result of constructive comment received it is recommended that the following changes be made to the staff report recommendations dated 8-17-88:

- 1) Modify the rate structure for the public self-haulers to encourage greater recycling efforts by providing a lower rate structure for those persons bringing in at least one-half cubic yard of recyclables, specifically:
  - a. Self-haulers with at least one-half cubic yard of recyclables will be charged at a rate of \$5.00 per cubic yard for the mixed solid waste that they deliver with the recyclables (\$5.00 minimum and a \$12.50 maximum for a three cubic yard load of mixed sold waste.



## STAFF REPORT

- b. The incremental rate for mixed solid waste in excess of three cubic yards shall be \$2.00 per cubic yard.
- 2) The Metro user fee shall not be imposed upon the acceptance of mixed solid waste at the facility, but rather will be imposed at the time of ultimate disposal by the Franchise holder of those portions of the waste stream that are not recycled, thereby encouraging separation and recycling of the mixed solid waste by the Franchise holder.
- 3) Site longevity as contemplated under Section 5.01.080 of the Metro Code allows considerable discretion in determining the appropriate period of time for a franchise term or the amendment of an existing franchise. It provides that the Executive Officer may consider "...the population being served, the location of existing franchises, probable use and any other information relevant to the franchise term." (emphasis supplied)

Concerns have been expressed relative to extending the franchise an additional five years in the context of privatization issues and contemplated developments in the Metro solid waste system in the next few years. The franchise applicant in response has expressed concern as to the impact that a restricted franchise term would have upon his ability to secure appropriate financing for facility needs.

Recommendation: Provide for the franchise term to be for a period not to exceed three years, but vest authority in the Solid Waste Director to certify an extension of the term for an additional two years, with the proviso that the Solid Waste Director indicate at the time of such certification that there is no need for amendment or modification of the Franchise Agreement.

- 4) It is recommended that the maximum authorized transfer charge for commercial haulers be rounded to \$19.25 from \$19.14 to simplify accounting procedures.

EXECUTIVE OFFICER RECOMMENDATION: The Executive Officer recommends passage of Resolution No. 88-976.



BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF GRANTING/AMENDING )  
A FRANCHISE FOR OPERATION OF THE )  
FOREST GROVE TRANSFER STATION )

RESOLUTION NO. 88-976

Introduced by the  
Executive Officer

WHEREAS, Section 5.01.030 of the Metropolitan Service District (Metro) Code requires a Metro Franchise for any person to establish, operate, maintain or expand a disposal site, processing facility, transfer station or resource recovery facility within the district; and

WHEREAS, Ambrose Calcagno, Jr. dba A.C. Trucking has applied for a non-exclusive franchise to modify and amend the operation of the Forest Grove Transfer Station located at 1525 "B" Street, Forest Grove, Oregon to: 1) allow public self-haulers to utilize the facility for disposal of mixed solid waste; 2) amend the rates charged to commercial haulers; 3) set rates for public self-haulers; 4) receive a variance from the obligation to pay the Metro User Fee; and 5) allow an increase in the tonnage limit from 200 tons per day to 225 tons per day as discussed in the Staff Report; and

WHEREAS, Ambrose Calcagno, Jr. dba A.C. Trucking has complied with Metro Code Section 5.01.060 requirements for franchise applications, the content of which is discussed in the Staff Report; and

WHEREAS, Ambrose Calcagno, Jr. dba A.C. Trucking has applied for a variance pursuant to Metro Code Section 5.01.110 for a waiver of the User Fee under Metro Code Section 5.01.150; and

WHEREAS, Ambrose Calcagno, Jr. dba A.C. Trucking has not met the criterion for a variance waiving the User Fee under Metro Code Sections 5.01.110 and 5.01.150; and

WHEREAS, Ambrose Calcagno, Jr.'s request to amend the franchise to allow public self-haulers to utilize the facility has met the purpose and intent of Metro Code Section 5.01.020 and 5.01.070; and



WHEREAS, amendment of rates charged to commercial haulers and setting of rates for public self-haulers has been considered by the Rate Review Committee pursuant to Metro Code Section 5.01.170 and maximum rates recommended relative to the Committee's deliberations as discussed in the Staff Report; and

WHEREAS, Ambrose Calcagno, Jr.'s request to amend the franchise to increase the daily tonnage limit to 225 tons per day from the presently authorized 200 tons per day is consistent with the purpose and intent of Metro Code Sections 5.01.020 and 5.01.070; and

WHEREAS, the rate maximums allowed are subject to Council review per the provisions of Metro Code Section 5.01.180(e) should the need arise; now, therefore,

BE IT RESOLVED,

1. The Council of the Metropolitan Service District authorizes the District to enter into the attached Franchise Agreement with Ambrose Calcagno, Jr. dba A.C. Trucking within ten (10) days of the adoption of the Resolution

2. That the requested amendments to the franchise to open the facility to public self-haulers, set a new rate maximum for commercial haulers, establish a maximum rate for public self-haulers, and allow an increase in the daily tonnage permitted through the facility; (as such are conditioned by the Franchise Agreement), are granted

3. That the request for a variance to waive the obligation to collect the Metro User Fee is denied, but assessment of the User Fee shall be deferred until ultimate disposal to encourage removal of recyclables from the waste accepted at the facility.

ADOPTED by the Council of the Metropolitan Service District this \_\_\_\_ day of \_\_\_\_\_, 1988.

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Mike Ragsdale, Presiding Officer



FRANCHISE NO.: 4  
DATE ISSUED: March 22, 1984  
RENEWAL DATE: September 22, 1988  
EXPIRATION DATE: September 22, 1991

SOLID WASTE FRANCHISE  
issued by the  
METROPOLITAN SERVICE DISTRICT  
2000 S.W. First Avenue  
Portland, Oregon 97201-5398  
(503) 221-1646

ISSUED TO: Forest Grove Transfer Station

NAME OF FRANCHISEE: Ambrose Calcagno, Jr. dba A. C. Trucking

ADDRESS: 1525 "B" Street  
P.O. Box 8

CITY, STATE, ZIP: Forest Grove, Oregon 97116

NAME OF OPERATOR: Ambrose Calcagno, Jr. dba A. C. Trucking

PERSON IN CHARGE: Ambrose Calcagno, Jr. dba A. C. Trucking

ADDRESS: 1525 "B" Street

CITY, STATE, ZIP: Forest Grove, Oregon 97116

TELEPHONE NUMBER: (503) 357-9222

This Franchise will automatically terminate on the expiration date shown above, or upon modification, revocation or suspension, whichever occurs first. Notwithstanding the expiration date, if the Franchise Holder shall be in compliance with the terms of this Franchise Agreement, the Solid Waste Director shall be authorized to certify extension of this agreement for an additional period of two years, such certification to be in writing and indicating no need for modification or amendment of the Franchise Agreement. A request for certification by the Solid Waste Director shall be filed in writing no less than sixty (60) days preceding the expiration date of the Franchise Agreement nor more than one hundred twenty (120) days preceding the expiration date. Until this Franchise terminates, Ambrose Calcagno, Jr. dba A. C. Trucking, is authorized to operate and maintain a transfer station located at 1525 "B" Street, Forest Grove, Oregon 97116, for the purpose of accepting and transferring solid waste in accordance with the Metro Code and the attached Schedules A, B, C, D and E. 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.

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Ambrose Calcagno, Jr.

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Executive Officer  
Metropolitan Service District



## FRANCHISE CONDITIONS

Franchise Number: 04

Expiration Date: September 22, 1991

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### SCHEDULE A

#### AUTHORIZED AND PROHIBITED ACTIVITIES

- SA-1 The Franchise Holder is authorized to accept solid wastes as defined in Metro Code Chapter 5.01 from commercial collection vehicles, in order to consolidate waste in drop boxes or transfer trailers for delivery to a Metro franchised or authorized disposal facility and to separate out recyclable materials such as wastepaper, cardboard and newspaper. Discarded vehicles, sewage sludge, septic tank and cesspool pumpings, or other sludge; demolition and construction waste; asphalt, broken concrete and bricks shall not be accepted at the facility.
- SA-2 The Franchisee may not exclude any commercial hauler from using the facility except for grounds considered reasonable by Metro. All commercial haulers using the facility shall receive equal treatment and service in transfer operations. The Franchisee shall not enter into any contracts or agreements with other haulers for the delivery of waste or on rates to be charged except as allowed in this Franchise Agreement.
- SA-3 The Franchise Holder may [not] accept mixed solid waste from the public.
- SA-4 The Franchise Holder may accept source separated solid waste from the public for recycling.
- SA-5 [The Franchisee may accept no more than 200 tons of waste per operating day on a monthly average.] The Franchise Holder may accept no more than 225 tons of waste per operating day on a monthly average, with the added condition that notwithstanding this authority, the Franchise Holder may not accept more than sixty thousand (60,000) tons of mixed solid waste destined for disposal in a general purpose landfill in any twelve (12) consecutive months. In addition to this authorized tonnage, the Franchise Holder may accept up to ten thousand (10,000) tons annually (within the monthly average authorized) of special wastes not required to be disposed of in a general purpose landfill.



- SA-6      Notwithstanding the conditions in SA-5, the Franchise Holder shall be restricted from transferring any waste to a general purpose landfill other than the Gilliam County Sanitary Landfill near Arlington, Oregon if such transfer would conflict with the obligations of Metro to Oregon Waste Systems, Inc. under its contract (and any subsequent amendments) with Oregon Waste Systems for provision of waste disposal services.
- SA-7      The Franchise Holder shall not in any event transfer or dispose of any special or mixed solid waste at any general or limited purpose landfill or other disposal site or facility unless such landfill, disposal site or facility is approved by Metro.

## FRANCHISE CONDITIONS

Franchise Number: 04

Expiration Date: September 22, 1991

### SCHEDULE B

#### MINIMUM MONITORING, REPORTING AND FEE SUBMISSION REQUIREMENTS

SB-1 The Franchise Holder shall effectively monitor the transfer station operation and maintain records of the following required data to be submitted to Metro:

- a. Name and address of the Franchise Holder
- b. Month and year of each report
- c. Signature and title of the Franchise Holder or his agent.

<u>Item</u>	<u>Minimum Monitoring Frequency</u>
a) Cubic yards or tons of solid waste deposited at the transfer station by the Franchise Holder's collection vehicles and other commercial vehicles classified among compacted, noncompacted, and special loads.	Daily
b) Number of truck loads received at the transfer station from the Franchise Holder's company and from other companies.	Daily
c) <u>Cubic yards or tons of solid waste deposited by the public at the transfer station.</u>	<u>Daily</u>
d) <u>Number of loads received at the transfer station from the public, classified by auto, pickup truck or other vehicle.</u>	<u>Daily</u>
e) <u>Number of loads and cubic yards or tons of mixed or special solid waste disposed of at a general or limited purpose landfill or other disposal facility, classified by facility and type of waste.</u>	<u>Daily</u>
[c] f) Detailed explanation of any adjustments made to the amount of fees pursuant to SB-3 below.	Each Occurrence



- 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 Code 5.01.150 and Metro Code 5.02.045 (user fee) and 5.02.050 (transfer charge), the Franchise Holder shall submit to Metro on an approved form a monthly User Fee statement and payment. The Franchise Holder shall pay Metro user fee for all mixed solid wastes which are not separated at the source and which are accepted by the Franchisee at the facility. The statement and payment shall be submitted on or before the 20th day of each month following the preceding month of operation. User fee schedules are subject to revisions in accordance with Metro ordinances, rules and regulations promulgated after the date of this Franchise Agreement.] In accord with Metro Code 5.02.050 (transfer charge) the Franchise Holder shall submit fees and payments unless exempted therefrom by the Solid Waste Director pursuant to the provisions of 5.02.050 (d).
- SB-4 The Franchise Holder shall be exempt from payment of a User Fee under section 5.02.045 of the Metro Code for tonnages of mixed solid waste received at the facility, but shall instead be liable for payment of a User Fee for those tonnages ultimately disposed and not recycled. Any statement that may be required under this condition shall be submitted on or before the 20th day of each month following the preceding month of operation. Schedules are subject to revisions in accord with Metro ordinances, rules and regulations promulgated after the date of this Franchise Agreement.
- SB-[4]5 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. Uncollectible User Fees may be deducted from payments submitted to Metro when an affidavit explaining the status of the account is provided.
- SB-[5]6 The Franchise Holder shall pay an annual franchise fee established by the Council within 30 days of the effective date of the Franchise Agreement and each year thereafter.
- SB-[6]7 The Franchise Holder shall report to the District any changes in excess of five (5%) percent of ownership of the Franchise Holder's corporation or similar entity, or of the partners of a partnership within ten days of such changes of ownership.



SB-[7]8 The Franchise Holder will file quarterly with Metro a report indicating the types (wood, paper, cardboard, metal, glass, etc.), quantities (tonnage/cubic yards) and selling price of source separated and non-source separated solid wastes accepted at the facility and not disposed of at a District approved site.

SB-[8]9 The Franchise Holder shall file an annual report on forms provided by the District on or before March 1 of each year for the preceding year.



## FRANCHISE CONDITIONS

Franchise Number: 04

Expiration Date: September 22, 1991

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### SCHEDULE C

#### COMPLIANCE CONDITIONS AND SCHEDULES

- SC-1 The Franchise Holder shall furnish Metro with proof of public liability insurance including automotive coverage within ten (10) days after receipt of the order granting this Franchise. Said insurance shall be 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. The District shall be named as an additional insured in the policy.
- SC-2 The franchise insurance set forth in SC-1 shall be maintained during the term of the Franchise. The Franchise Holder shall give thirty (30) days prior written notice to the District of any lapse or proposed cancellation of insurance coverage.
- SC-3 The Franchise Holder shall obtain a corporate surety bond in the amount of \$25,000.00 within ten (10) days after receipt of the order granting this Franchise. Said bond shall guarantee full and faithful performance by the Franchisee during the term of this Franchise of the duties and obligations of this Franchise Agreement.
- SC-4 The franchise corporate surety bond in the amount set forth in SC-3 shall be maintained by the Franchise Holder during the term of the Franchise. The Franchise Holder shall give thirty (30) days written notice to the District of any lapse or proposed cancellation of the bond.
- SC-5 All solid wastes accepted by the Franchise Holder at the facility and not recovered for reuse or recycling shall be delivered at the end of each work day or during the following work day to a Metro approved or franchised solid waste facility.
- SC-6 The Franchise Holder shall not stockpile mixed loads of food waste, food containers, or material contaminated by putrescible waste for more than one working day. Mixed waste from commercial vehicles temporarily stored at the site shall be delivered at the end of each working day or during the following work day to a Metro approved or franchised general purpose solid waste facility. For the purpose of this



regulation, waste from compactor trucks shall be assumed to contain putrescible waste.

- SC-7 The Franchise Holder may not lease, assign, mortgage, sell or otherwise transfer, either in whole or in part, its Franchise to another person without prior approval by the District.
- SC-8 The Franchise Holder may contract with another person to operate the processing center 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.
- SC-9 The Franchise Holder 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 for possible review by the District.
- SC-10 By October 1, 1986, the Franchise Holder shall designate and implement procedures for waste reduction which will enable commercial haulers using the site to store a reasonable volume of source separated recyclable material on the site or receive credit for the value of significant quantities of recyclable materials which they deliver to the Franchise Holder's drop-off depot. Haulers using the facility shall be made aware of these procedures and the Franchise Holder shall make reasonable efforts to assure that source separated materials remain segregated from mixed wastes being transferred for disposal.
- SC-11 By October 15, 1988, the Franchise Holder shall provide to Metro (subject to Metro's review and approval) a detailed description of the accounting procedures to be used to account for waste delivered to the transfer station by the public and commercial haulers.
- SC-12 The Franchise Holder may continue operation of the gatehouse for both public and commercial haulers, provided however that Metro shall review the desirability of a Metro-operated gatehouse annually during the first two years from the date of this amendment and biennially thereafter, or more frequently, if the Solid Waste Director shall initiate such a review. Metro reserves the right to operate the gatehouse at its own expense and pay the net proceeds of collections to the operator.



## FRANCHISE CONDITIONS

Franchise Number: 04

Expiration Date: September 22, 1991

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### SCHEDULE D

#### GENERAL CONDITIONS

- SD-1 All notices required to be given to the Franchisee under this Franchise Agreement shall be given to Ambrose Calcagno, Jr., Forest Grove Disposal, 1525 "B" Street, P.O. Box 8, Forest Grove, Oregon 97116. All notices and correspondence required to be given to Metro under this Franchise shall be given to the Solid Waste Director, Solid Waste Department, Metro, 2000 S.W. First Avenue, Portland, Oregon 97201-5398.
- SD-2 The conditions of this Franchise Agreement shall be binding upon the Franchise Holder, and the Franchise Holder shall be responsible for all acts and omissions of all contractors and agents of the Franchise Holder.
- SD-3 In the event that the transfer station 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.
- SD-4 The Franchise Holder shall submit a duplicate copy to the District of any information required by the Department of Environmental Quality (DEQ) pertaining to the processing facility during the term of the Franchise. Such information shall be forwarded to the District within two (2) working days of their submission to DEQ.
- SD-5 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.
- SD-6 The disposal site operation shall be in strict compliance with the Metro Code regarding storage, collection, transportation, recycling and disposal of solid waste.



- SD-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.
- SD-8 Metro may reasonably regulate the hours of site operation as it finds necessary to ensure compliance with this Franchise Agreement. Metro will attempt to provide ninety (90) days written notice prior to regulating hours of operation.
- SD-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.
- SD-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.
- SD-11 Authorized representatives of Metro shall be permitted access to the premises of the 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 and the Metro Code. Access to inspect is authorized:
- a. during all working hours;
  - b. at other reasonable times with notice;
  - c. at any time without notice, at the discretion of the Metro Solid Waste Division Director, when such notice would defeat the purpose of the entry.



SD-12 Litter, Odor, Dust, Noise and Vector Control

- a) Control of Blowing Debris. The Franchisee shall police all areas within the site and along the road frontage of the site as indicated on the map attached as Exhibit 1, Schedule D and specifically, relative to the facility:
- i) patrol the facility daily;
  - ii) patrol Highway 47 ("B" Street) from its intersection with the relocated Tualatin Valley Highway to its intersection with Pacific Avenue on a weekly basis;
  - iii) respond to citizen's complaints on an "on call" basis within twelve (12) hours, or sooner as circumstances may require;
  - iv) log all citizen complaints by name, date, time and nature of complaint;
  - v) Franchisee to apply to State for approval for signage to direct traffic to facility using Highway 47.
- b) Odor, Dust and Noise Control. The Franchisee shall control odor and dust on the site by use of installed dust control and odor systems whenever excessive dust and odor occur or at the direction of Metro. Alternative dust and odor control measures may be performed by the Franchisee with the approval of Metro. Franchisee's equipment will be operated within limits of noise regulations.
- c) Vector Control. The Franchisee shall conduct the operation of the transfer station in such a manner so as to ensure unfavorable conditions for production of rodents and insects. Strict adherence to these specifications and operating procedures will reduce the potential problem to a minimum. In the event that rodent and insect activity become apparent to Metro, supplemental vector control measures will be initiated by the Franchisee at his/her own cost, with the approval of the Department of Environmental Quality and Metro.

SD-13 Franchisee shall be subject to a \$500 forfeiture for each violation for failure to comply with the provisions of SD-12. Before any such forfeitures shall be imposed, the Franchisee shall first receive a written notice of failure to comply providing an opportunity to cure such failure pursuant to Chapter 2.03 of the Metro Code.



SD-14    Franchisee shall meet with representatives of Metro and the City of Forest Grove on a schedule to be determined by Metro and the City of Forest Grove to discuss operational impacts of the transfer station on the City of Forest Grove and any correctional measures that may be necessary to address such impacts. The meetings will be scheduled no more often than once every six (6) months. The Metro Solid Waste Director may call a meeting on a shorter schedule if specific operational issues require immediate attention.

SD-[12]15

This Franchise Agreement is subject to suspension, modification, revocation or nonrenewal upon finding that a franchisee has:

- a.    Violated the Disposal Franchise Ordinance, 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 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;
- e.    Failed to pay when due the fees required to be paid under this Ordinance; or
- f.    That there has been a significant change in the quantity or character of solid waste received or the method of solid waste disposal.

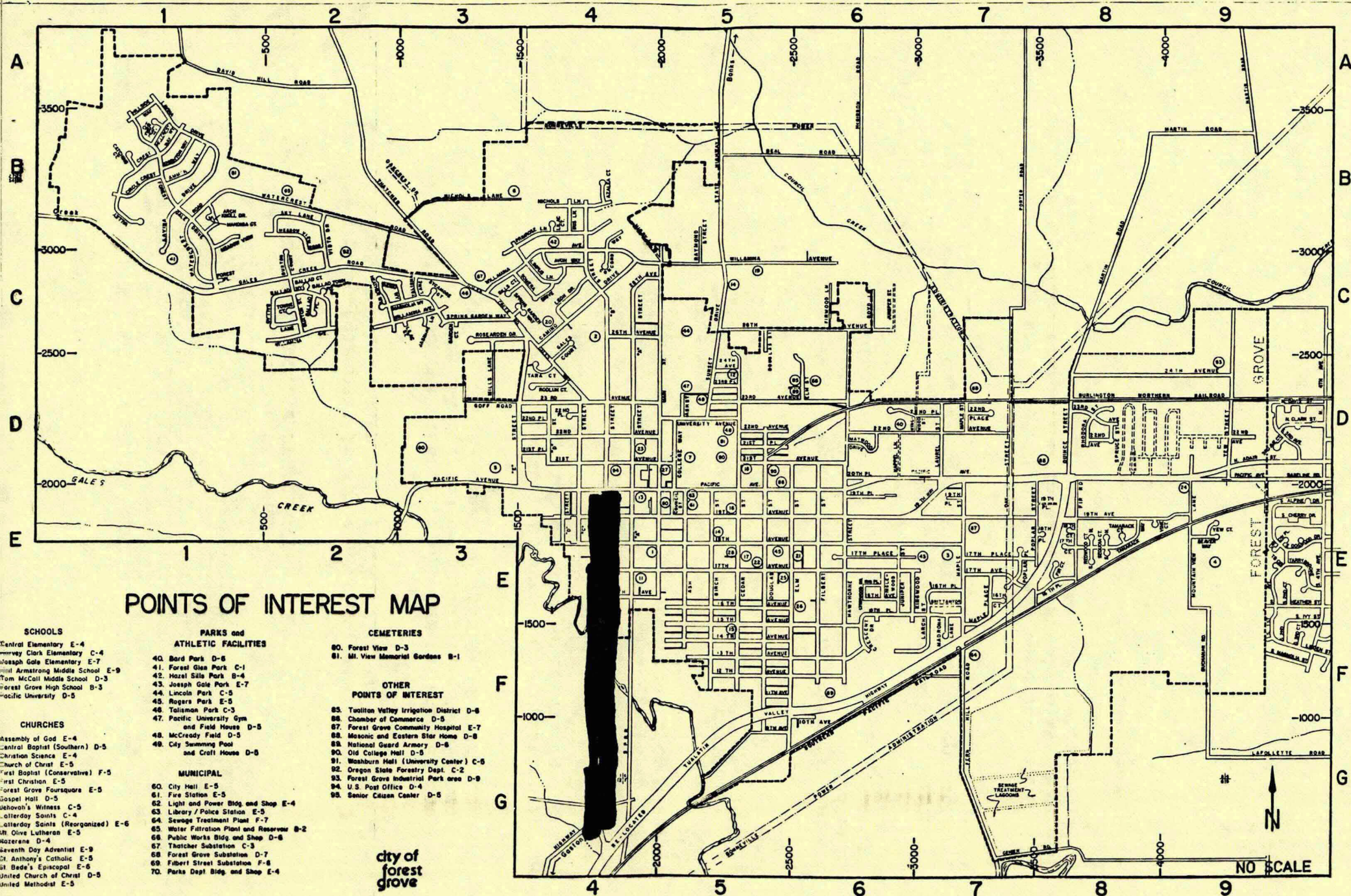
SD-[13]16

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

SD-[14]17

The granting of this Franchise shall not vest any right or privilege in the Franchisee to receive specific types or quantities of solid waste during the term of the Franchise.







## FRANCHISE CONDITIONS

Franchise Number: 04

Expiration Date: September 22, 1991

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### SCHEDULE E

#### TRANSFER RATES

- SE-1 The Franchise Holder shall collect a Transfer Fee, a Disposal Fee and a Metro Fee on each ton of waste delivered to the facility by commercial haulers for transfer. All wastes delivered shall be charged the same rates. The Franchise Holder shall maintain accounts on wastes received and amounts billed to each commercial hauler as required by Metro Code Section 5.01.130.
- SE-2 In the event that the scales for weighing incoming waste cannot be used, tonnage rates are to be converted to yardage rates on the assumption that compacted waste as a density of 600 pounds per cubic yard and that non-compacted waste has a density of 250 pounds per cubic yard.
- SE-3 Fees for disposal (including any fees assessed by local jurisdictions in which the disposal facility is located) and Metro Fees shall be collected by the Franchise Holder on all waste received and shall be paid to the disposal site or Metro as required. In calculating the total charges to be paid on each load or each account, the amount of the charge which is passed through to Metro or to the disposal site shall be itemized. Any changes in the amount of fees for disposal or in Metro Fees to be collected shall result in appropriate adjustments to the total charges collected.
- SE-4 As set forth in SB-3, required User Fee and Regional Transfer Charges shall be paid to Metro. As allowed by Metro Code Section 5.02.050(d), the Franchise Holder may be exempted from collecting and paying the Regional Transfer Charge when a written authorization to do so has been issued by the Solid Waste Director.
- SE-5 As of [August 14, 1986] September 22, 1988, the Franchisee is authorized to charge a transfer fee of [\$13.98] \$19.25 per ton[.] for mixed solid waste received from commercial haulers.



- SE-6 As of September 22, 1988, the Franchise Holder is authorized to charge a Transfer Fee of \$15.00 per load (up to three (3) cubic yards) for public self-haulers, provided however that if a self-hauler shall bring in one-half ( $\frac{1}{2}$ ) cubic yard of recyclable material that the remaining portion of the load shall be charged at a rate not to exceed \$5.00 per cubic yard (\$5.00 minimum; \$12.50 maximum for three (3) cubic yards). Any incremental cubic yards of mixed solid waste over three (3) cubic yards shall be charged at an incremental rate of \$2.00 per cubic yard.
- SE-7 Any uncovered loads delivered to the facility shall be charged double rates.
- SE-8 Included in the fees referred to in SE-3 shall be a Community Enhancement Fee not to exceed \$.50 per ton (less a set-off for real estate taxes paid to the City of Forest Grove) to be paid to the City of Forest Grove per an agreement to be established between Metro and the City of Forest Grove. The Franchisee shall receive thirty (30) days' notice of the effective date upon which to commence collecting this fee and paying it as directed by Metro.
- SE-[6]9 The transfer fee shall not increase the amount set forth in SE-5 without a detailed rate request from the Franchisee and the approval of the Metro Council.
- SE-[7]10 The transfer fee may be adjusted so long as it remains below the amount set forth in SE-5 or the rate currently approved. The Franchisee must notify, in writing, the Solid Waste Director of his intent to adjust the transfer rate at least ten (10) days before he implements plans to adjust the rate. The adjusted transfer rate shall take effect if the Solid Waste Director has not notified, in writing, the Franchisee of his/her disapproval of the proposed adjustment prior to its scheduled effective date. Adjustments in the transfer fee shall not be requested more frequently than once every ninety (90) days. Customers of the Forest Grove Transfer Station shall be provided with sixty (60) days notice prior to any increases in the transfer fee. The purpose in allowing for an administrative adjustment in the approved rate is to allow the operator an opportunity to respond to market conditions and attract needed waste in a timely manner.



DATE RECEIVED BY METRO \_\_\_\_\_

MAIL THIS APPLICATION TO:

METROPOLITAN SERVICE DISTRICT  
Attn: Solid Waste Department  
200 S.W. First  
Portland, Oregon 97201  
221-1646

## SOLID WASTE FRANCHISE APPLICATION

Check one or more:

- ☒ TRANSFER STATION  
☐ PROCESSING CENTER  
☐ RESOURCE RECOVERY FACILITY

DATE OF APPLICATION \_\_\_\_\_

1. NAME OF FACILITY Forest Grove Transfer Station  
Facility Address 1525 B Street, P. O. Box 8  
Forest Grove, Oregon 97116

2. PROSPECTIVE FRANCHISEE - Public Agency \_\_\_\_\_ Private X  
Name Ambrose Calcagno, dba A C Trucking  
Address 1525 B Street, P. O. Box 8  
Forest Grove, Oregon  
Phone (503) 357-9222

3. OWNER(S) OF PROPERTY  
Name Ambrose Calcagno Name Virginia Calcagno  
Address 4901 SW Fairhaven Dr. Address same  
Portland, Oregon  
Phone 223-8718 Phone \_\_\_\_\_

4. SUBCONTRACTORS - Name, address and function of franchisee's site operation subcontractors, if any \_\_\_\_\_  
Eager Beaver Sanitary Service, Inc., 1525 B Street, P. O. Box 8,  
Forest Grove, Oregon 97116  
FUNCTION: Provider's drop boxes.



5. SITE DESCRIPTION - Tax Lot(s) 9500 and 9501

Section NE 1/4 1 Township T1S1 Range R4W W.M.  
NE 1/4 6 T1S1 R3W

6. ZONING - Present Land Use Zone General Industrial

Restrictions See letter of May 5, 1988, Exhibit A

7. IS A CONDITIONAL USE PERMIT NECESSARY FOR THE PROPOSED FACILITY?

Yes \_\_\_\_\_ No X

8. PUBLIC HEARING - Date(s) and nature of Public Hearing(s) held or  
to be held, if any NONE

9. PERMITS ISSUED OR APPLIED FOR - List name and number of all  
permits, (i.e., DEQ Solid Waste Disposal Permit, Conditional Use  
Permit, Air Permit, etc.) plus name, address and contact person  
at federal, state or local agency responsible for issuing  
permit(s).

Permits Applied for DEQ Solid Waste Disposal Permit - Bob Brown

Permits Received \_\_\_\_\_

10. LICENSE OR FRANCHISE - Is the solid waste facility licensed or  
franchised by a city or county? Yes \_\_\_\_\_ No X.  
Identify \_\_\_\_\_

11. POPULATION DATA - Estimated population to be served by site  
Western Washington County - approximately 100,000?

12. ESTIMATED QUANTITY OF SOLID WASTE TO BE ACCEPTED

Annually: \_\_\_\_\_ Cubic Yards Daily: \_\_\_\_\_ Cubic Yards  
Annually up to 70,000 Tons Daily: up to 225 Tons



13. TYPES OF SOLID WASTE TO BE ACCEPTED, (i.e., food waste or containers, construction/demolition waste, land clearing debris, stumps, sludges, inert rock, etc.)

a. Food waste 10 % of Total c. \_\_\_\_\_ % of Total  
 b. Container & 89 % of Total d. \_\_\_\_\_ % of Total  
 waste paper e. \_\_\_\_\_ % of Total

14. ESTIMATED ANNUAL QUANTITY OF MATERIAL TO BE RECYCLED FROM SOLID WASTE RECEIVED

Glass 1/2 tons .75 % of total  
 Newspaper 1400 tons 3% % of total  
 Corrugated/Kraft 1400 tons 3% % of total  
 Aluminum \_\_\_\_\_ tons \_\_\_\_\_ % of total  
 Other Metals \_\_\_\_\_ tons \_\_\_\_\_ % of total  
 Ledger 1/4 tons 5% % of total  
 Motor Oil \_\_\_\_\_ gallons \_\_\_\_\_ % of total  
 Other Waste paper 4200 T 9% % of total

15. MARK ITEMS WHICH ARE TO BE EXCLUDED

None	_____	All putrescible wastes	_____
Bulky combustible	_____	(i.e., food or food	_____
material (stump, etc.)	<u>X</u>	contaminated materials)	_____
Waste oil	_____	Dead Animals	<u>X</u>
Junk Automobiles	<u>X</u>	Sewage or Industrial	_____
Demolition wastes	<u>X</u>	Sludges	<u>X</u>
Hazardous materials	<u>X</u>	Large appliances	_____
		Tires	_____

Other items to be excluded: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



16. PUBLIC/COMMERCIAL OPERATIONS, TRAFFIC VOLUME, OPERATING HOURS  
Will the facility to be open to the public? Yes XX No       ;  
Commercial solid waste collectors? Yes XX No

	<u>Public</u>	<u>Commercial</u>
<u>Operating Hours</u>		
Hours per Day	<u>8 AM to 6 PM</u>	<u>24 hours</u>
Days per Week	<u>6</u>	<u>7 days a week</u>
Estimated Vehicles per Week	<u>150</u>	<u>75 current volume</u>

17. Does the owner or operator of this facility own, operate, maintain, have a proprietary interest in, or is the owner financially associated with or subcontracting the operation of the site to any individual, partnership, or corporation involved in the business of collecting residential, commercial, industrial or demolition refuse within the District?  
Yes X No        See Res. # 86-674
18. Will the facility be open to any solid waste collection companies not wholly owned by the franchisee which collect refuse within the District? Yes X No        See Res. # 86-674
19. Will the facility be open to solid waste collection companies who collect outside the Service District other than the franchisee? Yes X No



## ATTACHMENT SECTION

20. Attach a description of the proposal for processing solid waste (i.e., composting, shredding, milling, pulverizing, hand sorting, other) or recovering solid waste (i.e., burning).

See original application - (unchanged)

21. Attach a statement indicating the need for your proposed facility:

Exhibit 2

- Explain how the proposed facility will benefit and increase the efficiency of the current regional solid waste disposal system.
- Explain how the proposed facility will further recycling in the District.
- Explain what impact (positive, no effect, negative) the proposed facility will have on other solid waste disposal facilities within the Metro boundaries and why. (Other solid waste facilities include transfer stations, processing centers, energy recovery facilities, and landfills.)

22. Attach a letter demonstrating that the applicant can obtain Exhibit 2 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.

23. If the applicant is not an individual, submit a list of stockholders holding more than five (5%) percent of a corporation or similar entity, or of the partners of a partnership. NOT APPLICABLE. Solely owned by Ambrose Calcagno.



24. If rates will be charged, attach a schedule of proposed rates, and fill out the attached financial information forms. Exhibit 4
25. Attach a map showing the estimated geographical service area of the proposed facility. Exhibits 5, 5A
26. Attach list of equipment to be used, including: Exhibit 6  
Make and model number.  
Equipment replacement schedule.  
Value of equipment and equipment age.  
Description of mobile equipment required to operate site.
27. Attach a facility layout plan including site boundaries.
28. Submit copy of the DEQ permit application and copies of all correspondence, plans, etc., submitted to DEQ in connection with the process of obtaining a DEQ permit to operate the site.
29. If the proposed solid waste facility will be open to the public and collection companies other than the franchisee attach a description of the operation and detailed plans and specifications demonstrating compliance with the attached Waste Reduction Guidelines. Include estimated quantities and types of materials to be recycled.




PROPERTY OWNER AGREEMENT

I have read Section 20(5)(a) and (b) of the Disposal Franchise Ordinance and agree to be bound by the requirements of the Section if the applicant's franchise is revoked or renewal is denied. I consent to the prospective franchisee's proposed use of the property. The nature and terms of the property interest held between myself and the prospective franchisee is (example, lease, lease option, land contract, etc.) Fee ownership

The duration of the property interest is perpetual

\_\_\_\_\_  
Signature of property owner

Date \_\_\_\_\_

  
\_\_\_\_\_  
Signature of property owner

Date June 2, 1988



FRANCHISE APPLICANT

I hereby certify that the information contained in this application is true and correct to the best of my knowledge. I agree to notify Metro within 10 days of any change in the information submitted as a part of this application. I am enclosing the required \$200.00 non-refundable franchise application fee. (Make check payable to Metro.)

Signature and title of person completing form:

SIGNATURE

TITLE

DATE

June 2, 1988

PHONE

359-0482

TA/srb  
7258B/322  
01/17/83



## EXHIBIT 2

### ATTACHMENT - SECTION 21

- 21A Expansion of the proposed facility to allow public access will benefit the current system by allowing a public dumping facility at the western end of Washington County and reducing Washington County traffic to Clackamas County Transfer and St. Johns landfill. It will also reduce the amount of illegal dumping taking place on public and private property throughout the District.
- 21B Recycling: The transfer station currently has a recycling system that has been in existence since 1976. This will give more exposure of the system to the public and expose those members of the public who have not used the commercial haulers to the additional opportunities for recycling. Recycled materials will be hauled directly for resale and remanufacture as they have been in the past.
- 21C. Effect on other Solid Waste Disposal Facilities: The expansion of Forest Grove facility to allow public and commercial haul will have the positive effect of allowing another option for commercial haulers and the public which will hopefully reduce some of the pressure upon the Clackamas County transfer station and St. Johns landfill.





# CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

3-16-88 cac

## PRODUCER

Corroon & Black of Oregon  
P. O. Box 8699  
Portland, Oregon 97207  
(503) 224-4155

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	United States Fidelity & Guaranty Company
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

## INSURED

Eager Beaver Sanitary Service, Inc. and  
as per attached Named Insured Endorsement  
P. O. Box 8  
Forest Grove, Oregon 97116

## COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. "CANCELS AND REPLACES CERTIFICATE DATED 2-23-88."

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	<b>GENERAL LIABILITY</b>	1MP07800757801	2-6-88	2-6-89	GENERAL AGGREGATE	\$ 2,000.
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS COMP/OPS AGGREGATE	\$ 2,000.
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				PERSONAL & ADVERTISING INJURY	\$ 1,000.
	<input checked="" type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE				EACH OCCURRENCE	\$ 1,000.
	<input checked="" type="checkbox"/> \$1,000. Property Damage Deductible				FIRE DAMAGE (ANY ONE FIRE)	\$ 50.
A	<b>AUTOMOBILE LIABILITY</b>	1MP07800757801	2-6-88	2-6-89	MFICAL EXPENSE (ANY ONE PERSON)	\$ 5.
	<input checked="" type="checkbox"/> ANY AUTO				CSL	\$ 1,000.
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER PERSON)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				EACH OCCURRENCE	\$
	<input type="checkbox"/> GARAGE LIABILITY				AGGREGATE	\$
	<input checked="" type="checkbox"/> \$1,000. Property Damage Deductible					
	<b>EXCESS LIABILITY</b>					
	<input type="checkbox"/>					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-POLICY LIMIT)
					\$	(DISEASE-EACH EMPLOYEE)
	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

All Operations of the Insured

## CERTIFICATE HOLDER

Metropolitan Service District  
Main Office  
2000 S.W. 1st Avenue  
Portland, Oregon 97201

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*D. D. Eminone, car*

EXHIBIT 3



EXHIBIT 4

ATTACHMENT - SECTION 24

SCHEDULE OF PROPOSED RATES

PUBLIC HAUL:

Minimum rate: \$9.75 for up to 2-1/2 yards  
(equal to level pickup load)

Basic rate of \$2.00 for each additional 1/2 cubic yard

Loads over 5 yards will be charged at commercial rate

(Rate to remain equal with existing Metro transfer station rates and adjusted upward as Metro rates adjusted)

RECYCLABLE RATES:

Source separated recyclables - No charge

Mixed loads - charged at normal rate

ALL UNCOVERED LOADS WILL BE CHARGED AT DOUBLE RATES.

CASH ONLY - NO CREDIT CARDS OR CHECKS

COMMERCIAL HAULING:

Maximum rate of \$19.04 per ton is requested plus requesting a waiver of the \$3.20 Metro fee to allow an additional fee of \$4.50 a ton to be implemented at Riverbend Landfill.

The above rate must be added to the existing and proposed landfill rate which is presently set at \$10.80 a ton at Riverbend. Current and future total proposed fees are shown as follows:

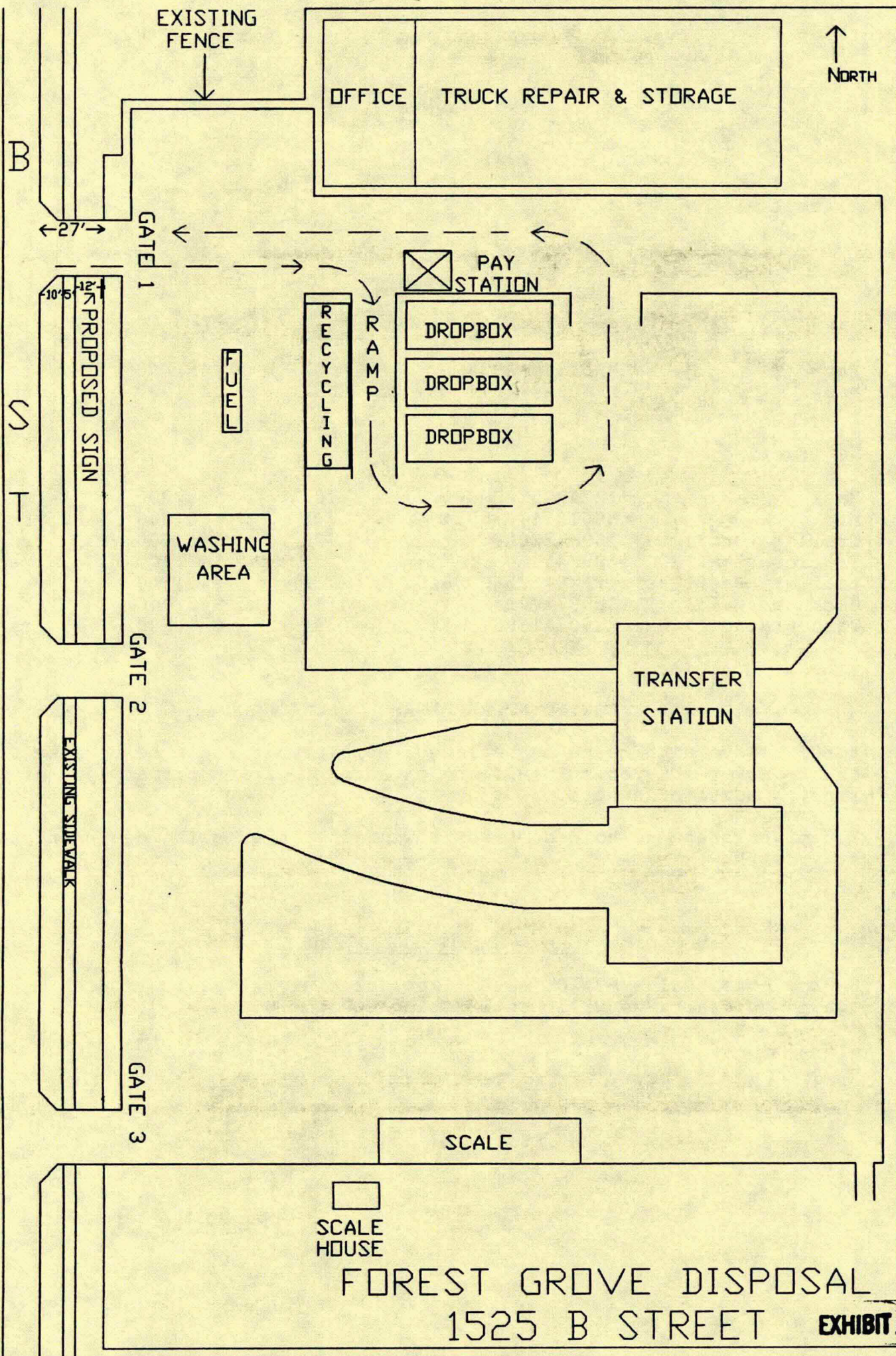


	<u>Current Charges</u>	<u>Current Maximum</u>	<u>Proposed Maximum</u>
Forest Grove Transfer Station (Commercial Rates)	7.49	13.98	19.04
Metro Fee	3.20	3.20	---
Landfill fee at Yamhill County (proposed increase) of \$4.50 to \$15.30	10.80	10.80	---
	---	---	<u>15.30</u>
	21.49	27.98	34.34

MONEY HANDLING:

Applicant proposes that all funds be duly and properly accounted for, including both commercial and private haulers. Such accounting shall include cash register controls and duplicate receipts for recheck by Metropolitan Service District.





FOREST GROVE DISPOSAL  
1525 B STREET



## EXHIBIT 6

### ATTACHMENT - SECTION 26

#### EQUIPMENT

<u>MAKE</u>	<u>SERIAL</u>	<u>#</u>	<u>VALUE</u>	<u>AGE</u>
Mack	MR685-S-2985	601	\$45,600	9 yrs
Mack	MR685-S-3977	602	\$47,500	8 yrs

#### AC Trucking:

Mack	1M2AR35Y7FM005977	703	\$68,000	3 yrs
Mack	MH613147756924	701	\$68,000	3 yrs
Trailer (Star)	1S9H45202	720	\$46,000	3 yrs
Trailer (Star)	1S9H45204	721	\$46,000	3 yrs
trailer (Peerless)	1PLX04525HPG86100	722	\$49,500	1 yr
Backhoe (Case)	SN9872429	A710	\$45,000	3 yrs
Yard tractor	MB607S1595	704	\$ 4,500	19 yrs

#### EQUIPMENT REPLACEMENT SCHEDULE

# 601 is due anytime to be replaced, however, it won't be because of the transfer station. It will be on account of its primary job of running boxes elsewhere.

You might state to hold down costs we will use existing equipment to start with.

#### MOBILE EQUIPMENT SCHEDULE

6-drop boxes value \$2,100 each. Replace every 10 years. Once again, to start, we will use existing equipment.



# forest grove

May 5, 1988

Barry Graham  
Forest Grove Disposal Service  
1525 "B" Street  
P.O. Box 8  
Forest Grove, Oregon 97116

Dear Mr. Graham:

This is a response to your letter of 4/25/88 requesting that we certify that the present use of your property as a transfer station at its location is permitted by the City of Forest Grove.

The subject property is zoned GI, General Industrial. When the transfer station property was annexed to the city, the GI zone designation was applied to this site based on the finding that "truck and bus yards and terminals, wholesaling, warehousing and storing," and "sanitary landfills" are allowed uses in the zone.

Based on the fact that the allowed use of the property has not changed since it was originally established and use of the station by the general public will be the same as the commercial haulers, we consider your permit change well within the definition of "general industrial use."

If you have any further questions regarding this information, please contact me at 359-3227.

Sincerely,



Gary Miniszewski  
Associate Planner

GM:SS

EXHIBIT A



## EXHIBIT B

### ACCESS, TYPES OF VEHICLES, AND CLEANUP FOR PUBLIC HAUL

1. Access. While the facility has direct access to B Street, it is our recommendation that the public be urged to use Highway 47 by-pass south and enter B street north to the transfer station.

Maps and literature will be provided for customer, Metro, and City use directing access to the transfer station from Hwy 47.

Applicant would hope the City of Forest Grove would allow highway signs providing directions to the transfer station.

2. Types of Vehicles Accepted. All types of vehicles will be accepted except dump trucks. (Dump trucks will pay commercial rates thru the existing transfer station. All untarped or uncovered vehicles will be charged double the normal rate.
3. The road cleanup will continue from Pacific on the north. South on "B" street, to the stop light on Hwy 47, at least weekly, as this coincides with our existing permit. The internal cleanup within our fences will continue on a daily basis.

The drop box removal and dumping will be subcontracted to Eager Beaver Sanitary Service (which is owned by Ambrose Calcagno, Jr.) Vehicles to be used:

vehicle #	601	ser. #	MR	685	S	2985
	# 602	ser. #	MR	685	S	3977
	# 600	ser. #	MB	487	P	2848



TABLE 1  
AC TRUCKING COMPANY  
SCHEDULE OF PROJECTED ANNUAL OPERATING COSTS  
FOR THE YEAR ENDED DECEMBER 31, 1988

Expense Item	Projected Costs	Explanation
Transfer Station Labor	22,681	1.00 fte
Transportation Labor	63,041	2.00 fte's
Supervision	16,600	0.33 fte
Fuel, Oil, Tires	29,875	1500 round trips to Riverbend Landfill
Equip rep & maint	12,611	
Taxes & lic	15,034	includes PUC & pers. prop. taxes
Direct Expenses	159,842	
Occupancy	45,676	includes rent, utilities, prop. taxes
Insurance	19,676	
Admin. Support	51,994	includes accounting, legal, & dp expenses
Overhead	117,346	
OPERATING EXPENSES	277,188	



TABLE 2  
AC TRUCKING COMPANY  
CAPITAL COST RECOVERY SCHEDULE  
AS OF JANUARY 1, 1988

Capital item	Purchase date	Original cost	Service life (years)	Residual value	Required capital recovery	Annual cost recovery	Capital cost Recovery for 1988
Engineering	pre 1985	\$38,214	20	\$0	\$38,214	\$1,911	\$1,911
Testing & permits	pre 1985	7,554	20	0	7,554	383	383
Rock	pre 1985	68,320	20	0	68,320	3,416	3,416
Pre-opening costs	08/85	7,205	20	0	7,205	360	360
Site improvements	10/85	7,436	20	0	7,436	372	372
Engineering	1985	64,867	20	0	64,867	3,243	3,243
Construction	1985	572,258	20	0	572,258	28,613	28,613
Construction & property taxes	1985	47,066	20	0	47,066	2,353	2,353
Building improvements	1985	1,486	20	0	1,486	74	74
Engineering	01/87	28,910	20	0	28,910	1,445	1,445
Building improvements	01/87	941	20	0	941	47	47
Loan fees	03/87	16,603	20	0	16,603	830	830
<b>BUILDING &amp; GROUNDS</b>		<b>\$860,360</b>					<b>\$43,048</b>
Trailers (2)	03/85	\$101,389	5	0	\$101,389	\$20,278	\$20,278
Camera	04/85	354	5	0	354	71	71
Tractor	04/85	75,166	5	15,000	60,166	10,028	10,028
Tractor/backhoe	09/85	41,260	7	1,200	40,060	5,865	5,865
Cable wiring	11/85	2,520	7	0	2,520	360	360
Scale Printer	12/85	300	3	0	300	100	100
Truck (used)	12/85	2,000	5	0	2,000	400	400
Gates	12/85	1,665	7	0	1,665	239	239
Tractor	06/87	63,679	6	15,000	53,679	8,947	8,947
Scale Manager/Printer	09/87	17,490	5	0	17,490	3,498	3,498
Trailer	11/87	45,265	5	0	45,265	9,053	9,053
<b>MACHINERY &amp; EQUIPMENT</b>		<b>\$359,388</b>					<b>\$53,837</b>
<b>TOTAL</b>		<b>\$1,220,049</b>					<b>\$101,885</b>

CALCULATION OF UNRECOVERED INVESTMENT

Total capital investments made to date	\$1,220,049
- Capital investment recovered through rates in previous years	\$84,861
- Capital investment recovered through salvage of depreciated investments in previous years	\$0

UNRECOVERED CAPITAL INVESTMENT \$1,135,187



TABLE 3  
AC TRUCKING COMPANY  
DEBT SERVICE SCHEDULE

Capital Item	Capital Investment	Amount of Loan	Terms of Loan			Date of Loan	Outstanding Principal (1/1/88)
			Annual Payment	Interest Rate	Period (Yrs)		
Backhoe	\$44,260	\$44,260	\$11,416	16.20%	5	10/85	1
Trailers (2)	101,389	101,389	26,755	16.20%	5	4/85	1
Tractor	75,166	75,166	19,835	16.20%	5	5/85	1
Equipment	\$220,815	\$220,815	\$58,006				\$135,514
Equipment: tractor	68,679	68,679	16,412	11.75%	7	6/87	59,324
Equipment: trailer	45,265	45,265	12,276	12.50%	5	11/87	45,265
Building, equipment, working capital	867,799	1,000,000	120,000 *	11.00%	5 *	5/87	995,097
Scale Manager	17,490	17,490	4,743	12.70%	5	1/88	17,490
TOTAL	\$1,220,049	\$1,352,249	\$211,437				\$1,254,190
Interest to be paid in 1988			\$142,066				
Principal to be paid in 1988			\$69,371				



TABLE 4  
AC TRUCKING COMPANY  
CALCULATION OF RATE BASE AND ANNUAL RETURN ON RATE BASE  
FOR 1988

=====				
RATE BASE	=	UNRECOVERED CAPITAL INVESTMENT	+	WORKING CAPITAL
\$1,158,286	=	\$1,135,187	+	\$23,099
-----				
EQUITY CAPITAL	=	RATE BASE	-	DEBT CAPITAL
(\$95,904)		\$1,158,286	-	\$1,254,190
-----				
RETURN ON DEBT CAPITAL	=	DEBT CAPITAL	X	SUGGESTED RATE OF RETURN
\$175,587	=	\$1,254,190	X	14.00%
\$142,066	=	Actual Interest Expense		
-----				
INCOME TAX	=	[AC TRUCKING DOES NOT EXPECT TO INCUR INCOME TAX LIABILITY IN 1988.]		
-----				
ANNUAL RETURN ON RATE BASE	=	INCOME TAX	+	RETURN ON EQUITY CAPITAL + RETURN ON DEBT CAPITAL
\$175,587	=	\$0	+	\$0 + \$175,587
=====				



TABLE 5  
AC TRUCKING COMPANY  
WASTE PROJECTIONS AND DISPOSAL RATE CALCULATIONS  
FOR 1988

=====

Waste Received 1987	25,305 tons
---------------------	-------------

Waste Projected 1988	29,137 tons
----------------------	-------------

Note: See Appendix B for supporting detail on growth projections.

-----

ANNUAL REVENUE REQUIREMENT	=	ANNUAL OPERATING EXPENSES	+	ANNUAL CAPITAL COST RECOVERY	+	ANNUAL RETURN ON RATE BASE
\$554,660	=	\$277,188	+	\$101,885	+	\$175,587

-----

SUGGESTED RATE

-----

Rate per ton----->	\$19.04	=	$\frac{\$554,660}{29,137}$	$\frac{\text{Allocated Revenue Requirement}}{\text{Projected Waste Volume}}$
--------------------	---------	---	----------------------------	--

=====



APPENDIX A  
AC TRUCKING COMPANY  
CAPITAL COST RECOVERY SCHEDULE

Capital item	Purchase date	Orig cost	Service life (years)	Residual value	Required capital recovery	Annual cost recovery	COSTS TO BE RECOVERED THROUGH		
							1986	1987	1988
Engineering	pre 1985	\$38,214	20	\$0	\$38,214	\$1,911		1,911	1,911
Testing & permits	pre 1985	7,654	20	0	7,654	383		383	383
Rock	pre 1985	68,320	20	0	68,320	3,416		3,416	3,416
Pre-opening costs	08/85	7,205	20	0	7,205	360		360	360
Site improvements	10/85	7,436	20	0	7,436	372		372	372
Engineering	1985	64,867	20	0	64,867	3,243		3,243	3,243
Construction	1985	572,258	20	0	572,258	28,613		28,613	28,613
Construction & property taxes	1985	47,066	20	0	47,066	2,353		2,353	2,353
Building improvements	1985	1,486	20	0	1,486	74		74	74
Engineering	01/87	23,910	20	0	23,910	1,445		1,445	1,445
Building improvements	01/87	941	20	0	941	47		47	47
Loan fees	03/87	16,503	20	0	16,503	830		830	830
SUB-TOTAL BUILDING & GROUNDS		\$660,960					\$0	\$43,048	\$43,048
Trailors (2)	03/85	\$101,389	5	\$0	\$101,389	\$20,278		20,278	20,278
Camera	04/85	354	5	0	354	71		71	71
Tractor	04/85	75,166	6	15,000	60,166	10,028		10,028	10,028
Tractor & backhoe	09/85	44,260	7	3,200	41,060	5,865		5,865	5,865
Data wiring	11/85	2,520	7	0	2,520	360		360	360
Scale Printer	12/85	300	3	0	300	100		100	100
Truck (used)	12/85	2,000	5	0	2,000	400		400	400
Gates	12/86	1,665	7	0	1,665	238		238	238
Tractor	06/87	68,679	6	15,000	53,679	8,947		8,947	8,947
Scale Manager/Printer	09/87	17,490	5	0	17,490	3,498		3,498	3,498
Trailer	11/87	45,265	5	0	45,265	9,053		9,053	9,053
SUB-TOTAL MACHINERY & EQUIPMENT		\$359,088			\$325,888		\$0	\$41,813	\$58,837
TOTAL		\$1,220,049					\$0	\$84,861	\$101,885

CALCULATION OF UNRECOVERED INVESTMENT

Total capital investments made to date	1,104,916	1,220,049	1,220,049
- Capital investment recovered through rates in previous years	0	0	84,861
- Capital investment recovered through salvage of depreciated investments in previous years	0	0	0
UNRECOVERED CAPITAL INVESTMENT	1,104,916	1,220,049	1,135,187



RATES OVER THE LIFE OF THE OPERATION

1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000
1,911	1,911	1,911	1,911	1,911	1,911	1,911	1,911	1,911	1,911	1,911	1,911
383	383	383	383	383	383	383	383	383	383	383	383
3,416	3,416	3,416	3,416	3,416	3,416	3,416	3,416	3,416	3,416	3,416	3,416
360	360	360	360	360	360	360	360	360	360	360	360
372	372	372	372	372	372	372	372	372	372	372	372
3,243	3,243	3,243	3,243	3,243	3,243	3,243	3,243	3,243	3,243	3,243	3,243
28,613	28,613	28,613	28,613	28,613	28,613	28,613	28,613	28,613	28,613	28,613	28,613
2,353	2,353	2,353	2,353	2,353	2,353	2,353	2,353	2,353	2,353	2,353	2,353
74	74	74	74	74	74	74	74	74	74	74	74
1,445	1,445	1,445	1,445	1,445	1,445	1,445	1,445	1,445	1,445	1,445	1,445
47	47	47	47	47	47	47	47	47	47	47	47
830	830	830	830	830	830	830	830	830	830	830	830
\$43,048	\$43,048	\$43,048	\$43,048	\$43,048	\$43,048	\$43,048	\$43,048	\$43,048	\$43,048	\$43,048	\$43,048
20,278	20,278	20,278									
71	71	71									
10,028	10,028	10,028	10,028								
5,866	5,866	5,866	5,866	5,866							
350	350	350	350	350							
100											
400	400	400									
238	238	238	238	238							
8,947	8,947	8,947	8,947	4,473							
3,498	3,498	3,498	3,498								
9,053	9,053	9,053	9,053								
\$58,837	\$58,737	\$58,737	\$37,989	\$10,937	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$101,885	\$101,795	\$101,795	\$81,037	\$53,595	\$43,048	\$43,048	\$43,048	\$43,048	\$43,048	\$43,048	\$43,048
1,220,049	1,220,049	1,220,049	1,220,049	1,220,049	1,220,049	1,220,049	1,220,049	1,220,049	1,220,049	1,220,049	1,220,049
186,747	288,632	390,417	492,203	573,240	627,224	670,272	712,320	756,368	799,416	842,464	885,512
0	0	0	0	0	30,000	33,200	33,200	33,200	33,200	33,200	33,200
1,033,302	931,417	829,631	727,846	646,809	562,824	516,576	473,528	430,480	387,432	344,384	301,336



2001	2002	2003	2004	2005	2006	TOTAL
1,911	1,911	1,911	1,911	1,911	1,911	\$38,214
383	383	383	383	383	383	\$7,654
3,416	3,416	3,416	3,416	3,416	3,416	\$68,320
360	360	360	360	360	360	\$7,205
372	372	372	372	372	372	\$7,436
3,243	3,243	3,243	3,243	3,243	3,243	\$64,867
28,613	28,613	28,613	28,613	28,613	28,613	\$572,258
2,353	2,353	2,353	2,353	2,353	2,353	\$47,066
74	74	74	74	74	74	\$1,486
1,445	1,445	1,445	1,445	1,445	1,445	\$28,910
47	47	47	47	47	47	\$941
830	830	830	830	830	830	\$16,603
\$43,048	\$43,048	\$43,048	\$43,048	\$43,048	\$43,048	\$860,360

\$101,389  
 \$354  
 \$60,166  
 \$41,060  
 \$2,520  
 \$300  
 \$2,000  
 \$1,665  
 \$53,579  
 \$17,490  
 \$45,265

\$0	\$0	\$0	\$0	\$0	\$0	\$325,808
\$43,048	\$43,048	\$43,048	\$43,048	\$43,048	\$43,048	\$1,186,849

1,220,049 1,220,049 1,220,049 1,220,049 1,220,049 1,220,049

628,550 971,608 1,014,653 1,057,705 1,100,753 1,143,801

33,200 33,200 33,200 33,200 33,200 33,200

258,288 215,240 172,192 129,144 86,096 43,048



APPENDIX B  
AC TRUCKING COMPANY  
TRANSFER TONNAGE  
1988 PROJECTIONS cf. 1987 ACTUALS

	1988 Projections	1987 Actual	Change	
			Tons	%
Don's	2,720 tons	772 tons	1,948	252.4%
Eager Beaver Sanitary Service	3,916	3,730	186	5.0%
Eager Beaver Drop Box	3,829	3,792	37	1.0%
Forest Grove Disposal Service	5,574	5,465	109	2.0%
Harris Pine Mill	16	16	0	1.1%
Hillsboro Garbage Service	918	1,224	(306)	-25.0%
Lou & Chuck's	4,807	4,759	48	1.0%
Pacific Garbage Service	2,972	2,957	15	0.5%
SWATCO	1,611	1,230	381	31.0%
Valley West	1,935	1,331	604	45.4%
Unidentified	840	30	810	2700.0%
TOTAL TRANSFER TONNAGE	29,138 tons	25,305 tons	3,833	15.1%



**THOMPSON, ADAMS, DeBAST & RAY**

ATTORNEYS AT LAW

HALL STREET STATION

4500 S.W. HALL BLVD.

**BEAVERTON, OREGON 97005-0504**

TELEPHONE: (503) 644-2146

FAX (503) 646-2227

ROBERT E. THOMPSON

RODNEY C. ADAMS

PAUL J. DeBAST

JOHN C. RAY

SHARON A. WILLIAMS

JAMES B. CASTLES  
OF COUNSEL

**RECEIVED**

July 11, 1988

JUL 12 1988

**FILE CODE:  
METRO SOLID WASTE DEPT.**

Metropolitan Service District  
2000 S.W. First Avenue  
Portland, OR 97201-5398

Attention: Roosevelt Carter

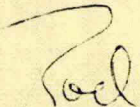
Re: Forest Grove Transfer Station Permit Application

Dear Roosevelt:

Enclosed you will find an amended answer to questions 13, 14 and 15 on the application for the Forest Grove Transfer Station. The original application was not only misleading, but incorrect. Please substitute this page for the original page of the application.

Very truly yours,

THOMPSON, ADAMS, DeBAST & RAY



Rodney C. Adams

RCA/jok/3993A  
Enclosure



13. TYPES OF SOLID WASTE TO BE ACCEPTED, (i.e., food waste or containers, construction/demolition waste, land clearing debris, stumps, sludges, inert rock, etc.)

a. Food Waste 10 % of Total c. \_\_\_\_\_ % of Total  
 b. Container & Waste Paper 89 % of Total d. \_\_\_\_\_ % of Total  
 e. \_\_\_\_\_ % of Total

Percentages Are based on Maximum tonnages of 200 T per day

14. ESTIMATED ANNUAL QUANTITY OF MATERIAL TO BE RECYCLED FROM SOLID WASTE RECEIVED

Glass 1000 lbs/month tons .0001 % of total  
 Newspaper 1500lbs/month tons .00015 % of total  
 Corrugated/Kraft 1500 lbs / month tons .00015 % of total  
 Aluminum 0 tons \_\_\_\_\_ % of total  
 Other Metals 0 tons \_\_\_\_\_ % of total  
 Ledger 500lbs / month tons .00005 % of total  
 Motor Oil 200 Gals gallons .000005 % of total  
 Other \_\_\_\_\_ % of total

15. MARK ITEMS WHICH ARE TO BE EXCLUDED

None	_____	All putrescible wastes	_____
Bulky combustible	_____	(i.e., food or food	_____
material (stump, etc.)	<u>X</u>	contaminated materials)	_____
Waste oil	_____	Dead Animals	<u>X</u>
Junk Automobiles	<u>X</u>	Sewage or Industrial	_____
Demolition wastes	<u>X</u>	Sludges	<u>X</u>
Hazardous materials	<u>X</u>	Large appliances	_____
		Tires	_____

Other items to be excluded: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



*Phil*

THOMPSON, ADAMS, DEBAST & RAY

ATTORNEYS AT LAW

HALL STREET STATION

4500 S.W. HALL BLVD.

BEAVERTON, OREGON 97005-0504

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PAUL J. DEBAST

JOHN C. RAY

SHARON A. WILLIAMS

JAMES B. CASTLES  
OF COUNSEL

RECEIVED

AUG 04 1988

August 1, 1988

FILE CODE,  
METRO SOLID WASTE DEPT.

Mr. Richard Owings  
Metropolitan Service District  
2000 S.W. First Avenue  
Portland, Oregon 97201-5398

Re: Forest Grove Transfer Station Franchise Application

Dear Mr. Owings:

In response to your letter of July 20, 1988, we are providing the following supplemental information (numbers correspond to numbers of your July 20 letter):

6. The T1S1 designation is Township 1 South 1 - exact legal is from the tax bill, a copy of which is enclosed.
7. DEQ permit has been granted - copy enclosed.
11. It is expected that Forest Grove transfer will provide primary transfer station facilities for:
  - A. City of Forest Grove
  - B. Gaston - Banks
  - C. Cornelius
  - D. Hillsboro (public haul and private haulers)
  - E. Washington County public and commercial haulers from Washington County will be accepted, although it is not anticipated that commercial haulers in the Beaverton-Tigard area would use the facility and it is not anticipated that the public in eastern Washington County would heavily use the facility.
- 12/13 The franchise as it exists authorized up to 200 tons per day. We anticipate the possibility of increasing to a maximum of 225 tons per day. If documents reference to 200 tons per day, it is from the existing franchise.
- 16A. In order to control labor costs, it is planned that the facility will be closed on Monday to clean up and keep better control of entire facility.



Mr. Richard Owings  
August 1, 1988  
Page 2

- 16B. In 1974 when the facility was open to public haul there were 75 to 100 vehicles per week using the facilities. Growth since that date is being used as a judgment factor. In addition, the facility presently turns away on the average of four vehicles per day who desire to use public haul.
- (1) Potential Households: With an estimated 100,000 people in the service area and 3.5 persons per household there would be about 28,571 household units.
  - (2) Unknown.
  - (3) Unknown. It is anticipated that those in western Washington County presently using St. Johns or CTRC would probably prefer coming to Forest Grove.
  - (4) Because of cost of the public haul it is not anticipated that commercial haulers serving existing households would lose customers.
21. No effect on Hillsboro. Hillsboro cannot accept public haul or garbage from anyone other than his own company.
- 1. Duplicate numbered receipt system by day will be used.
    - customer receives copy
    - control copy at office
  - 2. Daily recaps of receipts and cash to balance.
  - 3. Receipt will identify:
    - 1. Size of load
    - 2. Total price
  - 3. Details of litter patrol. We currently send an individual out who cleans and bags and picks up the area between centerline and drainage ditches along B Street south to 47 Bypass. We also intend to respond to special requests for clean up in event of isolated instances.



Mr. Richard Owings  
August 1, 1988  
Page 3

4. There will be separate recycling bins for the following:


- Glass
- Tin cans
- Cardboard
- Newspaper
- Motor oil
- Non-ferrous metal

We are not prepared to deal with yard debris as a recyclable and will encourage direct haul to Grimms or other yard recyclable facility.

If further information is needed, please advice. If a meeting or phone conversation will clarify, we will make ourselves available.

Very truly yours,

THOMPSON, ADAMS, DeBAST & RAY



Rodney C. Adams

RCA/sp/4083A

cc: Ambrose Calcagno





## Department of Environmental Quality

811 SW SIXTH AVENUE, PORTLAND, OREGON 97204-1334 PHONE (503) 229-5696

JUL 20 1988

CERTIFIED MAIL P 769 387 175

Mr. Ambrose Calcagno, Jr.  
Forest Grove Disposal (A.C. Trucking)  
P.O. Box 8  
Forest Grove, OR 97116

Re: Forest Grove Transfer Station  
Washington County  
SW Permit No. 368

Dear Mr. Calcagno:

The Department has received and reviewed your application for a modification to your solid waste disposal permit. The request was to allow the public to utilize the facilities.

Based on the submission, the Department has enclosed a draft permit addendum. The addendum also includes conditions which relate to the new waste tire program as follows:

Schedule A No. 8 allows storage of up to 300 tires awaiting transfer to a permitted landfill or a recycling facility.

Schedule B No. 1(d)(e) and (f) adds reporting requirements.

Schedule C No. 7 requires compliance with Department Rules relating to tire storage sites (OAR 340-62).

Based on the number of tires stored and the method of transfer, you will not be required to provide financial assurance. Please review the addendum and submit any comments in writing.

The permit addendum cannot be issued until confirmation has been received from Metro that a Metro franchise (or Metro approval) has been issued.

If you have any questions, please contact the Northwest Region at 229-5263 or the Hazardous and Solid Waste Division at 229-5913.

Sincerely,

Steve Greenwood, Manager  
Solid Waste Section  
Hazardous and Solid Waste Division

RLB:f  
SF3270  
Enclosure  
cc: Northwest Region  
Metro  
Washington County  
City of Forest Grove



# DRAFT

Permit Number: 368  
Expiration Date: 9/30/89  
Page 1 of 2 Pages

## SOLID WASTE DISPOSAL PERMIT

Department of Environmental Quality  
811 Southwest Sixth, Portland, OR 97204  
Issued in accordance with the provisions of  
ORS Chapter 459

---

**ISSUED TO:**

Ambrose Calcagno, Jr.  
1525 B Street, Box 8  
Forest Grove, OR 97116

**OWNER:**

Ambrose Calcagno, Jr.

**OPERATOR:**

Ambrose Calcagno, Jr.

**FACILITY COVERED BY THIS PERMIT:****FACILITY NAME:**

Forest Grove Transfer Station

**FACILITY TYPE AND LOCATION:**

Transfer Station  
Sec. 1, T1S, R4W and  
Sec. 6, T1S, R3W, W.M.

ISSUED IN RESPONSE TO AN APPLICATION RECEIVED: June 17, 1988

ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY

---

Fred Hansen, Director

---

Date

---

### ADDENDUM NO. 2

In accordance with Oregon Administrative Rules 340-14-040, Solid Waste Disposal Permit No. 368 is hereby amended as follows:

1. Schedule A Number 2 is deleted.
2. The following conditions are added to the permit.

#### Schedule A

8. Storage of up to 300 tires awaiting transfer to an authorized tire disposal landfill or recycling facility is permitted.



Permit Number: 368  
Expiration Date: 9/30/89  
Page 2 of 2 Pages

Schedule B

- |   |                  |
|---|------------------|
| 1d. Number of waste tires shipped<br>from the site during the year                        | Yearly           |
| 1e. Name of tire carriers delivering<br>and shipping waste tires to and<br>from the site. | Yearly           |
| 1f. Number of waste tires at the site   | End of each year |

Schedule C

7. The permittee shall comply with Department rules regarding tire storage sites (OAR 340, Division 62).

This Addendum shall be attached to and made part of Solid Waste Disposal Permit No. 368.

This modification shall be effective upon receipt.

RLB:f



Code Area <b>015-19</b>		Account Number <b>425178</b>	
Property Description (Tax Lot Number)			
Map Number		Parcel	Special Interest
Township	Range	Section	1/4 1/16
<b>1S368C 09501</b>			
Acres	Class	Sub-Class	Pull Number
	<b>0</b>	<b>301</b>	
Property Taxes			
Tax	Disc./Int.	Total	
Check	Cash	Change	

Ad Valorem Tax	<b>20817.70</b>
Total Special Assessments	
Total Tax and Assessments	<b>20817.70</b>
Total Amount	<b>20817.70</b>
Discount Allowed	Pay By
FULL 3%	<b>11-15-87</b>
2/3 - 2%	<b>11-15-87</b>
1/3 - None	<b>11-15-87</b>
<b>DELINQUENT TAXES</b>	
Amount Paid This Statement	

**CALCAGNO, AMBROSE JR AND  
VIRGINIA A  
4901 SW FAIRHAVEN DRIVE  
PORTLAND OR 97221**

Code Area <b>015-19</b>		Account Number <b>425178</b>	
Property Description (Tax Lot Number)			
Map Number		Parcel	Special Interest
Township	Range	Section	1/4 1/16
<b>1S368C 09501</b>			
Acres	Class	Sub-Class	Pull Number
	<b>0</b>	<b>301</b>	
Property Taxes			
Taxpayer	Other Than Owner		

Assessed Value	Last Year	This Year
<b>LAND</b>	<b>129900</b>	<b>129900</b>
<b>BUILDING</b>	<b>552200</b>	<b>552200</b>
<b>EXEMPTION</b>		
Net Assessed Value	<b>682100</b>	<b>682100</b>
Tax Rate Each \$1000	<b>23.87</b>	<b>30.52</b>
Property Taxes	<b>16281.74</b>	<b>20817.70</b>
Current Taxes Levied By	Tax Rate	Tax Amount
WASHINGTON CO	<b>2.81</b>	<b>1916.70</b>
PTLD COMM COL	<b>.89</b>	<b>607.07</b>
PORT OF PORT	<b>.38</b>	<b>259.20</b>
METRO SERV DT	<b>.25</b>	<b>170.53</b>
WASH CO ESD	<b>.26</b>	<b>177.35</b>
SCH DIST #15	<b>20.43</b>	<b>13935.30</b>
UNIF SWGE AGY	<b>.36</b>	<b>245.56</b>
CITY-FORST GR	<b>5.14</b>	<b>3505.99</b>

**CALCAGNO, AMBROSE JR AND  
VIRGINIA A  
4901 SW FAIRHAVEN DRIVE  
PORTLAND OR 97221**

**3.33 AC**  
\*\*\*\*\*  
**CALCAGNO, AMBROSE JR / V A**  
**3/87 - 87014681 NID 4/6/87**  
**CO 84-30424 12/7/84**

Property Tax Totals **20817.70**

Delinquent Taxes	Tax Year	Amount
Foreclosure proceedings will be started after July 15 on real property accounts with an unpaid balance for any tax year marked with an asterisk (*)	<b>1986</b>	<b>5696.62</b>

Total Taxes and Assessments		
Discount Allowed *	Pay By	Pay One of These Amounts
FULL 3%	<b>11-15-87</b>	<b>20193.17</b>
2/3 - 2%	<b>11-15-87</b>	<b>13600.90</b>
1/3 - None	<b>11-15-87</b>	<b>6939.24</b>

PLEASE ASSESSMENT AND TAXATION		
MAKE	P O BOX 3587	
PAYMENT	PORTLAND, OREGON 97208	
TO:	(503) 648-8741	
Tax	Disc./Int.	Total
Check	Cash	Change

Total Taxes and Assessments		
Discount Allowed *	Pay By	Pay One of These Amounts
FULL 3%	<b>11-15-87</b>	<b>20193.17</b>
2/3 - 2%	<b>11-15-87</b>	<b>13600.90</b>
1/3 - None	<b>11-15-87</b>	<b>6939.24</b>

**WASHINGTON CO 1987-88**

\* READ PAYMENT INSTRUCTIONS ON REVERSE



STAFF REPORT

Agenda Item \_\_\_\_\_

Meeting Date \_\_\_\_\_

PRESENTED TO THE COUNCIL FOR CONSIDERATION OF RESOLUTION NO. 88-976 TO AMEND METRO SOLID WASTE FRANCHISE NO. 4 TO AUTHORIZE PUBLIC SELF-HAUL TO THE FOREST GROVE TRANSFER STATION; AMEND AND SET RATES FOR COMMERCIAL AND PUBLIC HAULERS; DENY VARIANCE REQUEST TO WAIVE METRO USER FEE; AMEND THE FRANCHISE AGREEMENT TO INCREASE TONNAGE TO 225 TONS PER DAY.

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Date: August 17, 1988

Presented by: Philip North  
Rich Owings

FACTUAL BACKGROUND AND ANALYSIS

Mr. Ambrose Calcagno, dba A. C. Trucking, currently owns and operates the Forest Grove Transfer Station (FGTS) (Metro Solid Waste Franchise No. 4) located at 1525 B Street, Forest Grove, Oregon.

On June 3, 1988 Mr. Calcagno applied to: 1) amend his franchise to allow public self-haulers to utilize his facility for disposal of mixed solid waste; 2) amend the rates charged to the commercial haulers; 3) have rates set for the public self-haulers; 4) receive a variance relieving him of the obligation to pay the Metro User Fee; and 5) amend the franchise to allow an increase in the tonnage limit to 225 tons per day.

Metro Solid Waste Franchise No. 4 was originally issued to Ambrose Calcagno Jr. on March 22, 1984 to operate the Forest Grove Transfer Station (also known as A. C. Trucking). Operation of the facility began in October 1985 and it was used at that time solely to transfer waste from compactor trucks to transfer trailers, the trucks and trailers all of which were owned by Mr. Calcagno. Final destination of waste from the FGTS is the Riverbend Landfill in Yamhill County.

On August 14, 1986 the Metro Council approved variances requested by Mr. Calcagno and also renewed the franchise for the FGTS to a new expiration date of August 14, 1991. The variances approved by the Council authorized the transfer station to accept wastes from collection companies other than from companies owned by Mr. Calcagno and further relieved Mr. Calcagno from payment of the Regional Transfer Charge. Additionally, the FGTS is presently subject to a current transfer rate maximum of \$13.98 per ton.



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### Variances

A variance may be granted under Metro Code Section 5.01.110 (Variances) when it is requested in writing and facts are presented to show why it should be granted. The Council may grant a variance to a section of the Metro Code if it "...finds that the purpose and intent of the particular requirement can be achieved without strict compliance and that strict compliance:

"(1) is inappropriate because of conditions beyond the control of person(s) requesting the variance;  
or

"(2) will be rendered extremely burdensome or highly impractical due to special physical conditions or causes; or

"(3) would result in substantial curtailment or closing down of a business, plant or operation which furthers the objectives of the District."

Conditions may be placed on variances so that the public health, safety and welfare is protected.

Mr. Calcagno has requested in his franchise application that the FGTS be exempted from the Metro User Fee in order to offset a planned increase of \$4.50 per ton in the disposal fees at the Riverbend Landfill. The Metro User Fee pays the costs of solid waste programs not directly related to operation of Metro transfer or disposal systems. This includes management and administration of Metro's solid waste program, the waste reduction program and system planning and development programs. The User Fee is collected on all wastes generated in the region.

In practice Metro has traditionally been reluctant to consider waiver of User Fees because of the system-wide nature of the fee and its designated use. Most recently the issue of User Fees was addressed in the Wastech Oregon Processing and Recycling Center (OPRC) franchise application. The User Fee was not waived, but rather its assessment was deferred until disposal of the residue at the disposal facility following the recycling process. The net result is that the User Fee did not get assessed against the recyclable materials, thereby maximizing the incentive to recycle.

### Amendment to Permit Public Self-Haul to Deliver Mixed Select Waste To the Forest Grove Transfer Station.

Mr. Calcagno's application states his rationale for opening the transfer station to public self-haulers as:



## STAFF REPORT

1. Allowance of public dumping at the western end of Washington County.
2. Reduction of traffic to Metro South and St. Johns Landfill.
3. Will reduce illegal dumping on public and private property.
4. Will provide more exposure of the FGTS recycling system to the public.
5. Will provide an additional option to the public for waste disposal.

The Metro Solid Waste Management Plan recognizes the benefits of transfer stations to the waste management system for improved hauling efficiencies, an improved level of service and that it provides a greater ability to control flows or divert waste to an alternate disposal site.

This rationale was considered at the time that Mr. Calcagno applied for a variance to permit other commercial haulers, apart from his own companies, to utilize the FGTS. The reasons put forward by Mr. Calcagno for public access are consistent with the policy rationale of the Metro Solid Waste Management Plan and analogous to the factors considered to grant access to the FGTS to other commercial haulers, summarized as follows:

1. Metro's establishment of a rate structure can assure fair and reasonable rates.
2. The Metro franchise ordinance provides an opportunity for cooperation between municipalities with respect to regional franchising.
3. Necessary conditions may be added to the franchise agreement to protect the public health, safety and welfare.
4. Additional waste may be diverted from the St. Johns Landfill to Riverbend Landfill, thereby enhancing the longevity of the St. Johns Landfill pending the Oregon Waste System's Arlington site coming on line.

### Amendment to Increase Daily Tonnage Limit to 225 Tons

The Applicant's desire to increase his daily tonnage from 200 to 225 tons is significant in the context of Metro's obligation to Oregon



## STAFF REPORT

Waste Systems requiring 90 percent of the Metro region's landfilled waste to be directed to Arlington. The tonnage proposed is based upon six days a week or approximately 70,000 tons per year. There does not appear to be any substantive reason for disapproving this request so long as it is appropriately conditioned relative to the Oregon Waste Systems' obligation. However, given regional disposal needs and capacity limitations at the Riverbend Landfill, it is recommended that there be a cap of 60,000 tons per year in addition to the 90 percent limitation on the region's waste referred to above.

### Rates and Recommendations of the Rate Review Committee

The Rate Review Committee has met on July 28, 1988 and August 9, 1988 to discuss and consider the A. C. Trucking franchise application. The recommendations made by the Committee at the August 9 meeting were premised upon the passage of the rates by the Council as set out in the Rate Study for Fiscal Year 1988-89. The Council subsequently acted on August 11, 1988 to approve the anticipated rates with exceptions that do not impact the A. C. Trucking application.

The Committee's recommendations are based upon the application, the Fiscal Year 1988-89 Rate Study and supplementary spreadsheet data and oral information provided by Mr. Calcagno, his attorney Mr. Adams, and Mr. Calcagno's financial adviser Charles Marshall. All of these parties attended the Rate Review Committee meeting on August 9, 1988. The Committee also had available staff input relative to the Forest Grove City Council meeting of August 8, 1988 regarding the Forest Grove Transfer Station.

Considerations of the Committee were in two areas: 1) revision of rates for commercial haulers from the current maximum authorized of \$13.98 to a new maximum of \$19.04 (amended to \$19.14 per letter of Charles Marshall August 16, 1988) represented by the applicant; and 2) establishment of a minimum rate of \$9.75 for public self-haulers for up to 2½-yard loads with an incremental rate of \$2.00 per yard for each additional cubic yard. No charge would be made for recyclables; uncovered loads would be charged double rates and operation would be on a cash basis only.

The commercial rate maximum proposed by the applicant of \$19.14 would be in the context of a proposed increase in the Yamhill County (Riverbend) landfill charge to \$15.30 per ton (as represented by the applicant). Total transfer and disposal charges would be \$34.44 in the absence of the Metro User Fee, for which the applicant has requested a variance. The User Fee issue is discussed elsewhere in this report and its waiver has not been recommended. Therefore, if the User Fee is not waived, the applicant's total rate structure would be a maximum of \$38.69 (\$34.44 plus \$4.25 User Fee). This is contrasted with the rates of \$42.25 and \$45.75 at St. Johns and Metro South (formerly CTRC), respectively.



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Based upon the financial data provided by the applicant in the application and as supplemented, the Rate Review Committee has recommended that the proposed amendment of the commercial rates from a maximum of \$13.98 per ton to \$19.14 per ton be approved. The Committee finds this amendment consistent with the present policy of diversion of waste from St. Johns and the Committee notes that commercial haulers are not compelled to utilize the Forest Grove Transfer Station. Market factors should therefore be influential in determining the level of utilization of the Forest Grove Transfer Station by commercial haulers.

The rate issue as to public self-haulers was considered by the Committee in the context of seeking to assure reasonable and competitive rates that will allow a reasonable return to the applicant while not creating a disincentive for public utilization of the transfer station. The other consideration is a desire not to require rates to be so low as to stimulate excessive utilization of the facility by public self-haulers such as to create traffic and litter problems within the vicinity of FGTS beyond a reasonably anticipated level.

The Committee noted that the public self-haul rates proposed (and subsequently approved) for St. Johns and Metro South are \$14.00 and \$15.50, respectively. Also, it was noted that the applicant's request of \$9.75 as a flat rate for a 2½ yard load was premised upon the rates in existence at the time of preparation and submittal of the franchise application.

Given the uncertainties of public self-haul waste flows, the Committee believed that imposition of a specific rate would be sufficiently inflexible as to create either a barrier to public utilization of the facility if the rate were on the high side or, conversely, inundate the facility with self-haulers if the rate were too low.

The Committee, in looking at the comparative St. Johns and Metro South rates for self-haulers, concluded that the likely impact (if any) of self-haulers to FGTS would be on Metro South rather than St. Johns. It was therefore concluded that for rate purposes the Metro South rates were more appropriate for comparison. Further, the Committee is aware of consideration of recommendations that an enhancement fee be considered for the City of Forest Grove with an offset of the real estate taxes paid to the city.

Based on the foregoing, the Committee recommendations for the public self-hauler rates at the FGTS are that they be set at a rate not to exceed \$15.00 per ton for a 3-yard load (with an incremental rate of \$2.00 per yard) and that the applicant be permitted to charge a rate below \$15.00 per load to allow flexibility in attracting self-haulers to the facility in the context of not overburdening the traffic capacity of the street approaches to the facility or creating litter problems that become unmanageable.



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### Operations/Other Considerations

Aspects of Mr. Calcagno's application have operational and community impacts:

1. Additional traffic flow of commercial haulers (if rate induced) and new flow if public self-haulers to be permitted to use the facility.
2. Potential of litter and blowing debris on and along the roadways approaching the facility.
3. Vector problems associated with greater waste flow.
4. Consideration of need for Metro run gatehouse.
5. Consideration of community enhancement fees.

### Traffic - Litter - Vector control

The applicant, his attorney and Metro staff attended the Forest Grove City Council meeting of August 8, 1988. At that time the City Council questioned the applicant's attorney extensively on the operational impact of the application to Metro, particularly with respect to potential traffic and litter problems that would be associated with permitting public self-haulers to use the facility. It was acknowledged by the applicant's attorney and confirmed by Metro staff that the estimate of 150 self-haulers per week is not a projection based upon reliable statistical parameters, but is a "best estimate" based upon a brief period of time several years ago when the facility had been open to self-haulers. The consensus was that an experience record will be the best means of measurement. The traffic flow issue is also a function of the litter issue. The applicant's attorney emphasized the desire to be a good neighbor to the community and of the applicant's willingness to meet on a periodic basis with city officials to discuss operational problems associated with the issues of traffic and litter. Vector control was not discussed as a significant issue in and of itself, but implicitly bears a relationship to the litter issue.

It is recommended that litter patrols of the facility and of the arterials approaching the facility be required on a regular basis to ensure that blowing paper and other material not accumulate. Imposition of a violation fee as per Metro South and OPRC of \$500 is also recommended. It is also recommended that a schedule be created for periodic meetings with the City of Forest Grove, Metro representatives and representatives of A.C. Trucking to address the issues of community interest. (See also attached to this report Exhibit #1, letter from the City of Forest Grove dated August 16, 1988).



## STAFF REPORT

### Gatehouse

The present configuration of the FGTS provides for a semi-automated gatehouse for the commercial haulers (see Exhibit 5A of Application). Haulers pull into the scale then enter the scale house and insert a 'bankcard' style card into the terminal linked to the scale and the central computer located in the office. All pertinent vehicle, hauler and weight data are recorded. A manual override system allows the hauler to activate the computer link if the card system is down. Mr. Calcagno plans no modification of the scale configuration. It has been estimated that even with increased flows of commercial haulers that the commercial vehicles would increase from 12 trucks daily to about 21 trucks per day.

The public self-haulers will be accommodated by a dropbox and recycling area located near the front entrance of the facility with traffic flowing in a counterclockwise pattern (see Exhibit 5A of the application). A gatehouse ("Pay Station") will be located adjacent to this area. The applicant estimates public self-haul vehicles will account for approximately 150 vehicles per week.

The Applicant proposes that "...all funds be duly and properly accounted for, including both commercial and private haulers. Such accounting shall include cash register controls and duplicate receipts for recheck by the Metropolitan Service District." The applicant's proposal does not contemplate a Metro-run gatehouse for either the commercial or public haulers.

Logistics, cost and controls are relevant to the considerations of a Metro-run gatehouse. Logistically the distance between the location of the commercial scale and the public drop-off point would dictate that it would be impractical or impossible for one individual to run and/or monitor both locations. Also landscaping of the facility precludes line-of-site monitoring of both areas.

Addressing the commercial site first, it appears that given the modest numerical increase in potential commercial vehicles, that the existing "card" system is adequate to the task. While there can be expected to be peak periods, at 21 vehicles a day, the average number of commercial vehicles will still be less than one per operational hour.

As to the issue of a Metro-run gatehouse for the public self-haulers, the volume of self-haulers, even at elevated levels from the 150 per week estimate, the economics do not appear to justify the costs associated with having Metro personnel run the gatehouse. Appropriate records control is arguably a more cost-effective means by which to monitor the flow of funds.



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### Community Enhancement Fees

Conceptually, community enhancement fees from a policy view have been a point of debate in the past; however, recent history, e.g., North Portland and Oregon City, has indicated a move toward legitimization of this type of fee. A significant element of this debate is centered on loss of tax base associated with a public facility in the community. This was true both in the St. Johns Landfill/North Portland and the Metro South/Oregon City matters. The enhancement fees for these cases in \$.50 per ton.

The FGTS being a privately owned and operated facility presents a case of first consideration in the context of enhancement fees. It is a for-profit entity paying all of the taxes and other assessments associated with a community business enterprise.

It can be appropriately argued that a private transfer station which pays taxes as any other business should not be subject to enhancement fees. It is nonetheless true that the perception exists in communities that garbage transfer stations do not project a positive image for the community in which they are located. Further, the problem of litter, though manageable, is a real and tangible community concern. Whether private or public facilities, these community "image" issues will persist for the foreseeable future.

Therefore, consistent with recent Metro experience, it is recommended that a community enhancement fee be provided to the City of Forest Grove, with the calculation of the fee being based on a \$.50 per ton of waste to the facility, but that subtracted from this enhancement fee should be an amount equal to the amount of real estate tax paid to the City of Forest Grove. The most recent tax statement as supplied by the applicant's attorney indicates that of total real estate taxes of \$20,817.70 and that \$3,505.99 of that sum was the City of Forest Grove portion.

### Other Considerations

Privatization and its ramifications will require monitoring to ensure that the best interests of the Metro region are being met fairly and effectively. In the context of the FGTS, monitoring of the public self-haul volumes, effectiveness of controls for a non-Metro run gatehouse, the operational issues of litter etc., and the enhancement fees need periodic "revisiting" to assure that the region's needs are being appropriately met. A periodic monitoring mechanism, including community involvement is recommended as a part of this process.



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### Summary of Recommendations for Franchise #4 - Forest Grove Transfer Station

1. The Forest Grove Transfer Station shall be authorized to accept mixed loads of solid waste from members of the public.
2. Commercial rates for transfer charges shall be subject to a maximum rate of \$19.14 per ton.
3. Rates for public self-haulers shall be subject to a maximum rate of \$15.00 per three yard load with an incremental rate of \$2.00 per yard. (\$15.00 amount does not include any enhancement fee increment).
4. No waiver of User Fee.
5. Gatehouse of the facility shall not be operated by Metro, subject to:
  - a. establishment of accounting procedures satisfactory by Metro;
  - b. periodic reconsideration of need for Metro run gatehouse.
6. Enhancement fee of \$.50 per ton (less a set off for real estate taxes paid to the City of Forest Grove) to be paid to the City of Forest Grove per an agreement to be established between Metro and the City of Forest Grove.
7. The daily tonnage limit for the facility shall be increased to 225 tons per day, but not to exceed 60,000 tons per year and subject to conditions of the Metro contract with Oregon Waste Systems to deliver 90 percent of the region's waste destined for a general purpose landfill.
8. Operational monitoring of the facility with input from the City of Forest Grove on a periodic basis.
9. Litter
  - a. patrol facility daily
  - b. patrol Highway 47 bypass weekly
  - c. patrol access roads other than Highway 47 bypass weekly on Monday or day following heaviest flow of public self-haulers



## STAFF REPORT

- d. respond to citizen's complaints on an "on call" basis within 12 hours, or sooner as circumstances may require
- e. log all citizen complaints by name, date, time and nature of complaint
- f. Franchisee to apply to State for approval for signage to direct traffic to facility using Highway 47.
- g. establish a \$500 fine for violation of litter patrol requirements.

Note: For reference Exhibit #2 Forest Grove Transfer Station Franchise #4 renewed August 14, 1986.

### EXECUTIVE OFFICER RECOMMENDATION

The executive recommends



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AUG 17 1988

**forest  
grove**FILE CODE:  
METRO SOLID WASTE DEPT.

August 16, 1988

Solid Waste Committee  
Metropolitan Service District  
2000 S. W. First Avenue  
Portland, OR 97201-5398

Ladies &amp; Gentlemen:

The Forest Grove City Council considered the application for amendment to the franchise for the Forest Grove Transfer Station at their August 8 meeting. The Council voted to support the amendment application with the following comments and recommendations.

1. Increased Traffic: Commercial truck traffic could increase by ten additional trucks per day. The owner anticipates that the trucks will continue to use the Highway 47 Bypass, thus avoiding use of City streets and the downtown area. The public self-haul is anticipated to generate 150 trips per week, which is of more concern to the City. The City recommends that the owner be required to seek approval from the State for proper signage, directing traffic to the Transfer Station using Highway 47. The City is willing to assist the owner and desires to be involved in placement of these signs. The signs would be at the owner's expense. The application also mentions public information materials. The City recommends such materials be required to include the agreed upon routes to the Transfer Station.
2. Litter: The City is concerned about potential litter problems created by the public self-haul. We support the proposal to charge double for uncovered loads. The City also recommends the owner be required to continue the weekly litter pick-up around the facility and along the Highway 47 Bypass. Assuming the majority of the public hauling will take place during the weekend, the litter pick-up would be most effective if it occurred the day following the heaviest use. The owner has expressed his willingness to respond to any complaint received by the City regarding litter created by the public self-haul. The City recommends he be required to do so in the franchise.
3. Rates for Public Self-Haul: Rates established for self-haul should not encourage self-haul at the expense of regular collection service under the City's franchise.



4. Monitoring Mechanism: It is difficult to determine the effect the expansion of the Transfer Station will have on the community, particularly the public self-haul. As a means to avoid problems and/or resolve any adverse impact, the City recommends a review process be placed in the franchise to occur after one year of operation. A committee of Metro, City and Transfer Station representatives should be established for this purpose and report to the City and the Solid Waste Committee.
5. Enhancement Fee: The City recommends that Metro establish a per ton fee at the Transfer Station to generate revenue to enhance the community. As the facility is privately owned and pays property taxes, the fee should not include any offset for the loss of property taxes as has been done with the St. John's Landfill and the CTRC. The City's intent would be to dedicate these funds for community projects that would be reviewed and funded through an established process and timeline. Since the amount of revenue that would be generated is speculative at this time, the City would further define plans when more information was available.

It is our understanding that the Solid Waste Committee will be considering the franchise amendment on August 30. We hope these comments and recommendations will assist the Committee. Representatives of the City will plan to attend this meeting.

Sincerely,



Connie L. Fessler  
City Manager

cc: City Council  
Ambrose Calcagno



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Exhibit 6

**forest  
grove**

FILE CODE  
METRO SOLID WASTE DEPT.

September 8, 1988

Philip E. North, Analyst  
METRO  
2000 S.W. First Avenue  
Portland, OR 97201-5398

Dear Phil:

As you requested, the City of Forest Grove has met with A.C. Trucking to designate litter patrol areas, and establish litter patrol guidelines. Attached is a map with the designated litter patrol area. The area includes "B" Street from the relocated Tualatin Valley Highway to Pacific Avenue. The transfer facility will be patrolled daily.

In reviewing Metro's recommendations and the concerns of the Forest Grove City Council, the following litter control guidelines were agreed upon by the City and A.C. Trucking.

1. A.C. Trucking should be allowed to charge double for self-haulers with uncovered loads.
2. Franchisee should apply to State for approval for signage to direct traffic to facility using Highway 47.
3. Franchisee will respond to citizen's complaints on an "on-call" basis within 12 hours, or sooner as circumstances may require.
4. Franchisee will log all citizen complaints by name, date, time and nature of complaint. These complaints will be made available to the City upon request.
5. A committee with a representative Metro, the City of Forest Grove and A.C. Trucking should be established to monitor any adverse impacts resulting from operation of the facility.

These guidelines were included in your staff report and addressed the concerns of the Forest Grove City Council. Language for these guidelines should be included within the franchise agreement.

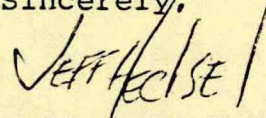
Because the impact of self-haul is unknown, requiring A.C. Trucking to patrol access roads seems premature. If problems arise, the City would like to be able to resolve the problems



through the committee. If litter on access roads becomes a problem, the committee should be able to expand the litter patrol area.

If you have any questions regarding the map or guidelines, please call me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jeff Hecksel", with a long horizontal stroke extending to the right.

Jeff Hecksel  
Administrative Assistant

cc: Connie L. Fessler  
Ambrose Calcagno, A.C. Trucking



of members of the Council Convention Center Committee to review the matter. He introduced Councilor Knowles, Task Force Chair, to present the group's report and recommendation.

Councilor Knowles explained Resolution No. 88-975 would adopt the Commission's Personnel Rules as amended. The amendments allow for Metro's Personnel Officer and functions to be used instead of the Commission creating its own Personnel Officer position and performing its own personnel functions. The Councilor also noted staff had recommended other, minor changes to the Rules to be consistent with the Task Force's recommendation. He thanked Commission representatives for their cooperation and assistance and explained that once the resolution was adopted, the rules would immediately go into effect.

Vote: A vote on the motion resulted in all eleven Councilors present voting aye. Councilor Cooper was absent.

The motion carried unanimously.

7.3 Consideration of Resolution No. 88-971, for the Purpose of Approving a Request for Bids for Waste Transport Services (to the Gilliam County Landfill)

As reported under agenda item No. 4, the Council adopted a motion to defer consideration of this item until October 13 in order to provide Councilor Kirkpatrick an opportunity to prepare and file a minority report.

7.4 Consideration of Resolution No. 88-976, for the Purpose of Granting/Amending a Franchise for Operation of the Forest Grove Transfer Station

Solid Waste Committee Chair Councilor Hansen presented the Committee's report and recommendation. He said the City of Forest Grove had reviewed the franchise request and supported the franchise after resolving of litter pickup and abatement issues. The Committee had unanimously recommended the Council adopt the resolution which would grant a franchise to the Forest Grove Transfer Station.

Councilor Kirkpatrick asked if the agreement language would allow the Council to cancel the franchise in three years. General Counsel Dan Cooper said the language would not allow that action unless the franchisee were in violation of franchise terms. The agreement was for five years, he explained.

Councilor Knowles asked how the Forest Grove Transfer Station related to Metro's region-wide transfer station system. Councilor Hansen



reported the franchise would not preclude Metro from building its own transfer station in Washington County. Per Metro's contract with Oregon Waste Management to operate the Gilliam County Landfill, 90 percent of the region's waste had to be delivered to Oregon Waste Management. That would leave 10 percent that could be delivered to Riverbend or McMinnville landfills, he said, and the Forest Grove Transfer Station was very conveniently located to deliver waste to McMinnville.

Councilor Knowles questioned whether the proposed franchise agreement would guarantee Forest Grove Transfer Station a portion of the solid waste flow. Ambrose Calcagno of FGTS explained the agreement contained no guarantees and his business would continue to compete with others in the industry. Mr. Cooper, Metro's Counsel, added that the agreement was a non-exclusive franchise, that Metro could site another transfer station in the area or could grant another franchise to a private transfer station operation.

Councilor Waker said he had supported the original franchise agreement on the basis it was a non-exclusive franchise. He supported a continued, non-exclusive agreement.

Vote: A vote on the motion to adopt Resolution No. 88-976 resulted in all ten Councilors present voting aye. Councilors Knowles and Cooper were absent.

The motion carried and the resolution was unanimously adopted.

7.5 Consideration of Resolution No. 88-980, for the Purpose of Supporting State Legislation for a 13-Member Council and an Appointed Executive Officer

Councilor Gardner, Chair of the Intergovernmental Relations Committee, reported the Committee had reviewed the resolution and supported its adoption. He summarized the Committee's written report which was included in the agenda materials. He explained that the current "separation of powers" governance structure was inefficient and had resulted in a divided agency without common policy goals. The executive and legislative government branches were currently adversarial, he said, and Resolution No. 88-980 was an attempt to remedy that problem.

Councilor Waker pointed out the resolution also provided for the Council to reapportion Metro districts. He also explained the provisions concerning an appointed Executive Officer were not a reflection on the current Executive. He recalled earlier difficulties with former Executive Officer Rick Gustafson and thought the present structure was inefficient and not appropriate for a small, local government agency.