

REVISED, 7/24/13

Meeting: Metro Council
Date: Thursday, July 25, 2013
Time: 2 p.m.
Place: Metro, Council Chamber

CALL TO ORDER AND ROLL CALL

- 1. INTRODUCTIONS**
- 2. CITIZEN COMMUNICATION**
- 3. CONSIDERATION OF THE COUNCIL MINUTES FOR JULY 11, 2013**
- 4. ORDINANCES – FIRST READ**
 - 4.1 Ordinance No. 13-1306**, For the Purpose of Amending Metro Code Chapter 5.01 Regarding Solid Waste Transfer Stations.
 - 4.2 Ordinance No. 13-1307**, For Purpose of Approving a Transfer Station Franchise Extension and Authorizing the Chief Operating Officer to Issue a Modified Franchise For Willamette Resources, Inc.
 - 4.3 Ordinance No. 13-1308**, For Purpose of Approving a Transfer Station Franchise Extension and Authorizing the Chief Operating Officer to Issue a Modified Franchise For Pride Recycling Company.
 - 4.4 Ordinance No. 13-1309**, For Purpose of Approving a Transfer Station Franchise Extension and Authorizing the Chief Operating Officer to Issue a Modified Franchise For Troutdale Transfer Station.
 - 4.5 Ordinance No. 13-1310**, For Purpose of Approving a Transfer Station Franchise Extension and Authorizing the Chief Operating Officer to Issue a Modified Franchise For Forest Grove Transfer Station.
 - 4.6 Ordinance No. 13-1311**, For the Purpose of Amending Metro Code Chapter 5.09 Regarding Illegal Disposal of Solid Waste.
 - 4.7 Ordinance No. 13-1312**, For the Purpose of Annexing to the Metro District Boundary Approximately 9.85 Acres Located at 17030 NW Brugger Road in the North Bethany Area of Washington County.

Continued on back...

5. RESOLUTIONS

5.1 **Resolution No. 13-4444**, For the Purpose of Approving an Inventory of Unclaimed Burial Spaces to be Reclaimed by Metro Under Senate Bill 1537. **Paul Slyman, Metro**
Kimberly Palmero, Metro

5.2 **Resolution No. 13-4445**, For the Purpose of Approving the Sale of Certain Real Property to Union Pacific Railroad Company.

6. CHIEF OPERATING OFFICER COMMUNICATION

7. COUNCILOR COMMUNICATION

ADJOURN

Television schedule for July 25, 2013 Metro Council meeting

Clackamas, Multnomah and Washington counties, and Vancouver, WA Channel 30 – Community Access Network <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 <i>Date:</i> Thursday, July 25	Portland Channel 30 – Portland Community Media <i>Web site:</i> www.pcmtv.org <i>Ph:</i> 503-288-1515 <i>Date:</i> Sunday, July 28, 7:30 p.m. <i>Date:</i> Monday, July 29, 9 a.m.
Gresham Channel 30 - MCTV <i>Web site:</i> www.metroeast.org <i>Ph:</i> 503-491-7636 <i>Date:</i> Monday, July 29, 2 p.m.	Washington County Channel 30– TVC TV <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 <i>Date:</i> Saturday, June 27, 11 p.m. <i>Date:</i> Sunday, June 28, 11 p.m. <i>Date:</i> Tuesday, July 30, 6 a.m. <i>Date:</i> Wednesday, July 31, 4 p.m.
Oregon City, Gladstone Channel 28 – Willamette Falls Television <i>Web site:</i> http://www.wftvmedia.org/ <i>Ph:</i> 503-650-0275 Call or visit web site for program times.	West Linn Channel 30 – Willamette Falls Television <i>Web site:</i> http://www.wftvmedia.org/ <i>Ph:</i> 503-650-0275 Call or visit web site for program times.

PLEASE NOTE: Show times are tentative and in some cases the entire meeting may not be shown due to length. Call or check your community access station web site to confirm program times.

Agenda items may not be considered in the exact order. For questions about the agenda, call the Metro Council Office at 503-797-1540. Public hearings are held on all ordinances second read. Documents for the record must be submitted to the Regional Engagement and Legislative Coordinator to be included in the meeting record. Documents can be submitted by e-mail, fax or mail or in person to the Regional Engagement and Legislative Coordinator. For additional information about testifying before the Metro Council please go to the Metro web site www.oregonmetro.gov and click on public comment opportunities.

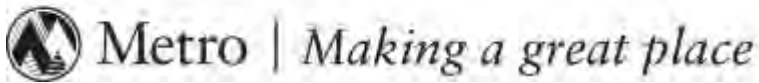
Metro's nondiscrimination notice

Metro respects civil rights. Metro fully complies with Title VI of the Civil Rights Act of 1964 that bans discrimination on the basis of race, color or national origin. For more information on Metro's civil rights program, or to obtain a Title VI complaint form, visit www.oregonmetro.gov/civilrights or call 503-797-1536. Metro provides services or accommodations upon request to persons with disabilities and people who need an interpreter at public meetings. All Metro meetings are wheelchair accessible. If you need a sign language interpreter, communication aid or language assistance, call 503-797-1536 or TDD/TTY 503-797-1804 (8 a.m. to 5 p.m. weekdays) 7 business days in advance of the meeting to accommodate your request. For up-to-date public transportation information, visit TriMet's website at www.trimet.org.

Agenda Item No. 3.0

Consideration of the Council Minutes for July 11, 2013

Metro Council Meeting
Thursday, July 25, 2013
Metro, Council Chamber



METRO COUNCIL MEETING
Meeting Summary
July 11, 2013
City of Gresham, Council Chamber

Councilors Present: Deputy Council President Shirley Craddick and Councilors Sam Chase, Kathryn Harrington, Bob Stacey, Carlotta Collette and Craig Dirksen

Councilors Excused: Council President Tom Hughes

Deputy Council President Shirley Craddick called the regular council meeting to order at 5 p.m.

1. INTRODUCTIONS

Deputy Council President Craddick welcomed Mr. Scott Robinson, Deputy Chief Operating Officer, and Mr. Nathan Sykes, legal counsel.

2. CITIZEN COMMUNICATIONS

Jim Miller, 355 E. Kenmore St., Gladstone: Mr. Miller addressed the Council on what it means to be a resident in the City of Gladstone. He stated while the majority of the city is residential, it does include some economic development through car lots and small local businesses. He discussed the challenges the small community is experiencing as it discusses how to retain its community values while embracing a vision for the city's future. He stated that the community is fractured in many ways, and that the community lacks core leadership to bring the people together around a common future vision.

Marti Peterson, 2013 Gladstone Cultural Festival: Ms. Peterson echoed Mr. Miller's comments and stated that as the festival's 2013 event director she has gone door to door to ask residents how the festival could benefit the entire city and surrounding communities. She stated that the Chautauqua Festival, a festival over 100 years old, was both educational and entertaining. Unfortunately, the Chautauqua Festival died due to lack of leadership. The local Rotary Chapter is trying to rekindle the celebration and has included it as part of the 2013 Gladstone Festival. She requested \$3,500 from Metro to help cover event costs. Mr. Peterson stated that it is important for local businesses to understand the economic impact the event will have on the community. (Written material included as part of the meeting record.)

Councilor Carlotta Collette stated that she did not believe that Metro had sufficient resources to cover the \$3,500 request, but would check. She offered to speak with Mr. Miller and Ms. Peterson in Gladstone to discuss funding resources and possible sponsors.

3. BLUE LAKE AND OXBOW REGIONAL PARKS' 50TH ANNIVERSARY

Mr. Paul Slyman, Mr. Dan Kromer, and Mr. Justin Patterson of Metro provided a presentation on Metro's Blue Lake and Oxbow parks. The regional parks celebrate 50 years this July 2013. Their presentation included:

- A brief history of the two parks dating back to pre-settlement days;
- A status update on various park projects including Blue Lake's disc golf course, and Oxbow's new online camping registration program;
- Highlighted activities scheduled at both locations to celebrate the anniversary such as geocaching, and Next Adventure's disc golf tournament; and
- An overviewed different promotional materials – such as news postings, articles in the GreenScene and a coupon in the agency's cross marketing calendar – to notice the events and encourage attendance at the parks.

Approximately 614,000 people visited the two regional parks in 2012.

Staff welcomed Mr. Jeff Hagerty of Stumptown Disc Golf to share a few words about Blue Lake's world-class, gold-level disc golf course and the importance of public/private partnerships. Mr. Hagerty stated that the project was an extremely positive experience due the project's organization, funding, and staff and Council support. He stated that the Portland area has been selected to host the Pro Disc Golf World Championship in 2014. Staff also acknowledged and thanked the course partners including Keen and Next Adventure.

Council discussion

Councilors thanked Mr. Hagerty for his comments and volunteer work, and were glad to hear the project was a positive experience. Councilors asked clarifying questions about what it means to serve as host for the world disc golf games. Mr. Hagerty stated that approximately 6 regional parks across the region, including Blue Lake, have been identified as potential locations to host the 2014 tournament. The event is anticipated to bring more than 300 competitors and their families from around the world to the Portland metro area.

4. GRESHAM CHAMBER OF COMMERCE REGIONAL TRAVEL OPTIONS GRANT: EAST COUNTY BICYCLE INFRASTRUCTURE AND ECONOMIC DEVELOPMENT PROJECT

Ms. Alison Hart of the Gresham Chamber of Commerce and Ms. Katherine Kelly of the City of Gresham provided a presentation on the *East County Bicycle Tourism Initiative*. Approximately 18 months ago, the East County Tourism Advisory Committee participated in an exercise to identify the strengths, weaknesses, opportunities and challenges facing the east Multnomah County area. The exercised highlighted that the community is often only pass through for travelers, and that there was a need for the area to become an established destination. Given the region's amazing natural assets, existing infrastructure, and desire to boost its local economy, the Chamber began to research the economic impact of bicycle-related travel in the area. According to a Dean Runyan Associates study in 2012, approximately \$46 million is spent on bike-related trips in the Mt. Hood/Gorge region – which includes east Multnomah County.

Seeing a significant opportunity for economic growth, the Chamber led a coordinated regional effort with the Cities of Gresham and Troutdale, and applied for a 2013-2015 Regional Travel Options grant. The Chamber was awarded \$95,000. The Initiative is focused on increasing the number of

overnight guests in east Multnomah County. The presentation included information on the grant, the Chamber and City of Gresham's partnership, and the Initiative's work program moving forward including the upcoming mini policymakers ride and bicycle tourism studio. (Presentation included as part of the meeting record.)

Council discussion

Councilors thanked Ms. Hart and Ms. Kelly for the presentation, their leadership on the Initiative, and Ms. Kelly's service on the Regional Active Transportation Plan's stakeholder advisory committee.

Councilors were excited to see east Multnomah County come together to brand and market itself in the tourism industry. Councilors enjoyed the Initiative's focus on the economic benefits bicycling can provide, versus more frequently emphasized benefits such as health and reductions to greenhouse gas emissions. Councilors highlighted the economic benefits bicycling, and active transportation in general, can provide a local community. Ms. Hart stated that any enhancements or investments made in the area for bicycle tourism would only help to increase the community's livability. Additional discussion included bike friendly business programs and certifications.

5. TROUTDALE ECONOMIC DEVELOPMENTS

Mayor Doug Daoust of the City of Troutdale provided a status update on activities in Troutdale. Highlights included:

- **Urban Renewal:** The city is actively engaged in a partnership with Eastwind Development, LCC to implement a vision for a multi-use commercial center located in the city's urban renewal district which includes approximately 23 acres adjacent to the Troutdale Outlet Mall. Mayor Daoust thanked Metro and the state for their support in the transfer of right-of-way and grants to clean up and restore the area.
- **City and public improvements:** Volunteers and public works staff helped to rebuild the Imagination Station at Columbia Park originally installed in 1994. Mayor Daoust recognized Metro for its grant to help cover the cost of the rebuild. Additional highlights included the College Nature Park at Beaver Creek which received financial support from Metro bond funds, and the city's recreation classes, camps and programs that supported over 2,700 people in 2012.
- **City Hall:** The city has relocated to an interim location. While the interim site is under renovations to upgrade the Chambers and data and telephone services, city officials are exploring other options for a future city hall site.
- **Public safety:** The new Troutdale Community Police Center opened in September 2012 under budget and on schedule. Additional highlights included the Reynolds School District and the police department partnership, and Sandy River Safety program led by AMR.
- **Tourism and development:** The city held a tourism town hall meeting and workshops to build momentum around tourism in the region. A new self-motivated tourism committee is now underway. Additional highlights included development projects such as the McMenamins Edgefield redevelopment of 73-acres north of Halsey, and Troutdale Reynolds Industrial Park's 700-acre brownfield-site redevelopment.

Mayor Daoust stated that Troutdale has made major strides since he took office in January 2013, but is poised to do more. He emphasized that the city council and staff are working as a team to move the city forward, and expressed his interest in keeping a closer partnership with Metro.

Council discussion

Councilors thanked Mayor Daoust for his comments and update on the City of Troutdale. Council asked clarifying questions about the city's recreation program. The city is actively working to make the program self sustaining. Councilor Dirksen welcomed more information offline on the city's progress and any insights or lessons learned the city could share. Additional discussion included the city's population and large percentage of volunteers.

6. CONSIDERATION OF THE COUNCIL MINUTES FOR JUNE 27, 2013

Motion:	Councilor Dirksen moved to approve the minutes for June 27, 2013.
Second:	Councilor Bob Stacey seconded the motion.

Vote:	Deputy Council President Craddick, and Councilors Collette, Harrington, Chase, Dirksen, and Stacey voted in support of the motion. The vote was 6 ayes, the motion <u>passed</u> .
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7. RESOLUTIONS

7.1 Resolution No. 13-4442, For the Purpose of Accepting the Results of the May 21, 2013 Special Election for Ballot Measure 26-152 for Metro.

Motion:	Councilor Sam Chase moved to approve Resolution No. 13-4442.
Second:	Councilor Collette seconded the motion.

Mr. Sykes introduced Resolution No. 13-4442. The state held a special election on May 21, 2013 which included Metro's local option levy to preserve water quality, fish and wildlife habitat, and to maintain Metro's parks and natural areas for the public (26-152). Shortly after, Multnomah County's Election Division Director prepared and delivered the official Abstract of Votes to Metro for the votes cast in Multnomah, Clackamas and Washington Counties. Per Metro Code, the Council is required to certify the election results provided by the Director and to canvass the vote and enter its proclamation of the results in the Council records. The official Abstract of Votes indicated that Metro's local option levy passed by the majority of the voters in the Metro area.

Vote:	Deputy Council President Craddick, and Councilors Collette, Harrington, Chase, Dirksen, and Stacey voted in support of the motion. The vote was 6 ayes, the motion passed.
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8. CHIEF OPERATING OFFICER COMMUNICATION

Mr. Robinson provided updates on:

- The Metro Council is scheduled to discuss and debrief on the 2013 Oregon legislative session at its July 23 work session.
- Due to market conditions, Far West Fiber has suspended its collection of plastic bags. For details visit Far West's website at www.farwestfibers.com.

9. COUNCILOR COMMUNICATION

Councilors provided updates on the following meetings or events: the Joint Policy Advisory Committee on Transportation (JPACT) meeting, Beaverton City Council meeting, Community and Planning Development Grants review committee meeting, and July 11 joint Metro Policy Advisory Committee (MPAC) and JPACT tour of the Willamette Falls Legacy project site. Councilors announced that the Legacy project received \$5 million in funding from the state legislature.

10. ADJOURN

There being no further business, Deputy Council President Craddick adjourned the regular meeting at 6:29 p.m. The Metro Council will convene the next regular council meeting on Thursday, July 25 at 2 p.m. at Metro's Council Chamber.

Respectfully submitted,



Kelsey Newell, Regional Engagement & Legislative Coordinator

ATTACHMENTS TO THE PUBLIC RECORD FOR THE MEETING OF JULY 11, 2013

Item	Topic	Doc. Date	Document Description	Doc. Number
2.0	Handout	N/A	Written material submitted by Marti Peterson regarding the 2013 Gladstone Cultural Festival	71113c-01
4.0	PowerPoint	N/A	East County Bicycle Tourism Initiative	71113c-02

Agenda Item No. 4.1

Ordinance No. 13-1306, For the Purpose of Amending Metro
Code Chapter 5.01 Regarding Solid Waste Transfer Stations.

Ordinance – First Reading

Metro Council Meeting
Thursday, July 25, 2013
Metro, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING METRO	)	ORDINANCE NO. 13-1306
CODE CHAPTER 5.01 REGARDING SOLID)	
WASTE TRANSFER STATIONS	)	Introduced by Martha J. Bennett, Chief
	)	Operating Officer, with the concurrence of Tom
	)	Hughes, Council President
)	

WHEREAS, Metro Code Chapter 5.01 establishes Metro's Solid Waste Facility Regulations; and

WHEREAS, the Chief Operating Officer has proposed amendments to Chapter 5.01 that further the goals of the Solid Waste Roadmap; and

WHEREAS, the proposed amendments remove the distinction between local and regional privately-owned transfer stations and allow transfer stations to accept regulated hazardous waste for storage if certain conditions are met; and

WHEREAS, the Chief Operating Officer has proposed a moratorium on applications for new transfer stations until January 1, 2016 to maintain continuity in the system pending completion of the Solid Waste Roadmap project regarding the future of the region's transfer system; and

WHEREAS, the Metro Council finds that proposed changes to Metro Code Chapter 5.01 furthers the goals of the Solid Waste Roadmap; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

- Section 1. Metro Code Amendment. Metro Code subsections 5.01.010(x) ("Local Transfer Station") and 5.01.010(nn) ("Regional Transfer Station") are repealed, and the remaining subsections of Metro Code Section 5.01.010 are renumbered accordingly; and all other subsections of Metro Code Section 5.01.010 shall remain unchanged.
- Section 2. Metro Code Amendment. Metro Code Section 5.01.070 is amended in the form attached hereto as Exhibit "A."
- Section 3. Metro Code Amendment. Metro Code Section 5.01.125 is amended in the form attached hereto as Exhibit "B."

ADOPTED by the Metro Council this [insert date] day of [insert month], 2013.

Tom Hughes, Council President

Attest:

Approved as to form:

Kelsey Newell, Recorder

Alison Kean Campbell, Metro Attorney

Exhibit "A" to Ordinance 13-1306

METRO CODE - TITLE V SOLID WASTE CHAPTER 5.01 SOLID WASTE FACILITY REGULATION

APPLICATIONS FOR SOLID WASTE FACILITY LICENSES & FRANCHISES

5.01.070 Issuance of Franchise

(a) Applications for Franchises filed in accordance with Section 5.01.060 shall be reviewed by the Chief Operating Officer and are subject to approval or denial by the Metro Council.

(b) The Chief Operating Officer shall make such investigation concerning the application as the Chief Operating Officer deems appropriate, including the right of entry onto the applicant's proposed Franchise site.

(c) Upon the basis of the application, evidence submitted and results of the investigation, the Chief Operating Officer shall formulate recommendations regarding whether the applicant is qualified, whether the proposed Franchise complies with the Regional Solid Waste Management Plan, whether the proposed Franchise meets the requirements of Section 5.01.060, and whether or not the applicant has complied or can comply with all other applicable regulatory requirements.

(d) The Chief Operating Officer shall provide the recommendations required by subsection (c) of this section to the Council, together with the Chief Operating Officer's recommendation regarding whether the application should be granted or denied. If the Chief Operating Officer recommends that the application be granted, the Chief Operating Officer shall recommend to the Council specific conditions of the Franchise.

(e) Subsequent to receiving the recommendation of the Chief Operating Officer, the Council shall issue an order granting or denying the application. The Council may attach conditions to the order or limit the number of franchises granted. If the Council issues an order to deny the application, such order shall be effective immediately.

(f) In determining whether to authorize the issuance of a Franchise, the Council shall consider, but not be limited by, the following factors:

- (1) Whether the applicant has demonstrated that the proposed Solid Waste Facility and authorized Activities will be consistent with the Regional Solid Waste Management Plan;

- (2) The effect that granting a Franchise to the applicant will have on the cost of solid waste disposal and recycling services for the citizens of the region;
- (3) Whether granting a Franchise to the applicant would be unlikely to unreasonably adversely affect the health, safety and welfare of Metro's residents;
- (4) Whether granting a Franchise to the applicant would be unlikely to unreasonably adversely affect nearby residents, property owners or the existing character or expected future development of the surrounding neighborhood;
- (5) Whether the applicant has demonstrated the strong likelihood that it will comply with all the requirements and standards of this chapter, the administrative rules and performance standards adopted pursuant to Section 5.01.132 of this chapter and other applicable local, state and federal laws, rules, regulations, ordinances, orders or permits pertaining in any manner to the proposed Franchise.

(g) The Council shall act to grant or deny a Franchise application within 120 days after the filing of a complete application. The deadline for the Council to act to grant or deny an application may be extended as provided in this section. If the Council does not act to grant or deny an application by the deadline for such action, the Franchise shall be deemed granted for the Solid Waste Facility or Disposal Site requested in the application, and the Chief Operating Officer shall issue a Franchise containing the standard terms and conditions included in other comparable franchises issued by Metro.

(h) At any time after the filing of a complete Franchise application the deadline for the Council to act to grant or deny the application shall be extended if:

- (1) The Council acts to extend the deadline for up to an additional 60 days, which the Council may do one time for any single application;
- (2) The applicant substantially modifies the application during the course of the review, in which case the 120 days review period for the Council to act shall be restarted as of the date Metro receives the applicant's modifications; or

(3) The applicant and the Chief Operating Officer agree to extend the deadline for the Council to act for a specified period of time.

(i) An applicant may withdraw its application at any time prior to the Council's decision and may submit a new application at any time thereafter.

(j) If a request for a Franchise is denied, no new application for this same or substantially similar Franchise shall be filed by the applicant for at least six (6) months from the date of denial.

(k) The term of a new or renewed Franchise shall be not more than five (5) years.

(l) Notwithstanding any other provision in this section, Metro shall not accept an application for a new Franchise for authority to operate a Transfer Station until January 1, 2016.~~no application for authority to operate a Transfer Station that was received after August 19, 2004, shall be granted during the period commencing August 19, 2004, and continuing until December 31, 2007.~~

(Ordinance No. 81-111, Sec. 8. Amended by Ordinance No. 82-136, Sec. 3; Ordinance No. 98-762C, Sec. 18; Ordinance No. 02-974, Sec. 1; Ordinance No. 03-1018A, Sec.9; Ordinance No. 04-1056, Sec. 2; and Ordinance No. 05-1093, Sec. 2.)

Exhibit "B" to Ordinance 13-1306

METRO CODE - TITLE V SOLID WASTE
CHAPTER 5.01 SOLID WASTE FACILITY REGULATION

5.01.125 Obligations and Limits for Selected Types of Activities

(a) A holder of a License or Franchise for a Material Recovery facility or Transfer Station ~~issued after July 1, 2000~~, shall perform Material Recovery from Non-Putrescible Waste accepted at the facility as specified in this section or as otherwise specified in its license or franchise, or shall deliver such Non-Putrescible Waste to a Solid Waste facility authorized by Metro to recover useful materials from Solid Waste.

(b) A licensee or franchisee subject to subsection (a) of this section shall recover at least 25 percent by weight of Non-Putrescible waste accepted at the facility and waste delivered by public customers. For the purposes of calculating the amount of recovery required by this subsection, recovered waste shall exclude both waste from industrial processes and ash, inert rock, concrete, concrete block, foundry brick, asphalt, dirt, and sand. Failure to maintain the minimum recovery rate specified in this section shall constitute a violation enforceable under Metro Code Sections 5.01.180 and 5.01.200. After December 31, 2008, the requirements of this subsection will not be applicable to licensees or franchisees unless Metro Council determines that this standard should be reinstated to replace the processing residual standard established in 5.01.125(c).

(c) Effective January 1, 2009, a licensee or franchisee subject to subsection (a) of this section shall:

- (1) Process non-putrescible waste accepted at the facility and delivered in drop boxes and self-tipping trucks to recover cardboard, wood, and metals, including aluminum. Processing residual from such a facility shall not contain more than 15 percent, by total combined weight, of cardboard or wood pieces of greater than 12 inches in size in any dimension and metal pieces greater than eight (8) inches in size in any dimension.
- (2) Take quarterly samples of processing residual that are statistically valid and representative of the facility's residual (not less than a 300-pound sample) and provide results of such sampling to

Metro in the monthly report due the month following the end of that quarter.

- (3) Based on observation, audits, inspections and reports, Metro inspectors shall conduct or require additional analysis of waste residual at the facility in accordance with Section 5.01.135(c). Failure to maintain the recovery level specified in subsection (c)(1) of this section shall constitute a violation enforceable under Metro Code. The first two violations of this subsection by a single licensee or franchisee shall not result in the imposition of a civil penalty.

- (4) Failure to meet the reporting requirements in subsection (c)(2) of this section shall constitute a violation enforceable under Metro Code. ~~after June 30, 2009.~~

(d) A holder of a Franchise for a ~~Local~~ Transfer Station:

- (1) Shall accept Putrescible Waste originating within the Metro boundary only from persons who are franchised or permitted by a local government unit to collect and haul Putrescible Waste.
- (2) Shall not accept hazardous waste unless the franchisee provides written authorization from the DEQ or evidence of exemption from such requirement.
- (3) Shall be limited in accepting Putrescible Waste during any ~~fiscal~~ year to an amount of Putrescible Waste as established by the Metro Council in approving the ~~Local~~ Transfer Station Franchise application.

~~(4) The Chief Operating Officer may authorize an increase in a tonnage authorization established pursuant to subsection 5.01.125(d)(3) of this chapter upon the Chief Operating Officer's finding that growth or other conditions affecting demand for disposal of Putrescible Waste cannot be served by said tonnage authorization. Any such increase in tonnage authorized pursuant to this subsection shall be limited to a maximum of five percent (5%) of any tonnage authorization or disposal limit approved by the Council, and shall be valid for a period not exceeding 24 months.~~

~~(e) A holder of a Franchise for a Regional Transfer Station, in accordance with its franchise:~~

~~_(1) Shall accept authorized Solid Waste originating within the Metro boundary from any person who delivers authorized waste to the facility, on the days and at the times established by Metro in approving the Franchise application.~~

~~(2) Shall provide an area for collecting Household Hazardous Waste from residential generators at the Franchised Solid Waste Facility, or at another location more convenient to the population being served by the Franchised Solid Waste Facility, on the days and at the times established by Metro in approving the Franchise application.~~

(4)~~(3)~~ Shall provide an area for collecting source-separated recyclable materials without charge at the Franchised Solid Waste Facility, or at another location more convenient to the population being served by the franchised Solid Waste Facility, ~~on the days and at the times established by Metro in approving the Franchise application.~~

(e)~~(f)~~ A holder of a license for a reload facility shall deliver all non-putrescible waste received at the facility to a solid waste facility authorized by Metro to recover useful materials from solid waste.

(f)~~(g)~~ A holder of a license or franchise for a solid waste facility shall not crush, grind or otherwise reduce the size of non-putrescible waste except when such size reduction constitutes a specific step in the facility's material recovery operations, reload operations, or processing residual consolidation or loading operations, and such size reduction is described and approved by Metro in an operating plan.

(Ordinance No. 98-762C, Secs. 30-31. Amended by Ordinance No. 00-866, Sec. 5; Ordinance No. 01-916C, Sec. 4; Ordinance No. 02-952A, Sec. 1; Ordinance No. 03-1018A, Sec. 16; Ordinance No. 07-1147B, Sec. 3; and Ordinance No. 12-1272, Sec. 3.)

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 13-1306 AMENDING CODE CHAPTER 5.01 REGARDING SOLID WASTE TRANSFER STATIONS

July 16, 2013

Prepared by: Roy Brower
503-797-1657

Proposed Ordinance No. 13-1306 amends Metro's solid waste facility regulatory code (Metro Code Chapter 5.01) to clarify the obligations of privately-owned transfer stations and eliminate the distinction between "regional" and "local" facilities. The proposed ordinance also establishes a temporary moratorium on new transfer station applications and specifies the conditions under which a transfer station may accept regulated hazardous waste. These proposed code changes support the extension of privately-owned transfer station franchises until the end of 2015, which are also being considered by Council under separate ordinances.¹ In total, these proposals are intended to: 1) provide interim clarity for the region's solid waste system; 2) allow for general market continuity; and 3) create minimal disruption while the future course for the solid waste system is being considered.

BACKGROUND

Metro's major solid waste contracts (operations², transport and disposal) will expire at the end of 2019. In an effort to shape the future solid waste system to better attain public benefits and improved sustainability, Metro has undertaken an effort to plan for the future of the regional solid waste system known as the Solid Waste Roadmap. A major component of this effort is to take a broad look at the role, configuration and services offered by transfer stations in the system, including those owned by Metro (South and Central) and by private companies (Waste Management, Republic Services and Pride Disposal). This project is known as the Transfer Station Configuration Project (SW Roadmap Project #5).

This proposed ordinance, in conjunction with the term extensions for the franchises, is intended to create clear ground rules to maintain clarity, market continuity, and minimize system disruption over an interim two-year period. Together these ordinances largely maintain the status quo which will allow decision makers and stakeholders to focus their efforts on developing and evaluating long-term public goals and outcomes for the region's solid waste system.

Following is summary of the changes this legislation would accomplish. Adoption of this ordinance would result in the following changes to Metro Code Chapter 5.01:

1. Regional versus Local Transfer Stations

The putrescible (wet) waste disposal system currently consists of two classes of transfer facilities under Metro Code: 1) large-scale **regional** transfer stations, of which there is one privately-owned facility³ and two Metro-owned facilities⁴; and 2) limited-scale **local** transfer stations, of which there are three

¹ Willamette Resources, Inc. (Ord. No. 13-1307), Pride Recycling Company (Ord. No. 13-1308), Troutdale Transfer Station (Ord. No. 13-1309), and Forest Grove Transfer Station (Ord. No. 13-1310).

² Metro's transfer station operations contracts expire in March 2017 but can be extended until the end of 2019.

³ Forest Grove Transfer Station

⁴ Metro Central and Metro South

privately-owned facilities⁵. All privately-owned transfer stations located within the region are authorized and regulated by Metro through franchises that are approved by the Council. In general, Metro restricts the scale of operation and the number of activities allowed at local transfer stations and relaxes such restrictions for regional transfer stations.

One purpose of the proposed change to Chapter 5.01 is to eliminate the distinction between regional and local facilities. In reality, there is currently little practical difference among the current privately-owned transfer stations. Elimination of this distinction and clarification of standards allows the future policy discussion to be more directly focused on public and private roles and services at transfer stations.

Staff also recommends extending the term of the current franchises for two years. The current transfer stations franchises, which were approved by Council in 2008, are all set to expire at the end of 2013. Staff recommends that the term of the current franchises be extended until the end of 2015 in order to largely maintain the status quo of the system during this interim evaluation period. These proposed term extensions for the franchises will be considered by Council under separate ordinances.

In addition to eliminating the regional and local distinctions between transfer stations, adoption of this proposal will also establish a standard set of transfer station obligations in Code, eliminate administratively-issued tonnage increases without prior Council approval, and result in establishing a franchise tonnage limit on the Forest Grove Transfer Station.⁶ These Code changes will help ensure market continuity and minimize disruption by providing a clear, standard set of conditions for all transfer stations. Current conditions, roles and responsibilities of the privately-owned transfer stations will remain the same for the extension period thus improving clarity for the next two years. This will also allow future analysis to focus on the long term roles, services and configuration of the regional solid waste system and to what extent these roles can or should be satisfied by the public or private sector.

Table 1 provides a comparison of the size, scope, service level and operations of all transfer stations. The publicly-owned Metro transfer stations offer a full suite of public services, longer hours and more days of operation than do any of the privately-owned stations. The private transfer stations offer more limited services and hours of operation some of which may be specified in the Metro-issued franchises. Table 1 also provides a comparison of tonnage flowing through each facility, and number of customers using the facilities. The proposed changes to the transfer station designations, along with the term extensions, are intended to provide more clarity, continuity and minimize system disruption over the next two years while Metro evaluates the long-term roles of public and private operations.

⁵ Pride Recycling Company, Troutdale Transfer Station, and Willamette Resources, Inc.

⁶ See Ordinance No. 13-1310 for a fuller discussion of the Forest Grove proposed tonnage cap.

Table 1
**Transfer Station Comparison of
Operations, Tonnage, Services and Fees**

	Metro Central	Metro South	Forest Grove	Troutdale	Pride	WRI
Days open per year ⁷	362	362	306	260	260	260
On-site material recovery	Yes	Yes	No ⁸	No ⁹	Yes	Yes
Self haul service - business (#Loads/year 2012)	Yes	Yes (129,000)	Yes (1,100)	Yes	Yes	Yes
Self haul service – residential ¹⁰	Yes	Yes	Yes	No	No	No
Self haul proxy customers ¹¹ (#Loads/year in 2012)	71,000	129,000	1,100	NA	NA	NA
Permanent HHW facility	Yes	Yes	No ¹²	Metro does not allow ¹³		
Food waste accepted	Yes	Yes	No	Yes	Yes	Yes
Waste Tons Delivered (Total in 2012) ¹⁴	272,000	240,000	108,000	88,000	88,000	111,000
Tonnage Cap 2013 (Wet Waste)	None	None	None	70,000	70,000	70,000
Posted Tip Fee (as of 9/1/12)	\$93.84	\$93.84	\$95	\$92.95	\$92.83	\$93.84
Transaction Fee	\$3	\$3	\$10	0	0	\$3
Enhancement Fee	\$.50/ton	\$.50/ton	\$.50/ton	0	0	0

2. Temporary Moratorium

This proposed ordinance would prohibit Metro from accepting an application seeking a new franchise to operate a transfer stations until January 1, 2016. This would place a moratorium on new transfer capacity for this interim two-year period. This short-term moratorium helps to maintain the current market and system in place for at least two years and allows Metro to focus on the future of the system.

To staff's knowledge, the only potential applicant considering future transfer station operations is Oregon Recycling Systems (Columbia Development Enterprises), a company comprised of independent local haulers. However, the applicant is not actively pursuing such authority at this time and has indicated that it is not likely to seek a franchise for two to five years.

3. Tonnage adjustment

⁷ Under Code, Metro may set days and hours of operation at private transfer stations but has chosen not to do so.

⁸ Forest Grove Transfer Station directs recoverable non-putrescible waste loads to a Metro-authorized material recovery facility in Hillsboro (Tualatin Valley Waste Recovery - TVWR), owned by Waste Management.

⁹ Troutdale Transfer Station reloads recoverable non-putrescible waste loads to TVWR.

¹⁰ Metro restricts residential self-haul to non-putrescible waste at local transfer stations.

¹¹ These are loads paid by cash and, therefore, assumed to be self haul customers. Commercial haulers tend to establish an account.

¹² Metro has not authorized a permanent Household Hazardous Waste (HHW) facility at Forest Grove but requires they host Metro sponsored collection events at least twice a year.

¹³ Metro does not authorize permanent HHW facilities at private local transfer stations.

¹⁴ Includes wastes that do not count against the tonnage cap e.g. out-of-district waste and non-putrescible waste.

This proposed ordinance eliminates administratively-issued tonnage increases without prior Council approval as currently allowed in Metro Code.¹⁵ The Chief Operating Officer has granted tonnage increases under this Code provision on two occasions within the last five-years. By eliminating this provision in the Code, all franchise tonnage increases must be approved by Council. As part of this change, staff also recommends that the Council only consider such requests that can demonstrate an explicit public benefit for granting the tonnage increases (e.g., tip fee reduction, more efficient routing, etc.).

4. Hazardous Waste Acceptance

Under the current Code, solid waste transfer stations are not allowed to *intentionally* accept regulated hazardous waste. Solid waste facilities must separate and properly manage any hazardous waste that is inadvertently received.

Troutdale Transfer Station has indicated an interest in operating as a limited transfer facility for regulated hazardous waste. Metro does not regulate hazardous waste; however, the acceptance of such waste at transfer stations is currently prohibited under Code. The Oregon Department of Environmental Quality (DEQ) regulates the acceptance, transfer, and disposal of hazardous waste within the region. Such hazardous waste authority is delegated to the DEQ by the federal government. .

The proposed ordinance would amend the Code to remove the strict prohibitive language currently restricting such activity at transfer station. The amendment would allow transfer stations to accept and reload hazardous waste when written authorization is provided by the DEQ or evidence is provided that such activity is otherwise exempt under the federal hazardous program.

ANALYSIS/INFORMATION

1. **Known Opposition**

There is no known opposition to the proposed ordinance.

2. **Legal Antecedents**

Current provisions of Metro Code Chapter 5.01.

3. **Anticipated Effects**

- Clarifies the system by eliminating the distinction between regional and local transfer stations as classes of facility and establishes new classes that consist of either publicly-owned or privately-owned transfer stations.
- Provides a single list of obligations for all privately-owned transfer station facilities that would be considered during franchise renewal.
- Maintains market continuity by limiting new transfer station entrants by prohibiting the acceptance of franchise applications for new transfer stations until January 1, 2016.
- Maintains minimal system disruption over two year period and allows decision-makers and stakeholders to focus on future transfer station configuration.

¹⁵ See Metro Code Chapter 5.01.125(d)(4) .

- Eliminates the strict prohibition of hazardous waste at transfer stations. Allows hazardous waste to be stored and reloaded at solid waste transfer stations if approved by DEQ or is otherwise exempt from the federal program.

4. Budget Impacts

The proposed ordinance is not anticipated to have an impact on the budget as it improves regulatory clarity.

RECOMMENDED ACTION

The Chief Operating Officer recommends adoption of Ordinance No. 13-1306.

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Agenda Item No. 4.2

Ordinance No. 13-1307, For Purpose of Approving a Transfer
Station Franchise Extension and Authorizing the Chief
Operating Officer to Issue a Modified Franchise For Willamette
Resources, Inc.

Ordinance – First Reading

Metro Council Meeting
Thursday, July 25, 2013
Metro, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A	)	ORDINANCE NO. 13-1307
TRANSFER STATION FRANCHISE EXTENSION)	
AND AUTHORIZING THE CHIEF OPERATING	)	Introduced by Martha J. Bennett,
OFFICER TO ISSUE A MODIFIED FRANCHISE	)	Chief Operating Officer, with the concurrence
FOR WILLAMETTE RESOURCES, INC.	)	of Tom Hughes, Council President

WHEREAS, Metro Code Section 5.01.045(b)(2) stipulates that a Metro Solid Waste Facility Franchise shall be required for the person owning or controlling a facility that operates a Transfer Station; and

WHEREAS, Willamette Resources, Inc. operates a transfer station and holds Metro Solid Waste Facility Franchise Number F-005-08B, which will expire on December 31, 2013; and

WHEREAS, Metro Code Section 5.01.070(k) stipulates that the term of a new or renewed franchise shall not be more than five years; and

WHEREAS, Metro is engaged in the Solid Waste Roadmap, which includes a project that will address the future role and configuration of solid waste facilities in the Metro region; and

WHEREAS, the Chief Operating Officer recommends that the franchise be extended two years, to maintain continuity in the transfer station system pending completion of the solid waste facility configuration project; and

WHEREAS, the Chief Operating Officer recommends additional modifications, including a revised insurance provision and a limit on the amount of solid waste accepted by the facility; and

WHEREAS, the Metro Council finds that the proposed amendments are in the public interest; and

WHEREAS, the Metro Council finds that the terms, conditions, and limitations contained in Exhibit A to this Ordinance are appropriate; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The transfer station franchise amendments for Willamette Resources, Inc. is approved subject to the terms, conditions, and limitations contained in Exhibit A.
2. The Chief Operating Officer is authorized to issue to Willamette Resources, Inc. a modified Solid Waste Facility Franchise substantially similar to the one attached as Exhibit A.

ADOPTED by the Metro Council this [insert date] day of [insert month] 2013.

Tom Hughes, Council President

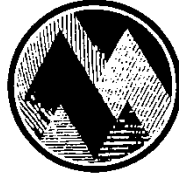
Attest:

Approved as to Form:

Kelsey Newell, Recording Secretary

Alison Kean Campbell, Metro Attorney

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232-2736
TEL 503-797-1650 | FAX 503-813-7544



METRO

SOLID WASTE FACILITY FRANCHISE

No. F-005-08C

FRANCHISEE:	FACILITY NAME AND LOCATION:
Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
OPERATOR:	PROPERTY OWNER:
Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-005-08B. Metro grants this franchise to the Franchisee named above. The Franchisee is authorized to operate and maintain a solid waste facility and to accept the solid wastes and perform the activities authorized by and subject to the conditions stated in this Franchise.

ISSUED BY METRO:

FRANCHISEE'S ACKNOWLEDGEMENT OF RECEIPT:

Signature

Signature of Franchisee

Scott Robinson, Deputy Chief Operating Officer
Print name and title

Print name and title

Date

Date



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1.0	ISSUANCE	
1.1	Franchisee	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
1.2	Corporate affiliation	Republic Services, Inc. 18500 North Allied Way Phoenix, AZ 85054
1.3	Contact	Derek Ruckman, General Manager Phone: (503) 570-0626 e-mail: druckman@republicservices.com
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-005-08C.
1.5	Term	The term commences on January 1, 2009, and shall terminate on December 31, 2015, unless amended, modified, suspended, or revoked under the provisions of Section 11.0 of this franchise.
1.6	Renewal	The Franchisee may apply for a franchise renewal as provided in Metro Code Section 5.01.087.
1.7	Facility name and mailing address	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
1.8	Operator	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
1.9	Facility premises description	Tax Lot Identification No. 3S102C001400 and No. 3S102C001500, City of Wilsonville, Washington County, State of Oregon



1.10	Property owner	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
1.11	Permission to operate	The Franchisee is the property owner.

2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This franchise shall not vest any right or privilege in the Franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise.
2.2	Non-exclusive franchise	This franchise shall not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
2.3	Property rights	This franchise does not convey any property rights in either real or personal property.
2.4	Amendment and modification	Except as provided in Section 11.0 of this franchise, no amendment or modification shall be effective unless approved by the Metro Council.
2.5	No recourse	The Franchisee shall have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	Indemnification	The Franchisee shall indemnify Metro, the Council, the Chief Operating Officer (the "COO"), and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense including attorney's fees, or liability related to or arising out of the granting of this franchise or the Franchisee's performance of or failure to perform any of its obligations under the Franchise or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.
2.7	Binding nature	This franchise is binding on the Franchisee. The Franchisee is liable for all acts and omissions of the Franchisee's contractors and agents.



2.8	Waivers	To be effective, a waiver of any terms or conditions of this franchise must conform with Section 11.0 and be in writing and signed by the COO.
2.9	Effect of waiver	Waiver of a term or condition of this franchise shall not waive nor prejudice Metro's right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.10	Choice of law	The franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.11	Enforceability	If a court of competent jurisdiction determines that any provision of this franchise is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this franchise shall not be affected.
2.12	Franchise not a waiver	This franchise does not relieve any owner, operator, or the Franchisee from the obligation to obtain all required permits, franchises, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.13	Franchise not limiting	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.14	Definitions	<ol style="list-style-type: none">1. "Mixed Non-Putrescible Waste" means a mixture of more than one type of non-putrescible waste, including commingled recyclables other than residential curbside recyclable material. This category includes construction and demolition waste but excludes Cleanup Materials Contaminated by Hazardous Substances, Source-Separated Recyclable Material, special waste, land clearing debris and yard debris.2. Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.01.

3.0	AUTHORIZATIONS	
3.1	Purpose	This section of the franchise describes the wastes that the Franchisee is authorized to accept at the facility and the waste-related activities the Franchisee is authorized to perform at the facility.



3.2	General conditions on solid waste	The Franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The Franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.
3.3	General conditions on activities	The Franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
3.4	Acceptance and management of putrescible solid waste	<ol style="list-style-type: none">1. The Franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2 of this franchise. The Franchisee also is authorized to accept putrescible waste for material recovery.2. The Franchisee shall receive, manage, store, reload, and transfer all putrescible waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers.3. The Franchisee is authorized to accept putrescible waste generated inside the Metro region only from persons who are franchised or permitted by a local government unit to collect and haul putrescible waste.
3.5	Acceptance and management of mixed non-putrescible solid waste	<ol style="list-style-type: none">1. The Franchisee is authorized to accept mixed non-putrescible solid waste for material recovery.2. The Franchisee shall receive, sort, store, reload, and transfer all mixed non-putrescible solid waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides. Unusually large vehicles, for example 30-foot tippers, may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.3. The Franchisee is authorized to accept mixed non-putrescible waste from all customers including public self-haul.
3.6	Material recovery required	<ol style="list-style-type: none">1. The Franchisee shall perform material recovery on mixed non-putrescible wastes. The Franchisee shall ensure that the facility is designed and operated to assure materials are recovered in a timely manner and to protect the quality of non-putrescible waste that has not yet undergone material recovery. The Franchisee must



		<p>perform recovery at no less than the minimum level stipulated in Metro Code Chapter 5.01.</p> <p>2. The Franchisee shall take quarterly samples of processing residual that are statistically valid and representative of the facility's residual. Each sample required by this section shall weigh at least 300 pounds.</p>
3.7	Management of processing residual from material recovery	<p>The Franchisee shall store, reload, and transfer all non-putrescible waste processing residual on an impervious surface and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers.</p>
3.8	Acceptance of source-separated recyclable materials	<p>1. The Franchisee shall provide a place for collecting source-separated recyclable materials on the facility premises.</p> <p>2. The Franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.</p>
3.9	Acceptance of yard debris	<p>The Franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.</p>
3.10	Acceptance of source-separated food waste	<p>The Franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.</p>
3.11	Acceptance of untreated wood	<p>The Franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The Franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful</p>



		purposes as described in an operating plan and approved in writing by the COO.
3.12	Acceptance of painted and treated wood	The Franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO. The Franchisee shall not use or incorporate painted or treated wood into mulch, animal bedding, compost feedstock, or any other product unless otherwise described in an operating plan and approved in writing by the COO.
3.13	Acceptance of electronics devices	The Franchisee is authorized to accept source-separated electronic devices for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer, and other similar functions related to preparing these materials for reuse, recycling, or disposal as required by the Oregon Department of Environmental Quality (DEQ).
3.14	Acceptance of inert material	The Franchisee is authorized to accept inert materials for purposes of classifying, consolidating, transfer, and other similar functions related to preparing these materials for useful purposes.
3.15	Acceptance of infectious waste	The Franchisee is authorized to accept infectious waste for short-term storage up to 72 hours pending transport to an appropriate disposal location.
3.16	Acceptance of special waste	The Franchisee is authorized to accept non-hazardous special waste for short-term storage up to 48 hours pending transport to an appropriate disposal location.
3.17	Production of hogged fuel	<ol style="list-style-type: none">1. As authorized by Section 3.0 of this franchise, the Franchisee is authorized to accept and process only untreated wood, painted wood, and incidental quantities of treated wood for delivery to facilities with industrial boilers for use as hogged fuel.2. The Franchisee is prohibited from mixing any other solid waste with the wood wastes described above in Section 3.17.1 for the production of hogged fuel.



4.0	LIMITATIONS AND PROHIBITIONS	
4.1	Purpose	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
4.2	Tonnage authorization	The Franchisee is authorized to accept up to 70,000 tons of putrescible waste generated inside the Metro region within each calendar year. The Franchisee shall not accept solid waste generated outside the Metro region if to do so would limit the Franchisee from accepting 70,000 tons of putrescible waste, or any non-putrescible waste, generated inside the Metro region.
4.3	Prohibited waste	The Franchisee shall not knowingly receive, process, reload, or dispose of any solid waste not authorized by this franchise. The Franchisee shall not knowingly accept or retain any material amounts of the following types of waste: materials contaminated with or containing friable asbestos; lead acid batteries; liquid waste for disposal; vehicles; radioactive waste; hazardous waste; or any waste prohibited by the DEQ.
4.4	Prohibition on mixing	<ol style="list-style-type: none">1. The Franchisee shall not mix or commingle any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any unprocessed solid wastes or solid wastes destined for disposal.2. The Franchisee shall not mix or commingle putrescible solid waste with unprocessed non-putrescible solid waste or processing residual except when such mixing is described in an operating plan and approved in writing by the COO.
4.5	Prohibition of size reduction on non-putrescible waste	The Franchisee shall not crush, grind or otherwise reduce the size of non-putrescible waste except when such size reduction constitutes a specific step in the facility's material recovery operations, reload operations, or processing residual consolidation or loading operations, and such size reduction is described in an operating plan and approved in writing by the COO.
4.6	No disposal of recyclable materials	The Franchisee shall not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.



4.7	Composting prohibited	The Franchisee shall not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.8	Limits not exclusive	This franchise shall not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit.

5.0	OPERATING CONDITIONS	
5.1	Purpose and general performance goals	<p>This section of the franchise describes criteria and standards for the operation of the facility. The Franchisee shall operate in a manner that meets the following general performance goals:</p> <ul style="list-style-type: none">a) Environment. The Franchisee shall design and operate the facility to preclude the creation of undue threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste, asbestos and other prohibited wastes.b) Health and safety. The Franchisee shall design and operate the facility to preclude the creation of conditions that may degrade public health and safety including, but not limited to, fires, vectors, pathogens and airborne debris.c) Nuisances. The Franchisee shall design and operate the facility to preclude the creation of nuisance conditions including, but not limited to, litter, dust, odors, and noise.
5.2	Qualified operator	<ul style="list-style-type: none">1. The Franchisee shall, during all hours of operation, provide an operating staff employed by the facility and qualified and competent to carry out the functions required by this franchise and to otherwise ensure compliance with Metro Code Chapter 5.01.2. Facility personnel, as relevant to their job duties and responsibilities, shall be familiar with the relevant provisions of this franchise and the relevant procedures contained within the facility's operating plan.3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is



		discovered during load checks and to properly manage prohibited waste that is unknowingly received.
5.3	Fire prevention	The Franchisee shall provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and the isolation of potential heat sources and/or flammables from processing and storage areas.
5.4	Adequate vehicle accommodation	<p>The Franchisee shall:</p> <ul style="list-style-type: none">a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. Access roads shall be maintained to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles shall not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.c) Post signs to inform customers not to queue on public roadways.d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarpping of loads.
5.5	Managing prohibited wastes	<ul style="list-style-type: none">1. The Franchisee shall reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when unknowingly received.2. The Franchisee shall implement a load-checking program to prevent the acceptance of waste that is prohibited by the franchise. This program must include at a minimum:<ul style="list-style-type: none">a) Visual inspection. As each load is tipped, a qualified operator shall visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas shall be covered and enclosed to prevent leaking and contamination.c) Record maintenance. Records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste shall be maintained in



		<p>the operating record and be available for review by Metro.</p> <p>3. Upon discovery, the Franchisee shall remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and procedures established in the operating plan. All such wastes the Franchisee unknowingly receives shall be removed from the site and transported to an appropriate destination within 90 days of receipt, unless required to be removed earlier by the DEQ or local government.</p>
5.6	Storage and exterior stockpiles	<p>The Franchisee shall:</p> <ul style="list-style-type: none">a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;b) Maintain storage areas in an orderly manner and keep the areas free of litter;c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; andd) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).
5.7	Dust, airborne debris and litter	<p>The Franchisee shall operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and shall prevent its migration beyond property boundaries. The Franchisee shall:</p> <ul style="list-style-type: none">a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit;c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site;d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the



		<p>facility's operation;</p> <p>e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; and</p> <p>f) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, shall be permitted access to the premises of the facility for the purpose of making contact with individuals they have observed transporting uncovered loads of solid waste or recyclable materials on a public road right-of-way in violation of Section 5.09.040 of the Metro Code.</p>
5.8	Odor	<p>1. The Franchisee shall operate the facility in a manner that prevents the generation of odors that are detectable off-site.</p> <p>2. The Franchisee shall establish and follow procedures in the operating plan for minimizing odor at the facility.</p>
5.9	Vectors (e.g. birds, rodents, insects)	<p>1. The Franchisee shall operate the facility in a manner that is not conducive to the harborage of rodents, birds, insects, or other vectors capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.</p> <p>2. If vectors are present or detected at the facility, the Franchisee shall implement vector control measures.</p>
5.10	Noise	<p>The Franchisee shall operate the facility in a manner that prevents the creation of noise sufficient to cause adverse off-site impacts and to the extent necessary to meet applicable regulatory standards and land-use regulations.</p>
5.11	Water contaminated by solid waste and solid waste leachate	<p>The Franchisee shall operate the facility consistent with an approved DEQ stormwater management plan or equivalent and shall:</p> <p>a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; and</p> <p>b) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.</p>
5.12	Access control	<p>1. The Franchisee shall control access to the facility as</p>



		<p>necessary to prevent unauthorized entry and dumping.</p> <p>2. The Franchisee shall maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.</p>
5.13	Signage	<p>The Franchisee shall post signs at all public entrances to the facility, and in conformity with local government signage regulations. These signs shall be easily and readily visible, and legible from off-site during all hours and shall contain at least the following information:</p> <ul style="list-style-type: none">a) Name of the facility;b) Address of the facility;c) Emergency telephone number for the facility;d) Operating hours during which the facility is open for the receipt of authorized waste;e) Fees and charges;f) Metro's name and telephone number (503) 234-3000;g) A list of authorized and prohibited wastes;h) Vehicle / traffic flow information or diagram;i) Covered load requirements; andj) Directions not to queue on public roadways.
5.14	Nuisance complaints	<p>1. The Franchisee shall respond to all nuisance complaints in timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and shall keep a record of such complaints and any action taken to respond to the complaints, including actions to remedy the conditions that caused the complaint.</p> <p>2. If the facility receives a complaint, the Franchisee shall:</p> <ul style="list-style-type: none">a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); andb) Log all such complaints as provided by the operating plan. Each log entry shall be retained for one year and shall be available for inspection by Metro.
5.15	Access to franchise document	<p>The Franchisee shall maintain a copy of this franchise on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it.</p>



6.0	OPERATING PLAN	
6.1	Purpose	This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
6.2	Plan compliance	The Franchisee must operate the facility in accordance with an operating plan approved in writing by the COO. The operating plan must include sufficient detail to demonstrate that the facility will be operated in compliance with this franchise. The Franchisee may amend or revise the operating plan from time to time, subject to written approval by the COO.
6.3	Plan maintenance	The Franchisee shall submit an updated operating plan to the COO by March 1, 2013 as provided in Section 6.0 of this franchise. The Franchisee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The Franchisee must submit amendments and revisions of the operating plan to the COO for written approval prior to implementation.
6.4	Access to operating plan	The Franchisee shall maintain a copy of the operating plan on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.
6.5	Procedures for inspecting loads	<p>The operating plan shall establish:</p> <ul style="list-style-type: none">a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;b) Procedures for identifying incoming and outgoing loads for waste classifications;c) A set of objective criteria for accepting and rejecting loads; andd) An asbestos testing protocol for all materials that appear to contain friable asbestos.



6.6	Procedures for processing and storage of loads	<p>The operating plan shall establish procedures for:</p> <ul style="list-style-type: none">a) Processing authorized solid wastes;b) Reloading and transfer of authorized solid wastes including, but not limited to;<ul style="list-style-type: none">i. Loading waste for delivery to disposal sites; andii. Record keeping and reporting procedures for mixed outbound loads.c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;d) Storing authorized solid wastes; ande) Minimizing storage times and avoiding delay in processing of authorized solid wastes.
6.7	Procedures for managing prohibited wastes	<p>The operating plan shall establish procedures for managing, reloading, and transferring to appropriate facilities or disposal sites each of the prohibited or unauthorized wastes if they are discovered at the facility. In addition, the operating plan shall establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.</p>
6.8	Procedures for odor prevention	<p>The operating plan shall establish procedures for preventing objectionable odors generated at the facility from being detected off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; andb) Procedures for receiving and recording odor complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.
6.9	Procedures for dust prevention	<p>The operating plan shall establish procedures for preventing dust from blowing off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage dust of any derivation; andb) Procedures for receiving and recording dust complaints, immediately investigating all dust



		complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.
6.10	Procedures for emergencies	The operating plan shall establish procedures to be followed in case of fire or other emergency.
6.11	Procedures for nuisance complaints	<ol style="list-style-type: none">1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the Franchisee shall record:<ol style="list-style-type: none">a) The nature of the complaint;b) The date the complaint was received;c) The name, address and telephone number of the person or persons making the complaint; andd) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).2. The Franchisee shall make records of such information available to Metro upon request. The Franchisee shall retain each complaint record for a period of not less than one year.
6.12	Closure protocol	The Franchisee shall establish protocol for closure and restoration of the site in the event of a long-term cessation of operations as provided in Metro Code Section 5.01.060(c)(3).
6.13	Financial assurance	The Franchisee shall maintain financial assurance in the amount of \$25,000 for the cost of the facility's closure and maintain such financial assurance in a form approved by Metro for the term of this franchise.

7.0	FEES AND RATE SETTING	
7.1	Purpose	This section of the franchise specifies fees payable by the Franchisee, and describes rate regulation by Metro.
7.2	Annual fee	The Franchisee shall pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
7.3	Rates not regulated	The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.



7.4	Metro fee and tax imposed on disposal	The Franchisee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.
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8.0	RECORD KEEPING AND REPORTING	
8.1	Purpose	This section of the franchise describes record keeping and reporting requirements. The Franchisee shall effectively monitor facility operation and maintain accurate records of the information described in this section.
8.2	Reporting requirements	<ol style="list-style-type: none">1. For all solid waste and materials the Franchisee is authorized to receive under Section 3.0 of this franchise, the Franchisee shall keep and maintain accurate records of the amount of such materials the Franchisee receives, recovers, recycles, reloads, and disposes.2. The Franchisee shall keep and maintain complete and accurate records of the following for all transactions:<ol style="list-style-type: none">a) Ticket Number (should be the same as the ticket number on the weight slips);b) Customer account numbers identifying incoming customers and outgoing destinations;c) Description whether the load was incoming to the facility or outgoing from the facility;d) Material Category: Code designating the following types of material (more detail, such as differentiating yard debris, is acceptable): (1) incoming source-separated recyclable materials by type; (2) incoming non-putrescible waste; (3) incoming putrescible waste (4) outgoing recyclable materials by type; (5) outgoing non-putrescible waste; (6) outgoing putrescible waste;e) Origin: Code designating the following origin of material: (1) from inside Metro boundaries; (2) from within Multnomah, Clackamas and Washington Counties but outside Metro boundaries; and (3) from another location outside Metro boundaries:<ol style="list-style-type: none">i. Any load containing any amount of waste from within the Metro region shall be reported as if the entire load was generated from inside the Metro region.ii. If the Franchisee elects to report all loads delivered to the facility as being generated



		<p>from inside the Metro region, then the Franchisee is not required to designate the origin of loads as described above in Subsections (e)(2) and (e)(3).</p> <ul style="list-style-type: none">f) Date the load was received at, transferred within, or transmitted from the facility;g) Time the load was received at, transferred within, or transmitted from the facility;h) Indicate whether Franchisee accepted or rejected the load;i) Net weight of the load; andj) The fee charged to the generator of the load.
8.3	Record transmittals	Franchisee shall transmit to Metro records required under Section 8.0 and the corresponding summary report derived from such records no later than fifteen days following the end of each month in a format prescribed by Metro.
8.4	Material recovery reporting	The Franchisee shall provide the results of its quarterly sampling of processing residual, as provided in Section 3.6 of this franchise, to Metro as a component of its monthly report no later than fifteen days following the end of the each quarter in a format prescribed by Metro.
8.5	Account number listing	Within five business days of Metro's request, Franchisee shall provide Metro with a listing that cross-references the account numbers used in the transaction database with the company's name and address.
8.6	Transactions based on scale weights	Except for minimum fee transactions for small, lightweight loads, the Franchisee shall record each inbound and outbound transaction electronically based on actual and accurate scale weights using the Franchisee's on-site scales.
8.7	DEQ submittals	The Franchisee shall provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this franchise within two business days of providing such information to DEQ.
8.8	Copies of enforcement actions provided to Metro	The Franchisee shall ensure Metro receives copies of any notice of violation or noncompliance, citation, or any other similar enforcement actions issued to the Franchisee by any federal, state, or local government other than Metro, and related to the operation of the facility.



8.9	Unusual occurrences	<ol style="list-style-type: none">1. The Franchisee shall keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.2. If a breakdown of the Franchisee's equipment occurs that will substantially impact the ability of the facility to remain in compliance, or create off-site impacts, the Franchisee shall notify Metro within 24 hours.3. The Franchisee shall report any facility fires, accidents, emergencies, and other significant incidents to Metro within 12 hours of the discovery of their occurrence.
8.10	Changes in ownership	<ol style="list-style-type: none">1. Any change in control of Franchisee or the transfer of a controlling interest of Franchisee shall require prior written notice to Metro. "Transfer of a controlling interest of Franchisee" includes without limitation the transfer of 10% or more of the ownership of Franchisee to or from a single entity. Metro may modify this franchise under Section 11.3 to require the new ownership of Franchisee to assume all the rights and obligations of this franchise.2. The Franchisee may not lease, assign, mortgage, sell, or otherwise transfer control of the franchise unless the Franchisee follows the requirements of Metro Code Section 5.01.090.

9.0	INSURANCE REQUIREMENTS	
9.1	Purpose	This section describes the types of insurance that the Franchisee shall purchase and maintain at the Franchisee's expense, covering the Franchisee, its employees, and agents. The Franchisee shall provide Metro with documentation demonstrating that it holds all of the required insurance coverage described in Section 9.0 of this franchise.
9.2	General liability	The Franchisee shall carry the most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as



		respects Metro.
9.3	Automobile	The Franchisee shall carry automobile bodily injury and property damage liability insurance.
9.4	Coverage	Insurance coverage shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.
9.5	Additional insureds	Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS.
9.6	Worker's Compensation Insurance	The Franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If the Franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
9.7	Notification	The Franchisee shall give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

10.0	ENFORCEMENT	
10.1	Generally	Enforcement of this franchise shall be as specified in Metro Code Chapter 5.01.
10.2	Authority vested in Metro	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise shall at all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such requirements against Franchisee.
10.3	No enforcement limitations	This franchise shall not be construed to limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor shall this franchise be construed or interpreted so as to limit or preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any person or persons within the District, notwithstanding any incidental impact that such ordinances



		may have upon the terms of this franchise or the Franchisee's operation of the facility.
10.4	Penalties	Each violation of a franchise condition shall be punishable by penalties as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.

11.0	AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION	
11.1	Amendment by agreement	At any time during the term of the franchise, either the COO or the Franchisee may propose amendments to this franchise. If either the COO or the Franchisee proposes amendments to this franchise, both parties shall make good faith efforts to arrive at consensus on the intent and implementing language of said amendments.
11.2	Amendment by Metro Council action	<p>Except as provided in Section 11.3, the provisions of this franchise shall remain in effect unless the Metro Council:</p> <ul style="list-style-type: none">a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this Franchisee is a member; andb) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance. <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the Franchisee provides evidence that the amendment will result in significant capital cost to the Franchisee, the Metro Council will include capital cost and the ability of the Franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
11.3	Modification, suspension or revocation by Metro for cause	<p>The COO may, at any time before the expiration date, modify, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none">a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated



		<p>into this franchise;</p> <ul style="list-style-type: none">c) Failure to disclose fully all relevant facts;d) A significant release into the environment from the facility;e) Significant change in the character of solid waste received or in the operation of the facility;f) Any change in ownership or control;g) A request from the local government stemming from impacts resulting from facility operations; andh) Compliance history of the Franchisee.
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12.0	GENERAL OBLIGATIONS	
12.1	Compliance with law	<p>The Franchisee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this franchise, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.01 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the facility by federal, state, regional or local governments or agencies having jurisdiction over the facility shall be deemed part of this franchise as if specifically set forth herein. Such conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time of the issuance of the franchise but not cited or attached, and permits or conditions issued or modified during the term of the franchise.</p>
12.2	Deliver waste to appropriate destinations	<p>The Franchisee shall ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code Chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.</p>
12.3	Right of inspection and audit	<p>1. Authorized representatives of Metro may take photographs, collect samples of materials, and perform such inspection or audit as the COO deems appropriate, and shall be permitted access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times upon giving reasonable advance notice (not less than 24 hours). Metro inspection reports, including site photographs, are public records subject to disclosure under Oregon Public</p>



		<p>Records Law. Subject to the confidentiality provisions in Section 12.5 of this franchise, Metro's right to inspect shall include the right to review all information from which all required reports are derived including all books, maps, plans, income tax returns, financial statements, contracts, and other similar written materials of Franchisee that are directly related to the operation of the facility.</p> <p>2. The Franchisee shall permit access to the facility premises to authorized representatives of Metro, including personnel on contract to Metro, at all reasonable times during business hours with or without notice to determine whether the Franchisee meets the minimum level of recovery as provided in Section 3.6 of this franchise. The Franchisee shall provide:</p> <ul style="list-style-type: none">a) Access to all areas where it generates, manages, stores, and reloads processing residual, including without limitation to transfer vehicles;b) Access to facility personnel and equipment to collect, segregate, contain, and weigh individual samples of processing residual; andc) A safe location away from working areas and vehicle traffic where authorized representatives of Metro may conduct an analysis of the Franchisee's processing residual.
12.4	Confidential information	<p>The Franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the Franchisee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro. The Franchisee shall prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro shall treat as confidential any information so marked and will make a good faith effort not to disclose such information unless Metro's refusal to disclose such information would be contrary to applicable Oregon law, including, without limitation, ORS Chapter 192. Within five (5) days of Metro's receipt of a request for disclosure of information identified by Franchisee as confidential, Metro shall provide Franchisee written notice of the request. The Franchisee shall have three (3) days within which time to respond in writing to the request before Metro determines, at its sole discretion, whether to disclose any requested information. The Franchisee shall pay any costs incurred by Metro as a result of Metro's efforts to remove or redact any such confidential information from</p>



		documents that Metro produces in response to a public records request. This Section 12.0 shall not limit the use of any information submitted to or reviewed by Metro for regulatory purposes or in any enforcement proceeding. In addition, Metro may share any confidential information with representatives of other governmental agencies provided that, consistent with Oregon law, such representatives agree to continue to treat such information as confidential and make good faith efforts not to disclose such information
12.5	Compliance by agents	The Franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise.

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 13-1307 FOR THE PURPOSE OF APPROVING A TRANSFER STATION FRANCHISE EXTENSION AND AUTHORIZING THE CHIEF OPERATING OFFICER TO ISSUE A MODIFIED FRANCHISE FOR WILLAMETTE RESOURCES, INC.

July 16, 2013

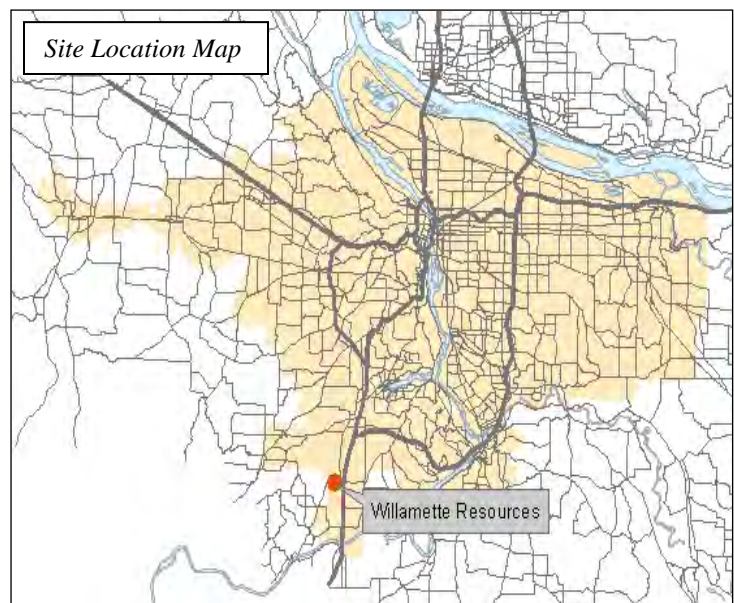
Prepared by:
Warren Johnson 503-797-1657

Adoption of Ordinance No. 13-1307 will authorize the Chief Operating Officer (COO) to issue a modified Solid Waste Facility Franchise, substantially similar to the proposed franchise attached to this ordinance as Exhibit A, to Willamette Resources, Inc. (WRI) which extends the franchise term, deletes the tonnage authorization growth allowance section, and updates the facility's insurance requirements.

This proposed ordinance is part of a package of ordinances to extend the term of the franchises for all of the privately-owned transfer stations¹ and modify certain transfer station provisions in Metro Code Chapter 5.01.² The Council is scheduled to consider this package of ordinances at its meetings on July 25 and August 1, 2013. In total, these proposed items are intended to: 1) provide interim clarity for the region's solid waste system; 2) allow for general market continuity; and 3) create minimal disruption while the future course for the solid waste system is being considered.

BACKGROUND

Metro's major solid waste contracts (operations,³ transport, and disposal) will expire at the end of 2019. In an effort to shape the future system to better attain public benefits and improved sustainability, Metro is undertaking an effort (known as the "Solid Waste Roadmap") to plan for the future of the regional solid waste system. A major component of this effort is to take a broad look at the role, configuration, and services offered by publically and privately-owned transfer stations (known as the "Transfer Station Configuration Project").



¹ Willamette Resources, Inc. (Ord. No. 13-1307), Pride Recycling Company (Ord. No. 13-1308), Troutdale Transfer Station (Ord. No. 13-1309), and Forest Grove Transfer Station (Ord. No. 13-1310).

² Metro Code Chapter 5.01 amendments (Ord. No. 13-1306)

³ Metro's transfer station operations contracts expire in March 2017, but can be extended until the end of 2019.

APPLICANT

The applicant, WRI, is the owner and operator of an existing solid waste facility located at 10295 SW Ridder Road, in Wilsonville (Metro Council District 3). WRI commenced operation in 1994 as a material recovery facility. The facility currently holds a Metro-issued franchise⁴ to operate a transfer station authorized to receive putrescible waste, perform material recovery on non-putrescible waste, and accept source-separated recyclable materials. WRI is authorized to accept up to 70,000 tons of putrescible waste generated from within the Metro region per calendar year. The current franchise became effective on January 1, 2009 and it is set to expire on December 31, 2013.



FRANCHISE MODIFICATION

The proposed franchise (Exhibit A to Ordinance No. 13-1307) includes updated facility information and three modified conditions as described below. All of these proposed conditions are also included in all of the modified franchises for the other privately-owned transfer stations identified in this report.

1. Term Extension - Section 1.5 of the proposed franchise has been modified to extend the term of the franchise by two years to expire at midnight on December 31, 2015.
2. Tonnage Allowance - The “Tonnage Authorization Growth Allowance” condition (Section 4.3 of the current franchise) has been deleted from the proposed franchise to coincide with the proposed changes to Metro Code Chapter 5.01.⁵ The modified franchise for WRI would carry forward the facility’s current annual tonnage limit (70,000 tons) and continue it for each of the next two calendar years until December 31, 2015.
3. Insurance Requirements - Section 9.0 of the proposed franchise has been updated to include standardized insurance language and increased coverage requirements as required for all Metro-regulated facilities. Specifically, the proposed franchise requires that the facility maintain insurance coverage at a minimum of \$1,000,000 per occurrence (increased up from the \$500,000 per occurrence amount specified in the current franchise).

⁴ Metro Solid Waste Facility Franchise No. F-005-08B

⁵ Ord. No. 13-1306

ANALYSIS / INFORMATION

1. Known Opposition

There is no known opposition to the proposed franchise modifications.

2. Legal Antecedents

Current provisions of Metro Code Chapter 5.01, entitled “Solid Waste Facility Regulation.” In particular:

- Metro Code Section 5.01.045(b) stipulates that a Solid Waste Facility Franchise shall be required for the person operating a transfer station.
- Metro Code Section 5.01.087(b) stipulates that the Metro Council shall approve or deny renewals of Solid Waste Facility Franchises.

3. Anticipated Effects

This proposed franchise extension is one of several items currently under consideration by Metro Council. In total, these actions combined are intended to provide additional clarity, maintain market continuity, and minimize disruption to the region’s solid waste system for the next two years. These actions will allow industry, stakeholders, staff, and Council to focus attention on the Solid Waste Roadmap.

4. Budget Impacts

Ordinance No. 13-1307 authorizes a two-year term extension, deletes the tonnage growth allowance section, and updates certain insurance requirements in an existing solid waste facility franchise. Since this action largely extends the status quo for two years, the financial impact of this proposed franchise has already been factored into the budget.

RECOMMENDED ACTION

Based on the information provided above and the analysis provided in this report, the COO recommends that the Metro Council adopt Ordinance No. 13-1307. Approval of this ordinance will authorize the COO to issue a modified franchise to WRI extending the term until December 31, 2015 subject to conditions which are incorporated into the proposed franchise attached to the staff report for this ordinance as Exhibit A.

WJ:bjl
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Agenda Item No. 4.3

Ordinance No. 13-1308, For Purpose of Approving a Transfer
Station Franchise Extension and Authorizing the Chief
Operating Officer to Issue a Modified Franchise For Pride
Recycling Company.

Ordinance – First Reading

Metro Council Meeting
Thursday, July 25, 2013
Metro, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A	)	ORDINANCE NO. 13-1308
TRANSFER STATION FRANCHISE EXTENSION)	
AND AUTHORIZING THE CHIEF OPERATING	)	Introduced by Martha J. Bennett,
OFFICER TO ISSUE A MODIFIED FRANCHISE	)	Chief Operating Officer, with the concurrence
FOR PRIDE RECYCLING COMPANY	)	of Tom Hughes, Council President

WHEREAS, Metro Code Section 5.01.045(b)(2) stipulates that a Metro Solid Waste Facility Franchise shall be required for a person owning or controlling a facility that operates a Transfer Station; and

WHEREAS, Pride Recycling Company operates a transfer station and holds Metro Solid Waste Facility Franchise Number F-002-08A, which will expire on December 31, 2013; and

WHEREAS, Metro Code Section 5.01.070(k) stipulates that the term of a new or renewed franchise shall not be more than five years; and

WHEREAS, Metro is engaged in the Solid Waste Roadmap, which includes a project that will address the future role and configuration of solid waste facilities in the Metro region; and

WHEREAS, the Chief Operating Officer recommends that the franchise be extended two years, to maintain continuity in the transfer station system pending completion of the solid waste facility configuration project; and

WHEREAS, the Chief Operating Officer recommends additional modifications, including a revised insurance provision and a limit on the amount of solid waste accepted by the facility; and

WHEREAS, the Metro Council finds that the proposed amendments are in the public interest; and

WHEREAS, the Metro Council finds that the terms, conditions, and limitations contained in Exhibit A to this Ordinance are appropriate; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The transfer station franchise amendments for Pride Recycling Company is approved subject to the terms, conditions, and limitations contained in Exhibit A.
2. The Chief Operating Officer is authorized to issue to Pride Recycling Company a modified Solid Waste Facility Franchise substantially similar to the one attached as Exhibit A.

ADOPTED by the Metro Council this [insert date] day of [insert month] 2013.

Tom Hughes, Council President

Attest:

Approved as to Form:

Kelsey Newell, Recording Secretary

Alison Kean Campbell, Metro Attorney

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232-2736
TEL 503-797-1650 | FAX 503-813-7544



METRO

SOLID WASTE FACILITY FRANCHISE

No. F-002-08B

FRANCHISEE:	FACILITY NAME AND LOCATION:
Pride Recycling Company PO Box 1150 Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179	Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179
OPERATOR:	PROPERTY OWNER:
Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179	Mike and Cindy Lechner PO Box 1150 Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-002-08A. Metro grants this franchise to the Franchisee named above. The Franchisee is authorized to operate and maintain a solid waste facility and to accept the solid wastes and perform the activities authorized by and subject to the conditions stated in this Franchise.

ISSUED BY METRO:

FRANCHISEE'S ACKNOWLEDGEMENT OF RECEIPT:

Signature

Signature of Franchisee

Scott Robinson,
Deputy Chief Operating Officer

Print name and title

Print name and title

Date

Date



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1.0	ISSUANCE	
1.1	Franchisee	Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179
1.2	Corporate affiliation	Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179
1.3	Contact	Mike Leichner, Tel. (503) 625-0725 Fax. (503) 625-6179 e-mail: mike@pridedisposal.com
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-002-08B.
1.5	Term	The term commences on January 1, 2009, and shall terminate on December 31, 2015, unless amended, modified, suspended, or revoked under the provisions of Section 11.0 of this franchise.
1.6	Renewal	The Franchisee may apply for a franchise renewal as provided in Metro Code Section 5.01.087.
1.7	Facility name and mailing address	Pride Recycling Company PO Box 1150 Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179
1.8	Operator	Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179
1.9	Facility premises description	Tax Lot Identification No. 2S128C000101 and No. 2S128C000105, City of Sherwood, Washington County, State of Oregon



1.10	Property owner	Mike and Cindy Leichner PO Box 1150 Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179
1.11	Permission to operate	Franchisee warrants that it has obtained the property owner's consent to operate the facility as specified in this franchise.

2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This franchise shall not vest any right or privilege in the Franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise.
2.2	Non-exclusive franchise	This franchise shall not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
2.3	Property rights	This franchise does not convey any property rights in either real or personal property.
2.4	Amendment and modification	Except as provided in Section 11.0 of this franchise, no amendment or modification shall be effective unless approved by the Metro Council.
2.5	No recourse	The Franchisee shall have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	Indemnification	The Franchisee shall indemnify Metro, the Council, the Chief Operating Officer (the "COO"), and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense including attorney's fees, or liability related to or arising out of the granting of this franchise or the Franchisee's performance of or failure to perform any of its obligations under the Franchise or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.
2.7	Binding nature	This franchise is binding on the Franchisee. The Franchisee is liable for all acts and omissions of the Franchisee's contractors and agents.



2.8	Waivers	To be effective, a waiver of any terms or conditions of this franchise must conform with Section 11.0 and be in writing and signed by the COO.
2.9	Effect of waiver	Waiver of a term or condition of this franchise shall not waive nor prejudice Metro's right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.10	Choice of law	The franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.11	Enforceability	If a court of competent jurisdiction determines that any provision of this franchise is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this franchise shall not be affected.
2.12	Franchise not a waiver	This franchise does not relieve any owner, operator, or the Franchisee from the obligation to obtain all required permits, franchises, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.13	Franchise not limiting	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.14	Definitions	Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.01.

3.0	AUTHORIZATIONS	
3.1	Purpose	This section of the franchise describes the wastes that the Franchisee is authorized to accept at the facility and the waste-related activities the Franchisee is authorized to perform at the facility.
3.2	General conditions on solid waste	The Franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The Franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.
3.3	General conditions on activities	The Franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.



3.4	Acceptance and management of putrescible solid waste	<ol style="list-style-type: none">1. The Franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2 of this franchise. The Franchisee also is authorized to accept putrescible waste for material recovery.2. The Franchisee shall receive, manage, store, reload, and transfer all putrescible waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers.3. The Franchisee is authorized to accept putrescible waste generated inside the Metro region only from persons who are franchised or permitted by a local government unit to collect and haul putrescible waste.
3.5	Acceptance and management of mixed non-putrescible solid waste	<ol style="list-style-type: none">1. The Franchisee is authorized to accept mixed non-putrescible solid waste for material recovery.2. The Franchisee shall receive, sort, store, reload, and transfer all mixed non-putrescible solid waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides. Unusually large vehicles, for example 30-foot tippers, may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.3. The Franchisee is authorized to accept mixed non-putrescible waste from all customers including public self-haul.
3.6	Material recovery required	<ol style="list-style-type: none">1. The Franchisee shall perform material recovery on mixed non-putrescible wastes. The Franchisee shall ensure that the facility is designed and operated to assure materials are recovered in a timely manner and to protect the quality of non-putrescible waste that has not yet undergone material recovery. The Franchisee must perform recovery at no less than the minimum level stipulated in Metro Code Chapter 5.01.2. The Franchisee shall take quarterly samples of processing residual that are statistically valid and representative of the facility's residual. Each sample required by this section shall weigh at least 300 pounds.



3.7	Management of processing residual from material recovery	The Franchisee shall store, reload, and transfer all non-putrescible waste processing residual on an impervious surface and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers.
3.8	Acceptance of source-separated recyclable materials	<ol style="list-style-type: none">1. The Franchisee shall provide a place for collecting source-separated recyclable materials on the facility premises.2. The Franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.
3.9	Acceptance of yard debris	The Franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.10	Acceptance of source-separated food waste	The Franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.
3.11	Acceptance of untreated wood	The Franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The Franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.12	Acceptance of painted and treated wood	The Franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO. The Franchisee shall not use or incorporate painted or treated wood into mulch, animal bedding, compost feedstock, or any other product unless otherwise described in an operating plan



		and approved in writing by the COO.
3.13	Acceptance of electronics devices	The Franchisee is authorized to accept source-separated electronic devices for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer, and other similar functions related to preparing these materials for reuse, recycling, or disposal as required by the Oregon Department of Environmental Quality (DEQ).
3.14	Acceptance of inert material	The Franchisee is authorized to accept inert materials for purposes of classifying, consolidating, transfer, and other similar functions related to preparing these materials for useful purposes.

4.0	LIMITATIONS AND PROHIBITIONS	
4.1	Purpose	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
4.2	Tonnage authorization	The Franchisee is authorized to accept up to 70,000 tons of putrescible waste generated inside the Metro region within each calendar year. The Franchisee shall not accept solid waste generated outside the Metro region if to do so would limit the Franchisee from accepting 70,000 tons of putrescible waste, or any non-putrescible waste, generated inside the Metro region.
4.3	Prohibited waste	The Franchisee shall not knowingly receive, process, reload, or dispose of any solid waste not authorized by this franchise. The Franchisee shall not knowingly accept or retain any material amounts of the following types of waste: materials contaminated with or containing friable asbestos; lead acid batteries; liquid waste for disposal; vehicles; infectious, biological or pathological waste; radioactive waste; hazardous waste; or any waste prohibited by the DEQ.
4.4	Prohibition on mixing	<ol style="list-style-type: none">1. The Franchisee shall not mix or commingle any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any unprocessed solid wastes or solid wastes destined for disposal.2. The Franchisee shall not mix or commingle putrescible solid waste with non-putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.



		3. The Franchisee shall not mix or commingle non-putrescible solid waste with putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.
4.5	Prohibition of size reduction on non-putrescible waste	The Franchisee shall not crush, grind or otherwise reduce the size of non-putrescible waste except when such size reduction constitutes a specific step in the facility's material recovery operations, reload operations, or processing residual consolidation or loading operations, and such size reduction is described and approved by the COO in an operating plan.
4.6	No disposal of recyclable materials	The Franchisee shall not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.7	Composting prohibited	The Franchisee shall not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.8	Limits not exclusive	This franchise shall not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit.

5.0	OPERATING CONDITIONS	
5.1	Purpose and general performance goals	<p>This section of the franchise describes criteria and standards for the operation of the facility. The Franchisee shall operate in a manner that meets the following general performance goals:</p> <ul style="list-style-type: none">a) Environment. The Franchisee shall design and operate the facility to preclude the creation of undue threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste, asbestos and other prohibited wastes.b) Health and safety. The Franchisee shall design and operate the facility to preclude the creation of conditions that may degrade public health and safety including, but not limited to, fires, vectors, pathogens and airborne debris.c) Nuisances. The Franchisee shall design and operate the facility to preclude the creation of nuisance



		conditions including, but not limited to, litter, dust, odors, and noise.
5.2	Qualified operator	<ol style="list-style-type: none">1. The Franchisee shall, during all hours of operation, provide an operating staff employed by the facility and qualified and competent to carry out the functions required by this franchise and to otherwise ensure compliance with Metro Code Chapter 5.01.2. Facility personnel, as relevant to their job duties and responsibilities, shall be familiar with the relevant provisions of this franchise and the relevant procedures contained within the facility's operating plan.3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.
5.3	Fire prevention	The Franchisee shall provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and the isolation of potential heat sources and/or flammables from processing and storage areas.
5.4	Adequate vehicle accommodation	<p>The Franchisee shall:</p> <ol style="list-style-type: none">a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. Access roads shall be maintained to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles shall not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.c) Post signs to inform customers not to queue on public roadways.d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarpping of loads.
5.5	Managing prohibited wastes	<ol style="list-style-type: none">1. The Franchisee shall reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when unknowingly received.2. The Franchisee shall implement a load-checking program to prevent the acceptance of waste that is prohibited by the



		<p>franchise. This program must include at a minimum:</p> <ul style="list-style-type: none">a) Visual inspection. As each load is tipped, a qualified operator shall visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas shall be covered and enclosed to prevent leaking and contamination.c) Record maintenance. Records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste shall be maintained in the operating record and be available for review by Metro. <p>3. Upon discovery, the Franchisee shall remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and procedures established in the operating plan. All such wastes the Franchisee unknowingly receives shall be removed from the site and transported to an appropriate destination within 90 days of receipt, unless required to be removed earlier by the DEQ or local government.</p>
5.6	Storage and exterior stockpiles	<p>The Franchisee shall:</p> <ul style="list-style-type: none">a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;b) Maintain storage areas in an orderly manner and keep the areas free of litter;c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; andd) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).
5.7	Dust, airborne debris and litter	<p>The Franchisee shall operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and shall prevent its migration beyond property boundaries. The Franchisee shall:</p> <ul style="list-style-type: none">a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;b) Maintain and operate all vehicles and devices



		<p>transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit;</p> <p>c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site;</p> <p>d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;</p> <p>e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; and</p> <p>f) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, shall be permitted access to the premises of the facility for the purpose of making contact with individuals they have observed transporting uncovered loads of solid waste or recyclable materials on a public road right-of-way in violation of Section 5.09.040 of the Metro Code.</p>
5.8	Odor	<p>1. The Franchisee shall operate the facility in a manner that prevents the generation of odors that are detectable off-site.</p> <p>2. The Franchisee shall establish and follow procedures in the operating plan for minimizing odor at the facility.</p>
5.9	Vectors (e.g. birds, rodents, insects)	<p>1. The Franchisee shall operate the facility in a manner that is not conducive to the harborage of rodents, birds, insects, or other vectors capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.</p> <p>2. If vectors are present or detected at the facility, the Franchisee shall implement vector control measures.</p>
5.10	Noise	<p>The Franchisee shall operate the facility in a manner that prevents the creation of noise sufficient to cause adverse off-site impacts and to the extent necessary to meet applicable regulatory standards and land-use regulations.</p>



5.11	Water contaminated by solid waste and solid waste leachate	<p>The Franchisee shall operate the facility consistent with an approved DEQ stormwater management plan or equivalent and shall:</p> <ul style="list-style-type: none">a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; andb) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.
5.12	Access control	<ul style="list-style-type: none">1. The Franchisee shall control access to the facility as necessary to prevent unauthorized entry and dumping.2. The Franchisee shall maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
5.13	Signage	<p>The Franchisee shall post signs at all public entrances to the facility, and in conformity with local government signage regulations. These signs shall be easily and readily visible, and legible from off-site during all hours and shall contain at least the following information:</p> <ul style="list-style-type: none">a) Name of the facility;b) Address of the facility;c) Emergency telephone number for the facility;d) Operating hours during which the facility is open for the receipt of authorized waste;e) Fees and charges;f) Metro's name and telephone number (503) 234-3000;g) A list of authorized and prohibited wastes;h) Vehicle / traffic flow information or diagram;i) Covered load requirements; andj) Directions not to queue on public roadways.
5.14	Nuisance complaints	<ul style="list-style-type: none">1. The Franchisee shall respond to all nuisance complaints in timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and shall keep a record of such complaints and any action taken to respond to the complaints, including actions to remedy the conditions that caused the complaint.2. If the facility receives a complaint, the Franchisee shall:



		<ul style="list-style-type: none">a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); andb) Log all such complaints as provided by the operating plan. Each log entry shall be retained for one year and shall be available for inspection by Metro.
5.15	Access to franchise document	The Franchisee shall maintain a copy of this franchise on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it.

6.0	OPERATING PLAN	
6.1	Purpose	This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
6.2	Plan compliance	The Franchisee must operate the facility in accordance with an operating plan approved in writing by the COO. The operating plan must include sufficient detail to demonstrate that the facility will be operated in compliance with this franchise. The Franchisee may amend or revise the operating plan from time to time, subject to written approval by the COO.
6.3	Plan maintenance	The Franchisee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The Franchisee must submit amendments and revisions of the operating plan to the COO for written approval prior to implementation.
6.4	Access to operating plan	The Franchisee shall maintain a copy of the operating plan on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.
6.5	Procedures for inspecting loads	<p>The operating plan shall establish:</p> <ul style="list-style-type: none">a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;b) Procedures for identifying incoming and outgoing loads for waste classifications;c) A set of objective criteria for accepting and rejecting loads; andd) An asbestos testing protocol for all materials that



		appear to contain friable asbestos.
6.6	Procedures for processing and storage of loads	<p>The operating plan shall establish procedures for:</p> <ul style="list-style-type: none">a) Processing authorized solid wastes;b) Reloading and transfer of authorized solid wastes;c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;d) Storing authorized solid wastes; ande) Minimizing storage times and avoiding delay in processing of authorized solid wastes.
6.7	Procedures for managing prohibited wastes	<p>The operating plan shall establish procedures for managing, reloading, and transferring to appropriate facilities or disposal sites each of the prohibited or unauthorized wastes if they are discovered at the facility. In addition, the operating plan shall establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.</p>
6.8	Procedures for odor prevention	<p>The operating plan shall establish procedures for preventing objectionable odors generated at the facility from being detected off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; andb) Procedures for receiving and recording odor complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.
6.9	Procedures for dust prevention	<p>The operating plan shall establish procedures for preventing dust from blowing off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage dust of any derivation; andb) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.



6.10	Procedures for emergencies	The operating plan shall establish procedures to be followed in case of fire or other emergency.
6.11	Procedures for nuisance complaints	<ol style="list-style-type: none">1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the Franchisee shall record:<ol style="list-style-type: none">a) The nature of the complaint;b) The date the complaint was received;c) The name, address and telephone number of the person or persons making the complaint; andd) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).2. The Franchisee shall make records of such information available to Metro upon request. The Franchisee shall retain each complaint record for a period of not less than one year.
6.12	Closure protocol	The Franchisee shall establish protocol for closure and restoration of the site in the event of a long-term cessation of operations as provided in Metro Code Section 5.01.060(c)(3).
6.13	Financial assurance	The Franchisee shall maintain financial assurance in the amount of \$25,000 for the cost of the facility's closure and maintain such financial assurance in a form approved by Metro for the term of this franchise.

7.0	FEES AND RATE SETTING	
7.1	Purpose	This section of the franchise specifies fees payable by the Franchisee, and describes rate regulation by Metro.
7.2	Annual fee	The Franchisee shall pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
7.3	Rates not regulated	The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.
7.4	Metro fee and tax imposed on disposal	The Franchisee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.



8.0	RECORD KEEPING AND REPORTING	
8.1	Purpose	This section of the franchise describes record keeping and reporting requirements. The Franchisee shall effectively monitor facility operation and maintain accurate records of the information described in this section.
8.2	Reporting requirements	<ol style="list-style-type: none">1. For all solid waste and materials the Franchisee is authorized to receive under Section 3.0 of this franchise, the Franchisee shall keep and maintain accurate records of the amount of such materials the Franchisee receives, recovers, recycles, reloads, and disposes.2. The Franchisee shall keep and maintain complete and accurate records of the following for all transactions:<ol style="list-style-type: none">a) Ticket Number (should be the same as the ticket number on the weight slips);b) Customer account numbers identifying incoming customers and outgoing destinations;c) Description whether the load was incoming to the facility or outgoing from the facility;d) Material Category: Code designating the following types of material (more detail, such as differentiating yard debris, is acceptable): (1) incoming source-separated recyclable materials by type; (2) incoming non-putrescible waste; (3) incoming putrescible waste (4) outgoing recyclable materials by type; (5) outgoing non-putrescible waste; (6) outgoing putrescible waste;e) Origin: Code designating the following origin of material: (1) from inside Metro boundaries; (2) from within Multnomah, Clackamas and Washington Counties but outside Metro boundaries; and (3) from another location outside Metro boundaries:<ol style="list-style-type: none">i. Any load containing any amount of waste from within the Metro region shall be reported as if the entire load was generated from inside the Metro region.ii. If the Franchisee elects to report all loads delivered to the facility as being generated from inside the Metro region, then the Franchisee is not required to designate the origin of loads as described above in Subsections (e)(2) and (e)(3).f) Date the load was received at, transferred within, or transmitted from the facility;



		<ul style="list-style-type: none">g) Time the load was received at, transferred within, or transmitted from the facility;h) Indicate whether Franchisee accepted or rejected the load;i) Net weight of the load; andj) The fee charged to the generator of the load.
8.3	Record transmittals	Franchisee shall transmit to Metro records required under Section 8.0 and the corresponding summary report derived from such records no later than fifteen days following the end of each month in a format prescribed by Metro.
8.4	Material recovery reporting	The Franchisee shall provide the results of its quarterly sampling of processing residual, as provided in Section 3.6 of this franchise, to Metro as a component of its monthly report no later than fifteen days following the end of the each quarter in a format prescribed by Metro.
8.5	Account number listing	Within five business days of Metro's request, Franchisee shall provide Metro with a listing that cross-references the account numbers used in the transaction database with the company's name and address.
8.6	Transactions based on scale weights	Except for minimum fee transactions for small, lightweight loads, the Franchisee shall record each inbound and outbound transaction electronically based on actual and accurate scale weights using the Franchisee's on-site scales.
8.7	DEQ submittals	The Franchisee shall provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this franchise within two business days of providing such information to DEQ.
8.8	Copies of enforcement actions provided to Metro	The Franchisee shall ensure Metro receives copies of any notice of violation or noncompliance, citation, or any other similar enforcement actions issued to the Franchisee by any federal, state, or local government other than Metro, and related to the operation of the facility.
8.9	Unusual occurrences	<ul style="list-style-type: none">1. The Franchisee shall keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.2. If a breakdown of the Franchisee's equipment occurs that will substantially impact the ability of the facility to remain in



		<p>compliance, or create off-site impacts, the Franchisee shall notify Metro within 24 hours.</p> <p>3. The Franchisee shall report any facility fires, accidents, emergencies, and other significant incidents to Metro within 12 hours of the discovery of their occurrence.</p>
8.10	Changes in ownership	<p>1. Any change in control of Franchisee or the transfer of a controlling interest of Franchisee shall require prior written notice to Metro. "Transfer of a controlling interest of Franchisee" includes without limitation the transfer of 10% or more of the ownership of Franchisee to or from a single entity. Metro may modify this franchise under Section 11.3 to require the new ownership of Franchisee to assume all the rights and obligations of this franchise.</p> <p>2. The Franchisee may not lease, assign, mortgage, sell, or otherwise transfer control of the franchise unless the Franchisee follows the requirements of Metro Code Section 5.01.090.</p>

9.0	INSURANCE REQUIREMENTS	
9.1	Purpose	<p>This section describes the types of insurance that the Franchisee shall purchase and maintain at the Franchisee's expense, covering the Franchisee, its employees, and agents. The Franchisee shall provide Metro with documentation demonstrating that it holds all of the required insurance coverage described in Section 9.0 of this franchise.</p>
9.2	General liability	<p>The Franchisee shall carry the most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro.</p>
9.3	Automobile	<p>The Franchisee shall carry automobile bodily injury and property damage liability insurance.</p>
9.4	Coverage	<p>Insurance coverage shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.</p>
9.5	Additional insureds	<p>Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS.</p>



9.6	Worker's Compensation Insurance	The Franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If the Franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
9.7	Notification	The Franchisee shall give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

10.0	ENFORCEMENT	
10.1	Generally	Enforcement of this franchise shall be as specified in Metro Code Chapter 5.01.
10.2	Authority vested in Metro	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise shall at all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such requirements against Franchisee.
10.3	No enforcement limitations	This franchise shall not be construed to limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor shall this franchise be construed or interpreted so as to limit or preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any person or persons within the District, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the Franchisee's operation of the facility.
10.4	Penalties	Each violation of a franchise condition shall be punishable by penalties as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.



11.0	AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION	
11.1	Amendment by agreement	At any time during the term of the franchise, either the COO or the Franchisee may propose amendments to this franchise. If either the COO or the Franchisee proposes amendments to this franchise, both parties shall make good faith efforts to arrive at consensus on the intent and implementing language of said amendments.
11.2	Amendment by Metro Council action	<p>Except as provided in Section 11.3, the provisions of this franchise shall remain in effect unless the Metro Council:</p> <ul style="list-style-type: none">a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this Franchisee is a member; andb) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance. <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the Franchisee provides evidence that the amendment will result in significant capital cost to the Franchisee, the Metro Council will include capital cost and the ability of the Franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
11.3	Modification, suspension or revocation by Metro for cause	<p>The COO may, at any time before the expiration date, modify, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none">a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;c) Failure to disclose fully all relevant facts;d) A significant release into the environment from the facility;e) Significant change in the character of solid waste received or in the operation of the facility;f) Any change in ownership or control;g) A request from the local government stemming from



		impacts resulting from facility operations; and h) Compliance history of the Franchisee.
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12.0	GENERAL OBLIGATIONS	
12.1	Compliance with law	The Franchisee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this franchise, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.01 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the facility by federal, state, regional or local governments or agencies having jurisdiction over the facility shall be deemed part of this franchise as if specifically set forth herein. Such conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time of the issuance of the franchise but not cited or attached, and permits or conditions issued or modified during the term of the franchise.
12.2	Deliver waste to appropriate destinations	The Franchisee shall ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code Chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.
12.3	Right of inspection and audit	<ol style="list-style-type: none">1. Authorized representatives of Metro may take photographs, collect samples of materials, and perform such inspection or audit as the COO deems appropriate, and shall be permitted access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times upon giving reasonable advance notice (not less than 24 hours). Metro inspection reports, including site photographs, are public records subject to disclosure under Oregon Public Records Law. Subject to the confidentiality provisions in Section 12.5 of this franchise, Metro's right to inspect shall include the right to review all information from which all required reports are derived including all books, maps, plans, income tax returns, financial statements, contracts, and other similar written materials of Franchisee that are directly related to the operation of the facility.2. The Franchisee shall permit access to the facility premises to authorized representatives of Metro, including personnel on contract to Metro, at all reasonable times during



		<p>business hours with or without notice to determine whether the Franchisee meets the minimum level of recovery as provided in Section 3.6 of this franchise. The Franchisee shall provide:</p> <ul style="list-style-type: none">a) Access to all areas where it generates, manages, stores, and reloads processing residual, including without limitation to transfer vehicles;b) Access to facility personnel and equipment to collect, segregate, contain, and weigh individual samples of processing residual; andc) A safe, covered location away from working areas and vehicle traffic where authorized representatives of Metro may conduct an analysis of the Franchisee's processing residual.
12.4	Confidential information	<p>The Franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the Franchisee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro. The Franchisee shall prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro shall treat as confidential any information so marked and will make a good faith effort not to disclose such information unless Metro's refusal to disclose such information would be contrary to applicable Oregon law, including, without limitation, ORS Chapter 192. Within five (5) days of Metro's receipt of a request for disclosure of information identified by Franchisee as confidential, Metro shall provide Franchisee written notice of the request. The Franchisee shall have three (3) days within which time to respond in writing to the request before Metro determines, at its sole discretion, whether to disclose any requested information. The Franchisee shall pay any costs incurred by Metro as a result of Metro's efforts to remove or redact any such confidential information from documents that Metro produces in response to a public records request. This Section 12.0 shall not limit the use of any information submitted to or reviewed by Metro for regulatory purposes or in any enforcement proceeding. In addition, Metro may share any confidential information with representatives of other governmental agencies provided that, consistent with Oregon law, such representatives agree to continue to treat such information as confidential and make good faith efforts not to disclose such information</p>



12.5	Compliance by agents	The Franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise.
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STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 13-1308 FOR THE PURPOSE OF APPROVING A TRANSFER STATION FRANCHISE EXTENSION AND AUTHORIZING THE CHIEF OPERATING OFFICER TO ISSUE A MODIFIED FRANCHISE FOR PRIDE RECYCLING COMPANY

July 16, 2013

Prepared by:

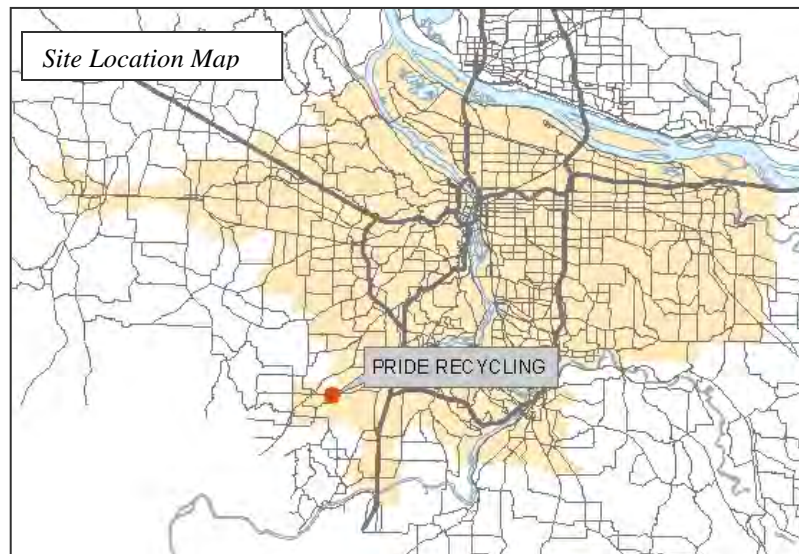
Warren Johnson 503-797-1657

Adoption of Ordinance No. 13-1308 will authorize the Chief Operating Officer (COO) to issue a modified Solid Waste Facility Franchise, substantially similar to the proposed franchise attached to this ordinance as Exhibit A, to Pride Recycling Company (Pride) which extends the franchise term, deletes the tonnage authorization growth allowance, and updates the facility's insurance requirements.

This proposed ordinance is part of a package of ordinances to extend the term of the franchises for all of the privately-owned transfer stations¹ and modify certain transfer station provisions in Metro Code Chapter 5.01.² The Council is scheduled to consider this package of ordinances at its meetings on July 25 and August 1, 2013. In total, these proposed items are intended to: 1) provide interim clarity for the region's solid waste system; 2) allow for general market continuity; and 3) create minimal disruption while the future course for the solid waste system is being considered.

BACKGROUND

Metro's major solid waste contracts (operations,³ transport, and disposal) will expire at the end of 2019. In an effort to shape the future system to better attain public benefits and improved sustainability, Metro is undertaking an effort (known as the "Solid Waste Roadmap") to plan for the future of the regional solid waste system. A major component of this effort is to take a broad look at the role, configuration, and services offered by publically and privately-owned transfer stations (known as the "Transfer Station Configuration Project").



¹ Willamette Resources, Inc. (Ord. No. 13-1307), Pride Recycling Company (Ord. No. 13-1308), Troutdale Transfer Station (Ord. No. 13-1309), and Forest Grove Transfer Station (Ord. No. 13-1310).

² Metro Code Chapter 5.01 amendments (Ord. No. 13-1306)

³ Metro's transfer station operations contracts expire in March 2017, but can be extended until the end of 2019.

APPLICANT

The applicant, Pride, is the owner and operator of an existing solid waste facility located at 13910 SW Tualatin-Sherwood Road in Sherwood (Metro Council District 3). Pride commenced operation in 1991 as a reload and material recovery facility. The facility currently holds a Metro-issued franchise⁴ to operate a transfer station authorized



to receive putrescible waste, perform material recovery on non-putrescible waste, and accept source-separated recyclable materials. The current franchise became effective on January 1, 2009 and it is set to expire on December 31, 2013.

Pride was authorized to annually accept up to 70,000 tons of putrescible waste generated from within the Metro region during calendar years 2009 through 2011. Pride later applied for and obtained a five percent tonnage increase (3,500 tons) from Metro for calendar year 2012 – which increased its tonnage limit up to 73,500 tons for that year. However, Pride did not use any of the additional tonnage authorization that was granted.⁵ Pride's tonnage limit subsequently reverted back to 70,000 tons for calendar year 2013.

FRANCHISE MODIFICATION

The proposed franchise (Exhibit A to Ordinance No. 13-1308) includes updated facility information and three modified conditions as described below. All of these proposed conditions are also included in all of the modified franchises for the other privately-owned transfer stations identified in this report.

1. Term Extension - Section 1.5 of the proposed franchise has been modified to extend the term of the franchise by two years to expire at midnight on December 31, 2015.
2. Tonnage Allowance - The "Tonnage Authorization Growth Allowance" condition (Section 4.3 of the current franchise) has been deleted from the proposed franchise to coincide with the proposed changes to Metro Code Chapter 5.01.⁶ The modified franchise for Pride would carry forward the facility's current annual tonnage limit (70,000 tons) and continue it for each of the next two calendar years until December 31, 2015.

⁴ Metro Solid Waste Facility Franchise No. F-002-08A

⁵ Pride received 69,373 tons of Metro-area putrescible waste in 2012

⁶ Ord. No. 13-1306

3. Insurance Requirements - Section 9.0 of the proposed franchise has been updated to include standardized insurance language and increased coverage requirements as required for all Metro-regulated facilities. Specifically, the proposed franchise requires that the facility maintain insurance coverage at a minimum of \$1,000,000 per occurrence (increased up from the \$500,000 per occurrence amount specified in the current franchise).

ANALYSIS / INFORMATION

1. Known Opposition

There is no known opposition to the proposed franchise modifications.

2. Legal Antecedents

Current provisions of Metro Code Chapter 5.01, entitled “Solid Waste Facility Regulation.” In particular:

- Metro Code Section 5.01.045(b) stipulates that a Solid Waste Facility Franchise shall be required for the person operating a transfer station.
- Metro Code Section 5.01.087(b) stipulates that the Metro Council shall approve or deny renewals of Solid Waste Facility Franchises.

3. Anticipated Effects

This proposed franchise extension is one of several items currently under consideration by Metro Council. In total, these actions combined are intended to provide additional clarity, maintain market continuity, and minimize disruption to the region’s solid waste system for the next two years. These actions will allow industry, stakeholders, staff, and Council to focus attention on the Solid Waste Roadmap.

4. Budget Impacts

Ordinance No. 13-1308 authorizes a two-year term extension, deletes a tonnage growth allowance, and updates certain insurance requirements in an existing solid waste facility franchise. Since this action largely extends the status quo for two years, the financial impact of this proposed franchise has already been factored into the budget.

RECOMMENDED ACTION

Based on the information provided above and the analysis provided in this report, the COO recommends that the Metro Council adopt Ordinance No. 13-1308. Approval of this ordinance will authorize the COO to issue a modified franchise to Pride extending the term until December 31, 2015 subject to conditions which are incorporated into the proposed franchise attached to this ordinance as Exhibit A.

WJ:bjl
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Queue

Agenda Item No. 4.4

Ordinance No. 13-1309, For Purpose of Approving a Transfer
Station Franchise Extension and Authorizing the Chief
Operating Officer to Issue a Modified Franchise For Troutdale
Transfer Station.

Ordinance – First Reading

Metro Council Meeting
Thursday, July 25, 2013
Metro, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A	)	ORDINANCE NO. 13-1309
TRANSFER STATION FRANCHISE EXTENSION)	
AND AUTHORIZING THE CHIEF OPERATING	)	Introduced by Martha J. Bennett,
OFFICER TO ISSUE A MODIFIED FRANCHISE	)	Chief Operating Officer, with the concurrence
FOR TROUTDALE TRANSFER STATION	)	of Tom Hughes, Council President

WHEREAS, Metro Code Section 5.01.045(b)(2) stipulates that a Metro Solid Waste Facility Franchise shall be required for a person owning or controlling a facility that operates a Transfer Station; and

WHEREAS, Waste Management of Oregon, Inc. operates the Troutdale Transfer Station and holds Metro Solid Waste Facility Franchise Number F-001-08B, which will expire on December 31, 2013; and

WHEREAS, Metro Code Section 5.01.070(k) stipulates that the term of a new or renewed franchise shall not be more than five years; and

WHEREAS, Metro is engaged in the Solid Waste Roadmap, which includes a project that will address the future role and configuration of solid waste facilities in the Metro region; and

WHEREAS, the Chief Operating Officer recommends that the franchise be extended two years, to maintain continuity in the transfer station system pending completion of the solid waste facility configuration project; and

WHEREAS, the Chief Operating Officer recommends additional modifications, including a revised insurance provision and a limit on the amount of solid waste accepted by the facility; and

WHEREAS, the Metro Council finds that the proposed amendments are in the public interest; and

WHEREAS, the Metro Council finds that the terms, conditions, and limitations contained in Exhibit A to this Ordinance are appropriate; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The transfer station franchise amendments for Troutdale Transfer Station is approved subject to the terms, conditions, and limitations contained in Exhibit A.
2. The Chief Operating Officer is authorized to issue to Waste Management of Oregon, Inc. a modified Solid Waste Facility Franchise for Troutdale Transfer Station substantially similar to the one attached as Exhibit A.

ADOPTED by the Metro Council this [insert date] day of [insert month] 2013.

Tom Hughes, Council President

Attest:

Approved as to Form:

Kelsey Newell, Recording Secretary

Alison Kean Campbell, Metro Attorney



METRO

SOLID WASTE FACILITY FRANCHISE No. F-001-08C

FRANCHISEE:	FACILITY NAME AND LOCATION:
Waste Management of Oregon, Inc. 869 NW Eastwind Drive Troutdale, Oregon 97060 Tel. (503) 640-9427 Fax. (503) 648-3942	Troutdale Transfer Station 869 NW Eastwind Drive Troutdale, Oregon 97060 Tel. (503) 667-5264 Fax. (503) 667-6237
OPERATOR:	PROPERTY OWNER:
Waste Management of Oregon, Inc. 3205 SE Minter Bridge Road Hillsboro, Oregon 97123 Tel. (503) 640-9427 Fax. (503) 648-3942	TDK Corp. 333 NE 3rd Gresham, Oregon 97030 Tel. (503) 665-3860

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-001-08B. Metro grants this franchise to the Franchisee named above. The Franchisee is authorized to operate and maintain a solid waste facility and to accept the solid wastes and perform the activities authorized by and subject to the conditions stated in this Franchise.

ISSUED BY METRO:

**FRANCHISEE'S
ACKNOWLEDGEMENT OF RECEIPT:**

Signature

Signature of Franchisee

Scott Robinson,
Deputy Chief Operating Officer
Print name and title

Print name and title

Date

Date



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1.0	ISSUANCE	
1.1	Franchisee	Waste Management of Oregon, Inc. 869 NW Eastwind Drive Troutdale, Oregon 97060 Tel. (503) 640-9427 Fax. (503) 648-3942
1.2	Corporate affiliation	Waste Management, Inc. 1001 Fannin, Suite 4000 Houston, Texas 77002
1.3	Contact	Dale Zoucha Phone: (503) 640-9427 ext. 241 e-mail: dzoucha@wm.com
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-001-08C.
1.5	Term	The term commences on January 1, 2009, and shall terminate on December 31, 2015, unless amended, modified, suspended, or revoked under the provisions of Section 11.0 of this franchise.
1.6	Renewal	The Franchisee may apply for a franchise renewal as provided in Metro Code Section 5.01.087.
1.7	Facility name and mailing address	Troutdale Transfer Station 869 NW Eastwind Drive Troutdale, Oregon 97060 Tel. (503) 667-5264 Fax. (503) 667-6237
1.8	Operator	Waste Management of Oregon, Inc. 3205 SE Minter Bridge Road Hillsboro, Oregon 97123 Tel. (503) 640-9427 Fax. (503) 648-3942
1.9	Facility premises description	Tax Lot Identification No. 1N3E27A -00103, City of Troutdale, Multnomah County, State of Oregon
1.10	Property owner	TDK Corp. 333 NE 3rd Gresham, Oregon 97030 Tel. (503) 665-3860



1.11	Permission to operate	Franchisee warrants that it has obtained the property owner's consent to operate the facility as specified in this franchise.
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2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This franchise shall not vest any right or privilege in the Franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise.
2.2	Non-exclusive franchise	This franchise shall not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
2.3	Property rights	This franchise does not convey any property rights in either real or personal property.
2.4	Amendment and modification	Except as provided in Section 11.0 of this franchise, no amendment or modification shall be effective unless approved by the Metro Council.
2.5	No recourse	The Franchisee shall have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	Indemnification	The Franchisee shall indemnify Metro, the Council, the Chief Operating Officer (the "COO"), and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense including attorney's fees, or liability related to or arising out of the granting of this franchise or the Franchisee's performance of or failure to perform any of its obligations under the Franchise or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.
2.7	Binding nature	This franchise is binding on the Franchisee. The Franchisee is liable for all acts and omissions of the Franchisee's contractors and agents.
2.8	Waivers	To be effective, a waiver of any terms or conditions of this franchise must conform with Section 11.0 and be in writing and signed by the COO.



2.9	Effect of waiver	Waiver of a term or condition of this franchise shall not waive nor prejudice Metro's right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.10	Choice of law	The franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.11	Enforceability	If a court of competent jurisdiction determines that any provision of this franchise is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this franchise shall not be affected.
2.12	Franchise not a waiver	This franchise does not relieve any owner, operator, or the Franchisee from the obligation to obtain all required permits, franchises, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.13	Franchise not limiting	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.14	Definitions	Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.01.

3.0	AUTHORIZATIONS	
3.1	Purpose	This section of the franchise describes the wastes that the Franchisee is authorized to accept at the facility and the waste-related activities the Franchisee is authorized to perform at the facility.
3.2	General conditions on solid waste	The Franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The Franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.
3.3	General conditions on activities	The Franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
3.4	Acceptance and management of putrescible solid waste	1. The Franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2 of this franchise. The Franchisee also is authorized to accept putrescible



		<p>waste for material recovery.</p> <ol style="list-style-type: none">2. The Franchisee shall receive, manage, store, reload, and transfer all putrescible waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers.3. The Franchisee is authorized to accept putrescible waste generated inside the Metro region only from persons who are franchised or permitted by a local government unit to collect and haul putrescible waste.
3.5	Acceptance and management of mixed non-putrescible solid waste	<ol style="list-style-type: none">1. The Franchisee is authorized to accept mixed non-putrescible solid waste for material recovery.2. The Franchisee shall receive, sort, store, reload, and transfer all mixed non-putrescible solid waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides. Unusually large vehicles, for example 30-foot tippers, may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.3. The Franchisee is authorized to accept mixed non-putrescible waste from all customers including public self-haul.
3.6	Material recovery required	<ol style="list-style-type: none">1. The Franchisee shall perform material recovery on mixed non-putrescible wastes at no less than the minimum level stipulated in Metro Code Chapter 5.01 or shall reload and transfer such waste to a facility authorized by Metro to perform material recovery.2. The Franchisee shall ensure that the facility is designed and operated so that materials are recovered in a timely manner and that the reloading and transfer of non-putrescible waste to a Metro-authorized material recovery facility is conducted rapidly and efficiently while protecting the quality of non-putrescible waste that has not yet undergone material recovery.3. The Franchisee shall take quarterly samples of processing residual, when generated at the facility, that are statistically valid and representative of the facility's residual. Each sample required by this section shall weigh at least 300 pounds.



3.7	Management of processing residual from material recovery	The Franchisee shall store, reload, and transfer all non-putrescible waste processing residual on an impervious surface and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers.
3.8	Acceptance of source-separated recyclable materials	<ol style="list-style-type: none">1. The Franchisee shall provide a place for collecting source-separated recyclable materials on the facility premises.2. The Franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.
3.9	Acceptance of yard debris	The Franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.10	Acceptance of source-separated food waste	The Franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.
3.11	Acceptance of untreated wood	The Franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The Franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.12	Acceptance of painted and treated wood	The Franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful as described in an operating plan and approved in writing by the COO. The Franchisee shall not use or incorporate



		painted or treated wood into mulch, animal bedding, compost feedstock, or any other product unless otherwise described in an operating plan and approved in writing by the COO.
3.13	Acceptance of electronics devices	The Franchisee is authorized to accept source-separated electronic devices for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer, and other similar functions related to preparing these materials for reuse, recycling, or disposal as required by the Oregon Department of Environmental Quality (DEQ).
3.14	Acceptance of inert material	The Franchise is authorized to accept inert materials for purposes of classifying, consolidating, transfer, and other similar functions related to preparing these materials for useful purposes.

4.0	LIMITATIONS AND PROHIBITIONS	
4.1	Purpose	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
4.2	Tonnage authorization	The Franchisee is authorized to accept up to 70,000 tons of putrescible waste generated inside the Metro region within each calendar year. The Franchisee shall not accept solid waste generated outside the Metro region if to do so would limit the Franchisee from accepting 70,000 tons of putrescible waste, or any non-putrescible waste, generated inside the Metro region.
4.3	Prohibited waste	The Franchisee shall not knowingly receive, process, reload, or dispose of any solid waste not authorized by this franchise. The Franchisee shall not knowingly accept or retain any material amounts of the following types of waste: materials contaminated with or containing friable asbestos; lead acid batteries; liquid waste for disposal; vehicles; infectious, biological or pathological waste; radioactive waste; hazardous waste; or any waste prohibited by the DEQ.
4.4	Prohibition on mixing	<ol style="list-style-type: none">1. The Franchisee shall not mix or commingle any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any unprocessed solid wastes or solid wastes destined for disposal.2. The Franchisee shall not mix or commingle putrescible



		<p>solid waste with non-putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.</p> <p>3. The Franchisee shall not mix or commingle non-putrescible solid waste with putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.</p>
4.5	Prohibition of size reduction on non-putrescible waste	<p>The Franchisee shall not crush, grind or otherwise reduce the size of non-putrescible waste except when such size reduction constitutes a specific step in the facility's material recovery operations, reload operations, or processing residual consolidation or loading operations, and such size reduction is described and approved by the COO in an operating plan.</p>
4.6	No disposal of recyclable materials	<p>The Franchisee shall not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.</p>
4.7	Composting prohibited	<p>The Franchisee shall not keep yard debris on site long enough for more than negligible biological decomposition to begin.</p>
4.8	Limits not exclusive	<p>This franchise shall not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit.</p>

5.0	OPERATING CONDITIONS	
5.1	Purpose and general performance goals	<p>This section of the franchise describes criteria and standards for the operation of the facility. The Franchisee shall operate in a manner that meets the following general performance goals:</p> <ul style="list-style-type: none">a) Environment. The Franchisee shall design and operate the facility to preclude the creation of undue threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste, asbestos and other prohibited wastes.b) Health and safety. The Franchisee shall design and operate the facility to preclude the creation of conditions that may degrade public health and safety including, but not limited to, fires, vectors,



		<p>pathogens and airborne debris.</p> <p>c) Nuisances. The Franchisee shall design and operate the facility to preclude the creation of nuisance conditions including, but not limited to, litter, dust, odors, and noise.</p>
5.2	Qualified operator	<ol style="list-style-type: none">1. The Franchisee shall, during all hours of operation, provide an operating staff employed by the facility and qualified and competent to carry out the functions required by this franchise and to otherwise ensure compliance with Metro Code Chapter 5.01.2. Facility personnel, as relevant to their job duties and responsibilities, shall be familiar with the relevant provisions of this franchise and the relevant procedures contained within the facility's operating plan.3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.
5.3	Fire prevention	<p>The Franchisee shall provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and the isolation of potential heat sources and/or flammables from processing and storage areas.</p>
5.4	Adequate vehicle accommodation	<p>The Franchisee shall:</p> <ol style="list-style-type: none">a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. Access roads shall be maintained to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles shall not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.c) Post signs to inform customers not to queue on public roadways.d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarpping of loads.



5.5	Managing prohibited wastes	<ol style="list-style-type: none">1. The Franchisee shall reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when unknowingly received.2. The Franchisee shall implement a load-checking program to prevent the acceptance of waste that is prohibited by the franchise. This program must include at a minimum:<ol style="list-style-type: none">a) Visual inspection. As each load is tipped, a qualified operator shall visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas shall be covered and enclosed to prevent leaking and contamination.c) Record maintenance. Records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste shall be maintained in the operating record and be available for review by Metro.3. Upon discovery, the Franchisee shall remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and procedures established in the operating plan. All such wastes the Franchisee unknowingly receives shall be removed from the site and transported to an appropriate destination within 90 days of receipt, unless required to be removed earlier by the DEQ or local government.
5.6	Storage and exterior stockpiles	<p>The Franchisee shall:</p> <ol style="list-style-type: none">a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;b) Maintain storage areas in an orderly manner and keep the areas free of litter;c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; andd) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).



5.7	Dust, airborne debris and litter	<p>The Franchisee shall operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and shall prevent its migration beyond property boundaries. The Franchisee shall:</p> <ul style="list-style-type: none">a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit;c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site;d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; andf) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, shall be permitted access to the premises of the facility for the purpose of making contact with individuals they have observed transporting uncovered loads of solid waste or recyclable materials on a public road right-of-way in violation of Section 5.09.040 of the Metro Code.
5.8	Odor	<ol style="list-style-type: none">1. The Franchisee shall operate the facility in a manner that prevents the generation of odors that are detectable off-site.2. The Franchisee shall establish and follow procedures in the operating plan for minimizing odor at the facility.
5.9	Vectors (e.g. birds, rodents, insects)	<ol style="list-style-type: none">1. The Franchisee shall operate the facility in a manner that is not conducive to the harborage of rodents, birds, insects, or other vectors capable of transmitting, directly



		<p>or indirectly, infectious diseases to humans or from one person or animal to another.</p> <p>2. If vectors are present or detected at the facility, the Franchisee shall implement vector control measures.</p>
5.10	Noise	<p>The Franchisee shall operate the facility in a manner that prevents the creation of noise sufficient to cause adverse off-site impacts and to the extent necessary to meet applicable regulatory standards and land-use regulations.</p>
5.11	Water contaminated by solid waste and solid waste leachate	<p>The Franchisee shall operate the facility consistent with an approved DEQ stormwater management plan or equivalent and shall:</p> <ul style="list-style-type: none">a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; andb) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.
5.12	Access control	<ul style="list-style-type: none">1. The Franchisee shall control access to the facility as necessary to prevent unauthorized entry and dumping.2. The Franchisee shall maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
5.13	Signage	<p>The Franchisee shall post signs at all public entrances to the facility, and in conformity with local government signage regulations. These signs shall be easily and readily visible, and legible from off-site during all hours and shall contain at least the following information:</p> <ul style="list-style-type: none">a) Name of the facility;b) Address of the facility;c) Emergency telephone number for the facility;d) Operating hours during which the facility is open for the receipt of authorized waste;e) Fees and charges;f) Metro's name and telephone number (503) 234-3000;g) A list of authorized and prohibited wastes;h) Vehicle / traffic flow information or diagram;i) Covered load requirements; and



		j) Directions not to queue on public roadways.
5.14	Nuisance complaints	<ol style="list-style-type: none">1. The Franchisee shall respond to all nuisance complaints in timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and shall keep a record of such complaints and any action taken to respond to the complaints, including actions to remedy the conditions that caused the complaint.2. If the facility receives a complaint, the Franchisee shall:<ol style="list-style-type: none">a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); andb) Log all such complaints as provided by the operating plan. Each log entry shall be retained for one year and shall be available for inspection by Metro.
5.15	Access to franchise document	The Franchisee shall maintain a copy of this franchise on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it.

6.0	OPERATING PLAN	
6.1	Purpose	This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
6.2	Plan compliance	The Franchisee must operate the facility in accordance with an operating plan approved in writing by the COO. The operating plan must include sufficient detail to demonstrate that the facility will be operated in compliance with this franchise. The Franchisee may amend or revise the operating plan from time to time, subject to written approval by the COO.
6.3	Plan maintenance	The Franchisee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The Franchisee must submit amendments and revisions of the operating plan to the COO for written approval prior to implementation.



6.4	Access to operating plan	The Franchisee shall maintain a copy of the operating plan on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.
6.5	Procedures for inspecting loads	The operating plan shall establish: <ul style="list-style-type: none">a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;b) Procedures for identifying incoming and outgoing loads for waste classifications;c) A set of objective criteria for accepting and rejecting loads; andd) An asbestos testing protocol for all materials that appear to contain friable asbestos.
6.6	Procedures for processing and storage of loads	The operating plan shall establish procedures for: <ul style="list-style-type: none">a) Processing authorized solid wastes;b) Reloading and transfer of authorized solid wastes;c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;d) Storing authorized solid wastes; ande) Minimizing storage times and avoiding delay in processing of authorized solid wastes.
6.7	Procedures for managing prohibited wastes	The operating plan shall establish procedures for managing, reloading, and transferring to appropriate facilities or disposal sites each of the prohibited or unauthorized wastes if they are discovered at the facility. In addition, the operating plan shall establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.
6.8	Procedures for odor prevention	The operating plan shall establish procedures for preventing objectionable odors generated at the facility from being detected off the premises of the facility. The plan must include: <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; andb) Procedures for receiving and recording odor



		complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.
6.9	Procedures for dust prevention	<p>The operating plan shall establish procedures for preventing dust from blowing off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage dust of any derivation; andb) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.
6.10	Procedures for emergencies	<p>The operating plan shall establish procedures to be followed in case of fire or other emergency.</p>
6.11	Procedures for nuisance complaints	<ul style="list-style-type: none">1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the Franchisee shall record:<ul style="list-style-type: none">a) The nature of the complaint;b) The date the complaint was received;c) The name, address and telephone number of the person or persons making the complaint; andd) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).2. The Franchisee shall make records of such information available to Metro upon request. The Franchisee shall retain each complaint record for a period of not less than one year.
6.12	Closure protocol	<p>The Franchisee shall establish protocol for closure and restoration of the site in the event of a long-term cessation of operations as provided in Metro Code Section 5.01.060(c)(3).</p>
6.13	Financial assurance	<p>The Franchisee shall maintain financial assurance in the amount of \$25,000 for the cost of the facility's closure and maintain such financial assurance in a form approved by Metro for the term of this franchise.</p>



7.0 FEES AND RATE SETTING		
7.1	Purpose	This section of the franchise specifies fees payable by the Franchisee, and describes rate regulation by Metro.
7.2	Annual fee	The Franchisee shall pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
7.3	Rates not regulated	The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.
7.4	Metro fee and tax imposed on disposal	The Franchisee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.

8.0 RECORD KEEPING AND REPORTING		
8.1	Purpose	This section of the franchise describes record keeping and reporting requirements. The Franchisee shall effectively monitor facility operation and maintain accurate records of the information described in this section.
8.2	Reporting requirements	<ol style="list-style-type: none">1. For all solid waste and materials the Franchisee is authorized to receive under Section 3.0 of this franchise, the Franchisee shall keep and maintain accurate records of the amount of such materials the Franchisee receives, recovers, recycles, reloads, and disposes.2. The Franchisee shall keep and maintain complete and accurate records of the following for all transactions:<ol style="list-style-type: none">a) Ticket Number (should be the same as the ticket number on the weight slips);b) Customer account numbers identifying incoming customers and outgoing destinations;c) Description whether the load was incoming to the facility or outgoing from the facility;d) Material Category: Code designating the following types of material (more detail, such as differentiating yard debris, is acceptable): (1) incoming source-separated recyclable materials by type; (2) incoming non-putrescible waste; (3) incoming putrescible waste (4) outgoing recyclable



		<p>materials by type; (5) outgoing non-putrescible waste; (6) outgoing putrescible waste;</p> <p>e) Origin: Code designating the following origin of material: (1) from inside Metro boundaries; (2) from within Multnomah, Clackamas and Washington Counties but outside Metro boundaries; and (3) from another location outside Metro boundaries:</p> <ul style="list-style-type: none">i. Any load containing any amount of waste from within the Metro region shall be reported as if the entire load was generated from inside the Metro region.ii. If the Franchisee elects to report all loads delivered to the facility as being generated from inside the Metro region, then the Franchisee is not required to designate the origin of loads as described above in Subsections (e)(2) and (e)(3). <p>f) Date the load was received at, transferred within, or transmitted from the facility;</p> <p>g) Time the load was received at, transferred within, or transmitted from the facility;</p> <p>h) Indicate whether Franchisee accepted or rejected the load;</p> <p>i) Net weight of the load; and</p> <p>j) The fee charged to the generator of the load.</p>
8.3	Record transmittals	Franchisee shall transmit to Metro records required under Section 8.0 and the corresponding summary report derived from such records no later than fifteen days following the end of each month in a format prescribed by Metro.
8.4	Material recovery reporting	The Franchisee shall provide the results of its quarterly sampling of processing residual, as provided in Section 3.6 of this franchise, to Metro as a component of its monthly report no later than fifteen days following the end of the each quarter in a format prescribed by Metro.
8.5	Account number listing	Within five business days of Metro's request, Franchisee shall provide Metro with a listing that cross-references the account numbers used in the transaction database with the company's name and address.
8.6	Transactions based on scale weights	Except for minimum fee transactions for small, lightweight loads, the Franchisee shall record each inbound and outbound transaction electronically based on actual and accurate scale weights using the Franchisee's on-site



		scales.
8.7	DEQ submittals	The Franchisee shall provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this franchise within two business days of providing such information to DEQ.
8.8	Copies of enforcement actions provided to Metro	The Franchisee shall ensure Metro receives copies of any notice of violation or noncompliance, citation, or any other similar enforcement actions issued to the Franchisee by any federal, state, or local government other than Metro, and related to the operation of the facility.
8.9	Unusual occurrences	<ol style="list-style-type: none">1. The Franchisee shall keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.2. If a breakdown of the Franchisee's equipment occurs that will substantially impact the ability of the facility to remain in compliance, or create off-site impacts, the Franchisee shall notify Metro within 24 hours.3. The Franchisee shall report any facility fires, accidents, emergencies, and other significant incidents to Metro within 12 hours of the discovery of their occurrence.
8.10	Changes in ownership	<ol style="list-style-type: none">1. Any change in control of Franchisee or the transfer of a controlling interest of Franchisee shall require prior written notice to Metro. "Transfer of a controlling interest of Franchisee" includes without limitation the transfer of 10% or more of the ownership of Franchisee to or from a single entity. Metro may modify this franchise under Section 11.3 to require the new ownership of Franchisee to assume all the rights and obligations of this franchise.2. The Franchisee may not lease, assign, mortgage, sell, or otherwise transfer control of the franchise unless the Franchisee follows the requirements of Metro Code Section 5.01.090.

9.0	INSURANCE REQUIREMENTS	
9.1	Purpose	This section describes the types of insurance that the Franchisee shall purchase and maintain at the



		Franchisee's expense, covering the Franchisee, its employees, and agents. The Franchisee shall provide Metro with documentation demonstrating that it holds all of the required insurance coverage described in Section 9.0 of this franchise.
9.2	General liability	The Franchisee shall carry the most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro.
9.3	Automobile	The Franchisee shall carry automobile bodily injury and property damage liability insurance.
9.4	Coverage	Insurance coverage shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.
9.5	Additional insureds	Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED.
9.6	Worker's Compensation Insurance	The Franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If the Franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
9.7	Notification	The Franchisee shall give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

10.0	ENFORCEMENT	
10.1	Generally	Enforcement of this franchise shall be as specified in Metro Code Chapter 5.01.
10.2	Authority vested in Metro	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise shall at



		all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such requirements against Franchisee.
10.3	No enforcement limitations	This franchise shall not be construed to limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor shall this franchise be construed or interpreted so as to limit or preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any person or persons within the District, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the Franchisee's operation of the facility.
10.4	Penalties	Each violation of a franchise condition shall be punishable by penalties as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.

11.0	AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION	
11.1	Amendment by agreement	At any time during the term of the franchise, either the COO or the Franchisee may propose amendments to this franchise. If either the COO or the Franchisee proposes amendments to this franchise, both parties shall make good faith efforts to arrive at consensus on the intent and implementing language of said amendments.
11.2	Amendment by Metro Council action	<p>Except as provided in Section 11.3, the provisions of this franchise shall remain in effect unless the Metro Council:</p> <ul style="list-style-type: none">a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this Franchisee is a member; andb) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance. <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the Franchisee provides evidence that the amendment will result in significant capital cost to the Franchisee, the Metro Council will include capital cost and the ability of the</p>



		Franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.
11.3	Modification, suspension or revocation by Metro for cause	<p>The COO may, at any time before the expiration date, modify, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none">a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;c) Failure to disclose fully all relevant facts;d) A significant release into the environment from the facility;e) Significant change in the character of solid waste received or in the operation of the facility;f) Any change in ownership or control;g) A request from the local government stemming from impacts resulting from facility operations; andh) Compliance history of the Franchisee.

12.0	GENERAL OBLIGATIONS	
12.1	Compliance with law	<p>The Franchisee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this franchise, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.01 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the facility by federal, state, regional or local governments or agencies having jurisdiction over the facility shall be deemed part of this franchise as if specifically set forth herein. Such conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time of the issuance of the franchise but not cited or attached, and permits or conditions issued or modified during the term of the franchise.</p>



12.2	Deliver waste to appropriate destinations	The Franchisee shall ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code Chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.
12.3	Right of inspection and audit	<p>1. Authorized representatives of Metro may take photographs, collect samples of materials, and perform such inspection or audit as the COO deems appropriate, and shall be permitted access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times upon giving reasonable advance notice (not less than 24 hours). Metro inspection reports, including site photographs, are public records subject to disclosure under Oregon Public Records Law. Subject to the confidentiality provisions in Section 12.5 of this franchise, Metro's right to inspect shall include the right to review all information from which all required reports are derived including all books, maps, plans, income tax returns, financial statements, contracts, and other similar written materials of Franchisee that are directly related to the operation of the facility.</p> <p>2. The Franchisee shall permit access to the facility premises to authorized representatives of Metro, including personnel on contract to Metro, at all reasonable times during business hours with or without notice to determine whether the Franchisee meets the minimum level of recovery as provided in Section 3.6 of this franchise. The Franchisee shall provide:</p> <ul style="list-style-type: none">a) Access to all areas where it generates, manages, stores, and reloads processing residual, including without limitation to transfer vehicles;b) Access to facility personnel and equipment to collect, segregate, contain, and weigh individual samples of processing residual; andc) A safe, covered location away from working areas and vehicle traffic where authorized representatives of Metro may conduct an analysis of the Franchisee's processing residual.
12.4	Confidential information	The Franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the Franchisee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro.



		<p>The Franchisee shall prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro shall treat as confidential any information so marked and will make a good faith effort not to disclose such information unless Metro's refusal to disclose such information would be contrary to applicable Oregon law, including, without limitation, ORS Chapter 192. Within five (5) days of Metro's receipt of a request for disclosure of information identified by Franchisee as confidential, Metro shall provide Franchisee written notice of the request. The Franchisee shall have three (3) days within which time to respond in writing to the request before Metro determines, at its sole discretion, whether to disclose any requested information. The Franchisee shall pay any costs incurred by Metro as a result of Metro's efforts to remove or redact any such confidential information from documents that Metro produces in response to a public records request. This Section 12.0 shall not limit the use of any information submitted to or reviewed by Metro for regulatory purposes or in any enforcement proceeding. In addition, Metro may share any confidential information with representatives of other governmental agencies provided that, consistent with Oregon law, such representatives agree to continue to treat such information as confidential and make good faith efforts not to disclose such information</p>
12.5	Compliance by agents	<p>The Franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise.</p>

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 13-1309 FOR THE PURPOSE OF APPROVING A TRANSFER STATION FRANCHISE EXTENSION AND AUTHORIZING THE CHIEF OPERATING OFFICER TO ISSUE A MODIFIED FRANCHISE FOR TROUTDALE TRANSFER STATION

July 16, 2013

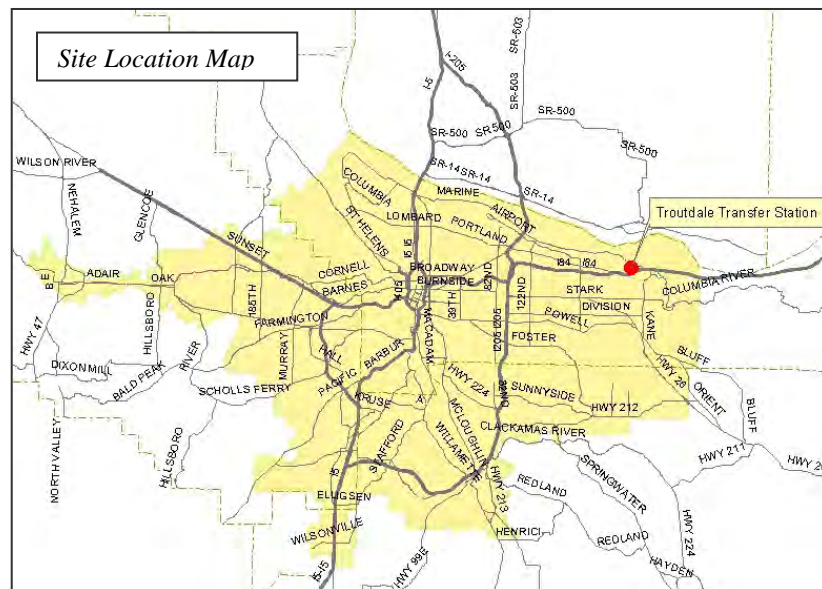
Prepared by:
Warren Johnson 503-797-1657

Adoption of Ordinance No. 13-1309 will authorize the Chief Operating Officer (COO) to issue a modified Solid Waste Facility Franchise, substantially similar to the proposed franchise attached to this ordinance as Exhibit A, to Waste Management of Oregon, Inc. (WMO) which extends the franchise term, deletes the tonnage authorization growth allowance section, and updates the insurance requirements for the Troutdale Transfer Station.

This proposed ordinance is part of a package of ordinances to extend the term of the franchises for all of the privately-owned transfer stations¹ and modify certain transfer station provisions in Metro Code Chapter 5.01.² The Council is scheduled to consider this package of ordinances at its meetings on July 25 and August 1, 2013. In total, these proposed items are intended to: 1) provide interim clarity for the region's solid waste system; 2) allow for general market continuity; and 3) create minimal disruption while the future course for the solid waste system is being considered.

BACKGROUND

Metro's major solid waste contracts (operations,³ transport, and disposal) will expire at the end of 2019. In an effort to shape the future system to better attain public benefits and improved sustainability, Metro is undertaking an effort (known as the "Solid Waste Roadmap") to plan for the future of the regional solid waste system. A major component of this effort is to take a broad look at the role, configuration, and services offered by publically and privately-owned transfer stations (known as the "Transfer Station Configuration Project").



¹ Willamette Resources, Inc. (Ord. No. 13-1307), Pride Recycling Company (Ord. No. 13-1308), Troutdale Transfer Station (Ord. No. 13-1309), and Forest Grove Transfer Station (Ord. No. 13-1310).

² Metro Code Chapter 5.01 amendments (Ord. No. 13-1306)

³ Metro's transfer station operations contracts expire in March 2017, but can be extended until the end of 2019.

APPLICANT

The applicant, WMO, is the owner and operator of a waste facility located at 869 NW East Troutdale Transfer Station commenced operations. The facility currently holds a Metro-issued permit to receive putrescible waste, reload and accept source-separated recyclable materials. The permit expires on January 1, 2009 and it is set to expire on January 1, 2012.

Troutdale Transfer Station was authorized to receive waste generated from within the Metro area. The facility later applied for and obtained a five-year permit for the calendar year 2012 – which increases the facility's tonnage limit subsequently.

Aerial photo of facility



FRANCHISE MODIFICATION

The proposed franchise (Exhibit A to Ordinance No. 13-1309) includes updated facility information and three modified conditions as described below. All of these proposed conditions are also included in all of the modified franchises for the other privately-owned transfer stations identified in this report.

1. Term Extension - Section 1.5 of the proposed franchise has been modified to extend the term of the franchise by two years to expire at midnight on December 31, 2015.
2. Tonnage Allowance - The “Tonnage Authorization Growth Allowance” condition (Section 4.3 of the current franchise) has been deleted from the proposed franchise to coincide with the proposed changes to Metro Code Chapter 5.01.⁶ The modified franchise for Troutdale Transfer Station would carry forward the facility's current annual tonnage limit (70,000 tons) and continue it for each of the next two calendar years until December 31, 2015.
3. Insurance Requirements - Section 9.0 of the proposed franchise has been updated to include standardized insurance language and increased coverage requirements as required for all Metro-regulated facilities. Specifically, the proposed franchise requires that the facility maintain insurance coverage at a minimum of \$1,000,000 per occurrence (increased up from the \$500,000 per occurrence amount specified in the current franchise).

ANALYSIS / INFORMATION

1. Known Opposition

⁴ Metro Solid Waste Facility Franchise No. F-001-08B

⁵ Troutdale Transfer Station received 72,487 tons of Metro-area putrescible waste in 2012

⁶ Ord. No. 13-1306

There is no known opposition to the proposed franchise modifications.

2. Legal Antecedents

Current provisions of Metro Code Chapter 5.01, entitled “Solid Waste Facility Regulation.” In particular:

- Metro Code Section 5.01.045(b) stipulates that a Solid Waste Facility Franchise shall be required for the person operating a transfer station.
- Metro Code Section 5.01.087(b) stipulates that the Metro Council shall approve or deny renewals of Solid Waste Facility Franchises.

3. Anticipated Effects

This proposed franchise extension is one of several items currently under consideration by Metro Council. In total, these actions combined are intended to provide additional clarity, maintain market continuity, and minimize disruption to the region’s solid waste system for the next two years. These actions will allow industry, stakeholders, staff, and Council to focus attention on the Solid Waste Roadmap.

4. Budget Impacts

Ordinance No. 13-1309 authorizes a two-year term extension, deletes the tonnage growth allowance section, and updates certain insurance requirements in an existing solid waste facility franchise. Since this action largely extends the status quo for two years, the financial impact of this proposed franchise has already been factored into the budget.

RECOMMENDED ACTION

Based on the information provided above and the analysis provided in this report, the COO recommends that the Metro Council adopt Ordinance No. 13-1309. Approval of this ordinance will authorize the COO to issue a modified franchise to WMO extending the term of the Troutdale Transfer Station franchise until December 31, 2015 subject to conditions which are incorporated into the proposed franchise attached to this ordinance as Exhibit A.

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Agenda Item No. 4.5

Ordinance No. 13-1310, For Purpose of Approving a Transfer
Station Franchise Extension and Authorizing the Chief
Operating Officer to Issue a Modified Franchise For Forest
Grove Transfer Station.

Ordinance – First Reading

Metro Council Meeting
Thursday, July 25, 2013
Metro, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A	)	ORDINANCE NO. 13-1310
TRANSFER STATION FRANCHISE EXTENSION)	
AND AUTHORIZING THE CHIEF OPERATING	)	Introduced by Martha J. Bennett,
OFFICER TO ISSUE A MODIFIED FRANCHISE	)	Chief Operating Officer, with the concurrence
FOR THE FOREST GROVE TRANSFER STATION	)	of Tom Hughes, Council President

WHEREAS, Metro Code Section 5.01.045(b)(2) stipulates that a Metro Solid Waste Facility Franchise shall be required for the person owning or controlling a facility that operates a Transfer Station; and

WHEREAS, Waste Management of Oregon, Inc. operates Forest Grove Transfer Station and holds Metro Solid Waste Facility Franchise Number F-004-08, which will expire on December 31, 2013; and

WHEREAS, Metro Code Section 5.01.070(k) stipulates that the term of a new or renewed franchise shall not be more than five years; and

WHEREAS, Metro is engaged in the Solid Waste Roadmap, which includes a project that will address the future role and configuration of solid waste facilities in the Metro region; and

WHEREAS, the Chief Operating Officer recommends that the franchise be extended two years, to maintain continuity in the transfer station system pending completion of the solid waste facility configuration project; and

WHEREAS, the Chief Operating Officer recommends additional modifications, including a revised insurance provision and a limit on the amount of solid waste accepted by the facility; and

WHEREAS, the Metro Council finds that the proposed amendments are in the public interest; and

WHEREAS, the Metro Council finds that the terms, conditions, and limitations contained in Exhibit A to this Ordinance are appropriate; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The transfer station franchise amendments for Forest Grove Transfer Station are approved subject to the terms, conditions, and limitations contained in Exhibit A.
2. The Chief Operating Officer is authorized to issue to Waste Management of Oregon, Inc. a modified Solid Waste Facility Franchise for Forest Grove Transfer Station substantially similar to the one attached as Exhibit A.

ADOPTED by the Metro Council this [insert date] day of [insert month] 2013.

Tom Hughes, Council President

Attest:

Approved as to Form:

Kelsey Newell, Recording Secretary

Alison Kean Campbell, Metro Attorney

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232-2736
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METRO

SOLID WASTE FACILITY FRANCHISE No. F-004-08A

FRANCHISEE:	FACILITY NAME AND LOCATION:
Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822	Forest Grove Transfer Station 1525 B Street Forest Grove, Oregon 97116 Tel. (503) 992-3015 Fax. (503) 357-4822
OPERATOR:	PROPERTY OWNER:
Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-004-08. Metro grants this franchise to the Franchisee named above. The Franchisee is authorized to operate and maintain a solid waste facility and to accept the solid wastes and perform the activities authorized by and subject to the conditions stated in this franchise.

ISSUED BY METRO:

FRANCHISEE'S ACKNOWLEDGEMENT OF RECEIPT:

Signature

Signature of Franchisee

Scott Robinson,
Deputy Chief Operating Officer

Print name and title

Print name and title

Date

Date



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1.0	ISSUANCE	
1.1	Franchisee	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.2	Corporate affiliation	Waste Management, Inc. 1001 Fannin, Suite 4000 Houston, Texas 77002
1.3	Contact	Kirk Duncan Phone: (503) 992-3015 Fax: (503) 357-4822 E-mail: kduncan2@wm.com
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-004-08A.
1.5	Term	The term commences on January 1, 2009, and shall terminate on December 31, 2015, unless amended, modified, suspended, or revoked under the provisions of Section 11.0 of this franchise.
1.6	Renewal	The Franchisee may apply for a franchise renewal as provided in Metro Code Section 5.01.087.
1.7	Facility name and mailing address	Forest Grove Transfer Station 1525 B Street Forest Grove, Oregon 97116 Tel. (503) 992-3015 Fax. (503) 357-4822
1.8	Operator	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.9	Facility premises description	Tax Lot Identification No. 1S306BC09501, No. 1S306CB00500, and No. 1S306CB00600, City of Forest Grove, Washington County, State of Oregon



1.10	Property owner	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.11	Permission to operate	The Franchisee is the property owner.

2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This franchise shall not vest any right or privilege in the Franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise.
2.2	Non-exclusive franchise	This franchise shall not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
2.3	Property rights	This franchise does not convey any property rights in either real or personal property.
2.4	Amendment and modification	Except as provided in Section 11.0 of this franchise, no amendment or modification shall be effective unless approved by the Metro Council.
2.5	No recourse	The Franchisee shall have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	Indemnification	The Franchisee shall indemnify Metro, the Council, the Chief Operating Officer (the "COO"), and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense including attorney's fees, or liability related to or arising out of the granting of this franchise or the Franchisee's performance of or failure to perform any of its obligations under the Franchise or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.
2.7	Binding nature	This franchise is binding on the Franchisee. The Franchisee is liable for all acts and omissions of the Franchisee's contractors and agents.



2.8	Waivers	To be effective, a waiver of any terms or conditions of this franchise must conform with Section 11.0 and be in writing and signed by the COO.
2.9	Effect of waiver	Waiver of a term or condition of this franchise shall not waive nor prejudice Metro's right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.10	Choice of law	The franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.11	Enforceability	If a court of competent jurisdiction determines that any provision of this franchise is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this franchise shall not be affected.
2.12	Franchise not a waiver	This franchise does not relieve any owner, operator, or the Franchisee from the obligation to obtain all required permits, franchises, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.13	Franchise not limiting	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.14	Definitions	Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.01.

3.0	AUTHORIZATIONS	
3.1	Purpose	This section of the franchise describes the wastes that the Franchisee is authorized to accept at the facility and the waste-related activities the Franchisee is authorized to perform at the facility.
3.2	General conditions on solid waste	The Franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The Franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.
3.3	General conditions on activities	The Franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.



3.4	Acceptance and management of putrescible solid waste	<ol style="list-style-type: none">1. The Franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2 of this franchise. The Franchisee also is authorized to accept putrescible waste for material recovery.2. The Franchisee shall receive, manage, store, reload, and transfer all putrescible waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers. Public self-haul customers may tip waste outside, provided that such waste is tipped directly into watertight containers that are covered or tarped within 12 hours of receipt, or by the end of the business day, whichever is earlier.
3.5	Acceptance and management of mixed non-putrescible solid waste for reloading	<ol style="list-style-type: none">1. The Franchisee is authorized to accept loads of mixed non-putrescible solid waste for reload and transfer to a facility authorized by Metro to perform material recovery.2. Except as provided below in Subsections (a) and (b), the Franchise shall receive, sort, store, reload, and transfer all mixed non-putrescible solid waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides.<ol style="list-style-type: none">a. Unusually large vehicles, for example 30-foot tippers, may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.b. Public self-haul customers may tip waste outside, provided that such waste is tipped directly into watertight containers that are covered or tarped within 12 hours of receipt, or by the end of the business day, whichever is earlier.3. The Franchisee shall reload and remove all mixed non-putrescible waste from the site within 48 hours of receipt.
3.6	Origin of solid waste	The Franchisee shall accept authorized solid waste generated within the Metro boundary from any person who delivers such waste to the facility.
3.7	Household hazardous waste collection	The Franchisee shall provide opportunities for Metro to hold household hazardous waste collection events on-site at regular intervals and shall set aside a suitable area for that purpose.



3.8	Acceptance of source-separated recyclable materials	<p>1. The Franchisee shall provide an area for collecting source-separated recyclable materials without charge at the facility premises, or at another location more convenient to the population being served by the facility, on the days and at the times that the facility is normally open to the public for disposal of solid waste. For purposes of this Section 3.8, said source-separated recyclable materials shall include newspaper, ferrous scrap metal, non-ferrous scrap metal, used motor oil, corrugated cardboard and kraft paper, aluminum, container glass, high grade office paper, tin cans, and any other material that is added by the COO based on a change to Oregon Administrative Rules Section 340-090-0070(1) subsequent to the effective date of this franchise.</p> <p>2. The Franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.</p>
3.9	Acceptance of yard debris	<p>The Franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.</p>
3.10	Acceptance of source-separated food waste	<p>The Franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.</p>
3.11	Acceptance of untreated wood	<p>The Franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The Franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.</p>



3.12	Acceptance of painted and treated wood	The Franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO. The Franchisee shall not use or incorporate painted or treated wood into mulch, animal bedding, compost feedstock, or any other product unless otherwise described in an operating plan and approved in writing by the COO.
3.13	Acceptance of electronics devices	The Franchisee is authorized to accept source-separated electronic devices for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer, and other similar functions related to preparing these materials for reuse, recycling, or disposal as required by the Oregon Department of Environmental Quality (DEQ).
3.14	Acceptance of inert material	The Franchisee is authorized to accept inert materials for purposes of classifying, consolidating, transfer, and other similar functions related to preparing these materials for useful purposes.

4.0	LIMITATIONS AND PROHIBITIONS	
4.1	Purpose	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
4.2	Tonnage authorization	Effective January 1, 2014, the Franchisee is authorized to accept up to 125,000 tons of putrescible waste generated inside the Metro region within each calendar year. The Franchisee shall not accept solid waste generated outside the Metro region if to do so would limit the Franchisee from accepting 125,000 tons of putrescible waste, or any non-putrescible waste, generated inside the Metro region.
4.3	Prohibited waste	The Franchisee shall not knowingly receive, process, reload, or dispose of any solid waste not authorized by this franchise. The Franchisee shall not knowingly accept or retain any material amounts of the following types of waste: materials contaminated with or containing friable asbestos; lead acid batteries; liquid waste for disposal; vehicles; infectious, biological or pathological waste; radioactive waste; regulated hazardous waste; or any waste prohibited by the DEQ.



4.4	Prohibition on mixing	<ol style="list-style-type: none">1. The Franchisee shall not mix or commingle any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any unprocessed solid wastes or solid wastes destined for disposal.2. The Franchisee shall not mix or commingle putrescible solid waste with non-putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.3. The Franchisee shall not mix or commingle non-putrescible solid waste with putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.
4.5	Prohibition of size reduction on non-putrescible waste	The Franchisee shall not crush, grind or otherwise reduce the size of non-putrescible waste except when such size reduction constitutes a specific step in the facility's material recovery operations, reload operations, or processing residual consolidation or loading operations, and such size reduction is described and approved by the COO in an operating plan.
4.6	No disposal of recyclable materials	The Franchisee shall not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.7	Composting prohibited	The Franchisee shall not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.8	Limits not exclusive	This franchise shall not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit.

5.0	OPERATING CONDITIONS	
5.1	Purpose and general performance goals	<p>This section of the franchise describes criteria and standards for the operation of the facility. The Franchisee shall operate in a manner that meets the following general performance goals:</p> <ol style="list-style-type: none">a) Environment. The Franchisee shall design and operate the facility to preclude the creation of undue threats to the environment including, but not limited to,



		<p>stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste, asbestos and other prohibited wastes.</p> <p>b) Health and safety. The Franchisee shall design and operate the facility to preclude the creation of conditions that may degrade public health and safety including, but not limited to, fires, vectors, pathogens and airborne debris.</p> <p>c) Nuisances. The Franchisee shall design and operate the facility to preclude the creation of nuisance conditions including, but not limited to, litter, dust, odors, and noise.</p>
5.2	Qualified operator	<ol style="list-style-type: none">1. Except as described in an operating plan and approved in writing by the COO, the Franchisee shall, during all hours of operation, provide an operating staff employed by the facility and qualified and competent to carry out the functions required by this franchise and to otherwise ensure compliance with Metro Code Chapter 5.01.2. Facility personnel, as relevant to their job duties and responsibilities, shall be familiar with the relevant provisions of this franchise and the relevant procedures contained within the facility's operating plan.3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.
5.3	Fire prevention	<p>The Franchisee shall provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and the isolation of potential heat sources and/or flammables from processing and storage areas.</p>
5.4	Adequate vehicle accommodation	<p>The Franchisee shall:</p> <ol style="list-style-type: none">a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. Access roads shall be maintained to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles shall not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.



		<ul style="list-style-type: none">c) Post signs to inform customers not to queue on public roadways.d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarpping of loads.
5.5	Managing prohibited wastes	<ul style="list-style-type: none">1. The Franchisee shall reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when unknowingly received.2. The Franchisee shall implement a load-checking program to prevent the acceptance of waste that is prohibited by the franchise. This program must include at a minimum:<ul style="list-style-type: none">a) Visual inspection. As each load is tipped, a qualified operator shall visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas shall be covered and enclosed to prevent leaking and contamination.c) Record maintenance. Records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste shall be maintained in the operating record and be available for review by Metro.3. Upon discovery, the Franchisee shall remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and procedures established in the operating plan. All such wastes the Franchisee unknowingly receives shall be removed from the site and transported to an appropriate destination within 90 days of receipt, unless required to be removed earlier by the DEQ or local government.
5.6	Storage and exterior stockpiles	<p>The Franchisee shall:</p> <ul style="list-style-type: none">a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;b) Maintain storage areas in an orderly manner and keep the areas free of litter;c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; andd) Not stockpile recovered or source-separated materials



		for longer than 180 days (6 months).
5.7	Dust, airborne debris and litter	<p>The Franchisee shall operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and shall prevent its migration beyond property boundaries. The Franchisee shall:</p> <ul style="list-style-type: none">a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit;c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site;d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; andf) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, shall be permitted access to the premises of the facility for the purpose of making contact with individuals they have observed transporting uncovered loads of solid waste or recyclable materials on a public road right-of-way in violation of Section 5.09.040 of the Metro Code.
5.8	Odor	<ol style="list-style-type: none">1. The Franchisee shall operate the facility in a manner that prevents the generation of odors that are detectable off-site.2. The Franchisee shall establish and follow procedures in the operating plan for minimizing odor at the facility.
5.9	Vectors (e.g. birds, rodents, insects)	<ol style="list-style-type: none">1. The Franchisee shall operate the facility in a manner that is not conducive to the harborage of rodents, birds, insects, or other vectors capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal



		<p>to another.</p> <p>2. If vectors are present or detected at the facility, the Franchisee shall implement vector control measures.</p>
5.10	Noise	<p>The Franchisee shall operate the facility in a manner that prevents the creation of noise sufficient to cause adverse off-site impacts and to the extent necessary to meet applicable regulatory standards and land-use regulations.</p>
5.11	Water contaminated by solid waste and solid waste leachate	<p>The Franchisee shall operate the facility consistent with an approved DEQ stormwater management plan or equivalent and shall:</p> <ul style="list-style-type: none">a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; andb) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.
5.12	Access control	<ul style="list-style-type: none">1. The Franchisee shall control access to the facility as necessary to prevent unauthorized entry and dumping.2. The Franchisee shall maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
5.13	Signage	<p>The Franchisee shall post signs at all public entrances to the facility, and in conformity with local government signage regulations. These signs shall be easily and readily visible, and legible from off-site during all hours and shall contain at least the following information:</p> <ul style="list-style-type: none">a) Name of the facility;b) Address of the facility;c) Emergency telephone number for the facility;d) Operating hours during which the facility is open for the receipt of authorized waste;e) Fees and charges;f) Metro's name and telephone number (503) 234-3000;g) A list of authorized and prohibited wastes;h) Vehicle / traffic flow information or diagram;i) Covered load requirements; andj) Directions not to queue on public roadways.



5.14	Nuisance complaints	<p>1. The Franchisee shall respond to all nuisance complaints in timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and shall keep a record of such complaints and any action taken to respond to the complaints, including actions to remedy the conditions that caused the complaint.</p> <p>2. If the facility receives a complaint, the Franchisee shall:</p> <ul style="list-style-type: none">a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); andb) Log all such complaints as provided by the operating plan. Each log entry shall be retained for one year and shall be available for inspection by Metro.
5.15	Operating hours	<p>Metro may reasonably regulate the hours of facility operation as it finds necessary to ensure compliance with this franchise. Metro shall exercise best efforts to provide 90 days written notice prior to regulating hours of operation and shall not unreasonably increase the Franchisee's costs of operation of the facility.</p>
5.16	Access to franchise document	<p>The Franchisee shall maintain a copy of this franchise on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it.</p>

6.0	OPERATING PLAN	
6.1	Purpose	<p>This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.</p>
6.2	Plan compliance	<p>The Franchisee must operate the facility in accordance with an operating plan approved in writing by the COO. The operating plan must include sufficient detail to demonstrate that the facility will be operated in compliance with this franchise. The Franchisee may amend or revise the operating plan from time to time, subject to written approval by the COO.</p>
6.3	Plan maintenance	<p>The Franchisee shall submit an updated operating plan to the COO by February 2, 2009 as provided in Section 6.0 of this franchise. The Franchisee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The Franchisee must submit</p>



		amendments and revisions of the operating plan to the COO for written approval prior to implementation.
6.4	Access to operating plan	The Franchisee shall maintain a copy of the operating plan on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.
6.5	Procedures for inspecting loads	<p>The operating plan shall establish:</p> <ul style="list-style-type: none">a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;b) Procedures for identifying incoming and outgoing loads for waste classifications;c) A set of objective criteria for accepting and rejecting loads;d) Procedures for providing reasonable notice and justification prior to refusing service to any customer of the facility; ande) An asbestos testing protocol for all materials that appear to contain friable asbestos.
6.6	Procedures for processing and storage of loads	<p>The operating plan shall establish procedures for:</p> <ul style="list-style-type: none">a) Processing authorized solid wastes;b) Reloading and transfer of authorized solid wastes;c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;d) Storing authorized solid wastes; ande) Minimizing storage times and avoiding delay in processing of authorized solid wastes.
6.7	Procedures for managing prohibited wastes	The operating plan shall establish procedures for managing, reloading, and transferring to appropriate facilities or disposal sites each of the prohibited or unauthorized wastes if they are discovered at the facility. In addition, the operating plan shall establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.
6.8	Procedures for odor prevention	<p>The operating plan shall establish procedures for preventing objectionable odors generated at the facility from being detected off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; and



		<p>b) Procedures for receiving and recording odor complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.</p>
6.9	Procedures for dust prevention	<p>The operating plan shall establish procedures for preventing dust from blowing off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage dust of any derivation; andb) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.
6.10	Procedures for emergencies	<p>The operating plan shall establish procedures to be followed in case of fire or other emergency.</p>
6.11	Procedures for nuisance complaints	<ul style="list-style-type: none">1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the Franchisee shall record:<ul style="list-style-type: none">a) The nature of the complaint;b) The date the complaint was received;c) The name, address and telephone number of the person or persons making the complaint; andd) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).2. The Franchisee shall make records of such information available to Metro upon request. The Franchisee shall retain each complaint record for a period of not less than one year.
6.12	Closure protocol	<p>The Franchisee shall establish protocol for closure and restoration of the site in the event of a cession of operations as provided in Metro Code Section 5.01.060(c)(3). The plan shall establish protocol for:</p> <ul style="list-style-type: none">a) Short-term closure (duration of time that is more than two consecutive business days but less than 120 days in length); andb) Long-term closure (duration of time that is 120 consecutive days or more in length).
6.13	Financial assurance	<p>The Franchisee shall maintain financial assurance in the amount of \$100,000 for the cost of the facility's closure and</p>



		maintain such financial assurance in a form approved by Metro for the term of this franchise.
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7.0	FEES AND RATE SETTING	
7.1	Purpose	This section of the franchise specifies fees payable by the Franchisee, and describes rate regulation by Metro.
7.2	Annual fee	The Franchisee shall pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
7.3	Rates	<p>The rates charged to customers of the Franchisee for the acceptance of solid waste (including without limitation tip fees, acceptance fees, processing fees, transaction fees and environmental charges) are not subject to regulation by Metro; unless, pursuant to Section 11.1 or 11.2 of this franchise, the Council adopts an ordinance that:</p> <ul style="list-style-type: none">a) Extends Metro's rate regulation authority over the class of facilities of which this Franchisee is a member; andb) Amends this franchise to implement the regulations and process specified by said ordinance.
7.4	Access to financial records	If during the term of this franchise, the Metro Council directs a review of the Franchisee's financial records that exceeds, or is not covered by, the requirements set forth in Section 12.3 of this franchise, then the Franchisee shall provide access for an independent auditor or financial analyst to these financial records, and access to said financial records shall not be unreasonably withheld.
7.5	Metro fee and tax imposed on waste received	The Franchisee shall collect and remit to Metro the Regional System Fee, as provided in Metro Code Title V, and the Excise Tax, as provided in Metro Code Title VII, on all solid wastes it receives.

8.0	RECORD KEEPING AND REPORTING	
8.1	Purpose	This section of the franchise describes record keeping and reporting requirements. The Franchisee shall effectively monitor facility operation and maintain accurate records of the information described in this section.



8.2	Reporting requirements	<ol style="list-style-type: none">1. For all solid waste and materials the Franchisee is authorized to receive under Section 3.0 of this franchise, the Franchisee shall keep and maintain accurate records of the amount of such materials the Franchisee receives, recovers, recycles, reloads, and disposes.2. The Franchisee shall keep and maintain complete and accurate records of the following for all transactions:<ol style="list-style-type: none">a) Ticket Number (should be the same as the ticket number on the weight slips);b) Customer account numbers identifying incoming customers and outgoing destinations;c) Description whether the load was incoming to the facility or outgoing from the facility;d) Material Category: Code designating the following types of material (more detail, such as differentiating yard debris, is acceptable): (1) incoming source-separated recyclable materials by type; (2) incoming non-putrescible waste; (3) incoming putrescible waste (4) outgoing recyclable materials by type; (5) outgoing non-putrescible waste; (6) outgoing putrescible waste;e) Origin: Code designating the following origin of material: (1) from inside Metro boundaries; (2) from within Multnomah, Clackamas and Washington Counties but outside Metro boundaries; and (3) from another location outside Metro boundaries:<ol style="list-style-type: none">i. Any load containing any amount of waste from within the Metro region shall be reported as if the entire load was generated from inside the Metro region.ii. If the Franchisee elects to report all loads delivered to the facility as being generated from inside the Metro region, then the Franchisee is not required to designate the origin of loads as described above in Subsections (e)(2) and (e)(3).f) Date the load was received at, transferred within, or transmitted from the facility;g) Time the load was received at, transferred within, or transmitted from the facility;h) Indicate whether Franchisee accepted or rejected the load;i) Net weight of the load; andj) The fee charged to the generator of the load.
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8.3	Record transmittals	Franchisee shall transmit to Metro records required under Section 8.0 and the corresponding summary report derived from such records no later than fifteen days following the end of each month in a format prescribed by Metro.
8.4	Account number listing	Within five business days of Metro's request, Franchisee shall provide Metro with a listing that cross-references the account numbers used in the transaction database with the company's name and address.
8.5	Transactions based on scale weights	Except for minimum fee transactions for small, lightweight loads, the Franchisee shall record each inbound and outbound transaction electronically based on actual and accurate scale weights using the Franchisee's on-site scales.
8.6	DEQ submittals	The Franchisee shall provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this franchise within two business days of providing such information to DEQ.
8.7	Copies of enforcement actions provided to Metro	The Franchisee shall ensure Metro receives copies of any notice of violation or noncompliance, citation, or any other similar enforcement actions issued to the Franchisee by any federal, state, or local government other than Metro, and related to the operation of the facility.
8.8	Unusual occurrences	<ol style="list-style-type: none">1. The Franchisee shall keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.2. If a breakdown of the Franchisee's equipment occurs that will substantially impact the ability of the facility to remain in compliance, or create off-site impacts, the Franchisee shall notify Metro within 24 hours.3. The Franchisee shall report any facility fires, accidents, emergencies, and other significant incidents to Metro within 12 hours of the discovery of their occurrence.4. The Franchisee shall give at least 24-hour notice to the COO prior to the short-term closure of the facility. The Franchisee shall comply with the closure protocol provided in Section 6.12 of this franchise.5. The Franchisee shall give at least 90 days written notice to the COO prior to the long-term closure of the facility. The Franchisee shall comply with the closure protocol provided



		in Section 6.12 of this franchise.
8.9	Changes in ownership	<p>1. Any change in control of Franchisee or the transfer of a controlling interest of Franchisee shall require prior written notice to Metro. "Transfer of a controlling interest of Franchisee" includes without limitation the transfer of 10% or more of the ownership of Franchisee to or from a single entity. Metro may modify this franchise under Section 11.3 to require the new ownership of Franchisee to assume all the rights and obligations of this franchise.</p> <p>2. The Franchisee may not lease, assign, mortgage, sell, or otherwise transfer control of the franchise unless the Franchisee follows the requirements of Metro Code Section 5.01.090.</p>

9.0	INSURANCE REQUIREMENTS	
9.1	Purpose	This section describes the types of insurance that the Franchisee shall purchase and maintain at the Franchisee's expense, covering the Franchisee, its employees, and agents. The Franchisee shall provide Metro with documentation demonstrating that it holds all of the required insurance coverage described in Section 9.0 of this franchise.
9.2	General liability	The Franchisee shall carry the most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro.
9.3	Automobile	The Franchisee shall carry automobile bodily injury and property damage liability insurance.
9.4	Coverage	Insurance coverage shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.
9.5	Additional insureds	Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED.
9.6	Worker's Compensation Insurance	The Franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers'



		Compensation coverage for all their subject workers. The Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If the Franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
9.7	Notification	The Franchisee shall give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

10.0	ENFORCEMENT	
10.1	Generally	Enforcement of this franchise shall be as specified in Metro Code Chapter 5.01.
10.2	Authority vested in Metro	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise shall at all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such requirements against Franchisee.
10.3	No enforcement limitations	This franchise shall not be construed to limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor shall this franchise be construed or interpreted so as to limit or preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any person or persons within the District, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the Franchisee's operation of the facility.
10.4	Penalties	Each violation of a franchise condition shall be punishable by penalties as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.

11.0	AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION	
11.1	Amendment by agreement	At any time during the term of the franchise, either the COO or the Franchisee may propose amendments to this franchise. If either the COO or the Franchisee proposes amendments to this franchise, both parties shall make good faith efforts to arrive at consensus on the intent and implementing language



		of said amendments.
11.2	Amendment by Metro Council action	<p>Except as provided in Section 11.3, the provisions of this franchise shall remain in effect unless the Metro Council:</p> <ul style="list-style-type: none">a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this Franchisee is a member; andb) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance. <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the Franchisee provides evidence that the amendment will result in significant capital cost to the Franchisee, the Metro Council will include capital cost and the ability of the Franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
11.3	Modification, suspension or revocation by Metro for cause	<p>The COO may, at any time before the expiration date, modify, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none">a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;c) Failure to disclose fully all relevant facts;d) A significant release into the environment from the facility;e) Significant change in the character of solid waste received or in the operation of the facility;f) Any change in ownership or control;g) A request from the local government stemming from impacts resulting from facility operations; andh) Compliance history of the Franchisee.

12.0	GENERAL OBLIGATIONS	
12.1	Compliance with law	The Franchisee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations,



		<p>ordinances, orders and permits pertaining in any manner to this franchise, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.01 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the facility by federal, state, regional or local governments or agencies having jurisdiction over the facility shall be deemed part of this franchise as if specifically set forth herein. Such conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time of the issuance of the franchise but not cited or attached, and permits or conditions issued or modified during the term of the franchise.</p>
12.2	Deliver waste to appropriate destinations	<p>The Franchisee shall ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code Chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.</p>
12.3	Right of inspection and audit	<p>Authorized representatives of Metro may take photographs, collect samples of materials, and perform such inspection or audit as the COO deems appropriate, and shall be permitted access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times upon giving reasonable advance notice (not less than 24 hours). Metro inspection reports, including site photographs, are public records subject to disclosure under Oregon Public Records Law. Subject to the confidentiality provisions in Section 12.4 of this franchise, Metro's right to inspect shall include the right to review all information from which all required reports are derived including all books, maps, plans, income tax returns, financial statements, contracts, and other similar written materials of Franchisee that are directly related to the operation of the facility.</p>
12.4	Confidential information	<p>The Franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the Franchisee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro. The Franchisee shall prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro shall treat as confidential any information so marked and will make a good faith effort not to disclose such information unless Metro's refusal to disclose such information would be contrary to applicable Oregon law, including, without limitation, ORS Chapter 192. Within five (5) days of Metro's receipt of a</p>



		<p>request for disclosure of information identified by Franchisee as confidential, Metro shall provide Franchisee written notice of the request. The Franchisee shall have three (3) days within which time to respond in writing to the request before Metro determines, at its sole discretion, whether to disclose any requested information. The Franchisee shall pay any costs incurred by Metro as a result of Metro's efforts to remove or redact any such confidential information from documents that Metro produces in response to a public records request. This Section 12.0 shall not limit the use of any information submitted to or reviewed by Metro for regulatory purposes or in any enforcement proceeding. In addition, Metro may share any confidential information with representatives of other governmental agencies provided that, consistent with Oregon law, such representatives agree to continue to treat such information as confidential and make good faith efforts not to disclose such information</p>
12.5	Compliance by agents	<p>The Franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise.</p>

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 13-1310 FOR THE PURPOSE OF APPROVING A TRANSFER STATION FRANCHISE EXTENSION AND AUTHORIZING THE CHIEF OPERATING OFFICER TO ISSUE A MODIFIED FRANCHISE FOR THE FOREST GROVE TRANSFER STATION

July 16, 2013

Prepared by:

Warren Johnson 503-797-1657

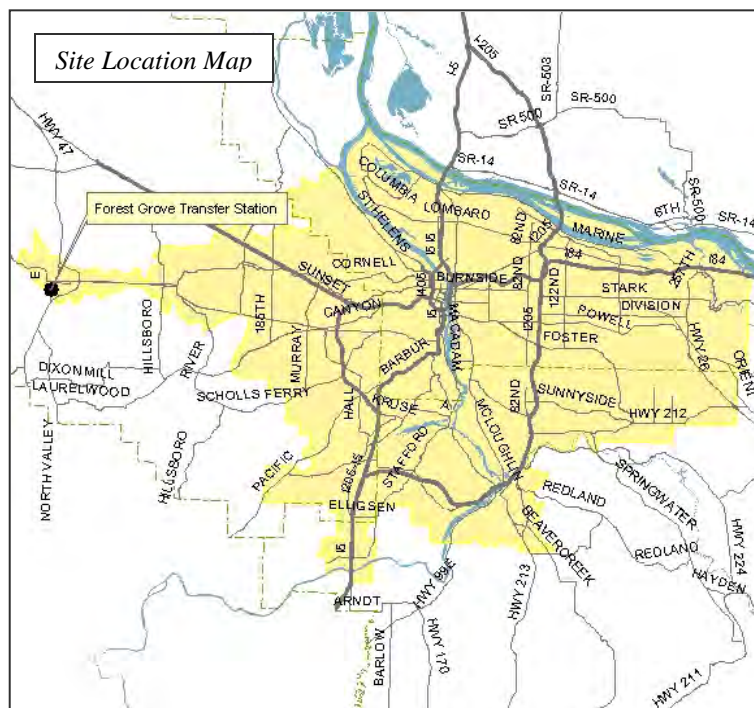
Adoption of Ordinance No. 13-1310 will authorize the Chief Operating Officer (COO) to issue a modified Solid Waste Facility Franchise, substantially similar to the proposed franchise attached to this ordinance as Exhibit A, to Waste Management of Oregon, Inc. (WMO) which extends the franchise term, updates insurance requirements, and establishes an annual 125,000-ton limit on putrescible waste for the Forest Grove Transfer Station.

This proposed ordinance is part of a package of ordinances to extend the term of the franchises for all of the privately-owned transfer stations¹ and modify certain transfer station provisions in Metro Code Chapter 5.01.² The Council is scheduled to consider this package of ordinances at its meetings on July 25 and August 1, 2013. In total, these proposed items are intended to: 1) provide interim clarity for the region's solid waste system; 2) allow for general market continuity; and 3) create minimal disruption while the future course for the solid waste system is being considered.

BACKGROUND

Metro's major solid waste contracts (operations,³ transport, and disposal) will expire at the end of 2019. In an effort to shape the future system to better attain public benefits and improved sustainability, Metro is undertaking an effort (known as the "Solid Waste Roadmap") to plan for the future of the regional solid waste system. A major component of this effort is to take a broad look at the role, configuration, and services offered by publically and privately-owned transfer stations (known as the "Transfer Station Configuration Project").

The putrescible waste disposal system currently consists of two classes of transfer facilities under Metro Code: 1) large-scale *regional* transfer stations, of which there is one privately-owned facility, Forest Grove Transfer Station, and two Metro-owned



¹ Willamette Resources, Inc. (Ord. No. 13-1307), Pride Recycling Company (Ord. No. 13-1308), Troutdale Transfer Station (Ord. No. 13-1309), and Forest Grove Transfer Station (Ord. No. 13-1310).

² Metro Code Chapter 5.01 amendments (Ord. No. 13-1306)

³ Metro's transfer station operations contracts expire in March 2017, but can be extended until the end of 2019.

facilities;⁴ and 2) limited-scale *local* transfer stations, of which there are three privately-owned facilities.⁵ All privately-owned transfer stations located within the region are authorized and regulated by Metro through franchises that are approved by the Council.

One purpose of the proposed change to Metro Code Chapter 5.01⁶ is to eliminate the distinction between regional and local facilities. In reality, there is currently little practical difference among the current privately-owned transfer stations. Each privately-owned station offer a different suite of services such as material recovery, servicing self-haul customers and providing a depot for public recycling. Elimination of this distinction and clarification of standards allows the future policy discussion to be more directly focused on public and private roles and services at transfer stations. Currently, no privately owned station offers the full suite of public services or days and hours of operation that is offered by Metro's publicly-owned stations e.g. permanent household hazardous waste collection depots, on-site material recovery, and food waste processing and reloading.

APPLICANT

The applicant, WMO, is the owner and operator of Forest Grove Transfer Station, an existing solid waste facility located at 1525 B Street, in Forest Grove (Metro Council District 4). Forest Grove Transfer Station commenced operation in 1985. The facility currently holds a Metro-issued franchise⁷ to operate a transfer station authorized to receive putrescible waste, reload non-putrescible waste to an authorized material recovery facility, and accept source-separated recyclable materials. Due to spatial constraints at the site, the facility does not perform material recovery. Non-putrescible waste is either diverted away from the facility or reloaded and delivered to WMO's material recovery facility for processing.⁸ The current franchise became effective on January 1, 2009 and it is set to expire on December 31, 2013.

As a regional transfer station, the current franchise does not limit the amount of waste that the facility is authorized to receive. Table 1 illustrates the annual amount of Metro-area putrescible waste that Forest Grove Transfer Station reported receiving during calendar years 2008 through 2012.



⁴ Metro Central and Metro South

⁵ Pride Recycling Company, Troutdale Transfer Station, and Willamette Resources, Inc.

⁶ Ord. No. 13-1306

⁷ Metro Solid Waste Facility Franchise No. F-004-08

⁸ Tualatin Valley Waste Recovery located in Hillsboro, Oregon

Table 1: Annual Amount of Metro-Area Putrescible Waste Received at Forest Grove Transfer Station from 2008 through 2012

Calendar Year	Tons
2008	139,425
2009	127,415
2010	114,152
2011	107,737
2012	105,007
Average Annual Tonnage	118,747

As described below, the information in Table 1 is provided to illustrate the basis for staff's recommended tonnage limit for the proposed franchise in 2014 and 2015. No tonnage limit is recommended for 2013.

FRANCHISE MODIFICATION

The proposed franchise (Exhibit A to Ordinance No. 13-1310) includes updated facility information and three modified conditions as described below.

1. Term Extension - Section 1.5 of the proposed franchise has been modified to extend the term of the franchise by two years to expire at midnight on December 31, 2015. This proposed condition is also included in all of the modified franchises for the other privately-owned transfer stations identified in this report.
2. Tonnage Authorization – Section 4.2 of the proposed franchise has been modified to establish an annual tonnage limit for Forest Grove Transfer Station that authorizes it to accept up to 125,000 tons of putrescible waste generated from within the Metro region per calendar year. This proposed 125,000-ton limit is based upon the average annual tonnage of Metro-area putrescible waste that the facility reported receiving during the most recent five-year period (118,747 tons) with an additional five percent increase (5,937 tons) to ensure minimal operational disruption during this interim two-year period.

Staff recommends establishing the above-mentioned tonnage limit at Forest Grove Transfer Station to coincide with the proposed changes to Chapter 5.01⁹ and to begin to align the facility's authorization with that of other privately-owned transfer stations. The proposed tonnage limit would be effective for calendar years 2014 and 2015.

Under the proposed franchise tonnage limit, the facility would be authorized to annually accept up to 125,000 tons of putrescible waste generated from within the Metro region during each of the next two calendar years (this limit would cover any Metro-area putrescible waste that is received at the facility regardless of whether it is delivered directly to the site or reloaded at another solid waste facility). However, the proposed franchise does not limit the amount of non-putrescible waste, special waste, clean-up waste, and out-of-region waste that can be received at the facility. These wastes would not count against the proposed tonnage limit.

⁹ Ord. No. 13-1306

3. **Insurance Requirements** - Section 9.0 of the proposed franchise has been updated to include standardized insurance language and increased coverage requirements as required for all Metro-regulated facilities. Specifically, the proposed franchise requires that the facility maintain insurance coverage at a minimum of \$1,000,000 per occurrence (increased up from the \$500,000 per occurrence amount specified in the current franchise). This proposed condition is also included in all of the modified franchises for the other privately-owned transfer stations identified in this report.

ANALYSIS / INFORMATION

1. Known Opposition

There is no known opposition to the proposed franchise modifications.

2. Legal Antecedents

Current provisions of Metro Code Chapter 5.01, entitled “Solid Waste Facility Regulation.” In particular:

- Metro Code Section 5.01.045(b) stipulates that a Solid Waste Facility Franchise shall be required for the person operating a transfer station.
- Metro Code Section 5.01.087(b) stipulates that the Metro Council shall approve or deny renewals of Solid Waste Facility Franchises.

3. Anticipated Effects

This proposed franchise extension is one of several items currently under consideration by Metro Council. In total, these actions combined are intended to provide additional clarity, maintain market continuity, and minimize disruption to the region’s solid waste system for the next two years. These actions will allow industry, stakeholders, staff, and Council to focus attention on the Solid Waste Roadmap.

4. Budget Impacts

Ordinance No. 13-1310 authorizes a two-year term extension, updates certain insurance requirements, and establishes a 125,000-ton annual tonnage limit for an existing solid waste facility franchise. Since this action largely extends the status quo for two years, the financial impact of this proposed franchise has already been factored into the budget.

RECOMMENDED ACTION

Based on the information provided above and the analysis provided in this report, the COO recommends that the Metro Council adopt Ordinance No. 13-1310. Approval of this ordinance will authorize the COO to issue a modified franchise to WMO which extends the franchise term, updates insurance requirements, and establishes an annual 125,000-ton limit on putrescible waste for the Forest Grove Transfer Station subject to conditions which are incorporated into the proposed franchise attached to the staff report for this ordinance as Exhibit A.

Agenda Item No. 4.6

Ordinance No. 13-1311, For the Purpose of Amending Metro
Code Chapter 5.09 Regarding Illegal Disposal of Solid Waste.

Ordinance – First Reading

Metro Council Meeting
Thursday, July 25, 2013
Metro, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING METRO	)	ORDINANCE NO. 13-1311
CODE CHAPTER 5.09 REGARDING ILLEGAL)	
DISPOSAL OF SOLID WASTE	)	Introduced by Martha J. Bennett, Chief
	)	Operating Officer, with the concurrence of
	)	Tom Hughes, Council President
)	

WHEREAS, the Metro Council adopted Code Chapter 5.09 in order to effectively investigate and prosecute cases of illegal solid waste disposal while providing reasonable due process procedures; and

WHEREAS, Metro Code Chapter 5.09 has not been updated since 2006; and

WHEREAS, the Chapter presently requires updating in light of experience gained in enforcing the provisions of Chapter 5.09 since the last revision; and

WHEREAS, the Chief Operating Officer proposes these amendments to Chapter 5.09 to clarify and update the chapter; and

WHEREAS, the Metro Council finds that the amendments to Code Chapter 5.09 furthers the goals of the agency; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Metro Code Chapter 5.09 is amended in the form attached as Exhibit A.

ADOPTED by the Metro Council this [insert date] day of [insert month], 2013.

Tom Hughes, Council President

Attest:

Approved as to form:

Kelsey Newell, Recorder

Alison Kean Campbell, Metro Attorney

Exhibit A to Ordinance No. 13-1311

CHAPTER 5.09

ILLEGAL ~~DUMPING~~DISPOSAL

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5.09.005 Title

This chapter may be cited as the "Metro Illegal Disposal Ordinance."

(Ordinance No. 94-557.)

5.09.010 Purpose

The purposes of this chapter are:

(a) To carry out Metro's responsibility to manage the flow of solid waste in the Portland metropolitan area;

(b) To assist and coordinate with local governments in controlling illegal disposal throughout the Metro region;

(c) To carry out the provisions related to illegal ~~dumping~~ disposal in the Regional Solid Waste Management Plan; and

(d) To prevent fraudulent and unauthorized deliveries of hazardous waste to Metro transfer stations and household hazardous waste facilities.

(Ordinance No. 94-557. Amended by Ordinance No. 06-1107.)

5.09.020 Definitions

For the purposes of this chapter, unless the context requires otherwise, the following terms shall have the meaning indicated:

(a) "Authorized official" means a person authorized to issue citations under Section 5.09.070.

(b) "Conditionally exempt generator (CEG)" means a Conditionally Exempt Small Quantity Generator as defined in 40 CFR 261.5(2005).

(c) "Department" means the Metro ~~Solid Waste~~Finance and ~~Recycling Regulatory Services~~ Department.

(d) "Hearings officer" means a person designated by Metro to hear and decide cases under this chapter.

(e) "Household hazardous waste" ~~means any discarded, useless or unwanted chemical, material substance or product that is or may be hazardous or toxic to the public or the environment and is generated by households which may include, but is not limited to, some cleaners, solvents, pesticides, and automotive and paint products~~ has the same meaning as in Code Section 5.01.010.

(f) "Person" has the same meaning as in Code Section 1.01.040. ~~means any individual, corporation, partnership, association, firm, trust, estate, or other legal entity.~~ For any person other than an individual, the acts of such person's employees, contractors, and authorized agents shall be considered the acts of the person. ~~.~~

(g) "Solid waste" ~~means all putrescible and non-putrescible waste, including, but not limited to, garbage,~~

~~rubbish, refuse, ashes, debris, waste paper and cardboard, commercial, industrial, demolition and construction waste, discarded or abandoned home and industrial appliances or parts thereof, and discarded or abandoned vehicles or parts thereof~~has the same meaning as in Code Section 5.01.010.

(h) ~~"Waste" means any material considered to be useless, unwanted or discarded by the person who last used the material for its intended and original purpose, and includes such material even if it is recoverable or recyclable~~has the same meaning as in Code Section 5.01.010. For the purposes of this chapter, "waste" includes such material even if it is broken, recoverable, or recyclable.

(Ordinance No. 94-557. Amended by Ordinance No. 06-1107.)

5.09.030 Jurisdiction

This chapter shall apply to all territory within the boundaries of Metro, as well as any additional area as may be established through an intergovernmental agreement.

(Ordinance No. 94-557.)

5.09.040 Prohibitions

(a) No person shall transport or carry, or direct another person to transport or carry, any solid waste, including rubbish, trash, garbage, debris or other refuse, or recyclable material, in or on a motor vehicle or trailer, upon a public road right-of-way within Metro, unless such solid waste or recyclable material is:

- (1) Completely covered on all sides and on the top and bottom and such cover is either a part of or securely fastened to the body of the motor vehicle or trailer; and
- (2) Contained in the body of the motor vehicle or trailer in such a way as to prevent any part of the solid waste or recyclable material from being deposited upon any private or public property, road, right-of-way or driveway within Metro.

(b) No person shall throw or place any solid waste, or direct another person to throw or place any solid waste, upon the private land or waters of another person, into a solid waste

receptacle of another person without the permission of the owner, upon public lands or waters, or upon any public place other than at a solid waste facility authorized to accept such waste by Oregon law and the Metro Code.

(c) No person who has generated or otherwise has possession or control of solid waste shall direct or permit another person to dispose of such solid waste if the person who has generated or otherwise has possession or control of such solid waste knows, or has reason to know, that the person directed or permitted to dispose of such solid waste will not dispose of such solid waste in compliance with all applicable local, state, and federal laws and regulations. No person whose solid waste was collected by a hauler that is franchised or otherwise authorized by a local government to collect waste shall be held in violation of this ~~section~~chapter for illegal disposal of such waste.

(d) No person shall deliver to a Metro ~~t~~Transfer ~~S~~Station any hazardous waste, other than hazardous waste delivered to a Metro household hazardous waste facility, that is ~~h~~Household hazardous waste or hazardous waste generated by a ~~c~~Conditionally exempt generator.

(e) No person shall deliver to a Metro household hazardous waste facility or collection event any hazardous waste other than Household hazardous waste or hazardous waste generated by a ~~c~~Conditionally exempt generator.

(f) No person shall make a false statement to Metro certifying that hazardous waste they have delivered to a Metro household hazardous waste facility or collection event for disposal or recovery is ~~h~~Household hazardous waste or hazardous waste generated by a ~~c~~Conditionally exempt generator.

(g) No person shall deliver non-putrescible solid waste generated within Metro that has not undergone material recovery, or direct another person to deliver such solid waste, to any facility other than a Metro-authorized material recovery facility.

(Ordinance No. 94-557. Amended by Ordinance No. 02-974, Sec. 1; Ordinance No. 06-1107.)

5.09.050 Civil ~~Penalties-Fines~~ and Costs

(a) Any person violating any provision of this chapter shall be subject to:

- (1) A civil fine of not more than \$500 for each ~~infraction~~violation; and
- (2) An award of costs to reimburse Metro for the following actual expenses:
 - (A) administrative costs of investigation ~~and~~ adjudication, and collection; and
 - (B) cleanup, management, and disposal costs incurred.

The fines and costs shall be included in the citation and a hearings officer shall not assess additional fines or costs except the hearings officer may assess an additional fee, not to exceed \$50, fee-if a party fails to appear at a hearing that he or she requested, unless for good cause shown.

(~~e~~b) Payment of a civil fine imposed by a citation issued under this chapter does not relieve a violator of responsibility to remedy the violation.

(c) Nothing in this chapter is intended to prevent other legal action against a person alleged to have violated a provision enforceable under this chapter. Metro, or any person or governmental entity whose interest is or may be affected by violation of a provision enforceable under this chapter, may take whatever legal or equitable action necessary to abate a nuisance, impose criminal sanctions or collect damages, regardless of whether an action has been commenced under this chapter. Violation of Metro Code ~~Section~~ 5.09.040 is hereby declared to be a nuisance and subject to abatement or injunction as any other nuisance.

(Ordinance No. 94-557. Amended by Ordinance No. 94-581, Sec. 1; Ordinance No. 06-1107.)

5.09.060 Persons Authorized to Issue Citations

The following persons are authorized to issue citations under this chapter:

(a) The ~~Chief Operating Officer or designee~~~~Director of the Metro Solid Waste and Recycling Department or the Director's designee~~; and

(b) A police officer, deputy sheriff, or other designated enforcement agent operating under cooperative arrangement or contract with Metro.

(Ordinance No. 94-557. Amended by Ordinance No. 06-1107.)

5.09.070 Procedure for Service of Citation

(a) An authorized official shall serve a citation on a cited person in at least one of the following ways:

- (1) Personally;
- (2) By delivery to a person over 14 years of age residing at the cited person's abode, if the cited person is not available at the abode for service;
- (3) If the person to be issued a citation is a firm, corporation, or other organization other than an individual, by delivery to any employee, agent or representative thereof, including such cited person's registered agent; or
- (4) By certified or registered mail, return receipt requested. If the cited person is an individual, then such service shall be addressed to the person's abode. If the cited person is a corporation, firm, or other business entity, then such service shall be addressed to the person's registered agent or to any officer, director, general partner, or managing agent of such person.

(b) An authorized official may not arrest any person for violation of this chapter. An authorized official may detain any person reasonably believed to have committed a violation of this chapter, but only so long as is necessary to determine, for the purposes of issuing a citation, the identity of the violator and such additional information as is appropriate for law enforcement agencies in the state.

(Ordinance No. 94-557. Amended by Ordinance No. 06-1107.)

5.09.080 Issuance of Warnings

(a) A person authorized to issue a citation under this chapter may issue a warning of an alleged ~~infraction~~-violation under this chapter.

(b) If issued, a warning notice shall be in writing and shall be delivered to the person alleged to have committed the ~~infraction~~-violation in person or in any other manner reasonably calculated to give notice of the violation, including posting or regular mail.

(Ordinance No. 94-557. Amended by Ordinance No. 94-581, Sec. 2; Ordinance No. 06-1107.)

5.09.090 Citation Content

(a) A citation substantially conforming to the requirements of this section and approved by the Chief Operating Officer and the Metro Attorney shall be used for all ~~infractions~~ violations enforceable under this chapter.

(b) Each citation shall contain the following information:

- (1) Identification of Metro, as the public body in whose name the action is brought;
- (2) Hearings officer file number;
- (3) Name of the cited person;
- (4) The Metro Code section violated;
- (5) The date and time at which the ~~infraction~~ violation is alleged to have occurred, or the date the ~~infraction~~-violation was first observed by the authorized official issuing the citation or a complainant;
- (6) A short and plain statement of the ~~infraction~~violation of which the person is charged;
- (7) The place at which the ~~infraction~~violation is alleged to have occurred;

- (8) The date on which the citation was issued;
- (9) The name of the authorized official issuing the citation;
- (10) The amount of the civil fines and costs imposed for the ~~infraction~~violation;
- (11) An explanation that paying the civil fine assessed in the citation does not relieve the cited person of the responsibility to remedy the violation, and that failure to remedy the violation may result in additional citations;
- (12) The time by which the cited person must respond to the citation by either (a) requesting a hearing, (b) admitting responsibility and paying the civil fine and costs~~imposed~~, or (c) paying the civil fine and costs and submitting a written explanation of why the cited person should not be found in violation of the Metro Code or of any mitigating circumstances related to the violation, and requesting that a hearings officer reduce and refund all or part of the civil fine and costs paid on that basis;
- (13) The place where the cited person must direct his or her response;
- (14) A notice statement informing the cited person that failure to respond to the citation ~~, or to appear at a requested hearing,~~ could result in the entry of a default order against the cited person, including the imposition of a civil fine of up to \$500 per violation plus additional costs incurred to investigate ~~and adjudicate~~ the violation~~;~~ to cleanup, manage, and dispose of solid waste that is the subject of the violation~~;~~ and to collect all civil ~~penalties~~fines and costs. The notice shall further inform the cited person that the failure to pay civil ~~penalties~~fines and costs imposed by order of a hearings officer could result in entry of a judgment against the cited person for the unpaid civil ~~penalties~~fines and costs, the county clerk recording the person's name and the amount of the ~~penalties~~fines and costs in the county

clerk lien record, and Metro seeking other legal or equitable relief as provided by law;

(15) A certification by the authorized official issuing the citation, under penalty of ORS 153.990, that the authorized official issuing the citation has reasonable grounds to believe, and does believe, that the cited person committed a ~~an~~ infractionviolation enforceable under this chapter. A certificate conforming to this subsection shall be deemed equivalent to a sworn citation; and

(16) The method of service and certification that service has been made. If service is made by certified or registered mail, return receipt requested, it shall be so stated on the citation and the required certification of service may be made upon receipt of the "return receipt." Service by certified or registered mail shall be as specified in Section 5.09.070(a)(4).

(c) An error in transcribing information into a citation, when determined by the hearings officer to be non-prejudicial to the defense of the cited person, may be corrected at the time of hearing or prior to time of hearing with notice to the cited person. Except as provided in this subsection, a citation that does not conform to the requirements of this section shall be set aside by the hearings officer upon motion of the cited person before any other proceedings at the hearing. Minor variations in the form of citation shall not be a basis for setting aside a citation.

(d) Nothing prohibits the hearings officer from amending a citation in the hearings officer's discretion.

(Ordinance No. 94-557. Amended by Ordinance No. 94-581, Sec. 3; Ordinance No. 06-1107.)

5.09.100 Representation at Hearing

(a) A cited person may ~~be represented by a retained attorney~~ retain an attorney, at the person's own expense, for representation at the hearing provided that written notice of such representation is received by the Metro Attorney five working days in advance of the hearing. The hearings officer

may waive this notice requirement in individual cases or reset the hearing for a later date.

(b) When a cited person is not represented by legal counsel at the hearing, then Metro shall not be represented by legal counsel at the hearing. In such case, Metro legal counsel may advise Metro staff in preparation of the case, ~~and may~~ be present at the hearing for the purpose of consulting with and advising Metro staff, and answer procedural questions posed by the hearings officer. Nothing prevents the unrepresented party from consenting to legal counsel representing Metro at the hearing.

(Ordinance No. 94-557. Amended by Ordinance No. 06-1107.)

5.09.110 Appearance by Cited Person

(a) The cited person shall either appear as specified in the citation on or before the close of business on the date indicated in the citation, or prior to such time deliver to the address noted in the citation:

(1) A request for a hearing ~~and a check, cash or money order in the amount of \$25 hearing bond;~~

(2) A statement of responsibility and a check, cash or money order in the amount of the civil fine set forth in the citation; or

(3) A statement of explanation in mitigation of the offense charged with a request for a reduction in fines and costs and a check, cash, or money order in the amount of the civil fine set forth in the citation, which combined shall constitute a waiver of hearing and consent to judgment by the hearings officer; or.

~~(3) The executed appearance, waiver of hearing, and statement of responsibility appearing in the citation and a check, cash or money order in the amount of the civil fine set forth in the citation.~~

~~(b) A written statement of explanation submitted by a cited person shall constitute a waiver of hearing and consent to judgment by the hearings officer.~~

(be) If the cited person requests a hearing, the hearings officer shall fix a date and time for a hearing. Unless notice is waived, the hearings officer shall mail to the cited person a notice of the date and time of the hearing at least five working days prior to the hearing. The notice shall:

- (1) Be in the form of a "Notice to Appear" and contain a warning that if the cited person fails to appear, a finding of responsibility will be entered against that person; and
- (2) Be sent to the cited person at the person's last known address by regular mail.

(c) By agreement of all parties, the hearing may be conducted using technology such as the telephone or video conferencing equipment. If setting a hearing by telephone or video conference, the hearings officer shall set the date and time by which the parties must exchange documents, exhibits, and witness lists.

(Ordinance No. 94-557. Amended by Ordinance No. 94-581, Sec. 4; Ordinance No. 06-1107.)

5.09.120 Prehearing Discovery

The pretrial discovery rules in ORS 135.805 to 135.873 shall apply to infractionviolation cases under this chapter. As used in ORS 135.805 to 135.873, "district attorney" shall refer to a Metro attorney or authorized official, and "defendant" shall refer to a cited person under this chapter.

(Ordinance No. 94-557. Amended by Ordinance No. 06-1107.)

5.09.130 Procedures Before Hearings Officer

(a) An allegation of violation of any provision of this chapter shall, if not admitted by the cited person or settled by the department prior to or during the hearing, be resolved by a hearings officer.

(b) The hearings officer shall be independent of all Metro departments although, for administrative purposes, such officer or officers may be established as part of the ~~Solid Waste and~~

~~Recycling~~ Finance and Regulatory Services Department, Office of the Metro Attorney, or Office of the Auditor.

(c) Metro shall have the burden of proving the alleged ~~infraction~~violation by a preponderance of the evidence.

(d) The hearings officer shall apply the following rules of evidence:

(1) All evidence, including hearsay evidence, of a type commonly relied upon by reasonably prudent persons in conducting their serious affairs shall be admissible.

(2) Evidence objected to may be admitted at the hearing officer's discretion and all evidence offered but not objected to shall be received. All evidence is subject to the hearings officer's discretion to exclude irrelevant, prejudicial, untimely or unduly repetitious evidence and to weigh all evidence received.

i. Relevant evidence. Relevant evidence means evidence having any tendency to make the existence of any material fact more or less probable than it would be without the evidence.

ii. Prejudicial evidence. Prejudicial evidence means evidence whose probative value is outweighed by the danger of unfair prejudice, confusion of the issues, or considerations of undue delay, waste of time or needless presentation of cumulative evidence.

(3) Rulings on the admissibility or exclusion of evidence may be made at the hearing or at the time an order is issued.

(4) Upon reconsideration of an evidentiary ruling, a hearings officer shall preclude action only if the ruling was both erroneous and substantially prejudicial to the rights of a party.

(5) The hearings officer shall give effect to the rules of privilege recognized by law.

~~(1) All evidence, including hearsay evidence, of a type commonly relied upon by reasonably prudent persons in conducting their serious affairs shall be admissible;~~

~~(2) Irrelevant, immaterial, prejudicial, or unduly repetitious evidence shall be excluded at the discretion of the hearings officer. Erroneous rulings on evidence shall not preclude action by the hearings officer, unless shown on the record to have substantially prejudiced the rights of a party~~

~~(3) The hearings officer shall give effect to the rules of privilege recognized by law;~~

~~(4) All evidence offered but not objected to shall be received, subject to the hearings officer's authority to exclude irrelevant or unduly repetitious evidence and to weigh all evidence received; and~~

~~(5) Evidence objected to may be admitted at the discretion of the hearings officer. Rulings on the admissibility or exclusion of evidence may be made at the hearing or at the time an order is issued~~

(e) A name of a person found on solid waste in such a way that it denotes ownership of the items constitutes rebuttable evidence that the person has violated Metro Code ~~section~~ 5.09.040(b) or ~~section~~ 5.09.040(c). The hearings officer shall determine at the hearing whether the evidence in question is sufficient to give rise to a rebuttable presumption of responsibility against the cited person, and shall so notify the cited person following presentation of Metro's case.

(f) The hearings officer shall place on the record a statement of the substance of any written or oral ex parte communication made to the hearings officer on a fact in issue during the pendency of the proceedings. The hearings officer shall notify the parties of the communication and of their right to rebut such communication.

(g) The hearings officer shall have the authority to administer oaths and take testimony of witnesses. In response to a request by Metro or the cited person~~Upon the request of the~~

~~cited person~~, or upon the hearings officer's own motion, the hearings officer may issue subpoenas in accordance with the following provisions of this section, or if not addressed herein, in accordance with the Oregon Rules of Civil Procedure ~~to the extent that the matter is not otherwise addressed by this section:~~

(1) ~~If the cited person desires that witnesses be ordered to appear by subpoena, Metro or~~ the cited person shall ~~so~~ request that the hearings officer order witnesses to appear by subpoena in writing at any time at least five days prior to the scheduled hearing.

(2) A \$15 deposit for each witness shall accompany each request for a subpoena by a cited person. The deposit will be refunded, as appropriate, if the witness cost is less than the amount deposited.

~~(2) Subject to the same five day limitation, Metro may also request that certain witnesses be ordered to appear by subpoena.~~

~~(3) The hearings officer, for good cause, may waive the five day limitation.~~

(43) Witnesses ordered to appear by subpoena shall be allowed the same fees and mileage as allowed in civil cases.

(54) If a civil fine is imposed in the final order, the order shall include an order for payment of actual costs for any witness fees attributable to the hearing.

(ih) ~~The cited person~~The parties shall have the right to cross-examine witnesses who testify and shall have the right to submit evidence.

(i) The cited person may not be required to be a witness in the hearing of any ~~infraction~~violation under this chapter.

(j) Proof of a culpable mental state is not an element of ~~an infraction~~violation under this chapter.

(k) After due consideration of the evidence and arguments, the hearings officer shall determine whether the ~~infraction~~violation alleged in the citation has been proven and enter an order as follows:

- (1) If the hearings officer determines that the ~~infraction~~violation has not been proven, a final order dismissing the citation shall be entered.
- (2) If the hearings officer determines that the ~~infraction~~violation has been proven, the hearings officer shall enter an appropriate final order that sets forth both findings of fact and conclusions of law, the amount of the civil fine and costs imposed, instructions regarding payment, and the appeal rights of the cited person.
- (3) A copy of the final order shall be served on the cited person, or on the cited person's attorney(s) of record, ~~using one of the methods of service described in Section 5.09.070 by~~ regular mail with certificate of service from the hearings officer.

(1) ~~An audio tape~~-recording shall be made of the hearing unless waived by both parties. The ~~tape recording or a written transcript~~ shall be retained for at least 90 days following the hearing or final judgment on appeal, whichever is later.

(Ordinance No. 94-557. Amended by Ordinance No. 94-581, Sec. 5; Ordinance No. 02-974, Sec. 1; Ordinance No. 06-1107.)

5.09.140 Failure to Appear by Cited Person

~~If a~~A cited person fails to appear ~~at or prior~~if he or she does not respond by ~~to~~ the time specified on the citation, ~~or if a cited person who has requested a hearing before a hearings officer~~he or she requests a hearing and does not appear at the time scheduled by the hearings officer. ~~fails to appear at the scheduled hearing, then~~If the cited person fails to appear, the hearings officer shall review any evidence submitted ~~and, if to determine if~~ Metro has established the ~~infraction~~violation by a preponderance of the evidence, ~~and~~ shall enter an appropriate final order ~~that sets forth both findings of fact and conclusions of law, the amount of the civil fine and costs imposed,~~ that includes instructions regarding payment, and the

process to appeal the decision. Where a cited person requests a hearing and fails to appear, the hearings officer may assess an additional fee not to exceed \$50-fee. A copy of the hearings officer's final order shall be served on the cited person using one of the methods of service described in Section-Metro Code 5.09.070.

(Ordinance No. 94-557. Amended by Ordinance No. 94-581, Sec. 6; Ordinance No. 06-1107.)

5.09.150 Review of Hearings Officer Decisions

(a) ~~To be considered, a~~Any motion to reconsider the final order of the hearings officer must be filed within 10 days of the original order. The hearings officer may reconsider the final order with or without further briefing or oral argument. If allowed, reconsideration shall result in reaffirmance, modification, or reversal. Filing a motion for reconsideration does not toll the period for filing an appeal in court.

(b) A cited person may appeal a final order by Writ of Review as provided in ORS 34.010 through 34.100.

(Ordinance No. 94-557. Amended by Ordinance No. 06-1107.)

5.09.160 Collection of Civil ~~Penalties-Fines and Costs~~

(a) Fines and costs are payable upon receipt of ~~the-an~~ invoice from Metro pursuant to a written settlement or final order imposing fines and costs. Fines and costs under this chapter are a debt owing to Metro and may be collected in the same manner as any other debt.

(b) The Chief Operating Officer or designee may initiate appropriate legal action, in law or equity, in any court of competent jurisdiction to enforce the provisions of any written settlement or final order of the hearings officer.

(c) In addition to other remedies available in law or equity, when an order assessing civil ~~penalties-fines and costs~~ under this chapter becomes final by operation of law or on appeal and the amount of the ~~penalties-fines or costs~~ is not paid within 10 days after the order becomes final, the order may be recorded and enforced as provided in ORS 268.360(5).

(Ordinance No. 94-557. Amended by Ordinance No. 02-974, Sec. 1; Ordinance No. 06-1107.)

5.09.170 Administrative Policies and Procedures

The Chief Operating Officer or ~~the Chief Operating Officer's~~ designee may establish policies and procedures to carry out this chapter.

(Ordinance No. 94-557. Amended by Ordinance No. 02-974, Sec. 1.)

5.09.180 Severability

If any section, subsection, paragraph, sentence, clause, phrase, or other portion of this chapter is found to be invalid or unconstitutional by a court of competent jurisdiction, that portion of the chapter shall be deemed separate and distinct, and the remainder of this chapter shall continue in full force and effect.

(Ordinance No. 94-557.)

5.09.190 Authority to Settle

The Chief Operating Officer or designee is authorized to enter into negotiations with the parties or their legal representatives involving any provision of this chapter for the collection of fines and costs, to negotiate a settlement, or both.

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 13-1311 FOR THE PURPOSE OF AMENDING CODE CHAPTER 5.09 REGARDING ILLEGAL DISPOSAL OF SOLID WASTE

July 16, 2013

Prepared by:
Steve Kraten 503-797-1678

The proposed ordinance provides a procedural update of Metro's Illegal Disposal chapter (Metro Code Chapter 5.09). The changes are related to enforcement and contested cases and based largely on recommendations from Metro's contract hearing officers and the Office of Metro Attorney (OMA). Additional changes provide clarification resulting from experience gained during various types of hearings over the last several years.

BACKGROUND

The Metro Code's illegal disposal chapter has not been updated since 2006. During that time, many different situations have been encountered during hearings and in dealing with appeals for reconsideration of final orders. As a result of this experience, staff recommends the following changes, clarifications, and updates to this chapter of the Code.

Changes Recommended by Metro Hearings Officers and OMA

- The rules of evidence section has been re-organized in a more logical sequence in order to enhance readability.
- The Hearings Officer would be authorized to reduce, but not increase, the original fine and costs assessed in a citation. If the respondent requests a hearing and then fails to appear, the Hearings Officer may assess an additional fee not to exceed \$50.
- Final orders shall be served on the cited person by the Hearings Officer rather than by Metro.

Clarifications

- For the purposes of this chapter, the definition of "waste" has been expanded to include items that may be repairable but are not functional at the time they are illegally dumped.
- The term "penalties" is more clearly differentiated into "fines" and "costs."
- Respondents may be represented by an attorney, but it must be at their own expense.
- Provides clarification that the Metro Attorney may assist staff in the preparation of the contested cases and be present at hearings to answer any procedural questions the Hearing Officer may ask, even if the respondent is not represented. It also allows for the Metro Attorney to present Metro's case, with the consent of the respondent.
- A new section clarifies that the Chief Operating Officer or designee may negotiate the settlement of a contested case any time prior to the issuance of the Hearings Officer's decision.

- Prohibits delivery of unprocessed dry waste to any facility other than a Metro authorized material recovery facility.

Updates

- Definitions contained in Chapter 5.09 have been cross-referenced to those found in Chapter 5.01 to improve consistency.
- Terms used interchangeably such as “violation” and “infraction” have been made consistent throughout.
- Provides for the possibility of conducting hearings using teleconferencing technologies.

ANALYSIS/INFORMATION

1. Known Opposition

There is no known opposition to the proposed ordinance.

2. Legal Antecedents

Current provisions of Metro Code Chapter 5.09.

3. Anticipated Effects

- Clarify contested case procedures.
- Uniform and consistent imposition of penalties for illegal disposal.
- Contested case hearings can be conducted using alternative and new technologies.

4. Budget Impacts

The proposed ordinance is not anticipated to have a negative budget impact and may produce some cost savings through more efficient hearings.

RECOMMENDED ACTION

The Chief Operating Officer recommends adoption of Ordinance No. 13-1311.

Agenda Item No. 4.7

Ordinance No. 13-1312, For the Purpose of Annexing to the Metro District Boundary Approximately 9.85 Acres Located at 17030 NW Brugger Road in the North Bethany Area of Washington County.

Ordinance – First Reading

Metro Council Meeting
Thursday, July 25, 2013
Metro, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ANNEXING TO THE METRO DISTRICT BOUNDARY APPROXIMATELY 9.85 ACRES LOCATED AT 17030 NW BRUGGER ROAD IN THE NORTH BETHANY AREA OF WASHINGTON COUNTY) Ordinance No. 13-1312
)
) Introduced by Chief Operating Officer
) Martha Bennett with the Concurrence of
Council President Tom Hughes

WHEREAS, K & R Holdings LLC, has submitted a complete application for annexation of 9.85 acres ("the territory") located at 17030 NW Brugger Road in the North Bethany area to the Metro District; and

WHEREAS, the Metro Council added the North Bethany area to the UGB, including the territory, by Ordinance No. 02-987A on December 5, 2002; and

WHEREAS, Title 11 (Planning for New Urban Areas) of the Urban Growth Management Functional Plan requires annexation to the district prior to application of land use regulations intended to allow urbanization of the territory; and

WHEREAS, Metro has received consent to the annexation from the owners of the land in the territory; and

WHEREAS, the proposed annexation complies with the requirements of Metro Code 3.09.070; and

WHEREAS, the Council held a public hearing on the proposed amendment on August 8, 2013; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The Metro District Boundary Map is hereby amended, as indicated in Exhibit A, attached and incorporated into this ordinance.
3. The proposed annexation meets the criteria in section 3.09.070 of the Metro Code, as demonstrated in the Staff Report dated July 16, 2013, attached and incorporated into this ordinance.

ADOPTED by the Metro Council this ____ day of August 2013.

Tom Hughes, Council President

Attest:

Approved as to form:

Kelsey Newell, Recording Secretary

Alison Kean Campbell, Metro Attorney



STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 13-1312, FOR THE PURPOSE OF ANNEXING TO THE METRO BOUNDARY APPROXIMATELY 9.85 ACRES LOCATED AT 17030 NW BRUGGER ROAD IN THE NORTH BETHANY AREA OF WASHINGTON COUNTY

Date: July 16, 2013

Prepared by: Tim O'Brien
Principal Regional Planner

BACKGROUND

CASE: AN-0213, Annexation to Metro District Boundary

PETITIONER: K & R Holdings, LLC
17933 NW Evergreen Parkway
Beaverton, OR 97006

PROPOSAL: The petitioner requests annexation of one property to the Metro District boundary following the Metro Council's addition of the property to the Urban Growth Boundary (UGB) in 2002. The applicant is currently in the process of annexing the subject properties to the necessary service districts in Washington County.

LOCATION: The one property is located in the North Bethany Area of Washington County at 17030 NW Brugger Road and is 9.85 acres in size. A map of the area can be seen in Attachment 1.

ZONING: The property is zoned for residential use (R6NB & R9NB) by Washington County.

The proposal consists of one tax lot. The land was added to the UGB in 2002 and is part of the North Bethany Subarea Plan that was adopted by Washington County. The land must be annexed into the Metro District for urbanization to occur.

APPLICABLE REVIEW CRITERIA

The criteria for an expedited annexation to the Metro District Boundary are contained in Metro Code Section 3.09.070.

3.09.070 Changes to Metro's Boundary

(E) The following criteria shall apply in lieu of the criteria set forth in subsection (d) of section 3.09.050. The Metro Council's final decision on a boundary change shall include findings and conclusions to demonstrate that:

- 1. The affected territory lies within the UGB;*

Staff Response:

The subject parcel was brought into the UGB in 2002 through the Metro Council's adoption of Ordinance No. 02-987A.

- 2. The territory is subject to measures that prevent urbanization until the territory is annexed to a city or to service districts that will provide necessary urban services; and*

Staff Response:

The conditions of approval for Ordinance No. 02-987A include a requirement that Washington County apply interim protection measures for areas added to the UGB as outlined in Urban Growth Management Functional Plan Title 11: Planning for New Urban Areas. Title 11 requires that new urban areas be annexed into the Metro District Boundary prior to urbanization of the area. Washington County also requires the land to be annexed into the appropriate sanitary sewer, water, park and road service districts prior to urbanization occurring. The applicant is currently moving forward with the necessary annexation requirements with Washington County. These measures ensured that urbanization would occur only after annexation to the necessary service districts is completed.

3. *The proposed change is consistent with any applicable cooperative or urban service agreements adopted pursuant to ORS Chapter 195 and any concept plan.*

Staff Response:

The property proposed for annexation is part of Washington County's North Bethany County Service District, established by the County Board of Commissioners on June 7, 2011. The proposed annexation is consistent with that agreement and is required by Washington County as part of a land use application. The inclusion of the property within the Metro District is consistent with all applicable plans.

ANALYSIS/INFORMATION

Known Opposition: There is no known opposition to this application.

Legal Antecedents: Metro Code 3.09.070 allows for annexation to the Metro District boundary.

Anticipated Effects: This amendment will add approximately 9.85 acres to the Metro District. The land is currently within the UGB in unincorporated Washington County. Approval of this request will allow for the urbanization of the parcel to occur consistent with the North Bethany Subarea Plan.

Budget Impacts: The applicant was required to file an application fee to cover all costs of processing this annexation request, thus there is no budget impact.

RECOMMENDED ACTION

Staff recommends adoption of Ordinance No. 13-1312.



Agenda Item No. 5.1

Resolution No. 13-4444, For the Purpose of Approving an
Inventory of Unclaimed Burial Spaces to be Reclaimed by Metro
Under Senate Bill 1537.

Resolutions

Metro Council Meeting
Thursday, July 25, 2013
Metro, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING AN	)	RESOLUTION NO. 13-4444
INVENTORY OF UNCLAIMED BURIAL)	
SPACES TO BE RECLAIMED BY METRO	)	Introduced by Paul Slyman and Kimberly
UNDER SENATE BILL 1537	)	Palmero

WHEREAS, in 1994 Metro assumed stewardship over fourteen pioneer cemeteries from Multnomah County;

WHEREAS, the pioneer cemeteries were established between 1848 and 1914 and originated under private ownership, each with its own distinct management style and system of records;

WHEREAS, Metro staff faced challenges distinguishing owned and unowned burial spaces due to antiquated and incomplete records;

WHEREAS, beginning in 2008 Metro staff reviewed cemetery records and determined that owned but unoccupied burial spaces had been resold without following the process provided by ORS 97.870-97.920;

WHEREAS, in 2012 the Oregon legislature passed a law, Senate Bill 1537, that allows cemetery authorities to use an administrative process rather than ORS 97.870-97.920 to reclaim burial spaces, provided that the burial spaces have gone unclaimed for a period of at least 75 years;

WHEREAS, Metro staff have identified 2,517 owned burial spaces at Metro's cemeteries that have gone unclaimed for a period of at least 75 years;

WHEREAS, Metro desires to use the process provided in SB1537 to address the resold problem and to make any additional unclaimed burial spaces available to the community;

WHEREAS, under SB1537, to begin the reclamation process, the governing body of the cemetery authority must adopt a predisposition resolution approving an inventory of unclaimed burial spaces, and the Metro Council is the governing body of Metro's pioneer cemeteries;

WHEREAS, Metro staff have created an inventory of unclaimed burial spaces, as set forth in Exhibit A, and the Metro Council has reviewed the inventory; now therefore

BE IT RESOLVED that the Metro Council

1. Accepts and approves the inventory of unclaimed burial spaces set forth in Exhibit A; and
2. Directs Metro staff to proceed with the notice requirements of SB1537.

ADOPTED by the Metro Council this 25th day of July 2013.

Tom Hughes, Council President

Approved as to Form:

Alison Kean Campbell, Metro Attorney

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Brainard	16		1, 2, 3	SCRIVEN, --	No record	E	None
Brainard	20		3	McCRAV, M.	7/5/1885	A	7/25/1885
Brainard	20		4	HASSLER, Henry	5/13/1884	A	12/1894
Brainard	24		1, 2, 3	AYLSWORTH, W. C.	4/27/1907	A	5/8/1907
Brainard	55		1, 2(W), 2(E), 4, 5	LEWIS, Thomas	1/3/1887	A	10/10/1890
Brainard	56		1, 3, 4, 5, 6	GAY, C. W.	2/18/1890	A	2/21/1890
Columbia Pioneer	43		1, 2, 3, 5	WRIGHT, --	No record	E	None
Columbia Pioneer	48		1, 2, 3, 4	CHRISTNER, --	No record	E	None
Columbia Pioneer	49		1, 2, 3, 4, 5	AGGERMAN, Mary	No record	E	None
Columbia Pioneer	56		5	THOMAS, --	Approx. 1894	D	1919
Columbia Pioneer	65		2, 3, 4, 5, 6	RISLEY, M.	Approx. 3/1894	D	Approx. 3/1894
Columbia Pioneer	69		2, 3, 4, 5, 6	EVERSOL, William	No record	E	None
Columbia Pioneer	75		1, 2, 3, 4, 5	ABRAM, Edward	No record	E	None
Columbia Pioneer	79		1, 2, 3, 4, 6	BRACKELBERG, --	No record	E	None
Columbia Pioneer	89		2, 3, 4, 5, 6	NOTZ, Albert	Approx. 1/1893	D	Approx. 1/1893
Columbia Pioneer	91		4, 5, 6	BROOKS, R.	Approx. 8/16/1895	D	Approx. 1/1910
Columbia Pioneer	94		2, 3, 4	ABRAM, J.	No record	E	None
Columbia Pioneer	134		2, 3, 4, 5, 6	SPURLING, --	Approx. 7/1884	D	Approx. 7/1884
Columbia Pioneer	139		1, 2, 3, 4, 5, 6	LONG, H.	No record	E	None
Columbia Pioneer	154		1, 2, 3, 4, 5, 6	NEIL, J. O.	No record	E	None
Douglass	37	1	2, 3, 4, 5, 6	LARSON, L. Jean	No record	E	None
Douglass	47	1	3, 5	TUFFORD, Robert	No record	E	None
Douglass	7	2	1, 2, 3, 4, 5, 6	FOX, A. O.	No record	E	None
Douglass	10	2	3, 4, 5	JONES, J. P.	Approx. 12/1914	D	5/6/1927
Douglass	34	2	1, 2, 4, 5	ANDERSON, Gustave	Approx. 12/1887	D	Approx. 12/1887
Douglass	106	4	2, 3	TUFFORD, Mrs. Nora	No record	E	None
Douglass	112	4	3, 4, 5, 6	BENEDICT, W. P.	Approx. 1914	D	Approx. 1917
Douglass	117	4	2	VANDEWALKER, Mrs. A. L.	Approx. 1917	D	Approx. 1917
Douglass	156	4	2	CALKINS, R. W. and Wife	Approx. 1918	D	Approx. 1918
Douglass	156	4	3, 5	HESELTINE, E. J. and Wife	Approx. 1921	D	Approx. 1921
Douglass	18	5	2, 3	POWELL, Anson	Bef. 2/1/1924	B	2/1/1924
Douglass	48	5	4, 5	SCHMAND, Mrs. Joseph	No record	E	None
Douglass	56	5	4	COURTER, Carrie	Bef. 12/4/1930	B	12/4/1930
Douglass	80	5	4	CAVANAUGH, J. R.	Bef. 12/13/1935	B	12/13/1935
Lone Fir	4A	B	3N, 4N, 5N, 5S	GLISAN, R.	9/2/1874	A	Approx. 4/1928
Lone Fir	4B	B	5S	GLISAN, R.	9/2/1874	A	Approx. 4/1928
Lone Fir	6	C	1N, 3N, 6N, 5S, 3S	HUGHES, Joseph A.	Bef. 3/23/1893	B	6/24/1901
Lone Fir	14	C	2N, 3N, 4N, 5N, 4S, 3S	DUNNING & CAMPION	Bef. 11/18/1893	B	4/23/1905
Lone Fir	7	E	1N, 2N, 3N, 5N, 6N, 7N, 8N, 9N, 10N, 11N	McENTEE, DUNNING & GILBAUGH	Bef. 3/11/1905	B	6/4/1905
Lone Fir	4	1	3S	PAINTER/PAYNTER, William M. or Mrs. M.	3/22/1858	A	11/30/1898
Lone Fir	5	1	1N, 2N, 3N, 3S, 2S, 1S	HOWE, J. M.	3/24/1858	A	3/24/1858
Lone Fir	7	1	2N, 3N, 3S, 2S	SCOTT, E. R.	3/20/1858	A	2/5/1936
Lone Fir	9	1	1N, 2N	CHURCH, William	3/17/1858	A	12/1927
Lone Fir	10	1	3S	PARTLOW, James M. or WESTON, --	4/2/1874 or Bef. 6/9/1899	A/B	1/5/1900
Lone Fir	11	1	1N, 2N, 3N, 3S, 2S, 1S	McLAUGHLIN, --	No record	E	None
Lone Fir	12	1	3S, 2S, 1S	THORNTON, H. G.	6/6/1862	A	6/6/1862
Lone Fir	14	1	3N	WALKER/WILKS, William	8/4/1860	A	6/28/1911
Lone Fir	15	1	1N, 2N, 3N, 3S	HAWKINS, J.	12/7/1858	A	Approx. 1916
Lone Fir	21	1	1N, 2N, 3N, 3S, 1S	HOLMES, T. J.	3/15/1858	A	9/23/1932
Lone Fir	24	1	2S	LOWNSDALE, D. H.	11/4/1861	A	Approx. 5/1877
Lone Fir	25	1	2N, 2S, 1S	DOBBS, J. or Mrs.	6/3/1859	A	1/16/1899
Lone Fir	26	1	1N, 2N, 3N, 3S, 2S, 1S	KRAUSS, G. W./G. M.	3/17/1858	A	3/17/1858
Lone Fir	27	1	1N, 2N, 3N, 3S, 2S, 1S	HARDENBURG, J. D. N. or P. D. W.	11/1/1859 or 3/22/1870	A	3/22/1870
Lone Fir	35	1	3N	MONASTES/MONASHET, David	3/16/1863	A	3/16/1863
Lone Fir	36	1	1N, 2N, 3N, 3S, 2S	FALING/FAILING, J.	11/4/1861	A	Approx. 10/1865

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	37	1	1N	PITTOCK, Robert	3/17/1858 or 6/23/1884	A	12/29/1893
Lone Fir	47	1	1N, 2S, 1S	BECK, William	3/17/1858	A	7/9/1917
Lone Fir	48	1	2N, 3S	WRIGHT, George	3/18/1858	A	5/8/1931
Lone Fir	50	1	1N, 2N, 3N, 3S, 2S	GIBBS, Addison C.	1/24/1859	A	Approx. 1859
Lone Fir	53	1	1N, 3N, 3S, 2S	CHITTENDEN, W. L.	5/28/1859	A	8/9/1861
Lone Fir	54	1	2N, 3N, 3S, 2S, 1S	WITHERELL, J. or WETHERED, T.	Bef. 2/24/1901 or 1/22/1859	B/A	2/24/1901
Lone Fir	58	1	1N, 2N, 3N	JOSLYN, E. S. or STRONG, G.	4/8/1858 or Bef. 11/18/1882	A/B	1/18/1901
Lone Fir	63	1	1N, 2N, 3N, 3S, 2S, 1S	CATHANS, O. or LATHAM, O.	No record or 12/10/1858	E/A	12/10/1858
Lone Fir	64	1	3S, 2S, 1S	HAMILTON, Joseph or STRANG, Capt. J.	1/29/1859 or Bef. 7/7/1890	A/B	8/3/1920
Lone Fir	65	1	1N, 1S	ROSS, Stephen	4/3/1858	A	3/22/1909
Lone Fir	68	1	3S, 2S, 1S	MASTERS, William	3/17/1858	A	3/17/1858
Lone Fir	69	1	3S, 2S, 1S	KEELER/KELLER, J. M. or ADAMS, Llewellyn	3/24/1858 or 3/4/1896	A	7/20/1933
Lone Fir	70	1	2S	TAYLOR, Peter J.	3/22/1858 or 3/3/1876	A	3/17/1888
Lone Fir	73	1	3N, 1S	ECKLES, C.	3/25/1858	A	7/6/1917
Lone Fir	74	1	1N, 3N, 3S, 2S	JACOBS, H. L. or BLAIN, Addie N./M.	3/17/1858 or 4/3/1896	A	4/12/1904
Lone Fir	76	1	1N, 2N, 3N, 3S, 2S, 1S	WINNE/Y, W.	5/31/1860	A	5/31/1860
Lone Fir	78	1	1N, 2N, 3N, 3S, 2S, 1S	SHINER, G. or SHRIVER, George	3/24/1858	A	3/24/1858
Lone Fir	79	1	3N	CONNOR, J. or EGGLESTON, Nann and Mary	1/19/1861 or 8/27/1896	A	8/29/1923
Lone Fir	80	1	1N, 3N, 3S, 2S, 1S	MENSIE/MENZIE, J.	6/6/1862	A	Approx. 6/1862
Lone Fir	82	1	1N	SCHRAMM, C.	7/6/1858	A	8/20/1924
Lone Fir	85	1	1N, 2N, 3N	STEPHENS, E. M.	No record	E	None
Lone Fir	86	1	3N, 3S, 2S, 1S	CRESWELL, G. W.	3/12/1859	A	6/15/1876
Lone Fir	87	1	1N, 2N, 3N, 3S, 2S, 1S	NEAVES, H.	4/11/1859	A	4/11/1859
Lone Fir	94	1	2N, 3N	LAKE, --	Approx. 4/1858	D	Approx. 4/1858
Lone Fir	94	1	3S, 2S, 1S	QUINN, --	No record	E	None
Lone Fir	1	2	1N, 3S, 2S, 1S	DECKER, B. B.	Bef. 4/14/1864	C	Approx. 1866
Lone Fir	6	2	1N, 2N, 3N, 3S, 1S	ALGRO, William or HOPKINS, Charles	Bef. 7/21/1903	B	7/21/1903
Lone Fir	7	2	1N, 2N, 3N, 1S	NEILSON, N. A.	1/27/1910	A	10/30/1912
Lone Fir	12	2	1N, 2N, 3S, 2S, 1S	FRAMBES/FRAMBERS, O. S.	6/12/1866	A	1/27/1867
Lone Fir	14	2	1N, 3N, 3S	SHELBY, A. D.	11/30/1864	A	2/21/1916
Lone Fir	15	2	1S	ROBINSON, F. W. or SITTON, Charles	Bef. 4/5/1891	B	4/29/1933
Lone Fir	19	2	1N	MOFFIT & PATTERSON	No record	E	None
Lone Fir	21	2	1N, 2N	BRELSFORD, A. C.; BRADFORD, A. E.; or BELLFORD, --	7/24/1865	A	7/25/1890
Lone Fir	26	2	1N, 2N, 3N, 3S, 1S	CAMPBELL, J. N./W.	7/4/1865	A	7/4/1865
Lone Fir	27	2	1N, 2N, 1S	SHERLOCK, Samuel or Mrs. S.	9/27/1865	A	11/29/1893
Lone Fir	29	2	1S	SMITH, S. M.	12/8/1864	A	12/3/1913
Lone Fir	6	3	1N, 2N, 3N, 3S, 2S, 1S	FERRY, C. P.	Bef. 8/9/1909	C	None
Lone Fir	7	3	1N, 2N	MYRICK, R. or CLINTON, W. T.	Approx. 10/1867	D	Approx. 10/1867
Lone Fir	7	3	3S, 2S, 1S	MYRICK, Josiah	Bef. 12/27/1906	C	None
Lone Fir	9	3	2N, 3S, 1S	BURKE, --	Bef. 5/27/1882	B	6/7/1882
Lone Fir	10	3	1N, 2N, 3N	HARRISON, J. or CLARK, R.	No record	E	None
Lone Fir	10	3	3S, 2S	WILSON, A. V.	Bef. 6/28/1859	C	Approx. 6/1859
Lone Fir	12	3	3S	SIMMONS, F. H.	Approx. 12/1863	D	1/13/1915
Lone Fir	14	3	1N, 2N, 3N, 3S, 2S, 1S	HOLLAND, A.	No record	E	None
Lone Fir	17	3	1N, 2N, 3N, 3S, 2S, 1S	COUCH, J. H.	Bef. 1/19/1870	C	None
Lone Fir	19	3	1N, 2N, 3N, 3S	OGDEN, W. S. or ROBBINS, B. F.	Approx. 1867	B	1879
Lone Fir	20	3	1S	FISHER, J. A.	Bef. 6/16/1886	B	6/4/1931
Lone Fir	23	3	1N	MIDDENDORF, --	Approx. 1868	D	4/25/1894
Lone Fir	24	3	1N, 2N	HOLMES, Thomas	Approx. 8/1865	D	9/23/1932
Lone Fir	25	3	1N, 3S	HOLMES, Thomas	Bef. 3/27/1902	B	9/23/1932
Lone Fir	26	3	1N, 2N, 3N	WILSON, Dr. R. B.	Bef. 1910	C	None
Lone Fir	32	3	1N, 2S, 1S	WASSERMAN, H.	Bef. 3/8/1889	B	3/8/1889
Lone Fir	33	3	1N	DAVIS, T. A.	Bef. 11/16/1888	B	12/28/1897
Lone Fir	34	3	1N, 3N, 3S, 2S, 1S	NICOLAI, A.	Bef. 3/9/1897	B	3/9/1897
Lone Fir	35	3	1N, 3N, 3S	WIEGAND, C. T.	Bef. 5/25/1892	B	2/16/1908

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	36	3	1N, 2N, 3N, 2S	CHAPMAN, J. A.	Bef. 12/14/1885	B	10/19/1890
Lone Fir	40	3	1N, 3S, 2S, 1S	STAGLICH/STAEGLICH, A.	Bef. 12/5/1863	C	Approx. 1870
Lone Fir	46	4	2N, 3N, 3S, 2S, 1S	BROTHERTON, R.	Bef. 2/19/1908	B	2/19/1908
Lone Fir	48	4	1N, 3N	SCHRADER, N.	Approx. 5/1869	D	Approx. 5/1869
Lone Fir	52	4	1N, 2N, 3N, 3S	QUIVEY, W.	Bef. 8/22/1869	C	Approx. 1/1900
Lone Fir	56	4	3N, 3S	HOSFORD, C. O.	Bef. 12/7/1896	B	11/1/1911
Lone Fir	57	4	3N, 3S	SMITH, J. C.	Bef. 8/2/1893	B	10/2/1904
Lone Fir	59	4	1N, 2N, 1S	DAWSON, A. R.	Approx. 7/1872	D	Approx. 3/1881
Lone Fir	61	4	3N	WEST, W. G.	Bef. 10/10/1886	B	4/21/1924
Lone Fir	62	4	2S, 1S	BUCHTEL, Joseph	Bef. 11/17/1891	B	1/7/1908
Lone Fir	63	4	1N, 2N, 3N, 3S, 2S, 1S	POLLACK, C.	No record	E	None
Lone Fir	64	4	2N	PRINDLE, C. W.	Bef. 11/13/1889	B	3/30/1935
Lone Fir	66	4	2S, 1S	BRONAUGH, E. C.	Bef. 11/26/1888	B	4/20/1915
Lone Fir	71	4	2N, 3N	DAY, Eph	No record	E	None
Lone Fir	73	4	2N, 3N, 3S, 2S	GOODWIN, B. F.	Bef. 2/16/1895	B	2/16/1895
Lone Fir	77	4	1N, 2N, 3S, 2S, 1S	JONES, Dr. W. C.	Bef. 9/1/1903	B	9/1/1903
Lone Fir	78	4	1N, 2N, 3N	SMITH, J. E.	No record	E	None
Lone Fir	78	4	3S	CARTER, T. J.	Approx. 8/1872	D	Approx. 12/1880
Lone Fir	80	4	3S, 2S	HARLOW, J.	5/10/1878	A	5/10/1916
Lone Fir	265	4	1N	BODMAN, Fannie H.	Bef. 2/18/1930	B	2/18/1930
Lone Fir	3	6	1N, 2N, 3S, 2S	TUTTLE, W.	11/11/1862	A	10/9/1932
Lone Fir	6	6	3S, 2S, 1S	HANSON, John	No record	E	None
Lone Fir	8	6	2N, 3N	COX, Daniel or ATKINSON, Albert	Approx. 3/1868	D	Approx. 3/1868
Lone Fir	8	6	3S, 2S, 1S	ATKINSON, Albert	No record	E	None
Lone Fir	9	6	1N, 2N, 3N	STEARNS, W. A.	7/24/1868	A	8/29/1878
Lone Fir	9	6	3S, 2S, 1S	STONE, W. A.	No record	E	None
Lone Fir	10	6	3N	STEVENS, J. W.	8/3/1868	A	8/24/1903
Lone Fir	10	6	3S, 2S, 1S	FRAZIER, J. S.	No record	E	None
Lone Fir	14	6	1N, 1S	DAMMEIER, George	Bef. 8/25/1892	B	11/14/1930
Lone Fir	17	6	3S, 2S, 1S	SMITH, George or THOMPSON, F.	3/2/1865 or 1/3/1901	A	10/6/1924
Lone Fir	18	6	1N, 3N, 3S, 2S	WINTZINGERODE, Charles V.	1/23/1868	A	7/6/1907
Lone Fir	19	6	3N	CONDON, Fred or GOODNOUGH, A.	Bef. 8/4/1884	B	12/4/1915
Lone Fir	19	6	3S	GOODNOUGH, A.	Bef. 2/25/1908	B	2/25/1908
Lone Fir	24	6	2N	LOGUS, Charles	Bef. 4/12/1900	B	Approx. 1/1924
Lone Fir	27	6	1N, 2N	HOLSAPPLE, James or G. W.	9/12/1863	A	6/17/1894
Lone Fir	30	6	1N, 2N	HOWE, Enoch	10/6/1868	A	2/27/1893
Lone Fir	30	6	3S, 1S	HOWE, Enoch or BOWMAN, Henry	Bef. 4/21/1881	B	2/27/1893
Lone Fir	31	6	3S, 2S, 1S	MYERS, George T.	4/27/1863	A	7/24/1883
Lone Fir	33	6	3N	DUPORT, Charles or GLADSTONE, --	10/11/1881 or No record	A/E	Approx. 4/1908
Lone Fir	33	6	3S, 2S, 1S	SMITH, Charles	10/5/1864	A	10/5/1864
Lone Fir	34	6	1N, 2N, 3N, 3S, 2S, 1S	COBLITZ, William or HUNT, J. T.	No record	E	None
Lone Fir	35	6	1N, 1S	HIGGINS, W. L.	Bef. 4/28/1906	B	8/25/1930
Lone Fir	37	6	2N, 3N	PEARSON, D. C.	9/21/1863	A	Approx. 9/1863
Lone Fir	37	6	3S, 2S, 1S	PARKER, R. A. or T. A.	2/29/1864	A	2/29/1864
Lone Fir	40	6	3N, 3S, 2S, 1S	GRAHAM, Charles	Bef. 5/31/1889	C	8/29/1889
Lone Fir	41	6	1S	POWELL, W. S.	10/22/1862	A	5/12/1898
Lone Fir	43	6	1N, 2N, 3N, 3S, 2S, 1S	LISLE, John G.	8/20/1865	A	8/20/1865
Lone Fir	45	6	1N, 2N, 3S, 1S	MULKEY, M. F.	Bef. 7/12/1889	B	7/12/1889
Lone Fir	47	6	2N, 3N, 3S	HARRIS, W. P.	9/25/1863	A	5/27/1897
Lone Fir	48	6	2N, 3N, 3S	LAMBERT, Noah	Bef. 6/21/1885	B	6/24/1901
Lone Fir	53	6	3S	CARSON, J. C.	10/9/1894	B	7/17/1913
Lone Fir	54	6	3N	NIBLETTE, Mary E. or COOK, E.	4/3/1897 or No record	A/E	8/22/1905
Lone Fir	54	6	2S	BRIGHT, John	Approx. 3/1867	D	Approx. 3/1867
Lone Fir	55	6	3S, 2S	CHRISTIAN, A.	Bef. 11/10/1922	B	11/10/1922
Lone Fir	59	6	1N, 2N	AYERS, J. or KNIGHT, George S.	6/5/1865 or No record	A/E	6/5/1865

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	59	6	3S, 2S, 1S	AYERS, John	6/5/1865	A	6/5/1865
Lone Fir	61	6	2N	KRAUSS, G. M.	11/21/1862	A	12/8/1906
Lone Fir	64	6	3N	BERNI, Stephen	8/15/1865	A	Approx. 1/1883
Lone Fir	64	6	3S, 2S, 1S	PIPER, Louis	8/19/1865	A	8/19/1865
Lone Fir	69	6	1N, 2N, 3N, 3S	SMITH, J. P. or EWRY & GARNOLD	1/4/1866 or 9/6/1878	A	2/10/1920
Lone Fir	74	6	1N, 2N, 3N, 3S, 2S, 1S	PAINE, H. G.	No record	E	None
Lone Fir	76	6	1N	BRADFORD, B. F.	Bef. 7/7/1903	B	7/7/1903
Lone Fir	78	6	2N, 3N, 3S, 2S	HODGES, S. C. or AITKEN, Alva	4/5/1865 or No record	A/E	Approx. 1888
Lone Fir	79	6	1N, 2N, 3N	MORGAN, H. G.	9/25/1865	A	9/25/1865
Lone Fir	80	6	1N, 2N, 3N, 3S, 2S, 1S	GRUBE, D. P.	No record	E	None
Lone Fir	82	6	3S, 2S, 1S	SLAYTON/STAYTON, R. S.	10/28/1863	A	4/29/1906
Lone Fir	86	6	3S	HALLOCK, A. B.	3/21/1863	A	12/30/1906
Lone Fir	88	6	1S	JONES, J. F.	6/14/1864	A	2/14/1907
Lone Fir	3	7	1N, 2N, 3N	MORGAN, Mrs. J. J.	Bef. 8/18/1929	C	None
Lone Fir	3	7	3S	ACKLEY, Samuel	Bef. 2/11/1882	B	2/11/1882
Lone Fir	4	7	2S	DRYDEN, William	Bef. 2/4/1884	B	Approx. 10/1896
Lone Fir	5	7	2S, 1S	BOOSIC, J. or CLARK, --	No record	E	None
Lone Fir	7	7	1N	CRAGE, J. H.	Bef. 9/20/1898	B	9/20/1898
Lone Fir	7	7	3S	WILLIAMS, Mary	Bef. 4/22/1900	B	2/24/1903
Lone Fir	8	7	1N, 2N, 3N	MARTIN, John	No record	E	None
Lone Fir	8	7	3S, 2S	BOWMAN, Captain	Bef. 11/25/1870	B	11/25/1870
Lone Fir	9	7	2N	PERRY, J. S.	Bef. 10/18/1885	B	10/8/1886
Lone Fir	10	7	1N, 2N, 3N	DORSEY, Rich	No record	E	None
Lone Fir	12	7	2N, 3N	WILSON, R. E.	Bef. 6/10/1886	B	6/10/1886
Lone Fir	13	7	1N, 2N, 3N	WALSTEIN, F.	No record	E	None
Lone Fir	19	7	2N, 3N	JOHNSON, Mrs. Fannie	6/17/1880	A	6/21/1880
Lone Fir	20	7	1N, 2N, 3N	COWGIL, J. B. or REINHART, S. A.	No record	E	None
Lone Fir	21	7	1N, 3N	JACKENS, --	No record	E	None
Lone Fir	21	7	3S, 2S, 1S	WEST, E. H.	No record	E	None
Lone Fir	22	7	1N, 2N, 3N, 3S, 2S, 1S	NEWMAN, A.	No record	E	None
Lone Fir	23	7	2N, 3N	CHATFIELD, C. H. or HOPKINS, Charles	Bef. 4/4/1895	B	4/4/1895
Lone Fir	23	7	3S, 2S, 1S	HOPKINS, Charles	No record	E	None
Lone Fir	24	7	1N, 3N, 3S, 2S	COOK, H.	Bef. 8/13/1906	B	8/13/1906
Lone Fir	25	7	2S	EWRY & COOK	Bef. 12/20/1898	B	11/14/1906
Lone Fir	26	7	3N	HALL, Charles	Bef. 11/22/1906	B	11/22/1906
Lone Fir	26	7	3S, 1S	SCHUYLER, Nichols	Approx. 8/1870	D	Approx. 8/1870
Lone Fir	27	7	3S, 2S, 1S	MANNING, F.	No record	E	None
Lone Fir	28	7	2S	CARR, Alfred	Bef. 12/19/1907	B	10/8/1917
Lone Fir	29	7	2N, 3N	ANDERSON, W. S.	4/7/1872	A	7/5/1872
Lone Fir	29	7	3S, 2S	COLLIER, W. R.	Bef. 7/7/1881	B	7/7/1881
Lone Fir	30	7	2N, 3N, 3S, 2S, 1S	CHAPIN, H. L.	Approx. 8/1872	D	Approx. 8/1872
Lone Fir	31	7	1N, 2N, 3N, 3S, 2S, 1S	MILLER, -- or JOHNSON, Prof. O. B.	No record or Bef. 2/9/1917	E/C	None
Lone Fir	33	7	3N	TIBBETTS, Albert or QUIMBY, C. L.	Bef. 9/17/1891	B	9/17/1891
Lone Fir	33	7	3S	EATON, C.	Bef. 6/16/1897	B	6/16/1897
Lone Fir	34	7	1S	GARDNER, C. or IRVING, R.	Bef. 2/24/1892	B	1/4/1908
Lone Fir	35	7	1N, 2N, 3N	IRVING, R. or DONEY, --	No record	E	None
Lone Fir	35	7	3S, 2S, 1S	IRVING, R.	No record	E	None
Lone Fir	36	7	1N, 3N	HANNAH, DOLPH	12/5/1874	A	Approx. 8/1877
Lone Fir	36	7	3S, 2S, 1S	HOYT, H. L.	Bef. 7/27/1898	C	None
Lone Fir	38	7	1N, 2N, 3N	LEISME, Annie L. or PERSON, Joseph	No record	E	None
Lone Fir	39	7	1N, 3N	WYMORE, Johnson	Bef. 10/30/1873	C	Approx. 10/1873
Lone Fir	40	7	3N	GIVENS, Mary	Bef. 9/16/1894	B	9/16/1894
Lone Fir	40	7	3S, 2S	REINKE/RINKE, C.	Approx. 8/1874	D	Approx. 8/1874
Lone Fir	41	7	1N	TRENNMANN/TRINKMAN, --	Approx. 4/1873	D	Approx. 1/1874
Lone Fir	42	7	1N	HANSELL, William C. or HOWITT, Rich	Approx. 6/1880	D	Approx. 6/1890

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	44	7	3N	JAMES, George V.	10/14/1872	A	11/23/1882
Lone Fir	44	7	3S, 2S, 1S	CARTIE, --	No record	E	None
Lone Fir	45	7	2N, 3N,	LEVERICH, --	Bef. 5/8/1902	B	5/8/1902
Lone Fir	46	7	3N	DAWSON, John	Bef. 8/24/1891	B	5/26/1895
Lone Fir	48	7	1N, 3N, 3S, 1S	EWRY & COOK	Bef. 1/8/1887	B	11/14/1906
Lone Fir	49	7	3N, 3S, 2S	EWRY & COOK	Approx. 4/1870	D	11/14/1906
Lone Fir	50	7	3S, 2S	McLEAN, F.	Bef. 11/11/1906	B	11/28/1913
Lone Fir	51	7	1S	PRESCOTT, Mrs. Sarah	Bef. 4/8/1883	B	Approx. 1898
Lone Fir	52	7	2N, 3N	WILLIAMS, Dan	No record	E	None
Lone Fir	53	7	1N, 3N	FALEM, M. M.	Bef. 8/27/1907	B	8/27/1907
Lone Fir	55	7	3S	FISK, Mrs. W. or CLARK, George	Bef. 7/20/1918	B	7/20/1918
Lone Fir	56	7	1N, 2N, 3N	BRIGGS, Leroy	No record	E	None
Lone Fir	56	7	1S	KLINE, John S.	Bef. 12/15/1898	B	12/15/1898
Lone Fir	57	7	3S, 1S	KINGSLEY, J. C.	Approx. 1/1873	D	Approx. 1/1873
Lone Fir	57	7	1N, 2N, 3N	KINGSLEY, J. C. or DRUMMOND, J. H.	Approx. 1/1873	D	Approx. 1/1873
Lone Fir	58	7	3S	GLASCO, --	Bef. 9/27/1886	B	9/27/1886
Lone Fir	59	7	1N, 2N, 3N	WILLIAMS, --	No record	E	None
Lone Fir	59	7	3S, 2S, 1S	HANSELL, William C.	No record	E	None
Lone Fir	60	7	3N, 2S, 1S	EWRY & COOK	Approx. 1871	D	11/14/1906
Lone Fir	61	7	3S, 2S, 1S	EWRY & COOK	Approx. 1872	D	11/14/1906
Lone Fir	62	7	2N, 3N, 2S, 1S	EWRY & COOK	Bef. 9/23/1894	B	11/14/1906
Lone Fir	63	7	1N, 2N, 3N	HARRIS, J. or FARIS, Julia	No record	E	None
Lone Fir	64	7	2N	LONGFELLOW, --	Bef. 9/12/1884	B	7/3/1886
Lone Fir	65	7	3N	KONNARD/KENNARD, Angeline	Bef. 4/9/1875	C	7/28/1909
Lone Fir	66	7	2S	GENTNER/GINTNER, --	Bef. 4/4/1895	B	4/4/1895
Lone Fir	68	7	1N, 2N, 3N	WILKINS, Mary	No record	E	None
Lone Fir	68	7	1S	GASPEL, --	Approx. 3/17/1874	D	Approx. 1/1875
Lone Fir	69	7	1N, 2N, 3N	WATERS, Isaac or NELSON, --	No record	E	None
Lone Fir	69	7	3S, 1S	WATERS, Isaac or FLOWERS, --	Approx. 6/1875	D	Approx. 6/1875
Lone Fir	70	7	1N, 3N	HAWKINS/HASKINS, --	Bef. 3/13/1896	B	3/13/1896
Lone Fir	70	7	3S, 2S, 1S	HARTLEIB, Dr. H.	No record	E	None
Lone Fir	72	7	1N, 2N, 3N, 3S, 2S, 1S	EWRY & COOK	No record	E	11/14/1906
Lone Fir	79	7	1N	CROWN, Eugene	Bef. 1/29/1902	B	12/1/1903
Lone Fir	79	7	3S	CUNNINGHAM, --	Approx. 5/1921	D	Approx. 5/1921
Lone Fir	80	7	3N	NICKUM, Marion N.	Bef. 8/30/1902	B	8/30/1902
Lone Fir	80	7	3S, 2S	PECK, Mrs. Minnie	Bef. 4/19/1885	B	4/19/1885
Lone Fir	81	7	3S, 2S, 1S	ALISKY, E.	Bef. 5/8/1874	B	4/29/1916
Lone Fir	86	7	2N	SKINNER, James	Bef. 5/3/1900	B	10/6/1901
Lone Fir	86	7	2S, 1S	DANVERS, Joseph	Bef. 11/8/1916	B	11/8/1916
Lone Fir	87	7	3S, 2S, 1S	CLARK, H. L.	No record	E	None
Lone Fir	87	7	2N, 3N	BAIN, William or CLARK, H. L.	Bef. 7/10/1872	C/D	Approx. 1872
Lone Fir	88	7	1N, 2N, 3N	ANDERSON, W. S.	No record	E	None
Lone Fir	89	7	1N, 2N, 3N, 3S, 2S, 1S	DELAND, George H.	No record	E	None
Lone Fir	9	7M	3S, 2S	CHAMBERLAIN, --	Bef. 11/18/1889	B	11/18/1889
Lone Fir	15	7M	2N, 3N, 3S, 2S, 1S	SMITH, J. E.	12/12/1878	A	4/6/1934
Lone Fir	16	7M	2N	SMITH, J. E.	1/25/1878	A	4/6/1934
Lone Fir	17	7M	1N, 2N, 3S, 2S	HUFORD/HERFORD, --	Bef. 3/8/1891	B	1/4/1892
Lone Fir	18	7M	2N, 3N, 1S	WILCOX, R.	Bef. 4/18/1877	C	2/22/1915
Lone Fir	1	8	3N, 3S	DAVIS, Judge H. W.	Bef. 8/18/1885	B	5/8/1895
Lone Fir	2	8	1N, 2N, 3N, 3S, 2S, 1S	NELSON, W. W.	No record	E	None
Lone Fir	3	8	1N	HARVEY, Daniel or HARVEY, Mrs. D.	Bef. 10/24/1884	C	1/6/1897
Lone Fir	4	8	1N, 2N, 3N, 3S, 2S, 1S	HARVEY, Daniel or Mrs. D.	Bef. 10/24/1884	C	1/6/1897
Lone Fir	5	8	2N, 3S, 2S, 1S	WITHERELL/WETHERELL, W. K.	Bef. 4/26/1884	B	4/26/1884
Lone Fir	6	8	3N, 2S	JUBITZ, Alvin	Bef. 12/20/1883	B	5/17/1914
Lone Fir	7	8	1N, 2N, 3N, 3S, 2S	HULERY, John	Bef. 8/23/1895	B	8/23/1895

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	8	8	1N, 1S	BARRETT/BASSETT, H. A.	Bef. 11/16/1895	B	3/13/1917
Lone Fir	9	8	2N, 3N, 2S, 1S	CONNEL/CORNELL, William	Bef. 1/7/1912	B	1/7/1912
Lone Fir	13	8	1N, 2N, 3N, 3S	NORTHROP, Henry C.	9/6/1871	A	11/17/1910
Lone Fir	14	8	2S	PAGE, W. W.	Bef. 4/18/1891	B	7/20/1916
Lone Fir	17	8	1N, 1S	AINSWORTH, J. C.	5/3/1871	A	10/19/1887
Lone Fir	18	8	1N, 2N, 3N, 3S, 1S	AINSWORTH, J. C.	5/3/1871	A	10/19/1887
Lone Fir	21	8	1S	ALLEN, J. J.	10/11/1871	A	10/19/1933
Lone Fir	35	8	1N, 2S, 1S	BARTON, W. W.	No record	E	None
Lone Fir	36	8	1N, 2N, 3N	PATTERSON, J. E.	No record	E	None
Lone Fir	36	8	3S	BROWN, Val	Bef. 5/15/1906	B	Approx. 5/1906
Lone Fir	40	8	1N	McKEAN, John	12/4/1871	A	5/15/1915
Lone Fir	46	8	3S, 2S, 1S	PARRISH, C. or ROBB, Mrs. Emma C.	No record	E	None
Lone Fir	48	8	1N, 2N, 3N, 3S, 2S, 1S	MARTIN, C. M.	6/3/1873	A	12/22/1873
Lone Fir	58	8	2N, 3S, 2S, 1S	HAUNSTEIN, C.	Bef. 1/1/1895	B	1/1/1895
Lone Fir	62	8	2N, 3N, 3S, 2S, 1S	CLINTON, C.	No record	E	None
Lone Fir	64	8	1N, 2N, 3N, 3S, 2S, 1S	JAMES, C. L.	No record	E	None
Lone Fir	66	8	1N, 2N	HUNTINGTON, Thomas	9/2/1874	A	1/17/1909
Lone Fir	70	8	1N, 3N, 3S, 2S, 1S(W), 1S(E)	CLARK, F. H.	No record	E	None
Lone Fir	72	8	1N, 2N, 3N, 2S, 1S	HANSEL, S. N.	Bef. 7/2/1900	B	7/2/1900
Lone Fir	73	8	3S, 2S, 1S	STEPHENSON, John	Bef. 5/16/1897	B	1/24/1937
Lone Fir	77	8	3S	STEMME, E. J. W. (Estate of)	6/24/1882	A	10/14/1914
Lone Fir	78	8	1S	GRAHAM, Jacob	5/15/1874	A	3/25/1898
Lone Fir	79	8	3S, 2S	DALSON, Melissa M. or DALTON, Mrs. R.	Bef. 9/27/1884	B	9/27/1884
Lone Fir	81	8	1N, 2N, 3S, 2S	KLOSTERMAN, A.	4/30/1877	A	Approx. 1/1927
Lone Fir	82	8	1N, 2N, 3S, 2S, 1S	HICKS, H. P. or Frank	Approx. 6/1877	D	Approx. 6/1877
Lone Fir	84	8	1N, 3N, 3S, 2S, 1S	IRVING/IRWIN, J. K. R.	Approx. 5/1877	D	Approx. 9/1878
Lone Fir	86	8	1N, 2N	MORRIS, B. W.	Bef. 11/21/1883	B	9/1/1906
Lone Fir	87	8	3N, 3S	JONES, J. H.	2/20/1875	A	4/5/1906
Lone Fir	88	8	1N, 2N, 3S	COOK, H.	Bef. 7/20/1894	B	8/13/1906
Lone Fir	45	8M	1N, 2N, 3N, 3S	PETERSON, Marshall and Briggs R.	12/27/1883	A	6/30/1920
Lone Fir	46	8M	3N, 2S	PETERSON, Marshall and Briggs R.	12/27/1883	A	6/30/1920
Lone Fir	51	8M	1N, 2N, 3N, 3S, 2S, 1S	PALMER, J. S.	8/10/1877	A	8/30/1877
Lone Fir	61	8M	2N, 3N, 3S, 2S, 1S	BAINBRIDGE, Carrie	9/27/1884	A	11/5/1884
Lone Fir	63	8M	1N, 1S	NOTTAGE, G. E.	1/27/187-	A	1/10/1933
Lone Fir	69	8M	2S	ROWE, H. S.	Bef. 1/10/1886	B	2/19/1919
Lone Fir	71	8M	3N, 3S, 2S, 1S	NORTON, Z. C./G.	Bef. 4/1/1892	B	4/1/1892
Lone Fir	2	9	1N, 2N, 3N, 3S, 2S, 1S	WALLER & LOWE	No record	E	None
Lone Fir	4	9	1N, 2N, 2S, 1S	CLARK, J. A.	Bef. 3/17/1883	B	6/20/1901
Lone Fir	5	9	3S	CLARK, J. R.	Bef. 2/15/1883	B	4/30/1910
Lone Fir	6	9	2S, 1S	McDONALD, C. A.	12/14/1877	A	12/16/1908
Lone Fir	8	9	2S, 1S	McCULLY, Thomas Young	Bef. 7/1/1897	B	4/19/1902
Lone Fir	11	9	2N, 3N, 3S, 1S	BURDIN & CLARK	5/17/1878	A	Approx. 11/1879
Lone Fir	21	9	2N	LASSALLE, Mrs. George P.	Bef. 4/29/1880	B	7/26/1880
Lone Fir	24	9	2N, 3S, 2S, 1S	CHOWN, J. G.	Approx. 9/1878	D	3/24/1908
Lone Fir	26	9	2N, 3N, 3S, 1S	WALLING, A. G.	11/4/1878	A	8/4/1910
Lone Fir	28	9	1N, 3S	HAMPTON, M. B. or WILHELM, Peter	Bef. 4/2/1896	B	8/1927
Lone Fir	32	9	1N, 2N, 3N, 3S	GOODSELL, D.	Bef. 9/1906	B	3/5/1913
Lone Fir	33	9	3N, 1S	HARVEY, Mrs. E.	Bef. 2/10/1884	B	9/3/1898
Lone Fir	34	9	3S, 2S, 1S	KOENIG, Mary	Approx. 8/1877	D	Approx. 11/1881
Lone Fir	36	9	1N	ELKINS, C. W.	2/3/1876	A	12/25/1899
Lone Fir	40	9	3N, 3S, 2S	FULLER, James L.	10/2/1879	A	11/2/1899
Lone Fir	42	9	1N, 2N, 3S, 2S, 1S	WILLARD, R. C.	Approx. 9/1878	D	Approx. 9/1878
Lone Fir	47	9	3N, 3S	PROPER/PROSSER, George W.	1/6/1877	A	2/26/1901
Lone Fir	49	9	1N, 2N, 3N	MUSGROVE, W. H.	9/11/1876	A	2/17/1921
Lone Fir	53	9	1N, 2N, 3N	HONEYMAN, William	5/17/1878	A	4/6/1915

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	55	9	1N, 1S	LEWIS, L. J.	Bef. 10/10/1884	B	4/8/1912
Lone Fir	59	9	1N, 2N	RICHARDS, D. S.	10/15/1875	A	7/23/1899
Lone Fir	61	9	3N	DeLAY, Joseph	2/3/1876	A	12/24/1924
Lone Fir	62	9	3N, 3S	BAUGHER, H. C.	Bef. 2/15/1892	B	5/8/1935
Lone Fir	65	9	2S	HOFFMAN, C. R.	Bef. 5/25/1881	B	6/26/1886
Lone Fir	67	9	3S, 2S, 1S	BOYD, H.	Bef. 10/9/1882	D	7/16/1905
Lone Fir	79	9	2N	PHELPS, G.	Bef. 2/27/1889	B	7/3/1898
Lone Fir	79	9	3S, 1S	MILLER, John C.	No record	E	None
Lone Fir	80	9	2N, 3N, 3S, 2S, 1S	LAGRANDE, J.	No record	E	None
Lone Fir	82	9	1S	COOPER, C.	Bef. 10/17/1914	B	9/5/1919
Lone Fir	84	9	1N	SOERENSON/SORENSEN, J.	Bef. 5/6/1901	B	8/8/1933
Lone Fir	85	9	3N, 3S, 2S, 1S	HILLMAN, G. W.	Bef. 11/2/1893	B	11/2/1893
Lone Fir	87	9	3N, 3S, 2S, 1S	NORTHROP, E. J.	8/1/1874	A	1/8/1875
Lone Fir	3	9M	1N, 2N, 3N, 3S, 2S, 1S	NATION, John	11/1/1875	A	12/30/1889
Lone Fir	4	9M	1N, 2N	NATION, John	11/1/1875	A	12/30/1889
Lone Fir	12	9M	1N, 3S, 2S, 1S	POPE, Fred	Approx. 8/1879	D	Approx. 8/1879
Lone Fir	14	9M	2N	PIPER, W.	Approx. 3/1880	D	Approx. 3/1880
Lone Fir	14	9M	3S	SYLVESTER, B.	Bef. 10/10/1885	B	10/10/1885
Lone Fir	1	10	2S, 1S	DELANEY, C. S. and MITCHELL, L. J.	Bef. 7/1/1898	B	7/1/1898
Lone Fir	2	10	1N, 3N	PRICE, Mrs. Anna	6/5/1895	A	Approx. 1904
Lone Fir	3	10	3N	CLARK/CLARKE, L. E.	Bef. 2/23/1895	B	3/14/1905
Lone Fir	4	10	3S, 1S	CAREY, Mrs. John W.	Bef. 2/24/1895	B	2/24/1895
Lone Fir	6	10	1N, 2N	MERRIET, Nathan	Bef. 2/26/1894	B	2/26/1894
Lone Fir	7	10	1N, 2N, 3N, 3S, 2S, 1S	SHINDLER, G.	No record	E	None
Lone Fir	9	10	2S, 1S	SIMMONDS, --	Bef. 3/9/1891	B	3/9/1891
Lone Fir	11	10	3S	BAXTON, F. P. or BUXTON, A. P.	Bef. 10/20/1886	B	8/20/1889
Lone Fir	13	10	1N	EWING, A. M. or ORGAN, J. O.	Bef. 4/19/1887	B	7/30/1917
Lone Fir	23	10	2N	RALSTON, Rebecca F.	4/3/1877	A	12/19/1914
Lone Fir	23	10	1S	STEPHENSON, William P.	5/16/1877	A	Approx. 3/1879
Lone Fir	24	10	1N, 3N	PROEBSTEL, Mrs. Elizabeth	2/7/1878	A	2/11/1878
Lone Fir	24	10	3S	KNOTT, H.	Bef. 6/7/1907	B	6/7/1907
Lone Fir	26	10	1N	PATTERSON, E.	Bef. 8/15/1897	B	1/22/1903
Lone Fir	26	10	3S, 2S	NEWHOUSE, E.	Bef. 4/10/1885	B	4/10/1885
Lone Fir	27	10	1N, 2N, 3N	LAMPER, C.	No record	E	None
Lone Fir	28	10	2S, 1S	RESCHKE, Ernest	Bef. 12/16/1882	B	12/16/1882
Lone Fir	35	10	3S	TUCKEY, Mrs. M. A.	Bef. 5/25/1897	B	4/29/1906
Lone Fir	36	10	3N	OTT, C. D.	Bef. 12/29/1898	B	9/9/1906
Lone Fir	43	10	1N, 2N, 3N	HOUGHAM, James	Bef. 9/7/1894	C	None
Lone Fir	45	10	3N	RILEY, E. J.	Bef. 9/13/1885	B	6/14/1907
Lone Fir	57	10	3S, 2S, 1S	ELGELKE/ENGELKE, L.	8/12/1878	A	9/9/1878
Lone Fir	59	10	3S	GRAHAMSON, Violet S.	Bef. 6/2/1893	B	5/11/1910
Lone Fir	60	10	3S, 1S	WENT, John	9/12/1887	A	2/23/1910
Lone Fir	63	10	1N, 3N	TAYLOR, D. W.	Approx. 2/1878	D	Approx. 2/1878
Lone Fir	64	10	1N, 3N	WILD, Cyrus	4/16/1880	A	4/24/1880
Lone Fir	83	10	3S	DUNBAR, George	Bef. 3/31/1927	C	Approx. 4/1927
Lone Fir	86	10	1N, 3N	HANSON, John	Bef. 10/9/1915	B	10/9/1915
Lone Fir	214	10	2N, 3N, 3S, 2S, 1S	JASMANN/JOSMANN, Jennie R.	Bef. 6/23/1915	B	6/23/1915
Lone Fir	2	10M	1S	McCAULEY, Lilla F.	3/26/1883	A	1/23/1906
Lone Fir	16	10M	1N, 2S, 1S	STITZEL, H.	Bef. 2/22/1878	B	2/22/1878
Lone Fir	21	10M	1N, 2S, 1S	WADE, G. E.	2/20/1885	A	12/21/1901
Lone Fir	6	11	1N	McCORMACK, Hugh	Bef. 7/14/1884	B	4/16/1907
Lone Fir	9	11	1N, 3N	SHARP, G. W. or DICKENS, W. F.	Bef. 7/18/1881	B	7/18/1881
Lone Fir	9	11	3S, 1S	LEWIS, William	Bef. 11/6/1881	B	8/29/1902
Lone Fir	10	11	3S, 1S	CAIRNS, John S.	Bef. 12/11/1881	B	12/11/1881
Lone Fir	11	11	2S, 1S	McEWAN, Alexander H.	7/2/1881	A	11/20/1916

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	12	11	3N	CAMPBELL, John and James	2/3/1881	A	8/10/1907
Lone Fir	14	11	3N	ELAND, Edward	Bef. 7/5/1896	B	9/4/1900
Lone Fir	15	11	1S	EDWARDS, Mary	Bef. 5/27/1881	B	2/1/1886
Lone Fir	17	11	2N, 3N	JACKSON & MEYERS	Approx. 1879	B	1879
Lone Fir	17	11	3S, 2S	BOYSON, --	Bef. 7/28/1915	B	7/28/1915
Lone Fir	18	11	1N	NEWSOM, L. D.	2/18/1884	A	3/29/1884
Lone Fir	18	11	3S	WARNER, J. G.	Bef. 1/19/1884	B	7/24/1890
Lone Fir	19	11	3S, 2S	EWRY, G. H.	Bef. 10/7/1894	B	10/7/1894
Lone Fir	23	11	3S	McCLINCY, Miss Camilla	Bef. 8/19/1882	B	9/5/1923
Lone Fir	46	11	3S, 1S	COOKE, Capt. H. or MURRAY, John W.	Bef. 2/14/1885	B	2/14/1885
Lone Fir	47	11	3N	GAFFNEY, Thomas H.	Bef. 9/17/1884	B	2/13/1891
Lone Fir	47	11	2S	JONES, Mrs. Hattie	Bef. 10/31/1884	B	1892
Lone Fir	48	11	3S, 2S, 1S	DOLAN, John	No record	E	None
Lone Fir	50	11	2N, 3N	BROWN, Mrs. M. E.	11/2/1882	A	6/29/1914
Lone Fir	52	11	1S	DEAN, E. C. or SPAULDING, E.	Bef. 4/14/1907	B	3/6/1923
Lone Fir	53	11	2N, 3N	SANDEEN, William	5/15/1882	A	4/20/1936
Lone Fir	54	11	1N	PLYMPTON, C. F.	Bef. 9/13/1899	B	12/1/1915
Lone Fir	54	11	3S	LAW, --	Bef. 9/1/1882	B	4/5/1887
Lone Fir	57	11	2N	CAMERON, Alex	Bef. 6/27/1881	B	6/27/1881
Lone Fir	82	11	2N, 3N, 1S	DWIER, Thomas E.	3/23/1883	A	9/15/1916
Lone Fir	85	11	3S, 2S, 1S	CUNNINGHAM, Mrs.	No record	E	None
Lone Fir	86	11	1N, 2N, 3S, 2S	LUGG, James	Approx. 1880	B	5/17/1910
Lone Fir	87	11	1N, 2N	REGNER, D. J.	Bef. 10/30/1880	B	7/27/1913
Lone Fir	88	11	3S	MINAHAN, Josephine	Approx. 1880	B	1909
Lone Fir	90	11	1N, 2N	REED, C. M.	Bef. 6/24/1886	B	6/24/1886
Lone Fir	209	11	1S	McIVER, --	3/7/1914	A	3/7/1914
Lone Fir	1	12	2N, 1S	ADAMS, Mrs. M. F. or SMITH, G. R.	Bef. 3/29/1883 or 8/2/1879	B/A	7/20/1915
Lone Fir	3	12	2N, 3N, 3S	DUNBAR, Agnes	3/4/1880	A	10/8/1906
Lone Fir	4	12	2N, 3S, 2S	GHEEN, W. P.	Bef. 4/20/1883	B	5/22/1913
Lone Fir	5	12	2N, 3N, 3S, 2S, 1S	HAMPTON, Mrs. N. C.	11/3/1879	A	1/2/1880
Lone Fir	6	12	2N, 3N, 3S	BROOKE, Lloyd	3/2/1880	A	5/2/1880
Lone Fir	9	12	1S	WALKER, Julia	Bef. 11/6/1889	B	7/30/1891
Lone Fir	10	12	3S, 2S, 1S	WALKER, Julia	Bef. 7/3/1888	B	2/14/1908
Lone Fir	17	12	1N	KNOTT, Joseph	Bef. 11/1858	B	5/2/1917
Lone Fir	29	12	2N, 3N, 3S	SATTERLY, William Quimby	Bef. 8/7/1881	B	Approx. 1887
Lone Fir	30	12	1N, 3N, 3S, 2S, 1S	CLARK/CLARKE, Thomas J.	8/1/1881	A	8/6/1881
Lone Fir	33	12	1N, 3N, 3S, 2S, 1S	COLE, Luther	4/13/1880	A	4/29/1906
Lone Fir	34	12	1N, 2N, 3N	COLBURN, A. K.	12/8/1880	A	3/27/1888
Lone Fir	39	12	1S	ALLARD, James	1/4/1881	A	4/4/1933
Lone Fir	41	12	1N, 2N, 3N	CORSEN, E. O.	Approx. 1880	B	Approx. 1923
Lone Fir	44	12	3S, 1S	GEORGE, -- or WRAGE, G. W.	Bef. 1/10/1886	B	2/11/1926
Lone Fir	45	12	2N, 1S	HUME, William	6/10/1880	A	9/22/1916
Lone Fir	46	12	1N, 3S, 2S, 1S	HUME, William	6/10/1880	A	9/22/1916
Lone Fir	59	12	1N, 3N, 2S, 1S	HEWETT, Henry	7/26/1876	A	8/1926
Lone Fir	60	12	2N, 3N, 2S, 1S	HEWETT, Henry	7/26/1876	A	8/1926
Lone Fir	66	12	2N	COWIE, W. H.	Bef. 6/2/1881	B	8/30/1910
Lone Fir	69	12	3N, 1S	BARROWS, George N.	6/1/1880	A	2/19/1907
Lone Fir	70	12	2N, 3S, 2S, 1S	POTTS, J. F.	Bef. 8/19/1881	B	8/19/1881
Lone Fir	74	12	2S	EFFINGER, W. H.	Approx. 1880	B	3/20/1909
Lone Fir	80	12	1N, 2N, 3S, 2S, 1S	FILLMORE, J. M.	4/2/1881	A	3/8/1881
Lone Fir	81	12	1N, 2N, 2S	EWRY & GARNOLD	Bef. 2/22/1882	B	2/10/1920
Lone Fir	82	12	1N	EWRY & GARNOLD	Bef. 11/7/1881	B	2/10/1920
Lone Fir	89	12	1N, 2N, 3S, 2S, 1S	SPAULDING/SPALDING, W. W.	Bef. 10/20/1904	B	3/28/1915
Lone Fir	90	12	1N, 2N, 3N, 2S, 1S	SPAULDING/SPALDING, W. W.	Bef. 10/20/1904	B	3/28/1915
Lone Fir	210	12	2N, 3N	SUMMERVILLE, D. F.	Bef. 12/29/1916	B	3/13/1920

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	218	12	1N, 3N, 3S, 2S, 1S	CONNOR, Cora E.	Bef. 9/4/1913	B	9/4/1913
Lone Fir	3	13	3N	COOKE, H.	Bef. 3/27/1882	B	8/13/1906
Lone Fir	7	13	1N, 1S	COMBS, R. G. or STEELMAN, --	Bef. 8/19/1881	B	2/25/1910
Lone Fir	10	13	1N, 2N, 1S	BROOKE/BROOCKE, L. E.	Bef. 10/26/1882	B	3/20/1912
Lone Fir	11	13	2N	NEAF, Mrs. Sarah E.	Bef. 2/26/1882	B	4/14/1937
Lone Fir	13	13	1N, 1S	LOVELACE, Briton/Brinton	Bef. 9/8/1903	B	11/24/1919
Lone Fir	15	13	1N, 2N, 1S	GUILD, Eliza	Bef. 11/22/1899	B	2/19/1932
Lone Fir	16	13	1N, 3N, 3S, 1S	GUILD, Eliza	Bef. 2/20/1887	B	2/19/1932
Lone Fir	17	13	1N, 2N, 3N	CARSON, J. C. or OBERLE, Flora	9/12/1877 or Bef. 6/27/1907	A/B	9/14/1911
Lone Fir	18	13	1N, 2N, 3N, 3S, 2S, 1S	CARSON, J. C. or OBERLE, Flora	9/12/1877 or Bef. 1899	A/C	9/14/1911
Lone Fir	24	13	3N, 3S, 2S	GRAN, F. H.	Bef. 3/19/1882	B	3/9/1905
Lone Fir	31	13	2N, 3N, 3S, 2S(W), 2S(E), 1S	McCOY, Dr. J. M.	Bef. 5/27/1890	B	5/27/1890
Lone Fir	40	13	2S	COOKE, H.	Bef. 12/26/1882	B	8/13/1906
Lone Fir	42	13	1S	WILLS, Mrs. Kate	1/3/1882	A	12/17/1915
Lone Fir	44	13	2S	TAYLOR, M. W.	Bef. 2/2/1888	B	3/19/1913
Lone Fir	45	13	3N, 2S, 1S	CARNEY, Edward	12/3/1882	A	1899
Lone Fir	48	13	1N, 3N, 3S, 2S	JOHNSON, Neil	12/30/1882	A	12/1/1893
Lone Fir	53	13	1N, 2N, 3N, 3S, 2S, 1S	SLOCUM, Capt. Josiah	No record	E	None
Lone Fir	54	13	1N, 2N, 3N, 3S, 2S, 1S	SLOCUM, Capt. Josiah	No record	E	None
Lone Fir	61	13	1N, 2N, 2S, 1S	ZELLER, George	Bef. 4/1/1883	B	9/28/1884
Lone Fir	64	13	1N, 2N	SMITHSON, H. C.	4/4/1883	A	3/7/1914
Lone Fir	79	13	1N, 3N, 3S, 2S, 1S	LUCAS, J. T.	Bef. 9/17/1882	B	10/10/1882
Lone Fir	80	13	2S	BURGY/BUIRGY, Amos	Bef. 3/6/1882	B	3/26/1934
Lone Fir	5	16	2S	BARBER, Henry	Bef. 9/25/1882	B	5/8/1898
Lone Fir	7	16	1N, 2N, 3N, 3S, 1S	SMITH, J. B. (Estate of)	Bef. 9/4/1882	B	9/4/1882
Lone Fir	8	16	2N, 3N	LANDE, B. J.	9/20/1882	A	7/2/1902
Lone Fir	8	16	3S	MELBY, Mrs. Anton	Bef. 9/21/1882	B	Approx. 12/1904
Lone Fir	9	16	1N, 3S	THOMPSON, William	8/1/1882	A	10/11/1930
Lone Fir	10	16	1N, 2N, 3N, 3S, 2S	TAYLOR, H. M.	Bef. 6/7/1882	B	6/7/1882
Lone Fir	13	16	1N, 2N, 1S	SMITH, Mrs. J. R.	8/22/1882	A	11/1/1884
Lone Fir	16	16	1N, 2N	SUTHERLAND, Thomas A.	9/2/1882	A	Approx. 9/1927
Lone Fir	17	16	3S	JOHNSON, George H.	11/2/1882	A	3/26/1907
Lone Fir	19	16	2N, 3N, 3S, 2S	MILLER, A. S.	Bef. 5/31/1884	B	6/1/1920
Lone Fir	20	16	3S	BOND, Mrs. Gaines	Bef. 8/29/1883	B	Approx. 1920
Lone Fir	21	16	1N, 2N, 3N	RINES, John or NEWHOUSE, W. E.	12/7/1882 or No record	A/E	12/17/1894
Lone Fir	22	16	1N, 2N, 3N, 3S, 2S, 1S	KIESSLING, H. H.	12/30/1882	A	1/5/1883
Lone Fir	29	16	3N, 1S	BRADEN, William	Bef. 10/10/1890	B	Approx. 1894
Lone Fir	30	16	1N, 2N, 3S, 2S	SIFFAIT, Mrs. George A. Alfred	4/19/1882	A	6/2/1882
Lone Fir	39	16	2S, 1S	FRANKLIN, A. A.	Bef. 6/15/1882	B	7/21/1894
Lone Fir	45	16	2S, 1S	MOORE, D. M.	4/3/1882	A	12/30/1914
Lone Fir	46	16	1N, 3N, 1S	LYON/S, E. C.	1/3/1882	A	8/21/1888
Lone Fir	47	16	1N, 2N, 1S	HULL, E. M.	2/2/1882	A	1/15/1931
Lone Fir	49	16	3S	BOYNTON, J. E.	1/3/1882	A	3/19/1915
Lone Fir	1G	18	1N, 2N, 3N, 4N, 4S, 3S, 2S, 1S	WIBERG, C. M.	2/3/1881	A	4/2/1881
Lone Fir	4G	18	2N, 3N	SMITH, Mrs. Mathilda A.	11/3/1894	A	Approx. 1937
Lone Fir	5A	18	1N, 2N, 3N	BEAL, C. and VANHOUTEN, C. A.	Bef. 4/10/1908	B	7/26/1911
Lone Fir	6A	18	1N, 2N, 3N, 4N, 4S, 3S, 2S	BALL, J. W.	Bef. 5/21/1895	B	5/13/1920
Lone Fir	1	19	1N, 3N, 3S, 2S, 1S	BRADFORD, Allen	12/2/1884	A	3/24/1885
Lone Fir	6	19	1N, 3S	HAIGHT, E. J.	Bef. 7/8/1885	B	12/8/1917
Lone Fir	10	19	1N, 3N	ANDERSON, Hans	Bef. 1/17/1888	B	1/17/1888
Lone Fir	10	19	1S	PETERSON, N. C.	Bef. 10/5/1889	B	7/2/1895
Lone Fir	12	19	3S, 1S	CONDILL, Ann (Estate of)	Bef. 10/19/1887	B	10/19/1887
Lone Fir	13	19	1N	JOHNSON, Olof	Bef. 7/8/1887	B	Approx. 1918
Lone Fir	17	19	1N, 2N, 1S	THOMAS, Mrs. L. J.	Bef. 9/20/1885	B	4/25/1892
Lone Fir	19	19	1N, 3N, 3S, 2S, 1S	REED/REID, George J.	4/4/1885	A	5/11/1886

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	20	19	1S	BAYH, John (Heirs of)	12/2/1884	A	9/23/1933
Lone Fir	21	19	1N, 1S	ALLEN, Mrs. W. F.	Bef. 1/9/1885	B	9/17/1899
Lone Fir	23	19	2N	WOHLERS, Al	Bef. 10/19/1885	B	9/13/1888
Lone Fir	25	19	2N, 3N	HAM, Alvin	Bef. 4/6/1888	B	4/6/1888
Lone Fir	25	19	3S, 2S	HANSON, H. T.	Bef. 7/5/1887	B	7/5/1887
Lone Fir	26	19	1N	STEINBERG, Ida C.	6/10/1887	A	3/17/1888
Lone Fir	26	19	3S, 1S	FENSTERMACHER, John (Estate of)	8/1/1887	A	9/7/1887
Lone Fir	27	19	1N, 2N	MASSON, James	Bef. 11/28/1888	C	Approx. 11/1888
Lone Fir	27	19	3S, 1S	THAYER, E. M.	Bef. 4/28/1888	B	4/25/1888
Lone Fir	28	19	1N, 2N	DAILEY, C. H.	Bef. 12/31/1887	B	6/20/1889
Lone Fir	29	19	1N, 2N	CRANE, Jasper	3/3/1888	A	3/20/1888
Lone Fir	30	19	2S, 1S	CURRY, John R.	Bef. 6/13/1888	B	6/13/1888
Lone Fir	35	19	1S	SMITH, Joseph	Bef. 7/4/1888	B	11/4/1918
Lone Fir	38	19	2N	GIGGEY, George or COOKE, Horatio	Bef. 11/29/1884	B	8/13/1906
Lone Fir	39	19	1N, 2N, 3S, 2S	WELCHE/WELCH, A.	Bef. 10/15/1885	B	Approx. 10/1905
Lone Fir	40	19	2N	EMMERT, Jacob	Bef. 3/12/1885	B	11/4/1923
Lone Fir	44	19	3S	ANDERSON, A. J.	Bef. 11/4/1888	B	11/6/1888
Lone Fir	46	19	2N, 3N	AVRY, Houghton A.	Bef. 4/29/1903	B	4/29/1903
Lone Fir	46	19	3S	McRAE/McRAY, --	Bef. 10/21/1888	B	1/23/1911
Lone Fir	47	19	3N	HILLIER, --	Bef. 8/31/1888	B	12/12/1891
Lone Fir	2	20	1N, 2N, 3S, 2S	BOWMAN, Joel B. or D. C.	8/3/1896	A	8/3/1896
Lone Fir	6	20	2N, 3N, 3S, 2S, 1S	JONES, D. H.	Bef. 4/21/1885	B	4/21/1885
Lone Fir	7	20	3N	HASTINGS, Phoebe	Bef. 1/20/1885	B	3/10/1903
Lone Fir	8	20	3S	DAVIDSON, J. H.	Bef. 3/3/1892	B	11/7/1895
Lone Fir	9	20	1N, 3N	PETERSON, B.	Bef. 8/22/1884	B	8/22/1884
Lone Fir	9	20	1S	KING, H. A.	Bef. 8/24/1884	B	1/15/1906
Lone Fir	10	20	3N	GOULD, Mrs. Mary E.	4/1/1886	A	3/5/1934
Lone Fir	11	20	3S, 1S	KATZDOUBLER/KATZDOWLLER, Mr.	Bef. 11/20/1886	B	11/20/1886
Lone Fir	12	20	3S, 1S	LINDSEY, A. B.	Bef. 9/17/1886	B	9/17/1886
Lone Fir	13	20	3S, 1S	CECIL, T. L. T.	Bef. 3/14/1886	B	3/14/1886
Lone Fir	15	20	2N	CAWTHORN, J. R.	Bef. 8/5/1885	B	11/8/1903
Lone Fir	17	20	2S	SUTHERLAND, A. J.	Approx. 1866	B	4/5/1917
Lone Fir	18	20	1S	TINGRY, C. O.	Bef. 12/24/1885	B	12/24/1885
Lone Fir	20	20	3N	SELLWOOD, Rev. John W.	Bef. 3/15/1890	B	8/8/1915
Lone Fir	20	20	3S	DALY, James L.	2/9/1884	A	11/11/1893
Lone Fir	23	20	1N(W), 1N(E), 2N, 2S(W), 2S(E), 1S	WILSON, H. M.	Bef. 8/4/1884	B	4/3/1885
Lone Fir	24	20	2S	MERGENSE, J. D.	Bef. 2/21/1873	B	1/28/1903
Lone Fir	27	20	2N	LAMOTTE, Mrs. Anna	Bef. 10/20/1885	B	5/10/1892
Lone Fir	27	20	3S, 2S	WOODS, Benjamin	Bef. 9/23/1885	B	9/23/1885
Lone Fir	28	20	3S	LEVY, Celia	12/2/1885	A	2/13/1886
Lone Fir	28	20	2S	STONE, Alice H.	Bef. 4/11/1886	B	10/9/1889
Lone Fir	30	20	1N, 3N	JACKSON, Minor	9/2/1886	A	5/3/1902
Lone Fir	33	20	1N, 3N	WATKINS, Edward H.	Bef. 10/19/1885	B	10/19/1885
Lone Fir	34	20	1N	DURKEE, S. G.	Bef. 6/2/1885	B	12/28/1903
Lone Fir	34	20	3S, 2S, 1S	CROSBY, William D.	No record	E	None
Lone Fir	36	20	1N, 2S, 1S	SLOAN, A. G.	11/6/1884	A	5/12/1902
Lone Fir	37	20	3S, 2S	McCORMACK MONTE/MONTO, Elizabeth	11/2/1884	A	1/20/1921
Lone Fir	38	20	3S, 2S	WILSON, Mrs. J. C.	9/8/1885	A	2/5/1886
Lone Fir	39	20	1N, 3N, 3S, 2S, 1S	KING, Bessie L.	Bef. 4/12/1884	B	4/12/1884
Lone Fir	40	20	3N, 3S, 1S	WOODWARD, E. M.	3/11/1884	A	8/28/1890
Lone Fir	44	20	2N, 3S, 2S	UHLMAN, Theodore J.	7/16/1884	A	1/5/1892
Lone Fir	45	20	1N, 2N, 3N, 3S, 2S	GANTENBEIN, Annie O.	Bef. 9/10/1884	B	9/10/1884
Lone Fir	46	20	1N, 3N	WOODHAM, Fred	Bef. 2/10/1885	B	2/10/1885
Lone Fir	47	20	1N, 3N	McTURK, Jennie	9/20/1887	A	10/17/1887
Lone Fir	47	20	3S, 2S	NICHOLS, Alfred	Bef. 4/11/1885	B	4/11/1885

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	49	20	1N, 2N	PIKE, Olof	3/2/1886	A	4/15/1886
Lone Fir	50	20	3S	WEINKE/WIENKE, Charles	Bef. 1/29/1886	B	4/10/1894
Lone Fir	1	21	1N, 2N, 3N, 3S, 2S, 1S	DUDLEY, John	No record	E	None
Lone Fir	7	21	1N	WHITING, J. F.	11/2/1883	A	11/16/1893
Lone Fir	10	21	1N, 2N, 3S, 2S, 1S	NEWELL, Mrs. Mattie	Bef. 12/31/1883	B	12/31/1883
Lone Fir	11	21	1N, 2N, 3S	NICOLAI, Theodore	Bef. 1/7/1884	B	5/10/1893
Lone Fir	12	21	3S, 2S	DEHL, Mrs. Thyge or JORDAN, Thomas A.	Bef. 1/12/1884	B	1/12/1884
Lone Fir	13	21	2S, 1S	HALLET, D. M. or CHASE, Mrs. M. A.	Bef. 9/9/1887	B	9/9/1887
Lone Fir	14	21	1N, 3S	COFFER, J. E.	Bef. 10/17/1883	C	1884
Lone Fir	17	21	2N, 3N, 1S	GARFIELD, H. E.	Bef. 2/21/1883	B	7/18/1883
Lone Fir	18	21	2N, 3S, 2S, 1S	KECK, James	Bef. 6/18/1883	B	10/26/1909
Lone Fir	24	21	3S, 2S, 1S	KEITH, Mary M.	Bef. 3/14/1896	C	6/26/1900
Lone Fir	27	21	1N, 2N, 1S	PREBLE, E. P.	Bef. 12/11/1881	B	9/12/1883
Lone Fir	30	21	2N, 2S, 1S	KIME, J. H. & Son	2/1/1884	A	9/21/1891
Lone Fir	31	21	3S	RUMSEY, A. L.	Bef. 7/15/1884	B	8/29/1884
Lone Fir	33	21	1N, 2S, 1S	WILLIAMS, Mrs. R.	Bef. 11/22/1883	B	11/22/1883
Lone Fir	37	21	2S, 1S	McINNES, Alex	Bef. 7/19/1884	B	4/16/1929
Lone Fir	38	21	1N, 3S, 2S, 1S	GODART, J.	8/1/1883	A	6/26/1890
Lone Fir	48	21	2N	BUTLER, Mrs. David	Bef. 10/23/1883	B	10/23/1883
Lone Fir	1	22	1N, 2N, 2S	KEITH, Mathew	5/7/1883	A	3/14/1930
Lone Fir	3	22	1N, 2N, 2S, 1S	BURKHARD, Joseph	11/2/1884	A	3/19/1900
Lone Fir	4	22	1N, 2N, 3S, 2S, 1S	BURKHARD, Joseph	11/2/1884	A	3/19/1900
Lone Fir	7	22	3S, 2S	PARRISH, Caleb	4/13/1887	A	11/20/1919
Lone Fir	39	22	2N, 3N, 3S	CONNEL, Robert or WILSON, John	6/2/1885 or 4/2/1890	A	1/25/1895
Lone Fir	49	22	3S, 1S	HILL, C. H.	Bef. 5/26/1891	B	11/21/1936
Lone Fir	50	22	1S	HILL, C. H.	Bef. 6/21/1903	B	11/21/1936
Lone Fir	25	23	1N, 2N, 3N	DENT, William	Bef. 9/1/1885	B	3/21/1896
Lone Fir	26	23	1N, 2N, 3S, 2S, 1S	JAMEX/JAMES, H. M.	5/5/1886	A	5/12/1886
Lone Fir	27	23	3N	WYLIE, W. A.	Bef. 7/29/1886	B	4/16/1914
Lone Fir	27	23	1S	KALICH/KALISH, P.	Bef. 8/8/1886	B	2/27/1919
Lone Fir	37	23	1N, 2N, 3N, 3S, 2S, 1S	SOMMERVILLE/SUMMERVILLE, John	9/12/1884	A	Approx. 8/1870
Lone Fir	38	23	1N, 2N, 2S, 1S	SOMMERVILLE/SUMMERVILLE, John	9/12/1884	A	Approx. 8/1870
Lone Fir	39	23	2N, 3N, 3S, 2S	McCORMICK, Mrs. H. M.	2/8/1886	A	3/10/1886
Lone Fir	26	24	3N	MANNING, S. B.	Bef. 1/16/1887	B	1/16/1887
Lone Fir	27	24	2S	ELMER, James	Bef. 1/28/1887	B	11/26/1934
Lone Fir	31	24	1S	LAWRENCE, A. T.	Bef. 12/13/1905	B	21/13/1905
Lone Fir	37	24	1N, 2N, 3N, 3S	STANTON, J. A.	Bef. 9/15/1889	B	3/9/1890
Lone Fir	38	24	1N	EHLERS, Andrew	10/1/1889	A	3/10/1907
Lone Fir	38	24	3S	WEGSTEIN, F. P.	Bef. 4/24/1888	B	9/22/1891
Lone Fir	40	24	1N	WILLIAMS, James. T.	Bef. 2/20/1887	B	5/11/1888
Lone Fir	1	25	3S, 2S	HESSE, David	Bef. 3/9/1890	B	3/9/1890
Lone Fir	3	25	3S	RAWLINGS/RAWLINS, Fred S.	Bef. 12/19/1890	B	1/6/1891
Lone Fir	16	25	1S	DUNNING & CAMPION	Bef. 7/30/1890	B	4/23/1905
Lone Fir	18	25	3S, 2S	LOVEJOY, E. P.	Bef. 9/12/1890	B	8/19/1919
Lone Fir	19	25	1S	BROWN, H.	Bef. 8/27/1890	B	12/4/1892
Lone Fir	22	25	1N, 2N, 3N	MORRIS, Ida C.	No record	E	None
Lone Fir	23	25	3N	LOFSTEDT/LOPSTEDT, Charles W.	Bef. 6/1/1890	B	1/19/1931
Lone Fir	23	25	3S, 2S	ANDERSON, Mrs. Katie or LOVEJOY, E. P.	6/4/1890 or Bef. 5/5/1890	A/B	8/19/1919
Lone Fir	27	25	2N	HOWARD, Catherine N.	Bef. 8/25/1890	B	6/7/1892
Lone Fir	27	25	2S	LEO, William	Bef. 11/10/1891	B	3/15/1899
Lone Fir	28	25	2N	MELTON/MILTON, J. A.	Bef. 7/5/1892	B	1/5/1916
Lone Fir	30	25	1N	SMITH, G. G. or LOW, Isaiah	Bef. 12/6/1890 or 3/11/1905	B/A	11/3/1909
Lone Fir	30	25	2S	HAWLEY, B. C.	Bef. 7/21/1890	B	7/21/1890
Lone Fir	34	25	3S	MORRIS, P. D.	Bef. 1/13/1895	B	3/30/1925
Lone Fir	38	25	1N	ALTHAMAS, O. L.	Bef. 8/2/1889	B	5/1/1901

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	38	25	2S	FLYGER, L. P.	6/3/1889	A	7/15/1906
Lone Fir	39	25	3S	MASTERS, George	Bef. 6/8/1889	B	12/21/1902
Lone Fir	41	25	2N	PERSON, John A.	6/3/1893	A	11/3/1924
Lone Fir	44	25	3S, 2S	SWINSON, T. P.	Bef. 3/16/1889	B	3/16/1889
Lone Fir	46	25	2S	WYNKOOP, W. H.	8/2/1889	A	4/30/1893
Lone Fir	48	25	3S	BOGGS, Mrs. Belle	Bef. 1/3/1889	B	12/26/1889
Lone Fir	49	25	3N	McFARLAN/D, M.	Bef. 1/15/1890	B	3/26/1898
Lone Fir	49	25	3S, 2S	ATKINS, William	Bef. 12/3/1890	B	12/3/1890
Lone Fir	51	25	1N, 2N, 3N, 1S	HACKETT, Nathan	Bef. 11/3/1889	B	12/18/1925
Lone Fir	52	25	2S	KNIGHT, Sumner C.	Bef. 10/12/1896	B	8/2/1900
Lone Fir	65	25	3S, 1S	CAPPS, Elfa C.	5/2/1889	A	5/25/1889
Lone Fir	67	25	3S	BORG, L. S.	Bef. 4/21/1890	B	11/19/1919
Lone Fir	68	25	3S	CHURCH, James	Bef. 2/4/1882	B	7/22/1918
Lone Fir	69	25	3S, 2S, 1S	JOHNSON, Nils and Hilda	4/21/1930	A	4/21/1930
Lone Fir	70	25	1S	ATWOOD, G. W.	Bef. 10/10/1897	B	Approx. 9/1898
Lone Fir	71	25	2N, 3N	ELLIOT, J. W.	7/2/1890	A	4/7/1936
Lone Fir	83	25	1N, 2S	DICKERSON, S. W.	10/4/1887	A	10/15/1904
Lone Fir	86	25	3S, 2S	PARKER, Mrs. J. H.	1/26/1888	A	4/8/1930
Lone Fir	88	25	1N, 2N, 3S, 2S, 1S	SEGER/HAGER, T. L.	Bef. 6/28/1888	B	6/28/1888
Lone Fir	90	25	1N, 3S, 2S	BEERS, Mrs. S. S.	4/2/1889	A	1936
Lone Fir	96	25	1N, 3N, 3S, 1S	BANK/S, F. A. or BEERS, Mrs. S. L.	Bef. 4/16/1881	B	2/25/1919
Lone Fir	100	25	1N, 2N, 3S, 2S, 1S	SWINNES/SWENNES, T. P.	Bef. 7/30/1887	B	4/8/1891
Lone Fir	4	26	1N, 3N, 3S, 2S, 1S	BROWN, J. W.	Bef. 3/9/1889	B	3/9/1889
Lone Fir	7	26	2N, 3N, 1S	MENDENHALL, J. C.	4/2/1889	A	9/3/1894
Lone Fir	14	26	3S, 2S, 1S	HUMPHREY, James	Bef. 1/21/1890	B	4/23/1911
Lone Fir	17	26	2N, 1S	WHITE, Mrs. Mary A.	2/3/1890	A	3/28/1914
Lone Fir	25	26	1N	HOWE, Mary H.	Bef. 6/5/1890	B	2/15/1938
Lone Fir	26	26	2S, 1S	ANDERSON, Emma H.	Bef. 3/16/1890	B	3/16/1890
Lone Fir	29	26	3S, 2S, 1S	ARNBERG, A.	Bef. 6/21/1890	B	Approx. 7/1907
Lone Fir	31	26	1N, 3N	SMITHSON/SMITSON, A. J.	8/2/1890	A	12/26/1890
Lone Fir	35	26	1S	BROWN, Mrs. H. L.	Bef. 5/17/1890	B	5/17/1890
Lone Fir	37	26	1N, 2N, 2S, 1S	TOBEY, G. B.	Bef. 3/23/1890	B	2/22/1894
Lone Fir	41	26	1N, 2N, 1S	STOLTE, F.	Bef. 8/28/1888	B	8/29/1890
Lone Fir	43	26	1S	TOLLESON/TOLLISON, Thomas	8/2/1890	A	6/20/1934
Lone Fir	47	26	1N	LONG, S. S.	Bef. 10/27/1890	B	2/23/1911
Lone Fir	47	26	1S	TERRY, Samuel	Bef. 11/9/1890	B	3/15/1920
Lone Fir	2	27	1S	WYATT, Mrs. M. E.	Bef. 5/6/1892	B	1/8/1931
Lone Fir	4	27	3S, 1S	YOUNG, E. H.	Bef. 8/12/1891	B	8/12/1891
Lone Fir	5	27	2S	SCHMEER, Henry	Bef. 7/1/1891	B	5/19/1938
Lone Fir	6	27	3S, 2S, 1S	RUSSELL, Samuel	Bef. 1929	C	3/15/1929
Lone Fir	7	27	1N, 3N	MESSONIER, Alexis or WEBBER, H. C.	Bef. 6/18/1891	B	6/18/1891
Lone Fir	7	27	3S, 1S	JENKINS, George	Bef. 4/7/1891	B	4/7/1891
Lone Fir	8	27	3S, 1S	ROBB, Catherine	Bef. 2/18/1891	B	2/18/1891
Lone Fir	9	27	2N	BRUCE, Mary A.	Bef. 1/22/1891	B	1/29/1905
Lone Fir	10	27	3N, 3S	CARVELL, T. F.	12/2/1890	A	3/9/1938
Lone Fir	17	27	1S	KOZER, G. M.	5/2/1892	A	12/20/1915
Lone Fir	21	27	3N	OTIS, Myron	Bef. 12/25/1891	B	6/19/1920
Lone Fir	23	27	3S, 1S	SEHLSTROM/SAHLSTROM, Richard	Bef. 4/16/1892	B	4/16/1892
Lone Fir	24	27	1N	GILBERT, John (Estate of)	Bef. 8/25/1891	B	8/25/1891
Lone Fir	25	27	1N, 3N	HUMPLEBY/HUMPLELY, Hiram	Bef. 7/3/1891	B	7/3/1891
Lone Fir	26	27	3N	BALMER/PALMER, J.	Bef. 5/25/1890	B	11/14/1906
Lone Fir	26	27	3S, 1S	GARDIN/JARDIN, Alice	Bef. 9/10/1891	B	9/10/1891
Lone Fir	29	27	2S, 1S	HARRIS, S.	No record	E	None
Lone Fir	31	27	3S, 2S, 1S	McMILLEN, Alice or SCHROEDER, E. L.	Bef. 6/29/1891	B	3/3/1912
Lone Fir	36	27	3S, 1S	RUPACH, F. P.	12/2/1891	A	12/15/1891

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	37	27	2N	NELSON, John	Bef. 11/6/1891	B	11/6/1891
Lone Fir	38	27	3S, 1S	SMITH, Jane	Bef. 1/30/1892	B	1/30/1892
Lone Fir	39	27	1S	WILLIAMSON, John and MURTON, Stephen (Heirs of)	4/12/1892	A	1/6/1904
Lone Fir	40	27	3S, 1S	KELNER/KILNER, George	Bef. 1/11/1892	B	1/11/1892
Lone Fir	41	27	1N, 2N, 3S, 2S	SCOTT, S. J.	Bef. 1/24/1892	B	8/29/1898
Lone Fir	43	27	1S	WUNDER, Minnie	Bef. 3/14/1892	B	6/19/1901
Lone Fir	44	27	1N, 3N, 3S	GILSTRAP, Mrs. Carrie E.	Bef. 1/5/1892	B	2/29/1932
Lone Fir	4	28	1N, 2N, 2S, 1S	STRAUHAL, J. F.	Bef. 9/27/1892	B	9/19/1899
Lone Fir	13	28	1N	TOMKINS, J. D.	12/5/1893	A	4/16/1906
Lone Fir	16	28	3N	BLUM, Dora C.	Bef. 12/15/1892	B	5/13/1925
Lone Fir	18	28	2N, 3N	LARSON, Carrie	Approx. 12/1892	B	Approx. 12/1892
Lone Fir	19	28	3S, 1S	HUBBERT, --	Bef. 11/6/1892	B	11/6/1892
Lone Fir	22	28	2N, 3N	BURNETT, F.	Bef. 11/17/1892	B	11/17/1892
Lone Fir	22	28	3S	DIMOND, Mrs. N. E.	3/6/1893	A	4/48/1915
Lone Fir	25	28	3N, 3S, 2S, 1S	KIMBALL, Julia A.	Bef. 5/5/1893	B	9/19/1916
Lone Fir	28	28	1N, 3N	HALL, W. J.	Bef. 3/20/1894	B	3/20/1894
Lone Fir	28	28	2S	McCLEARY, Rebecca	Bef. 2/13/1894	B	6/26/1911
Lone Fir	34	28	1N, 3N	SALDERN, S.	Bef. 9/19/1893	B	9/19/1893
Lone Fir	40	28	1N, 3N	SIMPSON, Ethel, Elva, Camilla, Zena and Vera	Bef. 4/5/1893	B	4/5/1893
Lone Fir	42	28	2S, 1S	GARRETSON, Jacob C.	Bef. 1/9/1893	B	1/9/1893
Lone Fir	43	28	1S	HASKELL, S. V.	Bef. 4/5/1893	B	2/7/1906
Lone Fir	44	28	3S, 2S, 1S	SMITH, Clara S.	No record	E	None
Lone Fir	45	28	3N	OGDEN, Miss C. C.	Bef. 7/5/1893	B	3/4/1894
Lone Fir	45	28	3S	CLARK, L. F.	Bef. 5/15/1893	B	8/1/1918
Lone Fir	47	28	2S, 1S	HEATH, Perry S.	Bef. 6/16/1893	B	4/16/1936
Lone Fir	4	29	1S	EWRY & GARNOLD	Bef. 8/2/1890	B	2/10/1920
Lone Fir	19	29	1S	COOKE, H.	Bef. 4/23/1890	B	8/13/1906
Lone Fir	41	29	1N	ROGERS, John	Bef. 2/2/1894	B	1/6/1910
Lone Fir	4	30	3S	DUNNING & CAMPION	Bef. 4/2/1899	B	4/23/1905
Lone Fir	27	30	1S	DUNNING & CAMPION	Bef. 12/17/1900	B	4/23/1905
Lone Fir	46	30	1N	DUNNING & CAMPION	Bef. 4/8/1901	B	4/23/1905
Lone Fir	51	30	2S	DUNNING & CAMPION	Bef. 7/3/1901	B	4/23/1905
Lone Fir	72	30	2N	ARTHUR, D.B.	Bef. 8/11/1896	B	1/17/1935
Lone Fir	2	31	3N, 2S, 1S	MOAR/MOORE, Mary	Bef. 8/7/1896	B	5/15/1915
Lone Fir	3	31	2S, 1S	TAYLOR, Mrs. Loretta	Bef. 3/6/1898	B	3/28/1909
Lone Fir	7	31	1S	CULVER, Miss Mila	12/4/1900	A	10/14/1912
Lone Fir	10	31	1S	COX, William	5/5/1900	A	6/23/1923
Lone Fir	11	31	3N, 2S	NEITZEL, A.	Bef. 3/1/1900	B	6/7/1933
Lone Fir	13	31	1S	MORLEY, Walter	9/6/1900	A	12/3/1900
Lone Fir	15	31	1N, 3N	WALKER, T. G.	Bef. 1/3/1901	B	1/3/1901
Lone Fir	16	31	1N, 2N	RAYMOND/REYNARD, Mrs. A. W.	Bef. 3/22/1900	B	3/22/1900
Lone Fir	17	31	1N, 1S	TELLIER, Nelson	Bef. 12/28/1899	B	1/31/1907
Lone Fir	19	31	1S	VERDAGLIO, Emma	5/2/1935	A	7/31/1935
Lone Fir	21	31	3S	NEMETZ, John	7/7/1899	A	5/14/1904
Lone Fir	28	31	1N	WENIGE, Mrs. L. G.	10/7/1899	A	11/3/1907
Lone Fir	28	31	1S	KETCHUM, Mrs. George W.	Bef. 3/5/1899	B	9/12/1928
Lone Fir	29	31	3S	GILLETTE, J.	10/7/1899	A	3/25/1919
Lone Fir	31	31	3N	PEHRSON/PERSON, Mrs. Neils/Nels	5/20/1901	A	10/30/1915
Lone Fir	33	31	1S	SMITH, Thomas C.	Bef. 12/20/1900	B	4/19/1930
Lone Fir	35	31	3S	SHARKEY, Mrs. George P. or ALLEN, Thomas	Bef. 2/8/1901	B	6/27/1910
Lone Fir	40	31	3N	MULTHAUF, J. J.	5/20/1901	A	11/21/1918
Lone Fir	44	31	1N, 2N, 3N	ROENEN, W. H.	No record	E	None
Lone Fir	45	31	1N, 2N, 3S, 2S, 1S	HOLLICRAFT, W. S.	Bef. 4/29/1899	B	4/29/1899
Lone Fir	48	31	2S, 1S	WIGGIN, Fred	1/5/1897	A	1/28/1909
Lone Fir	51	31	3S, 2S, 1S	STRYKER, George W.	No record	E	None

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	53	31	3S	SMITH, Fannie	Bef. 1/25/1903	B	2/9/1931
Lone Fir	54	31	3N	CLARK, Charles F.	Bef. 3/22/1901	B	9/23/1936
Lone Fir	55	31	3N	HUMPHREY, N. M.	Bef. 5/15/1901	B	3/20/1935
Lone Fir	56	31	1N, 3N	CORNELIUS, Mrs. Caroline	Bef. 5/19/1901	B	5/19/1901
Lone Fir	56	31	3S, 1S	MILLER, George M. and Lischen	4/9/1901	A	6/3/1901
Lone Fir	57	31	3S, 1S	ANDERSON, H. A.	Bef. 12/31/1900	B	2/13/1913
Lone Fir	59	31	2S, 1S	WHITFIELD, Ella or WINESET, Nellie	Bef. 3/26/1892	B	6/19/1901
Lone Fir	60	31	3S, 2S	WHITFIELD, Ella and WINESET, Nellie	Bef. 6/19/1901	B	10/22/1931
Lone Fir	61	31	3S, 2S	PHILEBAMM, Edward M.	Bef. 1/1/1901	B	9/2/1932
Lone Fir	62	31	3S, 1S	BENSON, A. S.	4/9/1901	A	5/29/1901
Lone Fir	66	31	1N, 3N	LEPPER, John	2/5/1901	A	12/30/1932
Lone Fir	67	31	1N, 3N	BARRELL, M.	9/11/1913	A	9/11/1913
Lone Fir	67	31	3S, 1S	DEHM, M. J.	Bef. 2/10/1901	B	2/10/1901
Lone Fir	9	32	1N, 2N, 3N, 2S, 1S	ALLEN, John J.	9/5/1899	A	10/9/1899
Lone Fir	17	32	2N, 3N	FOULKES, Robert	Bef. 7/15/1899	B	7/15/1899
Lone Fir	19	32	1N, 2N, 3N, 2S, 1S	HULL/HALL, Martha E. or SHORNO, A. D.	Bef. 6/10/1919	B	6/10/1919
Lone Fir	22	32	1N, 3S, 2S, 1S	HUSTON, Mrs. L. or HALL, Edwin L.	Bef. 11/30/1897	B	11/20/1910
Lone Fir	23	32	3S, 2S, 1S	EVENS/EVANS, C. W.	7/7/1896	A	3/8/1897
Lone Fir	30	32	2N, 3S	COLLINGE, Thomas	Bef. 1/2/1899	B	7/27/1937
Lone Fir	33	32	1N, 3N	NEWELL, William A.	8/7/1899	A	4/13/1921
Lone Fir	36	32	1N, 2N, 3N, 3S, 2S, 1S	WHITE, Walter J.	12/4/1900	A	3/11/1902
Lone Fir	42	32	1N, 2N	LAMBERT, Mrs. L. M.	Bef. 6/11/1899	B	4/28/1909
Lone Fir	54	32	1N, 1S	THOMAS, I. S.	Bef. 3/7/1897	B	2/24/1930
Lone Fir	59	32	2N, 3N, 3S, 2S, 1S	STRANAHAN-DANIEL, Emily	1/7/1901	A	11/19/1906
Lone Fir	61	32	3S	ALLEN, Edgar	Bef. 5/3/1900	B	3/7/1936
Lone Fir	62	32	1N, 3N, 3S, 2S(W), 2S(E)	HUNTON, Elmer P.	Bef. 7/31/1904	B	9/20/1928
Lone Fir	68	32	1S	SMITH, Mrs. M. E.	Bef. 11/1/1898	B	9/2/1910
Lone Fir	5	33	1N, 3S, 1S	HUTCHINSON, William Augustus	Bef. 2/28/1898	B	6/19/1911
Lone Fir	14	33	1N, 2N, 3N	DANGUEGER, Mary	Bef. 5/1/1900	B	7/20/1929
Lone Fir	23	33	2N, 3N, 2S, 1S	PETERSON, Anna	12/5/1895	A	3/10/1898
Lone Fir	25	33	1N, 2S	OLDER, George R.	Bef. 12/27/1894	B	10/9/1926
Lone Fir	30	33	3N, 2S	SMALLWOOD, Jane	5/5/1898	A	5/19/1934
Lone Fir	38	33	1N, 2N, 3N, 2S, 1S	TAYLOR, H. H. or HUNTER, W. S.	3/5/1933 or No record	A/E	3/5/1933
Lone Fir	41	33	2N, 3N, 3S, 2S	VASEY, Mrs. A.	9/5/1899	A	8/21/1933
Lone Fir	46	33	3N, 3S, 2S, 1S	KILHAM, Laura	Bef. 6/20/1897	B	5/9/1903
Lone Fir	48	33	1N, 2N, 3S, 2S	SWINTON, Linton	Bef. 2/28/1895	B	11/12/1923
Lone Fir	67	33	1N, 3N, 3S, 2S	YOUNG, David R.	Bef. 4/25/1898	B	12/13/1916
Lone Fir	71	33	1N, 2S, 1S	STEPHENS, A. L.	Bef. 10/7/1895	B	12/8/1933
Lone Fir	72	33	2N, 2S, 1S	WHITE, D. L.	Bef. 2/5/1895	B	5/31/1914
Lone Fir	1	34	1N, 3N	KOONTZ/KOORITZ, Charles	Bef. 4/9/1896	B	4/15/1898
Lone Fir	2	34	1N, 3N	TRUMBO/TURNBOU, D. F.	Bef. 8/7/1896	B	8/7/1896
Lone Fir	2	34	3S	CHRISTENSEN, Hans J. or CARTER, Charles H.	Bef. 9/1/1896 or No record	B/E	Approx. 1931
Lone Fir	4	34	1N, 3N	HUGHES, Thomas	Bef. 12/28/1898	B	12/28/1898
Lone Fir	4	34	1S	RIBBECKE, George H.	Bef. 11/23/1900	B	12/14/1904
Lone Fir	6	34	1N, 2N	SCHULENBERG, C.	Bef. 2/3/1899	B	2/3/1899
Lone Fir	15	34	1N	LANG, George (Estate of)	Bef. 3/3/1901	B	3/3/1901
Lone Fir	15	34	3S	DAVOREN, John or MALCOLM, F. C.	Bef. 7/15/1901	B	10/19/1914
Lone Fir	17	34	1N, 3N	HELMICK, Sarah D.	Bef. 11/21/1900	B	11/21/1900
Lone Fir	17	34	3S, 1S	LEVITT/LEVETT, H. C.	Bef. 12/4/1900	B	12/4/1900
Lone Fir	18	34	2S, 1S	BOONE, J. T.	Bef. 1/9/1900	B	1/9/1900
Lone Fir	19	34	1N, 2N, 3N	CHAPMAN, H. A.	No record	E	None
Lone Fir	22	34	3S, 1S	JACOBSON, Peter	Bef. 3/1/1898	B	3/1/1898
Lone Fir	25	34	3S, 1S	BOYER, N. A.	Bef. 6/10/1895	B	6/10/1895
Lone Fir	26	34	3S, 1S	DEUBEL/DEBEL, Charles	Bef. 7/5/1896	B	Approx. 1932
Lone Fir	30	34	3N(W), 3N(E)	MITTMAN, Louis or SIBLEY, Mrs. H.	Bef. 12/17/1898	B	12/31/1932

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	30	34	3S	MITTMAN, Louis or MOHLER, Minnie or SIBLEY, Mrs. H.	Bef. 11/2/1898	B	12/31/1932
Lone Fir	31	34	3S, 1S	WANZER, Agnes B.	Bef. 12/10/1902	B	3/28/1909
Lone Fir	32	34	1N, 2N, 3N	JOHNSON, George C.	No record	E	None
Lone Fir	33	34	1N	CARSCADEN/CARSCADDEN, E. D.	Bef. 2/22/1901	B	3/17/1911
Lone Fir	35	34	1N, 3N	SCOTT, Martin K. and Lena	Bef. 1/25/1905	B	1/25/1905
Lone Fir	36	34	3N, 3S	SHUTE, Mrs. J. L.	Bef. 3/3/1901	B	12/5/1912
Lone Fir	39	34	3S	PETERS, W. S.	Bef. 6/4/1901	B	6/4/1901
Lone Fir	42	34	3N	MERRICK, Mrs. R.	Bef. 5/7/1900	B	9/25/1908
Lone Fir	45	34	3N	TRANCH, James M.	Bef. 1/14/1899	B	5/2/1938
Lone Fir	47	34	1N, 3N	ADAMS, R. A.	Bef. 1/25/1897	B	1/25/1897
Lone Fir	47	34	3S, 1S	McELANDER, Henry	Bef. 6/9/1896	B	6/9/1896
Lone Fir	48	34	1N	ESTES, E. N.	Bef. 6/14/1895	B	5/6/1900
Lone Fir	50	34	3S	ROBERTS, Elonzo and Ione; and TOY, Mrs. A. A.	Bef. 3/30/1896	B	10/6/1896
Lone Fir	51	34	3S, 1S	CASSAIGNOL, Emeline	Bef. 12/20/1896	B	12/20/1896
Lone Fir	52	34	1S	BUTLER, Mrs. Jennie	Bef. 7/25/1921	B	9/23/1923
Lone Fir	53	34	3S	ROSENTHAL, Mrs. C.	Bef. 11/21/1897	B	5/31/1898
Lone Fir	54	34	3N	SHAFFER, William	10/4/1898	A	2/14/1912
Lone Fir	56	34	3S, 1S	MARTIN, Clara E.	Bef. 5/12/1900	B	5/12/1900
Lone Fir	57	34	1N, 2N, 3N	REID, J. A.	No record	E	None
Lone Fir	60	34	1N	WARNER, L.	Bef. 3/22/1901	B	9/10/1905
Lone Fir	60	34	3S, 1S	UNDERHILL, W. F.	Bef. 2/22/1901	B	2/22/1901
Lone Fir	61	34	3N	BURTON, Mrs. Anna	Bef. 2/1/1901	B	1/31/1929
Lone Fir	62	34	2S, 1S	BROWN, J. A.	Bef. 12/31/1904	B	12/31/1904
Lone Fir	63	34	3N	OWEN, N. J.	Bef. 10/14/1901	B	10/15/1929
Lone Fir	64	34	1N, 3N, 3S, 2S	McINTYRE, J. F.	Bef. 2/5/1900	B	8/4/1901
Lone Fir	65	34	2N, 3N	FORSYTH/E, J.	Bef. 12/24/1900	B	12/24/1900
Lone Fir	65	34	1S	STROWBRIDGE, John P.	Bef. 10/24/1899	B	4/25/1905
Lone Fir	66	34	1N, 3N	WAREHAM, Sadie A.	Approx. 10/1899	B	10/1899
Lone Fir	71	34	2N	MILLER, Fred	Bef. 1/18/1896	B	5/20/1896
Lone Fir	78	34	3N	SULLENBERG, W. H.	Bef. 3/28/1898	B	5/18/1911
Lone Fir	78	34	3S	SMITH, A. C.	Bef. 2/20/1898	B	6/15/1938
Lone Fir	79	34	3S	FREED, F./J. M.	Bef. 7/9/1899	B	7/24/1935
Lone Fir	80	34	3S, 2S	GILKY, --	Bef. 10/16/1899	B	2/5/1900
Lone Fir	82	34	3N	BRAAK, Mallwiene/Melwina	Bef. 7/1/1900	B	4/23/1905
Lone Fir	84	34	1N, 3N	SIMPSON, Claudia I.	Approx. 10/1900	B	10/1900
Lone Fir	85	34	1N, 3N	MERRIMAN/MERRIAM, L. P.	Bef. 12/14/1899	B	12/14/1899
Lone Fir	85	34	3S	STEFFEN, Nora A.	Bef. 5/25/1900	B	7/15/1941
Lone Fir	87	34	1N, 3N	EVANS, Robley D.	Approx. 6/1880	B	11/29/1935
Lone Fir	87	34	3S, 2S	HOLMES, A. A.	Bef. 3/3/1900	B	3/3/1900
Lone Fir	89	34	1N, 2N, 3S, 1S	ROESCHLI, John	Bef. 9/22/1899	B	12/14/1899
Lone Fir	94	34	3S, 2S	NORTH, Mattie E.	Bef. 8/30/1916	B	8/30/1916
Lone Fir	96	34	1N, 3N	HESSE, Louisa	Bef. 2/3/1895	B	2/3/1895
Lone Fir	99	34	1N, 2N	ALTMAN, B. C.	Bef. 3/3/1905	B	1/15/1909
Lone Fir	100	34	1N, 2N, 3N	HAMMOND, Frank	Approx. 2/1897	B	11/30/1917
Lone Fir	104	34	3N	OLIVER, Sam	Bef. 7/18/1899	B	6/24/1920
Lone Fir	108	34	3S, 1S	LUNDEN/LUNDIN, Mrs. Augusta	Bef. 9/26/1900	B	9/26/1900
Lone Fir	109	34	2N, 3N	FERRIS, John T.	Bef. 11/22/1900	B	11/22/1900
Lone Fir	109	34	1S	BROWN/E, P. Chapelle	Bef. 7/18/1900	B	2/20/1920
Lone Fir	116	34	1N, 2N, 2S	BRIGGS, John L.	Bef. 5/19/1897	B	1/1928
Lone Fir	117	34	2S, 1S	SCHMID/T, Fred	Bef. 10/13/1896	B	10/1/1921
Lone Fir	122	34	2N, 3N, 3S	CORNETT, Mrs.	Bef. 6/5/1904	B	12/24/1924
Lone Fir	130	34	1N, 2N, 3N	BELL, Mrs. M.	Bef. 7/3/1906	B	3/19/1911
Lone Fir	135	34	1N, 2N, 2S, 1S	BECKWITH, H. M.	Bef. 8/20/1924	B	9/25/1924
Lone Fir	139	34	1N, 2N, 3N, 3S	WEST, Eva M.	Bef. 10/28/1897	B	9/22/1925
Lone Fir	1	35	1N	MILLER, M. J.	Bef. 6/4/1901	B	8/3/1922

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	3	35	2N	HALL, J. C. C.	Bef. 11/27/1915	B	11/22/1918
Lone Fir	3	35	1S	KELLEY, John	Bef. 2/27/1904	B	2/27/1904
Lone Fir	5	35	1N, 2N	RUSSELL, L. N.	Bef. 12/2/1904	B	12/2/1904
Lone Fir	5	35	2S	SYRING, Amelia	Bef. 5/28/1909	B	7/21/1919
Lone Fir	12	35	3S, 1S	BROWN, Hugh	Bef. 10/24/1905	B	10/24/1905
Lone Fir	14	35	2S, 1S	ROBINSON, William B.	Bef. 12/21/1907	B	12/21/1907
Lone Fir	21	35	1N, 2N	JOHNSON, Mrs. M.	Bef. 7/21/1905	B	9/15/1905
Lone Fir	27	35	3N, 3S, 2S, 1S	CARSON, Mattie E.	Bef. 4/19/1906	B	1/12/1916
Lone Fir	28	35	1N, 2N, 3N, 3S, 2S, 1S	CRUSE, J. C.	No record	E	None
Lone Fir	30	35	1N, 3N	LOW, Isaiah	Bef. 2/7/1905	B	11/3/1909
Lone Fir	30	35	3S	OVERSEN/ORESON, A.	Bef. 6/14/1904	B	6/14/1904
Lone Fir	35	35	3S, 1S	COFFEY, Bartholomew	Bef. 9/2/1903	B	9/2/1903
Lone Fir	36	35	1N, 3N	YOUNG, S. E.	Bef. 9/8/1904	B	9/8/1904
Lone Fir	37	35	3S	LENNER/SENNER, John	Bef. 12/16/1904	B	2/24/1932
Lone Fir	39	35	1N, 2N, 3N	BUDDE, Bueme	No record	E	None
Lone Fir	39	35	3S, 1S	RARICK/RARICH, J. W.	Bef. 4/4/1905	B	4/4/1905
Lone Fir	45	35	1S	TODD, Gretchen	2/1/1906	A	2/1/1906
Lone Fir	49	35	1N, 2N, 3N, 2S, 1S	GLEN, H. M.	Bef. 10/15/1905	B	10/15/1905
Lone Fir	53	35	3N	REDNER, Bella	Bef. 8/15/1905	B	3/23/1914
Lone Fir	55	35	1N, 2N, 3N	CAMPBELL, D. W.	No record	E	None
Lone Fir	56	35	2S, 1S	GORE, Charles E.	Bef. 5/11/1905	B	4/1928
Lone Fir	60	35	1N, 3N	ANDERSON, Andrew	Bef. 12/21/1904	B	5/22/1914
Lone Fir	61	35	3S, 1S	MALCOLM, F. C.	Bef. 2/18/1904	B	2/18/1904
Lone Fir	63	35	1N	BUSHONG, J. A.	Bef. 6/23/1903	B	6/20/1911
Lone Fir	63	35	3S, 2S, 1S	CLINTON, Mrs. R.	No record	E	None
Lone Fir	64	35	3S	McCLUEY, Mrs. Hugh	Bef. 5/1/1903	B	5/1/1903
Lone Fir	66	35	1N	EBER, Samuel	Bef. 3/24/1901	B	4/16/1914
Lone Fir	66	35	3S	WHEELER, Mrs. W. W.	Bef. 10/12/1910	B	4/1928
Lone Fir	68	35	1N	ROMMEL, Mrs. Edward	Bef. 6/12/1904	B	6/6/1915
Lone Fir	74	35	2N	BOWMAN, R. A.	Bef. 10/31/1905	B	10/31/1905
Lone Fir	79	35	3S	McCLURE, Lewis A.	Bef. 3/30/1917	B	9/15/1917
Lone Fir	82	35	2N	McCLURE, Lewis A.	Bef. 7/8/1905	B	9/15/1917
Lone Fir	92	35	3S, 1S	FRANSEN, Mrs. Minnie	Bef. 12/28/1904	B	12/28/1904
Lone Fir	94	35	2S, 1S	EDWARDS, Mrs. R. A. or MADISON, B. F.	Bef. 5/5/1910	B	5/5/1910
Lone Fir	95	35	3N	GOURLEY, Mrs. B.	Bef. 4/18/1903	B	4/21/1912
Lone Fir	97	35	3N	WHITTEMORE, Everett L.	Bef. 6/21/1904	B	10/30/1904
Lone Fir	98	35	3S, 2S	HENDRON, William	Bef. 7/5/1902	B	6/2/1922
Lone Fir	99	35	3N	GREATHOUSE, C. H.	Bef. 8/20/1903	B	8/24/1903
Lone Fir	105	35	3S, 1S	MacLEOD/McLEOD, A. M.	Bef. 11/20/1904	B	11/20/1904
Lone Fir	110	35	3N, 3S	JOHNSON, L. C.	No record	E	None
Lone Fir	114	35	3S	WEIS/E, Mrs. J. T.	Bef. 5/9/1905	B	5/9/1905
Lone Fir	116	35	2N, 3N	BALDWIN, G. W.	Bef. 2/15/1905	B	1/23/1933
Lone Fir	119	35	3S, 1S	OTT, James	Bef. 10/23/1904	B	10/23/1904
Lone Fir	120	35	3S, 2S, 1S	HANSEL, Mrs. Berta	No record	E	None
Lone Fir	124	35	1N, 2N, 3N	JERMAN, Miss A.	No record	E	None
Lone Fir	125	35	3N	TAPSCOTT, Mrs. E. A.	Bef. 3/6/1908	B	9/7/1914
Lone Fir	126	35	1N	GEIGER, Mrs. Freda	Bef. 10/15/1903	B	12/26/1916
Lone Fir	129	35	1S	PARKS, Mary	Bef. 9/3/1901	B	7/29/1920
Lone Fir	131	35	1S	JEAN, W. G.	Bef. 10/7/1903	B	6/9/1913
Lone Fir	132	35	3S, 2S	ANDRESEN, Helen	Bef. 2/1/1933	B	2/1/1933
Lone Fir	134	35	2N	TRENT, L. E.	Bef. 7/5/1904	B	6/20/1905
Lone Fir	135	35	3S, 1S	PATCHEN, Horace J.	Bef. 7/2/1904	B	7/2/1904
Lone Fir	139	35	3S, 1S	BREUER, Lena	Bef. 9/18/1904	B	9/18/1904
Lone Fir	140	35	3S	SNUFFIN, Mary A.	Bef. 10/33/1904	B	8/12/1936
Lone Fir	142	35	1N, 3N	GAY, Willis B.	Bef. 11/6/1904	B	11/6/1904

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	146	35	1N, 2N, 3N, 3S, 2S, 1S	HARGRAVE, Mrs. N. E.	No record	E	None
Lone Fir	151	35	1N, 2S, 1S	MEISTER, Henry	Bef. 7/12/1904	B	4/21/1905
Lone Fir	159	35	1N, 3N	SLOAN, Hugh W.	Bef. 6/6/1902	B	6/6/1902
Lone Fir	161	35	3S, 1S	SCHILLING, Maria	Bef. 5/6/1901	B	5/6/1901
Lone Fir	167	35	3N	SHELY, Nancy J.	Bef. 6/2/1904	B	11/29/1912
Lone Fir	176	35	1N, 2N	GARSON, James	Bef. 8/6/1904	B	2/1/1936
Lone Fir	180	35	1N	KNOTT, Gordon	Bef. 8/28/1904	B	6/30/1930
Lone Fir	182	35	3S, 1S	BURKE, W. E.	Bef. 4/15/1904	B	4/15/1904
Lone Fir	185	35	1N	URFER, Charles	Bef. 3/27/1904	B	10/30/1911
Lone Fir	189	35	2N	PRETTYMAN, Mrs. W. E.	Bef. 10/6/1903	B	5/14/1909
Lone Fir	190	35	1N	HANSEN, Herman	Bef. 7/1/1903	B	7/1/1903
Lone Fir	1	36	1N, 3N, 3S, 2S, 1S	CRANSTON, C. K.	Bef. 5/7/1901	B	1/22/1902
Lone Fir	16	36	3S	NICKUM, J. M.	Bef. 9/27/1903	B	9/18/1922
Lone Fir	17	36	3N, 3S	PATTON, Robert G.	Bef. 7/31/1904	B	1/23/1932
Lone Fir	23	36	1N, 2N, 3N, 2S, 1S	VIRTUE, R. B.	Bef. 11/29/1903	B	11/29/1903
Lone Fir	24	36	1N, 2N, 3S, 2S, 1S	EVANS, C. E.	1/8/1904	A	3/7/1904
Lone Fir	30	36	3N	BURLEY, Mrs. Nellie C.	2/10/1907	A	12/1927
Lone Fir	33	36	1N	KOHLER, --	Bef. 5/25/1901	B	8/22/1915
Lone Fir	34	36	2N	FUHR, Henry and GRUNER, J. G.	4/4/1902	A	2/21/1910
Lone Fir	35	36	3N, 3S, 2S, 1S	BROWN, Mrs. Fanny E. or WACHLINE, Mrs. V.	Bef. 1/14/1903	B	Approx. 10/1925
Lone Fir	44	36	1N, 3S, 2S	MEADE, W. H.	1/8/1904	A	12/7/1911
Lone Fir	45	36	1N, 3S, 2S, 1S	WILLEY, James	Bef. 11/18/1903	B	11/18/1903
Lone Fir	46	36	2N, 3N, 1S	CURTIS, Mary F.	8/4/1908	A	4/11/1916
Lone Fir	51	36	1N, 2S, 1S	NASH, J. R.	1/8/1904	A	4/1927
Lone Fir	60	36	2N, 1S	SHANE, R. J.	Bef. 9/26/1902	B	5/31/1906
Lone Fir	71	36	2N, 3N, 3S, 2S, 1S	KAIN, G. H.	Bef. 2/25/1903	B	2/25/1903
Lone Fir	85	36	1N, 2N, 2S, 1S	DUNCAN, D. C.	Bef. 6/11/1903	B	6/20/1936
Lone Fir	88	36	1N	ELLIS, A. S.	10/7/1902	A	8/18/1930
Lone Fir	94	36	2S	DELANEY, Cornelius	7/9/1902	A	2/15/1916
Lone Fir	95	36	1N, 3S	BANCOM, Burrell L.	Bef. 8/20/1923	B	5/29/1924
Lone Fir	7	37	2S, 1S	MYERS/MEYERS, Mrs. C. N./M.	Bef. 12/24/1901	B	3/16/1933
Lone Fir	12	37	1S(W), 1S(E)	COLLINS, George C.	No record	E	None
Lone Fir	14	37	1N, 2N, 3S, 2S, 1S	PARROTT, E. B.	Bef. 11/6/1902	B	12/28/1905
Lone Fir	19	37	1N, 2N, 3N	KELLOGG, A. A.	Bef. 8/20/1904	B	5/6/1935
Lone Fir	22	37	1N, 3N, 3S	COATES, William	Bef. 1/17/1884	B	11/20/1902
Lone Fir	23	37	3N, 3S, 2S, 1S	PETERSON, Charles F.	Bef. 12/5/1902	B	11/16/1918
Lone Fir	56	37	3N	WOODMANSEE, Joseph	Bef. 2/2/1903	B	10/18/1904
Lone Fir	55	37	3S, 2S, 1S	HILL, Charles	Bef. 12/23/1902	B	10/22/1917
Lone Fir	56	37	3S, 2S, 1S	RALPH, Minnie	No record	E	None
Lone Fir	65	37	2S, 1S	CARLSON, John	Bef. 3/3/1900	B	10/27/1928
Lone Fir	66	37	2N, 3S, 2S, 1S	CREWSON, Mrs. William A.	Bef. 4/21/1901	B	4/21/1901
Lone Fir	89	37	3S, 2S, 1S	SMITH, Mrs. H. A.	Bef. 5/22/1902	B	11/27/1935
Lone Fir	91	37	1S	LITCHFIELD, G. C.	Bef. 12/31/1901	B	12/2/1924
Lone Fir	92	37	1N, 2S	LEROY, Mrs. Melina	Bef. 10/25/1901	B	5/9/1924
Lone Fir	1	38	1N, 2N, 2S	LYON, A.	Bef. 8/31/1901	B	9/5/1910
Lone Fir	8	38	1N, 2N, 3N, 3S, 2S, 1S	LEONG, Charles	No record	E	None
Lone Fir	9	38	3S	HOUGHAM, Henry H.	Bef. 2/27/1902	B	3/25/1916
Lone Fir	10	38	1S	KYLLO, P. H.	Bef. 5/28/1902	B	10/11/1915
Lone Fir	11	38	3S, 2S	FREELAND, B. R.	Bef. 6/24/1902	B	6/24/1902
Lone Fir	13	38	3N	SHIELDS, H. S.	Bef. 8/3/1902	B	4/5/1904
Lone Fir	13	38	3S, 2S	DOLAN, Mrs. John	Bef. 8/29/1902	B	8/29/1902
Lone Fir	14	38	1N	RICHARDSON, S. G.	Bef. 9/5/1902	B	Approx. 1914
Lone Fir	19	38	1N, 3N	KELLER, Fred	Bef. 9/8/1902	B	9/8/1902
Lone Fir	19	38	3S, 1S	MOAK, Carrie	Bef. 9/14/1902	B	9/14/1902
Lone Fir	20	38	3N	CARLYLE, J. T.	Bef. 9/17/1902	B	11/30/1910

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Lone Fir	20	38	3S	BLACK, G. L.	Bef. 7/7/1902	B	10/27/1905
Lone Fir	21	38	1N	WOOD, James E.	Bef. 12/7/1902	B	4/1/1929
Lone Fir	22	38	3S	BYERS, J. F.	Bef. 6/22/1902	B	8/19/1907
Lone Fir	23	38	2N	SIMPSON, Mariane	Bef. 4/20/1902	B	11/3/1923
Lone Fir	24	38	3S, 1S	PARKER, H. A. or MOREHEAD, P. A.	Bef. 5/4/1902	B	5/4/1902
Lone Fir	25	38	1N, 3N	DALTON, J. J.	Bef. 5/7/1902	B	5/7/1902
Lone Fir	30	38	3S, 2S	INGLEROCK/INCLENOOCK, Mrs. Lizzie	Bef. 12/17/1901	B	12/17/1901
Lone Fir	31	38	3S	BRADEN/BRODEN, James	Bef. 9/23/1901	B	12/13/1921
Lone Fir	34	38	2N, 3N	JOHNSTONE, Mrs. P. N.	Bef. 12/3/1901	B	12/3/1901
Lone Fir	38	38	1N, 3N	READ, Janette	Bef. 5/25/1902	B	5/25/1902
Lone Fir	39	38	1S	BROOKER/BOOKER, Richard	Bef. 5/13/1902	B	11/89/1908
Lone Fir	40	38	3N	SEIDLER, F.	Bef. 3/5/1902	B	1/2/1914
Lone Fir	44	38	1N, 3N	HEWETT, George	Bef. 7/11/1902	B	7/11/1902
Lone Fir	46	38	1N, 3N	HOBSON, Juleta R.	Bef. 11/27/1902	B	11/27/1902
Lone Fir	47	38	1N	SCARTUM/STRATUM, H. C.	Bef. 11/2/1902	B	1/25/1916
Lone Fir	47	38	3S, 1S	THOMAS, Mary H.	Bef. 11/30/1902	B	11/30/1902
Lone Fir	49	38	2N	COWAN, Mary Ann	Bef. 4/3/1903	B	9/6/1908
Lone Fir	49	38	3S, 1S	BULLOCK, Mrs. C. A.	Bef. 5/5/1903	B	5/5/1903
Lone Fir	50	38	1N, 3N	HOLLOWAY, Tenny	Bef. 1/28/1903	B	1/28/1903
Lone Fir	52	38	1N, 2N, 3N, 1S	BOFINGER/BOFFINGER, L. C.	Bef. 8/15/1902	B	11/9/1902
Lone Fir	58	38	1N, 3N	KURNEY, R. C.	Bef. 4/9/1902	B	4/9/1902
Lone Fir	58	38	3S	KASTER, Mrs. Louisa	Bef. 5/28/1902	B	6/2/1917
Lone Fir	59	38	1N	STUBBE/STUBBS, Elvira	Bef. 5/15/1902	B	1/31/1931
Lone Fir	62	38	2N, 3N, 2S, 1S	SHORT, J. M.	4/4/1902	A	1/30/1911
Lone Fir	63	38	3N	COSTELLO/COSTELLI, T.	Bef. 1/5/1902	B	5/3/1902
Lone Fir	65	38	1N, 3N	ELLIOTT, Mrs. H.	Bef. 7/19/1901	B	7/19/1901
Lone Fir	65	38	3S, 1S	McCLURE, J. D.	Bef. 7/9/1901	B	7/9/1901
Lone Fir	66	38	2N, 3N	STEVENS, S. or EBER, Samuel	Bef. 1/20/1902	B	1/20/1902
Lone Fir	72	38	3S	SUTTLE, Henry	Bef. 3/10/1902	B	2/20/1906
Lone Fir	74	38	1N	BUFFUM, C. F.	Bef. 5/5/1901	B	10/20/1933
Lone Fir	76	38	3N	ARNDT, Fred	Bef. 7/25/1902	B	5/10/1915
Lone Fir	79	38	1N, 3N	TREGELLAS, Mina	Bef. 12/12/1902	B	12/12/1902
Lone Fir	79	38	3S, 1S	CONLEY, W. S.	Bef. 12/14/1902	B	12/14/1902
Lone Fir	81	38	2S	MILLER, Jeff	Bef. 12/25/1902	B	4/5/1938
Lone Fir	87	38	1N, 2N, 3N	CLIFT, Mrs. O.	Bef. 5/15/1902	B	9/4/1928
Lone Fir	92	38	1N, 3S, 2S, 1S	NEVILLE, H. L.	5/6/1902	A	10/6/1912
Lone Fir	93	38	2N	VANSCHOICK, E. M.	Bef. 11/13/1901	B	6/17/1918
Lone Fir	1	39	2S	DUNNING & CAMPION	Bef. 9/15/1903	B	4/23/1905
Lone Fir	73	39	2N	DUNNING & CAMPION	Bef. 12/9/1901	B	4/23/1905
Lone Fir	88	39	1N, 2N	DUNNING & CAMPION	Bef. 10/16/1904	B	4/23/1905
Lone Fir	94	39	3N	DUNNING & CAMPION	Bef. 11/24/1903	B	4/23/1905
Lone Fir	99	39	1N	SCHROEDER, H. C. & COMPANY	Bef. 5/28/1903	B	9/4/1906
Lone Fir	100	39	2N, 3S	SCHROEDER, H. C. & COMPANY	Bef. 1/19/1903	B	9/4/1906
Multnomah Park	33	A	3, 4, 5, 6	EMERY, E. N.	1/14/1894	A	1/5/1921
Multnomah Park	38	A	1, 2, 3	HIMMONS, Judith H.	1/28/1895	A	Approx. 1916
Multnomah Park	39	A	3	SEARLS, Jessie C.	9/24/1894	A	5/9/1924
Multnomah Park	41	A	1, 2, 3, 5, 6	BLACK, A. H.	5/25/1891	A	6/13/1891
Multnomah Park	47	A	2, 4, 5	LEWIS, Mrs. E. D.	8/18/1894	A	11/17/1909
Multnomah Park	53	A	1, 2, 3	WALKER, Elizabeth	6/21/1892	A	7/9/1935
Multnomah Park	140	A	1, 2, 3, 4	HOBSON/HUDSON, Lara/Lana	6/26/1926	A	6/26/1926
Multnomah Park	4-6	C	1, 2, 3, 4, 5, 6	THOMAS, W. P.	3/20/1908	A	3/23/1908
Multnomah Park	9	D	2, 4	POWELL, W. J.	12/21/1893	A	1937
Multnomah Park	10	E	1, 3	DORSEY, John	10/8/1914	A	10/8/1914
Multnomah Park	3-7	F	1, 2, 3	ALLEN, G. E.	2/12/1911	A	2/12/1911
Multnomah Park	3-8	F	4, 5, 6	ALLEN, G. E.	2/12/1911	A	2/12/1911

Cemetery	Lot	Block	Burial Spaces To Be Reclaimed	Record Owner	Purchase Date	Basis for Purchase Date Estimate	Last Known Contact Date
Multnomah Park	3-9	F	2, 3	ALLEN, G. E.	2/12/1911	A	2/12/1911
Multnomah Park	3-10	F	4, 5	ALLEN, G. E.	2/12/1911	A	2/12/1911
Pleasant Home	4	A	1W, 2W, 4W, 5W, 1E, 2E, 3E, 4E, 5E	KOCK, --	Approx. 6/1894	D	Approx. 6/1894
Pleasant Home	5	A	2E, 3E, 4E, 5E	ANDREWS, --	Approx. 8/1894	D	Approx. 1937
Pleasant Home	2	B	1W, 2W, 3W, 4W, 5W, 1E, 2E, 3E, 4E, 5E	HARRISS, --	No record	E	None
Pleasant Home	3	B	5W, 1E, 2E, 3E, 4E, 5E	ERICKSON, --	Approx. 1889	D	Approx. 8/1891
Pleasant Home	7	C	1E, 2E, 3E, 4E, 5E(W), 5E(E)	COTTEE, --	Approx. 1907	D	Approx. 1912
Pleasant Home	14	C	1W, 2W, 3W, 4W, 5W, 2E	LAKE, --	Bef. 9/5/1927	B	9/5/1927
Pleasant Home	6	D	1W, 2W, 3W, 4W, 5W, 2E, 3E	AHLSON, --	Bef. 11/14/1907	B	Approx. 2/1926
Powell Grove	5		1, 2, 3, 4, 5, 6	REYNOLDS, George S.	No record	E	None
Powell Grove	8		1, 2, 3, 4, 5, 6	SCOTT, S. F.	5/26/1877	A	12/15/1879
Powell Grove	16		1, 2, 3, 4, 5, 6	RATHBUN, J. H.	No record	E	None
Powell Grove	18		1, 2, 5, 6	ROYAL, James	No record	E	None
Powell Grove	25		2, 3, 4, 5	HOWITT, --	No record	E	None
Powell Grove	34		1, 2, 3, 4, 5, 6	COURTWRIGHT, J.	No record	E	None
Powell Grove	36		1, 2, 3, 4, 5, 6	RATHBUN, --	No record	E	None
Powell Grove	42		1, 2, 3, 4, 5, 6	REYNOLDS, --	No record	E	None
Powell Grove	45		1, 2, 3, 4, 5, 6	STOUGHTON, --	No record	E	None
Powell Grove	46		3, 4, 5, 6	PFYFFER, C.	No record	E	None
Powell Grove	47		1, 2, 3, 4, 5, 6	MOLTHROP, --	No record	E	None
Powell Grove	50		1, 2, 3, 4, 5, 6	JOHNSTON, --	No record	E	None
Powell Grove	51		1, 2, 3, 4	FISHER, D. O.	No record	E	None
Powell Grove	54		1, 2, 3, 4, 5	HALL, Mrs. H. M.	No record	E	None

Basis for Purchase Date Estimate Key
A: Exact date of purchase based on deed or cemetery records
B: Estimated date of purchase based on date of burial of remains in the owned lot
C: Estimated date of purchase based on date of death of record owner
D: Estimated date of purchase based on date of death of individual subsequently buried in the owned lot
E: There is no record on which to base an estimate of a purchase date, <u>BUT</u> : (1) the burial space has not been used by the record owner for the purpose of interment for at least 75 years AND (2) there is no record of contact with the record owner or his or her descendants for at least 75 years

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO.13-4444, FOR THE PURPOSE OF APPROVING AN INVENTORY OF UNCLAIMED BURIAL SPACES TO BE RECLAIMED BY METRO UNDER SENATE BILL 1537

Date: July 25, 2013

Prepared by: Kimberly Palmero
(503) 797-1775

BACKGROUND

In 1994, Metro assumed control over fourteen pioneer cemeteries from Multnomah County. These cemeteries, established between 1848 and 1914, are home to hundreds of burial spaces that were owned by early Oregonians but never used for the purpose of interment. Since each cemetery was originally privately owned, record-keeping techniques varied greatly, leading to incomplete and often unreliable documentation of ownership rights.

Prior to 2012, if a cemetery authority in Oregon wanted to regain ownership of an unused burial space, it was required to follow the complex judicial process provided in ORS 97.870-97.920. This process involves bringing suit against the historic owner to declare the unused burial space a common nuisance. In 2008, a report by independent auditor Moss Adams cited two instances where Metro cemetery employees had resold owned but unused burial spaces to unrelated third parties. A subsequent review of cemetery records by Metro staff uncovered additional resolds and confirmed that Metro did not follow the process provided in ORS 97.870-97.920 prior to resale, creating a conflict between historic and modern purchasers.

In 2012, the Oregon legislature passed Senate Bill 1537 (SB1537), which provides cemetery authorities with an alternative process to ORS 97.870-97.920. Unlike the older law, SB1537 allows cemetery authorities to utilize an administrative process to recapture interment rights to burial spaces that are “unclaimed.” A burial space is “unclaimed” under the statute if 1) it has not been used for the purpose of interment for at least seventy-five years by the record owner and 2) there is no record of contact with the owner or his or her descendants for at least seventy-five years. To reclaim unclaimed burial spaces under SB1537, a cemetery authority must adopt an inventory of the unclaimed burial spaces, provide notice to the historic owners and their descendants, and allow 120 days for claimants to come forward with evidence of ownership.

Metro would like to use the process in SB1537 to reclaim all unclaimed burial spaces in the fourteen pioneer cemeteries for three main reasons. First, the process will allow Metro to pass clear title to the modern purchasers of unclaimed burial spaces that have been resold. Families who have made good faith purchases of interment rights, and in many cases buried loved ones in the spaces at issue, deserve to rest easy in the knowledge that their ownership rights are unclouded by historic claims. Second, the process will allow Metro to make additional unclaimed burial spaces available to the community. While hundreds of burial spaces have remained unused for over seventy-five years, without word or action from their owners, community demand for burial in Metro’s cemeteries continues to rise. By reclaiming these unused spaces, Metro can provide a valuable service to individuals who wish become a lasting part of our State’s history. Finally, the process will allow Metro to improve its stewardship of the pioneer cemeteries by clarifying the status of ambiguous ownership rights. Confusing and incomplete records have led to

significant challenges in managing the cemeteries, and a final resolution of ownership claims will enable Metro to move forward in its commitment to responsible care of these historic assets.

In order to begin the SB1537 process, the Metro Council, as the governing body of Metro's cemeteries, must adopt a predisposition resolution approving an inventory of unclaimed burial spaces. Metro staff have examined all available cemetery records and created an inventory of 2,517 unclaimed burial spaces across Metro's pioneer cemeteries. The inventory includes 532 unclaimed burial spaces that have been resold and 1,985 additional unclaimed burial spaces. Adoption of the proposed legislation will constitute approval of the prepared inventory and will permit Metro staff to proceed with SB1537's notice requirements.

ANALYSIS/INFORMATION

1. Known Opposition

There are currently no known opponents to the proposed legislation. Historic owners of burial spaces that appear on the inventory will be provided with notice and an opportunity to make a claim of ownership prior to any final determination of abandonment.

2. Legal Antecedents

SB1537 provides the legal authority for reclaiming unclaimed burial spaces. In order to start the reclamation process, the Metro Council must approve the inventory prepared by staff. Staff will then provide notice to the record owners and their descendants through certified mail, telephone, and/or email; posted notice at the cemeteries; and published notice in the newspaper. Once notice is provided, claimants will have 120 days to come forward and present documentation establishing rightful ownership. Burial spaces for which no claim is made within the 120 day window can be declared legally abandoned via a final Council resolution.

3. Anticipated Effects

If the legislation is adopted, Metro staff will proceed with the reclamation process by attempting to locate and notify owners and their descendants. Any burial spaces that remain unclaimed after the notice period can be declared legally abandoned by resolution of the Metro Council. Upon completion of the reclamation process, staff anticipate that Metro will be able to resolve a large proportion of ownership conflicts caused by resold burial spaces. It is also anticipated that Metro will be able to expand its inventory of available graves, possibly allowing for the reopening of cemeteries that are currently closed to new sales.

4. Budget Impacts

There are sufficient funds in the Fiscal Year 2013-2014 budget to cover costs anticipated by staff, including direct mail and newspaper notice costs.

RECOMMENDED ACTION

Metro staff recommend approval of Resolution No. 13-4444.

Agenda Item No. 5.2

Resolution No. 13-4445, For the Purpose of Approving the
Sale of Certain Real Property to Union Pacific Railroad
Company.

Metro Council Meeting
Thursday, July 25, 2013
Metro, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING THE) RESOLUTION NO. 13-4445
SALE OF CERTAIN REAL PROPERTY TO)
UNION PACIFIC RAILROAD COMPANY) Introduced by Chief Operating Officer Martha
) Bennett in Concurrence with Council
) President Tom Hughes

WHEREAS, Metro Code Section 2.04.026(2) requires Metro Council authorization prior to the sell or transfer of real property owned by Metro; and

WHEREAS, Metro owns a parcel of real property located in Block 71, East Portland (the “Metro Property”); and

WHEREAS, Union Pacific Railroad Company (“Union Pacific”) owns and operates a railroad line that lies adjacent to the Metro Property; and

WHEREAS, Union Pacific seeks to shift its existing main line rail track to a point that would enter upon and cross a portion of the Metro Property; and

WHEREAS, Union Pacific has proposed to purchase from Metro a 1,474-square-foot portion of the Metro Property (the “Sale Parcel”), depicted as “Parcel 1” on Exhibit A to this Resolution, which Sale Parcel Union Pacific requires in order to make the adjustment of its main line rail track; and

WHEREAS, as part of the sale price, Union Pacific proposes to release and quitclaim to Metro a communications line easement held by Union Pacific that burdens a 2,270-square-foot portion of the Metro Property, depicted as “Parcel 2” on Exhibit A to this Resolution; and

WHEREAS, as part of the transaction, Union Pacific has proposed to pay Metro the sum of \$1,000, which represents the difference between the appraised value of the Sale Parcel and the appraised value of the communications line easement that Union Pacific is relinquishing; and

WHEREAS, the Metropolitan Exposition Recreation Commission determined by Resolution No. 13-15 that the possibility that the Sale Parcel would be developed, improved or otherwise required by the Oregon Convention Center or Metro is minimal and that the transfer of the Sale Parcel will not in any way impair or impede the operation of the Oregon Convention Center; and

WHEREAS, the Metro Council has determined that the Sale Parcel is not needed for public use and that authorizing its sale to Union Pacific would further the public interest by, among other things, releasing the remainder of the Metro Property from Union Pacific’s communications line easement; and

WHEREAS, ORS 271.310(3) requires governmental entities offering property for sale that is within 100-feet of a railroad right of way to provide notice of the proposed sale to the Oregon Department of Transportation and offer the property for sale, exchange, conveyance or lease to the general public.

NOW, THEREFORE, BE IT RESOLVED, that the Metro Council hereby authorizes Metro’s Chief Operating Officer, upon satisfactory compliance with the requirements of ORS 271.310(3), and on forms approved by the Office of Metro Attorney, to convey the Sale Parcel to Union Pacific provided that Union Pacific:

1. Releases and quitclaims to Metro any and all interest of Union Pacific in the remainder of the Metro Property burdened by the communications line easement;

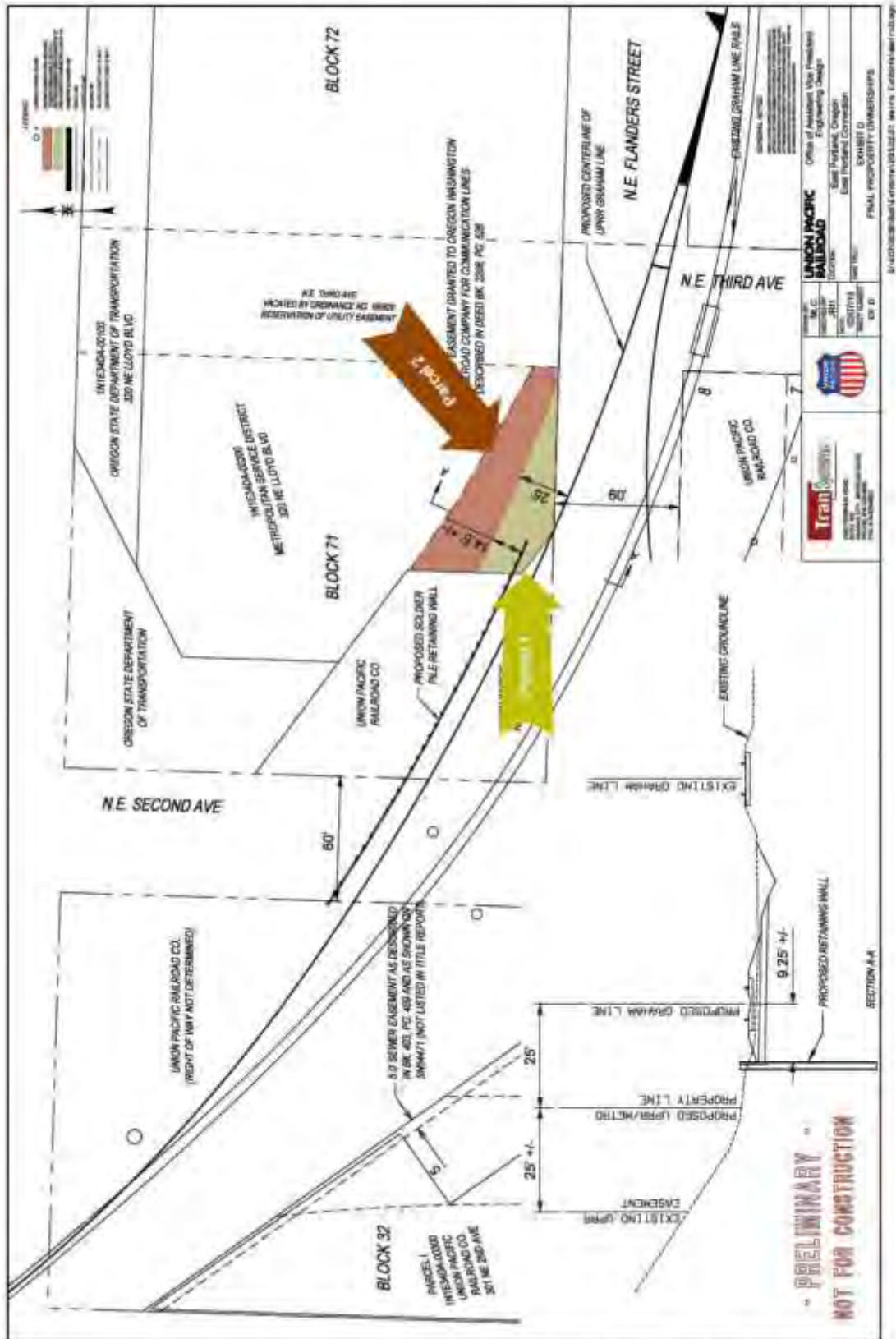
2. Pays to Metro the difference between the market value of the Sale Parcel and the market value of the communications line easement that Union Pacific is relinquishing;
3. Bears all costs and responsibility of completing a property line adjustment, if necessary, to allow the conveyance of the Sale Parcel to Union Pacific, or alternatively, Union Pacific bears all costs associated with acquisition of the Sale Parcel by Railroad Easement Deed;
4. Pays all closing costs, escrow fees, recording costs and title insurance fees relating to the completion of this transaction; and
5. Satisfies any other terms and conditions as the Chief Operating Officer deems necessary to protect the interests of Metro and the general public.

ADOPTED by the Metro Council this 25th day of July, 2013.

Tom Hughes, Council President

Approved as to form:

Alison Kean Campbell, Metro Attorney



STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 13-4445, FOR THE PURPOSE OF APPROVING THE SALE OF CERTAIN REAL PROPERTY TO UNION PACIFIC RAILROAD COMPANY

Date: July 25, 2013

Prepared by: Hope S. Whitney, ext. 1661
Office of Metro Attorney

BACKGROUND

Union Pacific Railroad Company ("Union Pacific") owns and operates a main line track adjacent to the Oregon Convention Center ("OCC") parking lot on NE Lloyd Avenue, west of Martin Luther King Jr. Blvd., at the bottom of the slope behind the parking lot. Union Pacific has developed a plan to shift its existing track to the north. This shift will cause the track to cross a portion of real property owned by Metro and managed by OCC. Union Pacific has proposed to acquire a 1,474-square foot portion of the Metro property, and at the same time, relinquish Union Pacific's interest in a communications easement that crosses a 2,270-square foot portion of the remaining Metro property.

As part of the transaction, Union Pacific will pay Metro the sum of \$1,000, which represents the difference between the appraised value of the property Union Pacific would acquire and the appraised value of the communications line easement that Union Pacific is relinquishing. Because the portion of property that would be transferred to Union Pacific lies immediately adjacent to Union Pacific's main line track, on a steep slope, the possibility that that portion of the property would be developed, improved, or otherwise required by OCC or Metro is sufficiently low to be deemed *de minimus*. The transfer of the property to Union Pacific will not in any way impair or impede the operation of OCC. The Metropolitan Exposition Recreation Commission approved the sale on July 10, 2013. The relinquishment of Union Pacific's communications easement would remove a restriction on the use of the affected property thereby enhancing the value of the remaining property to Metro and OCC.

The proposed Metro Council resolution would authorize Metro's Chief Operating Officer to convey the Sale Parcel to Union Pacific on the following terms and conditions:

1. Union Pacific releases and quitclaims to Metro any and all interest in the remainder of the Metro Property burdened by the communications line easement;
2. Union Pacific pays Metro the difference between the market value of the Sale Parcel and the market value of the communications line easement that Union Pacific is relinquishing;
3. Union Pacific bears all costs and responsibility of completing a property line adjustment, if necessary, to allow the conveyance of the Sale Parcel to Union Pacific, or alternatively, Union Pacific bears all costs associated with acquisition of the Sale Parcel by Railroad Easement Deed;
4. Union Pacific pays all closing costs, escrow fees, recording costs and title insurance fees relating to the completion of this transaction; and
5. Union Pacific satisfies any other terms and conditions as the Chief Operating Officer deems necessary to protect the interests of Metro and the general public.

ANALYSIS/INFORMATION

1. **Known Opposition**

None

2. **Legal Antecedents**

Metro Code Section 2.04.026(2)

ORS 271.310(3)

Approval by MERC Resolution No. 13-15 on July 10, 2013.

3. **Anticipated Effects**

Sale of property to Union Pacific Railroad Company to allow Union Pacific Railroad Company to shift its existing main line track.

4. **Budget Impacts**

None

RECOMMENDED ACTION

Staff recommends adoption of Resolution 13-4445, approving the proposed sale of real property to Union Pacific on the conditions set forth in the resolution.

significant challenges in managing the cemeteries, and a final resolution of ownership claims will enable Metro to move forward in its commitment to responsible care of these historic assets.

In order to begin the SB1537 process, the Metro Council, as the governing body of Metro's cemeteries, must adopt a predisposition resolution approving an inventory of unclaimed burial spaces. Metro staff have examined all available cemetery records and created an inventory of 2,517 unclaimed burial spaces across Metro's pioneer cemeteries. The inventory includes 532 unclaimed burial spaces that have been resold and 1,985 additional unclaimed burial spaces. Adoption of the proposed legislation will constitute approval of the prepared inventory and will permit Metro staff to proceed with SB1537's notice requirements.

ANALYSIS/INFORMATION

1. Known Opposition

There are currently no known opponents to the proposed legislation. Historic owners of burial spaces that appear on the inventory will be provided with notice and an opportunity to make a claim of ownership prior to any final determination of abandonment.

2. Legal Antecedents

SB1537 provides the legal authority for reclaiming unclaimed burial spaces. In order to start the reclamation process, the Metro Council must approve the inventory prepared by staff. Staff will then provide notice to the record owners and their descendants through certified mail, telephone, and/or email; posted notice at the cemeteries; and published notice in the newspaper. Once notice is provided, claimants will have 120 days to come forward and present documentation establishing rightful ownership. Burial spaces for which no claim is made within the 120 day window can be declared legally abandoned via a final Council resolution.

3. Anticipated Effects

If the legislation is adopted, Metro staff will proceed with the reclamation process by attempting to locate and notify owners and their descendants. Any burial spaces that remain unclaimed after the notice period can be declared legally abandoned by resolution of the Metro Council. Upon completion of the reclamation process, staff anticipate that Metro will be able to resolve a large proportion of ownership conflicts caused by resold burial spaces. It is also anticipated that Metro will be able to expand its inventory of available graves, possibly allowing for the reopening of cemeteries that are currently closed to new sales.

4. Budget Impacts

There are sufficient funds in the Fiscal Year 2013-2014 budget to cover costs anticipated by staff, including direct mail and newspaper notice costs.

RECOMMENDED ACTION

Metro staff recommend approval of Resolution No. 13-4444.

Materials following this page were distributed at the meeting.

"All that serves labor serves the nation. All that harms it is treason. If a man tells you he trusts America, yet fears labor, he is a fool. There is no America without labor, and to fleece the one is to rob the other."

--*Abraham Lincoln*--

{ Thank you councilors for this opportunity to address you on behalf of myself and my fellow laborers at our Oregon Zoo.

It is my belief that the disconnect between those who wield power and authority and those who act under said power and authority is not one of malice or nefarious intent. I believe the problem is simply one of a failure of communication. A simple lack of information and the allowance of the

propagation of certain myths about who does this kind of labor and under what conditions.

My name is Chris Boatright. In August I will be 42 years old, I am a US Army veteran, a recipient of a laurels scholarship at Portland State University, a father, and an employee of the Oregon zoo and have been for more than three years. I am not an exceptional example in any of the traits mentioned before. Most of the people I work with fall into one or more category that contradict

some common misconceptions about who does customer service or food handling work for the zoo and the citizens of, and visitors to, our community. For example: This is not a "teenagers job". Many of my peers are in their 20's and I am by no means the oldest (or even close to it) person doing the work I do. Many of my peers have children. I work with other veterans, some

having served in the Delta in 70' and some in the 'Stan or the "Zone" in the 21st century. I work alongside people with degrees in biology and physics and geology and computer science, men and women of color and all spectrum of faith and socioeconomic origin and gender and sexual orientation. We are not "slackers" in the sense of do-nothing layabouts or the indolent. Instead we are some of the people who have contributed to the "record" levels of business and traffic. 1.68 million, if my memory serves.

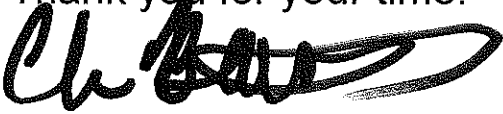
These are the people of your community, our community. These are the people who have chosen to attempt to organize in solidarity...no in "Zoolidarity". Not because we wish to do harm to our zoo, but because we wish to preserve and improve it.

While funds, rightly, are spent to improve many other areas of our zoo the staff who facilitate the daily operations are on a pay freeze that equates to a pay cut due to inflation. We are told that positive comments left by our visitors literally "mean nothing" because being excellent has no material value. We are denied loans and housing because we, despite some of us having been employed for many years, are referred to as "temps" in all of our employment documentation. We are routinely forced to choose between having ends meet or risking spreading illness because we are denied paid sick days despite that being a public mandate in the community we live and work in. We work 8 ½ hour shift at times in facilities that can approach 100 degrees because of failure to repair an air conditioner or provide proper ventilation and when we summon the courage to petition for this to be addressed we hear that "management

had no idea it was so uncomfortable." Because they work in air conditioned offices, usually while seated.

We are the people who are asking for your help in recognizing our right to form a labor union in our workplace. We hope that you will do so without reservation and with full support, but barring that we are the people who are used to getting a job done by our own efforts and we will do so again if we must.

Thank you for your time.

A handwritten signature in black ink, appearing to be 'Ch. [unclear]' with a large, stylized flourish at the end.

Zoolidarity forever.

Metro Councilors, I thank you for hearing our voices!

My name is Matt Ellison, and I'm a 26 year old son of Quaker public school teachers. I started working in food service at the Oregon Zoo nearly three years ago, and learning of the struggles of fellow Zoo employees who are parents was what inspired me personally to support the union campaign. Our coworkers who are single parents are hardworking, yet are still laid off to keep their hours under 1040 during the fiscal year to preserve their 'temporary,' unbenefited status. This is an injustice for the dedicated parents among the Zoo workforce, but for you, esteemed Metro Councilors, it is an opportunity to simultaneously right a wrong and make a wise business decision.

Food service, kitchen and catering staff at the zoo are untipped, and denied the raises and reviews of years past, yet we work hard enough to pull in record profits. If our hard work was actually treated as valuable, and we were rewarded with more dignity than permanent 'temporary' status, the workers of the Oregon Zoo would bring in far more revenue! Allowing us a little bit of pride would go a long way. Money spent on labor costs at the Zoo isn't money wasted; it's a good investment.

Us temporary workers are typical of the post-recession economy. We'd love to help bolster local consumer demand and become a strong part of the community's future tax base, but it's hard to be anything other than dependent upon public assistance with approximately \$10,000 a year. The employment policies of the Oregon Zoo are contradictory to Metro's goals of an equitable, livable society.

Workers at the Zoo come from diverse backgrounds, yet the experience of working through hard times together has forged a collective consciousness. Our Zoolidarity is both our purpose and our strength. We've always had the best interests of the Oregon Zoo at heart; we want the opportunity to work productively with our managers to make a Zoo we can be proud of!

Zoolidarity Forever!

Matt Ellison
Food Service worker Oregon Zoo

Metro council,

I have been an employee of the Oregon Zoo for 6 years with 5 of them spent as a lead worker for food services. For the first two years I worked at the zoo, I used to be able to say with confidence to anyone that this was the best job I had ever had, that no employer had ever treated me with so much respect, and most importantly that I loved my job. Since that time I have watched many changes take place that have steadily caused a decrease in the quality of working conditions to the point that I can no longer say that I love my job. In the past year alone so many great employees have chosen not to return to work at the zoo because of how bad things have gotten for guest services.

It is my hope that through the testimonies of myself and of others that you will hear today that you will see that a change needs to be made. This is what I am asking of you today. I deeply wish to be able to be say with pride that I work at the zoo and that I love my job, which is something that I haven't been able to do for a very long time. It is up to us to make the zoo a better workplace but it is only with your help that we might be able to achieve this goal. Thank you.

Melissa Carley
Leadworker
Food Services
Oregon Zoo

128 NE 50th Ave.
Portland, OR 97213

25 July 2008

Metro Council
600 NE Grand Ave.
Portland, OR 97232

Dear Council Members,

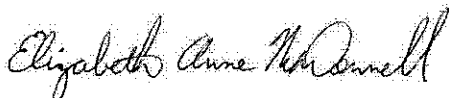
I am writing to ask you to support Oregon Zoo food service workers in our efforts to organize. I am a seasonal temporary food service worker at the Oregon Zoo. Having worked at the zoo for twelve months a year for over six years it is apparent to me that our day-to-day and special event operations could and should run much more smoothly and efficiently than they actually do. Investing in the people who perform these vital roles is the only way to make the zoo the top-notch destination it ought to be.

Many of our problems stem from the temporary status food workers are inaccurately labeled with. The zoo relies heavily on their most experienced staff to keep the restaurants open 364 days a year. Yet every spring, just as our busy season is getting started, many of our most dedicated people reach the 1040 hour cap. These valuable employees, mostly cashiers and leads, are laid off and must go on unemployment. Meanwhile, dozens of new workers who are completely unfamiliar with zoo operations are brought on and trained by the remaining staff. It is impossible to train enough new cashiers and promote enough leads (who must also receive training) to replace those we have lost. As a result we are frequently short-staffed on busy April, May, and June days. This leads to unattended cash registers, unnecessary long lines, long waits for food, and lost revenue for the zoo.

Perhaps this system worked in the past. Perhaps we were not so busy that we were burning through employees' hours in nine months. But with a record 1.68 million visitors last year it is time for the zoo to step up its food service. The only way to do this is to invest in food service workers. This means creating permanent positions and offering earned sick leave, at the very least. I believe Metro is capable of being on-par with any fast-food restaurant as an employer. I know the Oregon Zoo can offer the Portland public not only beautiful AZA accredited exhibits, but also professionally run restaurants with dedicated staff.

Oregon Zoo workers are a passionate bunch. We know the zoo is a special place. I have grown a great deal in my time there. This unique work environment has helped me build my confidence and leadership skills and has certainly brought me out of my shell. I would not trade my time there for anything. Now that I have earned my bachelors degree and plan to move on soon, I want to leave the zoo better than I found it. I have decided to join with my peers and help organize a union to represent us and to fight for our needs. I urge you, members of Metro council, to join us in solidarity, or rather, Zoolidarity, and help us in our struggle to make the Oregon Zoo the first-rate attraction it should be.

Thank You,



Elizabeth Anne McDonnell