

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF APPROVING AN ) RESOLUTION No. 89-1062  
AMENDMENT TO FRANCHISE NO. 7 WITH )  
WASTECH, INC., TO ALLOW FOR METRO ) Introduced by Rena Cusma,  
NON-DIVERSION OF WASTE PROCURED BY ) Executive Officer  
WASTECH, INC., UNDER PRIVATE )  
AGREEMENTS AND TO ESTABLISH FRANCHISE )  
VIOLATION "CURE" LANGUAGE )

WHEREAS, A request has been made by Wastech, Inc., (Wastech), for an amendment to its franchise for the Oregon Processing and Recycling Center (OPRC) to provide for Metro agreement not to divert waste procured by Wastech under private agreements with commercial and industrial high grade waste suppliers; and

WHEREAS, Wastech has also requested an amendment to its franchise to include "cure" provisions in the Franchise Agreement to allow for correction of alleged franchise deficiencies before levy of fines or suspension or termination proceedings may commence; and

WHEREAS, Metro finds the Wastech request for franchise amendments to be consistent with the present terms of its franchise and the Regional Solid Waste Management Plan and that further recovery of high-grade wastes fulfills Metro's objective to achieve higher recycling rates in the region; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District does approve amendments to the Wastech, Inc., Franchise No. 7 for the Oregon Processing and Recycling Center (OPRC) for the purpose of:

- 1) Metro agreement not to direct waste away from OPRC during the term of the franchise for waste covered by private


supply contracts which Wastech may enter into with commercial and industrial suppliers of high grade waste.

- 2) Establishing "cure" provisions in the Franchise Agreement to allow correction of alleged franchise deficiencies before fines may be levied or suspension or termination procedures may be initiated; and

BE IT FURTHER RESOLVED,

That the Executive Officer is authorized and requested to provide for execution of amended Franchise No. 7 as attached to this Resolution as EXHIBIT A.

ADOPTED by the Council of the Metropolitan Service District this 9th day of March, 1989.

  
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Mike Ragsdale  
Presiding Officer

Franchise No.: 7  
Date Issued: July 1, 1988  
Amendment Date:  
Expiration Date: June 30, 1993

SOLID WASTE FRANCHISE  
issued by the  
METROPOLITAN SERVICE DISTRICT  
2000 S.W. 1st  
Portland, Oregon 97201-5398  
503-221-1646

ISSUED TO: Wastech, Inc.

NAME OF FACILITY: Oregon Processing and Recovery Center

ADDRESS: 701 N. Hunt Street, Portland, OR 97217.

LEGAL DESCRIPTION: Blocks 1 and 2, Swinton. Block 3, Swinton except south 72.5'. Plus vacated portions of N. Albina and N. Kirby Streets.

CITY, STATE, ZIP: Portland, Oregon 97217

NAME OF OPERATOR: Wastech, Inc.

PERSON IN CHARGE: Merle Irvine

ADDRESS: P.O. Box 17561

CITY, STATE, ZIP: Portland, Oregon 97217

TELEPHONE NUMBER: 503-285-5261

This Franchise will automatically terminate on the expiration date shown above, or upon modification or revocation, whichever occurs first. Until this Franchise terminates, Wastech, Inc. is authorized to operate and maintain a solid waste processing facility located at 701 N. Hunt Street, Portland, Oregon 97217, for the purpose of accepting and processing solid waste in accordance with the Metro Code and the attached Schedules A, B, C, D, and E, and in accordance with the provisions specified in the Solid Waste Disposal Site Permit No. 245 issued by the State of Oregon, Department of Environmental Quality. This Franchise may be revoked at any time for any violation of the conditions of this Franchise or the Metro Code. This Franchise does not relieve the Franchise Holder from responsibility for compliance with ORS Chapter 459 or other applicable federal, state or local laws, rules, regulations or standards.

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Merle Irvine  
Executive Vice President  
Wastech, Inc.

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Rena Cusma  
Executive Officer  
Metropolitan Service District

## FRANCHISE CONDITIONS

Franchise Number: 7

Expiration Date: June 30, 1993

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### SCHEDULE A

#### AUTHORIZED AND PROHIBITED SOLID WASTES

SA-1 The Franchise Holder is authorized to accept for processing select loads of mixed solid waste containing at least 30 percent, by weight, of recyclable material. No other wastes shall be accepted unless specifically authorized in writing by Metro supplementary to this Franchise.

SA-2 The following types of materials are specifically prohibited from the processing facility:

a. Bulky combustible material, car bodies, dead animals, tires, sewage sludges, septic tank pumpings and hospital wastes.

b. All chemicals, liquids, explosives, infectious materials and other materials which may be hazardous or difficult to manage, unless specifically authorized by Metro.

SA-3 Public dumping of mixed waste is not allowed. Dumping by commercial solid waste haulers is allowed. No commercial hauler will be excluded from this site except when the load contains less than 30 percent, by weight, recyclables. Loads of solid waste in compactor trucks and compacted drop boxes or containers will be accepted if said loads contain at least 30 percent, by weight, recyclables.

SA-4 Salvaging is authorized, if controlled so as to not create unsightly conditions or vector harborage.

SA-5 Non-recovered material shall be removed from the processing facility and shall be transported to a franchised or authorized disposal site. Storage and transportation shall be carried out to avoid vector production and bird attraction.

SA-6 The Franchise Holder shall perform litter patrols to keep the facility free of blowing paper and other material on at least a daily basis or more often if necessary. The same standards as provided under Section 2.11, Control of Blowing Debris; 2.12, Vector Control; and 2.13, Odor, Dust and Noise Control of the Clackamas Transfer and Recycling Center franchise agreement, page 96, shall be imposed at OPRC. If such standards are not met, a stipulated fee of \$500.00 per violation will be imposed except as limited by Schedule SC-11 (2).

SA-7 The Franchise Holder shall operate the processing facility in accordance with the Application and Operation Plan dated October 16, 1984, supplemental data in the letter from Merle Irvine to Ed Stuhr dated November 9, 1984, the Application for a Revised Operational Plan, Oregon Processing and Recovery Center's Solid Waste Franchise 5 dated February 8, 1988 and supplemental letter from Merle Irvine to Rich Owings dated March 17, 1988.

SA-8 The Franchise Holder shall not, by act or omission, discriminate against, treat unequally or prefer any user of the processing facility in the fees or the operation of the facility.

SA-9 All solid waste transferring vehicles and devices using public roads shall be constructed, maintained, and operated so as to prevent leaking, sifting, spilling, or blowing of solid waste while in transit.

SA-10 All mixed loads containing food waste shall be processed and the reject material removed within 24 hours of receipt to a Metro authorized disposal site.

SA-11 All mixed waste will be stored in an enclosed structure.

FRANCHISE CONDITIONS

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SCHEDULE B

MINIMUM MONITORING AND REPORTING REQUIREMENTS

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

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

<u>Item or Parameter</u>	<u>Minimum Frequency</u>
c. Tons of solid waste delivered by commercial collectors	Daily
d. Number of commercial collection vehicles	Daily
e. Unusual occurrences affecting processing facility operation	Each occurrence
f. Tons of reject material disposed at an authorized disposal site	Monthly
g. Tons of fiber based fuel produced	Monthly
h. Tons of fiber based fuel sold	Monthly
i. Tons of waste salvaged by type of material	Monthly
j. Tons of recyclable materials sold	Monthly
k. Disposal rate charged for mixed solid waste	Daily
l. Disposal rate charged for clean loads	Daily
m. Signature and title of the Franchisee or its agent	Monthly

SB-2 Monitoring results shall be reported on approved forms. The reporting period is the calendar month. Reports must be submitted to Metro by the 20th day of the month following the end of each month.

SB-3 The Franchise Holder shall pay an annual franchise fee established by the Council within 30 days of the effective date of the Franchise Agreement.

SB-4 The Franchise Holder shall report to the District any changes in excess of five (5%) of ownership of the Franchisee's corporation or similar entity, or of the partners of a partnership within ten (10) days of such changes of ownership.

SB-5 The Franchisee may contract with another person to operate the disposal facility only upon ninety (90) days prior written notice to the District and the written approval of the Executive Officer. If approved, the Franchisee shall remain responsible for compliance with this Franchise Agreement.

SB-6 The Franchisee shall establish and follow procedures designed to give reasonable notice prior to refusing service to any person. Copies of notification and procedures for such action will be retained on file for three (3) years by each Franchisee for possible review by the District.

SB-7 The Franchisee shall maintain during the term of the franchise public liability insurance in the amounts set forth in SC-1 and shall give thirty (30) days written notice to the District of any lapse or proposed cancellation of insurance coverage or performance bond.

SB-8 The Franchisee shall file an Annual Operating Report detailing the operation as outlined in this Franchise on or before the anniversary date of the Franchise of each year for the preceding year.

SB-9 The Franchise Holder shall submit a duplicate copy to the District of any information submitted to, or required by the Department of Environmental Quality pertaining to the solid waste permit for this facility.

SB-10 The Franchise Holder shall report to Metro the names of solid waste credit customers which are sixty (60) days or more past due in paying their disposal fees at the processing facility. Such report shall be submitted in writing each month on Metro approved forms. For the purposes of this section sixty (60) days pst due means disposal charges due, but not paid on the first day of the second month following billing.

SB-11 In the event a breakdown of equipment, fire or other occurrence causes a violation of any conditions of this Franchise Agreement or of the Metro Code, the Franchise Holder shall:

a. Immediately take action to correct the unauthorized condition or operation.

b. Immediately notify Metro so that an investigation can be made to evaluate the impact and the corrective actions taken and determine additional action that must be taken.

SB-12 In the event that the processing facility is to be closed permanently or for an indefinite period of time during the effective period of this Franchise, the Franchise Holder shall provide Metro with written notice, at least ninety (90) days prior to closure, of the proposed time schedule and closure procedures.

SB-13 The Franchisee shall file a monthly report on forms approved by the District indicating the types (wood, paper, cardboard, metal, glass, etc.) and quantities (tonnage/cubic yards) of non-source separated solid wastes accepted at the facility and not disposed at the franchised site.

SB-14 Authorized representatives of Metro shall be permitted to inspect source separated recyclable quantity information during normal working hours or at other reasonable times with notice.



FRANCHISE CONDITIONS

Franchise Number: 7

Expiration Date: June 30, 1993

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SCHEDULE C

GENERAL CONDITIONS

SC-1 The Franchise Holder shall furnish Metro with public liability insurance, including automotive coverage, in the amount of not less than \$300,000 for any number of claims arising out of a single accident or occurrence, \$50,000 to any claimant for any number of claims for damage to or destruction of property, and \$100,000 to any claimant for all other claims arising out of a single accident or occurrence, or such other amounts as may be required by State law for public contracts. Name the District as an additional insured in this insurance policy.

SC-2 The Franchise Holder shall obtain a corporate surety bond in the amount of \$25,000 guaranteeing full and faithful performance during the term of this Franchise of the duties and obligations of the Franchisee under the Solid Waste Code, applicable federal, state and local laws, rules and regulations.

SC-3 The term processing facility is used in this Franchise as defined in Section 5.01.010(n) of the Metro Code.

SC-4 The conditions of this Franchise shall be binding upon, and the Franchise Holder shall be responsible for all acts and omissions of, all contractors and agents of the Franchise Holder.

SC-5 The processing facility operation shall be in strict compliance with the Metro Code regarding storage, collection, transportation, recycling and disposal of solid waste.

SC-6 The Franchise Holder shall provide an adequate operating staff which is duly qualified to carry out the reporting functions required to ensure compliance with the conditions of this Franchise Agreement.

SC-7 Metro may reasonably regulate the hours of site operation as it finds necessary to ensure compliance with this Franchise Agreement.

SC-8 At least one sign shall be erected at the entrance to the processing facility. This sign shall be easily visible, legible, and shall contain at least the following:

- a. Name of facility;
- b. Emergency phone number;

received;

- c. Operational hours during which material will be

- d. Disposal rates;

- e. Metro information phone number; and

- f. Acceptable materials.

SC-9 If the Executive Officer finds that there is a serious danger to the public health or safety as a result of the actions or inactions of a Franchisee, he/she may take whatever steps necessary to abate the danger without notice to the Franchisee.

SC-10 Authorized representatives of Metro shall be permitted access to the premises of the processing facility owned or operated by the Franchise Holder at all reasonable times for the purpose of making inspections and carrying out other necessary functions related to this Franchise. Access to inspect is authorized:

- a. during all working hours;

- b. at other reasonable times with notice; and

- c. at any time without notice where, at the discretion of the Metro Solid Waste Department Director, such notice would defeat the purpose of the entry.

SC-11 (1) This Franchise Agreement is subject to suspension, modification, revocation or nonrenewal upon finding that a Franchisee has:

- a. Violated the Disposal Franchise Ordinance, the Franchise Agreement, the Metro Code, ORS Chapter 459 or the rules promulgated thereunder or any other applicable law or regulation; or

- b. Misrepresented material facts or information in the Franchise Application, Annual Operating Report, or other information required to be submitted to the District;

- c. Refused to provide adequate service at the franchised site, facility or station, after written notification and reasonable opportunity to do so.

- d. That there has been a significant change in the quantity or character of solid waste received or the method of solid waste processing.

SC-11 (2) a. No fines, suspension, modification, revocation or non-renewal proceedings as referred to in SC-11 (1) shall be commenced until such time as the franchisee has had an opportunity to cure the alleged violation/deficiency as provided

for in Section 5.01.190 of the Metro Code and within the time allowed in this section.

b. Notice of any alleged violation/franchise deficiency shall be provided to the franchisee by certified mail, return receipt requested, or by personal service upon the "Person in Charge" referred to on page 1 of this Franchise Agreement, or his representative.

c. Franchisee shall have at least ten days from the date of receipt of the notice within which to address and correct the alleged violations or deficiencies. Additional time may be granted for exceptional circumstances upon written application to the Metro Executive Officer providing the reasons, detailing the steps already taken, and the steps and timetable for additional corrective action and the specific amount of additional time necessary within which to correct the violation/deficiency. Such additional grant of time will be within the sound discretion of the Executive Officer.

SC-12 This Franchise Agreement, or a photocopy thereof, shall be displayed where it can be readily referred to by operating personnel.

SC-13 (1) The granting of a Franchise shall not vest any right or privilege in the Franchisee to receive specific types or quantities of solid waste during the term of the Franchise.

a. To ensure a sufficient flow of solid waste to the District's resource recovery facilities, the Executive Officer may, at any rate during the term of the Franchise, without hearing, direct solid wastes away from the Franchisee. In such case, the District shall make every reasonable effort to provide notice of such direction to affected haulers of solid waste.

b. To carry out any other purpose of the Metro Disposal Franchise Ordinance, the Executive Officer may, upon sixty (60) days prior written notice, direct solid wastes away from the Franchisee or limit the type of solid wastes which the Franchisee may receive.

Any Franchisee receiving said notice shall have the right to a contested case hearing pursuant to Code Chapter 2.05. A request for a hearing shall not stay action by the Executive Officer. Prior notice shall not be required if the Executive Officer finds that there is an immediate and serious danger to the public or that a health hazard or public nuisance would be created by a delay.

SC-13 (2) a. Notwithstanding the provisions of SC-13 (1), Metro agrees during the period of this franchise to refrain from directing away from the Franchisee such wastes as the Franchisee may secure by private agreement with commercial and industrial suppliers of high grade waste, provided however, that the

provisions of section SC-13 (1) above shall apply to any tonnages beyond 100,000 tons per year under any such agreements.

b. Nothing within this section or this Franchise Agreement shall be construed to create or establish any obligation or responsibility upon Metro to enforce or assist in the enforcement of the terms of any private agreement which the Franchisee may enter into with a commercial or industrial supplier of high grade waste, nor create any obligation upon Metro to assure supplies of waste to the Franchisee if it should be unable to obtain a sufficient flow of waste through its private agreements.

FRANCHISE CONDITIONS

Franchise Number: 7

Expiration Date: June 30, 1993

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SCHEDULE D

WASTE REDUCTION PLAN

The Franchisee shall implement the following waste reduction plan:

SD-1 To fulfill the requirements of the Waste Reduction Plan as stated in Section 5.01.120(k) of the Metro Code, the Franchisee shall continue to operate the existing recycling buy-back center as outlined in the application dated October 16, 1984, and supplemental data submitted November 9, 1984.

FRANCHISE CONDITIONS

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SCHEDULE E

DISPOSAL RATES

In accordance with the variance granted by the Metro Council, the rates charged at this facility will be exempt from Metro regulations with the condition that rates charged at Oregon Processing and Recovery Center (OPRC) be set below those established by Metro and provide adequate incentive for materials recovery. Rates are subject to review on a monthly basis and shall be regulated by Metro if in the judgement of the Executive Officer the foregoing conditions are not being met. No regulated rates shall be imposed without due notice first being given in writing to the Franchise Holder.