

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF DESIGNATING)	
THE OREGON PROCESSING AND)	RESOLUTION NO. 89-1133A
RECOVERY CENTER AS A MAJOR)	
DISPOSAL SYSTEM COMPONENT PURSUANT)	Introduced by Rena Cusma,
TO METRO CODE SECTION 5.01.085)	Executive Officer
AND AUTHORIZING APPROPRIATE)	
AMENDMENTS TO THE OREGON PROCESSING)	
AND RECOVERY CENTER FRANCHISE)	
AGREEMENT (FRANCHISE NO. 7))	

WHEREAS, Pursuant to Metro Code Section 5.01.085, the Council of the Metropolitan Service District may by the adoption of a resolution express the Council's intent to authorize franchise agreements for major components of the disposal system subject to terms and conditions established by the Council; and

WHEREAS, Wastech, Inc. has previously been granted Franchise No. 7 to operate the Oregon Processing and Recovery Center as amended by the Executive Officer pursuant to authorization granted by the Council pursuant to Resolution Nos. 88-937 and 89-1062; and

WHEREAS, In the adoption of Resolution Nos. 88-937 and 89-1062 the Council found that the Oregon Processing and Recovery Center was an integral, needed component of Metro's Waste Reduction Plan and system for waste reduction and disposal in the east watershed; and

WHEREAS, Wastech, Inc. has previously made application for a ten (10) year franchise in order to secure necessary financing needed to expand the Oregon Processing and Recovery

Center to meet the needs of Metro by installing equipment and incurring other capital costs in order to be able to process a minimum of 100,000 tons of high-grade waste per year consistent with its application for franchise amendments and the franchise amendments authorized by Resolution Nos. 88-937 and 89-1062; and

WHEREAS, Metro has need to preserve its option to determine whether it is appropriate to operate the gatehouse at the Oregon Processing and Recovery Center as it has with the Forest Grove Transfer Station consistent with future decisions of the Council; now, therefore,

BE IT RESOLVED,

1. That the Oregon Processing and Recovery Center is hereby designated as a major component of the Metro disposal system for solid waste pursuant to Metro Code Section 5.01.085 and it is the Council's intent to authorize a franchise agreement pursuant to said section.

2. That the procedural requirements for the grant of the franchise to Wastech, Inc. for operation of the Oregon Processing and Recovery Center as a major component of the Metro solid waste disposal system are set forth in Metro Code Section 5.01.085(d) and are hereby adopted as the procedures for receiving and reviewing an application from Wastech. These procedures have been satisfied by Wastech's application for a ten (10) year franchise dated February 8, 1988, as amended by all other correspondence from Wastech, Inc. subsequent thereto.

3. That Wastech's application for a franchise referenced in paragraph 2 above and Metro's authorization to grant such a franchise to Wastech contained in Resolution No. 88-937 and Resolution No. 89-1062 satisfy the criteria for approval for such franchise agreements established by Section 5.01.085(d) of the Code. More specifically the Council finds:

- a. The operation of the Oregon Processing and Recovery Center pursuant to the terms of Franchise No. 7 as amended for a term of ten (10) years will be consistent with the Metro Solid Waste Management Plan.
- b. The Oregon Processing and Recovery Center is located in a convenient and appropriate location in relatively close proximity to possible transfer station sites and the Riedel composting facility.
- c. Considering the type and quantity of waste that existing and planned facilities will receive a grant of a ten-year franchise for the Oregon Processing and Recovery Center is appropriate in order to provide an economical means to recycle and avoid landfilling over 50,000 tons per year of high-grade waste each year without adding excess costs to the operation of other facilities.
- d. The 100,000 tons per year capacity of the Oregon Processing and Recovery Center is compatible with the capacity of other available planned facilities and will reduce the need to transport solid waste to Arlington, Oregon.
- e. The Oregon Processing and Recovery Center will receive commercial hauling vehicles and thereby reduce such traffic to other facilities rendering their operation more efficient.
- f. Other possible issues relevant to the grant of a ten-year franchise for the Oregon Processing and Recovery Center have been examined by the Council and no reason exists not to grant such a franchise.

4. That except as provided in section 5. below, the substantive terms of the franchise agreement with Wastech, Inc. for operation of the Oregon Processing and Recovery Center as a major component of the Metro solid waste disposal system shall be identical to the present terms of Franchise No. 7 and except as specifically provided for therein all of the provisions of Metro Code Sections 5.01.120, 5.01.140, 5.01.150, 5.01.180, 5.01.190, 5.01.200 and 5.01.210 shall be applicable. In addition, the provisions of Metro Code Section 5.01.080(b) shall govern any request to renew the Oregon Processing and Recovery Center franchise.

5. That the term of the amended franchise shall be for ten (10) years commencing on the effective date of the amendment and the following language shall be added to the franchise:

"The Franchise Holder may continue operation of the gatehouse provided however that Metro shall review the desirability of a Metro-operated gatehouse annually during the first two years from the date of this amendment and biennially thereafter, or more frequently, if the Executive Officer shall initiate such a review. Metro reserves the right to operate the gatehouse in a manner not inconsistent with the terms and conditions of this franchise."

6. That the Executive Officer shall, prior to executing the amendments to Franchise No. 7 authorized above, require Wastech, Inc. to provide adequate supporting documentation and

assurances that in the opinion of the Executive Officer demonstrate the need for a term of up to ten (10) years in order to obtain appropriate financing. Upon receipt of such documentation the Executive Officer is authorized to execute the amendments to Franchise No. 7 provided for herein.

DATED this 14th day of September, 1989.


Mike Ragsdale, Presiding Officer

DBC/gl

Franchise No.: 7
Date Issued: July 1, 1988
Amendment Date: _____ 1989
Expiration Date: _____ 1999

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.

Merle Irvine
Executive Vice President
Wastech, Inc.

Rena Cusma
Executive Officer
Metropolitan Service District

FRANCHISE CONDITIONS

Franchise Number: 7

Expiration Date: June 30, 1993

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] contract documents, 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 through application of [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

Franchise Number: 7

Expiration Date: June 30, 1993

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] 10th 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 past 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

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;

- c. Operational hours during which material will be received;
- 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.

SC-14 The Franchise Holder may continue operation of the gatehouse, provided however, that Metro shall review the desirability of a Metro-operated gatehouse annually during the first two years from the date of this amendment and biennially thereafter, or more frequently, if the Solid Waste Director shall initiate such a review. Metro reserves the right to operate the gatehouse at its own expense and pay the net proceeds of the collections to the operator.

FRANCHISE CONDITIONS

Franchise Number: 7

Expiration Date: June 30, 1993

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

Franchise Number: 7

Expiration Date: June 30, 1993

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.

SOLID WASTE COMMITTEE REPORT

RESOLUTION NO. 89-1133A, FOR THE PURPOSE OF DESIGNATING THE OREGON PROCESSING AND RECYCLING CENTER AS A MAJOR DISPOSAL SYSTEM COMPONENT PURSUANT TO METRO CODE SECTION 5.01.085 AND AUTHORIZING APPROPRIATE AMENDMENTS TO THE OREGON PROCESSING AND RECYCLING CENTER FRANCHISE AGREEMENT (FRANCHISE NO. 7)

Date: September 6, 1989

Presented by: Councilor Gary Hansen

Committee Recommendation: The Solid Waste Committee voted 3 to 0 to recommend Council adoption of Resolution No. 89-1133A. Voting: Councilors Hansen, DeJardin and Ragsdale. Absent: Councilors Buchanan and Wyers. This action taken September 5, 1989.

Committee Discussion/Issues: Wastech, Inc. has requested that Metro grant a ten-year franchise for its Oregon Processing and Recovery Center (OPRC) and designate it as a major disposal system component pursuant to Metro Code Section 5.01.085. Wastech was authorized in 1988 to expand its operations to 100,000 tons per year. Wastech has stated, however, that in order to obtain financing for the proposed expansion, it requires a ten-year franchise for OPRC. In order to grant Wastech a franchise for a period in excess of five years, Metro must designate OPRC as a Major Disposal System Component.

The Solid Waste Committee invited public testimony at the meeting held September 5, 1989. No one testified.

General Counsel Dan Cooper indicated that Resolution No. 89-1133 had been revised and was now Resolution No. 89-1133A. He explained the changes to the Committee. The major changes include the addition of several findings in the BE IT RESOLVED section, and Metro's right to operate the gatehouse "in a manner not inconsistent with the terms and conditions of this franchise." This formerly read "at its own expense and pay the net proceeds of collections to the operator."

There were no major issues raised and the Committee vote to recommend adoption of Resolution No. 89-1133A.

RB:pa
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STAFF REPORT

RESOLUTION NO. 89-1133, FOR THE PURPOSE OF DESIGNATING THE OREGON PROCESSING AND RECOVERY CENTER AS A MAJOR DISPOSAL SYSTEM COMPONENT PURSUANT TO METRO CODE SECTION 5.01.085 AND AUTHORIZING APPROPRIATE AMENDMENTS TO THE OREGON PROCESSING AND RECYCLING CENTER FRANCHISE AGREEMENT (FRANCHISE NO. 7)

Date: August 15, 1989

Presented by Bob Martin
Phil North

Wastech, Inc. (WASTECH) has requested that Metro grant a ten year franchise for its Oregon Processing and Recovery Center (OPRC) and designate it as a Major Disposal System Component pursuant to Metro Code Section 5.01.085. This request has been an ongoing desire of WASTECH since the December 1988 passage of Code Section 5.01.085.

WASTECH was authorized in 1988 to expand its operations to 100,000 tons per year and was granted additional amendments in early 1989 to facilitate its expansion plans. It has been consistently represented to Metro by WASTECH that financing of its expansion plans is severely hampered by the existing five year limit on franchises under the Metro Code (except as may be modified under Section 5.01.085). WASTECH has therefore requested designation as a Major Disposal System Component under the Metro Code Section 5.01.085. This would allow the Metro Council to authorize a franchise for a period in excess of five years.

With the anticipated expanded operations of OPRC, and other significant facilities on the horizon (Metro/Riedel compost facility and Metro East Station), policy as to operation of the OPRC gatehouse may require review. Presently, WASTECH operates the gatehouse, but it is recommended that periodic review be made by Metro to determine if it is more appropriate for Metro to operate the gatehouse.

Staff recommendation is that the WASTECH Franchise NO. 7 be amended to provide:

- 1) That WASTECH (OPRC) be designated as a Major Disposal System Component pursuant to Metro Code Section 5.01.085.

- 2) That the term of the franchise be modified from five years to ten years pursuant to the Metro Council authority under Code Section 5.01.085.
- 3) That there be no modification in gatehouse operations at present, but that Metro review the desirability of a Metro operated gatehouse during the first two years of the amended franchise and biennially thereafter, unless the Solid Waste Director determines the need for a more frequent review.
- 4) That if Metro assumes operations of the gatehouse, it will do so at its own expense and pay the net proceeds of collection to the operator

In addition to the substantive items immediately foregoing, a few minor semantic and procedural elements of the franchise document are recommended for modification. They are:

- A) Delete the words "franchise agreement" and substitute the words "contract documents" in Schedule A paragraph SA-6.
- B) Delete the words "in the" and substitute the words "through application of" in Schedule A, paragraph SA-8.
- C) Delete the phrase "20th day" and substitute the phrase "10th day" in Schedule B, paragraph SB-2.

Accompanying this staff report are Resolution NO. 89-1133 for the purpose of approving the franchise amendments and (EXHIBIT A), a copy of the amended Franchise NO. 7. Language additions are shown by underlining. Deletions are shown by brackets.

Executive Officers Recommendation

The Executive Officer recommends adoption of Resolution NO. 89-1133 authorizing amendment of Franchise NO. 7 issued to Wastech, Inc. for the Oregon Processing and ~~Recovery~~ Center (OPRC).