



**METROPOLITAN SERVICE DISTRICT**  
527 S.W. HALL ST., PORTLAND OR. 97201, 503/221-1646

## A G E N D A    SOLID WASTE POLICY ALTERNATIVES COMMITTEE

Date:    September 20, 1982

Day:     Monday

Time:    12:00 noon - 2:00 p.m.

Place:   Metro Offices, Conference Room A1-A2

### FOR RECOMMENDATION

- Killingsworth Fast Disposal Landfill Franchise
- LaVelle Landfill Franchise
- Metropolitan Disposal Corporation Transfer Station Franchise
- Forest Grove Disposal Transfer Station Franchise

### FOR DISCUSSION

- Limitations on the Use of the Clackamas Transfer and Recycling Center

### FOR RECOMMENDATION

- Regionwide Disposal Rate Policy

To save postage and paper only two franchise texts have been sent to SWPAC members. The others will be available at the meeting.

SOLID WASTE POLICY ALTERNATIVES  
COMMITTEE

August 23, 1982

Members

John Trout  
Shirley Coffin  
Delyn Kies  
Mike Sandberg  
John Gray  
Gary Newbore  
Dick Howard  
Dave Phillips  
Ed Sparks  
Howard Grabhorn

Staff

Eric Dutson  
Doug Robertson  
Doug Drennen  
Norm Wietting  
Dennis O'Neil  
Gus Rivera  
Bev Bailey

Guests

Norm Harker, Clark County  
Bob Brown, DEQ  
Mark Hope, DEQ  
Bruce Etlinger, Metro Councilor

Mr. John Trout called the meeting to order. The minutes of June 21, 1982 were approved as written.

The Committee discussed the diversion of yard debris from the landfills. Dave Phillips, Chairman of the Yard Debris Steering Committee, wanted SWPAC's reaction to this diversion on yard debris. Gus Rivera displayed a map showing the boundaries of yard debris collection and the location of Waste By-Products on Columbia Boulevard, in the north; McFarlane's Bark in Milwaukie, in the south; and Grimm's Fuel in Tualatin, which will be starting up on the west side. Gus said that as of July 1, over 60,000 cubic yards have been removed from the waste stream. Gus explained to the Committee that Waste By-Products makes hog fuel, and they are exploring making soil additives. McFarlane's makes ground cover for landscaping and stables. They also bag it and sell it for potting soil. Grimm's will produce landscaping material. Gus said that the Yard Debris program has shown that that material can be used and that a profit can be made. Dave Phillips said that a tipping fee is being charged. Gus said that our yard debris collection fluctuates with the weather.

Mr. Trout asked if the Committee wanted to make a policy recommendation on this. Shirley Coffin made a motion that SWPAC recommend to the Metro Council that it be Metro's policy to divert yard debris from disposal sites to processing centers. Mr. Sparks seconded the motion. The motion passed by a voice vote, with Mr. Newbore voting no.

The Committee discussed waste coming in from out of state (Washington). John Trout asked if Metro could charge higher rates for out of state. Norm said we cannot charge extra fees unless there is an extra cost to handle their waste. Dave Phillips suggested that Metro try to recover a portion of the development cost. Bob Brown brought up the fact that Oregon taxpayers are paying for the State grant for expansion, not Washington taxpayers.

The Committee then discussed the collector surveys on rate options. Doug Robertson presented the survey results. A copy of these results was handed out to the Committee members.

Mr. Sandberg brought up a question from the last meeting about whether Metro could impose a uniform rate and limit the CTRC to certain haulers. Doug Drennen said that our legal counsel said it is legal. Mr. Sandberg asked for a copy of the attorney's opinion on the legality of charging uniform rates and limiting which haulers can use the CTRC.

The Committee and staff discussed asking Oregon City to change the 400 TPD limit on the CTRC. Doug Drennen felt the rate study should be finished before requesting a change from Oregon City.

Solid Waste Policy Alternatives Committee  
August 23, 1982  
Page 3

Norm said staff needed a recommendation from SWPAC to make to the Services Committee. Several Committee members said they could not vote on a recommendation without knowing what Oregon City will say.

Dave Phillips made a motion to recommend a uniform rate with convenience charge be adopted for CTRC. Dick Howard seconded the motion. The motion died with 2 yes votes, 3 no votes, and 4 abstentions.

Bob Brown suggested that a person from the Oregon City Planning Commission be invited to the next SWPAC meeting so they can hear the concerns of the Committee.

Mike Sandberg made a motion to recommend cost of service be adopted for CTRC until Oregon City can decide if the facility will be open to the region, and then consider a uniform rate. Gary Newbore seconded the motion. The motion failed with 7 no votes and 3 yes votes.

Several members of the Committee said with cost of service, only a few people will be paying for the facility.

Ed Sparks made a motion that the Committee recommend a straight uniform rate be adopted. Dave Phillips seconded the motion. The motion failed with 7 no votes, 2 yes votes, and 1 abstention.

There was a motion by Dick Howard and a second by Mike Sandberg to adjourn the meeting with the understanding that staff will go to Oregon City with the request to have the restriction changed. Staff will ask a planner from the Oregon City Planning Commission to attend the next meeting. Staff will also inform the Committee when the next meeting will be held.

The meeting was adjourned.

bb

FRANCHISE NO.:  
DATE ISSUED:  
EXPIRATION DATE:

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

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

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

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Gary Newbore  
General Manager  
Killingsworth Fast Disposal

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Cindy Banzer  
Presiding Officer  
Metro Council

FRANCHISE CONDITIONS

Franchise Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

SCHEDULE A

AUTHORIZED AND PROHIBITED SOLID WASTES

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

in compactor trucks and compacting drop boxes or containers will not be accepted.

SA-5 Salvaging is authorized, if controlled so as to not interfere with optimum disposal operation and to not create unsightly conditions or vector harborage.

SA-6 Prohibited wastes shall be removed from the disposable solid waste as soon as discovered and shall be transported to a franchised or authorized disposal site. Storage and transportation shall be carried out to avoid vector production and bird attraction.

FRANCHISE CONDITIONS

Franchise Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

SCHEDULE B

MINIMUM MONITORING, REPORTING AND FEE SUBMISSION REQUIREMENTS

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

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

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



n. Tons of waste salvaged

Monthly

o. Signature and title of the franchisee  
or its agent

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

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

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

FRANCHISE CONDITIONS

Franchise Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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

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

- d Misrepresented the gross receipts from the operation of the franchised site, facility or station; or
- e. Failed to pay when due the fees required to be paid under this Ordinance.
- f. That there has been a significant change in the quantity or character of solid waste received or the method of solid waste disposal.

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

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

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

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

FRANCHISE CONDITIONS

Franchise Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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SCHEDULE D

WASTE REDUCTION PLAN

The franchisee shall implement the following waste reduction plan:

SD-1 Site Preparation

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

SD-2 Operational Plan

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

SD-3 Materials Preparation

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

SD-4 Equipment Usage/Storage Capacity

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

SD-5 Marketing

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

SD-6 Data Compliation

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

SD-7 Maintenance and Control

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

SD-8 Public Promotion and Education

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

FRANCHISE CONDITIONS

Franchise Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

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SCHEDULE E

DISPOSAL RATES

SE-1 The franchisee shall charge the following rates as  
of \_\_\_\_\_:

TA/srb  
6354B/310  
09/09/82



FRANCHISE NO.: 004  
DATE ISSUED:  
EXPIRATION DATE:

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

ISSUED TO:

NAME OF FRANCHISEE: Metropolitan Disposal Corporation

ADDRESS: P. O. Box 11457  
8443 N. Kerby

CITY, STATE, ZIP: Portland, Oregon 97211

NAME OF OPERATOR: James Cozzetto

PERSON IN CHARGE: James Cozzetto

ADDRESS: P. O. Box 11457

CITY, STATE, ZIP: Portland, Oregon 97211

TELEPHONE NUMBER: (503) 285-5771

This Franchise will automatically terminate on the expiration date shown above, or upon modification, revocation or suspension, whichever occurs first. Until this Franchise terminates, Metropolitan Disposal Corporation is authorized to operate and maintain a processing facility located at 8443 N. Kerby, Portland, Oregon 97211, for the purpose of accepting, processing and disposing of solid waste in accordance with the Metro Code and the attached Schedules A, B, and C. 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.

\_\_\_\_\_  
James Cozzetto  
Metropolitan Disposal Corporation

\_\_\_\_\_  
Presiding Officer, Council  
Metropolitan Service District

FRANCHISE CONDITIONS

Franchise Number: 004

Expiration Date: \_\_\_\_\_

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SCHEDULE A

AUTHORIZED AND PROHIBITED ACTIVITIES

- SA-1 The Franchise Holder is authorized to accept source separated solid wastes as defined in Ordinance No. 81-111, such as metals, paper cardboard and glass containers for reuse or recycling.
- a. The Franchise Holder shall accept solid waste from Metropolitan Disposal Corporation's collection vehicles only.
  - b. The Franchise Holder shall not accept solid waste at the site from the public including the Franchise Holder's collection customers.

FRANCHISE CONDITIONS

Franchise Number: 004

Expiration Date: \_\_\_\_\_

SCHEDULE B

MINIMUM MONITORING AND REPORTING REQUIREMENTS

SB-1 The Franchise Holder 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 Monitoring Frequency</u>
a) Cubic yards or tons of solid waste deposited by the Franchise Holder's collection vehicles classified among compacted, noncompacted, and special loads	Daily
b) Number of the Franchise Holder collection vehicle trips to the processing facility	Daily
c) Unusual occurrences affecting solid waste facility	Each Occurrence
d) Construction activities	Each Occurrence
e) Dates salvage removed	Each Occurrence

Signature and title of the franchisee or its agent.

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

SB-3 In accordance with the provisions of Metro Ordinance No. 81-111 Section 16, and Metro Code 4.03.020 (user fee) as amended the Franchise Holder shall submit to Metro on an approved form a monthly User Fee statement and payment. The Franchise Holder shall pay Metro user fee for all mixed solid wastes which are not separated at the source and which are accepted by the franchisee at the facility. The statement and payment shall be submitted on or before the 20th day of each month following the preceeding month of operation. User fee schedules are subject to revisions in accordance with Metro ordinances, rules and regulations promulgated after the date of this franchise agreement.

- SB-4 The Franchise Holder may deduct user fees paid by the franchisee to District approved disposal sites for solid wastes delivered by the franchisee. Such deductions shall be supported by proof acceptable to Metro.
- SB-5 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-6 The Franchise Holder shall report to the District any changes in excess of five (5%) percent of ownership of the franchisee's corporation or similar entity, or of the partners of a partnership within ten days of such changes of ownership.
- SB-7 The Franchise Holder will file monthly with Metro a report indicating the types (wood, paper, cardboard, metal, glass, etc.) quantities (tonnage/cubic yards) and selling price of source separated and any non-source separated solid wastes accepted at the facility and not disposed of at a District approved site.
- SB-8 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-9 The Franchise Holder shall submit a duplicate copy to the District of any information required by the Department of Environmental Quality (DEQ) pertaining to the processing facility during the term of the Franchise. Such information shall be forwarded to the District within two (2) working days of their submission to DEQ.
- SB-10 In the event a breakdown of equipment, flooding, fire, sliding or other occurrence causes a violation of any conditions of this Franchise Agreement or of the Metro Code, the Franchise Holder shall:
- a. Immediately take action to correct the unauthorized condition or operation.
  - b. Immediately notify Metro so that an investigation can be made to evaluate the impact and the corrective actions taken and determine additional action that must be taken.

FRANCHISE CONDITIONS

Franchise Number: 004

Expiration Date: \_\_\_\_\_

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SCHEDULE C

GENERAL CONDITIONS

- SC-1 The Franchise Holder shall furnish Metro with proof of public liability insurance including automotive coverage within ten (10) days after receipt of the order granting this franchise. Said insurance shall be in the 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. The District shall be named as an additional insured in the policy.
- SC-2 The franchise insurance set forth in SC-1 shall be maintained during the term of the franchise. The Franchise Holder shall give thirty (30) days prior written notice to the District of any lapse or proposed cancellation of insurance coverage.
- SC-3 The Franchise Holder shall obtain a corporate surety bond in the amount of \$25,000.00 within ten (10) days after receipt of the order granting this franchise. Said bond shall guarantee full and faithful performance during the term of this franchise of the duties and obligations of the franchisee under the Solid Waste Code, applicable federal, state and local laws and rules and regulations.
- SC-4 The franchise corporate surety bond in the amount set forth in SC-3 shall be maintained by the Franchise Holder during the term of the franchise. The Franchise Holder shall give thirty (30) days written prior notice to the District of any lapse or proposed cancellation of the bond.
- SC-5 All non-putresible solid wastes accepted by Metropolitan Disposal Corporation at the Facility and not recovered for reuse or recycling shall be delivered within 48 hours to a Metro approved or franchised solid waste disposal site.
- SC-6 All solid waste which has been contaminated by putresible solid waste and accepted by Metropolitan Disposal Corporation at the Facility and not recovered for reuse or recycling shall be delivered to a Metro approved or franchised general purpose landfill site at the end of each working day. For the purpose of this regulation, waste from compactor trucks shall be assumed to contain putresible solid waste.

- SC-7 The Franchise Holder may not lease, assign, mortgage, sell or otherwise transfer, either in whole or in part, its franchise to another person without prior approval by the District.
- SC-8 The Franchise Holder may contract with another person to operate the processing center only upon ninety (90) days prior written notice to the District and the written approval of the Executive Officer. If approved, the franchisee shall remain responsible for compliance with this franchise agreement.
- SC-9 All notices required to be given to the franchisee under this franchise agreement shall be given to James Cozzetto, P. O. Box 11457, Metropolitan Disposal Corporation, P. O. Box 11457, Portland, Oregon 97211. All notices and correspondence required to be given to Metro under this franchise shall be given to the Solid Waste Director, Solid Waste Department, Metro, 527 S.W. Hall, Portland, Oregon 97201.
- SC-10 The conditions of this Franchise agreement shall be binding upon the Franchise Holder, and the Franchise Holder shall be responsible for all acts and omissions of all contractors and agents of the Franchise Holder.
- SC-11 The Franchise Holder is exempt from Section 14(1) of Ordinance No. 81-111.
- SC-12 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-13 Authorized representatives of Metro shall be permitted access to the premises of the waste disposal facility owned or operated by the Franchise Holder at all reasonable times for the purpose of making inspections, surveys, collecting samples, obtaining data, examining books, papers, records and equipment, performing any investigation as may be necessary to verify the accuracy of any return made, or if no return is made by the franchisee, to ascertain and determine the amount required to be paid, and carrying out other necessary functions related to this Franchise and the Metro Code. Access to inspect is authorized:
- a. during all working hours;
  - b. at other reasonable times with notice;
  - c. at any time without notice where, at the discretion of the Metro Solid Waste Division Director, when such notice would defeat the purpose of the entry.

SC-14 This Franchise Agreement is subject to suspension, modification, revocation or nonrenewal upon finding that a franchisee has:

- a. Violated the Disposal Franchise Ordinance, the Code, ORS Chapter 459 or the rules promulgated thereunder or any other applicable law or regulation; or
- b. Misrepresented material facts or information in the franchise application or other information required to be submitted to the District;
- c. Refused to provide adequate service at the franchised site, facility or station, after written notification and reasonable opportunity to do so.
- d. Misrepresented the gross receipts from the operation of the franchised site, facility or station; or
- e. Failed to pay when due the fees required to be paid under this Ordinance.

SC-15 This Franchise Agreement, or a photocopy thereof, shall be displayed where it can be readily referred to by operating personnel.

SC-16 The granting of this franchise shall not vest any right or privilege in the franchisee to receive specific types or quantities of solid waste during the term of the franchise.

TA/gl  
5526B/285  
07/29/82

SOLID WASTE ADVISORY COMMITTEE

GUESTS AND ADVISORS IN ATTENDANCE

DATE 9-20-82

GUEST OR ADVISOR

AFFILIATION

GUEST OR ADVISOR	AFFILIATION
JOHN TROUT	COLLECTION INDUSTRY
Shirley Coffin	Washington Co. Public
Robert W. Harris	Clackamas Co. Public
Mike Sandberg	Washington Cty
Delyn Kils	City of Portland
GARY NEWBORE	KILLINGSWORTH EAST DISPOSAL
Doug Robertson	Metro
Douglas Dummer	Metro
Norm Wietting	Metro
DAN DURIG	METRO
DENNIS O'NEIL	METRO
TEILYN ANDERSON	METRO
Eric Dutton	"
Dick Howard	Mult Co
David G. Phillips	Clack. Co. DES
EDWARD SPARKS	RECYCLERS
Edward Grabhorn	Landfill Wash. Co.
Jerome L. Baldwin	Baldwin Sanit. Service Inc.
Nancy J. Smith	Baldwin Sanitary Sewer One



**SOLID WASTE ADVISORY COMMITTEE**

**ATTENDANCE AND VOTE RECORD**

Meeting Date 9-20-82

ATTENDANCE RECORD				VOTING RECORD															
member	here	not here*	item	yes	no	abst	item	yes	no	abst	item	yes	no	abst	item	yes	no	abs	
COZZETTO																			
COFFIN	X			X				X					X			X			
GRABHORN	X			X				X					X						X
GRAY																			
HARRIS	X			X				X				X				X			
HOWARD	X			X				X				<del>X</del>	X			X			
JOHNSON																			
KIES	X			X				X					X			X			
NEWBORE	X					X				X			X			X			
PHILLIPS	X			X				X					X			X			
SANDBERG	X			X				X					X			X			
SPARKS	X			X				X				X							
TROUT	X			X				X					X			X		X	
WELLINGTON																			

MOTION BY: Phillips  
SEC. Sparks

MOTION BY: Phillips  
SEC. Sparks

MOTION BY:  
SEC.

MOTION BY:  
SEC.

U = Unexcused Absence

**SOLID WASTE ADVISORY COMMITTEE**

**ATTENDANCE AND VOTE RECORD**

Meeting Date 9-20-82

ATTENDANCE RECORD				VOTING RECORD															
member	✓ here	⊗ not here	Ⓛ item	yes	no	abst	item	yes	no	abst	item	yes	no	abst	item	yes	no	abst	
COZZETTO																			
COFFIN	X																		
GRABHORN	X																		
GRAY																			
HARRIS	X																		
HOWARD	X																		
JOHNSON																			
KIES	X																		
NEWBORE	X																		
PHILLIPS	X																		
SANDBERG	X																		
SPARKS																			
TROUT	X																		
WELLINGTON																			

• E = Excused Absence

U = Unexcused Absence

TABLE 5-12

SUMMARY OF ALTERNATIVE RATE SCHEDULES

<u>Cost of Service</u>	<u>Base Rate</u>	<u>User Fee</u>	<u>Regional Transfer Charge</u>	<u>Total Rate</u>
<u>St. Johns Landfill</u>				
Commercial	\$10.33	\$1.68	--	\$12.01
Public: Car	4.21	0.54		4.75
Truck	5.21	0.54		5.75
Extra Yards	2.23	0.27		2.50
<u>CTRC</u>				
Commercial	\$19.60	\$1.68	--	\$21.28
Public: Car	7.21	0.54		7.75
Truck	8.96	0.54		9.50
Extra Yards	3.73	0.27		4.00
<u>Limited Uniform Rates</u>				
<u>Both Facilities</u>				
Commercial	\$12.42	\$1.68	--	<del>\$14.10</del>
Public: Car	6.21	0.54		6.75
Truck	7.71	0.54		8.25
Extra Yards	3.23	0.27		3.50
<u>Full Uniform Rates</u>				
<u>Both Facilities</u>				
Commercial	\$10.33	\$1.68	\$1.47	\$13.48
Public: Car	3.15	0.54	2.31	6.00
Truck	3.90	0.54	2.31	6.75
Extra Yards	1.58	0.27	1.15	3.00
<u>Convenience Charge</u>				
<u>CTRC Only</u>				
Commercial				1.49
Public: Cars and Trucks				0.50
Extra Yards				0.25

*OPTION 1*

6593B/317-11  
09/15/82

Comm  
CTRL 13.48 149 14.97  
St. John 13.48 - 13.48

Public

### Option 2

St. J.	\$ 5.25 /trip	<del>5.75</del>
	<u>6.00</u>	
		w/ Convenience
CTRL	\$ 7.00	7.50
	7.75	8.25

160 - Transfer Charge

### ~~Option 3~~

~~St. J~~ ~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
CTRL ~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~