



METROPOLITAN SERVICE DISTRICT

1220 S.W. MORRISON, ROOM 300, PORTLAND, OREGON 97205

(503) 222-3671

MSD BOARD OF DIRECTORS

PORTLAND WATER BUREAU
1800 SW 6TH AVE.
AUDITORIUM

DECEMBER 9, 1977
2:00 P.M.

A G E N D A

77-955 MINUTES

77-956 PUBLIC COMMUNICATIONS

ADMINISTRATIVE DIVISION

77-957 CASH DISBURSEMENTS
77-958 CONTRACT 77-122 - PUROLATOR COURIER
SERVICE
77-959 PAYROLL BANK ACCOUNT

SOLID WASTE PROGRAM

77-960 BOND COUNSEL SELECTION
77-961 SOUTH PROCESSING STATION ASSESSMENT
OF AIR QUALITY IMPACTS - CONSULTANT
PROPOSAL
77-962 SOUTH PROCESSING STATION STATUS
REPORT - PHASE I ENGINEERING DESIGN -
BECHTEL
77-963 SOLID WASTE CODE VARIANCE REQUEST -
HOWARD S. WRIGHT DEVELOPMENT CO.
77-964 CONTRACT 77-110 - PORTLAND RECYCLING
TEAM BOTTLE WASHING FACILITY -
CONTRACT REVISIONS

77-965

EXECUTIVE SESSION - TIREGON LITIGATION

ZOO DIVISION

77-966

BEHAVIORAL ENGINEERING PROGRAM -
PUBLIC HEARING

OTHER BUSINESS



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ACTION AGENDA

<u>PAGE</u>	<u>ACTION RECORD NUMBER</u>	
1	77-955	MINUTES Action - <u>Approve</u> minutes of November 10, 1977
7	77-956	PUBLIC COMMUNICATIONS Action - <u>Receive</u> comments from the public on matters not listed on the meeting agenda
8	77-957	CASH DISBURSEMENTS Action - <u>Approve</u> staff recommendation
12	77-958	CONTRACT 77-122 - PUROLATOR COURIER SERVICE Action - <u>Approve</u> Contract 77-122 at a monthly expenditure not to exceed \$125.66
14	77-959	PAYROLL BANK ACCOUNT Action - <u>Approve</u> staff recommendation

<u>PAGE</u>	<u>ACTION RECORD NUMBER</u>	
15	77-960	BOND COUNSEL SELECTION Action - <u>(Removed from Agenda)</u>
16	77-961	SOUTH PROCESSING STATION ASSESSMENT OF AIR QUALITY IMPACTS - CONSULTANT PROPOSAL Action - <u>No action</u> required
24	77-962	SOUTH PROCESSING STATION STATUS REPORT - PHASE I ENGINEERING DESIGN - BECHTEL Action - <u>No action</u> required
25	77-963	SOLID WASTE CODE VARIANCE REQUEST - HOWARD S. WRIGHT DEVELOPMENT CO. Action - <u>Approve</u> staff recommendation
30	77-964	CONTRACT 77-110 - PORTLAND RECYCLING TEAM BOTTLE WASHING FACILITY - CONTRACT REVISIONS Action - <u>Approve</u> contract revisions
32	77-965	EXECUTIVE SESSION - TIREGON LITIGATION ORS 192.660 (2) (d)
39	77-966	BEHAVIORAL ENGINEERING PROGRAM - PUBLIC HEARING Action - <u>Receive</u> testimony
O T H E R B U S I N E S S		
	77-967	CONTRACT 77-123 - MARINE DROPBOX CORP.

77-955 MINUTES

THE FOLLOWING PAGES CONTAIN THE MINUTES OF THE NOVEMBER 10,
1977, BOARD MEETING.

THE STAFF RECOMMENDS APPROVAL OF THE BOARD MINUTES AS SUBMITTED.

RESOLUTION

WHEREAS, §12.02.060(1)(f) of the MSD Code makes it unlawful for "any person to dispose of solid waste to any place other than a waste disposal site certified by MSD", and §12.02.060(1)(a) of the MSD Code makes it unlawful for "any person to operate a solid waste disposal site within the District without a certificate from MSD", and

WHEREAS, the Howard S. Wright Development Company of Seattle, Washington, has requested a variance from §12.02.060(1)(f) to allow it to dispose of approximately 7,500 cubic yards of concrete rubble generated from the demolition of the Congress Hotel at the Porter-Yett Gravel Pit located at N.E. Columbia Boulevard and N.E. Cully Boulevard in Portland, Oregon, and

WHEREAS, the Porter-Yett Gravel Pit is not certified by MSD or permitted by DEQ to accept solid waste, and

WHEREAS, the Howard S. Wright Development Company has stated that strict compliance with §12.02.060(1)(f) would impose an undue burden through the added cost of \$20,000.00 in dump fees to use an existing landfill, and

WHEREAS, in January, 1977 the MSD Board adopted the Non-processible Solid Waste Disposal Program Report which recommends that MSD should encourage maintaining filling rates at existing demolition landfills by limiting or reducing their number and should allow demolition waste to be accepted at non-processible landfills, and

WHEREAS, the King Road Landfill located in the Portland Road and Driveway Gravel Pit in Clackamas County is certified by MSD and permitted by DEQ to accept solid waste, and will be filled within two years, and

WHEREAS, a large pond on the bottom of the Portland Road and Driveway Gravel Pit which is not certified by MSD or permitted by DEQ to accept solid waste has been properly zoned and franchised by Clackamas County for landfilling, and

WHEREAS, Mr. Glenn Lavelle of Portland Road and Driveway wishes to expand the King Road Landfill into the pond area of the gravel pit, and

WHEREAS, the pond must be filled with inert material before the landfill can be expanded, and

WHEREAS, Portland Road and Driveway has indicated its willingness to waive the dump fee in order to receive inert material for the purpose of filling the pond, and

WHEREAS, the hauling distance between the Congress Hotel and the Portland Road and Driveway Gravel Pit is longer than the hauling distance between the Congress Hotel and the Porter-Yett Gravel Pit,

THE MSD BOARD FINDS THAT:

1. The purpose and intent of the particular requirements of the MSD Code and the Non-processible Solid Waste Disposal Program Report cannot be achieved by allowing concrete rubble to be disposed of at sites other than those authorized and certified by MSD; and

2. The purpose and intent of the particular requirements of the MSD Code and the Non-processible Solid Waste Disposal Program Report can be achieved by filling the pond area at the Portland Road and Driveway Gravel Pit with inert material such as concrete rubble, thereby providing additional space for further disposal of solid waste at an existing certified disposal site; and

3. Strict compliance with §12.02.060(1)(f) will impose an undue burden on the Howard S. Wright Development Company through the added cost of \$20,000.00 in dump fees to use an existing landfill, which can be alleviated by dumping at the Portland Road and Driveway Gravel Pit at no charge; and

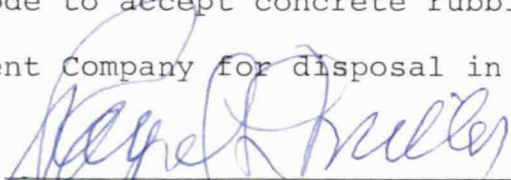
4. This variance is necessary to protect the public health, safety and welfare.

THEREFORE, THE MSD BOARD RESOLVES THAT:

1. The Howard S. Wright Development Company is denied a variance from §12.02.060(1)(f) of the MSD Code to dispose of concrete rubble from the Congress Hotel at the Porter-Yett Gravel Pit.

2. The Howard S. Wright Development Company is granted a variance from §12.02.060(1)(f) of the MSD Code to dispose of concrete rubble from the Congress Hotel at the Portland Road and Driveway Gravel Pit.

3. Portland Road and Driveway is granted a variance from §12.02.060(1)(a) of the MSD Code to accept concrete rubble from the Howard S. Wright Development Company for disposal in its pond.



Raymond Miller
Chairman, MSD Board

HEALTH SERVICES RESEARCH CENTER

4610 SOUTHEAST BELMONT STREET, PORTLAND, OREGON 97215. TELEPHONE (503) 233-5631

November 8, 1977

RECEIVED
NOV 10 1977

CLERK OF B/C

Commissioner Ray Miller
Washington County Courthouse
Hillsboro, Oregon 97123

Dear Mr. Miller:

My understanding is that a public hearing will be held by the Board of the Metropolitan Services District in November, 1977 regarding the behavioral research program at the Washington Park Zoo. As an interested citizen I am requesting information about what procedures should be followed if I wish to offer testimony, written or oral, at the hearing. I have some experience in behavioral and health-related research, and therefore believe my perspective may be relevant to the issues to be considered.

Currently I am working as a Psychologist-consultant to the Multiple Risk Factor Intervention Trial in Portland (part of a national research program on heart-attack prevention) and am also coordinating a multi-national research project on the acceptability of new contraceptive methods undergoing clinical trials sponsored by the World Health Organization in Geneva, Switzerland.

Any information you can provide as to appropriate procedures regarding participation in the public hearings will be highly appreciated.

Sincerely,

William M. Wiest

William M. Wiest, Ph.D.
Senior Investigator
Health Services Research Center

CC: Members of the Board of MSD

WMW/ks

NOVEMBER 18, 1977

MR. WILLIAM M. WIEST, PH.D.
SENIOR INVESTIGATOR
HEALTH SERVICES RESEARCH CENTER
KAISER FOUNDATION
4610 SE BELMONT STREET
PORTLAND, OREGON 97215

PURSUANT TO YOUR LETTER OF NOVEMBER 8, 1977, ~~ON~~ DECEMBER 9, 1977, THE BOARD OF DIRECTORS WILL HEAR A REPORT ON THE BEHAVIORAL ENGINEERING PROGRAM AT THE WASHINGTON PARK ZOO. THIS WILL BE AN OPEN MEETING AND ANYONE WISHING TO MAKE A STATEMENT WILL HAVE THE OPPORTUNITY TO DO SO.

RAYMOND L. MILLER, CHAIRMAN
MSD BOARD OF DIRECTORS

RLM/JW

OTHER BUSINESS

77-967 CONTRACT 77-123 - MARINE DROPBOX CORPORATION

MARINE DROPBOX CORPORATION, LOCATED AT FOUR NORTH MARINE DRIVE IN PORTLAND, OREGON, OPERATES A PROCESSING FACILITY AS DEFINED IN SECTION 12.02.030 (13) OF THE MSD CODE, AND IS, THEREFORE, REQUIRED TO OPERATE UNDER AN AGREEMENT WITH MSD AS STATED IN SECTION 12.02.060(1)(c) OF THE MSD CODE.

MARINE'S BUSINESS CONSISTS OF PICKING UP MIXED LOADS OF WOOD AND WIRE CABLE FROM THE SHIPPING DOCKS, SEPARATING THE WOOD FROM THE CABLES, AND THEN SELLING THE SEPARATED WOOD AND CABLES. MARINE DOES NOT ACCEPT ANY MATERIALS OTHER THAN THE WOOD AND CABLES AND DOES NOT ACCEPT MATERIALS FROM ANY OTHER COMMERCIAL HAULER OR THE PUBLIC.

MARINE CURRENTLY PROCESSES ABOUT 700 CUBIC YARDS OF MATERIALS EACH MONTH. THE MSD USER FEE ON THIS AMOUNT OF MATERIAL WOULD BE \$112.00.

THE ATTACHED LIMITED AGREEMENT RECITES MSD'S PROGRAM, STATES THE CONDITIONS UNDER WHICH MARINE CAN OPERATE, AND SETS OUT THE USER FEE SCHEDULE WITH WHICH MARINE WILL COMPLY. THIS LIMITED AGREEMENT HAS BEEN APPROVED BY OUR ATTORNEY AND BY MARINE DROPBOX CORPORATION.

THE STAFF RECOMMENDS THAT THE BOARD APPROVE THE LIMITED AGREEMENT, CONTRACT 77-123, ALLOWING MARINE DROPBOX CORPORATION TO OPERATE AS A PROCESSING CENTER.

METROPOLITAN SERVICE DISTRICT
BOARD ACTION

NO. 77-967 DATE 12-9-77

BARTELS
GORDON
McCREADY
ROBNETT
SALQUIST
SCHUMACHER
MILLER, CHAIRMAN

YES	NO	ABST.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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[Signature]
Clerk of the Board

LIMITED AGREEMENT

PARTIES:

METROPOLITAN SERVICE DISTRICT OF PORTLAND, OREGON,
a municipal corporation organized and existing under the laws
of the State of Oregon, (hereafter MSD).

MARINE DROPBOX CORPORATION, an Oregon corporation,
(hereafter Marine).

DATE: December 8, 1977

RECITALS:

(1) Marine owns and operates a processing facility
(the Facility), as defined in MSD Ordinance 47 (the Ordinance),
located at 4 North Marine Drive in Portland, Oregon. The
Facility presently accepts solid wastes as defined in the
Ordinance from Marine's collection vehicles and wood, wire rope,
and metal clips are separated.

(2) MSD is implementing, effective June 1, 1977, its
Solid Waste Management Program, which includes the certification
of all landfills in the District and prohibits the operation of
processing facilities and transfer stations, except by agree-
ment with MSD.

(3) The Ordinance provides that solid wastes must be
taken to a landfill certified or approved by MSD or to a transfer

station or processing facility operated by or under agreement with MSD.

(4) (a) MSD's program will be implemented in three phases. Phase I will include the design, construction, and beginning of operation for a processing facility in Oregon City capable of accepting approximately 1,200 tons of solid waste each day or approximately 400,000 tons per year. It is expected that most of the solid wastes for this facility will be drawn from the southern half of the MSD area.

(b) Phase II calls for the design, construction and beginning of operation of a processing facility in the north end of the MSD region. The size and capability of this facility are not defined.

(c) Phase III currently is defined as when the two processing facilities are operational.

(5) At each facility, resources, such as refuse derived fuel and ferrous metals, will be recovered and sold. The fuel will probably be sold on long term contract requiring a guarantee by MSD of a reliable and continuous supply. The giving of such a guarantee means that MSD must be able to control the flow of solid wastes to its facilities or facilities designed by MSD. MSD's ability to solve the Portland metropolitan solid waste disposal problem depends in large measure on the sale contracts for recovered resources, especially the refuse derived fuel.

AGREEMENT:

(6) Marine may continue to operate the Facility during the term of this agreement as specified below:

(a) Marine may accept solid wastes from Marine vehicles only.

(b) Marine shall not accept solid wastes from any other solid waste collection services or from the public.

(c) Marine shall not accept food wastes.

(d) All solid wastes accepted by Marine at the Facility and not recovered for reuse or recycling shall be delivered within 48 hours to an MSD certified waste disposal site or a processing facility operated by or under agreement with MSD.

(e) All solid waste accepted by Marine at the Facility shall be controlled to prevent rodent and insect infestation and noxious odors.

(f) Manual handling of solid waste shall be carefully controlled to prevent transmission of diseases, or substances which could affect the health of Marine employees and the public.

(7) Marine will pay the MSD user fee set forth in the attached Schedule A for all solid wastes generated within the MSD and accepted by Marine at the Facility. Schedule A is subject to revisions in accordance with MSD ordinances, rules and regulations promulgated after the date of this agreement.

(8) Marine will pay the user fee to and file reports with MSD in accordance with Section 17 of Ordinance No. 47. Marine will receive credit for user fees paid by Marine to solid waste disposal sites for solid wastes delivered by Marine to such sites upon which Marine has already paid the user fee.

(9) Marine will file monthly with MSD a report indicating the types (wood, wire rope, etc.) and quantities (tonnage/cubic yards) of solid wastes accepted at the Facility and not disposed at an authorized MSD disposal site.

(10) MSD may inspect the accepted waste, property and improvements constituting the Facility in accordance with Ordinances No. 47 and 48, copies of which have been given to Marine.

(11) Any notices required to be given under this agreement shall be given to Marine, 2322 North Williams Avenue, Box 4, Portland, Oregon 97212 and to MSD, c/o Director, Solid Waste Division, 1220 S.W. Morrison, Room 300, Portland, Oregon 97205.

(12) This agreement does not eliminate the necessity of complying with applicable city and county regulations, DEQ permit, statutes and rules.

(13) (a) Marine understands that when MSD's first processing facility becomes operational it will be necessary for solid wastes generated in at least the southern half of the MSD area to be directed exclusively to the first processing facility in order to meet the tonnage demands. It may be necessary for MSD to direct the solid wastes presently going to

Marine's facility to the MSD's processing facility in order to guarantee quantities and solve an area-wide problem. Marine understands and agrees that this agreement does not vest any right or privilege in Marine to continue its present practice after the termination of this agreement. Marine understands and agrees that any improvements or capital expenses made at the facility are made at its risk. MSD makes no guarantee, commitment or agreement that solid wastes generated in MSD area will come to the facility.

(b) Marine understands that this agreement is a limited agreement to operate and vests no renewal rights in Marine. This agreement is not intended in any way to be a commitment or understanding that MSD will buy or use the facility as the north processing facility or that MSD will contract with Marine to design, construct or operate the north processing facility.

(14) Except as provided in Paragraph 15, the term of this agreement shall be for five (5) years or until the date MSD notifies Marine that the first resource recovery facility begins operation, whichever occurs first.

(15) This agreement may be terminated by MSD if after five (5) days notice of a violation of this agreement, any MSD ordinance, rule or regulation, any Marine permit from DEQ or of any DEQ statute, rule or regulation, such violation continues or re-occurs, provided, however, if there is serious danger to the public health or safety this agreement may be terminated immediately.

(16) Marine may not under any condition transfer or assign this Limited Agreement.

(17) In the event of litigation concerning this Limited Agreement, the prevailing party is entitled to reasonable attorneys fees to be determined by the Court, including reasonable fees on appeal.

(18) If any provision is declared invalid or unenforceable, the validity or enforceability of the remaining provision shall not be impaired.

METROPOLITAN SERVICE DISTRICT

DATED: _____

MARINE DROPBOX CORPORATION

DATED: December 1, 1977

Richard A. Heller

Approved as to form:

Dean P. Givold
MSD attorney

SCHEDULE A

SECTION 1

The following user fees shall be paid by Marine to MSD:

(a) non-compacted solid waste, 16¢ per cubic yard delivered;

(b) compacted solid waste, 28¢ per cubic yard delivered.

SECTION 2

This Schedule A is operative until the St. Johns Landfill converts from the volume to the weight method of assessing fees and at such time this schedule will be revised in accordance with MSD ordinances, rules and regulations.