



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Agenda

DATE: May 14, 1992
MEETING: METRO COUNCIL
DAY: Thursday
TIME: 5:30 p.m.
PLACE: Metro Council Chamber

Approx.
Time*

Presented
By

5:30
(5 min.)

ROLL CALL/CALL TO ORDER

1. INTRODUCTIONS

2. CITIZEN COMMUNICATIONS TO THE COUNCIL ON NON-AGENDA ITEMS

5:35
(30 min.)

3. EXECUTIVE OFFICER COMMUNICATIONS

3.1 Briefing on (Greenspaces Master Plan)

6:05
(5 min.)

4. CONSENT AGENDA (Action Requested: Motion to Adopt the Consent Agenda)

4.1 Consideration of April 9, 1992 Minutes

REFERRED FROM THE SOLID WASTE COMMITTEE

4.2 Resolution No. 92-1606, For the Purpose of Authorizing an Intergovernmental Agreement with Clackamas County to Provide Litter Collection Services

6:10
(5 min.)

5. ORDINANCES, FIRST READINGS

5.1 Ordinance No. 92-453, For the Purpose of Granting a Franchise to Pemco, Inc. for the Purpose of Operating a Petroleum Contaminated (Soil Processing Facility) and Declaring an Emergency (Action Requested: Referral to the Solid Waste Committee)

5.2 Ordinance No. 92-454, For the Purpose of Granting a Franchise to Sonas Soil Resource Recovery of Oregon, Inc. for the Purpose of Operating a Petroleum Contaminated (Soil Processing Facility) and Declaring an Emergency (Action Requested: Referral to the Solid Waste Committee)

6. ORDINANCES, SECOND READINGS

REFERRED FROM THE SOLID WASTE COMMITTEE

6:15
(15 min.)

6.1 Ordinance No. 92-455, For the Purpose of Amending Metro Code Chapter 5.02, Disposal Charges and User Fees (Action Requested: Motion to Adopt the Ordinance)

* All times listed on this agenda are approximate; items may not be considered in the exact order listed.

7. RESOLUTIONS

REFERRED FROM THE SOLID WASTE COMMITTEE

- 6:30 (5 min.) 7.1 Resolution No. 92-1608, For the Purpose of (Authorizing) a Sole-Source Contract with Charles Sax, AIA to Create a Booklet: Meet "MRF" An Introduction to Materials Recovery Facilities and Transfer Stations (Action Requested: Motion to Adopt the Resolution) Hansen
- 6:35 (5 min.) 7.2 Resolution No. 92-1614A, For the Purpose of Authorizing Issuance of a RFB for Groundwater Monitoring Well Improvements and Piezometer Installation at St. Johns Landfill (Action Requested: Motion to Adopt the Resolution) Van Bergen

REFERRED FROM THE TRANSPORTATION & PLANNING COMMITTEE-

- 6:40 (10 min.) 7.3 Resolution No. 92-1609, Establishing Guidelines and Criteria for the Second Year of Greenspaces Restoration and Enhancement Grants (Action Requested: Motion to Adopt the Resolution) Devlin

BEFORE THE CONTRACT REVIEW BOARD

- 6:50 (15 min.) 7.4 Resolution No. 92-1615, For the Purpose of Amending Contract 901-395 between Metro and 1000 Friends of Oregon (Action Requested: Motion to Adopt the Resolution)

- 7:05 (10 min.) **8. COUNCILOR COMMUNICATIONS & COMMITTEE REPORTS**

7:15 **ADJOURN**

Meeting Date: May 14, 1992
Agenda Item No. 4.1

MINUTES

MINUTES OF THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

April 9, 1992

Council Chamber

Councilors Present: Presiding Officer Jim Gardner, Deputy Presiding Officer Judy Wyers, Larry Bauer, Roger Buchanan, Richard Devlin, Sandi Hansen, Ruth McFarland, George Van Bergen and Ed Washington

Councilors Absent: Tanya Collier and Susan McLain

Also Present: Executive Officer Rena Cusma

Presiding Officer Gardner called the regular meeting to order at 5:32 p.m.

Presiding Officer Gardner announced that Agenda Item No. 7.4, Resolution No. 92-1598A, For the Purpose of Finalizing the Westside Lightrail Transit Funding Program would be considered after Agenda Item No. 4 and before Agenda Item No. 5.

1. CONSIDERATION OF A CANDIDATE FOR VACANT DISTRICT 5 COUNCIL POSITION

A. Consideration of Candidates by the Council

1. Job Lazar
2. Edward Gronke
3. Kevin McDonald
4. Michael Gates

Presiding Officer Gardner announced that due to the March 31, 1992 resignation of District 5 Councilor Tom DeJardin, the Council had been involved in a process to select a person to serve in that position. He announced advertisements were published in The Oregonian, The Clackamas County Review, The Lake Oswego Review, The Oregon City Enterprise-Courier, The Tigard-Tualatin Times, and The West Linn Tidings, and that neighborhood associations, business associations and elected officials were informed of the vacant position. He announced applications were made available to all interested citizens beginning March 19, 1992.

Presiding Officer Gardner announced a Council subcommittee composed of Councilors Devlin, Bauer and Van Bergen held a public meeting at Clackamas Community College on Tuesday, March 31, to hear the candidates and receive testimony from interested citizens. He said Councilor Buchanan attended the meeting also.

Presiding Officer Gardner announced the Council would interview the applicants for the vacant District 5 Council position per the

provisions of Metro Code Section 2.01.180 and that the order of interviews was chosen randomly by lot. He said each applicant would have up to 15 minutes to respond to the series of five questions they received in the application packet and to make closing remarks. He said Councilors could ask follow-up questions which would not be applied against the applicant's allotted time, but that Councilors were encouraged to keep their follow-up answers brief and applicants were asked to keep their answers succinct.

Presiding Officer Gardner asked applicants to wait outside of the Council Chamber until it was their turn to testify.

Presiding Officer Gardner announced that Mr. Gronke was unable to attend this meeting and referred those present to his written responses to the five questions.

Presiding Officer Gardner asked the three candidates present the following five questions:

1. An independent committee is drafting a Metro charter to put before the voters in November. What powers, authority, and functions should be included in Metro's charter?
2. What should Metro's relationship be with other governments in the region?
3. Metro Councilors are responsible for setting regional policy and for program and fiscal oversight of the Metropolitan Service District. Explain how your background would enhance the Council's ability to perform these tasks.
4. By assuming this position, you would be appointed to represent a district of approximately 80,000 people. Please share with us your knowledge of the needs and concerns of your district. What experience do you have in working with community organizations, as well as the individuals in your district? How would you balance the needs of District 11 with the needs of the region?
5. What do you believe ought to be changed about Metro, if anything?

After the three candidates answered the questions listed above and participated in question and answer sessions with the Council, Presiding Officer Gardner closed the interview process.

Submitted for this meeting and filed with the record of this meeting, were various letters in support of candidates.

Tom Walsh, general manager, Tri-Met, submitted a letter of support for Mr. McDonald (dated April 8, 1992). Mr. McDonald also submitted written testimony in response to the five questions also.

Dan Fowler, mayor, City of Oregon City, submitted a letter of support for Mr. Gates (dated March 31, 1992). Mr. Gates submitted written testimony in response to the five questions also.

B. Discussion of Timing for Appointment to Vacant Council District 5

Presiding Officer Gardner said the Council should discuss whether an applicant should be appointed at this time in view of the pending May 19 election for a District 5 Councilor.

Councilor Buchanan said the Council could wait until after the May 19 election and appoint the candidate elected to serve before he took office in January 1993. Councilor Devlin said that option would not work if the person elected to represent District 5 was only eligible after reapportionment became effective in January 1993. Councilor Van Bergen said representation for District 5 citizens before the election should be considered. Councilor Buchanan reiterated the election held May 19 would give direction to the Council by voters. The Council briefly discussed the issues further.

Citizens submitted requests for the record, filed with the record of this meeting, that the Council not fill the vacancy at this time but wait until after the election May 19.

Robert Thomas, 2563 Pimlico Drive, West Linn, contacted Council staff by phone and faxed his concerns on the issue: "I urge you not to fill the interim vacancy for the Council seat of District #5 with any one of the candidates that will be running in the election for that office. To do so, I believe, would give that candidate an unfair advantage in the election because many voters would view such a person as already experienced in the position, and therefore more qualified than the others. To be impartial, I believe you should appoint an interim caretaker to that position who will not be running for office."

Linda Williamson, 2060 Ridge Pointe Drive, Lake Oswego, wrote a letter addressed to Councilor Devlin urging the Council to leave the position open if at all possible. She asked that the Council not appoint one of the candidates running for the District 5 Council seat and did not believe enough information had been disseminated to the public on the appointment process. She said

if the Council had to appoint a candidate at this time, it should appoint an interim candidate.

Chuck Geyer, chair, AFSCME Local 3580 PAC, requested the Council leave the seat vacant until the results of the May 19 primary were known, or to select an applicant not participating in the primary to fill the vacancy. He said AFSCME Local 3580 made the request because they believed selection of a candidate at this time could influence the May 19 primary outcome and said their organization was still reviewing candidate qualifications for the position for endorsement.

Motion: Councilor McFarland moved, seconded by Councilor Devlin, to appoint a candidate to fill the vacant District 5 seat at this meeting.

Vote: Councilors Bauer, Devlin, Hansen, McFarland, Van Bergen, Washington, Wyers and Gardner voted aye. Councilor Buchanan voted nay. Councilors Collier and McLain were absent. The vote was 10-1 in favor and the motion passed.

C. Selection of Candidate for the District 5 Position

Presiding Officer Gardner asked for nominations of candidates to fill the District 5 vacancy.

First Nomination: Councilor Buchanan moved, seconded by Councilor Bauer, to nominate Mr. Lazar.

Second Nomination: Councilor Devlin moved, seconded by Councilor Van Bergen, to nominate Mr. Gates.

Third Nomination: Councilor McFarland moved, seconded by Councilor Van Bergen, to nominate Mr. McDonald.

Fourth Nomination: Councilor Gardner moved, seconded by Councilor Buchanan, to nominate Mr. Gronke.

The nominations were closed.

Presiding Officer Gardner explained per Metro Code 2.01.180 provisions, each Councilor should vote for one candidate and sign their ballots. He said a candidate would be elected if he received six or more votes. He said if no one candidate received six votes, a second ballot would be held on the two candidates who received the most votes on the first ballot. He said in the case of a tie for the first or second spots on the first ballot, all candidates in the first and second spots would be on the

second ballot. He said the same procedure would follow for all subsequent ballots.

First Vote: Councilors Gardner, Hansen and Wyers voted for Mr. Gronke. Councilors Bauer, Buchanan and Washington voted for Mr. Lazar. Councilors McFarland and Van Bergen voted for Mr. McDonald. Councilor Devlin voted for Mr. Gates.

Mr. Gronke and Mr. Lazar each received three votes, Mr. McDonald received two votes and Mr. Gates received one vote. Mr. Gronke and Mr. Lazar were then under consideration for the second ballot.

Second Vote: Councilors Devlin, Gardner, Hansen, McFarland and Wyers voted for Mr. Gronke. Councilors Bauer, Buchanan, Van Bergen and Washington voted for Mr. Lazar.

Mr. Gronke received five votes and Mr. Lazar received four votes. Mr. Gronke and Mr. Lazar were under consideration for a third ballot.

Third Vote: Councilors Devlin, Gardner, Hansen, McFarland, Washington and Wyers voted for Mr. Gronke. Councilors Bauer, Buchanan and Van Bergen voted for Mr. Lazar.

Mr. Gronke received six votes and Mr. Lazar received three votes. Presiding Officer Gardner announced that Mr. Gronke had been appointed to the Metro Council to fill the District 5 vacancy.

Presiding Officer Gardner announced Mr. Gronke would take the oath of office and be seated at the start of the April 23 Council meeting.

7. RESOLUTIONS

7.4 Resolution No. 92-1598A, For the Purpose of Finalizing the Westside Lightrail Transit Funding Program

Presiding Officer Gardner announced the Council would consider Agenda Item No. 7.4 at this time because several Councilors had to leave to attend a function held by Multnomah County.

Motion: Councilor Devlin moved, seconded by Councilor Washington, for adoption of Resolution No. 92-1598A.

Councilor Devlin gave the Transportation & Planning Committee's report and recommendations. He explained the funding addressed

in Resolution No. 92-1598A should not be confused with the full funding agreement for westside light rail, but said passage of the resolution would move the process forward toward securing federal funding for westside lightrail. He said the resolution also made it possible to access the next available corridor for lightrail 1-2 years earlier than anticipated.

Councilor Devlin explained funding particulars in further detail. He said funding particulars were complex. He said the Intermodal Surface Transportation Efficiency Act of 1991 obligated approximately \$500 million for lightrail westside to 185th Avenue and \$15 million for Hillsboro. He said approximately 85 percent of funding committed for lightrail was already committed to specific projects including Westside light rail which meant not a great deal of additional funding was left. He said the resolution would provide one third Federal Transit Administration (FTA) Section 3 funding for the segment 185th Avenue to downtown Hillsboro and 75 percent FTA Section 3 funding for the segment from downtown Portland to 185th Avenue and explained other funding details.

Councilor Devlin discussed the Joint Policy Advisory Committee on Transportation's (JPACT) discussion of the resolution the date of this meeting. He said an issue of interest was \$13.5 million in FTA Section 3 funds for double tracking for eastside and noted Tom Walsh, Tri-Met's general manager, testified at JPACT this date Tri-Met's committee to Project "Break-even" and that if change was intended for that project, Tri-Met would return to JPACT and the Council with a resolution seeking approval of that change.

Councilor Buchanan stated unease about the resolution because it involved the complex transfer of large amounts of federal funds. He said such fund transfers affected transit issues/funding for East County.

Councilor Van Bergen noted his previously stated support for the Sunset Corridor. He hoped other parties involved remembered the support they had promised as well. He said the double track was a separate issue, but said the \$22 million in question were regional funds in nature. He said all parties involved in transportation planning and projects should recall commitments made in the past.

Vote: Councilors Bauer, Buchanan, Devlin, Hansen, Van Bergen, Washington and Gardner voted aye. Councilors Collier, McFarland, McLain and Wyers were absent. The vote was unanimous and Resolution No. 92-1598A was adopted.

1. CONSIDERATION OF A CANDIDATE FOR VACANT DISTRICT 5 COUNCIL POSITION (Continued)

D. Resolution No. 92-1604, For the Purpose of Appointing a Candidate to Fill the Vacant District 5 Position

Motion to Suspend: Councilor Buchanan moved, seconded by Councilor Bauer, to suspend the Council's rules requiring that resolutions be referred by committee so that the Council as a whole could consider Resolution No. 92-1604.

Vote on Motion to Suspend: Councilors Bauer, Buchanan, Devlin, Hansen, Van Bergen, Washington and Gardner voted aye. Councilors Collier, McFarland, McLain and Wyers were absent. The vote to suspend the rules was unanimous and the motion passed.

Main Motion: Councilor Buchanan moved, seconded by Councilor Bauer, to adopt Resolution No. 92-1604.

Councilor Van Bergen said all four of the applicants considered for the vacancy were excellent and said Mr. Gronke would make an excellent addition to the Council. Presiding Officer Gardner and Councilors Devlin and Hansen concurred with Councilor Van Bergen.

Vote on Main Motion: Councilors Bauer, Buchanan, Devlin, Hansen, Van Bergen, Washington and Gardner voted aye. Councilors Collier, McFarland, McLain and Wyers were absent. The vote was unanimous and Resolution No. 92-1604 was adopted.

Presiding Officer Gardner recessed the Council at 7:28 p.m. The Council reconvened at 7:40 p.m.

2. INTRODUCTIONS

None.

3. CITIZEN COMMUNICATIONS TO THE COUNCIL ON NON-AGENDA ITEMS

None.

4. EXECUTIVE OFFICER COMMUNICATIONS

None.

5. CONSENT AGENDA

5.1 Minutes of February 13, 1992

5.2 Resolution No. 92-1591, For the Purpose of Authorizing the Issuance of the RFP for the Oregon Convention Center Parking Requirements Survey and Report

5.3 Resolution No. 92-1602, For the Purpose of Making Citizen Appointments to the Transportation Policy Alternatives Committee

Motion: Councilor Devlin moved, seconded by Councilor Van Bergen, for adoption of the Consent Agenda.

Vote: Councilors Bauer, Devlin, Hansen, Van Bergen, Washington and Gardner voted aye. Councilors Buchanan, Collier, McFarland, McLain and Wyers were absent. The vote was unanimous and the Consent Agenda was adopted.

6. ORDINANCES, FIRST READINGS

6.1 Ordinance No. 92-452, An Ordinance Amending Ordinance No. 91-390A Revising the FY 1991-92 Budget and Appropriations Schedule For the Purpose of Transferring Appropriations Within the Zoo Operating Fund

The Clerk read the ordinance for a first time by title only.

Presiding Officer Gardner announced Ordinance No. 92-452 had been referred to the Regional Facilities and Finance Committees for consideration.

6.2 Ordinance No. 92-445, An Ordinance Amending Ordinance No. 91-390A Revising the FY 1991-92 Budget and Appropriations Schedule for the Purpose of Funding the 3.25 Percent Cost of Living Adjustment

The Clerk read the ordinance for a first time by title only.

Presiding Officer Gardner announced Ordinance No. 92-455 had been referred to the Finance Committee for consideration.

7. RESOLUTIONS (Continued)

7.1 Resolution No. 92-1590A, Establishing a Funding Task Force for Regional Facilities and Programs

Motion: Councilor Washington moved, seconded by Councilor Hansen, for adoption of Resolution No. 92-1590B.

Councilor Washington gave the Regional Facilities Committee's report and recommendations.

Councilor Van Bergen asked what the charge of the task force would be as well as the charge of the task force listed under Resolution No. 92-1589A.

Pam Erickson, Project Manager, Regional Facilities Department, explained the charge of the Funding Task Force was to bring together the recommendations of the Arts Plan 2000+ report and the recommendations of the final report of the Public Policy Advisory Committee on Regional Facilities, more specifically, the recommendations of the Finance Subcommittee to that committee. She said this task force would identify a strategy for raising funds to support both facilities and programs and attempt to determine regional consensus on that funding strategy.

Councilor Van Bergen said the charge of the task force should be made clear so that the Council knew exactly what the task force was doing. Ms. Erickson said Regional Facilities Department staff could report regularly to the Council and/or the Regional Facilities Committee on task force activities.

The Council briefly discussed the resolution further. Councilor Washington noted Exhibit B was revised from the exhibit reviewed by Regional Facilities Committee which led to the resolution's "B" designation. Councilor Bauer noted a District 2 constituent had contacted him about serving on the task force. Ms. Erickson said that person could apply should there be a vacancy and said there were other opportunities to participate via subcommittee activity. Councilor Washington noted he and Councilor DeJardin had both expressed concern about task force diversity and that he would serve on the task force.

Presiding Gardner concurred with Councilor Van Bergen's concerns, particularly his concern the task force would make decisions and commitments without the Council's knowledge or permission. Councilor Devlin said it was difficult for individual Councilors to keep the full Council informed on all the issues, and said reports of each task force meeting should be distributed to the Council regularly.

Casey Short, Council Analyst, noted the resolution became a "B" version solely because of the list of names in Exhibit B. He said the original Exhibit B had many blank spots, that staff provided more names at Committee, and that staff had since filled more spots since the Regional Facilities Committee reviewed the exhibit. He said there were still three vacant spots and said staff would introduce a new resolution to fill those slots.

Councilor Van Bergen asked if the task force would have any budget impact. Ms. Erickson said it would not.

Vote: Councilors Bauer, Devlin, Hansen, Van Bergen, Washington and Gardner voted aye. Councilors Buchanan, Collier, McFarland, McLain and Wyers were absent. The vote was unanimous and Resolution No. 92-1590B was adopted.

7.4 Resolution No. 92-1598A, For the Purpose of Finalizing the Westside Lightrail Transit Funding Program (Continued)

Presiding Officer Gardner noted a citizen wished to testify on Resolution No. 92-1598A and opened a public hearing.

Clay Moorhead, community development director, City of Gresham, said he was speaking for the Gresham City Council on the resolution, specifically on No. 10 in staff's report, "13.5 million FTA Section 3 funds for Eastside costs required to through route trains with the Westside." He said the City of Gresham approved that funding, but noted JPACT discussion this date which clarified that the \$13.5 million as listed was not the same \$13.5 million supported via the Act of Congress connected to the "Break-even" project proposed for development in the City of Gresham. He noted Councilors Devlin and Gardner were at the JPACT meeting and asked for concurrence on the funding for the record.

Presiding Officer Gardner concurred with Mr. Moorhead's testimony and said it was made part of the record when the Council discussed the resolution earlier at this meeting. He said the "Break-even" project was still viable and that Tom Walsh, General Manager, Tri-Met, said Tri-Met would continue to work on "Break-even" and funding of that project. Presiding Officer Gardner noted Councilor Devlin that quoted the commitment by Tri-Met's general manager at JPACT this date that any change in Tri-Met's pursuit of the "Break-even" project would come back to JPACT and the Council for separate action and decision.

7.2 Resolution No. 92-1589A, For the Purpose of Establishing a Metropolitan Sports Authority Task Force

Motion: Councilor Van Bergen moved, seconded by Councilor Devlin, for adoption of Resolution No. 92-1589A.

Mr. Short reviewed the Regional Facilities report and recommendations. He said the resolution followed consideration of Ordinance No. 91-443, For the Purpose of Establishing a Metropolitan Sports Authority, by the Regional Facilities Committee in January. He said that ordinance would have established a metropolitan sports authority in the Metro Code. He said the Regional Facilities Committee tabled the ordinance pending review of the FY 1992-93 Budget. He said Regional Facilities Department staff developed this resolution to establish a task force to meet between now and the end of the fiscal year to produce a report and recommendations for the full Council and to members of the private sector to determine what the make-up of such a sports authority should be in the long term. He said the intent of that long-term sports authority was to be a private, non-profit organization without direct ties to any governmental agency to be funded by private donations and other private revenues. He said the task force would require no appreciable staff time in the coming fiscal year and would create no budget impact on Metro in the next fiscal year.

Councilor Washington asked how the task force would differ from the Metropolitan Exposition-Recreation Commission (MERC) and noted the resolution stated the task force's purpose "would be to develop the developments of a sports promotional entity which will probably be a private, non-profit body" and asked why the latter would be needed.

Ms. Erickson said this resolution resulted from a recommendation by the Public Policy Advisory Committee, specifically from its Stadium Subcommittee. She said various groups had formed and dissolved including committees to discuss the Winter Olympics and a domed stadium. She said such efforts required long-range planning efforts to be successful. She said the Stadium Subcommittee believed some type of permanent body was needed to attract major sporting events to the region. She said the concept was that Metro would create such a task force. She said there were economic, participatory, sports and entertainment benefits in attracting international sporting events to the region, but said doing so took effort. She said such events were private events, but said a centralized body was needed to coordinate such events overall. She said such events would benefit regional recreational facilities.

Vote: Councilors Bauer, Devlin, Hansen, Van Bergen, Washington and Wyers voted aye. Councilors Buchanan, Collier, McFarland, McLain and Wyers were absent. The vote was unanimous and Resolution No. 92-1589A was adopted.

Presiding Officer recessed the Council of the Metropolitan Service District and convened the Contract Review Board of the Metropolitan Service District to consider Agenda Item No. 7.3.

7.3 Resolution No. 92-1600, For the Purpose of Authorizing the Executive Officer to Approve an Amendment to the Agreement with Marx/Knoll, DeNight and Dodge to Produce Two Hazardous Waste Handbooks in Cooperation with the Oregon Department of Environmental Quality

Motion: Councilor Hansen moved, seconded by Councilor Devlin, for adoption of Resolution No. 92-1600.

Councilor Hansen gave the Solid Waste Committee's report and recommendations. She explained that Metro agreed to let the Department of Environmental Quality (DEQ) develop two hazardous waste handbooks. She said some of the work had been undertaken and Metro had already paid DEQ. She said the resolution would approve the intergovernmental agreement with DEQ to allow them to reimburse Metro for the cost of the work in the amount of \$30,277.

Vote: Councilors Bauer, Devlin, Hansen, Van Bergen, Washington and Gardner voted aye. Councilors Buchanan, Collier, McFarland, McLain and Wyers were absent. The vote was unanimous and Resolution No. 92-1600 was adopted.

Presiding Officer Gardner adjourned the Contract Review Board and reconvened the Council of the Metropolitan Service District.

7.5 Resolution No. 92-1595, For the Purpose of Supporting the 1992 Nomination of the Columbia River to the National Estuary Program

Motion: Councilor Bauer moved, seconded by Councilor Hansen, for adoption of Resolution No. 92-1595.

Councilor Bauer gave the Transportation & Planning Committee's report and recommendations. He explained the Committee agreed Metro should recommend to the governors of Oregon and Washington that the Lower Columbia River be nominated for the National Estuary Program to achieve eligibility for federal funds for planning and environmental investigation. He said such planning

would lead to long-range preservation for the Estuary. He said since the March 24 Transportation & Planning Committee meeting, both governors had withdrawn the Columbia River's nomination for the program. He said the Council should declare its support of the designation. He said the concerns expressed publicly by the respective governors in the past were not valid. He said in light of the effects of Ballot Measure No. 5, available federal funds should be applied for. He said the Bi-State Policy Advisory Committee reviewed this resolution and that their vote was one short of a unanimous vote.

Councilor Devlin reviewed the nomination's past history. He said the first time Metro passed such a resolution, both Governors Gardner and Goldschmidt opposed the designation. He said in this case, Governor Roberts supported the nomination and Governor Gardner did not. Councilor Devlin said Governor Gardner's successor might support the nomination in the future. Presiding Officer Gardner said it was important Metro be on record as supporting the nomination. He said the Environmental Protection Agency could allow additional nominations in two years.

Councilor Van Bergen said he would vote nay because both governors did not wish to pursue the nomination at this time.

Vote: Councilors Bauer, Devlin, Hansen, Washington and Gardner voted aye. Councilor Van Bergen voted nay. Councilors Buchanan, Collier, McFarland, McLain and Wyers were absent. The vote was 5-1 in favor and Resolution No. 92-1595 was adopted.

8. COUNCILOR COMMUNICATIONS AND COMMITTEE REPORTS

Presiding Officer Gardner discussed the RFP for Financial Impact Study on the Tri-Met/Metro Merger recently reviewed by the Governmental Affairs Committee. He said Executive Officer Cusma sent a memorandum dated April 6 to the Council asking it to clarify its intent regarding the RFP. He said the Council should determine what issues the RFP would address. He said he would refer the RFP back to the Governmental Affairs Committee for further comment and clarification. He noted Council discussion of the issues had caused concern among other entities. He said because of how the RFP was currently structured, those concerns were valid. He said when Metro suspended its decision-making process on a merger with Tri-Met, Metro stated it would not pursue the merger until the full-funding agreement was in place for Westside light rail. He said at that time, the Council expected the full-funding agreement to be in place by September 1991. He said the full-funding agreement had still not been signed. He said Metro committed to Tri-Met, other governments in the region and to the congressional delegation not to pursue the

merger until the full-funding agreement was completed, but said it was acceptable to gather information on very specific questions/issues that Metro would need at the time it might resume study of a merger. He said if the RFP was rewritten to be more specific, he could support it. He said he wanted the Governmental Affairs Committee to review those and other issues.

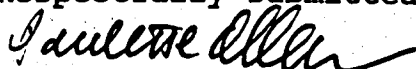
Councilor Hansen discussed the RFP and Charter Committee issues. She disagreed with certain opinions expressed by the Charter Committee. She did not believe Charter Committee discussion was germane to the issues it had been charged with to discuss. Councilor Devlin said the Charter Committee's current draft document had placed a number of restrictions of Metro's ability to merge with Tri-Met and specified if the merger occurred, Metro had to retain the existing Tri-Met board. He asked if the Governmental Affairs would make a recommendation to the full Council on the RFP. Presiding Officer Gardner said he wanted the Governmental Affairs Committee to address the issues raised by Executive Officer Cusma in her memorandum. He said a recommendation could result in a resolution or other format, but in any case, to communicate that the Council intended to proceed with the study and what issues the study should address. He said the current RFP should be rewritten to narrow its focus to certain financial information that would be needed in any case. Presiding Officer Gardner briefly discussed Charter Committee language on Tri-Met language.

Councilor Van Bergen discussed timing issues. Councilor Bauer asked when the charter document would be completed. Don Carlson, Council Administrator, said the document had to be completed by June, that public hearings would then be held, and the document would then be submitted to the State Elections Office. The Council briefly discussed Charter Committee issues further. Councilor Bauer asked General Counsel Dan Cooper if the Council could amend the charter document if so desired. Mr. Cooper said that was unclear.

Mr. Carlson announced the Budget Committee meeting originally scheduled for 5:30 p.m., Monday, April 13, had been canceled and that a 5:30 p.m., Monday, April 20, meeting had been added to the Budget Committee schedule. He said the originally scheduled 5:30, Wednesday, April 23, meeting would be held in reserve for a follow-up meeting if needed.

There being no further business, Presiding Officer Gardner adjourned the meeting at 8:22 p.m.

Respectfully submitted,



Paulette Allen
Clerk of the Council

Meeting Date: May 14, 1992
Agenda Item No. 4.2

RESOLUTION NO. 92-1606

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 92-1606, FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY TO PROVIDE LITTER COLLECTION SERVICES

Date: May 6, 1992

Presented by:

Committee Recommendation: At the May 5 meeting, the Committee voted 4-0 to recommend Council adoption of Resolution No. 92-1606. Voting in favor: Councilors Buchanan, Hansen, Van Bergen and Wyers.

Committee Issues/Discussion: Sam Chandler, Facilities Manager, explained that the purpose of the resolution was the adoption of an intergovernmental agreement with Clackamas County to continue the litter collection services provided by the county in specified areas near the Metro South Station. Chandler noted that the agreement is for a two-year period and that the total maximum cost of \$59,600. The total amount of the existing agreement is \$56,000. Under the agreement, the county will agree to pick up litter along the specified roadways about once every seven days. The area to be served will not change under the new agreement.

Councilor Van Bergen asked if Metro was positively identified with the litter collection effort. Chandler indicated that it was not. Van Bergen asked if Metro's name or logo could be placed on the collection bags. Chandler indicated that he thought it was a good idea and that he would work with the County to obtain some recognition for Metro. He noted that Metro's willingness to fund the litter collection program has helped improve Metro's working relationship with Oregon City in dealing with issues associated with the operation of Metro South.

Van Bergen asked if it was possible to identify whether the litter that is collected is material that is destined for the transfer station. Chandler noted that such a determination would be difficult, but that he check to see if such an analysis could be made.

Councilor Wyers asked if there has been a decline in the amount of litter as a result of Metro's covered load policy. Chandler indicated that the quantity of material had remained about the same, though there are fewer large items and more tires in the mix of material. Wyers asked if there is a continuing need for the litter patrols and Chandler responded that there definitely is such a need.

**BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT**

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 92-1606
AN INTERGOVERNMENTAL)	
AGREEMENT WITH CLACKAMAS	)	Introduced by Rena Cusma,
COUNTY TO PROVIDE LITTER	)	Executive Officer
COLLECTION SERVICES)	

WHEREAS, The Metropolitan Service District entered into an intergovernmental agreement on September 27, 1990 with the Clackamas County Department of Transportation and Development to provide litter collection services in the area of the Metro South Transfer Station; and

WHEREAS, The intergovernmental agreement for litter collection services expires on June 30, 1992; and

WHEREAS, a new intergovernmental agreement has been negotiated between Metro and Clackamas County; and

WHEREAS, The Executive Officer has reviewed the intergovernmental agreement with Clackamas County to provide litter collection services and hereby forwards the Agreement to the Council for approval; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District, pursuant to Metro Code Section 2.04.033(a)(1), authorizes the Executive Officer to enter into an intergovernmental agreement with the Clackamas County Department of Transportation and Development (Exhibit A) to provide litter collection services.

ADOPTED by the Council of the Metropolitan Service District this _____ day
of _____, 1992.

Jim Gardner, Presiding Officer

Exhibit A
INTERGOVERNMENTAL AGREEMENT

This Contract is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation whose address is 2000 SW First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "Metro," and the CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, whose address is 902 Abernethy Road, Oregon City, Oregon 97045, hereinafter referred to as "County," for the period commencing July 1, 1992, through and including June 30, 1994.

WHEREAS, Metro has a need for services and the County can provide these services;

IT IS MUTUALLY AGREED AS FOLLOWS:

THE COUNTY AGREES:

1. To provide the services as outlined under the Scope of Work attached hereto as Attachment A; and
2. To provide all the labor, equipment and materials necessary to perform the services in a competent manner; and
3. To assume full responsibility for all liability for bodily injury or physical damage to person or property arising out of the performance of the work under this Contract, and to indemnify and hold harmless Metro, its agents and employees, from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of the performance of the work under this Contract, to the extent permitted by the Oregon Tort Claims Act and Article XI Section 10 of the Oregon Constitution.

METRO AGREES:

1. To compensate the County for services performed and materials supplied as set forth in Attachment A to a maximum of \$59,600.00; and
2. To make such compensation payments on a monthly basis within thirty (30) days of receipt of the County's invoice; and
3. To provide full information regarding its requirements for services to be provided and to notify the County of any changes in the overall Scope of Work.

BOTH PARTIES AGREE:

1. That this Contract may be terminated by either party upon at least thirty (30) days written notice to the other; and
2. That in the event of termination, Metro shall pay the County for services performed prior to the date of termination; and
3. That changes in the overall Scope of Work will be mutually agreed upon by both parties before implementation; and

4. That this Contract may be amended only by the written consent of both parties.

THEREFORE, This Contract has been executed as of the date first above written.

CLACKAMAS COUNTY DEPARTMENT
OF TRANSPORTATION AND DEVELOPMENT,
BY AND THROUGH THE BOARD OF
COUNTY COMMISSIONERS

METROPOLITAN SERVICE DISTRICT

Chair

BY: _____

Commissioner

Title

Commissioner

Date

Date

APPROVED:

Executive Director,
Department of Transportation and Development

APPROVED AS TO FORM:

County Counsel

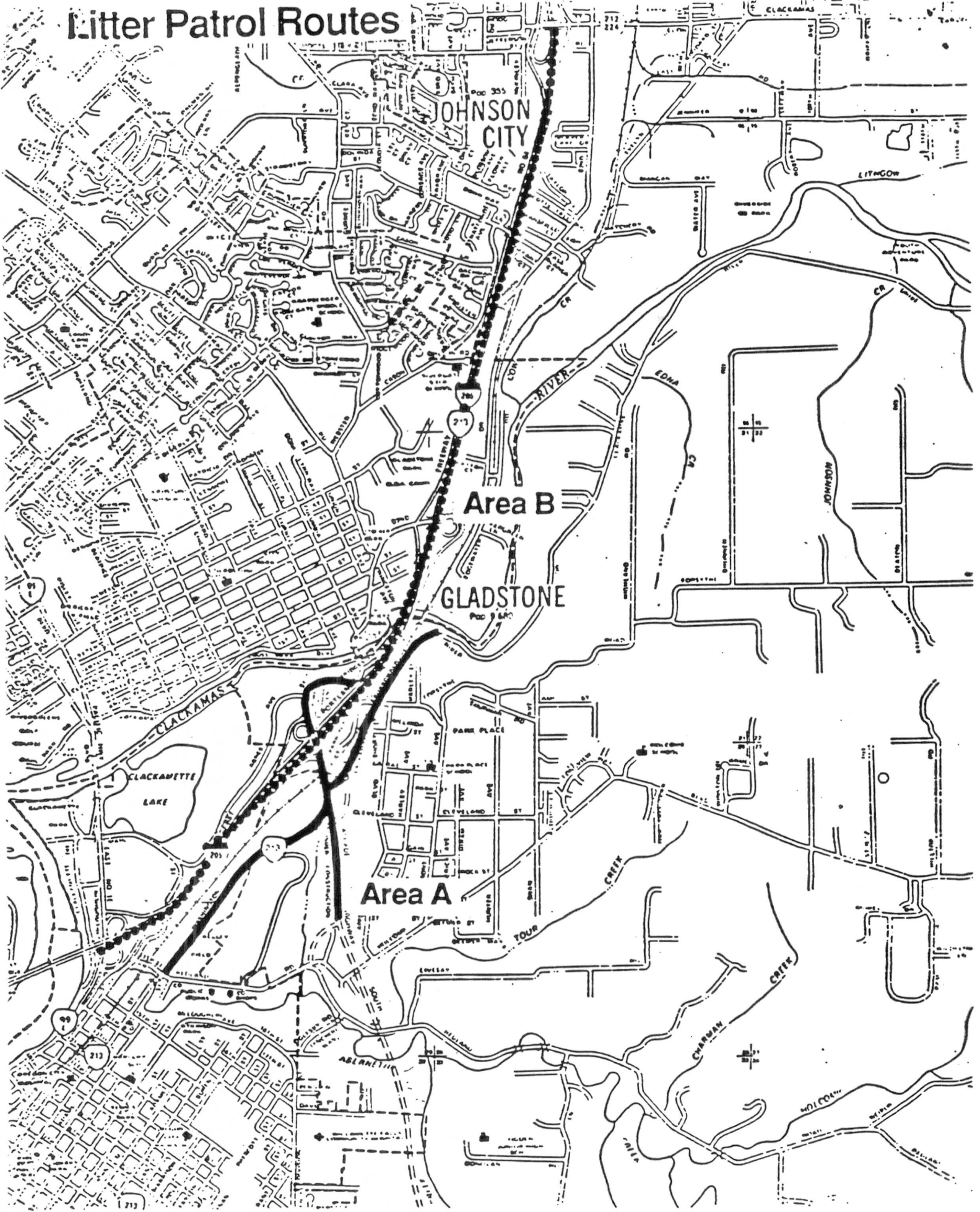
Metro General Counsel

RB:gbc
contract\litter92.txt

Attachment A
SCOPE OF WORK

1. County shall collect litter from roadsides along: 3.5 miles of I-205 from the Oregon City exit north to the Clackamas exit; 1 mile of Washington Street from the Abernethy Road intersection north to Agnes Street intersection on the north side of I-205; and .5 mile of Clackamas River Drive from its intersection with Washington Street north to a point one-half mile distant. Both sides of Oregon City Bypass for a distance of 1 mile from the intersection of Washington Street and Oregon City Bypass. See attached description/map.
2. County shall collect litter approximately once every seven (7) days on a date agreed to by both parties in advance. Saturdays shall be the preferred day of the week.
3. County shall fill litter bags and place them along the roadside. Filled bag collection will be provided by Metro. Metro will reimburse the County for the cost of litter bags utilized for this contract.
4. Workers shall be courteous to the public, not obstruct traffic, and shall in all ways conduct themselves in a manner properly representative of Metro and the County.
5. County shall supply all labor and supervision. Approximately four to six workers shall be provided per crew. Two crews should be used when possible.
6. County shall be paid \$4.75 per man-hour for litter collection services, and \$11.00 per hour for each of two supervisors when the collection crews are working. Beginning July 1, 1993, the hourly rate for crew supervisors shall increase to \$12.00 per hour for each of two supervisors.
7. Beginning July 1, 1992, and for the term of this agreement, County shall be paid for 1.5 hours per week at \$40.00 per hour for program administration, not to exceed \$3,120.00 per year.
8. County shall be reimbursed for work crew vehicle rental costs at \$50.00 per work day not to exceed \$2,600.00 per year.
9. County shall be reimbursed for annual liability insurance costs for work crews not to exceed the premium cost of the policy.
10. County shall be reimbursed for the purchase of new highway work identification signs as required by the State Highway Division for the performance of the terms of this Contract not to exceed their purchase price.
11. All visible, unconcealed litter objects, greater than approximately one square inch in size shall be collected. Bulky items may be separately set along the roadside. Items of excess unmanageable weight shall not be handled. Supervisors shall see that the workers perform according to the stipulations and use extreme caution at all times.
12. County will provide special cleanup crews, when available, for major cleanup efforts on public lands required after storms, high winds or other such occurrences.
13. The entire collection area (Areas A and B attached) shall be picked up at least once every two weeks.

Litter Patrol Routes



STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 92-1606 FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY TO PROVIDE LITTER COLLECTION SERVICES

Date: April 13, 1991

Presented By: Sam Chandler
Ray Barker

PROPOSED ACTION

Adopt Resolution No. 92-1606 approving an Intergovernmental Agreement with the Clackamas County Department of Transportation and Development to provide litter collection services in the area of the Metro South Transfer Station. This Resolution is before Council because the proposed Intergovernmental Agreement is for a two-year period, and requires Council approval per Metro Code Section 2.04.033(a)(1).

FACTUAL BACKGROUND AND ANALYSIS

The Metropolitan Service District ("Metro") entered into an Intergovernmental Agreement on September 27, 1990 with the Clackamas County Department of Transportation and Development to collect litter from roadsides in the area of the Metro South Transfer Station. The agreement was for a two-year period and expires on June 30, 1992.

A new Intergovernmental Agreement has been negotiated with Clackamas County to collect litter from roadsides along: 3.5 miles of I-205 from the Oregon City exit north to the Clackamas exit; 1 mile of Washington Street from the Abernethy Road intersection north to the Agnes Street intersection on the north side of I-205; Clackamas River Drive from its intersection with Washington Street north to a point one-half mile distant; and the Oregon City bypass for a distance of 1 mile in both directions from the intersection of Washington Street and the Oregon City bypass.

The proposed scope of work is the same as in the previous agreement with Clackamas County, except for the addition of program administrative costs to be charged by the County. Administrative costs shall be \$40/hour for 1.5 hours per week. Under the agreement, the County collects litter approximately once every seven days, with two crews of four-to-six workers per crew.

The total amount of the existing contract is \$56,000.

BUDGET IMPACT

The proposed new contract shall not exceed \$59,600 for the period of July 1, 1992 through June 30, 1994. The proposed budget for fiscal year 1992-93 provides \$31,000 for litter collection for the Metro South Station area.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 92-1606.

Meeting Date: May 14, 1992
Agenda Item No. 5.1

ORDINANCE NO. 92-453

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 92-453, FOR THE PURPOSE OF GRANTING A FRANCHISE TO PEMCO, INC. FOR PROCESSING PETROLEUM CONTAMINATED SOIL

Date: May 5, 1992

Presented By: Bob Martin
Roosevelt Carter
Phil North

FACTUAL BACKGROUND AND ANALYSIS

PEMCO, Inc. has applied for a Metro franchise to operate a facility that will process and treat soils contaminated by hydrocarbons. The primary source of materials will be from leaking underground storage tanks containing gasoline or oil. No materials classified as hazardous by federal regulations will be permitted into the facility.

The location of the present processing site is T1N, R3E, Section 30, NE 181st, 1 mile south of I-84 in the City of Gresham.

This proposed franchise differs from the RMAC International, Inc. and Oregon Hydrocarbons, Inc. franchises in that the facility will operate in a "semi-mobile" mode. The proposed franchise holder operates a portable thermal desorption unit. However, its mode of operation is to set up on a fixed site and bring soils from only client. The applicant is presently set up on a site owned by BP Oil Co. in the City of Gresham, and BP Oil possesses land use approval from the City of Gresham. BP also possesses an Oregon DEQ letter of authorization # 254 for treatment of soils by thermal desorption method on the site with authority to use the cleaned materials as clean fill on site. See description of PEMCO Mobil Soil Remediation Unit (Attachment 1). The original DEQ authorization expired on December 31, 1991, but DEQ has orally extended the authorization through June 30, 1992. Conditions of DEQ approval are contained in the letter (Attachment 2).

The unique aspect of this franchise request is that the applicant desires to move the operation to a different, "semi-permanent" site from time to time. Any site change would require Metro's approval as to the new location. In essence, the franchise will follow the operation and will be operative so long as DEQ, local land use conditions and Metro requirements are met.

The applicant is expected to process approximately 6,000 tons of soil at the current site. The anticipated service area is the greater Portland metropolitan area and surrounding region. The facility would not exclude materials that originate outside of the Metropolitan Service District, but will service only BP oil from the initial site.

Under the Metro Code , the facility would be exempt from the requirement of collecting and remitting a user fee. Also, the applicant has requested a variance from Metro rate-setting. This request is based on the nature of the facility, the need to respond rapidly to marketplace requirements and the contributions being made to Metro objective of minimizing or eliminating petroleum contaminated soils from landfills.

The Council may grant a variance in the interest of protecting the public health and welfare if the purpose and intent of the requirement (e.g., setting rates) can be achieved without strict compliance and that strict compliance:

"(1) Is inappropriate because of conditions beyond the control of the person(s) requesting the variance;, or

(2) Will be extremely burdensome or highly impractical due to special physical conditions or causes; or

(3) Would result in substantial curtailment or closing down of a business plant, or operation which furthers the objectives of the District."

Staff opinion is that the applicant's variance request is consistent with the spirit, intent and variance criteria (2) and (3) requirements. Staff recommendation is that the following findings be incorporated into the franchise if approved by the Council:

- A. Strict compliance with Metro Code provisions regarding rate-setting (Section 5.01.180) is not necessary to protect the public interest, health or welfare with respect to processors of petroleum contaminated soils.
- B. That the applicant (franchise) is performing a processing and recycling function by eliminating contaminants from soil.
- C. Soils treatment and processing facilities will be operating in a highly competitive marketplace which will require the need for rapid response to market needs.
- D. Metro does not collect user fees from processors of petroleum contaminated soils because of Metro policy to promote the processing and treatment of contaminated soil.
- E. That the objectives of the District in encouraging treatment and processing of petroleum contaminated soil at a reasonable cost to the public can be met without regulation of the applicant's rate.
- F. That regulation of rates at the applicant's facility can result in curtailment or closing down of the franchised facility to the detriment of the District's objectives to reduce or eliminate petroleum contaminated soils from landfills and to process and recycle contaminated soils.

Petroleum contaminated soil has been identified as a significant environmental and disposal problem in the District. At the present time, there are two franchised processors of these materials, but Metro has received franchise applications from four potential processors. Additional franchise applications are also expected.

The high level of interest and number of potential processors assure a competitive marketplace, and an adequate processing capacity to meet District needs. Furthermore, the substantial capital investment and required permits to commence petroleum contaminated soil processing provides assurance of the commitment of processors to remain in the marketplace.

Criteria for Approval of Franchise

Final approval of the franchise requires in summary that the Franchisee supply:

1. Proof that the applicant can and will be covered during the term of the franchise by a surety bond.
2. Proof that the applicant can obtain liability insurance, including automotive coverage.
3. If the applicant is not an individual, a list of all stockholders holding more than five percent of the stock .
4. A duplicate copy of all applications necessary for DEQ permits or other information required by DEQ.
5. Consent of the owner of the property.
6. Proof of proper land use approval.
7. Such other information as the Executive Officer deems appropriate.

With respect to bonding, the Executive Officer recommends a minimum \$25,000 bond or equivalent. The size of the recommended bond is based upon the following factors:

- a. In the event of service failure, there are or will be at least three alternative soil processors in the region, without considering the availability of landfill disposal.
- b. Nearby land uses are industrial and the material handled at the facility will include only non-hazardous petroleum contaminated soil.

Applicant has satisfied or will satisfy the balance of approval criteria prior to issuance of the franchise agreement.

QUALIFICATIONS OF APPLICANT AND COMPLIANCE WITH THE CODE

PEMCO has been a petro/chemical contractor in the Northwest since 1979, involved in remedial activities. Over the past three years, PEMCO has included soil remediation on its list of services.

The facility will be in compliance with the Regional Solid Waste Management Plan (RSWMP). Contaminated soil is classified as a "special waste" and the RSWMP calls for solutions to special waste management be developed as a component of the RSWMP. Ordinance No. 91-422B adopted by Council as an amendment to the Metro Code pertaining to contaminated soils treatment was part of the process of encouraging alternative strategies for petroleum contaminated soil.

With respect to the need for the facility, the present facility is one of the first four facilities to be considered for a Metro franchise to process contaminated soil. At the present time, it is not recommended that restrictions be placed on entry into the petroleum contaminated soil processing business provided that applicants can satisfy DEQ and other regulatory requirements, and further provided that Metro is otherwise satisfied with the applicant's qualifications. Currently, demand for processing can only be estimated. Market demand should be a sufficient regulator of economic entry and departure from the soils processing business. In the interim, undue limitations upon entry into the processing market are not recommended. Furthermore, no geographic operations limitations on soil processors is recommended at this time.

In order for this ordinance to take effect immediately upon passage, an emergency clause has been added to the Ordinance.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 92-453.

PN:gbc
sta.0505.rpt

PEMCO MOBILE SOIL REMEDIATION UNIT (MSRU)

General Description:

The PEMCO Soil Remediation System is a thoroughly transportable decontamination plant permitted to treat soils tainted by petroleum products. The machine will be operated by PEMCO of Portland, Oregon at various sites around the western United States.

The MSRU (Mobile Soil Remediation Unit) is mounted on a single trailer for portability, requires an area of approximately 100' by 50', and is capable of processing up to 25 tons per hour of contaminated soil. Once on site, the MSRU requires approximately 6 hours to set up for operation; six hours is also required to breakdown for demobilization upon completion of the job. The system consists of two parts: the thermal treatment unit and a feed unit. The feed unit provides quality control by screening out erroneous debris such as plastic and large rocks and by dicing clay into small pieces. Accurate documentation of production is provided by the calibrated scales mounted onto the final feed belt. This diced, screened soil is transferred by conveyor into a diesel-fired, cylindrical rotary kiln. The soil migrates through the kiln, reaching approximately 600° F to finally be discharged in an auger system. Water is added within the auger to control fugitive dust emissions, to cool the soil and to produce a product which can be compacted.

The control of particulate matter is accomplished by a baghouse fabric filter system. The baghouse is cleaned by an air pulse method and is designed to reduce the particulate matter concentration in the discharge gas stream to below 0.04 grains per dry standard cubic foot. The particulate cleaned from the bags is discharged from the unit via the main soil discharge. The baghouse is regularly tested for integrity by "dusting" with fine fluorescent powders and inspection with ultraviolet light.

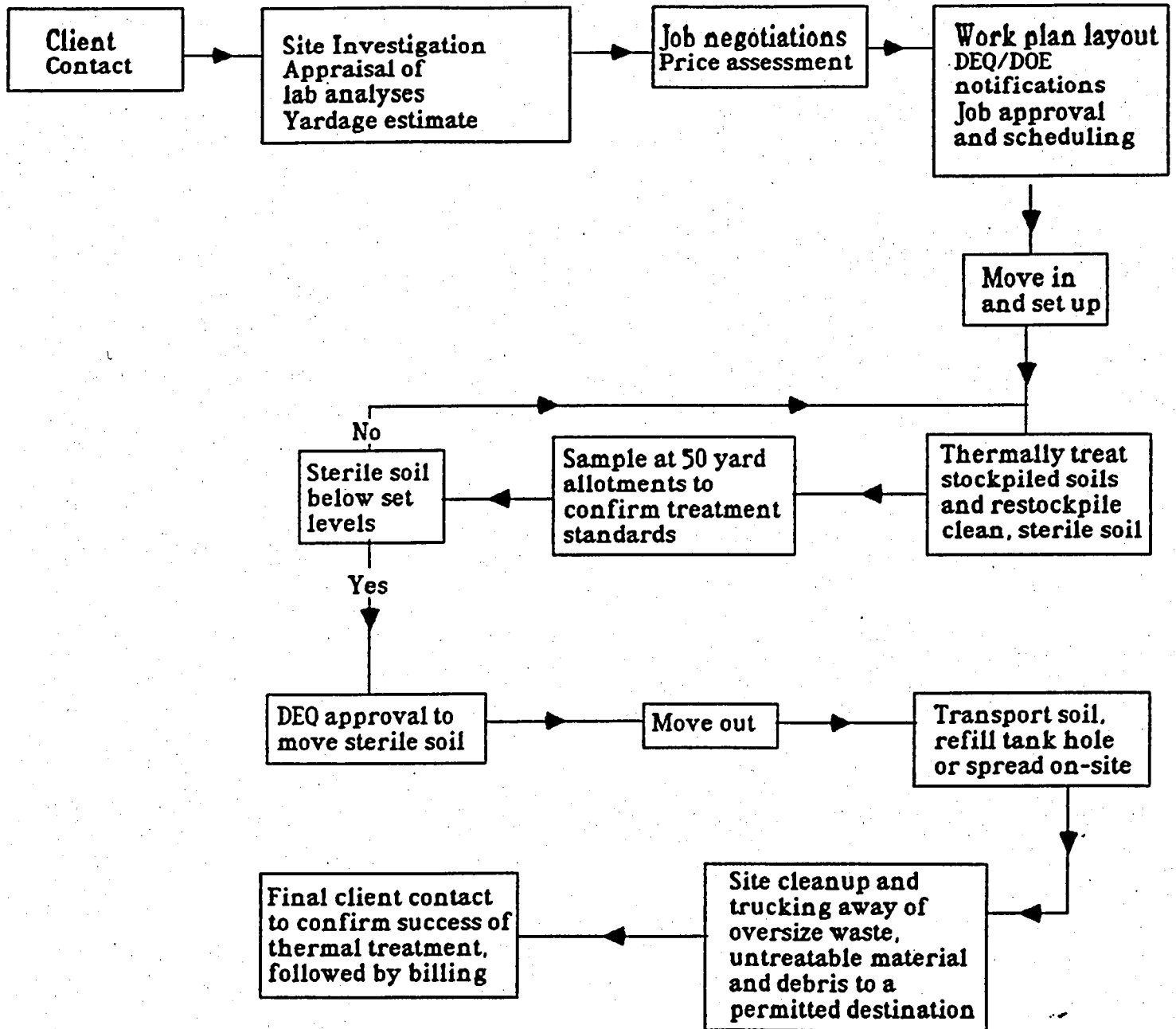
After leaving the baghouse, the gas stream enters a diesel-fired, high efficiency afterburner for the destruction of the hydrocarbons that have been stripped from the contaminated soil. The residence time in the afterburner, based on a nominal operating temperature of 1400° F, is 0.5-0.6 seconds. The afterburner is designed to provide adequate temperature, turbulence and retention time to assure a VOC destruction efficiency in the range of 96 percent.

The MSRU also contains a diesel-powered electric power plant which provides all of the electrical and hydraulic power needed by the unit. The entire process is controlled with a complex system of computer-regulated controls which assure:

- 1) The primary burner will shut down if the afterburner fails,
- 2) Continuing balance of the afterburner even after the loss of the primary burner (to assure VOC destruction),
- 3) Both burners will shut down if the baghouse is breached,
- 4) Both burners will shut down if the high temperature set-points are exceeded.

Other parameters which are monitored include soil exit temperature, baghouse inlet temperature, the afterburner exit temperature, the baghouse pressure differential and operating pressures throughout the system. Backing up the automatic controls are gauges which allow trained operators to monitor the various parameters.

Mobile Soil Remediation Unit (MSRU) Operation Flowchart



June 28, 1991

Peter DeSantis
BP Oil Company
2868 Prospect Park Drive Suite 360
Rancho Cordova CA 95670

Re: SW - Multnomah County
BP Oil Company
Letter of Authorization
#254

Dear Mr. DeSantis :

The Department acknowledges receipt of your application, submitted by Rittenhouse-Zeman & Associates, Inc., for a Solid Waste Disposal Letter of Authorization received on June 18, 1991, for BP Oil Company. You are requesting permission to store and thermally treat petroleum contaminated soils on property owned by BP Oil Company at N.E. 181st Avenue, 1/4 mile south of Interstate-84 in Gresham, Oregon. The contaminated soils originate from underground storage tank cleanup projects occurring at BP Oil Company stations.

We are in receipt of a Land Use Compatibility Statement (LUCS) dated June 11, 1991, from the City of Gresham, that authorizes the storage and treatment of contaminated soils on BP Oil Company's property described as T1N, R3E, Section 30, NE 181st, 1/4 mile south of I-84. Your application states that the legal description of the property is "a parcel of land located in section 30, township 1 north, range 3 east of the Willamette meridian in the city of Gresham, county of Multnomah and state of Oregon, said parcel of land being a part of tract "F", Banfield Corporate Park." The LUCS states that the activity is allowed by the Comprehensive Plan, but is subject to standards in siting, design, construction and/or operation.

We have completed the review of your request and hereby approve your letter of authorization #254 subject to the following conditions:



811 SW Sixth Avenue
Portland, OR 97204-1390
(503) 229-5696

Peter DeSantis
June 28, 1991
Page 2

1. The total amount of petroleum contaminated soils authorized to be stored and treated on the above described property is 6000 cubic yards from BP Oil Company underground storage tank cleanup projects and site investigations which have been authorized by the Department. No other solid wastes are authorized for storage, treatment, or disposal at this site.
2. The processed soils must be used as fill material on the above described property and must be treated to the matrix cleanup standard as stated in OAR 340-122-335(2); such soils must be placed above the high groundwater level and out of human contact or possible exposure.
3. The site shall be operated in a manner which avoids to the maximum extent practicable, leachate production. Leachate shall be collected, evaporated or otherwise treated and controlled in a manner so as to prevent malodors, public health hazards, and escapement to public waters in violation of any applicable state or federal water quality rules or regulations.
4. The site shall be operated so as to prevent any adverse impacts on surface water or groundwater. Surface water runoff and run-on shall be controlled within the treatment area.
5. The permittee shall not allow the release of any substance from the storage and treatment site into groundwater which will result in a violation of any applicable federal or state groundwater or drinking water rules.
6. Dust, malodors, and noise shall be controlled so as to comply with the Department's rules pertaining to air pollution and noise control.
7. This Letter of Authorization is valid only for the thermal treatment of contaminated soils using the PEMCO Mobile Soil Remediation Unit. All soil treatment, monitoring, and sampling shall be accomplished in compliance with the Air Contaminant Discharge Permit No. 37-0426 issued to PEMCO, Inc. for operation of this unit, and the Underground Storage Tank Cleanup Rules (OAR 340-122-205 to 360).

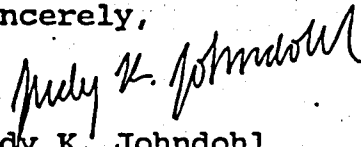
Attachment 2
Page 3

Peter DeSantis
June 28, 1991
Page 3

8. This Letter of Authorization will expire on January 1, 1992, and it is the Department's intent that it will not be renewed after January 1, 1992. However, this authorization may be revoked without prior notice if the permittee fails to comply with any of the conditions outlined in this letter of authorization.

If you have any questions, please contact me at 229-6182.

Sincerely,



Judy K. Johndohl
Environmental Specialist
Northwest Region

cc: SW Permits and Compliance Section, DEQ
Loren Garner, NWR, DEQ
UST Cleanup Section, ECD, DEQ
Chuck Esler, Rittenhouse-Zeman & Associates, Inc.
Leslie Ann Hauer, City of Gresham

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF GRANTING) ORDINANCE NO. 92-453
A FRANCHISE TO PEMCO, INC. FOR THE)
PURPOSE OF OPERATING A PETROLEUM) INTRODUCED BY RENA CUSMA,
CONTAMINATED SOIL PROCESSING) EXECUTIVE OFFICER
FACILITY AND DECLARING AN)
EMERGENCY)

WHEREAS, Section 5.01.220 of the Code of the Metropolitan Service District requires a Metro Franchise for any person to own or operate a facility for the processing of petroleum contaminated soil by thermal destruction, distillation, bioremediation, or any combination of methods that removes soil contamination from the soil and either contains or destroys it; and,

WHEREAS, PEMCO, Inc. has applied for a non-exclusive franchise to operate a petroleum contaminated soils (PCS) processing center initially located in Gresham, Oregon; and

WHEREAS, PEMCO has submitted evidence of compliance with Metro Code Section 5.01.060 requirements for franchise applications and operational plans, except those relating to rate requests, as discussed in the attached Staff Report; and

WHEREAS, PEMCO has applied for a variance from Metro Code Section 5.01.180 with regard to setting rates; and

WHEREAS, PEMCO has met the purpose and intent of Metro Code Section 5.01.180 and has met variance criteria (2) and (3) under Metro Code Section 5.01.110 as set out in its application for a variance from rate regulation; and

WHEREAS, The Ordinance was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

1. That the Council of the Metropolitan Service District authorizes the District to enter into the attached Franchise Agreement (Exhibit A) with PEMCO within ten (10) days of the adoption of this Ordinance.

2. The variance pertaining to Metro Code Section 5.01.180 to exempt the facility from the Metro Council establishing disposal rates is granted based on the findings contained in the Staff Report submitted with this Ordinance. Further, the variance shall be reviewed by the Executive Officer within one (1) year from the date of issuance of the Franchise. If, in the opinion of the Executive Officer, the variance warrants additional review it shall be reconsidered by the Council.

3. This Ordinance being necessary for the immediate preservation of the public health, safety, and welfare, an emergency is declared to exist, and this Ordinance takes effect upon passage.

Adopted by the Council of the Metropolitan Service District this _____ day of _____, 1992.

Jim Gardner, Presiding Officer

EXHIBIT A

SOLID WASTE FRANCHISE
issued by the
METROPOLITAN SERVICE DISTRICT
2000 S.W. First Avenue
Portland, Oregon 97201-5398
(503) 221-1646

FRANCHISE NUMBER: 12

DATE ISSUED: _____

AMENDMENT DATE: _____

EXPIRATION DATE: _____

ISSUED TO: PEMCO, INC.

NAME OF FACILITY: PEMCO Mobile Soil Remediation Unit

ADDRESS: PO Box 11569, Portland, OR 97211

LEGAL DESCRIPTION: T1N, R3E, Section 30, NE 181st, 1 mile south of I-84 in
the City of Gresham

CITY, STATE, ZIP: Gresham, Oregon

NAME OF OPERATOR: PEMCO, Inc.

PERSON IN CHARGE: Richard Y. Wayper

ADDRESS: PO Box 11569

CITY, STATE, ZIP: Portland, OR 97211

TELEPHONE NUMBER: (503) 283-2151

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FRANCHISE

This Franchise is issued by the Metropolitan Service District, a municipal corporation organized under ORS chapter 268, referred to herein as "Metro," to PEMCO, Inc., referred to herein as "Franchisee."

In recognition of the promises made by Franchisee as specified herein, Metro issues this Franchise, subject to the following terms and conditions:

1. Definitions

As used in this Franchise:

- 1.1 "Code" means the Code of the Metropolitan Service District.
- 1.2 "DEQ" means the Department of Environmental Quality of the State of Oregon.
- 1.3 "Executive Officer" means the Executive Officer of the Metropolitan Service District or the Executive Officer's designee.
- 1.4 "Facility" means the facility described in section 3 of this Franchise.
- 1.5 "Petroleum Contaminated Soil (PCS)" means soil into which hydrocarbons, (hydrocarbons contaminated soil) including gasoline, diesel fuel, bunker oil or other petroleum products have been released. Soil that is contaminated with petroleum products but also contaminated with a hazardous waste as defined in ORS 466.005, or a radioactive waste as defined in ORS 469.300, is not included in the term.
- 1.6 "Processing Facility" means a place or piece of equipment where or by which solid wastes are processed. This definition does not include commercial and home garbage disposal units, which are used to process food wastes and are part of the sewage system, hospital incinerations, crematoriums, paper shredders in commercial establishments, or equipment used by a recycling drop center.

2. Term of Franchise

This Franchise is issued for a term of five years from the date signed by Metro and the Franchisee, following approval by the Metro Council, such franchise being subject to the renewal provisions under the code.

3. Location of Facility

- 3.1 The franchised Facility is located at T1N, R3E, Section 30, NE 181st, 1 mile south of I-84 in the City of Gresham.
- 3.2 The Franchisee intends to move the Facility to another location during the term of this Franchise. Sixty days prior to any such proposed move, Franchisee shall notify Metro, and provide with the notification all information necessary for Metro to evaluate the proposal. If land use approval and/or DEQ approval for the new location have been obtained, Franchisee shall submit copies of such approvals with the notice. If not, the Franchisee shall submit complete copies of the applications to be submitted for land use and DEQ approval. Council approval of the proposed new location shall be required, and additional conditions may be imposed on Franchisee if necessary relative to the new location.

4. Operator, and Owner of Facility and Property

- 4.1 The owner of the Facility is PEMCO, Inc.. Franchisee shall submit to Metro any changes in ownership of the Facility in excess of five percent of ownership, or any change in partners if a partnership, within 10 days of the change.
- 4.2 The owner of the property underlying the Facility is BP Oil Co. If Franchisee is not the owner of the underlying property, Franchisee warrants that owner has consented to Franchisee's use of the property as described in this Franchise.
- 4.3 The operator of the Facility is PEMCO, Inc. Franchisee may contract with another person or entity to operate the Facility only upon ninety (90) days prior written notice to Metro and the written approval of the Executive Officer. Franchisee shall retain primary responsibility for compliance with this Franchise.

5. Authorized and Prohibited Solid Wastes

- 5.1 Franchisee is authorized to accept loads of 100 percent Petroleum Contaminated Soil (PCS) as specified in Oregon DEQ Approval Letter dated June 28, 1991 for processing at the Facility. No other wastes shall be accepted at the Facility unless specifically authorized in writing by Metro.
- 5.2 Franchisee shall only accept loads of PCS that are tarped or in an otherwise closed container. Treated soils leaving the site must also be tarped or in an otherwise closed container.

- 5.3 All vehicles and devices transferring or transporting solid waste via public roads shall be constructed, maintained, and operated to prevent leaking, sifting, spilling, or blowing of solid waste while in transit.
- 5.4 This Franchise imposes no limitation on the amount of solid waste that may be processed each year at the Facility. Franchisee may process the amount of solid waste that the Facility is capable of processing in a manner consistent with applicable law and the terms of this Franchise.
- 5.5 Consistent with DEQ directives, Franchisee shall establish and follow procedures for determining what materials will be accepted at the Facility. The procedures must include a testing regimen sufficient to prevent hazardous or otherwise unacceptable materials from entering the Facility.

6. Minimum Monitoring and Reporting Requirements

- 6.1 Franchisee shall effectively monitor Facility operation and maintain accurate records of the following information:
 - (a) Amount and type of material processed at the Facility;
 - (b) Amount and type of material delivered to the Facility, along with the name of the individual or company attempting to deliver material, the reason the material was rejected and, if known, the destination of the material after leaving the Facility;
 - (c) The destination of all materials accepted at the Facility, upon leaving the Facility, by county and tax lot number, or by other description that clearly identifies the destination, if no tax lot number is available; and
 - (d) Descriptions of all operational irregularities, accidents, and incidents of non-compliance.
- 6.2 Records required under section 6.1 shall be reported to Metro no later than 30 days following the end of each quarter, in the format attached as Exhibit A to this Franchise, and incorporated herein by reference. The report shall be provided in both hard copy and in electronic form compatible with Metro's data processing equipment. The hard copy of the report shall be signed and certified as accurate by an authorized representative of Franchisee.
- 6.3 Franchisee shall maintain complete and accurate records of all costs, revenues, rates, and other financial information pertinent to operation of the facility. This information shall be made available to Metro on request. Confidentiality of the material shall be maintained pursuant to laws in effect at the time.

- 6.4 The Franchisee shall file an Annual Operating Report on or before each anniversary date of the Franchise, detailing the previous year operation of the Facility as outlined in this Franchise.
- 6.5 The Franchisee shall submit to Metro duplicate copies of any information submitted to the DEQ pertaining to the Facility, within 30 days of submittal to DEQ.
- 6.6 Authorized representatives of Metro shall be permitted to inspect information from which all required reports are derived during normal working hours or at other reasonable times with 24-hour notice. Metro's right to inspect shall include the right to review, at an office of Franchisee located in the Portland metropolitan area, all books, records, maps, plans, income tax returns, financial statements, and other like materials of the Franchisee that are directly related to the operation of the Franchisee.

7. Operational Requirements

- 7.1 At least one sign shall be erected at the entrance to the Facility. The 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) Information about obtaining rates;
 - (e) Metro information phone number; and
 - (f) List of materials accepted at the Facility.
- 7.2 A copy of this Franchise shall be displayed where it can be readily referred to by operating personnel.
- 7.3 If a breakdown of equipment, fire, or other occurrence results in a violation of any conditions of this Franchise or of the Metro Code, the Franchisee shall:
- (a) Take immediate 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.

- 7.4 If the Processing Facility is to be closed permanently or for a protracted period of time during the term of this Franchise, Franchisee shall provide Metro with written notice, at least ninety (90) days prior to closure, of the proposed time schedule and closure procedures.
- 7.5 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 years by Franchisee for possible review by Metro.
- 7.6 Franchisee shall not, by act or omission, unlawfully discriminate against any person, treat unequally or prefer any user of the Processing Facility through application of fees or the operation of the Facility.
- 7.7 Franchisee shall provide a staff that is qualified to operate the Facility in compliance with this Franchise and to carry out the reporting functions required by this Franchise.

8. Annual Franchise Fees

Franchisee shall pay an annual franchise fee, as established under Metro Code Section 5.03.030. The fee shall be delivered to Metro within 30 days of the effective date of this Franchise and each year thereafter.

9. Performance Bond

Franchisee shall provide a TWENTY FIVE-THOUSAND DOLLARS and NO/100 (\$25,000.00) Corporate Surety Bond, or the equivalent pursuant to the requirements of Metro Code Section 5.01.060(b)(1) guarantying full and faithful performance by the Franchisee of the duties and obligations required by the Franchise.

10. Insurance

- 10.1 Franchisee shall purchase and maintain the following types of insurance, covering Franchisee, its employees, and agents:
 - (a) Broad form comprehensive general liability insurance covering personal injury, property damage, and personal injury with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (b) Automobile bodily injury and property damage liability insurance.

- 10.2 Insurance coverage shall be a minimum of \$500,000 per occurrence, \$100,000 per person, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
- 10.3 Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
- 10.4 Franchisee, its contractors, if any, and all employers working under this Franchise are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability.

11. Indemnification

Franchisee shall indemnify and hold METRO, its agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with Franchisee's performance under this Franchise, including patent infringement and any claims or disputes involving subcontractors.

12. Compliance With Law

Franchisee shall fully comply with all federal, state, regional and local laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this Franchise. All conditions imposed on the operation of the Facility by federal, state or local governments or agencies having jurisdiction over the Facility are part of this Franchise by reference as if specifically set forth herein. Such conditions and permits include those attached as exhibits to this Franchise, as well as any existing at the time of issuance of this Franchise and not attached, and permits or conditions issued or modified during the term of this Franchise.

13. Metro Enforcement Authority

- 13.1 The Executive Officer may, upon sixty (60) days prior written notice, direct solid waste away from the Franchisee or limit the type of solid waste that the Franchisee may receive. Such action, or other necessary steps, may be taken to abate a nuisance arising from operation of the Facility or to carry out other public policy objectives. Upon receiving such notice, the Franchisee 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.

- 13.2 Authorized representatives of Metro shall be permitted access to the premises of the Facility 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 when, in the opinion of the Metro Solid Waste Department Director, such notice would defeat the purpose of the entry.
- 13.3 The power and right to regulate, in the public interest, the exercise of the privileges granted by this Franchise shall at all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such legal requirements against Franchisee.

14 Disposal Rates and Fees

- 14.1 In accordance with the variance granted by the Metro Council, the rates charged at this Facility shall be exempt from Metro rate setting. Metro reserves the right to exercise its authority to regulate rates pursuant to Metro Code Section 5.01.170, by amendment to this Franchise following reasonable notice to Franchisee and an opportunity for a hearing.
- 14.2 Franchisee is exempted from collecting and remitting Metro User Fees and excise tax on waste received at the Facility. Franchisee is fully responsible for paying all costs associated with disposal of residual material generated at the Facility. If Franchisee obtains authorization to dispose of residual material at a facility that has not been "Designated" by Metro, Franchisee shall remit to Metro the Tier 1 (one) User Fee on all waste disposed of at the non-designated facility.
- 14.3 Until such time as Metro may establish disposal rates at the Facility, the Franchisee shall adhere to the following conditions with regard to disposal rates charged at the Facility:
- (a) Franchisee may modify rates to be charged on a continuing basis as market demands may dictate. Metro shall be provided with a summary of current rates upon request.
 - (b) All customers within a given disposal class shall receive equal, consistent, and nondiscriminatory treatment in the collection of fees.

15. Revocation

15.1 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 Franchisee from responsibility for compliance with ORS chapter 459, or other applicable federal, state or local statutes, rules, regulations, codes, ordinances, or standards.

15.2 This Franchise Agreement is subject to suspension, modification, revocation, or nonrenewal upon finding that:

- (a)** The Franchisee has violated the terms of this Franchise, the Metro Code, ORS chapter 459, or the rules promulgated thereunder or any other applicable law or regulation; or
- (b)** The Franchisee has misrepresented material facts or information in the Franchise Application, Annual Operating Report, or other information required to be submitted to Metro; or
- (c)** The Franchisee has refused to provide adequate service at the Facility, after written notification and reasonable opportunity to do so; or
- (d)** There has been a significant change in the quantity or character of solid waste received at the Facility, the method of processing solid waste at the Facility, or available methods of processing such waste.

16. General Conditions

16.1 Franchisee shall be responsible for ensuring that its contractors and agents operate in complete compliance with the terms and conditions of this Franchise.

16.2 The granting of this Franchise shall not vest any right or privilege in the Franchisee to receive specific quantities of solid waste during the term of the Franchise.

16.3 This Franchise may not be transferred or assigned without the prior written approval of Metro.

16.4 To be effective, a waiver of any term or condition of this Franchise must be in writing, signed by the Executive Officer. Waiver of a term or condition of this Franchise shall not waive nor prejudice Metro's right otherwise to require performance of the same term or condition or any other term or condition.

15.5 This Franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.

16.6 If any provision of the Franchise shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Franchise shall not be affected.

17. Notices

17.1 All notices required to be given to the Franchisee under this Franchise shall be delivered to:

Richard Y. Wayper, General Manager
PO Box 11569
Portland, OR 97211

17.2 All notices required to be given to Metro under this Franchise shall be delivered to:

Solid Waste Director
Solid Waste Department
Metropolitan Service District
2000 S.W. First Avenue
Portland, OR 97201-5398

17.3 Notices shall be in writing, effective when delivered, or if mailed, effective on the second day after mailed, postage prepaid, to the address for the party stated in this Franchise, or to such other address as a party may specify by notice to the other.

Facility Owner or
Owner's Representative

Rena Cusma, Executive Officer
Metropolitan Service District

Date: _____

Date: _____

NORTFRANCHISPEMCO.FRN
May 3, 1992

Exhibit A

MINIMUM MONITORING AND REPORTING REQUIREMENTS

1 The Franchise Holder or designated Representative shall effectively monitor the processing facility operation and maintain records of the following required data. The records shall conform to the following format.

2 **Summary Sheet**

Total Tons Onsite at Beginning of Quarter	Total Tons Accepted During Quarter	Total Tons Treated During Quarter	Total Treated Tons Removed From Site During Month	Total Tons Remaining Onsite at the End of the Quarter

3 **Summary of Total Tonnage of PCS Accepted Per Site (list out-of-State after within State)**

DEQ File No.	Date(s) of First Loads Accepted	Generator Name and Address	Site of Origination	Total Tons Received During Quarter	Type of Communication

4 **Pre-Treatment Analysis of PCS Per Site (list out-of-State after within State)**

DEQ File Number(s)	Test # (attach copies of test results)

5 **Post-Treatment Analysis of PCS**

DEQ File Number(s)	Test # (attach copies of test results)

6 **Final Disposition of Treated Soils**

DEQ File Number(s)	Post-Treatment Test #	Destination of Load (County and Tax Lot #)	Date load Shipped to Destination	Total Tons Shipped to Destination During the Quarter

7 **Loads Rejected**

DEQ File Number (s)	Date of Load	Transporter Name	Weight of Load	Reason for Rejection	Destination of Rejected Load

Meeting Date: May 14, 1992
Agenda Item No. 5.2

ORDINANCE NO. 92-454

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 92-454, FOR THE PURPOSE OF GRANTING A FRANCHISE TO THE SONAS SOIL RESOURCE RECOVERY OF OREGON, INC. (SONAS) FOR PROCESSING PETROLEUM CONTAMINATED SOIL

Date: May 5, 1992

Presented By: Bob Martin
Roosevelt Carter
Phil North

FACTUAL BACKGROUND AND ANALYSIS

The Sonas Soil Resource Recovery of Oregon, Inc. (SONAS), has applied for a Metro franchise to operate a facility that will process and treat soils contaminated by hydrocarbons. The primary source of materials will be from leaking underground storage tanks containing gasoline or oil. No materials classified as hazardous by federal regulations will be permitted into the facility.

In addition to a Metro franchise, the applicant has applied for and/or received a conditional use permit from the City of Portland and a solid waste permit and an air discharge permit from the DEQ.

The location of the proposed facility is on Tax Lot 55, Section 35, T2N R1W. The street location is near the intersection of North Burgard and North Metra Way. The location is physically a part of the Schnitzer Steel industrial properties.

The facility operations are summarized on Attachment 1.

The facility is expected to process approximately 125,000 tons per year. The anticipated service area is the greater Portland metropolitan area and surrounding region. The facility would not exclude materials that originate outside of the Metropolitan Service District.

Under the Metro Code, the facility would be exempt from the requirement of collecting and remitting a user fee. Also, the applicant has requested a variance from Metro rate-setting. This request is based on the nature of the facility, the need to respond rapidly to marketplace requirements and the contributions being made to Metro objective of minimizing or eliminating petroleum contaminated soils from landfills.

The Council may grant a variance in the interest of protecting the public health and welfare if the purpose and intent of the requirement (e.g., setting rates) can be achieved without strict compliance and that strict compliance:

"(1) Is inappropriate because of conditions beyond the control of the person(s) requesting the variance,, or

(2) Will be extremely burdensome or highly impractical due to special physical conditions or causes; or

(3) Would result in substantial curtailment or closing down of a business plant, or operation which furthers the objectives of the District."

Staff opinion is that the applicant's variance request is consistent with the spirit, intent and variance criteria (2) and (3) requirements. Staff recommendation is that the following findings be incorporated into the franchise if approved by the Council:

- A. Strict compliance with Metro Code provisions regarding rate-setting (Section 5.01.180) is not necessary to protect the public interest, health or welfare with respect to processors of petroleum contaminated soils.
- B. That the applicant (franchise) is performing a processing and recycling function by eliminating contaminants from soil.
- C. Soils treatment and processing facilities will be operating in a highly competitive marketplace which will require the need for rapid response to market needs.
- D. Metro does not collect user fees from processors of petroleum contaminated soils because of Metro policy to promote the processing and treatment of contaminated soil.
- E. That the objectives of the District in encouraging treatment and processing of petroleum contaminated soil at a reasonable cost to the public can be met without regulation of the applicant's rate.
- F. That regulation of rates at the applicant's facility can result in curtailment or closing down of the franchised facility to the detriment of the District's objectives to reduce or eliminate petroleum contaminated soils from landfills and to process and recycle contaminated soils.

Petroleum contaminated soil has been identified as a significant environmental and disposal problem in the District. At the present time, there are two franchised processors of these material. Additional franchise applications are also expected.

The high level of interest and number of potential processors assure a competitive marketplace, and an adequate processing capacity to meet District needs. Furthermore, the substantial capital investment and required permits to commence petroleum contaminated soil processing provides assurance of the commitment of processors to remain in the marketplace.

Criteria for Approval of Franchise

Final approval of the franchise requires in summary that the Franchisee supply:

1. Proof that the applicant can and will be covered during the term of the franchise by a surety bond.
2. Proof that the applicant can obtain liability insurance, including automotive coverage.
3. If the applicant is not an individual, a list of all stockholders holding more than five percent of the stock .
4. A duplicate copy of all applications necessary for DEQ permits or other information required by DEQ.
5. Consent of the owner of the property.
6. Proof of proper land use approval.
7. Such other information as the Executive Officer deems appropriate.

With respect to bonding, the Executive Officer recommends a minimum \$25,000 bond or equivalent. The size of the recommended bond is based upon the following factors:

- a. In the event of service failure, there are or will be at least three alternative soil processors in the region, without considering the availability of landfill disposal.
- b. Nearby land uses are industrial and the material handled at the facility will include only non-hazardous petroleum contaminated soil.

Applicant has satisfied or will satisfy the balance of approval criteria prior to issuance of the franchise agreement.

QUALIFICATIONS OF APPLICANT AND COMPLIANCE WITH THE CODE

SONAS applied for a DEQ solid waste disposal permit and air discharge permit. SONAS was issued a Use Compatibility Statement from the City of Portland on March 9, 1982.

The facility will be in compliance with the Regional Solid Waste Management Plan (RSWMP). Contaminated soil is classified as a "special waste" and the RSWMP calls for solutions to special waste management be developed as a component of the RSWMP. Ordinance No. 91-422B adopted by Council as an amendment to the Metro Code

pertaining to contaminated soils treatment was part of the process of encouraging alternative strategies for petroleum contaminated soil.

With respect to the need for the facility, the present facility is one of the first two facilities to be considered for a Metro franchise to process contaminated soil. At the present time, it is not recommended that restrictions be placed on entry into the petroleum contaminated soil processing business provided that applicants can satisfy DEQ and other regulatory requirements, and further provided that Metro is otherwise satisfied with the applicant's qualifications. Currently, demand for processing can only be estimated. Market demand should be a sufficient regulator of economic entry and departure from the soils processing business. In the interim, undue limitations upon entry into the processing market are not recommended. Furthermore, no geographic operations limitations on soil processors is recommended at this time.

In order for this ordinance to take effect immediately upon passage, an emergency clause has been added to the Ordinance.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Ordinance No. 92-454.

FN:gbc
sta0305.rp2

The objective of the proposed soil treatment facility is to be able to receive a wide variety of petroleum hydrocarbon contaminated soils from throughout the Metropolitan Service District area and to remove the petroleum contaminants down to or below DEQ/EPA approved levels. Following treatment the soils shall be free of petroleum contamination and made suitable for recycling in all areas where clean soils and clean aggregate materials are commonly used.

A second and equally important objective is to clean all incoming petroleum contaminated soils to levels low enough to relieve the responsible party or original owner of the soils from all future responsibility or environmental liability associated with the original petroleum hydrocarbon contamination as regulated by DEQ and EPA.

The facility will be strictly limited to the treatment of petroleum hydrocarbon contaminated soils and aggregates only. No other forms of contaminants or contaminated materials will be accepted.

The anticipated sources of all incoming soil materials to be treated shall be limited to DEQ supervised leaking underground storage tank removal sites such as service stations and industrial sites and from accidental petroleum spill areas such as leaking underground fuel distribution lines and surface spills.

Before being accepted for treatment, the person responsible for the site mitigation project shall have a soils analysis made at a DEQ/EPA approved, independent laboratory. All laboratory results will be submitted in advance and must receive the facility manager's written approval before the contaminated soils are accepted for treatment. In addition to the laboratory analysis requirements, only those soils that are removed from a DEQ sanctioned soil mitigation site will be accepted. Other restrictions shall include soils contaminated with mixed materials such as demolition and construction debris, large pieces of concrete and pavement, and all forms of pipe and fittings. All tanks of any kind are to be strictly prohibited.

Those soils that are accepted for treatment will be protected from the weather either by removable membrane covers or stored within a building on a paved surface. The time between acceptance and the beginning of treatment shall be kept to a minimum.

The primary type of treatment will be thermal desorption, which will only take place inside a fully enclosed, rotating drum under controlled temperature and air flow conditions. The heat source is to be a gas fired, counterflow burner located within the enclosed rotating drum. This produces an environment sufficient to raise soil temperatures above 800°F by the time the soil reaches the exit chamber behind the rotary drum. At this temperature the primary unit destroys 75% of all hydrocarbons and volatilizes all the remaining hydrocarbons before the soil is discharged from the dryer. The soil then moves along a closed conveyor where moisture is added to cool the soil and trap dust particulate within the soil matrix. The conveyor discharges soil to a stockpile in preparation of loadout to its final destination.

The ejected soil is periodically tested to verify treatment, and must contain 15 ppm or less total petroleum hydrocarbons and less than 10 ppb total benzene. Soil which does not meet these requirements is reprocessed.

The airstream collects the volatilized hydrocarbons and whatever dust is generated in the dryer and is exhausted to the primary dust separation units. This two stage primary dust system is comprised of a high efficiency cyclone

coupled with a multi-clone separator for a removal efficiency of greater than 90% for airborne particulate. The temperature of the exhaust gas from the dryer is approximately 730°F prior to dust removal. Due to the early evacuation of some particulate in the counterflow airstream, the particulate may also contain a low level of hydrocarbons. For this reason, the cyclone and multi-clone system are designed to discharge that particulate behind the burner into the exit chamber where the dust is mixed and processed in the 800°F environment for final purification and return to the soil flow.

The exhaust gas is then channelled through an induction fan to the thermal oxidizer. The oxidizer is designed to operate at 1500°F with a retention time of one full second for complete thermal destruction of the transient hydrocarbons. The thermal oxidizer is constructed of stainless steel and stationed horizontally for ease of maintenance. The 1500°F exhaust then passes through a high pressure venturi water jet system to completely saturate the exhaust with water to both lower the temperature and reduce the exhaust volume which had been greatly expanded in the thermal oxidizer by heating it to 1500°F. The exhaust volume must be reduced at this point to facilitate final particulate removal in a bag house dust collector which is designed for 72,000 ACFM. The actual exhaust volume is approximately 40,000 ACFM before the thermal oxidizer and after the venturi cooler. The exhaust must also be cooled to 350°F prior to entering the baghouse to protect the Nomex fabric filters utilized for particulate removal. The particulate collected in the baghouse is conveyed back to the primary rotary dryer and injected into the dryer along with the particulate returned by the primary dust collecting units. The exhaust gas is discharged from the baghouse to the ambient air and is monitored in accordance with the Air Discharge Permit. This completes the soil remediation process.

Management of End Product

The end product of this process is a clean soil which may be used for any purpose that a natural soil satisfies.

Coarse grained materials will be used in the production of asphalt paving materials, ready mix concrete, or construction aggregates. Finer grained materials would provide land fills with daily cover and construction fill materials for landscaping or site borrow.

**BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT**

FOR THE PURPOSE OF GRANTING	)	ORDINANCE NO. 92-454
A FRANCHISE TO SONAS SOIL)	
RESOURCE RECOVERY OF	)	INTRODUCED BY RENA CUSMA,
OREGON, INC. FOR THE PURPOSE	)	EXECUTIVE OFFICER
OF OPERATING A PETROLEUM)	
CONTAMINATED SOIL PROCESSING)	
FACILITY AND DECLARING AN)	
EMERGENCY)	

WHEREAS, Section 5.01.220 of the Code of the Metropolitan Service District requires a Metro Franchise for any person to own or operate a facility for the processing of petroleum contaminated soil by thermal destruction, distillation, bioremediation, or any combination of methods that removes soil contamination from the soil and either contains or destroys it; and,

WHEREAS, Sonas Environmental Systems of Oregon, Inc. (SONAS) has applied for a non-exclusive franchise to operate a petroleum contaminated soils (PCS) processing center at Portland, Oregon; and

WHEREAS, SONAS has submitted evidence of compliance with Metro Code Section 5.01.060 requirements for franchise applications and operational plans, except those relating to rate requests, as discussed in the attached Staff Report; and

WHEREAS, SONAS has applied for a variance from Metro Code Section 5.01.180 with regard to setting rates; and

WHEREAS, SONAS has met the purpose and intent of Metro Code Section 5.01.180 and has met variance criteria (2) and (3) under Metro Code Section 5.01.110 as set out in its application for a variance from rate regulation; and

WHEREAS, The Ordinance was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

1. That the Council of the Metropolitan Service District authorizes the District to enter into the attached Franchise Agreement (Exhibit A) with SONAS within ten (10) days of the adoption of this Ordinance.

2. The variance pertaining to Metro Code Section 5.01.180 to exempt the facility from the Metro Council establishing disposal rates is granted based on the findings contained in the Staff Report submitted with this Ordinance. Further, the variance shall be reviewed by the Executive Officer within one (1) year from the date of issuance of the Franchise. If, in the opinion of the Executive Officer, the variance warrants additional review it shall be reconsidered by the Council.

3. This Ordinance being necessary for the immediate preservation of the public health, safety, and welfare, an emergency is declared to exist, and this Ordinance takes effect upon passage.

Adopted by the Council of the Metropolitan Service District this _____ day of _____, 1992.

Jim Gardner, Presiding Officer

EXHIBIT A

**SOLID WASTE FRANCHISE
issued by the
METROPOLITAN SERVICE DISTRICT
2000 S.W. First Avenue
Portland, Oregon 97201-5398
(503) 221-1646**

FRANCHISE NUMBER: 13

DATE ISSUED: _____

AMENDMENT DATE: _____

EXPIRATION DATE: _____

ISSUED TO: SONAS SOIL RESOURCE RECOVERY OF OREGON, INC.

NAME OF FACILITY: []

ADDRESS: N. Burgard at N. Metra Way

LEGAL DESCRIPTION: Tax Lot 55, Section 35, T2N R1W

CITY, STATE, ZIP: _____

NAME OF OPERATOR: SONAS Soil Resource Recovery of Oregon, Inc.

PERSON IN CHARGE: Scott Ewbank

ADDRESS: []

CITY, STATE, ZIP: []

TELEPHONE NUMBER: []

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FRANCHISE

This Franchise is issued by the Metropolitan Service District, a municipal corporation organized under ORS chapter 268, referred to herein as "Metro," to SONAS Environmental Systems of Oregon, Inc., referred to herein as "Franchisee."

In recognition of the promises made by Franchisee as specified herein, Metro issues this Franchise, subject to the following terms and conditions:

1. Definitions

As used in this Franchise:

- 1.1 "Code" means the Code of the Metropolitan Service District.
- 1.2 "DEQ" means the Department of Environmental Quality of the State of Oregon.
- 1.3 "Executive Officer" means the Executive Officer of the Metropolitan Service District or the Executive Officer's designee.
- 1.4 "Facility" means the facility described in section 3 of this Franchise.
- 1.5 "Petroleum Contaminated Soil (PCS)" means soil into which hydrocarbons, (hydrocarbon contaminated soil) including gasoline, diesel fuel, bunker oil or other petroleum products have been released. Soil that is contaminated with petroleum products but also contaminated with a hazardous waste as defined in ORS 466.005, or a radioactive waste as defined in ORS 469.300, is not included in the term.
- 1.6 "Processing Facility" means a place or piece of equipment where or by which solid wastes are processed. This definition does not include commercial and home garbage disposal units, which are used to process food wastes and are part of the sewage system, hospital incinerations, crematoriums, paper shredders in commercial establishments, or equipment used by a recycling drop center.

2. Term of Franchise

This Franchise is issued for a term of five years from the date signed by Metro and the Franchisee, following approval by the Metro Council, such franchise being subject to the renewal provisions under the Code.

3. Location of Facility

The franchised Facility is located at Tax Lot 55, Section 35, T2N R1W

4. Operator, and Owner of Facility and Property

- 4.1 The owner of the Facility is SONAS Soil Resource Recovery of Oregon, Inc.. Franchisee shall submit to Metro any changes in ownership of the Facility in excess of five percent of ownership, or any change in partners if a partnership, within 10 days of the change.
- 4.2 The owner of the property underlying the Facility is Schnitzer Investment Corp. If Franchisee is not the owner of the underlying property, Franchisee warrants that owner has consented to Franchisee's use of the property as described in this Franchise.
- 4.3 The operator of the Facility is SONAS Companies. Franchisee may contract with another person or entity to operate the Facility only upon ninety (90) days prior written notice to Metro and the written approval of the Executive Officer. Franchisee shall retain primary responsibility for compliance with this Franchise.

5. Authorized and Prohibited Solid Wastes

- 5.1 Franchisee is authorized to accept loads of 100 percent Petroleum Contaminated Soil (PCS) as specified in DEQ Solid Waste Disposal Permit No. _____ for processing at the Facility. No other wastes shall be accepted at the Facility unless specifically authorized in writing by Metro.
- 5.2 Franchisee shall only accept loads of PCS that are tarped or in an otherwise closed case. Treated soils leaving the site must also be tarped or in an otherwise closed container.
- 5.3 All vehicles and devices transferring or transporting solid waste via public roads shall be constructed, maintained, and operated to prevent leaking, sifting, spilling, or blowing of solid waste while in transit.
- 5.4 This Franchise imposes no limitation on the amount of solid waste that may be processed each year at the Facility. Franchisee may process the amount of solid waste that the Facility is capable of processing in a manner consistent with applicable law and the terms of this Franchise.

- 5.5 Consistent with DEQ directives, Franchisee shall establish and follow procedures for determining what materials will be accepted at the Facility. The procedures must include a testing regimen sufficient to prevent hazardous or otherwise unacceptable materials from entering the Facility.

6. Minimum Monitoring and Reporting Requirements

- 6.1 Franchisee shall effectively monitor Facility operation and maintain accurate records of the following information:
- (a) Amount and type of material processed at the Facility;
 - (b) Amount and type of material delivered to the Facility, along with the name of the individual or company attempting to deliver material, the reason the material was rejected and, if known, the destination of the material after leaving the Facility;
 - (c) The destination of all materials accepted at the Facility, upon leaving the Facility, by county and tax lot number, or by other description that clearly identifies the destination, if no tax lot number is available; and
 - (d) Descriptions of all operational irregularities, accidents, and incidents of non-compliance.
- 6.2 Records required under section 6.1 shall be reported to Metro no later than 30 days following the end of each quarter, in the format attached as Exhibit A to this Franchise, and incorporated herein by reference. The report shall be provided in both hard copy and in electronic form compatible with Metro's data processing equipment. The hard copy of the report shall be signed and certified as accurate by an authorized representative of Franchisee.
- 6.3 Franchisee shall maintain complete and accurate records of all costs, revenues, rates, and other financial information pertinent to operation of the facility. This information shall be made available to Metro on request. Confidentiality of the material shall be maintained pursuant to laws in effect at the time.
- 6.4 The Franchisee shall file an Annual Operating Report on or before each anniversary date of the Franchise, detailing the previous year operation of the Facility as outlined in this Franchise.
- 6.5 The Franchisee shall submit to Metro duplicate copies of any information submitted to the DEQ pertaining to the Facility, within 30 days of submittal to DEQ.

- 6.6 Authorized representatives of Metro shall be permitted to inspect information from which all required reports are derived during normal working hours or at other reasonable times with 24-hour notice. Metro's right to inspect shall include the right to review, at an office of Franchisee located in the Portland metropolitan area, all books, records, maps, plans, income tax returns, financial statements, and other like materials of the Franchisee that are directly related to the operation of the Franchisee.

7. Operational Requirements

- 7.1 At least one sign shall be erected at the entrance to the Facility. The 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) Information about obtaining rates;
 - (e) Metro information phone number; and
 - (f) List of materials accepted at the Facility.
- 7.2 A copy of this Franchise shall be displayed where it can be readily referred to by operating personnel.
- 7.3 If a breakdown of equipment, fire, or other occurrence results in a violation of any conditions of this Franchise or of the Metro Code, the Franchisee shall:
- (a) Take immediate 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.
- 7.4 If the Processing Facility is to be closed permanently or for a protracted period of time during the term of this Franchise, Franchisee shall provide Metro with written notice, at least ninety (90) days prior to closure, of the proposed time schedule and closure procedures.

- 7.5 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 years by Franchisee for possible review by Metro.
- 7.6 Franchisee shall not, by act or omission, unlawfully discriminate against any person, treat unequally or prefer any user of the Processing Facility through application of fees or the operation of the Facility.
- 7.7 Franchisee shall provide a staff that is qualified to operate the Facility in compliance with this Franchise and to carry out the reporting functions required by this Franchise.

8. Annual Franchise Fees

Franchisee shall pay an annual franchise fee, as established under Metro Code Section 5.03.030. The fee shall be delivered to Metro within 30 days of the effective date of this Franchise and each year thereafter.

9. Performance Bond

Franchisee shall provide a TWENTY FIVE-THOUSAND DOLLARS and NO/100 (\$25,000.00) Corporate Surety Bond, or the equivalent pursuant to the requirements of Metro Code Section 5.01.060(b)(1) guarantying full and faithful performance by the Franchisee of the duties and obligations required by the Franchise.

10. Insurance

10.1 Franchisee shall purchase and maintain the following types of insurance, covering Franchisee, its employees, and agents:

- (a) Broad form comprehensive general liability insurance covering personal injury, property damage, and personal injury with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
- (b) Automobile bodily injury and property damage liability insurance.

10.2 Insurance coverage shall be a minimum of \$500,000 per occurrence, \$100,000 per person, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

- 10.3 Metro, its elected officials, departments, employees, and agents shall be named as **ADDITIONAL INSUREDS**. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
- 10.4 Franchisee, its contractors, if any, and all employers working under this Franchise are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability.

11. Indemnification

Franchisee shall indemnify and hold METRO, its agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with Franchisee's performance under this Franchise, including patent infringement and any claims or disputes involving subcontractors.

12. Compliance With Law

Franchisee shall fully comply with all federal, state, regional and local laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this Franchise. All conditions imposed on the operation of the Facility by federal, state or local governments or agencies having jurisdiction over the Facility are part of this Franchise by reference as if specifically set forth herein. Such conditions and permits include those attached as exhibits to this Franchise, as well as any existing at the time of issuance of this Franchise and not attached, and permits or conditions issued or modified during the term of this Franchise.

13. Metro Enforcement Authority

- 13.1 The Executive Officer may, upon sixty (60) days prior written notice, direct solid waste away from the Franchisee or limit the type of solid waste that the Franchisee may receive. Such action, or other necessary steps, may be taken to abate a nuisance arising from operation of the Facility or to carry out other public policy objectives. Upon receiving such notice, the Franchisee 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.
- 13.2 Authorized representatives of Metro shall be permitted access to the premises of the Facility 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 when, in the opinion of the Metro Solid Waste Department Director, such notice would defeat the purpose of the entry.

13.3 The power and right to regulate, in the public interest, the exercise of the privileges granted by this Franchise shall at all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such legal requirements against Franchisee.

14. Disposal Rates and Fees

14.1 In accordance with the variance granted by the Metro Council, the rates charged at this Facility shall be exempt from Metro rate setting. Metro reserves the right to exercise its authority to regulate rates pursuant to Metro Code Section 5.01.170, by amendment to this Franchise following reasonable notice to Franchisee and an opportunity for a hearing.

14.2 Franchisee is exempted from collecting and remitting Metro User Fees and excise tax on waste received at the Facility. Franchisee is fully responsible for paying all costs associated with disposal of residual material generated at the Facility. If Franchisee obtains authorization to dispose of residual material at a facility that has not been "Designated" by Metro, Franchisee shall remit to Metro the Tier 1 (one) User Fee on all waste disposed of at the non-designated facility.

14.3 Until such time as Metro may establish disposal rates at the Facility, the Franchisee shall adhere to the following conditions with regard to disposal rates charged at the Facility:

- (a) Franchisee may modify rates to be charged on a continuing basis as market demands may dictate. Metro shall be provided with a summary of current rates upon request.
- (b) All customers within a given disposal class shall receive equal, consistent, and nondiscriminatory treatment in the collection of fees.

15. Revocation

- 15.1 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 Franchisee from responsibility for compliance with ORS chapter 459, or other applicable federal, state or local statutes, rules, regulations, codes, ordinances, or standards.
- 15.2 This Franchise Agreement is subject to suspension, modification, revocation, or nonrenewal upon finding that:
- (a) The Franchisee has violated the terms of this Franchise, the Metro Code, ORS chapter 459, or the rules promulgated thereunder or any other applicable law or regulation; or
 - (b) The Franchisee has misrepresented material facts or information in the Franchise Application, Annual Operating Report, or other information required to be submitted to Metro; or
 - (c) The Franchisee has refused to provide adequate service at the Facility, after written notification and reasonable opportunity to do so; or
 - (d) There has been a significant change in the quantity or character of solid waste received at the Facility, the method of processing solid waste at the Facility, or available methods of processing such waste.

16. General Conditions

- 16.1 Franchisee shall be responsible for ensuring that its contractors and agents operate in complete compliance with the terms and conditions of this Franchise.
- 16.2 The granting of this Franchise shall not vest any right or privilege in the Franchisee to receive specific quantities of solid waste during the term of the Franchise.
- 16.3 This Franchise may not be transferred or assigned without the prior written approval of Metro.
- 16.4 To be effective, a waiver of any term or condition of this Franchise must be in writing, signed by the Executive Officer. Waiver of a term or condition of this Franchise shall not waive nor prejudice Metro's right otherwise to require performance of the same term or condition or any other term or condition.
- 16.5 This Franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.

16.6 If any provision of the Franchise shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Franchise shall not be affected.

17. Notices

17.1 All notices required to be given to the Franchisee under this Franchise shall be delivered to:

Scott Ewbank, General Manager
SONAS Corporation
c/o Harold Gaisford
65 Valley Stream Parkway
Great Valley Corporate Center Suite 110
Malvern, PA 19355

17.2 All notices required to be given to Metro under this Franchise shall be delivered to:

Solid Waste Director
Solid Waste Department
Metropolitan Service District
2000 S.W. First Avenue
Portland, OR 97201-5398

17.3 Notices shall be in writing, effective when delivered, or if mailed, effective on the second day after mailed, postage prepaid, to the address for the party stated in this Franchise, or to such other address as a party may specify by notice to the other.

Facility Owner or
Owner's Representative

Rena Cusma, Executive Officer
Metropolitan Service District

Date: _____

Date: _____

Exhibit A

MINIMUM MONITORING AND REPORTING REQUIREMENTS

1 The Franchise Holder or designated Representative shall effectively monitor the processing facility operation and maintain records of the following required data. The records shall conform to the following format.

2 **Summary Sheet**

Total Tons Onsite at Beginning of Quarter	Total Tons Accepted During Quarter	Total Tons Treated During Quarter	Total Treated Tons Removed From Site During Month	Total Tons Remaining Onsite at the End of the Quarter

3 **Summary of Total Tonnage of PCS Accepted Per Site (list out-of-State after within State)**

DEQ File No.	Date(s) of First Loads Accepted	Generator Name and Address	Site of Origination	Total Tons Receive During Quarter	Type of Communication

4 **Pre-Treatment Analysis of PCS Per Site (list out-of-State after within State)**

DEQ File Number(s)	Test # (attach copies of test results)

5 **Post-Treatment Analysis of PCS**

DEQ File Number(s)	Test # (attach copies of test results)

6 **Final Disposition of Treated Soils**

DEQ File Number(s)	Post-Treatment Test #	Destination of Load (County and Tax Lot #)	Date load Shipped to Destination	Total Tons Shipped to Destination During the Quarter

7 **Loads Rejected**

DEQ File Number (s)	Date of Load	Transporter Name	Weight of Load	Reason for Rejection	Destination of Rejected Load

Meeting Date: May 14, 1992
Agenda Item No. 6.1

ORDINANCE NO. 92-455



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

DATE: May 7, 1992

TO: Metro Council
Executive Officer
Interested Parties

FROM: Paulette Allen, Clerk of the Council *PA*

RE: AGENDA ITEM NO. 6.1; ORDINANCE NO. 92-455

The Council agenda will be printed before the Solid Waste Committee meets to consider Ordinance No. 92-455. Committee reports will be distributed in advance to Councilors and available at the Council meeting May 14, 1992.

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AMENDING) ORDINANCE NO. 92-455
METRO CODE CHAPTER 5.02,)
DISPOSAL CHARGES AND USER FEES) Introduced by Rena Cusma,
AT METRO FACILITIES) Executive Officer

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

Metro Code Section 5.02, is amended as follows:

CHAPTER 5.02

DISPOSAL CHARGES AND USER FEES

SECTIONS:

- 5.02.010 Purpose
- 5.02.015 Definitions
- 5.02.016 Scale Weights Required
- ~~5.02.020 Disposal Charges at St. Johns Landfill~~
- 5.02.025 Disposal Charges at Metro South Station, Metro Central Station and the MSW Compost Facility
- ~~5.02.030 Waiver of Disposal Charges at St. Johns Landfill~~
- 5.02.035 Litter Control Surcharge
- 5.02.040 Disposal Fees
- 5.02.045 User Fees
- 5.02.050 Regional Transfer Charge
- 5.02.060 Payment of Disposal Charges and Surcharges; Credit Policy
- 5.02.065 Special Waste Surcharge and Special Waste Permit Application Fees
- 5.02.070 Source Separated Yard Debris Disposal Charge
- 5.02.085 Out-of-District Waste
- 5.02.090 Emergency Clause

~~*NOTE: The effective date of the ordinance amendments contained herein shall be July 1, 1991. This effective date is made in conformity with the requirements of ORS 268.515(7) requiring user or service charges not to become effective until 65 working days after passage of the ordinance.~~

5.02.010 Purpose: The purpose of this chapter is to establish base solid waste disposal rates and charges for the ~~St. Johns Landfill~~, Metro South Station, Metro Central Station, and the ~~Metro Riedel MSW Compost Facility~~, solid waste user fees, a regional transfer charge, an out-of-state surcharge and

enhancement fees, and to establish a credit policy at Metro disposal facilities.

(Ordinance No. 82-146, Sec. 1; amended by Ordinance No. 88-257, Sec. 1, Ordinance No. 89-269, Sec. 2, Ordinance No. 90-337, Sec. 1 and Ordinance No. 91-386C, Sec. 1)

5.02.015 Definitions: As used in this chapter, unless the context requires otherwise:

(a) "Acceptable Special Wastes" means those special wastes which are approved by the Metro Solid Waste Department in the form of a special waste permit. "Unacceptable Waste," as defined in this section, is expressly excluded.

(b) "Cash Account Customer" means those persons who pay cash for disposal of solid waste at Metro South Station, Metro Central Station, or the ~~Metro-Riedel~~ MSW Compost Facility.

(c) "Credit Account Customer" means those persons who pay for disposal of solid waste through a charge account at Metro South Station, Metro Central Station, or the ~~Metro-Riedel~~ MSW Compost Facility.

(d) "Disposal Fee" means those fees which pay the direct unit costs of transportation and disposal of general purpose solid waste ~~to a landfill~~. Major cost components are: The long haul transport contract and the Oregon Waste Systems, Inc. disposal contract.

(e) ~~"Enhancement Fees" means those fees which are used to pay for rehabilitation and enhancement projects in the areas immediately surrounding Metro Disposal System facilities.~~ "Enhancement Fees" means those fees collected in addition to general disposal rates that are used to pay for rehabilitation and enhancement projects in the areas immediately surrounding landfills and other solid waste facilities.

(f) "Limited Purpose Solid Waste" means construction, demolition, *process residue*, land clearing waste and non-hazardous industrial dust.

(g) "Metro Central Station" is that Metro solid waste transfer and recycling station located at 6161 N.W. 61st Avenue, Portland, Oregon, 97210.

(h) "Metro Disposal System" means Metro South Station, Metro Central Station, ~~Metro-Riedel~~ MSW Compost Facility, ~~St. Johns Landfill~~, Columbia Ridge Landfill and such other facilities, or contracts for service with Metro which transfer or cause solid waste to be disposed at the Columbia Ridge Landfill or other disposal facility.

(i) ~~"Metro Riedel MSW Compost Facility"~~ is that solid waste mass compost facility located at ~~5437~~ 5611 N.E. Columbia Boulevard, Portland, Oregon, 97232.

(j) "Metro South Station" is that solid waste transfer station owned and operated by Metro and located at 2001 Washington, Oregon City, Oregon 97045.

(k) "Metro User Fee (Tier Two)" means those fees which pay for fixed costs of the Metro Disposal System. This fee is imposed upon all solid waste delivered to any Metro Disposal System facility which delivery will affect Metro's reserved space capacity at the Columbia Ridge Landfill. Fixed costs of the Oregon Waste Systems disposal contract, the long haul transport contract, debt service and capital items directly related to the facilities are paid through this fee.

(l) "Metro Waste Management System" means all associated Metro solid waste services related to management of the whole recycling, processing and disposal system, including administrative, planning, financial, engineering and waste reduction activities.

(m) *"Municipal Solid Waste (MSW)" means all putrescible and organic garbage, rubbish, refuse, paper and cardboard generally derived from residential collection routes within incorporated areas of the region.*

~~(m)~~(n) "Person" means any individual, partnership, association, corporation, trust, firm, estate, joint venture or any other private entity or any public agency.

~~(n)~~(o) "Regional Transfer Charge" means those fees which pay the direct unit operating costs of the Metro transfer stations and compost facility. This fee is imposed upon all solid waste delivered to Metro Disposal System facilities.

~~(o)~~(p) "Regional User Fee (Tier One)" means those fees which pay for fixed costs associated with administrative, financial and engineering services and waste reduction activities of the Metro Waste Management System. Contingency fees on all costs and general transfers ~~to~~ of solid waste funds ~~and~~ to other Metro departments for direct services are included in this fee. This fee is collected on all solid waste originating or disposed within the region.

~~(p)~~(q) "St. Johns Landfill" is that landfill owned and ~~operated~~ managed by Metro and located at 9363 N. Columbia Boulevard, Portland, Oregon 97203, which is ~~restricted to limited purpose solid waste disposal~~ closed to all commercial activities and is now undergoing active closure.

~~(q)~~(r) "Solid Waste" means all putrescible and nonputrescible wastes, including garbage, rubbish, refuse, paper and cardboard, commercial, industrial, demolition and construction waste, home and industrial appliances.

~~(r)~~(s) "Source Separated Yard Debris" means twigs, branches, grass clippings, leaves, and tree limbs in a form appropriate for mechanical processing for reuse or sale. Source separated yard debris does not include yard or construction debris that is not appropriate for mechanical processing for reuse or sale or that has unacceptable types or amounts of contaminants mixed with it. The operator or person in charge of accepting this waste shall make the final determination of what is source separated yard debris based on the capability of available machinery to process it. The Director of Solid Waste may establish guidelines for determining what is source separated yard debris within the meaning of this chapter.

~~(s)~~(t) "Special Waste" means any waste (even though it may be part of a delivered load of waste) which is:

- (1) Containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in 3 through 9 and 11 of this definition below; or
- (2) Waste transported in a bulk tanker; or
- (3) Liquid waste including outdated, off spec liquid food waste or liquids of any type when the quantity and the load would fail the paint filter liquid (Method 9095, SW-846) test or is 25 gallons of free liquid per load, whichever is more restrictive.
- (4) Containers (or drums) which once held commercial products or chemicals are included unless the container is empty. A container is empty when:
 - (A) All wastes have been removed that can be removed using the practices commonly employed to remove materials from the type of container, e.g., pouring, pumping, crushing, or aspirating.
 - (B) The ends have been removed (for containers in excess of 25 gallons); and
 - (C) No more than one inch thick (2.54 centimeters) of residue remains on the bottom of the container or inner liner; or

(D) No more than 1% by weight of the total capacity of the container remains in the container (for containers up to 110 gallons);
or

(E) No more than 0.3% by weight of the total capacity of the container remains in the container for containers larger than 110 gallons.

Containers which once held acutely hazardous wastes must be triple rinsed with an appropriate solvent or cleaned by an equivalent alternative method. Containers which once held substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act must be empty according to label instructions or triple rinsed with an appropriate solvent or cleaned by an equivalent method. Plastic containers larger than five (5) gallons that hold any regulated waste must be cut in half or punctured, dry and free of contamination to be accepted as refuse; or

- (5) Sludge waste from septic tanks, food service, grease traps, wastewater from commercial laundries, laundromats or car washes; or
- (6) Waste from an industrial process; or
- (7) Waste from a pollution control process; or
- (8) Residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in 1 through 7 or 9 of this definition; or
- (9) Soil, water, residue, debris, or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in 1 through 8 of this definition; or
- (10) Chemical containing equipment removed from service (for example - filters, oil filters, cathode ray tubes, lab equipment, acetylene tanks, CFC tanks or any other chemical containing equipment); or
- (11) Waste in waste containers that are marked with a National Fire Protection Association identification label that has a hazard rating of 2, 3, or 4 but not empty containers so marked; or

- (12) Any waste that requires extraordinary management.

Examples of special wastes are: chemicals, liquids, sludge and dust from commercial and industrial operations; municipal waste water treatment plant grits, screenings and sludge; contaminated soils; tannery wastes, empty pesticide containers, and dead animals or by-products.

(u) "Total Fees" means the sum total per transaction of all tip and special fees.

~~(t)~~(v) "Unacceptable Waste" means any and all waste that is either:

- (1) Waste which is prohibited from disposal at a sanitary landfill by state or federal law, regulation, rule, code, permit or permit condition; or
- (2) A hazardous waste; or
- (3) Special waste without an approved special waste permit; or
- (4) Infectious Medical Waste.

5.02.016 Scale Weights Required: All User Fees or other fees submitted to Metro from any facility receiving solid waste generated within the District shall be calculated on a tonnage basis using certified scale weights.

(Ordinance No. 82-146, Sec. 2; amended by Ordinance No. 86-210, Sec. 1; Ordinance No. 88-257, Sec. 2; Ordinance No. 88-278, Sec. 1; Ordinance No. 89-269, Sec. 2; Ordinance No. 89-295, Sec. 1; and Ordinance No. 90-337, Sec. 2; Ordinance No. 90-372, Sec. 1; Ordinance No. 91-386C, Sec. 2 and Ordinance No. 91-404, Sec. 1)

~~5.02.020 Disposal Charges at St. Johns Landfill:~~

~~(a) A base disposal fee of \$27.25 per ton of limited purpose solid waste delivered is established for disposal at the St. Johns Landfill. Said rate shall be in addition to other fees, charges and surcharges established pursuant to this chapter.~~

~~(b) The following table summarizes the disposal charges to be collected by the Metropolitan Service District from all persons disposing of solid waste at the St. Johns Landfill. The minimum charge for disposal shall be \$15.00.~~

~~(Ordinance No. 82 146, amended by Ordinance No. 83 163, Sec. 1,
 Ordinance No. 85 191, Sec. 2, Ordinance No. 86 214, Sec. 2,
 Ordinance No. 88 257, Sec. 3, Ordinance No. 88 278, Sec. 2,
 Ordinance No. 89 295, Sec. 2, and Ordinance No. 90 337, Sec. 3
 and Ordinance No. 91 386C, Sec. 3)~~

~~ST. JOHNS LANDFILL~~

Fee Component	\$/Ton	Tonnage Rate
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Credit Account

~~Disposal Fee \$27.25~~

~~Regional User Fee
(Tier One)~~

~~13.00~~

~~Metro User Fee (Tier Two)~~

~~8.50~~

~~Total Rate *\$48.75~~

* ~~Total Rate does not include state imposed fees which are currently \$.50 DEQ Promotion Program Fee and \$.25 DEQ Orphan Site Program Fee and enhancement fees, or taxes other than excise taxes. The actual fees collected after addition of all taxes and fees shall be rounded up to the closest \$.50.~~

5.02.025 Disposal Charges at Metro South Station, Metro Central Station and the Metro-Riedel MSW Compost Facility:

(a) ~~A base~~**The Total Fees for disposal rate of \$34.75 shall be \$75.00** per ton of solid waste delivered ~~is established~~ for disposal at the Metro South Station, Metro Central Station and the Metro/Riedel MSW Compost Facility.

(b) An enhancement fee of \$.50 per ton is established to be charged at the Metro South Station, Metro Central Station and the Metro/Riedel MSW Compost Facility.

(c) Notwithstanding the provisions of Sections 5.02.025 (a) and (b), persons using Metro South Station, other than Credit Account Customers, who have separated and included in their loads at least one half cubic yard of recyclable material (as defined in ORS 459.005) shall receive a \$3.00 credit toward their disposal charge if their load is transported inside a passenger car or in a pickup truck not greater than a 3/4 ton capacity. The foregoing recyclable material credit shall not apply at Metro Central Station or the Metro-Riedel MSW Compost Facility.

(d) The disposal fee and enhancement fee established by this section shall be in addition to other fees, charges and surcharges established pursuant to this chapter.

(e) The following table summarizes the disposal charges to be collected by the Metropolitan Service District from all persons disposing of solid waste at the Metro South Station, Metro Central Station and the Metro/Riedel Compost Facility. The minimum charge for all vehicles shall be ~~\$15.00~~ \$19.00.

(f) **Total fees assessed at Metro facilities shall be rounded to the nearest whole dollar amount for all cash account customers.**

(Ordinance No. 82-146; amended by Ordinance No. 83-163, Sec. 2; Ordinance No. 85-191, Sec. 3; Ordinance No. 86-214, Sec. 3; Ordinance No. 88-257, Sec. 4; Ordinance No. 88-278, Sec. 3; Ordinance No. 89-269, Sec. 2; Ordinance No. 89-295, Sec. 3.; and Ordinance No. 90-337, Sec. 4; Ordinance No. 90-372, Sec. 2; Ordinance No. 91-386C, Sec. 4; and Ordinance No. 91-405A, Sec. 1)

METRO SOUTH STATION
 METRO CENTRAL STATION
~~METRO-RIEDEL~~ MSW COMPOST FACILITY

Fee Component	\$/Ton	Tonnage Rate
Disposal Fee	\$34.75	\$38.25
Regional User Fee (Tier One)	\$13.00	\$19.00
Metro User Fee (Tier Two)	8.50	7.00
Regional Transfer Charge	\$10.50	9.00
Total Rate	* \$66.75	\$73.25
 Minimum Charge per Vehicle	 \$15.00	 \$19.00

Tires	Type of Tire	Per Unit	
	Car tires off rim	\$0.85	1.00
	Car tires on rim	2.30	3.00
	Truck tires off rim	2.30	5.00
	Truck tires on rim	7.00	8.00
	Any tire 21 inches or larger diameter off or on rim	12.00	

* Total Rate does not include state imposed fees which are currently ~~\$.50~~ \$1.10 DEQ Promotion Program Fee and ~~\$.50-DEQ~~ \$0.15 Orphan Site Program Fee and enhancement fees currently \$0.50 per ton or taxes other than excise taxes. The actual fees collected after addition of all taxes and fees shall be rounded up to the closest \$.50.

~~5.02.030 Waiver of Disposal Charges at St. Johns Landfill: A waiver of disposal charges may be made by the operator of the St. Johns Landfill for disposal of inert material including but not limited to earth, sand, stone, crushed concrete and broken asphaltic concrete and wood chips, if, at the discretion of the operator of the landfill, such material is needed at the landfill for cover, road base or other internal use.~~

~~(Ordinance No. 82-146, Sec. 5)~~

5.02.035 Litter Control Surcharge: A surcharge shall be levied against a person who disposes of waste at a Metro-operated solid waste disposal facility, transfer station, recycling center or compost facility, if when entering the facility any portion of the waste is visible to Metro scalehouse personnel, unless the waste is only visible through a secure covering. The surcharge shall be One Hundred (\$100.00) Dollars for a load delivered by a vehicle greater than three-quarter ton capacity, and Twenty-five (\$25.00) Dollars for a load delivered by a vehicle of three-quarter ton capacity or less, and shall be collected in the same manner as other disposal fees are collected at the facility.

(Ordinance No. 82-146, Sec. 6; amended by Ordinance No. 89-269, Sec. 2; Ordinance No. 90-337, Sec. 5; and Ordinance No. 91-397, Sec. 1)

5.02.040 Disposal Fees

(a) *There is hereby established a disposal fee which shall be a charge to the users of Metro South Station, Metro Central Station and the MSW Compost Facility.*

(b) *The following disposal fees shall be collected and paid to Metro by the users of Metro South Station, Metro Central Station and the MSW Compost Facility for the disposal of solid waste generated, originating, collected or disposed within Metro boundaries: For all solid waste \$38.25 per ton delivered.*

(c) *Disposal Fees shall not apply to wastes received at franchised processing centers that accomplish materials recovery and recycling as a primary operation.*

5.02.045 User Fees:

The following user fees are established and shall be collected and paid to Metro by the operators of solid waste disposal facilities, whether within or without the boundaries of Metro, for the disposal of solid waste generated, originating, collected or disposed within Metro boundaries in accordance with Metro Code Section 5.01.150:

(a) Regional User Fee (Tier One):

~~(1)~~ For compacted or noncompact solid waste, ~~\$13.00~~
\$19.00 per ton delivered.

~~(2)~~ For compacted solid waste, ~~\$13.00 per ton~~
~~delivered.~~

(b) Metro User Fee (Tier Two):

~~(1)~~ ~~\$8.50~~\$7.00 per ton for all solid waste delivered
to Metro owned or operated facilities.

(c) Inert material, including but not limited to earth, sand, stone, crushed stone, crushed concrete, broken asphaltic concrete and wood chips used at ~~a landfill~~ *the St. Johns Landfill* for cover, diking, road base or other internal use ~~and for which disposal charges have been waived pursuant to Section 5.02.030 of this chapter~~ shall be exempt from the above user fees.

(d) User fees shall not apply to wastes received at franchised processing centers that accomplish materials recovery and recycling as a primary operation.

(e) Notwithstanding the provisions of (a) and (b) above, Metro User Fees may be assessed as may be appropriate for solid waste which is the subject of a Non-System License under Chapter 5.05 of the Metro Code.

(Ordinance No. 82-146, Sec. 8; amended Ordinance No. 85-191, Sec. 4; Ordinance No. 86-214, Sec. 4; Ordinance No. 88-257, Sec. 6; Ordinance No. 88-278, Sec. 4; Ordinance No. 89-269, Sec. 2; and Ordinance No. 90-337, Sec. 6; Ordinance No. 90-351, Sec. 1; Ordinance No. 90-372, Sec. 3 and Ordinance No. 91-386C, Sec. 6)

5.02.050 Regional Transfer Charge:

(a) There is hereby established a regional transfer charge which shall be a charge to the users of Metro South Station, Metro Central Station and ~~the Metro/Riedel~~ *MSW Compost Facility*. Such charge shall be collected and paid in the form of an add-on in addition to user fees established by Section 5.02.045 of this chapter.

(b) The following regional transfer charges shall be collected and paid to Metro by the users of Metro South Station, Metro Central Station and ~~the Metro/Riedel~~ *MSW Compost Facility* for the disposal of solid waste generated, originating, collected or disposed within Metro boundaries: For all solid waste \$9.00 per ton delivered.

(c) Regional transfer charges shall not apply to wastes received at franchised processing centers that accomplish materials recovery and recycling as a primary operation.

(Ordinance No. 82-146; amended by Ordinance No. 83-163, Sec. 3; Ordinance No. 85-191, Sec. 5; Ordinance No. 86-212, Sec. 1; Ordinance No. 86-214, Sec. 5; Ordinance No. 88-257, Sec. 8; Ordinance No. 88-278, Sec. 5; Ordinance No. 89-269, Sec. 2; and Ordinance No. 90-337, Sec. 7; Ordinance No. 90-372, Sec. 4 and Ordinance No. 91-386C, Sec. 7)

5.02.060 Payment of Disposal Charges and Surcharges; Credit Policy:

(a) Disposal charges and out-of-state surcharges established pursuant to Sections 5.02.020, 5.02.025 and 5.02.055 of this chapter may be paid in cash, by credit card, or guaranteed check at the time of disposal, or may be paid pursuant to the credit policy established in this section.

(b) For purposes of this section, the following definitions shall apply:

- (1) Account charges are "due" on or before the last day of the month billed and are "past due" thereafter.
- (2) Account charges are "30 days past due" on the first day of the month following billing.
- (3) Account charges are "45 days past due" on the fifteenth day of the month following billing.
- (4) Account charges are "60 days past due" on the first day of the second month following billing.

(c) Persons wishing to dispose of solid waste at Metro disposal facilities on a credit basis shall be required to first submit and have approved an application for credit on a form provided by Metro. That application shall include such provisions as the Metro Executive Officer deems necessary to secure prompt payment. Approval shall be consistent with prudent credit practices.

(d) A finance charge of one and one-half (1-1/2) percent per month (18 percent per annum), computed from the date an account becomes thirty (30) days past due, will be assessed on all accounts which become sixty (60) days past due and will be added to the oldest months charges past due. Finance charges will continue to be assessed on negotiated repayment schedules.

(e) Accounts 45 days past due may be placed on a "cash only" basis until the account is paid in full or brought to within 30 days past due. If an account is allowed to become 60 days past due, permission to dispose of waste at the facility may be denied until the account and finance charges are paid in full.

(f) If, pursuant to subsection (e) of this section, an account is placed on a "cash only" basis more than once during any consecutive 12-month period, or if service is denied because the account is allowed to become 60 days past due, the account may be required to submit a new application for credit. Such new application must be accompanied by a satisfactory payment guarantee bond, or other payment guarantee acceptable to the Executive Officer, which is:

- (1) Effective for one year; and
- (2) Collectable if the account again becomes 60 days overdue during the period of the bond; and
- (3) In an amount equal to 150 percent of the amount due when credit was last suspended or service was denied, whichever is greater.

(g) If a credit customer sells, terminates or makes substantial changes in the scope of their business after their application for credit was approved, they must notify Metro of this sale, termination or substantial change immediately. Credit may be discontinued until and unless an application containing the new information is approved.

(h) Adjustment of accounts receivable and reversing of finance charges will follow prudent credit practices; adjustments over \$500 will be reported to the Council in writing on a monthly basis, and adjustments over \$10,000 will require Council approval.

(i) The Executive Officer may end pursuit of accounts receivable, consistent with prudent credit practices, when the likelihood of collecting does not justify further collection costs. Such actions will be reported to the Council in writing on a monthly basis when the amount exceeds \$500, and amounts over \$10,000 will require Council approval.

(Ordinance No. 82-146, Sec. 11; Ordinance No. 90-350 and Ordinance No. 91-386C, Sec. 8)

5.02.065 Special Waste Surcharge and Special Waste Permit Application Fees:

(a) There is hereby established a Special Waste Surcharge and a Special Waste Permit Application Fee which shall be collected on all special wastes disposed at Metro facilities and

on all Special Waste Permit Applications. Said Surcharge and fee shall be in addition to any other charge or fee established by this chapter. The purpose of the surcharge and permit application fee is to require disposers of special waste to pay the cost of those services which are provided by the Metro Solid Waste Department to manage special wastes. The said surcharge and fee shall be applied to all acceptable special wastes as defined in Metro Code Section 5.02.015.

(b) The amount of the Special Waste Surcharge collected shall be \$4.00 per ton of special waste delivered.

~~(c) The minimum charge collected through all fees for each special waste disposal trip shall be \$15.00.~~

~~(d)~~(c) The amount of the Special Waste Permit Application Fee shall be \$25.00. This fee shall be collected at the time Special Waste Permit Applications are received for processing.

~~(e)~~(d) Lab or testing costs which are incurred by Metro for evaluation of a particular waste may be charged to the disposer of that waste.

(Ordinance No. 85-191, Sec. 6; amended by Ordinance No. 86-214, Sec. 6; Ordinance No. 88-257, Sec. 9; Ordinance No. 90-337, Sec. 8 and Ordinance No. 91-386C, Sec. 9)

5.02.070 Source Separated Yard Debris Disposal Charge:

(a) There is hereby established a reduced disposal fee for Source Separated Yard Debris that shall be collected on all source separated yard debris disposed at the Metro South Station or Metro Central Station. Said disposal charge is in lieu of other Base Disposal Charges, User Fees, Regional Transfer Charges, Rehabilitation and Enhancement Fees, and Certification Non-Compliance Fees that may be required by Sections ~~5.02.020~~, 5.02.025, ~~5.02.041~~, 5.02.040, 5.02.045, ~~5.02.046~~, and 5.02.050 and ~~5.02.075~~ of this chapter. These other fees shall not be collected on waste which is accepted as Source Separated Yard Debris, under the definition of 5.02.015(d). The purpose of the Source Separated Yard Debris Charge is to encourage greater source separation of yard debris so that material is diverted from land disposal at the Columbia Ridge Landfill and is made available for reuse.

(b) The amount of the Source Separated Yard Debris Charge to be collected at the Metro South Station and Metro Central Station shall be ~~\$49.00~~ \$65.00 per ton for Source Separated Yard Debris delivered by Credit and Cash Account Customers.

(c) The minimum charge for Credit and Cash Account Customers delivering Source Separated Yard Debris shall be \$10.00. The minimum charge for the delivery of a single

Christmas tree as Source Separated Yard Debris shall be ~~\$.50~~
\$1.00.

(Ordinance No. 86-210, Sec. 2; amended by Ordinance No. 86-211, Sec. 1; Ordinance No. 86-214, Sec. 7; Ordinance No. 88-257, Sec. 10; Ordinance No. 88-278, Sec. 6; Ordinance No. 89-295, Sec. 4.; and Ordinance No. 90-337, Sec. 9; Ordinance No. 90-372, Sec. 5 and Ordinance No. 91-386C, Sec. 10)

(Metro Code Section 5.02.075 repealed by Ordinance No. 91-386C, Sec. 11)

(Metro Code Section 5.02.080 repealed by Ordinance No. 91-386C, Sec. 12)

5.02.085 Out-of-District Waste:

(a) Solid Waste generated outside of the District shall not be accepted at the ~~St. Johns Landfill~~, Metro South Station, Metro Central Station or ~~Metro/Riedel~~ MSW Compost Facility for disposal unless a special permit to do so is issued by the Metro Executive Officer. Any permit issued shall specify the circumstances justifying such exception. Any permit issued shall be subject to:

- (1) Available landfill or facility capacity considering the capacity needs for disposal of Solid Waste generated within the District;
- (2) No adverse impact upon District rate payers;
- (3) Any Solid Waste authorized to be disposed under this ordinance shall be subject to the same standards and conditions pertaining to "Acceptable Waste" deliveries to the above named facilities; and
- (4) Any additional conditions as specified by the Executive Officer which may be necessary for the safe, efficient or cost effective operation of Metro facilities.

(b) Any special permit issued under Paragraph 1 shall expire in a period of time not to exceed 12 months from date of issuance unless a longer period of time is authorized by the Metro Council. Any renewals or extensions of a permit resulting in a cumulative permit period exceeding 12 months shall require the approval of the Metro Council.

(c) Any special permit issued by the Executive Officer may be revoked upon thirty (30) days notice to the permit holder.

(d) Any permit for a monthly tonnage in excess of one thousand tons (1,000) per month must be referred to Council prior to the approval.

(Ordinance No. 90-352, Sec. 2; amended by Ordinance No. 91-386C, Sec. 13)

5.02.090 Emergency Clause

This ordinance being necessary for the preservation of the public health, safety and welfare, an emergency is declared to exist and the effective date of the ordinance amendments contained herein shall be July 1, 1992. ~~effective date is made in conformity with the requirements of ORS 268.515 (7) requiring user or service charges not to become effective until 65 working days after passage of the ordinance.~~

ADOPTED by the Council of the Metropolitan Service District this _____ day of _____, 1992.

Jim Gardner, Presiding Officer

RC:ay
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April 28, 1992

STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 92-455, FOR THE PURPOSE OF
AMENDING METRO CODE CHAPTER 5.02, ESTABLISHING SOLID
WASTE DISPOSAL RATES FOR FY 1992-93.

Date: April 28, 1992

Presented by: Bob Martin
Roosevelt Carter

FACTUAL BACKGROUND AND ANALYSIS

Metro's Solid Waste Disposal rates were last increased on July 1, 1991. Ordinance No. 92-455, will increase the overall Solid Waste Disposal System Rate at the Metro South Station, the Metro Central Station and the MSW Compost Facility.

The System Rate increase reflects the FY 1992-93 budgeted costs of shipping and disposing at least 90 percent of Metro's general purpose and/or residual waste at the Columbia Ridge Landfill. It also reflects capital improvement (principle and interest payments) and operating costs associated with the Metro South Station, the Metro Central Station and the MSW Compost Facility. Other rate covered expenses include Household Hazardous Waste facility costs at Metro South and Metro Central Stations, ongoing operational expenses at the St. Johns Landfill and a \$1 million scheduled contribution to the Closure Reserve Account.

Based on the above recommendations, rates will be revised as follows:

	<u>Current Rate</u>	<u>Recommended Rate</u>
Metro South Station		
(per ton)	\$66.75	\$73.25
Self-Haul (minimum)	15.00	19.00
Metro Central Station		
(per ton)	66.75	73.25
Self-Haul (minimum)	15.00	19.00
MSW Compost Facility		
(per ton)	\ 66.75	73.25

In addition to these Metro rates we will also be required to collect \$0.15 per ton for the DEQ Orphan Site Account and \$1.10 per ton for the DEQ Promotion Program Fee pursuant to Oregon State statute adopted by HB 3515. Rehabilitation and Enhancement fees of \$.50 per ton for projects within the immediate areas surrounding landfills and other solid waste facilities will also be added.

FEE DEFINITIONS

Metro Disposal System means Metro South Station, Metro Central Station, MSW Compost Facility, Columbia Ridge Landfill and such other facilities, or contracts for service with Metro which transfer or cause solid waste to be disposed at the Columbia Ridge Landfill or other disposal facility.

Metro Waste Management System means all associated Metro solid waste services related to management of the whole recycling, processing and disposal system, including administrative, planning, financial, engineering and waste reduction activities.

Disposal Fee means those fees which pay the direct unit costs of transportation and disposal of general purpose solid waste to a landfill. Major cost components are: the long haul transport contract and the Oregon Waste System disposal contract.

Regional User Fee (Tier One) means those fees which pay for fixed costs associated with administrative, financial and engineering services and waste reduction activities of the Metro Waste Management System. Contingency fees on all costs and general transfers to solid waste funds and other departments for direct services are included in this fee. This fee is collected on all solid waste originating or disposed within the region.

Metro User Fee (Tier Two) means those fees which pay for fixed costs of the Metro Disposal System. This fee is imposed upon all solid waste delivered to any Metro Disposal System facility which delivery will affect Metro's reserved space capacity at the Columbia Ridge Landfill. Fixed costs of the Oregon Waste Systems disposal contract, the long haul transport contract, debt service and capital items directly related to the facilities are paid through this fee.

Regional Transfer Charge means those fees which pay the direct unit operating costs of the Metro transfer stations and compost facility. This fee is imposed upon all solid waste delivered to Metro Disposal System facilities.

Enhancement Fees means those fees which are used to pay for rehabilitation and enhancement projects in the areas immediately surrounding Metro Disposal System facilities.

Meeting Date: May 14, 1992
Agenda Item No. 7.1

RESOLUTION NO. 92-1608

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 92-1608, FOR THE PURPOSE OF AUTHORIZING A SOLE-SOURCE CONTRACT WITH CHARLES SAX, AIA, TO CREATE A BOOKLET: MEET "MRF" AN INTRODUCTION TO MATERIALS RECOVERY FACILITIES AND TRANSFER STATIONS

Date: May 6, 1992

Presented by: Councilor Hansen

Committee Recommendation: At the May 5 meeting, the Committee voted 4-0 to recommend Council adoption of Resolution No. 92-1608. Voting in favor: Councilors Buchanan, Hansen, Van Bergen and Wyers.

Committee Issues/Discussion: Katie Dowdall, Solid Waste Staff, explained that the purpose of the resolution is to authorize a contract with Charles Sax for the production of a booklet related to the locating of material recovery and transfer station facilities in local communities. The booklet would explain how such facilities operate in an effort to overcome traditional negative local reaction to the siting of such facilities.

Dowdall noted that Mr. Sax, Metro and DEQ have applied for a \$35,000 Federal EPA grant to produce the booklet which would be distributed nationwide. Mr. Sax would receive \$25,100 for writing and illustrating the booklet and \$9,900 would pay for the design and printing of the booklet. Metro's role in the production of the booklet would be noted on the inside cover. Dowdall indicated that Metro's costs associated with the project would be limited to \$3,000 of in-kind staff time.

Councilor Van Bergen asked for background information on Mr. Sax. Dowdall noted that he is a Portland-based architect who has designed many material recovery and transfer station facilities.

Councilor Wyers expressed concern that the booklet not promote material recovery to the detriment of other waste reduction processes, such as source separation. Dowdall noted that the purpose of the booklet was not to specifically promote material recovery facilities, but to combat fears that local residents have about locating material recovery and transfer facilities in their communities. She explained that Metro would have final review authority concerning the booklet.

Wyers noted that material recovery may not even be a preferred method of waste reduction. Bob Martin explained that material recovery efforts at Metro Central reduced the number of trips to the Arlington Landfill by 2,000.

Councilor Hansen and Bob Martin both noted that such a booklet would be beneficial in addressing NIMBY issues related to facility siting.

Councilor Wyers asked how much Metro staff time would be involved in the production of the booklet. Dowdall indicated that the maximum would be 20 hours.

Councilor Van Bergen asked who would own the rights to the booklet. Dowdall indicated that there would be joint ownership by Metro and the Federal EPA, with each having camera-ready copies available for reproduction.

**BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT**

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 92-1608
A SOLE-SOURCE CONTRACT WITH)	
CHARLES SAX, AIA TO CREATE A	)	Introduced by Rena Cusma,
BOOKLET: Meet "MRF" An Introduction	)	Executive Officer
to Materials Recovery Facilities and)	
Transfer Stations)	

WHEREAS, There will be a significant increase in the number of materials recovery facilities (MRFs) and transfer stations proposed in the decade; and

WHEREAS, Communities tend to resist the building of MRFs and transfer stations due to limited knowledge as to what these facilities are and what they do; and

WHEREAS, Charles Sax, AIA has already recognized the need and conceptualized a simple, cost effective way to create, design and author a booklet to educate the public about these facilities; and

WHEREAS, The Council of the Metropolitan Service District has a unique opportunity to receive a one-time grant from the US Environmental Protection Agency (EPA) to create that booklet, entitled *Meet 'MRF' an Introduction to Materials Recovery Facilities and Transfer Stations*; and

WHEREAS, This grant will fund the creation of a four-color booklet with text and illustrations explaining what MRFs and transfer stations are, what they do, and why they're critical links in the solid waste stream; and

WHEREAS, It is unlikely that this one-time exemption will encourage favoritism in the award of, or substantially diminish competition for public contracts, but instead serve as an expedient and effective means for substantial cost savings now and in the future; and

WHEREAS, This Resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now, therefore,

BE IT RESOLVED,

The Metro Council as Contract Review Board hereby exempts the above described bid project from competitive bidding requirements and authorizes a sole-source contract with Charles Sax, AIA, pursuant to Chapter 2.04.060 of the Metro Code.

ADOPTED by the Council of the Metropolitan Service District this _____ day of _____, 1992.

Jim Gardner, Presiding Officer

man092-1608.res

EXHIBIT " A "

Contract No. _____

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation organized under ORS Chapter 268, referred to herein as "Metro," located at 2000 S.W. First Avenue, Portland, OR 97201-5398, and Charles Sax , AIA, referred to herein as "Contractor," located at 320 S.W. Stark Street, Portland, Oregon 97204.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This personal services agreement shall be effective July 1, 1992, and shall remain in effect until and including November 1, 1992, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the maximum sum of TWENTY-FIVE THOUSAND ONE HUNDRED AND 00/100THS DOLLARS (\$25,100), in the manner and at the time specified in the Scope of Work.
4. **Insurance.**
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering personal injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence, \$250,000 per person, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as

ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its

performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. **Right to Withhold Payments.** Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. **State and Federal Law Constraints.** Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. **Assignment.** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

13. **Termination.** This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor five days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. **No Waiver of Claims.** The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

15. **Modification.** This Agreement is the entire agreement between the parties, and may only be modified in writing, signed by both parties.

CONTRACTOR

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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SCOPE OF WORK
CHARLES SAX, AIA

Meet "MRF" An Introduction to Materials Recovery Facilities and Transfer Stations

The \$35,000 requested from the EPA together with the \$3,000 of Metro match funding will allow Metro to engage the originating consultant Charles Sax, AIA to write, edit, illustrate and aide in production coordination of the four color booklet entitled *Meet "MRF" An Introduction Materials Recovery Facilities and Transfer Stations*. This project requires a sole source designation of the originating consultant by the Metro Council.

Distribution:

Grant funds will be used to print an estimated 1,500 booklets and to prepare two complete sets of camera ready art. Seven hundred and fifty booklets and one set of camera ready art will be sent to EPA/Washington D.C. Seven hundred and fifty booklets and the other set of camera ready art will remain at Metro. Either agency will be able to distribute sample quantities of the booklet and loan camera ready art to interested agencies, individuals and groups.

Two sets of templates designed for an 8 1/2" x 11" insert describing a local project will be provided. This will allow local agencies to conveniently and inexpensively promote a local projected.

General Notes:

Drafts of the document will be sent to individuals and organizations in industry and government for review and comment. The general public will be included in the review process.

Originating consultant will provide:

- Research
- Writing
- Editing
- Illustrations
- Review process
- Production coordination
- Project administration

Expenses:

Originating Consultants expenses are described in the Project Budget for a total cost of \$25,100.

Time Frame:

The project will be completed four months following approval of the grant.

Payment:

For mutual consideration, the parties agree that compensation shall be made in the following manner.

- Metro will advance \$15,000 to contractor as of July 1, 1992.
- Upon completion and delivery of project, Metro will make the final payment of \$10,100 to contractor.

Metro: EPA Grant Proposal for MRF Booklet								
Project Budget Estimate 4.12.92								
Item	Hourly rates				Extensions			
	75	60	50	40	\$	\$	\$	
Metro/Project Development								
Proposal preparation /adm.			20					hrs at \$30 = 600
Sub total								\$600
Metro/Graphic design								
Meetings: Janice	6							450
Meetings: Sue			4					200
Graphic design			11					550
Production				24				960
Printing coordination				6				240
Sub total								\$2,400
Pre-printing costs								
Color separations								3400
Computer output								950
Board mechanicals								50
Misc production costs/comps								150
Reprographic								200
Sub total								\$4,750
Printing and shipping costs								
1500 4C Self cover books								4800
Camera ready art								200
Packaging and shipping								150
Sub total								\$5,150
Originating Consultant								
Research	24			16				2440
Writing	112							8400
Editing				24				960
17 Illustrations @ \$500 avg ea								8500
Review process	16	8		8				2000
Production coordination	12		4					1100
Meetings and project admin	18		7					1700
Sub total								\$25,100
Total Grant Request								
								\$38,000
Deduct if 3 color printing instead of 4 color								\$4,000
Total Metro in-kind services						\$3,000	8%	

**METROPOLITAN SERVICE DISTRICT
REQUEST FOR FEDERAL ASSISTANCE
FY 92**

- Grantee Agency:** Metropolitan Service District
2000 S.W. First Avenue, Portland, OR 97201
(503) 221-1646
- Type of Agency:** The Metropolitan Service District (Metro) was created by the Oregon Legislature in 1977 and approved by the voters of Clackamas, Multnomah and Washington counties in 1978 as a directly elected regional government. Metro is governed by a 12-member Council elected by sub-districts in the region and an executive officer elected region wide. Metro serves over 1.2 million residents of the urban areas of the three counties.
- Executive Officer:** Rena Cusma
- Presiding Officer:** Jim Gardner, District #3
- Department Head:** Bob Martin, Solid Waste Director
Staff Contact: Katie Dowdall, Community Enhancement Coordinator
- Originating Consultant:** Charles Sax, AIA, Sax Associates Architects,
320 S.W. Stark St., Portland, OR 97204
- Funding Request:** Metro is seeking a one-time EPA grant of \$38,000 to produce and publish a booklet *Meet "MRF" An Introduction to Materials Recovery Facilities and Transfer Stations.*

A PROPOSAL FOR EPA FUNDING OF A PUBLICATION PROJECT:

A BOOKLET TITLED
Meet "MRF"
An Introduction to Materials Recovery Facilities
And Transfer Stations

submitted by
Metropolitan Service District (Metro)
2000 S.W. First Avenue
Portland, OR 97201-5398
(503) 221-1646 FAX (503) 273-5586

FUNDING REQUEST

Metro seeks a one time grant of \$38,000 to create a booklet entitled, *Meet "MRF" An Introduction to Materials Recovery Facilities and Transfer Stations.*

BACKGROUND

There will be a significant increase in the number of materials recovery facilities (MRFs) and transfer stations proposed in this decade. Because of citizen objections, many will not be built or will be significantly delayed, and almost all will be subjected to increased costs because of citizen objections. Community hostility kills projects, affects location, and lengthens the siting and approval process. It is the classic NIMBY phenomenon.

Governments and regulatory agencies respond accordingly. Anticipating negative responses, agencies attach special conditions to proposed facilities specifically aimed at defusing public objection. These specified site limitations, building elements, mechanical systems, and operating conditions, raise the costs of property acquisition, site development, building construction, and impose long term additional operating expenses — despite the fact that most of the conditions are stricter than those typically imposed on comparable industrial type facilities.

Every unbuilt facility slows solving one of the nation's significant environmental problems. Each site relocation, and protracted approval process, adds costs. The result is increasing disposal costs, and a net increase in the national cost of managing solid waste.

There is a simple explanation and an inexpensive solution. Communities resist these building types because the public has little knowledge of what these facilities are, and what they do. Fear of these unfamiliar building creates active resistance. This lack of understanding is the critical, unrecognized, reason for the difficulty in siting and approving these facilities. The solution is to educate the public about these facilities in a simple, cost effective way.

PROPOSAL

This grant will fund creation of an appropriately designed booklet, targeting a public audience, explaining what MRF's and transfer stations are and do. The document will provide the information necessary to affect public opinion. No one has yet perceived or addressed this issue. EPA has a unique opportunity to provide a simple solution with modest cost.

USERS AND USES

Anticipated users are: the public, regulatory agencies, state and local governments, advocacy groups, activists, developers, facility operators and community associations.

Agencies and developers can use the document as information handouts, and for community events, and facility tours. MRFs and transfer stations are a new class of public building attracting many visitors, especially school children. Schools will find the publication valuable for environmental/recycling education programs.

DISTRIBUTION

Grant funds will be used to print an estimated 1,500 booklets and to prepare two complete sets of camera ready art. Seven hundred and fifty booklets and one set of camera ready art will be sent to EPA/Washington D.C. Seven hundred and fifty booklets and the other set of camera ready art will remain at Metro. Either agency will be able to distribute sample quantities of the booklet and loan camera ready art to interested agencies, individuals and groups.

Two sets of templates designed for an 8 1/2" x 11" insert describing a local project will be provided. This will allow local agencies to conveniently and inexpensively promote a local project.

GENERAL NOTES

Drafts of the document will be sent to individuals and organizations in industry and government for review and comment. The general public will be included in the review process.

EPA GRANT CONTRIBUTION

The \$35,000 requested from the EPA together with the \$3,000 of Metro match funding will allow Metro to create this project, engage the originating consultant, print the document and provide the two sets of camera ready art. This project requires a sole source designation of the originating consultant by the Metro Council.

Expenses are described in the Scope of Work and under the Project Budget.

SCOPE OF WORK/TIME SCHEDULE

Metro shall undertake the program and perform all activities described in the Scope of Work. The project will be completed four months following approval of the grant.

Metro will provide:

- Graphic Design
- Graphic Mechanicals
- Graphic Design for the booklet
- Graphic Design for an 8 1/2" x 11" insert template
- Production Coordination
- Printing Coordination
(The booklet will be identified as printed on recycled paper with soy base inks)
- Printing
(Metro will take all reasonable measures to use a Disadvantaged Business Enterprise)
- Project Administration
- Grant writing
- Personal service agreement with originating consultant

Originating consultant will provide:

- Research
- Writing
- Editing
- Illustrations
- Review process
- Production coordination
- Project administration

Deliverables:

- 1,500 booklets, packaged and shipped from printer:
750 to EPA/Washington D.C.
750 to Metro
- Two sets of camera ready art
- Two templates for an 8 1/2" x 11" insert for local messages

Metro: EPA Grant Proposal for MRF Booklet								
Project Budget Estimate 4.12.92								
Item	Hourly rates				Extensions			
	75	60	50	40	\$	\$	\$	
Metro/Project Development								
Proposal preparation / <i>Administration</i>						600		
Sub total							\$600	
Metro/Graphic design								
Meetings: Janice	6					450		
Meetings: Sue			4			200		
Graphic design			11			550		
Production				24		960		
Printing coordination				6		240		
Sub total							\$2,400	
Pre-printing costs								
Color separations						3400		
Computer output						950		
Board mechanicals						50		
Misc production costs/comps						150		
Reprographic						200		
Sub total							\$4,750	
Printing and shipping costs								
1500 4C Self cover books						4800		
Camera ready art						200		
Packaging and shipping						150		
Sub total							\$5,150	
Originating Consultant								
Research	24			16		2440		
Writing	112					8400		
Editing				24		960		
17 Illustrations @ \$500 avg ea						8500		
Review process	16	8		8		2000		
Production coordination	12		4			1100		
Meetings and project admin	18		7			1700		
Sub total							\$25,100	
Total Grant Request								
Deduct if 3 color printing instead of 4 color						\$4,000		\$38,000
Total Metro in-kind services					\$3,000		8%	

Meet "MRF" *An Introduction to Materials Recovery Facilities and Transfer Stations*

Outline of proposed document for EPA Revised: 2/17/92

Target audience: General public in non-technical language

Concept format: 16 pages @ 8-1/2" x 8-1/2" Three color printing

Page 1	Cover Meet "MRF" <i>An Introduction to Materials Recovery Facilities and Transfer Stations</i> Illustrations: <i>Drawing of generic MRF used throughout the booklet.</i> <i>Alternate: Aerial view of urban landscape with MRF in foreground and landfill in the distance.</i>
Page 2	Inside Front Cover Credits
Page 3	Introduction Why this publication was created. How MRFs function as the new gateway to the landfill. Illustration: <i>Aerial view of urban landscape with MRF in foreground and landfill in the distance.</i> <i>Alternate: Drawing of generic MRF used throughout the booklet.</i>
Page 4	What's a MRF? MRF defined generically. Other designations and missions. Transfer Stations defined. Differences between MRFs and Transfer Stations. Illustration: <i>Cutaway drawing of generic MRF used throughout the booklet.</i>
Page 5	What Does a MRF Do? What happens in a MRF. How MRFs and Transfer Stations fit in the disposal process: Relationship to landfill, gateway concept, local and long haul disposal. Alternate missions. Illustration: <i>A typical "line."</i>
Page 6	How do MRF Projects Get Started? Project origination, and sponsorship: Public projects, private developers, public-private partnerships. Project elements: waste stream characteristics, recovery goals, operating criteria. input/output driven, throughput, curbside program integration. Illustration: <i>A public meeting with maps on wall in background.</i>
Page 7	How are Projects are Designed and Built? Development strategies: public, private, public/private. Construction strategies: traditional, design/build, fast track. Illustration: <i>A construction site with equipment and workers.</i> <i>Alternate: An architect/engineer at a computer with the screen showing a plan or elevation.</i>

Page 8

How are MRF Sites Selected?

Location factors: sources of waste, destination of residue, permitting, transportation access, traffic impact, compatibility with adjacent sites.
Technical factors: geotechnical and topographic concerns, zoning, regulatory issues, political issues, site visibility.
Mitigating off-site impacts: litter and traffic.
Political factors: community relations, business and neighborhood groups.
Site size—rule of thumb.

Illustrations:

A survey crew at work.
Aerial view of a site before development.

Page 9

How is the Site Arranged?

Site development concepts: site design driven vs. internal layout driven.
On-site traffic arrangement principles: separation of commercial, curbside, public /self-haul, buy-back, and queuing.
Site elements: gatehouse, office, fuel stations, wash station, vehicle maintenance facilities.

Illustrations:

Aerial view of a site after the facility is built.
A site development plan.
A queue of packer trucks, pickups, and passenger cars.

Page 10,11

What Happens Inside the Building?

Two page layout

Waste receiving strategies and alternatives: commercial and public.
Program elements: curbside program, buy-back center, processing alternatives, equipment alternatives, yard waste, office, staff and visitor facilities
Loadout alternatives: Top loading and compaction.
Mitigating environmental concerns: dust, odor, vectors.
Enclosure alternatives: Pre-engineered metal buildings and conventional construction.
Exterior design.

Illustrations:

Typical floor plan or exploded perspective view.
Illustrations of various types of separating equipment.

Page 12

What About Health and Safety at a MRF?

Complying with regulatory provisions.
Housekeeping and cleanliness at the MRF.
Do hazardous wastes go to a MRF?
Definition of hazardous waste.
Dealing with unacceptable and household hazardous wastes at the MRF?

Illustration:

Workers in protective gear on a sorting line or in a collection area.

Page 13

How Much Does a MRF Cost?

Hard cost elements: land, building, equipment.
Soft cost elements: Site search, survey, soils investigation, and engineering (waste composition studies, environmental reports, project development).
Continuing costs: staff, operations, maintenance.

Illustration:

A ledger sheet with various relevant categories.

Page 14

Where Does the Money Come From?

Public projects: project financing, bonds, tipping fees.

Private projects: Capital investment strategy.

Public/Private projects: custom mix of financing with examples.

Impact on the individual through tipping fees, taxes and collection rates.

Illustration:

A gatehouse transaction, pickup at a home, a bond certificate, tax statement.

Page 15

Inside Back Cover

Summary and Conclusion

Review of key points.

Role of regulatory process.

Role of informed citizenry.

References.

Illustration:

Children getting off a school bus and entering a MRF.

Page 16

Back Cover

Address and mailing format.

1

WHAT IS A MRF?

An Introduction to Materials Recovery Facilities and Transfer Stations

ENR Media Group


2

Page 2 Inside Front Cover Photo Illustration Credits

3

MEET "MRF"

Bylines with "cut" The goal of this document is to provide understanding of what MRFs and Transfer Stations do, and don't do.



Often, misunderstandings are being and doing throughout the United States. Many facilities, designed to maintain environmental standards, are being built much faster than ever from the materials they serve. Materials Recovery Facilities (MRF) and Transfer Stations serve as the gateway to these new destinations. Many people have little idea what goes on in these facilities. This understanding and appreciation are often the reasons why these facilities fail to get approval from the communities where they are located. It is essential to the public to have a clear understanding of what MRFs and Transfer Stations do, and don't do.

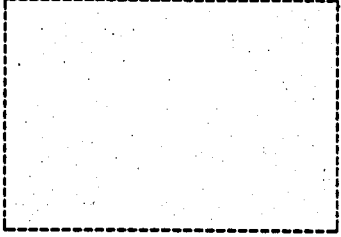
It will help to understand several terms used in this booklet:

- Mixed-solid waste is unsorted wet and dry garbage, or anything that is disposed.
- Source separated materials are all the dry materials which are separated from the waste stream. Separated means they have been divided into their individual category at the source, before or during the course of separation, starting from the last separated curbside recycling/paper/food/organics and fully separated.
- Residue is the material left over after recycling and processing operations. Residue goes to landfill.

Another area of "public confusion" regarding MRFs and Transfer Stations is:

4

WHAT'S A MRF?

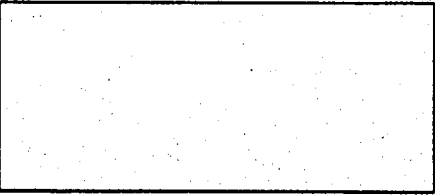


A MRF is a facility where recyclable materials are separated from a waste stream. The term "MRF" stands for Materials Recovery Facility. Materials are either processed by fully (FF), or an intermediate processing center (PC), they do the same thing they separate, compact, store, and ship recyclables. Other non-recyclable materials have been separated at their source before going to the MRF.

A transfer station which accepts FF is a facility where solid waste is collected for shipment to a more distant location. Typically, solid waste is dropped at the station from garbage trucks, often accompanied in some form, and then loaded into large trucks or containers, for shipment to a landfill or other destination. Materials transfer stations process a portion of the waste received to meet regulations.

5

WHAT DOES A MRF DO?



The amount and complexity of processing in plants varies considerably from one plant to another. The number of source separated materials that large facilities are designed to accommodate varies from a wide range of materials. Some MRFs use sophisticated equipment to extract recyclables from unsorted waste. Most of the waste is sorted off-hand sorting.

It is important to note that waste-to-energy facilities are not typically found throughout the country as well as at the community level. This means that MRFs and transfer stations will vary depending on the community they are located in.

Typically, source separated waste enters at a MRF from commercial collection, curbside programs, public or voluntary transfer from other facilities, and from public drop-off or collection centers. Most facilities are not designed for sorting of unsorted waste.

6

HOW DO MRF PROJECTS GET STARTED?

Project originator and sponsor:
Public Projects, Public Developers, Public-Private Partnerships
Private Developer

What state departments, recovery grants, operating grants, Program Improvement Grants, etc.

It will help to understand current laws used in the location

It will help to understand current laws used in the location

It will help to understand current laws used in the location

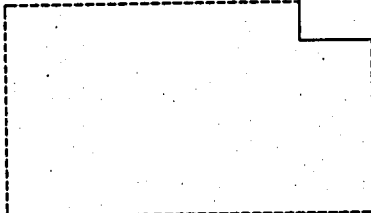
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It will help to understand current laws used in the location

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7

HOW ARE PROJECTS DESIGNED AND BUILT?



Development alternatives: Public, Private, Public-Private
Construction strategies: Traditional, Design-Build, Fast-Track
It will help to understand current laws used in the location

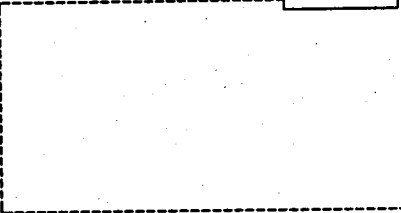
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It will help to understand current laws used in the location

It will help to understand current laws used in the location

8

WHAT HAPPENS INSIDE THE BUILDING?



What recycling strategies and alternatives
Location alternatives: By building and construction
Program elements: Curbside programs, Drop-off centers, Processing alternatives, Equipment storage, Wash centers, Oils, Fuel and other facilities
Pricing environmental services: Short, mid, long term

It will help to understand current laws used in the location



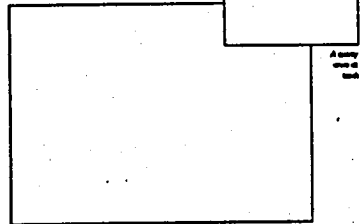
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10

HOW ARE MRF SITES SELECTED?

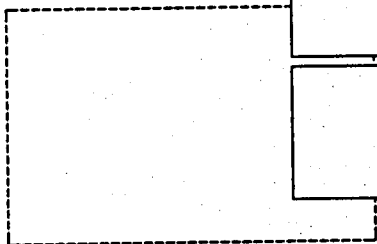


Location alternatives: Curbside programs, Drop-off centers, Processing alternatives, Equipment storage, Wash centers, Oils, Fuel and other facilities
Pricing environmental services: Short, mid, long term

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11

HOW IS THE SITE ARRANGED?



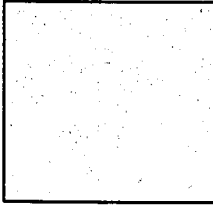
Location alternatives: Curbside programs, Drop-off centers, Processing alternatives, Equipment storage, Wash centers, Oils, Fuel and other facilities
Pricing environmental services: Short, mid, long term

It will help to understand current laws used in the location

It will help to understand current laws used in the location

It will help to understand current laws used in the location

WHAT ABOUT HEALTH AND SAFETY AT A MRF?



Remember to provide general reading for

Complying with health/safety regulations
 Hazardous waste at the MRF
 Biohazardous waste go to off-site
 What happens when incompatible and hazardous
 materials come across to the MRF?

Complying with health/safety regulations
 Hazardous waste at the MRF
 Biohazardous waste go to off-site
 What happens when incompatible and hazardous
 materials come across to the MRF?

HOW MUCH DOES A MRF COST?

Most cost elements stand holding equipment
 Not cost elements the most, heavy fuel
 Insulation, Engineering (When competition
 exists, Environmental reports/Project develop-
 ment)
 Controlling costs and operations, maintenance
 Not cost elements stand holding equipment
 Not cost elements the most, heavy fuel
 Insulation, Engineering (When competition
 exists, Environmental reports/Project develop-
 ment)
 Controlling operational operations, maintenance
 Not cost elements stand holding equipment
 Not cost elements the most, heavy fuel
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 Not cost elements the most, heavy fuel
 Insulation, Engineering (When competition
 exists, Environmental reports/Project develop-
 ment)

Remember to budget when all other costs are complete

WHERE DOES THE MONEY COME FROM?

Public projects/Project financing/Lease, Equity fee
 Private projects/Capital investment strategy
 Public/Private: Custom role of financing with
 examples
 Support on the individual through Equity fee, lease
 and maintenance
 Public projects/Project financing/Lease, Equity fee
 Private projects/Capital investment strategy
 Public/Private: Custom role of financing with
 examples
 Support on the individual through Equity fee, lease
 and maintenance
 Public projects/Project financing/Lease, Equity fee
 Private projects/Capital investment strategy
 Public/Private: Custom role of financing with

Remember to provide general reading for



Basic Book Case

Public/Private
 Role of regulatory process
 Role of financial theory
 Balance

Remember to provide general reading for
 using a MRF
NOT

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 92-1608 FOR THE PURPOSE OF AUTHORIZING A SOLE-SOURCE CONTRACT WITH CHARLES SAX, AIA TO CREATE A BOOKLET ENTITLED *Meet "MRF" An introduction to Materials Recovery Facilities and Transfer Stations.*

Date: April 20, 1992

Presented by: Katie Dowdall

Proposed Action

Adoption of Resolution No. 92-1608 waives competitive bidding procedures and authorizes the execution of a sole-source personal services agreement with Charles Sax, AIA to create the booklet *Meet "MRF" An Introduction to Materials Recovery Facilities and Transfer Stations* which is being produced by Metro when funded by a one time EPA grant.

Factual Background and Analysis

There will be a significant increase in the number of materials recovery facilities (MRFs) and transfer stations proposed in this decade. Many will not be built or will be significantly delayed, and almost all will be subjected to increased costs because of citizen objection. Community hostility kills projects, affects location, and lengthens the citing and approval process. It is the classic NIMBY phenomenon.

Governments and regulatory agencies try to anticipate such negative responses and tend to attach special conditions to proposed facilities specifically aimed at avoiding and defusing predictable public concerns. Those self-imposed site limitations, building requirements, special mechanical systems and restricted operating conditions are often stricter than those imposed on comparable industrial facilities and they increase property acquisition, site development, building construction and other costs including the long-term operating expenses of such facilities.

Every unbuilt facility slows the solution to one of the nation's most significant environmental problems. Each protracted approval process or site relocation adds to our environmental debt. The result is escalating site disposal and solid waste management costs which could be avoided. The solution is in a simple, cost effective means to educate the public and disarm prevailing fears.

In January, 1992 Charles Sax of Sax Associates, Architects, AIA, met with Judith Mandt and Katie Dowdall to address these NIMBY issues. They acknowledged that MRFs and transfer stations are critical links in the solid waste stream and yet most people know very little about their function and operation.

Mr Sax outlined his concept of designing a booklet which would target a national audience and explain what MRFs and transfer stations are and do. It would be utilized by public agencies and developers as an information handout and distributed at community events and facility tours. If user friendly, it could help displace the fears associated with these buildings and the

subsequent difficulties in their citing and approval. It would provide the information necessary to affect public opinion as no one has to date. It could be a unique opportunity to provide at modest cost a very valuable, high quality, nationally published and environmentally responsible document.

Therefore, Metro applied in April, 1992 for a one-time grant from EPA to fund this creative booklet entitled *Meet "MRF" An Introduction to Materials Recovery Facilities and Transfer Station*. This four-colored booklet with text and illustration will cost effectively explain what MRFs and transfer stations are and do, thereby providing the information necessary to affect public opinion.

Metro will contribute \$3,000 of in kind service for staff time. Metro will provide graphic design, graphic mechanicals, graphic design for an insert template, production coordination and printing coordination. The booklet will be consistent with the high quality graphic standards associated with Metro products. Metro will maintain graphic integrity and continuity. The booklet will be identified as printed on recycled paper with soy base inks.

The EPA grant of \$35,000 will pay the \$9,900 for printing and shipping costs and \$25,100 for the originating consultant's costs. The consultant's costs include research, writing, editing, illustrating, review process, production coordination and project administration.

Two sets of templates designed for an 8 1/2" x 11" insert describing a local project will be provided. This will allow local agencies to conveniently and inexpensively promote a local project.

Sole-Source Justification

The proposed personal services agreement with Charles Sax is considered a sole-source because he is the originating author who perceived the need for and conceptualized the use of an appropriately designed booklet, to target a public audience and explain what MRFs and transfer stations are and do.

Budget Impact

FY 1992-93

\$35,000 EPA grant pass through to pay costs for:

 \$ 9,900 Printing and shipping expenses

 \$25,100 Originating Consultant's costs

\$ 3,000 Metro in kind staff time contribution

\$38,000 Total cost of creating, producing, printing and shipping 1,500 booklets

Executive Officer's Recommendation:

The Executive Officer recommends approval of Resolution No. 92-1608.

Meeting Date: May 14, 1992
Agenda Item No. 7.2

RESOLUTION NO. 92-1614A



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

DATE: May 7, 1992

TO: Metro Council
Executive Officer
Interested Parties

FROM: Paulette Allen, Clerk of the Council

RE: AGENDA ITEM NO. 7.2; RESOLUTION NO. 92-1614 *PA*

Because of the volume of that RFB document, the "St. Johns Landfill Groundwater Monitoring Well Improvements and Piezometer Installation RFB #92B-13-W" has been printed separately from the Council agenda and will be distributed in advance to Councilors and available at the Council meeting May 14, 1992.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 92-1614, FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF A REQUEST FOR BIDS FOR GROUNDWATER MONITORING WELL IMPROVEMENTS AND PIEZOMETER INSTALLATION AT ST. JOHNS LANDFILL

Date: May 6, 1992

Presented by: Councilor Van Bergen

Committee Recommendation: At the May 5 meeting, the Committee voted 3-0 to recommend Council adoption of Resolution No. 92-1608. Voting in favor: Councilors Hansen, Van Bergen and Wyers.

Committee Issues/Discussion: Joanna Karl, Engineering and Analysis Staff, explained that the resolution would authorize issuance of an RFB for work to address a DEQ request that Metro make certain improvements in the groundwater quality monitoring well system at the St. Johns Landfill. DEQ also is requiring the installation of piezometers to measure groundwater levels.

Karl noted that the RFB has been reviewed internally, by the DEQ, and by Parametrix, which provides Metro with engineering services related to the landfill closure. Karl offered several technical amendments to the RFB based on comments from those who reviewed the proposal. For example, the RFB now provides that the well installation contractor have experience in drilling wells in a landfill.

Jim Watkins, Engineering and Analysis Manager, explained that the contract would be for five years, the approximate length of the major closure work at the landfill. Watkins noted that the original estimated cost of \$363,000 was developed by Metro staff. This amount is included in the FY 92-93 budget. An outside review indicates that the cost of the proposed work will be \$330,000, plus or minus 30 percent.

Watkins indicated that the bulk of the well development, abandonment and improvement work and the installation of the piezometers will be completed during the first year of the contract. The work during the remaining years of the contract will primarily be repair and maintenance of the well and piezometer systems. Bidders will be submitting a per hour charge for up to 300 hours of work during the last four years of the contract. Watkins indicated that work during the initial year of the contract would cost about \$240,000. This work was originally estimated to cost \$200,000, but DEQ is now requiring the installation of additional wells and piezometers.

Councilor Van Bergen asked legal counsel what DEQ's general regulatory authority was in this area. Todd Sadlo, Senior Assistant Counsel, indicated that he would review the applicable statutes and rules and respond at a future date.



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

To: Solid Waste Committee Members

From: John Houser, Council Analyst

Date: April 29, 1992

Re: Resolution No. 92-1614, For the Purpose Authorizing Issuance of a Request for Bids for Groundwater Monitoring Well Improvements and Piezometer Installation at St. Johns Landfill

Resolution No. 92-1614 is scheduled for committee consideration at the May 7 meeting.

Background

The DEQ has advised Metro that it will require the installation of additional groundwater monitoring equipment as part of the closure of the St. Johns Landfill. The RFB would be for a five-year contract. A majority of the work including well construction and abandonment, piezometer installation and various maintenance activities would be completed during the first year of the contract. Additional work in subsequent years of the contract would include maintenance, repair and possible replacement of wells as deemed necessary. The five-year contract will cover the entire closure construction period at the landfill.

The proposed FY 92-93 budget includes \$363,000 for the major construction work associated with the contract. It is anticipated that compensation for the remaining years of the contract would be at an hourly rate agreed upon in the contract.

Issues and Questions

The committee may wish to address the following issues related to the resolution:

- 1) How was the estimated cost of the proposed work during FY 92-93 determined?
- 2) Does staff have any estimate as to the potential cost of the remaining four years of the proposed contract?
- 3) Was the cost of this project included in the original cost estimate for the closure of the landfill?

**BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT**

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 92-1614A
ISSUANCE OF A REQUEST FOR BIDS)	
FOR GROUNDWATER MONITORING WELL	)	Introduced by Rena Cusma,
IMPROVEMENTS AND PIEZOMETER	)	Executive Officer
INSTALLATION AT ST. JOHNS LANDFILL)	

WHEREAS, It is in the public interest that the St. Johns Landfill closure process move forward in an expeditious manner; and

WHEREAS, A Water quality monitoring plan has been submitted to the Oregon Department of Environmental Quality (DEQ) as part of the St. Johns Landfill closure; and

WHEREAS, In their March 5, 1992 letter DEQ required construction of additional shallow groundwater monitoring wells and nested piezometer clusters; and

WHEREAS, This resolution along with the Request for Bid and contract form for the work described above were submitted to the Executive Officer for consideration and all were forwarded to the Council for approval; and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District authorizes issuance of an RFB for work associated with Groundwater Monitoring Well Improvements and Piezometer Installation at the St. Johns Landfill.

ADOPTED by the Council of the Metropolitan Service District this ____ day of _____, 1992.

Jim Gardner, Presiding Officer

JK:ay
SW921614.RES

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 92-1614 FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF A REQUEST FOR BIDS FOR GROUNDWATER MONITORING WELL IMPROVEMENTS AND PIEZOMETER INSTALLATION AT ST. JOHNS LANDFILL

Date: May 5, 1992

Presented by: Jim Watkins
Joanna Karl

PROPOSED ACTION

Adopt Resolution No. 92-1614 which authorizes the issuance of a Request for Bids (RFB) for Groundwater Monitoring Well Improvements and Piezometer Installation at St. Johns Landfill.

FACTUAL BACKGROUND AND ANALYSIS

As part of the closure of St. Johns Landfill, it is necessary to maintain existing wells which provide reliable water quality data, to abandon existing wells which do not provide reliable water quality data, and to construct new wells as required by the Oregon Department of Environmental Quality (DEQ). The new wells consist of shallow groundwater monitoring wells (for water quality data) and nested piezometer clusters (for water level data). The water level data is to determine the groundwater flow paths in the vicinity of the landfill site, such that the rate and extent of groundwater input from the landfill to the sloughs and the lakes can be determined.

The Request for Bids (RFB) is for a 5-year contract to handle work required throughout the entire closure period. The majority of the work described - including well abandonment, shallow groundwater monitoring well and piezometer construction, and maintenance - will be completed in 1992. An "Hourly Charge" is included on the bid sheet to handle "unanticipated conditions" encountered during the abandonment and maintenance work.

The work required in the later years of the contract include: (1) well extension(s) of the interior wells as the landfill surface is brought to subgrade; and (2) yet-to-be-determined "Additional Work", anticipated to include repair or replacement of existing wells due to damage during the closure construction, as well as general maintenance of the wells. A five-year contract was considered necessary because it could be difficult to get a competitive bidder for the relatively small amount of remaining work.

Payment for the "Additional Work" in the years 1993-1996 will be made at the contract hourly rate that was bid plus a yearly percentage increase.

BUDGET

\$363,000 is budgeted from the closure account in the 1992-1993 fiscal year for repair, construction and abandonment of the groundwater monitoring wells at St. Johns Landfill.

Meeting Date: May 14, 1992
Agenda Item No. 7.3

RESOLUTION NO. 92-1609

TRANSPORTATION AND PLANNING COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 92-1609 FOR THE PURPOSE OF ESTABLISHING GUIDELINES AND CRITERIA FOR THE SECOND YEAR OF GREENSPACES RESTORATION AND ENHANCEMENT GRANTS

Date: April 30, 1992

Presented by: Councilor Devlin

Committee Recommendation: At the April 28 meeting, the Transportation and Planning Committee voted unanimously to recommend Council adoption of Resolution No. 92-1609. Voting in favor: Councilors Devlin, McLain, Bauer, Buchanan, and Washington.

Committee Issues/Discussion: Mel Huie, Senior Regional Planner, presented the staff report. He said the program will have \$250,000 to award to local governments, school districts, and non-profit organizations to restore urban wetland, streams, and upland sites. We are expanding to include upland areas for the current fiscal year. The program will be operated essentially as it was last year with a selection committee chaired by Councilor Devlin. The full Council will approve these guidelines and the ultimate list of projects chosen for funding.

The program this year will opt for more technical assistance for applicants. In cooperation with the U.S. Fish and Wildlife and the Urban Streams Council, a workshop is planned for May 28 for potential applicants, complete with a special session for Metro Councilors at 4 PM, and an evening session for citizens.

Councilor McFarland appeared before the committee to expand upon the success of the program and encourage committee approval of the resolution.

The committee discussed the various types of projects potentially considered under this program. Councilor Buchanan asked about the use of the term "restoration" and asked whether restoration of old gravel pits and solid waste facilities would be appropriate (i.e. Killingsworth area). Councilor Washington asked about a slough near Cornfoot Road, Columbia Blvd. and 42nd. Mr. Huie clarified that the term is given a broad interpretation which could include such projects, even such large projects as referenced by Councilor Buchanan. All sites must be on publicly owned land, or easements owned by a public agency or non-profit organization.

Councilor Devlin explained that the U.S. Fish and Wildlife "somewhat inflated" figures indicate that the \$200,000 awarded last year ultimately purchased \$1.2 million worth of projects. He elaborated on the process utilized by the selection committee. Every applicant received an interview and each site was visited by the committee.

Mr. Huie finalized the discussion by explaining the only criterion will be that one "appropriate" project will be selected from the City of Portland and each of the four counties, including Clark County.

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF ESTABLISHING) RESOLUTION NO. 92-1609
GUIDELINES AND CRITERIA FOR THE)
SECOND YEAR OF GREENSPACES) Introduced by Rena Cusma,
RESTORATION AND ENHANCEMENT GRANTS) Executive Officer

WHEREAS, the Metropolitan Greenspaces Program has outlined a four-phase approach to inventorying, mapping, analyzing, preserving, protecting and potentially acquiring natural areas; and

WHEREAS, Phase 3 calls for restoration and enhancement demonstration projects as part of the Greenspaces Program; and

WHEREAS, Metro has funded 14 local greenspaces restoration and enhancement projects during FY 1991-92; and

WHEREAS, the U.S. Fish and Wildlife Service has awarded Metro \$250,000 to carry out a second year of restoration and enhancement projects; and

WHEREAS, the restoration and enhancement projects will increase cooperation between Metro, federal, state and local agencies, nonprofit organizations, neighborhood organizations and the general public in the restoration and enhancement of urban natural resources; and

WHEREAS, the Council of the Metropolitan Service District has adopted resolutions of support for the Greenspaces and Parks/ Natural areas Program over the past three years through Resolutions numbered 89-1043, 89-1129, 90-1261 and 90-1344, respectively; and

WHEREAS, the Council of the Metropolitan Service District had adopted Resolution No. 91-1428, which approved guidelines and

criteria for the first year of the Greenspaces Restoration Grant Program; and

WHEREAS, the Greenspaces Technical Advisory Committee and Restoration Grants Working Group have reviewed the proposed criteria and guidelines for the second year of restoration grants; and

WHEREAS, the Greenspaces Policy Advisory Committee has also reviewed the proposed criteria and guidelines for the restoration and enhancement grants; and

WHEREAS, all funded projects will be monitored for successful completion by the affected local, state and federal agencies, and Metro; and

WHEREAS, all projects and funds will be subject to Metro and federal audits, and contracting procedures; and

WHEREAS, all projects recommended for funding must be approved by the Metro Council; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District:

- 1) hereby approves a second year of the Greenspaces Restoration and Enhancement Grant Program funded by the U.S. Fish and Wildlife Service to assist public agencies and nonprofit organizations in the restoration and enhancement of urban greenspaces and natural areas which include wetlands, streams and riparian corridors and upland sites. The guidelines and criteria for the program are hereby adopted as outlined in Exhibit A hereto; and
- 2) hereby approves the criteria and guidelines for the grant program to restore and enhance urban greenspaces and natural areas under the coordination of the Metropolitan Greenspaces Program

which is staffed by the Planning Department. The guidelines and criteria are hereby adopted as outlined in Exhibit A hereto; and

3) hereby directs the Chair of the Metropolitan Greenspaces Policy Advisory Committee (Councilor Richard Devlin) to work with staff in the Planning Department to carry out the restoration and enhancement grant program as outlined by the criteria and guidelines in Exhibit A hereto; and

4) hereby directs the Chair of the Metropolitan Greenspaces Policy Advisory Committee to organize a selection committee consisting of Metro Councilors, biologists, planners and citizens to review and recommend to the Executive Officer and Council which projects should be funded in the second year of the program.

ADOPTED by the Council of the Metropolitan Service District
this ____ day of _____ 1992.

Jim Gardner, Presiding Officer

EXHIBIT A

**GREENSPACES RESTORATION AND ENHANCEMENT GRANTS
2nd Year Program**

Guidelines and Criteria

1. PROGRAM TITLE

Greenspaces Restoration and Enhancement Grants

2. GEOGRAPHIC AREAS WHERE PROJECTS CAN OCCUR

The geographic area where Metro's Natural Areas Inventory was conducted which includes the area within Metro's boundaries; the balance of Multnomah County, exclusive of the Mt. Hood National Forest; Haag Lake vicinity in Washington County; Sauvie Island; and the urban and urbanizing portions of Clark County. Additional geographic areas where projects may occur will include areas within five miles of the natural areas inventory area, as long as they are in Clackamas, Clark, Multnomah or Washington counties.

A map will be included in the grant application packet to show the geographic area where a project can occur.

3. ELIGIBLE APPLICANTS

- a) Cities, counties, special districts, and public school districts.
- b) Nonprofit organizations with Internal Revenue Service (IRS) approved 501 (c) 3 status.

4. PRIVATE LANDOWNERS

Private landowners should contact the U.S. Fish and Wildlife Service (USFWS) - Portland Field Station at (503) 231-6179 about potential assistance from that agency. USFWS offers a program for private landowners. Other public agencies and nonprofit organizations also offer stewardship advice and programs to private landowners. Call (503) 220-1186 for more information.

5. SITES WHERE PROJECTS CAN OCCUR

- a) Land, water and vegetation/trees/plants targeted for restoration and/or enhancement must be owned by a public agency or nonprofit organization with IRS approved 501 (c) 3 status and be maintained as open space in perpetuity for the public.
- b) No projects can occur on privately owned lands except those with public easements. Conservation easements and/or utility easements must be owned by a public agency or nonprofit organization with IRS approved 501 (c) 3 status, and be held in perpetuity.

- c) All land ownership and easement documents must be recorded in the appropriate county assessor's office no later than July 31, 1992.
- d) Upland sites have been included in the second year of the program. Wetlands, stream corridors and riparian zones remain eligible sites.
- e) Planning for potential restoration projects should occur on a watershed basis. Metro will provide a map detailing the watersheds in the region.
- f) Geographic areas deficient in natural areas should be strongly considered for potential restoration projects.
- g) Sites with active recreation will receive less consideration in the review and selection process. Passive recreation should be emphasized at the sites.
- h) At least one project which meets the program's selection requirements and priorities will be funded in Clark, Clackamas, Multnomah and Washington counties, and in the city of Portland. Metro will not fund inappropriate projects in order to achieve geographic distribution.

6. TECHNICAL ASSISTANCE TO APPLICANTS

- a) Metro, U.S. Fish and Wildlife Service staff, Urban Streams Council staff, and an ad-hoc technical group consisting of staff from Metro, Oregon Division of State Lands, Oregon Parks & Recreation Department, and federal Environmental Protection Agency (EPA) will assist potential applicants select appropriate projects (e.g. ones that meet the program's guidelines).
- b) Metro will conduct an evening workshop for potential applicants in late May to go over the restoration and enhancement grant program, guidelines and criteria, and application form. How to select an appropriate project will also be discussed at the workshop.
- c) Metro will facilitate an "Meet the Experts" panel as well, where resource people from the U.S. Fish and Wildlife Service, Urban Streams Council, and regulatory agencies will be available to answer questions from potential applicants.
- d) U.S. Fish and Wildlife Service and Urban Streams Council staff will provide on-going technical assistance to the projects selected for funding.
- e) An on-going project monitoring and evaluation system for the projects selected for funding will be developed and implemented by Metro, U.S. Fish and Wildlife Service and Urban Streams Council.

7. ELIGIBLE ACTIVITIES

- a) Restoration and enhancement activities of degraded natural areas in:
 - Wetlands
 - Land along streams, rivers and other water bodies
 - Land in riparian corridors
 - Upland sites
- b) Labor costs (e.g. manual labor) for "on the ground work" at the restoration sites. This does not include professional "white collar" type of services at the sites.
- c) Excavation and earth moving costs; erosion control.
- d) Rental fees for equipment to carry out "on the ground work"
- e) Purchase of trees, plants, materials and supplies
- f) "Day lighting" of streams which have been diverted into culverts.
- g) Fish and wildlife habitat improvement projects such as birdhouses, wood duck boxes, bat boxes, etc.
- h) Cost of constructing water control structures (labor and materials) which maintain and/or restore a site to its original site as much as possible or which maintain the ecological integrity of the site
- i) **Professional Services:** Only cities with populations under 20,000 and nonprofit organizations with IRS approved 501 (c) 3 status may apply for reimbursement of professional services related to the planning and implementation of a project, up to 100 percent of the costs of such services. No reimbursement shall exceed \$2,500.
- j) **Note:** Construction of trails, boardwalks, viewing platforms which allow for public access and viewing at the sites are not eligible activities under the Greenspaces restoration grant program. These activities would be carried out by the applicant with other funds. Such expenses can be counted as part of the local match.

8. LOCAL MATCH REQUIREMENTS

- a) Cities, counties, special districts, and public school districts: 50 percent local match. This can be either cash and/or in-kind. There is no minimum cash match requirement.
- b) Nonprofit organizations: 50 percent local match. This can be either cash and/or in-kind. There is no minimum cash match requirement.

- c) Use of current employees of agencies and nonprofits may be used as part of the local match. These employees must be directly involved in the planning, design, engineering, and/or implementation of the project. They can of course be employees providing on-the-ground work at the sites. These would be part of the in-kind match. Do not count the time of central service staff such as accountants, clerks and secretaries. Do not count the time of elected officials under this category.

Compute the dollar amount by totaling the number of employee hours allocated to the project times their hourly rates. Do not count fringe benefit costs and overhead rate charges as part of the local match. These costs vary greatly by each jurisdiction.

- d) Use of contracted labor such as summer youth crews, Youth Action Corps, Youth At-Risk Programs, Job Training Partnership Act, etc. may be counted as part of the local in-kind match. These laborers must work directly at the sites.

Compute the dollar amount by totaling the number of contracted employee hours allocated to the project multiplied by their hourly rates. Do not count fringe benefits and overhead rate charges as part of the match.

- e) Use of supplies, materials, plants, and equipment already purchased or owned by the applicant may be used in computing the local in-kind match. Compute the dollar amount by the actual cost of the supply, plant, or equipment rental. If your organization does not have its own cost allocation schedule, get three reasonable quotes from the private sector of the cost(s). Average the costs of the three quotes.

9. VOLUNTEER MATCH / DONATED SERVICES

General Labor. Volunteers who will assist carrying out manual labor, clearing brush, cleaning up sites, planting trees and other vegetation, etc. Typical groups would include the Boy Scouts, Girl Scouts, community service organizations, Retired Senior Volunteer Program (RSVP) people, students, and adult volunteers. Compute the dollar figures at the rate of \$4.75 per hour of donated service.

Correctional Inmate Labor. Use of correctional inmates and Alternative Community Service employees would also be counted under this category. Compute the dollar figures at the rate of \$4.75 per hour of service provided.

Skilled Labor. Heavy machine and equipment operators, carpenters, at the rate of \$20.00 per hour. Do not use the hourly rate regularly charged by the donor of the skilled labor. Subject to review by Metro to see if service provided is commensurate with the hourly rate.

Professional Services. Architects, engineers, planners, landscape designers and architects, biologists, arborists, et. al. at the rate of \$50.00 per hour. Do not use the hourly fee regularly charged by the donor of the professional service. Subject to review by Metro to see if service provided is commensurate with the hourly rate.

10. GUIDELINES AND CRITERIA FOR SELECTION

- Each criterion may be weighted differently during the evaluation process.
- Restoring a site to its natural and native state (if known) to the extent possible.
- Ecological Appropriateness: Restores and supports fish and wildlife habitat; complements natural state of the site; restores native biological communities and native plants at sites.
- Projects which are self-sustaining and which require minimal management and maintenance.
- Sites located in geographic areas/watersheds/corridors which provide connections and linkages with other natural areas and parks. Restoring a site along a regional corridor or greenway to its natural state, to the extent possible.
- Projects with multi-objectives (i.e. supports water quality improvements; surface water management; helps to establish an interconnected system of natural areas and parks; complements passive recreational opportunities such as wildlife viewing, hiking, etc.; educational opportunities for students and citizens.)
- Cost effectiveness of the project; dollar for dollar impact; scope and size of the proposal.
- Project is feasible and manageable; project management and accounting capability of local agency/organization.
- Involvement of more than one public agency, nonprofit organization, "friends groups", business, and citizens.
- Amount of local resources committed to the project. Applicants providing more than minimum match requirements may receive greater consideration.
- Written agreement to maintain the site in perpetuity as a natural area with emphasis on passive recreational activities. Public ownership or IRS approved 501 (c) 3 nonprofit ownership of the land or easement is required.
- Local agencies and nonprofit organizations which have prepared management plans for the restoration sites or which have produced natural areas protection guidelines may receive greater consideration.

- Project is consistent with and complements locally adopted comprehensive plans, and local Parks and Recreation Master Plans.
- Accessibility to the Site by the public. Sensitive sites may have limited public access.
- Accessibility to the Site by the Disabled. Sensitive sites may have limited public access.
- Evidence of local support for the Metropolitan Greenspaces Program and local natural resources protection efforts (i.e. passage of the resolution supporting the planning efforts of the Greenspaces Program; financial support for the regional natural areas inventory, mapping and analysis project; local natural areas programs; etc.)
- Creative and innovative projects, with new approaches to solving problems.

11. APPLICATION FORM AND PACKET

A complete application packet will be available the week of May 18, 1992.

12. REVIEW AND SELECTION PROCESS

Metro will convene a review and selection committee to advise the Executive Officer and Council on which proposals to fund. Members of the committee shall have technical backgrounds in biology and botany, natural resources planning, water resources planning, and parks and land use planning. Metro Councilors may also serve on the committee. All committee members will be appointed by the Chair of the Metropolitan Greenspaces Policy Advisory Committee.

Visits to project sites and interviews of the project managers of the proposals with the highest scores from their written applications will be conducted by the committee.

The Metro Council will make the final selections and funding decisions for all the restoration projects.

13. TIME LINE

Projects can begin in Fall 1992. Metro will request a six month extension from the USFWS in order to give projects the complete autumn planting season during 1993. If the extension request is approved, the completion date for the projects would be March 31, 1994.

14. FUNDS AVAILABLE

An estimated \$250,000 will be available through the U.S. Fish and Wildlife Service grant to the Greenspaces Program.

15. PROJECT MONITORING AND EVALUATION

Metro and U.S. Fish and Wildlife Service will share the responsibility.

16. AUDITS/INSPECTIONS OF ALL RECORDS

Metro and U.S. Fish and Wildlife Service both have responsibility. All project documents are subject to Metro and federal audits.

17. INTERGOVERNMENTAL AGREEMENTS / CONTRACTS

Metro staff will draft all legal documents to carry out the terms of the restoration projects. Metro and federal contracting procedures, and policies such as "Drug Free Work Place" / "Emerging Small Business Program" / etc. must be followed. A detailed list of all requirements will be provided to each agency/organization receiving funding from Metro.

18. CASH FLOW

All payments are on a reimbursement basis. Payments can be on a bi-monthly, quarterly or project completion basis, depending on the needs of each funded agency/organization. Metro will coordinate all billings and payments. Metro does not receive any advances from the USFWS. Metro must also apply for reimbursement of funds from the federal government.

**GREENSPACES RESTORATION AND ENHANCEMENT GRANTS
2nd Year Program**

TIME LINE

- | | | |
|-----|--|-------------------|
| 1. | Working Group Meets with Metro Staff | Jan 17 |
| 2. | Greenspaces Technical Advisory Committee reviews and approves general guidelines | Jan - Apr |
| 3. | Greenspaces Policy Advisory Committee reviews and approves general guidelines | Jan - Apr |
| 4. | U.S. Fish and Wildlife Service staff concurs with general guidelines | Jan - Apr |
| 5. | Metro Transportation & Planning Committee reviews and approves guidelines | Apr 28 |
| 6. | Metro Council reviews and approves guidelines | May 14 |
| 7. | Applications available | Week of May 18 |
| 8. | Public Workshop | by May 31 |
| 9. | Applications Due to Metro | Aug 03 |
| 10. | Review and Selection period | by Sep 15 |
| 11. | Awards made/contracts signed retroactive to Oct 01 | by Nov 01 |
| 12. | Technical Assistance Workshop for Selected Projects | mid-Oct |
| 13. | Projects start | Oct 01 |
| 14. | On-going project monitoring and evaluation | Oct '92 - Mar '94 |
| 15. | Projects completed | Oct '93 - Mar '94 |

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 92-1609 FOR THE
PURPOSE OF ESTABLISHING GUIDELINES AND CRITERIA
FOR THE SECOND YEAR OF GREENSPACES RESTORATION AND
ENHANCEMENT GRANTS

Date: April 28, 1992

Presented by: Andy Cotugno and
Mel Huie
Planning Department

FACTUAL BACKGROUND AND ANALYSIS

Resolution No. 92-1609 establishes guidelines and criteria for awarding greenspaces restoration grants by Metro to cities, counties, special districts and nonprofit organizations. The grants will be used to restore and enhance urban natural areas including wetlands, streams, riparian corridors and upland sites. The purpose of the second year grant program is to carry out "on the ground" projects involving public agencies, nonprofit organizations, businesses and citizens in restoring, preserving and enhancing fish and wildlife habitat located in the metropolitan area. The restoration projects will give Metro and the Greenspaces Program increased public visibility and increase public awareness about the need to restore and protect degraded natural areas.

The grant program is a major public outreach activity of the Metropolitan Greenspaces Program. This program will show that natural areas protection can be successfully completed on a regional level with coordinated planning, cooperative efforts, partnerships and the availability of technical and financial resources provided by a regional agency such as Metro. The ecological system, natural areas, rivers, streams, riparian corridors and upland sites we plan to restore and enhance know no political boundaries.

Metro will have \$250,000 in grants to award starting in July 1992. Funding comes from the U.S. Fish and Wildlife Services (USFWS) through a national demonstration grant awarded to Metro to conduct planning, restoration and enhancement of urban fish and wildlife habitat, and public outreach for the Metropolitan Greenspaces Program. The funds come from the second year USFWS grant to Metro. Through efforts of U.S. Senator Mark Hatfield and U.S. Representative Les AuCoin, Congress appropriated funds for the Metropolitan Greenspaces Program to carry out such activities. It is intended that the Greenspaces Program will serve as a model for other urban areas across the country to inventory and protect open space and natural areas.

It is anticipated that approximately 15-20 projects will receive funding. At least one project will be funded in each of the four counties in the metropolitan area and one in the City of Portland.

The local match can be cash or in-kind services. This grant program is intended to leverage other financial and volunteer resources from the public and private sectors. There is much public interest and support for the program. Local governments and nonprofit organizations support these types of restoration and enhancement activities, but unfortunately lack adequate funding. Metro's greenspaces restoration grants program will fill a major need in the region.

The guidelines and criteria for the second year program have been reviewed by the Greenspaces Policy and Technical Advisory Committees, and a working group of biologists and park planners.

- Funds are targeted for "on the ground" projects (e.g., labor, equipment rental, plants and materials, etc.).
- Funds cannot be used to purchase land/easements/options or equipment.
- Existing and new projects will receive the same consideration for funding.
- Joint applications between public agencies, nonprofit organizations, "friends groups" and business are encouraged.
- Project sites must be on publicly-owned or nonprofit-owned land and easements.

The first year of the Greenspaces Restoration Grant Program funded 14 projects. The 14 local projects are currently in progress and will be completed this fall. The greenspaces grants have leveraged over \$1 million in local and volunteer resources for restoration of degraded natural areas in the Portland/Vancouver region.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 92-1609.

srs
h:\huie\8888

Meeting Date: May 14, 1992
Agenda Item No. 7.4

RESOLUTION NO. 92-1615



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

DATE: May 7, 1992

TO: Metro Council
Executive Officer
Interested Persons

FROM: Paulette Allen, Clerk of the Council

RE: AGENDA ITEM NO. 7.4; RESOLUTION NO. 92-1615 *PA*

The Council agenda will be printed before the Transportation & Planning Committee meets to consider Resolution No. 92-1615. Committee reports will be distributed in advance to Councilors and available at the Council meeting May 14.

BEFORE THE CONTRACT REVIEW BOARD
OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AMENDING) RESOLUTION NO. 92-1615
CONTRACT 901-935 BETWEEN)
METRO AND 1000 FRIENDS OF) Introduced by
OREGON) Rena Cusma, Executive Officer

WHEREAS, Metro Contract procedures 2.04.054 require Contract Review Board approval of contract amendments (Exhibit A) exceeding \$10,000; and

WHEREAS, Through Contract 901-935, Metro entered into an agreement with 1000 Friends of Oregon to develop improved techniques to link land use, air quality and transportation planning; and

WHEREAS, 1000 Friends has applied for and received approval of an FHWA demonstration project to partially fund this work; and

WHEREAS, 1000 Friends has applied for and received Tri-Met funds to partially fund this work; and

WHEREAS, Through Resolution 92-1583 the Metro Council approved amending the FY 92 Unified Work Program (UWP) to include this work and the FY 92 Metro budget to include the additional revenue and expenses; and

WHEREAS, This work is being supported by FHWA in the amount of \$101,200 (Exhibit B) and Tri-Met in the amount of \$26,500 (Exhibit C); now, therefore,

BE IT RESOLVED,

That the Contract Review Board of the Metropolitan Service District hereby approves amending Contract 901-935 to include additional funding from FHWA in the amount of \$101,200 and Tri-

Met in the amount of \$26,500, bringing the total contract to \$167,700 for work to be performed as described in Exhibits B and C.

ADOPTED by the Contract Review Board of the Metropolitan Service District this _____ day of _____, 1992.

Jim Gardner, Presiding Officer

92-1615.RES
KT:lmk
4-30-92

EXHIBIT A

CONTRACT AMENDMENT
AND EXTENSION

The contract between Metro and 1000 Friends of Oregon, dated June 20, 1991, for Land Use/Transportation Models, contract number 901-935, is hereby amended as follows:

1. The termination date is extended from June 30, 1992 to December 31, 1992.
2. The amount Metro will pay to 1000 Friends is increased from Forty-Thousand Dollars (\$40,000) to One Hundred Sixty-Seven Thousand and Seven Hundred Dollars (\$167,700) as follows:
 - a. \$101,200 of these funds will be received by Metro from FHWA through an amendment to the FY'92 Metro/ODOT funding agreement.
 - b. \$26,500 of these funds will be received by Metro from Tri-Met as described in contract 902-355.
 - c. Through this amendment Metro shall pay 1000 Friends for work to be performed as described in Attachments A and B. Progress payments shall be made consistent with the Metro Project Manager's review of 1000 Friends progress description in accordance with the task budgets in Attachments A and B.
 - d. 1000 Friends understands and agrees that FHWA has agreed that \$101,200 of these funds will be made available from

demonstration funds. Metro's obligation under this contract extension is payable from funds appropriated and allocated by FHWA. The 92 Metro/ODOT funding agreement amendment is approved by separate process.

If funds are not allocated or are ultimately disapproved by FHWA, Metro may terminate this Agreement, without penalty. Metro shall notify 1000 Friends promptly in writing of any non-allocation, delay, or disapproval of funding.

3. Changes to the work tasks and/or budgets shall not be made without the written approval of Metro's Project Manager.

All other terms of the contract remain in full force and effect including the rate of compensation to the contractor.

Dated: _____

CONTRACTOR

METRO

By: _____

By: _____

EXHIBIT BWork Item 1.1/Subtask C.7: Survey of Transportation Impacts of Existing Land Use Configurations

The primary focus of Work Item 1.1 is to identify a number of existing suburban land use patterns and development designs that generate fewer than average single occupancy automobile trips and/or greater than average walk, bicycle, transit, and/or carpool trips. For each identified development pattern, existing data on mode split and trip length, as well as other data useful to the enhancement of transportation forecasting models will be examined. Controlling for as many other variables as practicable, land use and design features of the development patterns most responsible for the differing travel behavior will be identified.

Work Item 1.2: Replication of Identified Land Use and Design Features

Work Item 1.2 will focus on replicating the features identified in Work Item 1.1 on the ground in a real, existing suburban context. The context involved is the suburban Washington County portion of the Portland, Oregon metropolitan region, the location of a current proposal for a bypass freeway.

The bypass proposal is based on traffic generation rates created by the continuation of typical suburban development patterns. Using the features identified in Work Item 1.1 an alternate future development scenario will be created for the same geographic area.

The development of the alternate scenario will include the following steps:

Work Item 1.2.1/Subtask C.1: Defining Development Building Blocks

In this step, the fundamental programmatic assumptions derived from Work Item 1.1 will be transferred to a development pattern prototype that can be applied to various settings in the study area. This prototype will consist of a pedestrian-scale land use program, including quantity, mix and type of housing, services, jobs, and retail, and a typical internal street system. Criteria will also be developed for site selection relative to proximity to transit.

Work Item 1.2.5/Subtask C.4: Develop Supportive Public Policies

A combination of land use and non-land use oriented policies will be developed that support the alternate land use scenario. Various demand management strategies, parking management or pricing schemes, and other related policies will be explored and included as appropriate.

Work Item 1.3/Subtask D.1: Enhancing the Metro Travel Demand Model (EMME/2)

To ensure that the alternate scenario developed in Work Item 1.2 is accurately quantified, Metro's existing travel demand forecasting model (EMME/2) will be enhanced to:

- o calculate changes in the percentages of vehicular travel in peak periods

- to and from heterogeneous transit and pedestrian-oriented development areas;
- o include a transit serviceability index in the models used to predict transit ridership levels and mode of access to transit, reflecting the ease of accessing transit by walking or bicycling;
 - o predict bicycle usage as a potential primary travel mode;
 - o quantify changes in trip generation rates and automobile ownership levels to account for multi-use developments, difference by types of housing, and various development densities;
 - o evaluate the impacts of excess transit travel time (due to walking, waiting, and transferring) on transit ridership; and
 - o predict reductions in vehicular travel due to employer-based trip reduction strategies.

Sixty percent of this work has been funded through a grant from EPA's Climate Change Division. The remaining 40%, however, is still unfunded.

Work Item 1.4: Quantify the Alternative Scenario

Work Item 1.4 includes four unfunded quantification items from the original LUTRAQ work program:

Work Item 1.4.1/Subtask E.5.A: Test the Scenario Elements

As outlined in Work Item 1.2, the alternate land use scenario will be supported by a number of transit/roadway improvements and TDM policies. Each of these three primary elements (land use/design, transportation, TDM) will have a different qualitative and quantitative impact on land use, travel demand, air quality, and quality of life. By isolating and pairing these package elements for simulations with the improved computer modeling system, it will be possible to measure the relative importance of particular elements. This information could be very important in determining the relative effectiveness of potential implementation strategies.

Work Item 1.4.2/Subtask E.5.B: Test the Models

The LUTRAQ project includes two categories of improvements to the art of transportation/land use modeling. The first, as outlined in Work Item 1.3, will greatly enhance travel demand forecasting to account for the differing trip generation rates and mode splits of various development patterns. The second will link this enhanced system with an integrated land use model. To evaluate comprehensively the relative importance of each of these improvements, the alternate scenario from Task 2 will be run first through the unenhanced, unlinked travel demand model, and second through the enhanced but unlinked travel demand model. Comparing

the output of these two runs to the output of the funded LUTRAQ task that incorporates both the enhanced travel demand model and the linked interactive land use model (Subtask E.3) will indicate the relative importance of each category of modeling improvements. This information could be important in promoting improved and integrated land use/transportation policy making throughout the U.S.

Work Item 1.4.3/Subtask E.6.B: Vehicle Emissions

Through the work described in the previous two paragraphs includes calculations of travel demand and land use. Under this paragraph, each of the computer simulations from the prior paragraphs will also be tested for their impacts on vehicle emissions. This analysis will utilize the most recent version of the MOBILE air quality modeling system. If necessary, the "bag 1" cold start and "bag 3" hot soak emissions data incorporated into MOBILE 4.1 (and MOBILE 5) will be used separately so that trip-based emissions can be estimated as accurately as possible with the current configuration of the MOBILE model.

Work Item 1.4.4/Subtask E.9: Assess the Infrastructure Costs and the Transportation Capital, Operations, and User Costs

As public infrastructure costs continue to rise and government budgets become further stretched, the relative cost efficiencies of alternative methods of solving problems is assuming an extremely important role in public decision making. Given this enhanced, three alternatives (no-action, bypass, alternate scenario) will be measured for their respective general infrastructure costs, transportation infrastructure costs, and user costs.

Table 1. Proposed Work Items in Priority Order

<u>Work Item</u>	<u>Description</u>	<u>Tasks/ Subtasks</u>	<u>Budget</u>
1.0	Portions of the existing LUTRAQ work program:		
1.1	Survey transportation impacts of existing land use configurations	C.7	\$21
1.2	Replication identified land use and design features:		
1.2.1	Define development building blocks	C.1	\$15.7
1.2.5	Develop supportive public policies	C.4	\$10.3
1.3	Enhance the metro travel demand model (EMME/2)	D.1	\$14.2
1.4	Quantify the alternative scenario:		
1.4.1	Test the scenario elements	E.5.A	\$10
1.4.2	Test the models	E.5.B	\$5
1.4.3	Vehicle emissions	E.6.B	\$15
1.4.4	Assess the infrastructure costs and transportation capital, operations, and user costs	E.9	\$10
	TOTAL		\$101,200

EXHIBIT C

Metro 902-355
92-03351

TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON

Handwritten initials
INITIAL
IN

INTERGOVERNMENTAL AGREEMENT

Handwritten initials
THIS CONTRACT, made and entered into as of the 1st day of
December 1991 ~~July, 1991~~, by and between the Tri-County Metropolitan
Transportation District of Oregon (hereinafter referred to as
"Tri-Met"), and The Metropolitan Service District (hereinafter
referred to as "Metro").

W I T N E S S E T H:

WHEREAS, Tri-Met and Metro have mutual interest in assisting
with the project: "Making the Land-Use, Transportation, Air
Quality Connection" (LUTRAQ); and,

WHEREAS, Tri-Met and Metro have authority under ORS 190 to
enter into this agreement;

NOW, THEREFORE, IN CONSIDERATION of these mutual promises,
and the terms and conditions set forth hereinafter, the parties
agree as follows:

1. Term

The term of this agreement shall be from December 2,
1991 to June 30, 1992 unless sooner terminated under the
provisions hereof.

2. Scope of Services

Metro shall act as the pass-thru agent for funds to be
used for 1000 Friends of Oregon project: "Making the Land Use,
Transportation, Air Quality Connection" (LUTRAQ). These funds
are to be used as described in the proposal submitted by 1000
Friends of Oregon, attached hereto and made a part of this
contract by this reference.

3. Budget & Payment

Metro shall act as pass-thru agent for Tri-Met's payment of
\$26,500 to 1000 Friends of Oregon. This money shall be
distributed by 1000 Friends of Oregon as follows:

Market Analysis Work:

Tri-Met shall provide \$10,000 towards completion of
Task C of the Work Program, attached hereto and made a

part of this contract by this reference. Task C reads as follows:

Develop the LUTRAQ Alternative Package. The goal of Task C is to establish a package of alternatives, containing three primary elements: 1) alterations in land use designations and densities, and development design standards, 2) expansions in transit facilities and services, and modest improvements to existing collector/arterial systems, and 3) changes in land use and non-land use policies, including those related to transportation demand management. Development of the alternatives package will be guided by in-depth market analysis of the economic and demographic trends for the planning time frame.

Design Guidelines:

Tri-Met shall provide \$16,500 towards completion of Subtask F.1 of the Work Program, attached hereto and made a part of this contract by this reference. Subtask F.1 reads as follows:

1. Subtask F.1: Design Guidelines:

Much of the success of [transit-oriented development] patterns is the result of the location, mix, and intensity of uses; the orientation and scale of streets; the degree of access to transit; the nature of pedestrian amenities; the provision of public facilities and parks; and the preservation of natural features. The Consultant Team will capture these attributes in a set of design guidelines for implementing the LUTRAQ alternative package. The guidelines will, consistent with the level of detail in the LUTRAQ alternative, include the following sections:

- | | |
|--------------------------------|-----------------------------------|
| 1) Definitions; | 7) Street and Circulation System; |
| 2) Location Criteria; | 8) Pedestrian and Bicycle System; |
| 3) Site Criteria; | 9) Transit System; |
| 4) Mix of Uses; | 10) Parking; |
| 5) Densities and Intensities; | 11) Open Space; and |
| 6) Building Siting and Design; | 12) Surrounding Areas. |

The guidelines will form the basis for making alterations in the comprehensive plans of the governments in the study area and in other American metropolitan areas.

The total amount of Tri-Met's contribution is not to exceed

The total amount of Tri-Met's contribution is not to exceed \$26,500.

4. Termination

This agreement may be terminated upon thirty (30) days written notice by either party to the other. Such notice shall be delivered by certified mail, or in person to the designated Project Managers. The agreement may be terminated immediately by mutual written consent of both parties.

5. Project Managers

Tri-Met's Project Manager shall be GB Arrington, and Metro's Project Manager shall be Andy Cotugno, subject to written notice of Project Manager replacement.

6. Access to Records

Tri-Met may examine, audit, and make excerpts or transcripts of Metro's books, documents, receipts, papers, and records that are directly pertinent to this Contract.

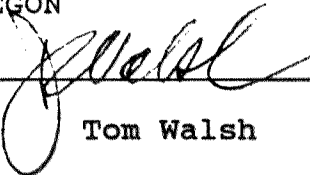
7. Law of Oregon

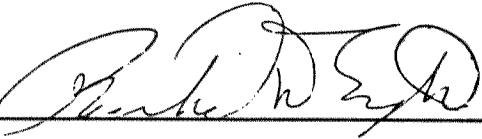
The contract shall be governed by the laws of the State of Oregon. The Contract provisions that must be included in public contracts under ORS Chapter 279 are hereby incorporated by reference and made a part of this Contract as if fully set forth.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly appointed officers the date first written below.


TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON

METROPOLITAN SERVICE DISTRICT

By: 
Name: Tom Walsh
Title: General Manager

By: 
Name: _____
Title: _____

APPROVED AS TO FORM:


Ann McFarlane for Kevin McDonald
Legal Services

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 92-1615 FOR THE PURPOSE
OF AMENDING CONTRACT 901-935 BETWEEN METRO AND 1000
FRIENDS OF OREGON

Date: April 30, 1992

Presented by: Andrew Cotugno

PROPOSED ACTION

Amend Contract 901-935 between Metro and 1000 Friends of Oregon to increase the contract amount from \$40,000 to \$167,700 and expand the work scope to include tasks to be completed for and funded by the Federal Highway Administration (FHWA) and Tri-Met.

FACTUAL BACKGROUND AND ANALYSIS

1000 Friends of Oregon have initiated a study to develop improved techniques to link land use, air quality and transportation planning and to apply these techniques to development of an integrated land use and transportation alternative to the Western Bypass.

The study is predominantly funded through private sources, although it is not fully funded. In addition, a number of tasks support improved planning methods for public agencies and are not specifically focused on developing alternatives to the Western Bypass. In recognition of this, Metro has committed the following:

- . Cash contribution for improved models \$40,000
- . In-kind support to refine models. \$20,000
- . In-kind support to model LUTRAQ scenarios \$20,000

This amendment would allow Metro to amend its agreement (Exhibit A) with 1000 Friends to pass through FHWA and Tri-Met funds totaling \$127,700 for the following: survey transportation impacts of existing land use configurations, define development building blocks, develop supportive public policies, enhance the Metro travel demand model, test scenario elements and models, test for impact on vehicle emissions, assess the infrastructure costs and transportation capital, operations and user costs, and provide a station area development market analysis. Exhibit B provides further detail for the FHWA and Tri-Met funding.

Approval for the resolution would allow Metro to amend its agreement with 1000 Friends in accordance with Metro Contract Code 2.04.054.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 92-1615.



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

DATE: May 15, 1992

TO: Metro Council
Executive Officer
Interested Staff

FROM: Paulette Allen, Clerk of the Council

RE: COUNCIL ACTIONS OF MAY 14, 1992 (REGULAR MEETING)

COUNCILORS PRESENT: Presiding Officer Jim Gardner, Deputy Presiding Officer Judy Wyers, Larry Bauer, Roger Buchanan, Tanya Collier, Richard Devlin, Ed Gronke, Sandi Hansen, Ruth McFarland, Susan McLain, George Van Bergen and Ed Washington. **COUNCILORS ABSENT:** None.

AGENDA ITEM

ACTION TAKEN

1. INTRODUCTIONS

None.

2. CITIZEN COMMUNICATIONS TO THE COUNCIL ON NON-AGENDA ITEMS

April Olbrich, citizen, asked the Council to endorse Tualatin River Discovery Day to be held June 27, 1992, noted it was a Metro Greenspaces sponsored event, and described event-related activities. The Council requested staff draft a resolution endorsing this year's event and all future Tualatin River Discovery Day events.

3. EXECUTIVE OFFICER COMMUNICATIONS

3.1 Briefing on Greenspaces Master Plan

Planning Department staff briefed the Council on the Greenspaces Master Plan.

4. CONSENT AGENDA

Adopted (Wyers/Devlin; 9-0 vote).

4.1 Consideration of April 9, 1992 Minutes

4.2 Resolution No. 92-1606, For the Purpose of Authorizing an Intergovernmental Agreement with Clackamas County to Provide Litter Collection Services

(Continued)

5. ORDINANCES, FIRST READINGS

- 5.1 Ordinance No. 92-453, For the Purpose of Granting a Franchise to Pemco, Inc. for the Purpose of Operating a Petroleum Contaminated Soil Processing Facility and Declaring an Emergency Referred to the Solid Waste Committee for consideration.
- 5.2 Ordinance No. 92-454, For the Purpose of Granting a Franchise to Sonas Soil Resource Recovery of Oregon, Inc. for the Purpose of Operating a Petroleum Contaminated Soil Processing Facility and Declaring an Emergency Referred to the Solid Waste Committee for consideration.

6. ORDINANCES, SECOND READINGS

- 6.1 Ordinance No. 92-455A, For the Purpose of Amending Metro Code Chapter 5.02, Disposal Charges and User Fees at Metro Facilities Adopted as amended (Wyers/Hansen; 11-0 vote).

7. RESOLUTIONS

- 7.1 Resolution No. 92-1608, For the Purpose of Authorizing a Sole-Source Contract with Charles Sax, AIA to Create a Booklet: Meet "MRF" An Introduction to Materials Recovery Facilities and Transfer Stations Adopted (Hansen/Devlin; 9-0 vote).
- 7.2 Resolution No. 92-1614A, For the Purpose of Authorizing Issuance of a RFB for Groundwater Monitoring Well Improvements and Piezometer Installation at St. Johns Landfill Adopted (Van Bergen/Hansen; 11-0 vote).
- 7.3 Resolution No. 92-1609, Establishing Guidelines and Criteria for the Second Year of Greenspaces Restoration and Enhancement Grants Adopted (Devlin/Hansen; 11-0 vote).
- 7.4 Resolution No. 92-1615, For the Purpose of Amending Contract 901-395 between Metro and 1000 Friends of Oregon Adopted (Washington/Wyers; 9-0 vote).

(Continued)

8. COUNCILOR COMMUNICATIONS & COMMITTEE REPORTS

- 1) Councilor Van Bergen asked that the Quarterly Investment Report dated March 31, 1992, be scheduled for review by the Finance Committee on May 21;
- 2) Presiding Officer Gardner referred the Council to his May 14 memorandum with information on communications to-date with Tri-Met and the Portland Chamber of Commerce regarding the proposed Tri-Met/Metro merger financial impact study;
- 3) Council Administrator Don Carlson reminded the Council to turn in their draft biographies for inclusion in the Metro Council pamphlet.

METRO

Planning Department
2000 S.W. First Avenue
Portland, OR 97201-5398
(503) 221-1646

Greenspaces

*Council
5/13/92
3.1*

METROPOLITAN GREENSPACES PROGRAM
RESTORATION AND ENHANCEMENT GRANTS
SPECIAL WORKSHOP FOR METRO COUNCILORS

Thursday, May 28, 1992
4:00 p.m. to 5:00 p.m.

Conference Room 240

A G E N D A

1. Overview and Objectives of the Program
2. How to Put Together a Proposal
3. Application Procedures and Requirements / Applications will be Available on May 28 and are due back on August 3
4. Question and Answers

An in-depth three hour technical workshop on the program for local staff, elected officials, nonprofit organizations, neighborhood associations and citizens is scheduled for May 28, 7:00 p.m. to 10:00 p.m. at the Zoo. A flyer for that workshop is attached.

For more information or questions, call:
Mel Huie, Project Manager
Metropolitan Greenspaces Program
(503) 220-11862

METROPOLITAN GREENSPACES PROGRAM

*A Cooperative Regional System of Natural Areas
Open Space, Trails and Greenways for Wildlife and People*

**Greenspaces Restoration Grants
Workshop**

May 28, 1992 (Thursday)
7:00 p.m. to 10:00 p.m.

Metro Washington Park Zoo / Meeting Center
Enter at Gate G (north of main entrance)

The Greenspaces Program will have approximately \$250,000 in grants to award to cities, counties, special districts, school districts, and nonprofit organizations to restore urban natural areas such as wetlands, streams, riparian corridors, and upland sites during FY 92-93. Grants will be awarded for "on the ground" projects to restore and enhance degraded urban natural areas. Funding for this special grant program comes from the U.S. Fish and Wildlife Service (USFWS). This will be the second year for the program. Metro has awarded restoration grants to 14 local projects for the current fiscal year.

Metro, USFWS, and the Urban Streams Council are co-sponsoring a workshop on the restoration grant program. Potential applicants should plan to attend to learn about the application requirements and how to develop an appropriate project proposal. There is no charge for the workshop, but pre-registration is required. Space is limited to the first 75 persons who register.

A G E N D A

1. Introductions 7:00 to 7:05 p.m.

2. The Restoration Grants Program: 7:05 to 7:25 p.m.
 - a) Program Overview
 - b) Goals and Objectives
 - c) Program History
 - d) Summary of first year projects
 - e) Greenspaces Master Plan

Mel Huie, Metro (503) 220-1186
Pat Wright, USFWS (503) 231-6179

3. Developing Your Project Proposal 7:25 to 8:25 p.m.
 - a) How to read the landscape
 - b) Choosing an appropriate restoration project
(one that will have a high probability of success)
 - c) Once a project or site is chosen what are the important factors to identify and research.
 - Soils • Hydrology
 - Connectivity • Permits
 - Monitoring / Research / Evaluation
 - Will the project have any negative impacts on adjacent properties

Esther Lev, Urban Streams Council
Ann Riley, National Wildlife Federation, Golden Gate Affiliate
Ralph Rogers, U.S. Environmental Protection Agency
Larry Fishbain, Phillip Willams and Associates

4. The Next Steps: Design Concepts and Development 8:25 to 8:45 p.m.
 Ann Christensen, Landscape Designer, Eugene, OR
5. BREAK: OPPORTUNITY TO MEET RESOURCE PEOPLE 8:45 to 9:00 p.m.
6. The Regulatory Process and Permits 9:00 to 9:15 p.m.
 Emily Roth, Wetlands Planner
 Oregon Division of State Lands
7. The Application Form / Requirements / Process / Time-Line Educational Aspects and Use of Volunteers 9:15 to 9:30 p.m.
 Mel Huie, Metro
8. Meet the Resource People / Question and Answer Period 9:30 to 10:00 p.m.

Additional Information

- a) Applications will be available as of May 28, 1992
- b) Applications are due in the Metro office on August 3, 1992
- c) Projects will be evaluated during August and September 1992
- d) Projects selected for funding will be announced by September 30, 1992
- e) Projects may begin on September 30, 1992
- f) Projects must be completed during the period September 30, 1993 through March 31, 1994
- g) All projects will be monitored and evaluated by Metro and USFWS

For more information or if you have questions, call:

*Mel Huie or Patrick Lee at Metro
 (503) 220-1186*

REGISTRATION FORM: GREENSPACES RESTORATION GRANTS WORKSHOP
 May 28, 1992 / 7:00 to 10:00 p.m.

NAME _____ TITLE _____

ORGANIZATION _____

ADDRESS _____

PHONE _____ FAX _____

Space is limited to 75 persons on first-come, first-served basis.

I cannot attend the workshop, but please send an application kit to me. Yes _____ No _____
Applications will be available on May 28, 1992.

Mail to: Mel Huie at Metro or FAX to (503) 273-5585 by May 22, 1992
 2000 S.W. First Avenue
 Portland, OR 97201-5398

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF ORDINANCE NO. 92-455A, FOR THE PURPOSE OF AMENDING METRO CODE CHAPTER 5.02, ESTABLISHING SOLID WASTE DISPOSAL RATES FOR FY 1992-93 AT METRO FACILITIES, AND DECLARING AN EMERGENCY

Date: May 13, 1992

Presented by: Councilor Wyers

Committee Recommendation: At the May 13 special meeting, the Committee voted unanimously to recommend Council adoption of Ordinance No. 92-455A. Voting in favor: Councilors Buchanan, Hansen, McFarland, Van Bergen and Wyers.

Committee Issues/Discussion: The purpose of this ordinance is to amend Metro Code Chapter 5.02 and set solid waste disposal rates for the coming fiscal year. The ordinance would increase the overall rate from \$68/ton to \$75/ton, a 10.3% increase. The ordinance includes an emergency clause which will allow the new rates to become effective July 1, 1992. The ordinance is being considered at this time to allow haulers and local governments time to adjust their collection rates to reflect the increase in disposal charges.

Bob Martin explained the changes in the overall rate, referring to a table entitled "Rate Comparison" (see attached). Martin noted that the bulk of the \$7 rate increase stemmed from four areas. These include:

1) Tonnage Adjustment (\$2.46) -- As a result of the significant decline in tonnage during the current fiscal year, it was necessary for the department to almost totally deplete its operating contingency. To rebuild this contingency to a fiscally acceptable level, a rate increase of \$2.46/ton is needed. Assuming that future tonnage projections are more accurate, such an increase will be a one-time occurrence.

2) Inflation (\$2.34) -- The major solid waste disposal and transportation contracts contain annual inflation adjustment clauses. The department estimates that an average inflation rate of 3.83% will apply to these contracts. This figure also includes contractual and merit-related pay increases for department employees.

3) Excise Tax (\$.82) -- The Council has approved an increase in the excise tax rate from the current 5.25% to 6%. Thus, the excise tax on the new disposal rate will be \$.82/ton higher than that collected during the current fiscal year.

4) DEQ Fees (\$.50) -- Through legislative and administrative action, the various solid waste disposal fees payable by Metro to the DEQ will have a net total increase of \$.50/ton.

Martin explained that the remaining \$.88 of the proposed increase results from departmental program changes. He noted that most of the increase will result from the operation of the two new household hazardous waste facilities at Metro South and Metro Central.

Roosevelt Carter reviewed the nature and components of the current rate model using a table entitled "Rate Analysis, FY 92-93" (see attached). Carter noted that the same basic rate model has been used for the past four years.

Carter described the four components of the overall rate. These include:

1) Tier One User Fee (\$19.00) -- pays for the fixed system costs, including the central staff, administrative staff and overhead and the various recycling and waste reduction programs.

2) Tier Two Fee -- (\$7.00) -- pays for the fixed costs associated with the major disposal and transportation contracts, debt service for Metro Central and capital expenditures from the General Account.

3) Regional Transfer Charge (\$9.00) -- pays the operating costs of the transfer stations.

4) Disposal Fee (\$38.25) -- pays the operational and contractual costs of landfilling waste, including the Jack Gray contract and the disposal contract at Columbia Ridge.

DEQ fees and the Rehabilitation and Enhancement fees account for the remaining \$1.75 of the total rate.

Carter indicated that the Tier One fee will be increasing from \$13/ton to \$19/ton. This increase resulted from having to spread Metro's central fixed costs over a smaller projected tonnage and changes proposed by the Rate Review Committee to allocate all operating contingency and St. Johns closure operating and maintenance costs to the Tier One fee (previously these costs had been divided among all four major rate components).

Carter noted that the Tier Two rate will decline from \$8.50/ton to \$7/ton. This decrease results from transferring all contingency and St. Johns O&M costs to Tier One and the temporary closure of the composter which reduces systemwide operational costs.

Carter explained that the Regional Transfer Charge will decline from \$10.50 to \$9/ton due to the decreased tonnage projections. The disposal fee is projected to increase due to inflation escalators in the major disposal contracts and an increase in the amount of landfilled material during the temporary closure of the composter facility.

Councilor Van Bergen asked for an explanation of how the DEQ fees increased. Bob Martin noted the "promotional fee" was increased from \$.50/ton to \$.85/ton by administrative action by the EQC. DEQ disposal permit fees paid by Waste Management of Oregon for the Columbia Ridge Landfill were changed from an original flat fee of \$60,000 to \$.21/ton, an increase of about \$.16/ton. Because the contract with Waste Management allows for the pass through of additional costs due to changes in law, Metro will pay the additional permit fee costs. SB 66, the new state recycling law, added an additional \$.09/ton in fees. The orphan site fee will be \$.15/ton, down from the original budget estimate of \$.25/ton.

Van Bergen asked why the minimum self-haul rate was increasing from \$15 to \$19, a 27% increase, when the overall rate was increasing only 10%. Bob Martin explained that the state will certify that the weighing scales are accurate only down to 500 lbs (1/4 ton), thus, the department is attempting to set the minimum rate at 1/4 of the per ton rate. Martin contended that last year the rate was inadvertently not increased to reflect this policy and therefore, this year the increase would be larger than the overall increase. Councilor Wyers recalled that the rate was not increased last year so as to not "scare off" self-haul customers.

Councilor Wyers expressed concern about the proposed increase in the charge for source-separated yard debris from \$49/ton to \$65/ton. She contended that such an increase would significantly decrease the incentive to bring yard debris to the transfer stations. Bob Martin noted that the increase would allow Metro to recoup all of its costs associated with yard debris disposal. He noted that the Rate Review Committee had recommended this change. At the current rate, yard debris disposal is subsidized by about \$39,000 per year. Martin contended that, with the establishment of new curbside recycling programs for yard debris, he did not anticipate that much yard debris would be coming to the transfer stations.

Ross Hall, member of the Rate Review Committee, briefly reviewed the committee's recommendations (see attached). He noted that an overall rate of \$75/ton had been proposed, but that the department then made a downward revision in its tonnage forecast and reported to the Rate Review Committee that a rate of about \$76.80 would be needed to fund the proposed budget. The committee recommended three significant changes in the rate model: 1) transferring all operating contingency costs to Tier One, 2) transferring all St. Johns O&M costs to Tier One, and 3) eliminating the subsidy for yard debris disposal. These changes reduced the projected rate to \$75.53. The committee then recommended that additional budget cuts be made to reduce the overall rate to a maximum of \$75/ton.

Hall also noted that the committee recommended that some type of limit be set on the amount of administrative, transfer, overhead and general government costs that are funded by solid waste rates. He noted that the general public is upset about the recent increases in solid waste rates and some fear that the increases are

a "sneaky" way of raising revenue for other purposes. Bob Martin indicated that he would welcome a discussion of issues related to overhead and other administrative charges included in the rates. Councilor Van Bergen noted that cost allocations affecting disposal fees can be affected by unforeseen and unrelated events. Councilor Wyers concurred with Mr. Hall's comments about public reaction to rate increases and indicated that the Solid Waste Committee would explore this issue. Bob Martin noted that this year's increase will be the smallest in four years.

Councilor Wyers asked Mr. Sadlo, Assistant General Counsel, if there were any changes in the original proposed ordinance other than those noted in his memo. He explained that the amendments he proposed were generally of a "form and style" nature with no substantive effect on the intent of the ordinance. He indicated that he made no changes that were not addressed in his memo.

Councilor Van Bergen expressed concern that there is a need to inventory the types of garbage entering the transfer stations. Bob Martin concurred and noted that a "waste characterization study" would be conducted during FY 92-93 and that this data would be compared with a prior study to identify changes in the waste stream.

RATE COMPARISON

FY 1991-92 - FY 1992-93

EXISTING 91-92	RATE	PROPOSED 92-93	DIFFERENCE
68.00 \$/TON	RATE	75.00 \$/TON	+10.3%
(1.25)	DEQ & HOST FEES	(1.75)	
66.75		73.25	+ 9.7%
(3.33)	EXCISE TAX	(4.15)	
63.42	SOLID WASTE REVENUE	69.10	+ 9.0%
0	TONNAGE ADJUSTMENT	(2.46)	
63.42		66.64	+ 5.1%
---	INFLATION (3.83%)	(2.34)	
63.42 \$/TON		64.30 \$/TON	+ 1.4%

ACTUAL INCREASE \$0.88

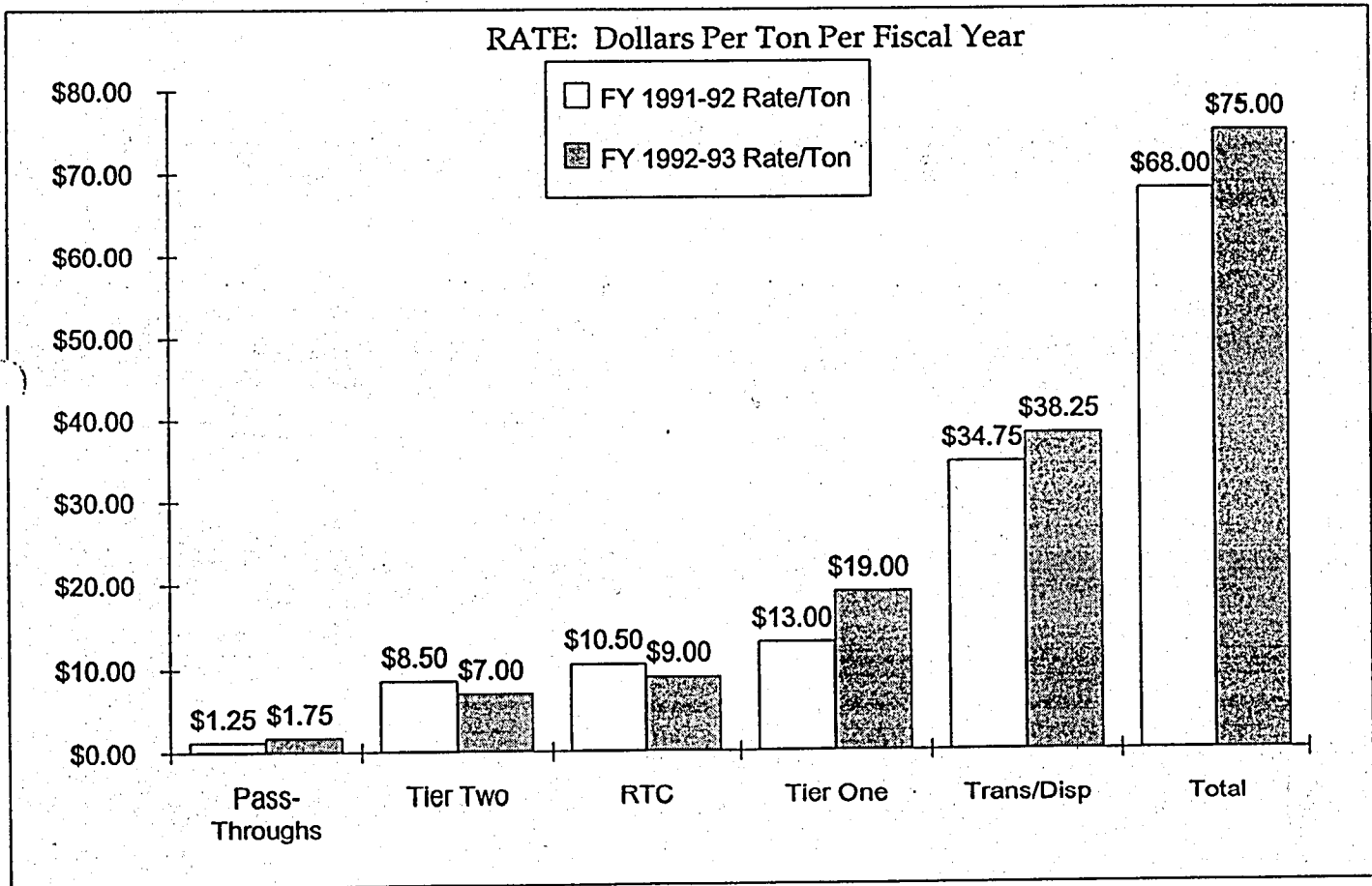
(MOSTLY HOUSEHOLD HAZARDOUS WASTE COSTS)

Comparison Of FY 1991-92 And FY 1992-93 Rates And Revenues

Fiscal Year	Pass-Throughs			Tier Two			Regional Transfer Charge (RTC)		
	Rate	Tons	Revenues	Rate	Tons	Revenues	Rate	Tons	Revenues
1991-92	\$1.25	815,554	\$1,019,443	\$8.50	815,554	\$6,932,209	\$10.50	815,554	\$8,563,317
1992-93	\$1.75	723,921	\$1,266,862	\$7.00	723,921	\$5,067,447	\$9.00	723,921	\$6,515,289

Pass-Throughs: FY 1991-92 (\$0.75 DEQ plus \$0.50 Host Fees), FY 1992-93 (\$1.10 DEQ plus \$0.50 Host Fees plus \$0.15 Orphan Site Fee)

Fiscal Year	Tier One			Transport & Disposal			Totals	
	Rate	Tons	Revenues	Rate	Tons	Revenues	Rate	Revenues
1991-92	\$13.00	1,245,295	\$16,188,835	\$34.75	815,554	\$28,340,502	\$68.00	\$61,044,305
1992-93	\$19.00	1,068,154	\$20,294,926	\$38.25	723,921	\$27,689,978	\$75.00	\$60,834,502



**SOLID WASTE RATE COMMITTEE
REPORT TO METRO SOLID WASTE COMMITTEE
ROSS M. HALL**

May 13, 1992

1. The change in the committee structure and the process was considerably improved this year. The committee wishes to send kudos to solid waste department staff for better and more timely information. We still have a few adjustments to make in terms of process and better year to year comparable information, but the committee believes that we made a contribution to better public policy this year.

2. After considerable review of the rate setting methods and estimates of changes for the next year, the committee makes the following recommendations:

- A. Move the Budgeted Contingency from an allocation across the Tiers to entirely on Tier One**
- B. Move the Cost of Operations of the St. John's Land Fill from Tier two to Tier One.**
- C. Remove any subsidy of Yard Debris Rates from Tier I rates, as long as the rate for yard debris remains lower and the incentive to separate yard debris is maintained.**
- D. Set limits on the annual percent increase of the total dollar amount of administrative, budgeting, planning, transfers, other general overhead costs and general government costs that are funded by solid waste rates. Those limits should be keyed to some external index such as the Consumer Price Index with exceptions for programmatic changes that are approved by the council or otherwise mandated by law.**

3. Rate recommendation: Maximum of \$75.00 per ton.

Per Solid Waste Department Staff calculations, at current projected tonnages, the rate would be \$75.53, however we believe that the increase of 10.3% from \$68 to \$75 is sufficient and through the careful management of expenses and application of policy that revenues at this rate can cover expenses.

As best we can tell, the seven dollar increase is composed of \$3.00 to rebuild the operating contingencies used up due to the tonnage shortfall, fifty cents for mandatory pass through costs, and \$3.50 for the increase in operating costs at METRO. The reasonable of that increase is not the charge of the rate committee, but of the budget committee.



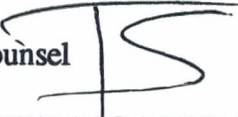
METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

Date: May 5, 1992

To: Roosevelt Carter, Budget and Finance Manager
Solid Waste Department

From: Todd Sadlo, Senior Assistant Counsel 

Regarding: ORDINANCE NO. 92-455, AMENDING METRO CODE CHAPTER 5.02
Our file: 9.§10.A

I have reviewed proposed Ordinance No. 92-455, and have the following comments:

1. The title should be amended to add ", and Declaring an Emergency" following the word "Facilities."
2. Following the ordaining clause, the first sentence should read "Section 1. Metro Code Chapter 5.02 is amended to read:"
3. There is no need to include a definition of "Municipal Solid Waste" in the Ordinance. I recommend that the definition be deleted.
4. In the new definition for "Total Fees" (5.02.015(u)), "sum total" is redundant, and you should use either "sum" or "total."
5. In Section 5.02.025(f), it is not clear whether a \$.50 charge would be rounded up or down to the "nearest whole dollar." You should specify, "rounded up" or "rounded down."
6. What has been added as a new Section 5.02.090 entitled "Emergency Clause" should be revised as follows: Remove "5.02.090 Emergency Clause," insert "Section 2." and insert "ORS 268.515(7) states that 'Except in an emergency, the imposition of or increase in a service or user charge shall not become effective until 65 business days after approval by the governing body.' The revenue projections contained in the budget for FY 1992-93 are dependent on the rates established by this Ordinance. For this reason, an emergency is declared to exist, and the effective date of this Ordinance shall be July 1, 1992."

Roosevelt Carter
Page 2
May 5, 1992

Chapter 5.02 would benefit from numerous form and style amendments, and general reorganization. I am in the process of reorganizing this chapter along with Chapter 5.01, and anticipate completion of a reviewable draft of both chapters by July 31, 1992.

dr
1124

BEFORE THE COUNCIL OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AMENDING)
METRO CODE CHAPTER 5.02,)
DISPOSAL CHARGES AND USER FEES)
AT METRO FACILITIES, AND DECLARING)
AN EMERGENCY)

ORDINANCE NO. 92-455A
Introduced by Rena Cusma,
Executive Officer

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT HEREBY ORDAINS:

Section 1: Metro Code Chapter 5.02 is amended to read:

CHAPTER 5.02

DISPOSAL CHARGES AND USER FEES

SECTIONS:

- 5.02.010 Purpose
- 5.02.015 Definitions
- 5.02.016 Scale Weights Required
- ~~5.02.020 Disposal Charges at St. Johns Landfill~~
- 5.02.025 Disposal Charges at Metro South Station, *Metro Central Station and the MSW Compost Facility*
- ~~5.02.030 Waiver of Disposal Charges at St. Johns Landfill~~
- 5.02.035 Litter Control Surcharge
- 5.02.040 Disposal Fees**
- 5.02.045 User Fees
- 5.02.050 Regional Transfer Charge
- 5.02.060 Payment of Disposal Charges and Surcharges; Credit Policy
- 5.02.065 Special Waste Surcharge and Special Waste Permit Application Fees
- 5.02.070 Source Separated Yard Debris Disposal Charge
- 5.02.085 Out-of-District Waste

~~*NOTE: The effective date of the ordinance amendments contained herein shall be July 1, 1991. This effective date is made in conformity with the requirements of ORS 268.515(7) requiring user or service charges not to become effective until 65 working days after passage of the ordinance.~~

5.02.010 Purpose: The purpose of this chapter is to establish base solid waste disposal rates and charges for the ~~St. Johns Landfill~~, Metro South Station, Metro Central Station, and the ~~Metro Riedel~~ *MSW Compost Facility*, solid waste user fees, a regional transfer charge, an out-of-state surcharge and

enhancement fees, and to establish a credit policy at Metro disposal facilities.

(Ordinance No. 82-146, Sec. 1; amended by Ordinance No. 88-257, Sec. 1, Ordinance No. 89-269, Sec. 2, Ordinance No. 90-337, Sec. 1 and Ordinance No. 91-386C, Sec. 1)

5.02.015 Definitions: As used in this chapter, unless the context requires otherwise:

(a) "Acceptable Special Wastes" means those special wastes which are approved by the Metro Solid Waste Department in the form of a special waste permit. "Unacceptable Waste," as defined in this section, is expressly excluded.

(b) "Cash Account Customer" means those persons who pay cash for disposal of solid waste at Metro South Station, Metro Central Station, or the ~~Metro-Riedel~~ MSW Compost Facility.

(c) "Credit Account Customer" means those persons who pay for disposal of solid waste through a charge account at Metro South Station, Metro Central Station, or the ~~Metro-Riedel~~ MSW Compost Facility.

(d) "Disposal Fee" means those fees which pay the direct unit costs of transportation and disposal of general purpose solid waste ~~to a landfill~~. Major cost components are: The long haul transport contract and the Oregon Waste Systems, Inc. disposal contract.

(e) ~~"Enhancement Fees" means those fees which are used to pay for rehabilitation and enhancement projects in the areas immediately surrounding Metro Disposal System facilities.~~ "Enhancement Fees" means those fees collected in addition to general disposal rates that are used to pay for rehabilitation and enhancement projects in the areas immediately surrounding landfills and other solid waste facilities.

(f) "Limited Purpose Solid Waste" means construction, demolition, *process residue*, land clearing waste and non-hazardous industrial dust.

(g) "Metro Central Station" is that Metro solid waste transfer and recycling station located at 6161 N.W. 61st Avenue, Portland, Oregon, 97210.

(h) "Metro Disposal System" means Metro South Station, Metro Central Station, ~~Metro/Riedel~~ MSW Compost Facility, ~~St. Johns Landfill~~, Columbia Ridge Landfill and such other facilities, or contracts for service with Metro which transfer or cause solid waste to be disposed at the Columbia Ridge Landfill or other disposal facility.

(i) "~~Metro-Riedel~~ MSW Compost Facility" is that solid waste mass compost facility located at ~~5437~~ 5611 N.E. Columbia Boulevard, Portland, Oregon, 97232.

(j) "Metro South Station" is that solid waste transfer station owned and operated by Metro and located at 2001 Washington, Oregon City, Oregon 97045.

(k) "Metro User Fee (Tier Two)" means those fees which pay for fixed costs of the Metro Disposal System. This fee is imposed upon all solid waste delivered to any Metro Disposal System facility which delivery will affect Metro's reserved space capacity at the Columbia Ridge Landfill. Fixed costs of the Oregon Waste Systems disposal contract, the long haul transport contract, debt service and capital items directly related to the facilities are paid through this fee.

(l) "Metro Waste Management System" means all associated Metro solid waste services related to management of the whole recycling, processing and disposal system, including administrative, planning, financial, engineering and waste reduction activities.

(m) "Person" means any individual, partnership, association, corporation, trust, firm, estate, joint venture or any other private entity or any public agency.

(n) "Regional Transfer Charge" means those fees which pay the direct unit operating costs of the Metro transfer stations and compost facility. This fee is imposed upon all solid waste delivered to Metro Disposal System facilities.

(o) "Regional User Fee (Tier One)" means those fees which pay for fixed costs associated with administrative, financial and engineering services and waste reduction activities of the Metro Waste Management System. Contingency fees on all costs and general transfers ~~to~~ of solid waste funds ~~and~~ to other Metro departments for direct services are included in this fee. This fee is collected on all solid waste originating or disposed within the region.

(p) "St. Johns Landfill" is that landfill owned and ~~operated~~ managed by Metro and located at 9363 N. Columbia Boulevard, Portland, Oregon 97203, which is ~~restricted to limited purpose solid waste disposal~~ closed to all commercial activities and is now undergoing active closure.

(q) "Solid Waste" means all putrescible and nonputrescible wastes, including garbage, rubbish, refuse, paper and cardboard, commercial, industrial, demolition and construction waste, home and industrial appliances.

(r) "Source Separated Yard Debris" means twigs, branches, grass clippings, leaves, and tree limbs in a form appropriate for mechanical processing for reuse or sale. Source separated yard debris does not include yard or construction debris that is not appropriate for mechanical processing for reuse or sale or that has unacceptable types or amounts of contaminants mixed with it. The operator or person in charge of accepting this waste shall make the final determination of what is source separated yard debris based on the capability of available machinery to process it. The Director of Solid Waste may establish guidelines for determining what is source separated yard debris within the meaning of this chapter.

(s) "Special Waste" means any waste (even though it may be part of a delivered load of waste) which is:

- (1) Containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in 3 through 9 and 11 of this definition below; or
- (2) Waste transported in a bulk tanker; or
- (3) Liquid waste including outdated, off spec liquid food waste or liquids of any type when the quantity and the load would fail the paint filter liquid (Method 9095, SW-846) test or is 25 gallons of free liquid per load, whichever is more restrictive.
- (4) Containers (or drums) which once held commercial products or chemicals are included unless the container is empty. A container is empty when:
 - (A) All wastes have been removed that can be removed using the practices commonly employed to remove materials from the type of container, e.g., pouring, pumping, crushing, or aspirating.
 - (B) The ends have been removed (for containers in excess of 25 gallons); and
 - (C) No more than one inch thick (2.54 centimeters) of residue remains on the bottom of the container or inner liner; or
 - (D) No more than 1% by weight of the total capacity of the container remains in the container (for containers up to 110 gallons); or

- (E) No more than 0.3% by weight of the total capacity of the container remains in the container for containers larger than 110 gallons.

Containers which once held acutely hazardous wastes must be triple rinsed with an appropriate solvent or cleaned by an equivalent alternative method. Containers which once held substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act must be empty according to label instructions or triple rinsed with an appropriate solvent or cleaned by an equivalent method. Plastic containers larger than five (5) gallons that hold any regulated waste must be cut in half or punctured, dry and free of contamination to be accepted as refuse; or

- (5) Sludge waste from septic tanks, food service, grease traps, wastewater from commercial laundries, laundromats or car washes; or
- (6) Waste from an industrial process; or
- (7) Waste from a pollution control process; or
- (8) Residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in 1 through 7 or 9 of this definition; or
- (9) Soil, water, residue, debris, or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in 1 through 8 of this definition; or
- (10) Chemical containing equipment removed from service (for example - filters, oil filters, cathode ray tubes, lab equipment, acetylene tanks, CFC tanks or any other chemical containing equipment); or
- (11) Waste in waste containers that are marked with a National Fire Protection Association identification label that has a hazard rating of 2, 3, or 4 but not empty containers so marked; or
- (12) Any waste that requires extraordinary management.

Examples of special wastes are: chemicals, liquids, sludge and dust from commercial and

industrial operations; municipal waste water treatment plant grits, screenings and sludge; contaminated soils; tannery wastes, empty pesticide containers, and dead animals or by-products.

(t) "Total Fees" means the total per transaction of all tip and special fees.

~~(t)~~(u) "Unacceptable Waste" means any and all waste that is either:

- (1) Waste which is prohibited from disposal at a sanitary landfill by state or federal law, regulation, rule, code, permit or permit condition; or
- (2) A hazardous waste; or
- (3) Special waste without an approved special waste permit; or
- (4) Infectious Medical Waste.

5.02.016 Scale Weights Required: All User Fees or other fees submitted to Metro from any facility receiving solid waste generated within the District shall be calculated on a tonnage basis using certified scale weights.

(Ordinance No. 82-146, Sec. 2; amended by Ordinance No. 86-210, Sec. 1; Ordinance No. 88-257, Sec. 2; Ordinance No. 88-278, Sec. 1; Ordinance No. 89-269, Sec. 2; Ordinance No. 89-295, Sec. 1; and Ordinance No. 90-337, Sec. 2; Ordinance No. 90-372, Sec. 1; Ordinance No. 91-386C, Sec. 2 and Ordinance No. 91-404, Sec. 1)

~~5.02.020 Disposal Charges at St. Johns Landfill:~~

~~(a) A base disposal fee of \$27.25 per ton of limited purpose solid waste delivered is established for disposal at the St. Johns Landfill. Said rate shall be in addition to other fees, charges and surcharges established pursuant to this chapter.~~

~~(b) The following table summarizes the disposal charges to be collected by the Metropolitan Service District from all persons disposing of solid waste at the St. Johns Landfill. The minimum charge for disposal shall be \$15.00.~~

~~(Ordinance No. 82-146; amended by Ordinance No. 83-163, Sec. 1; Ordinance No. 85-191, Sec. 2; Ordinance No. 86-214, Sec. 2; Ordinance No. 88-257, Sec. 3; Ordinance No. 88-278, Sec. 2;~~

~~Ordinance No. 89-295, Sec. 2; and Ordinance No. 90-337, Sec. 3
and Ordinance No. 91-386C, Sec. 3)~~

~~ST. JOHNS LANDFILL~~

Fee Component	\$/Ton	Tonnage Rate
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Credit Account

~~Disposal Fee \$27.25~~

~~Regional User Fee
(Tier One)~~

~~13.00~~

~~Metro User Fee (Tier Two)~~

~~8.50~~

~~Total Rate *\$48.75~~

* ~~Total Rate does not include state imposed fees which are currently \$.50 DEQ Promotion Program Fee and \$.25 DEQ Orphan Site Program Fee and enhancement fees, or taxes other than excise taxes. The actual fees collected after addition of all taxes and fees shall be rounded up to the closest \$.50.~~

5.02.025 Disposal Charges at Metro South Station, Metro Central Station and the Metro-Riedel MSW Compost Facility:

(a) ~~A base~~*The Total Fees for disposal rate of \$34.75 shall be \$75.00* per ton of solid waste delivered ~~is established~~ for disposal at the Metro South Station, Metro Central Station and the Metro/Riedel MSW Compost Facility.

(b) An enhancement fee of \$.50 per ton is established to be charged at the Metro South Station, Metro Central Station and the Metro/Riedel MSW Compost Facility.

(c) Notwithstanding the provisions of Sections 5.02.025 (a) and (b), persons using Metro South Station, other than Credit Account Customers, who have separated and included in their loads at least one half cubic yard of recyclable material (as defined in ORS 459.005) shall receive a \$3.00 credit toward their disposal charge if their load is transported inside a passenger car or in a pickup truck not greater than a 3/4 ton capacity. The foregoing recyclable material credit shall not apply at Metro Central Station or the Metro-Riedel MSW Compost Facility.

(d) The disposal fee and enhancement fee established by this section shall be in addition to other fees, charges and surcharges established pursuant to this chapter.

(e) The following table summarizes the disposal charges to be collected by the Metropolitan Service District from all persons disposing of solid waste at the Metro South Station, Metro Central Station and the Metro/Riedel Compost Facility. The minimum charge for all vehicles shall be ~~\$15.00~~ \$19.00.

(f) *Total fees assessed at Metro facilities shall be rounded to the nearest whole dollar amount (a \$.50 charge shall be rounded up) for all cash account customers.*

(Ordinance No. 82-146; amended by Ordinance No. 83-163, Sec. 2; Ordinance No. 85-191, Sec. 3; Ordinance No. 86-214, Sec. 3; Ordinance No. 88-257, Sec. 4; Ordinance No. 88-278, Sec. 3; Ordinance No. 89-269, Sec. 2; Ordinance No. 89-295, Sec. 3.; and Ordinance No. 90-337, Sec. 4; Ordinance No. 90-372, Sec. 2; Ordinance No. 91-386C, Sec. 4; and Ordinance No. 91-405A, Sec. 1)

METRO SOUTH STATION
 METRO CENTRAL STATION
~~METRO-RIEDEL~~ MSW COMPOST FACILITY

Fee Component	\$/Ton	Tonnage Rate
Disposal Fee	\$34.75	\$38.25
Regional User Fee (Tier One)	\$13.00	\$19.00
Metro User Fee (Tier Two)	—8.50	7.00
Regional Transfer Charge	\$10.50	9.00
Total Rate *	\$66.75	\$73.25
 Minimum Charge per Vehicle	 \$15.00	 \$19.00

Tires	Type of Tire	Per Unit	
	Car tires off rim	\$0.85	1.00
	Car tires on rim	2.30	3.00
	Truck tires off rim	2.30	5.00
	Truck tires on rim	7.00	8.00
	Any tire 21 inches or larger diameter off or on rim	12.00	

* Total Rate does not include state imposed fees which are currently ~~\$.50~~ **\$1.10** DEQ Promotion Program Fee and ~~\$.50-DEQ~~ **\$.15** Orphan Site Program Fee and enhancement fees **currently \$.50 per ton** or taxes other than excise taxes. The actual fees collected after addition of all taxes and fees shall be rounded up to the closest \$.50.

~~5.02.030 Waiver of Disposal Charges at St. Johns Landfill: A waiver of disposal charges may be made by the operator of the St. Johns Landfill for disposal of inert material including but not limited to earth, sand, stone, crushed concrete and broken asphaltic concrete and wood chips, if, at the discretion of the operator of the landfill, such material is needed at the landfill for cover, road base or other internal use.~~

~~(Ordinance No. 82-146, Sec. 5)~~

5.02.035 Litter Control Surcharge: A surcharge shall be levied against a person who disposes of waste at a Metro-operated solid waste disposal facility, transfer station, recycling center or compost facility, if when entering the facility any portion of the waste is visible to Metro scalehouse personnel, unless the waste is only visible through a secure covering. The surcharge shall be One Hundred (\$100.00) Dollars for a load delivered by a vehicle greater than three-quarter ton capacity, and Twenty-five (\$25.00) Dollars for a load delivered by a vehicle of three-quarter ton capacity or less, and shall be collected in the same manner as other disposal fees are collected at the facility.

(Ordinance No. 82-146, Sec. 6; amended by Ordinance No. 89-269, Sec. 2; Ordinance No. 90-337, Sec. 5; and Ordinance No. 91-397, Sec. 1)

5.02.040 Disposal Fees

(a) There is hereby established a disposal fee which shall be a charge to the users of Metro South Station, Metro Central Station and the MSW Compost Facility.

(b) The following disposal fees shall be collected and paid to Metro by the users of Metro South Station, Metro Central Station and the MSW Compost Facility for the disposal of solid waste generated, originating, collected or disposed within Metro boundaries: For all solid waste \$38.25 per ton delivered.

(c) Disposal Fees shall not apply to wastes received at franchised processing centers that accomplish materials recovery and recycling as a primary operation.

5.02.045 User Fees:

The following user fees are established and shall be collected and paid to Metro by the operators of solid waste disposal facilities, whether within or without the boundaries of Metro, for the disposal of solid waste generated, originating, collected or disposed within Metro boundaries in accordance with Metro Code Section 5.01.150:

(a) Regional User Fee (Tier One):

~~(1)~~ For compacted or noncompacted solid waste, ~~\$13.00~~
\$19.00 per ton delivered.

~~(2)~~ For compacted solid waste, ~~\$13.00 per ton~~
delivered.

(b) Metro User Fee (Tier Two):

~~(1)~~ ~~\$8.50~~\$7.00 per ton for all solid waste delivered
to Metro owned or operated facilities.

(c) Inert material, including but not limited to earth, sand, stone, crushed stone, crushed concrete, broken asphaltic concrete and wood chips used at ~~a landfill~~ the St. Johns Landfill for cover, diking, road base or other internal use and ~~for which disposal charges have been waived pursuant to Section 5.02.030 of this chapter~~ shall be exempt from the above user fees.

(d) User fees shall not apply to wastes received at franchised processing centers that accomplish materials recovery and recycling as a primary operation.

(e) Notwithstanding the provisions of (a) and (b) above, Metro User Fees may be assessed as may be appropriate for solid waste which is the subject of a Non-System License under Chapter 5.05 of the Metro Code.

(Ordinance No. 82-146, Sec. 8; amended Ordinance No. 85-191, Sec. 4; Ordinance No. 86-214, Sec. 4; Ordinance No. 88-257, Sec. 6; Ordinance No. 88-278, Sec. 4; Ordinance No. 89-269, Sec. 2; and Ordinance No. 90-337, Sec. 6; Ordinance No. 90-351, Sec. 1; Ordinance No. 90-372, Sec. 3 and Ordinance No. 91-386C, Sec. 6)

5.02.050 Regional Transfer Charge:

(a) There is hereby established a regional transfer charge which shall be a charge to the users of Metro South Station, Metro Central Station and the Metro/Riedel MSW Compost Facility. Such charge shall be collected and paid in the form of an add-on in addition to user fees established by Section 5.02.045 of this chapter.

(b) The following regional transfer charges shall be collected and paid to Metro by the users of Metro South Station, Metro Central Station and the Metro/Riedel MSW Compost Facility for the disposal of solid waste generated, originating, collected or disposed within Metro boundaries: For all solid waste \$9.00 per ton delivered.

(c) Regional transfer charges shall not apply to wastes received at franchised processing centers that accomplish materials recovery and recycling as a primary operation.

(Ordinance No. 82-146; amended by Ordinance No. 83-163, Sec. 3; Ordinance No. 85-191, Sec. 5; Ordinance No. 86-212, Sec. 1; Ordinance No. 86-214, Sec. 5; Ordinance No. 88-257, Sec. 8; Ordinance No. 88-278, Sec. 5; Ordinance No. 89-269, Sec. 2; and Ordinance No. 90-337, Sec. 7; Ordinance No. 90-372, Sec. 4 and Ordinance No. 91-386C, Sec. 7)

5.02.060 Payment of Disposal Charges and Surcharges; Credit Policy:

(a) Disposal charges and out-of-state surcharges established pursuant to Sections 5.02.020, 5.02.025 and 5.02.055 of this chapter may be paid in cash, by credit card, or guaranteed check at the time of disposal, or may be paid pursuant to the credit policy established in this section.

(b) For purposes of this section, the following definitions shall apply:

- (1) Account charges are "due" on or before the last day of the month billed and are "past due" thereafter.
- (2) Account charges are "30 days past due" on the first day of the month following billing.
- (3) Account charges are "45 days past due" on the fifteenth day of the month following billing.
- (4) Account charges are "60 days past due" on the first day of the second month following billing.

(c) Persons wishing to dispose of solid waste at Metro disposal facilities on a credit basis shall be required to first submit and have approved an application for credit on a form provided by Metro. That application shall include such provisions as the Metro Executive Officer deems necessary to secure prompt payment. Approval shall be consistent with prudent credit practices.

(d) A finance charge of one and one-half (1-1/2) percent per month (18 percent per annum), computed from the date an account becomes thirty (30) days past due, will be assessed on all accounts which become sixty (60) days past due and will be added to the oldest months charges past due. Finance charges will continue to be assessed on negotiated repayment schedules.

(e) Accounts 45 days past due may be placed on a "cash only" basis until the account is paid in full or brought to within 30 days past due. If an account is allowed to become 60 days past due, permission to dispose of waste at the facility may be denied until the account and finance charges are paid in full.

(f) If, pursuant to subsection (e) of this section, an account is placed on a "cash only" basis more than once during any consecutive 12-month period, or if service is denied because the account is allowed to become 60 days past due, the account may be required to submit a new application for credit. Such new application must be accompanied by a satisfactory payment guarantee bond, or other payment guarantee acceptable to the Executive Officer, which is:

- (1) Effective for one year; and
- (2) Collectable if the account again becomes 60 days overdue during the period of the bond; and
- (3) In an amount equal to 150 percent of the amount due when credit was last suspended or service was denied, whichever is greater.

(g) If a credit customer sells, terminates or makes substantial changes in the scope of their business after their application for credit was approved, they must notify Metro of this sale, termination or substantial change immediately. Credit may be discontinued until and unless an application containing the new information is approved.

(h) Adjustment of accounts receivable and reversing of finance charges will follow prudent credit practices; adjustments over \$500 will be reported to the Council in writing on a monthly basis, and adjustments over \$10,000 will require Council approval.

(i) The Executive Officer may end pursuit of accounts receivable, consistent with prudent credit practices, when the likelihood of collecting does not justify further collection costs. Such actions will be reported to the Council in writing on a monthly basis when the amount exceeds \$500, and amounts over \$10,000 will require Council approval.

(Ordinance No. 82-146, Sec. 11; Ordinance No. 90-350 and Ordinance No. 91-386C, Sec. 8)

5.02.065 Special Waste Surcharge and Special Waste Permit Application Fees:

(a) There is hereby established a Special Waste Surcharge and a Special Waste Permit Application Fee which shall be collected on all special wastes disposed at Metro facilities and

on all Special Waste Permit Applications. Said Surcharge and fee shall be in addition to any other charge or fee established by this chapter. The purpose of the surcharge and permit application fee is to require disposers of special waste to pay the cost of those services which are provided by the Metro Solid Waste Department to manage special wastes. The said surcharge and fee shall be applied to all acceptable special wastes as defined in Metro Code Section 5.02.015.

(b) The amount of the Special Waste Surcharge collected shall be \$4.00 per ton of special waste delivered.

~~(c) The minimum charge collected through all fees for each special waste disposal trip shall be \$15.00.~~

~~(d)~~(c) The amount of the Special Waste Permit Application Fee shall be \$25.00. This fee shall be collected at the time Special Waste Permit Applications are received for processing.

~~(e)~~(d) Lab or testing costs which are incurred by Metro for evaluation of a particular waste may be charged to the disposer of that waste.

(Ordinance No. 85-191, Sec. 6; amended by Ordinance No. 86-214, Sec. 6; Ordinance No. 88-257, Sec. 9; Ordinance No. 90-337, Sec. 8 and Ordinance No. 91-386C, Sec. 9)

5.02.070 Source Separated Yard Debris Disposal Charge:

(a) There is hereby established a reduced disposal fee for Source Separated Yard Debris that shall be collected on all source separated yard debris disposed at the Metro South Station or Metro Central Station. Said disposal charge is in lieu of other Base Disposal Charges, User Fees, Regional Transfer Charges, Rehabilitation and Enhancement Fees, and Certification Non-Compliance Fees that may be required by Sections ~~5.02.020~~, 5.02.025, ~~5.02.041~~, 5.02.040, 5.02.045, ~~5.02.046~~, and 5.02.050 and ~~5.02.075~~ of this chapter. These other fees shall not be collected on waste which is accepted as Source Separated Yard Debris, under the definition of 5.02.015(d). The purpose of the Source Separated Yard Debris Charge is to encourage greater source separation of yard debris so that material is diverted from land disposal at the Columbia Ridge Landfill and is made available for reuse.

(b) The amount of the Source Separated Yard Debris Charge to be collected at the Metro South Station and Metro Central Station shall be ~~\$49.00~~ \$65.00 per ton for Source Separated Yard Debris delivered by Credit and Cash Account Customers.

(c) The minimum charge for Credit and Cash Account Customers delivering Source Separated Yard Debris shall be \$10.00. The minimum charge for the delivery of a single

Christmas tree as Source Separated Yard Debris shall be ~~\$.50~~
\$1.00.

(Ordinance No. 86-210, Sec. 2; amended by Ordinance No. 86-211, Sec. 1; Ordinance No. 86-214, Sec. 7; Ordinance No. 88-257, Sec. 10; Ordinance No. 88-278, Sec. 6; Ordinance No. 89-295, Sec. 4.; and Ordinance No. 90-337, Sec. 9; Ordinance No. 90-372, Sec. 5 and Ordinance No. 91-386C, Sec. 10)

(Metro Code Section 5.02.075 repealed by Ordinance No. 91-386C, Sec. 11)

(Metro Code Section 5.02.080 repealed by Ordinance No. 91-386C, Sec. 12)

5.02.085 Out-of-District Waste:

(a) Solid Waste generated outside of the District shall not be accepted at the ~~St. Johns Landfill~~, Metro South Station, Metro Central Station or Metro/Riedel MSW Compost Facility for disposal unless a special permit to do so is issued by the Metro Executive Officer. Any permit issued shall specify the circumstances justifying such exception. Any permit issued shall be subject to:

- (1) Available landfill or facility capacity considering the capacity needs for disposal of Solid Waste generated within the District;
- (2) No adverse impact upon District rate payers;
- (3) Any Solid Waste authorized to be disposed under this ordinance shall be subject to the same standards and conditions pertaining to "Acceptable Waste" deliveries to the above named facilities; and
- (4) Any additional conditions as specified by the Executive Officer which may be necessary for the safe, efficient or cost effective operation of Metro facilities.

(b) Any special permit issued under Paragraph 1 shall expire in a period of time not to exceed 12 months from date of issuance unless a longer period of time is authorized by the Metro Council. Any renewals or extensions of a permit resulting in a cumulative permit period exceeding 12 months shall require the approval of the Metro Council.

(c) Any special permit issued by the Executive Officer may be revoked upon thirty (30) days notice to the permit holder.

(d) Any permit for a monthly tonnage in excess of one thousand tons (1,000) per month must be referred to Council prior to the approval.

(Ordinance No. 90-352, Sec. 2; amended by Ordinance No. 91-386C, Sec. 13)

Section 2: ORS 268.515(7) states that "Except in an emergency, the imposition of or increase in a service or user charge shall not become effective until 65 business days after approval by the governing body." The revenue projections contained in the budget for FY 1992-93 are dependent on the rates established by this Ordinance. For this reason, an emergency is declared to exist, and the effective date of this ordinance shall be July 1, 1992.

ADOPTED by the Council of the Metropolitan Service District this _____ day of _____, 1992.

Jim Gardner, Presiding Officer

RC:ay
SHARE\CART\RRC92-93\SW92455.ORD
April 28, 1992

AMENDED STAFF REPORT

CONSIDERATION OF ORDINANCE NO. 92-455A, FOR THE PURPOSE OF AMENDING METRO CODE CHAPTER 5.02, ESTABLISHING SOLID WASTE DISPOSAL RATES FOR FY 1992-93 AT METRO FACILITIES, AND DECLARING AN EMERGENCY

Date: May 8, 1992

Presented by: Bob Martin
Roosevelt Carter

FACTUAL BACKGROUND AND ANALYSIS

Metro's Solid Waste Disposal rates were last increased on July 1, 1991. Ordinance No. 92-455, will increase the overall Solid Waste Disposal System Rate at the Metro South Station, the Metro Central Station and the MSW Compost Facility.

The System Rate increase reflects the FY 1992-93 budgeted costs of shipping and disposing at least 90 percent of Metro's general purpose and/or residual waste at the Columbia Ridge Landfill. It also reflects capital improvement (principle and interest payments) and operating costs associated with the Metro South Station, the Metro Central Station and the MSW Compost Facility. Other rate covered expenses include Household Hazardous Waste facility costs at Metro South and Metro Central Stations, ongoing operational expenses at the St. Johns Landfill and a \$1 million scheduled contribution to the Closure Reserve Account.

Based on the above recommendations, rates will be revised as follows:

	<u>Current Rate</u>	<u>Recommended Rate</u>
Metro South Station		
(per ton)	\$66.75	\$73.25
Self-Haul (minimum)	15.00	19.00
Metro Central Station		
(per ton)	66.75	73.25
Self-Haul (minimum)	15.00	19.00
MSW Compost Facility		
(per ton)	\ 66.75	73.25

In addition to these Metro rates we will also be required to collect \$0.15 per ton for the DEQ Orphan Site Account and \$1.10 per ton for the DEQ Promotion Program Fee pursuant to Oregon State statute adopted by HB 3515. Rehabilitation and Enhancement fees of \$.50 per ton for projects within the immediate areas surrounding landfills and other solid waste facilities will also be added.

Following a more indepth review by the General Counsel's Office, the following changes enumerated in the attached memorandum have been incorporated as proposed Ordinance No. 92-455A.

FEE DEFINITIONS

Metro Disposal System means Metro South Station, Metro Central Station, MSW Compost Facility, Columbia Ridge Landfill and such other facilities, or contracts for service with Metro which transfer or cause solid waste to be disposed at the Columbia Ridge Landfill or other disposal facility.

Metro Waste Management System means all associated Metro solid waste services related to management of the whole recycling, processing and disposal system, including administrative, planning, financial, engineering and waste reduction activities.

Disposal Fee means those fees which pay the direct unit costs of transportation and disposal of general purpose solid waste to a landfill. Major cost components are: the long haul transport contract and the Oregon Waste System disposal contract.

Regional User Fee (Tier One) means those fees which pay for fixed costs associated with administrative, financial and engineering services and waste reduction activities of the Metro Waste Management System. Contingency fees on all costs and general transfers to solid waste funds and other departments for direct services are included in this fee. This fee is collected on all solid waste originating or disposed within the region.

Metro User Fee (Tier Two) means those fees which pay for fixed costs of the Metro Disposal System. This fee is imposed upon all solid waste delivered to any Metro Disposal System facility which delivery will affect Metro's reserved space capacity at the Columbia Ridge Landfill. Fixed costs of the Oregon Waste Systems disposal contract, the long haul transport contract, debt service and capital items directly related to the facilities are paid through this fee.

Regional Transfer Charge means those fees which pay the direct unit operating costs of the Metro transfer stations and compost facility. This fee is imposed upon all solid waste delivered to Metro Disposal System facilities.

Enhancement Fees means those fees which are used to pay for rehabilitation and enhancement projects in the areas immediately surrounding Metro Disposal System facilities.