

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ISSUING A ) ORDINANCE NO. 98-748  
DESIGNATED FACILITY AGREEMENT TO )  
USA WASTE SERVICES, INC., FOR THE )  
RIVERBEND LANDFILL FACILITY AND THE ) Introduced by : Mike Burton,  
NORTH WASCO COUNTY LANDFILL ) Executive Officer  
FACILITY AND FOR AMENDING THE )  
METRO CODE TO ADD RIVERBEND )  
LANDFILL AND NORTH WASCO COUNTY )  
LANDFILL TO THE LIST OF DESIGNATED )  
FACILITIES )

WHEREAS, USA Wastes Services, Inc., with its home office at 3205 SE Minter Bridge Road, Hillsboro, Oregon 97213, owns and operates Riverbend Landfill located in Yamhill County, Oregon and North Wasco County Landfill located in Wasco County Oregon; and

WHEREAS, USA Waste Services, Inc., has requested designated facility status for Riverbend Landfill and North Wasco County Landfill, and are willing to enter into an agreement with Metro; and

WHEREAS, Based on information contained in the staff report accompanying this Ordinance, the Council has determined that it is appropriate to designate the Riverbend Landfill and North Wasco County Landfill for receipt of solid waste from the District; and

WHEREAS, USA Waste Services, Inc., is willing to enter into agreement with Metro establishing the terms under which Riverbend Landfill and North Wasco County Landfill may receive waste from the Metro region, now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

Section 1. A Designated Facility Agreement is issued to USA Waste Services, Inc., for the Riverbend Landfill and North Wasco County Landfill facilities.

Section 2. Metro Code Section 5.05.030 is amended to read:

5.05.030 Use of Designated Facilities

(a) Designated Facilities. The following described facilities shall constitute the designated facilities to which Metro may direct solid waste pursuant to a required use order:

- (1) Metro South Station. The Metro South Station located at 2001 Washington, Oregon City, Oregon 97045.
- (2) MSW (Municipal Solid Waste) Compost Facility. The MSW Compost Facility located at 5611 N.E. Columbia Boulevard, Portland, Oregon 97217.
- (3) Metro Central Station. The Metro Central Station located at 6161 N.W. 61st Avenue, Portland, Oregon 97210.
- (4) St. Johns Landfill. The St. Johns Landfill located at 9363 N. Columbia Boulevard, Portland, Oregon 97203.
- (5) Franchise Facilities. All disposal sites, transfer stations, processing facilities and resource recovery facilities within the district which operate pursuant to a Metro franchise under chapter 5.01 of the Metro Code.
- (6) Grabhorn Lakeside Reclamation (limited purpose landfill). The Lakeside Reclamation limited purpose landfill, Route 1, Box 849, Beaverton, Oregon 97005, subject to the terms of an agreement between Metro and Grabhorn, Inc. authorizing receipt of solid waste generated within the service area.
- (7) Hillsboro Landfill (limited purpose landfill). The Hillsboro Landfill, 3205 S.E. Minter Bridge Road, Hillsboro, Oregon 97123, subject to the terms of an agreement between Metro and Hillsboro Landfill, Inc. authorizing receipt of solid waste generated within the service area.
- (8) Columbia Ridge Landfill. The Columbia Ridge Landfill owned and operated by Oregon Waste Systems, Inc. subject to the terms of the agreements in existence on November 14, 1989 between

Metro and Oregon Waste Systems and between Metro and Jack Gray Transport, Inc. In addition, Columbia Ridge Landfill may accept special waste generated within the service area:

- (A) As specified in an agreement entered into between Metro and Oregon Waste Systems authorizing receipt of such waste; or
  - (B) Subject to a non-system license issued to a person transporting to the facility special waste not specified in the agreement.
- (9) Roosevelt Regional Landfill. The Roosevelt Regional Landfill, owned and operated by Regional Disposal Company of Seattle and located in Klickitat County, Washington. Roosevelt Regional Landfill may accept special waste generated within the service area only as follows:
- (A) As specified in an agreement entered into between Metro and Regional Disposal Company authorizing receipt of such waste; or
  - (B) Subject to a non-system license issued to a person transporting to the facility special waste not specified in the agreement.
- (10) Finley Buttes Regional Landfill. The Finley Buttes Regional Landfill owned and operated by Finley Buttes Landfill Company of Vancouver, Washington, and located in Morrow County, Oregon. Finley Buttes Regional Landfill may accept special waste generated within the service area only as follows:
- (A) As specified in an agreement entered into between Metro and Finley Buttes Landfill Company authorizing receipt of such waste; or
  - (B) Subject to a non-system license issued to a person transporting to the facility special waste not specified in the agreement.
- (11) Riverbend Landfill. The Riverbend Landfill owned and operated by USA Waste Services, Inc., of Hillsboro, Oregon, and located in Yamhill County, Oregon. Riverbend Landfill may accept solid waste generated within the service area as specified in an

agreement entered into between Metro and USA Waste Services, Incorporated.

- (12) North Wasco County Landfill. The North Wasco County Landfill owned and operated by USA Waste Services, Inc., of Hillsboro, Oregon, and located in Wasco County, Oregon. North Wasco County Landfill may accept solid waste generated within the service area as specified in an agreement entered into between Metro and USA Waste Services, Incorporated.

(b) Changes to Designated Facilities to be Made by Council. From time to time, the council, acting pursuant to a duly enacted ordinance, may remove from the list of initial designated facilities any one or more of the facilities described in Metro Code section 5.05.030(a). In addition, from time to time, the council, acting pursuant to a duly enacted ordinance, may add to or delete a facility from the list of designated facilities. In deciding whether to designate an additional facility, or amend or delete an existing designation, the council shall consider:

- (1) The degree to which prior users of the facility and waste types accepted at the facility are known and the degree to which such wastes pose a future risk of environmental contamination;
- (2) The record of regulatory compliance of the facility's owner and operator with federal, state and local requirements;
- (3) The record of the facility regarding compliance with Metro ordinances and agreements or assistance to Metro in Metro ordinance enforcement;
- (4) The adequacy of operational practices and management controls at the facility;
- (5) The expected impact on the region's recycling and waste reduction efforts;
- (6) The expected impact on Metro's revenue;
- (7) The consistency of the designation with Metro's existing contractual arrangements;
- (8) The need for additional disposal capacity and the effect on existing designated facilities; and

(9) Other benefits or detriments accruing to residents of the region from council action in designating a facility, or amending or deleting an existing designation.

(c) An agreement, or amendment to an agreement between Metro and a designated facility, shall be subject to approval by the Metro council prior to execution by the executive officer.

(d) An agreement between Metro and a designated facility shall specify the types of wastes from within Metro boundaries that may be delivered to, or accepted at, the facility.

(e) Use of Non-System Facilities Prohibited. Except to the extent that solid waste generated within the service area is transported, disposed of or otherwise processed in accordance with the terms and conditions of a non-system license issued pursuant to Metro Code section 5.05.035, no waste hauler or other person shall transport solid waste generated within the service area to, or utilize or cause to be utilized for the disposal or other processing of any solid waste generated within the service area, any non-system facility.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

SA

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## STAFF REPORT

### FOR THE PURPOSE OF ISSUING DESIGNATED FACILITY AGREEMENTS TO USA WASTE SERVICES, INC., FOR THE RIVERBEND LANDFILL FACILITY AND THE NORTH WASCO COUNTY LANDFILL FACILITY AND FOR AMENDING THE METRO CODE TO ADD RIVERBEND LANDFILL AND NORTH WASCO COUNTY LANDFILL TO THE LIST OF DESIGNATED FACILITIES

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Date: May 7, 1998

Presented by: Bruce Warner  
Steve Kraten

Except under the authority of non-system licenses, solid waste generated within the boundaries of Metro must be disposed of at Metro designated facilities. The current list of designated facilities is set forth in section 5.05.030(a) of the Code. The Code provides for designation of additional solid waste facilities by Council based on findings contained in the staff report accompanying the ordinance designating such facility and additional information provided during the hearing of the ordinance. Ordinance 92-476 set forth the criteria to be considered in determining whether to designate additional facilities. Each of these criteria are addressed in this staff report with findings specific to the Riverbend and North Wasco County Landfills (NWCL):

**(1): The degree to which prior users of the facility and waste types accepted at the facility are known and the degree to which such wastes pose future risk of environmental contamination.**

#### Riverbend Landfill

Riverbend Landfill is a general purpose landfill that has operated under a license agreement with Yamhill County since October 1994. Prior to that, Riverbend operated under a County Franchise Agreement. Since its inception, Riverbend Landfill has operated under the authority of a solid waste disposal permit issued by the Oregon Department of Environmental Quality (DEQ).

Under Riverbend's license agreement with Yamhill County, Riverbend provides the County with monthly reports outlining the following information: tonnage of acceptable waste from within the county, tonnage of acceptable waste from outside the county, tonnage of industrial waste from within the county, tonnage of beneficial use material from within the county, tonnage of beneficial use material from outside the county, and monthly license fee payment information.

The landfill contains approximately 11 acres of unlined cells that pre-date 1991 federal Subtitle D requirements. While bag-house dust was disposed in some of these unlined cells, DEQ is not aware of the disposal of any other materials that might pose potential future risks of environmental contamination. In 1994 the unlined cells were capped with a composite cover system including an HDPE membrane.

The majority of waste delivered to the Riverbend facility is municipal solid waste, primarily from Yamhill, Tillamook, Clatsop, Columbia, Washington and Clackamas Counties. The landfill also receives special wastes, primarily petroleum contaminated soils, from all over the state of Oregon.

#### North Wasco County Landfill

North Wasco County Landfill is a general purpose landfill that has operated under a license agreement with Yamhill County since November 1996. Prior to that, NWCL operated under a County Franchise Agreement. Under the agreement, NWCL provides the County with monthly reports containing the same information as described above for Riverbend Landfill.

The landfill contains a substantial area of unlined cells that pre-date 1991 federal Subtitle D requirements. Other than asbestos, the DEQ is not aware of the disposal of any materials that might pose potential future risks of environmental contamination. The unlined cells are presently capped with soil but have not yet undergone permanent closure.

The majority of waste delivered to NWCL consists of residual waste from recovery operations at East County Recycling (ECR) and material reloaded at Wastech. Both ECR and Wastech presently send waste to NWCL under the authority of non-system licenses issued by Metro. The remainder is municipal solid waste, primarily from Wasco, Hood River, and Skamania Counties. The landfill also receives a small amount of petroleum contaminated soils.

**(2): The record of regulatory compliance of the facility's owner and operator with federal, state and local requirements.**

#### Riverbend Landfill

Riverbend Landfill is currently in compliance with its license agreement with Yamhill County and has filed reports and paid appropriate license fees to Yamhill County in a timely manner. According to Yamhill County, Riverbend Landfill has provided necessary information to the County in response to complaints and has been proactive in modifying operations to reduce nuisances. Riverbend Landfill has a DEQ Solid Waste Disposal Permit, and is operating in conformance with the terms and conditions of its permit.

For a short time on one night in April 1997, harmonic vibrations caused by excess air entering the landfill's gas collection flare system disturbed a number of residents who live near the landfill. The incident occurred during an upgrade of the system, and is not expected to recur. The landfill operators responded quickly to remedy the situation.

During the last six years, four notices of non-compliance have been issued to the facility by the DEQ. All of these notices were for minor violations, and all were quickly resolved. The facility operators have consistently cooperated with the DEQ and Yamhill County. Riverbend Landfill meets or exceeds all Subtitle D requirements. Regulatory staff at the DEQ describe the landfill as well built and environmentally sound.

#### North Wasco County Landfill

NWCL is currently in compliance with its license agreement with Wasco County and has filed reports and paid appropriate license fees to Wasco County in a timely manner. According to Wasco County, NWCL has been proactive in modifying operations to reduce

nuisances, most of which concerned the flow of truck traffic. NWCL has a DEQ Solid Waste Disposal Permit, and is operating in conformance with the terms and conditions of its permit. NWCL meets all Subtitle D requirements and is regarded by the DEQ as environmentally sound.

According to a letter provided to the DEQ by USA Waste, groundwater samples taken during the first quarter of 1998 tested for antimony at a level higher than Federal Maximum Contaminant Levels. USA Waste suspects that this result is a false positive and is currently in the process of re-testing. According to Wasco County staff, the facility operator has a good history of cooperation and regulatory compliance.

**(3): The record of the facility regarding compliance with Metro ordinances and agreements or assistance to Metro in Metro ordinance enforcement.**

Riverbend Landfill and NWCL are outside the jurisdiction of Metro ordinances, and have not been party to an agreement with Metro.

**(4): The adequacy of operational practices and management controls at the facility.**

#### Riverbend Landfill

Riverbend Landfill is authorized by the Department of Environmental Quality to receive municipal mixed solid waste for disposal. The facility has gone through a rigorous permitting process and demonstrated that it is in conformance with state and federal regulations. The site is equipped with surface water run-on/run-off control systems, liners, leak detection systems, leachate collection and treatment systems, and landfill gas measurement systems.

Elevated concentrations of volatile organic compounds (VOCs) were recorded in a single groundwater well at the landfill in 1993. Installation of a landfill gas collection system after this incident caused the levels of VOCs within the groundwater monitored by this well to be reduced to legally acceptable limits.

DEQ performs unannounced inspections at least bi-monthly to determine whether the landfill is being operated in accordance with the conditions of its DEQ Solid Waste Disposal Permit. There are no outstanding violations at the facility.

Willow Creek Associates, a consulting firm hired by Metro to assess options available to Metro concerning the disposition of waste from the Forest Grove Transfer Station (September 16, 1997), reviewed Riverbend Landfill's environmental strengths and weaknesses. The Willow Creek project team visited the landfill and observed its operations. They concluded that the landfill is operated by a large national company that has specialized expertise in the construction and operation of solid waste landfills; the site has a competent and experienced site manager that is responsible for its operation; and on the day of their visit, in the opinion of the Willow Creek Associates project team, the site was well run and operating efficiently. No items were observed that threatened public health or the environment.

#### North Wasco County Landfill

NWCL is authorized by the Department of Environmental Quality to receive municipal



mixed solid waste for disposal. The facility has gone through a rigorous permitting process and demonstrated that it is in conformance with state and federal regulations. The site is equipped with groundwater monitoring wells, a leachate collection and treatment system, and landfill gas probes.

DEQ performs unannounced inspections at least bi-monthly to determine whether the landfill is being operated in accordance with the conditions of its DEQ Solid Waste Disposal Permit. There are no outstanding violations at the facility.

**(5): The expected impact on the region's recycling and waste reduction efforts.**

Approval of Designated Facility Agreements is not expected to have an impact on recycling and waste reduction efforts.

**(6): The expected impact on Metro's revenue.**

No revenue impacts are expected, since present Metro region users of the landfills are currently paying user fees to Metro under non-system licenses.

**(7): The consistency of the designation with Metro's existing contractual arrangements.**

*Riverbend Landfill*

Metro Designated Facility Status would supersede Forest Grove Transfer Station's need to have a non-system license.

*North Wasco County Landfill*

Metro Designated Facility Status would supersede Wastech and ECR's need to have non-system licenses.

**(8): The need for additional disposal capacity and the effect on existing designated facilities.**

*Riverbend Landfill*

There is no need at this time for additional disposal capacity for the Metro region. Riverbend Landfill is presently accepting municipal mixed solid waste from the Metro region, with nearly all of this waste coming from Forest Grove Transfer Station under the authority of a Non-system License. The landfill also accepts a limit of five hundred tons per year from another licensee. Riverbend Landfill is limited to accepting not more than 10% of waste from the Metro region being delivered to a general purpose landfill. REM staff do not foresee designated facility status resulting in a significant change in the volume of waste received by this facility. For this reason, approval of Designated Facility status for Riverbend Landfill is not expected to have an effect on existing designated facilities.

*North Wasco County Landfill*

NWCL is presently accepting the majority of its waste from the East County Recycling and Wastech under the authority of non-system licenses with the remainder coming from the surrounding counties. Granting of Designated Facility status to NWCL is not expected to effect existing designated facilities.

**(9): Other benefits or detriments accruing to residents of the region from Council action in designation of a facility.**

**Riverbend Landfill**

Vehicle emissions from transporting waste from the Forest Grove Transfer Station to Riverbend and Columbia Ridge Landfills were calculated by the DEQ using an EPA highway vehicle emission factor model. Its conclusion was that truck emissions were generally three times greater to transport refuse to Columbia Ridge Landfill than to Riverbend Landfill. It did, however, conclude that the difference in emissions was not significant when compared to the large volume of motor vehicle emissions already being released into the airsheds along these routes (Willow Creek Associates, Assessment of Metro Options for Disposition of FGTS Waste, 1997).

**North Wasco County Landfill**

Some dry waste from ERI that is currently delivered to the Hillsboro Landfill for disposal may go instead to NWCL. While the shift in truck trips will increase traffic on I-84 eastward, the increase in emissions will be marginal when compared to the existing large volume of motor vehicle emissions along the route.

The primary benefit anticipated from designation of these facilities is that REM would obtain tonnage data previously unavailable. Access to this data will strengthen REM's forecasting and modeling capacities, allowing REM to better manage the regional solid waste system.

**STAFF RECOMMENDATION:**

Staff recommends the issuance of Designated Facility Agreements to USA Waste Services, Inc., for the Riverbend Landfill and the North Wasco County Landfill.

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## AGREEMENT

This Agreement is between Metro, a municipal corporation organized under ORS chapter 268 and the 1992 Metro Charter, referred to herein as "Metro", located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, and USA Waste Services, Inc., located at 3205 SE Minter Bridge Road, Hillsboro, Oregon 97213, referred to herein as "Company."

This Agreement is entered into by Metro under the authority of ORS 268.317, and Metro Code Chapter 5.05. Company enters into this Agreement in recognition of the "Designated Facility" status conferred upon Riverbend Landfill in Yamhill County, Oregon by Metro Ordinance No. 98-748.

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

1. Purpose and Authority. The purpose of this Agreement is to establish the terms under which Company may receive, at its Riverbend Landfill (herein "Facility"), the types of waste specified in Section 3 of this Agreement that were generated within Metro boundaries.
2. Duration. Unless terminated sooner as specified herein, this Agreement shall remain in effect for two (2) years from the date of execution by both parties. To avoid unnecessary disruption while Metro considers possible renewal of this Agreement, if Company has not received written notice of termination from Metro on or before the two-year anniversary of this Agreement, this Agreement shall continue in effect until such notice is provided to Company.
3. Waste That May be Accepted at the Facility.
  - a. Pursuant to this Agreement, and to the extent the Facility has legal authority to accept such waste, the Facility may accept only the following types of waste generated within Metro boundaries:
    - (1) Construction, demolition, and land-clearing waste.
    - (2) Non-hazardous industrial dust.
    - (3) Asbestos (special requirements for packaging and unloading would apply).

- (4) Contaminated soil and other non-putrescible debris from clean-up of petroleum or other non-hazardous chemical spills.
  - (5) Special waste as defined in Section 5.02.015(s) of the Metro Code. A copy of this section of the Code is attached as Attachment A, and is incorporated herein by this reference. In all instances, Section 5.02.015(s) shall be construed by both parties as limited to waste that requires special handling or testing prior to disposal at a Metro facility or at a landfill.
  - (6) All solid waste transferred from the Forest Grove Transfer Station.
  - (7) Other waste as described in any future addendum to this Agreement or as authorized by Metro in a non-system license. A modification or addendum to this Agreement that adds "other waste" shall not be effective unless approved by the Metro Council.
- b. This Agreement shall not be construed to allow disposal at the Facility of other types of waste not listed in Section 3.a., generated within Metro boundaries.

4. Recordkeeping and Audits.

- a. Company shall maintain complete and accurate records regarding all solid waste transported, treated, disposed of, or otherwise processed pursuant to this Agreement, and shall make such records available to, or send copies to, the Metro Regional Environmental Department or its duly designated agents for inspection, auditing and copying upon not less than seven days written notice from Metro. Pre-numbered tickets shall be used for all transactions, in numerical sequence, and voided or canceled tickets shall be retained.
- b. At Metro's option, Company shall have an independent audit conducted by a firm acceptable to Metro, no more than once each year, at Company's expense. The audit report provided to Metro following an independent audit shall address matters reasonably related to this Agreement, as specified in an audit program approved by Metro and provided to Company prior to the audit.

5. Reports and Information.

- a.. Company shall report in writing to the Metro Regional Environmental Management Department no later than the tenth (10th) day of each month, for the duration of this Agreement, the number of tons of solid waste transported, disposed of, or otherwise processed pursuant to this Agreement during the preceding month. The reports shall provide sufficient detail to adequately identify the waste profile of the various materials transported, treated, and disposed of, and include the names of persons or entities generating and delivering waste to the Facility, and the types and quantities of waste generated or delivered by such persons or entities. To the extent such

information is available in electronic form, Company shall make such information available to Metro on computer disk. Metro shall maintain the confidentiality of all records submitted by Company to the extent public disclosure is not required by ORS Chapter 192, and otherwise in conformance with Section 11 of this Agreement.

- b. Company shall complete a cumulative status review of the waste types and profiles covering each six months of operations under this Agreement and shall provide such report to Metro within 45 days of the expiration of the six-month period covered by the report. The first report shall cover the period of operations from the date of execution of this Agreement through December 31, 1998.
- c. Company shall provide to Metro copies of all permits covering the Facility of operations at the Facility. Copies of revisions to existing permits and newly issued permits shall be provided to Metro within seven (7) business days of receipt. Company shall also provide, within ten (10) business days, a copy of any official enforcement action regarding the Facility or its operation, including, but not limited to, a notice of violation or non-compliance with a statute, regulation, or permit condition.

6. User Fee/Excise Tax.

- a. Upon receipt of the reports described in Section 5.a., Metro shall transmit an invoice to Company for a fee equal to per-ton user fees assessed pursuant to Metro Code Chapter 5.02, multiplied by the number of tons (or fraction thereof) of solid waste disposed of or processed pursuant to this Agreement during the preceding month. Company shall make payment to Metro in the invoiced amount, no later than thirty (30) days after the date of the invoice. Company shall use reasonable business judgment in allowing generators or transporters of waste to dispose of waste at its Facility on a credit basis, and shall use reasonable legal means to collect disposal charges, including all fees and taxes owed to Metro. If Company is unable to collect disposal charges, Company may deduct uncollectable Metro fees and taxes, when an affidavit explaining the status of the uncollectable account is provided that sufficiently documents good faith collection efforts conducted by Company. If Company receives a partial payment and the remainder of the account is uncollectable, the payment received shall be pro-rated between Company's disposal charges and Metro's fees and taxes. All amounts owing to Metro that are deemed "uncollectable" and are ultimately collected shall be remitted to Metro within thirty (30) days of receipt by Company.
- b. Upon receipt of the reports described in Section 5.a., Metro shall transmit an invoice to Company for a fee equal to all excise taxes required to be paid under Metro Code Chapter 7.01, as a result of Company's activities during the preceding month. Excise taxes shall be due for disposal of waste at the Facility, but shall not be due for transport to the Facility, even if Company arranges that transport.

- c. Credit terms shall be as specified in the Metro Code as now in effect, or as amended.
- d. Company shall not pay the user fees and excise taxes described in this paragraph on waste received at the Facility which:
  - (1) Is accepted without charge or fee; and
  - (2) Is intended to be used for a beneficial purpose and which is, in fact, used for a beneficial purpose.

7. Modification, Suspension, and Termination.

- a. If Company fails to fully and promptly comply with a term of condition of this Agreement, the Executive Officer shall issue to Company a written notice of noncompliance briefly describing such failure. The notice shall state that, within a period specified by the Executive Officer of at least twenty (20) days, Company must demonstrate to the satisfaction of the Executive Officer either that company has not violated a term or condition of this Agreement, that the violation has been corrected, or that Company is making diligent efforts to correct the violation and is likely to succeed in a reasonable period of time. Company shall also, within the same period, pay all fines owing as a result of noncompliance or make arrangements for payment satisfactory to the Executive Officer. Failure to comply with the notice of noncompliance shall be grounds for suspension of this Agreement by the Executive Officer, effective as of 5:00 p.m. on the last day of the compliance period specified by the Executive Officer, until such time as the Executive Officer issues a written finding to Company that the violation has been cured. The Executive Officer may extend the compliance period to a total of no more than sixty (60) days from the date of the notice of noncompliance, upon determining that Company is making good faith efforts to comply and is capable of complying within the extended compliance period.
- b. Metro's Executive Officer may suspend this Agreement without prior notice, as follows:
  - (1) As specified in subsection a. of this section;
  - (2) If necessary in the reasonable opinion of the Executive Officer to protect the public health, safety or welfare, and in the case of an emergency;
  - (3) If, due to a binding decision by an arbitrator or court of competent jurisdiction, Metro may be liable for damages for allowing waste of the quantity or type specified in this Agreement to be disposed of at Company's Facility, or Metro may no longer allow such waste to be disposed of at Company's Facility.

- c. The Metro Council may modify, suspend or terminate this Agreement for good cause or substantial change of circumstances, upon passage of a resolution specifying the action taken and the effective date. If this Agreement is modified by Council resolution, Company shall have thirty (30) days from the date of the resolution to acknowledge the modification by signing a written instrument containing the terms of the modification. Failure of Company to acknowledge the modification within the 30-day period, unless otherwise excused by Metro's Executive Officer, shall result in suspension of the Agreement at the close of business on the 30th day, until the modification is acknowledged in writing by Company.
- d. If the Metro Council adopts a resolution to modify, suspend, or terminate this Agreement without providing Company with reasonable notice and an opportunity to be heard prior to Council action, Company shall be entitled to a contested case hearing related to the action taken, as specified in Metro Code Chapter 2.05.
- e. Nothing in this section shall be interpreted to hinder or prevent Metro from making and enforcing policy judgments related to the flow of solid waste out of Metro boundaries, regardless of the perceived or actual impact of such decisions on Company's business. A policy judgment by Metro to limit or prevent waste generated within Metro boundaries from entering the Facility shall under no circumstances be the basis for payment of compensation by Metro to Company.

8. Compliance with Law.

Company shall fully comply with the Metro Code, as amended, and with all federal, state, regional, and local laws, as amended, rules, regulations, ordinances, orders, and permits pertaining in any manner to this Agreement. 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 Agreement by reference as if specifically set forth herein. Such conditions and permits include those attached as exhibits to this Agreement, as well as any existing at the time of issuance of this Agreement and not attached, and permits or conditions issued or modified during the term of this Agreement.

9. Right of Inspection.

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 Agreement. 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 reasonable opinion of the Metro Regional Environmental Management Director, such notice would defeat the purpose of the entry.

10. Indemnification. Company shall indemnify, defend, and hold Metro and Metro's 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, Company's performance under this Agreement.

11. Confidentiality.

a. Metro recognizes and acknowledges the confidential and proprietary nature of the names of persons or entities generating or delivering waste to the facility and the types and quantities of waste generated or delivered by such persons or entities herein, ("confidential information"), which Company is required to submit to Metro under Section 5.a. of this Agreement. Metro recognizes that the confidential information specified herein is a "trade secret" and exempt from public disclosure under Oregon law because it is currently known only by Company, is used by Company in its business, and gives Company a business advantage over others not possessing such information. The ability of competitors of Company to obtain the confidential information specified herein is not in the public interest because it detracts from a relationship of trust that is necessary for Metro to effectively carry out its solid waste management functions. Metro hereby obligates itself in good faith not to disclose such confidential information to any person outside of Metro except as specified herein. Access to, and use of, such information shall only be as specified in this section.

b. At any time during and after the term of this Agreement, Metro shall not, in any manner whatsoever, either directly or indirectly, divulge, disclose, or communicate to any person, partnership, firm, association, corporation, or other entity, or to any person at Metro who does not have a reasonable need to obtain confidential information for Metro's solid waste management purposes, or use for the personal benefit of such party, the confidential information specified in this section.

Metro may, nevertheless, use such information for solid waste management purposes, including solid waste tracking and forecasting, enforcement of the Metro Code, or assistance to other jurisdictions in regulatory or other law enforcement. Metro may also use such confidential information in aggregations or summaries that may be released to the public, so long as it is not possible to identify from such aggregations or summaries the persons or other entities generating and delivering waste to the Facility or the types and quantities of waste that such persons or other entities generate or deliver to the Facility. Metro shall notify Company within three (3) business days of Metro's receipt of a request for confidential information from a third party. If it becomes necessary for Metro to release confidential information to any



person outside of Metro, Metro shall so notify Company in writing, at least fifteen (15) days prior to releasing such information.

- c. When submitting to Metro the confidential information specified herein, Company shall mark such materials as confidential. Metro shall keep all such material separate from its other records and materials, in the custody and control of the Metro Office of General Counsel, such that it will not be available to members of the public or persons at Metro who do not have a reasonable need to obtain access to the information relative to Metro's solid waste management responsibilities.
- d. If Oregon law is modified such that the confidential information referenced in this section is no longer exempt from public disclosure, or if a court of competent jurisdiction requires release of such information, Company shall no longer be required to submit such information to Metro. In such instance, upon request, Company nevertheless agrees to provide to Metro the names of specific generators or transporters, and the types and quantities of waste delivered by such persons or entities, for Metro's use in enforcing the Metro Code against such persons or entities, when Metro demonstrates a reasonable suspicion that a violation has occurred.

12. General Conditions.

- a. The power and right to regulate, in the public interest, the exercise of the privileges granted by this Agreement 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 Company.
- b. Company shall be responsible for ensuring that its contractors and agents operate in complete compliance with the terms and conditions of this Agreement.
- c. The granting of this Agreement shall not confer a property right to Company, nor vest any right or privilege in Company to receive specific quantities of solid waste during the term of this Agreement.
- d. This Agreement may not be transferred or assigned without the prior written approval of Metro. Consent to assignment or transfer shall not be unreasonably withheld.
- e. To be effective, a waiver of any term or condition, or amendment to this Agreement must be in writing, signed by either the Executive Officer or an authorized officer of the Company, as the case may be. Waiver of a term or condition of this Agreement by either party shall neither waive nor prejudice that party's right otherwise to require performance of the same term or condition or any other term or condition.
- f. This Agreement shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.

- g. If any provision of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Agreement shall not be affected.
- h. This Agreement is the entire agreement between the parties. This Agreement does not allow receipt of solid waste from within the boundaries of Metro for any purpose other than disposal in accordance with this Agreement.

USA WASTE SERVICES, INC.

METRO

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

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

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

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**ATTACHMENT A  
TO  
DESIGNATED FACILITIES AGREEMENT**

(g) "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 waste has 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 waste 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 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 waste listed in subsections 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 waste listed in subsections 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 wastewater treatment plant grits, screenings, and sludge; contaminated soils; tannery waste; empty pesticide containers; and dead animals or by-products.

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## AGREEMENT

This Agreement is between Metro, a municipal corporation organized under ORS Chapter 268 and the 1992 Metro Charter, referred to herein as "Metro", located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, and USA Waste Services, Inc., located at 3205 SE Minter Bridge Road, Hillsboro, Oregon 97213, referred to herein as "Company."

This Agreement is entered into by Metro under the authority of ORS 268.317, and Metro Code Chapter 5.05. Company enters into this Agreement in recognition of the "Designated Facility" status conferred upon North Wasco County Landfill in Wasco County, Oregon by Metro Ordinance No. 98-748.

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

1. Purpose and Authority. The purpose of this Agreement is to establish the terms under which Company may receive, at its North Wasco County Landfill (herein "Facility"), the types of waste specified in Section 3 of this Agreement that were generated within Metro boundaries.
2. Duration. Unless terminated sooner as specified herein, this Agreement shall remain in effect for two (2) years from the date of execution by both parties. To avoid unnecessary disruption while Metro considers possible renewal of this Agreement, if Company has not received written notice of termination from Metro on or before the two-year anniversary of this Agreement, this Agreement shall continue in effect until such notice is provided to Company.
3. Waste That May be Accepted at the Facility.
  - a. Pursuant to this Agreement, and to the extent that the Facility has legal authority to accept such waste, the Facility may accept only the following types of waste generated within Metro boundaries:
    - (1) Construction, demolition, and land-clearing waste.
    - (2) Non-hazardous industrial dust.
    - (3) Asbestos (special requirements for packaging and unloading would apply).

- (4) Contaminated soil and other non-putrescible debris from clean-up of petroleum or other non-hazardous chemical spills.
  - (5) Special waste as defined in Section 5.02.015(s) of the Metro Code. A copy of this section of the Code is attached as Attachment A, and is incorporated herein by this reference. In all instances, Section 5.02.015(s) shall be construed by both parties as limited to waste that requires special handling or testing prior to disposal at a Metro facility or at a landfill.
  - (6) Other waste as described in any future addendum to this Agreement or as authorized by Metro in a non-system license. A modification or addendum to this Agreement that adds "other waste" shall not be effective unless approved by the Metro Council.
- b. This Agreement shall not be construed to allow disposal at the Facility of other types of waste not listed in Section 3.a., generated within Metro boundaries.

4. Recordkeeping and Audits.

- a. Company shall maintain complete and accurate records regarding all solid waste transported, treated, disposed of, or otherwise processed pursuant to this Agreement, and shall make such records available to, or send copies to, the Metro Regional Environmental Department or its duly designated agents for inspection, auditing and copying upon not less than seven days written notice from Metro. Pre-numbered tickets shall be used for all transactions, in numerical sequence, and voided or canceled tickets shall be retained.
- b. At Metro's option, Company shall have an independent audit conducted by a firm acceptable to Metro, no more than once each year, at Company's expense. The audit report provided to Metro following an independent audit shall address matters reasonably related to this Agreement, as specified in an audit program approved by Metro and provided to Company prior to the audit.

5. Reports and Information.

- a.. Company shall report in writing to the Metro Regional Environmental Management Department no later than the tenth (10th) day of each month, for the duration of this Agreement, the number of tons of solid waste transported, disposed of, or otherwise processed pursuant to this Agreement during the preceding month. The reports shall provide sufficient detail to adequately identify the waste profile of the various materials transported, treated, and disposed of, and include the names of persons or entities generating and delivering waste to the Facility, and the types and quantities of waste generated or delivered by such persons or entities. To the extent such information is available in electronic form, Company shall make such information

available to Metro on computer disk. Metro shall maintain the confidentiality of all records submitted by Company to the extent public disclosure is not required by ORS Chapter 192, and otherwise in conformance with Section 11 of this Agreement.

- b. Company shall complete a cumulative status review of the waste types and profiles covering each six months of operations under this Agreement and shall provide such report to Metro within 45 days of the expiration of the six-month period covered by the report. The first report shall cover the period of operations from the date of execution of this Agreement through December 31, 1998.
- c. Company shall provide to Metro copies of all permits covering the Facility of operations at the Facility. Copies of revisions to existing permits and newly issued permits shall be provided to Metro within seven (7) business days of receipt. Company shall also provide, within ten (10) business days, a copy of any official enforcement action regarding the Facility or its operation, including, but not limited to, a notice of violation or non-compliance with a statute, regulation, or permit condition.

6. User Fee/Excise Tax.

- a. Upon receipt of the reports described in Section 5.a., Metro shall transmit an invoice to Company for a fee equal to per-ton user fees assessed pursuant to Metro Code Chapter 5.02, multiplied by the number of tons (or fraction thereof) of solid waste disposed of or processed pursuant to this Agreement during the preceding month. Company shall make payment to Metro in the invoiced amount, no later than thirty (30) days after the date of the invoice. Company shall use reasonable business judgment in allowing generators or transporters of waste to dispose of waste at its Facility on a credit basis, and shall use reasonable legal means to collect disposal charges, including all fees and taxes owed to Metro. If Company is unable to collect disposal charges, Company may deduct uncollectable Metro fees and taxes, when an affidavit explaining the status of the uncollectable account is provided that sufficiently documents good faith collection efforts conducted by Company. If Company receives a partial payment and the remainder of the account is uncollectable, the payment received shall be pro-rated between Company's disposal charges and Metro's fees and taxes. All amounts owing to Metro that are deemed "uncollectable" and are ultimately collected shall be remitted to Metro within thirty (30) days of receipt by Company.
- b. Upon receipt of the reports described in Section 5.a., Metro shall transmit an invoice to Company for a fee equal to all excise taxes required to be paid under Metro Code Chapter 7.01, as a result of Company's activities during the preceding month. Excise taxes shall be due for disposal of waste at the Facility, but shall not be due for transport to the Facility, even if Company arranges that transport.

- c. Credit terms shall be as specified in the Metro Code as now in effect, or as amended.
- d. Company shall not pay the user fees and excise taxes described in this paragraph on waste received at the Facility which:
  - (1) Is accepted without charge or fee; and
  - (2) Is intended to be used for a beneficial purpose and which is, in fact, used for a beneficial purpose.

7. Modification, Suspension, and Termination.

- a. If Company fails to fully and promptly comply with a term of condition of this Agreement, the Executive Officer shall issue to Company a written notice of noncompliance briefly describing such failure. The notice shall state that, within a period specified by the Executive Officer of at least twenty (20) days, Company must demonstrate to the satisfaction of the Executive Officer either that company has not violated a term or condition of this Agreement, that the violation has been corrected, or that Company is making diligent efforts to correct the violation and is likely to succeed in a reasonable period of time. Company shall also, within the same period, pay all fines owing as a result of noncompliance or make arrangements for payment satisfactory to the Executive Officer. Failure to comply with the notice of noncompliance shall be grounds for suspension of this Agreement by the Executive Officer, effective as of 5:00 p.m. on the last day of the compliance period specified by the Executive Officer, until such time as the Executive Officer issues a written finding to Company that the violation has been cured. The Executive Officer may extend the compliance period to a total of no more than sixty (60) days from the date of the notice of noncompliance, upon determining that Company is making good faith efforts to comply and is capable of complying within the extended compliance period.
- b. Metro's Executive Officer may suspend this Agreement without prior notice, as follows:
  - (1) As specified in subsection a. of this section;
  - (2) If necessary in the reasonable opinion of the Executive Officer to protect the public health, safety or welfare, and in the case of an emergency;
  - (3) If, due to a binding decision by an arbitrator or court of competent jurisdiction, Metro may be liable for damages for allowing waste of the quantity or type specified in this Agreement to be disposed of at Company's Facility, or Metro may no longer allow such waste to be disposed of at Company's Facility.
- c. The Metro Council may modify, suspend or terminate this Agreement for good cause or substantial change of circumstances, upon passage of a resolution specifying the



action taken and the effective date. If this Agreement is modified by Council resolution, Company shall have thirty (30) days from the date of the resolution to acknowledge the modification by signing a written instrument containing the terms of the modification. Failure of Company to acknowledge the modification within the 30-day period, unless otherwise excused by Metro's Executive Officer, shall result in suspension of the Agreement at the close of business on the 30th day, until the modification is acknowledged in writing by Company.

- d. If the Metro Council adopts a resolution to modify, suspend, or terminate this Agreement without providing Company with reasonable notice and an opportunity to be heard prior to Council action, Company shall be entitled to a contested case hearing related to the action taken, as specified in Metro Code Chapter 2.05.
- e. Nothing in this section shall be interpreted to hinder or prevent Metro from making and enforcing policy judgments related to the flow of solid waste out of Metro boundaries, regardless of the perceived or actual impact of such decisions on Company's business. A policy judgment by Metro to limit or prevent waste generated within Metro boundaries from entering the Facility shall under no circumstances be the basis for payment of compensation by Metro to Company.

8. Compliance with Law.

Company shall fully comply with the Metro Code, as amended, and with all federal, state, regional, and local laws, as amended, rules, regulations, ordinances, orders, and permits pertaining in any manner to this Agreement. 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 Agreement by reference as if specifically set forth herein. Such conditions and permits include those attached as exhibits to this Agreement, as well as any existing at the time of issuance of this Agreement and not attached, and permits or conditions issued or modified during the term of this Agreement.

9. Right of Inspection.

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 Agreement. 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 reasonable opinion of the Metro Regional Environmental Management Director, such notice would defeat the purpose of the entry.

10. Indemnification. Company shall indemnify, defend, and hold Metro and Metro's 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, Company's performance under this Agreement.

11. Confidentiality.

- a. Metro recognizes and acknowledges the confidential and proprietary nature of the names of persons or entities generating or delivering waste to the facility and the types and quantities of waste generated or delivered by such persons or entities herein, ("confidential information"), which Company is required to submit to Metro under Section 5.a. of this Agreement. Metro recognizes that the confidential information specified herein is a "trade secret" and exempt from public disclosure under Oregon law because it is currently known only by Company, is used by Company in its business, and gives Company a business advantage over others not possessing such information. The ability of competitors of Company to obtain the confidential information specified herein is not in the public interest because it detracts from a relationship of trust that is necessary for Metro to effectively carry out its solid waste management functions. Metro hereby obligates itself in good faith not to disclose such confidential information to any person outside of Metro except as specified herein. Access to, and use of, such information shall only be as specified in this section.
- b. At any time during and after the term of this Agreement, Metro shall not, in any manner whatsoever, either directly or indirectly, divulge, disclose, or communicate to any person, partnership, firm, association, corporation, or other entity, or to any person at Metro who does not have a reasonable need to obtain confidential information for Metro's solid waste management purposes, or use for the personal benefit of such party, the confidential information specified in this section.

Metro may, nevertheless, use such information for solid waste management purposes, including solid waste tracking and forecasting, enforcement of the Metro Code, or assistance to other jurisdictions in regulatory or other law enforcement. Metro may also use such confidential information in aggregations or summaries that may be released to the public, so long as it is not possible to identify from such aggregations or summaries the persons or other entities generating and delivering waste to the Facility or the types and quantities of waste that such persons or other entities generate or deliver to the Facility. Metro shall notify Company within three (3) business days of Metro's receipt of a request for confidential information from a third party. If it becomes necessary for Metro to release confidential information to any person outside of Metro, Metro shall so notify Company in writing, at least fifteen (15) days prior to releasing such information.

- c. When submitting to Metro the confidential information specified herein, Company shall mark such materials as confidential. Metro shall keep all such material separate from its other records and materials, in the custody and control of the Metro Office of General Counsel, such that it will not be available to members of the public or persons at Metro who do not have a reasonable need to obtain access to the information relative to Metro's solid waste management responsibilities.
- d. If Oregon law is modified such that the confidential information referenced in this section is no longer exempt from public disclosure, or if a court of competent jurisdiction requires release of such information, Company shall no longer be required to submit such information to Metro. In such instance, upon request, Company nevertheless agrees to provide to Metro the names of specific generators or transporters, and the types and quantities of waste delivered by such persons or entities, for Metro's use in enforcing the Metro Code against such persons or entities, when Metro demonstrates a reasonable suspicion that a violation has occurred.

12. General Conditions.

- a. The power and right to regulate, in the public interest, the exercise of the privileges granted by this Agreement 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 Company.
- b. Company shall be responsible for ensuring that its contractors and agents operate in complete compliance with the terms and conditions of this Agreement.
- c. The granting of this Agreement shall not confer a property right to Company, nor vest any right or privilege in Company to receive specific quantities of solid waste during the term of this Agreement.
- d. This Agreement may not be transferred or assigned without the prior written approval of Metro. Consent to assignment or transfer shall not be unreasonably withheld.
- e. To be effective, a waiver of any term or condition, or amendment to this Agreement must be in writing, signed by either the Executive Officer or an authorized officer of the Company, as the case may be. Waiver of a term or condition of this Agreement by either party shall neither waive nor prejudice that party's right otherwise to require performance of the same term or condition or any other term or condition.
- f. This Agreement shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
- g. If any provision of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Agreement shall not be affected.

- h. This Agreement is the entire agreement between the parties. This Agreement does not allow receipt of solid waste from within the boundaries of Metro for any purpose other than disposal in accordance with this Agreement.

USA WASTE SERVICES, INC.

METRO

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

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

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

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**ATTACHMENT A  
TO  
DESIGNATED FACILITIES AGREEMENT**

(g) "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 waste has 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 waste 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 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 waste listed in subsections 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 waste listed in subsections 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
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Examples of special wastes are: Chemicals, liquids, sludge and dust from commercial and industrial operations; municipal wastewater treatment plant grits, screenings, and sludge; contaminated soils; tannery waste; empty pesticide containers; and dead animals or by-products.

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# M E M O R A N D U M

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**DATE:** June 3, 1999  
**TO:** Becky Shoemaker, Council Archivist  
**FROM:** Aaron Brondyke, Assistant to the Director of REM  
**RE:** Disposition of Ordinance No. 98-748

This ordinance was withdrawn. REM was originally going to send the Riverbend and N. Wasco County Landfill DFAs to Council together in a single ordinance (98-748). However, on Marv Fjordbeck's recommendation (OGC), the ordinances were prepared separately. Ordinance No. 98-756 was developed for N. Wasco, and Ordinance No. 98-757 was developed for Riverbend.