

**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**  
**Wednesday, January 16, 2019 at 9:00 a.m.**  
**Port of Morrow Riverfront Center, Wells Springs Room**  
**2 Marine Drive, Boardman, Oregon**

- 1. Call to Order and Pledge of Allegiance: 9:00 a.m.**
- 2. City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not already on the agenda
- 4. Consent Calendar**
  - a. Accounts Payable, January 17<sup>th</sup>; Manual Check Run, January 11<sup>th</sup>, \$24,200
  - b. Minutes: December 19, 2018
  - c. Umatilla-Morrow Head Start, Inc. Interagency Collaboration Agreements
- 5. Greater Easter Oregon Development Corporation Update & Equity Loan Fund Update** (Susan Christensen, Executive Director; Christina Smith, Loan Officer)
- 6. Business Items**
  - a. Finley Buttes Fee Increase Request & Fee increase on certain materials at Transfer Station Scale Houses (Kevin Green, District Manager, Finley Buttes Landfill Company)
  - b. Signing authority for Office of Developmental Disabilities Services 2019-2021 Intergovernmental Agreement (Darrell Green, Administrator)
  - c. Design-Build Request for Proposals Consultant (Darrell Green)
  - d. Appoint Road Committee Position, North County At-Large, Alternate (Matt Scrivner)
  - e. Appoint Commissioner and Alternate to the Eastern Oregon Jobs Council
- 7. Department Reports**
  - a. The Loop Quarterly Report (Anita Pranger, Coordinator)
  - b. Juvenile Department Quarterly Report (Tom Meier, Director)
  - c. Emergency Management Quarterly Report (Undersheriff John Bowles)
- 8. Correspondence**
- 9. Commissioner Reports**
- 10. Sign documents**
- 11. Executive Session:** Pursuant to ORS 192.660(2)(i) - To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing
- 12. Adjournment**

Agendas are available every Friday on our website ([www.co.morrow.or.us/boc](http://www.co.morrow.or.us/boc) under "Upcoming Events"). Meeting Packets are also available the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutchter at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the

media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

**Morrow County Board of Commissioners Meeting Minutes  
December 19, 2018  
Port of Morrow Riverfront Center  
Boardman, Oregon**

**Present**

Chair Don Russell

Commissioner Jim Doherty

Commissioner Melissa Lindsay

Darrell Green, Administrator

Kate Knop, Finance Director

Karmen Carlson, Human Resources Director

Richard Tovey, County Counsel

Roberta Lutchter, Executive Assistant

**Call to Order & Pledge of Allegiance:** 9:01 a.m.

**City & Citizen Comments:** None

**Open Agenda:** No items

**Consent Calendar**

Commissioner Doherty requested to remove the Accounts Payable.

*Commissioner Lindsay moved to approve the following items in the Consent Calendar:*

- 1. Two Payroll Payables Immediates & Electronic dated December 4<sup>th</sup>- \$173,047.88 & HRA VEBA, \$3,000*
- 2. Timber Services Contract with Bruce Young Logging LLC, effective December 19, 2018 and ending December 19, 2021, unless terminated or extended*
- 3. Amendment Number 2 to Oregon Department of Transportation Rail & Public Transit Grant Agreement #31435 – extending effective date to June 30, 2019 to allow additional time for delivery of bus that had to be re-ordered*

*Commissioner Doherty seconded. Unanimous approval.*

**Accounts Payable**

Commissioners Doherty and Lindsay asked questions related to the Accounts Payable but nothing was removed from payment.

*Commissioner Doherty moved to approve the Accounts Payable dated December 20<sup>th</sup> in the amount of \$202,654.32. Commissioner Lindsay seconded. Unanimous approval.*

**Oregon State University Shared County Programs Update**

Ray Qin, Assistant Professor and Extension Agronomist, Hermiston Agricultural Research & Extension Center

Dr. Qin began by discussing his background growing up on a family farm in China, and then briefly reviewed his education credentials. He provided an overview of his research endeavors since joining the staff at HAREC in 2016. He discussed the breakdown of his job description (60% Extension, 20% Research, 15% Scholarly Outcome, 5% Service) and the type of work within each category. A brief question and answer session was held.

**Business Items**

First Reading, Ordinance No. ORD-2019-1 – Adopting the Heppner Transportation System Plan, Applied Solely within the Heppner Urban Growth Boundary

Stephen Wrecsics, GIS Planning Technician

Mr. Wrecsics provided the First Reading by title: “An Ordinance Adopting the Heppner Transportation System Plan, Applied Solely within the Heppner Urban Growth Boundary”

Mr. Wrecsics reminded the Board the Second Reading is scheduled for January 3, 2019.

Resolution No. R-2018-29 – Creating a Parks Department within the Budget

Kate Knop, Finance Director

Greg Close, Parks General Manager

Ms. Knop explained a new department within the Parks Fund called the Fair Park Department needs to be created in order to accept reservation revenues from the RV spaces at the Fairgrounds. Commissioner Lindsay asked the new department be named Fairgrounds Park Department.

*Commissioner Lindsay moved to approve Resolution No. R-2018-29 – In the Matter of Creating a New Park Department for Fiscal Year Beginning July 1, 2018, noting the name of the new department will be changed to Fairgrounds Park Department. Commissioner Doherty seconded. Unanimous approval.*

Lease Agreement, Morrow County Sheriff’s Office and ODOT for Co-location of Communication Equipment on Black Mountain

Because a representative from the Sheriff’s Office was not in attendance to present the agreement and respond to questions, a wider conversation on contracts took place.

Commissioner Lindsay said many contracts have automatic renewals unless someone opens it up again. She said when the County has the ability to have end dates on contracts, she would prefer that happen so they are looked at on a regular basis rather than continuing without additional review.

Richard Tovey, County Counsel, stated he did not see any problem with end dates, especially if the County writes the contract or agreement. Additional discussion took place about the process for expired contracts and the late request for this agreement to be on the agenda.

Commissioner Doherty suggested the agreement be tabled since there was not a Sheriff’s Office representative at the meeting, which could indicate no urgency to approve it.

*Commissioner Lindsay moved to approve the Oregon Department of Transportation Intergovernmental Co-location Agreement, Black Mountain M/W, Site #F72501, effective January 1, 2019-December 31, 2024, unless terminated earlier. Morrow County shall pay ODOT an annual fee of \$2,275, which shall increase annually by three percent. Commissioner Doherty seconded. Discussion: Commissioner Doherty asked Administrator Darrell Green to determine why a representative from the Sheriff’s Office did not make the meeting and to find out*



*why the agreement had to be on this week's agenda, rather than next week's. He added since it pertains to public safety and communication, it is probably something that has to be moved forward. Chair Russell asked that departments be reminded that a lack of prior planning on their part does not constitute an emergency on the Board's part. Commissioner Lindsay said if the agreement had involved a larger dollar amount, she would have agreed to table it. Unanimous approval.*

### **Correspondence**

- The Commissioners reviewed Christmas cards received from other counties around the state.

### **Commissioner Reports**

- Commissioner Doherty discussed his involvement with the National Association of Counties (NACo), including being a member of the Health Steering Committee and the Arts & Culture Commission. He also discussed matters related to the Association of Oregon Counties now that he has moved into the First Vice President position. Specifically, he mentioned legislation to replace Secure Rural Schools funding (payments to counties negatively impacted by the reduction of natural resource activities on federal lands), and mental health and justice reinvestment programs.
- Commissioner Lindsay discussed a recent meeting of the Lower Umatilla Basin Groundwater Management Area (LUBGWMA). She said OSU's involvement with the group has made a big difference, including Dr. Qin's. She also provided an update on meetings with the cities regarding the Buildable Lands Inventory and Housing Analysis. On another matter, she said the County needs to stay engaged with the Confined Animal Feeding Operation (CAFO) discussions that are taking place. She said the County needs to stay in-tune with the policy making, and support the continued growth of agriculture in Morrow County by ensuring things are done correctly with proper permitting and monitoring. Commissioner Lindsay said she's reiterated the fact that policy is already in-place, however, it lacks "teeth." Commissioner Doherty agreed and said he'd like to schedule this as a future discussion topic.
- Chair Russell said at the last Community Renewable Energy Association (CREA) meeting, he was appointed Chair. He said he made it clear to CREA's members that he may not always agree with the organization's goals. He said CREA is pushing legislation to allow Community Choice Aggregation (CCA), which originated in Marin County, California where voters opted to own the right to buy electricity from a provider of their choosing while still using existing powerlines, Pacific Gas & Electric's (PG&E) in this case. He said LEAN Energy is an advocacy group for CCA and during a presentation by LEAN's leader, she was asked directly if power was cheaper, and her response was that it was not. Chair Russell went on to say Oregon has reliable electricity and rates are among the cheapest in the nation. CREA is almost 100% funded by Strategic Investment Program (SIP) agreements from large energy projects, he added. Commissioner Doherty said some of the \$750,000 Morrow County pays to CREA is the result of SIP agreements with Portland General Electric (PGE). He said when the previous County Court entered

into those agreements with CREA, they didn't foresee this left-hand turn CREA is making and perhaps CREA should shift back because those funds might be undoable; he asked Mr. Tovey to look into potentially doing something different.

**Signing of documents**

**Adjourned:** 10:45 a.m.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
40

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Staff Contact: Sheree Smith
Department: Health
Short Title of Agenda Item:

Phone Number (Ext): 5212
Requested Agenda Date: 01/16/19

Umatilla-Morrow Head Start, Inc.

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Umatilla-Morrow Head Start, Inc.
Contractor/Entity Address: 110 N.E. 4th St., Hermiston, Or 97838
Effective Dates - From: Effective upon Signature Through: None, either may terminate w/ Notice
Total Contract Amount: None Budget Line: N/A
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Sheree Smith 01/07/19 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
Justin Nelson email 1-11-19 County Counsel \*Required for all legal documents
Kate Knop email 1-11-19 Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

---

## **1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):**

WIC services for Morrow County residents are administered through Umatilla-Morrow Head Start. Previously, county residents were required to travel to Umatilla County (Pendleton, Hermiston or the town of Umatilla) for services. Having services accessible on-site has made a huge difference to our county residents, and is not a new process, but rather has been in place for many years.

There have been two MOUs with Umatilla-Morrow Head Start previous to this version, spanning many years, the most recent having been signed in 2011. Umatilla-Morrow Head Start has undergone changes in leadership since that time so the MOU is certainly in need of updating.

This MOU is very similar to previous versions identifying responsibilities of each agency individually, collectively and has a Termination of agreement piece as well, allowing either agency to terminate the agreement at any time mutually or with 30 days notice of one party.

WIC staff come to the Boardman Health Dept on a weekly basis and they are in Heppner one time per month.

## **2. FISCAL IMPACT:**

All FTE are provided by Umatilla-Morrow Head Start, Inc and no funding is exchanged between agencies. This has no impact on the level of Health Dept FTE.

## **3. SUGGESTED ACTION(S)/MOTION(S):**

Following review and approval of County Counsel and Finance, BOC or County Administrator to review, approve and sign the MOU (Two copies so each agency can have an original) and returned for Umatilla-Morrow Head Start representative to sign. Once all signatures are in place, an original will be returned to Morrow County Health Dept.

Attach additional background documentation as needed.



SERVING...Umatilla,  
 Morrow, Grant,  
 Wallowa, Sherman,  
 Wheeler, & Gilliam  
 Counties



SERVING...Umatilla,  
 Morrow & Wheeler  
 Counties



SERVING...Baker,  
 Grant, Harney,  
 Malheur, Morrow,  
 Umatilla, Union, &  
 Wallowa Counties



SERVING...Umatilla,  
 Morrow & Union  
 Counties



**Family Support  
 and Connection**  
 SERVING...Umatilla  
 & Morrow Counties



SERVING...  
 Umatilla, Morrow,  
 & Union Counties



SERVING...Umatilla  
 & Morrow Counties



**Car Seat Program**  
 SERVING...Umatilla  
 & Morrow Counties

**Interagency Collaboration Agreement between  
 Umatilla-Morrow Head Start/WIC Program and  
 Morrow County Health Department—Heppner clinic**

The purpose of this interagency agreement is to:

1. Ensure maximum utilization of resources, services and staff.
2. Eliminate duplication of service.
3. Ensure timely delivery of services to participants in Heppner and surrounding service area.

It is mutually agreed by the UMCHS WIC program and the Morrow County Health Department to provide WIC services to eligible clients.

**WIC Responsibilities:**

1. UMCHS WIC will provide one staff member to the Heppner clinic on the first Tuesday of every month.
2. Clients will be scheduled for WIC appointments on the aforementioned days during which time clients will receive WIC services including certification, nutrition education and food instruments.
3. If clients are unable to keep their appointments, clients will be rescheduled for the next available appointment in the following month. As necessary in this situation, one month's worth of eWIC benefits will issued. Every effort will be made to assure the client receives nutrition information. .
4. Clients who qualify for WIC services and are identified as meeting High Risk Nutrition Criteria will be referred to the UMCHS WIC Registered Dietitian. The client will have the option of going to Hermiston for an RD appointment or receiving a RD phone consult.
5. UMCHS WIC will bring a lap top computer, printer, bio-chemical supplies, infant scales, infant/child measuring board and nutrition education materials to the clinic.

**Morrow County Health Department-Heppner clinic**

1. The health department will provide appropriate space for WIC staff to be able to perform WIC services.
2. The health department will provide an internet connection, adult scale, and telephone.
3. The health department will provide immunizations upon referral.

**Both programs will:**

1. Refer potential clients to WIC and Morrow County Health Department.
2. Agree that Nutrition Education is an important part of preventive health care.
3. Set yearly dates for the WIC Manager and Morrow County Health Department Representative to meet and evaluate this interagency agreement. Reevaluation may occur at any time deemed necessary by either party.

**Termination of Agreement:**

1. Mutual Termination: This Agreement may be terminated at any time by mutual written consent of both parties.
2. Termination by One Party: WIC or Morrow County Health Department may terminate this permit upon 30 days' notice to the other party.

\_\_\_\_\_  
Maureen McGrath  
UMCHS Executive Director

\_\_\_\_\_  
Morrow County Board of  
Commissioners

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

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



SERVING...Umatilla, Morrow, Grant, Wallowa, Sherman, Wheeler, & Gilliam Counties



SERVING...Umatilla, Morrow & Wheeler Counties



Child Care Resource & Referral

SERVING...Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, & Wallowa Counties



SERVING...Umatilla, Morrow & Union Counties



**Family Support and Connection**

SERVING...Umatilla & Morrow Counties



SERVING...Umatilla, Morrow, & Union Counties



SERVING...Umatilla & Morrow Counties



**Car Seat Program**  
 SERVING...Umatilla & Morrow Counties

## Interagency Collaboration Agreement between Umatilla-Morrow Head Start/WIC Program and Morrow County Health Department-Boardman Clinic

The purpose of this interagency agreement is to:

1. Ensure maximum utilization of resources, services and staff.
2. Eliminate duplication of service.
3. Ensure timely delivery of services to participants in Boardman and surrounding service area.

It is mutually agreed by the UMCHS WIC Program and the Boardman Clinic to provide WIC services to eligible clients.

### WIC Responsibilities:

1. UMCHS WIC will provide two staff member to the Boardman service area on Thursdays (with the exception of the Third Thursday of the even months).
2. Client will be scheduled for WIC appointments on the said days, where the clients will receive WIC services, i.e. Certification of services, nutrition education and food benefits issued.
3. If clients are unable to keep the appointment, every effort will be made to assure the client receives some nutritional information and one month benefits will be issued until the next available appointment.
4. Children who qualify for WIC services and are identified as meeting High Risk Nutrition Criteria will be referred to the UMCHS WIC Registered Dietitian. The client will have the option of going to Hermiston for RD appointment, or receiving a RD phone consult.
5. UMCHS WIC staff will provide lap top computer, printer, bio-chemical supplies, infant scales, infant/child measuring board and nutritional education materials.

### Morrow Co. Health Department Boardman Clinic

1. Will provide appropriate space for UMCHS WIC staff to be able to perform WIC services.

2. The clinic will make available internet connection, adult scale, and telephone.
3. Clinic will provide immunization upon referral.

**Both programs will:**

1. Refer potential clients to WIC and Morrow County Health Department
2. Agree that Nutrition Education is an important part of preventive health care.
3. Set dates for the WIC Manager and Morrow County Health Department Representative to meet and evaluate this interagency agreement. Reevaluation may occur at any time deemed necessary by either party.

**Termination of Agreement:**

1. Mutual Termination: This Agreement may be terminated at any time by mutual written consent of both parties.
2. Termination by One Party: WIC or Morrow County Health Department may terminate this permit upon 30 days' notice to the other party.

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

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

Maureen McGrath  
UMCHS Executive Director

Morrow County Board of  
Commissioners

\_\_\_\_\_

\_\_\_\_\_



LOAN SERVICING AGREEMENT  
AMENDMENT #1

WHEREAS Morrow County (County) and Greater Eastern Oregon Development Corporation (GEODC) entered into agreement on May 13, 2003.

WHEREAS GEODC is administering loans generated from the Morrow County Equity Fund on behalf of the County.

WHEREAS both parties agree that updates and changes to the agreement are necessary to better serve the County, GEODC and the Morrow County Equity Fund.

THEREFORE The following updates and changes are made under the sections referenced. All other sections and paragraphs of the agreement shall remain in effect as in the original agreement.

3. OBLIGATIONS OF COUNTY:

County shall appoint members to a loan review committee who is authorized to review and recommend loans to the County Court for approval. County shall, in its sole discretion, have the ultimate authority to approve or disapprove loan projects in Morrow County, Oregon.

4. OBLIGATIONS OF GEODC:

- (h) GEODC will receive applications, prepare loan summaries and present the applications to the loan review committee.
- (i) GEODC will coordinate meeting dates with loan review committee members and present the recommendation of the loan review committee to the County Court.

6. COMPENSATION OF GEODC:

- (a) County shall pay to GEODC \$2,000 annually beginning July 1, 2008 to cover the expenses related to processing applications, preparing loan summaries, conducting loan review committee meetings and presenting to the County Court. GEODC will be responsible for invoicing Morrow County annually for such compensation.

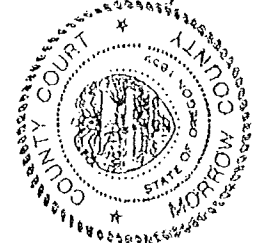
Dated: September 17, 2008 MORROW COUNTY

By: Jerry K. Sallman

Dated: September 17, 2008 GREATER EASTERN OREGON  
DEVELOPMENT CORPORATION

By: Melinda J. Nuge

Attest:  
Bobbi Childers  
County Clerk  
Morrow County Clerk



Approved as to form:  
Ryan Swinburnson  
County Counsel

BEFORE THE BOARD OF COMMISSIONERS  
FOR MORROW COUNTY, OREGON

A Resolution Authorizing the Morrow County )  
Equity Fund Policies and Procedures )

RESOLUTION NO. R-5-2008

WHEREAS, the Equity Fund Policies and Procedures is a guideline used by Morrow County to follow when reviewing loan applications and determining eligibility; and

WHEREAS, Morrow County recognizes that circumstances may arise where the procedures set forth in the Policies and Procedures would be a detriment to a prospective applicant; and

WHEREAS, Morrow County further recognizes that the decision to deviate from the Policies and Procedures shall only occur in rare circumstances and with the unanimous consent of all County Commissioners rendering a decision; and

WHEREAS, it is Morrow County's best interest to have the ability to deviate from the Policies and Procedures in those rare circumstances upon a showing from the prospective applicant that the Procedures would be to their detriment; and

NOW, THEREFORE, be it resolved as follows:

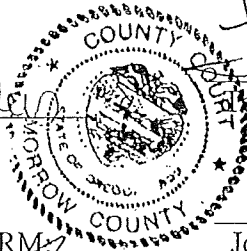
The Morrow County Equity Fund shall be amended to include Paragraph 13 which gives the County Court the power to deviate, upon unanimous consent, from the Policies and Procedures based on a showing by the prospective applicant that the Policies and Procedures would serve as an undue hardship, and the reasoning of the County Court shall be placed into writing.

ADOPTED this 11<sup>TH</sup> day of JUNE, 2008.

MORROW COUNTY COURT

ATTEST:

Bobbi Childers  
Bobbi Childers  
County Clerk



Serry K. Tallman  
Serry K. Tallman, County Judge

ABSENT

John E. Wenzholz, Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counsel

Ken A. Grieb  
Ken Grieb, Commissioner

## *LOAN SERVICING AGREEMENT*

1. PARTIES: The parties to this agreement are MORROW COUNTY (County), and GREATER EASTERN OREGON DEVELOPMENT CORPORATION, an Oregon non-profit corporation (GEODC).
2. BACKGROUND: The County has received an award for a loan program known as the Morrow County Equity Fund (Fund) from the State of Oregon. GEODC and County agree that both parties would be better served if GEODC was responsible for administering County's loans under the terms of this agreement.
3. OBLIGATIONS OF COUNTY: County shall establish and maintain a loan review committee who is authorized to review and recommend loans to the County Court for approval. County shall, in its sole discretion, have the ultimate authority to approve or disapprove loan projects in Morrow County, Oregon.
4. OBLIGATIONS OF GEODC: GEODC shall administer for County the loans under this program, and loan funds as follows:
  - (a) GEODC shall prepare all necessary documentation for loans approved by the County and will disperse funds to the borrowers as prescribed in the loan documents. All documentation will be pursuant to the Policies and Procedures adopted by the County for the Equity Fund and in accordance with standard lending practices. The County will transfer from their accounts to GEODC the amounts necessary to cover any loan approvals.
  - (b) After Fund loan proceeds have been disbursed, GEODC will monitor the status of such loans as required by County and Fund loan policies including taking all necessary action in the event of a default.
  - (c) GEODC will perform all loan servicing and account activities required by County documents and policies including, but not limited to, maintenance of all required records, preparation of monthly and annual financial reports, securing of any independent audits and any other activity as required by Fund documents and Policies.
  - (d) GEODC will do any and all other activities required to lend, and service Fund loans made by County including monitoring to confirm that all

terms and conditions of the Fund loan documents are performed by borrower and County's obligations under the loan agreements are satisfied, unless County specifically instructs GEODC that County will be assuming such responsibilities.

(f) GEODC shall periodically notify County of the status of all loans, and shall promptly notify County if any loan is in default and shall keep County fully informed of all GEODC activities in connection with any loan default.

(g) GEODC shall forward all payments including principal and interest less their agreed upon fee to the County on a monthly basis.

5. PAYMENT OF LOANS: So long as GEODC's actions have not been responsible for any default under the Fund note and related documents, GEODC will not be responsible for payments due from borrower.

6. COMPENSATION OF GEODC: GEODC shall be compensated as follows:

(a) For the purposes of establishing this fund, County shall pay to GEODC \$1,750, unless there is no loan closing before June 30, 2003 then the County shall pay to GEODC \$1,500.

(b) GEODC shall be entitled to reimbursement from the borrower upon closing of the loan the actual costs GEODC incurs for credit checks, trust deed filings, and other actual expenses incurred by GEODC and payable to third parties. Said costs shall not include any charges for normal labor, operating, office and administrative expenses of GEODC. GEODC shall further receive a loan administrative service fee of 2% of the outstanding principal balance due on each loan GEODC services based on the principal balance of the loan due at the beginning of each calendar year. All fees and costs are an obligation of the borrower and may be collected by GEODC from Fund loan proceeds or the borrower. County shall not be obligated to pay GEODC if GEODC is unable to collect said funds from the borrower. Loan servicing, fees due GEODC shall be satisfied prior to reduction of principle and/or interest due County. Loan administration service fees shall be prorated over 12 months and taken by GEODC on a monthly basis.

7. TERM OF AGREEMENT: This agreement shall continue until terminated by both parties upon mutual agreement or by either party upon 30 days' advance notice.

Upon termination, GEODC shall provide to County all documents in GEODC's possession concerning this agreement and GEODC's handling of the Fund loans. County shall reimburse GEODC'S reasonable copying costs for reproduction of said documents.

8. COOPERATION: Each party agrees to fully cooperate with the other in connection with this agreement including, but not limited to, promptly satisfying all requests for information and signing documents required of the Fund loans.

9. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties concerning the Equity Fund Program and cannot be modified except by written agreement signed by both parties.

10. ATTORNEY FEES: In the event action is instituted to enforce any term of this agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts. In addition, each party agrees to use an attorney other than Sam Tucker of Monahan, Grove, and Tucker, who has represented both parties in the past.

Dated: MAY 7<sup>TH</sup>, 2003

MORROW COUNTY

By: Jerry K. Salene

Dated: May 13<sup>th</sup>, 2003

GREATER EASTERN OREGON  
DEVELOPMENT CORPORATION

By: Melisa J. Suggs

## Morrow County

### Equity Fund

# ***POLICIES AND PROCEDURES***

The following policies and procedures are used as a guideline when reviewing loan applications. It will be the duty of the Loan Review Committee (Committee) to determine eligibility and propose a loan to the Morrow County Court (Court) for final approval that is within the fund guidelines.

#### **A. FINANCING POLICIES**

The Equity Fund will be guided by the following financing policies:

1. All loans will fall within the parameters of the "Morrow County Equity Fund" document that was provided to the Oregon Legislature for the purpose of securing the \$500,000 to fund this program and which is attached to these Policies and Procedures and by this reference incorporated herein.
2. All loans will be made in conjunction with primary financing from a traditional financial institution. In addition to the Morrow County loan application the participating financial institution and borrower will provide copies of their loan analysis, including pro-forma financial data, credit reports and any other relevant information, to the Loan Review Committee for their consideration and review.
3. Working capital loans will not exceed 50% of the total loan portfolio.
4. Interest rates will be determined by the Court.
5. Loan terms for each project will be recommended by the loan review committee. However, no loan shall exceed 10 years.
6. The Court will have the authority to approve special financing, such as deferrals of principal or interest payments or both, to meet a borrower's need for high-risk financing and to leverage financing from conventional borrowers. The Court may also forgive or postpone loan payments due to special circumstances or unanticipated difficulties. When considering requests for postponement of payment obligations, the Court will consider the request on its merits alone and will base its decision on a thorough analysis of the business's financial statements, especially historical and projected cash flows. Deferrals on principal payments will be granted for businesses that can evidence the ability to achieve a positive cash flow within a specified time.



7. With regard to collateral, the Court will consider the merits and potential economic benefits of each request. When appropriate, liens, assignments, and guarantees will be secured in accordance with the following principles:
  - a. To encourage the participation of other lenders and investors, Morrow County's lien position may be subordinated and made inferior to liens securing other loans made in connection with the project.
  - b. Collateral for working capital loans will normally be liens on inventories, receivables, fixed assets or other available assets of the borrower. Such liens will be subordinated only to existing liens of record.
  - c. The Court may also require security in the form of assignment of patents, licenses, and other assets with a realizable value.
  - d. Life and/or disability insurance may be required on each owner or key person(s) of the business or corporation with 20% or more ownership. Such policies will be assigned to Morrow County in the amount of the original loan.
  - e. Hazard or liability insurance will be required on all businesses and policies will have Morrow County listed as loss payee.
  - f. Flood insurance will be required on properties located in the flood plain.
  - g. Personal guarantees will be required from principal owners when the Court determines that sufficient collateral is not available for the loan. Personal guarantees will be required for any person owning twenty percent or more of a corporation that will borrow from the fund.
  - h. A minimum of 1:1 collateral coverage is required. The discounted value of the collateral will be determined by the Court. The following loan to value guidelines are used: real estate – 90%, new equipment, furniture and fixtures – 80%, used equipment, furniture and fixtures – 50%.
8. A loan application fee of 1% of the loan amount will be charged for all loans, up to a maximum of \$500. This fee shall be non-refundable.
9. A Loan Review Committee will be appointed by the Court to provide an initial review and recommendation of all loan requests to the Court. The Committee will be comprised of a representative of each of the two financial organizations in the county, those being Bank of Eastern Oregon and Banner Bank, a member of the Willow Creek Valley Economic Development Group, an at large member representing the interests of the cities of Boardman and Irrigon and the Morrow County Finance Director.
10. The Greater Eastern Oregon Development Corporation (GEODC) shall act as the loan administrator for the Fund on behalf of the County and, under the terms of that agreement, shall service the loans made by the Fund. Under said agreement GEODC shall collect all costs associated with loan closings from the borrower(s).
11. There will be no construction phase financing.



12. In very rare circumstances, the Morrow County Court may agree to forego the procedures set forth in this policy and procedures when the Court makes a finding that the applicant's requested loan reasonably requires an expedited process based on the facts and circumstances surrounding the need of the loan. A determination to forego the procedures set forth in this document shall only be made upon the unanimous affirmative vote of the County Court Commissioners present at the meeting in which the decision is made. Additionally, the County Court Commissioners shall record the basis for their decision in writing. A loan granted under this subsection shall not exceed \$100,000.

## B. PORTFOLIO STANDARDS AND TARGETS

### 1. Type of Businesses/Activities Assisted

Priority for loan assistance will be given to projects that retain and/or create employment, existing businesses that are expanding, and businesses that show a clear need for gap financing. Businesses that receive more than 50 percent of their gross sales from gaming, or that use multi-level marketing strategies are not eligible for assistance. All loans will provide financing that is otherwise not available. All loans will meet the targets identified in the Morrow County Equity Fund document.

### 2. Use of Funds

Eligible uses include the purchase of fixed assets, working capital, or debt restructure. No more than 50% of the total loan portfolio will be allocated to working capital. All loans shall meet the Investment Criteria as outlined in the Morrow County Equity Fund document. Specifically, loan funds capital may not be used to:

- a. acquire an equity position in an existing private business;
- b. subsidize interest payments on an existing loan;
- c. enable an Fund borrower to acquire an interest in a business, either through the purchase of stock or through the acquisition of assets, unless the need for Fund financing is sufficiently justified, and documented in the loan write-up. Acceptable justification could include acquiring a business to substantially save it from imminent foreclosure or acquiring it to expand it with increased investment. In any case, the resulting economic benefits should be consistent with the strategic objectives of the Fund;
- d. refinance existing debt *unless*:
  - (1) there is sound economic justification and the loan write-up states that the Fund is not replacing private capital solely for the purpose of reducing the risk of loss to an existing lender(s).
  - (2) a Fund uses Fund income sources and/or recycled Fund funds to purchase the rights of a prior lienholder during an in-process foreclosure action in order to preclude a significant loss on an Fund loan. This action may be undertaken only if there is a high probability



of receiving compensation within a reasonable time period (18 months) from the sale of assets sufficient to cover the Fund's expenses plus a reasonable portion of the outstanding loan obligation.

Ineligible loan purposes include the following:

- a. Assistance in excess of what is needed to accomplish the purpose of the third party recipient's project
- b. Distribution or payment to owners, partners, shareholders or beneficiaries of the third party recipient or members of their families when such persons will retain any portion of their equity in the third party recipient
- c. Charitable institutions that would not have revenue from sales or fees to support the operation and repay the loan such as churches, organizations affiliated with or sponsored by churches and fraternal organizations
- d. Assistance to government employees, military personnel or principals or employees of Morrow County or organizations for which such persons are directors or officers or in which they have ownership interest of 20% or more
- e. Agricultural production
- f. The transfer of ownership unless the loan will keep the business from closing or prevent the loss of employment opportunities in the area or provide expanded job opportunities
- g. Any illegal activity
- h. Any project that is in violation of either a Federal, State or local environmental protection law or regulation or an enforceable land use restriction unless the assistance given will result in curing or removing a violation
- i. Lending and investment institutions and insurance companies
- j. Race tracks or gambling facilities

## **PART TWO: EQUITY FUND OPERATIONAL PROCEDURES**

### **A. LOAN APPLICATION REQUIREMENTS**

#### **1. Standard Loan Application Requirements**

All loan applicants must complete GEODC's application form. Additional information required to complete the application process includes the following:

- a. Personal financial statement
- b. Information release form
- c. Business plan
- d. Historical financial information for last three years
- e. Personal and business tax returns for three years
- f. Twelve month cash flow projection



- g. Current and proforma balance sheet
- h. Resumes of key personnel

## 2. Additional loan application requirements (if applicable to the project)

- a. Appraisals - will be required for land and building offered as collateral and they must be less than six months old. This requirement may be waived if the applicant can verify the value of the land and building in some other form (an alternative may be a real estate valuation, prepared by a qualified person or tax assessed value).
- b. Lease agreements - will be required for projects leasing property for the business. In addition, copies of lease agreements are necessary if the applicant is or will be receiving lease income on property involved in the project.
- c. Buy/sell agreements - will be required if the project includes the purchase of property, an existing business, or any other fixed asset that may be used as collateral.
- d. Construction estimates - will be required if the project includes construction.
- e. Bank commitment letter - will be required for projects with bank financing.
- f. Corporation papers - including articles of incorporation, by-laws, and certificate of good standing from the Secretary of States office will be required.
- g. Personal financial statements will be required for personal guarantee(s).
- h. Corporate resolution - authorizing the corporation to borrow the loan funds and designating specific officers as signatories.
- i. Business licenses
- j. Bonding

## B. LOAN REVIEW COMMITTEE

### 1. Organizational Structure

The Loan Review Committee will be appointed by the Court to provide an initial review and recommendation of all loan requests to the Court. The Committee will be comprised of a representative of each of the two financial organizations in the county, those being Bank of Eastern Oregon and Banner Bank, a member of the Willow Creek Valley Economic Development Group, an at large member representing the interests of the cities of Boardman and Irrigon and the Morrow County Finance Director.

### 2. Duties

The duties of the Finance Committee will be as follows:

- a. Review complete loan applications and establish if each loan request has sufficient collateral, financial feasibility, and sound management.



b. Evaluate projects for economic impact. The following criteria will be used to determine if the project will have a positive impact on the economy:

1. Provide value-added processing of local resource based commodities.
2. Provide for a diversification of the local economy in a sector not currently present or by providing goods or services not locally available.
3. Provide employment opportunities to the local workforce and/or attract new employees to the county.
4. Provide wages that are industry competitive in the regional market.
5. Provide the opportunity to export goods or services outside of Morrow County.
6. Provide for economic or community development consistent with local objectives.

c. Attend the Committee meeting and make a loan recommendation based on the committee's findings. The committee can make the following decisions:

- Recommend approval with recommendation
- Recommend approval with recommendation and special conditions
- table for additional information
- Recommend denial

d. Review loans with a default status and determine if foreclosure proceedings should begin.

### 3. Committee Meetings

Committee meetings will be scheduled and held on a demand basis. Meeting dates will be established by the committee, depending on the schedules of each member.

## C. LOAN CLOSING AND DISBURSEMENT PROCEDURES

### 1. Preparation of Loan Agreement and Verification of Contingency Items

Upon approval of the loan by the Court, GEODC will prepare the loan agreement. The loan agreement will describe the terms of the loan, collateral for the loan, events of default, and other requirements directly related to the project and the committee's approval. If the borrower is married, the loan agreement and other loan closing documents will be executed by both the borrower and spouse. During the time it takes GEODC staff to prepare the loan agreement, the Borrower will be asked to provide information and documentation for any contingencies included in the committee's approval that are not included. Contingencies may include life insurance, hazard/liability insurance, flood insurance, workman's compensation insurance, vehicle titles, bank approval letters, other financing approval letters, signed buy/sell agreements, corporate



resolutions authorizing the borrowing of funds and owner's signature(s). Other items may be requested and not included in the above listed items.

## 2. Loan Closing Documents and Procedure

Once the loan agreement has been prepared and contingency items have been verified or provided, a loan closing date will be scheduled. Loan closings will ordinarily take place at GEODC, unless otherwise setup by GEODC staff. The following standard documents will be required:

	Type of Loan		
	Real Estate	Machinery, FF&E	Working Capital
Promissory Note	X	X	X
Deed of Trust/Mortgage	X		
Security Agreement		X	X
UCC Financing Statement		X	X
Loan Agreement	X	X	X

Other loan documents may be required, but will be directly related to the loan and the committee's contingencies for approval. Other items include the following:

- a. Personal Guarantee(s)
- b. Corporate Guarantee
- c. Lease Assignments
- d. Vehicle Liens
- e. Contract Assignments

## 3. Loan Fund Disbursement

Borrowers must submit a letter of request for loan funds. The letter should describe the exact use of the funds. Copies of invoices, receipts, or a list describing the use of working capital and the period of time in which the funds will be spent, may be attached to the request letter. Loan funds will be disbursed directly to vendors for direct purchases. Loan funds used for working capital will be disbursed as the borrower submits receipts. The first working capital disbursement can be made without receipts, but the amount will not exceed 20% of the total working capital amount. Subsequent working capital disbursements will not be approved until receipts have been presented to and approved by staff for the first disbursement.

## E. LOAN SERVICING PROCEDURES

### 1. Loan Payments

Borrowers will make payments to GEODC in accordance with the loan agreement and promissory note, executed at loan closing. All loan payments will be remitted to Morrow County. Late payments will be handled in the following manner:

- a. Late fees in the amount of 5% of the payment amount, up to \$100.00 will be assessed on payments received on or after the 15<sup>th</sup> day past the scheduled payment date.
- b. A telephone call will be made and a letter will be sent to Borrowers who have not made their payment on or after the 15<sup>th</sup> day past the scheduled date.
- c. If payment is not received within 30 days from its scheduled due date, GEODC staff will schedule an appointment to meet with the Borrower to assess the situation.
- d. If payment is not received after 60 days from its scheduled due date and the Borrower has failed to communicate with GEODC staff, a letter of default is issued to the Borrower.
- e. If payment is not received after 90 days from its scheduled due date and the Borrower has failed to communicate with GEODC staff, a recommendation for foreclosure procedure will be made to the Court.

### 2. Loan File Monitoring

GEODC staff will maintain commercial loan software and a database tickler system in order to track the performance of each loan. The following items will be specifically monitored by staff:

- a. Financial Statements and Tax Returns - Financial statements will be collected in accordance to the loan agreement and tax returns will be requested annually.
- b. Life Insurance Verification - Life Insurance will be required and verification that the policy is assigned to GEODC will be checked annually.
- c. Hazard/Liability Insurance Verification - One of these types of insurance will be required and verification that the policy has GEODC listed as loss payee will be checked annually.
- d. UCC filings - UCC filings must be filed with the Secretary of State's office and a continuation statement filed prior to the fifth year anniversary of the initial filing.
- e. Property taxes – are to be paid current and GEODC will verify with the county tax collectors annually.
- f. Other renewal items - Some loans will have other renewal items, such as liens on livestock brands, flood insurance and workman's compensation



insurance. These items will be monitored as well and continuations filed when applicable.

### 3. Borrower Site Visits

The staff will conduct annual reviews at the Borrower's place of business. During the site visit, staff will verify employment numbers, inspect collateral, and answer questions the Borrower may have concerning their loan with Morrow County.

### 4. Loan Restructuring

GEODC staff will review the payment status of loans, monthly. Borrowers with past due, delinquent or defaulted loans will be considered for restructure if the Borrower is in contact with staff and a benefit to the business can be made by restructuring.

GEODC staff will evaluate the following to determine the restructuring benefit to the business:

- a. cash flow available for debt service
- b. aging of accounts payable
- c. aging of accounts receivable
- d. existing debt service
- e. historical and current trend of sales and expenses

All restructures will be submitted to the funding agency for final approval.

## **PART THREE: ADMINISTRATION**

### **A. LOAN WRITE-OFFS**

Loan write-offs will be recommended by GEODC staff to the Court. Write-off recommendations will be made when all reasonable workout possibilities have been attempted and have failed. Final loan write-off decisions will be made by the Court.

### **B. LOAN RECOVERY**

Payments received from written-off loans will be returned to Morrow County for re-lending.

### **C. ADMINISTRATIVE COSTS**

The administrative cost of the Fund program will be paid as outlined in the Loan Servicing Agreement with GEODC. Any costs incurred by the County maybe paid from the application fee or interest earned.

#### D. RECAPITALIZATION STRATEGY

The Court has adopted a policy requiring all principal payments received from the loan fund be re-lent.



**AGENDA ITEM COVER SHEET**  
 Morrow County Board of Commissioners  
 (Page 1 of 2)

Item #  
6a

**Please complete for each agenda item submitted for consideration by the Board of Commissioners  
 (See notations at bottom of form)**

Staff Contact: Matt Scrivner  
 Department: Morrow County Public Works  
 Short Title of Agenda Item:

Phone Number (Ext): 541-989-9500  
 Requested Agenda Date: 01.16.2019

**License fee annual CPI adjustment each year Including the forced fee increase due to DEQ's fees.**

**This Item Involves:** (Check all that apply for this meeting.)




<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input checked="" type="checkbox"/> Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:  
 Contractor/Entity Address:  
 Effective Dates – From: \_\_\_\_\_ Through: \_\_\_\_\_  
 Total Contract Amount: \_\_\_\_\_ Budget Line: \_\_\_\_\_  
 Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

	<u>1-8-19</u>	Department Head	Required for all BOC meetings
	<u>1/14/19</u>	Admin. Officer/BOC Office	Required for all BOC meetings
<u>R. Tovey email</u>	<u>1-11-19</u>	County Counsel	*Required for all legal documents
	<u>1/8/19</u>	Finance Office	*Required for all contracts; other items as appropriate.
_____	_____	Human Resources	*If appropriate

\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

**Note:** All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

---

## 1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Per agreement with Morrow County and Finley Buttes Landfill which was signed on March 1988 states that Morrow County General fund and Morrow County Road dept get an annual CPI (Consumer Price Index) increase each year in November.

You will find in the attached letter of the prior fees paid, Keeping with the CPI, The fees are currently as follows:

- License Fee - \$2.224/ton
- Road Fund - \$0.533/ton

the CPI for Urban Wage Earners and Clerical Workers – West the new fees will be as follows (3.5%):

- License Fee - \$2.302/ton
- Road Fund - \$0.551/ton

Morrow County public works accepts these fees and feel are comparable.

---

In addition Finley Buttes is forced to charge an addition fee for waste as mandated DEQ fee increase which will cause a .07 cent per ton for waste, that only includes contaminated soils, Tires, Asbestos and Large dead animals. Other waster not listed will not be affected by the increase. Public works will be subject to this cost as our Transfer Stations haul to Finley Buttes for the waste disposal. Please see attached letter from Kevin Green of Finley Buttes of the request.

## 2. FISCAL IMPACT:

## 3. SUGGESTED ACTION(S)/MOTION(S):

Move to accept the fee increase of the CPI for Urban Wage Earners and Clerical Workers from Finley Buttes Landfill- License Fee to Morrow Counties general fund \$2.302/ton and Road Fund to receive \$0.551/ton.

---

Move to accept the fee increase of .07 cents on certain materials at the scale house.

Attach additional background documentation as needed.



P.O. BOX 61726  
VANCOUVER, WA 98666  
503/288-7844 • 360/695-4858  
FAX 360/695-5091

---

Dear Morrow County Commissioners,

Per the agreement between Finley Buttes Regional Landfill and Morrow County signed on March 30, 1988, the License Fee and Road Fund Fee receive an annual CPI increase on November 1 of each Operational Year. Section 1.15 of the agreement states:

“Percentage Adjustment” means, with respect to any Operational Year, the percentage increase or decrease in Consumer Price Index for Urban Wage Earners and Clerical Workers (1967=100), for the Portland, Oregon SMSA, as published by the U.S. Department of Labor, Bureau of Labor Statistics. In the event publication of such Index ceases, a comparable index mutually acceptable to the Parties shall be utilized to calculate the Percentage Adjustment.”

The Consumer Price Index for Urban Wage Earners and Clerical Workers (1967=100) for the Portland, Oregon SMSA no longer publishes CPI data on a semi-annual basis. Therefore, if Morrow County agrees, Finley Buttes suggests that the Consumer Price Index for Urban Wage Earners and Clerical Workers West Region All Items (1982-82=100) be utilized moving forward. Assuming that this change is made, the CPI increase on the License Fee and Road Fund Fee paid to Morrow County will be as follows:

Prior to November 1, 2018:

- License Fee - \$2.224/ton
- Road Fund - \$0.533/ton

As of November 1, 2018 (3.5%):

- License Fee - \$2.302/ton
- Road Fund - \$0.551/ton

Please do not hesitate to contact me at 541-965-1339 if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Green", is written over a light blue rectangular background.

Kevin Green

District Manager

— EXAMPLE —

August 22, 2018

Re: Solid Waste Management Agreement – Rate Adjustment

Dear SVP Operations/Finance:

As per the terms of Section 4 of the Solid Waste Management between Finley Buttes Landfill and , please accept this letter as notification of an adjustment in the Basic Management Price and Basic Disposal Price.

Bureau of Labor Statistics published for 2018 indicate the Consumer Price Index for Urban Wage Earners and Clerical Workers, Portland-Salem Metropolitan Area is no longer being published for the first half, and therefore we will be using the West Area going forward. Consumer Price Index for Urban Wage Earners and Clerical Workers, West, increased by 3.50 percent. Accordingly the Basic Management Price will increase by 100 percent of this change from \$20.71 to \$21.44 per ton. The Basic Transportation Price will change from \$491.17 to 508.37 per box. These prices will become effective March 1, 2019.

We have been notified of a rate increase on April 1, 2019 of \$.07 in the DEQ fees for 2019. The disposal rates will increase by \$.07 in April 1, 2019.

If you have any questions, please call me at (541) 296-4082.

Sincerely,

Kevin Green  
District Manager

M-30761

AGREEMENT  
between  
MORROW COUNTY  
and  
TIDEWATER BARGE LINES, INC.

This document (the "Agreement") constitutes the agreement between MORROW COUNTY (the "County"), a political subdivision of the State of Oregon, acting by and through its County Court, with its principal office at the Morrow County Courthouse, Heppner, Oregon 97836, and TIDEWATER BARGE LINES, INC. ("Tidewater"), a Washington corporation duly authorized to transact business in the State of Oregon, with its principal offices at 6 Beach Drive, Vancouver, Washington 98661.

RECITALS

WHEREAS, Tidewater has acted as developer for the Finley Buttes Landfill, located in the County, and in conjunction therewith desires to enter into this Agreement for the benefit of Tidewater and the County to reflect the understandings and agreements between Tidewater and the County for the establishment, operation, and closure of the Finley Buttes Landfill.

WHEREAS, the County desires to enter into this Agreement in order to benefit the County for improved disposal of the County's solid waste, to provide additional economic growth to the County, and to provide employment to its citizens.

WHEREAS, the County is willing to enter into this Agreement in reliance upon Tidewater's skill and experience with landfilling technology, and Tidewater's provision of the land, personnel, and equipment necessary to facilitate the construction and operation of a landfill as described in the application filed by Tidewater with the Morrow County Planning Department for a Conditional Use Permit. Said Conditional Use Permit was issued by the County Court on July 22, 1987.

WHEREAS, Tidewater has agreed to enter into this Agreement as a condition to the Conditional Use Permit, and as required by the Morrow County Solid Waste Management Ordinance (Ordinance No. MC-1-87) to allow for the establishment and operation of a regional solid waste disposal site under the terms of the Conditional Use Permit and the License to be issued pursuant to the Morrow County Solid Waste Management Ordinance (MC-1-87) as consideration for the payment of fees and surcharges.

WHEREAS, Tidewater, as further consideration for approval of the Conditional Use Permit and License issued under the Morrow County Solid Waste Management Ordinance (MC-1-87), was granted the right to operate an exclusive regional disposal site in Morrow County including the obligation of Tidewater to allow for disposal of solid waste by the citizens of Morrow County at Finley Buttes Landfill.

NOW, THEREFORE, in consideration of the premises and the mutual obligations undertaken herein, the parties hereby agree as follows:

SECTION 1            DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Agreement" means this Agreement.

1.2 "Contract Date" means the date of signing of this Agreement.

1.3 "Conditional Use Permit" means the Conditional Use Permit issued by the County to Tidewater on July 22, 1987.

1.4 "DEQ" means the Oregon Department of Environmental Quality or its state or federal successor.

1.5 "Emergency" means any act, event or condition that has had, or may reasonably be expected presently to have, a material adverse effect upon the ability of Tidewater to perform under the terms and conditions of this Agreement, including but not limited to the following:

(a) Acts of God, including volcanic eruption, landslides, lightning, earthquakes, fire, flood (but not including reasonably anticipated weather conditions for the geographic area of the Columbia River, the County or the Finley Buttes Landfill), explosions, sabotage or other similar occurrences, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance; and/or

(b) The order and/or judgment of any federal, state, or local court, administrative agency, or governmental body, excepting decisions of the federal courts, federal agencies, state courts, or state agencies interpreting federal or state tax laws, which order and/or judgment is not the result of the willful or negligent action or inaction of Tidewater; provided that neither the contesting in good faith of any such order and/or judgment nor the failure to so contest shall constitute or be construed as a willful or negligent action or inaction of Tidewater.

1.6 "EQC" means the Oregon Environmental Quality Commission or its state or federal successor.

1.7 "Finley Buttes Landfill" means the site operated by Tidewater as a regional Solid Waste disposal site.

1.10 "Hazardous Waste" means that portion of any Solid Waste which is hazardous waste as defined by ORS Chapter 466, or as implemented by rules or regulations adopted by EQC or DEQ.

1.11 "License" means that contract or agreement entered into between the Parties pursuant to which Tidewater will be entitled to provide exclusive Solid Waste disposal service pursuant to the Morrow County Solid Waste Management Ordinance.

1.12 "Operational Commencement Date" means the date on which Solid Waste is first deposited at the Finley Buttes Landfill.

1.13 "Operational Year" means each period of 12 months duration measured from the Operational Commencement Date and each anniversary thereof.

1.14 "Party" or "Parties" means Tidewater and/or County.

1.15 "Percentage Adjustment" means, with respect to any Operational Year, the percentage increase or decrease in the Consumer Price Index for Urban Wage Earners and Clerical Workers (1967=100), for the Portland, Oregon SMSA, as published by the U.S. Department of Labor, Bureau of Labor Statistics. In the event publication of such Index ceases, a comparable index mutually acceptable to the Parties shall be utilized to calculate the Percentage Adjustment.



1.16 "Person" or "Persons" means the Federal Government, the State of Oregon, any political subdivision of the State of Oregon, any state, including cities, counties, port districts, school districts, or other special districts, and/or any corporation, partnership, business, trust, joint venture, company, firm or individual.

1.17 "Solid Waste" has the definition set forth in ORS Chapter 459, as amended, or as implemented by rule or regulation adopted by EQC or DEQ.

1.18 "Ton" means a "short ton" of 2,000 pounds avoirdupois weight.

1.19 All other terms not defined above will be controlled by those definitions set forth in the Morrow County Solid Waste Management Ordinance (MC-1-87) or, if not otherwise defined, will have their normal meaning.

## SECTION 2            CONDITIONS PRECEDENT

The rights, obligations, and liabilities of each Party hereunder shall be subject to the satisfaction of each of the following conditions precedent:

2.1 Tidewater has (1) purchased the Finley Buttes Landfill site, and/or (2) entered into agreements with third persons that

are satisfactory to the County, showing the availability of the Finley Buttes Landfill site to be used as a regional Solid Waste disposal site pursuant to the terms of the Conditional Use Permit.

2.2 Tidewater has received an appropriate permit issued by the DEQ or EQC or its successors to establish and operate a regional Solid Waste disposal site, sanitary landfill, or disposal site at Finley Buttes.

2.3 Tidewater has delivered to the County a certificate of an authorized officer of Tidewater, identifying the Person or Persons who are authorized to sign this Agreement on behalf of Tidewater and certifying such Person's authority to enter into this Agreement on behalf of Tidewater.

2.4 Tidewater has submitted to the County certificates of insurance as required by this Agreement.

2.5 Tidewater has provided to the County an opinion of an attorney licensed to practice law in the State of Oregon that the person designated by Tidewater is in fact authorized and has full authority under the corporate charter and bylaws of Tidewater or such delegated authority as Tidewater has established, to fully bind Tidewater to the terms, conditions, and obligations set forth in this Agreement.

2.6 Tidewater has provided to the County an opinion of an attorney licensed to practice law in the State of Oregon that, to the actual current knowledge of such attorney, there are no suits, actions, proceedings, or official investigations presently pending or threatened by any federal, state, or local government authority or agency, or by any party in any federal, state, or local court that seeks to enjoin, assess criminal penalties or civil damages against, or obtain any judgment, order, or consent decree with respect to Tidewater or any of its subsidiaries, which injunction, penalties, damages, judgment, order, or consent decree would in any way adversely affect the validity of any permit, license or other governmental authorization necessary for Tidewater's operation of the Finley Buttes Landfill.

2.7 Tidewater has provided to the County an opinion of an attorney licensed to practice law in the State of Oregon that this Agreement constitutes the valid and legally binding obligation of Tidewater, fully enforceable in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy laws or by applicable principles of equity.

2.8 The County has issued to Tidewater a the License under the terms of the Morrow County Solid Waste Management Ordinance (MC-1-87).

2.9 Tidewater has obtained all governmental or regulatory approvals, permits, rights, and licenses necessary for the

construction and operation of Finley Buttes Landfill, and all appeals, if any, with respect to such approvals, permits, rights, and licenses have terminated or expired.

SECTION 3                      ESTABLISHMENT AND CONSTRUCTION OF FINLEY BUTTES LANDFILL

3.1 Tidewater shall complete the design and construction of the Finley Buttes Landfill within such period as may be necessary to enable the Operational Commencement Date to occur within five (5) years following the date of the satisfaction of all conditions precedent of Section 2; provided, however, that in the event construction is delayed by reason of any Emergency, the time within which the Operational Commencement Date must occur shall be extended by the number of days that construction is so delayed. In addition, Tidewater may at any time request a single extension of one year's duration of the time within which the Operational Commencement Date must occur and the County following public hearing shall not unreasonably withhold its consent to any such request. In the event the Operational Commencement Date does not occur as required under this Section 3.1, this Agreement shall automatically terminate and be of no further force and effect.

3.2 Tidewater agrees to design, construct, maintain, operate, and close the Finley Buttes Landfill at its sole cost and expense. The design, construction, maintenance, operation, and closure shall be in accordance with the terms, conditions, and specifications of the DEQ or EQC permit. Morrow County has

no obligation under this Section 3 to pay any money for the establishment and construction of Finley Buttes Landfill.

3.3 Tidewater may contract with any Person for the disposal of Solid Waste at the Finley Buttes Landfill. The terms and conditions of such contracts are not subject to this Agreement, nor shall the County have any right to regulate, review, approve, or disapprove such contracts.

3.4 Tidewater agrees to permit the disposal at the Finley Buttes Landfill of Solid Waste generated within the County. Tidewater agrees that the rates of disposal for Solid Waste generated within the boundaries of the County and disposed of at the Finley Buttes Landfill will be established by the Morrow County Court pursuant to the Morrow County Solid Waste Management Ordinance (MC-1-87); provided that such rates not be less than Tidewater's actual cost of disposal.

3.5 Tidewater is not an employee, official, or agent of the County. Tidewater shall not in any action, suit, proceeding, or official investigation by any federal, state, or local governmental authority or agency contend that Tidewater, its subsidiaries, employees, officials, directors, agents, subcontractors, associates, partners, or shareholders are or reasonably could be employees, officials, or agents of County.

SECTION 4

OPERATION OF FINLEY BUTTES LANDFILL

4.1 Tidewater agrees to keep the Finley Buttes Landfill open during reasonable and regular business hours mutually agreed to between Tidewater and the County for the receipt of Solid Waste generated within the County.

4.2 Tidewater agrees to operate the Finley Buttes Landfill in accordance with the Conditional Use Permit and in compliance with the DEQ or EQC permit and applicable local, state, and federal statutes and regulations.

4.3 No Solid Waste may be stored on site without proper disposal for more than seven (7) calendar days, except during an Emergency.

4.4 During the operation and/or maintenance of the Finley Buttes Landfill, the County Engineer, County Planner, or any other engineer or consultant designated by the County shall have access to the landfill to observe its operation at any time during the term of this Agreement. The County shall indemnify and hold Tidewater harmless under the provisions of the Oregon Tort Claims Act, as amended, for any willful or negligent act or omission of the County's employees, officials, or agents under the terms of this Section 4.4, and for any injury to the County's employees, officials, or agents occurring while at the Finley

Buttes Landfill and not the result of the willful or negligent act or omission of Tidewater or its employees or agents.

4.5 All Solid Waste delivered to the Finley Buttes Landfill shall be weighed by Tidewater at a scale house on site operated by Tidewater unless the Solid Waste has been weighed off-site. If the Solid Waste is weighed off-site, Tidewater shall maintain records of such weighing. The County maintains the right to review such records unless the weighing process was completed by a governmental unit. Tidewater shall maintain scale house records reflecting the number of Tons of Solid Waste delivered to the site. Copies of all truck, train, or barge weight tickets and bills of lading shall be maintained by Tidewater for a period of five (5) years after the date received.

4.6 If Tidewater supplies and maintains scale house computer software, such software shall be satisfactory to the County and shall not be modified without the prior written consent of the County, which consent shall not be unreasonably withheld. Tidewater shall take such security precautions as the County may reasonably request to prevent improper modification of the computer software. Tidewater shall bear all responsibility for the maintenance and repair of the scale house record-keeping system and computer system and related software.

4.7 The County has the right to monitor, without prior notice, the weighing of all Solid Waste arriving at the scale

house and may, at the County's expense, provide a qualified county employee(s) to perform the function of monitoring the weighing of Solid Waste arriving at the Finley Buttes Landfill. Tidewater shall preserve the County's right to monitor the weighing process in any of its contracts negotiated with third Persons for on-site weighing. The County employee(s) shall be under the sole supervision, direction, and control of the County. The County shall indemnify and hold Tidewater harmless under the terms of the Oregon Tort Claims Act, as amended, for any action of the County employee while on Tidewater's property for the purpose of monitoring the weighing of Solid Waste arriving at the Finley Buttes Landfill.

4.8 The County may, upon reasonable advance notice and at its sole expense, audit scale house records, including scale house computer software (if applicable), or test any and all equipment related to the determination of the number of Tons of Solid Waste delivered to the site, as the County reasonably deems necessary.

4.9 If the County, during the term of this Agreement, reasonably believes Tidewater has failed to provide satisfactory operation of the scale house, the County shall give Tidewater written notice specifying with reasonable particularity the nature of such unsatisfactory performance. Tidewater shall have twenty (20) days after receipt of any such notice within which to cure the unsatisfactory performance; provided, however, that if



such cure cannot be completed within twenty (20) days despite the exercise of reasonable diligence, Tidewater shall have an additional ninety (90) days to effect such cure. If Tidewater cures the alleged unsatisfactory performance to the reasonable satisfaction of the County, Tidewater shall continue to operate the scale house.

4.10 Subject to the provisions of Section 4.11, if Tidewater fails to effect a satisfactory cure within the time required by Section 4.9, the County shall have the right to operate the scale house and scales and computer system (if applicable). The total expense of such operation shall be borne, in all respects, by Tidewater. If the County is obligated to repair, maintain, or replace the scales, any related computer hardware or software systems, or interconnecting devices necessary to operate a scale for the weighing of Solid Waste and the recording of such weights, Tidewater shall bear all associated expenses.

4.11 If Tidewater disputes any alleged unsatisfactory performance or if the County believes that Tidewater has failed to effect a satisfactory cure pursuant to Sections 4.9 and 4.10, the matter shall be submitted to binding arbitration pursuant to the provisions of ORS 33.210 - 33.340. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall select a third arbitrator. Each Party shall bear the cost of selection of its arbitrator, and the Parties shall divide equally the cost of selection of the third arbitrator. The decision of the

arbitrators shall be binding upon the Parties under the provisions of ORS 33.210-33.340.

4.12 If at any time the testing of any weighing facilities indicates that such scales do not meet the accuracy requirements of the Oregon Department of Agriculture Weights and Measures Division, any adjustments of scale records actually recorded during the preceding ninety (90) days shall be negotiated in good faith by the County and Tidewater. If at any time all weighing facilities are incapacitated or are being tested, Tidewater shall determine the quantity of Solid Waste delivered by multiplying (i) the number of cubic yards of Solid Waste delivered to the Finley Buttes Landfill during the period that the weighing facilities are incapacitated or are being tested, by (ii) the average weight per cubic yard of all Solid Waste delivered to the Finley Buttes Landfill during the 30-day period immediately preceding the date on which the weighing facilities became incapacitated or testing began.

4.13 In the event Tidewater discovers that Hazardous Waste has been disposed of at the Landfill, Tidewater shall immediately notify the DEQ and the County. Tidewater, at its sole expense, subject to the rights, if any, of Tidewater against third Persons, shall bear all costs associated with the handling and disposal of such Hazardous Waste. Tidewater shall indemnify and hold the County harmless from any and all claims by the Federal Government, the State of Oregon, or third Persons for any

financial obligation in the handling and removal of Hazardous Waste at the Finley Buttes Landfill.

SECTION 5            INSURANCE REQUIREMENTS; LIABILITIES

5.1 Tidewater shall obtain and maintain the following insurance with respect to the construction, operation, maintenance, and closure of the Finley Buttes Landfill:

(a) Worker's compensation insurance coverage in compliance with the worker's compensation law of the State of Oregon, the United States Longshoreman and Harbor Workers' coverage and endorsement, and the Voluntary Compensation Coverage Endorsement.

(b) Employer's liability insurance coverage subject to the minimum limit of primary bodily injury liability insurance of not less than \$1,000,000 and sufficient to cover any claims under the Oregon Tort Claims Act as presently in existence or as amended.

(c) Comprehensive general liability insurance, comprehensive general liability form, covering all premises and operations including independent contractors, products, and operations for not less than \$1,000,000.

(d) Comprehensive automobile liability insurance coverage applicable to all owned, hired, and non-owned vehicles related to the Finley Buttes Landfill operation, subject to the minimum combined single limit of \$1,000,000.

5.2 Tidewater shall provide proof of coverage to the County for the insurance policies described in Section 5.1(a)-(d).

5.3 All insurance policies described in Section 5.1 shall be issued by reputable insurance companies licensed to do business in the State of Oregon, shall be in form reasonably satisfactory to the County, shall (except as to the insurance described in Section 5.1(a)) name the County as an additional insured, and shall provide for not less than ten (10) days prior written notice to the County prior to any cancellation, termination, or reduction in coverage. In the event Tidewater at any time fails to maintain insurance as required by this Agreement, the County shall have the right to obtain such insurance, and Tidewater shall reimburse the County for the cost thereof within thirty (30) days after written demand.

5.4 The County, from time to time during the term of this Agreement, may, in the exercise of its reasonable judgment, require Tidewater to obtain additional types of insurance reasonably related to the operation of the Finley Buttes Landfill; provided that the County shall bear one-half of the cost of obtaining any such additional insurance.

5.5 If any actions or suits are brought against the County, its agents, officials, or employees for alleged negligence in taking or failing to take any action in furtherance of this Agreement or in connection with the operation of the Finley Buttes Landfill, the County shall defend said suit or action in its own name and at its own expense, without any cost to Tidewater.

5.6 If any actions or suits are brought against Tidewater, its agents, officials, directors, associates, subsidiaries, partners, or employees for alleged negligence in taking or failing to take any action in furtherance of this Agreement or in connection with the operation of the Finley Buttes Landfill, Tidewater shall defend such suit or action at its own expense, without any cost to the County.

5.7 Tidewater agrees to indemnify and hold the County harmless from damages for any and all errors, omissions, or acts of Tidewater's agents, officials, subsidiaries, associates, partners, or employees arising out of or under this Agreement.

5.8 The County and Tidewater hereby waive any and every claim for recovery from the other for any and all loss or damage resulting from the performance of this Agreement, which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recovered under said insurance policies. Inasmuch as this mutual waiver will preclude

the assignment of any such claim to the extent of such recovery by subrogation (or otherwise) to an insurance company (or any other Person), the County and Tidewater each agree to give to each insurance company which has issued, or may issue in the future, policies of insurance related to this Agreement, written notice of the terms of this mutual waiver, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of this waiver. The waiver of subrogation contained in this Section 5.8 shall be valid only if the insurance carriers for Tidewater and the County agree thereto and such waiver is not contrary to the legislative intent of the Oregon Tort Claims Act.

SECTION 6            TERM OF AGREEMENT; MODIFICATION; TRANSFER

6.1 Subject to the provisions of Section 3.1, this Agreement shall remain in full force and effect for the effective useful life of the Finley Buttes Landfill. The useful life of the Finley Buttes Landfill shall be determined by the appropriate permits and permit renewals or extensions issued by DEQ or EQC. In the event any DEQ or EQC permit necessary for the operation of the Finley Buttes Landfill is terminated for any reason, this Agreement shall thereupon terminate.

6.2 The Parties may, by mutual consent, modify the terms and conditions of this Agreement; provided that any such modification shall be in writing and signed by the Parties.

6.3 This Agreement represents the total and complete agreement of the Parties. The Parties agree there are no other oral or written agreements between them with respect to the subject matter of this Agreement as of the Contract Date.

6.4 Tidewater agrees that neither its interest in this Agreement nor its ownership, if any, of the real property occupied by the Finley Buttes Landfill shall be transferred without the prior written consent of the County, which consent shall not be unreasonably withheld.

6.5 Prior to giving approval to any such transfer, the County shall have the right to hold a public hearing, following public notice, at which the County shall determine, in the exercise of its reasonable discretion, whether the proposed transferee has adequate financial resources to pay the license fees due or to become due the County under this Agreement and the ability to perform all other obligations under the terms of any state or federal regulatory landfill permit issued for the Finley Buttes Landfill.

6.6 Any approved transferee shall further agree, in writing, to abide by all of the terms and conditions of this Agreement.



SECTION 7

TERMINATION AND NOTICE

7.1 The following shall constitute events of default by either Party: Persistent and repeated failure by either Party timely to perform any material obligation under this Agreement; failure to pay fees as set forth in this Agreement; failure to comply with the DEQ or EQC permit for the operation, maintenance, and closure of the Finley Buttes Landfill; disregard for the laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction over the Finley Buttes Landfill; failure to comply with the provisions of the Conditional Use Permit or the Morrow County Solid Waste Management Ordinance (MC-1-87) unless such failure to comply is the result of an Emergency.

7.2 Prior to termination of this Agreement based upon the occurrence of an event of default, the Party in default shall have the right of cure. The Party declaring default shall give written notice to the other Party, identifying with reasonable particularity the nature of the default. If the default results from a failure to pay any amount due hereunder, the Party receiving such notice shall have fifteen (15) days to cure the default. Otherwise, the Party receiving such notice shall have ninety (90) days to cure the default, unless a cure cannot be effected in ninety (90) days despite the exercise of reasonable diligence, in which case such Party shall have such time to effect a cure as may reasonably be required, so long as curative

action is commenced within ninety (90) days and pursued with reasonable diligence thereafter. If the Party receiving notice of default fails to cure such default within the required time, the other Party may terminate this Agreement upon written notice. Notwithstanding the foregoing, if the Parties are in dispute as to the occurrence of an event of default or its cure, such dispute shall be resolved by binding arbitration in accordance with Section 4.11.

7.3 Any notice or communication required or permitted under this Agreement shall be in writing and sufficiently given if delivered in person or sent by certified mail, return receipt requested, postage prepaid, as follows:

(a) If to Tidewater:

General Offices  
Tidewater Barge Lines, Inc.  
6 Beach Drive  
Vancouver, WA 98661

Attn: Wesley J. Hickey, Executive Vice President

(b) If to the County:

Morrow County Court  
Morrow County Courthouse  
Heppner, OR 97836

Attn: County Judge

Changes in the respective addresses to which such notices shall be directed may be made from time to time by either Party by written notice to the other party.

7.4 Waiver by either Party of a default or a breach of any provision of this Agreement by the other Party shall not operate or be construed to operate as a waiver of any subsequent default or breach. The acceptance of payment of any fee by the County with knowledge of the existence of a default or breach on the part of Tidewater shall not operate or be construed to operate as a waiver by the County of any existing or subsequent breach or default, except with respect to the payment so accepted.

7.5 The Parties may at any time terminate this Agreement by mutual consent.

SECTION 8            DETERMINATION OF LICENSE FEE

8.1 In each Operational Year from and after the Operational Commencement Date, Tidewater shall pay to the County a license fee based upon the total number of Tons of Solid Waste generated from outside the geographic boundaries of the County and deposited in the Finley Buttes Landfill for the Operational Year in question. Subject to adjustment as hereinafter provided and subject to the provisions of Section 8.11, the fee shall be in the following amounts per Ton:

(a) \$.75 per Ton for the first 600,000 Tons per Operational Year.

(b) \$1.00 per Ton for the next 200,000 Tons per Operational Year.

(c) \$1.25 per Ton for the next 200,000 Tons per Operational Year.

(d) \$1.50 per Ton for all Tons in excess of 1,000,000 Tons per Operational Year.

8.2 In each of the third through the fifth Operational Years, inclusive, the fee per Ton shall be adjusted from the fee per Ton payable for the immediately preceding Operational Year by the applicable Percentage Adjustment.

8.3 In the sixth Operational Year, the fee per Ton shall be adjusted from the fee per Ton payable for the immediately preceding Operational Year by the applicable Percentage Adjustment and shall be increased by an additional \$0.25 per Ton.

8.4 In each of the seventh through the tenth Operational Years, inclusive, the fee per Ton shall be adjusted from the fee per Ton payable for the immediately preceding Operational Year by the applicable Percentage Adjustment.

8.5 In the eleventh Operational Year, the fee per Ton shall be adjusted from the fee per Ton payable for the immediately preceding Operational Year by the applicable Percentage Adjustment and shall be increased by an additional \$0.25 per Ton.

8.6 In each of the eleventh through the fifteenth Operational Years, inclusive, the fee per Ton shall be adjusted from the fee per Ton payable for the immediately preceding Operational Year by the applicable Percentage Adjustment.

8.7 In the sixteenth Operational Year, the fee per Ton shall be adjusted from the fee per Ton payable for the immediately preceding Operational Year by the applicable Percentage Adjustment and, if and only if 1,000,000 or more Tons of Solid Waste were deposited in the Finley Buttes Landfill during the immediately preceding Operational Year, shall be increased by an additional \$0.25 per Ton.

8.8 In each of the seventeenth through the twentieth Operational Years, inclusive, the fee per Ton shall be adjusted from the fee per Ton payable for the immediately preceding Operational Year by the applicable Percentage Adjustment.

8.9 In the twenty-first Operational Year, the fee per Ton shall be adjusted from the fee per Ton payable during the immediately preceding Operational Year by the applicable Percentage Adjustment and, if and only if 1,000,000 or more Tons of Solid Waste were deposited in the Finley Buttes Landfill during the immediately preceding Operational Year, shall be increased by an additional \$0.25 per Ton.

8.10 In each Operational Year after the twenty-first Operational Year, the fee per Ton shall be adjusted from the fee per Ton payable for the immediately preceding Operational Year by the applicable Percentage Adjustment.

8.11 Notwithstanding the foregoing provisions of this Section 8, and regardless of the number of Tons of Solid Waste deposited in the Finley Buttes Landfill, the license fee payable by Tidewater shall be not less than \$50,000 for the third Operational Year and not less than \$50,000 adjusted by the applicable Percentage Adjustment for each succeeding Operational Year. There shall be no minimum license fee for the first and second Operational Years.

8.12 Except as provided in Sections 8, 10, and 13, and excluding property taxes, the County agrees that no other fees or assessments shall be imposed by the County on Tidewater or on any third Person depositing Solid Waste at the Finley Buttes Landfill.

SECTION 9                      PAYMENT OF FEES

Tidewater agrees to pay the license fee provided for in Section 8 to the County on a monthly basis. The monthly payment will be due by the 20th day of each calendar month and will be calculated on the basis of the tonnage received at the Finley Buttes Landfill during the immediately preceding calendar month.



SECTION 10            CLOSURE

10.1 Tidewater agrees to provide for the closure and post-closure of the Finley Buttes Landfill pursuant to all applicable federal and state laws and DEQ or EQC administrative regulations, including without limitation, closure permit, closure plan, and financial assurance plan prepared in accordance with DEQ administrative regulations.

10.2 The Parties shall establish a closure fund (the "Closure Fund") into which Tidewater shall deposit monthly an amount equal to \$0.15 per Ton of Solid Waste delivered to the Finley Buttes Landfill during the calendar month prior to the date of payment. Tidewater's obligation to make such deposits shall terminate at such time as the total amount deposited plus accumulated interest equals \$1,000,000. All amounts paid by Tidewater pursuant to this Section 10.2 shall be held by the County Treasurer in a special county fund and deposited in an interest-bearing account from which disbursements shall be made as provided in this Section 10. All disbursements from the Closure Fund shall be made solely for the purposes described in this Section 10 and shall be made by the County upon the written application of Tidewater. Tidewater may make such application for disbursement at any time unless Tidewater has filed for bankruptcy under the federal bankruptcy act.

10.3 Prior to closure of the Finley Buttes Landfill, Tidewater shall be entitled to obtain disbursements from the Closure Fund for the purpose of paying the cost of repairs to the facility required by reason of any Emergency, remedial pollution control measures, or the handling and disposal of Hazardous Waste. Within one year after the date of any such disbursement, Tidewater shall repay to the Closure Fund (i) the amount disbursed, plus (ii) the interest which would have been earned on such amount had it not been disbursed from the Closure Fund.

10.4 Tidewater may include all funds held in this Closure Fund in the financial assurance plan submitted to DEQ as a part of the DEQ approval of the financial assurance, closure and post-closure plans. The Parties agree that all funds accumulated as provided in this Section 10 may be incorporated in and be made a part of the financial assurance requirements of the DEQ approved closure and post-closure plans. Disbursements from the Closure Fund for closure and post-closure of the Finley Buttes Landfill shall be made upon written application of Tidewater to the County. Such disbursements for closure and post-closure shall be in accordance with and for such purposes allowed by the DEQ approved closure and post-closure plans. Disbursements from the Closure Fund shall not be made for ongoing closure of solid waste cells. No repayment to the Closure Fund is required for disbursements made to Tidewater for the closure and post-closure of Finley Buttes Landfill.

10.5 Tidewater agrees that, to the extent permitted by DEQ or EQC rules, Tidewater shall request in its financial assurance plan submittal to DEQ or EQC that any funds remaining in this Closure Fund which are in excess of the funds necessary for closure and post-closure and which remain following closure and post-closure of the Finley Buttes Landfill shall be utilized in accordance with DEQ administrative rules to reduce Solid Waste disposal rates of Persons within the County or to enhance Solid Waste disposal facilities within the County.

SECTION 11      PAYMENT FORM

The Parties agree to enter into subsequent good faith negotiations to establish the documentation which shall be utilized by Tidewater in calculating its monthly payment of fees to the County. The documentation form shall include, without limitation, the following information:

(a) The total number of Tons or cubic yards delivered to the Finley Buttes Landfill during the applicable calendar month.

(b) The license fee due per Ton of Solid Waste delivered to the Finley Buttes Landfill for the applicable Operational Year.

(c) Any reductions from the license fee payment as a result of improvements to Bombing Range Road pursuant to Section 13.

(d) Adjustments to the license fee resulting from the purchase of additional insurance pursuant to Section 5.4.

SECTION 12      NO OBLIGATION BY THE COUNTY TO PAY FUNDS

12.1 The County shall not be obligated under the terms of this Agreement to make any payment of funds. The Parties agree that the County has not entered into a debtor relationship with Tidewater as defined by Article XI of the Oregon Constitution. In furtherance of the debt limitation provision, the Parties agree that the contractual provisions relating to the improvements of Bombing Range Road are for the benefit of the citizens of the County and are being provided by Tidewater at its sole expense and obligation. Any reduction in the license fee based upon the terms of this Agreement is not intended by the Parties to create a debt owed by the County to Tidewater.

12.2 Within three months of the Contract Date the County agrees to provide an opinion of an attorney licensed to practice law in the State of Oregon that this Agreement constitutes the valid and legally binding obligation of the County and that the terms and conditions of this Agreement are in all respects lawful and enforceable.

SECTION 13

BOMBING RANGE ROAD

13.1 The Parties acknowledge that trucks delivering Solid Waste to the Finley Buttes Landfill will travel from Interstate 84 to the landfill entrance over a road commonly known as the Bombing Range Road (the "Road"). The Parties further acknowledge the need to establish a fund (the "Road Fund") to pay a portion of the costs of improving, maintaining, and repairing that portion of Bombing Range Road north of the access to the Finley Buttes Landfill. The Road Fund shall be established and administered in accordance with this Section 13.

13.2 Subject to the provisions of Section 13.5 and in addition to the license fees payable pursuant to Section 8 and the amounts payable pursuant to Section 10, Tidewater agrees to pay to the County monthly from and after the Operational Commencement Date a "Road Fund Fee" in an amount equal to \$0.25 per Ton of Solid Waste delivered to the Finley Buttes Landfill during the calendar month prior to the date of payment. Commencing in the third Operational Year and continuing in each Operational Year thereafter, the amount of the Road Fund Fee shall be adjusted by the applicable Percentage Adjustment. All amounts paid by Tidewater pursuant to this Section 13.2 shall be held by the County Treasurer in the Road Fund, which shall be deposited in an interest-bearing account and from which disbursements shall be made solely for the purposes described in this Section 13.

13.3 Until such time as the need for reconstruction of the Road has been determined as hereinafter provided, the County shall maintain the Road in accordance with established standards for county roads and shall be entitled to withdraw from the Road Fund the cost of such maintenance of that portion of the Road from the landfill access, north to the Interstate 84 interchange. In the event the amount available from the Road Fund is insufficient to pay all costs of such maintenance, the excess shall be borne by the County and Tidewater shall have no liability therefor.

13.4 Promptly after the Fifth Operational Year or at such time as the Parties may agree, the Parties shall undertake to determine whether the Road requires reconstruction in order to ensure its availability for continuous year-round use in all weather conditions normally encountered in the County and in accordance with such standards as may be established by the County. Such determination shall be made by an independent engineer engaged by and mutually acceptable to the Parties, following consultation with the County Engineer and, if Tidewater elects to retain an engineer on its own behalf, such engineer; provided that in the event that the independent engineer's determination is disputed by the County Engineer or Tidewater's engineer, if one is retained, the matter shall be resolved by arbitration conducted in accordance with Section 4.11, except that all arbitrators shall be qualified engineers with experience in road construction. All fees of the independent engineer and



associated costs shall be paid by the County. If reconstruction of any portion of the Road is determined to be required, the County shall proceed in accordance with this Section 13.4 to reconstruct the Road. Subject to reimbursement as provided in Section 13.5, Tidewater shall pay all costs reasonably incurred in connection with reconstruction, to the extent such costs exceed any amount available from the Road Fund. The Road shall be reconstructed as necessary to continue its use as a two-lane county road with gravel shoulders and side drainage. The Road as reconstructed shall have a sufficient base and overlay to ensure its availability for continuous year-round use in all weather conditions normally encountered in the County. The County's plans and specifications for reconstruction of the Road shall be reviewed by the independent engineer and be consistent with such engineer's determination of the reconstruction requirements. The County agrees to seek competitive bids for reconstruction of the Road and to contract for such reconstruction with the lowest responsible bidder.

13.5 As contemplated by Section 13.4, Tidewater shall pay all costs associated with reconstruction of the Road. Notwithstanding the foregoing or any other provision of this Agreement, from the date on which reconstruction commences until such time as Tidewater has recovered one-half of the total reconstruction costs, the fees payable by Tidewater pursuant to this Agreement except for the Closure Fund shall be reduced as follows:

(a) The license fee payable by Tidewater pursuant to Section 8 shall be reduced to the greater of \$0.50 per Ton or one-half the license fee per Ton otherwise payable under this Agreement, regardless of the number of Tons delivered to the Finley Buttes Landfill during the period in question.

(b) The Road Fee shall be suspended.

13.6 At any time after initial reconstruction of the Road as contemplated by Section 13.4, either Party can require, by written notice to the other Party, the retention of a mutually acceptable independent engineer to determine whether additional reconstruction of the Road is required to ensure continued satisfaction of the standard set forth in Section 13.4. The independent engineer shall make his determination following consultation with the County engineer and Tidewater's engineer, if one is retained. If the independent engineer's determination is disputed by either Party, the dispute shall be resolved by arbitration in the manner contemplated under Section 13.4. The fees of the independent engineer and associated costs shall be paid from the Road Fund and the County shall proceed with the necessary reconstruction in the manner described in Section 13.4. To the extent the cost of reconstruction exceeds the amount available in the Road Fund, each Party shall pay one-half of the excess.

13.7 Following any reconstruction of the Road, the County shall maintain the Road in good condition and repair in accordance with county standards so as to ensure its availability for continuous year-round use in all weather conditions normally encountered in the County. The County shall bear all costs of such maintenance and repair, but shall be entitled to withdraw the amount of such costs from the Road Fund. In the event the amount available from the Road Fund is insufficient to pay all such costs, the excess shall be borne by the County and Tidewater shall have no liability therefor.

13.8 Within thirty (30) business days after any withdrawal from the Road Fund, the County shall give Tidewater written notice setting forth the amount withdrawn and the purpose for the withdrawal, together with copies of related invoices or other supporting documentation. In addition, Tidewater shall have the right to inspect the county's records relating to administration of the Road Fund at any time upon reasonable advance notice.

13.9 The County's responsibility for the expenditure of funds in this Section 13 is subject to the future appropriation of funds by the County through the budgeting process. The County agrees to exercise good faith in the future appropriation of funds necessary to meet its obligations in this Section 13.

SECTION 14

APPLICABLE LAW

This Agreement and any question concerning its validity, construction or performance, shall be governed by the laws of the State of Oregon, irrespective of the place of execution or of the order in which the signatures of the parties are affixed, or of the place or places of performance.

MORROW COUNTY COURT

TIDEWATER BARGE LINES, INC.

*Louis A. Carlson*

*Wesley J. Hickey*

LOUIS A. CARLSON, JUDGE

*Executive Vice President*

*Irvin E. Raugh*

IRVIN E. RAUGH, COMMISSIONER

*G. W. Peck*

G. W. PECK, COMMISSIONER

DATE 3-30-88

DATE 3-30-88

56/02/0022/12 ATTEST:

*Barbara Bloodsworth*  
Clerk

STATE OF OREGON } ss. 138652  
County of Morrow

I hereby certify that the within instrument was received for record.

on 03-30-88 at 11:45 AM

and assigned No. 30761

in the Microfilm Records of said county

Witness My Hand and Seal of County Affixed

Barbara Bloodsworth  
County Clerk

By *Donna M. Lietmann*  
Deputy



P.O. BOX 61726  
VANCOUVER, WA 98666  
503/288-7844 • 360/695-4858  
FAX 360/695-5091

January 7, 2019

Morrow County  
100 S. Court St.  
Heppner, OR 97836

Subject: Oregon Department of Environmental Quality Fee Increase

Dear Morrow County Court,

Finley Buttes Landfill has been notified of a planned increase in the Oregon Department of Environmental Quality (DEQ) fees. Starting April 1, 2019, DEQ fees will increase \$0.07 per ton from \$1.82 per ton to \$1.89 per ton. Finley Buttes Landfill proposes to pass this through for certain materials. In-County MSW and C&D will be exempt. Any "gate rates" not mentioned will be unchanged. With the proposed increase of \$0.07 per ton, "gate rates" at Finley Buttes Landfill will be as follows:

In-County

Contaminated soils: \$16.65 per ton  
Tires: \$70.65 per ton  
Asbestos: \$175.65  
Large dead animals (over 200 lbs.): \$75.65 per ton

Out of County

MSW: \$34.65 per ton  
Contaminated soils: \$34.65 per ton

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Green", is written over the printed name.

Kevin Green  
District Manager

BEFORE THE MORROW COUNTY COURT  
OF MORROW COUNTY

AN ORDINANCE ADOPTING THE 2006  
MORROW COUNTY SOLID WASTE  
MANAGEMENT PLAN, AUTHORIZING  
IMPLEMENTATION OF THE STATED  
GOALS AND RECOMMENDATIONS  
THEREIN, AND ADOPTING THE 2006  
MORROW COUNTY SOLID WASTE  
MANAGEMENT ORDINANCE

COUNTY ORDINANCE  
NO. MC - 03 - 06

WHEREAS, ORS 459.017(b) mandates that local government units have the primary responsibility for planning for solid waste management; and

WHEREAS, ORS 459.085(1)(e) authorizes counties to regulate solid waste management outside of the cities within the county; and

WHEREAS, the Morrow County Court had concerns about the current Plan and Ordinance and to address those concerns appointed the Management Plan Advisory Committee to create a comprehensive and up-to-date solid waste management plan and ordinance; and

WHEREAS, the Management Plan Advisory Committee met fourteen times carefully crafting a new Solid Waste Management Plan and Ordinance; and

WHEREAS, The Management Plan Advisory Committee and the Solid Waste Advisory Committee met jointly on July 19, 2005 and October 18, 2005 and recommended adoption of the Solid Waste Management Plan and Ordinance by the County Court; and

WHEREAS, the County Court held two public hearings duly advertised on January 11, 2006 and February 22, 2006, continued to March 1, 2006.

NOW THEREFORE THE COUNTY COURT OF MORROW COUNTY ORDAINS AS FOLLOWS:

Section 1 Title of Ordinance:

This Ordinance shall be known, and may be cited, as "The Adoption Ordinance of the 2006 Solid Waste Management Plan and Ordinance."



## Section 2 Documents Adopted

By adoption of this Ordinance the County Court adopts and acknowledges the following two documents:

1. Morrow County Solid Waste Management Plan, identified as Exhibit 1 and 60 pages long.
2. Morrow County Solid Waste Management Ordinance, identified as Exhibit 2 and 18 pages long.

## Section 3 Implementation

1. The County Court accepts the goals and recommendations of the Morrow County Solid Waste Management Plan and consent to their incremental implementation.
2. The Solid Waste Administrator shall be designated by Order of the Morrow County Court.
3. Morrow County agrees to use reasonable efforts to appropriate and allocate sufficient available funds to ensure the goals and recommendations of the Morrow County Solid Waste Management Plan are achieved.

## Section 4 Repeals

The following previous Solid Waste Management Plans, Ordinances or related Ordinances are repealed and replaced by this action.

1. The June 1988 Solid Waste Management Plan and Waste Reduction Program is hereby repealed and replaced with the 2006 Morrow County Solid Waste Management Plan.
2. Morrow County Ordinance MC-1-87 called the Morrow County Solid Waste Management Ordinance is hereby repealed and replaced with the 2006 Morrow County Solid Waste Management Ordinance.
3. Morrow County Ordinances MC-C-7-94 and MC-01-05 both called the Penalty for Transporting Uncontained Solid Waste Ordinance are hereby repealed and their language is incorporated into the 2006 Solid Waste Management Ordinance.

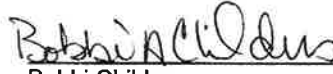
Section 5 Effective Date

To respect the work done by the Management Plan Advisory Committee and recognizing that the current contracts for collection in the County will expire on June 30, 2006, the Morrow County Court deems there to be an emergency. This Ordinance and its included exhibits, the Morrow County Solid Waste Management Plan and Ordinance, are to be effective...


DONE AND ADOPTED BY THE MORROW COUNTY COURT THIS 19<sup>th</sup> DAY OF APRIL, 2006.

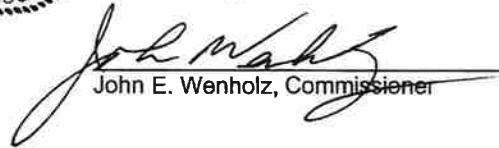
ATTEST:

MORROW COUNTY COURT:

  
Bobbi Childers  
County Clerk



  
Terry K. Tallman, Judge

  
John E. Wenholtz, Commissioner

APPROVED AS TO FORM:

  
David Allen, County Counsel

ABSENT  
Ray Grace, Commissioner

**MORROW COUNTY  
SOLID WASTE MANAGEMENT PLAN**

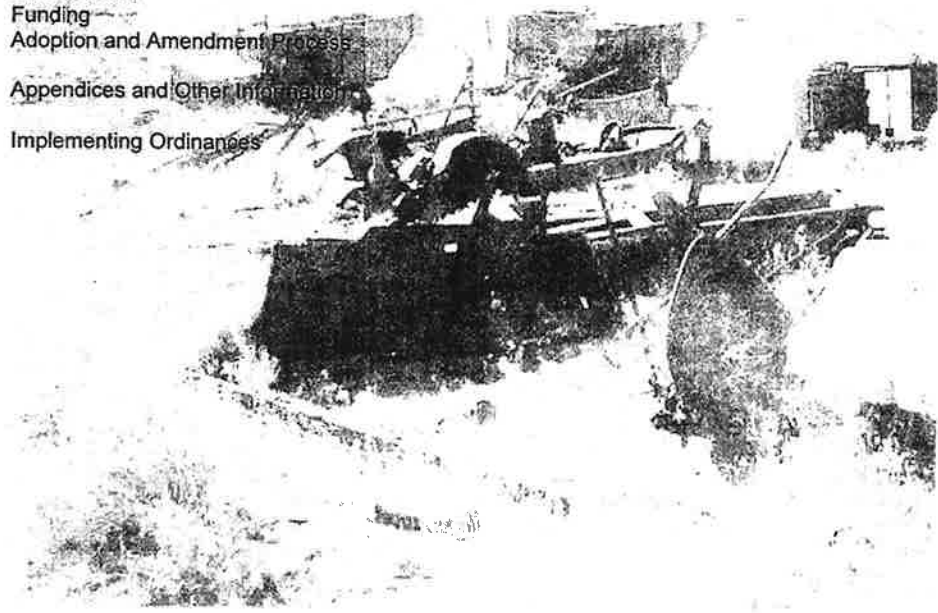


Adopted by the Morrow County Court  
Morrow County, Oregon  
April 19, 2006

**Morrow County Solid Waste Management Plan  
Table of Contents**

<b>Chapter One: Introduction</b> .....	1.1
Solid Waste Prior to 1974	
1974 Plan Concerns and Proposed Solutions	
Solid Waste Advisory Committee	
1988 Plan Concerns and Proposed Solutions	
2005 Plan Concerns	
2005 Plan Purpose and Organization	
Morrow County Solid Waste Goals	
<b>Chapter Two: Definitions</b> .....	2.1
<b>Chapter Three: Waste Prevention and Reuse</b> .....	3.1
Regulatory Requirements	
Solid Waste Prevention in Morrow County	
Opportunities for Waste Prevention and Reuse for Morrow County	
County Waste Prevention Program	
Recommendations	
<b>Chapter Four: Recycling and Residential Composting</b> .....	4.1
Recycling Introduction	
Residential Composting Introduction	
Regulatory Requirements	
Recycling and Composting in Morrow County	
Opportunities for Recycling and Composting for Morrow County	
Recommendations	
<b>Chapter Five: Solid Waste Transportation Systems, Transfer Stations and Re-load Facility</b> .....	5.1
Regulatory Requirements	
Collection	
Transportation	
Transfer Stations	
Re-load Facility	
<b>Chapter Six: Disposal Methods</b> .....	6.1
Landfill Disposal	
Clean Fill	
Commercial Composting Facilities	
Other Disposal Methods	
Land Application	

<b>Chapter Seven: Special Waste Management</b> .....	7.1
Household Hazardous Waste and Conditionally Exempt Generators	
Waste Tires	
Electronic Waste	
Infectious Waste	
Ash and Incinerator Residue	
Livestock Waste including Dead Animals	
Toxic and Radioactive Waste	
Liquid Wastes	
Large Items and Disaster Events	
Procedure for Evaluating a New Waste Category or Project not Covered in This Plan	
 <b>Chapter Eight: Illegal Methods of Disposal</b> .....	 8.1
Illegal Dumps	
Burning	
 <b>Chapter Nine: Administration</b> .....	 9.1
Regulatory Requirements	
Responsibilities	
Solid Waste Advisory Committee (SWAC)	
Administration	
Enforcement	
Funding	
Adoption and Amendment Process	
Appendices and Other Information	
Implementing Ordinances	



## CHAPTER ONE - INTRODUCTION

In 1974 the Morrow County Court adopted the first Solid Waste Management Plan for the County, driven primarily by changes in state statute which affected disposal methods in practice at the time. The plan was then updated in 1988 as a result of an application for a regional landfill proposed by Tidewater Barge Lines resulted eventually in the creation of Finley Buttes Regional Landfill. This third version of the Solid Waste Management Plan, (adopted in 2006), is driven by continuing changes in solid waste management conditions and a recognition that the 1988 plan does not provide staff or the County Court sufficient direction in many areas of solid waste and its management.

Morrow County lies along the Columbia River with 35 miles of shoreline, almost midway between the eastern and western boundaries of Oregon, 270 miles inland from the Pacific Ocean. Transportation opportunities for residents and businesses of the County are provided by Interstate 84, the Union Pacific Railroad and the Columbia River all traversing the northern boundary of the County. State Highways 207, 206 and 74 provide a transportation network throughout the County in support of the agricultural community, which forms our economic base.

The land area of Morrow County is approximately 1.3 million acres supporting a certified population estimate in 2003 of 11,750. Most of the population is concentrated in the northern portion of the County in and around the cities of Boardman and Irrigon. The balance of the population is predominately in the Willow Creek Valley, in and around the communities of Heppner, Lexington and Ione.

### **Solid Waste Prior to 1974**

Prior to 1974 most solid waste disposal in Morrow County, like many other rural counties, occurred in open sites and scattered locations, generally in ravines and other natural depressions. Some sites were privately owned while others were publicly

owned and operated.

### **1974 Plan Concerns and Proposed Solutions**

In 1974 the County identified several problems involving solid waste, the most pressing problem being the two disposal sites that served Heppner, Lexington and Ione. These were open burning dumps which had become illegal to operate. There was also a recognized need for a disposal site to serve the residents of the northern portion of the County. The following is a summary of the identified problems and the outcomes of the 1974 Plan:

1. The Lexington site, located along the main highway about a mile and a half south of Lexington, was closed in accordance with the recommendations of the 1974 Plan. It was owned by the Town of Lexington.
2. The Heppner site, located southwest of the city in Balm Fork Canyon, was owned and operated by the City of Heppner. While the site appeared to have an indefinite capacity in 1974, it had other problems which made its long-term use doubtful. In addition, closure of the Lexington site and the goal to regionalize solid waste disposal led to the recommendation to close the Heppner site. The site was closed in 1976.
3. The 1974 Plan recommended a new site be acquired on property north of the City of Heppner to be used for landfill disposal for all of southern Morrow County. In 1976, Morrow County entered into a lease on the Turner property to develop and operate a solid waste landfill in accordance with the recommendation of the Plan. The Turner Landfill site is about one and one-fourth mile northeast of

downtown Heppner and occupied approximately 15 acres. In 1984 the City of Heppner assumed responsibility for the site from the County and continued to operate the landfill for several years. Upon establishment and operation of the Finley Buttes Landfill, the City of Heppner closed the Turner site in accordance with Department of Environmental Quality guidelines in 1991.

4. To accommodate the long-term needs for solid waste disposal in the northern portion of the County, the 1974 Plan recommended a regional solid waste landfill be established on a parcel of ground known as the BLM site. The Plan anticipated that a site near Hermiston, in neighboring Umatilla County, would be full by 1980. A combination of factors, including less than anticipated population growth and the expansion of the Hermiston landfill site eliminated the need for an alternative north county landfill site. As a result the BLM property was not acquired.
5. The lone landfill and other open dumps scattered throughout the County have not been acquired and were properly closed as recommended in the 1974 Plan.
6. The 1974 Plan recommended that a County Service District be formed with sufficient taxing authority to provide the necessary resources to implement the recommendations of the Plan. This recommendation of the 1974 Plan has not been implemented.

**Solid Waste Advisory Committee**

The first Morrow County Solid Waste Management Advisory Committee (SWAC) was formed in 1976 in response to new State standards for landfills and, accordingly,

to develop a long-range plan to provide adequate local disposal sites and facilities; regional disposal sites; to develop minimum standards for the location and operation of disposal sites; and, to make recommendations to the County concerning franchise applicants and complaints. This SWAC consisted of the mayors of the five incorporated cities in Morrow County, the Morrow County Planning Director, three members of the general public and any other County Court appointed members or advisors.

The Committee worked diligently to find new landfill solutions but by 1985 the SWAC reported that Morrow County did not have the funds to continue operation of the only permitted landfill in the County nor did they have the funds to close it. The Committee decided to receive recommendations from each city and proposals from private enterprise to help solve the solid waste situation.

In December 1986 Morrow County was presented with a feasibility study for a regional landfill near Finley Buttes by Tidewater Barge Lines, which was looking for a place to dispose of solid waste from its transfer stations in the Vancouver area. This was the ideal solution for the County to solve the landfill problem and the proposal was welcomed by the County Court. In May 1988 the representatives of Tidewater Barge Lines requested the County form a Solid waste Disposal Site Advisory Committee pursuant to ORS 459.320 and 325. The existing SWAC then was reorganized to meet the State regulation. The revised SWAC held their first meeting on June 21, 1988. The new, statutorily correct duties of the SWAC included:

- Reviewing the operation and long-term monitoring of Finley Buttes Landfill and;
- Providing a forum for citizen involvement and dialogue between the community and the owner or operator of the regional landfill. The



committee was to meet 4 times a year and prepare an annual written report summarizing the local citizens' concerns and how the landfill owner/operator was addressing those concerns.

In 1990 Finley Buttes Landfill opened for business and began receiving waste from the County and other regional sources. Finley Buttes Landfill Company was created from Tidewater upon its opening and was formed under the umbrella company of Columbia Resource Company which also operated two transfer stations in Clark County, Washington. Wes Hickey, as president and owner, was an active member of the SWAC and contributed to the present-day friendly relationship the County shares with Finley Buttes Landfill. In 1999 Wes sold the Landfill to Waste Connections, Inc.

Through the years the SWAC has met at least once a year to review and discuss operations at Finley Buttes Landfill and deal with topics such as transfer stations, recycling programs, waste collector franchises, road access issues and the rare complaints from Morrow County citizens. At the end of each year the SWAC presents an annual report to the County Court.

#### **1988 Plan Concerns and Proposed Solutions**

The 1988 Plan update was driven by an application from Tidewater Barge Lines to site a regional landfill, meeting in spirit the goal of the 1974 Plan, to identify and construct a regional landfill. The Plan update in 1988 was focused on the development of a regional landfill and the impacts of such a development to the County and the region. The only other consideration discussed in the 1988 Plan was a Proposed Waste Reduction Program which included alternatives, elements and an implementation schedule.

The Finley Buttes Regional Landfill, owned and operated in 2004 by Waste

Connections, Inc., was opened on the first of November in 1990 and began accepting solid waste from the public in June of 1991. A transfer station located at the Landfill was also made available for Morrow County residents to drop off solid waste and recyclables.

In support of the Proposed Waste Reduction Program component of the 1988 Plan a transfer station managed by the County was opened in 1991 between Heppner and Lexington on Highway 74 to serve the needs of the residents in the southern portion of the County. A second transfer station located near the intersection of Bombing Range Road, Frontage Lane, and the Interstate 84 and Highway 730 interchange was opened in 2005. It is also managed by the County.

#### **2005 Plan Concerns**

It is now more than 30 years since the County adopted its first Solid Waste Management Plan and much has changed. The County's population has doubled and the economic forces within the County have also changed. Forest products and the timber industry were a major economic force in the southern portion of the County in 1974. Now the timber industry is almost nonexistent with the closure of the Kinzua Mill in 1999 and many legislated changes in forest practices. Another change that Morrow County has seen over the past decade or more is the process that the United States Army has undertaken to incinerate the stockpile of munitions at the Umatilla Chemical Depot located between Hermiston and Boardman on Interstate 84. The Depot is situated on property located in Morrow and Umatilla Counties.

The citizens of Morrow County today face the following specific challenges with respect to solid waste. These concerns were identified by Planning Staff and the County Court:

1. The current plan and implementing

ordinances do not provide adequate direction for solid waste planning and management within Morrow County.

2. Activity at the Umatilla Army Chemical Depot has been addressed through the adoption of a Toxic Waste Ordinance. Compliance with this Ordinance, however, has been difficult to achieve.
3. Much has been learned over the past fourteen years concerning the operation of the Finley Buttes Regional Landfill. The current Plan and implementing ordinance do not provide adequate guidance in regard to this operation.
4. The County is operating two transfer stations and Finley Buttes Landfill operates a transfer station. There have been questions which need to be addressed concerning the need for additional transfer stations or better mechanisms to manage waste.
5. Change has been a constant in Morrow County as the population has doubled since the first plan was adopted, a regional landfill has been sited, a Full Composting Facility at Threemile Canyon Farms began operation, and the Army has begun destruction of the munitions stockpiled at the Umatilla Army Chemical Depot. These changes need to be reflected in the County's Solid Waste Management Plan and implementing ordinances.

The following issues and concerns were identified by the Management Plan Advisory Committee (MPAC), created to support staff during the Plan update process. Also incorporated into the following are the concerns identified by the public through the Public Meeting and Hearing process:

1. The need for County agreements with incorporated jurisdictions that have no implemented solid waste management plan or ordinances.

2. The need to have the administration of solid waste programs, implementing Ordinance and Plan management clearly assigned and funded.

#### **2005 Plan Purpose and Organization**

The 2005 Plan update serves a number of functions, predominately as a planning tool for issues and concerns relative to solid waste and its management in Morrow County. More specifically, the 2005 Plan provides for the County a mechanism by which to plan for solid waste management and then to track our progress.

#### **Morrow County Solid Waste Goals:**

The following goals are designed to provide guidance for managing Morrow County's solid waste systems and meeting its administrative, funding, implementation and enforcement requirements in the future:

1. Provide flexibility to respond to changes in disposal alternatives, new technologies and new regulations;
2. Provide for a uniform level of solid waste management services to all constituents;
3. Determine ways to encourage waste reduction, reuse and recycling of materials in order to meet State requirements;
3. Dedicate part of the funds generated from the solid waste stream to administer and manage solid waste programs, the implementing Ordinance, and Plan management;
4. Provide an ongoing Waste Prevention Program in order to educate and encourage Morrow County citizens to reduce the amount of solid waste which they dispose;
5. Identify how solid waste is collected,

transferred, transported, and disposed in Morrow County;

6. Determine the benefits of alternative solid waste management disposal methods such as composting;
7. Identify Special Waste Management issues and provide guidance in management of those special waste streams;
8. Identify illegal disposal methods and provide direction and guidance for controlling and reducing illegal dumping and open burning;
9. Maintain and add to or expand the SWAC's duties to include administration and enforcement of the adopted Solid Waste Management Plan; and
10. Utilize Intergovernmental agreements to support solid waste management in communities without implemented solid waste management plans or ordinances.

## CHAPTER TWO - DEFINITIONS

As used in this Plan and the implementing ordinance(s), the following words and phrases shall have the meaning set forth in this section. Words and phrases not defined shall have the meaning commonly and ordinarily understood, as determined by the Planning Director, Public Works Director, County Counsel or the County Court.

"Acute Hazardous Waste" means any hazardous waste subject to stringent quantity standards for accumulation and generation.

"Administrator" means the Department or entity which has been appointed by the County Court to have the responsibility to administer the County's solid waste programs and agenda items.

"Affected person" means a person or entity involved in the solid waste collection service process, including but not limited to, a recycling collection service, disposal site permittee or owner, city, county and metropolitan service district.

"Agricultural Composting" means composting as an agricultural operation (as defined in ORS 467.120(2)(a)) conducted on lands employed for farm use (as defined in ORS 215.203). Agricultural composting operations may include supplemental feedstocks to aid in composting feedstocks generated on the farm.

"Agricultural Waste" means residues from agricultural products generated by the raising or harvesting of such products on farms or ranches.

"Agronomic Application Rate" is the term used to describe the rate of biosolids application that matches nitrogen requirements for a specific crop on an annual basis.

"Battery" means one or more cells, each consisting of a positive electrode, a

negative electrode, and an electrolyte.

"Alkaline manganese battery" means a battery consisting of manganese dioxide positive electrode material, zinc negative electrode material, and an alkaline electrolyte.

"Nickel cadmium battery" means a battery consisting of nickel positive electrode material and cadmium negative electrode material.

"Small lead battery" means a battery consisting of positive and negative electrode materials which are lead or compounds thereof, used in non-vehicular applications, and weighing less than 25 pounds.

"Biological Waste" means blood and blood products, excretions, exudates, secretions, suctionings and other body fluids that cannot be directly discarded into a municipal sewer system, and waste materials saturated with blood or body fluids, but does not include diapers soiled with urine or feces.

"Biosolids" means solids derived from primary, secondary or advanced treatment of domestic wastewater which have been treated through one or more controlled processes that significantly reduce pathogens and reduce volatile solids or chemically stabilize solids to the extent that they do not attract vectors.

"Boneyard" means the storage of inoperable vehicles and equipment used as a part and piece replacement resource for maintaining currently operating vehicles and equipment.

"Chemical Agents" as used in ORS 465.550 and 465.555 means:

- (a) Blister agents, such as mustard gas;
- (b) Nerve agents, such as sarin and VX;
- (c) Residues from demilitarization, treatment and testing of blister agents; and
- (d) Residues from demilitarization, treatment and testing of nerve agents.

"Clean Fill" means material consisting of soil, rock, concrete, brick, building block, tile or asphalt paving, which do not contain contaminants which could adversely impact the waters of the State or public health. This term does not include putrescible wastes, construction and demolition wastes and industrial solid wastes.

"Closure Permit" means a document issued by the Department of Environmental Quality bearing the signature of the Director of Environmental Quality or his/her authorized representative which by its conditions authorizes the permittee to complete active operations and requires the permittee to properly close a land disposal site and maintain and monitor the site after closure for a period of time specified by the Department of Environmental Quality.

"Collection Service" means a service that provides for collection of solid waste or recyclable material or both, but does not include that part of a business operated under a certificate issued under ORS 822.110. "Collection service" of recyclable materials does not include a place to which persons not residing on or occupying the property may deliver source separated recyclable material.

"Collection Vehicle" or "transportation vehicle" means any vehicle used to collect or transport waste or solid waste.

"Collector" means the person who provides collection service.

"Commercial Solid Waste" means solid waste generated by stores, offices, including manufacturing and industry offices, restaurants, warehouses, schools, colleges, universities, hospitals, and other non-manufacturing entities, but does not include solid waste from manufacturing activities. Solid waste from business, manufacturing or processing activities in residential dwellings is also not included.

"Committee" means a local citizens advisory committee established under ORS 459.320

and called the Solid Waste Advisory Committee (SWAC) which has duties that include but are not limited to:

(1) Reviewing with the regional disposal site permittee, the regional disposal site including but not limited to siting, operation, closure and long-term monitoring of the regional disposal site; and

(2) Providing a forum for citizen comments, questions and concerns about the regional disposal site and promoting a dialogue between the community in which the regional disposal site is located and the owner or operator of the regional disposal site.

"Compost" means the controlled biological decomposition of organic material (which could be source separated from the municipal solid waste stream) or the product resulting from such a process.

"Composting" means the managed process of controlled biological decomposition of organic or mixed solid waste.

"Composting Facility" means a site or facility which utilizes organic solid waste or mixed solid waste to produce a useful product through a managed process of controlled biological decomposition. Composting may include amendments beneficial to the composting process.

"Conditionally Exempt Generator" means a generator who generates 220 pounds or less of hazardous waste per month and 2.2 pounds or less of acutely hazardous waste per month.

"Conditionally Exempt Small Quantity Generator" means a person who generates a hazardous waste but is conditionally exempt from certain regulations because the waste is generated in quantities below the threshold adopted by the Environmental Quality Commission pursuant to ORS 466.020. "Small-quantity generator" means a generator who generates less than 220 pounds of hazardous waste or 2.2 pounds of acutely hazardous waste per month; or stores less than 2,200 pounds of hazardous

waste, or 2.2 pounds of acutely hazardous waste, on site at any one time.

"Construction and Demolition Waste" means solid waste resulting from the construction, repair, or demolition of buildings, roads and other structures, and debris from the clearing of land, but does not include clean fill when separated from other construction and demolition wastes and used as fill materials or otherwise land disposed. Construction and demolition waste typically consists of materials including concrete, bricks, bituminous concrete, asphalt paving, untreated or chemically treated wood, glass, masonry, roofing, siding, plaster, soils, rock, stumps, boulders, brush and other similar material. This term does not include industrial solid waste and municipal solid waste generated in residential or commercial activities associated with construction and demolition activities.

"County", "County Court" or "Board of Commissioners" means the Morrow County Court.

"Cover Material" means soil or other suitable material approved by the Department of Environmental Quality that is placed over the top and side slopes of solid wastes in a landfill.

"Demilitarization Residue" means any solid waste generated by demilitarization processes and activities defined in OAR 340-100-0010(2)(f), except for:  
(A) Waste streams generated from processes or activities prior to the introduction of nerve or blister agent in to the treatment unit; and  
(B) Waste streams generated from maintenance or operation of non-agent contaminated process utility systems.

"Department of Environmental Quality" (DEQ) means the Oregon State regulatory agency responsible for protecting the quality of Oregon's Environment.

"Department" means the Morrow County

Planning Department.

"Depot" means the Umatilla Army Depot.

"Digested Sewage Sludge" means the concentrated sewage sludge that has decomposed under controlled conditions of pH, temperature and mixing in a digester tank.

"Director" means the Director of the Morrow County Planning Department.

"Dispose" or "Disposal" means the discharge, deposit, injection, dumping, spilling, leaking or placing of any waste into or on any land or water so that the waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters of the state.

"Disposal Site" means land and facilities used for the disposal, handling, or transfer of or energy recovery, material recovery and recycling from solid wastes, including but not limited to dumps, landfills, sludge lagoons, sludge treatment facilities, disposal sites for septic tank pumping or cesspool cleaning service, transfer stations, energy recovery facilities, incinerators for solid waste delivered by the public or by a collection service, composting plants and land and facilities previously used for solid waste disposal at a land disposal site; but the term does not include a facility authorized by a permit issued under ORS 466.005 to 466.385 to store, treat or dispose of both hazardous waste and solid waste; a facility subject to the permit requirements of ORS 468B.050; a site that is used by the owner or person in control of the premises to dispose of soil, rock, concrete or other similar non-decomposable material, unless the site is used by the public either directly or through a collection service; or a site operated by a wrecker issued a certificate under ORS 822.110.

"Domestic Solid Waste" includes but is not limited to residential, commercial and institutional wastes generated within this state. "Domestic solid waste" does not

include:

- (a) Sewage sludge or septic tank and cesspool pumpings;
- (b) Building demolition or construction wastes and land clearing debris, if delivered to a disposal site that is limited to those purposes;
- (c) Source separated recyclable material, or material recovered at the disposal site;
- (d) Waste going to an industrial waste facility;
- (e) Waste received at an ash monofill from an energy recovery facility; or
- (f) Other material excluded by the Environmental Quality Commission in order to support the policies of ORS 459.015.

"Energy Recovery" means recovery in which all or a part of the solid waste materials are processed to use the heat content, or other forms of energy, of or from the material.

"Financial Assurance" means a plan for setting aside financial resources or otherwise assuring that adequate funds are available to properly close and to maintain and monitor a land disposal site after the site is closed according to the requirements of a permit issued by the Department of Environmental Quality and/or Morrow County.

"Franchise" means a certificate, contract or license issued by Morrow County authorizing a person to provide solid waste management services, including but not limited to collection, storage, transportation, operation of a transfer station or regional disposal site, and disposal at a sanitary landfill, or resource recovery facility or site. A Non-Exclusive Franchise is a franchise whereby more than one franchised solid waste collector may serve a particular zone or region. A Joint Franchise is a franchise for a joint service with another collector who can provide supplemental service. An Exclusive Franchise is an exclusive franchise for a particular zone or area. A Temporary Franchise is a franchise valid for a stated period entitling a collector to serve a defined service area or customers for that period.

"Fully Regulated Generator" means a generator who generates 2.2 pounds or more, or stores more than 2,200 pounds of hazardous waste, as defined by 40 C.F.R. 261 in one calendar month; or generates more than or stores at any one time more than 2.2 pounds of acute hazardous waste.

"Generator" means a person who last uses a material and makes it available for disposal or recycling. It may also mean a person who, by virtue of ownership, management or control, is responsible for causing or allowing to be caused the creation of hazardous waste.

"Hazardous Substance" means any substance or material that, by reason of its toxic, caustic, corrosive, abrasive, or otherwise injurious properties, may be detrimental or deleterious to the health of any person handling or otherwise coming into contact with such material or substance.

"Hazardous Waste" means discarded, useless or unwanted materials or residues and other wastes that are defined as hazardous waste pursuant to ORS Chapter 466.

"Home Composting" means composting operated and controlled by the owner or person in control of a single family dwelling unit and used to dispose of food waste and yard debris.

"Household Hazardous Waste" means any discarded, useless or unwanted chemical, material, substance or product that is or may be hazardous or toxic to the public or the environment and is commonly used in or around households and is generated by the household. "Household hazardous waste" may include but is not limited to some cleaners, solvents, pesticides and automotive and paint products.

"Illegal dump" means a site where solid waste has been disposed of in a manner that creates a public nuisance, health hazard, air or water pollution, or other



environmental problem and is not permitted under OAR 340 Divisions 93 - 97.

"Incinerator" means any device used for the reduction of combustible solid wastes by burning under conditions of controlled airflow and temperature.

"Industrial Waste" means any liquid, gaseous, radioactive or solid waste substance or a combination thereof resulting from any process of industry, manufacturing, trade or business, or from the development or recovery of any natural resources. Such waste may include, but is not limited to, waste resulting from the following processes: Electric power generation; fertilizer/agricultural chemicals; food and related products/by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment; water treatment; and timber products manufacturing.

"Industrial Solid Waste" means solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under ORS chapters 465 and 466 or under Subtitle C of the federal Resource Conservation and Recovery Act. Such waste may include, but is not limited to, waste resulting from the following processes: electric power generation; fertilizer/agricultural chemicals; food and related products/by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing; transportation equipment; water treatment; and timber products manufacturing. This term does not

include construction/demolition waste; municipal solid waste from manufacturing or industrial facilities such as office or "lunch room" waste; or packaging material for products delivered to the generator.

"Industrial Waste Landfill" means a landfill that receives only a specific type or combination of industrial waste.

"Infectious Waste" means:

(a) "Biological waste," which includes blood and blood products, excretions, exudates, secretions, suctionings and other body fluids that cannot be directly discarded into a municipal sewer system, and waste materials saturated with blood or body fluids, but does not include diapers soiled with urine or feces.

(b) "Cultures and stocks," which includes etiologic agents and associated biologicals, including specimen cultures and dishes and devices used to transfer, inoculate and mix cultures, wastes from production of biologicals, and serums and discarded live and attenuated vaccines. "Cultures" does not include throat and urine cultures.

(c) "Pathological waste," which includes biopsy materials and all human tissues, anatomical parts that emanate from surgery, obstetrical procedures, autopsy and laboratory procedures and animal carcasses exposed to pathogens in research and the bedding and other waste from such animals. "Pathological waste" does not include teeth or formaldehyde or other preservative agents.

(d) "Sharps," which includes needles, IV tubing with needles attached, scalpel blades, lancets, glass tubes that could be broken during handling and syringes that have been removed from their original sterile containers.

"Junk" is undesirable broken, discarded or accumulated objects, including but not limited to appliances, building supplies, furniture, vehicles, or parts of vehicles, whether or not stored or for sale which create conditions which are unsightly, unhealthy and/or unsafe.

"Junk Vehicle" is any rusted, wrecked, damaged, dismantled or partially dismantled, inoperative, or abandoned motor vehicle in such a condition that it is economically infeasible to restore the vehicle to an operating condition.

"Landfill" means a facility for the disposal of solid waste involving the placement of solid waste on or beneath the land surface.

"License" means a contract and/or agreement entered into by the County Court to provide service pursuant to this Plan and implementing ordinances.

"Low-Risk Disposal Site" means a disposal site which, based upon its size, site location, and waste characteristics, the Department of Environmental Quality determines to be unlikely to adversely impact the waters of the State or public health.

"Material Recovery" means any process of obtaining from solid waste, by pre-segregation or otherwise, materials which still have useful physical or chemical properties and can be reused, recycled or composted for some purpose.

"Material Recovery Facility" means a solid waste management facility that separates materials for the purposes of recycling from an incoming mixed solid waste stream by using manual and/or mechanical methods, or a facility at which previously separated recyclables are collected.

"Medical Waste" means solid waste that is generated as a result of patient diagnosis, treatment, or immunization of human beings or animals.

"Monofill" means a landfill or landfill cell into which only one type of waste may be placed.

"Municipal Solid Waste Landfill" means a discrete area of land or an excavation that receives domestic solid waste, and that is not a land application unit, surface

impoundment, injection well, or waste pile, as those terms are defined in 40 CFR, Part 257. It may also receive other types of wastes such as nonhazardous sludge, hazardous waste from conditionally exempt small quantity generators, construction and demolition waste and industrial solid waste.

"On-Route" or "On-Site Collection" means pick up of source separated recyclable material from the generator at the place of generation.

"Opportunity to Recycle" means at least that the city, county or metropolitan service district responsible for solid waste management:

- (a)
  - (A) Provides a place for collecting source separated recyclable material located either at a disposal site or at another location more convenient to the population being served and, if a city has a population of 4,000 or more, collection at least once a month of source separated recyclable material from collection service customers within the city's urban growth boundary or, where applicable, within the urban growth boundary established by a metropolitan service district; or
  - (B) Provides an alternative method which complies with rules of the Environmental Quality Commission; and
- (b) Complies with the rates and program elements required under ORS 459A.010.

"Putrescible Waste" means solid waste containing organic material that can be rapidly decomposed by microorganisms, and which may give rise to foul smelling, offensive products during such decomposition or which is capable of attracting or providing food for birds and potential disease vectors such as rodents and flies.

"Recovery Rate" means the rate of recyclable material recovered from the amount of solid waste disposed within

Morrow County. It is calculated by dividing the total amount of material recovered by the total amount of solid waste generated.

"Recycle" means the process of transforming solid waste materials into new products in such a manner that the original products may lose their identity.

"Recycled Material" means a material that would otherwise be destined for solid waste disposal, having completed its intended end use or product life cycle. Recycled material does not include materials and by-products generated from, and commonly reused within, an original manufacturing and fabrication process.

"Regional Disposal Site" means a disposal site that receives, or a proposed disposal site that is designed to receive more than 75,000 tons of solid waste a year from outside the immediate service area in which the disposal site is located. As used in this Plan and implementing ordinances, "immediate service area" means the county boundary.

"Reload Facility" means a facility or site that accepts and reloads containerized solid waste materials for transport in the same container to another location.

"Resource Recovery" means the process of obtaining useful material or energy from solid waste and includes energy recovery, material recovery and recycling.

"Reuse" means the return of a commodity into the economic stream for use in the same kind of application as before without change in its identity.

"Self Hauler" is one who transports personal household generated solid waste or garden or yard trimmings from their personal residence to a permitted disposal site.

"Solid Waste" means all useless or discarded putrescible and non-putrescible materials, including but not limited to garbage, rubbish, refuse, ashes, paper and

cardboard, sewage sludge, septic tank and cesspool pumpings or other sludge, useless or discarded commercial, industrial, demolition and construction materials, discarded or abandoned vehicles or parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid materials, dead animals and infectious waste. The term does not include:

- (a) Hazardous waste as defined in ORS Chapter 466;
- (b) Materials used for fertilizer, soil conditioning, humus restoration, or for other productive purposes or which are salvageable for these purposes and are used on land in agricultural operations and the growing or harvesting of crops and the raising of fowls or animals, provided the materials are used at or below agronomic application rates.

"Solid Waste Disposal" is the ultimate disposition of solid waste that cannot be salvaged or recycled.

"Solid Waste Management" is a planned program providing for the prevention or reduction of solid waste; management of the storage, collection, transportation, treatment, utilization, processing and final disposal of solid waste; recycling, reuse and material or energy recovery from solid waste; and facilities necessary or convenient to such activities.

"Storage" means the temporary containment of solid waste in a manner that does not constitute treatment or disposal of such waste.

"Toxic substance" or "toxics" means any combination of pollutants, including disease-carrying agents, that, after discharge and upon exposure, ingestion, inhalation, or assimilation into any organism, can cause death or disease, mutations, deformities, or malfunctions in such organisms or their offspring, and that adversely affect the environment. "Toxic substance" does not include a substance used as a pesticide or herbicide in routine

commercial agricultural applications.

"Transfer Station" means a fixed or mobile facility other than a collection vehicle where solid waste is deposited temporarily after being removed from the site of generation but before being transported to a final disposal location.

"Transport" means the movement of solid waste that has been accepted for transportation by a common or contract carrier. The term "transport" includes any stoppage in transit that is temporary, incidental to the transportation movement, and at the ordinary operating convenience of a common or contract carrier, and any such stoppage is considered as a continuity of movement and not as storage.

"Treatment" or "Treatment Facility" means any method, technique, or process designed to change the physical, chemical, or biological character or composition of any solid waste. It includes but is not limited to soil remediation facilities.

"Vector" means any insect, rodent or other animal capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.

"Waste Prevention" means to reduce the amount of solid waste generated or resources used, without increasing toxicity, in the design, manufacture, purchase or use of products or packaging. "Waste prevention" does not include reuse, recycling or composting.

"Waste Reduction" means all waste management methods, such as source reduction, recycling and composting, which result in a reduction of waste going to landfill or other disposal facilities. Waste reduction may include either on-site or off-site treatment where such treatment can be shown to confer a higher degree of protection of the public health, safety and the environment than other technically and economically practicable waste reduction alternatives and proportionally changes the

total volume, quantity or toxicity of a particular waste.

"Waste Tire" means a tire that is no longer suitable for its original intended purpose because of wear, damage or defect.

"Wasteshed" means an area of the state having a common solid waste disposal system or designated by the Environmental Quality Commission as an appropriate area of the state within which to develop a common recycling program. For the purposes of this Plan the wasteshed is Morrow County.

"Wood Waste" means chemically untreated wood pieces or particles generated from processes commonly used in the timber products industry. Such materials include but are not limited to sawdust, chips, shavings, stumps, bark, hog-fuel and log sort yard waste, but do not include wood pieces or particles containing or treated with chemical additives, glue resin or chemical preservatives.

"Wood Waste Landfill" means a landfill that receives primarily wood waste.

"Yard Waste or Yard Debris" means vegetative and woody material generated from residential property or from commercial landscaping activities. Yard waste or debris includes grass clippings, leaves, hedge trimmings and similar vegetative waste, but does not include stumps or similar bulky wood materials.

## CHAPTER THREE - WASTE PREVENTION AND REUSE

### Introduction:

Oregon Law establishes a hierarchy for the management of solid waste. The first objective of this hierarchy is to prevent the generation of the waste. If that is not possible, reuse is established as the next best option, followed by recycling, composting, and energy recovery. Safe disposal is the last option, if none of the others are feasible.

Prevention and reuse deal with solid waste before it enters the solid waste system. Therefore, there is no physical quantity to "manage", and the management methods discussed are less tangible than the traditional solid waste activities of collection, handling and disposal, or for similar activities associated with recycling. Taken together, prevention and reuse should be an integral part of contemporary solid waste management.

On a commercial level, and from a practical viewpoint, the generation of waste represents a waste of resources which points to an economic inefficiency and the performance of an activity at an unnecessarily high material cost. Although some waste will always be associated with the production of products and services, waste should be reduced as far as possible.

Individual choices, as the result of education and promotion efforts, can influence production of waste-reducing products and services on the household level. Individual efforts at waste prevention and reuse lessen the need for frequent trash pickup, and reduce the need for increased landfill space.

### Regulatory Requirements:

Morrow County is required by the State of Oregon to recover/recycle 18 percent of its solid waste watershed starting in 2005. The new goal is 20 percent for 2009.

Oregon Administrative Rule 340-090-0045

allows Morrow County to receive a recovery rate credit for waste prevention and reuse. It is a three part credit the County can use to design a program to meet or exceed the County's recovery rate goals. The County could receive up to a 6 percent credit on its watershed recovery/recycling rate goal.

### Wasteshed Programs for Two Percent Recovery Rate Credits:

A watershed (in this case - Morrow County) may implement one or more of the following programs. For each program implemented, the watershed receives a two percent credit on the watershed's recovery rate, pursuant to OAR 340-090-0060(3).

(1) Waste Prevention Program. This program shall include:

(a) A watershed-wide program to provide general educational materials to residents about waste prevention and examples of things residents can do to prevent generation of waste; and

(b) Two of the following:

- (A) Reduce the watershed annual per capita waste generation by two percent each year;
- (B) Conduct a waste prevention media promotion campaign targeted at residential generators;
- (C) Expand the education program in primary and secondary schools to include waste prevention and reuse;
- (D) Implement a household hazardous waste prevention education program;
- (E) Local governments will conduct waste prevention assessments of their operations, or provide waste prevention assessments for businesses and institutions and document any waste prevention measures implemented;
- (F) Conduct a material-specific waste prevention campaign for businesses

- (G) throughout the watershed; or  
Implement a Resource Efficiency Model City program.

(2) Reuse Program. This program shall include:

(a) A promotion and education campaign on the benefits and opportunities for reuse available to the public in the watershed; and

(b) Two of the following:

- (A) Operate construction and demolition debris salvage programs with [recycling] depots;
- (B) Promote reuse programs offered by local resale businesses, thrift stores and equipment vendors, such as computer and photocopier refurbishers, to the public and businesses;
- (C) Identify and promote local businesses that will take back white goods (appliances) for refurbishing and resale to the public;
- (D) Develop and promote use of waste exchange programs for the public and private sectors;
- (E) Site accommodation for recovery of reusable material at transfer stations and landfills; or
- (F) Establish sidewalk pickup or community fair programs in cities over 4,000 population in the watershed.

(3) Residential Composting Program. This program shall include:

(a) Promotion of the residential composting program through public information and demonstration site or sites; and

(b) Two of the following:

- (A) A program to encourage leaving grass clippings generated by lawn mowing on-site rather than bagging the clippings for disposal or

- composting;
- (B) A composting program for local schools;
- (C) An increase in availability of compost bins for residents; or
- (D) Another program increasing a household's ability to manage yard trimmings or food wastes.

#### **Current Solid Waste Prevention Activities in Morrow County:**

Waste prevention and reuse are a part of the solid waste management spectrum Morrow County could use to meet its watershed recovery goal. Suitable waste prevention and reuse programs in Morrow County would help meet state solid waste management goals, protect environmental and natural resources, and extend the life of disposal facilities.

Morrow County has no policy or directive to reduce the volume of waste in its own offices through reuse, repair or purchasing practices. There is no system in place to reduce wasteful practices. There is no policy requiring departments to buy reusable, recyclable or repairable products and supplies.

The County has produced an informational brochure which is a guide to recycling opportunities in Morrow County. The Public Works Department has provided recycling information for south-County residents through use of the local utility company's billing process. Otherwise, none of the cities or municipalities in Morrow County have a consistent history of taking responsibility for education and promotion regarding waste reduction and reuse. In addition, no city or municipality has a budget or plan to produce or distribute waste reduction information.

Morrow County does not have a policy, ordinance or directive supporting waste reduction. The City of Irrigon does require their solid waste franchisee to develop and implement an opportunity to recycle

program that meets mandated state recycling requirements.

One solid waste collector lists locations of recycling drop boxes on account statements and offers curbside recycling of cardboard for commercial accounts.

There is no concerted effort, public or private, to inform Morrow County businesses of waste reduction benefits and methods. The Department of Environmental Quality develops educational materials on waste reduction, but local agencies must request and distribute them.

Waste reduction and reuse seldom, if ever, get coverage in regional media, including radio, television and newspapers. Advertisements for one local hauler in the local newspaper does list recycling information and locations.

### **Opportunities for Waste Prevention and Reuse for Morrow County:**

#### **Waste minimization by Morrow County Departments**

The County could provide leadership in the area of waste prevention and reuse undertaking the following initiatives:

- Create policies to reduce the volume of waste in County offices through reuse, repair or purchasing practices;
- Use the budget and department management in purchasing and maintenance decisions that result in prolonging the useful life of equipment and prevents the waste of supplies; and
- Establish policies to require departments to buy reusable, recyclable or repairable products and supplies, including, paper products, oil and other products.

#### **Rate Incentives**

Charging customers on the basis of container size, number and setout frequency can encourage customers to

adopt better conservation strategies, such as recycling and waste reduction. People may be willing to utilize reuse and waste prevention strategies if they pay less for their garbage service.

#### **Private Waste Reduction/Reuse activities**

Private sector businesses and nonprofit agencies in Morrow County provide a variety of waste reduction/reuse services, including:

- Garage sales and flea markets;
- Drop-boxes and drop-off of reuseables by church and charitable groups; and
- Scrap metal dealers.

There has been little publicity, encouragement or recognition offered to these entities for their significant contributions to waste reduction in the County.

#### **General Public Education Program Options**

Rural and urban waste reduction programs often rely most heavily on education and information programs. These education and information efforts also increase general awareness of other waste disposal and resource depletion issues. Waste reduction can, therefore, contribute to recycling and other solid waste management programs and help each agency, business, and household to improve the efficient and cost-effective operation of the system.

Education and media campaigns are key elements in promoting voluntary waste prevention. Without an awareness of the need and rationale for reducing waste, prevention efforts are unlikely to be successful. Both producers and consumers must be educated about the importance of waste reduction.

These programs can focus on opportunities for waste prevention associated with buying durable goods, buying commodities in bulk, choosing products that are not excessively packaged, and selecting less hazardous



household products.

### **School Programs and Possible Expansions**

Educating school age children about responsible solid waste management, including waste reduction, can be an effective education tool. Formal education activities may include:

- Studying the advantages, economic and environmental, from waste prevention;
- Field trips to local industries or agencies that practice waste prevention;
- School awards programs; and
- Working with students to help them design waste reduction plans for their own households.

Field trips to the local disposal site can help emphasize the benefits of, and need for, waste prevention. The schools can also implement waste prevention practices that the students can learn from such as implementing a "food choice" program in the school cafeterias.

State law requires a recycling and waste reduction component in the Oregon schools' curriculum. The Department of Environmental Quality has developed a curriculum which is available for use by Morrow County schools.

### **Focus on Business and Industry**

Commercial and industrial waste contributes more than half of the volume in local waste streams in Oregon, according to Department of Environmental Quality studies. These businesses depend on cost containment to sustain their enterprises and build their profits. Recycling and waste reduction can strengthen their economic performance and contribute to meeting the County's state-mandated recovery goal.

The Port of Morrow has the authority and ability to encourage the industries on Port property to practice responsible solid waste management. To help convince the local industries the Port, in conjunction with the

County, could develop and circulate waste reduction guidelines. The Port could also take internal action to reduce the amount of waste generated within the Port's jurisdiction.

Franchised collectors, Chambers of Commerce, water and/or electricity utilities could also combine efforts to offer education about waste prevention. "Demonstration projects" at specific businesses would illustrate to the wider business community the financial and environmental benefits of using resources more efficiently.

### **County and City Coordination**

Many programs will yield best results if they are implemented in a coordinated manner by the County and cities. The County and the cities can accomplish more if they share information, policy and costs. Cooperative agreements could take the following forms:

- Public education;
- Policy;
- School programs;
- Public sector waste minimization;
- Rate incentives; and
- Commercial initiatives.

Unified action and knowledge among the cities could help accomplish County objectives. Cities could be asked to include in their own service level agreements any elements instituted by the County regarding collection company provision of promotion/education.

### **Reporting**

Accurate reporting of activities dealing with waste prevention and reuse could significantly improve the ease of which the County can claim Recovery Rate Credits.

### **Potential County Waste Prevention Program:**

1. Develop and distribute educational and promotional materials about waste-reducing products and purchasing behaviors, and about their environmental and economic

benefits. County staff could provide resources and coordination to accomplish these objectives.

2. Initiate waste prevention activities that combine County and non-County resources should be given top consideration.
  3. Ensure that collection companies provide information four times yearly to all customers with increased focus on waste reduction.
  4. Present informational materials at fairs and community events in conjunction with State and commercial interests.
  5. Insure that waste prevention activities selected are suitable for a rural community.
  6. Create and publicize a resolution by the County Court, endorsed by city councils, if possible, that urges all citizens and businesses to undertake efforts to reduce waste. Involve businesses about the benefits of waste reduction and offer fact sheets at public offices and print in local newspapers.
  7. Help businesses reduce their waste by enlisting the leadership of the Port of Morrow to:
    - a. Provide informational materials to the Port industries;
    - b. Recognize business efforts and successes through some type of commendation;
    - c. Inform Port businesses about how they can save by reducing collection frequency and volume. Require haulers to inform customers of potential savings; and
    - d. Offer seminars to Port businesses with the help of regional experts and associations.
  8. Create government policy and directives to minimize waste within County departments by:
    - a. Providing information to all departments on how this can be done;
    - b. Having all departments set goals and methods for reducing waste;
    - c. Measuring and recognizing successes and acknowledging problems; and
    - d. Reviewing procurement policies and practices, changing as needed.
  9. Encourage and support school use of resource conservation curricula:
    - a. Enlist cities, the Port of Morrow, civic groups and corporate businesses in making presentations, guiding field trips, and acquiring curriculum materials;
    - b. Support school efforts with curricula and teacher training sessions by the Department of Environmental Quality.
  10. Explore incentives with collectors for supporting volume and frequency based reductions in waste generation.
- Recommendations:**
1. Identify and secure funding for a Morrow County Solid Waste Program. The program would need to be on-going and cover part-time, dedicated staff.
  2. Develop and implement a Morrow County Solid Waste Program which combines the waste prevention, reuse, recycling and composting programs described in this Chapter and in Chapter Four.
  3. Utilize the State's Recovery Rate Credit Program as part of the Solid

Waste Program. This should include education programs in schools and businesses, and at community events, such as the County Fair.

4. Target at least one community or media event per year to promote waste prevention, reuse, recycling and composting, although not every media event needs to promote all of those activities.
5. Encourage business and industry to offer demonstration projects for waste reduction and reuse.
6. Encourage accurate and complete reporting of waste prevention, reuse, recycling and composting by the haulers, Finley Buttes Landfill, businesses, institutions and local government.

## CHAPTER FOUR - RECYCLING AND RESIDENTIAL COMPOSTING

### **Introduction:**

Recycling comes after reduction and reuse but before composting and landfilling in the Oregon solid waste management hierarchy. The rationale for this placement is that recycling uses more physical and financial resources than the priorities before it but saves more resources than the ones that follow it. Recycling programs divert waste materials so they can be reprocessed and used instead of utilizing virgin commodities as raw materials for manufacturing. Examples of commonly recycled materials include office paper, newspaper, mixed waste paper, corrugated cardboard, glass containers, tinned steel cans, aluminum and other metals, plastic bottles, and motor oil. Mills and factories make new paper, containers, rerefined oil and a variety of items from these recycled materials. They are used in everything from automobiles to videotape cassettes.

Effective recycling programs conserve natural resources, reduce energy used in manufacturing, prevent environmental damage due to extraction processes, extend the life of landfill space, and decrease long-term costs of solid waste disposal in general.

Recycling programs can also confer benefits on the community by creating jobs and generating tax revenues, providing a social common ground and personal and community pride, and by educating people about taking responsibility for their actions related to waste generation and management.

Residential composting has the potential to become an important component of a Countywide solid waste management and reduction program. Residential composting programs require a relatively small initial investment to help citizens learn about and begin composting at home. The benefits for residents are reduced solid waste volume and odor. Composting also reduces

the need to purchase fertilizers and pesticides. Residential composting has further benefits such as improving soil health and fertility, providing a hands-on method of science education, increasing exercise and relaxation, and increasing a sense of personal responsibility and community pride. When households use their compost to improve the soil, they do more than just add nutrients to the soil. Compost worked into the soil increases aeration, helps control soil erosion, increases the soil water-holding capacity, reduces water demands of plants and trees, neutralizes soil toxins, and reduces mineral leaching from the soil. Plants growing in soil with added compost typically have a more extensive root structure and deeper root growth which makes them better able to withstand drought and freezing conditions.

### **Regulatory Requirements:**

Oregon Revised Statutes (ORS) 459 and 459A set a percentage recovery (recycling) goal specific to each county (or other designated watershed) and requires all counties to ensure provision of services to achieve that level of diversion from the solid waste stream. Morrow County is required to meet an 18 percent recovery rate by 2005 and a 20 percent rate starting in 2009.

### Opportunity to Recycle:

OAR 340-090-4000 states that cities with more than 4,000 residents must choose among a list of recycling options, including curbside recycling. Boardman is approaching this population threshold and will be required to implement recycling programs according to OAR 340-090-0040 along with Morrow County for the Urban Growth Boundary when its population reaches 4,000 residents.

OAR 340-090-0030(3), General Requirements, states that a county responsible for solid waste management shall carry out a public education and

promotion program that meets the following requirements:

1. An initial written or more effective notice or combination of both that is reasonably designed to reach each residential and commercial generator of recyclable materials, and that clearly explains why people should recycle, the recycling opportunities available to the recipient, the materials that can be recycled and the proper preparation of those materials for recycling.
2. Existing residential and commercial collection service customers shall be provided information, at least semi-annually, through a written or more effective notice or combination of both, listing the materials collected, the schedule for collection, the proper method of preparing materials for collection and an explanation of the reasons why source separation of materials for recycling is necessary.
3. Written information is to be distributed to disposal site users at all disposal sites with attendants, or alternatively, at more convenient locations. The written information shall include the following:
  - a. Reasons why people should recycle;
  - b. List of materials that can be recycled; and
  - c. Instruction for the proper preparation of recyclable materials.
4. At sites without attendants, a sign indicating availability of recycling at the site or at the more convenient location shall be prominently displayed that indicates materials accepted and hours of operation.
5. Identify and establish a procedure for citizen involvement for the development and implementation of an education and promotion program.

6. Notification and education materials provided to local media and other groups that maintain regular contact with commercial and residential generators and the public in general, including local newspapers, trade publication, local television and radio stations, community groups, and neighborhood associations.
7. A person identified as the education and promotion representative for the appropriate jurisdiction to be the official contact to work with the other affected persons in matters relating to education and promotion for recycling.

OAR 340-090-0045(3)(a): Promotion of a residential composting program through public information and demonstration site or sites. This requirement for a composting 2% Recovery Rate Credit, includes:

- Promotion of the residential composting program through public information and a demonstration site or sites; and
- Two of the following:
  - (1) A program to encourage leaving grass clippings generated by lawn mowing on-site rather than bagging the clippings for disposal or composting;
  - (2) A composting program for local schools;
  - (3) An increase in availability of compost bins for residents; or
  - (4) Another program increasing a household's ability to manage yard trimmings or food wastes.

Oregon Revised Statute 459A.750: By January 1, 1995, the Department of Education, in cooperation with the Department of Environmental Quality, shall integrate a recycling and waste reduction component into a required curriculum for all Oregon students in grades kindergarten through 12.

### **Current Recycling and Composting in Morrow County:**

Morrow County has mainly a rural population. Major commercial recycling collectors are too distant for effective use by citizens and businesses, therefore, recycling services are limited. Most of the current recycling efforts in the County are focused on providing recycling containers in various locations in the cities, the transfer station in Lexington and near Boardman, and at Finley Buttes Landfill. There have been no regular efforts on the part of the cities or the County to promote recycling.

Each city has a set of recycling containers provided by the local solid waste collector. The materials accepted for recycling are generally: flattened cardboard boxes, newspaper, glass, tin and aluminum. Recycling containers are also available at the County transfer stations near Lexington, Boardman and at Finley Buttes Landfill.

The County has no personnel dedicated to develop, implement and administer a recycling and residential composting program other than the people who run the transfer station and as occasional extra duties for the Public Works staff. The County does, however, have an informational brochure called "Recycle Today" which is available to citizens and businesses at County and city offices.

One local solid waste collector provides curbside cardboard recycling for its commercial customers. They also provide recycling information on their billing statements and in their newspaper advertisements.

Local media coverage of recycling news, efforts and methods are not printed or broadcast on a regular basis.

There is no coordinated or consistent promotional effort or policy in the County. No regular outreach is targeted to residents or businesses to persuade them to use what services are provided. Collection companies inform customers about services available and how to prepare materials, but no one asks the public to participate or tells them why it is important to do so.

### **Opportunities for Recycling and Composting for Morrow County:**

#### **General Public Education Program Options**

Education and media campaigns could be developed to promote voluntary recycling and composting activities. Without an awareness of the need and rationale for reducing waste, prevention efforts are unlikely to be successful. Both producers and consumers need to be educated about the importance of recycling programs. Information could be provided by mailings at County events such as fairs or at other scheduled community events.

#### **Schools and Other Public Facilities**

Educating school age children about responsible solid waste management including recycling and residential composting, could be an effective education tool. Formal education activities could include studying the advantages, economic and environmental, of recycling materials such as paper, cardboard, glass containers, tinned steel cans, aluminum and other metals, plastic bottles, and motor oil. In addition, field trips to local industries or agencies that practice recycling or composting; school awards programs; and, working with students to help them design recycling or composting plans for their own households could be carried out as well. Field trips to landfills and disposal sites could help emphasize the benefits of and need for, recycling and residential composting.

Youth involvement on recycling provided through school curricula has the potential to start lifelong recycling and composting habits and could often involve and educate their parents as well.

The County does not supply information or promote the creation of brush and wood waste collection sites. A program in Morrow County could provide a brush and wood waste collection center, open or available, for use during normal working hours at or near every solid waste collection facility. This would count toward Morrow County's recycling recovery goal. A centralized yard debris and brush and wood waste

composting facility could be operated privately or by local government.

#### **Private Recycling and Composting activities**

Private sector businesses and nonprofit agencies in Morrow County currently provide a variety of informal recycling services, including scrap metal and cardboard recycling, and community and group recycling efforts to recycle newspapers and clothing, etc. There has been little publicity, encouragement or recognition offered to these entities for their significant contributions to waste recycling in the County.

Private recycling activities in the County are not licensed or permitted. The County would probably benefit from this licensing. A permitting process for recyclers, which would incorporate at least some of the core elements of the Organization for Economic Co-operation and Development (OECD) program for recyclers would help assure that commercial recyclers have land use approval, have recycling knowledge and ability, and financial assurances to cover severe mismanagement of materials and facility closure.

The potential for private composting activities in Morrow County exists. The County has the opportunity to have a dialogue with private composters in the County to help promote residential composting and composting education.

#### **The Port of Morrow**

The Port has the authority and ability to encourage industries on Port property to initiate or increase recycling efforts. The Port, in conjunction with the County, could develop and circulate recycling guidelines and educational materials to these industries. The Port could also take internal action to promote recycling within the Port's jurisdiction.

#### **Collectors**

It is the responsibility of the solid waste collectors in the County to work with and inform all customers, including commercial accounts, of available waste recycling services. The franchised collectors could,

along with the County, develop and implement a robust Opportunity to Recycle program.

#### **Reporting**

Accurate, timely reporting by all recycling haulers, institution, and commercial businesses and local governments could greatly improve the likelihood of a successful County recycling and residential composting program. Recycling reporting is accomplished by several separate entities. Beverage container recycling is reported by the beverage companies and they must accurately report from which county they recovered the containers. Private recyclers, who recover scrap metal and other materials, report their recycling tonnages to the Department of Environmental Quality. Glass, cardboard, newspapers and other materials recovered by the franchised collectors is reported to the County each year in the recycling collectors' surveys.

#### **Recommendations:**

1. Add Recycling and Residential Composting to the Waste Prevention and Reuse Program discussed in Chapter 3.
2. Establish policies and programs for recycling and residential composting that support the County's efforts to meeting the recycling goals.
3. Target of at least one community or media event per year to promote recycling and residential composting.
4. Promote appropriate management of recycling businesses by requiring a permit for commercial, institutional and industrial recycling and composting activities in the County.
5. Require franchised solid waste collectors to regularly inform all of their customers of recycling and reuse services offered in the County in order to help meet recycling goals.



## CHAPTER FIVE - SOLID WASTE TRANSPORTATION SYSTEMS AND TRANSFER STATIONS

### **Introduction:**

This chapter addresses the current solid waste collection, transfer and transportation systems that serve the unincorporated areas of Morrow County and recommends policies and activities for these systems that are consistent with the Plan as a whole.

### **Regulatory Requirements:**

Oregon Administrative Rule 340, Divisions 93 - 97, comprise the State regulations that are based on Oregon Revised Statutes (ORS), Chapter 459, Solid Waste Control, and pertain to all aspects of solid waste management. The OARs establish the Department of Environmental Quality permitting process for solid waste handling facilities and regulations for the construction and operation of transfer stations, landfills and composting facilities.

Oregon Revised Statute 459.017(b) states that local government units have the primary responsibility to plan for solid waste management. These responsibilities include assuring adequate services are available for the collection, transfer, and disposal of solid wastes for their respective jurisdictions; assuring there are accessible disposal options; assuring cost efficient solid waste and recyclables collection; and establishing disposal and transfer rates in cases where the local government operates the collection or transfer facility.

The Morrow County Solid Waste Management Ordinance was established in 1987 in order to: protect the health, safety, and welfare of the people in Morrow County; provide a coordinated program of collection and disposal of waste and solid waste; provide a licensing/franchise system; and provide a recycling program. The Ordinance allows the County to regulate the collection, transportation, and disposal of solid waste and the creation and operation of disposal sites. Under this Ordinance, persons who pick up, store, collect, transport or dispose of any waste or solid

waste for compensation must be licensed or permitted by the County.

State law allows counties and cities the opportunity to bid out solid waste collection services. The purpose of bidding these services is to encourage competition in order to receive the best services for the County. In order to select a vendor a standard bid package is prepared and contains much of the same information needed for the standard franchise agreement. As a minimum requirement, a company bidding to provide collection services needs to be experienced in the collection business. They also need to have adequate financial resources in order to provide the equipment and manpower to deliver the services.

The process of bidding for solid waste collection services in Morrow County is intended to serve as a legitimate and legal means of protecting public health and environment. To ensure compliance with State and Federal laws, the bidding process for solid waste collection services must treat in-state and out-of-state businesses equally. When the County has an up-to-date and ongoing collection franchise with a particular collector, and no prospective competing bidders, the County may renew the franchise without going through the bidding process. The County has the authority to make modifications to the franchise if deemed in the interest of the County's solid waste goals.

When the County Court is in the process of awarding a franchise agreement to a solid waste collector, the Court may consider the following types of franchises in order to provide for the best type of franchise in a given situation: Non Exclusive, Joint, Exclusive, or Temporary.

### **Collection:**

This section describes the solid waste collection practices and services provided to citizens of Morrow County. It presents the

existing conditions and services, franchise requirements and other issues concerning solid waste collectors.

**Existing Conditions In Morrow County**

Morrow County currently has two solid waste collection zones: Zone 1 in the north part of the county and Zone 2 in the south (see attached Zone Map). The County provides franchise rights for solid waste collection in the two Zones for a five to ten year period. The franchises are administered by the County Court. Solid waste collection services are regulated by Morrow County for the unincorporated portions of the County. In the incorporated areas, each city is responsible to franchise and regulate the companies that provide solid waste collection services. The services provided for in the franchise contracts include collection of solid waste from residences and businesses as well as collection of source-separated recyclables. The franchise agreement between the collectors and the County contains, at a minimum, the following elements:

1. Description of service area;
2. Contractors services;
3. Level of services; and
4. Term and fees.

In addition to these specific elements, the franchise agreements contain standard conditions for insurance, transfer rights and restrictions, and performance requirements.

The application fee for a solid waste collection franchise in the County is presently fixed by Ordinance at \$250. Since the County has the responsibility to meet waste reduction, prevention, reuse, and recycling goals mandated by the State, the franchise agreements may require the collectors to assist the County in meeting recycling requirements or the payment of a fee to help offset the cost of administering and managing waste prevention and reuse, recycling, and residential composting programs.

In addition to the solid waste collection franchise application fee identified above,

the County has been collecting a fee from franchised collection services amounting to two percent of gross cash receipts. This two percent fee is based on the requirements in the Morrow County Solid Waste Collection and Disposal Ordinance of April 1976. The language requiring the two percent fee was not included in the subsequent Solid Waste Management Ordinance which replaced the 1976 Ordinance in 1987.

Under the 1987 Ordinance, the County has the authority to collect annual license/franchise fees for transportation, collection and/or disposal franchises. The fee schedule is supposed to be agreed upon within the franchise agreement, but no language has been included in the collection franchises or contracts. Nevertheless, the franchised collection services have continued to pay the two percent fee.

**Collection Zones, Existing Conditions**

Zone 1, North County:

Sanitary Disposal, Inc. the collection franchise in Zone 1 (north). Sanitary Disposal, Inc. also has the exclusive franchise to haul solid waste within the Cities of Irrigon, Lone and Boardman. Zone 1 extends all the way across the northern portion of Morrow County and almost as far as Lexington to the south. Lexington does not have a contract for a specific waste collector and therefore, utilizes some services provided by Sanitary Disposal, Inc.

Zone 2, South County:

Heppner Garbage Disposal Service currently holds the collection franchise in serve Zone 2 (south). Heppner Garbage Disposal Service serves the City of Heppner and provides some un-contracted services in Lexington.

It is not the intent of this Plan to memorialize the number and boundaries of the collection zones. As the needs for rural collection and the solutions to those needs are developed or changed, the County Court may choose to alter the existing collection zones to better meet the needs of the rural population.

### **Collection Needs**

Because of the rural nature and low population density of many parts of Morrow County, rural solid waste collection services may be unregular or unreliable. Many rural residents haul their own solid waste to either the south County transfer station near Lexington or the transfer station at Finley Buttes Landfill. Given the high level of self-hauling and noticeable illegal roadside dumping, the potential exists for health and environmental hazards resulting from illegal waste disposal.

### **Collection Recommendations:**

1. The County should encourage citizen and business use of collection services and provide for collection when and where possible.
2. Develop and implement education efforts focused on the collection of solid waste from citizens and businesses.
3. Enforce solid waste regulations concerning illegal dumping to encourage the collection and proper disposal of solid waste in the County.
4. Continue to provide for the County's solid waste collection by use of the franchise system.
5. Continue to look for practical ways to collect solid waste in the less densely populated areas of the County in order to lessen illegal dumping and encourage proper disposal methods.
6. Amend collection franchise agreements to include solid waste fee language which describes and codifies the ongoing fee contributions by the collection services.

### **Transportation:**

The movement of solid waste in Morrow County takes place on a variety of scales,

from small to very large. Many residents in the isolated portions of the county self-haul their solid waste and recyclables on County and State roads to the nearest transfer station on a daily or weekly basis.

Solid waste is also moved in the County on larger transportation corridors, including the Columbia River, State Highway 84 and the Union Pacific Railroad. Via these corridors, Morrow County receives significant tonnages of solid waste bound for disposal at the Finley Buttes regional solid waste landfill.

This section describes the solid waste transportation practices and services currently in Morrow County and presents the existing and anticipated transportation issues concerning this solid waste transportation.

### **Long Hauling**

Long-hauling refers to the direct haul of waste from regional sources, sometimes hundreds of miles away, by transportation vehicles to a local or regional disposal site. Solid waste generated outside of the County is transported in the County on truck trailers, trains or barges, depending on the economics of these methods.

Transportation of long-hauled solid waste into Morrow County, however, may need to be assigned specific corridors unless the County grants an exception in the spirit of necessity and/or flexibility. Trucks hauling solid waste arriving in Morrow County will utilize the interstate highway system. Solid waste destined for disposal at Finley Buttes Landfill arriving via Interstate 84 will utilize Bombing Range Road via exit number 168 to the landfill site. Solid waste arriving via the Port of Morrow will use the routes defined within the Port's transportation system as appropriate for solid waste movement. At the junctures leaving the Port, solid waste transportation must access Bombing Range Road or Interstate 84 for ultimate disposal at Finley Buttes Landfill or further regional disposal sites. Solid waste being transported via long-haul to the composting facility must utilize Threemile Canyon (exit

151), which connects to a private road. Except on State or Federal highways, long-haul solid waste must not be transported through incorporated cities if it can be avoided.

#### **Rail Transportation**

The Port of Morrow is developing a rail spur on the Port property near Boardman. It is anticipated that solid waste may eventually arrive in the County via rail for disposal in one of the regional landfills at Finley Buttes Landfill.

#### **Road Maintenance**

Finley Buttes Landfill pays the County a Special Use Fee, based on tippage, specifically for the maintenance and construction of that portion of Bombing Range Road used by vehicles transporting solid waste to and from Finley Buttes Landfill.

#### **Local Collection and Self Hauling**

There is no specific solid waste transportation route for the local franchised solid waste collectors as the nature of their business requires them to drive on all Morrow County roads to service their clients. It is the responsibility of the franchised collector to use proper and suitable equipment for the hauling, removing and transporting of solid waste. Presently, according to the Morrow County Transportation System Plan, the County utilizes all highways, arterials and collectors as truck routes for the transportation of locally collected solid waste.

Many local citizens haul their solid waste to Finley Buttes Landfill or the Morrow County transfer stations. These private, local haulers are currently subject to the Morrow County "Penalty for Transporting Uncontained Solid Waste" Ordinance. This Ordinance states that the attendants at the solid waste transfer station near Lexington on Highway 74, shall impose, in addition to any regular fee assessed for the deposit of solid waste at said transfer station, a penalty upon each load or deposit which is brought to the transfer station and which is

not covered or is not contained so as to prevent leakage, spillage or loss during transport. The language of this Ordinance does not indicate that the attendants of all the transfer stations in the County impose a fee for uncontained solid waste transport. At the time the Ordinance was written there was only the transfer station at Lexington in south County and the Finley Buttes Landfill transfer station.

#### **Transportation Recommendations:**

1. Trucks long-hauling solid waste should not be traveling through incorporated cities, except on State and Federal highways, if it can be avoided.
2. Trucks long-hauling solid waste should utilize the interstate highway system. Solid waste destined for disposal at Finley Buttes Landfill, arriving via Interstate 84, should utilize Bombing Range Road via exit number 168 to the landfill site.
3. Solid waste arriving via the Port of Morrow should use the routes defined within the Port of Morrow transportation system as appropriate for solid waste movement. At the junctures leaving the Port, solid waste transportation should access Bombing Range Road or Interstate 84 for ultimate disposal at Finley Buttes Landfill.
4. Solid waste transported via long-haul to the Threemile Canyon Farms composting facility should utilize Threemile Canyon Road (exit 151), a private road.
5. Monitor Finley Buttes Landfill compliance with transportation agreements contained in the conditions of their Conditional Use Permit.
6. Support the continued development of the Port of Morrow's rail facility.

7. Amend the Morrow County Penalty for Transporting Uncontained Solid Waste Ordinance to include the authorization for each transfer station in Morrow County to collect a penalty for the transportation of uncontained solid waste. Additionally, incorporate this Ordinance into the implementing Ordinance for this Solid Waste Management Plan.

**Transfer Stations:**

Transfer stations are typically used to enhance efficient operation of a comprehensive solid waste management system. In Morrow County's rural areas where residents may have to travel long distances to reach permitted disposal sites, a transfer station can make disposal and recycling more convenient and also help reduce the incidence of illegal dumping.

As part of the 1988 Morrow County Solid Waste Management Plan, the County committed to the goal of maximizing waste reduction and recycling. As part of this commitment, the County planned to establish two transfer stations with recycling centers in the County's two largest communities. These transfer stations, it was believed, would allow residents of those areas to have easier access to solid waste disposal and recycling facilities.

Morrow County now has three operating transfer stations: the south County transfer station, the north County transfer station near Boardman and the transfer station located at Finley Buttes Landfill. Solid waste and recyclable material are collected at each of these transfer stations and then hauled by truck to Finley Buttes Landfill for disposal or to consolidation facilities or end markets for recycling.

**South County Transfer Station**

The south Morrow County transfer station is located on a four acre tract of land adjacent to State Highway 74, approximately one and one-half miles south of Lexington. The transfer station is designed to receive

approximately 20 cubic yards per week of general municipal solid wastes from the surrounding area. Physically, the disposal part of the transfer station consists of a set of two 40 cubic-yard collection containers placed against a concrete retaining wall. The unloading area is paved. Self haulers back their vehicles up to the edge of this retaining wall and dump their wastes into these collection containers.

This transfer station is permitted by the Department of Environmental Quality to accept municipal solid waste except for nondigested sewage sludges, septic tank pumpings and free liquids exceeding 25 gallons per delivered load. The transfer station is also prohibited from accepting hazardous waste, lead-acid batteries (except for recycling), asbestos, large dead animals, whole automobile bodies, infectious wastes, explosives and soils contaminated by hazardous materials. Exceptions to these prohibitions must be approved by the Department of Environmental Quality.

This transfer station also provides the south county citizens and businesses the opportunity to recycle aluminum, glass bottles, newspaper, scrap metal, tin cans and tires. There is an employee on site during operating hours to provide assistance in unloading vehicles, to ensure loads are disposed of properly and to monitor wind-blown debris. The gates at the access roads are locked whenever the station is not open. Special, on-request disposal is handled at the County's discretion. The Public Works Department is responsible for the running and administration and operation of the transfer station which is open for weekend use only.

**North County Transfer Station**

The north County transfer station is located at the intersection of Bombing Range Road, State Highway 730, and Interstate 84 at the ODOT gravel pit. It was established to improve the convenience of disposal for Boardman and Irrigon area residents who do not wish to drive to Finley Buttes Landfill to dispose of their solid waste and to drop off

their recyclable materials. It has the same operational configuration as the south-County transfer station and Morrow County Public Works Department is responsible for its administration and operation as well.

**Finley Buttes Landfill Transfer Station**  
Finley Buttes Landfill operates a transfer station at their site. The transfer station accepts solid waste and recyclable material including aluminum, automobile batteries, cardboard, glass bottles, newspaper, scrap metal, tin cans, and used motor oil from Morrow County residents. The transfer station also accepts appliances and tires which are then transported to another site where the appliances are consolidated for recycling and the waste tires are shredded prior to being disposed/buried in the Landfill. The Finley Buttes transfer station is open for business during normal business hours at the Landfill.

**Land Use and Transfer Stations**  
As a type of solid waste disposal facility, a transfer station may be sited in Morrow County as a "solid waste disposal site" in six zoning designations: Exclusive Farm Use, Forest Use, Rural Residential, Farm Residential, Small Farm - 40, and General Industrial. The term "solid waste disposal site" is open to interpretation regarding what types of solid waste facilities are allowed on what types of zoned land. As an issue of County-wide concern, the Planning Commission has the jurisdiction for permitting of such a facility as a "Conditional Use." Transfer stations could have, however, the potential to negatively impact surrounding properties, especially in residential neighborhoods. Thus, the County reviews whether the allowable Conditional Use of a solid waste disposal site such as a transfer station is compatible within each of the land use zones in which they are currently allowed.

**Future Rural Collection Solution Needs**  
As the County continues to grow there may be a need that justifies additional transfer stations. With one municipal landfill in the County the need for transfer stations will

continue as a way to accommodate in-County solid waste collection in the more isolated areas. As the more populated areas grow, such as the Boardman area, the County may see the need for more or larger solid waste collection facilities. The County needs to remain adaptable and innovative in the effort to improve rural collection, minimize illegal dumping, maintain hauling and collection efficiency, and to meet the County's responsibilities provided by State statute which include assuring adequate services are available for the collection, transfer, and disposal of solid wastes.

**Transfer Station Recommendations:**

1. Transfer facilities are a necessary part of all solid waste systems where distance is a factor. The Solid Waste Advisory Committee/County Court should monitor growth of geographic areas in the County to allow time for siting, permitting, and construction of new collection systems as warranted.
2. The existing transfer stations need to provide convenient hours of operation to lessen the potential for illegal roadside dumping.
3. Provide improved disposal and recycling opportunities at the transfer stations for Morrow County citizens, particularly concerning collection or recycling, disposal of household hazardous waste (HHW), conditionally exempt small quantity generator hazardous waste and agricultural pesticide wastes.
4. Apply for and secure a HHW Planning Grant from the Department of Environmental Quality in order to determine the preferable methods for providing the opportunities in Recommendation 3 above.
5. Clarify the Zoning Ordinance language concerning the siting of solid waste disposal sites, such as transfer stations, allowed as a Conditional Use in the following

Zones: Exclusive Farm Use,  
Forest Use, Rural  
Residential, Farm  
Residential, Small Farm - 40  
and General Industrial.

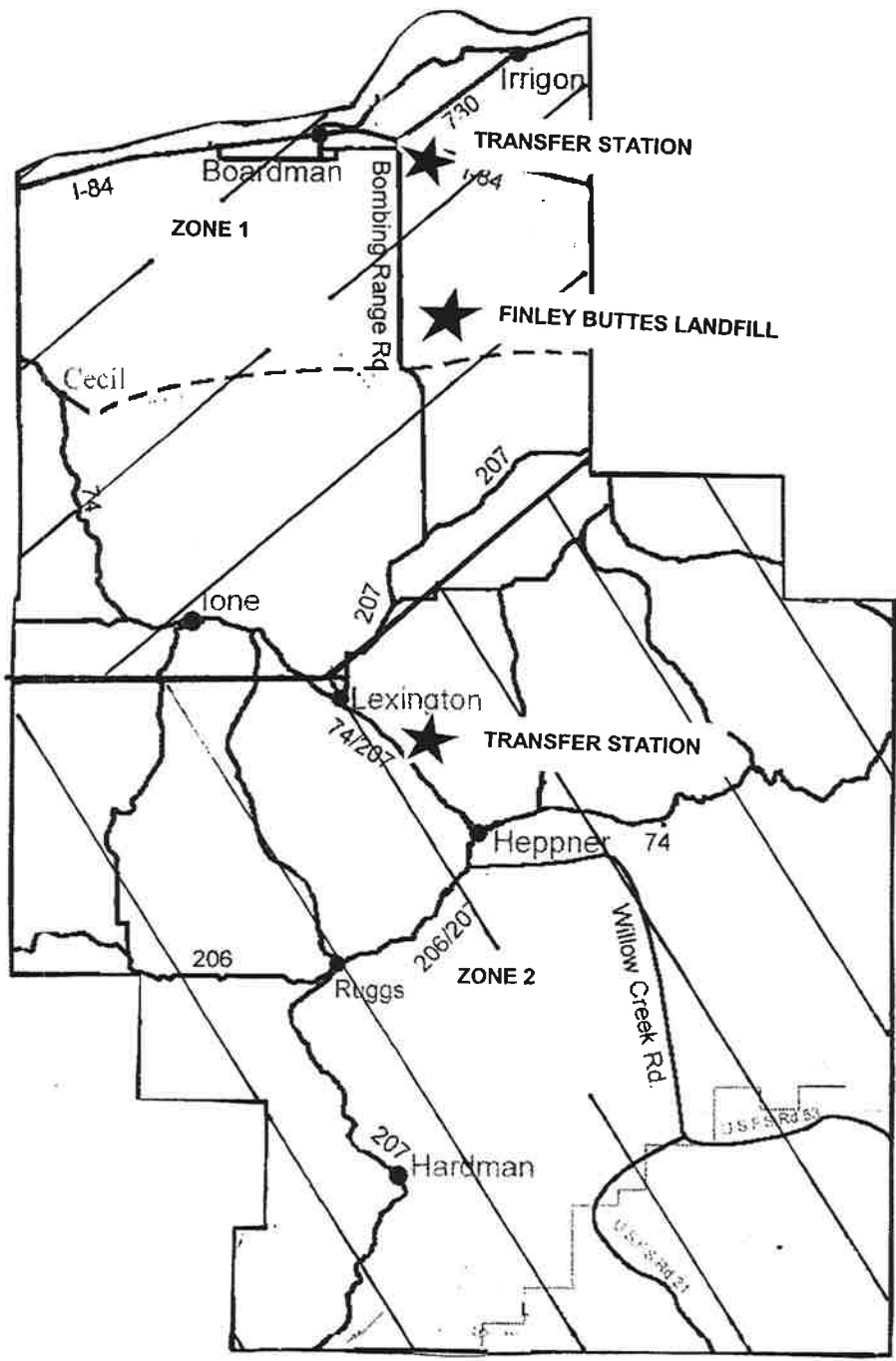
6. County SWAC and Court continue to offer transfer station or similar solutions to address solid waste collection needs in the isolated portions of the County.

**Port of Morrow Re-load Facility:**

The Port of Morrow's barging facilities have long been used to receive municipal solid waste destined for disposal at Finley Buttes Landfill. In the future, there may be a need for a change in the intensity or type of use at these facilities as a result of changing disposal practices and expanded solid waste disposal markets. The County recognizes the potential for transfer station permitting requirements for this currently unpermitted facility. The Department of Environmental Quality may eventually require a Solid Waste Transfer Station Permit for this reload facility.

**Recommendation for the Re-load Facility:**

1. The Port of Morrow re-load facility is not a Department of Environmental Quality permitted transfer station. The County and the Port of Morrow should work toward permitting the facility as a transfer station if and when changes in the facility's use warrant it.





## CHAPTER SIX - DISPOSAL METHODS

### **Introduction:**

This chapter reviews solid waste disposal methods available to Morrow County residents, businesses, institutions and local governments. The State refers to this last option in the solid waste hierarchy as residual disposal taking place after reduction and recovery efforts have been completed. This chapter will review municipal landfill disposal, clean fill disposal, commercial composting, other disposal methods, and land application of biosolids and industrial process water as the residual disposal methods currently used and available in Morrow County.

### **Municipal Landfill Disposal:**

This section will focus on the ultimate handling and disposal of municipal solid wastes remaining after reduction, recycling and processing of solid waste in the region has been completed. Presently, Finley Buttes Landfill is the only permitted solid waste landfill in Morrow County. For the duration of this Management Plan, Finley Buttes Landfill will continue to be the exclusive Regional Disposal site to serve the municipal solid waste disposal needs of the County.

Other disposal options, including exportation of waste, incineration, new site development, etc., may be explored by the County Court in the case of either new technology development or the failure of the current system to adequately and efficiently manage solid waste disposal in the County. Absent such an occurrence, Morrow County intends to continue utilizing the current permitted landfill facility.

### **Regulatory Requirements**

The disposal of solid waste in Oregon must be conducted in accordance with ORS Chapter 459 and OAR Chapter 340, Divisions 93 through 97. The state rules were re-written in 1993 to conform with new federal standards for solid waste facilities, contained in 40 CFR, Part 258. These rules

were developed to ensure a minimum level of environmental protection for solid waste landfills across the country.

Permits for solid waste disposal sites or facilities must also conform with the Morrow County Solid Waste Management Plan and implementing Ordinances including the Morrow County Solid Waste Management Ordinance. Permits are issued by the Morrow County Court which must interpret the Plan and determine whether or not a proposal is in conformance.

### **Landfill Existing Conditions**

In July 1987, the County granted a Conditional Use Permit to Tidewater Barge Lines for development of Finley Buttes Landfill, a large regional municipal solid waste landfill. Finley Buttes Landfill is currently owned by Waste Connections, Inc. of Vancouver, Washington. The location of the Landfill is approximately 10 miles south of exit 168 on Interstate 84 and approximately one mile east of Bombing Range Road. The Landfill comprises 510 acres on an approximate 1800 acre tract. The Landfill site was chosen because both the geology of the area and semi-arid climate of Morrow County provide an ideal operational setting for such a large landfill.

The landfill is designed to last at least 100 years, encapsulating the waste, layer by layer. Each day at the landfill, disposed solid waste is covered with soil or other Department of Environmental Quality approved cover material. When each cell area at the Landfill is full, it is covered with compacted clay and topsoil. At the end of the useful life of the Landfill, the site will be closed, capped, and revegetated. The current plan is to return the closed Landfill to agricultural use consistent with the historic and current agricultural practices of the area. Post-closure care of the closed Landfill will include erosion control, weed control, regrading and drainage system maintenance, operation of any leachate and gas collection systems which have been

installed and continuation of all monitoring systems.

The Solid Waste Disposal Site Permit issued to Finley Buttes by the Department of Environmental Quality authorizes the facility to accept solid wastes as defined in ORS 459.005, except non-digested sewage sludges and septic tank pumpings, and free liquids other than those incidental free liquids associated with solid waste collection and transportation.

The Permit also authorizes the Landfill to accept waste tires which must be processed into tire chips before disposal. Salvaging and recycling are authorized at the Landfill site, as well as the acceptance of special wastes that have been approved as part of a Special Waste Management Plan by the Department of Environmental Quality.

A transfer station for receiving recyclable materials is also permitted and in operation at the entrance area to the Landfill. The Finley Buttes Landfill is expected to meet the municipal solid waste disposal needs of the County for the next 50 to 100 years.

As well as deliveries from local residents and collection services, the Landfill receives waste delivered by barges arriving at the Port of Morrow reload facility and from long-haul truck traffic arriving from regional sources coming up Bombing Range Road via the Interstate highway system. The Landfill employs 12 to 15 local residents and pays license and tippage fees to the County. Waste Connections, Inc. also contributes to a closure fund to support the eventual closure of the Landfill and a road fund to maintain the portion of Bombing Range Road from Interstate 84 to the Landfill.

#### **The Future of Finley Buttes Landfill**

As landfill technology evolves Waste Connections, Inc. can be expected to take advantage of profitable and up-to-date ventures using the Landfill as a resource. Possibilities include the harvest and sale of methane gas for power generation.

#### **Landfill Disposal Recommendations**

1. Continue to dispose of in-County solid waste at Finley Buttes Landfill.
2. Maintain the Solid Waste Advisory Committee (SWAC) to oversee the Landfill's activities and to monitor compliance with their Conditional Use Permit and agreements.
3. Encourage the Landfill to continue to import regional solid waste as well as continuing to be an active participant in solving County solid waste management issues.
4. Solid Waste Advisory Committee (SWAC) monitor the Landfill's activities associated with the operation of the Landfill in order to minimize the risks and maximize the benefits to the citizens of Morrow County.
5. Discourage permitting of other County landfills but remain supportive in providing solutions to inefficiencies, technological changes and system inadequacies in the County's solid waste management system.

#### **Clean Fill:**

We have all seen signs posted at construction sites advertising the need for "clean fill." We probably also gave it little thought. Clean fill material consists only of inert materials that do not have the potential to contaminate the land or waters of the State.

#### **Regulatory Requirements**

OAR 340-093 -0050(3)(c) exempts "clean fill" from regulation as a solid waste in a land disposal site used exclusively for the disposal of "clean fill," unless the materials have been contaminated such that the Department of Environmental Quality determines that their nature, amount or location may create an adverse impact on groundwater, surface water or public health or safety.

The following "clean fill" materials may be landfilled without a permit from the Department of Environmental Quality:

- Clean Soil, but not soil contaminated by any hazardous constituent. Limited quantities of soil, which have been cleaned to level I cleanup standards and specifically approved by the Department of Environmental Quality may be accepted;
- Concrete, including that which contains reinforcing bar or rod;
- Rock and Brick; and
- Weathered and consolidated asphalt paving which does not show evidence of fresh oil and which is not so broken as to expose numerous unweathered surfaces.

**Asphalt and other constraints:**

While solid waste rules exempt some asphalt paving from a requirement to be disposed of in a permitted solid waste facility, that exemption does not apply to asphalt which has not been applied as paving and does not exempt asphalt paving which may pose a threat to the waters of the State or public health. Any asphalt which shows evidence of fresh oil or is not clearly weathered and consolidated does not qualify for the exemption and may not be placed as clean fill. Soil loads which contain fresh asphalt are not eligible for the clean fill exemption unless the asphalt is removed.

It is possible that land proposed for filling with clean fill may be or have become wetlands. The owner should obtain clearance from the Army Corps of Engineers or the Oregon Division of State Lands to ensure that filling is not taking place in a wetland.

**Clean Fill in Morrow County**

Issues concerning clean fill in Morrow County in the past have been mostly concerned with the confusion between construction and demolition waste and clean fill. For further clarity, "clean fill" does not include putrescible wastes, construction and demolition wastes and industrial solid wastes.

**Clean Fill Recommendation**

1. Local governments should authorize proposed clean fill sites so citizens and businesses are assured that the operation is in compliance with local and State regulations, particularly having to do with wetlands.

**Commercial Composting**

**Facilities:**

This section discusses composting facilities on a large or commercial scale. Household or residential composting is discussed in Chapter Four. Generally, large-scale composting facilities in the County are agricultural operations composting animal wastes, but these operations may also compost food waste, yard debris, or other feedstocks collected from municipalities and industry.

Commercial composting in Morrow County mainly takes place to process animal waste produced at large scale dairy operations. County concerns regarding commercial composting facilities have to do with balancing public interests with economic growth, air and water quality, pathogens and other contaminant issues.

**Regulatory Requirements**

The Department of Environmental Quality along with the Department of Agriculture are currently in the process of revising compost facility rules. The current composting registration and permit requirements are based on the scale and type of feedstocks (wastes) used for composting operations. Generally, the mix and amount of green feedstock, non-green feedstock and other ingredients, such as yard debris and wood waste, will trigger different permits designed to mitigate for air and water quality concerns as well as pathogen and contaminant concerns.

### **Commercial Composting Facilities in Morrow County**

Morrow County has three large dairies operating under two CAFO (confined animal feeding operation) permits granted by the Department of Agriculture. The cows being maintained under these two permits number more than 84,000. Part of the manure waste generated by these dairies is processed by two composting facilities.

The smaller of the two, Columbia River Dairies, is managed under the CAFO permit of Willow Creek Dairy and all of the composted manure waste generated by their 14,400 cows is re-used for bedding.

The other, larger composting facility, which is located on an approximate 433 acre parcel taking up about 120 acres just south of Columbia River Dairies, is operated by Threemile Canyon Farms and is permitted by the Department of Environmental Quality as a Full Composting Facility. It processes the waste generated by the other 71,000 cows plus waste from other Department of Environmental Quality approved feedstocks.

As currently permitted, it is the largest composting/waste treatment facility in the state. The manure waste from the Threemile Canyon Farms dairies is composted into a product used by Threemile Canyon Farm for animal bedding needs, in its own farming operations, including organic operations, and sold in a five state region to plant nurseries.

### **Commercial Composting Facilities Recommendation**

1. As a jurisdiction with extensive solid waste/commercial composting exposure, the County needs to stay informed and participate with current and on-going rule making at the State level. Local land use regulations for commercial composting facilities must reflect the most up-to-date knowledge about commercial composting, environmental and local concerns.

### **Other Disposal Methods:**

Disposal methods discussed in this section are included within the disposal site definition in Chapter Two but are not discussed elsewhere in this Plan. They are non-municipal land disposal sites which can include a range of facilities that store, receive, process, or landfill any non-municipal waste including woodwaste, industrial waste, and construction and demolition waste. The types of facilities include energy recovery facilities, incinerators receiving solid waste from the public or a collection service, and captive industrial facilities where the owner/operator of the site is also the generator of all the solid waste managed at the site. Each of these disposal site facilities are a type which requires a permit from the Oregon Department of Environmental Quality.

### **Regulatory Requirements**

The Department of Environmental Quality requires a permit for each facility depending upon the type of facility and volume of material handled. The following are the supplemental requirements for such a permit:

- Land Use Compatibility Statement signed by the local land use authority;
- Evidence of need;
- Evidence of compatibility with the local waste management plan;
- A Site Characterization Report;
- Detailed plans and specifications;
- A recommendation from the local government; and
- Depending on the type of facility to be constructed, other information will also be requested.

The Department of Environmental Quality will post a 30-day public notice inviting the public to comment on the proposed permit. If the public shows significant interest, a hearing will be held. Each application for a disposal site permit must comply with the criteria in Oregon Administrative Rules Chapter 340, Divisions 93 through 97. Criteria include location restrictions, design and operating requirements, and closure and post-closure requirements.

### **Other Disposal Methods in Morrow County**

An energy recovery facility exists at the old Kinzua mill site near Heppner. In the past, it has burned wood waste to generate electricity. Portland General Electric (PGE) Boardman Coal Fire Plant operates as a captive industrial facility. It has an approved ash monofill permitted with a Water Pollution Control Facilities Permit issued by the Department of Environmental Quality.

### **Recommendations**

1. The County should, at a minimum, require land use and solid waste approval before a County Recommendation be forwarded to the Department of Environmental Quality for permit approval.
2. Applications for a non-municipal disposal site should be reviewed by the County to make sure that the owner or operator does not impact a floodplain or wetland. Ground water monitoring should be conducted in accordance with State requirements.

### **Land Application of Biosolids and Industrial Process Water:**

According to the State of Oregon, reclaimed water, agricultural or, industrial process water, or biosolids destined for land application are not defined as solid waste, per se. The Environmental Quality Commission calls these products recyclable materials and encourages the land application of such substances. When managed in a manner prescribed by the Department of Environmental Quality permitting procedures, land application improves soil tilth, fertility and stability and its use enhances the growth of agricultural, silvicultural and horticultural crops.

Morrow County acknowledges the above State policy but has also chosen to address biosolids in this Solid Waste Management Plan. Industrial process water, such as the process water land applied as a product of the food processing entities on Port of

Morrow property, is introduced in this chapter but will be discussed in a future County plan within the context of water quality.

### **Regulatory Requirements**

The State regulations concerning land application are ORS 215.246, Approval of Land Application of Biosolids, and OAR 340 Division 50, Land Application of Domestic Wastewater Treatment Facility Biosolids, Biosolids Derived Products, and Domestic Septage.

Subject to issuance of a permit or approval by the Department of Environmental Quality, land application of industrial process water, reclaimed water and biosolids is an allowed use on EFU zoned land as long as it is applied at "agronomic rates" which apply soil nutrients to match the nutrient requirements for specific crops on an annual basis. As such, counties may not impose additional land use restrictions or conditions on land application practices beyond those specified in State statutes. Additionally, when biosolids are transported for land application on EFU land via a vehicle, it is not a land use decision and may not be regulated by the local governmental entity. A Department of Environmental Quality Land Use Compatibility Statement (LUCS) is also not required.

When an applicant wishes to apply biosolids on County land and it will not be transported to the land via vehicle, the County may make a land use decision to allow the use. The applicant is required to obtain a license, permit or approval by the Department of Environmental Quality and the applicant must explain to the County how alternatives to the land application were considered. The County then conducts a land use review. The review must insure that the establishment and use of the land application facilities are related only to the land application applied for, that there are no utility facility service lines on the site, and that the land was not divided or partitioned for the purpose of land application.

**Land Application in Morrow County**  
Land application of biosolids trucked in from outside Morrow County occurs on at least one tract of regular farming ground in the northern portion of the County. The Cities of Boardman and Heppner land apply treated waste water and sewage sludge under Department of Environmental Quality permits near their boundaries.

The application of industrial process water occurs on more than 4,800 acres of land in Morrow County. It occurs mainly as land application of industrial waste water generated at the Port of Morrow by various food processing industries such as Columbia River Processing (cheese), Boardman Foods (onions) and Lamb Weston (potatoes). At the Port of Morrow the waste water is pumped to their 67 fields and applied via circle irrigation units. The Port maintains a 175 million gallon holding pond for winter storage during times it is not possible to irrigate.

The County is aware that land application of industrial and municipal wastewater and sewage is applied to land already designated as groundwater quality monitoring areas. The County is also aware that land application may carry nitrate contamination risk implications for Morrow County citizens. There is an ongoing Lower Umatilla Basin Groundwater Management Area (LUB GWMA) citizens advisory committee working toward solutions to groundwater quality issues in the County and regional area.

**Recommendations**

1. Continue to work with the citizens advisory committee on the public awareness program for nitrate contamination potential in the LUB GWMA area.
2. Per Oregon Administrative Rule, work with holders of State land application permits in Morrow County in order to maximize the benefits and minimize groundwater contamination risks from land application.

3. Encourage the Department of Environmental Quality to continue monitoring and enforcement of land application permits that exist within the County jurisdiction.

## CHAPTER SEVEN - SPECIAL WASTE MANAGEMENT

### Introduction:

Special waste items are those that need special handling, treatment, and disposal because of their hazardous potential, large volumes or other problematic characteristics. Ideally, these wastes should not enter the municipal solid waste stream, at least without special handling, but quite frequently they do.

The development of sound practices in the management of special wastes in the County should follow the Oregon solid waste management hierarchy applied in other areas of this Plan: waste prevention, reuse, recycling, and finally, safe disposal. The proper application of this hierarchy depends on available technologies, as well as human and financial resources.

In Morrow County the generation of special wastes is varied in that it ranges from general household to agricultural and industrial wastes. This chapter will discuss the most problematic items generated in the County's residential, agricultural, and commercial environments. Finley Buttes Landfill may be able to accept for disposal special wastes produced within the Morrow County watershed. A partial list of materials Finley Buttes Landfill may accept includes: industrial ash, liquid waste, tires, disaster waste, livestock waste, construction and demolition waste, asbestos, and low level PCB containing waste. Finley Buttes Landfill should be considered the disposal option of choice for waste materials allowable by the Landfill's Oregon Department of Environmental Quality permit.

### Household Hazardous Wastes and Conditionally Exempt Generators of Hazardous Wastes and Waste

### Pesticides:

The sources of minor and major moderate risk hazardous waste are discussed under this section. The two basic sources of hazardous waste in this category are households and small quantity, or Conditionally Exempt Generators (CEGs).

The Federal government established policy and guidance for solid and hazardous wastes in the Resource Conservation and Recovery Act (RCRA) and exempted small quantity generators from federal oversight. The Oregon Department of Environmental Quality provides guidance and sponsors occasional hazardous waste collection events in the area but the wastes produced by households and Conditionally Exempt Generators are generally poorly managed. There is a need for programs at the local level to ensure public education and awareness, protection of health and safety, and to promote proper waste reuse, reduction, recycling, and disposal opportunities.

Substances considered hazardous are:

Combustible:	Can easily be set on fire or ignited.
Explosive/Reactive:	Can detonate or explode through exposure to heat, sudden shock or pressure.
Corrosive/Caustic:	Can burn and destroy living tissue.
Radioactive:	Can damage and destroy cells and chromosomal material.

### **Household Hazardous Wastes (HHW)**

Practically all households generate some type of hazardous waste. Typical hazardous wastes from households include: paints, solvents and thinners; pesticides, herbicides and insecticides; drain cleaner, tile cleaner, oven cleaner and other "industrial strength" cleaners; and antifreeze and used motor oil. Hazardous wastes create short and long term hazards if disposed through garbage collection, wastewater systems, pouring on the ground, burning, or other improper methods. These hazards include potential injury and damage to environmental resources upon which the public depend such as groundwater purity, air quality, and waste management systems. For example, a car battery placed in a local garbage container could leak acid that could ruin the garbage can, harm the sanitation worker, damage the collection vehicle and landfill machinery, and combine with other materials to create toxic gases. Eventually, accumulated acid and lead could leach into and contaminate the local groundwater supply.

In the 1999 Department of Environmental Quality Household Hazardous Waste Management Plan for Oregon the goals for local governments is described. Local governments are now expected to take considerably more financial and operational responsibility for their HHW programs than in previous years. The primary mechanism used by the Department of Environmental Quality to support choices of local governments are grants. The Department of Environmental Quality now offers grants: planning grants, waste reduction education grants, grants for permanent facilities that accept highly hazardous wastes, and grants to develop other types of collection methods. The grants require local governments to submit an application, and the Department of Environmental Quality reviews the application and approves those that comply with the evaluation criteria and are more favorably ranked.

A significant result of establishing the new grant program is that there will be fewer funds available for providing periodic collection events. The Department of Environmental Quality will still be providing collection events, but they will be less frequent and will not be held in areas near permanent HHW facilities (*not within 15 miles*). The intent is to provide collection events only to those areas for which the other options, such as a grant for a permanent facility, are not appropriate.

HHW collection event grants may still be applied for. Project costs the Department of Environmental Quality will cover for selected events include: administrative costs, publications and other printed materials, the salaries and benefits for project personnel, machinery and vehicles; and other costs associated with collecting and transporting recyclable materials.

It is the local government's responsibility to:

1. Promote the local collection event at a level acceptable to the Department of Environmental Quality;
2. Pay for publicity and educational activities for the collection event;
3. Select a site suitable for holding the collection event;
4. Assist with local coordination of the collection event;
5. Provide a summary report to the Department; and
6. Coordinate any special waste management activities, such as a useable product giveaways or paint drop off conducted in association with the collection event.

It is possible for the County to self-sponsor collection events with coordination provided by Department of Environmental Quality and their State HHW contractor for handling, transportation and disposal of the HHW materials. The cost to sponsor such an event, however, may be prohibitive to the County. (*Cost estimated to range from \$25,000 to \$50,000 or more per event.*)



### **HHW and Morrow County**

Since Department of Environmental Quality household hazardous waste collection events are only periodically held in this area, citizens of Morrow County primarily dispose of HHW in the regular solid waste pickup containers, self hauled, disposed at the County transfer stations, burned, or illegally dumped on city, County, State or private property.

### **Conditionally Exempt Generators (CEGs)**

Conditionally Exempt Small Quantity Hazardous Waste Generators (CEGs) produce the smallest volume of hazardous waste of any commercial generator category but they are the largest generator by number. The name conditionally exempt refers to the fact that those generators are exempt from the federal hazardous waste law (RCRA) if they comply with the following conditions:

1. Conduct a waste determination on all solid waste they generate to properly identify hazardous wastes;
2. Produce less than 220 pounds (about one-half of a 55-gallon drum) of hazardous waste, or 2.2 pounds of acutely hazardous waste, per month;
3. Store less than 2,200 pounds of hazardous waste, or 2.2 pounds of acutely hazardous waste, onsite at any one time; and
4. Deliver hazardous wastes to one of the following: a permitted hazardous waste facility, a permitted municipal or industrial solid waste facility which is allowed to accept hazardous waste produced by CEGs, or a designated facility which recycles, reclaims, or beneficially uses the waste.

CEGs can be one-time generators, such as a school cleaning out old lab chemicals, or they can be a nonprofit organization, a dry cleaner or a rural property owner on whose property hazardous waste has been illegally dumped. Examples of the types of wastes CEGs can produce are photographic

solutions from printers, solvents from building contractors, lead-acid batteries, waste oil and antifreeze from vehicle maintenance shops and plating wastes from metal manufacturers.

### **CEGs and Morrow County**

Conditionally exempt generators of hazardous waste in Morrow County must treat the waste or dispose of it as described in part 4 of the previous section.

The Department of Environmental Quality sponsors periodic CEG collection events which are hosted by various regional entities such as local governments or solid waste haulers. These events are coordinated with local governments and all participants must register their wastes with the Department of Environmental Quality and also sign a statement certifying that they are Conditionally Exempt.

Since Department of Environmental Quality CEG collection events are infrequent, many CEGs accumulate their waste on-site because of rising disposal costs, distance to disposal facilities, and a limited knowledge of waste management options. Without a reliable collection program, hazardous wastes are disposed of improperly or placed with regular solid waste for disposal. This option, although legal, has the potential to create health risks to collection workers or workers at a transfer station.

When the amount of hazardous waste generated by a CEG remains under the limits specified in the previous section there are few restrictions placed on their disposal, except that they must be disposed of at a permitted, appropriate solid waste facility which is authorized to accept hazardous waste produced by CEGs.

Finley Buttes Regional Landfill is authorized to accept CEG hazardous waste. Pre-approval is generally required by the Landfill for waste characterization purposes.

### **Recommendations for HHWs and CEGs Hazardous Waste Management**

1. Apply for a Planning Grant offered by the Department of Environmental Quality to identify and develop less potentially harmful solutions for HHW and CEG disposal for Morrow County citizens and businesses.
2. Encourage the Port of Morrow to create a moderate risk hazardous waste plan for the commercial and business interests under their purview.
3. Provide educational materials about HHW and CEG hazardous waste to be disseminated in County mailings, information booths, public service meetings. Carry out in cooperation with other entities with solid waste management concerns such as the local solid waste haulers, the Port of Morrow and Finley Buttes Landfill.

### **Waste Tires:**

In the past waste tires have been a disposal problem in the State. Tire piles have caught on fire and burned for long periods of time. The piles are fire hazards and also mosquito breeding grounds.

#### *Tire Fires:*

Every year tire fires occur across the nation at small, unregulated tire dumps. Since 1971, the U.S. Environmental Protection Agency (EPA) has estimated that at least 176 tire fires have occurred in the United States. Some tire fires are produced by accidental causes and some are set by owners who are eventually subject to large fines or penalties for setting fire to their tire dumps. Waste tires and waste tire stockpiles are difficult to ignite. But once on fire, tires burn very hot and are very difficult to extinguish. In addition, the doughnut-shaped tire casings allow air drafts to stoke the fire.

Smothering a tire fire with dirt or sand is

perhaps the best current option for extinguishing tire fires. The sand or dirt is moved in with heavy equipment to cover the burning tires. This technique does not contribute as greatly to the oil run-off problem and is generally faster and cheaper than foams or water. Smothering a tire fire is the method supported by EPA and has been used numerous times throughout the United States. Smothering was the method used by the Minnesota Pollution Control Agency (MPCA) to extinguish a 30,000-tire fire in Andover, Minnesota, in February of 1989. Smothering was also used at a one-million-tire fire in Denver in 1987.

#### *Mosquitoes:*

Because tires partially fill with water regardless of their position and absorb sunlight, they provide an ideal environment for hatched mosquito larvae. Although tire dumps are sometimes associated with rodents, the primary problem has been with various species of disease-carrying mosquitoes that breed in the water pooled in waste tires.

### **Regulatory Requirements**

Waste tires have been subject to regulation in Oregon since 1987 when HB 2022 was passed. This law regulated the transportation, storage and disposal of waste tires. ORSs codifying Oregon's waste tire program include: ORS 459.705 (Waste Tire Storage and Disposal) and OAR 340 Chapter 64 (Waste Tire Program). Under these statutes and rules, persons transporting waste tires, generators of large volumes of waste tires and facilities that store waste tires must have permits if they handle above a certain amount of waste tires.

Waste tires are banned from disposal at landfills unless they are chipped first. Under ORS 459.780, Solid Waste Management, General Provisions, the Department of Environmental Quality has the responsibility for overseeing compliance waste tire regulations. Persons owning or

controlling tire piles are exempt from the State requirement to obtain a waste tire storage permit if they store fewer than 100 waste tires, store fewer than 200 cubic yards of tire-derived products, or are a tire retailer or wrecking business storing not more than 1,500 waste tires.

#### **Waste Tires in Morrow County**

The National average waste tire disposal rate is approximately 13 pounds per person per year. Based on this average and a population estimate of 11,750 citizens in Morrow County, there are 152,750 pounds of waste tires generated in the County each year. The majority of these are handled and disposed of in the manner prescribed for auto wreckers, and tire and automotive shops by statute and rule. An unknown amount of waste tires end up in ravines and small, unpermitted tire piles in the County.

Finley Buttes Landfill is authorized to accept up to 30,000 whole tires for storage while awaiting processing. Whole tires are banned from being landfilled but may be chipped so that the whole tire volume is reduced by at least 65 percent. Once the tires are processed by chipping they may be put in the landfill. The chips are initially in a thin layer on the working face of the landfill to help dissipate any heat buildup from possible exothermic reactions within the tire chips.

Waste tires are accepted at the Morrow County transfer stations for a fee. They are ultimately transferred to Finley Buttes Landfill and processed for disposal.

Piles of waste tires are considered a nuisance and a threat to public health and are subject to enforcement and abatement via Morrow County Nuisance Ordinance.

#### **Recommendation**

1. The County would benefit from regular collection events for waste tires, which could include automotive and agricultural waste tires. It is recommended that the County

pursue citizen education about the health hazards of waste tire piles and establishment of regular collection events with the support of Finley Buttes Landfill and other large agricultural interests in the County.

#### **Electronic Wastes:**

Electronic wastes are the fastest growing component of the municipal waste stream. People are discarding or storing away computer monitors, hard drives, televisions, and cell phones which contain plastic, lead and cadmium.

Waste electronics are those disposed items with a circuit board or computer chip, plasma screen, LCD or cathode ray tube. This includes equipment such as computer keyboards, mice, cell phones, printers, copiers, medical, automotive or other electrical equipment with a cord or electronic devices that run on batteries. All such electronic waste is hazardous waste and is subject to the rules and regulations of small quantity hazardous waste generators if as many as eight electrical units are disposed of by any one generator in a year. Such items are considered hazardous because they exceed the toxicity characteristics for lead, mercury and the other 40 chemicals and 5 metals known to be components in various electronic devices. If disposed of improperly this equipment can leak their toxic components into the environment.

#### **Regulatory Requirements**

The State of Oregon has an Interim Policy for the management of electronic wastes (Policy Number:2002-PO-001). This policy describes how non-household Cathode Ray Tubes (CRTs) should be managed under existing hazardous waste management regulations while the Federal Environmental Protection Agency is finalizing its electronic waste rules.

As an Interim Policy, it is intended only as a guidance document until further Federal rules come into effect. Computer monitors

and televisions and other electronic wastes from household sources are not subject to this policy. Electronic wastes generated from household sources destined for disposal at a solid waste landfill or incinerator are subject to management as household hazardous waste.

**Electronic Wastes in Morrow County**

The citizens of Morrow County have an unmet need to dispose of all of their household hazardous wastes in a responsible manner. Because people perceive value still exists in their outdated electronic components such as computers, monitors and other devices, up to sixty percent of these devices are stored in attics, closets and back rooms remaining devices are donated, recycled and disposed of as solid waste.

**Recommendations**

1. Identify and develop HHW and CEG disposal options for electronic wastes for Morrow County citizens and businesses. Integrate with HHW and CEG planning efforts.
2. Encourage the Port of Morrow, in their moderate risk hazardous waste plan, to require the commercial and industrial interests under their purview to take actions to legitimately recycle their equipment containing electronic waste according to the guidance in the State of Oregon Interim Policy.
3. Provide educational materials on electronic waste to County citizens and businesses. Disseminate in County mailings, information booths, and at public service meetings. Carry out in cooperation with other entities with solid waste concerns such as the local solid waste haulers, the Port of Morrow and Finley Buttes Landfill.
4. The Department of Environmental Quality recommends the following

steps for citizens seeking responsible disposition of their electronic wastes:

- Reuse or donation;
- Repair;
- Participating in a manufacturer take-back program;
- Recycling in a manner that reclaims leaded glass for reuse.

**Infectious Wastes:**

Insulin dependent diabetics self administering their daily insulin shots, veterinary clinics, nursing homes and hospitals of all sizes generate and come into contact with infectious wastes. Many workers deal with infectious wastes every day, such as police and firefighters, solid waste haulers, landfill operators, not to mention doctors, nurses, day care providers and veterinarians. There are many types of infectious wastes including blood and other body fluids; laboratory cultures, vaccines, used syringes, needles, lancets and many, many other medical wastes.

**Regulatory Requirements**

Oregon law defines infectious waste and divides it into four categories biological waste; cultures and stocks; pathological waste; and sharps. All infectious waste, except sharps, must be treated before disposal. Sharps, which include needles, scalpel blades, glass tubes and syringes, may be treated by placing them in a leak-proof, rigid, puncture-resistant, red container that is taped closed or tightly lidded to prevent loss of the contents. Sharps contained within containers which meet those specific requirements may be disposed of at a permitted municipal solid waste landfill without further treatment if they are placed in a segregated area of the landfill.

Cultures and stocks and pathological waste must be incinerated. Medical waste other than infectious waste, as defined by ORS 459.386, or hazardous wastes as defined by ORS 466.055, may be disposed of without special treatment in municipal solid

waste landfills permitted by Department of Environmental Quality, if such disposal is not prohibited in the landfill permit. Finley Buttes Landfill is authorized to accept sharps when contained in the required containers.

**Infectious Wastes in Morrow County**  
Sanitary Disposal, Inc. offers collection of sharps from households as an on-route service and at the transfer stations (for a fee). Residents are required to use leakproof, rigid, puncture-resistant, labeled containers that are tightly closed. The sharps containers are consolidated and delivered for disposal to Finley Buttes Landfill.

#### **Recommendation**

1. In order to lessen the risk to solid waste collection crews and transfer station operators, as well as comply more fully with Oregon State law, the County should work with clinics, pharmacies and hospitals to make sure patients with prescribed self-injections understand and practice safe disposal of infectious waste (particularly sharps). This could be accomplished through dissemination of brochures or flyers distributed by the local solid waste haulers, pharmacies and clinics. The Department of Environmental Quality has developed a flyer the County could use or modify for this purpose.

#### **Ash and Incinerator Residue:**

Ash and incinerator residue produced by energy facilities and waste-to-energy (WTE) facilities, which burn single types of refuse such as tires, wood waste, infectious waste and sewage, as well as ash and incinerator residue from the burning of regular municipal solid waste, are discussed in this section.

Energy facilities and WTE facilities produce a variety of residues: Bottom ash constitutes the largest quantity, white fly

ash is a lighter emission. Constituents in ash and scrubber product vary depending on the materials burned. The major constituents of concern are heavy metals (lead, cadmium, and mercury).

On May 2, 1994, the U.S. Supreme Court decided that ash which exhibits a hazardous waste characteristic is a hazardous waste and must be so managed. The Oregon Department of Environmental Quality has used a case-by-case decision process as to whether or not to allow land application of incinerator waste.

#### **Regulatory Requirements**

The State regulations concerning incineration and ash residues are ORS 459, OAR 340-096-0010, Division 93 and applicable requirements in Divisions 95 and 97. The State requires detailed plans and specifications and design for incinerator disposal sites that include ash and residue disposal. Ash and other residues must be disposed in an approved landfill unless handled otherwise in accordance with a plan approved in writing by the Department of Environmental Quality.

#### **Ash and Incinerator Residue in Morrow County**

The Portland General Electric Boardman Coal Plant produces ash which is mostly recycled. More than ninety percent of the ash produced by the coal plant is sold to a regional landfill to stabilize hazardous waste or is sold as a concrete additive. The remainder is disposed of on-site at their own permitted ash monofill.

In October 1983 the County approved a 10 megawatt cogeneration wood-burning power plant at the Kinzua mill site in Heppner. It uses wood waste from regional sources to produce electricity. The Department of Environmental Quality is requiring that ash generated at this facility be disposed at a permitted landfill. Currently, the ash is being disposed of at the Finley Buttes Landfill.

### **Recommendation**

1. Existing, new and proposed energy facilities and WTE facilities in Morrow County need to comply with State incineration requirements, which include the requirement for a detailed ash disposal plan. The State requires that incinerator ash be disposed of in an approved landfill unless the Department of Environmental Quality has allowed an alternative disposal method in writing. Approval for alternative incinerator ash disposal will also need to comply with the Morrow County Comprehensive Plan, Solid Waste Ordinance, and Land Use Regulations.

### **Livestock Waste, including Dead Animals:**

Most agricultural operations that have domestic livestock must deal with livestock waste and dead animals. This section is intended to assist the livestock owner when deciding what to do with animal waste and dead animals. As a solid waste issue, there are disease and ground water issues which must be considered when managing these wastes and animals.

#### **Regulatory Requirements**

OAR 340-93-190 requires residues from agricultural practices be recycled, utilized for productive purposes or disposed of in a manner that will not cause vector creation or sustenance, air or water pollution, public health hazards, odors, or nuisance conditions.

#### **Livestock Waste and Dead Animals in Morrow County**

Agricultural wastes, such as large dead animals over 200 pounds and bulk quantities of liquid wastes, are prohibited from disposal at the transfer stations, but Finley Buttes Landfill can accept large dead animals with prior authorization. Most agricultural wastes are managed on-site within the County. On-site management usually means natural disposal, burial,

incineration or composting. Composting may require a Composting Plan prepared with the assistance of the Oregon Department of Agriculture.

Sanitary Disposal, Inc. will deliver a drop box for livestock waste and large animal pick-up to their service customers. Once the Finley Buttes authorization is received by Sanitary Disposal they will pick up and deliver the dead livestock to Finley Buttes Landfill. The cost for this service is determined by a per ton charge at Finley Buttes Landfill.

"Natural disposal" is legal in Oregon. A person may drag a dead animal to a location at least one-half mile from any off-farm dwelling and at least a one-quarter mile from any waterway (ORS 601.140) and let scavengers destroy the carcass.

### **Recommendations**

1. Generally, when considering where to bury dead livestock, burial sites should not use a low-lying site subject to flooding or a high groundwater table. The lowest elevation of the burial pit should be 6 feet below the surface of the ground. The dead animals should be immediately covered with a minimum of 6 inches of soil and a final cover of a minimum of 30 inches of soil.
2. The location of a burial site should be at least 500 feet from any wells, surface water, intake structures, public drinking water supply lakes, intermittent waterways, springs or sinkholes.
3. When growers are unable to manage their agricultural wastes or large dead animals on-site and the grower cannot, for practical or monetary reasons, utilize a renderer, the wastes must be disposed of at Finley Buttes Landfill. The Landfill must be contacted and give prior

authorization before they will be accepted.

Large scale animal deaths may occur, such as natural disasters, disease outbreaks or a disease eradication and control program. Management of such large scale loss may be beyond the scope of methods discussed in these recommendations. In such cases, the Oregon Department of Agriculture, with the assistance of the Department of Environmental Quality, will develop an emergency plan for proper management of the large scale death loss.

#### **Toxic and Radioactive Waste:**

This section is primarily devoted to the Umatilla Chemical Depot which straddles the Morrow and Umatilla County border. The Umatilla Chemical Depot is a 19,728 acre military facility established as an Army ordnance depot in 1941. It is a facility that was established for storing conventional and chemical munitions which include a stockpile of projectiles, rockets, land mines, spray tanks and bombs containing nerve and blister agents.

In accordance with Federal law, the Army has built and is operating an incineration facility to incinerate the over 3,700 tons of toxic agents stored at the Depot. When the incineration project is finished the Umatilla Chemical Depot is slated for realignment under the Base Realignment and Closure program. At that time, the County, as part of the Local Reuse Authority, will participate in discussions concerning future use of the land.

Morrow County passed the Toxic Waste Ordinance in 1997 which requires accounting and fees and establishes enforcement procedures over Morrow County's authority concerning the Umatilla Chemical Depot but the Ordinance is specific in its language and may not be broad enough to encompass other potentially dangerous toxic waste disposition in the County.

It is assumed when the toxic chemical incineration process at the Depot is finished, there will be no more toxic chemicals on Morrow County land. If toxic chemicals do, in fact, remain, the Morrow County Toxic Waste Ordinance will apply.

#### **Recommendation**

1. Morrow County Ordinance #MC-C-1-97, called The Toxic Waste Ordinance, should be reviewed and possibly amended to further address other potential toxic wastes in Morrow County.

#### **Liquid Wastes:**

This section of the Plan addresses liquid wastes as part of the waste stream in Morrow County. Liquid waste has several cross-overs and links with other waste components such as biosolids and agricultural wastes. Hazardous waste also has a liquid component.

Liquid wastes are generally dealt with as part of the component of waste they fall into. For example, if a truckload of milk from one of the dairies spilled into a waterway, it would become a hazardous waste and dealt with as such.

Industrial wastewater and sewage sludge is discussed in the Land Application section of Chapter Six.

A use for liquids in a solid waste context is at the Finley Buttes Landfill. State law allows the Department of Environmental Quality to authorize the addition of liquid waste or water in a controlled fashion to enhance the decomposition of solid waste, if the disposal site otherwise meets the requirements of Oregon Revised Statutes.

#### **Recommendation**

1. Finley Buttes Landfill can accept certain liquid wastes for disposal. Generators who wish to dispose of liquid wastes should check with the Landfill for disposal options and requirements.

## **Large Items and Disaster Events:**

### **Large Items**

While collection, recycling and disposal opportunities exist for large items, some items are particularly inconvenient and/or expensive to handle. As a result, inert bulky items make up a large share of solid waste accumulated in personal dump stockpiles and at illegal dump sites.

Finley Buttes Landfill, for example, accepts old manufactured homes such as old single-wides for disposal. The large appliances have to be removed, but the Landfill will accept them also for the regular appliance fee.

Large vehicles such as old combines and trucks are not accepted at the Landfill, but must be disposed of with the assistance of a scrap metal dealer or salvage operator. There are scrap metal dealers and salvage operators located in the County.

### **Disaster Events**

Disaster events can result in significant solid waste cleanup and clearing work. As communities and residents begin to clear debris, the County, in cooperation with the State of Oregon, can offer plans and guidelines for accomplishing the inevitable work of restoring the landscape and communities

### **Recommendations**

1. Local scrap metal dealers and salvage operators should be used for the recycling of large equipment.
2. Finley Buttes Landfill should be used for the disposal of old manufactured homes.
3. See the management of other large items in Chapter Eight.
4. In order to more fully deal with disaster events, it is recommended that the County prepare a Pre-disaster Mitigation Plan to plan for and mitigate solid waste issues after a disaster event.

5. Where possible, prevention, reuse, and recycling is encouraged in dealing with solid wastes generated as a result of a disaster event. In addition, proper attention to the types and appropriate separation of debris should to be considered. Final disposal costs can be greatly reduced while ensuring all disaster-related solid wastes are properly managed. For example, tree and limb debris can be managed separately from demolition debris which may contain hazardous components.
6. The following are a few issues which should be addressed when a disaster event has caused a solid waste disposal problem:  
Alternative, temporary solid waste collection site use may need to be established as permanent facilities may be hampered by excessive demand on their services, special provisions for the disposal of food spoilage caused by sustained power outages should be provided, loss of livestock, pets and natural wildlife will cause special disposal concerns, Household hazardous waste from extensively damaged structures will require special cleanup/pickup procedures.

### **Recommendations for Evaluating a New Waste Category or Project not Covered in This Plan:**

The Management and handling of Special Wastes not covered by the Plan should be taken through a decision making process whereby the following will be taken into account.

#### **Goals and Laws:**

Review whether the solid waste topic follows the spirit of the Oregon State waste management hierarchy for solid waste: waste prevention, reuse, recycling, composting, and finally, disposal as the last alternative. The scope of this criteria should take in Morrow County, the region,



State-wide, or even perhaps a larger inter-state region. Along with compliance with the solid waste management hierarchy, other goals include the need to be in compliance with state and federal law, protecting the environment, providing local business and job opportunities, saving resources and economic benefits for the County and region. Goals must also include compliance with Morrow County Comprehensive Plan, Solid Waste and Land Use Regulations.

**Reliable Information:**

Successful planning can only be made with reliable information about the quantity and type of material involved. Without a good idea of scale and proportion that can be expected, decisions about equipment, space needs, facilities, transportation, or real economic and environmental impacts cannot be reliably made. This also identifies large weight and volume waste items and gives baseline data for later assessment. In other words, how big is this project going to be and what is the potential for the future?

In many instances Finley Buttes Landfill will be able to accept for disposal special wastes produced within the Morrow County watershed. This landfill should be considered the disposal option of choice when the waste is permitted to be disposed of at that location.

**Context:**

Perhaps the most relevant of all is the context of a new waste category or project not covered in this Plan. The waste project should be relevant to what the citizens of Morrow County reasonably can or wish to be willing to accommodate given our relatively small population, low funding levels for governmental services, agricultural nature and other regional cultural considerations.

## CHAPTER EIGHT - ILLEGAL METHODS OF DISPOSAL

### **Illegal Dumps:**

Personal, illegal dumps persist in many of the isolated parts of rural America. They are often holdovers from past public habits of siting convenient open dumps which today continue unchecked and unabated since they were started possibly decades in the past. Since the 1970s when open dumps and open burning of solid waste became illegal in Oregon, the composition of solid waste has changed so that it is no longer just unsightly and offensive. Solid waste today is likely to contain disease vectors and toxic or hazardous materials that, when deposited into the environment, create potentially significant groundwater, soil and air pollution issues.

Personal dumps are likely to consist of household waste, dumped and burned in a nearby low area or illegally dumped materials that are large and bulky items such as tires, construction debris, old appliances, mattresses, furniture and other items which are typically difficult to dispose of.

### **Regulatory Requirements**

ORS 459.205 states: Except as provided by ORS 459.215, a disposal site shall not be established, operated, or maintained without a permit issued by the Department of Environmental Quality. Disposal sites, by nature or volume of solid waste therein are likely to create a public nuisance, health hazard, air or water pollution or other serious problem and are therefore regulated by the Department of Environmental Quality to diminish the adverse consequences of unmanaged disposal sites.

### **Illegal Dumps in Morrow County**

There are numerous locations along Morrow County's roads and on private properties where anonymous dumpers have deposited old furniture, appliances and other debris too large or difficult to easily dispose of. The County would benefit from

a dedicated, funded clean-up program to help eliminate illegal dumping sites along the County's roads and on public and private properties where it cannot be easily established regarding who originated and/or contributed to the illegal dump site. People who manage personal dumps of household waste and other large waste items such as tires, appliances and other debris tend to be unaware of the consequences of maintaining and/or burning them. As each year passes the dumps may get larger and even more of a hazard. The Department of Environmental Quality provides informational literature and fact sheets concerning personal dumps and open burning.

### **Recommendation:**

See below

### **Burning:**

Open burning of household garbage and non-vegetation refuse is not only a public nuisance but also a threat to public health and the environment due to the emission of toxic substances. The US Environmental Protection Agency has determined that such open burning today constitutes the largest source of dioxins released to the environment in the United States, far exceeding the emissions from commercial waste incinerators. Dioxins are carcinogenic substances that persist in the environment and can be taken up in the food chain. Not only can nearby residents be exposed through smoke inhalation, but dioxin that falls out on crops is absorbed by plants and animals and ultimately by human consumers of those products.

### **Regulatory Requirements**

Open burning rules are outlined in OAR 340-264-0010 through 0190. State policy on open burning is aimed to eliminate open burning disposal practices where alternative disposal methods are feasible and practicable and to regulate specified types

of open burning. Generally, open burning is prohibited when it creates a nuisance or a hazard to public safety or emits dense smoke or noxious odors. Open burning is prohibited when meteorological or air quality conditions warrant it. Solid waste is prohibited from open burning pursuant to OAR 340-093-0050.

Specific rules for Morrow County included in 340-264-0010, are as follows:

- a. Industrial open burning is prohibited, except as provided in OAR 340-264-0180.
- b. Agricultural open burning is allowed pursuant to ORS 468A.020 and the requirements and prohibitions of local jurisdictions and the State Fire Marshal.
- c. Commercial open burning is allowed subject to OAR 340-264-0050, 0060, 0070, and the requirements and prohibitions of local jurisdictions and the State Fire Marshal.
- d. Domestic open burning is allowed subject to the requirements and prohibitions of local jurisdictions, the State Fire Marshal, and OAR-340-0050, 0060 and 0070.
- e. Slash burning on forest land within open burning control areas not regulated by the Department of Forestry under the Smoke Management Plan is prohibited, except as provided in OAR 340-264-0180.

Exempt from the State Requirements in OAR 340-0050 and 0060 are:

- a. Recreational fires and ceremonial fires, for which a fire is appropriate;
- b. The operation of any barbecue equipment;
- c. Fires set or permitted by any public agency in the performance of its official duty;
- d. Fires set for the purpose of disposal of dry tumbleweed plants that have been broken off and rolled about by the wind;
- e. Agricultural burning for disease or pest control when the fire is set or authorized in writing by the

- f. Department of Agriculture; and Open burning of carcasses of animals that have died or been destroyed because of an animal disease emergency. The burning is to be conducted by an authorized representative of the Oregon Department of Agriculture.

### **Recommendations - Burning and Illegal Dumps**

1. Provide the Citizens of Morrow County information in the form of brochures and flyers to be distributed in such a manner as to be effective for helping educate citizens about closure and/or removal requirements for their personal dumps.
2. Pursue the establishment of regular collection events for bulky items with sponsorship by Finley Buttes Landfill and the local, franchised solid waste collectors.
3. The County should assume responsibility for the cleanup of solid waste from anonymous dumpers along roadsides, with funds dedicated for that purpose. Additionally, the County should have cleanup support from Finley Buttes Landfill and the franchised collectors.
4. Enlist the participation of the cities and local rural fire protection districts to help inform residents about the requirements for open burning permits.
5. Enforcement of illegal dumping and open burning regulations should be referred to the County Code Enforcement program and/or to the Department of Environmental Quality.

## **-CHAPTER NINE - ADMINISTRATION**

### **Introduction:**

This chapter describes the County's existing practices and policies for managing solid waste in Morrow County and presents recommendations for meeting the stated goals of the County's solid waste management system in the future.

### **Regulatory Requirements:**

The primary State Laws and regulations directly governing the administration and enforcement of solid waste handling and management activities are ORS 459.005 to ORS 459-997 and OAR 340, Divisions 93 - 97.

Local government obligations for solid waste management and administration are listed in ORS 459.017 and 459.065. ORS 459.017(b) states that local government units have the primary responsibility for planning for solid waste management, under which the development and implementation of this Solid Waste Management Plan is authorized.

ORS 459.065 states: A local government unit may enter into agreements the County determines as desirable for franchising, solid waste management plans, disposal sites and landfills, and for the promotion and development of markets for energy and material recovery.

The incorporated cities of the County, Boardman, Heppner, Lone and Irrigon, (excepting Lexington), administer their own solid waste regulations as well as those having to do with solid waste collection and nuisance ordinances which provide for the abatement of solid waste accumulation or dumping on private property when such waste creates a public nuisance, a hazard to health, or an unsightly condition.

Morrow County has attempted to provide

good oversight and direction in fulfilling its obligation for planning for solid waste management. The Morrow County Solid Waste Management Ordinance regulates the collection, transportation and disposal of solid waste and the creation and operation of disposal sites. Morrow County also has a Nuisance Ordinance, a Toxic Waste Ordinance and the Penalty for Transporting Uncontained Solid Waste Ordinance.

### **Responsibilities:**

The County Court bears the responsibility for appointing the Solid Waste Advisory Committee (SWAC) members and appointing a solid waste administrator. The Court also approves the solid waste franchises and licences, and provides for enforcement and funding. The Solid Waste Administrator manages the solid waste programs, including budget, personnel and day to day solid waste administrative duties.

### **Solid Waste Advisory Committee (SWAC):**

The Morrow County Solid Waste Advisory Committee meets and discusses solid waste issues having to do with Finley Buttes Landfill as required by ORS 459.320, 325, and 330. Generally, once a quarter, the SWAC meets to: hear a report from the operator of Finley Buttes Landfill concerning the new and ongoing business of the Landfill; discusses possible solutions for the improvement of traffic and littering along Bombing Range Road; and makes recommendations to the County Court concerning transportation and solid waste issues.

The County is facing an increasing level of solid waste management needs in the form of recycling requirements, collection improvements, transportation needs, enforcement issues and administration of the County's solid waste programs. The SWAC

and County Court should consider whether to keep the present duties and configuration of the SWAC the same or to expand the duties of the SWAC to help discharge and manage Morrow County's solid waste management agenda items.

#### **SWAC Recommendations**

The County Court should expand the duties of the SWAC to:

1. Provide leadership for the development and funding for the County's Solid Waste Prevention Program;
2. Look for and propose solutions to the recommendations of the Morrow County Solid Waste Management Plan (SWMP);
3. Create an Annual Report for the County Court documenting implementation of the SWMP and any necessary regulations or amendments to the Solid Waste Ordinance;
4. In consultation with responsible public officials and interested persons, periodically review the Solid Waste Management Plan for modification by the County Court;
5. Develop and recommend to the appropriate agency or the County Court minimum standards for location and operation of recycling and/or collection sites, to include, but not limited to, protection of adjacent and nearby residents;
6. Expand the SWAC membership to create a more broad knowledge base concerning solid waste in the County by recruiting new members such as the solid waste collectors and recyclers, cities, the Port of Morrow, and other people with solid waste interests. With a larger membership the SWAC could more

easily address increased responsibilities.

#### **Administration:**

The duties of administrator of the solid waste programs has been shared in an uncoordinated manner, mostly between the Planning Director, the District Attorney, and the Public Works Department, which has responsibility for the transfer stations.

Recently the Planning Department has been significantly involved because the their coordination of the Solid Waste Management Plan update process.

#### **Administration Recommendations**

1. In the best interests of effective solid waste program management the County Court needs to appoint one department or entity best suited to administer the solid waste programs.
2. The Public Works Department should maintain responsibility for the transfer stations.
3. Land use decisions need to remain the responsibility of the Planning Department.

#### **Enforcement:**

The object of enforcement is to ensure the solid waste system is administered and managed in accordance with the solid waste laws and regulations of both the State and the local jurisdictions. Morrow County and the cities have the authority through State Law and nuisance ordinances to control illegal solid waste related activities. Budget and staff restrictions, however, limit their involvement in monitoring and abating solid waste accumulation or illegal dumping activities.

### **Regulatory Requirements**

ORS 459.108: Civil penalty to enforce ordinance prohibiting action described in ORS 164.775, 164.785 or 164.805:

(1) A city or county may impose a civil penalty to enforce the requirements of an ordinance that prohibits any action or conduct described in ORS 164.775, 164.785 or 164.805.

(2) An ordinance described in subsection (1) of this section may establish a maximum or minimum amount for the civil penalty imposed under the ordinance for each violation. The total amount of the civil penalty may be increased to include all of the costs incurred by the city or county in removing the refuse or offensive substance unlawfully placed on property and in eliminating the effects of such unlawful placement.

(3) A civil penalty imposed for violation of an ordinance prohibiting any action or conduct described in ORS 164.775, 164.785 or 164.805 shall be an alternative to criminal enforcement of the ordinance. A city or county that commences and maintains a civil action to collect such a civil penalty from any person shall not cause a criminal prosecution to be commenced or maintained against that person for the same violation of the ordinance.

(4) When a city or county ordinance prohibits any action or conduct that is described in ORS 164.775, 164.785 or 164.805, a name found on various items in a deposit of rubbish or other solid waste placed on land or in water in violation of the ordinance constitutes rebuttable evidence that the person whose name appears on the items has violated the ordinance. However, the rebuttable presumption created by this subsection exists only when a name on items denotes ownership of the items, such as the name of an addressee on an envelope.

One other form of solid waste enforcement is provided by the Department of Environmental Quality (DEQ). The Department of Environmental Quality may take whatever action is appropriate for the

enforcement of its rules or orders. They can provide for the adoption and enforcement of recycling rates and standards as well as performance standards necessary for safe, economic and proper solid waste management.

### **Enforcement In Morrow County**

Morrow County has an ordinance which establishes a procedure for enforcement of County ordinances and the Morrow County Nuisance Abatement Ordinance which allows the County to respond to public health, safety and nuisance concerns.

The Code Enforcement Officer is authorized to conduct investigations, issue stop orders, issue citations, and generally initiate and prosecute enforcement actions. Presently, a civil penalty against a violator is a fine, reimbursement to the County for costs incurred in prosecuting, cleaning up or abating, or a lien if the penalties or costs assessed against a violator are not paid within 60 days.

The primary enforcement responsibilities of the Code Enforcement Officer have been to respond to illegal dumping and nuisance abatement. The responses have been on a "complaint-driven" basis. There is no history of proactive illegal dumping cleanup or abatement.

### **Enforcement Recommendations**

1. The County should continue to support the Code Enforcement Officer by utilizing the enforcement provisions of State Law and the County Ordinances.
2. The County should undertake proactive measures to address illegal dumping and open burning as recommended in Chapter Eight.

### **Funding:**

The sources of revenue for solid waste programs in the past or future have never been established by Morrow County. The

County operates the transfer stations and expenses are partially paid for by the fees they generate. The shortfalls are absorbed by the Public Works Department/General Fund. Solid waste programs have been administered as an extra duty by the Public Works Department and the Planning Department with no permanent fiscal appropriations.

The County has the primary responsibility to make sure standards and programs are implemented for solid waste management.

### **Funding Options**

#### **County Resources**

The County may be able to fund a part time solid waste program administrator position with existing resources. However, given the competition for these resources, it is probably a better approach to consider dedicated funds. The options for funding these activities include using part of current solid waste revenue, such as franchise fees and a dedicated portion of solid waste tippage fees.

#### **Service Districts**

Alternatively, the County could create a Solid Waste Service District with the intent to levy a tax to fund solid waste services and programs appropriate to various sections of the County with varying needs as well as to fund the general solid waste programs appropriate for the County as a whole. The authorization to create a solid waste service district is contained in ORS 451 County Service Facilities.

#### **Grants**

Solid waste program grants are available from the Department of Environmental Quality. They are awarded each year to local governments for recycling and solid waste prevention or reduction projects. Once the local jurisdiction receives grant money, the locality may contract with community groups, private individuals, non-profit organizations, schools, businesses or chambers of commerce to implement grant-funded projects.

Grants are also available from the Federal Government. The U.S. Department of Agriculture Rural Development Program offers solid waste management grants. Their grants may be used to provide technical assistance and/or training to help communities reduce the solid waste stream. The Environmental Protection Agency (EPA) offers solid waste grants to government agencies and non-profit organizations to promote waste reduction and the safe and effective management of solid waste. EPA solid waste grants generally fund program development or pilot projects which promote waste reduction, recycled-content products, markets for recycled materials, or assist in the development of solid waste management plans and the clean up of open dumping.

#### **Cooperative funding**

Cooperative funding between the local cities, nearby counties, commercial interests and the Port of Morrow could contribute to hazardous waste collection programs, roadside debris cleanup, waste tire collection events and other periodic solid waste events.

#### **Financial Assurances**

Finley Buttes Regional Disposal Site has, in its agreement with Morrow County, provided a Closure Fund, which is held by the County Treasurer in a special fund and deposited in an interest-bearing account. In a few short years of the drafting of this Plan the account will equal \$1,000,000. At that time, Finley Buttes will terminate the monthly payments and has authorized funds accumulating in the fund in excess of \$1,000,000 to be used to "reduce Solid Waste disposal rates of Persons within the County or to enhance Solid Waste disposal facilities within the County." The County should be prepared to apply to Waste Connections, Inc. for use of these excess funds for the purpose of enhancing solid waste facilities and programs, upon agreement between the County and Waste Connections, Inc. and in accordance with Department of Environmental Quality Administrative Rules.

### **Recommendations**

1. Provide funding for and hire a part-time solid waste program administrator. The role of the administrator would be to support the SWAC and implement the adopted Solid Waste Management Plan in conjunction with the cities and the franchised collectors. As part of the Program, the administrator should support a public awareness campaign to educate citizens and businesses in the County.
2. Seek available grants from the Department of Environmental Quality and other applicable jurisdictions to help fund the County's solid waste program needs.
3. Look for cooperative funding as a contribution to County solid waste activities such as hazardous waste collection programs, roadside debris cleanup, waste tire collection events and other periodic solid waste events.
4. Investigate the opportunity for the use of the Finley Buttes Landfill Closure Fund, when it reaches the agreed maximum, to be used specifically to fund solid waste facilities and programs.

### **Adoption and Amendment**

#### **Process:**

##### **Preliminary Drafts**

The Plan and/or Ordinance should be reviewed by the SWAC and the Solid Waste Administrator, and may include the Planning Department, Health Department, and Public Works Department. Additionally, appropriate local jurisdictions including all the cities, towns, districts and counties participating in the Plan and the Department of Environmental Quality, as appropriate, should be included.

During a comment period lasting a minimum of 30 days after the notice of publication the County Court should hold two public hearings on the draft plan. Should the Court deem it to be necessary an open house type meeting should be held before adoption of the Plan or Ordinance.

##### **Final Draft**

Once the Draft Plan or Ordinance has gone through the public process and the County has addressed comments received, and there are no substantial changes, the County Court should hold a third and final hearing in order to adopt the Plan or Ordinance within a reasonable amount of time. Should the Plan or Ordinance need substantial changes, the public comment period and hearings should be repeated.

##### **Plan and Ordinance Maintenance**

The Plan and Ordinance should be periodically evaluated to determine whether recommended actions have taken place and whether they have been effective in achieving the recommendations and goals of the Plan. Subsequent Plan and Ordinance revisions and amendments should be developed, reviewed and approved according to the steps described in the Preliminary Draft paragraph above.



**MORROW COUNTY  
SOLID WASTE MANAGEMENT ORDINANCE**



Adopted by the Morrow County Court  
Morrow County, Oregon  
April 19, 2006

**Morrow County Solid Waste Ordinance  
Table of Contents**

<b>Section 1.000. Title</b> .....	1
<b>Section 2.000. Definitions</b> .....	1
<b>Section 3.000. Purpose and Policy</b> .....	1
<b>Section 4.000. County Responsibilities</b> .....	1
<b>Section 5.000. Public Responsibilities</b> .....	1
5.010. Transportation of Solid Waste .....	1
5.020. Accumulation, Littering and Disturbance of Solid Waste Prohibited .....	2
5.030. Responsibility for Proper Disposal of Hazardous Waste .....	2
5.040. Open Burning .....	2
<b>Section 6.000. Solid Waste Advisory Committee (SWAC)</b> .....	2
6.010. Duties .....	2
6.020. Membership .....	3
<b>Section 7.000. Franchising of Solid Waste Collection</b> .....	4
7.010. Exemptions .....	4
7.020. Application for a Collection Franchise .....	4
7.025. Existing Collection Providers .....	5
7.030. Application Review .....	5
7.040. Responsibilities of Franchisees .....	6
7.050. Rate Standards .....	7
7.060. Renewal of Franchise .....	8
7.070. Interruption of Service .....	8
7.080. Enforcement and Corrective Action .....	8
7.085. Suspension, Modification, Revocation or Refusal to Renew Franchise .....	8
<b>Section 8.000. Licensing for Recycling</b> .....	9
8.010. Exemptions .....	9
8.020. Application .....	10
8.030. Applicant Requirements .....	10
8.040. License Requirements .....	10
8.050. Financial Assurance .....	10
8.060. Record Keeping .....	10
<b>Section 9.000. Licensing of Solid Waste Disposal</b> .....	11
9.010. Exemptions .....	11
9.020. Application .....	11
9.030. Requirements .....	11
9.040. Existing Disposal Site License Holders .....	12
9.050. Application Review .....	12
9.060. Responsibilities of License Holders .....	13
9.070. Transfer of Pledge for a Disposal License .....	13

<b>Section 10.000. Fees</b> .....	14
10.010. Application Fees .....	14
10.020. Collection Franchise Fees .....	14
10.030. Recycling License Fees .....	14
10.040. Disposal Site License Fees .....	14
10.050. Finley Buttes Regional Landfill Closure Fund .....	14
10.060. Transfer Station Fees .....	15
<b>Section 11.000. Oversight and Enforcement</b> .....	15
11.010. Parties Bound .....	15
11.020. Acceptance .....	15
11.030. Severability and Appeals .....	15
11.040. Repeal of Ordinances .....	15
11.050. Enforcement of Ordinance .....	15
11.060. Amendments and Adoption .....	16

**MORROW COUNTY  
SOLID WASTE MANAGEMENT ORDINANCE**

**SECTION 1.000. TITLE**

This ordinance shall be known as the "Solid Waste Management Ordinance" (Ordinance) and shall be so cited and pleaded.

**SECTION 2.000. DEFINITIONS**

The definitions to be applied to this Ordinance are found in the Morrow County Solid Waste Management Plan and shall be used as such. The definitions are provided as an addendum to this Ordinance.

**SECTION 3.000. PURPOSE AND POLICY**

To protect the health, safety and welfare of the people of Morrow County, hereafter referred to as the County, and to meet the goals of the Solid Waste Management Plan, it is declared to be the policy of the County to regulate solid waste management by:

1. Following the priorities on managing solid waste provided in Oregon Revised Statute (ORS) 459.015(2);
2. Providing for the safe and sanitary accumulation, storage, collection, transportation and disposal of solid waste;
3. Providing the opportunity to recycle as part of the overall solid waste plan;
4. Providing for public input in solid waste management and recycling through the Solid Waste Advisory Committee; and
5. Prohibiting accumulation of waste or solid waste on private property in such manner as to create a public nuisance, a hazard to health or a condition of unsightliness, and to provide for the abatement of such conditions where found.

**SECTION 4.000. COUNTY RESPONSIBILITIES**

The Administrator, (Administrator means the Planning Director, or other person(s) designated by resolution of the County Court to administer the Solid Waste Management Plan and this Ordinance, and the duly authorized deputy or assistant of such person) under the supervision of the County Court, shall be responsible for the administration and enforcement of the Morrow County Solid Waste Management Ordinance. In order to carry out the goals and duties imposed by the Morrow County Solid Waste Management Plan and Ordinance the Solid Waste Advisory Committee through the Administrator or the Administrator's authorized designee shall have the discretion to expend funds for any and all solid waste management activities within an approved budget.

**SECTION 5.000. PUBLIC RESPONSIBILITIES**

Public responsibility requires the citizens of Morrow County comply with items two and five of Section 3.000 Purpose and Policy of this Ordinance.

**5.010. Transportation of Solid Waste**

No person shall transport or self-haul, as defined in the Solid Waste Management Plan, solid waste on a public road unless such waste or solid waste is covered and secured. "Covered and Secured" includes:

1. Loads which are totally contained within an enclosed vehicle or container;
2. Loads of solid waste contained in garbage cans with tightly fitting lids, tied plastic solid waste disposal bags or similar totally enclosed individual containers that are completely contained within the walls of a vehicle or container, such that no solid waste can reasonably be expected to escape during hauling;
3. Loads of brush, building materials and similar bulky materials which are secured in or on the hauling vehicle or completely contained within the walls of a vehicle or container, such that none can reasonably be expected to escape during hauling; or
4. Loads consisting entirely of rock, concrete, asphalt paving, stumps and similar materials that are completely contained within the walls of a vehicle or container, such that none can reasonably be expected to escape during hauling.

**5.020. Accumulation, Littering and Disturbance of Solid Waste Prohibited**

No person shall accumulate or store wastes in violation of the Morrow County Nuisance Ordinance or in violation of regulations of the Oregon Littering Provisions (ORS 164.775 - 805).

No unauthorized person shall remove the lid from any solid waste container or collect, disturb or scatter solid waste stored in the container or deposit solid waste into the container.

**5.030. Responsibility for Proper Disposal of Hazardous Waste**

The owner, operator, or occupant of any premise, business, establishment, or industry shall be responsible for the satisfactory and legal disposal of all hazardous solid waste generated or accumulated by them on the property. All hazardous solid wastes shall be disposed of at an appropriate solid waste disposal site licensed to receive such waste, or in a manner consistent with Department of Environmental Quality regulations. It shall be unlawful for any person to dump, deposit, bury, or allow the dumping, depositing or burying of any hazardous solid waste onto or under the surface of the ground or into the waters of the state, except at a State permitted solid or hazardous waste disposal site.

**5.040. Open Burning**

Woody debris, brush, leaves, grass, tumbleweeds, wood and cuttings from trees, lawns, shrubs and gardens (excepting paper, cardboard, or wood containers in commercial quantities) may be burned on private property only if the method of burning is approved by the local fire department and is done in accordance with the rules and regulations of the Oregon Department of Environmental Quality. Agricultural open burning is allowed pursuant to Oregon air pollution laws (ORS 468A.020) and the requirements and prohibitions of local jurisdictions and the State Fire Marshal.

Open burning of any waste materials, including on agricultural lands, that normally emit dense smoke, noxious odors, or that create a public nuisance is prohibited. These materials include, but are not limited to, household garbage, plastics, wire, insulation, auto bodies, asphalt, waste petroleum products, rubber products, animal remains, and animal or vegetable wastes resulting from the handling, preparation, cooking, or service of food.

**SECTION 6.000. SOLID WASTE ADVISORY COMMITTEE (SWAC), ESTABLISHMENT, MEMBERSHIP AND RESPONSIBILITIES**

There shall be a Solid Waste Advisory Committee (SWAC). The purpose of the SWAC shall be to help discharge and manage Morrow County's solid waste management agenda duties.

**6.010. Duties.**

The duties of the Solid Waste Advisory Committee shall be to:

1. Provide a forum for citizen comments, questions and concerns about solid waste topics as deemed appropriate and necessary by the County Court

2. Provide leadership for the development, funding and implementation of the County's solid waste programs, including meeting state mandated recycling goals;
3. Create an Annual Report for the County Court documenting implementation of the Solid Waste Management Plan and any necessary regulations or amendments to the Solid Waste Ordinance. (The Annual Report shall also summarize local citizens' concerns about solid waste);
4. In consultation with responsible public officials and interested persons, periodically review the Solid Waste Management Plan and provide recommendations for modification to the County Court;
5. Develop and recommend to the County Court standards for the location of recycling and/or collection sites in order to provide service to under-served areas. (These standards will include, but not be limited to, protection of adjacent and nearby residents); and
6. Recommend to the County Court solid waste collection rates and the adjustment of these rates, based upon information submitted by the County's solid waste collection franchisees.

6.020. Membership.

The Solid Waste Advisory Committee membership shall consist of seven persons appointed by the County Court. The Court may appoint or approve designation of alternates to serve in the absence of persons appointed to the Committee. The Committee shall select one member as Chair and another as Vice-Chair. Four members of the Committee shall constitute a quorum for the transaction of business. The Committee shall meet at least four times each year. The Committee members shall serve a term of four years, each term commencing on July 1 of each renewal year. Committee membership terms shall be established so that the terms of membership do not expire at one time. Administrative support shall be provided by the Administrator or designee. The Committee membership shall include the following positions:

POSITION	REPRESENTATION	TERM TO RENEW IN YEAR:
Position One	Representative of Finley Buttes Landfill	2005
Position Two	Representative residing near or adjacent to Finley Buttes Landfill	2005
Position Three	Representative of owners of real property near or adjacent to Finley Buttes Landfill	2006
Position Four	Representative of the Port of Morrow or an incorporated City of Morrow County	2006
Position Five	Representative of the franchised solid waste collectors serving the County	2007
Position Six	Person representing the County at large	2007
Position Seven	Person representing the County at large	2008

The following persons may be appointed by the Court as ex officio members to participate in proceedings of the Committee, but not to vote: the County Public Works Director, the County Planning Director, and a representative of the County Court. Regularly invited guests should

include, but not be limited to, designee of the Department of Environmental Quality, cities, and rural fire protection districts. In order for guests or ex-officio members to become fully participating members of the Solid Waste Advisory Committee, this Ordinance must be amended to allow a larger membership.

**SECTION 7.000. FRANCHISING OF SOLID WASTE COLLECTION**

No person shall solicit for service customers or provide solid waste collection service for compensation in the County without first acquiring a franchise as required by this Ordinance unless specifically exempted as listed in this section. This franchise requirement does not apply within the limits of an incorporated city, except as may be provided through an agreement between the city and the County.

**7.010. Exemptions to Requirement for Solid Waste Collection Franchise**

The following persons or practices are exempt from the requirements of this Section:

1. A private charitable organization which regularly engages in the collection and reuse of repairable or cleanable discards, such as the Salvation Army, St. Vincent DePaul, Goodwill, and similar organizations;
2. A religious, charitable, benevolent or fraternal organization, which is not organized for solid waste management purposes, and which is using the activity for fund raising, such as scouts and churches, and which collects, reuses or recycles totally source separated materials, or operates a collection center for totally source separated materials;
3. The collection, transportation or redemption of returnable beverage containers under the "Bottle Bill" (ORS Chapter 459);
4. A producer who transports and disposes of waste created as an incidental part of the regular operation of a licensed business, such as an auto wrecking business, a janitorial service, a gardening or landscaping service, and a septic tank pumping or sludge collection or disposal service;
5. A person who deals in the practice or business of totally source separated solid wastes and selling these materials for fair market value and when the activity has been licensed under this Ordinance with a Recycling License under Section 8.000; and
6. A self-hauler, as defined in the Solid Waste Management Plan, hauling solid waste and/or recyclables to a permitted solid waste disposal site.

**7.020. Application for a Collection Franchise**

Application for a collection franchise shall be made on forms provided by the Administrator. In addition to information required on the forms, the Administrator may require the filing of any additional information deemed necessary to insure compliance with this Ordinance. The forms shall provide for the application for a new collection franchise, a transfer, or an expansion of the collection area.

An applicant for a collection franchise or for a collection franchise transfer shall demonstrate the following to the satisfaction of the Court:

1. The need for the collection service in the area applied for;
2. Has a majority of the service accounts in the service area for which they have applied, as evidenced by a list of customers served;

3. The applicant has available collection vehicles, equipment, land, facilities, personnel and sufficient financial resources to provide the proposed service and to meet the standards established by ORS Chapter 459 and applicable administrative rules. If the applicant proposes to serve an area which is wholly or in part under franchise to another person/organization, or to replace such person/organization upon expiration of the existing franchise, the applicant shall have available on the beginning date of the proposed franchise term collection vehicles, containers and other equipment equal to that presently used in servicing the area;
4. The applicant has sufficient experience to insure compliance with this Ordinance. If the applicant does not have sufficient experience to the satisfaction of the Court, the Court may require the applicant to submit a corporate surety bond, issued by a person or company authorized to do business in the State, in the amount of not less than \$20,000, guaranteeing full and faithful performance by the applicant of the duties and obligations of a franchisee under the provisions of this Ordinance and applicable federal, state and local laws and rules or regulations, and holding Morrow County harmless from liability;
5. The applicant shall submit a certification acceptable to the County Court of public liability insurance with a thirty (30) day notice of cancellation clause, covering the business's operations and including coverage of each vehicle operated by the applicant. The insurance coverage shall be in the amounts equal to, or over the amounts established as the minimum requirements by the Oregon Tort Claims Act now in force or as modified by future legislative action. The insurance shall indemnify and hold Morrow County harmless against any liability or damage to persons or property arising from the franchisee's business operation; and
6. When requesting a transfer of franchise, the applicant must submit, as part of the application, a letter from the current franchisee requesting the transfer.

7.025. Existing Collection Providers

Persons providing collection service on the effective date of this Ordinance, whether or not that service has been already provided pursuant to a franchise or order, and who are not exempt under this Ordinance shall file an application for an appropriate franchise together with any required information within 60 days after the effective date of this Ordinance. Upon filing the application, such person shall continue to provide existing service until a final determination on the application is made by the County Court or a circuit court on appeal.

7.030. Application Review

Applications shall be reviewed by the Administrator who shall make such investigation as the Administrator deems appropriate and who may request assistance of other persons as necessary.

Upon receipt of an application, the Administrator shall give notice to the holder of or applicant of another franchise for any part of the service area under consideration, or whose existing or proposed service area would likely be affected by the franchise application under consideration.

Unless the time is extended by the Court for good cause, the Administrator shall make a recommendation on the franchise to the Court within 30 days after the application and any required supplemental information have been received.

The Court:

1. May require additional investigation to be made or information to be submitted;
2. May, after providing written notice to interested persons, call an informational public hearing to allow interested persons to testify orally or in writing;



3. Shall, upon the basis of the application and any evidence or testimony submitted, and the Administrators' recommendation, make a finding on the qualifications of the applicant and also on whether additional area should be included; additional services should be provided; additional equipment, facilities, land or personnel should be provided; and whether additional conditions should be imposed; and
4. Shall, upon the basis of its findings, grant, deny, modify or attach appropriate conditions to the application within 30 days from the date of receipt of the recommendation from the Administrator.

Upon receipt of the order granting the franchise, the applicant shall enter into a written franchise agreement with Morrow County which requires compliance with this Ordinance, any applicable provisions of ORS Chapter 459, and any rules promulgated thereunder. The agreement shall provide for the franchisee or the County to, upon mutual agreement, negotiate amendments or modifications of the agreement.

If the Court makes a final order rejecting all or part of the application for a franchise, the applicant may not submit another application containing all or a portion of the same service area for a period of six months unless this provision is waived by the Court upon a finding that the public interest requires reconsideration within a shorter period of time.

#### 7.040. Responsibilities of Franchisees

##### Service.

Franchisees shall furnish adequate and reliable service as authorized and required by the franchise and this Ordinance, ORS Chapters 459 and 459A, and all other applicable laws, rules, or regulations and at rates established by the Court.

##### Recycling.

The franchisee shall work with the County to help implement and meet the State reuse and recycling requirements as outlined in the franchise agreement.

##### Discontinuation of Service.

Except as provided in the Exceptions paragraph below, no franchisee shall voluntarily discontinue service to any of their service area until the franchisee has:

1. Given 90-day written notice to affected customers in the service area;
2. Given 90-day written notice to the Administrator; and
3. Obtained approval of the Court.

##### Complaints and Records.

1. The franchisee shall respond in a timely manner to any written complaints regarding service; and
2. The franchisee shall keep accurate books and records which shall be available during regular business hours for inspection and review by a qualified person designated by the Administrator. Records shall be generated and maintained according to general accounting practices.

##### Reporting.

The franchisee shall file, at a minimum, an annual franchise report to the County Court for the preceding year as stipulated in the franchise agreement. Additionally, the franchisee shall submit a recycling report to the Administrator.

**Exceptions.**

This Ordinance shall not apply to termination of collection service due to:

1. Damage, destruction or failure of equipment due to an act of God;
2. Adverse weather which makes service impossible;
3. Change, restriction or termination of service when required by any public agency, public body or court having jurisdiction;
4. Customer refusal to pay for service in accordance with franchisee's established rates;
5. Transfer of franchises pursuant to this Ordinance;
6. A finding by the Administrator that service at the particular location would jeopardize the safety of the driver of a collection vehicle or of the motoring public, that the customer has not provided reasonable access to the pickup point for the solid waste containers or recyclable materials without hazard or risk to the person providing service, or that weather conditions prevent service to the particular customer;
7. Non compliance with any rule or regulation as outlined in the franchise; and
8. Road closures.

**7.050. Rate Standards.**

Upon recommendation by the SWAC, the County Court shall be responsible for the determination of rates or the establishment of rates, the adjustment of existing rates, and the adjustment of existing rate differentials by zone. This determination shall be based upon information submitted by the franchisee and shall be determined at a public hearing.

When a franchisee wishes to adjust existing rates, a written request, with justification, shall be made to the Administrator. Before any rate is adjusted, the Administrator shall conduct an investigation and make a recommendation to the Solid Waste Advisory Committee (SWAC) at a regularly scheduled SWAC meeting, who will then make a recommendation to the County Court. The County Court shall consider the matter at a regularly scheduled public hearing. The County Court shall then issue an order, setting forth its findings and the appropriate rates and their effective date.

In consideration of rate adjustment, the SWAC and County Court shall give consideration to, but not be limited to, the following:

1. Current and projected revenues;
2. Current and projected operating expenses;
3. Acquisition and replacement of equipment;
4. Professional and consultant services;
5. Construction and maintenance costs;
6. Research, training, and development;
7. Special services;
8. Recycling costs;
9. Reasonable operating margin; and
10. Other matters as deemed relevant by the Court.

Where no rate has been established for a particular type of service, the County Court may establish an interim rate, pursuant to the factors listed above, and included therein shall be a time limit on the interim rate not to exceed 60 days until a final determination is made by the County Court.

**7.060. Renewal of Franchise**

The franchise shall begin, at the adoption of the order and shall be considered as a continuing five-year franchise. That is, beginning January 1 of each year, the franchise will be considered renewed for an additional five year term, unless at least ninety (90) days prior to January 1 of any year either party shall notify the other party in writing of intent to terminate further renewals of this franchise. The Court may later reinstate continuing renewals upon mutual agreement with the franchisee. Nothing in this section restricts the Court from suspending, modifying, or revoking the franchise for cause as outlined in succeeding sections of this Ordinance.

**7.070. Interruption of Service**

Whenever the Court finds that a franchisee's interruption of service could result in creation of a health hazard or a public or private nuisance, the Court shall have the right to, in an Emergency Order, issue a franchise to a qualified solid waste collector to provide service so long as the immediate danger to the public health, or public or private nuisance continues.

**7.080. Enforcement and Corrective Action**

The following actions may be taken:

Investigation.

The Administrator, upon reasonable cause, may make an investigation to determine if there has been a violation of this Ordinance by the franchisee.

Notice of Violation.

If, in the judgement of the Administrator, based upon his or her investigation, there is sufficient evidence to conclude there has been a violation, the Administrator shall notify the franchisee, in writing, of the violation and require the franchisee to take steps to correct the violation and to follow the requirements set forth in the notice. The Administrator shall send a copy of the notice to the Court.

Response.

The franchisee shall provide a written response to the notice within ten calendar days of receipt. The response shall indicate whether the franchisee agrees that there has been a violation and whether, when and how corrective action will be taken. If it appears that the franchisee is unable to or refuses to correct the violation, the Administrator shall make a recommendation to the Court concerning appropriate action. The Administrator may recommend that the franchise be suspended, modified or revoked or that it not be renewed, or that any conditions the Administrator deems appropriate be imposed.

**7.085. Suspension, Modification, Revocation or Refusal to Renew Franchise**

Upon recommendation of the Administrator or on the Court's own motion, the Court may suspend, modify, revoke or refuse to renew a franchise upon a finding that the franchisee has:

1. Willfully violated this Ordinance or Oregon Revised Statute 459, the Franchise, or rules or regulations promulgated thereunder;
2. Made a material misrepresentation in any written documents required to be submitted by the franchisee;
3. Willfully refused to provide service required by this Ordinance or the Franchise, or to take any corrective action required under this Ordinance after written notification and a reasonable opportunity to do so; or
4. Misrepresented the gross receipts from the franchise service area if such reports are required to be submitted by this Ordinance or by order of the Court.

Effective Date - Emergency Order.

If the Court, by order, suspends, modifies, revokes or refuses to renew a franchise, the action

shall not become effective until 30 days after the date of the order unless the Court finds that the order should take effect earlier to prevent a serious and immediate danger to the public health or a public nuisance. The Court may, in an Emergency Order, issue a franchise to a qualified solid waste collector, to provide service so long as the immediate danger to the public health or public nuisance continues.

**Public Hearing.**

The affected franchisee may request a public hearing before the Court by filing a written request for such hearing with the Court within 30 days after the date of the order. Upon filing the request, the Court shall set a time and place for a public hearing. Unless the Court finds it necessary to prevent a serious and immediate danger to the public health or a public nuisance, the Court's action shall not take effect until after the public hearing and final order. The franchisee, other interested persons, affected public agencies or bodies may submit oral or written evidence to the Court relevant to the Court's order.

**Final Order.**

The Court shall, following the public hearing and within 30 days thereafter, affirm, amend or rescind its prior order based upon the evidence contained in the record of the public hearing. The Court shall make written findings of fact based upon such evidence. Subject to circuit court review, pursuant to ORS 34.010, et. Seq., the determination of the County Court shall be final.

**SECTION 8.000. LICENSING FOR RECYCLING**

No person shall collect solid waste or source separated recyclable material with the intent to recycle as a for-profit business within unincorporated Morrow County without first obtaining a recycling license under this Ordinance. No license shall be issued to recyclers who intend to charge a fee for receiving materials meant to be recycled.

**8.010. Exemptions**

Morrow County will exempt the following persons from the recycling license requirement so long as that person reports recycled material toward meeting the State mandated recycling goals when recycling reporting is applicable to a particular activity.

1. A person who sells their own source separated recyclable material generated from their residence or business, excluding those source separated recyclable materials generated by their tenant(s).
2. Persons who are authorized by franchise or under this Ordinance to collect recyclables.
3. Persons who transport recyclable materials from outside Morrow County or through Morrow County.
4. Persons who collect, dispose of, or recycle, rendered animal products, forest products or industrial residues (not to include principal recyclable materials as determined by the Department of Environmental Quality), or materials used for productive purposes in agricultural operations.
5. Persons licensed by the State of Oregon and engaged in conducting business as an auto wrecker or dismantler.
6. Any retail outlet that collects waste oil from the public at no fee.
7. A private charitable organization which regularly engages in the collection and reuse of repairable or cleanable discards, such as the Salvation Army, St. Vincent DePaul, Goodwill, and similar organizations.
8. A religious, charitable, benevolent or fraternal organization, which is not organized for solid waste management purposes, and which is using the activity for fund raising, such as scouts and churches, and which collects, reuses or recycles totally source separate materials, or operates a collection center for totally source separated materials.
9. The collection, transportation or redemption of returnable beverage containers under the "Bottle Bill" (ORS Chapter 459).

**8.020. Application**

Application for a recycling license shall be made on forms provided by the Administrator for County Court approval. In addition to information required on the forms, the Administrator may require the filing of any additional information deemed necessary to insure compliance with this Ordinance.

**8.030. Applicant Requirements**

Each applicant shall demonstrate to the satisfaction of the County Court that:

1. The applicant has obtained Land Use Approval for the recycling site or facility. The Land Use Approval shall utilize the Morrow County Zoning Ordinance and applicable criteria;
2. The applicant has the knowledge, ability, and training necessary to safely manage hazardous materials and emergency response, if applicable;
3. The applicant is able to document end-use markets or provide evidence that the recyclable material can and will be periodically moved off the facility property to markets; and
4. The applicant has appropriate financial assurance to ensure proper closing and/or cleanup of the facility consistent with State environmental requirements.

**8.040. License Requirements**

Each license shall be dated as of the first day of the month in which it is issued or the month when it was required to have been obtained, and it shall expire one year from that date. The license will be considered automatically renewed each year unless at least sixty (60) days prior to the normal expiration date of the license either party shall notify the other party in writing of intent to terminate further renewals of this license. The recycling license will be the controlling document wherein the County Court specifies the terms and conditions and financial assurances necessary for the recycling activity. The license shall hold the condition that the licensee not place a charge on receiving materials meant to be recycled.

**8.050. Financial Assurance**

The amount of financial assurance required by the County Court shall be negotiated on a case-by-case basis to be calculated based on the following considerations:

1. The potential cost of removal and disposal or sale of materials in the case of the premises being abandoned or the operator becoming insolvent;
2. Site cleanup as a result of gradual contamination; and
3. Cleanup of sudden and accidental events.

The assurance may be in the form of insurance, letter of credit, performance or surety bond, Cashier's Check, or a Certificate of Deposit drawn on an established Oregon bank. The County may set up a fund to be contributed to by recycling licensees from which recycling mitigation expenses incurred by the above events could be paid for.

**8.060. Record Keeping**

Each person required to be licensed under this Ordinance shall furnish to the Administrator, on such forms as the licensee shall provide, information including the manner in which recyclables are being collected or received and the amounts of such materials received. Such report shall be furnished at times designated by the Administrator but at least on an annual basis. The report may coincide with reporting requirements of the Department of Environmental Quality. Failure to furnish such information as required by the Administrator shall be grounds for refusal to issue another recycling license upon expiration of the current license period.

## **SECTION 9.000. LICENSING OF SOLID WASTE DISPOSAL**

In order to provide for the protection and preservation of land uses which might be adversely impacted by solid waste disposal and to ensure that solid waste disposal sites and facilities, including composting facilities, will not constitute nuisances to other land uses, no solid waste disposal site shall be established, maintained, substantially altered, expanded, or improved until the person operating such site has obtained an Oregon Department of Environmental Quality permit, Land Use Approval and a Solid Waste Contract/Agreement from Morrow County. This requirement does not apply within the limits of an incorporated city, except as may be provided through an agreement between the city and the County.

### **9.010. Conditions for Exemptions to Requirement for Solid Waste Disposal License**

All solid waste disposal sites listed hereunder may be exempted from approval as required by this Ordinance, after administrative review prior to an allowance as an exception.

1. Any disposal site not required to have an Oregon Department of Environmental Quality or Oregon Department of Agriculture Permit;
2. A landfill which is used by the owner or person in control of the premises to dispose of clean fill materials;
3. A portion of land or a facility specifically possessing a waste water discharge permit pursuant to ORS Chapter 468 and in compliance with all Oregon Environmental Quality Commission regulations on solid waste management;
4. Land on which solid wastes are used, at agronomic rates, for fertilizer or for other productive purposes in agricultural operations, not including composting facilities; and
5. County owned and operated facilities.

### **9.020. Application**

Application for a disposal site license shall be made on forms provided by the Administrator. In addition to information required on the forms, the Administrator may require the filing of any additional information it deems necessary to insure compliance with this Ordinance. The forms shall provide for the application for a new disposal license or a transfer of license.

### **9.030. Requirements**

1. An applicant for a disposal site license shall submit a valid Department of Environmental Quality Permit for the site or facility, or a duplicate of the information submitted to the Department of Environmental Quality for a disposal site under ORS 459 and applicable rules.
2. An applicant shall seek and obtain a Land Use Permit for the disposal site or facility. The Land Use Permit shall utilize the Morrow County Zoning Ordinance and applicable criteria.
3. Each applicant for a disposal site license shall supply a plan for rehabilitation and use of the disposal site after disposal has been terminated, and such use shall be a use permitted within the land use zone in which such land is located.
4. The applicant shall have available land, equipment, management, facilities and personnel to meet the standards established by ORS Chapter 459 and applicable rules, and have insurance equal to that required for a collection franchise, as described in Section 7.000 of this Ordinance.

5. The applicant for a disposal site license shall demonstrate to the satisfaction of the Court that the applicant will provide a place for the deposit of recyclable material, if applicable.
6. The applicant shall have sufficient experience to ensure compliance with ORS Chapter 459 and this Ordinance. If the applicant does not have sufficient experience, the Court may either deny the application or require the applicant to submit a corporate surety bond which guarantees full and faithful performance by the applicant of the duties and obligations of a license holder under this Ordinance and guarantees compliance with all applicable laws, and which holds Morrow County harmless.
7. If the application is for a transfer of a disposal site contract, the applicant must submit, as part of the application, a letter from the current holder requesting the transfer.

9.040. Existing Disposal Site License Holders

Persons holding valid Department of Environmental Quality Disposal Site or valid Oregon Department of Agriculture permits for disposal sites in Morrow County on the effective date of this Ordinance, and who are without a County Contract or Order for a disposal site, and who have not been exempted under this Ordinance, shall file an application for a disposal site license within 60 days after the effective date of this Ordinance. Upon filing the application, such person shall continue to provide existing service until a final determination on the application is made by the County Court.

9.050. Application Review

1. Applications shall be reviewed by the Administrator, which shall make such investigation as he or she deems appropriate. The Administrator shall give written notice of any application to affected license holders and adjoining property owners. Upon the basis of the disposal site application, evidence submitted, and results of any investigation, the Administrator shall make a finding and recommendation on the qualifications of the applicant, whether additional service, land, equipment or facilities should be provided and what conditions of service should be imposed, including whether the site should be opened to the public and under what conditions, whether or not certain types of wastes, solid wastes or hazardous wastes should be excluded from the site or what types of wastes should be required to be accepted at the site and, whether the site complies with all rules and regulations adopted pursuant to this Ordinance and ORS Chapter 459;
2. Unless the time is extended by the Court for good cause, the Administrator shall make a recommendation on the disposal site application to the Court within 30 days after the application and any required supplemental information have been received;
3. The Court shall conduct a public hearing to consider an application within 30 days of the Administrator's recommendation. Notice shall be served on the applicant, adjoining property owners, and any affected right holder, and shall be published once in the newspapers generally circulated within the County, not more than twenty or fewer than seven days, preceding the hearing. The County Court:
  - A. May require additional investigation to be made or information to be submitted;
  - B. Shall, upon the basis of the application, any evidence or testimony submitted, and the Administrator's recommendation, make a finding on the qualifications of the applicant on whether additional area should be included; additional services should be provided; additional equipment, facilities, land or personnel should be provided; and whether conditions should be imposed on disposal or recycling; and

- C. Shall, upon the basis of its findings, grant, deny, modify or attach appropriate conditions deemed necessary to carry out the purposes and policy of this Ordinance to the applicant within 30 days from the date of receipt of the recommendation from the Administrator. The determination of the Court after conclusion of the public hearing shall be final. If the Court's Order rejects all or part of the application, the applicant may not submit another application for the same disposal site for a period of six months, unless the Court finds that the public interest requires reconsideration within a shorter period of time.
4. After the applicant has received an order granting a license for the solid waste disposal site, the applicant shall enter into a written contract and agreement with Morrow County which requires compliance with this Ordinance and any applicable provisions of ORS Chapters 459 and 459A. The agreement will be the controlling document wherein the County Court and the applicant agree upon the license review periods, (if any), terms and conditions, fees, additional fees, closure fees, and dedicated fees which are required as a condition of the license for a disposal site.
- 9.060. Responsibilities of License Holders
1. Holders shall furnish all service authorized and required by the license, the Department of Environmental Quality, this Ordinance and the agreement, at rates established by the Court for the term of the license;
  2. A holder shall, where applicable, provide, maintain and use adequate equipment to handle and dispose of, or resource recover, solid waste; handle collected solid wastes in a good and capable manner; transport all liquids in a watertight, drip-proof container; and provide equipment that meets all applicable laws, codes, regulations and standards;
  3. A disposal site license holder shall not discontinue required service without ninety (90) days written notice to the Court and to any collection franchise or license holders having use of the site. Court approval shall be obtained before such discontinuance unless the discontinuance is due to the decision of administrative, legislative and judicial agencies having jurisdiction;
  4. A holder shall make the fee payments as provided promptly as they become due; and
  5. The holder of a solid waste disposal license shall maintain a current and valid permit from the Oregon Department of Environmental Quality or the Oregon Department of Agriculture.
- 9.070. Transfer of Pledge for a Disposal License
1. A license shall not be sold, transferred or assigned to another person without prior written approval of the Court which shall not be unreasonably withheld.
  2. A person desiring a license transfer shall submit an application to the Administrator on forms provided by the Administrator. The Administrator shall review the application and forward a recommendation to the County Court. The Court shall then hold a public hearing and vote to approve or deny the request.
  3. The term of the transferred license shall continue for the same period as the original License.



#### **SECTION 10.000. FEES**

Fees and revenue collected pursuant to this Ordinance shall be expended for solid waste management related activities. These fees and revenues shall include, but not be limited to, revenue generated from any licensed solid waste site or facility such as the franchised solid waste collectors, recycling licensees, transfer facilities, landfills, and other disposal sites. The budget from the monies shall include and establish amounts to be reserved for solid waste management activities including but not limited to: solid waste education, protecting the environment, providing financial stability, meeting contractual obligations, providing for future solid waste facilities, and addressing changes in legal requirements. The budget recommendations prepared by the Administrator shall be reviewed and be subject to approval through the County's annual budget process pursuant to Oregon's Local Budget Law and applicable County policies.

##### **10.010. Application Fees**

An application required by this Ordinance shall be accompanied by a filing fee in the amount as set forth by the County Court in the County Fee Ordinance. Said fees may be amended by County Court order after conducting a hearing thereon.

1. **Payment.** All fees shall be due and payable at the time the application or appeal is submitted. No application or appeal shall be accepted without the proper fee being paid.
2. If it is determined by the Administrator at the time of application or at any time during the application process, that staff time and departmental costs to process a specific application will be significantly greater than that of other typical applications, the Administrator may require an applicant to enter into a memorandum of agreement with the County which would establish a fee based upon actual staff time and departmental costs. If an applicant refuses to enter into a memorandum of agreement or there is failure to negotiate an acceptable fee, the applicant may appeal the Administrator's decision to the County Court for resolution. If the applicant and the County fail to reach an agreement, the application will not be processed.

##### **10.020. Collection Franchise Fees**

Collection franchise fees shall be paid to the County on a regular basis as required by the franchise agreement, accompanied by a sworn and verified statement as to the gross receipts for the previous calendar year. The Court may conduct an audit of the franchisee's books to determine the accuracy of the franchisee's statement of gross receipts.

##### **10.030. Recycling License Fees**

A recycling license holder shall pay an annual fee based on the County Fee Ordinance. The Court may waive this fee in order to promote reuse or recycling.

##### **10.040. Disposal Site License Fees**

A disposal site license holder shall pay regular fees based on tippage or other individual requirements of each license, as ordered by the Court and stipulated in the agreement. Fees the County Court may consider include, but are not limited to, dedicated road fees, tippage fees, or surcharges.

##### **10.050. Finley Buttes Regional Landfill Closure Fund**

The Closure Fund, established in Section 10 of the Agreement between Morrow County and Tidewater Barge Lines and guaranteed under the transfer of Finley Buttes Landfill Company to Waste Connections, Inc. allows, under Section 10.5, that when the Closure Fund exceeds \$1,000,000, the excess funds shall be utilized exclusively, in accordance with DEQ

administrative rules, to reduce solid waste disposal rates of persons within the County or to enhance solid waste disposal facilities within the County.

**10.060. Transfer Station Fees**

The County operated transfer stations shall charge a fee for the deposit of solid waste at a County transfer station based on the County Fee Ordinance. Additionally, the caretakers of the transfer station shall impose a penalty, also based on the County Fee Ordinance, upon each load or deposit which is brought to the transfer station and which is not covered and secured so as to prevent leakage, spillage or loss during transport.

All moneys collected at a County operated transfer station shall be deposited to the appropriate Solid Waste Transfer Station line items in the Morrow County General Fund.

**SECTION 11.000. OVERSIGHT AND ENFORCEMENT**

The Administrator, under the supervision of the County Court, shall be responsible for the oversight and enforcement of the Morrow County Solid Waste Management Ordinance.

**11.010. Parties Bound**

The term of a collection franchise, recycling, or disposal license shall be binding upon the franchisee or licensee, its heirs, executors, administrators, successors, and assigns.

**11.020. Acceptance**

Any franchise granted under this Ordinance shall be inoperative unless the franchisee files with the County the executed franchise agreement within sixty (60) days of the Court approval of the franchise. The franchise agreement shall constitute an irrevocable contract between the County and the franchisee, subject to termination only as provided under this Ordinance or in the franchise agreement.

**11.030. Severability and Appeals**

If any section, subsection, sentence, clause, or portion of this Ordinance is for any reason held invalid or declared unconstitutional by any court of competent jurisdiction, that portion shall be deemed a separate, distinct, and independent provision, and the holding shall not affect the constitutionality of the remaining portion hereof. Any appeal of an action by the County Court shall be made pursuant to ORS 34.010 - 34.100, writs of review, and shall be filed with the Morrow County Circuit Court.

**11.040. Repeal of Ordinances**

This Ordinance repeals all prior solid waste ordinances, specifically Ordinance Numbers MC-1-87 and MC-C-7-94 and MC-01-05.

**11.050. Enforcement of Ordinance**

The County may enforce the provisions of this Ordinance by administrative, civil, or criminal proceedings, or a combination thereof, as necessary to achieve compliance with this Ordinance. Further violation of this Ordinance may be punishable as a Class A misdemeanor under the provisions of ORS 459.992 and/or in addition thereof, a civil fine of up to \$500 per day, for each day of violation under the provisions of ORS 459.995. The County may also enforce the provisions of the Ordinance with the use of a lien as provided for in Morrow County ordinance.

The owner, title holder, contract seller, or contract buyer of the land upon which a violation is occurring is equally responsible for the violation of this County Ordinance, as is the possessor of the land, user of the land, or the person which is taking the action, conduct, or omission which constitutes a violation of the Ordinance.

A franchise or license holder shall at all times be subject to applicable laws of the State of Oregon. A violation of State law, if found by the Court to be substantial and material to the policy of this Ordinance, may be deemed by the Court to be a breach of the franchise or license.

If a holder breaches any of the terms or payments required under the terms of this Ordinance and such default continues for a period of ten (10) calendar days after receipt of written notification sent by certified mail by the Administrator, then Morrow County may revoke the franchise or license and the holder shall cease any solid waste service.

The Court reserves the right to make further regulations as deemed necessary to protect the welfare of the public.

11.060. Amendments and Adoption

When it is determined by the County Court, whether or not as a result of a recommendation by the SWAC, that the Ordinance shall be amended, the amendment and adoption process will follow the process outlined in Chapter Nine, Adoption and Amendment Process in the Morrow County Solid Waste Management Plan.



**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
 (Page 1 of 2)

(For BOC Use)  
 Item #  
 66

**Please complete for each agenda item submitted for consideration by the Board of Commissioners**  
 (See notations at bottom of form)

Staff Contact: Darrell Green

Phone Number (Ext):

Department:

Requested Agenda Date: 01/16/2019

Short Title of Agenda Item: **Signing Authority for Developmental Disabilities Services 19-21 IGA**

**This Item Involves:** (Check all that apply for this meeting.)

- |   |   |
|---|---|
| <input type="checkbox"/> Order or Resolution                              | <input type="checkbox"/> Appointments                   |
| <input type="checkbox"/> Ordinance/Public Hearing:                        | <input type="checkbox"/> Update on Project/Committee    |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible        |
| <input type="checkbox"/> Public Comment Anticipated:                      | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time:   | Estimated Time: <b>5 minutes</b>                        |
| <input type="checkbox"/> Document Recording Required                      | <input type="checkbox"/> Purchase Pre-Authorization     |
| <input type="checkbox"/> Contract/Agreement                               | <input type="checkbox"/> Other                          |

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

Does the contract amount exceed \$5,000?     Yes     No

Reviewed By:

_____	DATE	Department Head	Required for all BOC meetings
Darrell J Green	1/11/2019	Admin. Officer/BOC Office	Required for all BOC meetings
_____	DATE	County Counsel	*Required for all legal documents
_____	DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____	DATE	Human Resources	*If appropriate

\* Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

**Note:** All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

---

## 1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Laura Majors, Funding Allocation Coordinator with ODDS Contract Administrations Unit, sent an email asking us to communicate to her who will sign Office of Developmental Disabilities Services (ODDS) 19-21 IGA. She would also like a back up person.  
See attached email.

## 2. FISCAL IMPACT:

none

## 3. SUGGESTED ACTION(S)/MOTION(S):

Motion to designate \_\_\_\_\_ as the primary signer and \_\_\_\_\_ as the secondary signer for ODDS 19-21 IGA.

Attach additional background documentation as needed.

## Darrell Green

---

**From:** MAJORS Laura <Laura.MAJORS@dhsosha.state.or.us>  
**Sent:** Tuesday, January 8, 2019 11:47 AM  
**To:** Darrell Green; Kate Knop  
**Cc:** Lindsay Kimberly  
**Subject:** Important – Information required to complete your ODDS 19-21 IGA for Morrow County

Greetings Darrell, Kate and Kimberly,

As we prepare for 19-21 contract signing, we need to make sure that we have up to date information for the person with signing authority for your Office of Developmental Disabilities Services (ODDS) 19-21 IGA. It is also important that we collect additional information for a back-up signer in the event changes occur between now and June 2019.

Please submit your information to [Laura.Majors@state.or.us](mailto:Laura.Majors@state.or.us) on or before January 22, 2019. The list of information required to complete your IGA preparation is below:

Contact name	Email	Phone numbers	Person who will sign	Back-up signer

*Thank you!*

**Laura Majors**  
Funding Allocation Coordinator  
ODDS, Contract Administrations Unit  
[Laura.Majors@state.or.us](mailto:Laura.Majors@state.or.us)



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

---

## 1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Shirely A. Smith; CPPB, OSPC, OPBC, OCAC, DBIA, Mastery in Design-Build, State Procurement Analyst, Construction & Facilities Sourcing Team, DAS-EGS-Procurement Services, whom I have been working with to develop a Design Build plan for constructing our North County Government Center, referred me to Robynne T Parkinson as a resource for our Design Build RFP. Ms. Parkinson has over 25 years in construction law, She served on DBIA, Design Build Institute of America, Board of Directors from 2010-2016, former Chair of the DBIA National Legal Committee and was instrumental in revising the DBIA form Design Build contracts, Co-chairs Northwest Region DBIA Legal and Legislative Committee and was named a Washington Super Lawyer, 2010-2017. Her resume is attached. I spoke with Robynne on January 9th to understand what services she could provide to us. She consults with many organizations and government agencies on their RFP and projects. She did a good job explaining the different types of Design Build options, pitfalls to avoid and how to set yourself up for success. Her Scope of Services is attached.

At the end of our conversation, I asked her if she would be willing to participate in a video conference/work session at an upcoming Board of Commissioners meeting to provide more education and understanding about Design Build and her services. She is willing to do the video conference and it may take up to 2 hours depending on the number of questions and she charges \$325/hr.

A work session with Robynne Parkinson would provide Morrow County with additional information on Design Build. This will help us decide if we want to continue to use the Design Build option. It will also help us determine if we should pursue a consultant, such as Robynne Parkinson, to assist us with our RFP process.

## 2. FISCAL IMPACT:

estimated \$650.00 (\$325/hour)

## 3. SUGGESTED ACTION(S)/MOTION(S):

Direct the County Administrator to set up a video conference with Robynne Parkinson for a Design Build education and training work session.

☒ Attach additional background documentation as needed.



January 10, 2019

Via Email [dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)  
Darrell Green  
Morrow County Administrator  
PO Box 788  
110 N. Court St.  
Heppner, OR 97836

RE: Scope of Services for Design-Build Project

Dear Darrell,

You requested that I provide to you a proposed scope of work to assist Morrow County as a design-build consultant for the County's new administration building. Below are the tasks that I would normally undertake to assist an owner with a design-build project. Once you have reviewed them, we can discuss the extent to which the City would like my assistance. My billable rate is \$325 per hour. Typically, I charge by the hour, but I have recently undertaken several projects on a lump sum basis, and I am happy to discuss lump sum or other billing options. Although I am an attorney, I am not licensed in Oregon; therefore, my services would be provided as a consultant, and I would work with the County's counsel in drafting any legal documents.

### **Typical Design-Build Services**

#### **1. Owner Preparation/Establish Project Goals**

Owner preparation usually involves several steps. The first step we discussed was an over the phone training for your Board of County Commissioners. This meeting would last between an hour and a half and two hours and could be conducted over the phone. It would be preferable to conduct the meeting through a platform such as GoToMeeting or Skype that allows for me to use a PowerPoint presentation.

Establishing the owner's goals in an environment where the owner understands the risks associated with design-build is extremely important. This task usually consists of a meeting or series of meetings with the project decision makers and stakeholders. There is often an element of training on design-build as we establish the project goals. In a procurement focused on qualifications, it is helpful for the evaluation team to focus on determining which teams are most likely to exceed the owner's project goals. I encourage owners to establish project goals that are aspirational rather than contract based. For example, "on time and on budget" are contract requirements. "Minimize disruption" and "maximize value" are aspirational goals. We then use the discussion from this session to populate the information in the Request for Qualifications and the Request for Proposals.

#### **2. Development of RFQ and RFP.**

We develop the RFQ and RFP at the same time so that there are no gaps in the information requested from the proposers. The contract is usually part of the RFP; however, if possible, it is a good

practice to provide an RFQ and a draft RFP at the same time so that the parties have sufficient information to make a go/no go determination about the project.

**4. Facilitation of the Selection Process**

Selection of the design-builder usually involves one or more meetings with each proposer and/or finalist as well evaluation committee meetings. Most of my clients request that I facilitate these meetings. For the individual meetings with the proposers, I make sure that the parties are following the procurement requirements and document what occurs at the meeting. When I facilitate the selection process, I make sure that the selection is performed pursuant to the RFQ and RFP and the evaluation committee is scoring the teams in accordance with the statute and with the published process. I also draft the evaluation summaries, which provide the documentation of the committee's decision.

**5. Training**

I have done trainings for both the owner's stakeholders and for design-build teams. Typically, the training is part of the kick off meeting. We review the contract and the deliverables expected of each party.

**6. Post Award Assistance**

Aside from assisting with negotiating the contract with the selected design-builder, I usually do not have much involvement in what happens after award. However, I am available to my clients for questions and issues on an hourly basis.

**Level of Effort**

I charge my time by the tenth of the hour, and my billable rate is \$325. Without more discussion, it is not possible to accurately estimate the amount of time it will take to perform the work. For example, some clients like to schedule weekly meetings/calls to discuss the procurement documents and the contracts while other clients have very few meetings. Although some of the meetings, such as the evaluation committee selection meetings, need to be in person. Most others can be by phone. All of these factors have a significant impact on how much time I spend on the project. Once you have had a chance to review what services I typically provide, then we can better hone in on a budget for the services.

I am looking forward to working with the County on this project. Please let me know what additional questions you have.

Regards,  
Thaxton Parkinson, PLLC

Robynne T. Parkinson

# THAXTON PARKINSON pllc



THAXTON PARKINSON pllc

**Robynne T. Parkinson, JD, DBIA**

9311 SE 36<sup>th</sup> St., Suite 103  
Mercer Island, Washington 98040  
(206)909-5290; [www.rtp-law.com](http://www.rtp-law.com)  
e-mail: [rparkinson@rtp-law.com](mailto:rparkinson@rtp-law.com)

---

**Robynne Parkinson** is the Managing Member of Thaxton Parkinson pllc and one of the leading experts in construction law and alternative procurement both in Washington State and on a national basis. She served on the National Design Build Institute of America Board of Directors from 2010 - 2016. She also serves on the Executive Committee of the American Arbitration Association National Construction Dispute Resolution Committee. In addition, she is the Vice Chair of the DBIA Education Committee, which is responsible for revising and developing all of DBIA's educational courses, and the former chair of the DBIA National Legal and Legislation Committee, where she continues to serve and is instrumental in drafting and revising the DBIA form Design-Build contracts and subcontracts. She served as the President of the Northwest Region for DBIA from 2008 to 2010 and continues on its Board of Directors as co-chair of the NW Region Legal Committee. Robynne was named as a Washington Super Lawyer in 2010-2018 and was named one of the top 50 women attorneys in the State of Washington for 2017. Robynne is a frequent lecturer for universities and industry organizations. Robynne's philosophy of providing practical, business based advice reflects her substantial experience in both the construction industry and employment field. Robynne started her own legal and consulting firm in 2008 so that she could advise owners and a wider range of clients with their construction projects. Robynne has developed a specific expertise in the area of progressive design-build. She has conducted a series of webinars on progressive design-build for the DBIA and will be presenting a session on best practices in PDB for DBIA's 2018 National Conference.

## COMMERCIAL LAWYER

- Thaxton Parkinson, PLLC  
2008 to Present
- Groff Murphy PLLC:  
Of Counsel 2001 to 2009  
Partner 1998 to 2000  
Associate, 1994 to 1997
- Seattle University Albers School of  
Management  
Adjunct Professor, 2002 to 2005
- XO Communications, Inc. (Formerly  
Nextlink)  
Director of Contract Administration 2000 to  
2001
- Perkins Coie:  
Associate, 1989 to 1994 (Anchorage and  
Seattle Offices)

## REPRESENTATIVE DESIGN-BUILD EXPERIENCE

Robynne is a practicing attorney and consultant and is one of the most experienced attorneys with respect to design-build procurement and delivery. Her first design-build project was in 1996 for a private owner developing a golf course. Soon thereafter, she started working as outside counsel for Nextlink Communications developing their progressive design-build program building out their fiber optic backbone and ultimately became its in house resource for design-build contracts. Robynne has reviewed, drafted and negotiated numerous construction contracts for owners and general contractors, including design build and teaming agreements. Recent design-build experience includes:

- Consulting with the Bonneville Power Administration on developing a design-build procurement and contract template and the construction of a new warehouse at the Ross Complex (approximately \$60 million).
- Consulting with Western Washington University on its New Dormitory and Administrative Services Building Project.

- ❑ Developing a Progressive Design-Build RFQ, RFP and Contract template for the Washington State Department of Enterprise Services.
- ❑ Consulting with the University of California System and University of California San Diego to develop the procurement documents and contract for the UCSD Triton Pavilion Project (approx. \$300 million) and template documents for progressive design-build the University of California system.
- ❑ Assisting Seattle City Light with developing the procurement documents and contract for the Boundary Dam Generator Overhaul Project (Units 51, 52, and 54) and the Cedar River Substation project.
- ❑ Developed eight design-build training modules for the Washington State Department of Transportation.
- ❑ With Hill International, assisted with developing design-build best practices white papers for Washington State Legislature Joint Transportation Commission
- ❑ Assisting with developing the procurement and contract for the Los Angeles County Correctional Treatment Facility (\$1.8 billion)
- ❑ Developed the RFQ/RFP and progressive design-build contract for the renovation of the City of Spokane Riverfront Park Pavilion Project (\$18 million)
- ❑ Developed the RFQ/RFP and progressive design-build contract for the renovation of the City of Spokane Post Street Bridge (\$14 million)
- ❑ Developing the RFQ/RFP and progressive design-build contract for the Okanagan County PUD Enloe Dam Powerhouse Project (\$40 million)
- ❑ Consulted with the City of Portland to develop the RFQ/RFP and progressive design-build contract for renovation of the Portland Building, a historic landmark (\$100 million)
- ❑ Developed the RFQ/RFP and design-build contract for the Port of Seattle's Hardstand Project at Seattle/Tacoma International Arrivals Airport (\$24 million)
- ❑ Developed the procurement and contract for the design and construction of the Port of Seattle's Alternative Utility Facility at Seattle/Tacoma International Arrivals Airport (\$28 million)
- ❑ Developed the RFQ/RFP and progressive design-build contract for progressive design-build renovation of the International Arrivals Facility at Seattle/Tacoma International Airport (\$650 million).
- ❑ Responsible for drafting the form RFQ/RFP and RFQ/RFP Guide for the DBIA national form contracts.
- ❑ Developed the RFQ/RFP and progressive design-build contract for the City of Richland Town Hall Project (approx. \$12.5 million)
- ❑ Developed the RFQ/RFP and progressive design-build contract for the City of Liberty Lake Town Center project (approx. \$13 million)
- ❑ Developed the RFQ/RFP and progressive design-build contract for the Spokane Convention Center Sportsplex facility (approx. \$25 million)
- ❑ Developed the RFQ/RFP and progressive design-build contract for the Grant County Public Utility District Substation Reliability Project (approx. \$13 million)
- ❑ Drafted design-build agreement for progressive design-build manufacturing facility (approx. \$20 million).
- ❑ Drafted design-build agreement and reviewed procurement documents for the City of Richland progressive design-build, build to budget fire station (approx. \$2.3 million).
- ❑ Drafted design-build agreement and reviewed procurement documents for City of Spokane Refueling Station (approx. \$14 million).
- ❑ Drafted design-build agreement and reviewed procurement documents for Spokane County Convention Center (approx. \$40 million)
- ❑ Drafted form design-build agreement for Hawaii State Department of Education
- ❑ Drafted design-build agreement and procurement documents for the Washington State University Wine Science Center (approx. \$12 million).
- ❑ Reviewed design-build procurement for \$600 million light rail project.

- Drafted design-build agreement and reviewed procurement documents for City of Tacoma Rainiers Stadium (approx. \$40 million).
- Reviewed design build agreement for \$160 million heavy civil freeway renovation;
- Reviewed Joint Venture Agreement for \$200 million heavy civil freeway design build project
- Contract Administration of XO Communications design-build program, including drafting and management of \$200 million master progressive design build agreement. The project encompassed multiple projects across the country including underground and overhead utility installations, switch facilities and office build outs.
- Represented DBIA and AIA in an *Amicus* Brief in *Metcalf v. United States*, before the United States Court of Appeals for the Federal Circuit

#### **EDUCATION**

J.D., University of Colorado School of Law, 1989

B.A., University of Texas at Austin, 1986

#### **RECENT SELECTED PUBLICATIONS AND SEMINARS**

"Design-Build Contract and Risk Management" Design Build Institute of America. Since 2004, instructed this course over 60 times in 20 states

"Best Practices in Progressive Design-Build," DBIA National Conference, New Orleans (November 2018)

"Progressive Design-Build", A4LE National Conference, Chicago (scheduled for October 2018)

"Nuts and Bolts of Progressive Design-Build: The Performance", DBIA Webinar (scheduled for June 2018)

"Nuts and Bolts of Progressive Design-Build: The Contract", DBIA Webinar April 2018

"The Design Contingency in Transportation Projects", DBIA Transportation Conference, April 2018

"Nuts and Bolts of Progressive Design-Build: The Procurement", DBIA Webinar March 2018

"The New DBIA Form RFQ and RFP", DBIA Webinar March 2017

"Progressive Design-Build", California Community Colleges Facilities Coalition Annual Convention, November 2016

"Comparison of DBIA, AIA, ConsensusDocs Form Contracts", AGC BuildCon, Oct 2016; DBIA National Conference, November 2016; Construction Superconference December 2016; AGC Webinar, April 2017.

"New DBIA Form RFQ/RFP", DBIA National Conference, November 2016; DBIA Water/Waste water conference March 2017; DBIA Transportation conference March 2017

"Progressive Design-Build in Transportation", DBIA Transportation Conference General Session, April 2016

"Progressive Design-Build in Washington," DBIA Northwest Region Breakfast, March 2016

"DBIA Contract Focus: The RFQ/RFP Process, the Owner's Considerations", DBIA Webinar October 2015

"DBIA Contract Focus: Form Contracts," DBIA Webinar August 2015

"ENR Construction Risk Summit, The Colorado VA Mess and Beyond" Dallas, TX June 2015

"Legal Issues in Alternative Procurement", Pacific NW CMAA Chapter, March 2015

"Emerging Trends in Design/Build Projects" American Conference Institute, New York, NY February 2015

"Metcalf Construction v. U.S.", Construction Superconference, Las Vegas, NV December 2014

"Modern Application of the Spearin Doctrine", Washington State DES Client Workshop October 2014

"DBIA Contract Focus on the Prime/Sub Relationship", DBIA Webinar June 2014

"DBIA Contract Focus on the Procurement Process", DBIA Webinar, February 2014

"The Five Risks You Never Saw Coming That Could Badly Damage Your Business", ENR Webinar November 2013

"Best Practices Implementing Washington's New Legislation", DBIA NW Region Owner's Forum, November 2013

"DBIA Contract Focus on the Prime Relationship", DBIA Webinar November 2013

"Construction Delivery Methods", Society of College and University Planners, Portland, OR November 2013

"Scope of the Arbitrator's Authority", American Arbitration Association Webinar, October 2013

"Metcalf Construction v. U.S.: How the Duty of Independent Site Investigation Negated Owner's Duty to Pay", American Bar Association Webinar, July 23, 2013

"The Use of Lean Construction Techniques in Design-Build Delivery", Lean Construction Institute National Congress, October 2012; LCI Cascadia Practice, November 2013

"New DBIA Contract Documents" DBIA National Convention, New Orleans, LA November 2012

"Risk Allocation in Design-Build Delivery", Northwest Construction Consumer's Council, October 2012

"Construction Update" Washington State General Administration Client Workshop, November 2010, 2011

"Taking Design-Build to the Next Level", DBIA National Conference presentation with Barbara Jackson, October 2010

"The Benefits of Integrated Delivery Techniques: IPD and Design-Build Compared", DBIA National Conference presentation with Tom Porter, Kim Lum, and Craig Unger, October 2010

"Design-Build Risk Factors", Joint ACEC, DBIA NW Region half day conference, March 2010

"Risk Evaluation in Design Build Contracts", CSI (Construction Specifications Institute) seminar, December 2009

"The Revised DBIA Family of Documents", DBIA National Conference presentation with Michael Loulakis, Bennett Greenberg and William Quatman, November 2009

**REFERENCES**

Design-Build Institute of America

**Lisa Washington**

Executive Director

[lwashington@dbia.org](mailto:lwashington@dbia.org)

(202)682-0110

City of Portland

**Molly Washington**

Assistant City Attorney

(503)577-8411

[molly.washington@portlandoregon.gov](mailto:molly.washington@portlandoregon.gov)

City of Richland

**Joe Schiessl**

Director Capital Projects

(509)942-7578

[jschiessl@ci.richland.wa.us](mailto:jschiessl@ci.richland.wa.us)

**Michael Loulakis**

Capital Project Strategies

[mloulakis@cp-strategies.com](mailto:mloulakis@cp-strategies.com)

(703)871-5079

Okanogan Public Utilities District

**Heidi Appel**

General Counsel

[HeidiA@okpud.org](mailto:HeidiA@okpud.org)

(509)341-4221

Grant County Public Utilities District

**Russ Seiler**

[rseiler@gcpud.org](mailto:rseiler@gcpud.org)

(509)793-1476

Port of Seattle

**Nora Huey**

Director of Procurement

[Huey.N@portseattle.org](mailto:Huey.N@portseattle.org)

(206)787-3408

Port of Seattle

**Janice Zahn**

Asst. Director of Engineering

[Zahn.J@portseattle.org](mailto:Zahn.J@portseattle.org)

(206)787-3798

City of Tacoma

**Sue O'Neill**

Asst. Division Manager

Public Works Engineering

[soneill@ci.tacoma.wa.us](mailto:soneill@ci.tacoma.wa.us)

(253)591-5789

University of California, San Diego

**Eric Smith**

Associate Vice Chancellor

[ericsmith@ucsd.edu](mailto:ericsmith@ucsd.edu)

(858)246-2657

City of Seattle

Seattle City Light

**Wanda Schulze**

Capital Program Manager

[wanda.schulze@seattle.gov](mailto:wanda.schulze@seattle.gov)

(206)233-2192

Los Angeles County

**Michael Simon**

Senior Deputy County Counsel

[msimon@counsel.lacounty.gov](mailto:msimon@counsel.lacounty.gov)

(213)974-1943

City of Spokane

**Kyle Twohig**

Engineering Operations Manager

[ktwohig@spokanecity.org](mailto:ktwohig@spokanecity.org)

(509)625-6152



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

Item #
6d

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Staff Contact: Matt Scrivner Phone Number (Ext): 541-989-9500
Department: Morrow County Public Works - ROAD Requested Agenda Date: 01.16.2019
Short Title of Agenda Item: Road Committee Member/alternate appointment.

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
[Signature] 1-8-19 Department Head Required for all BOC meetings
[Signature] 1/14/19 Admin. Officer/BOC Office Required for all BOC meetings
[Signature] County Council \*Required for all legal documents
[Signature] 1/8/19 Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.



**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
**(Page 2 of 2)**

---

**1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):**

The Road committee had membership appointments expire along with adding alternates to the committee and recommendations is needed for renewal of these positions.

Committee members shall provide to Morrow County Public Works and the Morrow County Board of Commissioners ongoing assistance with review of the Transportation System Plan as related to the Morrow County Road System. At this time Luke Maynard who is employed with AgriNorthwest as the Irrigation Manager wishes to be on the committee as the North Co. at Large alternate position. Public Works feels Mr. Maynard would be a strong asset on the committee. You will find his letter and the appointment he is requesting.

Bylaws read as follows;

The governing body shall make appointments as necessary to fill vacancies.

Requests for appointment shall be presented to Public Works in writing by the candidates. These applications shall be in letter form containing complete information regarding qualifications and reasons for interest in Committee membership. The letter shall be signed and dated by the applicant. Public Works shall provide these to the Morrow County Board of Commissioners for approval and appointment.

**2. FISCAL IMPACT:**

**3. SUGGESTED ACTION(S)/MOTION(S):**

Move to approve Luke Maynard to fill the Road Committee position for the North Co. at large alternate and will serve a period of 3 years.

Attach additional background documentation as needed.

1/4/2019

Dear Road Committee:

I'm writing to you to be considered for the North Co. at Large alternate, on the Road Committee. I live in Irrigon and work for AgriNorthwest as Irrigation Manager. I've lived in Irrigon for over 35 years. I currently serve on the Irrigon Planning Commission. Responsibilities as the Irrigation Manager is to oversee day-to-day operations, planning of projects, Capital and maintenance budgets. I have over 35 years in irrigation management. In the 80's I worked for Eastern Oregon Farming Co., 90's I was with Potlatch Corp., late 2000's with Greenwood Resources and the last three years with AgriNorthwest.

It would be an honor to be considered as the North Co. At Large Alternate for the Road Committee.

Thank you,

*Luke Maynard*

Luke Maynard

## - Road Committee Members -

Representing	Representative	Alternate	Term	Appointment	End Term
<b>Boardman</b>	Kevin Kennedy		<b>3 YEARS</b>	1/1/2016	January 1, 2019
		VACANT	<b>3 Years</b>		
<b>Irrigon</b>	Gregory Barron		<b>3 YEARS</b>	1/1/2017	January 1, 2020
		VACANT	<b>3 Years</b>		
<b>Heppner</b>	Cam Sweeney		<b>3 YEARS</b>	8/1/2017	August 1, 2020
		Gerry Arnson	<b>3 Years</b>	2/7/2018	February 7, 2021
<b>Lexington</b>	Brian Thompson		<b>3 YEARS</b>	7/1/2017	July 1, 2020
		Kyle Robinson	<b>3 YEARS</b>	2/7/2018	February 7, 2021
<b>Ione</b>	Donna RIETMAN		<b>3 YEARS</b>	2/7/2018	February 7, 2021
		Joe Rietman	<b>3 YEARS</b>	2/7/2018	February 7, 2021
<b>South County</b>	Frank Osmin		<b>3 YEARS</b>	2/7/2018	February 7, 2021
		Kim Cutsforth	<b>3 YEARS</b>	2/7/2018	February 7, 2021
<b>North County</b>	Karen Pettigrew		<b>3 YEARS</b>	2/7/2018	February 7, 2021
		VACANT	<b>3 YEARS</b>		
<b>South Co. At Large</b>	Joe McElligott		<b>3 YEARS</b>	8/1/2017	August 1, 2020
		Bob Nairns	<b>3 YEARS</b>	2/7/2018	February 7, 2021
<b>North Co. At Large</b>	Aaron Pamguist		<b>3 YEARS</b>	2/7/2018	February 7, 2021
		Luke Maynard	<b>3 YEARS</b>	01.16.2018	January 16, 2021

VACANT



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

Item #
7a

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Staff Contact: Anita Pranger
Department: Public Transportation
Short Title of Agenda Item: Quarterly report

Phone Number (Ext): 541-676-LOOP(5667)
Requested Agenda Date: January 16, 2019

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Anita Pranger January 11, 2019 Department Head Required for all BOC meetings
Admin. Officer/BOC Office Required for all BOC meetings
County Counsel \*Required for all legal documents
Finance Office \*Required for all contracts; other items as appropriate.
Human Resources \*If appropriate

\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

---

## **1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):**

October went to conference in Bend.

November met with Stokes Landing Senior Center Committee to renew and update lease agreement with the shed where The Loop Morrow County Transportation vehicles are stored in Irrigon. Submitted STIF grant application the first of November. In December everyone that applied for STIF funds got their application back with issues. We had two weeks to resolve these issues. I was able resolve all issues before the end of the two weeks. The STIF grant is now at the Oregon Transit Association level for their approval and then on to the Public Transportation Advisory Committee for their approval. I went to grant training in LaGrande in November. Oriented a new female driver for Heppner. Heppner now has 5 drivers. Total rides for 2018 were 4770.

## **2. FISCAL IMPACT:**

None

## **3. SUGGESTED ACTION(S)/MOTION(S):**

None

Attach additional background documentation as needed.

## Juvenile Department Quarterly Report to the Board of County Commissioners (Quarter 2, 2018-2019)

Year: 2018-19      Last Quarter: 2nd (October 1, 2018-December 31, 2018)  
 Director: Tom Meier      Report Date: January 16, 2019

### Referral Stats:      (Youth/Referrals)

Quarter: #1	Kids	22	Referrals	51 (27 runaways same kid)
Quarter: #2	Kids	20	Referrals	21
<b>Year (7/1/18-6/30/19)</b>	<b>Kids</b>	<b>42</b>	<b>Referrals</b>	<b>72</b>
Year (7/1/17-6/30/18)	Kids	77	Referrals	96
Year (7/1/16-6/30/17)	Kids	54	Referrals	61 <u>Record low</u>
Year (7/1/15-6/30/16)	Kids	86	Referrals	96
Year (7/1/14-6/30/15)	Kids	62	Referrals	78
Year (7/1/13-6/30/14)	Kids	68	Referrals	85
Year (7/1/12-6/30/13)	Kids	71	Referrals	79
Year (7/1/11-6/30/12)	Kids	91	Referrals	116
Year (7/1/10-6/30/11)	Kids	96	Referrals	123

### Detention Stats:

@ 180.00 per day.

Quarter #1	New Admits	4	New Law	2	PV/CR	2
Quarter #2	New Admits	2	New Law	2	PV/CR	0

### Total Detention Admissions (All Reasons)

<b>2017-2018</b>	<b>17</b>	
2016-2017	10	<u>Record low</u>
2015-2016	13	
2014-2015	15	
2013-2014	16	
2012-2013	15	
2011-2012	14	
2010-2011	30	
2009-2010	16	
2008-2009	19	
2007-2008	24	

Quarter 1 10  
**Quarter 2 8**

Length of Stay 2014-15 159 days total detention served  
Length of Stay 2015-16 189 days served  
Length of Stay 2016-17 265 days served Record High  
Length of Stay 2017-18 157 days served (Not Counting CEOJJC YCC Referral)  
**Length of Stay 2018-19 18 days**

News/Notes

1. Sherry and LeAnn attended the OJDDA (Juvenile Director's) annual training in Bend in October.
2. Tom attended an Executive Committee training (CCS Wraparound) put on by Gobhi in October in Fossil.
3. Sherry attended an ASIST (suicide first aid) training (free) in November in Pendleton.
4. Homestead runner(s) and subsequent Umatilla and Morrow County Crime spree occurred late December into January (Will mostly reflect statistically next quarter). See attached list of cases and charges that are not comprehensive.

Respectfully Submitted by: Tom Meier  
Tom Meier - Juvenile Department Director

Youth #1 (Morrow County Probation)

MCSO PC Charges UEMV, Theft II, Theft III  
case 19-0013, Burg II, UEMV case 18-1197, Burg II x2, Theft II x2,  
Theft III x2, Criminal Trespass II x2  
case 19-0004, Escape III x2, UUMV, PCS Marijuana More than 1 oz  
case 19-0012, Theft III case 19-0005,  
Juvenile warrant Unlawful Use of a Weapon case 19-0012, no bail,  
lodged at NORCOR

Youth #2 (Linn County Parole)

MCSO PC Charges Burg II, UEMV case 18-1197, UEMV, Theft II,  
Theft III case 19-0013, Burg II x2, Theft II x2, Theft III x2, Criminal  
Trespass II x2 case 19-0004, Escape III x2, UUMV, UEMV, Criminal  
Trespass II case 19-0012, Theft III case 19-0005, Juvenile warrant  
Abscond/Burglary, no bail, lodged at NORCOR



## 00058a - Referral Report by Referral Received Date

Original Referral County: **Morrow**  
 Start Date: **10/01/2018**  
 End Date: **12/31/2018**

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity					
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown	White
<b><u>Criminal</u></b>														
<b>Person</b>														
Assault	4		4	0	0	1	3	0	0	0	0	0	4	0
Sex Offense	1		0	1	0	1	0	0	0	0	1	0	0	0
<b>Total</b>	<b>5</b>		<b>4</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>4</b>	<b>0</b>
<b><u>Public</u></b>														
<b>Order/Firearm/Weapons/Racketeering</b>														
Disorderly Conduct	1		0	1	0	0	1	0	0	0	0	0	0	1
Harassment	2		0	2	0	0	1	1	0	0	0	0	1	1
<b>Total</b>	<b>3</b>		<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>
<b><u>Rules of the Road for Drivers</u></b>														
Accidents	1		0	1	0	0	0	1	0	0	0	0	0	1
Obeying Police	1		0	1	0	0	0	1	0	0	1	0	0	0
<b>Total</b>	<b>2</b>		<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b><u>State/Public Justice</u></b>														
Obstret Gvmt Admin	2		1	1	0	0	2	0	0	0	0	0	2	0
<b>Total</b>	<b>2</b>		<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>
<b><u>Total Criminal</u></b>	<b>12</b>		<b>5</b>	<b>7</b>	<b>0</b>	<b>2</b>	<b>7</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>7</b>	<b>3</b>
%		<b>57.1%</b>	<b>41.7%</b>	<b>58.3</b>	<b>0.0</b>	<b>16.7</b>	<b>58.3</b>	<b>25.0</b>	<b>0.0</b>	<b>0.0</b>	<b>16.7</b>	<b>0.0</b>	<b>58.3</b>	<b>25.0</b>
<b><u>Non-Criminal</u></b>														
<b>Contr Substance; Drugs</b>														
Prohibitions	6		0	6	0	1	2	3	0	0	2	0	4	0
<b>Total</b>	<b>6</b>		<b>0</b>	<b>6</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>0</b>
<b><u>Driving Privileges, Licenses and Permits</u></b>														
Requirement	1		0	1	0	0	1	0	0	0	0	0	1	0
<b>Total</b>	<b>1</b>		<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>
<b><u>Public Health/Decency/Animals</u></b>														
Tobacco	2		0	2	0	0	0	2	0	0	2	0	0	0
<b>Total</b>	<b>2</b>		<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b><u>Total Non-Criminal</u></b>	<b>9</b>		<b>0</b>	<b>9</b>	<b>0</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>5</b>	<b>0</b>
%		<b>42.9%</b>	<b>0.0%</b>	<b>100.0</b>	<b>0.0</b>	<b>11.1</b>	<b>33.3</b>	<b>55.6</b>	<b>0.0</b>	<b>0.0</b>	<b>44.4</b>	<b>0.0</b>	<b>55.6</b>	<b>0.0</b>
<b>Totals Referrals</b>	<b>21</b>		<b>5</b>	<b>16</b>	<b>0</b>	<b>3</b>	<b>10</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>12</b>	<b>3</b>
%			<b>23.8%</b>	<b>76.2</b>	<b>0.0</b>	<b>14.3</b>	<b>47.6</b>	<b>38.1</b>	<b>0.0</b>	<b>0.0</b>	<b>28.6</b>	<b>0.0</b>	<b>57.1</b>	<b>14.3</b>

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity				
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

Unduplicated Count of Youth

20

Crime Group	Total	% of Grand Total	Gender			Age @ Referral			Race/Ethnicity				
			Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

**ORS Type Code by ORS Class Code**

	A	B	C	D	Total Referrals
<b>Felony</b>	0	1	2	0	3
<b>Misdemeanor</b>	7	2	0	0	9
<b>Violation</b>	0	7	0	2	9
<b>Total Referrals</b>	7	10	2	2	21

Crime Group	Total		Gender			Age @ Referral			Race/Ethnicity				
		% of Grand Total	Females	Males	Unknown	12 and Younger	13 - 15	16 and Older	African American	Asian	Hispanic	Native American	Other/Unknown

### ORS Chapter by ORS Type Code

	Felony	Misdemeanor	Violation	Total Referrals
Contr Substance; Drugs	0	0	6	6
Driving Privileges, Licenses and Permits	0	0	1	1
Person	1	4	0	5
Public Health/Decency/Animale	0	0	2	2
Public Order/Firearm/Weapons/Racketeering	1	2	0	3
Rules of the Road for Drivers	1	1	0	2
State/Public Justice	0	2	0	2
<b>Total Referrals</b>	<b>3</b>	<b>9</b>	<b>9</b>	<b>21</b>

**Dependency Status Offenses:** Not all counties enter dependency status referrals.



## MORROW COUNTY SHERIFF

325 Willow View Drive -- P.O. Box 159  
 Heppner, OR 97836  
 Phone: (541)676-5317  
 Fax: (541)676-5577

Kenneth W. Matlack, Sheriff  
 John A. Bowles, Undersheriff

### MEMORANDUM

#### Morrow County Sheriff's Office

**Date:** 01-07-2019

**To:** Morrow County Court

**From:** John A. Bowles, Undersheriff

**Re:** 2nd. Quarter Emergency Management Report (Oct-Dec)

#### Recent activities regarding Morrow County Emergency Management.

1. I have been sending out Emergency Management Notifications to all County Staff and posting to Facebook (weather, accidents, alerts, warnings, traffic, and preparedness).
2. **Oct 02/ 2018**, Alert Sense Emergency Alerting Training in Pendleton.
3. **Oct 07/ 2018**, Ham Radio Net Check.
4. **Oct 08—11/ 2018**, Oregon Emergency Management Association Conference.
5. **Oct 14/ 2018**, Ham Radio Net Check.
6. **Oct 21/ 2018**, Ham Radio Net Check.
7. **Oct 23/ 2018**, Morrow County Community Wildfire Protection Plan (CWPP) meeting.
8. **Oct 28/ 2018**, Ham Radio Net Check.
9. **Oct 29/ 2018**, Meeting with Austin Marcus with the National Oceanic and Atmospheric Administration (NOAA) at the Morrow County Emergency Operations Center (EOC).
10. **Oct 29/ 2018**, Completed the EMPG Capability Assessment and the National Incident Management System Assessment.
11. **Oct 30/ 2018**, Nature Hazards Mitigation Plan meeting.
12. **Nov 04/ 2018**, Ham Radio Net Check.
13. **Nov 06/ 2018**, Ham Radio training at the Morrow County S.O.
14. **Nov 07/ 2018**, EMPG RFR billing.
  - July — \$3,618.00
  - Aug — \$2,600.00
  - Sep — \$3,251.00
  - Oct — \$4,804.00
  - Nov — \$1,035.00
  - Dec ---\$1,346.00
15. **Nov 11/ 2018**, Ham Radio Net Check.
16. **Nov 18/ 2018**, Ham Radio Net Check.
17. **Nov 20/ 2018**, Morrow County LEPC Meeting (Local Emergency Planning Committee)

18. **Nov 25/ 2018**, Ham Radio Net Check.
19. **Nov 29/ 2018**, Heppner Light Parade.
20. **Dec 02/ 2018**, Ham Radio Net Check.
21. **Dec 05-06/ 2018**, assist Grant County on a lost person, recovery.
22. **Dec 09/ 2018**, Ham Radio Net Check
23. **Dec 10/ 2018**, Alert Sense Training
24. **Dec 13/ 2018**, Weather Spotter training with Weather Service out of Pendleton.
25. **Dec 16/ 2018**, Ham Radio Net Check.
26. **Dec 23/ 2018**, Ham Radio Net Check.
27. **Dec 27/ 2018**, Centurylink phone issue.
28. **Dec 28/ 2018**, EMPG reporting and EMPG paperwork for BOC.
29. **Dec 28/ 2018**, Ham Radio equipment maintenance.
30. **Dec 30/ 2018**, Ham Radio Net Check.

More county staff trained on AlertSense

All MCSO staff have completed ICS 100, 200, 700, 800.

Supervisory staff is working on completing ICS 300, 400 and have completed Search and Rescue Training. Having a trained and informed staff has been a big help when working major incidents. Incidents that involve many agencies and jurisdictions.