

IV. Workgroup Recommendations

SECTION A: Develop Common Understandings

2) Republic Services and Benton County's Current Rights and Obligations

A Summary of the County's current rights and obligations to Republic Services, and vice versa surrounding the hauling franchise; The landfill CUP; and What legally can and cannot be conditions of any land use approvals (e.g. past compliance, compliance with future laws, codes, and policies, DEQ compliance, reopening, limitations on what can be brought into the County from where, required facilities and practices, reporting/compliance/financial monitoring requirements, etc.)

"... We need a very clear statement from Republic's representatives regarding which liabilities belong to VLI, vs. which liabilities Republic is legally responsible for, in the long term if Republic divests from VLI."

Landfill Rights and Obligations			
	Republic Right/Republic Obligation (A Republic "right" is a County "obligation" and vice versa unless another entity is noted)	Authority	Comment
1	"Operate and maintain the Landfill as a sanitary landfill for disposal of Solid Waste"	Landfill Franchise Agreement §2(a)	
2	"Comply with Benton County's solid waste ordinance and all provisions for service as set forth in Exhibit B" (current provisions detailed in this document)	Landfill Franchise Agreement §2(a)	Exhibit B contains Benton County Code Ch. 23.
3	"Charge tipping fees."	Landfill Franchise Agreement §2(b)	County hasn't participated in rate setting since 2000 franchise agreement eliminated county oversight. Section 7(f) designates Republic information related to tipping fees to be confidential. BCC 23.505 specified rate structures are not reviewed by BOC.
4	"Operate and promote the use of a Pacific Region Composting Facility (PRCF)."	Landfill Franchise Agreement §2(c)	
5	"Shall accept for disposal at the Landfill, Solid Waste created or generated within Benton County."	Landfill Franchise Agreement §2(d)	This guarantees Benton County residents will have access to landfill as long as it is operational. Per §11(f), if Republic is unable to take Benton County-generated waste at the landfill, it will make other permitted landfills available to Benton County Solid Waste. In that case, the tipping fee shall be the same as if solid waste was disposed of at Coffin Butte. Same rate provision applies for 6 months.

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6	"All persons holding a franchise to collect and transport municipal Solid Waste in Benton County will be permitted access to the Landfill" as long as they pay the tipping fee.	Landfill Franchise Agreement §2(d)	This ensures municipalities within Benton County which franchise collection services can access Coffin Butte. BCC 23.410(7) codifies this requirement as well.
7	Residential self-haulers will be accepted.	Landfill Franchise Agreement §2(f)	\$35 per residential vehicle flat fee established, to be revised by the CPI after 3 years.
8	Secure loads required and maintain litter control measures.	Landfill Franchise Agreement §2(h)	
9	Annual franchise fee to be paid to County.	Landfill Franchise Agreement §4(a)	Section 11(d) describes situation when uncontrollable circumstances excuse Republic from paying fees. If Republic disposes of solid waste elsewhere, but not because of uncontrollable circumstances, it must still pay franchise fee.
10	Annual host fee, based on an amount per ton of Solid Waste accepted at the landfill, will be paid to County.	Landfill Franchise Agreement §4(b)	The host fee is a credit against the franchise fee, with the franchise fee serving as the minimum amount Republic will pay County each year.
11	Until landfill expansion is approved, annual tonnage deposited at landfill is capped at 1,100,000 tons.	Landfill Franchise Agreement §5(b)	Within the tonnage cap, Republic must allow Benton County generated waste up to 75,000 annual tons. Solid waste deposited as a result of fire, flood, or other natural disasters is exempt from the tonnage cap.
12	Environmental Trust Fund to be maintained at no less than \$5,000,000.	Landfill Franchise Agreement §6(a)	

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13	Republic to maintain pollution liability insurance policy with minimum coverage of \$10,000,000.	Landfill Franchise Agreement §6(b)	Section 6(d) requires the parties to meet every 4 years or after each 2,000,000 ton increment of solid waste is deposited to review the pollution liability insurance coverage.
14	Following year 1 of the agreement, Republic to furnish an annual report to County.	Landfill Franchise Agreement §7(a)	Annual report on environmental condition of the landfill, "covering air, water, Solid Waste Permits, pollution controls, and related issues as determined by the parties."
15	Beginning in year 2 of the agreement, Republic to furnish remaining capacity data to County.	Landfill Franchise Agreement §7(b)	Republic to provide BOC "necessary data to confirm the remaining capacity of the Landfill as determined by both parties." Data to include methods and calculations used.
16	Other reports to be provided to County, when submitted to other agencies.	Landfill Franchise Agreement §7(c)	Public information and reports to state or federal agencies relative to operation of landfill to be provided to County.
17	All current and future state and federal laws must be complied with.	Landfill Franchise Agreement §11(a)	Codified at BCC 23.410(8) and (11).
18	Republic may only "sell, convey, transfer or assign the Landfill or any of its rights, interests, or obligations under [the franchise agreement]" with County's prior written approval.	Landfill Franchise Agreement §11(b)	
19	90-day notice required prior to discontinuance of service.	BCC 23.410(9)	
20	DEQ permit required to operate landfill	ORS 459.205	Term of permit not to exceed 10 years. ORS 459.245(d).

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21	Cleanup of hazardous substance contaminating ground water	ORS 459.248	
22	Closure of landfill site.	ORS 459.268 , OAR 340-094-0100	
23	Groundwater monitoring	OAR 340-094-0080	
24	Emissions Standards	OAR 340-236-0500	
25	Franchise Agreement may only be reopened with "the mutual approval of both the Board and [Republic]."	BCC 23.310(2)	
26	Republic and County will "work together" to monitor the flow of C&D materials and work toward establishing a transfer facility.	Landfill Franchise Agreement §2(g)	
27	"Negotiate in good faith to establish a program to promote self-haulers and cease activities by illegal dumpers."	Landfill Franchise Agreement §2(e)	Parties to establish a Dump-Stoppers program by July 1, 2021 with a joint report to BOC three years thereafter.
28	If landfill expansion occurs prior to 2024, host fee will be adjusted to reflect additional landfill space.	Landfill Franchise Agreement §4(c)(i)	
29	If landfill expansion occurs 2025 or later, host fee and franchise fee will be adjusted.	Landfill Franchise Agreement §4(c)(ii)	
30	Inspections of landfill by County authorized.	Landfill Franchise Agreement §7(d)	County has the right to inspect landfill for "determining [Republic's] compliance" with the franchise agreement.
31	County may prevent interruption of service.	BCC 23.415	If failure or interruption of service would create an "immediate and serious health hazard or serious public nuisance," the BOC, with 24-hours' written notice to Republic, authorize

Landfill Rights and Obligations			
	Republic Right/Republic Obligation (A Republic “right” is a County “obligation” and vice versa unless another entity is noted)	Authority	Comment
			county personnel or other persons to temporarily provide the service.

Collection Rights and Obligations				
	Republic Right/Republic Obligation (A Republic “right” is a County “obligation” and vice versa unless another entity is noted)	Responsible Party	Authority	Comment
	Republic to provide solid waste collection and recycling services in the service areas specified in its application	Republic	Solid Waste Collection Franchise Agreement ¶1	Service area is all of the unincorporated area of Benton County. See Map attached to application.
	Republic to pay fee of 5% of gross cash receipts from collection service provided in service area	Republic	Board Order D2022-044 ¶13	
	Republic to comply with applicable provisions of BCC Ch. 23 (Current provisions detailed in this document)	Republic	Board Order D2022-044 ¶14	
	Annual submission of service/days of week map	Republic	Board Order D2022-044 ¶18	
	Coordinate recycling efforts with solid waste collection efforts to enhance recycling/recovery and meet state goals.	Republic	Board Order D2022-044 ¶19	State goals found at ORS 459A.010.
	Make reasonable effort to resolve customer complaints on service, record written complaints and their disposition.	Republic	Solid Waste Collection Franchise App. §5.E.	

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	Provide solid waste collection at least weekly.	Republic	BCC 23.410(1)	23.410 provide some exceptions to this baseline requirement.
	Provide and maintain adequate equipment to handle and dispose of or resource recover solid waste.	Republic	BCC 23.410(2)	
	Set rate structure.	Republic, County	BCC 23.505, 23.510	Republic proposes rates, county reviews and approves. Rate adjustments to accommodate Refuse Rate Index adjustments may not need BOC approval if contemplated in prior BOC order.
	If County wants to consider a new solid waste service, Republic will provide written proposal within reasonable period of time, including proposed methods and costs for the service.	Republic, County	Solid Waste Collection Franchise Agreement ¶7	Also found in Order, paragraph 7.
	Agreement to be amended by July 1, 2024 "to include same or similar terms as the forthcoming City of Corvallis collection franchise agreement, including, but not limited to, the same termination date, as well as concepts from the consensus-seeking process."	Republic, County	Solid Waste Collection Franchise Agreement ¶12	This provision is also found in the BOC Order granting the franchise at section 2.
	County may prevent interruption of service.	County	BCC 23.415	If failure or interruption of service would create an "immediate and serious health hazard or serious public nuisance," the BOC,

	Collection Rights and Obligations			
	Republic Right/Republic Obligation (A Republic “right” is a County “obligation” and vice versa unless another entity is noted)	Responsible Party	Authority	Comment
				with 24-hours' written notice to Republic, authorize county personnel or other persons to temporarily provide the service.
	County to protect franchise rights and interests granted Republic to achieve compliance with BCC Ch. 23.	County	Solid Waste Collection Franchise Agreement ¶15	