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Subject: Draft: "Promises Made, Promises Broken"
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Attachments: [DRAFT promises made promises broken.pdf](#)

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Missing from the “Draft” Common Understandings document

A crux of what is missing from the “Common Understandings” document is really basic:

The landfill has always been controversial. In exchange for the support of the community, **promises have been made**, by the landfill operator to Benton County as a whole, to the region (north Benton County, south Polk County, west Linn County), and to property owners in the immediate vicinity of the landfill.

Many of these promises have been broken.

A “Common Understanding” must document both **promises made** and **promises broken**.

“Promises broken” that have harmed Benton County, that have harmed the region, and that have harmed owners of adjacent properties – those broken promises matter.

The harms that people have suffered because of “promises broken” must be documented.

To reduce opposition to having the landfill in a place that was surrounded by homes and farms (i.e. not in a special land use area set aside for extremely disruptive industrial uses, which is usually called a “heavy industrial” zone), various operators of the landfill have, over the years, made promises to Benton County as a whole, to the region, and to the owners of adjacent parcels.

The gist of the promises is this: the landfill would be run in a way that would do no harm, and/or potential harms would be mitigated in ways that would make the landfill compatible with surrounding, non-heavy-industry uses.

When the landfill has asked for and received permissions from the County, the development department has attempted to codify these promises, and in fact has added well-meaning “conditions of approval” in an attempt to constrain landfill operations in a way that would minimize adverse effects on surrounding land uses.

Problem is? What the landfill operator has said would be the way the landfill would be operated? That hasn’t happened. The county has not enforced conditions of approval. Even contractual yearly volume caps have been exceeded.

Result: harm.

Here are some promises that have been made, over the years, by the landfill operator to the County; these have been made in the “applicant statement” portion of a land use application (“explain why you want to do this special thing that is not automatically allowed”), or in a “conditions of approval” to the development department (“we will let you do this special thing, but you have to follow these special rules”), or to Benton County in the franchise agreement (“this is the deal, you do this, we’ll do that”). These go by various names and/or legal terms (“applicant narrative” or “conditions of approval” or “orders” or “franchise contract terms”), but what they are, is **promises**.

By making the following promises (and others), the landfill operator obtained support for a long, long laundry list of things it wasn’t automatically allowed to do. Here are some promises (short version):

- This landfill will mainly serve Benton County, traffic will be minimal (“30-40 trucks per day”)

- The county can limit the total volume of waste deposited in the landfill per year via the “franchise agreement” (“our elected officials won’t let it get out of control”)
- The landfill will close in the year 20XX (“it’s temporary”)
- There would be no waste disposal on the 59-acre parcel of land to the south of Coffin Butte Road. Even if it’s zoned for landfill, it will continue to be a tree farm (“nothing will change south of Coffin Butte Road”)
- All leachate (“garbage juice”) will be treated onsite; leachate treatment will be efficient and will not contaminate waterways (“it’s a state-of-the-art new technology!”)
- Landfill operations will be invisible (“you won’t even know it’s there -- landfill operations will be screened so that they cannot be seen!”)
- Landfill operating hours would be limited (“beeping won’t wake your kids at 4:30 am”)
- Only a small area of the landfill would be used for waste disposal at any one time. After being used for waste disposal, it would be covered, reseeded, and returned to productive agricultural/forest use (“you won’t even know it *used to be* there”)
- Geographical features of the landfill property would be protected
- Domestic wells will not be contaminated (“your family will be safe”)
- Just in case the landfill accidentally poisons you, the landfill maintains a muscular liability insurance protection policy (“OK, it’s not 100% safe, but insurance will pay out if you are harmed”).

...and finally, the perennial:

- This is the last expansion! (“we promise! this expansion will extend the life of the landfill until the year 20XX [insert date a long time from now...preferably 30 years from the present!]”)

There are many more, but the gist of the promises, was that the landfill would be primarily for Benton County, that it would be small, that it wouldn’t be seen, that it would be temporary, that lands would be returned to productive use, that contractual volume caps would be respected, that estimates of landfill life could be relied upon.

In fact, when the landfill zone itself was adopted, the official Solid Waste Management Plan said that by 2000, the landfill would be closed.

Main promises:

The landfill is temporary.

But is it? When something is temporary, forever, is it really temporary? When the entire time it is temporarily there, it gets larger and larger, becomes more and more of an eyesore, what then?

The landfill is safe.

But is it? Have wells been contaminated? Does it currently leak leachate? What is in the gas we smell? Are there cancer clusters? If the landfill is an “asset” now (because people may be paying slightly less than market rate for garbage service – and are they, really? Because the County gets \$35/resident in additional revenue?), will it be a “liability” in the future? How long will that future be?

What the “Common Understandings” needs to address, front and center, is:

What promises have historically been made? How have they been broken? What harms have resulted?

Suggested information sources to consult:

Harms to Benton County: Benton County's vision of itself – how does having the second-largest-landfill in Oregon align with Benton County's stated goals?

- Benton County Comprehensive Plan
- Benton County 2040 Initiative
- Benton County Core Values

Harms to the region:

- Examination of increases in vehicle traffic associated with yearly landfill volume increases; consultation with Benton County public works for an assessment of costs to remediate damages to the transportation network caused by truck traffic
- Examination of leachate treatment costs, what is the burden on public facilities
- Fire department personnel for a description of the challenges of fighting a fire at a landfill
- Various academic studies on the health of residents who live near landfills/Oregon Health Authority for information about cancer clusters
- Emerging information on PFAS

Harms to the immediate vicinity

- Narrative statements by the landfill operator about land use compatibility
- Historical photographs
- Oral histories of long-time residents
- Land sales/acquisitions of parcels that surrounded the landfill
- Blight