



**Board of Commissioners**  
 Office: (541) 766-6800  
 Fax: (541) 766-6893  
 4500 SW Research Way  
 Corvallis, OR 97333  
 bentoncountyor.gov

## AGENDA

(Chair May Alter the Agenda)

### BENTON COUNTY BOARD OF COMMISSIONERS MEETING

**Tuesday, February 6, 2024, 9 AM**

How to Participate in the Board of Commissioners Meeting			
In-Person	Zoom Video	Zoom Phone Audio	Facebook LiveStream
Kalapuya Building 4500 SW Research Way Corvallis, Oregon	<a href="#">Click for Zoom link</a>	Dial 1-253-215-8782	<a href="#">Click for Facebook LiveStream link</a>
	Zoom Meeting ID: 890 8724 1327		
	Zoom Passcode: 137691		

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 by contacting the Board of Commissioners Office at 541-766-6800 or 800-735-2900 TTY, by email [bocinfo@bentoncountyor.gov](mailto:bocinfo@bentoncountyor.gov), or on the web at <https://boc.bentoncountyor.gov/contact/>.

The Board of Commissioners may call an executive session when necessary pursuant to ORS 192.660. The Board is not required to provide advance notice of an executive session; however, every effort will be made to give notice of an executive session. If an executive session is the only item on the agenda for the Board meeting, notice shall be given as for all public meetings (ORS 192.640(2)), and the notice shall state the specific reason for the executive session as required by ORS 192.660.

### 1. Opening

- 1.1 Call to Order
- 1.2 Introductions
- 1.3 Announcements

### 2. Review and Approve Agenda

### 3. Proclamation

- 3.1 10 minutes – Proclaiming February 2024 as Black History Month in Benton County, Proclamation P2024-001 – Christopher Hughbanks, NAACP Linn Benton Branch

#### **4. Comments from the Public**

Time restrictions may be imposed on public comment, dependent on the business before the Board of Commissioners. Individual comment may be limited to three minutes.

#### **5. Work Session**

- 5.1 30 minutes – Recognition and Demonstration of New Benton County Website – John Larsen, Information Technology

#### **6. Consent Calendar**

- 6.1 Approval of a Retroactive Reappointment to the Cascades West Area Commission on Transportation, Order # D2024-025, Sarah Bernstein
- 6.2 Approval of the December 5, 2023 Board of Commissioners Meeting Minutes

#### **7. Old Business**

- 7.1 10 minutes – Second Reading and Adoption of Ordinance 2024-0323 Proposing Revision to Benton County Code Chapters 4, 5, and 6 – James Morales, Records and Elections

#### **8. New Business**

- 8.1 20 minutes – Review and Approval of the Benton Area Transit 2024 Title VI Plan Update – Gary Stockhoff, Public Works; Lisa Scherf, City of Corvallis Public Works
- 8.2 10 minutes – Notice of Intent to Apply for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Planning Grant: SW 53rd Street Improvements – Laurel Byer, Public Works
- 8.3 10 minutes – Remove Weight Limit Posting on Airport Avenue Bridge over Muddy Creek on County Road 25280, Order #D2024-026 – Michael Johnson, Public Works
- 8.4 30 minutes – Recommendation from the Home, Opportunity, Planning ,and Equity (HOPE) Executive Committee to Adopt a Coordinated Homeless Response System Five-year Strategic Plan – April Holland, Rebecca Taylor, Health Services

- 8.5 60 minutes – Presentation of Republic Services’ Annual Reports for Coffin Butte Landfill and for Hauling Services – Bret Davis, Julie Jackson, Ian Macnab, Ginger Rough; Republic Services

## 9. Other

ORS 192.640(1) . . . notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.”

## 10. Executive Session

The Board will meet under ORS 192.660[2][d] – Labor Negotiations

# CONSENT CALENDAR

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR THE STATE OF OREGON, COUNTY OF BENTON**

In the Matter of Reappointment to the ) ORDER No. D2024-025  
CASCADES WEST AREA )  
COMMISSION ON TRANSPORTATION )

THE ABOVE-ENTITLED MATTER COMING NOW FOR THE CONSIDERATION  
OF THE BOARD AND,

IT APPEARING TO THE BOARD

WHEREAS, Private Sector #1 position was not formally reappointed. The appointment shall be retroactive to January 1, 2024 through December 31, 2025.

THAT the following qualified and knowledgeable individual has indicated a willingness to serve on this board:

<u>Name</u>	<u>Appointed &amp; Position</u>
Sarah Bernstein	Appointed: 02/06/24 Beginning: 01/01/24 Expires: 12/31/25 Private Sector #1 Benton County Representative

NOW, THEREFORE, IT IS HEREBY ORDERED that the above individual is hereby appointed to the Cascades West Area Commission on Transportation.

Adopted this 6<sup>th</sup> day of February, 2024.

Signed this 6<sup>th</sup> day of February, 2024.

BENTON COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Xanthippe Augerot, Chair

\_\_\_\_\_  
Nancy Wyse, Vice Chair

\_\_\_\_\_  
Pat Malone, Commissioner

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**MINUTES OF THE MEETING**  
**BENTON COUNTY BOARD OF COMMISSIONERS**  
Livestream: <http://facebook.com/BentonCoGov>  
Tuesday, December 5, 2023  
9:00 a.m.

**Present:** Pat Malone, Chair; Xanthippe Augerot, Commissioner; Nancy Wyse, Commissioner; Vance Croney, County Counsel; Rachel McEneny, County Administrator

**Elected Officials:** Jef Van Arsdall, Sheriff

**Staff:** Jenn Ambuehl, Rick Crager, Financial Services; Tomi Douglas, Jesse Ott, Natural Areas, Parks, and Events; Eric Glass, David Iverson, Brian Lundy, Sheriff's Office; Cory Grogan, Public Information Officer; April Holland, Lacey Mollel, Health Services; Amanda Makepeace, BOC Staff; Erika Milo, BOC Recorder

**Guests:** Ryan Beathe, City of Albany; John Harris, Horsepower Productions; Craig Hendrickson, Trudy Overlin, Kristi Schrock, Fair Board; Kevin Kenaga, Arlene Merems, Eileen Stark, Richard Weber, Residents

**1. Opening:**  
**1. Call to Order**

Chair Malone called the meeting to order at 9:02 a.m.

**2. Introductions**  
**3. Announcements**

No announcements were made.

**2. Review and Approve Agenda**

The following items were added under **Item 8. Other:**

- 8.1 Commissioner Nancy Wyse Update**
- 8.2 Commissioner Pat Malone Update**
- 8.3 Hubert McBee Campground – Board of Commissioners**

The agenda was heard in this order:  
**Items 1-3, 6, 4, 5, 8.1, 8.2, 9, 8.3, 7**

**3. Comments from the Public**

No comments were offered.

**4. Work Session**

- 4.1 Discuss Supplemental Budget 240601, Resolution #R2023-024 – Rick Crager, Jenn Ambuehl; Financial Services**

Crager presented the first budget supplement for the 2023-25 biennium. Staff request a \$17.34 million increase, 3.6% of the current budget, for a total biennial budget of \$503 million. This

supplement contains no Full Time Equivalent changes; most changes relate to capital outlay, transfers, and reserves. Estimates for some capital projects have increased, and the County progressed slower than anticipated on these projects last biennium.

The supplemental budget includes a \$2.6 million increase for the External Fleet program, primarily because vehicles ordered last biennium were not in stock. For the same reason, \$905,000 in the Internal Fleet Service Fund will shift from Contingency to Capital Outlay, making no budgetary impact.

House Bill 5019 provided a new \$2.44 million grant from Oregon Housing & Community Services (OHCS) to increase emergency shelter and housing for the homeless. Staff are still discussing how to administer the \$1.4 million coming directly to the County. The total includes a grant to Unity Shelter, which prefers the County administer the funding.

Timber harvest at Beazell Forest will yield about \$475,000. Natural Areas, Parks, and Events will use \$210,000 for improvements and maintenance at the Beazell Education Center. The remaining \$265,000 will go into Operating Contingency.

There is a \$163,100 increase for emergency evacuation routes, including \$100,000 from Corvallis Rural Fire Department for the Sheep Farm Road project, and \$63,100 in project cost that carried over. This has enabled the County to focus more funds on the Cardwell Hill project and planning additional routes.

There is about \$132,000 for the Sheriff's Office, including a \$113,000 Homeland Security Administration grant for emergency communications and regional incident emergency operations training. The remainder is due to a higher beginning balance in the Department of Justice Equitable Sharing Trust Fund for Operations, now located in Materials & Supplies.

An \$11.59 million increase is due to updated revenues and estimates for all capital projects for the New Courthouse (NCH) and District Attorney's Office (DAO), the Crisis Center (CC), and the Emergency Operations Center (EOC). Staff did not have the 2023 legislative results when the budget was adopted. The CC overall increase for the biennium is \$1.5 million, due to unanticipated environmental work and slower spending than expected. The County received an additional \$100,000 from OHCS and \$1.2 million from Oregon Housing Authority (OHA) to defray the environmental costs. The CC is within budget with some contingency, with a total biennial budget of \$8.2 million. Crager noted that is not the total project budget, since there was spending in the previous biennium.

The EOC budget increased by \$3.5 million, based on Board prioritization of \$2 million from the American Rescue Plan Act and Capital Improvement Project funds. The County received \$5 million from the State legislature, which was \$1 million more than expected. The EOC total for the biennium, which is the total anticipated project cost, is \$8.8 million.

The NCH/DAO budget increased \$15.6 million because of project spending delays and additional estimated costs due to the increased size of NCH. The County has reached agreement with the State on the scope of the project, and construction should start in March 2024. The Board authorized Crager to use ARPA and Capital Improvements Project reserve funds as necessary for increased costs. The County has also received a much better than anticipated bond interest rate and a higher beginning fund balance, for a total biennial budget of \$9.2 million. This assumes the 2024 State legislature will receive additional allocations.

The \$9 million budgeted for the Homeless Navigation Center is removed from the budget because the request was not funded by the 2023 Legislature.

Augerot noted a correction to the presentation and text: the funds for the CC shortfall were from OHA and InterCommunity Health Network, not OHCS.

**MOTION:** Augerot moved to forward this item to the December 19, 2023 Board Meeting for a Public Hearing. Wyse seconded the motion, which **carried 3-0.**

**5. Consent Calendar**

**5.1 Approval of Appointments to the Following Advisory Boards and Committees:**

<u>Road District</u>	<u>Order Number</u>	<u>Appointees</u>
Brownly-Marshall	D2023-079	Martin Fitzpatrick
Chinook	D2023-080	Matthew Lindberg
Country Estates	D2023-081	Dan Dix
Marys River Estates	D2023-082	Debbie Jackson
McDonald Forest Estates	D2023-083	Fred Eisenlohr
North F Street	D2023-084	Robert Biscoe
Oakwood Heights	D2023-085	Eleanor Love
Ridgewood	D2023-086	Katherine Robertson
Rosewood Estates	D2023-087	Chris Smith
Vineyard Mountain	D2023-088	John Hockensmith
Westwood Hills	D2023-089	David Dickson

**MOTION:** Wyse moved to approve the Consent Calendar of December 5, 2023. Augerot seconded the motion, which **carried 3-0.**

**6. Proclamations**

**6.1 Proclaiming December as National Rural Health Month in Benton County, Proclamation #P2023-021 – Lacey Mollel, Community Health Centers**

Mollel read the Proclamation aloud. Rural areas face unique health disparities.

**MOTION:** Augerot moved to approve Proclamation #P2023-021 proclaiming December as National Rural Health Month in Benton County. Wyse seconded the motion, which **carried 3-0.**

**7. Public Hearings**

**\*PH 1 In the Matter of a Public Hearing Regarding an Amendment to Benton County Code, Chapter 9, Ordinance 2023-0322 – Tomi Douglas, Natural Areas, Parks, and Events**

Chair Malone reconvened the regular Board Meeting and opened the Public Hearing at 11:00 a.m.

Staff Report

Augerot shared that at the previous discussion on November 7, 2023, the redline of the Exotic Animal Ordinance (EAO) was not in the packet, and there was confusion about notice to the



community about the date of the Public Hearing. Given that, the Board decided not to proceed at that time. Augerot expressed confusion about the multiple versions of the EAO in circulation; the packet version had some errors.

Douglas noted the redline document had been revised many times; when Counsel previously pointed out errors, Douglas could not find the version referred to, but the errors were mostly earlier changes that had not carried through. Regarding organizations that were exempt from the EAO, under 9.810 (2)(a) the phrase ‘Any association accredited by the World Association of Zoos & Aquariums’ was inadvertently struck. 9.801(2)(b) should read ‘Veterinary clinics or wildlife rescue and rehabilitation facilities which are licensed by the state of Oregon.’

Augerot replied that the phrase was in the original and the public comments the Board received. The most recent version is incorrectly numbered 9.801(2)(a), (c), (b), (c); the two parts added back that were struck accidentally were (a) and the first (c).

Douglas had made the two corrections Counsel suggested. Douglas asked about substantive changes from the discussion at the November 7, 2023 Board Meeting.

Augerot indicated the main substantive change the Board requested then was in the rodeo language.

Wyse asked if the version in the revised packet was the correct version.

Counsel clarified that in the revised packet, page 126, 9.810(2) is numbered (a) through (f); that is the correct version of the EAO being presented to the Board. At the meeting on November 7, 2023, the question arose on whether (c) should be broken out so that (d) becomes a second subsection. Subsections (c) and (d) used to be one paragraph and now are separate, with an addition at the end of (d) that says ‘This exemption applies to activities using livestock and domestic animals only.’

Douglas concurred that those were the changes made since November 7, 2023.

Augerot was unaware of a revised version of the packet.

Counsel added that Merems pointed out the numbering errors and staff corrected those yesterday.

Milo quoted the Board direction from the November 7, 2023 Public Hearing on this topic.

Augerot noted that the change on 9.805(4)(c) was to delete ‘lemon sharks’ because that is redundant with ‘sharks.’

Wyse noted that ‘lemon sharks’ does appear in the revised packet version.

#### Public Comment

Richard Weber, resident, commented that one section of the original EAO’s preamble about public safety was missing and should be restored. The spirit and scope of the original Ordinance should remain intact. Proposed changes: the original language of 9.810(2)(a) had exemptions for facilities accredited by the Association of Zoos & Aquariums or the World Association of Zoos and Aquariums and several recognized wildlife rehabilitation organizations. Weber requested that this text be reinstated. In 9.810 (2)(b), a new category of exempted entities is proposed for rodeos and Future Farmers of America (FFA) activities. Weber questioned the need for this

exemption and proposed changing the sentence ‘This activity applies to activities using livestock and domestic animals only’ to ‘This exemption applies only to activities not using animals listed in 9.805(4).’ There are many forms of entertainment, including animal-free circuses, that do not feature transportation of exotic animals.

Eileen Stark, resident, shared that similar laws have passed in over 150 cities and counties and 37 states; eight states have passed restrictions or full bans on the use of wild animals in traveling exhibits. Merems stated that County residents want to maintain the scope and intent of the original EAO, with just a few changes. It is essential to clarify that the rodeo exemption does not apply to animals banned by the EAO, since the terms ‘livestock and domestic animals’ are not defined in the document and could cause confusion. Instead, say that the exemption applies only to activities that do not use the animals listed. Please reject suggested edits such as adding ‘certified’ to 9.810(2)(a); facilities are either accredited or licensed by institutions, and no traveling show should be exempt. Animals in shows are trained using cruel methods, travel frequently in severe confinement, and often cause threats to public health and safety. There is no difference between a traveling animal act for entertainment or education in terms of welfare. There are multiple animal-free circuses.

Arlene Merems, resident, referred to her email about recommended EAO edits (**Exhibit 1**). The Board mentioned correcting the deletions about exemptions. One of the statements about public safety is missing from the preamble. The rodeo exemption should simply apply to activities not using animals listed in 9.805(4). The amended EAO incorporating those edits will make the Ordinance easy to understand and enforce, while meeting the Board’s original intent to end the County’s role in perpetuating suffering of wild animals in traveling animal acts. The Work Group (WG) for the original EAO did not include anyone familiar with the industry issues of such acts. The Oregon District Attorney for animal cruelty, the Director of Wildlife Integrity from the Oregon Department of Fish & Wildlife, and the Chintimini Wildlife Center Director attended only two meetings and offered minimal input because their expertise did not cover this discussion. Those individuals said the discussion was unorganized and did not address the intent to make the EAO understandable and enforceable.

Trudy Overlin, Fair Board (FB) member, stated that WG members attended most meetings. The alternative ordinance was based on the original assumption that the EAO was intended to ban circuses and events like Take a Walk on the Wild Side, but when the EAO was drafted, it went far beyond that scope. All parties in the WG had an opportunity to review the alternative ordinance, including the State Attorney. The FB has concerns about the definition of ‘domestic animals’ and still thinks the EAO is an overreach. The presence of a particular animal at an event does not necessarily constitute cruelty. The Fair Board also objects to some of the scientific studies consulted and has provided alternative studies to the Board of Commissioners. The EAO is already impacting the Fairgrounds’ ability to serve its required purpose. The EAO does not need to be extended, and doing so could cause presenters to object to working in Benton County and go elsewhere. The Fair Board has received comments from residents who felt unheard regarding the EAO, including a conservation entity and a recognized educator for the Oregon Museum of Science & Industry. If ‘livestock’ is added, it should be defined. The FB still thinks the EAO should be repealed and replaced, and, while that does not seem likely, wants to register its objections.

#### Staff Response

Douglas commented that everyone involved wants the same thing: for animals to be taken care of and not treated poorly or abused, and for 4-H, FFA, and the Fairgrounds to thrive. This version of the EAO will not currently harm the Fairgrounds or County operations, provides

specific guidelines, and outlines community values. The FB has been very cooperative and helpful during this process. This EAO is understandable, enforceable, and falls within 2040 goals and values.

Counsel felt it makes sense to change 9.810(2)(d) 'livestock and domestic animals' to a reference to the animal list in 9.805(4), thus connecting the exemption specifically to the Ordinance, and avoiding concerns about definitions. The 'whereas' provision about public safety was deleted at the Board's request.

Douglas recalled that when staff presented to the FB at the work session, that provision seemed particularly contentious and unnecessary, so it was removed as a compromise.

Augerot concurred with Douglas's recollection and felt that removing one provision did not weaken the overall language and intent. Augerot concurred with dropping the language about 'livestock and domestic animals' from 9.810(2)(b) and instead referring to the 9.805(4) list.

Douglas concurred with that suggestion.

Wyse noted that while this Ordinance has been used in many other jurisdictions, Benton's community is unique, and the Board needs to balance various groups and opinions. Wyse's intent is to balance diverse values while maintaining the spirit and intent of the original EAO and making the EAO more transparent and easily understood. Some trouble arose when Wyse and Malone (Augerot was absent) directed the FB to consider a change to the EAO. Wyse expressed appreciation for the FB's work in developing a second option, but the result was not exactly what Wyse or Augerot had in mind. The changes in this version of the EAO are good and serve the community well. The finger-pointing has been frustrating; everyone here has the same values, but too much time has been spent hearing accusations from various sides. In future, Wyse would prefer to stick to the facts, the vision, and the desired outcome.

Malone expressed appreciation for the WG's effort; that work can still be referred to. Malone agreed the County has spent considerable time on this. The version of the EAO with Latin names of animals was written and circulated by Animal Defenders International and was not intended to be easy to understand. The County has made some progress on making the EAO understandable. No one involved wants to be cruel to animals.

Craig Hendrickson, Fair Board member, asked if the Board is able to take testimony from individuals who reside outside of Benton County.

Malone affirmed.

Wyse affirmed, and stated she weights those opinions accordingly.

Hendrickson opined that if a matter affects Benton residents, those points of view should be weighted most, not the views of People for the Ethical Treatment of Animals and other groups from out of state. Hendrickson noted the ban includes alligators, and asked if a Benton County resident who owns an alligator would have to move away or remove his traveling educational business from the County.

Wyse clarified that the individual is allowed to own alligators, just not to display them at an event in Benton County.

Douglas noted that the individual has a State exemption.

Hendrickson asked if the individual could hold a show within city limits.

Wyse confirmed. The EAO only applies in the unincorporated portion of the County.

Chair Malone closed the public hearing at 11:41 a.m.

### Deliberations

Augerot was satisfied with the current version of the Ordinance in the packet with the additional changes from the last meeting of dropping ‘lemon sharks,’ dropping 9.810(2)(b) ‘livestock and domestic animals,’ and substituting a reference to 9.805(4).

Counsel recommended that instead of a motion to approve and first reading today, staff return to the Board with a redline version that shows the changes for clarity.

Augerot asked if another Public Hearing would be needed.

Counsel replied that this Public Hearing could be continued to another meeting, where staff will present the redline and clean version.

The Board favored this approach.

After discussion, Malone stated that the Hearing would be continued to the December 19, 2023 Board Meeting at 11:00 a.m., where the Board will resume deliberations on an updated redline version of the EAO based on testimony and information received today.

Wyse requested that Augerot’s proposed motion be sent to staff to clarify the desired changes.

### **{Exhibit 1: Arlene Merems December 4, 2023 Email}**

## **8. Other**

### **8.1 Commissioner Nancy Wyse Update**

Wyse mentioned receiving an email from Greg Wolfe of Housing Innovations Partnership regarding use of the County logo.

Augerot explained that at last year’s legislative effort, a group including Augerot endorsed a proposed revolving loan fund to be put forth in the short legislative session. Augerot advocated continuing to support this initiative, which helps developers who need revolving loans as they apply for government low-income housing funds. Wolfe formerly worked on the Association of Oregon County (AOC) solutions team and was also at the 2023 AOC conference advocating for this package. Augerot will contact Wolfe to confirm using the County logo.

### **8.2 Chair Pat Malone Update**

Last week, Malone went to the Knife River Training Center for an update on broadband internet. Representative Pam Marsh opened the meeting and has been actively promoting Oregon broadband. Rachael Maddock-Hughes, Sequoia Consulting, was on the panel and has a contract with the County to advance broadband efforts. Malone made good contacts with staff from internet provider Lyrica, which started fixed wireless in this area and plans to move to fiber

when appropriate. Polk County Commissioner Craig Pope attended. Polk County has a staff person advancing broadband efforts and has made a serious commitment, with good results.

Chair Malone recessed the regular Board meeting at 9:35 a.m.

Chair Malone reconvened the Board Meeting at 9:39 with Item 9.

**8.3 Hubert McBee Campground – Board of Commissioners**

**MOTION:** Wyse moved to authorize staff to enter into a Letter of Intent with the Alliance for Recreation and Natural Areas for acquisition of Hubert McBee Campground. Augerot seconded the motion, which **carried, 3-0.**

Chair Malone recessed the meeting at 10:36 a.m. and reconvened at 11:00 a.m. with item 7., Public Hearing 1.

**9. Executive Session – Negotiations for Property Transactions**

Chair Malone entered Executive Session at 9:47 a.m.

Chair Malone exited Executive Session at 10:31 a.m. and immediately resumed the regular Board Meeting with Item 8.3.

**10. Adjournment**

Chair Malone adjourned the meeting at 11:46 a.m.

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Pat Malone, Chair

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Erika Milo, Recorder

*\* NOTE: Items denoted with an asterisk do NOT have accompanying written materials in the meeting packet.*

# PROCLAMATIONS



**BEFORE THE BOARD OF COMMISSIONERS  
FOR THE STATE OF OREGON, FOR THE COUNTY OF BENTON**

**In the Matter of Proclaiming February )  
2024 as Black History Month in Benton ) PROCLAMATION P2024-001  
County )**

Black History Month provides a unique opportunity to celebrate and honor the invaluable contributions, achievements, resilience, and cultural heritage of African Americans, who have played a vital role in shaping the history and identity of the United States; and

Acknowledging and preserving the experiences and contributions of African Americans contributes to a more comprehensive understanding of our shared history and promotes unity, diversity, and inclusion within our communities; and

The ongoing struggle for equal rights, accompanied by the rich scientific and cultural contributions of African Americans, have paved the way for progress and continue to inspire future generations to strive for excellence in all areas of life.

In 2024, Black History Month highlights the rich and varied contributions of African Americans to music, literature, the visual arts, and all aspects of contemporary culture.

Benton County is committed to fostering an environment that values diversity, equity, and inclusion and recognizes the importance of promoting awareness and understanding of Black history.

Now, therefore, be it proclaimed that, the Benton County Board of Commissioners does hereby recognize and proclaim the month of February as Black History Month in Benton County. We urge all residents to take this opportunity to learn about, celebrate, and reflect upon the countless achievements and contributions of African Americans to our community, our nation, and the world.

Adopted this 6<sup>th</sup> day of February, 2024.

Signed this 6<sup>th</sup> day of February, 2024.

**BENTON COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Xanthippe Augerot, Chair

\_\_\_\_\_  
Nancy Wyse, Vice Chair

\_\_\_\_\_  
Pat Malone, Commissioner

# **OLD BUSINESS**



# BOC Agenda Checklist Master

## Agenda Placement and Contacts

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**Suggested Agenda Date** 02/06/24

View [Agenda Tracker](#)

**Suggested Placement \*** BOC Tuesday Meeting

**Department \*** Records & Elections

**Contact Name \*** James Morales

**Phone Extension \*** 6832

**Meeting Attendee Name \*** Vance Croney

### Agenda Item Details

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**Item Title \*** Ordinance No. 2024-0323, Adopting Revisions to Benton County Code Chapters 4, 5, and 6

- Item Involves \*** Check all that apply
- Appointments
  - Budget
  - Contract/Agreement
  - Discussion and Action
  - Discussion Only
  - Document Recording
  - Employment
  - Notice of Intent
  - Order/Resolution
  - Ordinance/Public Hearing 1st Reading
  - Ordinance/Public Hearing 2nd Reading
  - Proclamation
  - Project/Committee Update
  - Public Comment
  - Special Report
  - Other

**Estimated Time \*** 10

**Board/Committee Involvement \***  Yes  No

Advertisement\*

Yes

No

Item Issues and Description

**Identified Salient Issues \***

Chapter 4: identifies elections impacted; removes confusing titles and unrelated precinct committee person section; corrects an erroneous filing date; makes clear the winning candidate for either plurality or ranked choice voting (RCV) election contests; and brings forth clarifying language requested by Commissioner Nancy Wyse.

Chapter 5: makes clear that measure explanatory statements are not subject to judicial review but are reviewed in accordance with Benton County Code (BCC) Chapter 6; outlines the Advisory Measure processes and available election dates; and brings forth clarifying language requested by Commissioner Wyse.

Chapter 6: adds flexibility to voters' pamphlet distribution and reference to translated information; clarifies word count, space, and photo requirements related to statements and arguments; and brings forth clarifying language requested by Commissioner Wyse.

**Options \***

1. Conduct the Second Reading and Adopt Ordinance 2024-0323 Revising Chapters 4, 5 and 6 of the Benton County Code.
2. Identify additional revisions needed prior to adopting changes to Benton County Code Chapters 4, 5 and 6.
3. Do not make additional changes to or adopt revisions to Benton County Code Chapters 4, 5 and 6.

**Fiscal Impact \***

- Yes
- No

# 2040 Thriving Communities Initiative

**Mandated Service?\***  Yes  No

## 2040 Thriving Communities Initiative

Describe how this agenda checklist advances the core values or focus areas of 2040, or supports a strategy of a departmental goal.

To review the initiative, visit the website [HERE](#).

### Values and Focus Areas

Check boxes that reflect each applicable value or focus area and explain how they will be advanced.

#### Core Values\*

Select all that apply.

- Vibrant, Livable Communities
- Supportive People Resources
- High Quality Environment and Access
- Diverse Economy that Fits
- Community Resilience
- Equity for Everyone
- Health in All Actions
- N/A

**Explain Core Values Selections\*** Translation and gender revisions address this value.

#### Focus Areas and Vision\*

Select all that apply.

- Community Safety
- Emergency Preparedness
- Outdoor Recreation
- Prosperous Economy
- Environment and Natural Resources
- Mobility and Transportation
- Housing and Growth
- Arts, Entertainment, Culture, and History
- Food and Agriculture
- Lifelong Learning and Education
- N/A

**Explain Focus Areas and Vision Selection\*** The Voters' Pamphlet is intended to educate the electorate on the issues and candidates in each election prior to casting their vote.

## Item Recommendations and Motions

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**Staff Recommendations\*** Adopt Ordinance No. 2024-0323 Amending Chapters 4, 5, and 6 of the Benton County Code to revise, update and clarify election procedures and conduct the Second Reading.

**Meeting Motions\*** I move to ...  
I move to adopt Ordinance No. 2024-0323 Amending Chapters 4, 5, and 6 of the Benton County Code to revise, update, and clarify election procedures and conduct the Second Reading.

### Staff Recommendations

Adopt Ordinance No. 2024-0323 Amending Chapters 4, 5, and 6 of the Benton County Code to revise, update and clarify election procedures and conduct the Second Reading.

### Meeting Motion

I move to adopt Ordinance No. 2024-0323 Amending Chapters 4, 5, and 6 of the Benton County Code to revise, update, and clarify election procedures, and to conduct the Second Reading.

# Attachments, Comments, and Submission

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## Item Comments and Attachments

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**Attachments**

Upload any attachments to be included in the agenda, preferably as PDF files. If more than one attachment / exhibit, please indicate "1", "2", "3" or "A", "B", "C" on the documents.

Chap 6 Voters Pamphlet_Proposed2024.pdf	465.59KB
Chap 6 Voters Pamphlet_2024.pdf	461.4KB
Chap 5 Ballot Measures_Proposed2024.pdf	288.52KB
Chap 5 Ballot Measures_2024.pdf	286.86KB
Chap 4 County Elections and Candidates_Proposed2024.pdf	356.55KB
Chap 4 County Elections and Candidates_2024.pdf	352.95KB
Ordinance 2024-0323.pdf	201.86KB

**Comments (optional)** If applicable, County Counsel will need to add footnotes to the final version for each chapter identifying the Ordinance and date of the adopted code. WORD version provided via email.

If you have any questions, please call ext.6800

**Department Approver**

JAMES MORALES


1.

### Department Approval

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Comments

Signature



*James V. Morales*

2.

### Counsel Approval

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**Comments** Teresa Larson on behalf of County Counsel Vance Croney

Signature



TERESA LARSON ON BEHALF OF COUNTY COUNSEL VANCE CRONEY

3.

### County Administrator Approval

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Comments

Signature



*Rachel L. McEnany*

4.

### BOC Final Approval

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Comments

Signature



*Hanna Kwiatkowski*

**BEFORE THE BOARD OF COMMISSIONERS  
FOR THE STATE OF OREGON, COUNTY OF BENTON**

**In the Matter of Amending Chapters 4, 5 and 6            )**  
**of the Benton County Code to Revise, Update,        )**                   **Ordinance No. 2024 - 0323**  
**and Clarify Election Procedures                        )**

THE BENTON COUNTY BOARD OF COMMISSIONERS HEREBY ORDAIN AS FOLLOWS:

WHEREAS, the Benton County Code affecting elections requires revision to reflect statutory, organizational and technical changes; and

WHEREAS, Chapter 4, revisions identify elections impacted, amends confusing titles and removes BCC 4.230 regarding precinct committee persons; and

WHEREAS, BCC 4.215 is corrected to align the filing date with related filing deadlines and governing statutes; and

WHEREAS, BCC 4.265 makes clear the elected candidate, whether or not ranked choice voting is utilized in the contest; and

WHEREAS, Chapter 5 revisions clarify that measure explanatory statements are not subject to judicial review and provides clarity related to advisory measure ballot titles, explanatory statements and election dates; and

WHEREAS, Chapter 6, revisions add flexibility to voters' pamphlet distribution requirements, recognize the availability of translated information and clarify the word count, space and photo requirements related to candidate and argument filings for inclusion in the voters' pamphlet.

NOW, THEREFORE, the Board of Commissioners of Benton County does ordain as follows:

**Part I.**    Short Title. This Ordinance shall be known as “Election Code Amendments to Chapters 4, 5 and 6 of the Benton County Code.”

**Part II.**   Text Amendment. Election Code Chapters 4, 5 and 6 are hereby adopted as noted in the attachments marked as Exhibit “A”.

**Part III.** The effective date of the amendments to the Benton County Code will be:

1<sup>st</sup> Reading:                January 23, 2024  
2<sup>nd</sup> Reading                February 6, 2024  
Effective Date:            March 7, 2024



BENTON COUNTY BOARD OF COMMISSIONERS

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Xanthippe Augerot, Chair

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Nancy Wyse, Vice Chair

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Pat Malone, Commissioner

Approved As To Form:

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Vance M. Croney, County Counsel

## CHAPTER 4

### ELECTIONS AND CANDIDATES

#### ADMINISTRATION

##### 4.001 Purpose.

The purpose of this chapter is to provide clear guidance to county offices and other interested parties in the conduct of elections held in Benton County. [Ord. 99-0153; Ord. 2019-0291]

##### 4.002 Definitions.

(1) “**Electoral District**” means the physical boundaries within Benton County of any elected position. [Ord. 99-0153; Ord. 2019-0291]

#### ~~SPECIAL ELECTIONS~~

##### 4.101 Primary Elections.

Each qualified major party may nominate one candidate in the Primary Election for each county partisan office position to be filled at the General Election. Non-partisan county office positions shall be nominated and elected in accordance with ORS 249.088 and 249.091.

##### 4.105 General Elections.

One candidate shall be elected to fill each county office position appearing on the General Election ballot.

##### 4.110 Special Elections.

The Board of Commissioners may call a special election by order. The order shall state the purpose for calling the special election, the propositions to be voted upon, and the date on which the election shall be held. [Ord. 11, adopted May 6, 1986; Ord. 85-0002; Ord. 90-0062; Ord. 2019-0291]

~~4.102 Filing Deadlines. Special district nominations shall be filed not later than the 70<sup>th</sup> day before the election and in compliance with existing election law. [Ord. 2019-0291]~~

#### COUNTY OFFICES ~~ELECTIONS GENERALLY~~

##### 4.201 Election to Fill a Vacancy.

If an election is required to fill a vacancy in an elected County office pursuant to Benton County Charter Chapter V Section 22(4)(a)(A), the election shall be conducted pursuant to Benton County Charter Chapter VII Section 25(1). [Ord. 90-0062; Ord. 2019-0291]

#### **4.205 Ballot Specifications for Partisan Offices.**

If an election is held to fill a vacancy in a partisan county office, the candidate's party affiliation as listed in the candidate's petition or declaration of candidacy or certificate of nomination shall appear first following the name of the candidate on the ballot, followed by up to two minor party nominations received by that candidate, if applicable. Abbreviated party names as established by the Secretary of State can be used. [Ord. 90-0062; Ord. 2019-0291]

#### **4.210 Candidate Petition or Declaration of Candidacy for County Office.**

(1) A person eligible pursuant to the Benton County Charter may become a candidate to fill partisan or non-partisan elected County office, or to fill a vacancy in a partisan or non-partisan elected County office, by filing either a petition or a declaration of candidacy.

(2) At the time of filing, a declaration of candidacy shall be accompanied by a filing fee set by order of the Board of Commissioners. The Board shall set the amount of the filing fee based on the filing fee provided in state law for a declaration of candidacy for an elected County office.

(3) In lieu of filing a declaration of candidacy and paying a fee, a person may become a candidate for an elected County office by filing a petition of candidacy as follows:

(a) If the person is filing a petition of candidacy to fill a nonpartisan elected County office, at the time of filing, the petition shall contain at least 500 signatures of electors in the electoral district, or a number of signatures of electors equal to at least one percent of the votes cast in the electoral district for all candidates for Governor at the most recent election at which a candidate for Governor was elected to a full term, whichever is less. In addition, these signatures shall include those of electors registered in each of at least one-fifth of the precincts in the electoral district.

(b) If the person is filing a petition of candidacy as a candidate of a major political party to fill a partisan elected County office, the petition shall contain the signatures of electors who are members of the same major political party as the candidate. The petition shall contain at least 500 signatures or the number of signatures at least equal to two percent of the vote in the County for the candidates of that major political party for presidential electors at the last presidential election, whichever is less. In addition, the signatures shall include those of electors registered in at least one-fifth of the precincts in the electoral district. [Ord. 90-0062]

#### **4.215 Filing Deadlines.**

(1) A petition for candidacy or declaration of candidacy shall be filed not later than the ~~61<sup>st</sup>~~70<sup>th</sup> day prior to ~~the a primary or general election or any other special~~ election.

(2) The certificate of nomination of a candidate for public office shall be filed in accordance with ORS 249.722. [Ord. 90-0062; Ord. 2019-0291]

#### **4.220 Contents of Petition or Declaration.**

(1) A petition or declaration of candidacy shall contain the information required in ORS 249.031.

(2) A declaration of candidacy shall also include a statement that the required fee is included with the declaration.

(3) A petition of candidacy shall also include the required signatures as provided by BCC 4.21005(3). [Ord. 90-0062; Ord. 2019-0291]

#### **4.225 Certification of Signatures.**

The Benton County Elections Office shall ~~verify~~**certify** the signatures on a petition of candidacy for ~~genuineness~~**authenticity**, while ensuring that the signer meets all of the necessary requirements for signing and that the signer has signed no other petitions regarding the same contest **prior to certification**. [Ord. 90-0062; Ord. 2019-0291]

Commissioner  
Wyse edit

#### ~~4.230 Precinct Committeepersons.~~

~~The election of major party precinct committeepersons will take place in accordance with the applicable provisions of ORS Chapter 248 [Ord. 99-0153; Ord. 2019-0291]~~

#### **4.235 Certificate of Nomination for Partisan Office.**

A minor political party, assembly of electors or individual electors may nominate one candidate for **office or to fill** a vacancy in a partisan county office by preparing and filing a certificate of nomination.

[Ord. 90-0062; Ord. 2019-0291]

#### **4.240 Contents of Certificate of Nomination.**

(1) A certificate of nomination shall state:

(a) The name by which the candidate is commonly known. A candidate may use a nickname in parenthesis in connection with the full name.

(b) The mailing address and residence of the candidate.

(c) The office, and department or position number, if any, for which the candidate is nominated.

(d) The name of the minor political party, if any, which nominated the candidate.

- (e) If the candidate is nominated for a partisan office by an assembly of electors or individual electors, the word "Nonaffiliated" and a statement that the candidate has not been a member of a major or minor political party during at least 180 days before the date the certificate of nomination is filed, shall be included.
- (2) A certificate of nomination made by a minor political party or assembly of electors shall be signed by the presiding officer and secretary of the nominating convention of the party or assembly. An affidavit shall be made on the certificate by the presiding officer and the secretary and sworn to or affirmed by them before one of the following: a judge, justice of the peace, County Clerk, or notary public. The affidavit shall state that the statements in the certificate are true. With respect to an assembly of electors, the affidavit shall state that the assembly satisfied the requirements of BCC 4.255.
- (3) The nominee must accept the nomination ~~by either signing the certificate of nomination, or filing a signed acceptance of the nomination~~ prior to or at the ~~same~~ time ~~as the filing of certificate of nomination~~ **is filed**. [Ord. 90-0062; Ord. 2019-0291]

#### **4.245 Entries in Register of Nominations Upon Filing Certificates.**

- (1) Immediately after each certificate of nomination is filed, the Benton County Elections Office shall enter in the register of nominations:
  - (a) The date the certificate was filed.
  - (b) The name of each candidate.
  - (c) The office for which the candidate is nominated.
  - (d) When applicable, the name of the minor political party or identification of the assembly of electors making the nomination, and the names of the chairperson and secretary certifying it.
  - (e) If the certificate of nomination is made by individual electors, the total number of ~~certified~~ **verified** signatures contained in the certificate.
- (2) As soon as an acceptance or withdrawal of a candidate is filed with a filing officer, it shall be entered in the register of nominations. [Ord. 90-0062; Ord. 2019-0291]

#### **4.250 Nomination by Minor Political Party.**

An affiliation of electors qualified as a minor political party pursuant to **ORS 248.008 may nominate a candidate in accordance with ORS 249.705 through 249.722** ~~state law may nominate a candidate to fill a vacancy in a partisan county office~~. [Ord. 90-0062; Ord. 2019-0291]

#### **4.255 Nomination by Assembly of Electors.**

(1) An assembly of electors is an organized body of not fewer than 250 electors in the County.

(2) An assembly of electors ~~shall~~may nominate candidates at a nominating convention. The convention shall be held in one day and last not longer than ~~128~~ hours. The signature, printed name, residence and mailing address of each member of the assembly ~~shall~~may be recorded at the convention and entered of record in the minutes by the secretary of the assembly. Not less than the minimum number of electors required to constitute an assembly of electors shall have recorded their signatures in the minutes of the assembly and must be present when the assembly nominates a candidate. The candidate receiving the highest number of votes of the assembly for the office shall be the nominee of the assembly.

(3) Not later than the 10th day before the meeting of an assembly of electors, notice shall be published at least once in not less than three newspapers of general circulation within the County. The notice shall contain the time and place the assembly will meet, the office or offices for which nominations will be made, and the names and addresses of not fewer than 25 electors qualified to vote in the assembly who desire that it be held.

(4) Proof of publication of the notice ~~required~~in subsection (3) of this section shall be made by affidavit of the owner, editor, publisher, manager, advertising manager, principal clerk of any of them, or the printer or printer's foreman of the newspaper in which the notice is published. The affidavit shall show publication and shall be filed with the Benton County Elections Office with the certificate of nomination.

(5) Not later than the 10th day before the meeting of an assembly of electors, a copy of the notice under subsection (3) of this section shall be delivered to the Benton County Clerk who will supervise the conduct of the nominating convention.

(6) The presiding officer of an assembly of electors shall deliver the signatures of assembly members entered in the minutes to the Benton County Elections Office. The signatures shall be verified by that office. A copy of the minutes, certified by the secretary of the assembly, and an affidavit of compliance, for the assembly, ~~from the Benton County Elections Office~~ shall be filed along with the certificate of nomination ~~at the Benton County Elections Office~~ ~~on the next business day following the assembly~~.

(7) The Benton County Clerk or ~~their~~ designee shall ~~supervise the conduct of~~attend the nominating convention. The County Clerk or ~~their~~ designee shall ~~insure~~verify whether or not ~~that, when the assembly of electors makes a nomination,~~ the number of electors present at the nominating convention are at least equal to the number of electors necessary to constitute an assembly of electors ~~or not~~.

(8) Vacancies shall be filled in the manner provided by ORS 249.735(7). [Ord. 99.0153; Ord. 2019-0291]

#### **4.260 Nomination by Petition of Individual Electors.**

Commissioner  
Wyse edit

- (1) A certificate of nomination by petition of individual electors shall contain signatures of electors in the electoral district equal to, but, not less than, one percent of the total votes cast in the electoral district for all candidates for presidential electors at the last general election.
- (2) Each elector signing a certificate of nomination by petition of individual electors shall include the residence address of the elector.
- (3) A certificate of nomination made by individual electors shall contain the name of only one candidate.
- (4) Before beginning to circulate the certificate of nomination, the chief sponsor of the certificate shall file a signed copy of the prospective certificate with the Benton County Clerk.
- (5) The certificate shall comply with the provisions set forth in ORS 249.740(3) and ORS 249.740(4).

Commissioner  
Wyse edit

- (6) The signatures contained in each certificate of nomination made by individual electors shall be ~~verified~~~~certified~~ for ~~genuineness~~authenticity by the Benton County Elections Office.
- (7) As used in this section, "prospective certificate" means the information, except signatures and other identification of certificate signers, required to be contained in a completed certificate of nomination. [Ord. 90-0062; Ord. 2019-0291]

#### **4.265 The Candidate ~~Receiving More Than Fifty Percent of Votes~~ Elected to County Office.**

- (1) In accordance with Benton County Charter Chapter VII Section 25(1) the candidate that receives more than fifty percent of the ranked choice votes is declared the winner. The winning candidate shall be the elected official of the county office.
- (2) The person elected shall take office immediately upon receiving the person's certificate of election and filing their oath of office with the Benton County ~~Elections Office~~Clerk in accordance with ORS 204.020. [Ord. 90-0062; Ord. 2019-0291]
- (3) If Ranked Choice Voting is not utilized, the candidate receiving the most votes shall be declared the winner.

## CHAPTER 4

### ELECTIONS AND CANDIDATES

#### ADMINISTRATION

##### 4.001 Purpose.

The purpose of this chapter is to provide clear guidance to county offices and other interested parties in the conduct of elections held in Benton County. [Ord. 99-0153; Ord. 2019-0291]

##### 4.002 Definitions.

(1) “**Electoral District**” means the physical boundaries within Benton County of any elected position. [Ord. 99-0153; Ord. 2019-0291]

#### ELECTIONS

##### 4.101 Primary Elections.

Each qualified major party may nominate one candidate in the Primary Election for each county partisan office position to be filled at the General Election. Non-partisan county office positions shall be nominated and elected in accordance with ORS 249.088 and 249.091.

##### 4.105 General Elections.

One candidate shall be elected to fill each county office position appearing on the General Election ballot.

##### 4.110 Special Elections.

The Board of Commissioners may call a special election by order. The order shall state the purpose for calling the special election, the propositions to be voted upon, and the date on which the election shall be held. [Ord. 11, adopted May 6, 1986; Ord. 85-0002; Ord. 90-0062; Ord. 2019-0291]

#### COUNTY OFFICES

##### 4.201 Election to Fill a Vacancy.

If an election is required to fill a vacancy in an elected County office pursuant to Benton County Charter Chapter V Section 22(4)(a)(A), the election shall be conducted pursuant to Benton County Charter Chapter VII Section 25(1). [Ord. 90-0062; Ord. 2019-0291]

##### 4.205 Ballot Specifications for Partisan Offices.



If an election is held to fill a vacancy in a partisan county office, the candidate's party affiliation as listed in the candidate's petition or declaration of candidacy or certificate of nomination shall appear first following the name of the candidate on the ballot, followed by up to two minor party nominations received by that candidate, if applicable. Abbreviated party names as established by the Secretary of State can be used. [Ord. 90-0062; Ord. 2019-0291]

#### **4.210 Candidate Petition or Declaration of Candidacy for County Office.**

(1) A person eligible pursuant to the Benton County Charter may become a candidate to fill partisan or non-partisan elected County office, or to fill a vacancy in a partisan or non-partisan elected County office, by filing either a petition or a declaration of candidacy.

(2) At the time of filing, a declaration of candidacy shall be accompanied by a filing fee set by order of the Board of Commissioners. The Board shall set the amount of the filing fee based on the filing fee provided in state law for a declaration of candidacy for an elected County office.

(3) In lieu of filing a declaration of candidacy and paying a fee, a person may become a candidate for an elected County office by filing a petition of candidacy as follows:

(a) If the person is filing a petition of candidacy to fill a nonpartisan elected County office, at the time of filing, the petition shall contain at least 500 signatures of electors in the electoral district, or a number of signatures of electors equal to at least one percent of the votes cast in the electoral district for all candidates for Governor at the most recent election at which a candidate for Governor was elected to a full term, whichever is less. In addition, these signatures shall include those of electors registered in each of at least one-fifth of the precincts in the electoral district.

(b) If the person is filing a petition of candidacy as a candidate of a major political party to fill a partisan elected County office, the petition shall contain the signatures of electors who are members of the same major political party as the candidate. The petition shall contain at least 500 signatures or the number of signatures at least equal to two percent of the vote in the County for the candidates of that major political party for presidential electors at the last presidential election, whichever is less. In addition, the signatures shall include those of electors registered in at least one-fifth of the precincts in the electoral district. [Ord. 90-0062]

#### **4.215 Filing Deadlines.**

(1) A petition for candidacy or declaration of candidacy shall be filed not later than the 70<sup>th</sup> day prior to the election.

(2) The certificate of nomination of a candidate for public office shall be filed in accordance with ORS 249.722. [Ord. 90-0062; Ord. 2019-0291]

**4.220 Contents of Petition or Declaration.**

(1) A petition or declaration of candidacy shall contain the information required in ORS 249.031.

(2) A declaration of candidacy shall also include a statement that the required fee is included with the declaration.

(3) A petition of candidacy shall also include the required signatures as provided by BCC 4.210(3). [Ord. 90-0062; Ord. 2019-0291]

**4.225 Certification of Signatures.**

The Benton County Elections Office shall verify the signatures on a petition of candidacy for authenticity, while ensuring that the signer meets all of the necessary requirements for signing and that the signer has signed no other petitions regarding the same contest prior to certification. [Ord. 90-0062; Ord. 2019-0291]

**4.235 Nomination for Partisan Office.**

A minor political party, assembly of electors or individual electors may nominate one candidate for office or to fill a vacancy in a partisan county office by preparing and filing a certificate of nomination.

[Ord. 90-0062; Ord. 2019-0291]

**4.240 Contents of Certificate of Nomination.**

(1) A certificate of nomination shall state:

(a) The name by which the candidate is commonly known. A candidate may use a nickname in parenthesis in connection with the full name.

(b) The mailing address and residence of the candidate.

(c) The office, and department or position number, if any, for which the candidate is nominated.

(d) The name of the minor political party, if any, which nominated the candidate.

(e) If the candidate is nominated for a partisan office by an assembly of electors or individual electors, the word "Nonaffiliated" and a statement that the candidate has not been a member of a major or minor political party during at least 180 days before the date the certificate of nomination is filed, shall be included.

(2) A certificate of nomination made by a minor political party or assembly of electors shall be signed by the presiding officer and secretary of the nominating convention of the party or

assembly. An affidavit shall be made on the certificate by the presiding officer and the secretary and sworn to or affirmed by them before one of the following: a judge, justice of the peace, County Clerk, or notary public. The affidavit shall state that the statements in the certificate are true. With respect to an assembly of electors, the affidavit shall state that the assembly satisfied the requirements of BCC 4.255.

- (3) The nominee must accept the nomination prior to or at the time the certificate of nomination is filed. [Ord. 90-0062; Ord. 2019-0291]

#### **4.245 Entries in Register of Nominations Upon Filing Certificates.**

(1) Immediately after each certificate of nomination is filed, the Benton County Elections Office shall enter in the register of nominations:

- (a) The date the certificate was filed.
- (b) The name of each candidate.
- (c) The office for which the candidate is nominated.
- (d) When applicable, the name of the minor political party or identification of the assembly of electors making the nomination, and the names of the chairperson and secretary certifying it.
- (e) If the certificate of nomination is made by individual electors, the total number of verified signatures contained in the certificate.

- (2) As soon as an acceptance or withdrawal of a candidate is filed with a filing officer, it shall be entered in the register of nominations. [Ord. 90-0062; Ord. 2019-0291]

#### **4.250 Nomination by Minor Political Party.**

An affiliation of electors qualified as a minor political party pursuant to ORS 248.008 may nominate a candidate in accordance with ORS 249.705 through 249.722. [Ord. 90-0062; Ord. 2019-0291]

#### **4.255 Nomination by Assembly of Electors.**

- (1) An assembly of electors is an organized body of not fewer than 250 electors in the County.
- (2) An assembly of electors may nominate candidates at a nominating convention. The convention shall be held in one day and last no longer than 8 hours. The signature, printed name, residence and mailing address of each member of the assembly may be recorded at the convention and entered of record in the minutes by the secretary of the assembly. Not less than the minimum number of electors required to constitute an assembly of electors shall have recorded their signatures in the minutes of the assembly and must be present when the assembly nominates a

candidate. The candidate receiving the highest number of votes of the assembly for the office shall be the nominee of the assembly.

(3) Not later than the 10th day before the meeting of an assembly of electors, notice shall be published at least once in not less than three newspapers of general circulation within the County. The notice shall contain the time and place the assembly will meet, the office or offices for which nominations will be made, and the names and addresses of not fewer than 25 electors qualified to vote in the assembly who desire that it be held.

(4) Proof of publication of the notice in subsection (3) of this section shall be made by affidavit of the owner, editor, publisher, manager, advertising manager, principal clerk of any of them, or the printer or printer's foreman of the newspaper in which the notice is published. The affidavit shall show publication and shall be filed with the Benton County Elections Office with the certificate of nomination.

(5) Not later than the 10th day before the meeting of an assembly of electors, a copy of the notice under subsection (3) of this section shall be delivered to the Benton County Clerk who will supervise the conduct of the nominating convention.

(6) The presiding officer of an assembly of electors shall deliver the signatures of assembly members entered in the minutes to the Benton County Elections Office. The signatures shall be verified by that office. A copy of the minutes, certified by the secretary of the assembly and an affidavit of compliance for the assembly, shall be filed along with the certificate of nomination at the Benton County Elections Office on the next business day following the assembly.

(7) The Benton County Clerk or their designee shall attend the nominating convention. The County Clerk or their designee shall verify whether or not the number of electors present at the nominating convention are at least equal to the number of electors necessary to constitute an assembly of electors.

(8) Vacancies shall be filled in the manner provided by ORS 249.735(7). [Ord. 99.0153; Ord. 2019-0291]

#### **4.260 Nomination by Petition of Individual Electors.**

(1) A certificate of nomination by petition of individual electors shall contain signatures of electors in the electoral district equal to, but, not less than, one percent of the total votes cast in the electoral district for all candidates for presidential electors at the last general election.

(2) Each elector signing a certificate of nomination by petition of individual electors shall include the residence address of the elector.

(3) A certificate of nomination made by individual electors shall contain the name of only one candidate.

(4) Before beginning to circulate the certificate of nomination, the chief sponsor of the certificate shall file a signed copy of the prospective certificate with the Benton County Clerk.

(5) The certificate shall comply with the provisions set forth in ORS 249.740(3) and ORS 249.740(4).

(6) The signatures contained in each certificate of nomination made by individual electors shall be verified for authenticity by the Benton County Elections Office.

(7) As used in this section, "prospective certificate" means the information, except signatures and other identification of certificate signers, required to be contained in a completed certificate of nomination. [Ord. 90-0062; Ord. 2019-0291]

#### **4.265 The Candidate Elected to County Office.**

(1) In accordance with Benton County Charter Chapter VII Section 25(1) the candidate that receives more than fifty percent of the ranked choice votes is declared the winner. The winning candidate shall be the elected official of the county office.

(2) The person elected shall take office immediately upon receiving the person's certificate of election and filing their oath of office with the Benton County Clerk in accordance with ORS 204.020. [Ord. 90-0062; Ord. 2019-0291]

(3) If Ranked Choice Voting is not utilized, the candidate receiving the most votes shall be declared the winner.

**CHAPTER 5  
BALLOT MEASURES**

**ADMINISTRATION**

**5.005 Purpose.**

The purpose of BCC Chapter 5 is to describe the process for initiative and referendum petitions, referral measures and the creation of ballot titles to be placed on the ballot in accordance with the County Charter, Code and applicable state law. [Ord. 17, adopted March 8, 1978; Ord. 85-0002; Ord. 2019-0291]

**5.010 Application.**

A county measure may be submitted for inclusion on the ballot by qualifying petition, referral by the Benton County Commissioners or referral by the governing body of a local government in Benton County if:

(1) The measure is submitted in accordance with state and local laws applicable to the election for which the measure is to appear on the ballot; and

(2) All procedures set forth in BCC Chapter 5 relating to the preparation of the ballot title and to the explanatory statement for the measure shall be completed on or before the 70<sup>th</sup> day before the election at which the measure is to be submitted to the electors; and

(3) One or more of the following persons decides to include a measure on the ballot in the following manner:

(a) In the case of a measure proposed by initiative or referendum petition:

(A) All chief petitioners agree to include the measure, its ballot title and explanatory statement on the ballot, by filing with the Benton County Elections Office a statement of that decision, in such form as the County Clerk shall prescribe, at the time the prospective petition for the measure is filed with the Elections Office; and

(B) A petition containing sufficient numbers of qualified signatures to require submission of the measure to the electors shall be filed with the Elections Office on or before the 90th day preceding the election at which the measure is to be submitted to the electors; or

(b) In the case of a measure referred to the electors by a local government body:

(A) The local government ~~decides to~~ submits the measure, its ballot title and explanatory statement to its voters by **filing a notice of measure election on the form prescribed, an order reflecting that decision** with the Elections Office on or before the 81st day preceding the election at which the measure will be submitted to the electors. [Ord. 17, adopted March 8, 1978; Ord. 85-0002; Ord. 2019-0291]

## BALLOT TITLES AND EXPLANATORY STATEMENTS

### 5.105 Preparation of Ballot Titles and Explanatory Statements.

- (1) When a prospective petition is filed regarding a measure proposed by initiative or referendum petition, the Benton County Clerk shall convey two copies of the prospective petition to the County Counsel, who shall, within five (5) business days after receiving it, prepare a ballot title and explanatory statement for the measure and return a copy of the prospective petition, together with the ballot title and explanatory statement, to the Elections Office and to one of the chief petitioners.
- (2) In the case of a measure referred to the electors by the Board of County Commissioners, the Board shall file with the Elections Office a ballot title and explanatory statement for the measure at the time it files the ~~order~~form described in BCC 5.010(3)(b).
- (3) Ballot titles shall consist of:
  - (a) A caption of not more than 10 words which reasonably identifies the subject of the measure; and
  - (b) A question of not more than 20 words which plainly phrases the chief purpose of the measure so that an affirmative response to the question corresponds to an affirmative vote on the measure; and
  - (c) A concise and impartial statement of not more than 175 words summarizing the measure and its major effect.
- (4) Explanatory statements shall comply with and be **subject to the requirements set forth in BCC 6.205, simple, and understandable, shall explain the measure and its effect and shall not exceed 500 words.** [Ord. 17, adopted March 8, 1978; Ord. 85-0002; Ord. 2019-0291]

### 5.110 Judicial Review of Ballot Titles ~~and Explanatory Statements.~~

Within seven (7) business days after the ballot title ~~and explanatory statements are~~ **is** received by the Elections Office under subsection (1) or (2) of BCC 5.105, any elector dissatisfied with the ballot title ~~or explanatory statement~~ may petition the Benton County Circuit Court for review of the title ~~or statement~~, and shall set forth the reasons why the title ~~or statement~~ does not conform to the requirements of BCC Chapter 5 or other applicable law. If the court finds that the ballot title ~~or explanatory statement~~ complies with the requirements of BCC Chapter 5 and other applicable law, it shall enter an appropriate order to that effect. If the court determines that the ballot title ~~or explanatory statement~~ does not comply with the requirements of BCC Chapter 5 or other applicable law, the court shall prepare an alternative ballot title ~~or explanatory statement~~. The title ~~or statement~~ so prepared shall replace that of the County Counsel for purposes of BCC Chapter 5. The order of the Circuit Court shall not be appealable. [Ord. 17, adopted March 8, 1978; Ord. 85-0002; Ord. 2019-0291]

## ADVISORY MEASURES

### 5.301 Definitions.

- (1) **“Advisory Measure”** means a ballot measure created by a local government for the purpose of gauging support or opposition to specific issues or ideas. Advisory measures do not mandate changes to the state constitution, state law or regulations or local government charters, local laws or ordinances or policies.
- (2) **“Local government”** has the meaning set forth in ORS 174.116. [Ord. 2019-0291]

### 5.305 Advisory Measures.

A local government, located wholly within the boundaries of Benton County, may refer no more than one advisory measure to the electorate of the district in any election in accordance with BCC sections 5.301 thru 5.375. A local government that submits an advisory measure to the district electorate in Yes/No format, need not be located wholly within Benton County. [Ord. 2019-0291]

### 5.315 Filing Requirements.

- (1) A local government may file with the Benton County Elections Office an order calling for a local advisory measure. The order shall include the ballot title of the advisory measure, the method of voting to be utilized (Yes/No or Ranked Choice Options) and the election date on which the measure shall appear on the ballot.
- (2) In the case of a Yes/No advisory measure referred to the electors by a local government, it shall file with the Elections Office a ballot title and explanatory statement in accordance with BCC 5.105(3) & (4).
- (3) In the case of a Ranked Choice Option advisory measure referred to the electors by a local government, it shall file with the Elections Office a ballot title and explanatory statement in accordance with the following:
  - (a) A caption of not more than 10 words which reasonably identifies the subject of the measure; and
  - (b) The question shall provide 3 to 5 Options for voters to rank. Each ranked choice option shall not exceed 8 words or 40 character spaces whichever is less, to plainly identify each option on the ballot, to meet this requirement abbreviations may be utilized. Options will be identified as Option A, Option B, Option C, etc., and shall not be included in the word/character count; and
  - (c) A concise and impartial statement of not more than 150 words summarizing each measure option.
- (4) Explanatory statements shall explain each advisory measure option in an impartial, simple, and understandable manner. Advisory measure statements with three ranking options shall be limited to 400 words, four options shall be limited to 500 words and five options shall be limited to 600 words or less. [Ord. 2019-0291]



### 5.325 Advisory Measure Filing Deadlines.

A local government shall file its order for an advisory measure with the Benton County Elections Office, on or before the 81st day preceding the election at which the measure is to appear on the ballot. [Ord.2019-0291]

### 5.335 Advisory Measure Ballot Title & Explanatory Statement Review.

(1) Petition for Review.

(a) Any elector registered and qualified to vote on the subject advisory measure may file a petition with the Elections Office, for an administrative review of the **advisory measure** ballot title and/or explanatory statement, not later than the 5th day after the last day on which a notice of election can be filed.

(b) A petition filed under this section shall contain a statement of reasons why the **ballot title and/or** explanatory statement is not impartial, is insufficient, or unclear.

(c) Upon receipt of a petition, the County Clerk, or <sup>Commissioner  
Wyse edit</sup> ~~their~~ **the Clerk's** designee, shall schedule a hearing at the earliest possible date. At said hearing the petitioner and the local government shall have an opportunity to present evidence and argue the question of impartiality, sufficiency, or clarity of the **ballot title and/or** explanatory statement. At the conclusion of the hearing, the County Clerk may modify the **ballot title and/or** explanatory statement to comply with the requirements of this section. The reviewed ballot title and/or explanatory statement, modified or not modified by the County Clerk, shall be certified for use in the election.

(2) The Clerk's review of the advisory measure ballot title and explanatory statement shall be the first and final review in order to ensure the timely availability of voters' pamphlets and ballots for the election. [Ord. 2019-0192]

### 5.345 Printing Advisory Measures on the Ballot.

Ballots shall be printed in accordance with ORS Chapter 254 and in a manner that will provide each qualified elector with the opportunity to rank advisory measure options in the order of preference. [Ord. 2019-0291]

### 5.375 Cost and Election Date for Advisory Measures

Local governments that refer an advisory measure to their voters shall pay the full apportioned cost for the advisory measure submission. ~~without regard to the~~ **The** election date on which ~~the~~ **an** advisory measure **may** appear ~~s~~ on the ballot **shall be limited to election dates other than those set for even year Primary and General Elections in ORS 203.085.** [Ord. 2019-0291]

**CHAPTER 5**  
**BALLOT MEASURES**

**ADMINISTRATION**

**5.005 Purpose.**

The purpose of BCC Chapter 5 is to describe the process for initiative and referendum petitions, referral measures and the creation of ballot titles to be placed on the ballot in accordance with the County Charter, Code and applicable state law. [Ord. 17, adopted March 8, 1978; Ord. 85-0002; Ord. 2019-0291]

**5.010 Application.**

A county measure may be submitted for inclusion on the ballot by qualifying petition, referral by the Benton County Commissioners or referral by the governing body of a local government in Benton County if:

(1) The measure is submitted in accordance with state and local laws applicable to the election for which the measure is to appear on the ballot; and

(2) All procedures set forth in BCC Chapter 5 relating to the preparation of the ballot title and to the explanatory statement for the measure shall be completed on or before the 70<sup>th</sup> day before the election at which the measure is to be submitted to the electors; and

(3) One or more of the following persons decides to include a measure on the ballot in the following manner:

(a) In the case of a measure proposed by initiative or referendum petition:

(A) All chief petitioners agree to include the measure, its ballot title and explanatory statement on the ballot, by filing with the Benton County Elections Office a statement of that decision, in such form as the County Clerk shall prescribe, at the time the prospective petition for the measure is filed with the Elections Office; and

(B) A petition containing sufficient numbers of qualified signatures to require submission of the measure to the electors shall be filed with the Elections Office on or before the 90th day preceding the election at which the measure is to be submitted to the electors; or

(b) In the case of a measure referred to the electors by a local government body:

(A) The local government submits the measure, its ballot title and explanatory statement to its voters by filing a notice of measure election on the form prescribed, with the Elections Office on or before the 81st day preceding the election at which the measure will be submitted to the electors. [Ord. 17, adopted March 8, 1978; Ord. 85-0002; Ord. 2019-0291]

## **BALLOT TITLES AND EXPLANATORY STATEMENTS**

### **5.105 Preparation of Ballot Titles and Explanatory Statements.**

(1) When a prospective petition is filed regarding a measure proposed by initiative or referendum petition, the Benton County Clerk shall convey two copies of the prospective petition to the County Counsel, who shall, within five (5) business days after receiving it, prepare a ballot title and explanatory statement for the measure and return a copy of the prospective petition, together with the ballot title and explanatory statement, to the Elections Office and to one of the chief petitioners.

(2) In the case of a measure referred to the electors by the Board of County Commissioners, the Board shall file with the Elections Office a ballot title and explanatory statement for the measure at the time it files the form described in BCC 5.010(3)(b).

(3) Ballot titles shall consist of:

(a) A caption of not more than 10 words which reasonably identifies the subject of the measure; and

(b) A question of not more than 20 words which plainly phrases the chief purpose of the measure so that an affirmative response to the question corresponds to an affirmative vote on the measure; and

(c) A concise and impartial statement of not more than 175 words summarizing the measure and its major effect.

(4) Explanatory statements shall comply with and be subject to the requirements set forth in BCC 6.205. [Ord. 17, adopted March 8, 1978; Ord. 85-0002; Ord. 2019-0291]

### **5.110 Judicial Review of Ballot Titles.**

Within seven (7) business days after the ballot title is received by the Elections Office under subsection (1) or (2) of BCC 5.105, any elector dissatisfied with the ballot title may petition the Benton County Circuit Court for review of the title and shall set forth the reasons why the title does not conform to the requirements of BCC Chapter 5 or other applicable law. If the court finds that the ballot title complies with the requirements of BCC Chapter 5 and other applicable law, it shall enter an appropriate order to that effect. If the court determines that the ballot title does not comply with the requirements of BCC Chapter 5 or other applicable law, the court shall prepare an alternative ballot title. The title so prepared shall replace that of the County Counsel for purposes of BCC Chapter 5. The order of the Circuit Court shall not be appealable. [Ord. 17, adopted March 8, 1978; Ord. 85-0002; Ord. 2019-0291]

## ADVISORY MEASURES

### 5.301 Definitions.

- (1) **“Advisory Measure”** means a ballot measure created by a local government for the purpose of gauging support or opposition to specific issues or ideas. Advisory measures do not mandate changes to the state constitution, state law or regulations or local government charters, local laws or ordinances or policies.
- (2) **“Local government”** has the meaning set forth in ORS 174.116. [Ord. 2019-0291]

### 5.305 Advisory Measures.

A local government, located wholly within the boundaries of Benton County, may refer no more than one advisory measure to the electorate of the district in any election in accordance with BCC sections 5.301 thru 5.375. A local government that submits an advisory measure to the district electorate in Yes/No format, need not be located wholly within Benton County. [Ord. 2019-0291]

### 5.315 Filing Requirements.

- (1) A local government may file with the Benton County Elections Office an order calling for a local advisory measure. The order shall include the ballot title of the advisory measure, the method of voting to be utilized (Yes/No or Ranked Choice Options) and the election date on which the measure shall appear on the ballot.
- (2) In the case of a Yes/No advisory measure referred to the electors by a local government, it shall file with the Elections Office a ballot title and explanatory statement in accordance with BCC 5.105(3) & (4).
- (3) In the case of a Ranked Choice Option advisory measure referred to the electors by a local government, it shall file with the Elections Office a ballot title and explanatory statement in accordance with the following:
  - (a) A caption of not more than 10 words which reasonably identifies the subject of the measure; and
  - (b) The question shall provide 3 to 5 Options for voters to rank. Each ranked choice option shall not exceed 8 words or 40 character spaces whichever is less, to plainly identify each option on the ballot, to meet this requirement abbreviations may be utilized. Options will be identified as Option A, Option B, Option C, etc., and shall not be included in the word/character count; and
  - (c) A concise and impartial statement of not more than 150 words summarizing each measure option.
- (4) Explanatory statements shall explain each advisory measure option in an impartial, simple, and understandable manner. Advisory measure statements with three ranking options shall be limited to 400 words, four options shall be limited to 500 words and five options shall be limited to 600 words or less. [Ord. 2019-0291]

**5.325 Advisory Measure Filing Deadlines.**

A local government shall file its order for an advisory measure with the Benton County Elections Office, on or before the 81st day preceding the election at which the measure is to appear on the ballot. [Ord.2019-0291]

**5.335 Advisory Measure Ballot Title & Explanatory Statement Review.**

(1) Petition for Review.

(a) Any elector registered and qualified to vote on the subject advisory measure may file a petition with the Elections Office, for an administrative review of the advisory measure ballot title and/or explanatory statement, not later than the 5th day after the last day on which a notice of election can be filed.

(b) A petition filed under this section shall contain a statement of reasons why the ballot title and/or explanatory statement is not impartial, is insufficient, or unclear.

(c) Upon receipt of a petition, the County Clerk or their designee, shall schedule a hearing at the earliest possible date. At said hearing the petitioner and the local government shall have an opportunity to present evidence and argue the question of impartiality, sufficiency, or clarity of the ballot title and/or explanatory statement. At the conclusion of the hearing, the County Clerk may modify the ballot title and/or explanatory statement to comply with the requirements of this section. The reviewed ballot title and/or explanatory statement, modified or not modified by the County Clerk, shall be certified for use in the election.

(2) The Clerk's review of the advisory measure ballot title and explanatory statement shall be the first and final review in order to ensure the timely availability of voters' pamphlets and ballots for the election. [Ord. 2019-0192]

**5.345 Printing Advisory Measures on the Ballot.**

Ballots shall be printed in accordance with ORS Chapter 254 and in a manner that will provide each qualified elector with the opportunity to rank advisory measure options in the order of preference. [Ord. 2019-0291]

**5.375 Cost and Election Date for Advisory Measures**

Local governments that refer an advisory measure to their voters shall pay the full apportioned cost for the advisory measure submission. The election date on which an advisory measure may appear on the ballot shall be limited to election dates other than those set for even year Primary and General Elections in ORS 203.085. [Ord. 2019-0291]

## CHAPTER 6

### VOTERS' PAMPHLET

#### 6.005 Purpose.

The purpose of BCC Chapter 6 is to authorize and direct the Election Office in the production and mailing of a county voters' pamphlet, as directed by the County Clerk. The voters' pamphlet will provide electors with information necessary to make an informed choice in elections by allowing candidates and measure committees the opportunity to put forward information and arguments concerning ballot issues. [Ord. 99-0153; Ord. 2019-0291]

#### 6.105 Preparation and Mailing of Benton County Voters' Pamphlet.

When directed by the County Clerk, the Elections Office, under the supervision of the ~~Supervisor of Elections~~ **Manager**, shall prepare and mail a county voters' pamphlet as follows:

- (1) The Elections Office shall prepare and have printed a county voters' pamphlet, which will include filed information on all candidates and measures that will appear on the ballot.
- (2) The voters' pamphlets ~~shall~~ **may** be distributed to all households within the jurisdiction(s) taking part in the election. One pamphlet ~~will~~ **may** be distributed to each household, regardless of how many voters reside in that household. All the measures and candidates that will appear on the ballot for the election may be included in one voters' pamphlet. Additional means of distribution may be utilized if ~~it is determined that the additional distribution is necessary to make pamphlets available to all households of the electoral district.~~
- (3) No voters' pamphlet will be prepared unless there are candidate statements or **measure** explanatory statements filed with the county.
- (4) The voters' pamphlets shall be distributed not later than the 7th day before the election or the last day for mailing ballots.
- (5) Voter pamphlets may be distributed **electronically or** by including one in each ballot envelope mailed to voters. If the voters' pamphlet is distributed in this manner, the information in the pamphlets may be district specific, ~~but, shall include all other information prescribed in this section and BCC 6.110.~~ [Ord. 99-0153; Ord. 2019-0291]

#### 6.110 Other Required Items in Voters' Pamphlet.

In compliance with state election law the following items shall be part of the Benton County voters' pamphlet or the combined voters' pamphlet, if inserting with a state produced pamphlet, ~~in addition to those items previously listed:~~

- (1) The requirements for a citizen to qualify to vote.
- (2) The requirements to register to vote.
- (3) The hours that the Benton County Elections Office will be open on Election Day, as well as the location of all ballot drop sites throughout the county and the hours during which voters will be able to deliver ballots to those drop sites.
- (4) Instructions to voters concerning their rights and duties dealing with the election process to include: how voters may obtain an absentee ballot, how to request a second ballot if the first was spoiled or that voters may cast a ballot in-person by coming to the Elections Office.
- (5) The ballot title of each measure, the explanatory statements, and any arguments submitted, in accordance with the terms of this ordinance.
- (6) Any candidate statements submitted in accordance with the terms of this ordinance.
- (7) Such other information **and language translations** as may be necessary, **required**, or appropriate. [Ord. 99-0153; Ord. 20190291]

#### **6.205 Explanatory Statements.**

- (1) Filing Deadlines.

Not later than the filing deadline for the notice of election provided in state statute.

- (a) Any authorized governing body which institutes a measure to appear on the ballot, shall submit an impartial, simple, and understandable statement explaining the measure and its effect.
- (b) For measures instituted by petition to the authorized governing body, the governing body may submit an impartial, simple, and understandable statement explaining the measure and its effect.

- (2) Contents.

The explanatory statement shall contain words and numbers only and shall not exceed 500 words, shall be typewritten, and shall be an impartial, simple, and understandable statement, which explains the measure and its effects. This shall be in addition to the ballot title requirements set forth by state statute.

- (3) Availability to Public.

A full and complete copy of the explanatory statement shall be available to the public in the Elections Office.

(4) Challenge and Review.

- (a) Any elector registered and qualified to vote on the subject measure may file a petition with the Elections Office, for an administrative review of the explanatory statement, not later than the 5<sup>th</sup> day after the last day on which a notice of election can be filed.
- (b) A petition filed under this section shall contain a statement of reasons why the explanatory statement is not impartial, is insufficient, or unclear.
- (c) Upon receipt of a petition, the County Clerk, <sup>Commissioner  
Wyse edit</sup> or ~~the Clerk's~~their designee, shall schedule a hearing at the earliest possible date. At said hearing the petitioner and the filing body shall have an opportunity to present evidence and argue the question of impartiality, sufficiency, or clarity of the explanatory statement. At the conclusion of the hearing, the County Clerk may modify the explanatory statement to comply with the requirements of this section in a manner that reflects the drafter's intent as closely as possible. The modified explanatory statement, or the original explanatory statement, if not modified by the ~~Supervisor of Elections~~ Manager, shall be certified and included in the voters' pamphlet. [Ord. 99-0153; Ord. 2019-0291]

**6.305 Arguments.**

(1) Filing Deadline.

Arguments supporting or opposing a measure must be filed not later than the 5<sup>th</sup> day after the last day on which the notice of election may have been filed.

(2) Form of Argument.

- (a) The argument filed shall be in words and numbers only, shall be typewritten, and shall be ~~printed on~~ no more than ~~29.8 square inches, which allows a maximum of~~ 325 words.
- (b) The Elections Office shall reject any argument which:
  - (i) Contains any obscene, profane, scandalous or defamatory language.
  - (ii) Incites, promotes or advocates hatred, abuse, violence or hostility toward or which tends to cast ridicule or shame upon any person or group by reason of race, color, ~~gender~~, religion or manner of worship.



- (iii) Contains any language that may not legally be circulated in the mail.
- (iv) Otherwise does not comply with this ordinance.

(3) Filing Fee.

Shall be established by resolution approved by the Benton County Board of Commissioners.

(4) Subscription and Disclaimer.

The argument shall also contain the name of the submitting organization or person; whether the argument supports or opposes the measure; and a disclaimer in substantially the following form;

"The printing of this argument does not constitute an endorsement by Benton County, nor does the County warrant the accuracy or truth of any statements made in the argument."

- (5) The language referred to in BCC 6.305(4) shall not be included in the 325 word limitation set forth in BCC 6.305(2). [Ord. 99-0153; Ord. 2019-0291]

**6.405 Candidate Statements.**

(1) Filing Deadline.

Not later than the filing date set forth in state statute for filing for the position, a candidate may file with the Benton County Elections Office a typewritten statement of reasons why the candidate should be nominated or elected; and a photograph of the candidate.

(2) Contents of candidate's statement.

- (a) The candidate's statement shall consist of words or numbers only and shall not exceed 325 words. The candidate's statement shall begin with a summary of the following: Occupation, education and occupational background, and prior governmental experience.
- (b) The Elections Office shall reject any candidate's statement which:
  - (i) Contains any obscene, profane, scandalous or defamatory language.
  - (ii) Incites, promotes or advocates hatred, abuse, violence or hostility toward or which tends to cast ridicule or shame upon any person or group by reason of race, color, **gender**, religion or manner of worship.

- (iii) Contains any language which may not legally be circulated in the mail.
- (iv) Otherwise does not comply with this ordinance.
- (c) Each candidate's statement submitted shall be subscribed and sworn to before a notary or a Deputy Clerk in the Elections Office, and the subscription shall be in the following form:

"I hereby subscribe and swear under penalty of law that the above submitted candidate's statement is true and accurate to the best of my knowledge and belief."

(3) Photograph Requirements.

A candidate, at the time of filing a candidate's statement, may submit ~~two identical 5" X 7" glossy~~ a photograph~~s~~ for use in the voters' pamphlet. A candidate shall not submit for inclusion in the voters' pamphlet a photograph that was taken more than two years before the date the photograph is filed with the Elections Office.

- (a) A photograph submitted for inclusion in the voters' pamphlet shall:
  - (i) Be a conventional photograph with a plain background; and
  - (ii) Show the face or head, neck and shoulders of the candidate; ~~and~~
  - (iii) ~~Be of sufficient quality and size for reproduction.~~
- (b) A photograph submitted for inclusion in the voters' pamphlet shall not:
  - (i) Include the hands or anything held in the hands of the candidate;
  - (ii) Show the candidate wearing a judicial robe, a hat or military, police or fraternal uniform;
  - (iii) Show the uniform or insignia of any organization; and
  - (iv) Include the display of any flag or pennant.

(4) Filing Fee.

Each candidate's statement filed shall be accompanied by the required fee, \$25 for unpaid offices and \$100 for paid offices. The Elections Office shall reject any candidate's statement tendered for filing unless accompanied by the specified fee.

(5) Language.

The subscription language provided for in BCC 6.405(2)(c) shall not be included in the 325 word limitation set forth in BCC 6.405(2)(a). [Ord. 99-0153; Ord. 2019-0291]

**6.505 Miscellaneous.**

(1) Spacing and Type Size.

The ~~Supervisor of~~ Elections **Manager** shall have the authority to determine type size and spacing to be used in the printing of explanatory statements, arguments and candidate's statements. The ~~Supervisor of~~ Elections **Manager** shall exercise this authority only for the purpose of ensuring that each explanatory statement, argument or candidate's statement occupies no more than one page of the printed voters' pamphlet. ~~A page for the purpose of this means 46.5 square inches, or one of the two columns on each page of the voters' pamphlet.~~

(2) Deadline.

A measure, explanatory statement, argument, or candidate's statement, together with the required fee, must be filed with the Elections Office not later than 5 PM of the day the document or fee is due. If the day the document or fee is due is a Saturday, Sunday, or holiday, the document or fee can be filed by 5 PM on the next business day. If a person is physically present within or in line to enter the Elections Office, in order to deliver the document or fee, the person shall be considered as having begun the act of delivering the document or fee. The person shall then be permitted to file so long as that person does not leave prior to completing the process with the Elections Office.

(3) Forms.

The Elections Office may develop and require the use of standardized forms for any or all of the filings authorized or required by this ordinance. [Ord. 99-0153; Ord. 2019-0291]

**6.605 Disposition of funds.**

(1) The Benton County voters' pamphlet shall be published and distributed under the authority of the Benton County Clerk.

(2) Revenues derived pursuant to this ordinance shall be utilized to offset the cost of producing and distributing the voters' pamphlet. If the revenues generated, as a result of argument fees,

candidate's statement fees or other revenues exceeds the total cost of producing and distributing the voters' pamphlet, the balance shall be used to offset the election costs. [Ord. 99-0153; Ord. 2019-0291]

## CHAPTER 6

### VOTERS' PAMPHLET

#### **6.005 Purpose.**

The purpose of BCC Chapter 6 is to authorize and direct the Election Office in the production and mailing of a county voters' pamphlet, as directed by the County Clerk. The voters' pamphlet will provide electors with information necessary to make an informed choice in elections by allowing candidates and measure committees the opportunity to put forward information and arguments concerning ballot issues. [Ord. 99-0153; Ord. 2019-0291]

#### **6.105 Preparation and Mailing of Benton County Voters' Pamphlet.**

When directed by the County Clerk, the Elections Office, under the supervision of the Elections Manager, shall prepare and mail a county voters' pamphlet as follows:

- (1) The Elections Office shall prepare and have printed a county voters' pamphlet, which will include filed information on all candidates and measures that will appear on the ballot.
- (2) The voters' pamphlets may be distributed to all households within the jurisdiction(s) taking part in the election. One pamphlet may be distributed to each household, regardless of how many voters reside in that household. All the measures and candidates that will appear on the ballot for the election may be included in one voters' pamphlet. Additional means of distribution may be utilized if determined necessary.
- (3) No voters' pamphlet will be prepared unless there are candidate statements or measure explanatory statements filed with the county.
- (4) The voters' pamphlets shall be distributed not later than the 7th day before the election or the last day for mailing ballots.
- (5) Voter pamphlets may be distributed electronically or by including one in each ballot envelope mailed to voters. If the voters' pamphlet is distributed in this manner, the information in the pamphlets may be district specific. [Ord. 99-0153; Ord.2019-0291]

#### **6.110 Other Required Items in Voters' Pamphlet.**

In compliance with state election law the following items shall be part of the Benton County voters' pamphlet or the combined voters' pamphlet, if inserting with a state produced pamphlet:

- (1) The requirements for a citizen to qualify to vote.

- (2) The requirements to register to vote.
- (3) The hours that the Benton County Elections Office will be open on Election Day, as well as the location of all ballot drop sites throughout the county and the hours during which voters will be able to deliver ballots to those drop sites.
- (4) Instructions to voters concerning their rights and duties dealing with the election process to include: how voters may obtain an absentee ballot, how to request a second ballot if the first was spoiled or that voters may cast a ballot in-person by coming to the Elections Office.
- (5) The ballot title of each measure, the explanatory statements, and any arguments submitted, in accordance with the terms of this ordinance.
- (6) Any candidate statements submitted in accordance with the terms of this ordinance.
- (7) Such other information and language translations as may be necessary, required, or appropriate. [Ord. 99-0153; Ord. 20190291]

#### **6.205 Explanatory Statements.**

- (1) Filing Deadlines.

Not later than the filing deadline for the notice of election provided in state statute.

- (a) Any authorized governing body which institutes a measure to appear on the ballot, shall submit an impartial, simple, and understandable statement explaining the measure and its effect.
- (b) For measures instituted by petition to the authorized governing body, the governing body may submit an impartial, simple, and understandable statement explaining the measure and its effect.

- (2) Contents.

The explanatory statement shall contain words and numbers only and shall not exceed 500 words, shall be typewritten, and shall be an impartial, simple, and understandable statement, which explains the measure and its effects. This shall be in addition to the ballot title requirements set forth by state statute.

- (3) Availability to Public.

A full and complete copy of the explanatory statement shall be available to the public in the Elections Office.

(4) Challenge and Review.

- (a) Any elector registered and qualified to vote on the subject measure may file a petition with the Elections Office, for an administrative review of the explanatory statement, not later than the 5<sup>th</sup> day after the last day on which a notice of election can be filed.
- (b) A petition filed under this section shall contain a statement of reasons why the explanatory statement is not impartial, is insufficient, or unclear.
- (c) Upon receipt of a petition, the County Clerk or their designee, shall schedule a hearing at the earliest possible date. At said hearing the petitioner and the filing body shall have an opportunity to present evidence and argue the question of impartiality, sufficiency, or clarity of the explanatory statement. At the conclusion of the hearing, the County Clerk may modify the explanatory statement to comply with the requirements of this section in a manner that reflects the drafter's intent as closely as possible. The modified explanatory statement, or the original explanatory statement, if not modified by the Elections Manager, shall be certified and included in the voters' pamphlet. [Ord. 99-0153; Ord. 2019-0291]

**6.305 Arguments.**

(1) Filing Deadline.

Arguments supporting or opposing a measure must be filed not later than the 5<sup>th</sup> day after the last day on which the notice of election may have been filed.

(2) Form of Argument.

- (a) The argument filed shall be in words and numbers only, shall be typewritten, and shall be no more than 325 words.
- (b) The Elections Office shall reject any argument which:
  - (i) Contains any obscene, profane, scandalous or defamatory language.
  - (ii) Incites, promotes or advocates hatred, abuse, violence or hostility toward or which tends to cast ridicule or shame upon any person or group by reason of race, color, gender, religion or manner of worship.
  - (iii) Contains any language that may not legally be circulated in the mail.
  - (iv) Otherwise does not comply with this ordinance.

(3) Filing Fee.

Shall be established by resolution approved by the Benton County Board of Commissioners.

(4) Subscription and Disclaimer.

The argument shall also contain the name of the submitting organization or person; whether the argument supports or opposes the measure; and a disclaimer in substantially the following form;

"The printing of this argument does not constitute an endorsement by Benton County, nor does the County warrant the accuracy or truth of any statements made in the argument."

(5) The language referred to in BCC 6.305(4) shall not be included in the 325 word limitation set forth in BCC 6.305(2). [Ord. 99-0153; Ord. 2019-0291]

**6.405 Candidate Statements.**

(1) Filing Deadline.

Not later than the filing date set forth in state statute for filing for the position, a candidate may file with the Benton County Elections Office a typewritten statement of reasons why the candidate should be nominated or elected; and a photograph of the candidate.

(2) Contents of candidate's statement.

- (a) The candidate's statement shall consist of words or numbers only and shall not exceed 325 words. The candidate's statement shall begin with a summary of the following: Occupation, education and occupational background, and prior governmental experience.
- (b) The Elections Office shall reject any candidate's statement which:
  - (i) Contains any obscene, profane, scandalous or defamatory language.
  - (ii) Incites, promotes or advocates hatred, abuse, violence or hostility toward or which tends to cast ridicule or shame upon any person or group by reason of race, color, gender, religion or manner of worship.
  - (iii) Contains any language which may not legally be circulated in the mail.



- (iv) Otherwise does not comply with this ordinance.
- (c) Each candidate's statement submitted shall be subscribed and sworn to before a notary or a Deputy Clerk in the Elections Office, and the subscription shall be in the following form:

"I hereby subscribe and swear under penalty of law that the above submitted candidate's statement is true and accurate to the best of my knowledge and belief."

(3) Photograph Requirements.

A candidate, at the time of filing a candidate's statement, may submit a photograph for use in the voters' pamphlet. A candidate shall not submit for inclusion in the voters' pamphlet a photograph that was taken more than two years before the date the photograph is filed with the Elections Office.

- (a) A photograph submitted for inclusion in the voters' pamphlet shall:
  - (i) Be a conventional photograph with a plain background; and
  - (ii) Show the face or head, neck and shoulders of the candidate; and
  - (iii) Be of sufficient quality and size for reproduction.
- (b) A photograph submitted for inclusion in the voters' pamphlet shall not:
  - (i) Include the hands or anything held in the hands of the candidate;
  - (ii) Show the candidate wearing a judicial robe, a hat or military, police or fraternal uniform;
  - (iii) Show the uniform or insignia of any organization; and
  - (iv) Include the display of any flag or pennant.

(4) Filing Fee.

Each candidate's statement filed shall be accompanied by the required fee, \$25 for unpaid offices and \$100 for paid offices. The Elections Office shall reject any candidate's statement tendered for filing unless accompanied by the specified fee.

(5) Language.

The subscription language provided for in BCC 6.405(2)(c) shall not be included in the 325 word limitation set forth in BCC 6.405(2)(a). [Ord. 99-0153; Ord. 2019-0291]

**6.505 Miscellaneous.**

(1) Spacing and Type Size.

The Elections Manager shall have the authority to determine type size and spacing to be used in the printing of explanatory statements, arguments and candidate's statements. The Elections Manager shall exercise this authority only for the purpose of ensuring that each explanatory statement, argument or candidate's statement occupies no more than one page of the printed voters' pamphlet.

(2) Deadline.

A measure, explanatory statement, argument, or candidate's statement, together with the required fee, must be filed with the Elections Office not later than 5 PM of the day the document or fee is due. If the day the document or fee is due is a Saturday, Sunday, or holiday, the document or fee can be filed by 5 PM on the next business day. If a person is physically present within or in line to enter the Elections Office, in order to deliver the document or fee, the person shall be considered as having begun the act of delivering the document or fee. The person shall then be permitted to file so long as that person does not leave prior to completing the process with the Elections Office.

(3) Forms.

The Elections Office may develop and require the use of standardized forms for any or all of the filings authorized or required by this ordinance. [Ord. 99-0153; Ord. 2019-0291]

**6.605 Disposition of funds.**

(1) The Benton County voters' pamphlet shall be published and distributed under the authority of the Benton County Clerk.

(2) Revenues derived pursuant to this ordinance shall be utilized to offset the cost of producing and distributing the voters' pamphlet. If the revenues generated, as a result of argument fees, candidate's statement fees or other revenues exceeds the total cost of producing and distributing the voters' pamphlet, the balance shall be used to offset the election costs. [Ord. 99-0153; Ord. 2019-0291]

# **NEW BUSINESS**

## BOC Agenda Checklist Master

## Agenda Placement and Contacts

**Suggested Agenda Date** 02/06/24

View [Agenda Tracker](#)

**Suggested Placement \*** BOC Tuesday Meeting

**Department \*** Public Works

**Contact Name \*** Gary Stockhoff

**Phone Extension \*** 5417666010

**Meeting Attendee Name \*** Gary Stockhoff and Lisa Scherf

Agenda Item Details 

**Item Title \*** Review and Approval of the Benton Area Transit 2024 Title VI Plan Update

**Item Involves \*** Check all that apply

- Appointments
- Budget
- Contract/Agreement
- Discussion and Action
- Discussion Only
- Document Recording
- Employment
- Notice of Intent
- Order/Resolution
- Ordinance/Public Hearing 1st Reading
- Ordinance/Public Hearing 2nd Reading
- Proclamation
- Project/Committee Update
- Public Comment
- Special Report
- Other

**Estimated Time \*** 20 min

**Board/Committee Involvement \***  Yes  
 No

**Name of  
Board/Committee**

Statewide Transportation Improvement Fund  
Committee

**Advertisement\***

- Yes  
 No

# Issues and Fiscal Impact

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## Item Issues and Description

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**Identified Salient Issues \***

The County is required by the Federal Transit Administration (FTA) to update the Title VI Plan every three years. The last update of the plan occurred in 2017, as the 2020 update was delayed due to the pandemic and subsequent challenges that resulted from the pandemic. Staff initiated the update of the plan in 2023 and was nearing completion of the update when the issue was flagged as part of the recent operational audit.

Completion of the plan update was expedited, and then furnished to the FTA and the Oregon Department of Transportation (ODOT) for their review. Both agencies have approved the 2024 Title VI Plan update for Benton Area Transit. Subsequently the draft update was presented to the Board of Commissioners (BOC) in October 2023. At that time, the BOC directed staff to have the draft reviewed by the Diversity, Equity and Inclusion Coordinator, as well as the Statewide Transportation Improvement Fund (STIF) Committee. Both parties completed reviews of the draft document last year, and modifications were made accordingly. The updated document was reviewed and approved by ODOT. The updated draft document is now presented to the BOC for its review and approval.

**Options \***

- 1) Approve the Benton Area Transit 2024 Title VI Plan update; or
- 2) Reject the update and provide direction to staff on modifications to be made..

**Fiscal Impact \***

- Yes
- No

# 2040 Thriving Communities Initiative

**Mandated Service?\***  Yes  No

## 2040 Thriving Communities Initiative

Describe how this agenda checklist advances the core values or focus areas of 2040, or supports a strategy of a departmental goal.

To review the initiative, visit the website [HERE](#).

**Mandated Service Description\*** If this agenda checklist describes a mandated service or other function, please describe here.  
Title VI is required by the Federal Transit Administration.

### Values and Focus Areas

Check boxes that reflect each applicable value or focus area and explain how they will be advanced.

**Core Values\*** Select all that apply.

- Vibrant, Livable Communities
- Supportive People Resources
- High Quality Environment and Access
- Diverse Economy that Fits
- Community Resilience
- Equity for Everyone
- Health in All Actions
- N/A

**Explain Core Values Selections\*** The introduction of the Title VI Plan for Benton Area Transit states clearly that Benton County is committed to ensuring that no person shall, on grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity provided by Benton County.

**Focus Areas and Vision\*** Select all that apply.

- Community Safety
- Emergency Preparedness
- Outdoor Recreation
- Prosperous Economy
- Environment and Natural Resources
- Mobility and Transportation
- Housing and Growth
- Arts, Entertainment, Culture, and History
- Food and Agriculture
- Lifelong Learning and Education
- N/A

**Explain Focus Areas and Vision Selection\*** The Title VI Plan, and the periodic updating of the plan, is required by the Federal Transit Administration as part of operating Benton Area Transit.

## Recommendations and Motions

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### Item Recommendations and Motions

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**Staff Recommendations \*** Staff recommends the Board of Commissioners review the proposed update and approve the plan.

**Meeting Motions \*** I move to ...  
...approve the Benton Area Transit 2024 Title VI Plan Update.

### **Staff Recommendations**

Staff recommends the Board of Commissioners review the proposed update and approve the plan.

### **Meeting Motion**

I move to approve the Benton Area Transit 2024 Title VI Plan Update.



## Attachments, Comments, and Submission

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### Item Comments and Attachments

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**Attachments**

Upload any attachments to be included in the agenda, preferably as PDF files. If more than one attachment / exhibit, please indicate "1", "2", "3" or "A", "B", "C" on the documents.

2023 Title VI Plan Update Final Draft.pdf



513.72KB

**Comments (optional)**

If you have any questions, please call ext.6800

**Department  
Approver**

GARY STOCKHOFF

<p>1.</p> <p><b>Department Approval</b></p> <hr/> <p>Comments</p> <p>Signature </p>	<p>5.</p>
<p>2.</p> <p><b>County Administrator Approval</b></p> <hr/> <p>Comments</p> <p>Signature </p>	
<p>3.</p> <p><b>BOC Final Approval</b></p> <hr/> <p>Comments</p> <p>Signature </p>	
<p>4.</p>	



**BENTON AREA  
TRANSIT**

**2023**

**Title VI Plan**

DRAFT



**Benton  
County**  
OREGON

Benton Area Transit

December 2023

**RECIPIENT INFORMATION**

**RECIPIENT:** Benton County, OR

**EXPIRATION YEAR:** 2023-2026

**CONTACT INFORMATION:**

Special & Rural Transportation Coordinator  
Phone: 541-754-1748

Lisa Scherf, PE  
Public Transportation Services Supervisor  
Lisa.Scherf@CorvallisOregon.gov  
Phone: 541-754-1759

Gary Stockhoff, PE  
Public Works Director  
Gary.Stockhoff@Co.Benton.OR.US  
Phone: 541-766-6010

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## Introduction

In Accordance with Title VI of the Civil Rights Act of 1964, this program reflects Benton County's commitment to ensuring that no person shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity provided by Benton County.

## Signed Policy Statement

A policy statement signed by the Benton County Title VI Coordinator's assuring Benton Area Transit (BAT)'s compliance with Title VI of the Civil Rights Act of 1964 can be found as **Attachment A**.

## Title VI Notice to the Public

The Benton County Title VI Notice to the Public shall be posted at the following locations. A copy of the public notice can be found as **Attachment E**:

- Benton Area Transit website:  
<https://www.co.benton.or.us/ridethebat/page/title-vi-non-discrimination-program>
- City of Corvallis Public Works Office
- Benton County Board of Commissioners Office
- On-board BAT buses

## Title VI Complaint Procedures

Benton County has a standard process for investigating all complaints. Members of the public may file a signed, written complaint up to one hundred eighty (180) days from the date of alleged discrimination. Full procedures for filing a complaint and the County's procedures for investigating complaints can be found as **Attachment B**. At a minimum, the complaint shall include the following information:

- Name, mailing address, and how to contact complainant (i.e., telephone number, e-mail address, etc.)
- How, when, where, and why complainant alleges s/he was discriminated against. Include the location and names and contact information of any witnesses.
- Other significant information.

The complaint may be filed in writing with BAT at the following address:

Benton Area Transit  
Title VI Coordinator  
Benton County Public Works  
360 SW Avery Ave  
Corvallis, OR 97333  
by Phone: 541-766-6700  
By Facsimile: 541-766-6891

A sample Title VI Complaint Form can be found as **Attachment C**

### **Record of Title VI investigations, Complaints, or Lawsuits**

Benton County will maintain a list of any and all transit related Title VI investigations, complaints, and lawsuits. The most current list shall be kept and maintained at the Benton County Public Works Office the located at 360 SW Avery Ave, Corvallis, OR 97333. However, a list of complaints since 2017 is below.

### **List of Title VI Complaints**

As of 8/17/2023, no Title VI Complaints have been filed since the last Title VI Program Update in 2017.

### **Representation of Minorities on Non-elected Bodies**

Benton County encourages the participation of minorities on its advisory bodies. Benton County has one advisory committee associated with its transit program. For Title VI purposes, the Federal Transit Administration defines minority persons to include the following groups: American Indian and Alaska Native, Asian, Black or African American, Hispanic or Latino, Native Hawaiian or Other Pacific Islander. Below is a table documenting the minority composition of the membership for this committee:

#### **Statewide Transportation Improvement Fund (STIF) Advisory Committee**

<b>Member</b>	<b>Represents</b>	<b>Ethnicity</b>
K.H-Z.	Seniors	Caucasian
K.J.	People with Disabilities	Caucasian
G.G.	Transportation Provider	Caucasian
J.C.	People with Low-Income	Caucasian
H.H.	Environmental Advocate	Caucasian
D.R.	Bike/Pedestrian Advocate	Caucasian
S.B.	Educational Institution	Caucasian
N.M.	Local Government	Caucasian

## **Title VI Public Participation Plan**

Benton County shall strive to include community members from underrepresented groups and individuals with Limited English Proficiency (LEP individuals) in its decision making processes. This includes outreach to communities in Benton County and its surrounding area through various forms of communication and outreach.

Based on the need for alternate language services, and considering the limited budget of the Benton County programs, other activities and services that will be developed in the next three years include:

- Transit surveys conducted by Benton County will be available in English, Spanish, and Traditional and Simplified Chinese
- Future route maps will be available in English, Spanish, and Traditional and Simplified Chinese
- Local translation services will be contacted and, if feasible, placed on retainer

Benton County's outreach and marketing initiatives have yielded a list of community organizations that serve populations with limited English proficiency. The following list of community organizations will be contacted to assist in gathering information and see what services are most frequently sought by the LEP population:

- Corvallis Public School District
- Benton County Health Department
- Hispanic Advisory Council
- Corvallis Area Chamber of Commerce
- Casa Latinos Unidos

In addition to these activities, BAT will continue to encourage public participation, especially from LEP communities, using the following strategies:

- Scheduling meetings at times and locations, preferably accessible by public transit, that are convenient and accessible for minority and LEP communities
- Using different meeting formats through virtual and in-person settings
- Coordinating with community- and faith-based organizations, educational institutions, and other culturally specific organizations to implement public engagement strategies that reach out specifically to members of traditionally underserved and LEP communities
- As appropriate, using radio, television, or newspaper ads on stations and in publications that serve LEP populations.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments



## **Summary of Ongoing Public Participation Efforts and Outreach**

Since the last Title VI reporting submission, Benton County conducted the following public outreach and involvement activities:

In accordance with Oregon public meeting law, all public meetings including transportation planning meetings are open to the general public. Accommodations are available for those with limited English proficiency if requested in advance of the meeting.

### **General Awareness and Phone Surveys**

Benton Area Transit conducts onboard rider and general awareness surveys periodically, and Benton County conducts community surveys at regular intervals. The most recent community survey was conducted in 2020 and was available in English and Spanish. Future community surveys and transit surveys will be available in English, Spanish, and Traditional and Modified Chinese.

### **Outreach to Limited English Proficiency Individuals and Communities**

Benton County utilizes language service contracts that assist in providing translation and interpretation services for languages spoken throughout the County and surrounding areas.

### **Schedules translated in Spanish**

The current service schedule includes a section that has been translated into Spanish. New service schedules will be provided in English, Spanish, and Traditional and Simplified Chinese and made available via paper brochures and on the Benton Area Transit website.

## **Primary recipients and monitoring sub recipients**

Benton Area Transit does not have subrecipients at this time. However, BAT will continue to monitor its contractor for services for compliance with these provisions.

## **Title VI Equity Analysis**

There are no current planned facilities or construction projects that require a Title VI equity analysis.

## Service Standards

Vehicle Load for Each Mode Standard (expressed as a ratio)

The vehicle load standards by mode for Benton Area Transit are: Vehicle Load Standards are expressed as a ratio. (A 26-passenger bus that allows 5 standees would have a load standard of 1.2)

Fixed Route (26 passenger bus)	1.2
Demand-Response (5 passenger van)	.2

Vehicle Headway for Each Mode (Time between vehicles on same route)

Fixed Route (26 passenger bus)	120 mins
Demand-Response (5 passenger van)	N/A

On Time Performance for Each Mode

	May Run Early (yes/no)	On-time Consideration
Fixed Route	NO	<10 minutes behind
Demand-Response	YES	(+or -) 15 minutes

Service Availability for Each Mode

Benton Area Transit strives to provide equitable service availability to customers within the service area.

Distribution of Transit Amenities

Benton Area Transit has a policy to distribute transit amenities equally across the system. Any new amenities will be distributed equally across the system without regard to race or national origin of users from that service area. This applies to:

- Seating and benches at stops and stations
- Bus shelters
- Provision of information including maps, route maps, and schedules

- Waste receptacles

### **Vehicle Assignment**

Benton Area Transit sets a policy of vehicle assignment without regard to race, color, national origin, religion age, marital status, sexual orientation, or disability of users from that service area. All Benton County-owned vehicles are ADA-Accessible. Age of the vehicles will only be considered a factor when assigning vehicles to longer-distance routes. Vehicle size is considered depending on the expected level of demand for service.

DRAFT

## Attachment A

### Benton County TITLE VI

#### NON-DISCRIMINATION POLICY STATEMENT

August 23, 2023

Under Title VI of the Civil Rights Act of 1964 and related authorities:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Benton County is committed to complying with the requirements of Title VI in all of its programs and activities. Questions and complaints may be reported to Title VI Coordinator, at 541-766-6700; by email to [BAT@co.benton.or.us](mailto:BAT@co.benton.or.us); or by letter to 360 SW Avery Ave, Corvallis, OR 97339.

## Attachment B

### Discrimination Complaint Procedure

1. Any person who believes that he or she, has been subjected to discrimination prohibited by the Americans with Disabilities Act (ADA) or Title VI of the Civil Rights Act of 1964, may file a complaint with Benton Area Transit (BAT). A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Benton County Title VI Coordinator for review and action.
2. In order to have the complaint considered under this procedure, the complainant must file the complaint no later than 180 days after: a) The date of alleged act of discrimination; or b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued. In either case, the Title VI Coordinator may extend the time for filing or waive the time limit in the interest of justice, as long as the Title VI Coordinator specifies in writing the reason for so doing.
3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the alleged discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of Benton County, the person shall be interviewed by the Benton County Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature.
4. Within 30 days, the Benton County Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ODOT and FTA.
5. If the Complainant is not satisfied with the outcome of the investigation, they may appeal the decision. An appeal may be initiated by advising BAT, or specifically, the Title VI Coordinator in writing or by phone call that an appeal is requested.
6. Any appeal will be heard by Benton County Benton County Public Works Director. The Complainant will be contacted for more information as to why they were not satisfied with the outcome of the Complaint. All evidence will be reviewed by the secondary investigators, and a new decision issued.
7. The recipient will advise ODOT of all allegations. Generally, the following information will be included in every notification to ODOT:
  - a. Name, address, and phone number of the complainant.
  - b. Name(s) and address(es) of alleged discriminating official(s).
  - c. Basis of complaint (i.e., race, color, or national origin)
  - d. Date of alleged discriminatory act(s).
  - e. Date of complaint received by the recipient.

- f. A statement of the complaint.
  - g. Other agencies (state, local or Federal) where the complaint has been filed.
  - h. An explanation of the actions Benton County has taken or proposed to resolve the issue in the complaint.
  - i. Within 90 days of receipt of the complaint, the Benton County Public Works Director will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ODOT, or FTA, if they are dissatisfied with the final decision rendered by Benton County. The Public Works Director will also provide ODOT and/or FTA with a copy of this decision and summary of findings upon completion of the investigation.
8. In the event the Complainant is not satisfied with the outcome of an appeal, or if he/she wished to file a complaint directly to an outside agency, contacts for the different Title VI administrative jurisdictions are as follows:

Oregon Department of Transportation  
Office of Civil Rights  
Attn: Intermodal Civil Rights Manager  
355 Capitol Street, NE  
Salem, OR 97301  
503-986-3169

Federal Transit Administration  
Office of Civil Rights  
Attention: Title VI Program Coordinator  
1200 New Jersey Ave.,  
SE Washington, DC 20590

FTA Complaint procedures can also be found on the FTA web site at: [www.fta.dot.gov](http://www.fta.dot.gov). These procedures are also outlined in FTA Circular 4702.1A. Chapter IX. A Complainant has the right to contact these organizations directly; however, Benton County will ultimately be responsible for all initial investigation, as they have the resources and access to interview any involved employees directly.

## Attachment C

### Benton County ADA & Title VI Complaint Form

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Were you discriminated against because of your (can select multiple):

- Race  Disability  
 Color  Other: \_\_\_\_\_  
 National Origin

Date and Time of Alleged Incident: \_\_\_\_\_

Explain as clearly as possible what happened and how you were discriminated against. Indicate who was involved and if applicable, the transit route and vehicle. Be sure to include the names and contact information of any witnesses. If more space is needed, please use additional pages.

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Have you filed this complaint with any other federal, state or local agency or with any court?  Yes  No

If yes, check and identify all that apply:

- Federal Agency \_\_\_\_\_
- Federal Court \_\_\_\_\_
- State Agency \_\_\_\_\_
- State Court \_\_\_\_\_
- Local Agency \_\_\_\_\_

Please provide information for a contact person at the Agency or Court where the complaint was filed.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Please sign below. You may attach any additional written materials or other information you believe is relevant to your complaint.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Please mail this form to:**

Title VI Coordinator  
Benton Area Transit  
360 SW Avery Ave.  
Corvallis, OR 97339



## Attachment D

**BENTON COUNTY  
 LANGUAGE ACCESS PLAN (LAP) FOR  
 LIMITED ENGLISH PROFICIENCY RIDERS  
 AUGUST 17, 2023**

Benton County is required to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of our programs and activities of individuals who are Limited English Proficient (LEP). Benton County performed a four factor analysis of our contact with the public to determine the appropriate mix of LEP services to offer.

**Four Factor Analysis:**

Factor 1: The number or proportion of LEP persons in the service area.

Step 1: Prior experience with LEP individuals. Since the 2017 update, our dispatchers have taken less than 10 phone calls from LEP persons which have required the use of an interpreter. Additionally, drivers have reported a limited number of LEP persons within the same timeframe.

Step 2: Analysis of Census Data

2023 5-Year American Community Survey (ACS) Data Label	Estimate	%
Total:	90,932	
Speak only English	78,520	
Spanish:	4,460	
Speak English "very well"	3,225	
<b>Speak English less than "very well"</b>	<b>1,235</b>	<b>1.36%</b>
French, Haitian, or Cajun:	692	
Speak English "very well"	638	
<b>Speak English less than "very well"</b>	<b>54</b>	
German or other West Germanic languages:	401	
Speak English "very well"	364	
<b>Speak English less than "very well"</b>	<b>37</b>	
Russian, Polish, or other Slavic languages:	451	
Speak English "very well"	339	
<b>Speak English less than "very well"</b>	<b>112</b>	

Other Indo-European languages:	836	
Speak English "very well"	804	
Speak English less than "very well"	32	
Korean:	966	
Speak English "very well"	504	
Speak English less than "very well"	462	
Chinese (incl. Mandarin, Cantonese):	2,339	
Speak English "very well"	1,013	
<b>Speak English less than "very well"</b>	<b>1,326</b>	<b>1.46%</b>
Vietnamese:	309	
Speak English "very well"	213	
Speak English less than "very well"	96	
Tagalog (incl. Filipino):	235	
Speak English "very well"	227	
Speak English less than "very well"	8	
Other Asian and Pacific Island languages:	962	
Speak English "very well"	517	
Speak English less than "very well"	445	
Arabic:	294	
Speak English "very well"	170	
Speak English less than "very well"	124	
Other and unspecified languages:	467	
Speak English "very well"	258	
Speak English less than "very well"	209	

<sup>1</sup>The total population of Benton County over this period was 90,932. For each identified language group, the number of speakers of that language who also speak English "less than very well" are highlighted in blue.

Two languages groups in the County had met the threshold of over 1,000 individuals or 5% of the overall population that speak English “less than very well.” Those languages are Spanish, Cantonese, and Mandarin. While Spanish was a threshold language in the most recent Title VI Program, Cantonese and Mandarin are new language groups to meet this threshold.

Factor 2: The frequency with which LEP individuals come into contact with the service.

Benton County serves LEP persons daily through transit and paratransit services. Since the 2017 Title VI Plan Update, our records indicate that dispatchers have taken less than 10 phone calls from LEP persons in our area that required the use of an interpreter. Additionally, drivers have reported a limited number of instances where an LEP individual requested this service. This can be due to a lack of awareness within the LEP community about language services that may be available to them.

Factor 3: The importance of the service to LEP persons.

Benton County provides important transit services to the public through its fixed route and demand-response programs. Benton Area Transit provides a link between residential areas, commercial centers, healthcare facilities, educational campuses, offices, grocery stores, parks, and other community resources. Language barriers would most affect users of the demand-response services as reservations for these services are taken via telephone. Demand-response services provide approximately 49% of the total rides provided by Benton Area Transit.

Factor 4: The resources available to the recipient of the federal funds to assure meaningful access to the service by LEP persons.

Benton Area Transit currently provides some information in Spanish through bus schedules, the transit website, and information on the buses. Benton County maintains a language services liaison in each department and contracts with translation and interpretation services. BAT also contracts with Language Line Solutions to assist LEP individuals with phone inquiries.

As Cantonese and Mandarin were new additions to the LEP plan upon reviewing the most recent Census Data, Benton County is now working to address the needs of Cantonese and Mandarin speakers, through the contracted language service provider.

**Designation of Vital Documents**

Given the limited resources of BAT, and the small number of documented instances where language assistance was requested or needed, BAT will limit its designation of Vital Documents to be translated into all threshold languages as the following: Title VI Notice; Combined ADA/Title VI Complaint Form; and the ADA/Title VI Complaint Process.

**Processes for providing language assistance services by language:**

Based on the four-factor analysis, Benton Area Transit recognizes the need to continue providing language services. A review of Benton County’s relevant programs, activities and services that are being offered by the County as of August, 2023 include:

For Spanish Speakers:

- The transit program uses services provided by Language Line Solutions for phone calls taken from LEP community members

- Spanish speaking interpreters who work at the County are available upon request during normal business hours if Language Line Solutions is unable to support any interpretation request
- Community surveys are available in Spanish format

For Cantonese and Mandarin Speakers:

- As these are new threshold languages, BAT will work to implement full services for these riders over the next year.
- The transit program has a contract with Language Line Solutions for phone calls taken from LEP community members
- BAT will reach out to the Language Department at Oregon State University to identify local Cantonese or Mandarin speakers who may be able to assist or contract with BAT to provide interpretation or translation services.
- BAT will soon have vital documents translated to Traditional and Simplified Chinese.
- BAT will search for any Chinese affinity groups organizations that may aid in outreach to Cantonese and Mandarin speaking communities.

Providing notice to LEP's of language assistance

Notice will be placed on the transit buses, transit website, and on the bus schedules, and brochures announcing the availability of language assistance.

Monitoring, evaluating and updating LEP

Benton County staff will contact the community organizations that serve LEP persons, as well LEP persons themselves, and also perform a four factor analysis every three years to identify what, if any, additional information or activities might better improve transit services to assure non-discriminatory service to LEP persons. Benton County will then evaluate the projected financial and personnel needed to provide the requested services and assess which of these can be provided cost-effectively.

Training Employees

Benton County will train all employees, staff and volunteers to proficiency regarding the need and availability of language assistance to LEP individuals who use the service. Employees will be encouraged to use the services provided when communication with LEP individuals is inhibited by language barriers. This training will be provided annually and as needed.

## Attachment E

### Notice to the Public

#### TITLE VI

Benton County operates its programs, including the provision of transit services, without regard to race, color or national origin.

For inquiries about the Benton County's non-discrimination policies, or to file a discrimination complaint, visit our website at [RidetheBAT.com](http://RidetheBAT.com), or contact the Title VI Coordinator with Benton Area Transit, 541-766-6700.

\*\*\*

El condado de Benton opera sus programas, incluida la prestación de servicios de tránsito, sin distinción de raza, color u origen nacional.

Para consultas sobre las políticas de no discriminación del condado de Benton, o para presentar una queja por discriminación, visite nuestro sitio web en [RidetheBAT.com](http://RidetheBAT.com), o comuníquese con el Coordinador del Título VI con Benton Area Transit, 541-766-6700.

\*\*\*

本頓縣運營其項目，包括提供交通服務，不考慮種族、膚色或國籍。  
如需了解本頓縣的非歧視政策或提出歧視投訴，請訪問我們的網站 [RidetheBAT.com](http://RidetheBAT.com)，或聯  
系本頓地區交通部門的第六章協調員，電話：541-766-6700。

Běn dùn xiàn yùnyíng qí xiàngmù, bāokuò tígōng jiāotōng fúwù, bù kǎolù zhǒngzú, fūsè huò  
guójí.

Rú xū liǎojiě běn dùn xiàn de fēi qíshì zhèngcè huò tíchū qíshì tóusù, qǐng fǎngwèn 19uan19  
de wǎngzhàn [RidetheBAT.Com](http://RidetheBAT.Com), huò liánxi běn dùn dìqū jiāotōng bùmén de dì liù zhāng xiétiao  
19uan, diànhuà: 541-766-6700.

\*\*\*

本頓縣運營其項目，包括提供交通服務，不考慮種族、膚色或國籍。  
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繫本頓地區交通部門的第六章協調員，電話：541-766-6700。

# BOC Agenda Checklist Master

## Agenda Placement and Contacts

---

**Suggested Agenda Date** 02/06/24

View [Agenda Tracker](#)

**Suggested Placement \*** BOC Tuesday Meeting

**Department \*** Public Works

**Contact Name \*** Laurel Byer

**Phone Extension \*** 6013

**Meeting Attendee Name \*** Laurel Byer

### Agenda Item Details

---

**Item Title \*** Notice of Intent to Apply for a Rebuilding American Infrastructure with Sustainability and Equity Planning Grant: SW 53rd Street Improvements

- Item Involves \*** Check all that apply
- Appointments
  - Budget
  - Contract/Agreement
  - Discussion and Action
  - Discussion Only
  - Document Recording
  - Employment
  - Notice of Intent
  - Order/Resolution
  - Ordinance/Public Hearing 1st Reading
  - Ordinance/Public Hearing 2nd Reading
  - Proclamation
  - Project/Committee Update
  - Public Comment
  - Special Report
  - Other

**Estimated Time \*** 10 Minutes

**Board/Committee Involvement \***  Yes  No

Advertisement\*

Yes

No

Page 87 of 335

Item Issues and Description

**Identified Salient Issues \***

The United States Department of Transportation (USDOT) is soliciting applications for the Rebuilding American Infrastructure with Sustainability and Equity Grant (RAISE) funding opportunity. The RAISE opportunity will fund planning, permitting, preliminary engineering and design work, environmental review, as well as right-of-way acquisition, environmental mitigation, and construction. Unfortunately, the County was unsuccessful in the Multimodal Project Discretionary Grant (MPDG) application last year; therefore, staff is proposing that this grant application focus on planning and final design for the project. Then the County will have a construction ready project that may be more competitive in grants at the Federal level. Also, with this approach, no match is required for the RAISE grant.

The proposed SW 53rd Street Improvements include upgrading SW 53rd to meet City Standards, as well as construction of the railroad overpass and two roundabouts (or other suitable intersection treatments), one at Reservoir Avenue and the other at the main entrance to the Marys Annexation on Willow. It is proposed that County staff work with CFM Advocates to compile a competitive grant application.

**Options \***

- 1) Approve the Notice of Intent for staff to apply for the Rebuilding American Infrastructure with Sustainability and Equity Grant funding opportunity.
- 2) Do not approve the Notice of Intent for staff to apply for the Rebuilding American Infrastructure with Sustainability and Equity Grant funding opportunity.

**Fiscal Impact \***

- Yes
- No

**Fiscal Impact Description \***

For the RAISE grant opportunity, no match is required in the Rural area. However, it is important to demonstrate Benton County has the financial capability to cover any overages on the project. The total grant request is \$2,000,000, and staff is proposing \$200,000 in road funds for a total project cost of \$2,200,000.



# 2040 Thriving Communities Initiative

**Mandated Service?\***  Yes  No

## 2040 Thriving Communities Initiative

Describe how this agenda checklist advances the core values or focus areas of 2040, or supports a strategy of a departmental goal.

To review the initiative, visit the website [HERE](#).

### Values and Focus Areas

Check boxes that reflect each applicable value or focus area and explain how they will be advanced.

**Core Values\***

Select all that apply.

- Vibrant, Livable Communities
- Supportive People Resources
- High Quality Environment and Access
- Diverse Economy that Fits
- Community Resilience
- Equity for Everyone
- Health in All Actions
- N/A

**Explain Core Values Selections\***

The proposed SW 53rd Street Improvements will contribute to Vibrant, Livable Communities and Community Resilience on several levels. First, with a constructed seismically sound overpass, the chronic flooding at the underpass on 53rd will be alleviated and the route will be resilient for winter weather and earthquakes. The plans include converting the old street to a cul-de-sac with one access point at Willow, which will greatly improve safety, not only for the residents whose driveways back out onto 53rd Street, but also for the users of the multi-modal path. Equity for Everyone and Health in All Actions will be applied as the final design is produced and public outreach conducted.

**Focus Areas and Vision\***

Select all that apply.

- Community Safety
- Emergency Preparedness
- Outdoor Recreation
- Prosperous Economy
- Environment and Natural Resources
- Mobility and Transportation
- Housing and Growth
- Arts, Entertainment, Culture, and History
- Food and Agriculture
- Lifelong Learning and Education
- N/A

**Explain Focus Areas  
and Vision  
Selection \***

The proposed SW 53rd Street Improvements will contribute to Environment and Natural Resources, as well as Mobility and Transportation. Part of the construction of the overpass will include naturalizing Dunawi Creek and realigning it under the bridge as it currently crosses under SW 53rd in a culvert. There will also be improvements to water quality as the runoff will be treated before discharging to Dunawi Creek. Also, with an overpass, the low clearance restriction will be removed and freight (including deliveries for the entertainment at the County Fair) will no longer have to take a circuitous route through Philomath to get to West Corvallis. All modes of transportation will see improvements either in mobility or safety (with the installation of roundabouts).

## Recommendations and Motions

---

### Item Recommendations and Motions

---

**Staff Recommendations \*** Staff recommends the Board of Commissioners approve the Notice of Intent to Apply for a Rebuilding American Infrastructure with Sustainability and Equity Grant: SW 53rd Street Improvements.

**Meeting Motions \*** I move to ...  
...approve the Notice of Intent to Apply for Rebuilding American Infrastructure with Sustainability and Equity Grant: SW 53rd Street Improvements.

### Staff Recommends

Staff recommends the Board of Commissioners approve the Notice of Intent to Apply for a Rebuilding American Infrastructure with Sustainability and Equity Grant: SW 53rd Street Improvements.

### Meeting Motion

I move to approve the Notice of Intent to Apply for Rebuilding American Infrastructure with Sustainability and Equity Grant: SW 53rd Street Improvements.

# Attachments, Comments, and Submission

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## Item Comments and Attachments

---

**Attachments**

Upload any attachments to be included in the agenda, preferably as PDF files. If more than one attachment / exhibit, please indicate "1", "2", "3" or "A", "B", "C" on the documents.

020624\_NoticeRAISE\_53rd.pdf


116.91KB

**Comments (optional)**

If you have any questions, please call ext.6800

**Department Approver**

GARY STOCKHOFF

<p>1.</p> <hr/> <p><b>Department Approval</b></p> <hr/> <p><b>Comments</b></p> <p><b>Signature</b> </p>	<p>5.</p> <hr/> <p><b>BOC Final Approval</b></p> <hr/> <p><b>Comments</b></p> <p><b>Signature</b> </p>
<p>2.</p> <hr/> <p><b>Counsel Approval</b></p> <hr/> <p><b>Comments</b> Teresa Larson on behalf of County Counsel Vance Crony</p> <p><b>Signature</b> </p>	
<p>3.</p> <hr/> <p><b>Finance Approval</b></p> <hr/> <p><b>Comments</b></p> <p><b>Signature</b> </p>	
<p>4.</p> <hr/> <p><b>County Administrator Approval</b></p> <hr/> <p><b>Comments</b></p> <p><b>Signature</b> </p>	

# NOTICE OF INTENT

## BENTON COUNTY

**DATE:** January 23, 2024  
**DEPARTMENT:** Public Works  
**CONTACT:** Laurel Byer  
**PHONE:** 541-766 6013  
**TYPE OF NOTICE**  New Grant  
 Supplement  
 Renewal

**STATEMENT OF POLICY:**

The County Board of Commissioners must approve, prior to submission, all new, or renewals of all loans or grants sought from any public or private source. For further statement of policy see the grant administration policies in the current edition of the Budget Manual.

Board of Commissioner review will ensure objectives of proposed grant funded programs are consistent with county policies and those financial obligations, if any, imposed by the grant, now or in the future are accounted for in county financial planning.

*\*If available, a complete copy of the grant application shall be attached to this form.\**

**GRANT DUE DATE:** 02/28/2024

**PROJECT TITLE:** RAISE Grant: SW 53<sup>rd</sup> Street Improvements

**GRANT DURATION:** Variable (FY2025-2027)

**GRANT SUMMARY/ABSTRACT:**

The United States Department of Transportation (DOT) is soliciting applications for the Rebuilding American Infrastructure with Sustainability and Equity Grant (RAISE) funding opportunity. The RAISE opportunity will fund planning, permitting, preliminary engineering and design work, environmental review, as well as right-of-way acquisition, environmental mitigation, and construction. Unfortunately, the County was unsuccessful in the MPDG grant application last year, therefore staff is proposing that this grant application focus on planning and final design for the project. Then the County will have a construction ready project that may be more competitive in grants at the Federal level. Also, with this approach, no match is required for the RAISE grant.

The proposed SW 53<sup>rd</sup> Street Improvements include upgrading SW 53<sup>rd</sup> to meet City Standards, as well as construction of the railroad overpass and two roundabouts (or other suitable intersection treatments), one at Reservoir Avenue and the other at the main entrance to the Marys Annexation on Willow.

**COUNTY COMMITMENTS**

**STAFFING:** NO  YES   
If yes, Permanent  Limited Duration   
Using existing staff

**FINANCIAL:** NO  YES  If yes, amount: \_\_\_\_\_  
No match required, however encouraged which would be road funds.

**FINANCIAL SUMMARY**

<b>FEDERAL SOURCES</b>	<u>\$2,000,000</u>
<b>STATE SOURCES</b>	<u>\$ -0-</u>
<b>COUNTY SOURCES</b>	<u>\$ 200,000</u>
<b>TOTAL REVENUE</b>	<u>\$2,200,000</u>

\_\_\_\_\_  
Laurel Byer, County Engineer

\_\_\_\_\_  
DATE

**DEPARTMENT HEAD COMMENTS:**

The grant provides funding assistance to the County to complete final design and construct an important project that has been studied and identified in the County's Transportation System Plan since the 1980's. I support this grant application.

\_\_\_\_\_  
Gary Stockhoff, Director of Public Works      Date

**BUDGET OFFICE REVIEW & COMMENTS:**

\_\_\_\_\_  
Budget Officer Signature      Date

**BOARD OF COMMISSIONERS:**

**Status:**       Approved without additional review  
                   Approved with additional information required by: Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
                   Disapproved

**COMMENTS:**

\_\_\_\_\_  
Signature      Date  
Chair, Board of Commissioners

**A final copy of the grant application must be submitted to the Board of Commissioners Office.**

## BOC Agenda Checklist Master

### Agenda Placement and Contacts

---

**Suggested Agenda Date** 02/06/24

View [Agenda Tracker](#)

**Suggested Placement \*** BOC Tuesday Meeting

**Department \*** Public Works

**Contact Name \*** Michael Johnson

**Phone Extension \*** 6824

**Meeting Attendee Name \*** Michael Johnson

### Agenda Item Details ⬆

**Item Title \*** Order #D2024-026, Remove Weight Limit Posting on Airport Avenue Bridge Over Muddy Creek on County Road No. 25280

- Item Involves \*** Check all that apply
- Appointments
  - Budget
  - Contract/Agreement
  - Discussion and Action
  - Discussion Only
  - Document Recording
  - Employment
  - Notice of Intent
  - Order/Resolution
  - Ordinance/Public Hearing 1st Reading
  - Ordinance/Public Hearing 2nd Reading
  - Proclamation
  - Project/Committee Update
  - Public Comment
  - Special Report
  - Other

**Estimated Time \*** 10 minutes

**Board/Committee Involvement \***  Yes  No



Advertisement\*

Yes

No

## Issues and Fiscal Impact

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### Item Issues and Description

---

**Identified Salient Issues\***

In July 2020, the Oregon Department of Transportation's (ODOT's) bridge inspection contractor notified Benton County Public Works of critical deficiencies (rot) discovered in several timber piles supporting the Airport Avenue Bridge over Muddy Creek. The finding necessitated an immediate 20-ton weight limit, which was posted by Public Works staff on July 24, 2020. Repairs to the deficient piles were completed in November 2023 (with tremendous assistance from the Linn County Road Department), and ODOT concurrence that the weight limit may be removed was received on January 5, 2024. A map showing the bridge location is attached.

**Options\***

1. Adopt the Order
2. Denie the order and advise staff on how to proceed

**Fiscal Impact\***

- Yes
- No

# 2040 Thriving Communities Initiative

**Mandated Service?\***  Yes  No

## 2040 Thriving Communities Initiative

Describe how this agenda checklist advances the core values or focus areas of 2040, or supports a strategy of a departmental goal.

To review the initiative, visit the website [HERE](#).

### Values and Focus Areas

Check boxes that reflect each applicable value or focus area and explain how they will be advanced.

**Core Values\***

Select all that apply.

- Vibrant, Livable Communities
- Supportive People Resources
- High Quality Environment and Access
- Diverse Economy that Fits
- Community Resilience
- Equity for Everyone
- Health in All Actions
- N/A

**Explain Core Values Selections\*** NA

**Focus Areas and Vision\***

Select all that apply.

- Community Safety
- Emergency Preparedness
- Outdoor Recreation
- Prosperous Economy
- Environment and Natural Resources
- Mobility and Transportation
- Housing and Growth
- Arts, Entertainment, Culture, and History
- Food and Agriculture
- Lifelong Learning and Education
- N/A

**Explain Focus Areas and Vision Selection\*** Weight limits placed for community safety can now be safely removed.

## Recommendations and Motions

---

### Item Recommendations and Motions

---

**Staff Recommendations\*** Staff recommends the Board of Commissioners adopt the Order so the posted restriction on Airport Avenue may be removed.

**Meeting Motions\*** I move to ...  
...adopt Order #2024-026 authorizing the removal of the weight limit posting on Airport Avenue Bridge over Muddy Creek (County Bridge No. 25280-35).

Staff recommends the Board of Commissioners adopt the Order so the posted restriction on Airport Avenue may be removed.

### **Meeting Motion**

I move to adopt Order #D2024-026 authorizing the removal of the weight limit posting on Airport Avenue Bridge over Muddy Creek (County Bridge No. 25280-35).

# Attachments, Comments, and Submission

---

## Item Comments and Attachments

---

**Attachments**

Upload any attachments to be included in the agenda, preferably as PDF files. If more than one attachment / exhibit, please indicate "1", "2", "3" or "A", "B", "C" on the documents.

Airport Ave Bridge Repair 202311.pdf	1.53MB
Order #D2024-026 Airport Ave Bridge Posting	32.68KB
REMOVAL.pdf	


**Comments (optional)**

If you have any questions, please call ext.6800

**Department**

**Approver**

GARY STOCKHOFF

<p>1.</p> <p><b>Department Approval</b></p> <hr/> <p>Comments</p> <p>Signature </p>	<p>5.</p> <p><b>BOC Final Approval</b></p> <hr/> <p>Comments</p> <p>Signature </p>
<p>2.</p> <p><b>Counsel Approval</b></p> <hr/> <p>Comments Teresa Larson on behalf of County Counsel Vance Crony</p> <p>Signature </p>	
<p>3.</p> <p><b>Finance Approval</b></p> <hr/> <p>Comments</p> <p>Signature </p>	
<p>4.</p> <p><b>County Administrator Approval</b></p> <hr/> <p>Comments</p> <p>Signature </p>	





Belfountain

53rd

Bridge #25100-26  
EVERGREEN CREEK

Bridge #25280-21  
MUDDY CREEK  
OVERFLOW

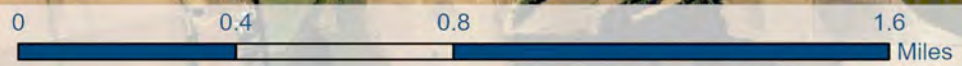
Convill  
Hout  
Ingalls  
Plumley

Airport

Deerhaven

Bridge  
#25280-35  
MUDDY CREEK

Cutler





## BOC Agenda Checklist Master

### Agenda Placement and Contacts

---

**Suggested Agenda Date** 02/06/24

View [Agenda Tracker](#)

**Suggested Placement \*** BOC Tuesday Meeting

**Department \*** Health Services

**Contact Name \*** Aprill Holland

**Phone Extension \*** 6840

**Meeting Attendee Name \*** April Holland, Julie Arena, Rebecca Taylor, Libbi Loseker-Winter

### Agenda Item Details



**Item Title \*** Coordinated Homeless Response System Five-year Strategic Plan Adoption, Resolution No. R2024-002

**Item Involves \*** Check all that apply

- Appointments
- Budget
- Contract/Agreement
- Discussion and Action
- Discussion Only
- Document Recording
- Employment
- Notice of Intent
- Order/Resolution
- Ordinance/Public Hearing 1st Reading
- Ordinance/Public Hearing 2nd Reading
- Proclamation
- Project/Committee Update
- Public Comment
- Special Report
- Other

**Estimated Time \*** 30 minutes

**Board/Committee Involvement \***  Yes  No

**Name of  
Board/Committee**

HOPE Executive Committee

**Advertisement\***

- Yes
- No

## Item Issues and Description

**Identified Salient Issues \***

The Coordinated Homeless Response Office (CHRO) is seeking the Board's acceptance of the HOPE Executive Committee's recommendation (Attachment 1) and subsequently the Board's adoption of Benton County's House Bill 4123 Coordinated Homeless Response System Strategic Plan (HB 4123 Five-year Strategic Plan) (Attachment 2).

In the fall 2023, Benton County, City of Corvallis, City of Philomath and Community Service Consortium (CSC) entered into a Memorandum of Understanding (MOU) (Attachment 3a, 3b), for the implementation of the requirements set forth in House Bill 4123 (HB 4123) (Attachment 4), namely, to work in collaboration to develop a Coordinated Homeless Response System (System) that would serve Benton County and its communities. As required by HB 4123, this System shall at minimum, consist of a Homeless Response Office and a Homeless Response Advisory Board. The System - through either the homeless response advisory board or each member government to the MOU - is responsible for the development and adoption of a 5-year strategic plan that will identify and set goals for addressing:

- Funding to support the ongoing operations of the coordinated homeless response;
- Increasing or streamlining resources and services to people at risk of or experiencing homelessness within the participating cities and counties.
- Incorporating national best practices for ending homelessness;
- Eliminating racial disparities within homeless services within the service area; and
- Creating pathways to permanent and supportive housing that is affordable to local populations experiencing or at risk of homelessness.

As the direct recipient of the funding through HB 4123 the County:

- Serves as the fiscal agent responsible for administration and distribution of Grant funds in compliance with the Grant agreement.
- Operates the Coordinated Homeless Response Office (Coordinated Office).
- Convenes the parties to the MOU and local and regional community partners for implementation of the HB 4123 requirements, namely the development of the HB 4123 5-year Strategic Plan.

The Plan:

The HB 4123 5-year Strategic Plan centralizes years of planning and research at the local, state, and federal levels in a structure that enables flexibility in an ever-changing service and resource landscape. The development of each Strategic Priority was informed by the Update to the 10-year Plan, HOPE Policy recommendations (Attachment 5), and focus areas required by HB 4123. The resulting Strategic Priorities provide high level guidance to enable flexibility and responsiveness as essential characteristics of Benton County's Coordinated Homeless Response System. The strategies in this plan keep our community's values front and center to prioritize vulnerable populations, community safety for all, and racial and ethnic justice.

The HB 4123 5-Year Strategic Plan will guide the Coordinated Office's annual work plan and provide:

- A roadmap for staff that will guide our work and prioritize how we dedicate limited resources over the next five years.
- An outline to organize all the work being done among community partners that aligns with these goals and highlights our shared community work.

Community Engagement and Review Process:

The Coordinated Office has been working since the winter of 2022, to engage the local and regional community to support the development of the HB 4123 5-year Strategic Plan. This engagement included multiple public meetings utilizing the HOPE Advisory Board and City Council meetings of the cities of Adair Village, Monroe and Philomath to inform the development of a plan that is relevant and understandable to a broad range of community members and policy makers. Focused discussions were hosted with direct service providers to create a plan that could identify opportunities for collective impact over a diverse service landscape with complex policy and funding frameworks and timelines.

The HOPE Executive Committee convened two publicly noticed virtual meetings on January 12 & January 19, 2024, to review and provide feedback to the CHRO on a final draft of the HB 4123 5-Year Strategic Plan. These meetings were opened to the public and publicly noticed, posted to the three area publications, and posted to the Benton County website. No public comment was received during these meetings.

**Options \***

- 1) Accept the HOPE Executive Committee's recommendation to adopt the HB 4123 Five-year Strategic Plan by Resolution.
  
- 2) Reject the HOPE Executive Committee's recommendation to adopt the HB 4123 Five-year Strategic Plan by Resolution.

OR

- 3) Provide other guidance

**Fiscal Impact \***

- Yes
- No

# 2040 Thriving Communities Initiative

**Mandated Service?\***  Yes  No

## 2040 Thriving Communities Initiative

Describe how this agenda checklist advances the core values or focus areas of 2040, or supports a strategy of a departmental goal.

To review the initiative, visit the website [HERE](#).

### Values and Focus Areas

Check boxes that reflect each applicable value or focus area and explain how they will be advanced.

#### Core Values\*

Select all that apply.

- Vibrant, Livable Communities
- Supportive People Resources
- High Quality Environment and Access
- Diverse Economy that Fits
- Community Resilience
- Equity for Everyone
- Health in All Actions
- N/A

#### Explain Core Values Selections\*

House Bill 4123 supports the formation of a coordinated homeless response office between cities and counties that is intended to strengthen existing local homeless response systems that improve the livability of our community by providing services and sheltering to our unhoused community members. HB 4123 sets out minimum standards for participating communities that support community resilience, equity for everyone and health in all action, by prioritizing an equitable, accessible responsive system for community members experiencing homelessness and identifies opportunities to more effectively leverage existing funds and access new resources.

#### Focus Areas and Vision\*

Select all that apply.

- Community Safety
- Emergency Preparedness
- Outdoor Recreation
- Prosperous Economy
- Environment and Natural Resources
- Mobility and Transportation
- Housing and Growth
- Arts, Entertainment, Culture, and History
- Food and Agriculture
- Lifelong Learning and Education
- N/A

#### Explain Focus Areas and Vision Selection\*

The coordinated office provides high-level coordination, centralized communication, and strategic visioning enabling multi-disciplinary/multi-jurisdictional collaboration that acknowledges the complexities of the causes and impacts of homelessness in our community, including community safety, environment and natural resources, and housing and growth.

## Item Recommendations and Motions

---

**Staff Recommendations \*** Staff recommends adoption of the HB 4123 Five-year Strategic Plan by Resolution No. R2024-002 as recommended by the HOPE Executive Committee.

**Meeting Motions \*** I move to ...  
...adopt the HB 4123 Five-year Strategic Plan by Resolution No. R2024-002 as recommended by the HOPE Executive Committee.

### Staff Recommendation

Staff recommends adoption of the HB 4123 Five-year Strategic Plan by Resolution No. R2024-002 as recommended by the HOPE Executive Committee.

### Meeting Motion

I move to adopt the HB 4123 Five-year Strategic Plan by Resolution No. R2024-002 as recommended by the HOPE Executive Committee.

# Attachments, Comments, and Submission

---

## Item Comments and Attachments

---

### Attachments

Upload any attachments to be included in the agenda, preferably as PDF files. If more than one attachment / exhibit, please indicate "1", "2", "3" or "A", "B", "C" on the documents.

Attachment_3a_City of Corvallis_HB 4123_MOU.pdf	2.95MB
Attachment_3b_City of Philomath_HB 4123 MOU.pdf	2.97MB
Attachment_4_HB 4123_Full_Text.pdf	29.69KB
Attachment_5_HOPE Policy	237.66KB
Recommendations_APPROVED.pdf	
Attachment 2_Draft_HB 4123_Strategic	864.94KB
Plan_2024_0206.pdf	
Attachment 1_HOPE Exec Committee Letter of	147.09KB
Support 1_19_24 approved.pdf	
Resolution 2024-002_HB	31.42KB
4123_5_Year_Strat_Plan.docx	

**Comments (optional)** If you have any questions, please call ext.6800

**Department** APRIL HOLLAND  
**Approver**

1.

### Department Approval

---

Comments

Signature



*April Holland*


2.

### Counsel Approval

---

**Comments** Teresa Larson on behalf of County Counsel Vance Croney

Signature



TERESA LARSON ON BEHALF OF COUNTY COUNSEL VANCE CRONEY

3.

### County Administrator Approval

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Comments

Signature



*Rachel L. McEnany*

4.

### BOC Final Approval

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Comments

Signature



*Amanda Makepeace*



**BEFORE THE BOARD OF COMMISSIONERS FOR THE STATE OF OREGON,  
COUNTY OF BENTON**

**In the Matter of Adopting Benton County’s )  
Coordinated Homeless Response System ) RESOLUTION No. 2024-002  
Five-year Strategic Plan )**

WHEREAS, Homelessness in Benton County has escalated in recent years and demands a comprehensive, coordinated response from the county, cities, diverse community partners, leaders, and persons experiencing homelessness.

Benton County, Community Services Consortium (CSC), and the Cities of Corvallis and Philomath demonstrate a clear vision to coordinate their efforts on homelessness by bringing together existing providers, other partners, and community members to elevate and strengthen existing work through the establishment of a Coordinated Homeless Response System.

Pursuant to House Bill 4123 (2022) the State of Oregon awarded Benton County one-time funding to establish a coordinated homeless response system (System) to operationalize and strengthen the communities’ homeless response efforts.

As required by House Bill 4123, this System shall, at a minimum, consist of a Coordinated Homeless Response Office and a homeless response advisory board responsible for the development and adoption of a five-year strategic plan that shall identify goals in addressing:

1. Funding to support the ongoing operations of the coordinated homeless response system;
2. Increasing or streamlining resources and services to people at risk of or experiencing homelessness within the Parties’ jurisdictions;
3. Incorporating national best practices for ending homelessness;
4. Eliminating racial disparities within homeless services within the service area; and
5. Creating pathways to permanent and supportive housing that is affordable to local populations experiencing or at risk of homelessness.

The Benton County Coordinated Homeless Response Office is operated by Benton County in cooperation with partnering agencies, including CSC and the Cities of Corvallis and Philomath.

NOW THEREFORE BE IT RESOLVED that the Benton County Board of Commissioners ordains as follows: the Benton County Coordinated Homeless Response System Five-year Strategic Plan (Plan), attached hereto as Exhibit 1, is adopted. The Plan shall serve as a tool to guide the Coordinated Homeless Response Office’s workplan and provide a communitywide roadmap for collective impact toward Benton County’s shared vision *that everyone in Benton County has the opportunity to live in decent, safe, and affordable housing.*

Adopted this 6<sup>th</sup> day of February, 2024.

Signed this 6<sup>th</sup> day of February, 2024.

BENTON COUNTY BOARD OF COMMISSIONERS

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Xanthippe Augerot, Chair

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Nancy Wyse, Vice Chair

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Pat Malone, Commissioner

Approved as to form:

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Vance M. Croney, County Counsel



**Home, Opportunity, Planning, and Equity (HOPE)  
Executive Committee  
Letter of Approval for 5-Year Strategic Plan  
House Bill 4123 (2022)  
January 19, 2024**

**HOPE Executive Committee Members:**

Chris Workman (Philomath City Manager); Chas Jones (Philomath Mayor); Mark Shephard (Corvallis City Manager); Briae Lewis (Corvallis City Councilor); Rachel McEneny (Benton County Administrator); Nancy Wyse (Benton County Commissioner); Pegge McGuire (Community Action Agency Director).

**Coordinated Homeless Response Office (CHRO) Staff:**

Rebecca Taylor (Benton County Health, HOPE Project Manager); Libbi Loseke Winter (Contracted Grant Researcher and Writer); Julie Arena, (Benton County Health, HOPE Program Coordinator); April Holland (Benton County Health Department Interim Director); Paul Bilotta (Corvallis Community Development Director); Brigetta Olson (Corvallis Housing and Neighborhood Services Manager).

To Benton County Board of Commissioners:

As the HOPE Executive Committee, we approve the 5-Year Strategic Plan required by HB 4123 (2022) presented by the Benton County Coordinated Homeless Response Office. We recommend adoption of the “Benton County Coordinated Homeless Response System Strategic Plan 2023-2027.”

**I. Background**

Like communities throughout Oregon and the United States, homelessness in Benton County has escalated in recent years and demands a comprehensive, coordinated response from the county, cities, and diverse community partners, leaders, and persons experiencing homelessness. Benton County, Community Services Consortium (CSC), and the Cities of Corvallis and Philomath demonstrate a clear vision to coordinate their efforts on homelessness by bringing together existing providers, other partners, and community members to elevate and strengthen existing work through the establishment of a Coordinated Homeless Response System.

The County has signed a grant (“Grant”) agreement with the State of Oregon awarding the County one-time funding to establish a Coordinated Homeless Response System to operationalize and strengthen the communities’ homeless response efforts. The Grant agreement is entered pursuant to the terms of HB 4123. This Grant requires the submission of a 5-Year Strategic Plan from each local coordinated response office.

## **II. Community Engagement**

Extensive community engagement occurred to inform this Strategic Plan. The Home, Opportunity, Planning, and Equity (HOPE) Advisory Board to the Cities of Corvallis and Benton County engaged in multiple meetings to review, provide feedback, and inform the Strategic Plan. In 2023, the HOPE Board reviewed and gave feedback on this Plan at their meetings in January, March, May, July, August, and September. The HOPE Board had the opportunity to review and refine feedback of multiple drafts over the course of 2023. The HOPE Board members represent diverse communities with Benton County, including rural partners, people who have experienced homelessness personally, service providers who help individuals and families transition out of homelessness, first responders, elected officials, our LGBT community, our Black community, our biracial community, OSU students, and the faith-based community.

Additionally, Coordinated Homeless Response Office (CHRO) staff engaged directly with multiple service providers in Benton County to share the content of the Strategic Plan and hear feedback. CHRO staff met one-on-one with our area agency on aging, our community action agency, Casa Latinos Unidos, Linn Benton NAACP, and many service providers who run shelter, transitional housing, and supportive services programs.

## **III. Purpose**

The purpose of this 5-Year Strategic Plan is to identify and set goals for addressing:

- a. Funding to support the ongoing operations of the coordinated homeless response system.
- b. Increasing or streamlining resources and services to people at risk of or experiencing homelessness within the Parties' jurisdictions.
- c. Incorporating national best practices for ending homelessness.
- d. Eliminating racial disparities within homeless services within the service area.
- e. Creating pathways to permanent and supportive housing that is affordable to local populations experiencing or at risk of homelessness.

NOW, THEREFORE, the HOPE Executive Committee recommends that the Benton County Board of Commissioners adopt the "Benton County Coordinated Homeless Response System Strategic Plan 2023-2027" pursuant to HB 4123 (2022).

Cover Page Placeholder

Benton County  
Coordinated Homeless  
Response System

Strategic Plan 2023-2027

# Benton County Coordinated Homeless Response System Strategic Plan 2023-2027

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## Executive Summary

The Benton County Coordinated Homeless Response Office is proud to present the 2023-2027 Benton County Coordinated Homeless Response System 5-year Strategic Plan. This document is the result of deep countywide collaboration with diverse community partners, and organizations dedicated to responding to and preventing homelessness.

This Plan does not replace previous planning efforts, rather it centralizes the many years of meaningful planning and research at the local, state, and federal level. A large portion of the work to develop and document Benton County's Coordinated Homeless Response System and the Plan to guide its work has been the investigation of existing frameworks at the federal, state, and local level that influence and impact the local response to homelessness. This investigation is essential to prevent creation of redundant systems and the diversion of resources from existing successful programs. The resulting Plan provides high level guidance to enable flexibility and responsiveness in an everchanging policy and funding landscape.

The Coordinated Homeless Response 5-year Strategic Plan outlines 6 priority areas for targeted work over the next five years and serves as a guide for collective community efforts to address and measure progress towards our shared vision, *that everyone in Benton County has the opportunity to live in decent, safe, and affordable housing.*

### What this Plan includes:

- A summary of the work and history that got us where we are today in Benton County.
- Six priority areas that are inclusive and relevant to community partners working to reduce and end homelessness in our rural and urban communities.
- An overview of the Coordinated Homeless Response System and its' components with explanations on how each component plays a part in our community's response to homelessness.
- A community roadmap that will guide countywide work and prioritization of resources over the next five years.

### Why we have a Plan:

- Benton County, the City of Corvallis, the City of Philomath, and Community Service Consortium (CSC) are part of a pilot program sponsored by Oregon State House Bill 4123 (2022) to support a coordinated response to homelessness. As required by House Bill 4123 (HB 4123) staff from the newly formed Benton County Coordinated Homeless Response Office (CHRO) with staff and leadership support from the City of Corvallis, the City of Philomath and CSC have facilitated the development of this Plan.

- To make real progress towards our shared vision, we need to align community priorities to collectively target our efforts towards specific solutions.
- A shared language to communicate about all the work being done on this topic is necessary for transparency, accountability, and understanding at the local and state level.
- The six priority areas will be used to develop a focused work plan that aligns with the identified priorities and highlights our shared community work.

Since the 2017 release of the “Update to the Ten-Year Plan to Address Issues Surrounding Housing and Homelessness,” the COVID-19 pandemic underscored that homelessness is a public health crisis for everyone. People who experience homelessness have an increased exposure to threats of violence, adverse weather, disease, and other dangers worsened by the lack of a stable and safe place to call home. Homelessness is a social justice crisis demonstrated by nationwide and local homelessness data exposing alarming racial and ethnic disparities<sup>1</sup>. The strategies in this plan keep our community’s values front and center to prioritize vulnerable populations, community safety for all, and racial and ethnic justice.

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<sup>1</sup> See page 6 for an overview of local data on homelessness.



## Purpose of the Strategic Plan

This Strategic Plan brings policy leadership developed within the structure of the Coordinated Homeless Response System into a framework where the community can take action and make progress on the community's priorities. Policy guidance — gathering information, weighing options, and setting long-term goals for the community — is one of the most important parts of developing the Plan and forms the foundation of the document. Additionally, community partner input and participation in the development of the Plan maximizes opportunities for alignment, reduces duplication, and enables collective impact of strategies in the Plan. This Plan steers our community towards a shared vision to assure that **“everyone in Benton County has the opportunity to live in decent, safe, and affordable housing.”**



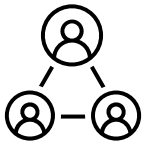
### Community Roadmap

By presenting community priorities in the same document, leaders can make well-informed, long-term decisions.



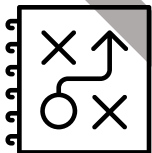
### Work and Resource Prioritization

Our goal is to have collective impact by coordinating our actions with community partners to work together and tackle an issue from all sides. This Plan will guide the development of the annual Coordinated Office work plan and operational decision-making to prioritize projects and funding in a strategic way for a countywide homeless response.



### Accountability/Stewardship

Strategic coordination among funders maximizes the impact of limited resources. Transparent collaboration reinforces our role as public stewards. Implementation of metrics for successful programs bolsters accountability across the system of services.



### Strategic Priorities

The topic of homelessness solutions is complex. Implementing solutions in a complex environment requires strong organization and coordination with many community partners. The Strategic Priority areas in this Plan reflect years of research and best practices (local, state, and federal), are key to reducing and preventing homelessness and will guide the work of the Coordinated Homeless Response System. The Plan works to integrate the community's housing and homelessness response planning (i.e. HOPE Policy Recommendations) with the requirements of House Bill 4123 into one document.

## Vision and Values

### Our Vision

In 2016, diverse partners throughout Benton County, within the structure of the Housing Opportunities Action Council (HOAC), and supported by funding from Benton County, City of Corvallis, and Samaritan Health Services, initiated a planning process to update the Ten-Year Plan to Address Issues Surrounding Housing and Homelessness in Benton County, Oregon. The result was **Community Strategies to Overcome Homelessness and Barriers to Housing (Update to the 10-year Plan)**<sup>2</sup>, a far-reaching document that outlines goals and strategies aimed to represent the Ten-Year Plan's original vision of assuring that "everyone in Benton County has the opportunity to live in decent, safe, and affordable housing."

Following the Update to the 10-year plan, Benton County and the City of Corvallis formed the Home, Opportunity, Planning, and Equity (HOPE) Advisory Board to improve leadership and coordination in Benton County's response to homelessness and housing insecurity.

Starting in 2020, the Home, Opportunity, Planning, and Equity (HOPE) Board<sup>3</sup> engaged in a planning process that included research on successful best practices, extensive public engagement, and a local gap analysis. The HOPE Board's work was informed by specific strategies outlined in the Update to the 10-year plan, was guided by their values, and was driven by local data on priority populations.

### Guided by Values

The values listed in the HOPE Advisory Board bylaws are embedded into Benton County's Coordinated Homeless Response System. The Coordinated Homeless Response Office is guided by the vision and values in the HOPE Bylaws, as well. These values are pillars of this Strategic Plan and continue to guide our daily work.

- **Use data to drive assessments, prioritization and accountability.**
- **Take a comprehensive systems and multi-sector approach.**
- **Engage and involve the community, not just direct service providers.**
- **Prioritize vulnerable populations.**
- **Promote community safety for all.**
- **Promote racial and ethnic justice.**



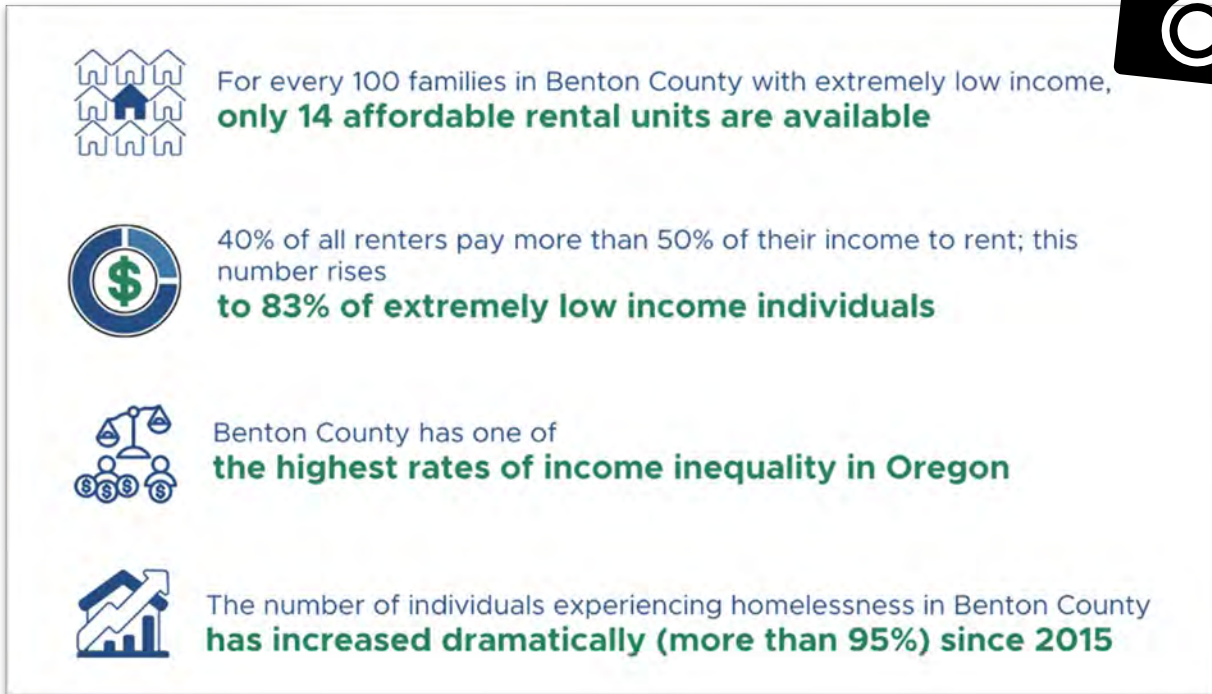
**Vision: "Everyone in Benton County should have the opportunity to live in decent, safe, and affordable housing."**

<sup>2</sup> <https://health.bentoncountyor.gov/wp-content/uploads/2024/01/hope-benton-county-tenyearplan-update-2017.pdf>

<sup>3</sup> <https://health.bentoncountyor.gov/advisory-committees/#hope-board>

## Data Driven

Our local data shows an alarming overrepresentation of certain subpopulations in Benton County's sheltered and unsheltered populations experiencing homelessness. This data focused the HOPE Advisory Board's development of twelve policy recommendations to prioritize **vulnerable populations, community safety for all, and racial and ethnic justice.**<sup>4</sup>



We

gathered a variety of data to inform our analysis of the different groups experiencing homelessness. The sources we reviewed comprise the 2023 Point in Time Count (PIT)<sup>5</sup>, Homeless Management Information System (HMIS) and Coordinated Entry<sup>6</sup> data from CSC, 2022-23 school year McKinney-Vento data, and reports from two local providers, Corvallis Daytime Drop-in Center (CDDC) and Unity Shelter. The variety of sources is necessary to understand our local population of people experiencing homelessness as each source has its insights and limitations.

### Data Limitations

Compiling accurate data about people experiencing homelessness is a challenge due to many factors. Limited resources for outreach and engagement impact the reach of data collection efforts. For example, the Point in Time (PIT) count is an unfunded mandate by the federal government that relies almost solely on volunteer efforts and is conducted only once per year. Discussing personal history for purposes of assessment and data collection can be traumatic for the individual. This affects Coordinated Entry data as it is limited to those who are able to/choose to complete a lengthy assessment and constrained by staff time available to conduct the assessment. The data generously shared by local service providers represents information gleaned from regular contact and trust building with people experiencing

<sup>4</sup> HOPE Recommendations: <https://health.bentoncountyor.gov/wp-content/uploads/2023/10/HOPE-Advisory-Board-2021-0428-PolicyRecommendations.pdf>

<sup>5</sup> PIT count: <https://www.hudexchange.info/programs/hdx/pit-hic/#2024-pit-count-and-hic-guidance-and-training>

<sup>6</sup> HMIS: <https://www.hudexchange.info/programs/hmis/hmis-requirements/>

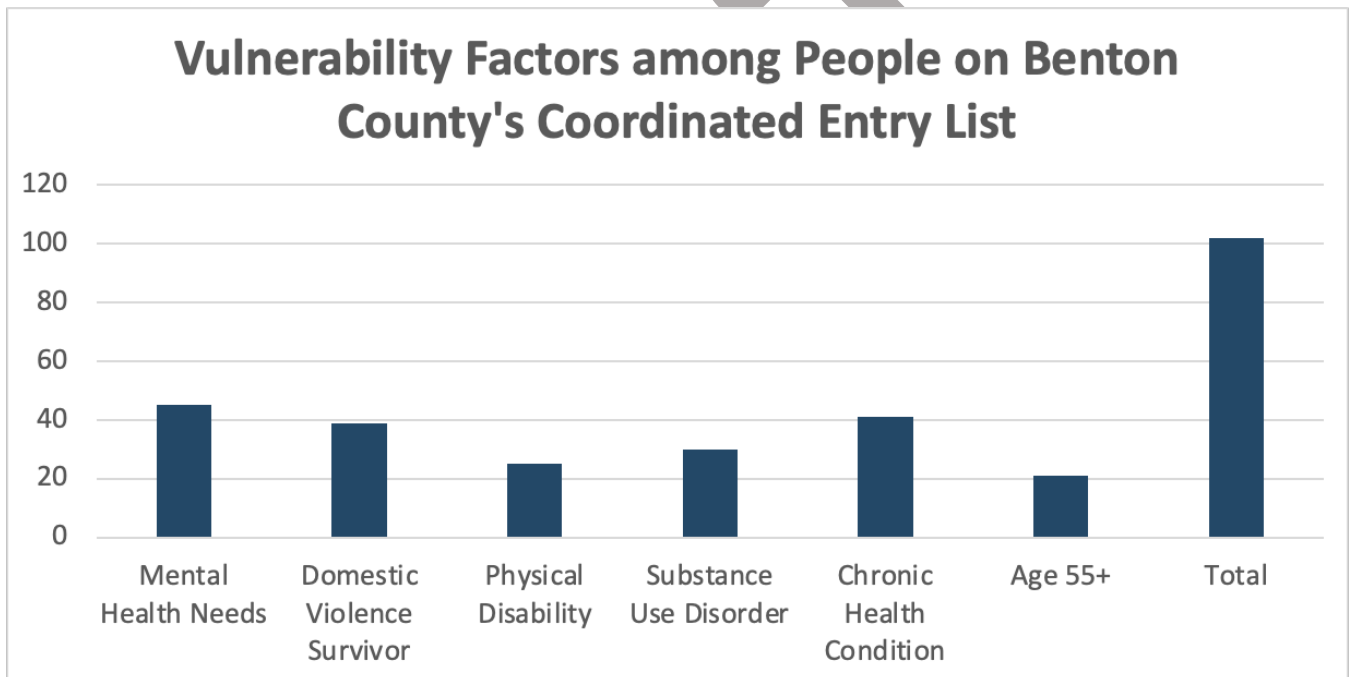
Coordinated Entry: <https://www.hudexchange.info/resource/6643/coordinated-entry-data-and-system-performance/>

homelessness but has definitions and categories specific to each providers needs and reporting requirements, making direct comparison and combining difficult.

With that said, we have used the data we currently have to better understand the homeless population in our area. The information included in this document is a selection of the data that has been collected but is not all inclusive of all data sources.

**Vulnerable Populations**

2023 Coordinated Entry Data for Benton County shows that **87% of all people who have completed a VI-SPDAT<sup>7</sup> assessment report at least one risk factor that indicates higher need and/or urgency for support to exit homelessness. Nearly half of this group (45%) reports four or more vulnerability factors**, including age 55 or older, domestic violence victim/survivor, alcohol and/or drug use disorder, chronic health condition, HIV/AIDS, mental health needs, and/or physical disability.



Source: reported occurrences of factors among the 102 people in the Coordinated Entry Data for Benton County as of July 10, 2023.

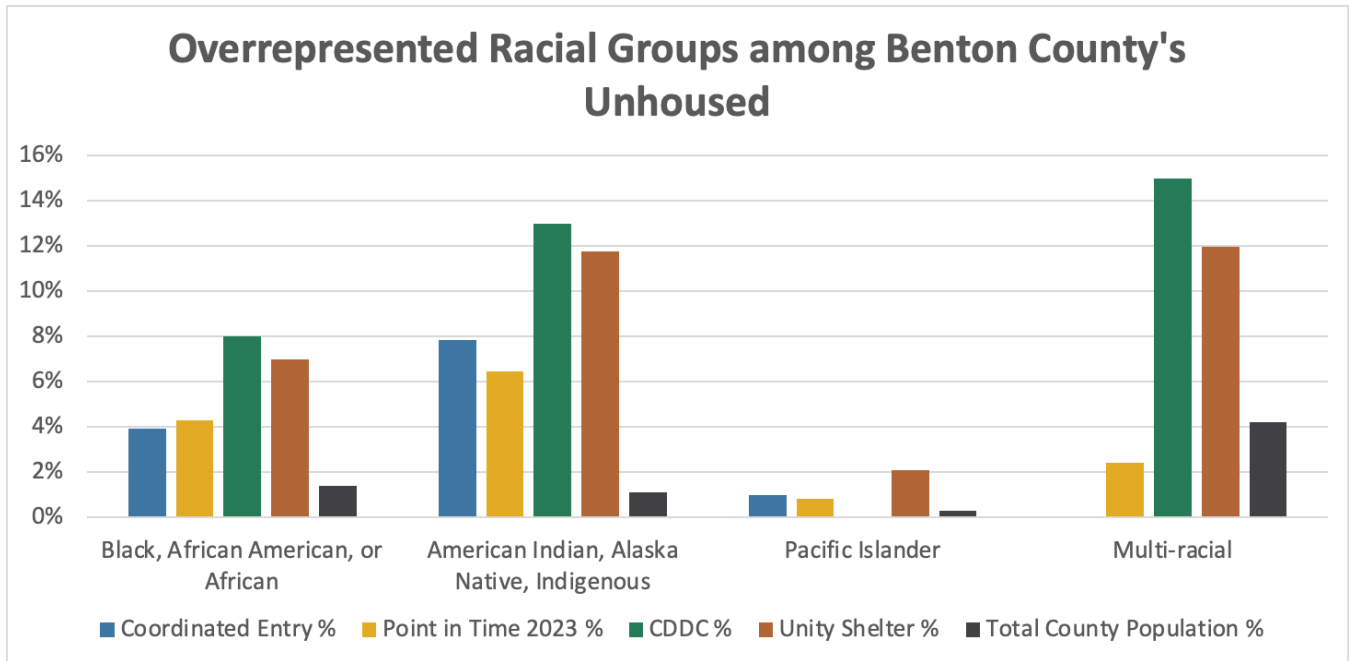
**Community Safety for All**

People are safer when they have secure, permanent, and stable housing. Living unhoused increases a person’s chance of harm from violence and crime. Without shelter, people are at higher risk of exposure to health threats like tuberculosis and COVID-19, and have fewer resources to practice basic hygiene that can stop the spread of disease. Access to a physically safe place, such as shelter or housing, both reduces these safety risks for those experiencing homelessness and reduces the interconnected effects of these risks throughout the community.

**Racial and Ethnic Justice**

<sup>7</sup> The Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) was developed as a pre-screening tool, which is completed with people who are literally homeless to highlight areas of vulnerability to help inform the type of support and housing intervention that may be most beneficial to improve long term housing outcomes.

The graphics below illustrate the representation of different racial and ethnic groups in the local homeless population as compared to their overall representation per the U.S. Census. Note the significant overrepresentation of Black, Native American, Pacific Islander, and multi-racial groups in the first chart. The second table shows the representation for all racial and ethnic groups in the homeless population for which data was collected in comparison with the total county population (per U.S. Census data). (Data sources are shown separately in the chart both because of difference in collection methods and to show the representation of different groups in different phases of the homelessness experience.)



## Overview of Racial and Ethnic Groups among Benton County's Unhoused and Total Populations

	Coordinated Entry	2023 Point in Time	CDDC	Unity Shelter	Benton County Total Population
Asian or Asian American	0.98%	0.81%	1.70%	1.49%	6.60%
Black, African American, or African	3.92%	4.30%	8.00%	6.97%	1.40%
American Indian, Alaska Native, Indigenous	7.84%	6.45%	13.00%	11.75%	1.10%
Pacific Islander (incl. Native Hawaiian)	0.98%	0.81%	x	2.09%	0.30%
Latino/a/x	6.86%	11.02%	9.40%	8.76%	8.60%
Multi-racial	x	2.42%	15.00%	11.95%	4.20%
White or Caucasian	86.72%	74.46%	x	81.08%	86.40%

## The Coordinated Homeless Response System: We All Play a Part

Homelessness in Benton County has escalated in recent years and demands a system for comprehensive coordination of all the pieces that play a part in our community's response. We call this system the **Benton County Coordinated Homeless Response System**.

Benton County's Coordinated Homeless Response System provides a framework to provide cross-sector operational coordination to support countywide efforts to support all of its communities' and providers with the ultimate goal to add housing options and sustain housing in every community in Benton County.

### I. Federal Best Practices for a Coordinated System

Federally recommended best practices come from a variety of sources, including the Federal [Housing and Urban Development](#) (HUD) Department, the [National Alliance to End Homelessness](#) (HAEH), the [United States Interagency Council on Homelessness](#) (USICH), the [Substance Abuse and Mental Health Services Administration](#) (SAMHSA), and various other federal funders. These funding streams require best practices in housing and homelessness solutions as part of their agreements to fund services. Best practice guides range from how to address racial inequities to low barrier approaches to fair housing laws. Benton County's Coordinated Homeless Response System prioritizes incorporating these best practices into the entire spectrum of shelter and housing.

In December 2022, The Biden-Harris Administration released [All In: The Strategic Plan to Prevent and End Homelessness](#). The federal strategic plan is built around three foundational pillars – **equity, data and collaboration** – and three solution pillars – **housing and supports, homelessness response, and prevention**. As demonstrated throughout Benton County's Coordinated Homeless Response 5-year Strategic Plan, these same pillars provide foundational guidance to our community's response to homelessness.

### II. Sustainable Resources and Infrastructure

The HOPE Advisory Board recommended three foundational components to have a sustainable, communitywide impact in Benton County's response to homelessness.

#### [Foundational HOPE Recommendations](#)

- a. **Capacity:** organizational capacity is needed to work on and implement these recommendations, and organizational capacity needs to be built within social service organizations to manage and provide the services.
- b. **Funding:** explore state, federal, and private funding to expand organizational capacity to work on these topics and to fund the implementation and permanent provision of all these recommended services. In partnership with providers, assess current funding streams to ensure funding is not being taken away from existing services but that additional funding is pursued. Allocate resources to organizations that work toward implementing these policy recommendations. Prioritize resource allocation based on community feedback.
- c. **Legislative Advocacy:** advocate for state and federal leadership on local capacity building with necessary technical assistance and funding to support sustainable operations.

### III. A Locally Led Structure

Guided by these three foundational recommendations, Benton County, in partnership with the City of Corvallis, pursued House Bill 4123 (2022), a state sponsored pilot program that provided funding for dedicated staff and a framework for increased county and city operational alignment. This HB 4123 framework supports Benton County's development of a **Coordinated Homeless Response System** for countywide implementation of housing and homelessness strategies and includes the following components:

### **Benton County's Coordinated Homeless Response Office**

The purpose of the Coordinated Homeless Response Office (Coordinated Office) is to provide dedicated staff for systems-level coordination, centralized communication, and strategic resource planning to support more equitable, accessible, and responsive solutions to housing and homelessness in Benton County. The Coordinated Office staff convene, lead, schedule, facilitate, research, coordinate, manage, plan, communicate, and support a variety of efforts across the community to move forward complex system solutions.

The Coordinated Office will annually review and develop work plans based on the strategic priorities outlined in this Plan. Equity will guide the ongoing work of the Coordinated Office to make system improvements with intentional partnership and community engagement.

### **HOPE Executive Committee**

The HOPE Executive Committee works together with the Coordinated Office providing cross-jurisdictional leadership, policy, and operational coordination. The Executive Committee provides input and direction to support countywide development and implementation of the strategies within this Plan. The Executive Committee consists of a chief executive, or their designee, and elected official from each member government (County and Cities) who have formalized partnership by agreement to Benton County's Homeless Response System. The Executive Committee will provide regional operational and resource coordination between members on housing and homelessness efforts and serves as liaison between the HOPE Advisory Board and each member government. The availability and needs of each community will inform the HOPE Executive Committee's scope of work.

### **HOPE Advisory Board**

The Home, Opportunity, Planning, and Equity (HOPE) Advisory Board serves as a key forum for community and stakeholder engagement, consisting of a wide array of community expertise and representation of groups working on homelessness, housing, and social determinants of health. The HOPE Advisory Board will serve as a policy liaison between the community and the governing boards of each member government represented through the Executive Committee in collaboration with the Coordinated Office. The HOPE Advisory Board provided input to support the development of this Plan. The Coordinated Office will utilize the HOPE Board, the community engagement body of the System, to periodically review for updates and improved communication.

## Service Provider Network

Many people in our community help our neighbors experiencing homelessness in a variety of ways. We call these helpers, service providers. They form a connected network and routinely come together to improve our local system of services. The Coordinated Office works in collaboration with our service provider network to support their organizations, coordinate efforts, adopt best practices, and leverage resources. The work and initiatives of the local service provider network informed the development of this Plan through direct engagement by Coordinated Office staff to identify opportunities for collective impact to reach shared goals.

The local service provider network includes compassionate community members, many of whom volunteer and remain unpaid for the work they do to help our neighbors. Others may earn wages low enough to qualify for assistance programs they provide to the community. These essential workers help save lives of people experiencing homelessness while facing funding cuts, staff burnout, traumatic situations, and ever-changing federal and state landscapes that threaten sustainable funding. The community members who dedicate their time and efforts to helping our most vulnerable neighbors remain the unsung heroes of this work.



*Figure 1: A community member receives counseling services at Corvallis Daytime Drop-in Center*

## Organization of Strategic Plan

This Plan centralizes years of planning and research at the local, state and federal levels in a structure that enables flexibility in an ever-changing service and resource landscape. The



development of each Strategic Priority was informed by the Update to the 10-year Plan, HOPE Policy recommendations, and focus areas required by HB 4123 (as illustrated in the table below). The resulting Strategic Priorities provide high level guidance to enable flexibility and responsiveness as essential characteristics of Benton County’s Coordinated Homeless Response System.

The HOPE Policy Recommendations and HB 4123 focus areas are included in the Plan (table below) for reference and general guidance; they offer historical context for the development of the Strategic Priorities and provide examples of potential strategies to achieve our priorities. The annual Coordinated Office work plan will identify specific operational strategies for implementing the Strategic Priorities. Key dates and milestones will be provided for each strategy as they are developed and updated annually by the Coordinated Office to support the local and regional response to homelessness.

**Coordinated Office Strategic Priorities Alignment at a Glance:**  
**VISION:**  
*Everyone in Benton County has the opportunity to live in decent, safe, and affordable housing.*

This table provides an overview of how the Coordinated Homeless Response System 5-year Strategic Plan aligns with the HOPE Policy Recommendations developed by the HOPE Advisory Board and the requirements of HB 4123. This alignment tool provides examples of current and future work occurring in our community to respond to homelessness and will be used to calibrate the work of the Coordinated Office.

**I. Community and Organizational Systems and Policy Change**

***Homelessness in Benton County demands a comprehensive, coordinated response from the County, cities, and diverse community partners, leaders and persons experiencing homelessness. Therefore, WE WILL:***

- A. Strengthen capacity in our systems,***
- B. Better align and leverage our resources, and***
- C. Increase coordination and collaboration of all community partners.***

**HOPE Policy Recommendations:**

- Policy #1. Facilitate and coordinate data improvement efforts with community partners.
- Policy #2. Work with providers to create metrics for successful program goals.
- Policy #4: Collaborate with social service and health care partners to increase the number of paid, full time case managers to support people transitioning out of homelessness.
- Policy # 12. Increase supportive services and stable funding streams to provide services to residents at more affordable housing locations.

**HB 4123 Requirements:**

- Sustainable funding to support the ongoing operations of the coordinated homeless response system.
- Creating pathways.
- Increasing or streamlining resources and services to people at risk of or experiencing homelessness.

**II. Comprehensive Care Coordination**

***WE WILL inform an improved system of care coordination and data sharing.***

**HOPE Policy Recommendations:**

Policy #1. Facilitate and coordinate data improvement efforts with community partners.

Policy # 3. Prioritize collaboration and coordination of providers and partners with routine meetings for improved care coordination facilitated by a full-time staff member.

**HB 4123 Requirements:**

Increasing or streamlining resources and services to people experiencing homelessness.

Incorporating best practices for ending homelessness.

Creating pathways to permanent and supportive housing that is affordable to local populations experiencing or at risk of homelessness.

**III. Prevention**

***WE WILL prevent homelessness with strategies focused on upstream prevention to reduce housing instability for households most likely to experience homelessness. These strategies will support the needs of both rural and urban communities.***

**HOPE Policy Recommendations:**

Policy # 7. Facilitate and support the creation of a Resource Center.

Policy # 8. Explore and investigate the need and the barriers to accessing housing for individuals and their families in our community whose past history has impacted their ability to secure housing.

Policy #11. Increase available rental/income assistance options.

Policy # 12. Increase supportive services and stable funding streams to provide services to residents at more affordable housing locations.

**HB 4123 Requirements:**

Increasing streamlining resources and services to people at risk of or experiencing homelessness.

Eliminating racial disparities within homeless services within the services area

Creating pathways to permanent and supportive housing that is affordable to local populations experiencing or at risk of homelessness.

Incorporating best practices for ending homelessness.

Sustainable funding to support the ongoing operations of the coordinated homeless response system.

**IV. Street Outreach and Rapid Response**

***WE WILL:***

- ***Promote access to safe and accessible crisis response.***
- ***Support expansion of street outreach to transition more people out of homelessness.***

**HOPE Policy Recommendations:**

Policy #4: Collaborate with social service and health care partners to increase the number of paid, full time case managers to support people transitioning out of homelessness.

Policy #5: Pursue implementation of a crisis response team and collect data on the scope and scale of need for crisis response.

**HB 4123 Requirements:**

Sustainable funding to support the ongoing operations of the coordinated homeless response system.

Increasing streamlining resources and services to people at risk of or experiencing homelessness.

Eliminating racial disparities within homeless services within the services area

**V. Housing**

***WE WILL expand housing and sheltering system options and capacity.***

**HOPE Policy Recommendations:**

Policy #4. Collaborate with social service and health care partners to increase the number of paid, full-time case managers to support people transitioning out of homelessness.

Policy # 6. Provide organizational capacity to facilitate and coordinate providers in establishing a 24/7/365 Sheltering System for all populations with onsite resources at shelter locations to transition people out of homelessness.

Policy # 10. Increase development or acquisition of affordable housing units for permanent supportive housing (PSH) by 20 new units per year for the next eight years to add at a minimum 160 new units of PSH in Benton County (might need to evaluate metric).

**HB 4123 Requirements:**

Sustainable funding to support the ongoing operations of the coordinated homeless response system.

Increasing streamlining resources and services to people at risk of or experiencing homelessness.

Incorporating best practices for ending homelessness.

Eliminating racial disparities within homeless services within the services area

Creating pathways to permanent and supportive housing that is affordable to local populations experiencing or at risk of homelessness.

**VI. Community Engagement, Inclusion, & Neighborhood Belonging**

***WE WILL foster a community in which everyone has opportunities to participate and feel valued and supported.***

**HOPE Policy Recommendation**

Policy # 8. Explore and investigate the need and the barriers to accessing housing for individuals and their families in our community whose past history has impacted their ability to secure housing.

Policy #9. Provide routine communication, notice, and opportunities for community involvement on the topic of homelessness services.

**HB 4123 Requirements:**

Central point of communication  
Intergovernmental Agreement

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## Strategic Priority Areas

## I. Community and Organizational Systems and Policy Change

### Why?

To provide a home for everyone, we must increase coordination and collaboration of service providers and strengthen efficiencies in our current system and better align our resources.



### How?

The coordinated office will facilitate:

- improved coordination community and regional services,
- increased cooperation and knowledge sharing across the community,
- improved cooperation and collaboration among services,
- strengthening cross-sector relationships.

## II. Comprehensive Care Coordination

### Why?

Coordination of care helps us prioritize our highest need populations and better help people.

### How?

Our community will need training, funding, and development of shared definitions to build our provider capacity to support people with complex needs. The Coordinated Office works to improve our system of care coordination in which residents have access to case management services and are supported in maintaining or accessing affordable housing and other community supports. We will ensure planning aligns with U.S. Department of Housing and Urban Development's (HUD) Homeless Management Information System (HMIS), including a system with coordinated entry, assessment, and application.



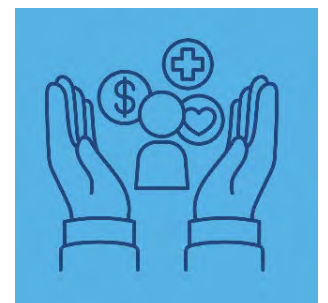
## IV. Prevention

### Why?

Providing early intervention can address problems that contribute to homelessness and housing instability in both rural and urban communities.

### How?

We can prevent homelessness from occurring by improving the systems and structures that allow it to occur.



**V.****Why?**

Implementing best practices helps navigate people out of homelessness and improve outcomes.

**How?**

Increase safe, accessible well-resourced crisis response and immediate supports. We will increase and streamline access to services by supporting best practices like harm reduction, low barrier approaches, and trauma-informed response.

**VI. Housing****Why?**

Expanding housing and sheltering options along the entire housing continuum ensures everyone in the community has a place to live.

**How?**

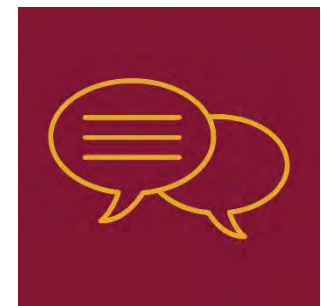
Leverage and increase resources to improve housing affordability and accessibility.

**VII. Community Engagement, Inclusivity, and Neighborhood Belonging****Why?**

Communities must be part of the solutions at many levels to feel like we own our progress.

**How?**

Our Coordinated Office strives to facilitate community education and dialogue about the causes and community impacts of homelessness. We work to create visibility for the solutions making local progress. We value our local wisdom and lived experiences by elevating the voices of service providers and people who have experienced homelessness. We will embed inclusivity and accessibility in all solutions.



**Community Services Consortium (CSC):** a part of a national network of over 1,000 Community Action Agencies, and a statewide network of 17 in Oregon, dedicated to helping people help themselves and each other, building strong, resilient communities. CSC provides a suite of wrap-around services to meet basic needs and achieve long-term goals, with the focus of building stability in the communities we serve. In partnership with a caring community, CSC helps people in Linn, Benton and Lincoln counties to access tools and resources to overcome poverty and build brighter and more stable futures. (pages 2 and 6) Website: <https://communityservices.us/>

**Corvallis Daytime Drop-in Center (CDDC):** daytime resource and navigation hub in the Corvallis, OR area serving individuals experiencing homelessness and poverty. Our goal is to reduce the social exclusion, stigma, and isolation that so often comes with being poor. We are structured around a community-first model that believes every person, regardless of identity or status, deserves to be treated with care and dignity—as well as given space to share their voice, perspective, and experience. (pages 6 and 11) Website: <https://corvallisddc.org/en/>

**Home, Opportunity, Planning, and Equity (HOPE) Advisory Board:** formed in 2019, a joint advisory board to the City of Corvallis and Benton County on the topic of homelessness policy solutions. The HOPE Board provides policy recommendations to member governments when requested. HOPE meetings also serve as community forums for updates, education, questions, and discussion. In 2023, the City of Philomath signed on to participate in HOPE Board activities and coordinate efforts through the HOPE Executive Committee. (pages 4, 5, 9, 10, 12, 13, 14) Website: <https://health.bentoncountyor.gov/advisory-committees/#hope-board>

**HOPE Executive Committee:** a subset of the HOPE Advisory Board members who serve as liaisons to the members governments, the City of Corvallis, the City of Philomath, Community Services Consortium, and Benton County. The HOPE Executive Committee provides guidance for HOPE agenda setting, educational components at HOPE meetings, and requests for policy recommendations from the HOPE Board. (page 10) Website: <https://health.bentoncountyor.gov/event-category/hope-executive-committee/>

**Housing Opportunities Action Council (HOAC):** active from approximately 2016-2019, HOAC included diverse partners throughout Benton County. Supported by funding from Benton County, City of Corvallis, and Samaritan Health Services, HOAC initiated a planning process to update the Ten-Year Plan to Address Issues Surrounding Housing and Homelessness in Benton County, Oregon. (page 5)

**McKinney-Vento:** The McKinney-Vento Act's Education of Houseless Children and Youth Program, ensures that houseless children and youth are provided a free, appropriate public education, despite lack of a fixed place of residence or a supervising parent or guardian. The state public school admission statute assuring the right of houseless and other children and youth in similar circumstances to enroll in schools is Oregon Revised Statute [ORS 339.115\(7\)](#). Every school district in Oregon has at least one designated Houseless Student Liaison to provide direct assistance to families navigating houselessness and unaccompanied youths to access and achieve in school. (page 6) Website: <https://www.oregon.gov/ode/schools-and-districts/grants/esea/mckinney-vento/pages/default.aspx>

**Unity Shelter:** Unity Shelter is a young non-profit 501(c)3 corporation (est. January 2020). Unity shelter has a very specific mission to help provide housing for those in our community who have none. Unity Shelter includes programs that share its mission to "Provide Safe Shelter Through Collaborative Care." Programs such as The Mens Shelter, SafePlace, Room at the Inn and Third Street Commons provide emergency shelter and

transitional housing in a trauma-informed setting. Unity Shelter provides fiscal and operational leadership/management for each of the programs (pages 6 and 8) Website: <https://www.unityshelter.org/home.html>

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## **Memorandum of Understanding**

### **Coordinated Homeless Response System**

This Memorandum of Understanding (MOU) is entered into by The CITY OF CORVALLIS, a municipal corporation of the State of Oregon, hereinafter referred to as City, and BENTON COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as County, and Community Services Consortium, an intergovernmental entity, serving Linn, Benton, Lincoln counties and hereinafter referred to as CSC, jointly referred to as “Parties” or individually referred to as a “Party”.

#### **I. Introduction**

Like communities throughout Oregon and the United States, homelessness in Benton County has escalated in recent years and demands a comprehensive, coordinated response from the county, cities, and diverse community partners, leaders, and persons experiencing homelessness. BENTON COUNTY and the CITY OF CORVALLIS demonstrate a clear vision to coordinate their efforts on homelessness by bringing together existing providers, other partners, and community members to elevate and strengthen existing work through the establishment of a Coordinated Homeless Response System.

The County has signed a grant (“Grant”) agreement with the State of Oregon awarding the County one-time funding to establish a coordinated homeless response system to operationalize and strengthen the communities’ homeless response efforts. The Grant agreement is entered pursuant to the terms of HB 4123.

#### **II. Purpose**

The purpose of this MOU is to establish an effective framework for collaboration among the Parties for the development of Benton County’s Coordinated Homeless Response System (“System”), pursuant to Oregon House Bill 4123 (2022).

#### **III. Definitions**

- i. **Coordinated Homeless Response Office (“Coordinated Office”)**: Coordinated homeless response office with a centralized point of contact as required by HB 4123 Section 1. (1)(a) & (e).
- ii. **HOPE Executive Committee**: Executive Committee with representation from the governing body of each Party, for the purposes of providing general guidance to the Coordinated Office and serve as a liaison to the Parties pursuant to HB 4123 Section 1. (1)(b), requiring an advisory board.
- iii. **HOPE Advisory Board**: Advisory Board responsible for stakeholder coordination and partnership development and serve as liaison between the community and the Executive Committee and the Coordinated Office, pursuant to HB 4123 Section 1. (5) (a-o), requiring local and regional System coordination and partnership development.
- iv. **Strategic Plan**: 5-year strategic plan that will identify and set goals for addressing:

- a. Funding to support the ongoing operations of the coordinated homeless response system.
- b. Increasing or streamlining resources and services to people at risk of or experiencing homelessness within the Parties' jurisdictions.
- c. Incorporating national best practices for ending homelessness.
- d. Eliminating racial disparities within homeless services within the service area.
- e. Creating pathways to permanent and supportive housing that is affordable to local populations experiencing or at risk of homelessness.

NOW, THEREFORE, the Parties, on the terms and conditions set forth herein, and consideration of which the existence and sufficiency is mutually acknowledged, agree to the following;

**IV. Obligations of the parties**

- i. The County will:
  - a. Serve as the fiscal agent responsible for administration and distribution of Grant funds in compliance with the Grant agreement.
  - b. Operate the Coordinated Office in cooperation with Parties.
  - c. Convene Parties and facilitate work for implementing HB 4123.
  - d. Provide staff liaison support to the HOPE Advisory Board and Executive Committee.
  - e. Select two individuals to serve as voting members on the HOPE Executive Committee. One member should be a Commissioner of the Board of Commissioners and one member should be the County Administrator or their designee. The County will solely determine how and when its members are selected and replaced over time.
- ii. The City will:
  - a. Assign City staff representatives to attend and participate in applicable HB 4123 implementation meetings.
  - b. City staff will provide updates to their respective elected bodies.
  - c. Select two individuals to serve as voting members on the HOPE Executive Committee. One member should be the Mayor, or a City Councilor and one member should be the City Manager or their designee. The City will solely determine how and when its members are selected and replaced over time.
- iii. The CSC will:
  - a. Assign agency staff to attend and participate in applicable HB 4123 implementation meetings.
  - b. Serve as liaison between Parties and the Continuum of Care.
  - c. Select one individual to serve as a voting member on the HOPE Executive Committee and Advisory Board. The member should be the Executive Director or their designee.

CSC will solely determine how and when its members are selected and replaced over time.

## V. Agreement

- i. This MOU shall become effective when signed by all Parties hereto and will continue until terminated by the parties.
- ii. The Parties agree to:
  - a. Operate under the general policy guidance of the City Manager(s), County Administrator, and their respective elected bodies.
  - b. Cooperate in good faith to ensure that the requirements as specified in HB 4123 are met, at minimum to include,
    - i. Development of the Coordinated Office and ongoing participation in it. ii. Participation in the HOPE Executive Committee pursuant to the HOPE Executive Committee and Advisory Board Bylaws.
  - iii. Development of a “Strategic Plan” that includes goals for addressing.
    1. Funding to support the ongoing operations of the Office.
    2. Leveraging resources and services to people at risk of or experiencing homelessness.
    3. Incorporating national best practices for ending homelessness.
    4. Creating pathways to permanent and supportive housing that is affordable to local populations experiencing or at risk of homelessness.
  - iv. Development of Party obligations to support the HOPE Executive Committee, Advisory Board, and the Coordinated Office and ongoing support of those Party obligations.

## VI. General Terms of MOU

- a. Non-Binding Agreement This document is not intended to create legal relations or to constitute a legally binding contractual agreement between or among the Parties. Nothing in this MOU is intended to impose any legal relationships, rights, duties, sanctions, or liability on any Party, or to be the subject of litigation.
- b. Governing Provisions The parties acknowledge that the undertakings of any Party, or designee, under this MOU will be subject to the laws, rules, and internal administrative and personnel policies governing the conduct of the party.
- c. Joint Undertakings The parties agree to undertake the activities and to fulfill the responsibilities as described in this MOU in good faith and in a professional manner, to the extent possible given prevailing operating environments. Performance under this MOU is subject to availability to the Parties of funds and human resources.

**VII. Declaration**

The Parties, by the signature below of their authorized representative, hereby acknowledge they have read this non-binding MOU, attest they understand it, and declare their intention to work collaboratively together to the best of their ability.

**IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same.**

**BENTON COUNTY**

Pat Malone 11/13/2023  
Pat Malone, Chair Date

Nancy Wyse 11/13/2023  
Nancy Wyse, Commissioner Date

Xanthippe Angerot 11/13/2023  
Xanthippe Angerot, Commissioner Date

Reviewed as to Form:

Vanda M. Wony 11/13/2023  
County Counsel Date

**CITY OF CORVALLIS**

DocuSigned by:  
Mark Shepard 11/29/2023  
Mark Shepard, City Manager Date

Review to as to Form

DocuSigned by:  
[Signature] 11/29/2023  
City Attorney Date

**COMMUNITY SERVICES CONSORTIUM**

DocuSigned by:  
Peggy McGuire 01/05/2024  
Peggy McGuire, Executive Director Date



## **Memorandum of Understanding Coordinated Homeless Response System**

This Memorandum of Understanding (MOU) is entered into by The CITY OF PHILOMATH, a municipal corporation of the State of Oregon, hereinafter referred to as City, and BENTON COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as County, and Community Services Consortium, an intergovernmental entity, serving Linn, Benton, Lincoln counties and hereinafter referred to as CSC, jointly referred to as “Parties” or individually referred to as a “Party”.

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  - a. Funding to support the ongoing operations of the coordinated homeless response system.
  - b. Increasing or streamlining resources and services to people at risk of or experiencing homelessness within the Parties’ jurisdictions.

- c. Incorporating national best practices for ending homelessness.
- d. Eliminating racial disparities within homeless services within the service area.
- e. Creating pathways to permanent and supportive housing that is affordable to local populations experiencing or at risk of homelessness.

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- b. Cooperate in good faith to ensure that the requirements as specified in HB 4123 are met, at minimum to include,
  - i. Development of the Coordinated Office and ongoing participation in it.
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The Parties, by the signature below of their authorized representative, hereby acknowledge they have read this non-binding MOU, attest they understand it, and declare their intention to work collaboratively together to the best of their ability.

**IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same.**

**BENTON COUNTY**



Pat Malone, Chair

11/13/2023

Date



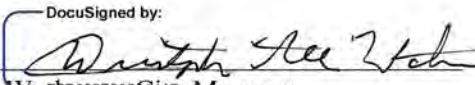
  
\_\_\_\_\_  
Nancy Wyse, Commissioner 11/13/2023  
Date

  
\_\_\_\_\_  
Xanthippe Augerot, Commissioner 11/13/2023  
Date

Reviewed as to Form

  
\_\_\_\_\_  
County Counsel 11/13/2023  
Date

**CITY OF PHILOMATH**

DocuSigned by:  
  
\_\_\_\_\_  
Chris Workman, City Manager 11/28/2023  
Date

Review to as to Form

DocuSigned by:  
  
\_\_\_\_\_  
City Attorney 11/14/2023  
Date

**COMMUNITY SERVICES CONSORTIUM**

DocuSigned by:  
  
\_\_\_\_\_  
Pegge McGuire, Executive Director 11/29/2023  
Date

**Enrolled**  
**House Bill 4123**

Sponsored by Representatives KROPF, WILLIAMS, Senator PATTERSON, Representatives EVANS, GOMBERG, HOY, SMITH G, ZIKA, Senators ANDERSON, ARMITAGE, GELSER BLOUIN, HANSELL, KNOPP, THOMSEN; Representatives ALONSO LEON, CAMPOS, DEXTER, FAHEY, GRAYBER, HIEB, LEVY, MARSH, MOORE-GREEN, NOBLE, NOSSE, REYNOLDS, SOSA, WEBER (Pre-session filed.)

CHAPTER .....

AN ACT

Relating to coordinated homeless response systems; and declaring an emergency.

Whereas the lack of available housing, high rents and high home prices are driving rapid increases in housing instability and homelessness in Oregon; and

Whereas Oregon has experienced a significant increase in the number of people experiencing homelessness and unsheltered homelessness; and

Whereas funding, resources and services to address homelessness in Oregon are not scaled to meet this need; and

Whereas the lack of housing affordability and availability in Oregon cannot be addressed without cross-jurisdictional collaboration; and

Whereas communities require coordinated leadership and governance to identify local needs and centralize communication, policy and services to end homelessness; now, therefore,

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1. (1) The Oregon Department of Administrative Services shall provide grants to local governments and nonprofit corporations that agree to, within 90 days of receipt of grant funding, enter into an agreement among the member governments and nonprofit corporations, if any, to create a coordinated homeless response system that consists of, at a minimum:**

- (a) The establishment of a coordinated homeless response office;**
  - (b) An advisory board with representation from the governing body of each member government;**
  - (c) Specific roles of each member to support the advisory board and office;**
  - (d) Plans for coordination with any local continuum of care receiving funding under 24 C.F.R. part 578; and**
  - (e) The establishment of a centralized point of contact for the office.**
- (2) Grants provided under this section shall be used by the coordinated homeless response system to:**
- (a) Hire necessary staff for the office;**
  - (b) Support coordinated communications and public engagement;**
  - (c) Support community outreach and policy development, including stipends for people with current or recent lived experience of homelessness;**

(d) Acquire technical assistance and capacity building, including contracting with consultants; and

(e) Pay for other expenses reasonably necessary to meet the requirements under this section.

(3) Within one year of receiving a grant under this section, a coordinated homeless response system, through the advisory board or each member government to the agreement, shall adopt a five-year strategic plan that will identify and set goals for addressing:

(a) Funding to support the ongoing operations of the coordinated homeless response system;

(b) Increasing or streamlining resources and services to people at risk of or experiencing homelessness within the participating cities and counties;

(c) Incorporating national best practices for ending homelessness;

(d) Eliminating racial disparities within homeless services within the service area; and

(e) Creating pathways to permanent and supportive housing that is affordable to local populations experiencing or at risk of homelessness.

(4) No later than November 15, 2023, and September 15, 2024, each coordinated homeless response system shall provide a report to the Housing and Community Services Department, Oregon Housing Stability Council and one or more appropriate interim committees of the Legislative Assembly in the manner provided in ORS 192.245 on:

(a) The goals adopted in the five-year strategic plan and the progress made in implementing the plan;

(b) Other changes in homelessness services, ordinances of member governments relating to homelessness and partnerships or programs established that are specifically related to member government actions arising out of the agreement; and

(c) Identified challenges and opportunities relating to:

(A) Regional coordination of homelessness services and planning;

(B) Needs for technical assistance regarding program development or other programs from the Housing and Community Services Department; and

(C) Addressing racial disparities through partnerships with culturally specific and responsive organizations serving populations overrepresented in experiencing homelessness, including Black, Indigenous, People of Color, federally recognized tribes and tribal members and outreach and engagement with these populations.

(5) In performing tasks under this section, a coordinated homeless response system shall coordinate with and develop partnerships with local and regional stakeholders, including, but not limited to:

(a) Advocates for people experiencing homelessness and for people with lived experience of homelessness;

(b) Community action agencies;

(c) Housing authorities;

(d) Affordable housing providers;

(e) Behavioral health providers;

(f) Law enforcement;

(g) Educational agency liaisons for homeless children as described in 42 U.S.C. 11432;

(h) Local Department of Human Services offices;

(i) Courts;

(j) Legal aid;

(k) Coordinated care organizations, as described in ORS 414.572;

(L) Emergency shelter providers;

(m) Homeless service providers;

(n) Organizations serving and advocating for veterans, homeless youth, youth exiting the foster care system, individuals exiting the criminal justice system, people with disabilities and aging adults, health care systems, domestic violence and sexual assault survivors,

members of lesbian, gay, bisexual, transgender, queer or questioning (LGBTQ) communities, people experiencing behavioral health and substance use disorders, faith communities and business communities; and

(o) The Housing and Community Services Department.

(6) In performing its duties under this section, a coordinated homeless response system shall coordinate with law enforcement, service providers and governing bodies to implement safe and humane processes to maintain public and environmental health and safety, balancing important individual and community rights.

(7) A coordinated homeless response system may use grant funds in excess of those funds needed by the system to accomplish the requirements of the system under subsections (1) to (6) of this section to support the delivery of homeless services and shelter consistent with the five-year strategic plan, including through contracts with service providers.

**SECTION 2.** Section 1 of this 2022 Act is repealed on January 2, 2025.

**SECTION 3.** In addition to and not in lieu of any other appropriation, there is appropriated to the Oregon Department of Administrative Services, for the biennium ending June 30, 2023, out of the General Fund, to provide grants under section 1 of this 2022 Act for a coordinated homeless response system:

(1) \$1,000,000 to Benton County for a response system consisting of Benton County, the City of Corvallis and any other parties to the agreement forming the response system.

(2) \$1,000,000 to Coos County for a response system consisting of Coos County, the City of Coos Bay, the City of North Bend and any other parties to the agreement forming the response system.

(3) \$1,000,000 to Deschutes County for a response system consisting of Deschutes County, the City of Bend, the City of La Pine, the City of Redmond and the City of Sisters.

(4) \$1,000,000 to Lincoln County for a response system consisting of Lincoln County, the City of Lincoln City, the City of Newport, the City of Toledo and any other parties to the agreement forming the response system.

(5) \$1,000,000 to the Mid-Columbia Community Action Council for a response system consisting of the Mid-Columbia Community Action Council, Hood River County, Sherman County, Wasco County, the City of The Dalles, the City of Hood River and any other parties to the agreement forming the response system.

(6) \$1,000,000 to Polk County for a response system consisting of Polk County, the City of Dallas, the City of Falls City, the City of Independence, the City of Monmouth, the City of Willamina, the Confederated Tribes of the Grand Ronde, Mid-Willamette Valley Community Action Agency and any other parties to the agreement forming the response system.

(7) \$1,000,000 to Tillamook County for a response system consisting of Tillamook County, the City of Tillamook, Bay City, the City of Garibaldi, the City of Rockaway Beach, the City of Wheeler, the City of Manzanita, Tillamook County Community Action Resources Enterprises, Inc. and any other parties to the agreement forming the response system.

(8) \$1,000,000 to Umatilla County for a response system consisting of Umatilla County, the City of Umatilla, the City of Stanfield, the City of Echo, the City of Hermiston and any other parties to the agreement forming the response system.

**SECTION 4.** This 2022 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2022 Act takes effect on its passage.

**Passed by House March 2, 2022**

.....  
Timothy G. Sekerak, Chief Clerk of House

.....  
Dan Rayfield, Speaker of House

**Passed by Senate March 3, 2022**

.....  
Peter Courtney, President of Senate

**Received by Governor:**

.....M.,....., 2022

**Approved:**

.....M.,....., 2022

.....  
Kate Brown, Governor

**Filed in Office of Secretary of State:**

.....M.,....., 2022

.....  
Shemia Fagan, Secretary of State

### **HOPE Advisory Board Policy Recommendations from Spring 2021**

**Vision:** everyone in Benton County should have the opportunity to live in decent, safe, and affordable housing.

**Values:** all of these policy recommendations to the City of Corvallis and Benton County support the HOPE Board's overarching goal to transition people out of homelessness. These recommendations are grounded in a data-driven approach, are supported by research on successful systems, reflect gaps in our system of housing and services, are informed by community feedback that includes clients experiencing homelessness, and prioritize our vulnerable populations, community safety for all, and racial and ethnic justice.

**Background:** In summer of 2020, the HOPE Board conducted a [gap analysis](#) of all available services in Corvallis and greater Benton County. The Board collected all available [data](#) from homeless service providers and social service providers working to prevent homelessness to understand where we have safety concerns, racial and ethnic inequalities, and vulnerable populations. Finally, the Board researched successful [systems](#) of housing and supportive services to transition people out of homelessness. In Fall 2020, the Board prioritized [four main topic areas](#) based on this data-driven, systems-level approach with a focus on equity:

- 1) Align and coordinate existing services with a focus on improving data collection and collaboration for individuals experiencing homelessness or in behavioral health crisis;
- 2) Establish a sheltering system for all populations that is accessible 24/7/365 days per year, as well as a Resource Center to support coordinated entry into publicly funded assistance programs;
- 3) Expand transitional options for housing with a focus on notice, communication, and engagement with neighborhoods and the larger community; and
- 4) Increase permanent supportive housing to provide stable housing for our chronically homeless community members.

**Community Engagement:** in November and December 2020, the Board engaged the community throughout Benton County to receive feedback on these four priority topics. The [public feedback](#) directly shaped these draft policy recommendations to incorporate community sentiments on these topics. Public engagement included online surveys, multiple virtual meetings specifically dedicated to HOPE feedback, Board attendance at various community meetings to include different sectors and perspectives, and in-person client surveying conducted by nine service providers in Benton County serving individuals in need or experiencing homelessness.

**In April 2021, the Board received community feedback on the final draft of policy recommendations.** Community feedback was provided via survey on the HOPE community engagement [website](#) in April 2021 and at a virtual public forum on Tuesday April 13<sup>th</sup> from 4-6pm. Homeless service providers at four different locations supported in-person focus groups with clients experiencing homelessness to provide their perspective on these draft recommendations.

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## Overview of Public Feedback and Edits to Draft Recommendations in Spring 2021

The Board did not conduct community engagement in April 2021 on the first three recommendations focused on capacity to implement the twelve policy recommendations. We have reorganized to highlight these three organizational, funding, and state-level components at the beginning.

- A. Organizational capacity is essential to facilitate and further develop these recommendations in partnership with community-based organizations. Organizational capacity also needs to be built within social service organizations to manage and provide the services over the long term.
- B. Funding recommendations
- C. Legislative Advocacy for statewide leadership and funding

\*Messaging on these first three critical components for implementation (A, B, C) is key based on the public feedback.\*

### **Original Policy Recommendations – summary of public feedback and April 2021 edits**

1. Facilitate and coordinate data improvement efforts with community partners.
  - a. Public feedback: the most supported recommendation.
  - b. Changes made: none.
2. Work with providers to create metrics to measure program success.
  - a. Public feedback: well-supported, no changes needed.
  - b. Changes made: none.
3. Adopt the Hub Model of care coordination as a framework for doing business that coordinates existing partners to provide the best possible service to individuals.
  - a. Public feedback: the term “Hub Model” is not well understood, more explanation is needed of this model. Clients and service providers would like the flexibility for individuals to be able to attend a meeting like this if they want to and can. A pre-meeting between clients and their case manager before the main meeting can gauge the person’s desired outcomes and needs.
  - b. Changes made: describing the meeting and its purpose instead of using the term “hub” since it has confused clients and the general community. Adding flexibility to allow for the client to attend if they would like to be present.
4. Paid, full-time staff are needed as case managers to support people transitioning out of homelessness. Case managers should have commensurate experience and background that reflects the people they are serving from a cultural perspective and based on lived-experience.
  - a. Public feedback: clarify the city/county role and the need for case managers all over the county.
  - b. Changes made: wording edited to clarify the city/county role and the need for more case managers in Corvallis and throughout the county.
5. Pursue the feasibility and implementation of a crisis response team.



- a. Public feedback: resounding support for the concept. Lots of support for a non-law enforcement response and lots of support for a co-response with mental health and law enforcement together. Lots of questions about the data on this need.
  - b. Changes made: add a data collection recommendation to understand the magnitude of the need for crisis response and potential cost savings from this model. Add a co-response recommendation based on public feedback.
6. Benton County needs a 24/7/365 Emergency Sheltering System for all populations with onsite resources at any shelter location to transition people out of homelessness.
  - a. Public feedback: many worries about attracting people here/being a magnet for services, location(s) that don't negatively impact businesses, neighborhoods, and parks, having a requirement to work on transitioning/self-sufficiency/responsibility once stabilized. The urgency of a place for tent and car campers to go – from the client and community-wide perspectives. If folks can stay here 24/7 while they work on transitioning, let's call this a shelter system instead of an emergency shelter.
  - b. Changes made: terminology updated to remove "emergency" from the Sheltering System title since individuals will be assigned that bed space for a period of time while they work with a case manager (they do not have to leave during the day like the historical emergency shelter locations). Major addition: a recommendation about the most urgent need being a place to move tent and vehicle campers where it is not illegal so they can stabilize and work on transitioning out of homelessness.
7. Facilitate and support the creation of a Resource Center.
  - a. Public feedback: lots of confusion about whether or not this already exists. Lots of fear about tax increases to fund it. Sentiment about attracting people here and only wanting to help people "from here." Need to stress the statewide advocacy for funding for all counties to provide services.
  - b. Changes made: updated description to address transit needs and working toward self-sufficiency.
8. Establish referral pathways to transitional and permanent housing resources for serious criminal offenders (sex offenders, felony convictions, etc.).
  - a. Public feedback: people misinterpreted this wording to think that the Board wanted a pipeline of ex-convicts to find housing here.
  - b. Changes made: edited wording to mention criminal history AND other history that makes it difficult to secure housing. More investigation needed to understand the magnitude of the need and explore solutions.
9. Routine communication, notice, and community involvement need to happen on the topic of homelessness services.
  - a. Public feedback: community would like a way to give feedback directly to city and county instead of only to service providers. They would like accountability in funding decisions based on community feedback.
  - b. Changes made: added in a recommendation to create a mechanism for public feedback directly to city and county about funding for social service providers.
10. Increase development or acquisition of affordable housing units for permanent supportive housing (PSH) by 20 new units per year for the next eight years to add at a minimum 160 new units of PSH in Benton County. "New" can be new construction or conversion of existing units to

PSH units. PSH is necessary for a small portion of our unhoused community who need permanent support to remain stably housed.

- a. Public feedback: worries about increased utility, water, and property tax bills.
  - b. Changes made: updated terminology to indicate new funding sources from grant opportunities that already exist but that the county has not had the staffing capacity to apply for, disburse, oversee, and manage.
11. Increase available rental/income assistance options.
  - a. Public feedback: lots of general support. Some worries about increased utility, water, and property tax bills. The need for overall messaging about how rental support/vouchers are funded is important.
  - b. Changes made: none.
12. Increase supportive services and stable funding streams to provide services to residents at more affordable housing locations.
  - a. Public feedback: some worries about increased utility, water, and property tax bills. The need for overall messaging about how these services are funded is important.
  - b. Changes made: none.

## Recommendations to Implement Policies

The following three recommendations (A, B, C) apply to recommendations 1-12. The Board did not do community engagement on the first three recommendations to implement the policy recommendations.

- A. Organizational capacity is needed to work on and implement these recommendations, and organizational capacity needs to be built within social service organizations to manage and provide the services.
1. **Organizational capacity to implement these recommendations means prioritizing homelessness and pro-active housing solutions within existing city and county departments and increasing capacity with additional staff to work on, coordinate, and implement these recommendations on homelessness** (whether that capacity is built internally or contracted out). No new solutions can be successfully implemented without new staff whose job it is to work on the topic of homelessness. The following functions are needed to implement these recommendations: project management, coordination and outreach, land use planning, and grants management (grant writing, contracting, grant administration, oversight, reporting).
    - i. Specifically, a team is needed to research and pursue sites for sheltering, permanent supportive housing, and service locations. The type of work that DLR has done for the Criminal Justice Systems Improvement Project is needed to research sites, zoning, and other parameters to provide site-specific options for city/county leadership and service providers to make informed choices about where to locate the different components of a sheltering system, resource center, transitional living options, and permanent supportive housing.
    - ii. Coordination capacity is needed to routinely convene city and county staff (and community based organizations) who all interact with individuals who are experiencing homelessness: parks, public works, health department, community development department, fire, and police. For example, health department staff give out tents and supplies that are being thrown away by parks staff.
    - iii. This increased capacity to manage homeless issues by the City and County also includes directing departments to prioritize coordination internally on the topic of homelessness by making homeless response part of their annual work plan.
    - iv. Regional outreach and coordination with adjacent cities and counties is needed to provide communication, collaboration, and regional approaches to addressing homelessness.
  2. **Invest in building organizational capacity at organizations that can manage all components of these recommendations** and work to support and successfully transition people out of homelessness. Invest in building organizational capacity by supporting and collaborating with groups that have demonstrated efforts to provide services in Benton County. If no local organizations wish to build and grow organizational capacity, recruit an organization to Benton County who can provide these services.
    - i. Other suggestions: expand the capacity of organizations that successfully are stabilizing people by adding microshelters at their locations. For example, Community Outreach Inc.

(COI), Corvallis Housing First (CHF), and Unity Shelter have successful models of housing case management to transition people out of homelessness. Increase their capacity with funding for positions and microshelters at available locations.

- ii. Capacity must be built for organizations to serve Benton County residents outside of Corvallis.

## B. Funding recommendations

Explore state, federal, and private funding to expand organizational capacity to work on these topics and to fund the implementation and permanent provision of all these recommended services. In partnership with providers, assess current funding streams to ensure funding is not being taken away from existing services but that additional funding is pursued. Allocate resources to organizations that work toward implementing these policy recommendations. Prioritize resource allocation based on community feedback.

1. Grant writing capacity at the city/county is needed to access additional funds that are available but are not being applied for.
2. County pursue additional funds from Community Development Block Grant in county areas and in partnership with municipalities who have not explored this funding option.
3. County explore SAMHSA funding for transitional housing for individuals with a behavioral health diagnosis who do not fall into the SPMI population, new Transient Lodging Tax funding, and private foundations such as Meyer Memorial Trust, Oregon Community Foundation, McKenzie River Gathering, and Benton Community Foundation. If the state-controlled Medicaid 1115 waiver allows funding for housing case managers, county pursue additional capacity for housing case managers.
4. County explore cost/benefit of adopting a Construction Excise Tax. Local jurisdictions can levy a tax of up to 1 percent of the permit value on residential construction, and levy a tax with no cap on the permit value of commercial and industrial construction. For instance, the City of Corvallis levies a tax of 1% on residential construction and 1.5% on commercial and industrial construction. State law governs how the revenue can be used. Some is restricted for uses such as developing affordable housing and providing down payment assistance, and some is unrestricted.
5. Allocate local and state resources to programs that work to implement these recommendations.
6. Prioritize investment based on public feedback and cost effective allocations of limited public resources. The community supports the following options (beyond just normal brick-and-mortar housing) in the following descending order:
  - i. Microshelters
  - ii. Emergency shelter
  - iii. RV/car camping
  - iv. Tent camping.

### C. Legislative Advocacy

1. County and City elected officials must continue to advocate for statewide leadership on local requirements for shelter beds in each county with accompanying state funding to support those required beds. This state requirement and funding is needed to address worries about migration of people to areas with services from other areas.
2. State and federal funding for all of these topics must continue to be advocated for by city and county elected officials and by the League of Cities and Association of Counties once these recommendations are adopted.
3. City and County explore partnership with OSU and counterparts in Lane County (Lane, Eugene, Springfield, and University of Oregon) to lobby for a state law allowing local tax revenue from Pac-12 events and on-campus sales to address the affordable housing impacts from the university population. The tax revenue would be split between the universities and the local municipalities to fund subsidized housing for low-income students and affordable housing for the surrounding community.

## Policy Recommendations to the City of Corvallis and Benton County Spring 2021

### 1. Facilitate and coordinate data improvement efforts with community partners.

**Description:** Work with providers to improve data collection/tracking and to reduce duplicative data entry and data management. Data collection efforts will include a human services coalition model that is a statewide model: service providers come together to say what their priorities are and how they would implement them. Implementation is recommended immediately and could be accomplished with an existing staff person.

**Background:** coordinated data collection and analysis of community-wide data support communities' efforts to end homelessness by understanding which individuals continue to cycle into homelessness and which providers and partners continue to interact with them. Best practices from a trauma-informed care perspective are to reduce the number of times an individual must recount their history and circumstances to access assistance.

### 2. Work with providers to create metrics for successful program goals.

**Description:** successful program metrics assist with tracking which services deploy successful interventions in transitioning people out of homelessness. Implementation can be immediate with existing staff person.

**Background:** success metrics will help funders understand the value of their funding decisions, help us communicate with the community, and allow us to continually adapt and refine services to achieve the desired transition from homelessness for as many people as possible.

3. Prioritize collaboration and coordination of providers and partners with routine meetings for improved care coordination facilitated by a full-time staff member.

**Description:** The HOPE Board recommends convening providers and partners at routine meetings to coordinate care for individuals with high and complex needs on a case-by-case basis. The purpose of this coordination is to bring together partners to improve the lives of individuals who are interacting with multiple systems. This model of care coordination has been referred to as “case conferencing,” Frequent Users Systems Engagement (FUSE), and also the Situation Table (previously referred to as the “Hub model” of care coordination). The Board researched these models to make an informed decision to recommend the Situation Table model.

**Implementation:** can be done immediately if an existing staff person is available, until an FTE can be budgeted for this role. The staff position to coordinate these meetings should be full-time and could be a health navigator, case manager, community health worker, or program coordinator. This same staff position is needed to do an assessment of funding streams: with input from city/county and providers, to assess all available funding streams coming into Benton County (including Corvallis) that fund this work to blend funding streams.

**Geographic service area suggestion:** the details and frequency can be decided by the participants, but based on public feedback we recommend having routine meetings for Corvallis-centric clients, South Benton clients, and Philomath/West Benton clients (and other geographic regions as needed).

**Background:** Hub spokes needed at the table should be diverse and culturally-versed: Benton County Health Department (BCHD), Corvallis Daytime Drop-in Center (CDDC), Unity Shelter, Community Outreach Inc. (COI), Unity Shelter, Corvallis Housing First (CHF), the Center Against Rape and Domestic Violence (CARDV), Samaritan, Inter-community Health Network-Coordinated Care Organization (IHN-CCO), Jackson Street Youth Services (JSYS) when needed, the state Department of Health Service (DHS), Tribal liaisons, case managers, Casa Latinos Unidos (CLU), Philomath Community Services (PCS), South Benton Food Pantry (SBFP), Job training/vocational rehab, law enforcement/first responders, crisis response team members, Street Outreach Response Team (SORT) members, social security/disability advocacy, faith-based community volunteers, Older Adult Behavioral Health Initiative to do system-level coordination, Oregon Cascades West Council of Governments (OCWCOG). Any other provider who can provide access to services for a person in need.

4. Collaborate with social service and health care partners to increase the number of paid, full-time case managers to support people transitioning out of homelessness.

**Description:** there is a need for more case managers with experience and backgrounds that reflects the people they are serving from a cultural perspective and based on lived-experience.

- a. County: work with IHN-CCO and Samaritan on workforce capacity for housing case managers, peer support specialists, and social service providers to utilize funding from Medicaid and SAMHSA block grant resources.

- b. County: in addition to increased case managers in Corvallis, rural areas outside of Corvallis also need additional mobile/regional staff to support people’s housing needs and transition out of homelessness.
- c. City and county work with OSU, LBCC, and any other local educational institutions on expanding internship workforce capacity from student populations.

**Background:** case management is vital to support the transition out of homelessness. Not enough case managers are available in our community to support the need.

5. Pursue implementation of a crisis response team and collect data on the scope and scale of need for crisis response.

**Description:** HOPE recommends a non-police intervention for crisis situations due to homelessness and behavioral health issues. A co-response with behavioral health professionals and law enforcement is also needed depending on the situation. Coordination with street outreach and harm reduction is vital to ensure collaboration with overlapping populations.

**Background:** HOPE’s research, data, and community feedback fully support ongoing efforts to implement a Crisis Response Team to redirect calls from law enforcement and provide team partnerships with law enforcement when an officer is necessary. We recognize that ongoing efforts are occurring with the Criminal Justice Systems Improvement project and the Willamette Criminal Justice Council. We recommend continuing to pursue implementation in those existing forums with experts on the topic of crisis response.

6. Provide organizational capacity to facilitate and coordinate providers in establishing a 24/7/365 Sheltering System for all populations with onsite resources at shelter locations to transition people out of homelessness.

This organizational capacity is needed to determine possible sites for sheltering, the logistics of implementation, and the ongoing funding from sources that minimize the use of general fund dollars. (See the first recommendation A for details on the organizational capacity needed in the form of project coordination, project management, land use planning, and grant writing.)

**Description:** any shelter needs space for warming/cooling from the elements during the day. Individuals are assigned a bed space that is theirs 24/7 while they work with a case manager on transition. Emergency sheltering 24/7/365 with onsite resources is referred to as a “navigation center” in pending legislation (HB 2004 and HB 2006, 2021 Session).

- a. **We recommend the following six components of a sheltering system to address safety concerns for different populations:** congregate male, congregate female, non-congregate sheltering (like motel rooms or microshelters), managed tent camping, managed car/RV/trailer camping, and mobile service delivery to alternate locations. The team working to implement this sheltering system should look at available current and historic data to fine-tune the recommended estimates.
- b. **Initial Estimates of Need for Sheltering are as follows:**

1. **Women:** 40 congregate beds based on historical data from the women's shelter. This estimate includes the existing 20-25 beds at the women's shelter which may not be able to remain in its existing location and cannot operate 365 days/per year at that location given youth programming.
2. **Men:** 60 congregate beds based on historical data from the men's shelter. This estimate includes the capacity at the men's location which may not be able to remain in its existing location given flood plain concerns and space constraints.
3. **Non-congregate sheltering units** for people who cannot be in men/women dorms (non-binary and trans individuals, couples, people who cannot be in congregate settings due to medical fragility or behavioral health disorders, people with pets, and family units): 40 units based on HOPE survey data on trans and non-binary needs and feedback from providers regarding couples and individuals with a child. We recommend single-unit sheltering options, such as motel room style units and/or microshelters, to provide this non-congregate capacity. The microshelter design needs to be expanded to accommodate a double bed or bunk beds for couples and family units.
4. **RV/Trailer and car camping:** we do not have a good estimate of this need based on our current data system. At Pioneer Park, 30 applications (representing about 60 people) were submitted. At Pioneer Park, 15 RV spaces and 9 car spaces were occupied. All 11 spots at the Fairgrounds were full with 21 individuals camping in cars and RVs. Based on these locations alone, at least 40 RV and car camping spaces are needed.
5. **Managed Camping:** between 80-120 individuals are camping in close proximity to the hygiene center, on ODOT property, and in the skate park. These estimates may decrease with more available shelter beds. A site for managed tent and vehicle camping is the most urgent need based on feedback from folks experiencing homelessness, providers, and the broader community of business owners and other citizens.

**Recommended components of a Sheltering System:**

1. **Shelter Accessibility:**
  - a. Shelter is accessible 24/7/365.
  - b. Shelter is low barrier upon arrival to get individuals off the street. Options are available, but not required, for individual involvement to support the location while they work on transitioning, such as doing laundry, cleaning, or helping to provide food.
  - c. Necessary components at any emergency sheltering location: walking and biking access, public transportation access, and safety. Safety concerns for everyone involved need to be addressed. Security, lighting, fire code, and immediate access for emergency personnel must be considered.
2. **Shelter facilities and onsite services:** necessary services at any shelter location include showers, bathrooms, drinking water, food provided on-site (to minimize need to travel to multiple locations for food), laundry, wifi, lockers for items for those in congregate shelter, mail service, and office space for meeting with providers like a case manager, mental health and addiction support person, and someone who can help enroll people in assistance programs.



3. **Shelter is temporary** and is not a permanent housing solution. The duration of a person's stay will vary based on their needs, their progress with a case manager, and availability of an appropriate transitional or permanent option.
4. **A limited overflow area is needed** at any sheltering location for people who show up with a tent or car/RV. Tent and car/RV camping is time limited, and the individual must engage to transition to another option. RV sites must have gray and black water dump hookups for appropriate hygiene. The overflow area is under the supervision of the host organization.
5. **Hygiene and basic needs services accessible to any individuals**, even those not staying in the shelter system: an area for warming/cooling from the elements where someone can be 365 days/year who is experiencing homelessness to minimize the need to go to multiple locations throughout the day to stay warm or get cool. There must be hygiene facilities, wifi, lockers, and food services that are accessible to individuals to balance the negative impacts on our natural areas and waterways for those without access to basic hygiene.
6. **Definitions:**
  - a. **Managed Emergency Tent Camping:** a specific, designated area where emergency camping in tents is under the direct control of an organization with boundaries, amenities, and direct supervision. The organization provides tents and pallets to elevate the tents and is responsible for the condition of tents. The organization designates tent placement with consideration for emergency service accessibility. Campers have access to hygiene, water, trash, and resources. To transition people out of tent camping, emergency tent camping has time limits for every individual camper with evaluation of that person's progress towards securing transitional or permanent housing on a case-by-case basis. Case management to work on transitioning to stable housing must be provided for all persons. The tent camping is limited in number based on staffing capacity to provide case management. Allowing an area for managed emergency tent camping will address the safety and environmental health concerns of unmanaged camping and allow for enforcement of illegal tent camping elsewhere.
    1. Unmanaged tent camping is not supported by the public feedback due to concerns of fire, individual safety, community safety, litter, noise, and visibility. Having a designated area for managed and supported camping addresses these community concerns.
    2. We recognize there are individuals who will not engage in case management to transition out of homelessness. Appropriate interventions need to be available for those who cannot engage due to behavioral health conditions, such as crisis response and respite. Pretrial justice services and additional jail capacity are needed for those who break the law. (We recognize there are current efforts to improve crisis response, respite, and additional criminal justice services.)
  - b. **Managed emergency RV, trailer, and car camping area:** a specific, designated area where emergency camping in vehicles is under the direct control of an organization.

The organization designates vehicle placement with consideration for emergency service accessibility. Vehicle campers have access to hygiene, water, trash, and resources. RV sites must have gray and black water dump hookups for appropriate hygiene. Mobile service delivery capacity can make it possible to support distributed sites at multiple smaller locations throughout the county.

**Background:**

- a. **Challenges:** implementing this recommended emergency sheltering system will take time, resources, and political will. There are challenges with site identification, concentration of populations living in poverty, and the need for separation of some populations for safety.
- b. **Leadership:** there needs to be collaboration of leadership with providers and with the city and county supporting project management for project design and site planning to insure the following issues are addressed:
  1. Geographic locations and siting options.
  2. Adequate public transportation schedule to support client needs.
  3. Service providers must be included as leaders to determine adequate spacing between populations. Suggestions from providers include separate floors, separate buildings, and/or microshelter rows for different populations.
  4. Capacity is needed to research and explore available geographic areas in Corvallis, the urban growth boundary around Corvallis, and the county areas surrounding the urban growth boundary to find all possible locations for the different components for a sheltering system.

**Phased Implementation to bolster Emergency Sheltering System:** all of the components outlined for an emergency sheltering system will take staff capacity and time to be implemented. While the city and county work to build the organizational capacity and sustainable funding to support the long-term vision of implementing these components, the city and county must facilitate and support the enhancement of service capacity for these most urgent needs:

1. The men's shelter must be open 24/7/365 with additional service providers meeting with men onsite to transition them to transitional or permanent supportive housing.
2. The City of Corvallis and County, in partnership with IHN, Samaritan, and other service providers, should facilitate building the capacity for mobile service delivery to distributed microshelters, RV/trailer/car camping, and managed tent camping locations. This mobile service delivery can serve populations both within Corvallis urban growth boundary and the greater Benton County areas that have expressed the need for access to services.
3. The most urgent need voiced by clients and providers is a safe place to locate their tent or vehicle so they can stabilize, access services, secure a job, and transition out of homelessness. Basic needs of safety, sleep, food, and hygiene need to be met first before people can work on transitioning out of camping. This is also the most urgent need voiced by community members who are housed – addressing the unmanaged tent and vehicle camping throughout the community by having a place for managed camping in tents and vehicles so they do not continue to disperse and move from one street or natural area to another.

[End of Emergency Sheltering recommendation]

7. Facilitate and support the creation of a Resource Center.

**Description:** the Resource Center should have office space for providers from different organizations to meet with people, enroll them in programs, and work on improving their economic stability with sufficient means to meet their needs. The city and county should facilitate and support the collaboration between the providers to choose the best location options and determine who will occupy and manage this Resource Center. Must have public transit, walking, and biking access. A dedicated shuttle service from shelter locations around the community will support access beyond just public transit.

- i. Ideal location: capacity is needed to research and explore available geographic areas in Corvallis, the urban growth boundary around Corvallis, and the county areas surrounding the urban growth boundary (similar to the work DLR has done for criminal justice components sites). Best options would be co-located adjacent to or very near some sheltering. Second best is very short walking distance. Also possible would be a shuttle system from shelter locations to the resource center.

**Background:** supporting co-location of service providers from multiple organizations decreases the travel and number of different locations people must go to meet their needs. Having some shared space at one location does not mean that an organization entirely relocates their operation. It means that representatives from different organizations are co-located to coordinate care in one location. Most clients have to travel to multiple places (between 5-10 different geographic locations) to enroll in the numerous programs available to them. The Resource Center can have office space for service providers like Community Services Consortium (CSC), Council of Governments (COG), United Way, county health navigators to enroll people in OHP, housing case managers to work on transitioning people out of homelessness, assistance with vital records (drivers license, social security card, etc.), assistance with applying for and accessing disability and social security income, job assistance, veterans programs, space for representatives from the Center Against Rape and Domestic Violence (CARDV), Jackson Street Youth Services (JSYS), Community Outreach Inc. (COI), Casa Latinos Unidos, Tribal liaison, NAACP representative, Unity Shelter, Corvallis Housing First, Linn Benton Housing Authority, other housing entities, state entities like DHS, etc.

8. Explore and investigate the need and the barriers to accessing housing for individuals and their families in our community whose past history has impacted their ability to secure housing.

**Description:** people with past criminal histories, bad credit scores, and previous evictions continue to be disqualified from housing and remain unhoused. Housing assistance for people with conviction histories is lacking once they do not qualify for support from county Parole and Probation.

**Background:** individuals with difficult histories end up living in their cars or RVs throughout the community. These individuals and their families are already a part of our community. There is a lack of data on the need for referrals for this population, although it is a known need based on provider feedback. Explore and investigate this issue further.

9. Provide routine communication, notice, and opportunities for community involvement on the topic of homelessness services.

**Description:** this recommendation has three components for two-way communication and community involvement:

- a. Routine monthly email updates that people can sign up to receive. These updates should include news and reports about services, community-based organizations, decisions made on the topic of homelessness, how to get involved, etc. Regional updates are needed that include all of Benton County. Corresponding updates can be posted and archived on the HOPE website. Implementation should be immediate.
- b. Quarterly public forum to provide verbal updates, answer community questions about recent updates, provide dialogue, and have a community conversation beyond the 10 minute comment period at each HOPE meeting. Recommend a minimum two hours. Implementation should be immediate.
- c. A notice requirement to neighborhoods and businesses with opportunities for involvement for any new services or new transitional locations approved or funded by the city or county. The intent of this notice and involvement requirement is to provide ample time and opportunity for community engagement.
  1. Organizations funded by the city or county or approved to provide social services or transitional housing must provide routine opportunities for two-way communication and a mechanism to provide feedback for neighbors and nearby businesses. City/county establish a mechanism for community members to provide feedback on services and organizations directly to the city and county provider (via email, website, and postal option) instead of only to the service provider. City/county track community feedback for improved accountability and to make informed decisions about future funding allocations. Organizations will forward any neighborhood feedback to city and county funders to evaluate future funding decisions and encourage resolving issues with neighbors.
  2. Community-wide notice should also be provided in the routine monthly community-wide communication.

10. Increase development or acquisition of affordable housing units for permanent supportive housing (PSH) by 20 new units per year for the next eight years to add at a minimum 160 new units of PSH in Benton County.

**Description:** permanent supportive housing (PSH) is necessary for a small portion of our unhoused community who need permanent support to remain stably housed. "New" units can be new construction or conversion of existing units to PSH units. Increasing PSH will decrease the number of chronically homeless individuals in the community and result in cost savings. (<https://endhomelessness.org/wp-content/uploads/2017/06/Cost-Savings-from-PSH.pdf>)

- a. Develop a framework for awarding currently available grant funds that encourages, incentivizes, or requires, when possible, a certain percentage of PSH units in housing projects seeking affordable housing funding from the City of Corvallis.
  - 1. County pursue additional grant funding streams to increase PSH units in greater Benton County to implement this recommendation.
- b. Coordination with City and County Community Development (CD) Departments is necessary to support this work. CD Departments should actively facilitate and encourage local organizations' applications for grant funding and technical assistance from evidence-based approaches (for instance, state-level OHCS funding and technical assistance from The Corporation for Supportive Housing).
  - 1. County collaborate with other cities in the county to increase PSH units outside of Corvallis.
- c. City/county evaluate non-traditional zoning and code solutions to respond to the need for more permanent living options:
  - 1. Permanent tiny home villages.
    - a. Emerald Village in Eugene has 22 permanent tiny homes on 1.1 acres: <https://www.squareonevillages.org/emerald>
    - b. Peace village in development with 36 units on 1.7 acres: <https://www.squareonevillages.org/peace>
  - 2. Accessory dwelling units (ADU) should be made allowable and more easily achievable. (Corvallis already allows ADUs; county code changes are needed.)
  - 3. Motels converted to permanent living.

11. Increase available rental/income assistance options.

**Description:**

- a. Increasing the number of place-based section 8 assistance in Benton County is a priority. Linn Benton Housing Authority (LBHA) needs to include place-based assistance in their annual plan to accomplish this goal. Work with LBHA to increase projects in rural parts of Benton County in support of more affordable PSH projects like the newest one in Lebanon.
- b. City/county proactively pursue all sources of rent subsidies with community partners, including opportunities with the Veterans Administration, the state of Oregon, and rent subsidies. For example: establish a consistent resource to help people navigate the process to access social security and disability financial assistance. People with disabilities and elderly individuals are disproportionately represented in the homeless data. Programs like ASSIST and SOAR can be contracted with to expand the resources here to help people access disability and social security benefits.
- c. Engage with culturally specific and culturally responsive organizations to help connect communities of color to rental/income programs and ensure that program parameters are aligned with the needs of communities of color. Establish a consistent resource to coordinate with Tribal Housing Authorities to provide referrals and connect Native American individuals with Tribal resources, such as housing vouchers, assistance, and support services.

**Background:** place-based Section 8 assistance definition: the Section 8 program provides rent assistance to eligible households. The amount of the assistance varies with household income and is capped by HUD rules that define an area's "Fair Market Rent." The Section 8 Program can be delivered in two ways: as a voucher the recipient household uses to pay a portion of their rent, or as "placed-based" assistance in which the assistance is attached to a specific housing unit. The Section 8 voucher program involves being on a waiting list for years. Having to wait years for help doesn't work very well for people who are without housing now and have a disability that puts their health and well-being at risk. Place-based assistance works better than a voucher because an eligible person can move in as soon as there's a vacancy. For this reason, place-based Section 8 assistance is critically important to the development and provision of PSH.

12. Increase supportive services and stable funding streams to provide services to residents at more affordable housing locations.

**Description:**

- a. City and County facilitate and coordinate collaboration among community partner organizations to expand PSH units as part of their behavioral health responsibility. (Existing providers: DevNW, Commonwealth, Corvallis Housing First, county health staff.)
- b. County continue to facilitate increasing supportive services however possible by leveraging Medicaid funding for non-county staff to provide behavioral health support, case management, peer support, and counseling/medication assistance. Case management is the most critical component to prioritize.
  - i. County Alcohol and Drug resources can increase their in-the-field work to do diagnoses that will allow for more resources for case management following the 1115 waiver.
- c. County facilitate collaboration with Medicaid insurance (IHN-CCO) and Samaritan to support more behavioral health services onsite at more permanent supportive housing units.

## BOC Agenda Checklist Master

### Agenda Placement and Contacts

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**Suggested Agenda Date** 02/06/24

View [Agenda Tracker](#)

**Suggested Placement \*** BOC Tuesday Meeting

**Department \*** Board of Commissioners

**Contact Name \*** Darren Nichols

**Phone Extension \*** 5417666394

**Meeting Attendee Name \*** Darren Nichols; Bret Davis, Republic Services

### Agenda Item Details

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**Item Title \*** Republic Services' Presentation of Annual Reports for Coffin Butte Landfill and for Hauling Services

**Item Involves \*** Check all that apply

- Appointments
- Budget
- Contract/Agreement
- Discussion and Action
- Discussion Only
- Document Recording
- Employment
- Notice of Intent
- Order/Resolution
- Ordinance/Public Hearing 1st Reading
- Ordinance/Public Hearing 2nd Reading
- Proclamation
- Project/Committee Update
- Public Comment
- Special Report
- Other

**Estimated Time \*** 60-90 minutes

**Special Report Options \***

- Oral
- Written

**Board/Committee  
Involvement\***  Yes  
 No

**Advertisement\***  Yes  
 No



## Issues and Fiscal Impact

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### Item Issues and Description

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**Identified Salient Issues \***

Under the terms of a December 2020 Landfill Franchise Agreement, Republic Services "shall furnish to the Board [of County Commissioners] an Annual Report with respect to the environmental condition of the Landfill, covering air, water, Solid Waste Permits, pollution controls, and related issues as determined by both parties." [See 2020 Landfill Franchise Agreement, section 7(a)].

Under prior franchise agreements, Republic Services, the owner and operator of Coffin Butte Landfill and party to the 2020 Landfill Franchise Agreement, provided to the County an annual report each spring covering information from the prior calendar year. In the spring and summer of 2023, the Board asked the Benton County community and its advisory committees to focus on the work of a Board-appointed community driven workgroup known as Benton County Talks Trash.

Following that Board directive the landfill operator postponed submittal of the 2022 Annual Report. In late 2023, the Board of Commissioners requested that Republic Services present its Annual Reports for the Landfill Franchise and for a separate Collection Franchise to the Board prior to the Board's action on a proposed 2024 rate increase under a separate Collection Franchise Agreement.

The attached Annual Reports cover information for calendar year 2022. A separate Annual Report(s) covering information for 2023 will be presented by May 2024.

**Options \***

The Board may review the 2022 Annual Reports, ask questions of or share information with the franchisee, and/or request additional information consistent with the terms of the 2020 Landfill Franchise Agreement.

**Fiscal Impact \***

- Yes  
 No

## 2040 Thriving Communities Initiative

**Mandated Service?\***  Yes  
 No

### 2040 Thriving Communities Initiative

Describe how this agenda checklist advances the core values or focus areas of 2040, or supports a strategy of a departmental goal.

To review the initiative, visit the website [HERE](#).

**Mandated Service Description\*** If this agenda checklist describes a mandated service or other function, please describe here.  
 Under ORS 459, Benton County is authorized and required to fulfill certain requirements for as long as the County contains a regional solid waste disposal site within its jurisdiction. Under certain provisions in County Code, and under the terms of a 2020 Landfill Franchise Agreement, the Board and the landfill operator are required to complete specific tasks, including requirements for the landfill operator to furnish one or more Annual Reports to the Board of Commissioners.

### Values and Focus Areas

Check boxes that reflect each applicable value or focus area and explain how they will be advanced.

**Core Values\*** Select all that apply.

- Vibrant, Livable Communities
- Supportive People Resources
- High Quality Environment and Access
- Diverse Economy that Fits
- Community Resilience
- Equity for Everyone
- Health in All Actions
- NA

**Explain Core Values Selections\*** Solid waste and disposal impact nearly every aspect of life in Benton County and the mid-Willamette Valley. Solid waste and disposal also impact nearly all of the County's and the community's core values.

**Focus Areas and Vision\*** Select all that apply.

- Community Safety
- Emergency Preparedness
- Outdoor Recreation
- Prosperous Economy
- Environment and Natural Resources
- Mobility and Transportation
- Housing and Growth
- Arts, Entertainment, Culture, and History
- Food and Agriculture
- Lifelong Learning and Education
- NA

**Explain Focus Areas and Vision Selection\*** Solid waste and disposal impact nearly every aspect of life in Benton County and the mid-Willamette Valley. Solid waste and disposal also impact nearly all of the County's and the community's core values, focus areas and vision.

## Recommendations and Motions

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### Item Recommendations and Motions

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**Staff Recommendations \*** Staff recommends the Board review and consider the information presented by the landfill operator (Republic Services) in its 2022 Annual Reports. The Board may also ask questions of the landfill operator and/or may request additional information.

**Meeting Motions \*** I move to ...  
The Board may, but is not required to, make any motions or take any action in response to the presentation of the Annual Reports.

### Staff Recommendation

Staff recommends the Board review and consider the information presented by the landfill operator (Republic Services) in its 2022 Annual Reports. The Board may also ask questions of the landfill operator and/or may request additional information.

### Meeting Motion

I move to ...

*The Board may, but is not required to, make any motions or take any action in response to the presentation of the Annual Reports.*

# Attachments, Comments, and Submission

## Item Comments and Attachments

**Attachments**

Upload any attachments to be included in the agenda, preferably as PDF files. If more than one attachment / exhibit, please indicate "1", "2", "3" or "A", "B", "C" on the documents.





Republic Services - Annual Reports - submitted via email 1.23.2024.msg	5.8MB
Benton County Annual Report_Hauling2022_ForSubmittal.pdf	3.11MB
Coffin Butte Annual Report 2022_ForSubmittal.pdf	2.47MB
2020 Valley Landfills_Landfill Franchise Agrmt 2020.pdf	1.97MB
Collection Franchise Renewal Agrmt #503172_Republic Services.pdf	1.38MB
BENTON COUNTY CODE Chapter 23 - Solid Waste Management.pdf	180.65KB

**Comments (optional)**

The Board's agenda packet for this item includes the following attachments:  
 - January 23, 2024 email from Republic Services transmitting two 2022 Annual Reports;  
 - Republic Services' 2022 Hauling Report;  
 - Republic Services' 2022 Coffin Butte Landfill Report;  
 - 2020 Landfill Franchise Agreement (for reference);  
 - 2022 Collection Franchise Renewal Agreement (for reference); and  
 - Benton County Code Chapter 23 - Solid Waste Management.  
 If you have any questions, please call ext.6800

**Department Approver**

RACHEL MCENENY

<p>1. Dept Approval</p> <p><b>Department Approval</b></p> <hr/> <p>Comments</p> <p>Signature </p>	<p>5.</p>
<p>2.</p> <p><b>Counsel Approval</b></p> <hr/> <p>Comments</p> <p>Signature </p>	
<p>3.</p> <p><b>County Administrator Approval</b></p> <hr/> <p>Comments</p> <p>Signature </p>	
<p>4.</p> <p><b>BOC Final Approval</b></p> <hr/> <p>Comments</p> <p>Signature </p>	

# COFFIN BUTTE LANDFILL

2022 ANNUAL REPORT  
FRANCHISE AGREEMENT

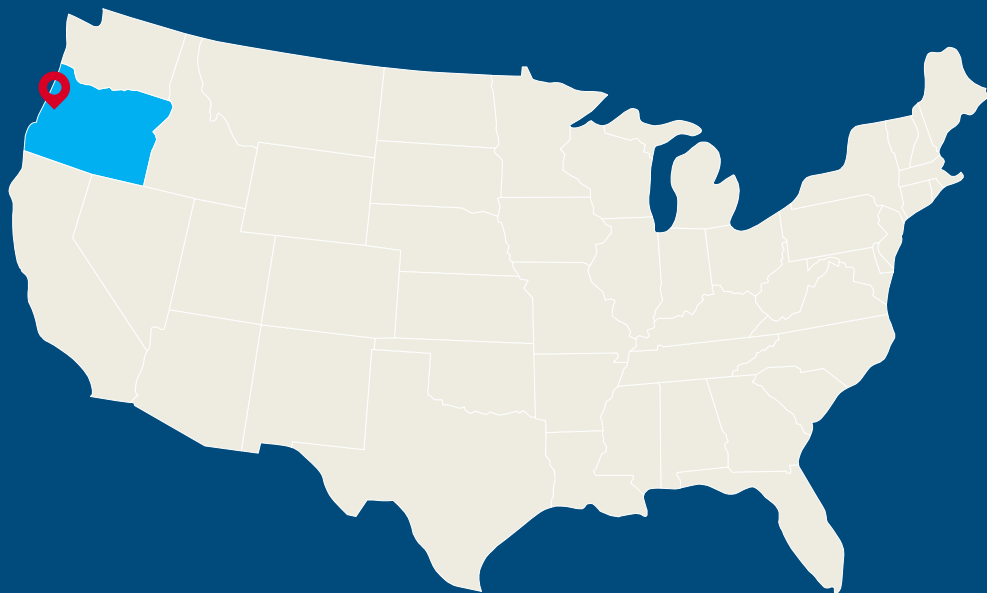


Sustainability in Action

# Coffin Butte Landfill and Pacific Region Compost Annual Report

Benton County

2022



Sustainability in Action

## Letter from Management

January 23, 2024

Commissioner Xan Augerot  
Commissioner Pat Malone  
Commissioner Nancy Wyse  
Benton County Staff

Dear Commissioners and Staff,

Republic Services is pleased to submit the Coffin Butte Landfill Annual Report for 2022. In this report, you will find operating, environmental compliance, and sustainability updates and information. While the report covers 2022, we have included forward-looking language to acknowledge both the spirit of the Benton County Talks Trash process and an assessment of current capacity and airspace.

We were proud to participate in that process and look forward to being an active participant in the upcoming SSMP process.

**While this report is being submitted later because of the BCTT's work, we anticipate** returning to our normal submittal cycle, with the 2023 report ready in May or June 2024.

Please feel free to contact me or Environmental Manager Ian Macnab for more information.

Best Regards,  
Bret Davis

General Manager  
Republic Services



## Sustainability in Action

# Executive Summary

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Republic Services is pleased to submit this annual report, summarizing our annual operations for the 2022 calendar year at Coffin Butte Landfill and the Pacific Region Compost facility.

As you know, we typically submit this report in early summer, meaning this report would normally have been presented to you in mid-2023. However, this 2022 operational overview was delayed due to the Benton County Talks Trash process, which began in September 2022 and concluded in April 2023.

It was our pleasure to participate in the community-based **"one table" BCTT exercise, which we believe fostered greater understanding and cooperation among stakeholders, while also opening new lines of communication between interested parties.**

Going forward, it is our intention to revert to our early summer submittal for this report, which means we anticipate providing you with the 2023 operational summary in May or June.

As always, we are ready to answer questions from, and engage with, the community.

In our 2021 annual report, we estimated that Coffin Butte Landfill had between 18.4 and 21.4 years of capacity (life) remaining, depending on density. In this report, we projected 14.6 years remaining, or a capacity of 16,008,557 at the end of 2022. Both reports assumed eventual use of **the area known as "the quarry."**

Our current estimates, based on airspace used over the last 13 months, is that Coffin Butte Landfill has 12 years of life remaining. Unfortunately, most of this space is in the quarry, which is still being excavated.

Throughout the BCTT process, we were transparent about our intent to file a new CUP application. Our originally proposed expansion, filed in May 2021, would have yielded an additional 12 years of life at the landfill, without having to utilize the quarry.

We still believe a CUP for an expansion is necessary -- despite the already ongoing excavation work in the quarry -- to ensure that we can provide Benton County and the surrounding communities with reliable, environmentally responsible and cost-**effective disposal options. That's simply because** these projects, which are subject to stringent environmental regulations, require significant planning and lead time.

We withdrew our previous CUP application in March 2022, and agreed to participate in the BCTT process. We have since expressed our interest in and our willingness to participate in the ongoing Solid Materials Management Plan process. We look forward to further dialogue as conversations progress.

As we look to the future, we plan to file a new CUP application that meets the needs of this growing and thriving community and reflects the spirit of BCTT findings and recommendations.

We are grateful for our more than 40 years of partnership with Benton County and stand ready to help you accomplish the environmental and sustainability goals set forth in your 2040 Thriving Communities Initiative.



## Our Promise

Sustainability in Action



## Our Vision

Partnering with customers to create a more sustainable world.

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# Landfill Capacity

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Coffin Butte Landfill has permitted airspace of 39,019,206 cubic yards (including what has already been consumed via waste disposal.) During 2022, the landfill accepted 1,066,752 tons of waste. Based on historical aerial fly-over data, the average effective density of the in-place waste at Coffin Butte Landfill is 1.0 tons/cy (2,008 lbs/cy – 2022 Operational Density.) Therefore, an estimated 1,066,752 cubic yards of airspace was used for the year. A total of 22,940,984 cubic yards had consumed as of December 31, 2022. That left a remaining capacity of 16,008,557 cubic yards of permitted air space.

What does that mean in terms of remaining life at Coffin Butte? At the end of 2021, we listed a range of 18.4 to 21.4 years, depending on density of waste disposal. In December 2022, we projected 14.6 years remaining. As of today, we project about 12 years of remaining life.

There are two important factors that we must point out here. First, more than 90 percent of the remaining lifespan at Coffin Butte is in the quarry, which is undergoing excavation, and thus, is not ready for waste disposal. Less than a year remains in the cell in which we are currently depositing waste.

Second, the estimated remaining capacity assumes that we continue to place waste at or just below the 1.1 million tonnage cap, as specified in our existing contract with the County. During the BCTT discussions, we acknowledged that in previous years, our forward-looking annual tonnage estimates were too conservative, and that the volume of deposited waste was higher than what we projected. So, we are using the more robust figure as we go forward.

As stated in the executive summary, it is our intent to file a new, revised CUP, in the very near future to ensure the community has reliable, cost-efficient disposal options for years to come.



# Landfill Infrastructure Enhancements

We continually invest in Coffin **Butte's** infrastructure to ensure we are providing best-in-class service and environmental stewardship to the County. The following pages summarize work completed through 2023.

## Gas Collection System

Coffin Butte **Landfill's** gas infrastructure is best-in-class. Since 2019, we have invested \$4.75 million to enhance the **landfill's** gas collection system, including installing 48 new vertical wells and 19,200 feet of horizontal gas collection piping. In addition, Coffin Butte invested an additional \$2.4 million in its gas collection infrastructure in 2023, adding 9 additional vertical wells and 3,500 feet of horizontal gas collection piping.

Further investments are planned in 2024.

Coffin **Butte's** gas collection infrastructure is 3x the industry standard and is critical to controlling emissions, as required by the EPA. Coffin Butte already meets or exceeds the tightened requirements that were set forth under President Joe **Biden's** U.S. Methane Emissions Reduction Plan.

For example, since 1995, Coffin Butte has captured methane gas to generate electricity for 4,000 area homes, via a partnership with PNGC Power. In addition, we operate the Pacific Region Compost facility, which processes more than 140,000 tons of organic material each year from Benton and surrounding counties

As a sustainability company, we share the **community's** concerns about methane emissions. In June 2022, the **EPA's** Region 10 office, based out of Seattle, conducted an inspection at Coffin Butte Landfill and noted 61 exceedances of methane emissions. The inspection coincided with a construction and gas collection enhancement project that involved trench digging. We believe this work impacted the overall efficiency of our system as we turned wells down, adjusted cover and dug through the waste disposal area.

It is our view that a known landfill system gas expansion project may have had an unanticipated negative impact on the readings. Valley Landfills, Inc., has since taken corrective action as recommended by the EPA, and no notices of violations were levied against the landfill. We continue to work in close partnerships with all our regulators at the local, state and federal level.

## By the numbers

**140K**

tons processed annually at the PRC.

**3x**

industry standard (number of gas wells per acre)

**\$7.1M**

invested in landfill gas collection system since 2019

# Infrastructure (continued)

## Cell Construction

In 2023, we completed construction on Cell 5E, which is located on the northern edge of the landfill, as noted in the aerial photo below. We are currently depositing waste in this 3.5-acre cell and expect it to be full by early 2025.



As we look to the future, we are excavating rock in the quarry so that we may construct a new cell there. This will be known as Cell 6A. However, as stated previously, approval of a new, revised CUP request – that reflects the spirit of the BCTT process – would allow us to expand elsewhere on the property and create additional airspace more efficiently, on land already permitted for waste disposal.

Such a move would ensure there are no disruptions in service in the future.

## Vegetative Screening

In 2022, we continued with our maintenance of the row of trees along the eastern perimeter of the landfill property. These trees, which were planted in 2016 will help screen the site from those traveling northbound and southbound along Highway 99. Screening and beautification of the site was a topic of **importance to many of the BCTT's voting members. Coffin Butte strives to be a good neighbor to the surrounding community and has heard those concerns. We are open to additional discussions about screening as part of a successful CUP application process.**

# Infrastructure (continued)

## Leachate Management

Each year we utilize an extensive network of geosynthetic covers to better capture the rain and reduce the impact it has on decomposing waste. These covers reduce the volume of leachate that is produced and then must be treated, which saves energy, reduces costs, and is better for the environment. In addition, the landfill has a robust groundwater monitoring system comprised of 35 wells, which are regularly checked to ensure peak performance and compliance with our regulatory permits.



Leachate collection, transport and treatment is regulated by DEQ under the Clean Water Act. Testing shows that the regulated contaminants in leachate generated by Coffin Butte are either non-detectable or well under the EPA thresholds.

**In recent years, there has been much discussion about “forever chemicals,” known as PFAS, and how they could or should be managed in leachate.** Landfills are not generators of forever chemicals, but instead receivers. PFAS comes from the municipal solid waste that is deposited there – and products containing PFAS are ubiquitous.

As a responsible environmental services provider, we greatly appreciate and work closely with our partners – the Cities of Corvallis and Salem, and their WWTPs – to treat the leachate that is generated at Coffin Butte. Meanwhile, the EPA has started to work on a set of pre-treatment limits for PFAS in landfill leachate. But agreeing upon and then finalizing those rules is expected to take at least a couple of years. Republic Services is partnering with the EPA to better understand this issue and will comply with any future PFAS pretreatment requirements adopted by the EPA.

Additional information about monitoring and testing of leachate can be found in the environmental impact section of this report.

**One of the unanimous recommendations from the “Talks Trash” workgroup was to consider the impact of leachate from the landfill site on “traffic safety, road maintenance, public wastewater treatment plants... and the Willamette River...”** Valley Landfills, Inc., welcomes the opportunity to be part of that conversation, should it become a charge of the SMMP or some other local jurisdiction.

# Environmental Impact and Monitoring

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## Annual Environmental Monitoring Report (Groundwater)

Valley Landfills, Inc., as owner and operator of Coffin Butte Landfill, is committed to being a good neighbor and a steward of the environment. We prioritize safe and responsible operations, sustainability, and collaboration with regulators at the local, state and federal level.

In 2022, Coffin Butte landfill was inspected 7 times by a variety of agencies, including the EPA, **DEQ's Division of Material Management, DEQ's Division of Air Quality, and the cities of Corvallis and Salem.** In addition, we submitted annual, semi-annual, quarterly and monthly reports to federal, state and local regulators, in accordance with our operational and environmental permits.

The landfill is – and remains – in compliance with all its permits and regulatory requirements and was not issued any notices of violation in 2022 or 2023.

The following section of the annual report provides a summary of the water quality monitoring **activities at the landfill. Environmental monitoring and reporting is required by Coffin Butte's solid waste disposal permit number 306,** which is issued and administered by the Oregon Department of Environmental Quality.

Coffin Butte Landfill conducted groundwater sampling in April and October 2022, and also completed its annual environmental testing of leachate produced by all active and closed waste disposal cells. No significant changes in water quality were measured. We test for 60 volatile organic compounds in our groundwater wells along the west-side compliance boundary, and all concentrations were below primary drinking water standards. This includes well MW-12S, which is located on the edge of Cell 1, and is the barometer for ensuring that the remediation efforts enacted in the 1990s continue to be effective.

Sampling shows that the long-term trend for tetrachloroethene (PCE) at that same well also continues to decrease. Other VOC concentrations have declined to trace levels at west-side compliance wells and several inorganic parameters were present above background concentrations. Since the landfill cover was installed on Cells 1/1A in 1996 and landfill gas removal wells were installed in Cell 1 in 1994, the number and concentrations of VOCs have declined.

Downgradient of the former Closed Landfill, groundwater quality trends are stable as well. Based on the age of the landfill and completion of source removal in 2022, it is expected that the residual low level impacts will diminish with time.

At the compliance boundary for Cells 4 and 5 on the east side, the primary drinking water standard for arsenic was exceeded, but these concentrations represent natural background conditions. Arsenic, a naturally occurring element found in igneous and sedimentary rocks, exists in higher concentrations in Oregon soil, according to studies conducted by the Oregon Department of Environmental Quality. Water, when it flows through rock formations, dissolves the arsenic and carries it to underground aquifers, where it can lead to elevated concentrations, as noted by the testing. Because the arsenic concentrations are associated with natural processes, DEQ does not require remediation.

Sampling results at MW-26 and MW-27 were below statistically calculated site specific limits (SSLs) for most of the indicator parameters. Manganese was marginally above the limit at MW-27 for both sampling events. No action is required with the exceedance of one SSL.

# Environmental Impact (continued)

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## Annual Environmental Monitoring Report (Groundwater)

Leachate production for the water year 2021-2022 was estimated at approximately 30.4 million gallons. This was generated by Cells 1 through 5 during the water year ending September 30, 2022. VLI continues to monitor the secondary leachate collection systems (SLCS) beneath Cells 2, 3, 4, and 5 .

The text portion of the AEMR, trend plots for groundwater quality parameters described above and data table for east side groundwater monitoring wells are presented in Appendix A. The remaining tables, figures and appendices discussed in the text portion of the report are on file at the Benton County Health Department.

## Annual Environmental Monitoring Report (Leachate Management)

The Annual Environmental Monitoring Report (AEMR) includes information and data from the leachate management program. Leachate production and management for the water-year October 2021 to September 2022 is discussed in the report. The text portion of the leachate report can be found in section 3.4 of the AEMR.

Again, this is on file at the Benton County Health Department.



## Title V Air Monitoring Report

**While we discussed our gas collection system in detail earlier in this report, it's important to talk specifically about our compliance with our air monitoring (Title V) permit.** Air emissions generated at the Coffin Butte Landfill in 2022 were detailed in a report to DEQ using forms and templates that the agency provided. Highlights are included here:

- The air emissions generated in 2022 were less than the plant site emission limits (PSELs) allowed under the Title V Operating Permit.
- There were no deviations from the Title V Operating Permit conditions.
- The landfill received, responded to, documented and reported no odor notifications to DEQ.

However, DEQ gave us an accounting of 30 odor complaints it received during the calendar year. These complaints were compiled and sent to us on three occasions, as noted on the chart that appears on the following page.



## Coffin Butte Landfill Odor Notices

Coffin Butte makes every effort to control the potential for offsite odor and takes all odor complaints seriously. During the BCTT process, voting members recommend that the County create a more effective “reporting process for receiving, tracking and resolving complaints, such as odor.”

We are happy to work with the County on this effort. Because we can investigate more effectively if the report is received in real time, we have created a new odor reporting portal on our website, [coffinbuttelandfill.com](http://coffinbuttelandfill.com).

The portal allows residents to notify us, via email, if they detect odor that they believe could be attributed to the landfill, and includes key informational fields, including location, time of day and ambient weather or air conditions.

Month	2015	2016	2017	2018	2019	2020	2021	2022
January	1	2	0	0	0	0	0	0
February	0	0	0	0	0	2	0	25*
March	0	0	0	0	0	0	0	0
April	1	0	0	0	1	1	0	0
May	0	0	0	0	0	0	0	0
June	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0
August	0	0	0	0	0	0	0	4**
September	0	0	0	0	0	0	1	0
October	0	0	0	0	0	1	0	0
November	0	0	0	0	0	0	1	0
December	0	0	0	0	0	0	1	1***

\*DEQ sent single notification of 25 complaints received between 11/8/21 and 2/7/22

\*\*DEQ sent single notification of 4 odor complaints received from 7/1/22 to 8/16/22

\*\*\*DEQ sent notification of 1 odor complaint they received on 12/13/22

# Summary of Landfill Users

(By County of Origin)

Coffin Butte Landfill Tonnage by Type and County - Total for Year 2022

County	Vehicles	Commercial							Public			Alternate Daily Cover				Compost	
		MSW	C&D	Asbestos	Agricultural Waste	Industrial Waste	Sludge	Totals	MSW	Other	Totals	Contaminated Soil	Covanta Ash	Shaker Fines	Totals	Yard Waste Received	Compost Sales (Yds)
Benton	41,707	46,487.92	13,486.17	555.11	15.20	14,580.15	-	75,124.55	10,629.73	-	10,629.73	2,318.43	-	-	2,318.43	2,272.60	845.65
Linn	33,575	78,122.51	6,190.54	302.50	110.17	38,561.15	14,224.64	137,511.51	6,107.35	-	6,107.35	3,608.37	-	-	3,608.37	949.22	50.00
Polk	17,461	42,585.06	2,488.01	24.07	1,021.68	2,066.44	175.11	48,360.37	4,436.31	-	4,436.31	877.37	-	-	877.37	559.76	46.00
Marion	11,848	197,190.64	1,683.28	467.84	1.63	5,299.31	-	204,642.70	1,463.95	-	1,463.95	7,602.42	25,289.81	-	32,892.23	8.80	2.00
Lane	2,136	4,855.30	51.16	347.55	46.69	34,130.81	-	39,431.51	42.57	-	42.57	3,423.28	-	-	3,423.28	8.01	-
Tillamook	1,646	30,199.46	5.88	0.10	2,074.10	969.14	5,944.89	39,193.57	81.52	-	81.52	-	-	-	-	-	-
Yamhill	4,499	95,060.47	3,045.04	40.36	356.62	896.53	-	99,399.02	364.07	-	364.07	945.02	-	-	945.02	0.38	-
Lincoln	5,927	44,744.79	148.97	42.26	-	122,038.32	4,480.33	171,454.67	87.66	-	87.66	338.97	-	-	338.97	4.27	-
Coos	54	0.19	-	543.83	-	-	-	544.02	-	-	-	394.61	-	-	394.61	0.48	-
Pierce, WA	12	-	-	-	193.28	0.34	-	193.62	-	-	-	-	-	-	-	-	-
Washington	7,510	192,964.48	9.29	-	197.24	192.31	-	193,363.32	18.60	-	18.60	8.52	2,943.77	-	2,952.29	-	-
Jackson	8	-	-	-	-	-	-	-	-	-	-	7.92	-	-	7.92	-	-
Multnomah	79	868.91	3.69	65.20	-	42.01	-	979.81	-	-	-	44.11	-	-	44.11	-	-
Douglas	394	10,476.86	-	0.33	-	207.43	-	10,684.62	-	-	-	399.69	-	-	399.69	-	-
Clackamas	1,035	15,818.12	195.56	53.48	235.51	3,125.39	1,899.28	21,327.34	19.82	-	19.82	48.58	-	-	48.58	0.07	-
Columbia	4	0.32	1.20	-	-	-	-	1.52	0.43	-	0.43	-	-	-	-	-	-
Umatilla	1	0.20	-	-	-	-	-	0.20	-	-	-	-	-	-	-	-	-
Jefferson	2	-	-	-	-	-	-	-	-	-	-	0.95	-	-	0.95	-	-
Clatsop	41	-	4.95	-	-	581.64	-	586.59	2.82	-	2.82	13.31	-	-	13.31	-	-
Klamath	6	0.51	-	-	-	-	-	0.51	-	-	-	79.49	-	-	79.49	-	-
Crook	2	0.10	-	-	-	-	-	0.10	-	-	-	-	-	-	-	-	-
Deschutes	2	0.16	-	8.89	-	-	-	9.05	-	-	-	-	-	-	-	-	-
Baker	46	9.04	17.51	-	-	-	-	26.55	-	-	-	2.10	-	-	2.10	0.84	-
Malheur	3	11.97	0.76	-	-	-	-	12.73	-	-	-	-	-	-	-	0.21	-
Josephine	4	-	-	-	-	0.37	-	0.37	-	-	-	1.08	-	-	1.08	-	-
Misc. County	21	-	6.04	5.90	-	0.04	-	11.98	12.16	330.94	343.10	30.54	-	-	30.54	-	0.50
Clark, WA	22	2.40	-	-	-	291.92	-	294.32	-	-	-	10.95	-	-	10.95	-	-
<b>Totals</b>	<b>128,045</b>							<b>1,043,154.55</b>			<b>23,597.93</b>				<b>48,389.29</b>		

# Landfill Environment Trust Fund

## Certificates of Insurance

Environmental stewardship is one of our core values.

The Environmental Trust Fund was created more than 20 years ago as a mechanism to pay for an environmental issue that might arise from the landfill. Our current franchise agreement specified an initial investment of \$5 million, and that any earnings accrued from that also remain in the fund.

The value of the fund tends to ebb and flow with the stock market but has increased significantly since it's inception. The fund's value as of November 2023 was \$16.1 million.

- The Value of the Environmental Trust on 12/31/2022 was \$14,443,964.
- The Value of the Environmental Trust on 12/31/2021 was \$16,224,175.
- The Value of the Environmental Trust on 12/31/2020 was \$14,646,697.
- The Value of the Environmental Trust on 12/31/2019 was \$12,919,311.
- The Value of the Environmental Trust on 12/31/2018 was \$10,622,923.

A copy of the Certificate of Liability Insurance, showing Benton County as an additional insured is presented in Appendix C.

## Our Values



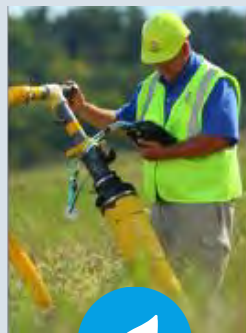
Safe

We protect the livelihoods of our colleagues and communities.



Committed to Serve

We go above and beyond to exceed our **customers'** expectations



Environmentally Responsible

We take action to improve our environment.



Driven

We deliver results in the right way.



Human-Centered

We respect the dignity and unique potential of every person.

# Environmental and Regulatory Permits

Permit Number	Permit Type	Permit Terms	Renewal Date	Enforcement Actions - 2020	Comments
SWDP # 306	Solid Waste	10 Year	June 30, 2030	None	
# 1200Z	NPDES Stormwater	5 Year	June 30, 2026	None	
#101545	NPDES Leachate Treatment	5 Year	September 30, 2017	None	Renewal Application Submitted-Administratively Extended
#02-9502	Title V Air Quality	5 Year	October 1, 2014	None	Renewal Application Submitted-Administratively Extended
#5	Industrial Wastewater Discharge	5 Year	May 31, 2023	None	City of Corvallis Leachate Disposal
#8679	Wastewater Discharge Permit	5 Year	December 31, 2027	None	City of Salem Leachate Disposal



# Summary of Customer Complaints

## Valley Landfills, Inc. 2022 complaint log

This table was compiled from the verbal complaints logged at both Coffin Butte Landfill and the Pacific Region Compost scale houses. We did not receive any customer complaints at these locations in 2022.

Month	Price	Public Tipping Area (Coffin Butte)	Other	Pacific Region Compost	Monthly Total
January	0	0	0	0	0
February	0	0	0	0	0
March	0	0	0	0	0
April	0	0	0	0	0
May	0	0	0	0	0
June	0	0	0	0	0
July	0	0	0	0	0
August	0	0	0	0	0
September	0	0	0	0	0
October	0	0	0	0	0
November	0	0	0	0	0
December	0	0	0	0	0

# Pacific Region Compost Activity



Pacific Region Compost (PRC) operates under a Solid Waste Disposal Site Permit (Composting Facility No. 1418) issued by the Oregon Department of Environmental Quality (DEQ) on January 2, 2020.

The permit allows PRC to compost Food Waste (Type III Feed Stocks). Below is a list of the inbound and outbound materials at PRC in 2021 and 2022.

Summary of Pacific Region Compost Activity 2022								
Recycling							Sales	
	Green Waste		Urban Wood Waste		Food Waste		Hog Fuel	Compost
	Cubic Yards	Tons	Cubic Yards	Tons	Residential (Tons)	Commercial (Tons)	Tons	Cubic Yards
<b>Inbound</b>	141,868.00	0.0	0.00	0.00	0.00	2,890.00		
<b>Outbound</b>							0.00	78,485.50
<b>Totals</b>	<b>141,868.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,890.00</b>	<b>0.00</b>	<b>78,485.50</b>

Summary of Pacific Region Compost Activity 2021								
Recycling							Sales	
	Green Waste		Urban Wood Waste		Food Waste		Hog Fuel	Compost
	Cubic Yards	Tons	Cubic Yards	Tons	Residential (Tons)	Commercial (Tons)	Tons	Cubic Yards
<b>Inbound</b>	144,307.0	0.00	0.00	0.00	0.00	2,507.00		
<b>Outbound</b>							0.00	95,828.34
<b>Totals</b>	<b>144,307.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,507.00</b>	<b>0.00</b>	<b>95,828.34</b>

# Pacific Region Compost Odor Notices

The PRC received, responded to and documented two odor notifications in 2022.

<b>Pacific Region Compost Odor Notices</b>								
<b>Month</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Jan</b>	4	5	2	2	1	0	0	0
<b>Feb</b>	2	7	2	0	0	1	0	0
<b>Mar</b>	0	12	3	0	0	0	0	0
<b>Apr</b>	1	18	3	2	0	3	0	0
<b>May</b>	2	15	10	5	3	7	1	0
<b>Jun</b>	19	2	2	0	4	5	1	1
<b>Jul</b>	5	6	1	0	2	5	3	1
<b>Aug</b>	8	2	1	0	1	3	0	0
<b>Sep</b>	5	0	0	0	3	0	1	0
<b>Oct</b>	17	1	2	1	5	1	0	0
<b>Nov</b>	4	2	0	0	4	0	1	0
<b>Dec</b>	3	3	0	4	9	0	0	0
<b>Total</b>	<b>70</b>	<b>73</b>	<b>26</b>	<b>14</b>	<b>32</b>	<b>25</b>	<b>7</b>	<b>2</b>

## Appendix A

# Annual Environmental Monitoring Report (AEMR) and Executive Summary Trend Plots



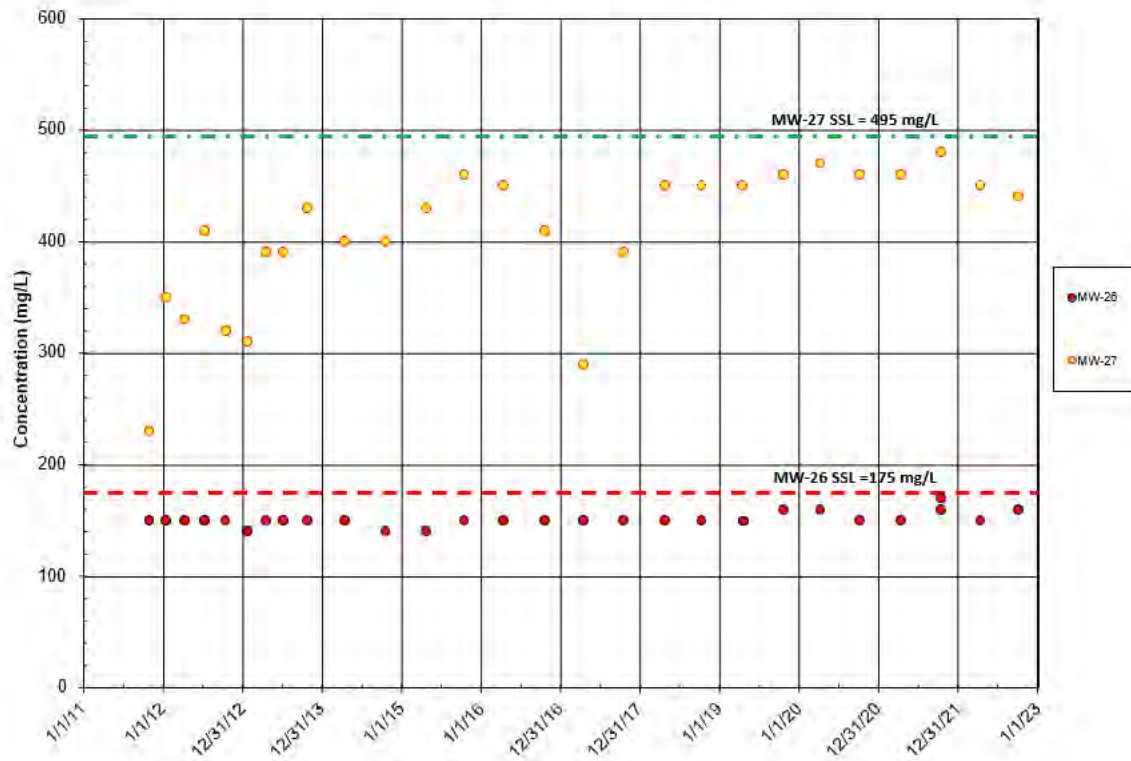


Table 4-2  
Comparison of Sampling Results with SSLs East Side Compliance Wells  
2022 Annual Environmental Monitoring Report Coffin Butte Landfill

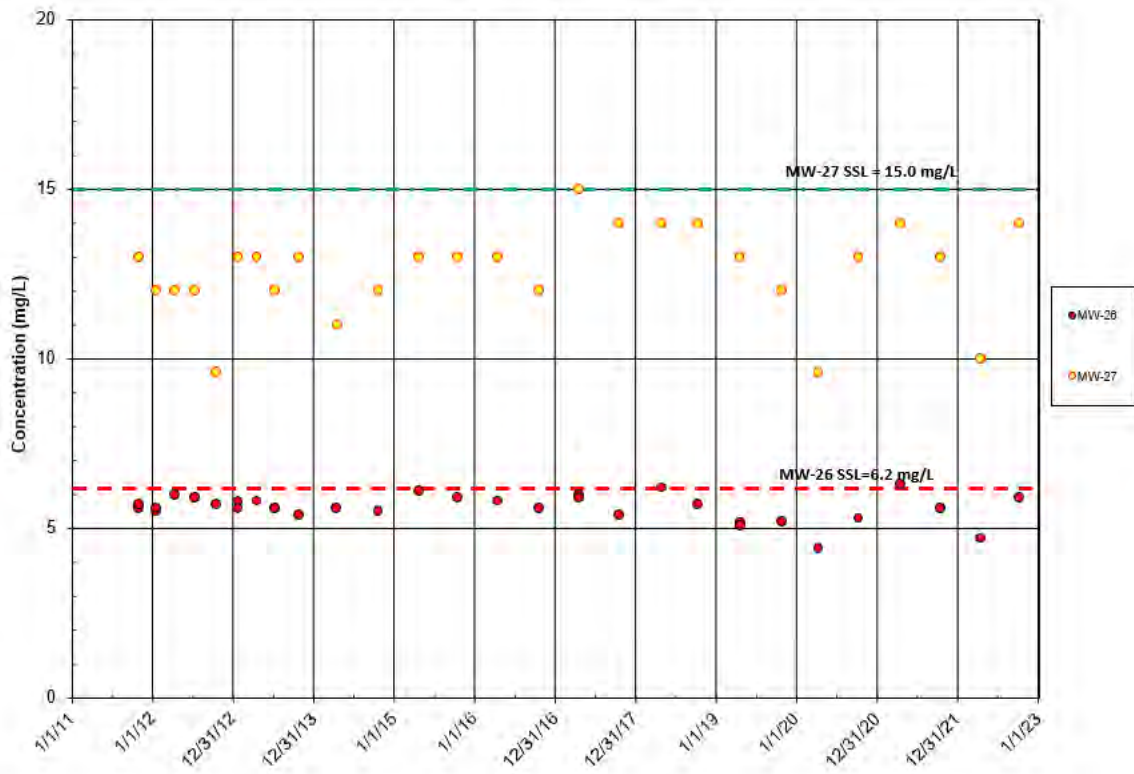
Units	Indicator Parameters							
	Bicarbonate Alkalinity (mg/L)	Chloride (mg/L)	TDS (mg/L)	Calcium (mg/L)	Iron (mg/L)	Magnesium (mg/L)	Manganese (mg/L)	Sodium (µg/L)
<b>MW-26</b> <b>SSL</b>	<b>175</b>	<b>6.2</b>	<b>246</b>	<b>32</b>	<b>4.5</b>	<b>10.1</b>	<b>0.74</b>	<b>30</b>
4/15/14	150	5.6	180	23	0.35	8.3	0.46	28
4/15/14 DEQ	142	6.2	192	24.7	0.401	9.1	0.534	27.8
10/21/14	140	5.5	190	24	0.51	9.8	0.64	29
4/25/15	140	6.1	190	23	0.29	9.3	0.45	28
10/17/15	150	5.9	200	26	1.1	9.9	0.66	30
4/16/16	150	5.8	180	24	0.19	9.1	0.53	27
10/22/16	150	5.6 J	190	24	0.53	9.4	0.65	26
4/21/17	150	6.0	180	24	0.36	8.6	0.41	27
10/20/17	150	5.4	210	23	0.51	10.0	0.62	27
4/28/18	150	6.2	190	24	0.17	8.1	0.37	25
10/12/18	150	5.7	190	25	0.37	9.3	0.56	25
4/19/19	150	5.2	190	26	0.13	10.0	0.25	27
10/26/19	160	5.2	200	23	0.44	9.0	0.67	25
4/12/20	160	4.4	200	26	0.28	9.8	0.69	26
10/9/20	150	5.3	180	26	0.61	10.0	<b>0.79</b>	27
4/16/21	150	<b>6.3</b>	200	24	0.21	8.4	0.46	26
10/15/21	170	5.6	190	26	0.51	10.0	0.71	27
10/15/21 (dup)	160	5.6	190	25	0.50	9.9	0.70	26
4/16/22	150	4.7	200	24	0.18	9.2	0.32	26
10/7/22	160	5.9	180	24	0.50	9.2	0.68	25
<b>MW-27</b> <b>SSL</b>	<b>495</b>	<b>15.0</b>	<b>499</b>	<b>100</b>	<b>17.6</b>	<b>46</b>	<b>8.9</b>	<b>44.4</b>
4/18/14	400	11	420	88	16	41	8.1	40
10/21/14	400	12	460	87	13	39	6.8	40
4/25/15	430	13	470	86	13	42	8.2	40
10/17/15	460	13	490	92	13	41	8.2	42
4/16/16	450	13	480	86	5.3	40	7.2	37
10/22/16	410	12 J	440	79	4.9	34	6.8	35
4/21/17	290	15	310	45	0.49	19	3.1	28
10/20/17	390	14	430	61	4.0	29	5.4	32
4/28/18	450	14	460	71	5.1	31	6.8	35
10/12/18	450	14	460	82	9.0	35	7.9	35
4/19/19	450	13	470	87	8.9	40	<b>9.1</b>	37
10/26/19	460	12	470	80	3.3	34	7.6	35
4/12/20	470	10	470	91	8.6	38	<b>9.4</b>	36
10/9/20	460	13	480	89	8.7	38	<b>9.7</b>	37
4/16/21	460	14	480	87	7.6	37	<b>9.5</b>	36
10/15/21	480	13	470	89	5.7	39	<b>9.6</b>	37
4/16/22	450	10	480	91	8.1	39	<b>11</b>	38
10/7/22	440	14	460	85	6.3	36	<b>9.6</b>	35

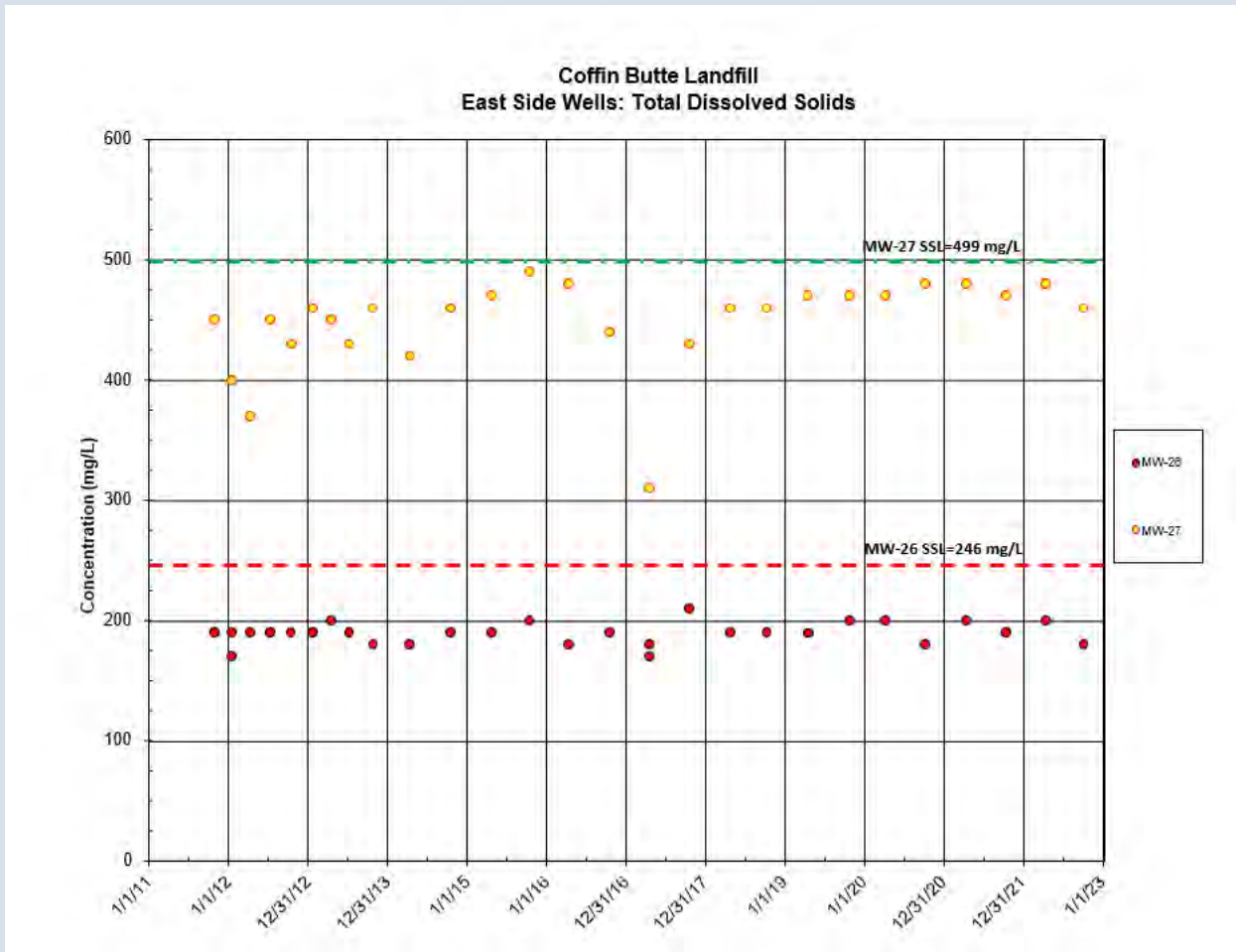
Note:  
SSL: site specific limit.  
Bold Values: above SSL.

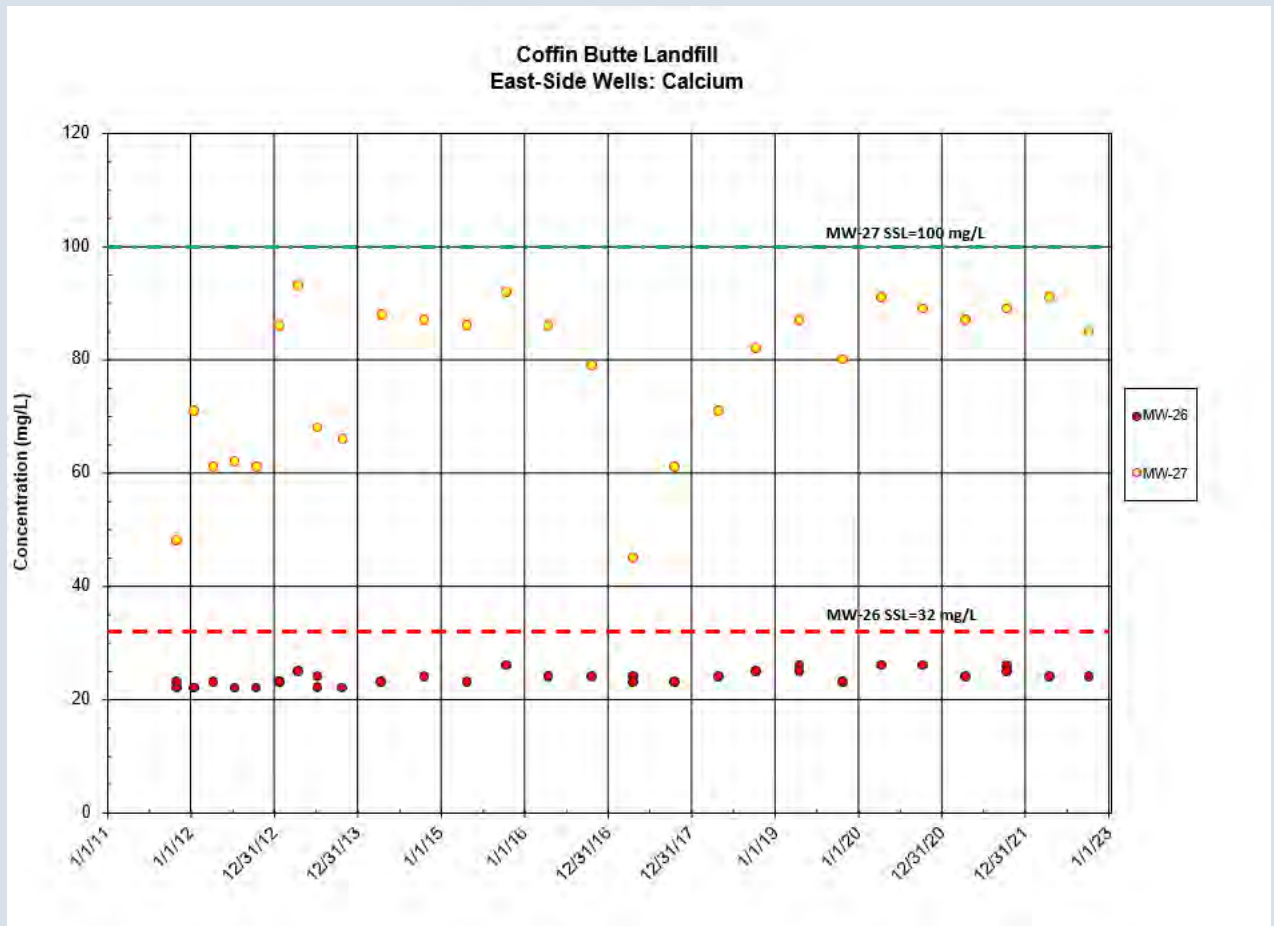
### Coffin Butte Landfill East-Side Wells: Bicarbonate Alkalinity

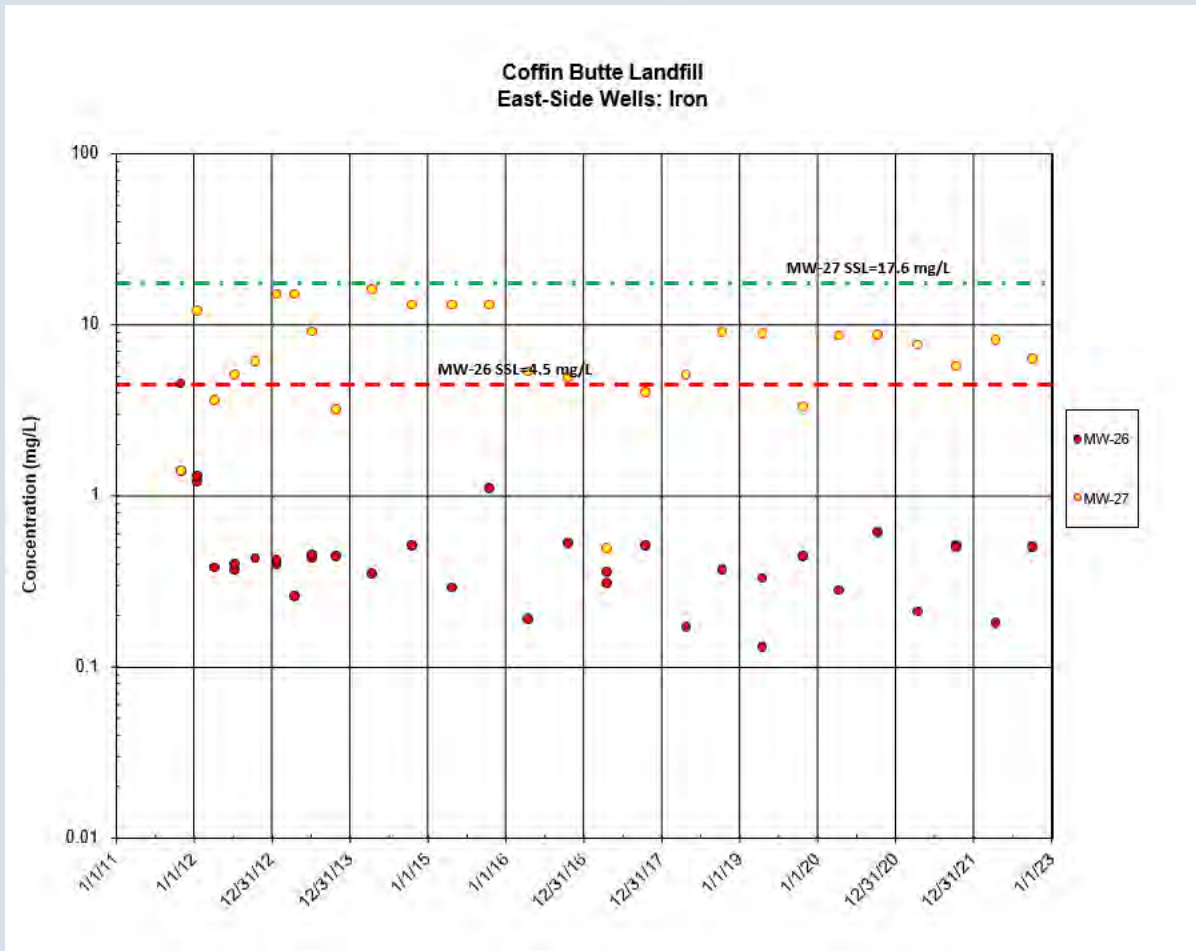


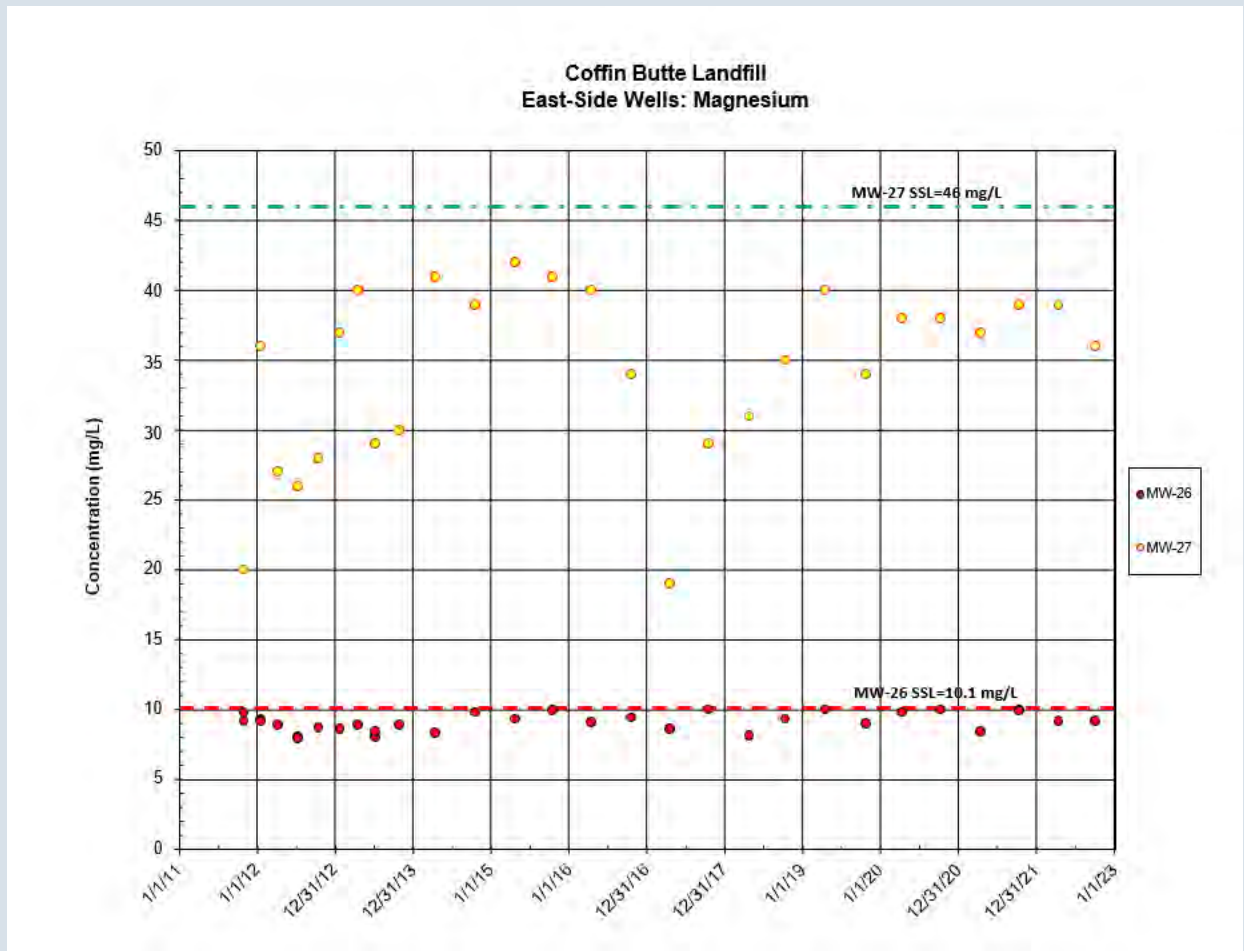
Coffin Butte Landfill  
East-Side Wells: Chloride

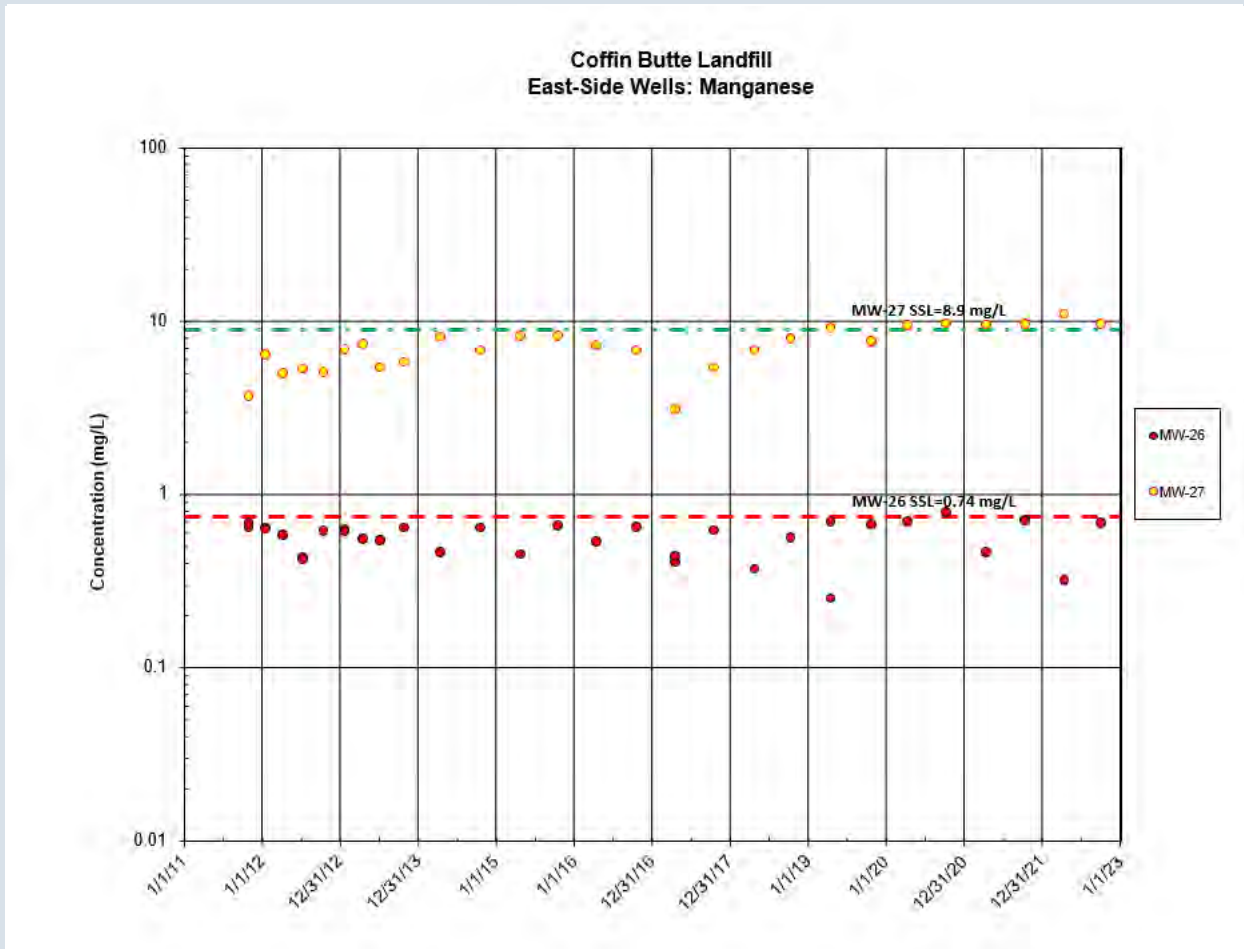




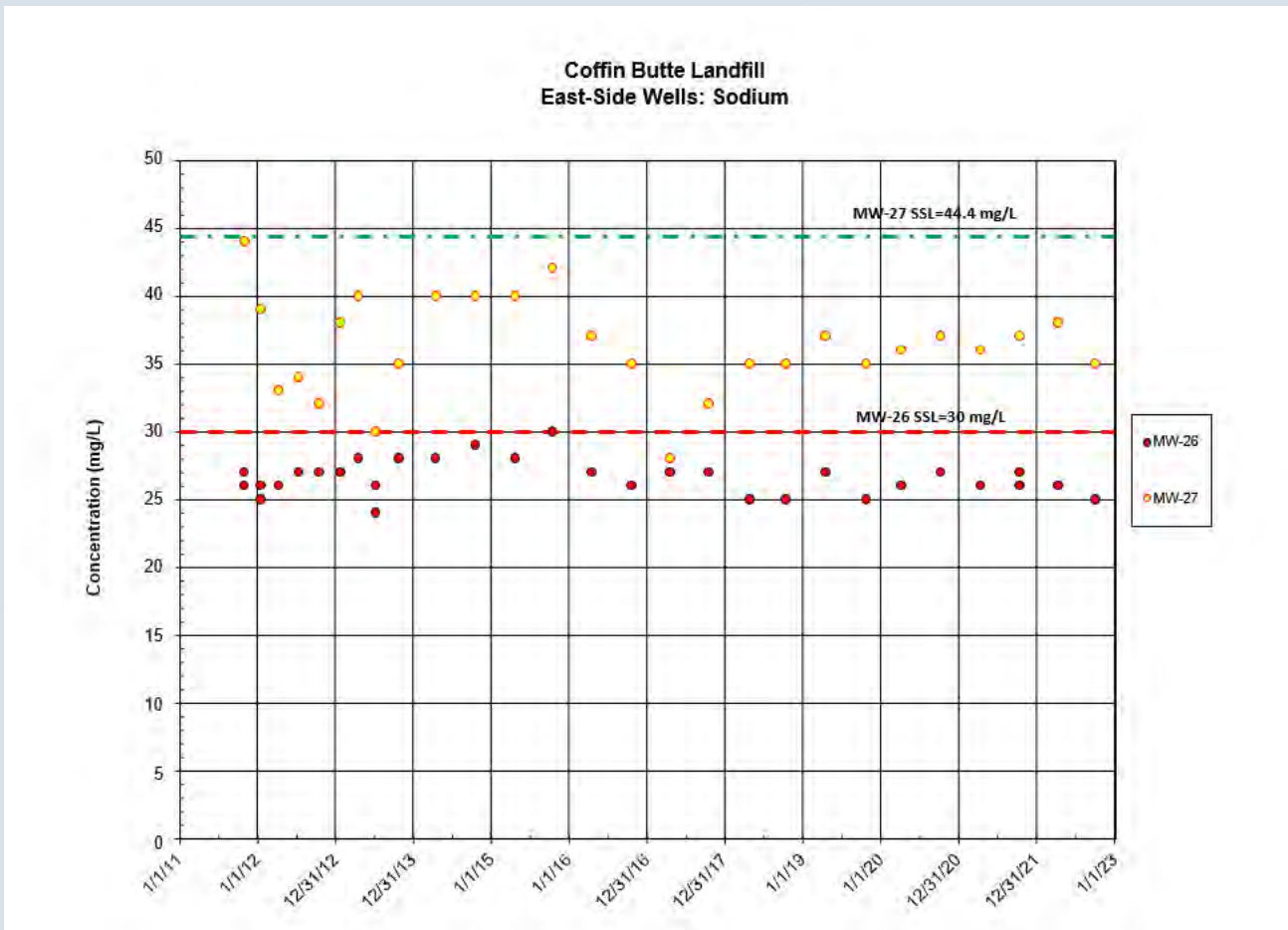




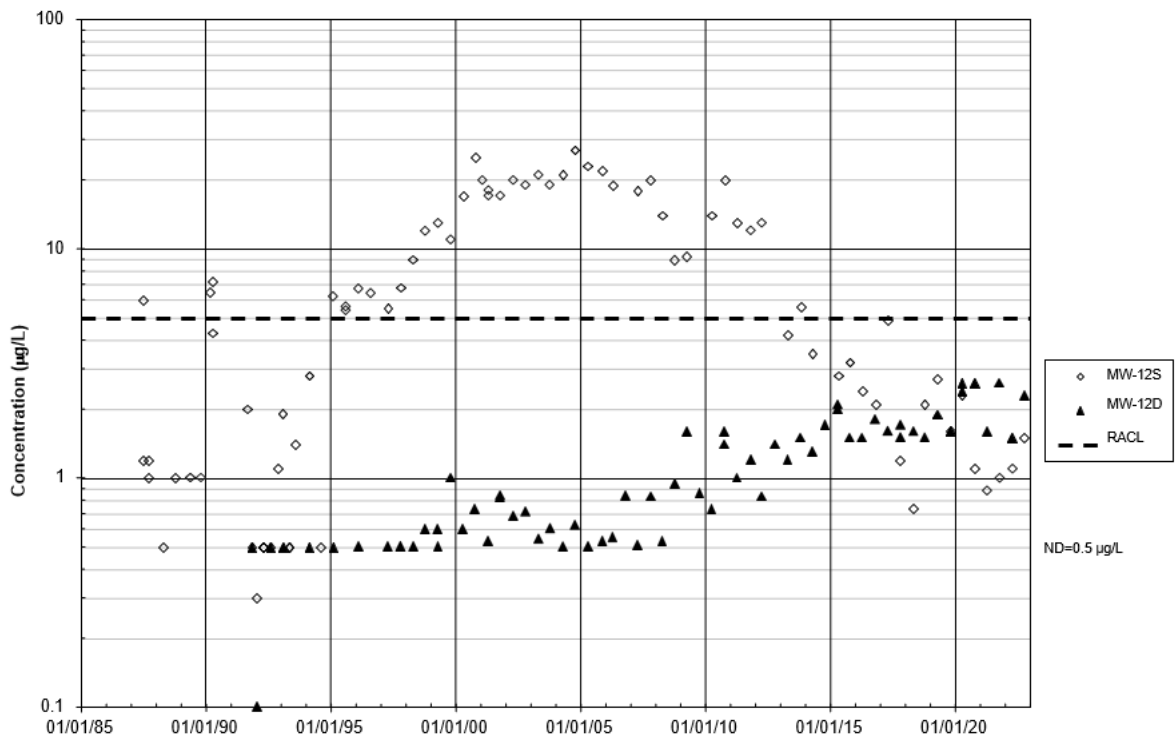




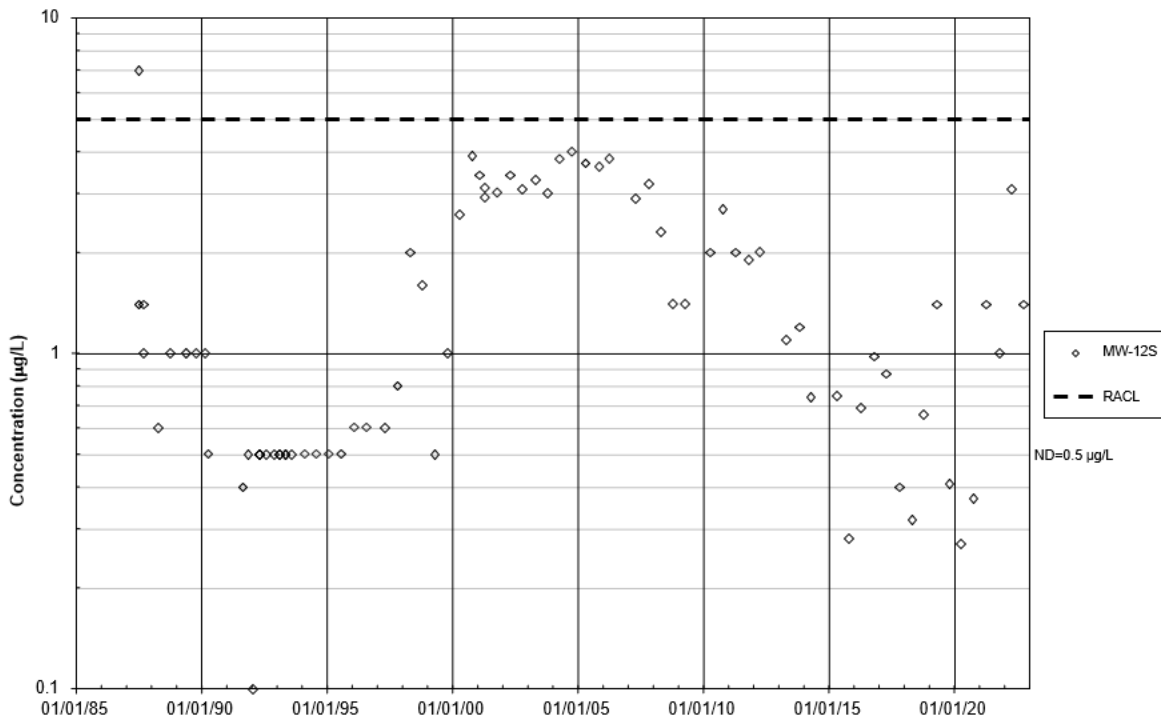




Coffin Butte Landfill  
MW-2S/12S and MW-2D/12D: PCE



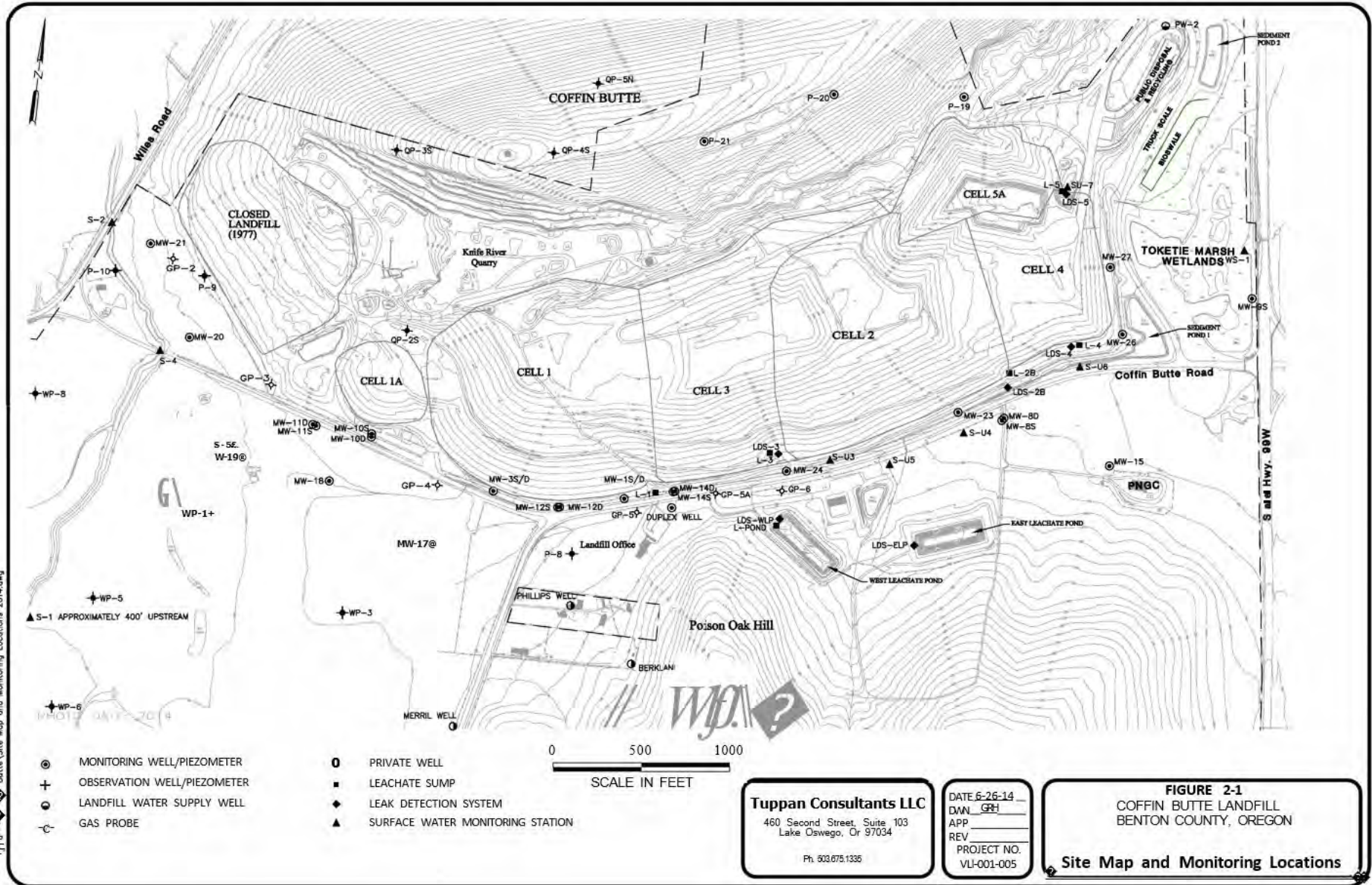
Coffin Butte Landfill  
MW-2S and MW-12S: TCE



## Appendix B

# Site Map and Well Locations





D:\Projects\3111\3111.dwg Butte Site Map and Monitoring Locations 2014.dwg

Appendix C

# Certificate of Insurance





# CERTIFICATE OF LIABILITY INSURANCE

CLASS 1119

DATE (MM/DD/YYYY)  
08/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No./ext):	FAX (A/C No./ext):
INSURED REPUBLIC SERVICES, INC. 16500 N. ALLIED WAY PHOENIX, AZ 85044	E-MAIL: <a href="mailto:ajul@ccsc.com">ajul@ccsc.com</a>	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Co.	NAIC # 22687
	INSURER B: Indemnity Insurance Co. of North America	43575
	INSURER C: Illinois Union Insurance Company	27980
	INSURER D: ACE Property & Casualty Insurance Company	20095
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 2335137 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL INSR	SQRT WVL	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLEANING-WARE <input checked="" type="checkbox"/> OUTDOOR <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> GROSS AGGREGATE LIMIT (IF APPLICABLE) <input type="checkbox"/> POLLUT <input type="checkbox"/> PRODUCT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			HDZ 8703443	08/08/23	08/08/24	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 5,000,000 MED EXP (Per occurrence) PERSONAL & ADV-BLIND \$ 5,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS-COMMOD-AND \$ 25,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> RENTED/LEASED AUTO <input checked="" type="checkbox"/> HIRE/AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> BIPLY			SA 1110088	08/08/23	08/08/24	UNINSURED MOTORIST (Per accident) \$ 10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIA <input checked="" type="checkbox"/> EXCESS LIA <input type="checkbox"/> EXCESS LIA <input type="checkbox"/> RETENTION \$			04970716 001	06/30/23	06/30/24	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY WORKER FORWARDER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	YIN	N/A	WFLR 25071020 - ACC WFLR 25071024 - CR SGT 23071040 - PI WFLR 25071020 - CR XE WFLR 25071024 - TR XE	06/30/23	06/30/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE (EA EMPLOYEE) \$ 3,000,000 E.L. DISEASE (POLICY LIMIT) \$ 3,000,000
E	Contractors' Pollution Liability			See page 2 for details	06/30/23	06/30/24	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks, Schedule, may be attached if more space is required)  
 Division Number 4125 - Manned Insured (includes: Valley Landfill, Inc. - Desu. Coffin Bulte LP

<b>CERTIFICATE HOLDER</b>  Benton County Oregon, Chairman of the Board of Commissioners 408 SW Main St (venue, Suite 111) PO Box 3289 Corvallis, OR 97331-3289 United States	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE: 
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# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
06/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85258	<b>CONTACT NAME:</b> _____ (PHONE (A/C No.Ext.)) _____ FAX (A/C No.Ext.) _____ E-MAIL <a href="mailto:ACORD25@acord.com">ACORD25@acord.com</a>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	Insured A: ACE Auto/Car Insurance Co	NAIC # 20891
	Insured B: Indemnity Insurance Co. of North America	43575
	Insured C: Hinds Union Insurance Company	37960
	Insured D: ACE Property & Casualty Insurance Company	30600
	Insured E: Insured F:	

**COVERAGES** **CERTIFICATE NUMBER: 2335137** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE CLASSIFICATION	TYPE OF INSURANCE	AGGL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> GEN. AGGREGATE LIMIT ADDED PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LEC <input type="checkbox"/> OTHER			1000000000	06/01/2023	06/30/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Eq Occurrence) \$ 5,000,000 MED EXP (Any Occurrence) \$ 5,000,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 50,000,000 PRODUCTS-COMP/OP AGG \$ 20,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTO <input checked="" type="checkbox"/> HIREL AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTO ONLY <input type="checkbox"/> OTHER			1000000000	06/01/2023	06/30/2024	COVERED SINGLE LIMIT (Eq Accident) \$ 10,000,000 BODILY INJURY/PROP DAMAGE BODILY INJURY (Non-accident) PROPERTY DAMAGE (Per Accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> EXCESS LIAB (OTHER)			04678249-007	06/01/2023	06/30/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROVISIONS/ENDORSEMENTS (W/ENDORSEMENTS INCLUDED) <input checked="" type="checkbox"/> (Mandatory in OR) If yes, describe work DESCRIPTION OF OPERATIONS below	YN	NA	WFL 060710247 - 006 WFL 060710244 - 004 WFL 060710244 - 001 WFL 060710245 - 001 WFL 060710244 - 001	06/01/2023	06/30/2024	<input checked="" type="checkbox"/> PER STAFF <input type="checkbox"/> OTHER S.L. SACHAAGEENT \$ 3,000,000 S.L. DISEASE -EA EMPLOYEE \$ 3,000,000 S.L. DISEASE -ADDCY LIME \$ 3,000,000
C	<input checked="" type="checkbox"/> Contractors' Pollution Liability			0600000000	06/01/2023	06/30/2024	

**DESCRIPTION OF OPERATIONS / LOCATION / VEHICLE** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Division Number: 4125 - (Name of Insured) Includes: Valley Landfill, Inc. - Dba: Coble Bulte LF


**CERTIFICATE HOLDER**

Benton County, Oregon) Chairman of the Board of Commissioners  
 406 SW Marlowe Avenue, Suite 111  
 PO Box 3090  
 Corvallis, OR 973390000  
 United States

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE







Sustainability in Action

## LANDFILL FRANCHISE AGREEMENT

This Landfill Franchise Agreement ("Agreement") is made this \_\_\_ day of December, 2020, between BENTON COUNTY ("County"), a political subdivision of the State of Oregon, and VALLEY LANDFILLS, INC. ("Franchisee"), a wholly owned subsidiary of WASTE CONTROL SYSTEMS, INC., both corporations duly authorized to do business in the State of Oregon.

### RECITALS:

A. The State of Oregon, by statute, has given the County the authority to franchise solid waste management, including solid waste disposal facilities. The County is interested in the continued availability of an economical and environmentally safe landfill, which complies with all federal and state environmental rules, regulations and laws.

B. The County benefits from State authorization to franchise the disposal of solid waste within its jurisdiction by providing the flexibility to meet the changing needs and technology for the disposal of solid waste in the County.

C. Franchisee has operated the Coffin Butte Landfill ("Landfill") under permit from the State of Oregon for more than 45 years.

D. The availability of landfill sites in the State of Oregon has been substantially reduced, and the Coffin Butte landfill is a unique landfill resource to be developed for the primary benefit of the citizens of Benton County.

E. It is to the benefit of the County's residents, industry, and business to maintain the Landfill and continue the ability of Franchisee to operate the Landfill under the terms of this Agreement.

F. The federal, state and local rules, regulations and laws permit and authorize the operation of the Landfill.

G. The County requires periodic reporting and onsite review to ensure the Benton County Board of Commissioners has access to information concerning the operation of the Landfill and to monitor the Landfill's operation for compliance with the Agreement.

### THE PARTIES AGREE:

1. Definitions. In this Agreement, capitalized terms are defined as follows:

"Board" means the Board of Commissioners for Benton County.

"County" means Benton County, Oregon.

"Effective Date" means 12:01 AM on January 1, 2021.

*"Environmental Trust Fund"* means the fund established under the Environmental Liability Trust Agreement ("the Trust Agreement") dated March 3, 1999 between Franchisee as Grantor, and Copper Mountain Trust Corp., as Trustee, for the benefit of the County and Waste Control Systems, Inc., each as a named beneficiary.

*"Force Majeure"* means acts of God, earthquake, landslides, and sudden soil movements, lightning, forest and brush fires, storms, floods, freezing, civil disturbances, acts of the public enemy, wars, blockades, epidemics or pandemics, public riots, explosions, materials shortages (other than shortage of solid waste), or damage to or destruction of the Landfill or its facilities as a result of events described herein, or other similar causes, events, or occurrences not reasonably within the control of the party whose ability to perform this Agreement is impaired or prevented by the event or occurrence of Force Majeure; provided, however, damage or destruction of the Landfill or its facilities as a result of improper design or negligent operation is not Force Majeure.

*"Landfill"* means the Coffin Butte Landfill owned and operated by Franchisee and located on property more particularly described on the attached Exhibit A.

*"Permit"* means the permit or other authorization issued to permit operation and regulating the operation of the Landfill granted by the Department of Environmental Quality, the Environmental Quality Commission, the Environmental Protection Agency or other authorized successor state or federal agency.

*"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 semisolid materials, dead animals and infectious waste as defined in ORS 459.386. "Solid waste" does not include:

- (a) Hazardous waste as defined in ORS 466.005.
- (b) Materials used for fertilizer or for other productive purposes or which are salvageable as such materials are used on land in agricultural operations and the growing or harvesting of crops and the raising of animals.
- (c) Materials used for the compacted six-inch soil layer required by the Permit (alternative daily cover).

*"Special Waste"* means any waste (even though it may be part of a delivered load of waste) that falls within one or more of the following categories:

- (a) Containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in (b) through (m) of this definition below.
- (b) Waste transported in a bulk tanker, such as a tanker truck hauling leachate.

(c) Liquid waste including outdated, off spec liquid food waste or liquids of any type when the quantity and the load would fail the paint filter liquid (Method 9095, SW-846) test or includes 25 or more gallons of free liquid per load, whichever is more restrictive.

(d) Containers (or drums) that once held commercial products or chemicals, unless the containers (or drums) are empty as provided in 40 CFR 261.7(b)(1).

(e) Sludge waste from septic tanks, food service or grease traps, or wastewater from commercial laundries, laundromats or car washes.

(f) Waste from an industrial process.

(g) Waste from a pollution control process.

(h) Residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in (b) through (m) of this definition.

(i) Soil, water, residue, debris, or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in (b) through (m) of this definition.

(j) Chemical-containing equipment removed from service (for example: filters, oil filters, cathode ray tubes, lab equipment, acetylene tanks, CFC tanks, refrigeration units, or any other chemical-containing equipment).

(k) Waste in waste containers that are marked with a National Fire Protection Association identification label that has a hazard rating of 2, 3, or 4, but not empty containers so marked.

(l) Any waste that requires extraordinary management or special handling. Examples of such special wastes are: chemicals, liquids, sludge and dust from commercial and industrial operations; municipal waste water treatment plant grits, screenings and sludge; contaminated soils; tannery wastes; empty pesticide containers; and dead animals or by-products.

(m) Medical waste.

*"Uncontrollable Circumstances"* means one and/or a combination of governmental action, law or regulations or loss of material municipal disposal contract utilizing the Landfill as of the date of this Agreement, making the Franchisee unable to accept Solid Waste for disposal at the Landfill, or that materially impacts the volume of Solid Waste coming into the Landfill such that Franchisee's revenue is decreased by an amount equal to or more than fifteen percent (15%) of the applicable annual base guaranteed Franchise Fee (as defined below) for a period of two consecutive years. Uncontrollable Circumstances also means Force Majeure.

*"Tipping Fees"* means any fee, rate, toll or other charge (including, but not limited to, environmental fees) that Franchisee charges for disposal of Solid Waste from customers, haulers, other franchisees or any third parties disposing of Solid Waste at the Landfill.

“*Waste Stream*” means flows of specific waste, from its source through to recovery, recycling or disposal. Together they make up the overall waste treated at the Landfill. Waste streams can be divided into two broad types: streams made of materials (such as metals or plastics) or streams made of certain products (such as electronic waste or end-of-life vehicles) which require specific treatment and ultimately feed into materials-related streams.

2. Grant of Franchise for Services to be Provided. For the consideration and under the terms and conditions of this Agreement, the County hereby grants to Franchisee a franchise (“Franchise”) to provide services at and in connection with the Landfill as follows:

(a) Operation of Landfill. Franchisee shall operate and maintain the Landfill as a sanitary landfill for disposal of Solid Waste under the terms and conditions of this Agreement so long as the Franchisee maintains a lawful Permit to do so, or until the earlier termination of this Agreement. Franchisee shall comply with Benton County's solid waste ordinance and all provisions for service as set forth in Exhibit B, which is attached hereto and incorporated herein by reference.

(b) Tipping Fees. Subject to the provisions of Section 2(d), Franchisee will accept Solid Waste for disposal at the Landfill and charge Tipping Fees. All fees collected under this Agreement by Franchisee shall be collectively designated as Tipping Fees for the purpose of calculating the Host Fee set forth in Section 4(b) below.

(c) Pacific Region Composting Facility. Franchisee shall continue to operate and promote the use of a Pacific Region Composting Facility (“PRCF”) in order to divert yard debris and compostable material from the Landfill and to maximize recovery of the natural resources inherent in these materials.

(d) Franchisee's Acceptance of Waste. Franchisee shall accept for disposal at the Landfill, Solid Waste created or generated within Benton County. Franchisee shall not accept any Solid Waste which it believes is not allowed under the Permit or that would, upon disposal, violate federal or state laws or regulations. Franchisee retains discretion to reject Solid Waste that it believes may present a significant risk to human health or the environment, or create or expose the Franchisee to potential liability, which Solid Waste does not violate federal or state laws or regulations. All persons holding a franchise to collect and transport municipal Solid Waste in Benton County will be permitted access to the Landfill and Franchisee shall accept such persons' waste for disposal provided that such persons remit the applicable Tipping Fee which shall be set in Franchisee's sole discretion pursuant to Section 2(b).

(e) Dump Stoppers Programs. During the period of January 1, 2021 through July 1, 2021, Franchisee and County will negotiate in good faith to establish a program to promote self-haulers and cease activities by illegal dumpers. The joint creation of a “dump stoppers” program is intended to discourage illegal dumping in the County and allow documented illegal dumps to be disposed of at the self-haul fee set forth below in Section 2(f). The parties shall present a joint report on this program to the Board after three (3) years, at which time the parties may consider alterations to the fee and/or program.

(f) Residential Self-Haul Access. It is the desire of both parties to provide safe and efficient access to the Landfill by self-haulers by promoting safety, reducing congestion at the scales, and imposing a self-hauler fee mutually agreeable to County and Franchisee. Self-haulers shall be charged a residential per-vehicle fee, not to exceed \$35.00 and to apply to any residential-sized vehicles. Self-haulers shall not be charged a per-ton fee or any other fee or charge, including any environmental fee or charge. After three years, the rate will increase by the CPI per Section 4(d).

(g) C&D Transfer Facility. It the intention of the parties that Construction and Demolition (C&D) material disposed of at the Landfill eventually be separated and not disposed of at the Landfill. Franchisee and County shall work together to monitor the flow of C&D material to the Landfill, and establish a mutually agreeable schedule during which to engage other stakeholders to discuss establishing a transfer facility that could serve as a regional collection point for C&D waste so that it may be transferred to appropriate recycling facilities in order to divert this material from the Landfill.

(h) Secured Loads/Litter Control. Franchisee shall require Landfill customers to secure loads and shall maintain litter control measures at the Landfill.

3. Term. Unless this Agreement is terminated pursuant to its provisions, the term of this Agreement shall begin on the Effective Date and shall continue until midnight December 31, 2040, at which time the Agreement shall end.

4. Franchise and Host Fees. In consideration of the grant of the Franchise under Section 2, Franchisee shall pay to the County the following:

(a) Franchise Fee. Franchisee shall pay to the County an annual base guaranteed Franchise fee as set forth below (“Franchise Fee”):

<u>Franchise Fee</u>	<u>Calendar Year</u>
\$2,000,000	2021
\$2,040,000	2022
\$2,080,800	2023
\$3,500,000	2024

The Franchise Fee shall be paid in twelve (12) equal monthly installments of each year with the first payment due in January 2021, or in installments as may be agreed upon by the parties. The Franchisee shall make a total of Two Hundred Forty (240) monthly payments to the County over the term of the Franchise Agreement. For the calendar year 2025 and all years thereafter, the Franchise Fee is subject to the annual CPI adjustment described in Section 4(d) below.

(b) Host Fee. In addition to the annual Franchise Fee due under Section 4(a), Franchisee shall pay an annual host fee to the County in an amount per ton for each ton of Solid Waste accepted at the Landfill as set forth below (“Host Fee”):

<u>Host Fee</u>	<u>Calendar Year</u>
\$2.87 per ton	2021
\$2.93 per ton	2022
\$2.99 per ton	2023
\$3.99 per ton	2024

The Host Fee shall be due on January 15 following the calendar year the Host Fee was collected. The Host Fee set forth in this Section 4(b) shall be a credit against the Franchise Fee paid in Section 4(a) above for any calendar year. By way of example, if the total Franchise Fee paid by Franchisee to the County in 2022 is \$2,040,000, and the total Host Fee collected by Franchisee for the calendar year 2022 is \$2,600,000, the Host Fee due on January 15, 2023 would be \$560,000. Conversely, if the total Franchise Fee paid by Franchisee to the County in 2022 is \$2,040,000, and the total Host Fee collected by Franchisee for the calendar year 2022 is \$2,000,000, the Host Fee due on January 15, 2023 would be zero. For calendar year 2025 and all years thereafter, the Host Fee will be subject to the annual CPI adjustment described in Section 4(d) below.

(c) Franchise Fee and Host Fee Adjustments Based on Timing of Landfill Expansion. As further referenced in Section 5(b), Franchisee intends to expand the Landfill onto the Expansion parcel by 2024. If Franchisee's Application (as defined in 5(b) below) is approved prior to 2024 or in 2025 or later, the following Franchise Fee and Host Fee adjustments will supersede the Franchise Fee and Host Fee calculations described in Sections 4(a) and 4(b):

(i) Landfill Expansion Occurs Prior to 2024. If Franchisee's Application is approved in 2023 or earlier, the Host Fee for 2023 will be \$3.91/ton and the Host Fee for 2024 will be \$3.99/ton. The Franchise Fee for 2023 and 2024 will remain as described in Section 4(a) above. For each calendar year thereafter, the Host Fee and the Franchise Fee shall be adjusted pursuant to Section 4(d).

(ii) Landfill Expansion Occurs 2025 or Later. If the Landfill Application is not approved by 2025, the Host Fee for 2025 will be \$3.43/ton and the Franchise Fee will be \$2,500,000. For each calendar year thereafter, provided that Franchisee's Application is not granted, the Host Fee and the Franchise Fee shall be adjusted pursuant to Section 4(d). If Franchisee's Application is subsequently granted in 2025 or later, the Host Fee for the year the Franchise Application is granted shall be \$3.99 and the Franchise Fee shall be \$3,500,000 starting in year 2024 plus for each calendar year thereafter, the Host Fee and the Franchise Fee will be adjusted pursuant to Section 4(d).

(d) CPI Adjustment. The Franchise Fee and the Host Fee (after the first four years of this Agreement) shall be adjusted annually on the first day of January of each successive year. The Franchise Fee and Host Fee shall be adjusted by the same percentage as the increase/decrease in the annual Consumer Price Index (CPI) for West Region as published by the United States Department of Labor, Bureau of Labor Statistics for the preceding calendar year. If the West Region Consumer Price Index (CPI) is not published in any year, the parties shall meet and agree upon an index to track the consumer price fluctuations and if the parties cannot agree upon

an index the issue shall be submitted to binding arbitration. Notwithstanding this provision, the total applied increase of CPI shall not exceed five percent (5%) in any given year.

(e) Extraction Fees Included. In the event the County enacts a fee, tax or other charge related to extraction of mineral and aggregate from the real property described in Exhibit A, the County acknowledges that the Host Fee includes any such fee, tax or other charge which may be attributable to Franchisee.

5. Impact of Solid Waste Volume; Limit on Solid Waste; Tonnage Cap.

(a) The parties acknowledge that there may be adverse effects to the County's infrastructure and environmental conditions due to increased annual volumes of Solid Waste accepted at the Landfill.

(b) Franchisee intends to seek governmental approval to expand the Landfill on the real property legally described on the attached Exhibit C and incorporated by reference herein ("Expansion Parcel"). The parties agree that until Franchisee's governmental applications to expand the Landfill onto the Expansion Parcel are granted (following any and all appeals to final judgment) (the "Application"), the total tonnage of Solid Waste deposited by Franchisee at the Landfill during any calendar year shall not exceed One Million One Hundred Thousand (1,100,000) tons, of which Franchisee shall limit the total tonnage of Solid Waste received at the Landfill to allow for Seventy-Five Thousand (75,000) tons of Solid Waste from the County exclusively (the "Tonnage Cap"). The County agrees that the Tonnage Cap shall not apply to any Solid Waste generated from fire, flood, other natural disaster or any Force Majeure event.

6. Environmental Trust Fund and Pollution Liability Insurance.

(a) Franchisee will guarantee the Environmental Trust Fund sustains a total balance, including principal, earnings, and interest, of at least \$5,000,000.00. As long as the Environmental Trust Fund sustains a total balance, including principal, earnings, and interest of at least \$5,000,000.00, no further contributions to the fund will be required. If the Environmental Trust Fund falls below \$5,000,000.00, Franchisee shall deposit funds adequate to raise the Environmental Trust Fund balance to at least \$5,000,000.00. Accrued earnings and interest will remain in the Environmental Trust Fund and with such earnings the Fund will continue to grow. The signatories to the Environmental Trust Fund will make all necessary amendments to the Trust instrument to implement this Section.

(b) Within 60 days of the Effective Date of this Agreement, Franchisee shall establish and maintain during the term of this Agreement pollution liability insurance and will provide a certificate of insurance coverage in a form acceptable to the County, with coverage of \$10,000,000.00 insuring operations at the Landfill and naming the County as an additional named insured. The pollution liability policy of insurance required under this Section 6(b) shall be issued by a company authorized to do business in Oregon, reasonably acceptable to the County. The insurance policy shall provide that it cannot be cancelled or reduced in scope or amount of coverage until 30 days after written notice to the County from the insurer. Not less than 30 days before the expiration of each such policy, a renewal policy or certificate of insurance evidencing the renewal shall be delivered to the County.



If pollution liability insurance is not available or is not available at a reasonable cost, Franchisee shall give County notice of this event and Franchisee shall not be in default under this Agreement. The parties shall meet, review the balance of the Environmental Trust Fund and negotiate a change in the Environmental Trust Fund and/or the pollution liability insurance, if necessary. If it is necessary to contribute an amount to the Environmental Trust Fund, the amount shall not exceed the cost of the pollution liability insurance at the time the last pollution liability insurance policy was in effect. If pollution liability insurance again becomes available, Franchisee may notify County and negotiate the level of the Environmental Trust Fund and pollution liability insurance, with the cost of the pollution liability insurance premium not to exceed the amount of the contribution to the Environmental Trust Fund. When the Landfill receives final regulatory approval for final closure, pollution liability insurance will no longer be required.

(c) If any money in the Environmental Trust Fund is used for Coffin Butte, as provided in the Trust Agreement, a copy of which is marked Exhibit D and attached hereto, and insurance is also available to cover the loss at Coffin Butte, then the parties agree that all insurance proceeds, money or other insurance funds shall be first used to repay the Environmental Trust Fund to the extent possible. It is the intent of the parties to use such insurance proceeds to restore the Environmental Trust Fund to the balance prior to the use of the funds, or as close to the full balance as possible.

(d) The Franchisee and County will meet and discuss whether a change in the pollution liability insurance coverage is required. The parties shall meet to discuss whether such a change is required every four (4) years from the Effective Date, or after each increment of two million (2,000,000) tons of Solid Waste is disposed of at the Landfill, whichever event occurs first. The determination of whether a change in pollution liability insurance coverage is required is only subject to binding arbitration pursuant to Section 10 if the total amount in the Environmental Trust Fund and pollution liability insurance coverage is less than ten million dollars (\$10,000,000.00). The contribution limitations specified in subsection 6(b) shall not apply to this subsection.

(e) At such time as the Landfill is closed or this Agreement terminates, County may, at its option, continue pollution liability insurance coverage at its own expense.

(f) Franchisee's general liability insurance duties and obligations are set forth in Section 9 of this Agreement.

7. Reports; Inspections; Annual Meetings of Parties.

(a) Operational Reports. Within 150 days after the first anniversary of the Effective Date, and every year thereafter, Franchisee shall furnish to the Board an Annual Report with respect to the environmental condition of the Landfill, covering air, water, Solid Waste Permits, pollution controls, and related issues as determined by both parties.

(b) Capacity Reports. Within 150 days after the second anniversary of the Effective Date, and every year thereafter, Franchisee shall provide the Board necessary data to

confirm the remaining capacity of the Landfill as determined by both parties. The data shall include the methods and calculations used in making this determination.

(c) Other Reports. Franchisee shall furnish copies of reports and other public information relative to the operation of the Landfill to the County at the time the reports are submitted to the regulating agencies. This information shall include, but not be limited to, reports required by state and federal agencies for Permit compliance.

(d) Inspections. For the purposes of making lawful inspections and determining Franchisee's compliance with this Agreement, Franchisee shall allow employees or representatives or agents of the County reasonable access to the Landfill during normal business hours. The County may perform any such inspections with or without prior notice, but the employees or representatives or agents of the County shall first report to the operations office at the Landfill and announce their presence before entering the Landfill. All representatives of the County shall comply with all applicable safety and other onsite rules of the Landfill.

(e) Other Meetings. Either the Franchisee or the County may request a meeting at any time to discuss how current or proposed changes in technology, public policy or other factors or developments might impact the operation of the Landfill or this Agreement. These discussions are not subject to the arbitration provisions of Section 10.

(f) Document Review and Disclosure. The parties agree that Franchisee's documents will be reviewed and inspected at the Corvallis, Oregon office of Franchisee. The parties further agree that any information submitted by Franchisee relating to Tipping Fees charged at Coffin Butte will be considered confidential business records required by County to be submitted for fee setting purposes and that County will not disclose such information except where required to do so under Oregon law or judicial order.

8. Indemnity. Franchisee shall indemnify and hold the County harmless from and against the following:

(a) Any and all claims arising from any (i) litigation involving the Franchisee's operation of the Landfill pursuant to this Agreement; (ii) negligence of Franchisee or any of its agents, contractors, servants, or employees in the operation of the Landfill pursuant to this Agreement; and (iii) accident, injury, or damage whatsoever caused to any person, firm, or corporation or the property of any person, firm, corporation, including Franchisee, or other entity arising from the operation of the Landfill and occurring during the term of this Agreement on the Landfill; and/or

(b) Any and all costs, including but not limited to attorneys' fees at trial or on appeal, expenses, and liabilities incurred in or about any such claim or action or proceeding that require indemnification pursuant to Section 8(a) above.

Nothing in this Agreement shall require Franchisee to indemnify the County for the negligence or willful conduct of the County's agents, representatives or employees.

9. General Liability Insurance.

(a) Liability Insurance. Franchisee shall pay for and maintain for the mutual benefit of the County and Franchisee commercial general liability insurance against claims for personal injury, death, or property damage occurring upon or in the vicinity of the Landfill or any part thereof, with limits of not less than \$10,000,000.00 per single occurrence for bodily injury and \$10,000,000.00 per single occurrence for property damage, or not less than the current amount of liability insurance carried by Franchisee, whichever is greater. The insurance shall name the County as an additional named insured.

(b) Policies and Certificates of Insurance. Each policy of insurance required under Section 9(a) shall be issued by companies properly admitted to do business in Oregon and acceptable to the County. The insurance policy shall provide that it cannot be cancelled or reduced in scope or amount of coverage until 30 days after written notice to the County from the insurer. Not less than 30 days before the expiration of each such policy, a renewal policy or certificate of insurance evidencing the renewal shall be delivered to the County. County understands that the parent corporation for Franchisee is Republic Services, Inc. ("Republic"), and Republic may self-insure for liability insurance.

10. Dispute Resolution.

(a) Any controversy or claim arising out of or relating to this Agreement, including the making, performance, or interpretation of this Agreement, shall be settled by arbitration. Unless otherwise agreed, the arbitration shall be conducted in Corvallis, Oregon by Arbitration Service of Portland, Inc., or its successor. Each party shall select an arbitrator within 20 days of the dispute being submitted to arbitration and notify the other party of the appointment. The two selected arbitrators shall meet within 20 days thereafter and appoint a third arbitrator. If either party fails to select an arbitrator or if the two arbitrators cannot agree upon a third arbitrator, then the Arbitration Service of Portland shall submit a list of five (5) arbitrators to the parties. The parties shall meet in person or by telephone (or other agreeable means of communication) within 20 days of the list being submitted and the parties shall select by lot which party shall strike the first name from the list. Then the other party shall strike a name and then alternately the parties shall strike a name until a single name is remaining and that person shall be the third designated arbitrator. If either party fails to act within the time prescribed in this Section, the other party has the right to refer the matter to a court of competent jurisdiction to force the other party to act. The arbitration shall be held before an arbitration panel of three persons (unless otherwise agreed by the parties). If arbitration is commenced, the parties shall permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recesses of, the arbitration hearings. The arbitration panel may grant or deny an increase in fees. The arbitration panel has no authority to award money damages against either party, but may award retroactive fee increases, fees generated as a result of the fee increases and other contract remedies. The arbitration panel shall have no jurisdiction to consider evidence with respect to or render an award or judgment for punitive damages. At no time during the pendency of an arbitration proceeding shall Franchisee decrease or halt the level of services specified in this Agreement, including but not limited to Exhibit B. The parties shall pay their own arbitration expenses and shall divide equally the cost of the arbitrator and his or her costs and expenses.

(b) Remedies. The parties agree to first submit all disputes to arbitration under Section 10(a) in the first instance. The parties recognize, understand and agree that some disputes may not be included in the arbitration section under Section 10(a). The parties may agree to submit a dispute to arbitration under Section 10(a) or either party may assert to the arbitration panel that the issue is not subject to arbitration under Section 10(a). Both parties may agree in writing the dispute is not subject to arbitration and either party may then seek all other legal remedies available to it. The parties agree the Circuit Court of Marion County, Oregon, is the correct venue for any and all litigation which is not subject to arbitration under Section 10(a).

11. Compliance with Laws, Regulations and Uncontrollable Circumstances.

(a) This Agreement and Franchisee's operation of the Landfill are subject to the Permit and all federal and state laws and regulations as now in effect and as may be enacted or promulgated hereafter.

(b) If either party is, by reason of Uncontrollable Circumstances, force of any applicable law, regulation, court decision or order, including any change therein, required to do any act or made subject to any condition which could prohibit Solid Waste from being disposed of at the Landfill or impact the duties and obligations of either party under this Agreement, the party shall notify the other party. The County and the Franchisee shall meet and negotiate on the continuation of the Agreement and under what terms and conditions the Agreement should or should not be continued. If the Franchisee and County do not agree in writing to continue this Agreement within 90 days after Notice from the Franchisee or such additional time as the parties agree to in writing for negotiations, the Agreement shall terminate.

Nothing in this Section prevents the Franchisee or County (in their sole discretion) from obtaining or seeking modification or repeal of any such law, regulation, decision or order, or shall it restrict either party from contesting the validity thereof. The Agreement shall not terminate under this Section if the Franchisee is in good faith contesting or appealing, any law, regulation, decision or order.

(c) The obligations of Franchisee under this Agreement are subject to Uncontrollable Circumstances. If, as the result of any Uncontrollable Circumstance, Franchisee is unable to meet its obligations under this Agreement, in whole or in part, the Franchisee shall give notice to the County describing in reasonable detail the circumstances. So long as the requirements of this Section 11 are met, Franchisee shall not be considered in default under this Agreement to the extent that performance is prevented or impaired by the occurrence of any Uncontrollable Circumstance. The Franchisee shall use all reasonable efforts to resume its performance at the earliest practicable date and shall notify the County when the effect of the Uncontrollable Circumstance has ceased.

(d) During the period of nonperformance by reason of Uncontrollable Circumstances, Franchisee is not required to pay any fees. As soon as Franchisee resumes disposing of Solid Waste at Landfill, the fees will be required as provided in Section 4. If Franchisee disposes of waste at an alternative landfill for reasons other than those involving Uncontrollable Circumstances, then Franchisee will pay only the Franchise Fee set forth in Section 4(a).

(e) Notwithstanding any contrary provision of this Agreement, the settlement of strikes, lockouts, or other industrial disturbances, and litigation, including appeals, shall be entirely within the discretion of the Franchisee and the Franchisee may make any settlement thereof at any time, and on any terms and conditions, as it deems advisable.

(f) Except as provided in Section 2(d), if during the term of this Agreement the Franchisee is unable to accept Benton County Solid Waste for disposal at the Landfill, Franchisee shall make other permitted landfills available for the disposal of Benton County Solid Waste.

(i) The Tipping Fee for disposal of Benton County Solid Waste shall be no greater than the Tipping Fee charged by Franchisee under this Agreement prior to the Uncontrollable Circumstance that resulted in Landfill being unavailable for the disposal of Benton County Solid Waste.

(ii) If an event under Section 11(f)(i) occurs and has not been resolved within six (6) months of the date of occurrence, and if the Benton County Solid Waste is not taken to a Republic owned or controlled landfill by Republic owned or controlled collectors or haulers, the Tipping Fee charged by Franchisee under this Agreement may be increased to the actual cost to Franchisee for disposal of Benton County solid waste.

(g) In the event this Agreement terminates or the Landfill is unavailable for the disposal of Solid Waste, Franchisee shall notify all franchised haulers of the unavailability of the Landfill to accept Solid Waste. Such notification shall be in writing and shall be made within ninety (90) days of the date the decision is made to terminate this Agreement or from the date Franchisee knows the Landfill will be unavailable for disposal of Solid Waste.

12. Default. The occurrence of any of the following shall constitute a default by Franchisee under the terms of this Agreement.

(a) Failure to Make Any Payments Under Section 4. Payments due under Section 4 of this Agreement are to be made by the twentieth (20th) of each month unless otherwise agreed upon by the parties in writing. Franchisee shall make all payments without County being required to send invoice or notice of the Franchisee's obligation to make such payments.

(b) If Franchisee fails to make any payment due under Section 4 by the twentieth (20th) of each month for more than any two (2) months (consecutive months or nonconsecutive months) in any calendar year, Franchisee shall pay to County one and one-half percent (1.5%) of the payment due.

(c) Except for delays caused by events subject to Uncontrollable Circumstances, the Franchisee shall give County written notice of the failure to perform under any provision of this Agreement. If the failure to perform is not cured within 30 days after written notice of such default has been given by Franchisee, this Agreement shall be in default. If the default cannot reasonably be cured within 30 days, then the Franchisee shall not be in default as long as the Franchisee commences to cure the default within 30 days and diligently and in good faith continues to cure the default. If default cannot reasonably be cured within

six (6) months, the Franchisee and County shall meet and agree upon a termination date for this Agreement or Amendments to this Agreement that will continue the Agreement. If the parties cannot agree, the matter may be submitted to arbitration under Section 10.

13. Miscellaneous.

(a) Amendment. This Agreement may be amended only by a written instrument approved by, and executed by, all parties.

(b) Assignment; Succession. This Agreement binds and benefits the parties and their respective successors and Franchisee's assigns (subject to the following sentence). Franchisee may not sell, convey, transfer or assign the Landfill or any of its rights, interests, or obligations under this Agreement, including to subsidiaries and related parties, without the prior written approval of the Board, which such approval shall not be unreasonably withheld, but may be reasonably conditioned on financial or environmental considerations.

(c) Consent and Approval. Whenever in this Agreement a party's consent or approval is required, the consent or approval shall not be unreasonably withheld or delayed, or made subject to unreasonable conditions.

(d) Counterparts. The parties may execute this Agreement in separate counterparts or copies, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

(e) Negotiated Agreement. The parties recognize, understand, and agree that their own retained attorneys at law have represented each party during the negotiation of this Agreement. Each party has submitted written material to the other. Neither party is deemed to have written this document. It is a negotiated Agreement. If disputes arise concerning the meaning of any word, term, sentence, paragraph, or section, neither party shall be deemed responsible for drafting of this Agreement.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

(g) Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) sent by fax (with written confirmation of receipt), (iii) mailed by certified mail, return receipt requested, or (iv) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and fax numbers set forth below (or to any other addresses and fax numbers a party may designate by notice to the other parties):

County: Benton County Board of Commissioners  
Attention: Chairman of the Board of Commissioners  
P.O. Box 3020  
Corvallis, Oregon 97339-3020  
Fax: (541) 766-6014

Copies to: Benton County Counsel  
P.O. Box 3020  
Corvallis, Oregon 97339-3020

Copies to: Kell, Alterman & Runstein L.L.P.  
Attn: Thomas R. Rask, III  
520 SW Yamhill Street, Suite 600  
Portland, OR 97204

Franchisee: Valley Landfills, Inc.  
Attention: President  
P.O. Box 807  
Corvallis, Oregon 97339  
Fax: (541) 757-0219

Copies to: Valley Landfills, Inc.  
Attention: Corporate Secretary  
18500 N. Allied Way  
Phoenix, Arizona 85054

(h) Section Headings: Construction. The headings of sections in this Agreement are for convenience only and will not affect its construction or interpretation. Any reference to parties in this Agreement is a reference to the parties named on the first page of this Agreement. All references to "section" or "sections" refer to the corresponding section or sections of this Agreement. All words used in this Agreement will be construed to be of the gender or number circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

(i) Severability. If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

(j) Waiver of Compliance. Any failure of any party to comply with any obligation, covenant, agreement, or condition in this Agreement may be waived by the party entitled to the performance of the obligation, covenant, or agreement or who has the benefit of the condition, but the waiver or failure to insist upon strict compliance with the obligation, covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

(k) Entire Agreement. This Agreement (including the documents referred to in this Agreement) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter of this Agreement.

**FRANCHISEE:**

VALLEY LANDFILLS, INC.

By Marieke Curley  
Vice President

I, Marieke Curley, hereby state and affirm that I have executed the foregoing Agreement for and on behalf of Valley Landfills, Inc., an Oregon Corporation, lawfully conducting business in the State of Oregon pursuant to an order or resolution of the corporation's board of directors to enter into such an Agreement.

Marieke Curley  
Vice President, Valley Landfills, Inc.

STATE OF Washington )  
  ) ss.  
County of King )

BEFORE ME, the undersigned authority, on this day personally appeared Marieke Curley, known to me to be the person whose name is subscribed to the foregoing agreement as the Vice President of Valley Landfills, Inc., and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of the corporation; that he/she executed the foregoing agreement by order or resolution of the board of directors of Valley Landfills, Inc., and that he/she signed his/her name to the agreement by reason of the same order or resolution.

SUBSCRIBED AND SWORN to before me this 21<sup>st</sup> day of December, 2020.



Leslie McAllister  
Notary Public for King County  
My Commission Expires: 09-13-2021  
2186 140<sup>th</sup> AVE, Bellevue, WA 98007

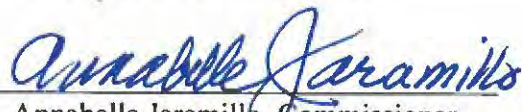


**COUNTY:**

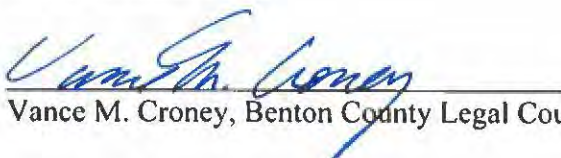
BENTON COUNTY  
BOARD OF COMMISSIONERS

By:   
Pat Malone, Chair

By:   
Xan Augerot, Commissioner

By:   
Annabelle Jaramillo, Commissioner

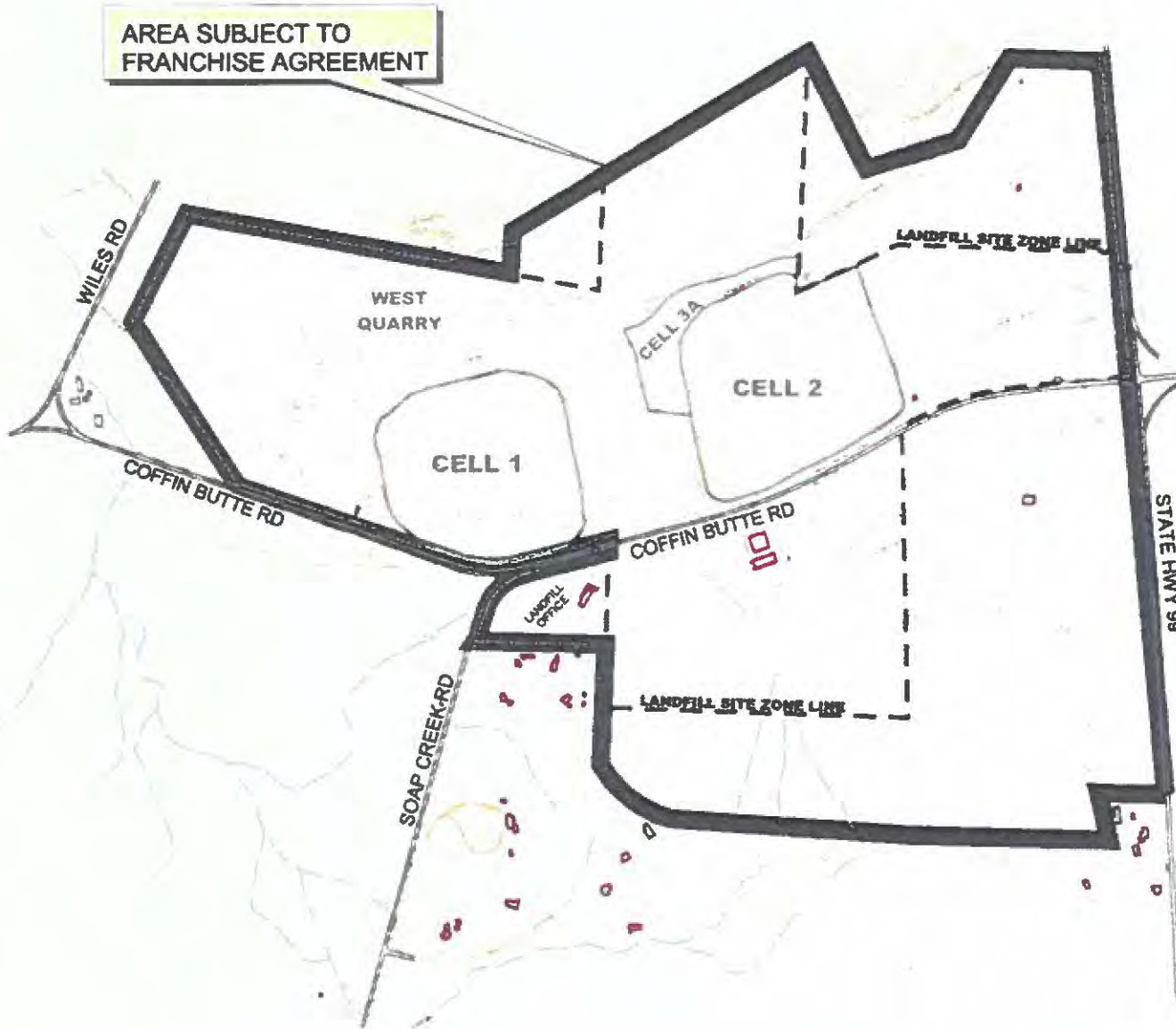
Reviewed as to Form:


  
Vance M. Croney, Benton County Legal Counsel

# Landfill Franchise Agreement

## Exhibit A

11/12/00



 AREA SUBJECT TO FRANCHISE AGREEMENT

 LANDFILL ZONE LINE

 CELL BOUNDARY

 25' CONTOUR

 INTERMITTENT STREAM

 PAVED EDGE

 BUILDINGS



400 0 400 Feet



This map was prepared by Bunker-Quinn GIS as a service to Clatsop and Clatsop Counties.  
It is for informational purposes only and does not represent an official record of any law.  
For all other public information, please contact the appropriate County Department.

**CHAPTER 23**  
**SOLID WASTE MANAGEMENT**

**ADMINISTRATION**

**23.005 Definitions.** As used in BCC Chapter 23:

- (1) **"Council"** means the County Solid Waste Advisory Council established pursuant to this section.
- (2) **"Uncovered Load"** means a load which is:
  - (a) not completely covered on all sides and on the top and bottom and such cover is either a part of or securely fastened to the body of the motor vehicle or trailer,
  - (b) not securely tied to the body of the motor vehicle or trailer so that no piece, article, item or part of such solid waste or recyclable material is not fastened to the body of the motor vehicle or trailer, or
  - (c) not contained in the body of the motor vehicle or trailer, in such a way as to prevent any part of the solid waste or recyclable material from being deposited upon any private or public property, road, right-of-way or driveway within the County.
- (3) **"Department"** means the Benton County Health Department.
- (4) **"Discarded Vehicle"** means any vehicle which does not have a lawfully affixed unexpired license plate and is inoperative, wrecked, dismantled or partially dismantled, abandoned or junked. A "discarded vehicle" is a form of "Solid Waste".
- (5) **"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.
- (6) **"Franchise"** includes a franchise, certificate, contract or license issued by a local government unit authorizing a person to provide solid waste management services.
- (7) **"Hazardous Waste"** means any hazardous waste as defined by ORS 466.005 or wastes found by the franchisee to be hazardous to service workers, service equipment or facilities, or to the public. "Hazardous waste" shall also include "hazardous waste" as defined by other governmental units which have legislative or administrative jurisdiction.
- (8) **"Holder"** means a person to whom the Board has granted a franchise or permit.
- (9) **"Landfill"** means a facility for the disposal of solid waste involving the placement of solid waste on or beneath the land surface.
- (10) **"Permit"** means a limited license to provide only specified recycling or reuse services.
- (11) **"Person"** means any individual or other legal entity.

(12) **"Resource Recovery"** means the process of obtaining useful material or energy resources from solid waste, including source separation and materials or energy recovery.

(13) **"Service"** means the collection, transportation, and disposal of, or resource recovery from, solid waste. "Service area" is the geographic area in which service is provided.

(14) **"Solid Waste"** means all useless or discarded putrescible and nonputrescible 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 semisolid materials, dead animals and infectious waste as defined in ORS 459.386.

(15) **"Solid Waste Management"** means 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.

(16) **"Source Separation"** means the separation of waste materials by the generator in preparation for recycling.

(17) **"Waste"** means material that is no longer directly usable by the source, and which is to be disposed of or may be resource recovered by another person.

(a) The fact some materials have value and may be recovered, reconditioned or resold, does not exempt such materials from the definition of "waste".

(b) Separation of materials from other wastes by the source does not remove the materials from this definition. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 94-0108; Ord. 2000-0165; Ord. 2003-0183]

**23.010 Purpose.** In order to protect the health, safety and welfare of the people of Benton County and to provide a solid waste management program, it is declared to be the public policy of Benton County to regulate solid waste management to:

(1) Provide for a coordinated solid waste management program and administration with cities within Benton County and with other counties or cities under existing and future regional programs.

(2) Provide for cooperation and agreements between Benton County and cities and other counties involving joint or regional franchising of solid waste service.

(3) Provide standards, regulations and franchising to insure the safe and sanitary accumulation, storage, collection, transportation and disposal or resource recovery of solid wastes and insure maintenance of solid waste collection, resource recovery and disposal service.

(4) Encourage research, studies, surveys and demonstration projects to develop a safe, sanitary, efficient, and economical solid waste management system.

(5) Provide research, development and promotion of and public education for technologically and economically feasible resource recovery including recycling and reuse, by and through the franchisees or permittees and other persons.

- (6) Eliminate duplication of service or routes to conserve energy and material resources, reduce air pollution, noise pollution, truck traffic, and increase efficiency, thereby minimizing consumer cost.
- (7) Encourage the use of the capabilities and expertise of private industry and encourage volunteer efforts in accomplishing the purposes of BCC Chapter 23.
- (8) Provide equitable classes of collection rates to classes or users of solid waste services that are just, fair, reasonable, and adequate to provide necessary services to the public, justify investment in solid waste management systems and provide for equipment and systems modernization to meet environmental service requirements and technology.
- (9) Minimize the cost and burden of regulation, administration and enforcement.
- (10) Provide for public input in solid waste management.
- (11) Carry out the local government responsibility and authority for solid waste management under ORS 459, and carry out the mandate for waste reduction under Chapter 773, Oregon Laws, 1979. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2000-0165]

**23.015 Administration.** Administration under the supervision of the Board shall be by the Benton County Health Department under the Administrator or his designee. The following persons and agencies shall assist the Department in carrying out its duties under BCC Chapter 23: The Planning Commission, Development Department (Planning, Zoning and Land Use.); Solid Waste Advisory Council (Solid Waste Management Planning.); Finance Division (Fiscal Management and Rates.); Public Works Department (Public and Private Facilities.); County Counsel, District Attorney and Sheriff (Enforcement). [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2000-0165]

**23.020 Solid Waste Advisory Council Established.** The Board shall create a County Solid Waste Advisory Council in accordance with Benton County Code sections 23.025 through 23.035 and may create a Regional Solid Waste Advisory Council or Committee in cooperation with cities and other counties. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2003-0183]

**23.025 County Solid Waste Advisory Council Membership.**

- (1) The Council shall consist of ten (10) members. All members shall be appointed by the Board and shall be selected as follows:
  - (a) Three (3) members shall be residents of the City of Corvallis;
  - (b) One (1) member from each of the cities of Adair Village, Albany, Monroe, and Philomath. Each member shall be a resident of the represented city; and
  - (c) Three (3) members who reside in the unincorporated areas of Benton County.
- (2) The following persons may be appointed by the Board as ex officio members entitled to participate in proceedings of the Council, but not to vote: the Administrator of the Health Department or his designate; a collection franchise holder; a disposal site franchise holder; a person holding a permit; or a person lawfully engaged in providing recycling or reuse service or the promotion or education for such service. The Board may appoint additional ex officio

members as they see fit. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 95-0115; Ord. 2003-0183]

**23.030 County Solid Waste Advisory Council Terms.** Members shall serve at the pleasure of the Board. The Council shall select its own chairperson and vice chairperson. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 2003-0183]

**23.035 County Solid Waste Advisory Council Duties.** The Council shall assist the Board in planning and implementation of solid waste management. First priority shall be given to those areas assigned by the Board including maintenance of County roads in the vicinity of Coffin Butte and to recycling and reuse and matters related to those areas. The County Solid Waste Advisory Council shall provide input or recommendations to the Board on the use of the host surcharge. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2000-0165; Ord. 2003-0183]

## **FRANCHISES AND PERMITS**

**23.105 Franchise or Permit Required to Provide Service.** No person shall solicit for service customers or provide service in Benton County, without first acquiring a franchise or permit under BCC Chapter 23 unless specifically exempted pursuant to this section. BCC Chapter 23 shall not apply within the limits of an incorporated city, except as may be provided through an agreement with the city. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035]

### **23.110 Exemptions to Requirement for Franchise or Permit.**

(1) The following persons or practices are exempted from the requirements of BCC Chapter 23:

(a) 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.

(b) A religious, charitable, benevolent or fraternal organization, which organization 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 and reuses or recycles totally source separated materials, or operates a collection center for totally source separated materials.

(c) The collection, transportation or redemption of returnable beverage containers under the "Bottle Bill" (ORS Chapter 459).

(d) A producer who transports and disposes of waste created as an incidental part of the regular operation of a licensed auto wrecking business or a janitorial service or a gardening or landscaping service, or a septic tank pumping or sludge collection or disposal service. "Janitorial service" does not include accumulation or collection of wastes produced by a property owner or occupant.

(e) The transportation by a person of solid waste produced by the person to a disposal site or resource recovery site or market. In the case of non-owner occupied property, the exemption applies only to waste which is produced and transported by the occupant of the premises and not by the landlord or property owner or his agent.

- (f) The collection by the County or other subordinate jurisdiction of leaves, street sweepings or similar wastes, and transportation to a disposal site, resource recovery site or market.
- (g) A person engaging in the practice or business of the purchase of totally source separated solid wastes for fair market value, provided, however, that the person shall obtain a certificate from the Department for this service prior to commencing business in the County. Application shall be on forms supplied by the Department, which shall require information sufficient to determine qualifications under this exemption. The application shall be accompanied by a certificate fee. A holder may obtain a certificate under this subsection.
- (h) A collection center for totally source separated materials operated by a nonprofit organization which was organized for one or more solid waste management purposes in addition to other purposes of the organization, provided that the operation has been continuous from January 16, 1981. This exemption terminates upon termination of collection center operations following January 16, 1981. The nonprofit corporate operator of an existing collection center shall apply for a permit from the County within 30 days after the effective date of BCC Chapter 23.
- (2) The following disposal sites are exempted from the requirements of this ordinance.
- (a) A landfill which is used by the owner or person in control of the premises to dispose of rock, soil, concrete or other similar nondecomposable material, unless the site is used by the public either directly or through a collection service.
- (b) A portion of land or a facility specifically possessing a waste water discharge permit pursuant to ORS Chapter 468B and in compliance with all Oregon Environmental Quality Commission regulations on solid waste management.
- (c) Land on which solid wastes are used for fertilizer or for other productive purposes or which are salvageable as such materials are used on land in agricultural operations and the growing or harvesting of crops and the raising of animals. ORS 459.005(24)(b).
- (d) 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.
- (e) A site operated by a wrecker issued a certificate under ORS 822.110. Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2003-0183]

**23.115 Additional Exemptions Upon Application.** In addition to the exemption listed above the Board may grant additional exemptions, as follows:

- (1) An applicant shall obtain an application for exemption from the Department. A completed application shall be filed with the Department.
- (2) Upon twenty (20) days written notice to the applicant and affected franchisees or permittees, a public hearing shall be held before the Board.
- (3) The Department shall review the application and provide information and recommendations to the Board to assist it in reaching a determination.

(4) At the conclusion of the hearing to consider the application, the Board shall make a decision, including written findings, based upon the following factors, among others:

- (a) The purpose stated in BCC 23.010.
- (b) The ability of the existing franchise holders or exemption holders to provide the required service.
- (c) Unnecessary or unreasonable hardships or practical difficulties which can be relieved only by granting an exemption.
- (d) Whether the granting of an exemption will be materially detrimental or have a substantial negative impact on service, consumer rates, or the holder of the service area or service.
- (e) The ability of the applicant to secure the necessary equipment and personnel to provide the service.

(5) The Board's decision shall be mailed to the applicant and affected holders by first class mail. The Board may attach any conditions or limitations to the granting or exercising of an exemption deemed necessary to carry out the purposes and policies of Chapter 23. The Board also may impose additional conditions on an existing holder in this regard. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2000-0165]

## **APPLICATION AND QUALIFICATIONS**

**23.205 Applications Required for Franchises and Permits.** Applications for franchises and permits shall be on forms provided by the Department. In addition to information required on the forms, the Department may require the filing of any additional information it deems necessary to insure compliance with BCC Chapter 23. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035]

### **23.210 Collection Franchise Requirements.**

(1) An applicant for an original collection franchise or for a collection franchise transfer shall demonstrate to the satisfaction of the Board that the applicant:

- (a) Has a majority of the service accounts in the service area for which he has applied, as evidenced by a list of customers served; and
- (b) Has available collection vehicles, equipment, facilities and personnel sufficient to meet the standards established by BCC Chapter 23, ORS Chapter 459 and applicable administrative rules. If the applicant proposes to serve a service area which is wholly or in part under franchise to another person, or to replace such person 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 service; and
- (c) Has sufficient experience to insure compliance with BCC Chapter 23. If the applicant does not have sufficient experience, the Board may require the applicant to submit a corporate surety bond, in the amount of not less than \$500,000.00, guaranteeing full and faithful performance by the applicant of the duties and obligations of a franchisee



under the provisions of BCC Chapter 23 and applicable federal, state and local laws and rules or regulations, and holding Benton County harmless from liability; and

(d) Has in force, or intends to provide for, public liability insurance in the amount of not less than \$2,500,000.00 for injury to a single person, or \$10,000,000.00 for injury to a group of persons and property damage insurance in the amount of not less than \$5,000,000.00, which shall be evidenced by a certificate of insurance or a letter of intent. Upon award of a franchise, any applicant providing only a letter of intent with the application shall provide a copy of a certificate of insurance prior to the effective date of the franchise. The certificate shall name Benton County as an additional insured. The Board may, by order, increase the minimum amount of required insurance to meet inflationary costs; and

(e) When requesting a transfer of franchise, the applicant must submit, as part of the application, a letter from the current franchisee requesting the transfer.

(2) If the applicant is not already serving the area proposed to be served, applicant shall show that:

(a) The defined service area has not been franchised to another person; or

(b) The defined service area is not being presently served by a holder pursuant to any schedule established as part of the franchise in accordance with BCC Chapter 23; or

(c) The defined service area is not being adequately served by a holder and there is a substantial demand from customers within the area for a change of service to that area. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2003-0183]

**23.215 Disposal Site Franchise Requirements.** An applicant for an original disposal site franchise or franchise transfer shall demonstrate, to the satisfaction of the Board:

(1) The type of disposal site and the transfer, disposal, processing or resource recovery method to be employed, together with any proposed special regulations dealing with hazardous wastes or concerning the types of waste that will be accepted at the disposal site; and

(2) That the applicant has available land, equipment, management, facilities and personnel to meet the standards established by BCC Chapter 23, ORS Chapter 459 and applicable rules, and has insurance equal to that required for a collection franchise; and

(3) That the applicant has sufficient experience to ensure compliance with BCC Chapter 23.

(a) If the applicant does not have sufficient experience, the Board may either deny the application or require the applicant to submit a corporate surety bond in the maximum amount of \$10,000,000.00, which guarantees full and faithful performance by the applicant of the duties and obligations of a franchise holder under provisions of Chapter 23, guarantees compliance with all applicable laws, and which holds Benton County harmless.

(b) In determining whether or not a bond is required and the amount necessary, the Board shall give due consideration to the size and type of the site, the solid waste handling methods proposed, the population or type of customers to be served, alternative sites, availability of the bond, cost to the ratepayer, adjacent or nearby land uses, the potential danger of failure of service and such other factors as the Board deems relevant.

(4) If the application is for a transfer of a disposal site franchise, the applicant must submit, as part of the application, a letter from the current holder requesting transfer. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2003-0183]

**23.220 Recycling or Reuse Franchise or Permit Requirements.** The Board shall specify which of the collection franchise requirements, as set forth in BCC 23.210, shall apply to specific permits. In addition:

(1) The Board may include recycling or reuse service or the education or promotion of such service in a collection franchise.

(2) In lieu of a franchise, the Board may issue a limited permit for specified service and subject to such terms and conditions as the Board may impose to carry out the policy, purpose and findings.

(3) Issuance of a recycling or reuse franchise or permit by the Board is discretionary. The grounds for issuance shall be compliance with the requirements specified by the Board. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035]

**23.225 Provisions in Addition to Zoning Code.** The above franchise requirements are in addition to any provisions of the Benton County Zoning Code that may be applicable. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0002; Ord. 86-035]

**23.230 Investigation and Findings for Franchise or Permit.**

(1) Generally applications shall be reviewed by the Department, which shall make such investigation as it deems appropriate. The Department shall give written notice of any application to affected holders. In addition, the following specific requirements apply where appropriate:

(a) Collection Franchises. Upon the basis of the collection franchise application, evidence submitted and results of investigation, the Department shall make a finding on the qualifications of the applicant and shall determine whether additional areas should be included or additional service or equipment should be provided.

(b) Disposal Site Franchises. Upon the basis of the disposal site application, evidence submitted, and results of any investigation, the Department shall make a finding 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 shall make findings as to whether or not the site is economically feasible, whether or not the site may be integrated with existing private or County-owned or operated sites, and, further, whether the site complies with all rules and regulations adopted pursuant to BCC Chapter 23 or ORS Chapter 459. The Board may impose any conditions deemed necessary to carry out the purposes and policy of this Section.

(2) On the basis of these findings, the Department shall recommend to the Board whether or not an application should be granted, denied, or be modified. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035]

**23.235 Public Hearing on Franchise or Permit.**

- (1) The Board shall conduct a public hearing to consider an application within 30 days of receipt of the Department's recommendation.
- (2) Notice shall be served on the applicant and any affected holder, and shall be published once in a newspaper of general circulation within the franchise area not more than ten (10) nor fewer than seven (7) days preceding the hearing.
- (3) The Board's decision shall be supported by written findings. The determination of the Board after conclusion of the public hearing shall be final.
- (4) If the Board order rejects all or part of the application for a franchise or permit, the applicant may not submit another application for the same service area, or a portion thereof, or the same disposal site, for a period of six (6) months, unless the Board finds that the public interest requires reconsideration within a shorter period of time.
- (5) Upon receipt of the order granting a franchise or permit, the applicant shall enter into a written franchise or permit with Benton County. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-023, Ord. 86-035; Ord. 2003-0183]

**TERM; RENEWAL**

**23.305 Renewal of Franchise or Permit.**

- (1) Renewal of any franchise or permit shall be based on an application filed with the Department. The procedure for review, renewal, approval and denial shall be as set forth above for the granting of the franchise or permit. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035]

**23.310 Term of Franchise or Permit.** (1) Unless the Board finds in writing that a longer or shorter term is required in the public interest:

- (a) The term of a collection franchise shall be ten (10) years.
  - (b) The term of a disposal site franchise shall be determined by the Board upon recommendation of the Department. The recommendation shall be based upon site longevity, population to be served, and probable use, and shall not exceed twenty-five (25) years.
  - (c) The term of a permit shall be determined by the Board upon recommendation of the Department. The recommendation shall be based upon achieving the purposes in BCC 23.010.
- (2) The Board or holder may reopen a franchise or permit during its term for a change in provisions, or for negotiation of an early renewal. The change or renewal shall require the mutual approval of both the Board and the holder.
  - (3) The terms of a franchise or permit shall be binding upon a holder, its heirs, successors or assigns.
  - (4) A franchise or permit granted pursuant to BCC Chapter 23 shall be inoperative unless the holder files with Benton County a written acceptance within thirty (30) days of issuance. Upon the filing of such written acceptance, a franchise or permit and the written acceptance shall

constitute a contract between Benton County and the holder, terminable only as provided by BCC Chapter 23. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035]

**23.315 Transfer of Pledge for Franchise or Permit.**

- (1) A franchise or permit shall not be sold, transferred or assigned to another person without prior written approval of the Board.
- (2) A person desiring a franchise or permit transfer shall submit an application to the Solid Waste Advisory Council on forms provided by the Department. The Council shall review the application at a public meeting and forward a recommendation to the Board of Commissioners. The Board shall then hold a public hearing and vote to approve or deny the request.
- (3) A pledge of a holder to secure financing shall be considered to be a transfer of the franchise or permit and shall be reviewed for approval as a transfer.
- (4) The term of the transferred franchise or permit shall continue for the same period as the original franchise or permit. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035]

**DUTIES AND RESPONSIBILITIES OF HOLDER**

**23.405 Hold Harmless.**

- (1) The privileges granted to a holder are upon the express condition that the holder shall be liable for all damages or injuries to persons or property caused by the negligence or mismanagement of the holder or any of its employees while engaged in the business under the terms of the franchise or permit. Should Benton County, or any of its officers, agents or employees in the scope of their employment be sued for damages caused wholly or in part by the operations of a holder under the terms of the franchise or permit, the holder shall be notified in writing of such suit and it shall be the holder's duty to defend or settle the suit. Should judgment go against Benton County, its officers, agents or employees, the holder shall further indemnify the County for costs and attorney's fees. The record of judgment against Benton County, or any of its officers, agents or employees, in such a case shall conclusively entitle Benton County, its officers, agents or employees to recover against the holder.
- (2) The holder shall covenant to purchase an indemnity insurance policy with a company licensed to do business in the State of Oregon with limits of liability specified in BCC 23.210(d) which policy shall name Benton County, its officers, agents and employees as the additional insured. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035]

**23.410 Service to be Provided by Holder.**

- (1) A collection franchise holder shall provide for solid waste collection at least once weekly unless otherwise authorized by the Board or Department. In addition to serving regular customers, the holder shall pick up and haul away all solid waste at the request of any resident of Benton County in holder's service area. The Board may specify when remote, sparsely populated areas will be served and the service frequency. A holder shall not, without good cause, as determined by the Department, refuse to provide service to any person living or conducting business within its area in Benton County; except under one or more of the following conditions:

- (a) Upon nonpayment or incomplete payment of a billing for service within the time provided in the bill, provided that holder sends a written ten day (10) notice to the customer that service will be terminated unless full payment is made.
  - (b) Upon refusal by a customer to pay any required advance payment for service, or, if provided in the rate schedule, a charge for reinstating service after discontinuance for nonpayment; or a charge for starting a new service. A holder may bill up to three (3) months in advance for service to reduce bad debt costs charged to ratepayers and to reduce administrative costs.
  - (c) Where street or road access is blocked.
  - (d) Where excessive weather conditions, as determined by a holder, render the providing of service hazardous to the persons actually providing the service or to the public.
  - (e) Where collection is prevented by an act of God, public enemy or vandal.
  - (f) Where a customer violates service standards in BCC 23.705.
- (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 workmanlike manner; transport all liquids in a watertight, drip-proof container; and provide equipment that meets all applicable laws, codes, regulations and standards.
- (3) A holder shall resource recover collected wastes or dispose of them in a disposal site approved by the Department of Environmental Quality.
- (4) The Board may require a collection franchise holder to contract with a disposal site for the right to dispose of wastes collected during the term of the franchise, including renewals.
- (5) Equipment and work supplied by any holder shall meet the reasonable satisfaction of the Department. The Department shall not make any unreasonable or arbitrary demands upon the holder.
- (6) The permit holder shall comply with service conditions imposed by their permits.
- (7) A disposal site franchise holder shall supply disposal services covered by its permit to those persons who contract for disposal, handling, or recovery of solid wastes collected under a franchise, license or permit; to those local government units and public agencies located within Benton County for wastes generated by activities of such units or agencies; and, subject to limitation by the Board, members of the general public hauling wastes generated by such person and not collected from other persons.
- (8) All service under a franchise or permit shall be subject to applicable laws and regulations, and to permit conditions and decisions of administrative, legislative and judicial agencies having jurisdiction.
- (9) A disposal site franchise holder shall not discontinue required service without ninety (90) days written notice to the Board and to any collection franchise or permit holders having a contract to use the site. Board approval shall be obtained before such discontinuance. This paragraph does not apply to discontinuation of service pursuant to subsections 1-8 of this section.

(10) No holder is required to store, collect, transport, dispose of or resource recover any hazardous waste. A holder may engage in one or more of those activities apart from BCC Chapter 23 as long as such activity is in compliance with all applicable local, state, and federal laws.

(11) Except as provided in subsection 8 above, where a governmental unit or agency is the landlord of any disposal site, the holder shall comply with all requirements imposed by such governmental unit or agency.

(12) A holder may subcontract with another person to provide service upon obtaining written permission from Benton County; provided, however, that the holder remains responsible for service.

(13) A holder shall make the payments as provided promptly as they become due. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035; Ord. 2003-0183]

**23.415 Preventing Interruption of Service.** Each holder shall agree in writing and it shall be a condition of the franchise or permit that whenever the Board determines that the failure of service, or threatened failure of service, would result in creation of an immediate and serious health hazard or serious public nuisance, the Board may, after a minimum of twenty-four (24) hours written notice to the holder authorize County personnel or other persons to temporarily provide the service or to use and operate the land, facilities or equipment of the holder. The Board may authorize whatever expenses are necessary to operate such land, facilities or equipment consistent with BCC Chapter 23. The Board shall return any seized property and business upon the abatement of the actual or threatened interruption of service. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035]

#### **23.420 Fees.**

(1) The holder of any franchise or permit granted pursuant to BCC Chapter 23 shall pay the following fees:

(a) Except as provided below, a collection franchise holder shall pay a fee not to exceed five (5) percent of the gross cash receipts from franchised collection service.

(b) A disposal site franchise holder shall pay an annual franchise fee. The franchise fee shall be set by agreement.

(c) A recycling or reuse permit holder shall pay an annual fee. The Board may waive this fee in order to promote reuse or recycling. Where recycling or reuse services are provided by a collection franchise, the collection franchise holder shall pay the same annual fee as for a recycling or reuse permit and such service shall not be included in the percentage of gross receipts established above for a collection franchise.

(2) The collection franchise fee shall be computed and be payable to Benton County quarterly within thirty (30) days from the end of the calendar quarter. The fee shall be accompanied by a sworn statement of gross receipts. Each collection franchisee shall maintain sufficient books and records to disclose the gross receipts from the service area and shall make such books and records available at reasonable times and places for audit by authorized personnel of Benton County. The Board may specify reasonable requirements for keeping such books and records.

(3) Where reasonably required by the Board, the holder of a disposal site franchise or a permit shall maintain books and records disclosing gross receipts at the disposal site or under the

permit, which books and records shall be available at reasonable times and places for audit by authorized personnel of Benton County, subject to the terms of the franchise agreement.

(4) Subject to the requirements of the local budget law and other applicable laws, fees, other than host surcharges, collected under this section shall be used for the administration of BCC Chapter 23, for solid waste nuisance abatement, or for promotion or provision of source reduction, recycling, reuse or resource recovery, or for other solid waste management expenses of Benton County. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035; Ord. 2000-0165]

## **RATES**

### **23.505 Rate Structure.**

(1) A holder may charge and collect reasonable compensation from persons to whom it furnishes services. The term "reasonable compensation" may be defined by the Board after a study and consideration of rates for similar service under similar conditions in other areas, and as affected by local conditions, and which allows a holder to earn a reasonable rate of return. This subsection shall not apply to disposal site franchise holders.

(2) Benton County reserves the right to examine the rate structure of a collection franchise holder only, at any time during the period or a franchise/permit and to make rate changes which, in the discretion of the Board, are reasonably required. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035; Ord. 2000-0165]

### **23.510 Procedure for Rate Change.**

(1) A holder shall provide the Board with a certified copy of its published rate schedule, setting out the rates for all its operations. A holder shall file with the Board a new or revised rate schedule at least ninety (90) days prior to any contemplated change.

(2) The schedule shall be examined by the Board in a public hearing. The Board may either approve or deny the rate change, or may request additional information from the holder. It shall be approved by the Board thirty (30) days before the effective date, unless the delay is caused by failure of the Board to meet or obtain a quorum to conduct business.

(3) Notification of the decision of the Board shall be made to the holder by certified mail.

(4) In the event of disapproval, a holder shall not put the new rate schedule into effect, but may file with the Board further information to justify the rate schedule changes. Upon the receipt of the new information, the Board shall determine whether it will rehear the request.

(5) The Board may require annual statements and other records to be furnished to the Board to carry out the intentions of this section.

(6) In the event of approval of a revised rate schedule, the revised rate schedule shall not apply to persons and groups who have an advance payment agreement with the franchisee or permittee until the normal expiration of the advance payment agreement.

(7) The maximum approved rates in effect shall be subject to review and change only one time in a calendar year beginning January 1st; provided:

(a) Upon application and without prior notice, the Board may, by order, grant an interim or emergency rate for new, special or different service. The Board may specify

the duration of the rate or continue it until final determination by the Board on the next overall rate adjustment.

(b) In addition to an annual rate adjustment, a supplemental rate adjustment may be requested when the cost of service is increased due to compliance with governmental regulations; or when there is substantial increase in a single expense that was not anticipated at the time of the last rate adjustment; or when the total cost of service exceeds projected costs by five (5) percent or more.

(8) The Board shall support a decision to revise rates with findings of fact. In making its findings, the Board may consider rates charged by other persons performing the same or similar service. The Board shall give due consideration to current and projected revenue and expense; actual and overhead expense; the cost of acquiring and replacement of equipment; management costs; the cost of providing for future, added or different service; promotion and provision of source separation services; a reasonable return to holder for doing business; research and development; systems to avoid or recover the costs of bad debts; interest payments; and such other factors as the Board deems relevant.

(9) Subsections 1 through 8 shall not apply to disposal site franchise holders. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035; Ord. 2000-0165; Ord. 2003-0183]

**23.515 Penalty Fee for Uncovered Loads.** Disposal sites may apply a penalty fee for uncovered loads. [Ord. 2000-0165]

## **OVERSIGHT AND ENFORCEMENT**

**23.605 Accounting Records.** The holder shall keep a complete and accurate set of books which shall reflect the gross receipts from service rendered inside Benton County outside the boundaries of incorporated cities. These books shall be balanced at least annually. A statement showing the basis for the quarterly fee payment shall be furnished to Benton County on each payment date. Benton County shall have the right to inspect the books and records of a holder at all reasonable times and places, and a holder shall render all reasonable assistance to Benton County, its officers, agents and employees when Benton County desires to audit or inspect the books and records. This section shall not apply to disposal site franchise holders. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035; Ord. 2000-0165]

### **23.610 Enforcement and Penalties.**

(1) If the holder fails to promptly comply with any duty imposed, then Benton County may, after written notice to the holder and a reasonable opportunity to comply, proceed to perform the duty at the cost of the holder, which shall immediately become liable to Benton County for all expenses incurred by Benton County in fulfilling the obligation.

(2) The Board reserves the right to make further regulations as deemed necessary to protect the welfare of the public.

(3) A holder shall at all times be subject to applicable laws of the State of Oregon. A violation of state law if found by the Board to be substantial and material to the policy of this ordinance, may be deemed by the Board as a breach of the franchise or permit.



(4) A waiver by Benton County of a breach of any term of a franchise or permit or BCC Chapter 23 shall not operate as a waiver of a subsequent breach.

(5) If a holder breaches in any of the terms or payments required under the terms of BCC Chapter 23, and such default continues for a period of ten (10) days after receipt of written notification sent by certified mail by the Department, then Benton County may revoke the franchise or permit and the holder shall cease any solid waste service. This subsection shall not apply to disposal site franchise holders.

(6) Where a breach occurs for reasons not within the control of holder, such as lack of specialized equipment, personnel or similar reasons, the Board shall give a holder reasonable opportunity to comply before revoking the franchise or permit. This subsection shall not apply to disposal site franchise holders.

(7) Should a holder become insolvent, or acquire financial or legal encumbrances which materially affect its ability to comply with the terms of its permit or franchise or the requirements of BCC Chapter 23, Benton County may revoke the franchise or permit, and any other agreements entered into concerning solid waste management.

(8) Violation of BCC Chapter 23 shall be deemed to be a violation of County laws and is punishable upon conviction by a fine of not more than \$500.00; provided, however, that each day of continued violation is a separate offense and is separately punishable, but may be joined in a single prosecution. In addition, Benton County shall have the right to pursue any other remedy provided to it in law or in equity. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035; Ord. 2000-0165]

### **23.615 Appeals.**

(1) An action of a holder under BCC Chapter 23 may be appealed to the Department.

(2) An action of the Department under BCC Chapter 23 may be appealed to the Board.

(3) Disputes arising under a collection franchise or permit or BCC Chapter 23 between Benton County and a holder or applicant shall be subject to judicial review in the Circuit Court of the State of Oregon for Benton County. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035; Ord. 2000-0165]

## **RESPONSIBILITIES OF SERVICE USERS**

### **23.705 Public Responsibilities.**

(1) No person shall place hazardous wastes out for collection or disposal by the collection franchise holder nor place it into any solid waste container supplied by the holder without prior notice to, and written approval from, the holder. Prior to the notice to the collection franchise holder, a person wishing to have such wastes collected shall obtain the approval of the disposal site franchise holder. Where required, an additional approval shall be obtained from the local governmental unit having jurisdiction over the disposal site. This disposal approval shall be in writing, signed by the person designated by the disposal site or local government unit affected. Either the holder or the disposal site or the local government unit having jurisdiction of the disposal site may require written authorization from the Oregon Department of Environmental Quality for the handling of hazardous wastes. This subsection does not apply to household waste generated by a single family residential dwelling unit.

(2) No person shall accumulate or store wastes in violation of the Benton County Nuisance Abatement Section or in violation of regulations of the Oregon Environmental Quality Commission.

(3) A franchisee is not required to service an underground container unless the person responsible for it places the can above ground prior to collection.

(4) No person shall, unless permitted by a holder, install or use any container of one yard or greater capacity for pickup by a holder, other than those supplied by a holder. The purpose of this subsection is to insure safe equipment, sizes and weights and facilitate holders utilizing the most efficient collection equipment and methods. Rates for use of a holder's containers and drop boxes shall be included in the adopted rate schedule.

(5) No person shall locate a solid waste container for residential collection service behind any locked or latched gate or inside of any structure unless authorized by the franchise holder. No person shall block the access to a receptacle.

(6) Each customer shall provide safe and reasonable access to the solid waste or solid waste container to a holder's employees.

(7) No container designed for mechanical pickup shall exceed safe loading weights or volumes as established by a holder to protect service workers, the customer, and collection equipment.

(8) No unauthorized person shall utilize, or remove material from, a solid waste collection container without permission of the owner of the container. For purposes of this section, a holder is the "owner" of containers supplied by the holder.

(9) No person shall remove solid waste disposed for collection and resource recovery except the disposer or a holder. This subsection does not apply to the purchase of materials for fair market value under a certificate issued pursuant to BCC 23.110(3), or by a person exempt under BCC 23.110(1) where placed out for collection by such person.

(10) Where a customer requires a large volume or special type of service requiring substantial investment in equipment, a holder may require a contract with the customer to finance such equipment. The purpose of this subsection is to assure that any specialized equipment not become a charge against other ratepayers. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035; Ord. 2003-0183]

**23.710 Ownership of Wastes.** Unless exempted under this ordinance, solid waste placed out for collection by another person is the property of the holder designated by the Board to provide service for that area. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035]

**23.715 Responsibility for Payment for Service.** A person who receives service shall be responsible for payment for the service. The landlord of any premises shall be responsible for payment for service provided to that premises if the tenant does not pay for the service. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035]

M 278438-99

AFTER RECORDING, RETURN TO:

Valley Landfills Inc.  
P.O. Box 807  
Corvallis, Oregon 97339

Until a change is requested,  
all tax statements shall be sent to:

Valley Landfills Inc.  
P.O. Box 807  
Corvallis, Oregon 97339

**STATUTORY WARRANTY DEED**

Valley Landfills Inc., an Oregon Corporation, who took title as Valley Landfills Inc., an Oregon Corporation ("Grantor"), conveys and warrants to Valley Landfills Inc., an Oregon Corporation ("Grantee") the real property described on the attached Exhibit A, free of encumbrances except easements, covenants, conditions, restrictions and encumbrances of record.

The true consideration for this conveyance is the correction of vesting.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 16th day of August, 1999.

Valley Landfills Inc.  
By: [Signature]  
Name/Title: Duane Sorensen, President

TICOR TITLE INSURANCE CO. 80-617

STATE OF OREGON

ss

County of Benton

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 1999, by Duane Sorensen, as President of Valley Landfills, on its behalf.

[Signature]  
Notary Public for Oregon

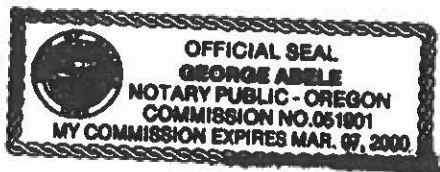


EXHIBIT C

10-4-10

**EXHIBIT A**

**Legal Description**

Beginning at the point of intersection of the centerline of Benton County Road No. 642 and the West line of the Monroe Hodges Donation Land Claim No. 46 in Section 18, Township 10 South, Range 4 West, Willamette Meridian, Benton County, Oregon; running thence South 3°33' East along the West line of said Donation Land Claim No. 46, 1,778.33 feet, more or less, to an iron pipe; thence North 89°52' West 1,897.40 feet to a point which is South 89°52' East, 142.00 feet from the Southeast corner of the Joseph T. Hughart Donation Land Claim No. 61; thence due North 1,003.34 feet to the centerline of said County Road No. 642; thence Northeasterly along the centerline of said County Road No. 642, 1,966.00 feet, more or less, to the point of beginning, in the County of Benton and State of Oregon.

273799

STATE OF OREGON } ss.  
County of Benton

I hereby certify that the within instrument  
was received for record

'99DEC30 PM 1:22

AND  
ASSIGNED **M278438** 1999

In the microfilm records of said county

Witness My Hand and Seal of County Affixed

JOHN K. ANDERSON

County Administrative Officer

By William Herring  
38073 Deputy

M-92809-87

### Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, That PHILLIP M. PROPHETT and EDITH B. PROPHETT, husband and wife, hereinafter designated as grantor convey to VALLEY LAND FILLS, INC., an Oregon corporation, all that real property situated in Benton County, State of Oregon, described as:

--Beginning at the point of intersection of the centerline of Benton County Road No. 642 and the West line of the Monroe Hodges Donation Land Claim No. 46 in Section 18, Township 10 South, Range 4 West, Willamette Meridian, Benton County, Oregon; running thence South 3°33' East, along the West line of said Donation Land Claim No. 46, 1,778.33 feet, more or less, to an iron pipe; thence North 89°52' West 1,897.40 feet to a point which is South 89°52' East, 142.00 feet from the Southeast corner of the Joseph T. Hugharts Donation Land Claim No. 61; thence due North, 1,003.34 feet to the centerline of said County Road No. 642; thence Northeasterly along the centerline of said County Road No. 642, 1,966.00 feet, more or less, to the point of beginning, in the County of Benton and State of Oregon.---

SUBJECT TO:

1. Rights of the public in roads and highways.
2. Grant of an easement to construct and maintain an electric transmission line from Jakob Rohner, Bertha Rohner, husband and wife, to Benton-Lincoln Electric Cooperative, Inc., a corporation, recorded August 4, 1941 in Book 98, Page 446(a) Deed Records.
3. Conditions and restrictions, including the terms and provisions thereof, in deed from U.S. of A. to Bernard W. Hanson, recorded February 25, 1949 in Book 125, Page 647, Deed Records.
4. Powerline easement, including the terms and provisions thereof, granted to Consumers Power, Inc., recorded in Book 171, Page 537, Benton County Deed Records.
5. Any encumbrances placed upon or suffered to be placed upon the above-described property after the date of execution of this Deed by any person or entity other than Grantor.

and covenant that grantor is the owner of the above described property free of all encumbrances except as above stated, and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$70,000.00  
 Dated this 27th day of May, 1977.

*Phillip M. Prophett* (SEAL)  
 Phillip M. Prophett  
*Edith B. Prophett* (SEAL)  
 Edith B. Prophett

CALIFORNIA  
 STATE OF ~~OREGON~~ } ss.  
 County of San Diego

Personally appeared before me the above-named and identified PHILLIP M. PROPHETT and EDITH B. PROPHETT, husband and wife, and acknowledged the foregoing instrument to be their voluntary act.

*Herman Snyder*  
 NOTARY PUBLIC FOR ~~OREGON~~ California  
 My Commission Expires *May 4, 1981*

*May 27*, 1977.  
 Until a change is requested, all tax notices concerning the above-described property shall be sent to the Purchaser

THOMPSON SNYDER  
 ATTORNEY AT LAW  
 CORVALLIS, OREGON  
 at: P.O. Box 1  
 Corvallis, Or. 97330

Valley Landfills, Inc  
PO Box 807  
Corvallis, Or 97339

STATE OF OREGON } 085377  
County of Benton }

I hereby certify that the within  
instrument was received for record

'87 AUG 14 AM 8 51

and assigned No 52809 1987

In the Microfilm records of said county  
Witness My Hand and Seal of County Affixed

DANIEL G. BURK  
DIRECTOR OF RECORDS & ELECTIONS

By *Margaret M. [Signature]*  
Deputy

ENVIRONMENTAL LIABILITY TRUST AGREEMENT

TRUST AGREEMENT, entered into as of this 3rd day of March, 1999, by and between Valley Landfills, Inc., an Oregon corporation as grantor ("Grantor"), and Copper Mountain Trust Corp. an Oregon corporation, as trustee ("Trustee"), for the benefit of Waste Control Systems, Inc. and Subsidiaries, an Oregon corporation ("WCSI"), as a named Beneficiary; and BENTON COUNTY, OREGON, a political subdivision of the State of Oregon ("Benton County"), as a named Beneficiary.

RECITALS

A. Benton County is the governmental entity that has responsibility and authority to issue a franchise for any solid waste management facilities in Benton County, Oregon. Coffin Butte Landfill ("Facility") is a solid waste disposal site in Benton County, Oregon. Benton County awarded a franchise to Valley Landfills, Inc. to operate Facility, pursuant to BCC (Chapter 23, Solid Waste Management) and ORS 459.017.

B. Grantor desires to establish a trust fund in accordance with the provisions of this agreement for the purpose of providing financial resources to indemnify the Grantor and named Beneficiaries for environmental liability expenses that are not covered by insurance policies held by the Grantor and to assure the continued operation of the facilities for the disposal of solid waste in Benton County, Oregon.

C. Benton County desires to secure by this Agreement, Grantor's agreement to establish and fund an environmental liability trust pursuant to Benton County order of rate increase dated November 22, 1989.

## A G R E E M E N T S

In consideration of the mutual covenants contained herein, Grantor and Trustee agree as follows:

1. Name of Trust. This Trust shall be called the Coffin Butte Landfill Environmental Liability Trust.

2. Establishment of Fund.

2.1 Grantor established this Trust for the purpose of complying with the Benton County order of rate increase dated November 22, 1989.

2.2 Grantor shall pay to the Trust One Dollar (\$1.00) per ton for all solid waste received at the Facility, and subject to a disposal fee charge. The amounts received, together with any other property or assets hereafter transferred by Grantor or others to Trustee and accepted by Trustee for administration as provided in this Agreement, the proceeds, investments and reinvestments of such property, and the accumulated income from such property, shall constitute the Fund as that term is used herein. Grantor, in collecting in the form of disposal fees and remitting to the Trust the above per ton amount, is acting as an agent of the Trust, and has no ownership in or right to use such funds for any other purpose. Such funds are due and payable to the Trust within 30 days of collection of such funds as disposal fees.



2.3 It is the intent of the Grantor to accumulate a Fund sufficient to carry out the purposes of this Trust Agreement. Pursuant to this intent, collections by Grantor, (or any successors or assigns) shall continue as prescribed in section 2.2. The Grantor shall provide the Beneficiaries of this Trust Agreement with a summary of the assets and liabilities of the Trust Agreement Fund annually, for the life of the Trust Agreement. If the Grantor, after consultation with the Beneficiaries, believes the Trust Agreement Fund is not sufficient to carry out the purpose of this Trust Agreement, the Grantor shall request an increase in the rate of disposal from the Benton County Board of Commissioners. If the Grantor, after consultation with the Beneficiaries, believes the Trust Agreement is sufficient to meet the purposes of this Trust Agreement, the Grantor shall request a decrease in the disposal rate from the Benton County of Board of Commissioners. If, at any time subsequent to a rate decrease pursuant to this Section 2.3, the Grantor believes the fund is not sufficient to carry out the purposes of this Agreement, the Grantor shall request an increase in the rate from the Benton Board of Commissioners. Nothing in this Section 2.3 shall be construed to alter the duties of the Trustee to maximize the fund at all times, pursuant to the requirements of this Agreement.

3. Purpose of Trust.

3.1 The purpose of this trust shall be to provide financial resources to the extent of the trust net assets solely to indemnify the Grantor and Beneficiaries of the Trust, regardless of fault but excluding intentionally harmful or fraudulent acts by the Grantor or Beneficiaries, from the following:

(1) Sums the Grantor or Beneficiaries become obligated to pay as damages or losses, damages incurred by the Beneficiaries, and sums authorized to be paid by Trustee in mitigation of damages or in settlement of claims made during the term of the Agreement, because of bodily injury or property damage arising out of the actual, alleged or threatened discharge, disposal, release or escape of pollutants at or from the Facility during or prior to the term of this Agreement, which claims are not otherwise covered by any insurance policies insuring the Grantor or Beneficiaries, and

(2) Sums the Grantor or Beneficiaries become obligated to pay as a result of a written order from the Oregon Department of Environmental Quality (DEQ) or its successor, due to actual, alleged or threatened discharge, disposal, release or escape of pollutants at or from the Facility during or prior to the term of this Agreement. Upon the issuance of a DEQ order, this Trust will become the mechanism for Grantor or Beneficiaries to meet any DEQ financial assurance requirements for Corrective Action as defined in OAR 340-94-140, and

(3) Reasonable attorneys' fees, as determined by Trustee, for retained outside counsel and costs, other than the salaries and out-of-pocket costs of Grantor and Beneficiaries and their employees, expended to defend any claim or suit for which payment would be required under Section 3.1 (1) of this Agreement, even if the claims or allegations are groundless or fraudulent.

This Trust and the Fund shall not be used to finance any other activities or for any other purpose. This Trust does not constitute, in any regard, an admission of Grantor or any Beneficiary of liability for claims arising out of the actual,

alleged or threatened discharge, disposal, release or escape of pollutants at or from the Facility during or prior to the term of this Agreement.

3.2 For the purposes of the Trust Agreement, the following definitions shall apply:

(1) "Bodily injury" means bodily injury, sickness or disease sustained by a person or animal, including death, for which the Grantor or Beneficiaries are obligated to pay damages by reason of the assumption of liability in a contract or settlement agreement, which has been approved in writing by Trustee, and which is otherwise an expense intended to be covered by this Trust. "Bodily injury" does not include bodily injury for which the Grantor or Beneficiaries are obligated to pay under any judgment or settlement agreement dated prior to the Effective Date of this Trust Agreement.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

(2) "Claim" means a written claim in which damages resulting from bodily injury or property damage to which this Trust applies are alleged, including, without limitation, any written demand, order or instruction from any government entity that Grantor or others test for, monitor, cleanup, remove, extract, contain, treat, detoxify, or neutralize pollutants. Testing and monitoring in the normal course of operations in accordance with Grantor's DEQ disposal permit is excluded from the meaning of claim under this paragraph.

(3) "Effective Date" means January 1, 1990.

(4) "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odor, dust, vapor, soot, fumes, airborne particles, acids, alkalis, chemicals and waste.

(5) "Property damage" means: (a) Physical injury to tangible property, including all resulting loss of use of that property; (b) loss of use of tangible property that is not physically injured; (c) damage or decrease in value to real or personal property owned by the Grantor or Beneficiaries or others; and (d) any loss, cost, or expense arising out of any governmental direction or request or other independent determination that Grantor or others test for, monitor, clean up, remove, extract, contain, treat, detoxify or neutralize pollutants at or near the Facility, whether or not such action is taken voluntarily or pursuant to an order, and specifically includes property damage for which the Grantor or Beneficiaries are obligated to pay damages by reason of the assumption of liability in a contract or settlement agreement, which has been approved in writing by Trustee, and which is otherwise an expense intended to be covered by the Trust. "Property damage" does not include property damage for which the Grantor or Beneficiaries are obligated to pay under any judgment or settlement agreement dated prior to the Effective Date of this Trust Agreement.

(6) "Suit" means a civil proceeding in which damages because of bodily injury or property damage to which this Trust applies alleged, including an arbitration proceeding, alleging such damages to which the Beneficiaries must submit or submit with consent from Trustee.

(7) "Waste" means all materials specified in ORS 459.005(24) and includes, but is not limited to, debris and materials to be recycled, reconditioned or reclaimed.

(8) "Fund" means the amounts received from Valley Landfills, Inc. pursuant to section 2.1 of this Agreement, together with any other property hereafter transferred by Valley Landfills, Inc. or others to the Trustee and accepted by the Trustee for administration, as provided in this Agreement, the proceeds, investment and reinvestments of such property, and the accumulated income from such property.

4. Beneficiaries.

4.1 The Beneficiaries of this Trust and the Fund shall be:

(1) The Grantor, its present, past and future shareholders, officers, directors, employees, agents, and subcontractors, even though they may not be such at the time of the incident giving rise to a claim for indemnification or at the time of the claim of indemnification, and any company, its present, past and future officers, directors, shareholders, employees, agents and subcontractors, that acquires Grantor and its assets after the Effective Date of this Agreement, even though they may not be such at the time of the incident giving rise to a claim for indemnification or at the time of claim for indemnification.

(2) WCSI, its present, past and future shareholders, officers, directors, employees, agents and subcontractors, even though they may not be such at the time of the incident giving rise to a claim for indemnification or at the time of the claim for indemnification, and any company, its present, past

and future officers, directors, shareholders, employees' agents and subcontractors, that acquire WCSI and its assets after the Effective Date of this Agreement, even though they may not be such at the time of the incident giving rise to a claim for indemnification or at the time of the claim for indemnification.

(3) Benton County, its present, past and future elected and appointed officials, employees, agents, subcontractors and officers, even though they may not be such at the time of the incident giving rise to a claim for indemnification or at the time of the claim for indemnification.

All those identified by this Section shall be referred to collectively as the "Beneficiaries."

4.2 Any rights or duties specifically assigned in this Trust Agreement to the Beneficiaries applies as if each Beneficiary were the only Beneficiary and separately to each Beneficiary against whom claim is made or suit is brought.

5. Insurance Adjuster. Trustee may at it's option employ an insurance adjuster for the purpose of advising Trustee regarding requests for distributions during the term of the Trust. The insurance adjuster shall be experienced in evaluating insurance and/or self-insurance claims of the nature and kind for which this Trust was established. The insurance adjuster shall not be affiliated with or have any beneficial interest in any insurance company or any Beneficiary of this Trust. Trustee shall have sole discretion and authority to determine the amount, type, priority and allocation among the Beneficiaries of distributions made under this Trust Agreement and the Insurance adjuster shall only advise Trustee as to such matters. Trustee shall be fully protected in relying upon the advice of the insurance adjuster on questions concerning requests for

distributions during the term of the Trust and shall not be liable for any loss or damage caused by the insurance adjuster selected by Trustee, if Trustee exercised reasonable care in selecting and retaining such insurance adjuster.

6. Distribution During Term of Trust.

6.1 If any event occurs which gives rise to a claim which the Grantor or Beneficiaries believes are or may be subject to indemnification under this Agreement, such Grantor, or Beneficiaries, shall:

(1) Give Trustee prompt notice of the event, including a description of how, when and where loss or damage, if any, occurred and a description of the property involved.

(2) Take all reasonable steps to protect the described property from further damage. Maintain the damaged property in the best possible order for examination and, if feasible, set the damaged property aside.

(3) Keep a record of the expenses for consideration in the settlement of the claim.

(4) Permit Trustee to inspect the property and records proving the loss.

(5) If requested, permit Trustee to seek information from the Grantor or Beneficiaries, or any elected or appointed official, officer, director, employee, subcontractor or agent of the Beneficiaries, at such times as may be reasonably required about any matter relating to the claim including the Grantor's or Beneficiaries' books and records. If such information is confidential or

privileged, the Grantor or Beneficiaries will not be required to produce such information to the Trustee.

(6) Cooperate with Trustee in the investigation and settlement of the claim.

(7) Provide to Trustee information satisfactory to Trustee regarding any insurance policy held by the Beneficiary which may be applicable to the claim.

(8) Make a good faith claim against any insurer or other responsible third party not a part of this agreement and prosecute such claim to the fullest extent.

(9) Provide to Trustee evidence satisfactory to Trustee that despite the Beneficiary's good faith effort to collect from and prosecution of the claim against the insurer or third party, the Beneficiary has not been indemnified for the claim in the full amount to which the Beneficiary may be indemnified under this Trust.

(10) Present to Trustee an itemized bill setting forth the amounts remaining due under the claim after being indemnified under any insurance policy, if any, along with a written request that such amounts be paid from the Fund.

6.2 Upon receiving the information provided for in Paragraph 6.1, Trustee shall promptly determine, with the advice of the insurance adjuster (if any), whether such claim is in accordance with the purpose of the Trust. If Trustee so determines, Trustee shall disburse to or for the benefit of such Beneficiary amounts from the Fund to pay the



amount of the claim in excess of Two Thousand Five Hundred Dollars (\$2,500.00).

Claims which arise from third-party suite shall be given priority by the Trustee in distributing payments from the Trust.

6.3 In determining the amount for disbursement to a Beneficiary under Paragraph 6.2 for claims representing the loss of property, the value of such property and the claim shall be the fair market value of the property at the time of the loss of the property as determined by an independent appraiser.

6.4 If any Beneficiary or if Trustee recovers any amounts from any source other than this Trust for damage or loss after payment of Beneficiaries' claims under this Paragraph 6, such amounts must be transferred to this Trust, less any recovery expenses.

6.5 Prior to disbursement from this Trust in accordance with this Paragraph 6, each Beneficiary shall execute an agreement which transfers to this Trust all rights the Beneficiary may have to recover the same amounts from another, including any insurer under any policy of insurance that may be applicable to the Beneficiary's claim.

6.6 Should any party to this agreement disagree with Trustee's determination as to amount, type, priority, and allocation of distributions under this Trust Agreement, which cannot be resolved by the parties and Trustee, the dispute shall be presented to Arbitration, as defined in section 11 of this agreement.

7. Termination.

7.1 This Trust shall remain in effect for thirty (30) years after the closure date of the Facility as evidenced by a DEQ final closure permit ("Termination Date"). No earlier termination of the Trust will be allowed without the mutual written agreement of all parties to this agreement. The Termination Date may be extended upon

mutual written agreement by all parties to this agreement. Any monies in the Trust at the Termination Date which are not subject to existing or pending claims shall be distributed as set forth in paragraph 7.2.

7.2 Any funds or other property remaining in the Trust upon termination under paragraph 7.1 or for any other reason shall revert to Benton County and be used solely to: (a) acquire and develop new waste disposal facilities, (b) reduce waste volumes to be disposed, (c) for any other purposes to which the Beneficiaries mutually agree. Following final distribution of the funds by the Trustee, Trustee will have no further obligation over the funds including whether the funds were used in accordance with this section 7.2.

8. Management of Fund. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single trust fund without distinction between principal and income. In investing, reinvesting, exchanging, selling and managing the Fund, Trustee shall discharge its duties with respect to the Fund solely in the interest of the Beneficiaries of this Trust, and with the care, skill, prudence and diligence under the circumstances then prevailing which persons of prudence, acting in like capacity and familiar with such matters would use in the conduct of an enterprise with like character and like aims, provided that Trustee shall at all times maintain all funds in cash or assets readily convertible to cash to meet the requirements for distribution under the terms of the Agreement.

9. Powers of Trustee. Trustee is empowered to do all things appropriate for the orderly administration of the Trust, subject to Trustee's power and control, unless otherwise specifically provided herein. Without limiting this general power, and without

limitation of other powers hereby granted or otherwise possessed by Trustee, including those specified in the Uniform Trustees' Powers Act in effect in Oregon as it may be amended from time to time, Trustee shall have the following powers and discretion which Trustee shall exercise in such manner and upon such terms and conditions as Trustee shall deem necessary, desirable or convenient:

9.1 To sell, exchange, convert, transfer or otherwise dispose of any property held by Trustee in the Trust, by public or private sale. No person dealing with Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of such sale or other disposition;

9.2 To retain any property for such period, as Trustee may deem desirable, whether or not such property produces any income and independent of any requirement of diversification.

9.3 To receive additions to the assets of the Fund from any source;

9.4 To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

9.5 To borrow, guaranty, or indemnify in the name of this Trust and to secure any such loan or obligation by mortgage, encumbrance, pledge, or other security interest, and to renew, modify, extend or amend any such obligation. No lender shall be bound to see to or be liable for the application of the proceeds of any obligations, and Trustee shall not be personally liable for any obligation;

9.6 To vote a security, in person or by general or limited proxy, to participate in or consent to any voting trust, and to deposit securities with and transfer title to a protective or other committee;

9.7 To register any securities held in the Fund in Trustee's own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of Trustee shall at all times show that all such securities are part of the Fund;

9.8 To insure the Fund, Grantor, WCSI and Benton County, against any risk or liability with respect to third persons, provided such insurance is obtained and purchased with the written consent of Grantor;

9.9 To prosecute, defend, contest, or otherwise litigate actions, suits, claims, or proceedings for the protection or benefit of this Trust; and

9.10 Except as otherwise provided herein, Trustee in the exercise of its duties is authorized to do all acts that might legally be done by an individual in absolute ownership and control of property.

10. Insurance. This Trust is not insurance and as to any Beneficiary does not cover loss or damage for which such Beneficiary is covered by any insurance policy.

If valid and collectible insurance is available to a Beneficiary making a claim under the terms of the Trust Agreement, the Trustee's obligations are limited as follows:

(1) This Trust will be regarded as excess indemnification over any insurance, whether primary, excess, umbrella, contingent or on any other basis, and shall apply only after the amount of the applicable limits of liability has been paid either by the said insurer or by the insured.

(2) This Trust will not pay for the defense of any claim or suit that any insurer has a duty to defend. If no insurer defends such claim or suit, this Trust will pay for the defense, but this Trust will be entitled to the insured's rights against all insurers that had a duty to defend such claim or suit.

(3) This Trust will pay only the amount of the loss, if any, that exceeds the sum of the total amount that all insurance has paid for the loss and the total of all deductible and self-insured amounts under all such insurance.

11. Arbitration. Any controversy arising out of or relating to this Agreement, including but not limited to the making, performance, or interpretation of this Agreement, shall be settled by arbitration between Grantor and Trustee. Unless otherwise agreed, the arbitration shall be conducted in Benton County, Oregon, by Arbitration Service of Portland, Inc. (or its successors or assigns), before a single arbitrator. If arbitration is commenced, the parties shall permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recesses of, the arbitration hearings. The arbitrator may award the prevailing party reasonable attorney fees, expert and non-expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings. The

arbitrator shall have no jurisdiction to consider evidence with respect to or render an award or judgment for punitive damages (or any other amount awarded for the purpose of imposing a penalty). Judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

12. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by Trustee in connection with the administration of this Trust, including fees for legal services rendered to Trustee, the compensation of Trustee, and all other proper charges and disbursements of Trustee shall be paid from the Fund.

13. Agents and Attorneys. After consultation with, but not at the direction of Grantor, Trustee may employ such agents and attorneys as Trustee may deem necessary or desirable for the proper administration of this Trust, or in connection with any uncertainty, controversy or litigation which may arise with respect to this Agreement, and pay reasonable compensation to such agents and attorneys for their services, such compensation to be derived from the assets of the Fund. Trustee shall be fully protected in relying upon the advice of legal counsel on questions of law and shall not be liable for any loss or damage caused by any agent or attorney selected by Trustee, if reasonable care was exercised in selecting and retaining such agent or attorney.

14. Trustee Compensation. Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with Grantor, which compensation shall be paid from the Fund.

15. Trustee Selection; Successor Trustee.

15.1 Trustee shall be selected from among those qualified to serve as trustees in the State of Oregon and whose trust operations are regulated and examined by a federal or state agency. No person or entity who is a Beneficiary of this Trust shall be eligible for selection as Trustee. Grantor shall select Trustee in accordance with the terms of this Paragraph 15.1.

15.2 Trustee may resign or Grantor may replace Trustee, but such resignation or replacement shall not be effective until Grantor, and in accordance with the terms of Paragraph 15.1, has selected a successor trustee and the successor has accepted the appointment. The successor trustee shall have the same powers and duties as those conferred upon Trustee hereunder. Upon the successor trustee's acceptance of the appointment, Trustee shall assign, transfer, and pay over to the successor Trustee the funds and properties then constituting the Fund. If for any reason Grantor cannot or does not act in the event of the resignation of Trustee, Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to Grantor and the present Trustee by certified mail ten (10) days before such change becomes effective. Any expenses incurred by Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Paragraph 12.

16. Instructions to Trustee. All orders, requests, and instructions by Grantor to Trustee shall be in writing, and Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of Grantor

hereunder has occurred. Trustee shall have no duty to act in the absence of such orders, requests, and instructions from Grantor, except as provided for herein.

17. Immunity and Indemnification. Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by Grantor issued in accordance with the Trust Agreement. Trustee shall be indemnified and saved harmless by Grantor or from the Fund, or both, from and against any personal liabilities to which Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event Grantor fails to provide such defense, excluding acts by the Trustee which constitute willful misconduct, neglect or fraud.

18. Accounting. Trustee shall maintain adequate accounting procedures to ensure that the monies collected by Grantor and transferred to the Fund, the income, and the amounts paid out pursuant to the terms of this Trust Agreement are accurately recorded and described. Trustee shall provide to all Beneficiaries an annual accounting, on or before January 31<sup>st</sup> following each year during which this Trust Agreement is in effect, which shall include the status of the Fund and the disbursement history for the prior calendar year. Grantor shall be entitled to audit, and all Beneficiaries shall be entitled to examine, at their expense, all accounting records maintained by Trustee in connection with this Trust and the Fund at reasonable times during normal business hours upon ten (10) days' prior written notice to Trustee.

19. Provision Against Assignment and Alienation. No share or interest shall vest under this Trust until it is actually paid or delivered by Trustee in accordance



with the provisions of this Agreement. No Beneficiary shall have any power to sell, assign, transfer, encumber or in any other manner to anticipate or dispose of his, her or its interest in this Trust or the income produced thereby prior to its actual distribution by the Trustee to the Beneficiaries or to another for the benefit of the Beneficiaries in the manner authorized herein, unless mutually agreed by all parties to this agreement. No share or interest shall be liable for the debts of Grantor or any other Beneficiaries or be subject to the process of any seizure of any court or be an asset in any bankruptcy of Grantor under any circumstances whatever.

20. Merger With Similar Trusts. If at any time and from time to time, Trustee is trustee of two or more trusts under this or any other instrument which are to fulfill substantially similar purposes for Grantor and the other Beneficiaries any two or more of such trusts may, in the discretion of Trustee, be merged if the probable effect of such merger will not be to the substantial disadvantage of Grantor or Beneficiaries or otherwise frustrate the purposes of this Trust.

21. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each paragraph of this Agreement shall not affect the interpretation of the legal efficacy of this Agreement.

22. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Oregon.

23. Bankruptcy or Franchise Termination. Bankruptcy or insolvency of Grantor or the Beneficiaries or termination of Grantor's rights to operate the facility shall

not release the Trustee of its obligation to make distributions under the terms of this Trust Agreement.


24. Abandonment. There can be no abandonment of any real property to this Trust.

25. Amendment. This Trust Agreement may be amended by an agreement in writing between Grantor and Trustee, provided said amendment has been approved as to form and content by WCSI and Benton County.

EXECUTED as of the day and year first above written.

GRANTOR:

VALLEY LANDFILLS, INC.

By:   
Duane Sorensen  
President

**AMENDMENT TO  
ENVIRONMENTAL LIABILITY TRUST AGREEMENT**

This agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2001, between VALLEY LANDFILLS, INC., an Oregon corporation ("Grantor"), and COPPER MOUNTAIN TRUST CORP., an Oregon corporation ("Trustee").

**RECITALS**

A. Grantor and Trustee entered into an Environmental Liability Trust Agreement (the "Trust Agreement") dated March 3, 1999, creating the Coffin Butte Landfill Environmental Liability Trust (the "Trust"). The purpose of the trust is to provide financial resources to indemnify Grantor, Waste Control Systems, Inc., an Oregon corporation ("WCSI"), and its subsidiaries, and Benton County, a political subdivision of the state of Oregon, for uninsured environmental liabilities in connection with Coffin Butte Landfill situated in Benton County, Oregon.

B. The Trust Agreement was amended by an Amendment to Environmental Liability Trust Agreement dated 2/19/01, ~~2000~~ (the "Trust Amendment"). The Trust Amendment amended the Trust Agreement to (i) ratify a supplemental agreement between WCSI and Benton County, under which Grantor's obligation under Section 2 of the Trust Agreement to pay to the Trust the sum of \$1 per ton for all solid waste received at Coffin Butte Landfill was suspended in favor of a 75¢ per ton payment from WCSI directly to Benton County, and (ii) provide for distributions to Grantor of such amounts as Trustee estimates to be necessary to permit Grantor to pay any federal and state taxes attributable to any Trust income, deductions, or credits directly reportable by Grantor under Internal Revenue Code sections 671 to 677.

C. Grantor and Benton County have entered into a Landfill Franchise Agreement dated December 31, 2000 (the "Franchise Agreement"). The Franchise Agreement provides in part that (i) from December 31, 2000, to December 31, 2002, Grantor will not be required to make additional contributions to the Trust, (ii) by December 31, 2002, Grantor will guarantee that the Trust reaches a total value of \$5,000,000, (iii) if the value of the Trust has not reached \$5,000,000 by December 31, 2002, Grantor will within 60 days thereafter make sufficient additional contributions to the Trust to bring the total value to \$5,000,000, and (iv) after the value of the Trust reaches a total of \$5,000,000, no further contributions will be required. The Franchise Agreement also include certain provisions relating to the existence and application of liability insurance. The parties wish to amend the Trust Agreement to ratify the terms of the Franchise Agreement.

D. Under Section 25 of the Trust Agreement, it may be amended by an agreement in writing between Grantor and Trustee, provided that the amendment has been approved as to form and content by WCSI and Benton County.

AGREEMENT

The parties agree that the terms of the Franchise Agreement are hereby ratified, effective as of December 31, 2000, and the Trust Agreement shall be deemed amended consistent with its terms.

VALLEY LANDFILLS, INC.

By: [Signature]  
Name: Rick Waldren  
Title: Controller

GRANTOR

COPPER MOUNTAIN TRUST CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRUSTEE

APPROVED AS TO FORM AND CONTENT:

WASTE CONTROL SYSTEMS, INC.

By: [Signature]  
Name: Jeff Andrews  
Title: Vice President

BENTON COUNTY

By: [Signature]  
Name: LINDA MODRELL  
Title: COMMISSIONER

By: [Signature]  
Name: Annabelle Taramello  
Title: Commissioner

By: [Signature]  
Name: JAY BIXON  
Title: COMMISSIONER

Approved as to Form:

[Signature] 7-25-01  
County Counsel



601 SW SECOND AVENUE • SUITE 1800  
PORTLAND, OR 97204  
(503) 295-3600 • (800) 343-5345 • FAX (503) 229-0561

June 18, 2001

Mr. Rick Waldron  
Waste Control Systems, Inc.  
P. O. Box 807  
Corvallis, Oregon 97339

Dear Rick:

I asked the Miller Nash law firm to prepare an amendment to the Coffin Butte Landfill Environmental Liability Trust that reflects the Landfill Franchise Agreement dated December 31, 2000 between Valley Landfills, Waste Control Systems, Inc. (WCSI) and Benton County.

The purpose of this Trust Amendment is to ratify the 12/31/00 Franchise Agreement. The Trust Amendment is between Valley Landfills, Inc. (Grantor) and Copper Mountain Trust (Trustee). The Trust Amendment should also be signed by WCSI and Benton County reflecting their approval as to its form and content. I have enclosed duplicate originals and request that you obtain signatures from Valley Landfills, WCSI, and Benton County.

I am also sending a copy of the Trust's prior Amendment dated 2/19/01. Please note that it is missing a signature from WSCI. I would appreciate it if you would obtain a signature from WSCI on this amendment as you obtain the signatures on the new amendment?

Once you have obtained the appropriate signatures on each of the documents, please return them to me. I will then add Copper Mountain Trust's approval to the new Amendment and forward one complete set of originals back to you.

I also look forward to finalizing a new Investment Policy and Guidelines that takes into account the new Franchise Agreement terms. Jim Cheadle and I will give you a call next Friday regarding this item. Thank you for your assistance in all these matters. If you have any questions, please give me a call.

Take care,

A handwritten signature in black ink, appearing to read "Kathleen Baker", written over a horizontal line.

Kathleen Baker  
Enclosures

**Memorandum of Understanding  
Relating to Land Use Issues**

**Between: Benton County (Benton Co.), a  
Political Subdivision of the State of Oregon**

**and**

**Valley Landfills, Inc. (VLI),  
an Oregon Corporation**

WHEREAS, there is an existing Franchise Agreement and an existing Environmental Trust Fund Agreement between Benton County, hereafter (Benton Co.), and Valley Landfills, Inc., hereafter (VLI); and

WHEREAS, over a period of years Benton County has reviewed various land use and solid waste applications submitted by VLI; and

WHEREAS, Benton Co., by and through its staff, and VLI, have been conducting a review of the operations of the Coffin Butte Landfill; and

WHEREAS, during the last review it became apparent that with the passage of time, there has been numerous changes in the personnel representing each party that has led to an uncertainty of prior Benton County approvals.

WHEREAS, both parties agree that it is in the mutual best interest of all parties and the public to form an understanding of the current status of the relationship and the legal responsibilities of each party;

**NOW, THEREFORE**, in consideration of the mutual terms, promises and conditions hereafter set forth, the parties agree as follows:

- (1) The above recitals are true, and by this reference incorporated herein.
- (2) VLI is the owner and operator of the landfill facility commonly known as the Coffin Butte Landfill, and was acquired by Allied Waste Industries in January of 2000.
- (3) The Coffin Butte Landfill has operated within the land use laws of Benton County prior to 1974.
- (4) In 1974, the Coffin Butte Landfill was operated by Corvallis Disposal Company. In 1974, Corvallis Disposal Company applied for and was

granted a Conditional Use Permit. That permit was finally granted by action of the Benton County Board of Commissioners on May 15, 1974.

- (5) One of the conditions of the 1974 approval was that a "Solid Waste Management Plan for Benton County" be submitted for review to the Planning Commission. This condition was met on March 29, 1977. From then until 1983, Coffin Butte Landfill was operated in compliance with the approved Management Plan.
- (6) In 1983, VLI applied to Benton Co. for the creation of a Landfill Zone, other amendments to the Comprehensive Plan and the application of the new Landfill Zone to the Coffin Butte Landfill within Benton County. After hearings before the Planning Commission and the Board of Commissioners, the requests were granted.
- (7) The 1974 approval had allowed all landfill activities, including but not limited to the placement of solid waste, on 184 acres north of Coffin Butte Road.
- (8) The 1983 approval added 10 more acres for landfill activities, including but not limited to the placement of solid waste, north of Coffin Butte Road, or a total of 194 acres. Non landfill activities such as leachate treatment and irrigation were allowed south of Coffin Butte Road. The 1983 approval specifically did not allow for the placement of solid waste south of Coffin Butte Road.
- (9) Activities continued under the 1983 approval until 1995. In 1994 and 1995, VLI submitted applications to Benton Co. Those applications would have expanded the allowed activities south of Coffin Butte Road. Because of opposition at that time, VLI withdrew its applications.
- (10) Benton County has a Solid Waste Advisory Council (SWAC) which reviews the operations of the landfill, and other matters of public interest. The Solid Waste Advisory Council, hereinafter referred to as (SWAC), has continually monitored the operations of VLI since 1980.
- (11) All recommendations of SWAC requiring action by the Benton County Board of Commissioners have been forwarded to and acted upon by the Benton County Board of Commissioners.
- (12) SWAC reviews and approves the Annual Operations Report on the Coffin Butte Landfill.
- (13) The operations of a municipal landfill are regulated generally by ORS Chapter 459 and the National Resource Conservation and Recovery

Act of 1976. Specific activities within the landfill are governed by other sections of Oregon and Federal law.

- (14) Since 1996, Benton Co. has signed the Land Use Compatibility Statements, hereinafter referred to as (LUCS), indicating to DEQ that the landfill was being operated in compliance with Benton County Ordinances.
- (15) Based upon the LUCS statement, DEQ has reviewed and found that the operations of the landfill are in compliance with the state law. The last approval from DEQ was granted in 2000.
- (16) Based upon the changes in federal, state and local regulations, the inevitable turn over of personnel for both Benton Co. and VLI, the parties now agree that the permits previously granted by Benton Co. to VLI allow the following:
  - (a) VLI is entitled to conduct all forms of landfill activities, including but not limited to the placement of solid waste, consistent with State and local regulations, within the 194 acres as designated within the Landfill Zone which is north of Coffin Butte Road and further identified as the blue area on *Exhibit "1"* attached hereto.
  - (b) VLI agrees that it will not conduct, without the prior approval of Benton County and the State of Oregon, the placement of solid waste on the approximate 56 acres, within the landfill zone which it owns south of Coffin Butte Road, and is further identified as the yellow area on *Exhibit "1"* attached hereto.
  - (c) Benton Co. agrees that on the 56 acres designated within the Landfill Zone south of Coffin Butte Road, VLI may conduct related landfill activities which include, but is not limited to, the collection of leachate and management of leachate.
  - (d) VLI and Benton Co. agree that VLI owns 2 parcels of ground which abut the north line of the Landfill Zone but are not included within the Landfill Zone. These 2 parcels of land are identified on the attached *Exhibit "2"*. VLI agrees that within the immediate future, it will file a separate Conditional Use Application to allow landfill activities on each of the 2 parcels described on *Exhibit "2"*.
  - (e) Benton Co. agrees that the identification on previously filed maps indicating cell areas and locations were specifically for the purpose of identifying the location of the particular cell and was not for the purpose of limiting the area where landfill activities




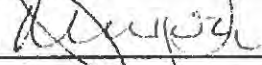

could take place. The specific exception are for those maps which were filed by VLI in 1994 and 1995 which showed the location of cell 6 and cell 7 south of Coffin Butte Road. VLI withdrew the application. There is no approval for any landfill activity south of Coffin Butte Road except for the related landfill activity which does not include the placement of solid waste.

- (f) Benton Co. and VLI specifically agree that the term "landfill or landfilling activity" has the meaning as set forth in ORS Chapter 459.
- (g) VLI and Benton Co. agree that the preliminary review of this Memorandum of Understanding was conducted by SWAC during its regularly scheduled meetings held on August 27, 2002 and September 24, 2002.
- (h) VLI and Benton Co. agree that this Memorandum of Understanding was signed at the conclusion of a regular meeting of the Benton County Board of Commissioners where this matter will be placed on the agenda for November 5, 2002, for public discussion prior to signature.


**VALLEY LANDFILLS, INC., an Oregon corporation**

By   
**Merle Irvine  
Vice President**

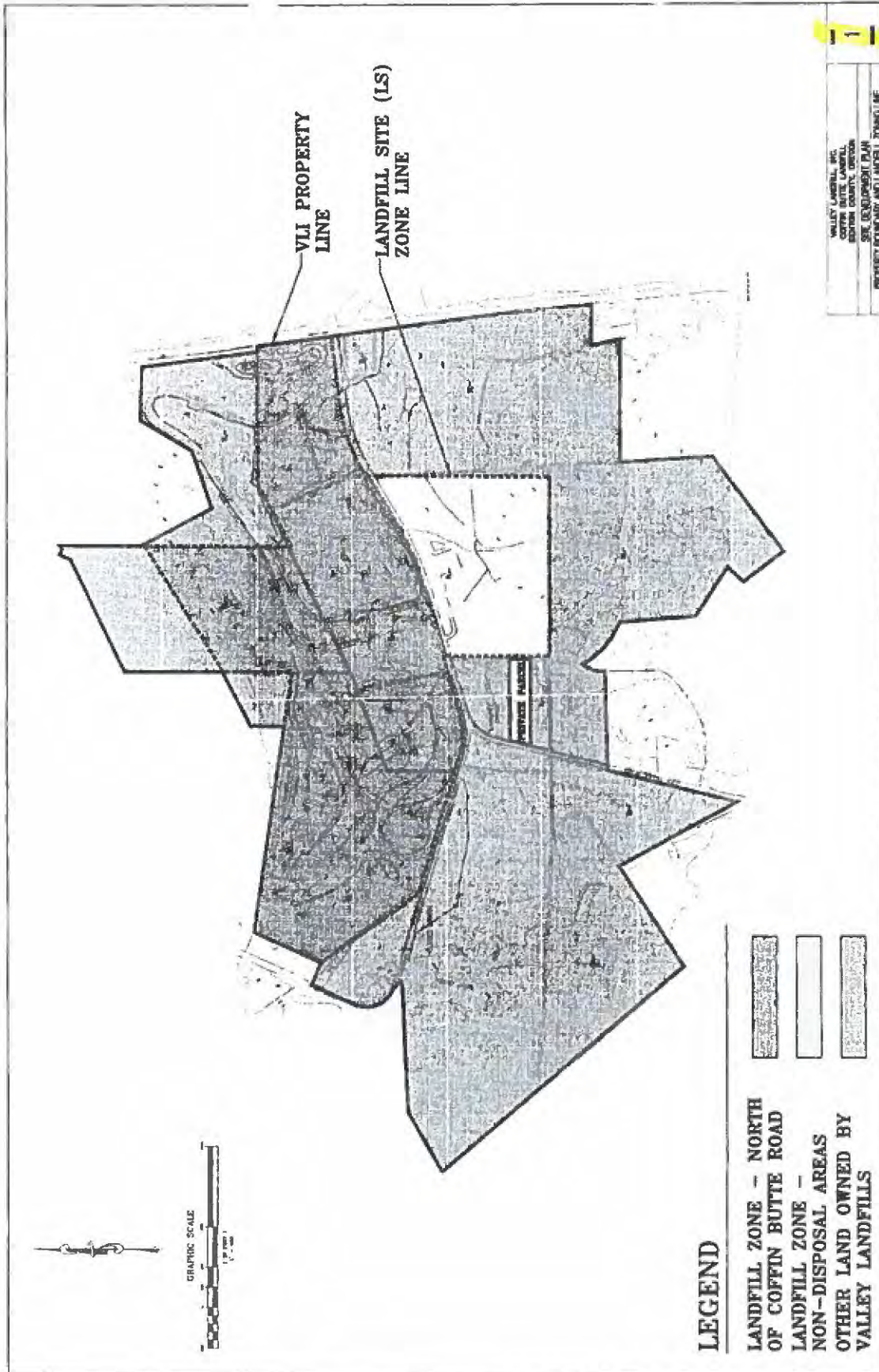
**BENTON COUNTY BOARD OF COMMISSIONERS**

By   
By   
By 

**APPROVED AS TO FORM:**

  
**VANCE CRONEY,  
Benton County Legal Counsel**

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1

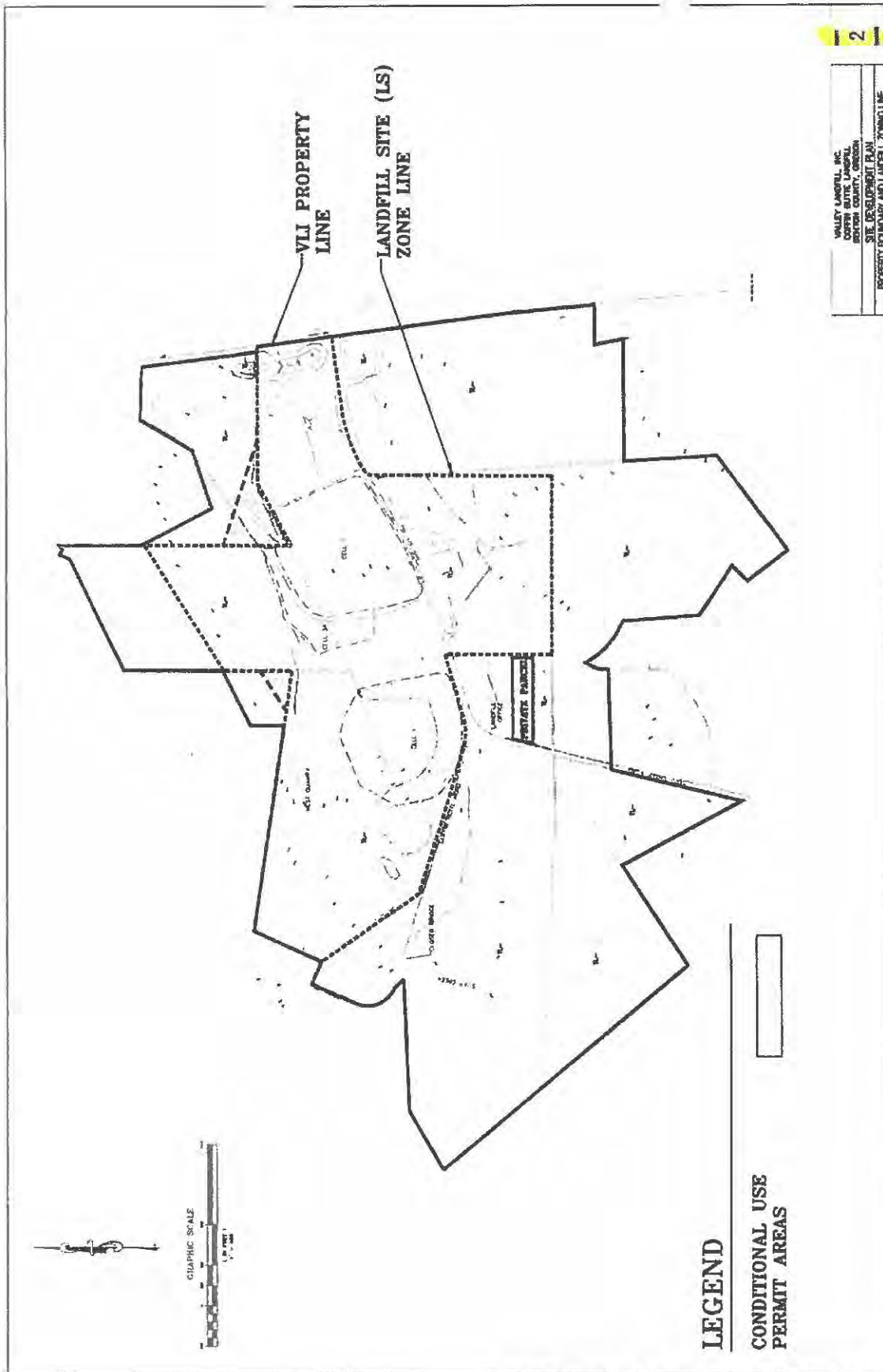
VALLEY LANDFILL, INC.  
 COFFIN BUTTE LANDFILL,  
 SOUTHERN COUNTY, OREGON  
 SITE DEVELOPMENT PLAN  
 PROPERTY BOUNDARY AND LANDFILL ZONE LINE

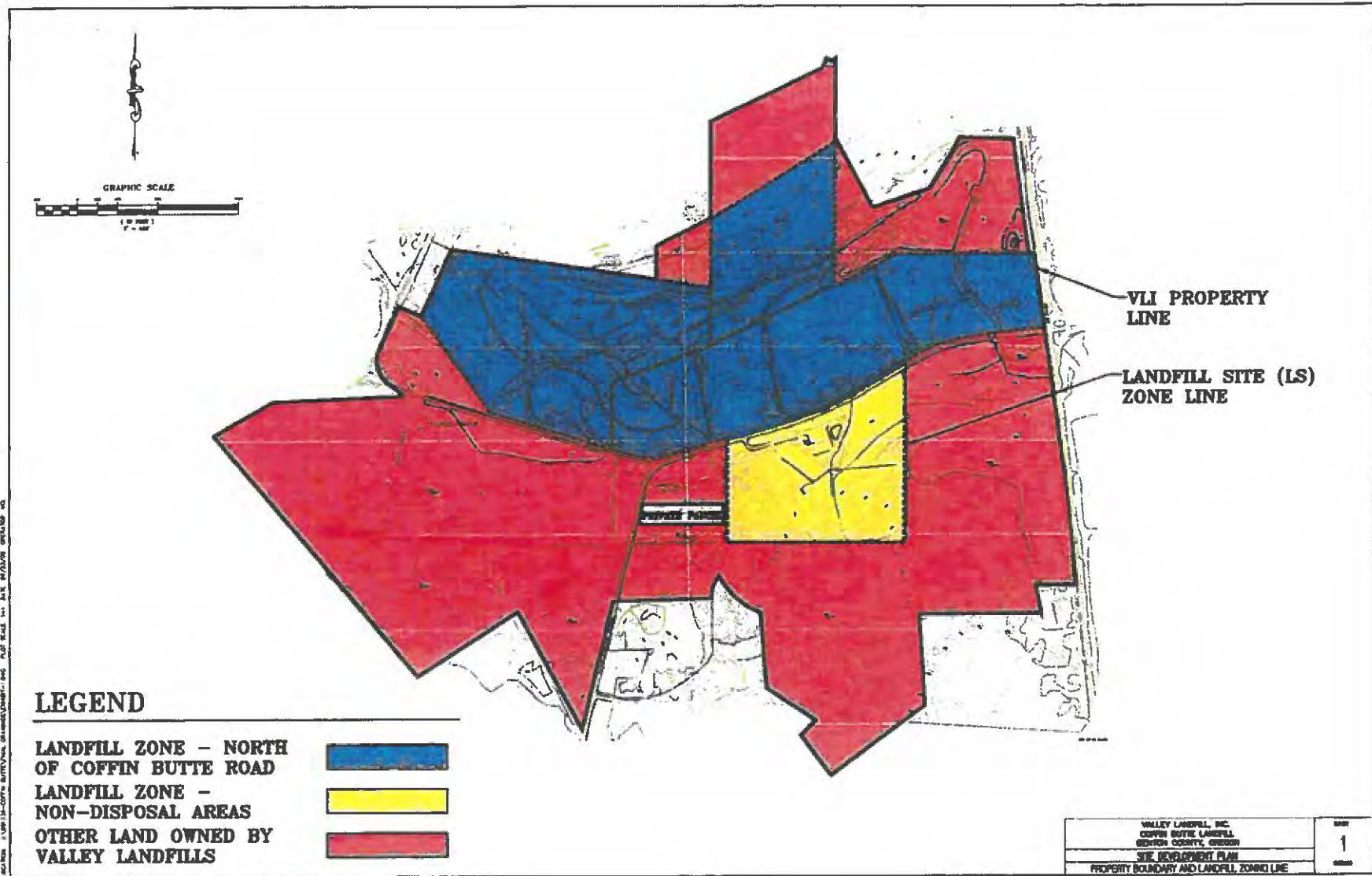
**LEGEND**

- LANDFILL ZONE - NORTH OF COFFIN BUTTE ROAD
- LANDFILL ZONE - NON-DISPOSAL AREAS
- OTHER LAND OWNED BY VALLEY LANDFILLS

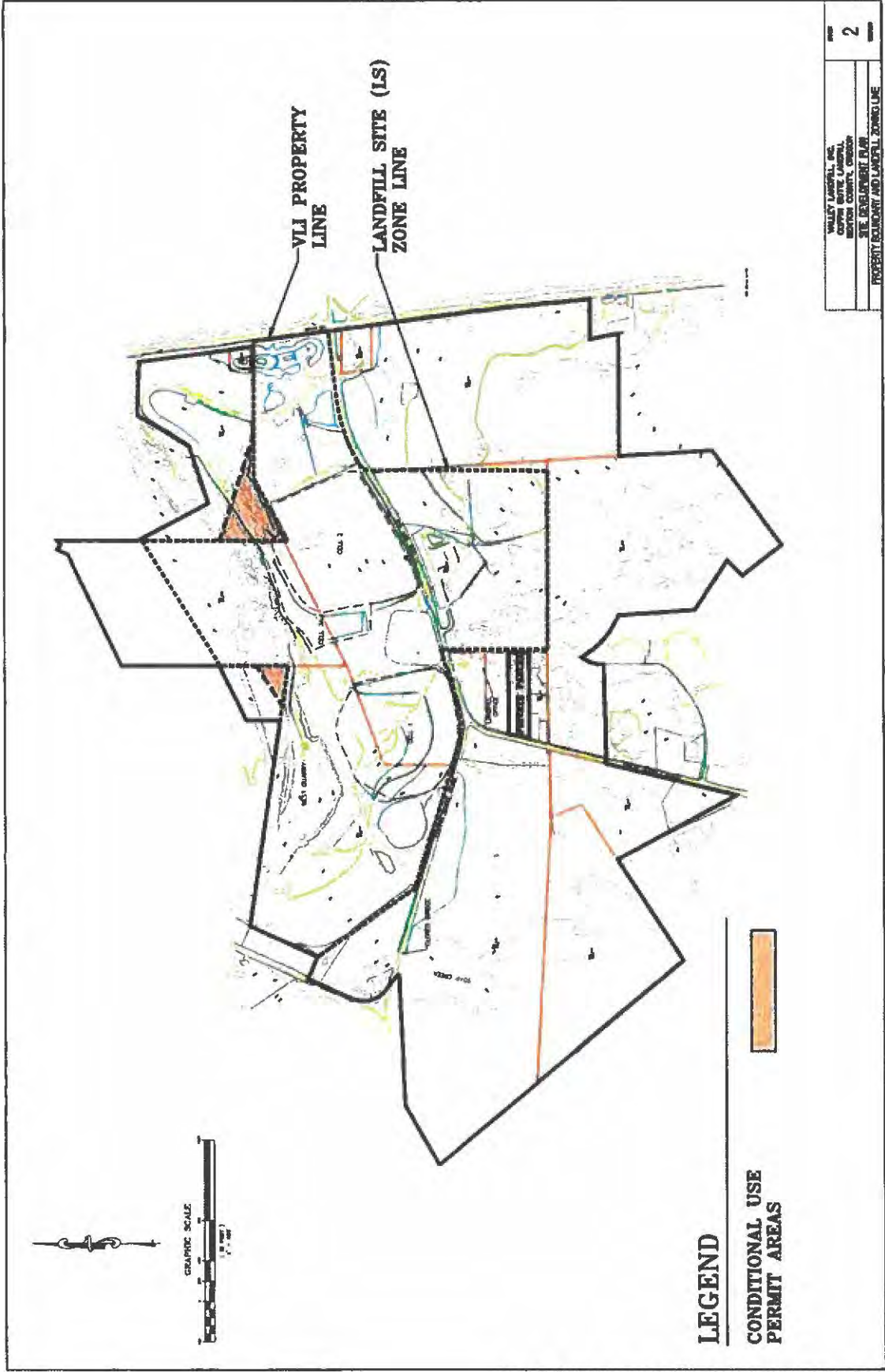
GRAPHIC SCALE  
 1" = 100'







DATE: 1/18/07 BY: J. B. BERRY, JR. CHECKED: J. B. BERRY, JR. DATE: 1/18/07



VALLEY LANDFILL, INC.  
 COPPER BUTTE LANDFILL  
 WAGON COUNTY, OREGON  
 SITE DEVELOPMENT PLAN  
 PROPERTY BOUNDARY AND LANDFILL ZONE LINE  
 2

**LEGEND**

**CONDITIONAL USE  
 PERMIT AREAS**



GRAPHIC SCALE



# SOLID WASTE COLLECTION

2022 ANNUAL REPORT  
FRANCHISE AGREEMENT



# Annual Report

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Republic Services Hauling and Recycling  
Benton County  
2022



Sustainability in Action



Sustainability in Action

# Annual Report

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Benton County

2022



Sustainability in Action

## Letter from Management

January 23, 2024

Commissioner Malone  
Commissioner Wyse  
Commissioner Augerot  
Benton County Staff

Dear Commissioners and Staff,

Republic Services is pleased to submit the Annual Report for 2022. In this report, you will find financial information along with recycling and waste updates and information about Republic Services' commitment to sustainability.

This report is being submitted later than usual, due to the Benton County Talks Trash process. We were proud to participate in that community-based effort and look forward to being an active participant in the upcoming SMMP process as well.

Now that BCTT is concluded, we'll be returning to our typical submittal schedule, with the 2023 report being available in March 2024.

Please feel free to contact me or Julie Jackson, our Municipal Manager, for more information.

Best Regards,  
Bret Davis

General Manager  
Republic Services



# Our Promise

Sustainability in Action



# Our Vision

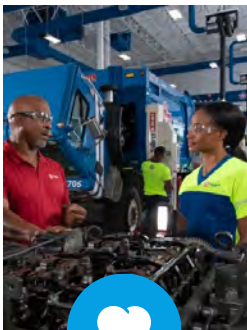
Partnering with customers to create a more sustainable world.

Republic Services is an industry leader in environmental services, currently partnered with more than 2,000 municipalities to deliver essential services while making meaningful progress toward climate action plans. Our Promise: "Sustainability in Action" is more than just a promise for us. It's who we are and what we do. We make a commitment to operate in the most responsible way possible within every facet of our business.

We are a proud sponsor of the Benton-to-Go program, providing reusable to-go containers for area restaurants, which keeps throw away containers out of the landfill. Our recycling and waste prevention outreach includes classroom presentations and online forums to help keep the community informed about exciting diversion changes happening in Oregon. In addition, Benton County enjoys one of the most robust waste recovery programs in the state with recycling and compositing, including food scraps.

We live by our five core values and customers can always depend on us to handle their recycling, waste and more in a responsible way. Our ultimate vision is to partner with customers like you to create a more sustainable world.

## Our Values



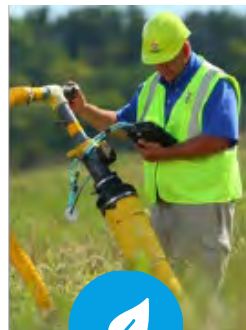
Safe

We protect the livelihoods of our colleagues and communities.



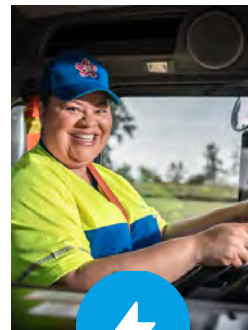
Committed to Serve

We go above and beyond to exceed our customers' expectations.



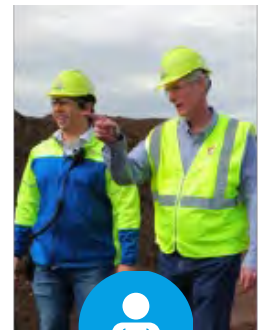
Environmentally Responsible

We take action to improve our environment.



Driven

We deliver results in the right way.



Human-Centered

We respect the dignity and unique potential of every person.

# Sustainability

---

Sustainability is at the heart of our daily operations – from landfills to recycling centers – and what fuels every decision we make – from technology to infrastructure.

Republic Services has bold and intentionally ambitious 2030 Sustainability Goals designed to address critical global macro trends and our materials risks and opportunities. These goals show our commitment to our vision and are structured around our 4 Elements of Sustainability: Safety, Talent, Climate Leadership and Communities.

## 2030 Sustainability Goals



### SAFETY

#### Safety Amplified

**0**

Zero employee fatalities

#### Incident Reduction

**<2.0**

Reduce our OSHA Total Recordable Incident Rate (TRIR) to 2.0 or less by 2030



### TALENT

#### Engaged Workforce

**88**

Achieve and maintain employee engagement scores at or above 88 by 2030



### CLIMATE LEADERSHIP

#### Science Based Target

**35%**

Reduce absolute Scope 1 and 2 greenhouse gas emissions 35% by 2030 (2017 baseline year)  
APPROVED BY SBTI<sup>1</sup>

#### Circular Economy

**40%**

Increase recovery and circularity of key materials by 40% on a combined basis by 2030 (2017 baseline year)

#### Renewable Energy

**50%**

Increase beneficial reuse of biogas by 50% by 2030 (2017 baseline year)



### COMMUNITIES

#### Charitable Giving

**45M**

create sustainable neighborhoods through strong community partnerships for 45 million people by 2030

# Safety

---

Safety is Republic Services' highest priority. We adhere to strict safety protocols and have the supporting infrastructure to train employees. In fact, our drivers go through extensive training regularly to maintain safety and awareness on the roads. Our One Fleet program ensures all of our vehicles are well-maintained and safe to be on the roads.

We have an industry-leading safety record that has been 35% better than the industry average for the past 10 years, based on OSHA recordable data.

In addition, since 2009, Republic Services drivers have won 78% of the National Waste & Recycling Association's "Driver of the Year" awards, an honor that celebrates exemplary customer service and superior driver safety records.

Our focus on safety means our drivers go home to their families every night and your neighborhood streets are safer.



# Talent

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Republic Services' employees demonstrate an unwavering commitment to serving our customers, communities and each other. We strive to be a workplace where the best people from all backgrounds come to work and are dedicated to fostering an inclusive and diverse culture. We do this in a variety of ways:

**MOSAIC:** MOSAIC Council is a group of leaders from across the company who provide guidance, support and insights on inclusion and diversity best practices.

**BUSINESS RESOURCE GROUPS (BRG):** We have 5 BRGs to support employee engagement, connection and growth, and further business objectives. Any employee is welcome to join these groups, which include the Black Employee Network, Unidos, PRISM, Women of Republic and V.A.L.O.R.

**PARTNERSHIPS & RECRUITING:** We partner with external organizations to recruit and hire a diverse range of candidates.

**SUPPLIER DIVERSITY:** We're dedicated to spending \$150M with certified diverse suppliers by 2025.

**INCLUSIVE BENEFITS PACKAGE:** We offer employees comprehensive medical benefits, retirement programs, both remote and in-office positions and parental leave to accommodate a broad range of needs.

**CORPORATE GOVERNANCE:** We have 50 percent overall Board diversity



# Climate Leadership

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We're committed to environmentally responsible operations. We've made commitments to reduce emissions and decarbonize our operations.



## CIRCULAR ECONOMY

Republic Service opened the nation's first integrated plastics recycling facility in Q4 2023, addressing a market demand for recycled plastics. The Center will advance circularity and enable us to manage the plastics stream from curbside collection to production and delivery of high-quality recycled content for consumer packaging.



## LANDFILL GAS-TO-ENERGY (LFGTE)

Our landfills safely and responsibly handle our customers' waste. They also produce renewable energy. We currently operate 77 landfill gas and renewable energy projects. We've partnered with Archaea Energy/bp to establish 39 additional renewable energy projects by 2027.

In addition, 3,300 of our trucks run on renewable natural gas, a bridge until our fleet is completely electric.



## ZERO EMISSIONS

Electric vehicles (EVs) offer a superior customer experience and cleaner and quieter neighborhood operations. In 2021, Republic Services deployed 5 electric trucks as a pilot program in Idaho and North Carolina. In February 2023, we announced a long-term agreement with Oshkosh, which will begin operating fully integrated electric recycling and garbage truck prototypes this fall. By 2028, we have committed to 50% of our new truck purchases being electric.



## ORGANICS

In 2021, Republic Services processed 2 billion+ pounds of food and yard waste. We educate consumers and businesses about how to divert organics (food and yard waste) from homes and businesses. The PRC in Benton County, which opened in 2010, continues to be a leader in the industry.

# Communities

Our commitment to the communities where we live, and work, is strong and why we've made charitable giving one of our sustainability goals. We're working to create sustainable neighborhoods through strong community partnerships for 45 million people by 2030.

We have three approaches to our community engagement strategy: Republic Services Charitable Foundation, our Community Grants Program and through Employee Engagement.

Our National Neighborhood Promise program, funded by our Charitable Foundation, completes projects that have the potential to impact a large group of residents like renovating parks and playgrounds, planting community gardens, restore public infrastructure, reducing neighborhood blight and cleaning up communities. The Mid Valley YMCA received \$250,000 in 2022.

As an organization, we have impacted about 9.4M people (through February 2023.)

These projects happen at the local level. Here are some of the organization we made donations to in 2022:



Volunteers move two pieces of a play structure at the Mid-Willamette Family YMCA in Albany on Thursday, Sept. 8, 2022.

## A playground for one and all

Albany YMCA to build accessible structure by 2023

BY KIRA MELVIN  
YMCA spokeswoman

To make way for the new — what's billed as the mid-Willamette Valley's first fully inclusive, accessible play structure — that comes this week with the old part, aka demo, or at least re-purposing.

On Thursday afternoon, Sept. 8, the Mid-Willamette Family YMCA atmosphere buzzed with excited energy as a group of volunteers dismantled a large children's play structure, children cheered while workers

carried playground parts and rolled them out of the courtyard. Nearby, Albany Mayor Alex Johnson II looked on at the scene.

The event, phase one of a larger revitalization project, set the stage for the all-adaptive, fully accessible playground.

"There are thousands of kids that come to the YMCA with physical challenges," Tim Barrera, YMCA chief communications officer, said. "We want to make sure there are no limitations and no barriers for them to learn, grow and play with everyone."

The idea for the new playground sparked 1 1/2 years ago but didn't gain momentum until May, when the project caught the attention of the Republic

Services Charitable Foundation, Barrera said.

Recognizing the value in the facility's efforts, Republic Services awarded the YMCA \$250,000 as part of its National Neighborhood Promise program.

Republic's Assistant Manager Julie Jackson said that the playground project "just seemed like the perfect fit" for the highly selective grant because of its emphasis on inclusivity for all kids, regardless of ability.

"We are just as thankful to giving them the money, and so proud of the work that they're doing," Jackson said.

and wheelchair ramps. It will also stand on a special kind of turf that absorbs sweat and friction, ensuring that even the ground accommodates kids with sensory and physical impairments.

"Every piece of this has been engineered for any kind of special need, while at the same time being fun for anyone who wants to play on a playground," Jackson said.

"Kids of all abilities will be able to participate in this new playground, which is really exciting," Barrera said. "We want to make sure that no one feels left out."

Meanwhile, the decommissioned playground is set to be repurposed into multiple swing sets.

Photo by PLAYGROUND, Page A3



More than \$50,000 Donated in 2021-2022

# Recycling Education & Outreach

On average, about a third of what consumers put into their recycling carts doesn't belong.

And when something doesn't belong in the recycling cart, it can contaminate the rest of the truck load.

Republic Services invented Recycling Simplified (RecyclingSimplified.com), an educational platform and K-12 curriculum to teach the basic tenants of proper recycling, with the goal to limit contamination. This space also acts as a resource hub for brochures, labels and activities.

In addition to this national platform, much of our Recycling Coordinator's job is centered on education — spending hours at schools, community events and meetings to inform residents about how to recycle properly. Our local website can be accessed at:

[republicservices.com/municipality/Corvallis-or](http://republicservices.com/municipality/Corvallis-or)

Communities each have different needs, so we tailor education programs based on local requirements and preferences. We use the following to reach and educate customers:

- ✓ Presentations
- ✓ Mailed Waste Guides
- ✓ Online Customer Newsletters
- ✓ Radio
- ✓ Social Media
- ✓ Contamination Notices

City of Corvallis  
2022 Residential Recycling, Yard Waste & Compost Guide

RepublicServices.com/municipality/corvallis-or | 541.754.0444

Simple account access. Anytime. Anywhere.

Manage your account with the Republic Services app. Visit [RepublicServices.com/Account](http://RepublicServices.com/Account) to access your account or download the app.

- ✓ Pay your bill
- ✓ Schedule a pickup
- ✓ Report a missed pickup
- ✓ Rate your service
- ✓ Repair a cart
- ✓ Find new products

Download on the App Store | GET IT ON Google Play

REPUBLIC SERVICES

Kenny Larson serves as our Municipal Administrator and Recycling Coordinator



Republic Services works with all communities in Benton County to meet requirements with the Oregon Department of Environmental Quality (DEQ). Below are just a few of the ways we accomplish this:

- ✓ Master Recycler Program
- ✓ Compost Workshops
- ✓ Quarterly Newsletters
- ✓ School & Community Presentations



# Fleet Innovation

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## Renewable Natural Gas

While Republic Services believes the future of transportation is electric. We are using renewable natural gas as a bridge until we are fully electric.

Throughout the U.S. we have 3,300 trucks that operate on renewable natural gas.

In 2013, Republic Services of Corvallis made the investment to convert much of the fleet to CNG. This interim move has reduced GHG emissions in Corvallis neighborhoods and made for a significantly quieter collection program.



## Electrification

Republic Services is proud to be leading the industry toward a more innovative and sustainable future with a commitment to fleet electrification.

This technology promises to provide meaningful benefits for our customers, the communities we serve, our employees and the environment.

Our industry, in particular, is well-suited to take advantage of electrification: Collection trucks drive short and consistent distances, make hundreds of stops throughout the day, and return to a base where they can recharge overnight. They also promise a superior customer experience, with cleaner and quieter operations in the neighborhoods we serve.

Republic Services achieved a significant fleet electrification milestone in 2020 with the delivery of our first full electric collection truck pilot. We have run pilot programs through 2022.

With our pilot programs now completed, we're using the data to further refine. In February 2023, Republic Services announced its long-term agreement with Oshkosh, which will begin operating fully integrated electric recycling and garbage truck prototypes this fall.

By 2028, we have committed to half of our new truck purchases being electric.

Electrification isn't limited to our trucks on the road. On the heavy equipment side, we've begun evaluating electric-drive bulldozers at our landfills and electric forklifts at our recycling centers, both of which offer significantly improved fuel economy.

# Recognition

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## Sustainability Yearbook

Member 2023

**S&P Global**

Member of

## Dow Jones Sustainability Indices

Powered by the S&P Global CSA



## BARRON'S

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100 Most Sustainable  
Companies 2023



# Facts & Figures

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40K

Employees



13M

Customers



35%

Better Safety  
Performance



5M

Average Daily  
Pickups



17K

Trucks In Our Fleet



206

Active Landfills



\$352M

Sustainability  
Investments



233

Transfer Stations



353

Collection  
Operations



71

Recycling Centers



65

Landfill Gas-to-  
Energy Projects



1<sup>st</sup> Environmental  
Service Provider  
with SBTi approved  
emissions reduction  
goal

# Meet Your Local Team

Republic Services is dedicated to excellent service for our customers. The office at 110 Walnut Blvd is open from 8 a.m. to 5 p.m., Monday-Friday.

## Management



**Bret Davis, General Manager** | [Bret.Davis@RepublicServices.com](mailto:Bret.Davis@RepublicServices.com)

Bret Davis joined Republic Services in 2017. He is responsible for day-to-day operations in our Corvallis division with a commitment to safety and customer service. Having lived all his life in the Corvallis area, Bret brings strong local leadership to the job. He earned a Bachelor's degree in Social Science from Western Oregon University.



**Darren Fast, Operations Manager** | [Dfast@RepublicServices.com](mailto:Dfast@RepublicServices.com)

Darren has worked for Republic Services for nearly 25 years and enjoys a wide range of experience in the industry. Having been a driver and a supervisor, he understands the role drivers and technicians play in our commitment to the community. He and his wife have lived in the local area for more than 30 years.



**Julie Jackson, Municipal Manager** | [JJackson6@RepublicServices.com](mailto:JJackson6@RepublicServices.com)

Julie Jackson joined Republic Services in 2005 and serves as the Municipal Manager. She began as the Recycling Coordinator and is now the liaison between the company and the communities we serve. She earned her Bachelor's degree from Oregon State University in Education.

## Your Team

Your local team is made up of 55 Dispatchers, Operations Clerks, Route Supervisors, Depot/Yard Attendants, Maintenance Technicians and of course, Drivers, who all do their jobs each day so that your community can depend on quality service.



# Recycling

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The following is a year-over-year recycling comparison for the Benton County wasteshed. The data is reflected in tons.

COMMODITY	2020	2021	2022
COMMI NGLE	5,743	6,183	5,748
YARD WASTE	12,618	13,569	13,384
CARDBOARD	2,279	3,024	2,933
GLASS	974	1,019	848
WOOD WASTE	319	309	319
CONCRETE	0	0	0
OFFICE PAPER	0	0	0
FOOD WASTE	280	228	275
SCRAP METAL	712	771	657
ELECTRONICS	127	112	113
MOTOR OIL	4	13	13
BATTERIES	0	0	0
PLASTIC FILM	0	0	0
CONSTRUCTION DEBRIS (C&D)	0	0	0
TOTAL RECYCLING TONS	23,056	25,228	24,164
TOTAL HHW TONS*	59	73	58
TOTAL LANDFILL TONS	40,458	42,628	44,738
TOTAL WASTE	63,573	67,929	68,960

\*Hazardous Household Waste

# Recycling

## DEQ Collectors Survey 2022

Oregon Department of Environmental Quality

Material Recovery and Waste Generation

### 2022 Oregon Recycling Collector Survey

Collector Republic Services - Corvallis

Wastshed Benton



**A. Post-Consumer Materials Handled in 2022 (Single Wastshed)**

Use a separate page 1 for each Oregon wastshed.

INSTRUCTIONS: For each post-consumer material handled in 2022, record the amount obtained by each of the following collection methods. In columns (A)-(F) record the amount collected by your company. In column (G), record the amount received from other companies; list each company from which you received material. If material is received from multiple wastsheds, the totals reported (column H1) for each wastshed should, when added together, equal the total reported in column (H2) on page 2. If material is collected in only one wastshed, (H1) will equal

Materials (See Attachment A: Recovered Materials Definitions)	Unit of Measure (Type One)	Amount Collected: Only by Your Company						(G) Amount Received From Other Companies <b>**REQUIRED**</b> Company Name(s)	(H1) Total Amount Collected / Handled in This Wastshed (A) thru (G)
		(A) On-Route Residential (Curbside Only)	(B) On-Route Commercial	(C) Multi-Family	(D) Disposal Sites & Transfer Stations	(E) Other Depots & Other Residential	(F) Construction & Demolition		
<b>COMMINGLED</b> All Commingled Materials (XXX)	Tons	4,572.250	803.380			372.130		5,747.760	
<b>PAPER FIBERS</b> Newspaper / Mags. (FIB NP)	Tons							-	
Mixed Papers Only (FIB MW)	Tons							-	
Office Pack / Hi Grade (FIB HI)	Tons							-	
Cardboard / Kraft (OCC)	Tons		2,576.640			361.640		2,938.280	
<b>NON-FIBER</b> Film Plastics (PF)	Tons							-	
Plastic Bottles & Containers (RPC)	Tons							-	
Other Plastics (PO)	Tons							-	
Container Glass (GL)	Tons	498.360	22.520			423.510		944.390	
Aluminum (AL)	Tons							-	
Tinned Cans (TC)	Tons							-	
Scrap Metal (SCM)	Tons		657.100					657.100	
Lead Acid Batteries (LAB)	Units / Tons							-	
Tires (TIR)	Units / Tons							-	
Used Motor Oil (OIL)	Gallons / Tons					12.950		12.950	
Electronics (EL)	Tons					109.550		109.550	
Asphalt Roofing (RF)	Tons							-	
<b>ORGANICS</b> Food Waste (FW)	Tons		275.380					275.380	
Food Waste / Yard Debris Mix	Tons	11,596.030						11,596.030	
Wood / Lumber (WW)	Tons / CuYd							-	
Compacted Yard Debris (YD)	Tons / CuYd		107.370					107.370	
Uncompacted Yard Debris (YD)	Tons / CuYd		6.870					6.870	
<b>OTHER</b> Other	Tons							-	
Other	Tons							-	
Other	Tons							-	

# Disposal Events

## Hazardous Household Waste

Republic Services hosts disposal events that are free to the public four times a year.

The chart at right shows the number of vehicles that came through each of the hazardous household waste events in 2022.

We saw the most participants in February, with 686 vehicle taking advantage of the service. There were 416 vehicles at May's event; 575 in August and 537 in November.

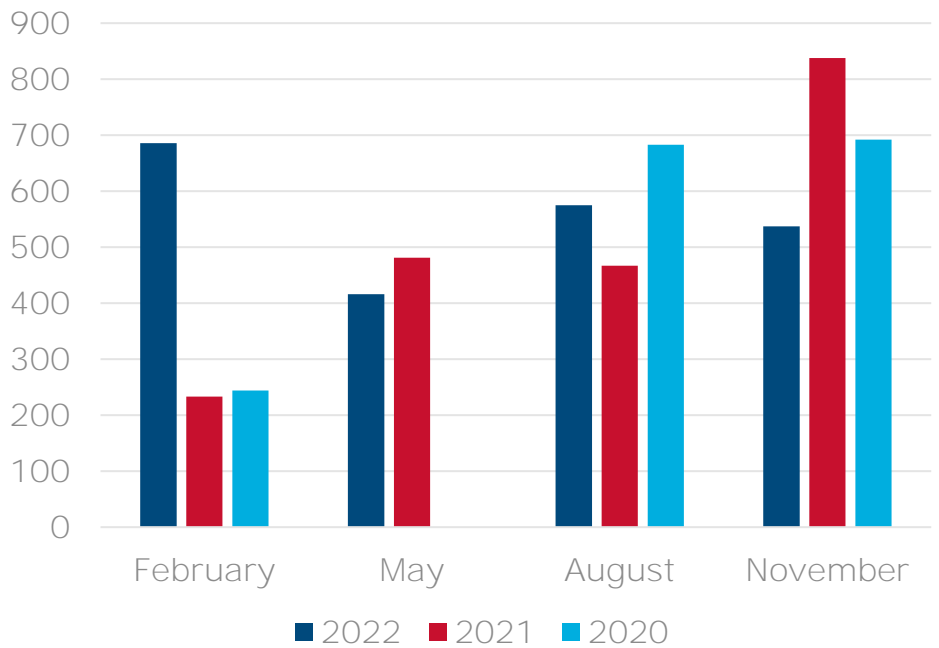
Please note that we did not hold an event in May 2020 due to the widespread emergence of COVID-19.

This second chart shows the tonnage of yard debris and metal collected during our spring-cleaning event, which is typically held in April.

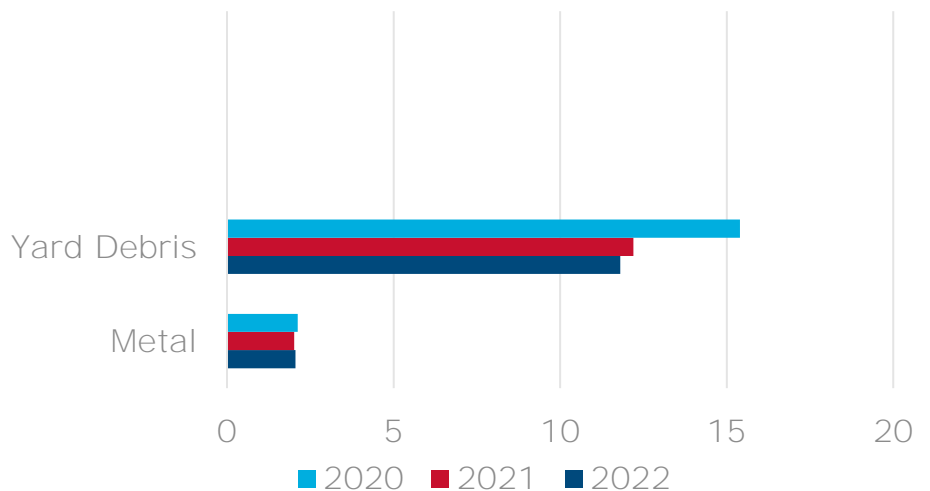
While the amount of metal collected has stayed consisted over the past three years, we did see a surge in yard debris (including wood) during the 2020 COVID-19 pandemic.

Yard debris tonnage reverted to more typical patterns in 2021 and 2022.

Cars participating



Spring Clean Tons



# Financial

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## Collection Receipts and Franchise Fees

CURRENT YEAR: 2022			Prior YEAR: 2021		
Month	2022 Receipts	Fee Paid	Month	2021 Receipts	Fee Paid
22-Jan	\$318,369	\$15,918	21-Jan	\$294,733	\$14,736
22-Feb	\$321,262	\$16,063	21-Feb	\$303,006	\$15,149
22-Mar	\$372,974	\$18,649	21-Mar	\$317,998	\$15,899
22-Apr	\$337,769	\$16,888	21-Apr	\$313,784	\$15,689
22-May	\$327,442	\$16,372	21-May	\$327,480	\$16,373
22-Jun	\$373,437	\$18,672	21-Jun	\$335,373	\$16,767
22-Jul	\$379,075	\$18,954	21-Jul	\$326,314	\$16,314
22-Aug	\$401,284	\$20,064	21-Aug	\$336,685	\$16,834
22-Sep	\$367,567	\$18,378	21-Sep	\$325,321	\$16,266
22-Oct	\$386,761	\$19,336	21-Oct	\$312,408	\$15,619
22-Nov	\$360,067	\$18,003	21-Nov	\$312,759	\$15,637
22-Dec	\$408,808	\$20,440	21-Dec	\$362,656	\$18,133
<b>TOTAL</b>	<b>\$4,354,815</b>	<b>\$217,738</b>	<b>TOTAL</b>	<b>\$3,868,517</b>	<b>\$193,417</b>



# Financial

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## State of Income

*Republic Services  
Benton County  
Statement of Income  
For the Year Ended December 31, 2021 & 2022*

	<b>2021</b>	<b>2022</b>	<b>% Change</b>
<i>Revenue</i>	3,735,580	3,934,506	5.3%
<i>Cost of Operations</i>	2,766,645	2,926,931	5.8%
<i>Gross Profit</i>	968,935	1,007,576	4.0%
<i>Sales, General and Administrative</i>	482,667	527,144	9.2%
<i>Operating Income</i>	486,268	480,431	-1.2%
<i>Provision for Income Taxes</i>	139,073	137,403	-1.2%
<i>Net Income</i>	347,195	343,028	-1.2%
<i>Net Income as a Percent of Sales</i>	9.3%	8.7%	

# Financial

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## Schedule of Direct Expense

*Republic Services  
Benton County  
Schedule of Expense  
For the Year Ended December 31, 2021 & 2022*

	<b>2021</b>	<b>2022</b>	<b>% Change</b>
<b><i>COST OF OPERATIONS</i></b>			
Labor	756,434	782,092	3%
Repairs and Maintenance	359,940	381,549	6%
Vehicle Operating Costs	108,500	141,765	31%
Facility	131,763	144,008	9%
Insurance	102,881	93,577	-9%
Disposal & Recycle Purchases	784,301	851,623	9%
Franchise Fees	193,417	192,504	13%
Franchise Fee Overpayment		25,234	
OR Corp Activity Tax	21,329	22,461	5%
Other Operating Costs	107,450	131,398	22%
Depreciation	200,631	160,718	-20%
<b><i>TOTAL COST OF OPERATIONS</i></b>	<b>2,766,645</b>	<b>2,926,931</b>	<b>6%</b>
<b><i>Sales, General and Administrative</i></b>			
Salaries	234,658	225,679	-4%
Rent and Office Expense	30,926	36,400	18%
Travel and Entertainment	8,303	9,506	14%
Professional Fees	5,999	20,636	244%
Bad Debt Expense	6,165	10,564	71%
Management Services	142,359	140,768	-1%
Other Expenses	54,257	83,591	54%
<b><i>TOTAL SALES, GENERAL &amp; ADMINISTRATIVE</i></b>	<b>482,667</b>	<b>527,144</b>	<b>9%</b>



Sustainability in Action

## **BENTON COUNTY COLLECTION FRANCHISE AGREEMENT**

This Agreement is entered into June 7, 2022, by and through Benton County, Oregon, hereinafter referred to as “County,” and Allied Waste Services of Corvallis, hereinafter referred to as “Republic Services.”

Benton County Code (BCC) 23.235(5) requires a written agreement between a successful applicant and the County upon receipt of the order granting a solid waste collection franchise.

The Board of Commissioners of Benton County has reviewed the application for renewal of the Solid Waste Collection Franchise submitted by REPUBLIC SERVICES and has found that REPUBLIC SERVICES is qualified.

Based on this review, the Board of Commissioners has issued Findings of Fact, Conclusions of Law, and an Order dated June 7, 2022 attached to this Agreement as “Exhibit A” and incorporated by this reference.

In consideration of the mutual promises and covenants set out in this Agreement, the County and REPUBLIC SERVICES agree as follows:

1. REPUBLIC SERVICES shall provide the solid waste collection and recycling services in the service areas as specified in the application submitted February 15, 2022, and subject to the conditions and specifications stated in the Findings of Fact, Conclusions of Law, and Order dated June 7, 2022.
2. This agreement shall be amended by July 1, 2024 to include the 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.
3. REPUBLIC SERVICES shall comply with agreements contained in the application, a copy of which is attached as “Exhibit B” and incorporated by this reference.
4. REPUBLIC SERVICES specifically agrees to hold County harmless and to indemnify County from and against any claim or award for damages to any person or property caused as a result of any act of REPUBLIC SERVICES pursuant to this Agreement as specified in BCC Chapter 23.

5. County shall take appropriate steps within the power of the County to protect the rights and interests granted to REPUBLIC SERVICES under the Findings of Fact, Conclusions of Law, and Order dated June 7, 2022, and shall enforce the provisions of BCC Chapter 23 as necessary to achieve compliance with this ordinance.
6. REPUBLIC SERVICES employs subject workers as defined in ORS 656.027 and shall maintain currently valid workers compensation insurance covering all subject workers throughout the period of this franchise.
7. Should County wish, during the term of this franchise, to consider a new solid waste service, REPUBLIC SERVICES agrees to provide a written proposal within a reasonable period of time that shall describe proposed methods and costs for the service.
8. REPUBLIC SERVICES is a franchisee of County. It is not to be considered an agent of the County and shall not participate in any way in the benefits provided to County employees.
9. This Agreement may be modified by a written modification signed by both parties.
10. This agreement expires with the underlying franchise.

Signed this 7th day of June 7, 2022.

REPUBLIC SERVICES  
COMPANY

BENTON COUNTY  
BOARD OF COMMISSIONERS

*Ryan P Lawlor*

Vice President

Title

DocuSigned by:

*Walter Myll*

Chair

DocuSigned by:

*Pat Malone*

Commissioner

DocuSigned by:

*Xanthippe Dugerot*

Commissioner

Approved as to Form:

DocuSigned by:

*Vance M. Cronley*

County Counsel

BEFORE THE BOARD OF COMMISSIONERS  
FOR THE STATE OF OREGON, FOR THE COUNTY OF BENTON

In the Matter of the Renewing a )  
Franchise to Provide Solid ) FINDINGS OF FACT,  
Waste Collection Pursuant to ) CONCLUSIONS OF LAW,  
Benton County Code Chapter 23 ) AND ORDER #D2022-059

I. NATURE OF THE PROCEEDING

THIS MATTER COMES BEFORE the Board of Commissioners pursuant to Benton County Code (BCC) Section 23.105 through 23.420 which empower the Board to renew solid waste collection franchises. Pursuant to BCC 23.235(1), the Board of Commissioners held a timely public hearing virtually on April 19, 2022 at 11:00 AM.

The Board, having reviewed all the evidence and testimony finds as follows:

II. FINDINGS OF FACT

1. On September 20, 2011, the Board of Commissioners granted Republic Services Inc. (REPUBLIC SERVICES) (formerly Allied Waste Services of Corvallis) a ten-year renewal of its franchise for solid waste collection in Benton County.

2. On December 1, 2021, REPUBLIC SERVICES submitted an application for renewal of the solid waste collection franchise in Benton County. REPUBLIC SERVICES submitted an amended application for renewal of the solid waste collection franchise in Benton County on February 15, 2022.

3. Under its franchise, REPUBLIC SERVICES has served the entire unincorporated area of Benton County and four incorporated cities under separate franchise agreements and two separate hauling companies, Republic Services of Corvallis (formerly Allied Waste of Corvallis) and Republic Services of Albany-Lebanon (formerly Allied Waste of Albany-Lebanon).

4. REPUBLIC SERVICES provides a full range of collection and recycling services as specified on the application. Recycling services have been provided as a part of the collection franchise since May 4, 1983.

5. On December 1, 2021, and January 26, 2022, the Benton County Solid Waste Advisory Council (SWAC) met to review the application submitted by Republic Services for renewal of the solid waste collection franchise. Both meetings were announced in the calendar of the Corvallis Gazette-Times.

6. Three public comments were received, which included the following feedback:

- a. A recommendation to consider alternative service providers to Republic Services, and a concern for limiting the possibilities for other solid waste and recycling collection services in Benton County.
- b. A request for greater emphasis on recycling in the collection franchise agreement, and an expanded list of accepted recyclable material.

7. SWAC chose not to provide a formal recommendation to the Board of Commissioners regarding the acceptance of the application, and individual members provided the following general feedback:

- a. Solid waste collection franchise application forms should be updated and revised to correct errors in spelling, grammar, and general formatting.
- b. Solid waste collection franchise application criteria should include responsiveness of the franchisee to the concerns and complaints of collection-service customers.
- c. Question regarding the county's solicitation of solid waste collection franchise applications.
- d. Question regarding the rate setting process for the collection franchise.

8. The Community Development Department considered the application in light of the following criteria from BCC 23.210 Collection Franchise Requirements:

- a. Does the applicant have a majority of the service accounts in the service area?
- b. Does the applicant have collection vehicles, equipment, facilities, and personnel sufficient to meet the standards of BCC Chapter 23, ORS Chapter 459, and applicable administrative rules?

- c. Does the applicant have sufficient experience to insure compliance with BCC Chapter 23?
- d. Does the applicant have general liability insurance in an amount and a form satisfactory to Benton County?

9. The Community Development Department review determined that the applicant demonstrated that they meet the criteria identified above. Therefore, the department recommended renewal of the collection franchise agreement to the Board of Commissioners subject to conditions which are consistent with the conditions of collection franchise application approved in 2011. Additionally, staff recommended that the Board of Commissioners encourage (either formally through the collection franchise agreement, or informally through interactions with the franchisee) responsiveness to the needs and complaints of customers.

#### CONCLUSIONS OF LAW

1. The Board of Commissioners finds that BCC Chapter 23 is applicable to this action.
2. The Board of Commissioners incorporates within the record of this proceeding the Staff Recommendations memorandum prepared by Community Development Department staff for the April 19, 2022 Board of Commissioner's public hearing and a copy of the Notice of Public Hearing.
3. BCC 23.305 provides that the process for obtaining a renewal of a solid waste collection franchise is the same process as required for obtaining the original franchise.
4. BCC 23.205 requires that applications be submitted on forms provided by the Community Development Department. REPUBLIC SERVICES has submitted these forms, properly completed.
5. BCC 23.210(1) establishes the criteria for review of collection franchise applications (set out in paragraph 8 of the Findings of Fact). REPUBLIC SERVICES complies with each criteria as specified.
6. BCC 23.210(1)(c) provides that Benton County may require a corporate surety bond if the applicant does not have sufficient experience to insure compliance with BCC



Chapter 23. REPUBLIC SERVICES has sufficient experience that this bond will not be required.

7. REPUBLIC SERVICES has provided an insurance certificate in an amount and form satisfactory to the Board of Commissioners and in compliance with BCC 23.210(1)(d).

8. BCC 23.220(1) provides that the Board of Commissioners may include recycling or reuse service in a collection franchise rather than granting a recycling or reuse franchise or permit. BCC 23.420(1)(c) provides that the board may waive the annual fee for recycling or reuse to promote recycling or reuse.

9. BCC 23.230(1) provides that the Community Development Department reviews applications, investigates as appropriate, makes a finding on the qualification of the applicant, and makes a determination of whether additional areas of service should be included or additional services or equipment should be provided. BCC 23.230(2) requires the Community Development Department to make a recommendation to the Board of Commissioners on applications. The Staff Recommendations memorandum prepared and submitted by Community Development Department staff adequately fulfills these requirements.

10. BCC 23.235(1) requires the Board of Commissioners to conduct a public hearing to consider an application within thirty (30) days of receiving the Community Development Department's recommendation. BCC 23.235(2) requires notice to be served on the applicant and any affected holder, as well as published once in a newspaper of general circulation within the franchise area not more than ten (10) nor fewer than seven (7) days before the hearing. The Board has complied with the public hearing and notice provisions.

11. BCC 23.235(5) requires the applicant to enter into a written franchise agreement with Benton County upon receipt of this Order. BCC 23.310(4) requires that acceptance of a franchise occur within thirty (30) days of issuance. Benton County shall provide a contract that shall fulfill these requirements to REPUBLIC SERVICES with this Order.

12. BCC 23.310(1) provides that the term of a collection franchise shall be ten (10) years unless the Board finds that a different term is required in the public interest.

13. BCC 23.420(1)(a) provides that a collection franchise holder shall pay a fee not to exceed five percent (5%) of the gross cash receipts from franchised collection service.

#### IV. ORDER

Based on the above Findings of Fact and Conclusions of Law the Board of Commissioners orders that the collection renewal franchise be awarded to REPUBLIC SERVICES with the following conditions and specifications:

1. The duration of the franchise shall be ten (10) years subject to renewal pursuant to BCC Chapter 23.

2. The collection franchise agreement shall be amended by July 1, 2024 to include the 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.

3. REPUBLIC SERVICES shall pay a fee to Benton County of five percent (5%) of the gross cash receipts from collection service provided in the service area included in the franchise.

Payments are to be sent after each quarter to:

Benton County Environmental Health

PO Box 579

Corvallis, Oregon 97339-0579

4. REPUBLIC SERVICES shall comply with all applicable provisions set forth in BCC Chapter 23, and all agreements contained in the application for service and the agreement for providing solid waste collection service between REPUBLIC SERVICES and Benton County.

5. Based upon the experience of REPUBLIC SERVICES, no surety bond shall be required.

6. REPUBLIC SERVICES shall execute a written agreement with Benton County for providing solid waste collection service within thirty days of issuance of the franchise. Benton County shall provide the agreement to REPUBLIC SERVICES.

7. When Benton County wishes to consider any new solid waste service, REPUBLIC SERVICES shall provide a written proposal within a reasonable period of time that describes proposed methods and costs for the service.

8. Annually, or upon request, REPUBLIC SERVICES shall provide a map to Benton County showing residential collection schedules by day of week and services provided. REPUBLIC SERVICES shall provide the maps in an electronic format acceptable to Benton County and REPUBLIC SERVICES. In the event that either existing services are extended, new services are provided, or re-routing significantly changes the days of residential collection, REPUBLIC SERVICES shall inform Benton County and provide an updated map.

9. REPUBLIC SERVICES shall coordinate recycling efforts with other solid waste collection efforts in Benton County Wasteshed to further enhance recycling and recovery efforts and to meet wasteshed recovery goals as mandated by the state.

10. REPUBLIC SERVICES shall maintain current general liability insurance in an amount sufficient to protect Benton County under the Tort Claim Limits Act. The insurance shall name Benton County as an additional insured and shall provide thirty (30) days notice of cancellation or other change in coverage. REPUBLIC SERVICES shall maintain current Worker’s Compensation insurance on all subject employees at all times during the period of this franchise.

11. REPUBLIC SERVICES’s recycling services shall be included in the collection franchise. The recycling fee is waived to promote recycling and reuse.

ADOPTED this 7th day of June, 2022

Signed this 7th day of June, 2022.

BENTON COUNTY BOARD OF COMMISSIONERS

DocuSigned by:  
*Nancy Wise*

65593F1F840F4FD  
Nancy Wise, Chair

DocuSigned by:  
*Pat Malone*

744FC1377E0E4F...  
Pat Malone, Commissioner

DocuSigned by:  
*Xan Augerot*

66F405FE8021409...  
Xanthippe Augerot, Commissioner

Approved as to Form:

DocuSigned by:  
*Vance M. Croney*

B0B67924472B4FA...  
Vance M. Croney, County Counsel

BENTON COUNTY SOLID WASTE APPLICATION FORM

All of the information required in this application and required attachments shall be supplied prior to any consideration by the staff and Board of Commissioners of Benton County. The staff of Board may require your to provide additional information.

If you need assistance in completing your application, contact the Benton County Planning Department at 360 SW Avery Ave., Corvallis, OR 97333, 541-766-6891. Mail or deliver the completed application to the above address.

For further information, see the Benton County Solid Waste Management Ordinance (Ordinance No. 23) A copy is available at the above address.

If you need additional room, attach a separate sheet or write on back of appropriate page.

ALL APPLICANTS MUST COMPLETE THE FIRST FIVE PAGES OF THIS FORM.

1. YOUR BUSINESS:           Corvallis Disposal Company  
 \_\_\_\_\_

YOUR NAME:                 Shawn Edmonds  
 \_\_\_\_\_

TITLE:                         General Manager  
 \_\_\_\_\_

MAIL ADDRESS:             110 NE Walnut Blvd  
 \_\_\_\_\_  
                                   Corvallis, Oregon 97330  
 \_\_\_\_\_

OFFICE STREET OR ROAD ADDRESS: SAME  
 \_\_\_\_\_

TELEPHONE                   541-801-2100  
 \_\_\_\_\_

EMERGENCY TELEPHONE    541-286-8749  
 \_\_\_\_\_

2. BUSINESS FORM  
 \_\_\_\_\_

SOLE PROPRIETORSHIP:  
 \_\_\_\_\_

PARTNERSHIP:  
 \_\_\_\_\_

NAMES OF PARTNERS:  
 \_\_\_\_\_

CORPORATION: X

SUBCHAPTER S:

NAMES OF PRINCIPAL SHAREHOLDERS: Republic Services Inc.

3. YOU ARE APPLYING FOR ONE OR MORE OF THE FOLLOWING> CHECK EACH ITEM FOR WHICH APPLICATION IS MADE:

APPLYING FOR	COMPLETE FORM		PAGES
	FOR NEW OR RENEWAL		
A. COLLECTION FRANCHISE	NEW _____	A	A1-A5
	RENEWAL ___X___		
B. PERMIT FOR DEPOT TYPE RECYCLING COLLECTION	NEW _____	B	B1-B3
	RENEWAL _____	B	B1-B3
C. RECYCLING COLLECTION PERMIT	NEW _____	C	C1-C4
	RENEWAL _____	C	C1-C4
D. CERTIFICATE FOR PUR- CHASE OF TOTALLY SOURCE SEPARATED MATERIALS FOR FAIR MARKET VALUE	NEW _____	D	D1-D2
	RENEWAL _____	D	D1-D2
E. TRANSFER STATION FRANCHISE	NEW _____	E	E1-E7
	RENEWAL _____	E	E1-E7
F. LANDFILL DISPOSAL SITE FRANCHISE	NEW _____	F	F1-F6
	RENEWAL _____	F	F1-F6
G. RESOURCE RECOVERY FACILITY FRANCHISE	NEW _____	G	G1-G7
	RENEWAL _____	G	G1-G7
H. EXEMPTION FROM THE REQUIREMENTS OF THE SOLID WASTE ORDINANCE	NEW _____	H	H1-H6
	RENEWAL _____	H	H1-H6
I. TRANSFER OF : FRANCHISE CERTIFICATE PERMIT	A,E,F OR G AS APPROPRIATE D B OR C AS APPROPRIATE		
J. OTHER, SPECIFY	CONSULT WITH		

\_\_\_\_\_ At

4. WHO WILL BE RESPONSIBLE FOR:

A. MANAGING THE BUSINESS AND COMPLIANCE WITH THE ORDINANCE

NAME Shawn Edmonds

ADDRESS 110 NE Walnut Blvd

CITY, Corvallis STATE Oregon ZIP 97330

TELEPHONE 541-754-0444

B. ANSWERING CUSTOMER COMPLIAINTS AND PROVIDING INFORMATION

NAME Shawn Edmonds

ADDRESS 110 NE Walnut Blvd

CITY Corvallis STATE OR ZIP 97330

TELEPHONE 541-754-0444

5. THE APPLICANT AGREES THAT I OR WE:

A. HAVE READ THE APPLICATION PROVISIONS OF THE BENTON COUNTY SOLID WASTE MANAGEMENT ORDINANCE AND WILL COMPLY WITH THAT ORDINANCE AND REGULATIONS ADOPTED UNDER IT.

B. AM/ARE COMMITTED TO PROVIDING THE BEST SERVICE THAT IS TECHNOLOGICALLY, ECONOMICALLY AND LEGALLY FEASIBLE.

C. WILL FULLY COOPERATE WITH THE DEPARTMENT, THE SOLID WASTE ADVISORY COUNCIL AND THE BOARD IN CARRYING OUT THE DUTIES AND RESPONSIBILITIES SPECIFICALLY SET FORTH IN THE ORDINANCE AND ANY FRANCHISES, PERMIT OR CERTIFICATE GRANTED TO APPLICANT.

D. WILL MAKE ANY REQUIRED PAYMENTS TO BENTON COUNTY ON TIME AND IN THE MANNER PRESCRIBED.

E. WILL MAKE A REASONABLE EFFORT TOT RESOLVE CUSTOMER COMPLAINTS ON SERVICE; WILL RECORD WRITTEN COMPLAINTS; AND, WILL KEEP A RECORD OF THE DISPOSITION OF WRITTEN COMPLAINTS.

F. AGREE THAT THE BOARD MAY, FOR CAUSE AS STATED IN THE ORDINANCE, AFTER WRITTEN NOTICE, ESTABLISH, PROVIDE OR MAINTAIN NECESSARY PUBLIC SERVICE AS FOLLOWS:

- (1) PROVIDE THE SERVICE AND CHARGE THE COST TO THE FRANCHISE OR PERMITTEE, OR
  - (2) ESTABLISH AND AMEND NECESSARY REGULATIONS ON SOLID WASTE MANAGEMENT, OR
  - (3) ENFORCE THE FRANCHISE, CERTIFICATE OF PERMIT BY CIVIL ACTION, OR
  - (4) TERMINATE THE FRANCHISE, CERTIFICATE OR PERMIT, OR
  - (5) A COMBINATION OF THESE AND OTHER REMEDIES.
- G. WILL ENDORSE A WRITTEN ACCEPTANCE OF THE FRANCHISE, PERMIT OR CERTIFICATE ON THAT DOCUMENT WITHIN 30 DAYS AFTER ISSUANCE BY THE BOARD.
- H. WILL NOTIFY THE DEPARTMENT OF ANY SUIT OR PENDING ACTION AGAINST THE FRANCHISEE, PERMITTEE OR HOLDER OF THE CERTIFICATE THAT MAY INVOLVE THE COUNTY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, OR EMPLOYEES.
- I. WILL NOT, UNLESS OTHERWISE PROVIDED BY ORDINANCE OR UNLESS CURRENTLY FRANCHISED FOR THE SERVICE BY BENTON COUNTY, SOLICIT SERVICE CUSTOMERS, ADVERTISE THE PROVIDING OF SERVICE OR PROVIDE SERVICES IN BENTON COUNTY OUTSIDE OF INCORPORATED CITIES UNLESS AND UNTIL GRANTED THE FRANCHISE, PERMIT OR EXCEPTION APPLIED FOR.
- J. AGREE BY SIGNING THIS APPLICATION AND AGREE THAT IT SHALL BE A CONDITION OF THE FRANCHISE OF PERMIT APPLIED FOR OR, IF SO DETERMINED BY THE BOARD ANY EXEMPTION APPLIED FOR, THAT WHENEVER THE BOARD DETERMINES THAT THE FAILURE OF SERVICE, OR THE THREATENED FAILURE OF SERVICE, WOULD RESULT IN CREATION OF ANY IMMEDIATE AND SERIOUS HEALTH HAZARD FOR SERIOUS PUBLIC NUISANCE, THE BOARD, AFTER A MINIMUM OF TWENTY-FOUR (24) HOURS WRITTEN NOTICE TO THE UNDERSIGNED APPLICANT, AUTHORIZE COUNTY PERSONNEL OR ANOTHER PERSON TO TEMPORARILY PROVIDE THE SERVICE OR TO USE AND OPERATE THE LAND, FACILITIES OR EQUIPMENT OF THE UNDERSIGNED APPLICANT; AND FURTHER AGREE THAT THE BOARD MAY AUTHORIZE WHATEVER EXPENSES ARE NECESSARY TO OPERATE SUCH LAND, FACILITIES OR EQUIPMENT CONSISTENT OF SECTION 13 OF ORDINANCE NO. 23, BENTON COUNTY. APPLICANT UNDERSTANDS THAT THE BOARD WILL RETURN ANY SEIZED PROPERTY OR BUSINESS UPON THE ABATEMENT OF THE ACTUAL OR THREATENED INTERRUPTION OF SERVICE.

## FORM A COLLECTION FRANCHISE

1. THIS IS FOR A NEW FRANCHISE \_\_\_\_\_ RENEWAL  TRANSFER \_\_\_\_\_
2. SERVICE AREA:
- A. ATTACH A LEGAL DESCRIPTION BY METES AND BOUNDS. USE ROADS AND HIGHWAYS WHERE POSSIBLE.
- B. ATTACH A MAP OF THE SERVICE AREA.
- C. EVEN THOUGH THEY ARE NOT COVERED BY FRANCHISE, LIST CITIES SERVED IN BENTON COUNTY Corvallis, Philomath, Adair Village, Monroe, Alsea, Belfountain.
- D. AS APPLICANT, I/WE SERVE THE MAJORITY OF CUSTOMERS WHO HAVE SERVICE IN THIS SERVICE AREA. YES  NO \_\_\_\_\_ YOU MAY ATTACH A LIST OF CUSTOMERS SERVED.
- E. AS APPLICANT, I/WE ALLEGE THAT ONE OR MORE OF THE FOLLOWING IS TRUE. CHECK ALL APPROPRIATE ANSWERS AND PROVIDE REQUIRED INFORMATION:
- (1.) THE SERVICE AREA WAS FRANCHISED TO THE APPLICANT UNDER THE PREVIOUS BENTON COUNTY SOLID WASTE ORDINANCE AND THE FRANCHISE IS STILL IN EFFECT. YES  NO \_\_\_\_\_.
- (2.) APPLICANT IS APPLYING FOR A TRANSFER OR FRANCHISE FROM  
NAME  
ATTACH LETTER FROM EXISTING FRANCHISE HOLDER REQUESTING THE TRANSFER OR HAVE FRANCHISE HOLDER SIGN HERE:
- (3.) THE SERVICE AREA IS NOT FRANCHISED TO ANOTHER PERSON  
YES  NO \_\_\_\_\_
- (4.) THE SERVICE AREA IS NOT BEING ADEQUATELY SERVED AND THER IS A SUBSTANTIAL DEMAND FROM CUSTOMERS FOR A CHANGE IN SERVICE. YES \_\_\_\_\_ NO   
ATTACH DOCUMENTATION OF DEMAND FROM CUSTOMERS FOR A CHANGE.
- (5.) THE SERVICE AREA IS PRESENTLY FRANCHISED, BUT THE FOLLOWING SERVICE IS NOT BEING PROVIDED (DESCRIBE THE SERVICE): N/A

IS THIS APPLICATION LIMITED TO JUST THIS SERVICE?

YES \_\_\_\_\_ NO



6. VERIFICATION

THIS APPLICATION IS, TO THE BEST OF APPLICANT'S KNOWLEDGE TRUE, CORRECT AND COMPLETE. IT IS UNDERSTOOD AND AGREED THAT MATERIALLY MISREPRESENTED FACTS OR INFORMATION GIVEN IN THIS APPLICATION IS CAUSE FOR SUSPENSION, REVOCATION, REFUSAL TO RENEW, DENIAL OF MODIFICATION OF ANY FRANCHISE, PERMIT OR CERTIFICATE COVERED BY THIS APPLICATION.

SIGNED THIS   1   DAY OF December       , 2021

---

Applicant's signature (President of Corporation; or Owner of Sole Proprietorship)



---

Additional Partners' Signatures for Partnership

---

F. DESCRIBE ANY PART OF THE SERVICE AREA IN WHICH YOU DO NOT NOW OR WOULD NOT PROVIDE SERVICE UNTIL ECONOMICALLY FEASIBLE.

3. LOCATION OF OFFICES FOR PAYMENT OF BILLS OR REQUESTS FOR SERVICE:

110 NW Walnut Blvd, Corvallis, OR. 07330

TELEPHONE 541-754-0444 HOURS 8:00 TO 5:00 PM EXCEPT NOON? YES NO X NO

4. FOR DROP BOX SERVICE ONLY, LOCATION OF BASE STATION FOR TRUCKS:

5. SERVICES: IF THE YEARS EXPERIENCE ARE OUTSIDE BENTON COUNTY, ATTACH EXPLANATION OF WHERE AND NUMBER OF YEARS EXPERIENCE.

TYPES OF SERVICE	FREQUENCY OF SERVICE	YEARS
APPLIED FOR:		EXPERIENCE
<input type="checkbox"/> Residential Can and Carts	Weekly	60
<input checked="" type="checkbox"/> Yard		
<input checked="" type="checkbox"/> Curb		
<input checked="" type="checkbox"/> Commercial Can	Weekly – As Needed	60
<input checked="" type="checkbox"/> Commercial Container	Weekly – As Needed	60
<input checked="" type="checkbox"/> Drop Box	As Needed	60
<input checked="" type="checkbox"/> Recycling Depot	Weekly – As Needed	32
Materials Handled:		
<input checked="" type="checkbox"/> Glass	As Needed	32
<input checked="" type="checkbox"/> Tin	Weekly – As Needed	32
<input checked="" type="checkbox"/> Cardboard	Weekly – As Needed	32
<input checked="" type="checkbox"/> Aluminum	Weekly – As Needed	32
<input checked="" type="checkbox"/> Mixed Paper	Weekly – As Needed	32
<input checked="" type="checkbox"/> Plastic Bottles, Tubs Jugs	Weekly – As Needed	20
Other: Specify		
Motor Oil	At Depot Only	20

## 5. SERVICES (CONTINUED)

<input checked="" type="checkbox"/> On-Route Recycling Residential Routes	Weekly	32
<input checked="" type="checkbox"/> On-Route Recycling, Commercial Routes	Weekly – As Needed	32

## On-Route Materials Handled:

<input checked="" type="checkbox"/> Mixed Recycling Tin/Aluminum/Mixed Plastic Bottle, Jugs, Tubs/Mixed Paper/Cardboard	Weekly	32
<input checked="" type="checkbox"/> Motor Oil	Weekly	32
<input checked="" type="checkbox"/> Mixed Organics	Weekly	13
<input type="checkbox"/> Other Resource Recovery Services, Specify		

<input checked="" type="checkbox"/> Demolition & Construction Wastes	As Needed	60
<input checked="" type="checkbox"/> Bulk Hauling	As Needed	60
<input checked="" type="checkbox"/> Tires	As Needed	32
<input checked="" type="checkbox"/> Appliances & Furniture	As Needed	60
<input type="checkbox"/> Other		

6. SUBCONTRACTS. ATTACH COPY OF SUBCONTRACTS FOR ANY OF SERVICES LISTED IN THIS FRANCHISE APPLICATION. WRITTEN PERMISSION IS REQUIRED BY THE DEPARTMENT. FRANCHISEE REMAINS RESPONSIBLE FOR THE SERVICE.
7. RATES. IF RATES HAVE BEEN APPROVED BY BENTON COUNTY, ATTACH SCHEDULE. IF NOT, ATTACH SCHEDULE OF PROPOSED RATES.

FOR NONSCHEDULED SERVICES, YOU MAY INCLUDE A STATEMENT ON THE RATE SCHEDULE THAT: "NONSCHEDULED SERVICES PROVIDED BY THE FRANCHISEE WILL BE CHARGED AT THE REASONABLE COST OF PROVIDING THE SERVICE AND WITH A REASONABLE RETURN TO THE FRANCHISEE.

8. SERVICE DATE:

SERVICE IS CURRENTLY BEING PROVIDED. YES  NO .

IF SERVICE IS NOT PROVIDED NOW, PROPOSED SERVICE WILL BEGIN ON

- 
9. NUMBER OF EMPLOYEES:

6 MANAGEMENT

45 DRIVERS

6 OFFICE

6 SHOP

1 OTHER ( Recycle Education Coordinator)

10. FACILITIES. DO YOU PROVIDE YOUR OWN TRUCK AND EQUIPMENT REPAIR SHOP?

YES  NO

11. LIST OF EQUIPMENT. THE FOLLOWING TYPES OF EQUIPMENT ARE USED OR WILL BE USED. CHECK APPROPRIATE CATEGORIES:

Packers:

Side Loader

Rear Loader

Front Loader

Satellite (13 yards of under)

- Open Body Truck  
 Open Body Dump Truck  
 Specialty Recycling Vehicle or Trailer  
 Drop Box Truck  
 Scooter Satellite  
 Other Vehicles, Specify:  
     Fork Truck, Loader

## Containers Supplied or Serviced:

- 1-2 Yards  
 2-4 Yards  
 4-6 yards  
 Larger  
 Compacted, Front Loader  
 Compacted, Rear Loader  
 For Recycling or Reuse

## Drop Boxes Supplied or Serviced:

- 10 Yards  
 20 Yards  
 30 Yards  
 40 Yards  
 50 Yards  
 Compacted to Maximum Size of 40 Yards  
 For Recycling or Reuse

12. DISPOSAL SITES, FACILITIES OR MARKETS. TO BE UTILIZED FOR DISPOSAL. CHECK ALL THAT APPLY AND SUPPLY REQUIRED INFORMATION:

- COFFIN BUTTE  
 OTHER SITE. NAME: \_\_\_\_\_  
 RESOURCE RECOVERY FACILITY. NAME: Pacific Region Compost

LOCATION: 29969 Camp Adair Rd, Monmouth

\_\_\_\_\_RECYCLING AND RESOURCE RECOVERY MARKETS FOR RECOVERED MATERIALS.

NAME:\_\_\_Source Recycling\_\_\_\_\_

LOCATION: 830 sw 30<sup>TH</sup> , Albany

13. GROSS REVENUE. IF YOU HAVE BEEN IN BUSINESS FOR THE PRECEDING CALENDAR YEAR, ENTER GROSS REVENUE FROM SERVICES COVERED BY THIS APPLICATION FOR FRANCHISE: \$\_3,513,828\_\_\_\_\_. IF NOT, ENTER THE ESTIMATED ANNUAL GROSS DOLLAR VOLUME: \$\_\_\_\_\_.

14. BOND. IF THE BOARD FINDS THAT YOU DO NOT HAVE ADEQUATE EXPERIENCE IN PROVIDING THE REQUIRED SERVICE, IT MAY REQUIRE A PERFORMANCE BOND.

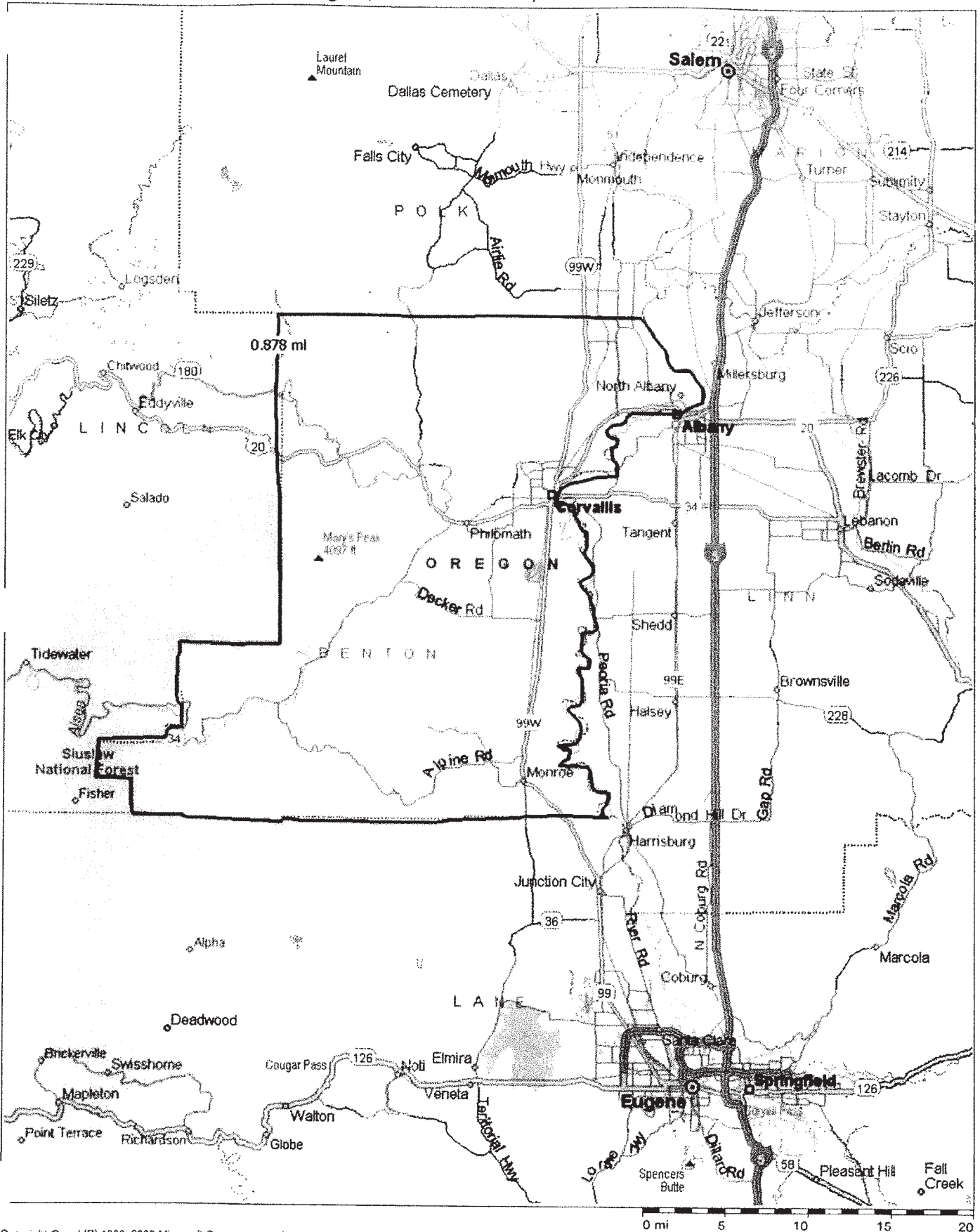
15. INSURANCE: ATTACH A CERTIFICATE OF INSURANCE OR SIGN BELOW INSURANCE MINIMUM IS PROVIDED BY ORDINANCE OR BY ORDER OF THE BOARD. THE CERTIFICATE SHALL NAME BENTON COUNTY AS ADDITIONAL INSURED.

I WILL PROVIDE THE REQUIRED INSURANCE CERTIFICATE PRIOR TO COMMENCING OPERATIONS

\_\_\_\_\_  
(YOUR SIGNATURE)

16. ADEQUATE PUBLIC SERVICE. PROVIDE ALL REQUIRED INFORMATION ON ADEQUATE PUBLIC SERVICE FROM THE FORM ON PAGES 6-7

Oregon, United States, North America



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SOLID WASTE MANAGEMENT

ADMINISTRATION

23.005 Definitions. As used in BCC Chapter 23:

- (1) **"Council"** means the County Solid Waste Advisory Council established pursuant to this section.
- (2) **"Uncovered Load"** means a load which is:
  - (a) not completely covered on all sides and on the top and bottom and such cover is either a part of or securely fastened to the body of the motor vehicle or trailer,
  - (b) not securely tied to the body of the motor vehicle or trailer so that no piece, article, item or part of such solid waste or recyclable material is not fastened to the body of the motor vehicle or trailer, or
  - (c) not contained in the body of the motor vehicle or trailer, in such a way as to prevent any part of the solid waste or recyclable material from being deposited upon any private or public property, road, right-of-way or driveway within the County.
- (3) **"Department"** means the Benton County Community Development Department.
- (4) **"Discarded Vehicle"** means any vehicle which does not have a lawfully affixed unexpired license plate and is inoperative, wrecked, dismantled or partially dismantled, abandoned or junked. A "discarded vehicle" is a form of "Solid Waste".
- (5) **"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.
- (6) **"Franchise"** includes a franchise, certificate, contract or license issued by a local government unit authorizing a person to provide solid waste management services.
- (7) **"Hazardous Waste"** means any hazardous waste as defined by ORS 466.005 or wastes found by the franchisee to be hazardous to service workers, service equipment or facilities, or to the public. "Hazardous waste" shall also include "hazardous waste" as defined by other governmental units which have legislative or administrative jurisdiction.
- (8) **"Holder"** means a person to whom the Board has granted a franchise or permit.
- (9) **"Landfill"** means a facility for the disposal of solid waste involving the placement of solid waste on or beneath the land surface.
- (10) **"Permit"** means a limited license to provide only specified recycling or reuse services.
- (11) **"Person"** means any individual or other legal entity.
- (12) **"Resource Recovery"** means the process of obtaining useful material or energy resources from solid waste, including source separation and materials or energy recovery.



(13) **"Service"** means the collection, transportation, and disposal of, or resource recovery from, solid waste. "Service area" is the geographic area in which service is provided.

(14) **"Solid Waste"** means all useless or discarded putrescible and nonputrescible 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 semisolid materials, dead animals and infectious waste as defined in ORS 459.386.

(15) **"Solid Waste Management"** means 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.

(16) **"Source Separation"** means the separation of waste materials by the generator in preparation for recycling.

(17) **"Waste"** means material that is no longer directly usable by the source, and which is to be disposed of or may be resource recovered by another person.

(a) The fact some materials have value and may be recovered, reconditioned or resold, does not exempt such materials from the definition of "waste".

(b) Separation of materials from other wastes by the source does not remove the materials from this definition. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 94-0108; Ord. 2000-0165; Ord. 2003-0183]

**23.010 Purpose.** In order to protect the health, safety and welfare of the people of Benton County and to provide a solid waste management program, it is declared to be the public policy of Benton County to regulate solid waste management to:

(1) Provide for a coordinated solid waste management program and administration with cities within Benton County and with other counties or cities under existing and future regional programs.

(2) Provide for cooperation and agreements between Benton County and cities and other counties involving joint or regional franchising of solid waste service.

(3) Provide standards, regulations and franchising to ensure the safe and sanitary accumulation, storage, collection, transportation and disposal or resource recovery of solid wastes and ensure maintenance of solid waste collection, resource recovery and disposal service.

(4) Encourage research, studies, surveys and demonstration projects to develop a safe, sanitary, efficient, and economical solid waste management system.

(5) Provide research, development and promotion of and public education for technologically and economically feasible resource recovery including recycling and reuse, by and through the franchisees or permittees and other persons.

(6) Eliminate duplication of service or routes to conserve energy and material resources, reduce air pollution, noise pollution, truck traffic, and increase efficiency, thereby minimizing consumer cost.

(7) Encourage the use of the capabilities and expertise of private industry and encourage volunteer efforts in accomplishing the purposes of BCC Chapter 23.

- (8) Provide equitable classes of collection rates to classes or users of solid waste services that are just, fair, reasonable, and adequate to provide necessary services to the public, justify investment in solid waste management systems and provide for equipment and systems modernization to meet environmental service requirements and technology.
- (9) Minimize the cost and burden of regulation, administration and enforcement.
- (10) Provide for public input in solid waste management.
- (11) Carry out the local government responsibility and authority for solid waste management under ORS 459, and carry out the mandate for waste reduction under Chapter 773, Oregon Laws, 1979. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2000-0165]

**23.015 Administration.** Administration under the supervision of the Board shall be by the Benton County Community Development Department under the Director or designate. The following persons and agencies shall assist the Department in carrying out its duties under BCC Chapter 23: The Planning Commission(Planning, Zoning and Land Use); Health Department (Environmental Health); Solid Waste Advisory Council (Solid Waste Management Planning); Finance Department (Fiscal Management and Rates); Public Works Department (Public and Private Facilities); County Counsel, District Attorney and Sheriff (Enforcement). [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2000-0165]

**23.020 Solid Waste Advisory Council Established.** The Board shall create a County Solid Waste Advisory Council in accordance with Benton County Code sections 23.025 through 23.035 and may create a Regional Solid Waste Advisory Council or Committee in cooperation with cities and other counties. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2003-0183]

**23.025 County Solid Waste Advisory Council Membership.**

(1) The Council shall consist of ten (10) voting members, and three (3) ex-officio, not voting members, with specific membership details identified in the Solid Waste Advisory Council Bylaws. All members shall be appointed by the Board. The following persons may be appointed by the Board as ex officio members entitled to participate in proceedings of the Council, but not to vote: the Director of the Community Development Department or designate; a collection franchise holder; a disposal site franchise holder; a person holding a permit; or a person lawfully engaged in providing recycling or reuse service or the promotion or education for such service. The Board may appoint additional ex officio members as they see fit. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 95-0115; Ord. 2003-0183]

**23.030 County Solid Waste Advisory Council Terms.** Members shall serve at the pleasure of the Board. The Council shall select its own chairperson and vice chairperson. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 2003-0183]

**23.035 County Solid Waste Advisory Council Duties.** The Council shall assist the Board in planning and implementation of solid waste management. First priority shall be given to those areas assigned by the Board including maintenance of County roads in the vicinity of Coffin Butte and to recycling and reuse and matters related to those areas. The County Solid Waste Advisory Council shall provide input or recommendations to the Board on the use of the host surcharge. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2000-0165; Ord. 2003-0183]

**FRANCHISES AND PERMITS**

**23.105 Franchise or Permit Required to Provide Service.** No person shall solicit for service customers or provide service in Benton County, without first acquiring a franchise or permit under BCC Chapter 23 unless specifically exempted pursuant to this section. BCC Chapter 23 shall not apply within the limits of an incorporated city, except as may be provided through an agreement with the city. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035]

**23.110 Exemptions to Requirement for Franchise or Permit.**

(1) The following persons or practices are exempted from the requirements of BCC Chapter 23:

(a) 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.

(b) A religious, charitable, benevolent or fraternal organization, which organization 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 and reuses or recycles totally source separated materials, or operates a collection center for totally source separated materials.

(c) The collection, transportation or redemption of returnable beverage containers under the "Bottle Bill" (ORS Chapter 459).

(d) A producer who transports and disposes of waste created as an incidental part of the regular operation of a licensed auto wrecking business or a janitorial service or a gardening or landscaping service, or a septic tank pumping or sludge collection or disposal service. "Janitorial service" does not include accumulation or collection of wastes produced by a property owner or occupant.

(e) The transportation by a person of solid waste produced by the person to a disposal site or resource recovery site or market. In the case of non-owner occupied property, the exemption applies only to waste which is produced and transported by the occupant of the premises and not by the landlord or property owner or agent.

(f) The collection by the County or other subordinate jurisdiction of leaves, street sweepings or similar wastes, and transportation to a disposal site, resource recovery site or market.

(g) A person engaging in the practice or business of the purchase of totally source separated solid wastes for fair market value, provided, however, that the person shall obtain a certificate from the Department for this service prior to commencing business in the County. Application shall be on forms supplied by the Department, which shall require information sufficient to determine qualifications under this exemption. The application shall be accompanied by a certificate fee. A holder may obtain a certificate under this subsection.

(h) A collection center for totally source separated materials operated by a nonprofit organization which was organized for one or more solid waste management purposes in addition to other purposes of the organization, provided that the operation has been continuous from January 16, 1981. This exemption terminates upon termination of collection center operations following January 16, 1981. The nonprofit corporate operator of an existing collection center shall apply for a permit from the County within 30 days after the effective date of BCC Chapter 23.

(2) The following disposal sites are exempted from the requirements of this ordinance.

- (a) A landfill which is used by the owner or person in control of the premises to dispose of rock, soil, concrete or other similar nondecomposable material, unless the site is used by the public either directly or through a collection service.
- (b) A portion of land or a facility specifically possessing a waste water discharge permit pursuant to ORS Chapter 468B and in compliance with all Oregon Environmental Quality Commission regulations on solid waste management.
- (c) Land on which solid wastes are used for fertilizer or for other productive purposes or which are salvageable as such materials are used on land in agricultural operations and the growing or harvesting of crops and the raising of animals. ORS 459.005(24)(b).
- (d) 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.
- (e) A site operated by a wrecker issued a certificate under ORS 822.110. Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2003-0183]

**23.115 Additional Exemptions Upon Application.** In addition to the exemption listed above the Board may grant additional exemptions, as follows:

- (1) An applicant shall obtain an application for exemption from the Department. A completed application shall be filed with the Department.
- (2) Upon twenty (20) days written notice to the applicant and affected franchisees or permittees, a public hearing shall be held before the Board.
- (3) The Department shall review the application and provide information and recommendations to the Board to assist it in reaching a determination.
- (4) At the conclusion of the hearing to consider the application, the Board shall make a decision, including written findings, based upon the following factors, among others:
  - (a) The purpose stated in BCC 23.010.
  - (b) The ability of the existing franchise holders or exemption holders to provide the required service.
  - (c) Unnecessary or unreasonable hardships or practical difficulties which can be relieved only by granting an exemption.
  - (d) Whether the granting of an exemption will be materially detrimental or have a substantial negative impact on service, consumer rates, or the holder of the service area or service.
  - (e) The ability of the applicant to secure the necessary equipment and personnel to provide the service.
- (5) The Board's decision shall be mailed to the applicant and affected holders by first class mail. The Board may attach any conditions or limitations to the granting or exercising of an exemption deemed necessary to carry out the purposes and policies of Chapter 23. The Board also may impose additional conditions on an existing holder in this regard. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2000-0165]

## APPLICATION AND QUALIFICATIONS

**23.205 Applications Required for Franchises and Permits.** Applications for franchises and permits shall be on forms provided by the Department. In addition to information required on the forms, the Department may require the filing of any additional information it deems necessary to ensure compliance with BCC Chapter 23. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035]

### 23.210 Collection Franchise Requirements.

(1) An applicant for an original collection franchise or for a collection franchise transfer shall demonstrate to the satisfaction of the Board that the applicant:

(a) Has a majority of the service accounts in the service area for which he has applied, as evidenced by a list of customers served; and

(b) Has available collection vehicles, equipment, facilities and personnel sufficient to meet the standards established by BCC Chapter 23, ORS Chapter 459 and applicable administrative rules. If the applicant proposes to serve a service area which is wholly or in part under franchise to another person, or to replace such person 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 service; and

(c) Has sufficient experience to ensure compliance with BCC Chapter 23. If the applicant does not have sufficient experience, the Board may require the applicant to submit a corporate surety bond, in the amount of not less than \$500,000.00, guaranteeing full and faithful performance by the applicant of the duties and obligations of a franchisee under the provisions of BCC Chapter 23 and applicable federal, state and local laws and rules or regulations, and holding Benton County harmless from liability; and

(d) Has in force, or intends to provide for, public liability insurance in the amount of not less than \$2,500,000.00 for injury to a single person, or \$10,000,000.00 for injury to a group of persons and property damage insurance in the amount of not less than \$5,000,000.00, which shall be evidenced by a certificate of insurance or a letter of intent. Upon award of a franchise, any applicant providing only a letter of intent with the application shall provide a copy of a certificate of insurance prior to the effective date of the franchise. The certificate shall name Benton County as an additional insured. The Board may, by order, increase the minimum amount of required insurance to meet inflationary costs; and

(e) When requesting a transfer of franchise, the applicant must submit, as part of the application, a letter from the current franchisee requesting the transfer.

(2) If the applicant is not already serving the area proposed to be served, applicant shall show that:

(a) The defined service area has not been franchised to another person; or

(b) The defined service area is not being presently served by a holder pursuant to any schedule established as part of the franchise in accordance with BCC Chapter 23; or

(c) The defined service area is not being adequately served by a holder and there is a substantial demand from customers within the area for a change of service to that area. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2003-0183]

**23.215 Disposal Site Franchise Requirements.** An applicant for an original disposal site franchise or franchise transfer shall demonstrate, to the satisfaction of the Board:

(1) The type of disposal site and the transfer, disposal, processing or resource recovery method to be employed, together with any proposed special regulations dealing with hazardous wastes or concerning the types of waste that will be accepted at the disposal site; and

(2) That the applicant has available land, equipment, management, facilities and personnel to meet the standards established by BCC Chapter 23, ORS Chapter 459 and applicable rules, and has insurance equal to that required for a collection franchise; and

(3) That the applicant has sufficient experience to ensure compliance with BCC Chapter 23.

(a) If the applicant does not have sufficient experience, the Board may either deny the application or require the applicant to submit a corporate surety bond in the maximum amount of \$10,000,000.00, which guarantees full and faithful performance by the applicant of the duties and obligations of a franchise holder under provisions of Chapter 23, guarantees compliance with all applicable laws, and which holds Benton County harmless.

(b) In determining whether or not a bond is required and the amount necessary, the Board shall give due consideration to the size and type of the site, the solid waste handling methods proposed, the population or type of customers to be served, alternative sites, availability of the bond, cost to the ratepayer, adjacent or nearby land uses, the potential danger of failure of service and such other factors as the Board deems relevant.

(4) If the application is for a transfer of a disposal site franchise, the applicant must submit, as part of the application, a letter from the current holder requesting transfer. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035; Ord. 2003-0183]

**23.220 Recycling or Reuse Franchise or Permit Requirements.** The Board shall specify which of the collection franchise requirements, as set forth in BCC 23.210, shall apply to specific permits. In addition:

(1) The Board may include recycling or reuse service or the education or promotion of such service in a collection franchise.

(2) In lieu of a franchise, the Board may issue a limited permit for specified service and subject to such terms and conditions as the Board may impose to carry out the policy, purpose and findings.

(3) Issuance of a recycling or reuse franchise or permit by the Board is discretionary. The grounds for issuance shall be compliance with the requirements specified by the Board. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035]

**23.225 Provisions in Addition to Development Code.** The above franchise requirements are in addition to any provisions of the Benton County Development Code that may be applicable. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0002; Ord. 86-035]

**23.230 Investigation and Findings for Franchise or Permit.**

(1) Generally applications shall be reviewed by the Department, which shall make such investigation as it deems appropriate. The Department shall give written notice of any application to affected holders. In addition, the following specific requirements apply where appropriate:

(a) Collection Franchises. Upon the basis of the collection franchise application, evidence submitted and results of investigation, the Department shall make a finding on the qualifications of the applicant and shall determine whether additional areas should be included or additional service or equipment should be provided.

(b) Disposal Site Franchises. Upon the basis of the disposal site application, evidence submitted, and results of any investigation, the Department shall make a finding 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 shall make findings as to whether or not the site is economically feasible, whether or not the site may be integrated with existing private or County-owned or operated sites, and, further, whether the site complies with all rules and regulations adopted pursuant to BCC Chapter 23 or ORS Chapter 459. The Board may impose any conditions deemed necessary to carry out the purposes and policy of this Section.

(2) On the basis of these findings, the Department shall recommend to the Board whether or not an application should be granted, denied, or be modified. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035]

### **23.235 Public Hearing on Franchise or Permit.**

(1) The Board shall conduct a public hearing to consider an application within 30 days of receipt of the Department's recommendation.

(2) Notice shall be served on the applicant and any affected holder, and shall be published once in a newspaper of general circulation within the franchise area not more than ten (10) nor fewer than seven (7) days preceding the hearing.

(3) The Board's decision shall be supported by written findings. The determination of the Board after conclusion of the public hearing shall be final.

(4) If the Board order rejects all or part of the application for a franchise or permit, the applicant may not submit another application for the same service area, or a portion thereof, or the same disposal site, for a period of six (6) months, unless the Board finds that the public interest requires reconsideration within a shorter period of time.

(5) Upon receipt of the order granting a franchise or permit, the applicant shall enter into a written franchise or permit with Benton County. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-023, Ord. 86-035; Ord. 2003-0183]

### **TERM; RENEWAL**

#### **23.305 Renewal of Franchise or Permit.**

(1) Renewal of any franchise or permit shall be based on an application filed with the Department. The procedure for review, renewal, approval and denial shall be as set forth above for the granting of the franchise or permit. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035]

#### **23.310 Term of Franchise or Permit.**

(1) Unless the Board finds in writing that a longer or shorter term is required in the public interest:

(a) The term of a collection franchise shall be ten (10) years.

(b) The term of a disposal site franchise shall be determined by the Board upon recommendation of the Department. The recommendation shall be based upon site longevity, population to be served, and probable use, and shall not exceed twenty-five (25) years.

(c) The term of a permit shall be determined by the Board upon recommendation of the Department. The recommendation shall be based upon achieving the purposes in BCC 23.010.

(2) The Board or holder may reopen a franchise or permit during its term for a change in provisions, or for negotiation of an early renewal. The change or renewal shall require the mutual approval of both the Board and the holder.

(3) The terms of a franchise or permit shall be binding upon a holder, its heirs, successors or assigns.

(4) A franchise or permit granted pursuant to BCC Chapter 23 shall be inoperative unless the holder files with Benton County a written acceptance within thirty (30) days of issuance. Upon the filing of such written acceptance, a franchise or permit and the written acceptance shall constitute a contract between Benton County and the holder, terminable only as provided by BCC Chapter 23. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-035]

### **23.315 Transfer of Pledge for Franchise or Permit.**

(1) A franchise or permit shall not be sold, transferred or assigned to another person without prior written approval of the Board.

(2) A person desiring a franchise or permit transfer shall submit an application to the Solid Waste Advisory Council on forms provided by the Department. The Council shall review the application at a public meeting and forward a recommendation to the Board of Commissioners. The Board shall then hold a public hearing and vote to approve or deny the request.

(3) A pledge of a holder to secure financing shall be considered to be a transfer of the franchise or permit and shall be reviewed for approval as a transfer.

(4) The term of the transferred franchise or permit shall continue for the same period as the original franchise or permit. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035]

## **DUTIES AND RESPONSIBILITIES OF HOLDER**

### **23.405 Hold Harmless.**

(1) The privileges granted to a holder are upon the express condition that the holder shall be liable for all damages or injuries to persons or property caused by the negligence or mismanagement of the holder or any of its employees while engaged in the business under the terms of the franchise or permit. Should Benton County, or any of its officers, agents or employees in the scope of their employment be sued for damages caused wholly or in part by the operations of a holder under the terms of the franchise or permit, the holder shall be notified in writing of such suit and it shall be the holder's duty to defend or settle the suit. Should judgment go against Benton County, its officers, agents or employees, the holder shall further indemnify the County for costs and attorney's fees. The record of judgment against Benton County, or any of its officers, agents or employees, in such a case shall conclusively entitle Benton County, its officers, agents or employees to recover against the holder.

(2) The holder shall covenant to purchase an indemnity insurance policy with a company licensed to do business in the State of Oregon with limits of liability specified in BCC 23.210(d)



which policy shall name Benton County, its officers, agents and employees as the additional insured. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035]

**23.410 Service to be Provided by Holder.**

(1) A collection franchise holder shall provide for solid waste collection at least once weekly unless otherwise authorized by the Board or Department. In addition to serving regular customers, the holder shall pick up and haul away all solid waste at the request of any resident of Benton County in holder's service area. The Board may specify when remote, sparsely populated areas will be served and the service frequency. A holder shall not, without good cause, as determined by the Department, refuse to provide service to any person living or conducting business within its area in Benton County; except under one or more of the following conditions:

(a) Upon nonpayment or incomplete payment of a billing for service within the time provided in the bill, provided that holder sends a written ten day (10) notice to the customer that service will be terminated unless full payment is made.

(b) Upon refusal by a customer to pay any required advance payment for service, or, if provided in the rate schedule, a charge for reinstating service after discontinuance for nonpayment; or a charge for starting a new service. A holder may bill up to three (3) months in advance for service to reduce bad debt costs charged to ratepayers and to reduce administrative costs.

(c) Where street or road access is blocked.

(d) Where excessive weather conditions, as determined by a holder, render the providing of service hazardous to the persons actually providing the service or to the public.

(e) Where collection is prevented by an act of God, public enemy or vandal.

(f) Where a customer violates service standards in BCC 23.705.

(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 workmanlike manner; transport all liquids in a watertight, drip-proof container; and provide equipment that meets all applicable laws, codes, regulations and standards.

(3) A holder shall resource recover collected wastes or dispose of them in a disposal site approved by the Department of Environmental Quality.

(4) The Board may require a collection franchise holder to contract with a disposal site for the right to dispose of wastes collected during the term of the franchise, including renewals.

(5) Equipment and work supplied by any holder shall meet the reasonable satisfaction of the Department. The Department shall not make any unreasonable or arbitrary demands upon the holder.

(6) The permit holder shall comply with service conditions imposed by their permits.

(7) A disposal site franchise holder shall supply disposal services covered by its permit to those persons who contract for disposal, handling, or recovery of solid wastes collected under a franchise, license or permit; to those local government units and public agencies located within Benton County for wastes generated by activities of such units or agencies; and, subject to limitation by the Board, members of the general public hauling wastes generated by such person and not collected from other persons.

(8) All service under a franchise or permit shall be subject to applicable laws and regulations, and to permit conditions and decisions of administrative, legislative and judicial agencies having jurisdiction.

(9) A disposal site franchise holder shall not discontinue required service without ninety (90) days written notice to the Board and to any collection franchise or permit holders having a contract to use the site. Board approval shall be obtained before such discontinuance. This paragraph does not apply to discontinuation of service pursuant to subsections 1-8 of this section.

(10) No holder is required to store, collect, transport, dispose of or resource recover any hazardous waste. A holder may engage in one or more of those activities apart from BCC Chapter 23 as long as such activity is in compliance with all applicable local, state, and federal laws.

(11) Except as provided in subsection 8 above, where a governmental unit or agency is the landlord of any disposal site, the holder shall comply with all requirements imposed by such governmental unit or agency.

(12) A holder may subcontract with another person to provide service upon obtaining written permission from Benton County; provided, however, that the holder remains responsible for service.

(13) A holder shall make the payments as provided promptly as they become due. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035; Ord. 2003-0183]

**23.415 Preventing Interruption of Service.** Each holder shall agree in writing and it shall be a condition of the franchise or permit that whenever the Board determines that the failure of service, or threatened failure of service, would result in creation of an immediate and serious health hazard or serious public nuisance, the Board may, after a minimum of twenty-four (24) hours written notice to the holder authorize County personnel or other persons to temporarily provide the service or to use and operate the land, facilities or equipment of the holder. The Board may authorize whatever expenses are necessary to operate such land, facilities or equipment consistent with BCC Chapter 23. The Board shall return any seized property and business upon the abatement of the actual or threatened interruption of service. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035]

#### **23.420 Fees.**

(1) The holder of any franchise or permit granted pursuant to BCC Chapter 23 shall pay the following fees:

(a) Except as provided below, a collection franchise holder shall pay a fee not to exceed five (5) percent of the gross cash receipts from franchised collection service.

(b) A disposal site franchise holder shall pay an annual franchise fee. The franchise fee shall be set by agreement.

(c) A recycling or reuse permit holder shall pay an annual fee. The Board may waive this fee in order to promote reuse or recycling. Where recycling or reuse services are provided by a collection franchise, the collection franchise holder shall pay the same annual fee as for a recycling or reuse permit and such service shall not be included in the percentage of gross receipts established above for a collection franchise.

(2) The collection franchise fee shall be computed and be payable to Benton County quarterly within thirty (30) days from the end of the calendar quarter. The fee shall be accompanied by a sworn statement of gross receipts. Each collection franchisee shall maintain sufficient books and records to disclose the gross receipts from the service area and shall make

such books and records available at reasonable times and places for audit by authorized personnel of Benton County. The Board may specify reasonable requirements for keeping such books and records.

(3) Where reasonably required by the Board, the holder of a disposal site franchise or a permit shall maintain books and records disclosing gross receipts at the disposal site or under the permit, which books and records shall be available at reasonable times and places for audit by authorized personnel of Benton County, subject to the terms of the franchise agreement. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035; Ord. 2000-0165]

## **RATES**

### **23.505 Rate Structure.**

(1) A holder may charge and collect reasonable compensation from persons to whom it furnishes services. The term "reasonable compensation" may be defined by the Board after a study and consideration of rates for similar service under similar conditions in other areas, and as affected by local conditions, and which allows a holder to earn a reasonable rate of return. This subsection shall not apply to disposal site franchise holders.

### **23.510 Procedure for Rate Change.**

(1) A holder shall provide the Board with a certified copy of its published rate schedule, setting out the rates for all its operations. A holder shall file with the Board a new or revised rate schedule at least ninety (90) days prior to any contemplated change.

(2) The schedule shall be examined by the Board in a public hearing. The Board may either approve or deny the rate change, or may request additional information from the holder. It shall be approved by the Board no less than thirty (30) days before the effective date, unless the delay is caused by failure of the Board to meet or obtain a quorum to conduct business.

(3) Notification of the decision of the Board shall be made to the holder by certified mail.

(4) In the event of disapproval, a holder shall not put the new rate schedule into effect, but may file with the Board further information to justify the rate schedule changes. Upon the receipt of the new information, the Board shall determine whether it will rehear the request.

(5) The Board may require annual statements and other records to be furnished to the Board to carry out the intentions of this section.

(6) In the event of approval of a revised rate schedule, the revised rate schedule shall not apply to persons and groups who have an advance payment agreement with the franchisee or permittee until the normal expiration of the advance payment agreement.

(7) The maximum approved rates in effect shall be subject to review and change only one time in a calendar year beginning January 1st; provided:

(a) Upon application and without prior notice, the Board may, by order, grant an interim or emergency rate for new, special or different service. The Board may specify the duration of the rate or continue it until final determination by the Board on the next overall rate adjustment.

(b) In addition to an annual rate adjustment, a supplemental rate adjustment may be requested when the cost of service is increased due to compliance with governmental regulations; or when there is substantial increase in a single expense that was not anticipated at the time of the last rate adjustment; or when the total cost of service exceeds projected costs by five (5) percent or more.

(8) The Board shall support a decision to revise rates with findings of fact. In making its findings, the Board may consider rates charged by other persons performing the same or similar service. The Board shall give due consideration to current and projected revenue and expense; actual and overhead expense; the cost of acquiring and replacement of equipment; management costs; the cost of providing for future, added or different service; promotion and provision of source separation services; a reasonable return to holder for doing business; research and development; systems to avoid or recover the costs of bad debts; interest payments; and such other factors as the Board deems relevant.

(9) Subsections 1 through 8 shall not apply to disposal site franchise holders or franchised waste haulers for Refuse Rate Index adjustments as approved by Board order. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035; Ord. 2000-0165; Ord. 2003-0183; Ord. 2013-0252]

**23.515 Penalty Fee for Uncovered Loads.** Disposal sites may apply a penalty fee for uncovered loads. [Ord. 2000-0165]

## **OVERSIGHT AND ENFORCEMENT**

**23.605 Accounting Records.** The holder shall keep a complete and accurate set of books which shall reflect the gross receipts from service rendered inside Benton County outside the boundaries of incorporated cities. These books shall be balanced at least annually. A statement showing the basis for the quarterly fee payment shall be furnished to Benton County on each payment date. Benton County shall have the right to inspect the books and records of a holder at all reasonable times and places, and a holder shall render all reasonable assistance to Benton County, its officers, agents and employees when Benton County desires to audit or inspect the books and records. This section shall not apply to disposal site franchise holders. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035; Ord. 2000-0165]

### **23.610 Enforcement and Penalties.**

(1) If the holder fails to promptly comply with any duty imposed, then Benton County may, after written notice to the holder and a reasonable opportunity to comply, proceed to perform the duty at the cost of the holder, which shall immediately become liable to Benton County for all expenses incurred by Benton County in fulfilling the obligation.

(2) The Board reserves the right to make further regulations as deemed necessary to protect the welfare of the public.

(3) A holder shall at all times be subject to applicable laws of the State of Oregon. A violation of state law if found by the Board to be substantial and material to the policy of this ordinance, may be deemed by the Board as a breach of the franchise or permit.

(4) A waiver by Benton County of a breach of any term of a franchise or permit or BCC Chapter 23 shall not operate as a waiver of a subsequent breach.

(5) If a holder breaches in any of the terms or payments required under the terms of BCC Chapter 23, and such default continues for a period of ten (10) days after receipt of written notification sent by certified mail by the Department, then Benton County may revoke the franchise or permit and the holder shall cease any solid waste service. This subsection shall not apply to disposal site franchise holders.

(6) Where a breach occurs for reasons not within the control of holder, such as lack of specialized equipment, personnel or similar reasons, the Board shall give a holder reasonable opportunity to comply before revoking the franchise or permit. This subsection shall not apply to disposal site franchise holders.

(7) Should a holder become insolvent, or acquire financial or legal encumbrances which materially affect its ability to comply with the terms of its permit or franchise or the requirements of BCC Chapter 23, Benton County may revoke the franchise or permit, and any other agreements entered into concerning solid waste management.

(8) Violation of BCC Chapter 23 shall be deemed to be a violation of County laws and is punishable upon conviction by a fine of not more than \$500.00; provided, however, that each day of continued violation is a separate offense and is separately punishable, but may be joined in a single prosecution. In addition, Benton County shall have the right to pursue any other remedy provided to it in law or in equity. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035; Ord. 2000-0165]

### **23.615 Appeals.**

- (1) An action of a holder under BCC Chapter 23 may be appealed to the Department.
- (2) An action of the Department under BCC Chapter 23 may be appealed to the Board.
- (3) Disputes arising under a collection franchise or permit or BCC Chapter 23 between Benton County and a holder or applicant shall be subject to judicial review in the Circuit Court of the State of Oregon for Benton County. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035; Ord. 2000-0165]

## **RESPONSIBILITIES OF SERVICE USERS**

### **23.705 Public Responsibilities.**

- (1) No person shall place hazardous wastes out for collection or disposal by the collection franchise holder nor place it into any solid waste container supplied by the holder without prior notice to, and written approval from, the holder. Prior to the notice to the collection franchise holder, a person wishing to have such wastes collected shall obtain the approval of the disposal site franchise holder. Where required, an additional approval shall be obtained from the local governmental unit having jurisdiction over the disposal site. This disposal approval shall be in writing, signed by the person designated by the disposal site or local government unit affected. Either the holder or the disposal site or the local government unit having jurisdiction of the disposal site may require written authorization from the Oregon Department of Environmental Quality for the handling of hazardous wastes. This subsection does not apply to household waste generated by a single family residential dwelling unit.
- (2) No person shall accumulate or store wastes in violation of the Benton County Nuisance Abatement Section or in violation of regulations of the Oregon Environmental Quality Commission.
- (3) A franchisee is not required to service an underground container unless the person responsible for it places the can above ground prior to collection.
- (4) No person shall, unless permitted by a holder, install or use any container of one yard or greater capacity for pickup by a holder, other than those supplied by a holder. The purpose of this subsection is to ensure safe equipment, sizes and weights and facilitate holders utilizing the most efficient collection equipment and methods. Rates for use of a holder's containers and drop boxes shall be included in the adopted rate schedule.
- (5) No person shall locate a solid waste container for residential collection service behind any locked or latched gate or inside of any structure unless authorized by the franchise holder. No person shall block the access to a receptacle.
- (6) Each customer shall provide safe and reasonable access to the solid waste or solid waste container to a holder's employees. (7) No container designed for mechanical pickup shall

exceed safe loading weights or volumes as established by a holder to protect service workers, the customer, and collection equipment.

(8) No unauthorized person shall utilize, or remove material from, a solid waste collection container without permission of the owner of the container. For purposes of this section, a holder is the "owner" of containers supplied by the holder.

(9) No person shall remove solid waste disposed for collection and resource recovery except the disposer or a holder. This subsection does not apply to the purchase of materials for fair market value under a certificate issued pursuant to BCC 23.110(3), or by a person exempt under BCC 23.110(1) where placed out for collection by such person.

(10) Where a customer requires a large volume or special type of service requiring substantial investment in equipment, a holder may require a contract with the customer to finance such equipment. The purpose of this subsection is to assure that any specialized equipment not become a charge against other ratepayers. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035; Ord. 2003-0183]

**23.710 Ownership of Wastes.** Unless exempted under this ordinance, solid waste placed out for collection by another person is the property of the holder designated by the Board to provide service for that area. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035]

**23.715 Responsibility for Payment for Service.** A person who receives service shall be responsible for payment for the service. The landlord of any premises shall be responsible for payment for service provided to that premises if the tenant does not pay for the service. [Ord. 1, adopted March 31, 1971; Ord. 23, adopted December 17, 1980; Ord. 85-0023; Ord. 86-0035]