

ORDINANCE NO. 481-0

AN ORDINANCE ADOPTING A SOLID WASTE SITE CLOSURE PERMIT, SETTING FEES AND PENALTIES, REQUIRING DUMPING PERMITS, AND DECLARING AN EMERGENCY.

WHEREAS, The City of Troutdale owns and operates a landfill known as the Troutdale (Obrist) Landfill; and

WHEREAS, The State Department of Environmental Quality has issued a Closure Permit No. 213 containing specific terms and conditions; and

WHEREAS, The City of Troutdale has its own fill plan for the site; and

WHEREAS, It is in the best public interest to follow the terms and conditions of the closure plan and development plan for the site; and

WHEREAS, The management of this closure permit and plan requires proper authority and control.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

- 1) Solid Waste Permit No. 213 issued by the Department of Environmental Quality is hereby accepted by the City together with all terms and conditions therein set forth.
- 2) The City require the execution of a Dumping Permit and Hold Harmless Agreement for all individuals and businesses wishing to utilize the facility.
- 3) A fine be assessed of \$100.00 per day per incident for the violation of the terms and conditions of the Dumping Permit/Hold Harmless Agreement.
- 4) A fine of \$150.00 per day per incident be established for all users violating the permit requirement.
- 5) A fee of \$.35 per cubic yard or \$4.50 per truck load be assessed to all utilizers of the facility unless other arrangements can be made for material movement and compaction.
- 6) This Ordinance, being necessary for the immediate preservation of peace, health and safety of the City of Troutdale and its citizens, an emergency is hereby declared to exist in that the City desires to continue the utilization of the facility and demand compliance with this Ordinance and its supporting documents.


7) The terms and provisions of this Ordinance shall become effective on November 1, 1986.

PASSED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 28TH DAY OF OCTOBER, 1986.

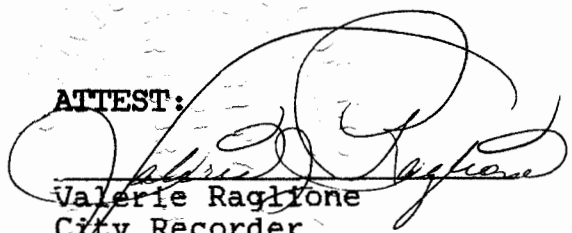
YEAS: 6 \_\_\_\_\_

NAYS: 0 \_\_\_\_\_

ABSTAINED: 0 \_\_\_\_\_

  
\_\_\_\_\_  
Sam K. Cox, Mayor  
10-28-86

ATTEST:

  
Valerie Raglione  
City Recorder

CS30:6

## DUMPING PERMIT / HOLD HARMLESS AGREEMENT

### I. NARRATIVE:

The City of Troutdale owns and operates a Landfill in Section 36, Township 1 North, Range 3 East, W.M. in the City of Troutdale with entry points on Hensley Road and Troutdale Road. This landfill is known as the Troutdale Landfill (formally the Obrist Landfill).

### II. FILL PLAN:

The City has determined that the Landfill described above is to be filled in accordance with a Department of Environmental Quality approved Solid Waste Site Closure plan.

### III. FILL MATERIALS:

The City of Troutdale, together with the provisions of the previously mentioned closure plan requires that only certain materials be deposited in this landfill site. These materials are limited to dirt, rock, aggregate, concrete, sand, asphalt and other approved non-biodegradable material. Materials other than those specified in this section must be approved and indicated on this permit prior to any dumping.

### IV. HOURS OF OPERATION:

The use of the Troutdale Landfill for disposal of materials previously specified shall be restricted to the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday only. The facility is closed on Saturday and Sunday. Special permission for the use of the Troutdale Landfill during hours not previously specified must be in writing and signed by the Director of Community Services for the City of Troutdale.

### V. PENALTIES:

Any and all penalties established through state law, local ordinance, and/or provisions of this agreement shall be applied for violations of same. Violations of this agreement will be cause for the immediate revocation of the agreement and the assessment of a fine up to \$100.00 per incident/day.

Violations for use of the facility without permit will be \$150.00 per incident/day plus all cost associated with the removal of non-allowed materials.

VI. HOLD HARMLESS:

Any individual or business organization entering into this agreement understands the risks and dangers associated with the type of activity necessary for the disposal of the approved materials and through this agreement hereby promises that it will indemnify and hold harmless the City of Troutdale from any and all liability or claims of liability, asserted by any person or business organization on the account of or pertaining to death, personal injury or property damage sustained by any person or personal property as a result of said dumping or other activities at the disposal site.

VII. FEES:

The City of Troutdale reserves the right to assess a fee of 35¢ per cubic yard or \$4.50 per truck, whichever is less, for grading and compaction of materials dumped on or into the Troutdale Landfill site. In lieu of a fee, the applicant may make other arrangements with the City to ensure continuing unimpeded access and the proper surface grading of the site.

VIII. AGREEMENT:

For and in consideration of the City of Troutdale permitting \_\_\_\_\_ or its contractors to dump approximately \_\_\_\_\_ yards of material previously described, agrees to abide by the terms and conditions set forth in this agreement and affixes their signature hereto.

EFFECTIVE PERIOD:

FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Name/Company \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_ FEE ASSESSED \_\_\_\_\_

