

RESOLUTION NO. 488-R

A RESOLUTION ENTERING INTO AN AGREEMENT BETWEEN THE CITY OF TROUTDALE AND AL MAUCK, DBA GOODMAN SANITATION, FOR THE PURPOSES OF DISPOSING OF SEPTIC SEWAGE WASTE AT THE CITY'S SEWAGE TREATMENT PLANT.

WHEREAS, Al Mauck owns and operates a business to clean, rehabilitate or abandon septic tanks and desires to dispose of the septic tank waste at the City's sewage treatment plant; and

WHEREAS, the City of Troutdale's sewage disposal and treatment facility currently has adequate capacity to handle the septic sewage waste anticipated to be disposed of by Al Mauck; and

WHEREAS, an Agreement between the City and Al Mauck, dba Goodman Sanitation, has been reached which is acceptable to the City staff and to the attorneys to both parties;


NOW, THEREFORE, BE IT RESOLVED THAT THE COMMON COUNCIL OF THE CITY OF TROUTDALE does hereby accept the sewage disposal agreement attached to this Resolution; and

BE IT FURTHER RESOLVED that the Mayor is authorized to sign the contract on behalf of the City Council.

PASSED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 8th DAY OF February, 1983.

AYES 5

NAYES 0



Sam Cox, Mayor

ATTEST:

By: 

Nancy Nixon, Finance Director/City Recorder

AGREEMENT
between
CITY OF TROUTDALE, OREGON
and
AL MAUCK, dba GOODMAN SANITATION

This is an AGREEMENT made as of the 11th day of February, 1983, by and between the City of Troutdale, County of Multnomah, State of Oregon, a municipal corporation, herein called City and Al Mauck, dba Goodman Sanitation, County of Multnomah, State of Oregon, a proprietorship, herein called Al Mauck.

Al Mauck is owner of Goodman Sanitation and does business to clean septic tanks and remove septic sewage from said tanks. Al Mauck presently disposes of septic sewage at the City of Portland's Columbia Boulevard sewage treatment plant and at Multnomah County's Inverness sewage treatment plant.

Since Al Mauck lives in Troutdale and since the office of Goodman Sanitation is located in Troutdale, it would be convenient for Al Mauck to dispose of septic sewage at the City of Troutdale's sewage treatment plant.

Al Mauck estimates the need to dispose of up to approximately 3,000 to 5,000 gallons of septic sewage per day.

The City of Troutdale owns and operates a sewage treatment plant. The present plant has an approximate capacity of 1.6 million gallons per day (mgd). The present flow (January 1983) is approximately 0.7 mgd. Although the strength (biochemical oxygen demand, BOD, and suspended solids, SS) of septic sewage is greater than normal domestic sewage presently treated by the plant, the system does have capacity at this time to accept and treat normal septic sewage in the amounts proposed to be disposed of by Al Mauck.

Therefore, the City agrees to accept the septic sewage on the terms and conditions of this AGREEMENT.

SECTION 1 - DISPOSAL OF SEPTIC WASTE

Al Mauck may dispose of domestic liquid septic sewage generated from his business of cleaning, rebuilding, or abandoning septic tanks at residential, commercial or industrial establishments, provide said liquid septic sewage does not interfere with the existing treatment process at Troutdale to cause the treatment efficiency to deteriorate below the limits established in the City's NPDES discharge permit. The City shall be the sole determinant as to whether the septic waste causes the deterioration of treatment efficiency.

Al Mauck shall not dispose of solid waste such as garbage, industrial waste, or non-domestic waste (such as barnyard waste) at any of the City's facilities.

In the event Al Mauck shall deliver or attempt to dispose of any waste prohibited by this AGREEMENT, the City shall give Al Mauck written notice of the delivery or attempted delivery of the prohibited waste. Thereafter, in the event Al Mauck shall deliver or attempt to deliver any prohibited waste, the City may terminate this AGREEMENT without further notice to Al Mauck.

Disposal of discharge of waste shall be only at the sewage treatment plant and as directed by the plant superintendent. Discharge will normally be at the aerobic digesters and may be either discharged rapidly (approximately 100 to 200 gallons per minute) or slowly (5 to 10 gallons per minute) as directed by the superintendent. The rate of discharge will depend on the BOD, SS, pH, temperature, and other factors as the superintendent shall determine.

SECTION 2 - APPLICABLE REGULATION

Applicable portions of the City of Troutdale's Ordinance 280 relating to operation and maintenance of its waste water system are hereby referenced to and made a part of this AGREEMENT with the same force and effect as though they were included herein or attached hereto.

SECTION 3 - TERM

This AGREEMENT shall commence on the date of its execution and shall continue thereafter for a period not to exceed three (3) years, subject to earlier termination upon the terms of this AGREEMENT. Upon expiration of the original three-year term or upon the expiration of any renewal thereof, this AGREEMENT may be renewed upon written acceptance by the City of Troutdale and Al Mauck at least 30 days prior to the expiration of this AGREEMENT.

The City reserves the right to terminate this AGREEMENT in the event Al Mauck disposes or attempts to dispose of non-acceptable waste as set forth in Sections 1 and 2 of this AGREEMENT or in the event Al Mauck fails to pay any charges due as set forth herein, or in the event Al Mauck fails to comply with other terms of this AGREEMENT.

The City also reserves the right to terminate this AGREEMENT in the event that the sewage treatment plant capacity is exceeded in terms of hydraulics or sewage strength and results from the acceptance of septic waste from Al Mauck. The City shall have sole discretion regarding the capacity of its sewage treatment plant and the acceptance of septic waste for treatment.

SECTION 4 - DISPOSAL FEES

Al Mauck agrees to pay a disposal fee at the rate of \$0.025 per gallon. This disposal fee shall be determined at the time of delivery to the City and shall be based upon the maximum volume of the tank of delivery vehicle irrespective of the actual volume of sewage delivered. Payment shall be made monthly and shall be due within ten (10) days after receipt of statements issued by the City. Disposal fees shall be reviewed and redetermined annually by the City. The rate may be increased by the same percentage as the increase occurring over the same period of time upon the sewer user fee charged Troutdale residential users. However, in no event shall rate per gallon be less than the actual cost of treating sewage or less than the initial rate charged hereunder.

SECTION 5 - ADDITIONAL REGULATIONS

5.1 - Al Mauck agrees to comply with all applicable requirements, regulations, ordinances and laws of public authority relating to the disposal of sewage in the City's facilities such as, but not limited to, requirements of the Depart-

ment of Environmental Quality, Oregon Department of Transportation and other requirements relating to the type of vehicle and vehicular equipment necessary to transport the sewage.

5.2 - Sewage may be dumped between the hours of 9 a.m. and 3:30 p.m., Monday through Friday, at the location directed by the City sewage treatment plant superintendent or his representatives for sewerage which is unloaded at a rapid rate as outlined in Section 1.

For unloading rates of between five to ten gallons per minute, Al Mauck agrees to make arrangements with the sewerage treatment plant superintendent to discharge septic waste at a throttled rate during the nighttime hours, generally from 6 p.m. to 6 a.m. or as otherwise directed by the plant superintendent.

5.3 - The sewage treatment plant superintendent or his representative may take grab samples at any time they deem necessary. The superintendent may require analysis of the grab samples prior to discharge of the septic waste. The sewage treatment plant superintendent or his representative may refuse to accept any load of sewage which contains a significant amount of industrial waste, solid waste, non-domestic liquid waste or any waste which may be detrimental to the operation and efficiency of the City's sewage treatment plant.

SECTION 6 - SUCCESSORS AND ASSIGNS

The City of Troutdale and Al Mauck each binds itself and partners, successors, executors and administrator and assigns to the other party of this AGREEMENT and to the partners, successors, executors and administrators and assigns of such other party, in respect to all covenants to this AGREEMENT. Except as above, neither the City or Al Mauck shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits to anyone other than the City of Troutdale and Al Mauck.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT on the 11th day of February, 1983.

CITY OF TROUTDALE:

AL MAUCK, dba GOODMAN SANITATION:

By Sam E. Cox, Mayor

By _____