

**From:** [Mark Yeager](#)  
**To:** [Benton Public Comment](#)  
**Subject:** LU-24-027 - Landfill Franchise Agreement - Tonnage Cap  
**Date:** Monday, May 5, 2025 3:15:00 PM  
**Attachments:** [Letter to PC Tonnage Cap Franchise Agreement.pdf](#)  
[Valley Landfills Landfill Franchise Agrmt 2020.highlighted.pdf](#)

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For the record, I am submitting the 2020 franchise agreement between Benton County and Republic Services.

In my transmittal letter, I refer the Commissioners to a specific section in the attached agreement for clarification on the removal of the tonnage cap upon approval of the conditional use permit to expand the landfill on the parcel south of Coffin Butte Road.

Respectfully submitted,

Mark Yeager

May 5, 2025

Chair Fowler and Members of the Planning Commission

LU-24-027, Letter in Opposition

**RE: REMOVAL OF ANNUAL TONNAGE CAP – FRANCHISE AGREEMENT**

My name is Mark Yeager, and I live at 37269 Helm Drive in Corvallis. I have lived at this residence since 1987, and I have lived in Benton County since 1981. I am a professional Environmental and Civil Engineer in Oregon as well as a Certified Water Rights Examiner. I have served multiple appointments with the Benton County Solid Waste Advisory Council and the Disposal Site Advisory Committee. I also served on the Benton County Talks Trash workgroup and two subcommittees.

Following up on the many discussions, testimony and questions regarding the 2020 franchise agreement between Republic Services and Benton County, I am entering the entire agreement into the record.

I refer the Planning Commissioners to Section 5(b) on page 7 for the discussion of the tonnage cap limits and expiration upon approval of the expansion application.

Sincerely,

Mark Yeager

## 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.