600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797-1835 | FAX 503 813-7544

METRO

SOLID WASTE FACILITY LICENSE
No. L-036-09B

LICENSEE:	FACILITY NAME AND LOCATION:
Recology Oregon Material Recovery, Inc. 4044 N. Suttle Road Portland, OR 97217 Tel. 415-378-6448 Fax. 503-285-3811	Foster Road Recovery Facility 6400 SE 101st Avenue Portland, OR 97266 Tel. 503-285-8777 Fax. 503-285-3811
OPERATOR:	**PROPERTY OWNER:**
Recology Oregon Material Recovery, Inc. 4044 N. Suttle Road Portland, OR 97217 Tel. 415-378-6448 Fax. 503-285-3811	Jameson Partners LLC, dba Freeway Land-II 6400 SE 101st Avenue Portland, OR 97266-5130 Tel. 503-777-8098

This license replaces and supersedes the provisions of Metro Solid Waste Facility License No. L-036-09A. Metro grants this license to the Licensee named above. The Licensee is authorized to operate and maintain a solid waste facility and to accept the solid waste and perform the activities authorized by and subject to the conditions stated in this license.

ISSUED BY METRO:

Scott Robinson, Deputy Chief Operating Officer Date

DRAFT

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	Issuance	1
2.0	Conditions and Disclaimers	2
3.0	Completion of Facility Construction	3
4.0	Authorizations	4
5.0	Limitations and Prohibitions	8
6.0	Operating Conditions	10
7.0	Operating Plan	16
8.0	Fees and Rate Setting	19
9.0	Record Keeping and Reporting	20
10.0	Insurance Requirements	22
11.0	Enforcement	23
12.0	Amendment, Modification, Suspension and Revocation	24
13.0	General Obligations	25

DRAFT

1.0	ISSUANCE	
1.1	**Licensee**	Recology Oregon Material Recovery, Inc. 4044 N. Suttle Road Portland, OR 97217 Tel. 415-378-6448 Fax. 503-285-3811
1.2	**Contact**	David Dutra
1.3	**License number**	When referring to this license, please cite: Metro Solid Waste Facility License No. L-036-09B.
1.4	**Term**	The term commences on November 2, 2009 and shall remain in force until August 15, 2013, unless modified, suspended, or revoked under the provisions of Section 11.0 of this license.
1.5	**Renewal**	The Licensee may apply for a license renewal, provided that the Licensee files a completed application for renewal accompanied by payment of the required application fee not less than 120 days prior to the expiration of the license term and as provided in Metro Code Sections 5.01.060, 5.01.067 and 5.01.087.
1.6	**Facility name and mailing address**	Foster Road Recovery Facility 4044 N. Suttle Road Portland, OR 97217
1.7	**Operator**	Recology Oregon Material Recovery, Inc. 4044 N. Suttle Road Portland, OR 97217 Tel. 415-378-6448 Fax. 503-285-3811
1.8	**Facility legal description**	Tax lots 100, 703, Section 21, Township 1S, Range 2E, City of Portland, Multnomah County, State of Oregon. The subject facility is further defined as per the lease agreement between Jameson Partners, LLC dba Freeway Land-II and Recology Oregon Material Recovery, Inc. dated October 1, 2009.
1.9	**Property owner**	Jameson Partners LLC, dba Freeway Land-II 6400 SE 101st Avenue Portland, OR 97266-5130 Tel. 503-777-8098
1.10	**Permission to operate**	Licensee warrants that it has obtained the property owner's consent to operate the facility as specified in this license.

DRAFT

2.0	CONDITIONS AND DISCLAIMERS	
2.1	**Guarantees**	This license shall not vest any right or privilege in the Licensee to receive specific quantities of solid waste at the direction of Metro during the term of the license.
2.2	**Non-exclusive license**	This license shall not in any way limit Metro from granting other solid waste licenses within Metro's boundaries.
2.3	**Property rights**	This license does not convey any property rights in either real or personal property.
2.4	**No recourse**	The Licensee shall have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this license or because of the enforcement of the license or in the event Metro determines that the license or any part thereof is invalid.
2.5	**Indemnity**	The Licensee agrees to indemnify, hold harmless, and defend Metro, its elected officials, employees, or agents from and against any liability on account of the granting of this license or on account of the construction, maintenance, or operation of the facility pursuant to this license.
2.6	**Binding nature**	This license is binding on the Licensee. The Licensee is liable for all acts and omissions of the Licensee's contractors and agents.
2.7	**Waivers**	To be effective, a waiver of any terms or conditions of this license must be in writing and signed by the Metro Chief Operating Officer (the COO).
2.8	**Effect of waiver**	Waiver of a term or condition of this license shall not waive nor prejudice Metro's right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.9	**Choice of law**	The license shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.10	**Enforceability**	If a court of competent jurisdiction determines that any provision of this license is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this license shall not be affected.

DRAFT

2.11	**License not a waiver**	This license does not relieve any owner, operator, or the Licensee from the obligation to obtain all required permits, licenses, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.12	**License not limiting**	This license does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.13	**Definitions**	1. Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.01. 2. "Residential food waste" means source separated residential yard debris mixed with food waste from an approved local government program.

3.0	**COMPLETION OF FACILITY CONSTRUCTION**	
3.1	**Acceptance of residential food waste: Director's certification of the completion of facility construction**	1. Licensee may not accept any food waste at the facility, as provided in Section 4.4 of this license, unless the Finance and Regulatory Services Director (the "Director") has certified, in writing, that construction improvements to the facility's food waste receiving building are complete according to plans submitted by Licensee and approved by the Oregon Department of Environmental Quality (DEQ) and Metro. 2. The Director's certification shall be based upon the Licensee's compliance with the provisions of this Section 3.0 of this license, including the Director's inspection of the facility and the documents submitted to the Director by the Licensee.
3.2	**Facility design**	The facility must be designed and constructed in accordance with the plans submitted to Metro and the DEQ. The Licensee shall submit any substantive amendments or alterations to such plans for written approval by the Director.
3.3	**Construction inspection**	When construction is complete or nearly complete, the Licensee shall notify the Director so that an inspection can be made before the facility accepts any residential food waste.

DRAFT

4.0	AUTHORIZATIONS	
4.1	**Purpose**	This section of the license describes the wastes that the Licensee is authorized to accept at the facility, and the waste-related activities the Licensee is authorized to perform at the facility.
4.2	**General conditions on acceptable materials**	The Licensee is authorized to accept at the facility only the solid wastes described in Section4.0 of this license. The COO may authorize the Licensee to accept solid wastes not otherwise described in Section 4.0, provided that the acceptance of such wastes would not require a Metro Solid Waste Facility Franchise under Metro Code Chapter 5.01. The Licensee shall seek authorization under Metro Code Section 5.01.095 and any change of authorization shall be included as an amendment to this license as provided in Section 12.1. The Licensee is prohibited from knowingly receiving any solid waste not authorized in this section.
4.3	**General conditions on activities**	The Licensee is authorized to perform at the facility only those waste-related activities that are described in Section 4.0 of this license.
4.4	**Acceptance and management of residential food waste**	1. Licensee is authorized to accept and reload residential food waste. 2. Licensee shall receive, store, reload, and transfer all residential food waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides. 3. Licensee shall store all residential food waste inside the roofed building that shall be enclosed on all four sides when not receiving or outloading loads of residential food waste. 4. Licensee shall reload and transfer all residential food waste to a Metro-approved facility within 24-hours of receipt, or sooner, as established in the operating plan required in Section 7.0 of this license. 5. Licensee shall ensure that all residential food waste receiving areas, push walls, adjacent truck receiving bays and equipment are cleaned to remove all food waste residue and leachate every Friday, or more frequently, as established in the operating plan required in Section 8.0 of this license. 6. Licensee shall ensure that the floor drains in the

DRAFT

		residential food waste receiving and reloading areas are cleaned and maintained to prevent the accumulation of residential food waste residue and leachate every Friday, or more frequently, as established in the operating plan required in Section 8.0 of this license, 7. Licensee shall ensure that the aeration system and biofilters are maintained and in proper working order when ever residential food waste is present inside the building. 8. Licensee shall ensure that the leachate collection and storage system is cleaned, maintained and in proper working order at all times when residential food waste is present inside the building, as established in the operating plan required in Section 8.0 of this license. 9. Licensee is authorized to mix residential food waste with other source-separated compost feedstocks such as clean, unpainted or untreated wood chips and source-separated yard debris, as established in the operating plan required in Section 8.0 of this license.
4.5	**Acceptance and management of mixed non-putrescible solid waste**	1. The Licensee is authorized to accept loads of mixed non-putrescible solid wastes for the purpose of conducting material recovery. 2. All mixed non-putrescible waste tipping, storage, sorting, processing and reloading activities must occur on an impervious surface (e.g. asphalt or concrete) and inside a roofed building that is enclosed on at least three sides. Unusually large vehicles (i.e., 30-foot tippers) may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier. 3. The Licensee shall keep all mixed non-putrescible solid waste physically separated from and not mixed or commingled with source-separated recyclable materials, including wood waste, yard debris and other recyclables.
4.6	**Material recovery required**	1. The Licensee shall perform material recovery on mixed non-putrescible wastes. The Licensee shall ensure that the facility is designed and operated to assure materials are recovered in a timely manner and to protect the quality of non-putrescible waste that has not yet undergone material recovery. The Licensee must perform recovery at no less than the minimum level

DRAFT

		stipulated in Metro Code Chapter 5.01. 2. The Licensee shall take quarterly samples of processing residual that are statistically valid and representative of the facility's residual. Each sample required by this section shall weigh at least 300 pounds.
4.7	**Management of processing residual from material recovery**	1. The Licensee shall store all non-putrescible waste processing residual on an impervious surface (e.g., asphalt or concrete) within a covered building or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers. 2. The Licensee shall keep all non-putrescible waste-processing residual physically separated from and not mixed or commingled with source-separated recyclable materials, including wood waste, yard debris and other recyclables.
4.8	**Acceptance and processing of yard debris**	1. The Licensee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. 2. The Licensee may accept yard debris only for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO. 3. The Licensee shall manage and store all incoming yard debris inside the structure that houses the residential food waste required in Section 4.4 of this license
4.9	**Acceptance and processing of untreated wood**	The Licensee is authorized to accept for grinding and reloading, source-separated, untreated and unpainted "clean" wood waste (e.g. untreated lumber and wood pallets). The Licensee may accept clean wood waste only for grinding, screening, and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
4.10	**Acceptance and processing of painted wood and preservative treated wood**	1. The Licensee is authorized to accept painted and treated wood waste, other than creosote-treated wood waste, for grinding, screening, and reloading to authorized facilities for use as hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO.

DRAFT

		2. The Licensee shall keep painted and treated wood waste separate from yard debris and untreated wood waste destined for composting or mulch. The Licensee shall not incorporate painted or treated wood waste into mulch, animal bedding, compost feedstock, or other landscaping products. 3. The Licensee shall post signs that clearly designate the different locations for painted and treated wood waste from that of composting feedstock.
4.11	**Acceptance and reloading of creosote-treated wood; processing prohibited**	1. The Licensee is authorized to accept non-hazardous creosote-treated railroad ties, telephone poles, and creosote-treated timbers previously used in fresh water or land locations for the purpose of reloading the material for transport to a facility authorized to utilize creosote-treated wood for fuel or for reuse and recycling in accordance with OAR 340-101-0040(2). 2. The total accumulation or unprocessed creosote-treated wood is limited to no more than 40 tons at any one time. 3. No grinding or other processing of the material will be permitted at this facility. 4. No other types of treated wood, such as creosote-treated timbers from salt water sources (i.e., marine pilings), wood treated with Pentachlorophenol (PCP or "penta"), Copper Chromium Arsenic (CCA), sawdust from any treated wood, and other non-creosote wood preservatives shall be accepted at this facility without approval of the COO as specified in Section 3.2 of this license. In the event that the Licensee unintentionally accepts any prohibited wastes, they shall be managed in conformance with the facility's approved operating plan and in accordance with OAR 340-101-0040(2), if applicable.
4.12	**Acceptance and management of electronics devices**	The Licensee is authorized to accept source-separated electronic devices for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and the performance of other similar functions related to preparing these materials for reuse and recycling.
4.13	**Acceptance and management of appliances**	The Licensee is authorized to accept appliances (such as refrigerators, freezers, and air conditioners) for the purpose of classifying, consolidating, temporary storage, transfer and other similar functions related to preparing these materials for reuse and recycling as described in an

DRAFT

		operating plan and approved in writing by the COO.
4.14	**Acceptance and management of tires**	1. The Licensee is authorized to accept automobile and truck tires for the purpose of consolidating and transfer to authorized recovery facilities as described in an operating plan and approved in writing by the COO. 2. The Licensee shall store and manage all waste tires received at the facility in accordance with the waste tire storage requirements of the Oregon Department of Environmental Quality (DEQ).
4.15	**Acceptance of source-separated recyclable materials**	The Licensee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.

5.0	**LIMITATIONS AND PROHIBITIONS**	
5.1	**Purpose**	This section of the license describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
5.2	**Prohibited waste**	The Licensee is prohibited from receiving, processing, reloading or disposing of any solid waste not authorized in this license. The Licensee shall not knowingly accept or retain any material amounts of the following types of wastes: non-putrescible waste other than that specifically allowed in Section 4.0 of this license, putrescible waste other than that specifically allowed in Section 4.0 of this license including commercial food wastes, special wastes as defined in Chapter 5.01 of the Metro Code, materials contaminated with or containing friable asbestos; lead acid batteries; liquid waste for disposal; vehicles; infectious, biological or pathological waste; radioactive waste; hazardous waste; any waste prohibited by the DEQ.
5.3	**Prohibition on mixing**	The Licensee shall not mix any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any other solid wastes.
5.4	**Prohibition of size reduction on non-putrescible waste**	Except as provided in Section 4.0 of this license, the Licensee shall not crush, grind or otherwise reduce the size of non-putrescible waste except when such size reduction constitutes a specific step in the facility's material recovery operations, reload operations, or

DRAFT

		processing residual consolidation or loading operations, and such size reduction is described and approved by Metro in an operating plan.
5.5	**Prohibition on the use of composition roofing debris in landscaping products**	1. Composition roofing debris and all other materials containing or derived from composition roofing debris shall be kept separate from yard debris and untreated wood waste destined for composting or mulch. 2. Composition roofing debris and all other materials containing or derived from composition roofing debris shall not be incorporated into mulch, animal bedding, compost feedstock, or other landscaping products.
5.6	**Accumulation limit for composition roofing debris**	1. This license limits the quantity of composition roofing debris that may be accumulated at the facility at any one time to the lesser of the amount specified by a DEQ permit or any amount that may be specified by the City of Portland. In no case shall the licensee accumulate more than 10,000 total tons on-site at any time. 2. The Licensee shall keep and maintain accurate records of the amount of roofing debris accumulated on-site authorized under Section 4.0 of this license, the amount of materials received, the amount of outgoing materials, and the ultimate disposition of all outgoing materials (whether recovered or disposed). The License shall report this information to Metro on a monthly basis as required under Section 9.0 of this License.
5.7	**No disposal of recyclable materials; other potential disposal bans**	1. The Licensee shall not dispose of source-separated recyclable materials by landfilling or incineration. 2. The Licensee also shall not dispose, by landfilling or incineration, any other wastes identified in an ordinance adopted by the Metro Council during the term of this license.
5.8	**Composting prohibited**	The Licensee shall not keep yard debris or residential food waste on site long enough for more than negligible biological decomposition to begin.
5.9	**Limits not exclusive**	This License shall not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this license document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit.

DRAFT

6.0	OPERATING CONDITIONS	
6.1	**Purpose and general performance goals**	1. This section of the license describes criteria and standards for the operation of the facility. 2. The Licensee shall meet the following general performance goals: a) Environment. The Licensee shall design and operate the facility to preclude the creation of undue threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste asbestos and other prohibited wastes. b) Health and safety. The Licensee shall design and operate the facility to preclude the creation of conditions that may degrade public health and safety including, but not limited to, fires, vectors, pathogens and airborne debris. c) Nuisances. The Licensee shall design and operate the facility to preclude the creation of nuisance conditions including, but not limited to, litter, dust, odors, and noise.
6.2	**Qualified operator**	1. The Licensee shall, during all hours of operation, provide an operating staff employed by the facility, and qualified and competent to carry out the functions required by this license and to otherwise ensure compliance with Metro Code Chapter 5.01. 2. Facility personnel, as relevant to their job duties and responsibilities, shall be familiar with the relevant provisions of this license and the relevant procedures contained within the facility's operating plan (see Section 7.0). 3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is inadvertently received.
6.3	**Fire prevention**	The Licensee shall provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and the isolation of potential heat sources and/or flammables from the processing area.

DRAFT

6.4	**Adequate vehicle accommodation**	The Licensee shall: 1. Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. Access roads shall be maintained to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather. 2. Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles shall not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances. 3. Post signs to inform customers not to queue on public roadways. 4. Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.
6.5	**Managing prohibited wastes**	1. The Licensee shall not accept prohibited waste, including but not limited to putrescible waste not otherwise authorized in Section 4.0 of this license, hazardous waste and friable asbestos-containing material. The Licensee must reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when inadvertently received. 2. The Licensee shall implement a load-checking program to prevent the acceptance of waste that is prohibited by the license. This program must include at a minimum: a) Visual inspection. As each load is tipped, a qualified operator shall visibly inspect the load to prevent the acceptance of waste that is prohibited by the license. b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are inadvertently received. Containment areas shall be covered and enclosed to prevent leaking and contamination. c) Record maintenance. Records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste shall be maintained in the operating record and be available for review by Metro. 3. Upon discovery, the Licensee shall remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and

DRAFT

		procedures established in the operating plan (see Section 7.7 of this license). All such wastes the Licensee inadvertently receives shall be removed from the site and transported to an appropriate destination within 90 days of receipt, unless required to be removed earlier by the DEQ or local government.
6.6	**Storage and exterior stockpiles**	The Licensee shall: 1. Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards; 2. Maintain storage areas in an orderly manner and keep the areas free of litter; 3. Position exterior stockpiles within footprints identified on the facility site plan or operating plan; 4. Not stockpile non-putrescible recovered or source-separated materials for longer than 180 days (6 months). Metro may grant exceptions provided the facility has received written authority to store non-putrescible recovered or source-separated materials for longer periods of time based on a demonstrated need and such materials will be used productively and provided that such stockpiles will not create nuisances, health, safety or environmental problems; 5. Not store mixed non-putrescible waste or processing residual on-site unless it is on an impervious surface (e.g., asphalt or concrete) within a covered building or alternatively, inside water-tight covered or tarped containers or within covered or tarped transport trailer; and 6. Keep all non-putrescible waste-processing residual physically separated from, and not mixed or commingled at any time with, source-separated recyclable or recovered materials, including wood waste, yard debris and other recyclables.
6.7	**Dust, airborne debris and litter**	1. The Licensee shall operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and shall prevent its migration beyond property boundaries. 2. The Licensee shall: a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to

DRAFT

		prevent any material from blowing off the load during transit. b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit. c) Maintain and operate all access roads and receiving, processing (including grinding), storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site. d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation. e) Ensure that all mixed non-putrescible waste tipping, storage, sorting and reloading activities occur on an impervious surface (e.g. asphalt or concrete) and inside a roofed building that is enclosed on at least three sides. Unusually large vehicles (i.e., 30-foot tippers) may tip wastes outside, provided the tipped wastes are moved under cover prior to processing within 12 hours of receipt, or by the end of the business day, whichever is earlier. f) Ensure that mixed non-putrescible waste and processing residual is stored only on an impervious (e.g., asphalt or concrete) surface within a covered building or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers. g) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site. h) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, shall be permitted access to the premises of the facility for the purpose of making contact with individuals they have observed transporting uncovered loads of solid waste or recyclable materials on a public road right-of-way in violation of Section 5.09.040 of the Metro Code.

DRAFT

6.8	**Odor**	1. The Licensee shall operate the facility in a manner that prevents the generation of malodors that are detectable off-site. 2. As provided in Section 7.8, the Licensee shall establish and follow procedures in the operating plan for minimizing odor at the facility. 3. If Metro determines upon investigation that the odor management procedures are inadequate, the Licensee shall implement additional odor control measures that may include, but are not limited to: a) The installation of an alternative supplemental negative ventilation system for the building and an alternative supplemental or upgraded biofiltration system for the food waste tipping and reloading areas in the building so that any malodorous ambient air in the building can be quickly vented through a biofilter specifically designed and constructed to remove odors from the entire building. b) Licensee shall reload and transfer all residential food waste to a Metro-approved facility by the close of each business day or by 6 p.m., whichever is earlier.
6.9	**Vectors (e.g. birds, rodents, insects)**	1. The Licensee shall operate the facility in a manner that is not conducive to the harborage of rodents, birds, insects, or other vectors capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another. 2. Licensee shall implement effective vector prevention methods that shall include meeting the requirements in Section 4.4 of this license. 3. If vectors are present or detected at the facility, the Licensee shall implement vector control measures. The Licensee shall ensure that such vector control measures will not harm or have adverse impacts on the resident wildlife in the nearby natural areas.
6.10	**Noise**	The Licensee shall operate the facility in a manner that prevents the creation of noise sufficient to cause adverse off-site impacts and to the extent necessary to meet applicable regulatory standards and land-use regulations.
6.11	**Water contaminated by**	1. The Licensee shall operate the facility consistent with an approved DEQ stormwater management plan (or

DRAFT

	solid waste and solid waste leachate	equivalent), and shall: a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; b) Dispose of or treat water contaminated by solid waste generated onsite in a manner complying with local, state, and federal laws and regulations; and c) Ensure that all mixed non-putrescible waste tipping, storing, sorting and reloading activities occur on an impervious surface (e.g. asphalt or concrete) and inside a roofed building that is enclosed on at lease three sides. Unusually large vehicles (i.e., 30-foot tippers) may tip wastes outside, provided the tipped wastes are moved under cover prior to processing within 12 hours of receipt or by the end of the business day whichever is earlier.
6.12	**Access control**	1. The Licensee shall control access to the facility as necessary to prevent unauthorized entry and dumping. 2. The Licensee shall maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
6.13	**Signage**	1. The Licensee shall post signs at all public entrances to the facility, and in conformity with local government signage regulations. 2. These signs shall be easily and readily visible, and legible from off-site during all hours and shall contain at least the following information: a) Name of the facility b) Address of the facility; c) Emergency telephone number for the facility; d) Operating hours during which the facility is open for the receipt of authorized waste; e) Metro's name and telephone number 503-234-3000; f) A list of authorized and prohibited wastes; g) Vehicle / traffic flow information or diagram; h) Covered load requirements; and i) Directions not to queue on public roadways.

DRAFT

6.14	**Nuisance complaints**	1. The Licensee shall respond to all nuisance complaints in timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and shall keep a record of such complaints and any action taken to respond to the complaints, including actions to remedy the conditions that caused the complaint. 2. If the facility receives a complaint, the Licensee shall: a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); and b) Log all such complaints as provided by the operating plan (Section 7.11). Each log entry shall be retained for one year and shall be available for inspection by Metro.
615	**Access to license document**	The Licensee shall maintain a copy of this Metro Solid Waste Facility License on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it.

7.0	**OPERATING PLAN**	
7.1	**Purpose**	This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
7.2	**Plan compliance**	1. The Licensee must operate the facility in accordance with an operating plan approved in writing by the COO. 2. The operating plan must include sufficient detail to demonstrate that the facility will be operated in compliance with this license. The operating plan may be amended from time to time, subject to written approval by the COO.
7.3	**Plan maintenance**	The Licensee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The Licensee must submit revisions of the operating plan to the COO for written approval prior to implementation.

DRAFT

7.4	**Access to operating plan**	The Licensee shall maintain a copy of the operating plan on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.
7.5	**Procedures for inspecting loads**	The operating plan shall establish: 1. Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes; 2. A set of objective criteria for accepting and rejecting loads; and 3. An asbestos testing protocol for all material that appears as if it may contain friable asbestos.
7.6	**Procedures for processing and storage of loads**	The operating plan shall include procedures for: 1. Processing authorized solid wastes; 2. Reloading and transfer of authorized solid wastes; 3. Managing stockpiles to ensure that they remain within the authorized limits; 4. Storing authorized solid wastes; 5. Minimizing storage times and avoiding delay in processing of authorized solid wastes; 6. A contingency plan for delivering reloaded food waste to a transfer station if Licensee is unable to deliver the residential food waste to a composting facility under Metro authorization; and, 7. Performing facility cleaning and maintenance. Such procedures shall include establishing the day and time for the facility to perform its cleaning activities for the purpose of meeting the cleaning and maintenance requirements described in Section 4.4 of this license.
7.7	**Procedures for managing prohibited wastes**	The operating plan shall establish procedures for managing, reloading, and transporting to appropriate facilities or disposal sites each of the prohibited or unauthorized wastes if they are discovered at the facility. In addition, the operating plan shall establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.
7.8	**Procedures for odor prevention**	1. The operating plan shall establish procedures for preventing all objectionable odors generated at the

DRAFT

		facility from being detected off the premises of the facility. 2. The plan must include: a) A management plan that will be used to monitor and manage all odors of any derivation including malodorous loads delivered to the facility; b) Procedures for conducting regular odor monitoring in and around the facility to evaluate the effectiveness of odor management practices; and c) Procedures for receiving and recording odor complaints, immediately investigating any odor complaints to determine the cause of odor emissions, and remedying promptly any odor problem at the facility.
7.9	**Procedures for dust prevention**	1. The operating plan shall establish procedures for preventing dust from blowing off the premises of the facility. 2. The plan must include: a) A management plan that will be used to monitor and manage dust of any derivation; and b) Procedures for receiving and recording dust complaints, immediately investigating any dust complaints to determine the cause of dust emissions, and remedying promptly any dust problem at the facility.
7.10	**Procedures for emergencies**	The operating plan shall establish procedures to be followed in case of fire or other emergency.
7.11	**Procedures for nuisance complaints**	1. For every nuisance complaint (e.g. odor, dust, vibrations, litter) received, the Licensee shall record: a) The nature of the complaint; b) The date the complaint was received; c) The name, address and telephone number of the person or persons making the complaint; and d) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful). 2. The Licensee shall make records of such information available to Metro upon request. The Licensee shall retain each complaint record for a period of not less than one year.

DRAFT

7.12	**Closure protocol**	The Licensee shall establish protocol for closure and restoration of the site in the event of a long-term cessation of operations as provided in Metro Code Section 5.01.060.
7.13	**Financial assurance**	The COO has waived the financial assurance requirement in accordance with Metro Code Section5.01.060(c)(4).
7.14	**Community outreach plan related to the residential food waste operations**	1. The Licensee shall develop and implement a community outreach plan with the surrounding community that may be impacted by the facility residential food waste operations. 2. The community outreach plan shall, at a minimum, describe how the Licensee will hear and respond to local concerns about facility operations. 3. The Licensee shall submit a copy of the community outreach plan to Metro and shall provide Metro with an updated plan within 15 days of any revision to the plan. 4. The Licensee shall provide an annual written report to Metro on the status of the community outreach plan and its implementation, including, but not limited to, community concerns and actions taken by the Licensee. The reports shall be submitted to Metro by January 30 each year and include updates on the facility activities with respect to the community outreach plan during the previous calendar year. 5. A copy of the community outreach plan shall be kept on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it. 6. The community outreach plan shall not limit, or in any way restrict, Metro's ability to enforce the provisions of this license

8.0	**FEES AND RATE SETTING**	
8.1	**Purpose**	This section of the license specifies fees payable by the Licensee, and describes rate regulation by Metro.
8.2	**Annual fee**	The Licensee shall pay an annual license fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the license fee at any time by action of

DRAFT

		the Metro Council.
8.3	**Rates not regulated**	The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.
8.4	**Metro fee and tax imposed on disposal**	The Licensee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.

9.0	**RECORD KEEPING AND REPORTING**	
9.1	**Purpose**	This section of the license describes record keeping and reporting requirements. The Licensee shall effectively monitor facility operation and maintain accurate records of the information described in this section.
9.2	**Reporting requirements**	1. For all solid waste and materials the Licensee is authorized to receive under Section 4.0 of this license, including all non-putrescible waste, residential food waste, source-separated recyclables, inert materials, and yard debris, the Licensee shall keep and maintain accurate records of the amount of such materials the Licensee receives, recovers, recycles, reloads, and disposes. 2. The Licensee shall keep and maintain complete and accurate records of the following for all transactions: a) Ticket Number (should be the same as the ticket number on the weight slips); b) Account Number or Business Name: Incoming hauler account number on all incoming transactions and outgoing destination account number on all outgoing transactions. For incoming cash commercial customers, incoming hauler business name for all incoming commercial cash transactions; c) Material Category: Code designating the following types of material (more detail, such as differentiating yard debris, is acceptable): (1) incoming source-separated recyclable materials by type; (2) incoming mixed dry waste; (3) incoming residential food waste, (4) outgoing recyclable materials by type; (5) outgoing mixed dry waste (6) outgoing residential food waste; d) Origin: Code designating the following origin of

DRAFT

		material: (1) from inside Metro boundaries; (2) from within Multnomah, Clackamas and Washington Counties but outside Metro boundaries; and (3) from another location outside Metro boundaries: i. Any load containing any amount of waste from within the Metro region shall be reported as if the entire load was generated from inside the Metro region. ii. If the Licensee elects to report all loads delivered to the facility as being generated from inside the Metro region, then the Licensee is not required to designate the origin of loads as described above in Subsections (d)(2) and (d)(3). e) Date the load was received at, transferred within, or transmitted from the facility; f) Time the load was received at, transferred within, or transmitted from the facility; g) Indicate whether Licensee accepted or rejected the load; h) Net weight of the load; and i) The fee charged to the generator of the load.
9.3	**Record transmittals**	Licensee shall transmit to Metro records required under Section 9.0 no later than fifteen days following the end of each month in electronic format prescribed by Metro.
9.4	**Hauler account number listing**	Within five business days of Metro's request, Licensee shall provide Metro with a computer listing that cross references the incoming hauler account number with the hauling company's name and address.
9.5	**Transactions based on scale weights**	Except for minimum fee transactions for small, lightweight loads, the Licensee shall record each transaction electronically based on actual and accurate scale weights using the Licensee's on-site scales.
9.6	**DEQ submittals**	The Licensee shall provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this license within two business days of providing such information to DEQ.
9.7	**Copies of enforcement actions**	The Licensee shall send to Metro, upon receipt, copies of any notice of violation or noncompliance, citation, or any other similar enforcement actions issued to the Licensee

DRAFT

	provided to Metro	by any federal, state, or local government other than Metro, and related to the operation of the facility.
9.8	**Unusual occurrences**	1. The Licensee shall keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures. 2. If a breakdown of the Licensee's equipment occurs that will substantially impact the ability of the facility to remain in compliance, or create off-site impacts, the Licensee shall notify Metro within 24 hours. 3. The Licensee shall report any facility fires, accidents, emergencies, and other significant incidents to Metro at (503) 797-1835 within 12 hours of the discovery of their occurrence.
9.9	**Changes in ownership**	The Licensee must, in accordance with Metro Code Section 5.01.090, submit a new license application to Metro if the Licensee proposes to transfer ownership or control of the license, or the facility property.
9.10	**Material recovery reporting**	The Licensee shall provide the results of its quarterly sampling of processing residual, as provided in Section 3.5 of this license, to Metro as a component of its monthly report no later than fifteen days following the end of the each quarter in a format prescribed by Metro.

10.0	**INSURANCE REQUIREMENTS**	
10.1	**Purpose**	This section describes the types of insurance that the Licensee shall purchase and maintain at the Licensee's expense, covering the Licensee, its employees, and agents. The Licensee shall provide Metro with documentation demonstrating that it holds all of the required insurance coverage described in Section 10.0 of this license.
10.2	**General liability**	The Licensee shall carry the most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than $1,000,000 per occurrence and $1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed

DRAFT

		operations. Contractor's coverage will be primary as respects Metro.
10.3	**Automobile**	The Licensee shall carry automobile bodily injury and property damage liability insurance.
10.4	**Coverage**	Insurance coverage shall be a minimum of $1,000,000 per occurrence and $1,000,000 aggregate.
10.5	**Additional insureds**	Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS.
10.6	**Worker's Compensation Insurance**	The Licensee, its subcontractors, if any, and all employers working under this license, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The Licensee shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If the Licensee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
10.7	**Notification**	The Licensee shall give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

11.0	**ENFORCEMENT**	
11.1	**Generally**	Enforcement of this license shall be as specified in Metro Code.
11.2	**Authority vested in Metro**	The power and right to regulate, in the public interest, the exercise of the privileges granted by this license shall at all times be vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such requirements against Licensee.
11.3	**No Enforcement Limitations**	This license shall not be construed to limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor shall this license be construed or interpreted so as to limit or preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any person or persons within the District,

DRAFT

		notwithstanding any incidental impact that such ordinances may have upon the terms of this license or the Licensee's operation of the facility.
11.4	**Penalties**	Each violation of a license condition shall be punishable by penalties as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.

12.0	**AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION**	
12.1	**Amendment**	At any time during the term of the license, either the COO or the Licensee may propose amendments to this license. The COO has the authority to approve or deny any such amendments provided that the activities authorized in the amended license do not require a Metro Solid Waste Facility Franchise under Metro Code Chapter 5.01. When applicable, the Licensee shall comply with Metro Code Section 5.01.095. No amendment pursuant to this section shall be effective unless in writing and executed by the COO.
12.2	**Modification, suspension or revocation by Metro**	The COO may, at any time before the expiration date, modify, suspend, or revoke this license in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to: a) Violation of the terms or conditions of this license, Metro Code, or any applicable statute, rule, or standard; b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this license; c) Failure to disclose fully all relevant facts; d) A significant release into the environment from the facility; e) Significant change in the character of solid waste received or in the operation of the facility; f) Any change in ownership or control, excluding transfers among subsidiaries of the Licensee or Licensee's parent corporation; g) A request from the local government stemming from impacts resulting from facility operations; and h) Compliance history of the Licensee.

DRAFT

13.0	GENERAL OBLIGATIONS	
13.1	**Compliance with law**	The Licensee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this license, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.01 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the facility by federal, state, regional or local governments or agencies having jurisdiction over the facility shall be deemed part of this license as if specifically set forth herein. Such conditions and permits include those cited within or attached as exhibits to the license document, as well as any existing at the time of the issuance of the license but not cited or attached, and permits or conditions issued or modified during the term of the license.
13.2	**Indemnification**	The Licensee shall indemnify and hold Metro, its employees, agents and elected officials harmless from any and all claims, damages, actions, losses and expenses including attorney's fees, or liability related to or arising out of or in any way connected with the Licensee's performance or failure to perform under this license, including patent infringement and any claims or disputes involving subcontractors.
13.3	**Deliver waste to appropriate destinations**	The Licensee shall ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code Chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.
13.4	**Right of inspection and audit**	1. Authorized representatives of Metro may take photographs, collect samples of materials, and perform such inspection or audit as the COO deems appropriate, and shall be permitted access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times upon giving reasonable advance notice (not less than 24 hours). Metro inspection reports, including site photographs, are public records subject to disclosure under Oregon Public Records Law. Subject to the confidentiality provisions in Section 13.5 of this license, Metro's right to inspect shall include the right to review

DRAFT

		all information from which all required reports are derived including all books, maps, plans, income tax returns, financial statements, contracts, and other similar written materials of Licensee that are directly related to the operation of the Facility. 2. The Licensee shall permit access to the facility premises to authorized representatives of Metro, including personnel on contract to Metro, at all reasonable times during business hours with or without notice to determine whether the Licensee meets the minimum level of recovery as provided in Section 3.5 of this license. The Licensee shall provide: a) Access to all areas where it generates, manages, stores, and reloads processing residual, including without limitation to transfer vehicles; b) Access to facility personnel and equipment to collect, segregate, contain, and weigh individual samples of processing residual; and c) A safe, covered location away from working areas and vehicle traffic where authorized representatives of Metro may conduct an analysis of the Licensee's processing residual.
13.5	**Confidential information**	The Licensee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the Licensee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro. The Licensee shall prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro shall treat as confidential any information so marked and will make a good faith effort not to disclose such information unless Metro's refusal to disclose such information would be contrary to applicable Oregon law, including, without limitation, ORS Chapter 192. Within five (5) days of Metro's receipt of a request for disclosure of information identified by Licensee as confidential, Metro shall provide Licensee written notice of the request. The Licensee shall have three (3) days within which time to respond in writing to the request before Metro determines, at its sole discretion, whether to disclose any requested information. The Licensee shall pay any costs incurred by Metro as a result of Metro's efforts to remove or redact any such confidential information from documents that Metro produces in response to a public records request. This

DRAFT

		Section 13.0 shall not limit the use of any information submitted to or reviewed by Metro for regulatory purposes or in any enforcement proceeding. In addition, Metro may share any confidential information with representatives of other governmental agencies provided that, consistent with Oregon law, such representatives agree to continue to treat such information as confidential and make good faith efforts not to disclose such information
13.6	**Compliance by agents**	The Licensee shall be responsible for ensuring that its agents and contractors operate in compliance with this license.

:
S:\REM\metzlerb\Recology Foster Road\Food Waste Reload 2011-2012\License\L-036-09B.docx

DRAFT