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July 26, 2013

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Kathleen McFarlane White  
McFarlane's Bark, Inc.  
13345 SE Johnson Road  
Milwaukie, OR 97222

Re: Issuance of Solid Waste Facility License No. L-026-13 for McFarlane's Bark, Inc.

Dear Ms. McFarlane White:

The application that McFarlane's Bark, Inc. submitted to Metro for the renewal of its license to operate a yard debris composting facility has been approved for an interim period. In light of the violations recently identified at the facility by the Oregon Department of Environmental Quality (DEQ),<sup>1</sup> Metro has approved a six-month license which carries forward the same conditions of the current license until January 31, 2014. Attached is a copy of Solid Waste Facility License No. L-026-13 for your records.

This short-term license is intended to allow time for McFarlane's Bark to focus on, address, and correct the violations that were recently cited by the DEQ. This timeframe also provides an opportunity for the facility to implement the necessary corrective actions and operational changes that will help inform future license conditions and a potential term extension in 2014. Metro also expects the facility, as part of its pending corrective actions, to undertake an independent assessment of its operational capacity in the near future. You should consider potential options for undertaking such an assessment within the next six months.

I recommend that you review the terms of the attached license carefully as its provisions become effective on August 1, 2013. Please be advised that this license stipulates, in part, that McFarlane's Bark must fully comply with all of the DEQ's requirements<sup>2</sup> and the facility must provide Metro with copies of all the documents that it submits to the DEQ within two business days.<sup>3</sup> In addition, please maintain a copy of this document in a readily accessible location on the facility's premises.

Under Metro Code Chapter 2.05, you have the right to request a contested case hearing regarding the provisions contained in the license. In order to do so, you must make this request in writing and ensure that Metro receives the request within 30 days of the date this letter was mailed. Any such request should be directed to my attention at Metro. You may retain legal counsel to represent you at the hearing. Article IX, Section 14 of the Oregon Constitution, the Metro Charter, ORS Chapter 268, and Metro Code Chapters 2.05 and 5.01 provide Metro's authority and jurisdiction for the hearing.

<sup>1</sup> On July 3, 2013, DEQ issued a *Warning Letter with Opportunity to Correct* to McFarlane's Bark, Inc.

<sup>2</sup> Section 12.1 of Metro Solid Waste Facility License No. L-026-13

<sup>3</sup> Section 8.4 of Metro Solid Waste Facility License No. L-026-13

McFarlane's Bark, Inc.  
July 26, 2013  
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If you have any questions regarding this matter, please contact Warren Johnson at (503) 797-1836.  
Thank you.

Sincerely,



Roy W. Brower  
Solid Waste Compliance and Cleanup Manager

WJ/RB:bjl

Attachment

cc: Warren Johnson, Metro  
Stephanie Rawson, DEQ  
Daniel McFarlane, McFarlane's Bark

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Queue



METRO

**SOLID WASTE FACILITY LICENSE**  
**Yard Debris Composting**  
**No. L-026-13**

LICENSEE:	FACILITY NAME AND LOCATION:
McFarlane's Bark, Inc. 13345 SE Johnson Road Milwaukie, OR 97222 Telephone: (503) 649-4240 Fax: (503) 659-0237	McFarlane's Bark, Inc. 13345 SE Johnson Road Milwaukie, OR 97222 Telephone: (503) 649-4240 Fax: (503) 659-0237
OPERATOR:	PROPERTY OWNER:
McFarlane's Bark, Inc. 13345 SE Johnson Road Milwaukie, OR 97222 Telephone: (503) 649-4240 Fax: (503) 659-0237	Dan McFarlane and Marjorie McFarlane Telephone: (503) 659-4240 Fax: (503) 659-0237

This license replaces and supercedes the provisions of Metro Solid Waste Facility License No. YD-026-08. This license is granted to the Licensee named above and may not be transferred without the prior written approval of the Director of the Solid Waste and Recycling Department. Subject to the conditions stated in this license document, the Licensee is authorized to operate and maintain a yard debris composting facility, and to accept the solid wastes and perform the activities authorized herein.

**ISSUED BY METRO**



Scott Robinson, Deputy Chief Operating Officer

7/24/13

Date



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<b>1.0</b>		<b>ISSUANCE</b>
<b>1.1</b>	<b>Licensee</b>	McFarlane's Bark, Inc. 13345 SE Johnson Road Milwaukie, OR 97222
<b>1.2</b>	<b>Contact</b>	Dan McFarlane, President
<b>1.3</b>	<b>License number</b>	Metro Solid Waste Facility License Number L-026-13
<b>1.4</b>	<b>Term</b>	The term commences on August 1, 2013 and shall remain in force until January 31, 2014, unless modified, suspended, or revoked under the provisions of Section 11 of this license.
<b>1.5</b>	<b>Facility name and mailing address</b>	McFarlane's Bark, Inc. 13345 SE Johnson Road Milwaukie, OR 97222
<b>1.6</b>	<b>Operator</b>	McFarlane's Bark, Inc.
<b>1.7</b>	<b>Facility legal description</b>	Tax Lot 00202-00400-00802-00803 Section 05, Township 25, Range 2E, W.M. City of Milwaukie, State of Oregon
<b>1.8</b>	<b>Property owner</b>	Dan McFarlane and Marjorie McFarlane
<b>1.9</b>	<b>Permission to operate</b>	The property owner is the owner/operator of the facility.

<b>2.0</b>		<b>CONDITIONS AND DISCLAIMERS</b>
<b>2.1</b>	<b>Guarantees</b>	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.
<b>2.2</b>	<b>Non-exclusive license</b>	This license shall not in any way limit Metro from granting other solid waste licenses within Metro's boundaries.
<b>2.3</b>	<b>Property rights</b>	This license does not convey any property rights in either real or personal property.
<b>2.4</b>	<b>No recourse</b>	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.
<b>2.5</b>	<b>Indemnity</b>	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.
<b>2.6</b>	<b>Binding nature</b>	This license is binding on the Licensee. The Licensee is liable for all acts and omissions of the Licensee's contractors and agents.
<b>2.7</b>	<b>Waivers</b>	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.
<b>2.8</b>	<b>Effect of waiver</b>	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.
<b>2.9</b>	<b>Choice of law</b>	The license shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
<b>2.10</b>	<b>Enforceability</b>	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.
<b>2.11</b>	<b>License not a waiver</b>	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.
<b>2.12</b>	<b>License not limiting</b>	This license does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
<b>2.13</b>	<b>Definitions</b>	Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.01.



<b>3.0 AUTHORIZATIONS</b>	
<b>3.1</b>	<b>Purpose</b> 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.
<b>3.2</b>	<b>General conditions on acceptable materials</b> The Licensee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this license. The Director of the Solid Waste and Recycling Department (Director) may authorize the Licensee to accept solid wastes not otherwise described in Section 3.0, 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 11.1. The Licensee is prohibited from knowingly receiving any solid waste not authorized in this section.
<b>3.3</b>	<b>General conditions on activities</b> The Licensee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this license.
<b>3.4</b>	<b>Acceptance and processing of yard debris</b> 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. Yard debris may be accepted for grinding, composting and the production of mulch or hogged fuel.
<b>3.5</b>	<b>Acceptance and processing of land clearing debris</b> The Licensee is authorized to accept land-clearing debris (e.g. brush and stumps). Land clearing debris may be accepted for grinding and composting or for reload to facilities with industrial boilers for use as hogged fuel.
<b>3.6</b>	<b>Acceptance and processing of clean untreated wood</b> The Licensee is authorized to accept source-separated, untreated and unpainted "clean" wood waste (e.g. untreated lumber and wood pallets). Clean wood waste may be accepted for grinding, and composting, or for reload to facilities with industrial boilers for use as hogged fuel.



3.8	<b>Acceptance and management of painted wood and preservative treated wood</b>	The Licensee is authorized to accept painted and treated wood waste, other than creosote-treated wood waste, for recycling such as boiler fuel (processing into hogged fuel), but not for compost feedstocks, mulch or animal bedding. Painted and treated wood waste shall be kept separated at all times from yard debris and untreated wood waste destined for composting or mulch. Signs shall clearly describe the different locations for painted and treated wood waste from other composting feedstock.
3.9	<b>Acceptance of inert materials</b>	The Licensee is authorized to accept inert materials such as concrete, asphalt, rock and clean dirt for processing and resale.

4.0	<b>LIMITATIONS AND PROHIBITIONS</b>	
4.1	<b>Purpose</b>	This section of the license describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
4.2	<b>Prohibited waste</b>	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 or putrescible waste other than that specifically allowed in Section 3.0 of this license, special wastes as defined in chapter 5.02 of the Metro Code, creosote-treated wood or timbers, 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.
4.3	<b>No disposal of recyclable materials; other potential disposal bans</b>	The Licensee shall not dispose of source-separated recyclable materials by landfilling or incineration. 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.
4.4	<b>Limits not exclusive</b>	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.
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<b>5.0 OPERATING CONDITIONS</b>		
<b>5.1</b>	<b>Purpose</b>	This section of the license describes criteria and standards for the operation of the facility.
<b>5.2</b>	<b>Qualified operator</b>	<ol style="list-style-type: none"><li>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.</li><li>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 6.0).</li><li>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.</li></ol>
<b>5.3</b>	<b>Fire prevention</b>	The operator 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.
<b>5.4</b>	<b>Adequate vehicle accommodation</b>	Vehicles delivering solid waste to the facility shall not park or queue on public streets or roads except under emergency conditions. The Licensee shall provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.
<b>5.5</b>	<b>Managing prohibited wastes</b>	<ol style="list-style-type: none"><li>1. The Licensee shall not accept prohibited waste, including but not limited to putrescible waste not specifically authorized in Section 3.0 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.</li><li>2. The Licensee shall implement a load-checking program</li></ol>



		<p>to prevent the acceptance of waste that is prohibited by the license. This program must include at a minimum:</p> <ul style="list-style-type: none"><li>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.</li><li>b. Containment area. The Licensee shall provide a secured or isolated containment area for the storage of prohibited wastes that are inadvertently received. The Licensee shall ensure containment areas are covered and enclosed to prevent leaking and contamination.</li><li>c. Record maintenance. The Licensee shall maintain records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste in the operating record and make the records available for review by Metro.</li></ul> <p>3. Upon discovery, the Licensee shall remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and procedures established in the operating plan (see Section 6.7 of this license). All such wastes the Licensees inadvertently receives shall be suitably contained and 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. Putrescible waste not authorized in Section 3.0 of this license that is inadvertently received shall be suitably contained and removed from the site and transported to an appropriate destination within 24-hours of receipt.</p>
<b>5.6</b>	<b>Storage</b>	<p>The Licensee shall contain and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions or safety hazards. The Licensee shall maintain storage areas in an orderly manner and keep areas free of litter.</p>
<b>5.7</b>	<b>Litter and airborne debris</b>	<p>The Licensee shall operate the facility in a manner that is not conducive to the generation of litter and airborne debris. The Licensee shall:</p> <ul style="list-style-type: none"><li>a. Take reasonable steps to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit.</li><li>b. Construct, maintain, and operate all vehicles and</li></ul>



		<p>devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit.</p> <ul style="list-style-type: none"><li>c. Construct, maintain, and operate all receiving, processing (including grinding), storage, and reload areas in such a manner as to prevent dust and debris from blowing or settling off-site.</li><li>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.</li><li>e. 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.</li></ul>
<b>5.8</b>	<b>Odor</b>	<p>The Licensee shall operate the facility in a manner that is not conducive to the generation of odors. The Licensee shall:</p> <ul style="list-style-type: none"><li>a. Clean the areas and equipment that come into contact with solid waste on a regular basis.</li><li>b. Establish and follow procedures for minimizing odor at the facility. Specific measures an operator shall take to control odor include but are not limited to adherence to the contents of a required odor minimization plan (see Section 6.8 of this license).</li></ul>
<b>5.9</b>	<b>Vectors</b>	<ul style="list-style-type: none"><li>1. The Licensee shall operate the facility in a manner that is not conducive to harborage of rodents, birds, insects, or other animals capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.</li><li>2. If vectors are present or detected at the facility, the Licensee shall implement vector control measures.</li></ul>
<b>5.10</b>	<b>Noise</b>	<p>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</p>



		applicable regulatory standards and land-use regulations.
<b>5.11</b>	<b>Water contaminated by solid waste and solid waste leachate</b>	<p>The Licensee shall operate the facility consistent with an approved DEQ stormwater management plan (or equivalent), and shall:</p> <ol style="list-style-type: none"><li>a. Operate and maintain the facility to minimize contact of solid wastes with storm water runoff and precipitation.</li><li>b. Dispose of or treat water contaminated by solid waste onsite in a manner complying with local, state, and federal laws and regulations.</li></ol>
<b>5.12</b>	<b>Access control</b>	<p>The Licensee shall control public access to the facility as necessary to prevent unauthorized entry and dumping.</p>
<b>5.13</b>	<b>Signage</b>	<p>The Licensee shall post signs at all public entrances to the facility, and in conformity with local government signage regulations. These signs shall be easily and readily visible, and legible from off-site during all hours and shall contain at least the following information:</p> <ol style="list-style-type: none"><li>a. Name of the facility;</li><li>b. Address of the facility;</li><li>c. Emergency telephone number for the facility;</li><li>d. Operating hours during which the facility is open for the receipt of authorized waste;</li><li>e. Fees and charges;</li><li>f. Metro's name and telephone number (503) 234-3000;</li><li>g. A list of authorized and prohibited wastes; and</li><li>h. Covered load requirements.</li></ol>
<b>5.14</b>	<b>Complaints</b>	<ol style="list-style-type: none"><li>1. The Licensee shall respond to all nuisance complaints in a 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.</li><li>2. If Licensee receives a complaint, Licensee shall:<ol style="list-style-type: none"><li>a. Attempt to respond to that complaint within one business day, or sooner as circumstances may</li></ol></li></ol>



		<p>require, and retain documentation of its attempts (whether successful or unsuccessful); and</p> <p>b. Log all such complaints as provided in the operating plan (see section Section 6.11 of this license). Each log entry shall be retained for one year and shall be available for inspection by Metro.</p>
<b>5.15</b>	<b>Access to license document</b>	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.

<b>6.0</b>	<b>OPERATING PLAN</b>	
<b>6.1</b>	<b>Purpose</b>	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.
<b>6.2</b>	<b>Plan compliance</b>	The Licensee shall operate the facility in accordance with an operating plan approved by Metro's Solid Waste Regulatory Affairs Manager. The operating plan shall include sufficient detail to demonstrate that the facility will be operated in compliance with this license. The Licensee may amend the operating plan from time to time, subject to written approval by Metro's Solid Waste Regulatory Affairs Manager.
<b>6.3</b>	<b>Plan maintenance</b>	The Licensee shall revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The Licensee shall submit revisions of the operating plan to Metro's Solid Waste Regulatory Affairs Manager for written approval prior to implementation.
<b>6.4</b>	<b>Access to operating plan</b>	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.
<b>6.5</b>	<b>Procedures for inspecting loads</b>	<p>The operating plan shall establish:</p> <p>a. Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes; and</p> <p>b. A set of objective criteria for accepting and rejecting loads.</p>



<b>6.6</b>	<b>Procedures for processing and storage of loads</b>	The operating plan shall establish procedures for: <ul style="list-style-type: none"><li>a. Processing authorized solid wastes,</li><li>b. Reloading and transfer of authorized solid wastes,</li><li>c. Managing stockpiles,</li><li>d. Storing authorized solid wastes; and</li><li>e. Minimizing storage times and avoiding delay in processing of authorized solid wastes.</li></ul>
<b>6.7</b>	<b>Procedures for managing prohibited wastes</b>	<ul style="list-style-type: none"><li>1. The operating plan shall establish procedures for managing, reloading, and transporting to appropriate facilities or disposal sites each of the prohibited or unauthorized wastes (listed in Section 4) if they are discovered at the facility.</li><li>2. 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.</li></ul>
<b>6.8</b>	<b>Odor minimization plan</b>	The operating plan shall include an odor minimization plan that establishes procedures for preventing all objectionable odors from being detected off the premises of the facility. The plan shall include: <ul style="list-style-type: none"><li>a. Methods to minimize, manage and monitor all odors of any derivation including malodorous loads delivered to the facility odors, including odors produced by grass clippings.</li><li>b. 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.</li><li>c. Additional odor-minimizing measures, which must at a minimum include the following:<ul style="list-style-type: none"><li>(1) Avoidance of anaerobic conditions in the composting material;</li><li>(2) Use of mixing for favorable composting conditions; and</li><li>(3) Formation of windrow or other piles into a size and shape favorable to minimizing odors.</li></ul></li><li>d. Specification of a readily available supply of bulking agents, additives or odor control agents.</li></ul>



		<ul style="list-style-type: none"><li>e. Procedures for avoiding delay in processing and managing landscape waste and yard debris during all weather conditions.</li><li>f. Methods for taking into consideration the following factors prior to turning or moving composted material:<ul style="list-style-type: none"><li>(1) Time of day;</li><li>(2) Wind direction;</li><li>(3) Percent moisture;</li><li>(4) Estimated odor potential; and</li><li>(5) Degree of maturity.</li></ul></li></ul>
6.9	<b>Procedures for dust prevention</b>	<p>The operating plan shall establish procedures for preventing the production of dust from blowing or falling off the premises of the facility. The plan shall include:</p> <ul style="list-style-type: none"><li>a. A management plan that will be used to monitor and manage dust of any derivation; and</li><li>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.</li></ul>
6.10	<b>Procedures for emergencies</b>	<p>The operating plan shall establish procedures to be followed in case of fire or other emergency.</p>
6.11	<b>Procedures for nuisance complaints</b>	<p>For every nuisance complaint (e.g. odor, dust, vibrations, litter) received, the Licensee shall record:</p> <ul style="list-style-type: none"><li>a. The nature of the complaint;</li><li>b. The date the complaint was received;</li><li>c. The name, address and telephone number of the person or persons making the complaint; and</li><li>d. Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).</li></ul> <p>Records of such information shall be made available to Metro and local governments upon request. The Licensee shall retain each complaint record for a period of not less than one year.</p>
6.12	<b>Procedures for managing stockpiles</b>	<p>The operating plan shall establish procedures for managing all stockpiles.</p>



<b>6.13</b>	<b>Closure protocol</b>	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(c)(3).
<b>6.14</b>	<b>Financial assurance</b>	The Licensee has certified that the cost to implement a closure plan will be less than \$10,000, therefore the financial assurance requirement is waived as provided in Metro Code Section 5.01.060(c)(4).

<b>7.0</b>	<b>FEES AND RATE SETTING</b>	
<b>7.1</b>	<b>Purpose</b>	This section of the license specifies fees payable by the Licensee, and describes rate regulation by Metro.
<b>7.2</b>	<b>Annual fee</b>	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 the Metro Council.
<b>7.3</b>	<b>Rates not regulated</b>	The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.
<b>7.4</b>	<b>Metro fee and tax imposed on disposal</b>	The Licensee is liable for payment of the Metro Regional System Fee and Excise Tax on any solid wastes delivered to a disposal site, unless these solid wastes are exempted by Metro Code Chapters 5.01 or 7.01.

<b>8.0</b>	<b>RECORD KEEPING AND REPORTING</b>	
<b>8.1</b>	<b>Purpose</b>	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.
<b>8.2</b>	<b>Reporting requirements</b>	For all solid waste and materials the Licensee is authorized to receive under Section 3.0 of this license, including yard debris, the Licensee shall keep and maintain accurate records of the amount of such materials the Licensee receives, recovers, recycles, reloads, disposes, and the quantity of product produced at the facility.



8.3	<b>Record transmittals</b>	Records required under Section 8.0 shall be transmitted to Metro no later than thirty days following the end of each quarter in a format prescribed by Metro. The report shall be signed and certified as accurate by an authorized representative of the Licensee.
8.4	<b>DEQ submittals</b>	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.
8.5	<b>Copies of enforcement actions provided to Metro</b>	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 by any federal, state, or local government other than Metro, and related to the operation of the facility.
8.6	<b>Unusual occurrences</b>	<ol style="list-style-type: none"><li>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.</li><li>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.</li><li>3. The Licensee shall report any facility fires, accidents, emergencies, and other significant incidents to Metro at (503) 234-3000 within 12 hours of the discovery of their occurrence.</li></ol>
8.7	<b>Changes in ownership</b>	The Licensee shall, 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 (1) the license, (2) the facility property, or (3) the name and address of the operator.

<b>9.0</b>	<b>INSURANCE REQUIREMENTS</b>	
9.1	<b>Purpose</b>	The 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.
9.2	<b>General liability</b>	The Licensee shall carry broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy shall be endorsed with contractual liability coverage.
9.3	<b>Automobile</b>	The Licensee shall carry automobile bodily injury and property damage liability insurance.
9.4	<b>Coverage</b>	Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
9.5	<b>Additional insureds</b>	Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS.
9.6	<b>Worker's compensation insurance</b>	The Licensee, its subcontractors, if any, and all employers working under this license, are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Licensee shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If 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.
9.7	<b>Notification</b>	The Licensee shall give at least 30 days written notice to Metro's Solid Waste Regulatory Affairs Manager of any lapse or proposed cancellation of insurance coverage.

<b>10.0</b>	<b>ENFORCEMENT</b>	
10.1	<b>Generally</b>	Enforcement of this license shall be as specified in Metro Code.
10.2	<b>Authority vested in Metro</b>	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.
10.3	<b>No enforcement limitations</b>	Nothing in this license shall 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, notwithstanding any incidental impact that such ordinances may have upon the terms of this license or the Licensee's operation of the facility.
10.4	<b>Fines</b>	Each violation of a license condition shall be punishable by fines as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.

<b>11.0</b>	<b>AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION</b>	
11.1	<b>Amendment</b>	At any time during the term of the license, either the Director or the Licensee may propose amendments or modifications to this license. The Director has the authority to approve or deny any such amendments or modifications provided that the activities authorized in the amended or modified 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 Director.
11.2	<b>Modification, suspension or revocation by Metro</b>	The Director 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: <ul style="list-style-type: none"><li>a. Violation of the terms or conditions of this license, Metro Code, or any applicable statute, rule, or standard;</li><li>b. Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this license;</li><li>c. Failure to disclose fully all relevant facts;</li><li>d. A significant release into the environment from the</li></ul>



		<p>facility;</p> <p>e. Significant change in the character of solid waste received or in the operation of the facility;</p> <p>f. Any change in ownership or control, excluding transfers among subsidiaries of the Licensee or Licensee's parent corporation;</p> <p>g. A request from the local government stemming from impacts resulting from facility operations; and</p> <p>h. Compliance history of the Licensee.</p>
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<b>12.0 GENERAL OBLIGATIONS</b>		
<b>12.1</b>	<b>Compliance with law</b>	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.
<b>12.2</b>	<b>Indemnification</b>	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.
<b>12.3</b>	<b>Deliver waste to appropriate destinations</b>	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;



12.4	<b>Right of inspection and audit</b>	<p>Authorized representatives of Metro may take photographs, collect samples of materials including conducting analysis of any waste or other material, including storm water runoff, water treatment or holding facilities, leachate, soil and solid waste, and perform such inspection or audit as the Chief Operating Officer 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). The Chief Operating Officer shall coordinate any sampling or follow-up activities with the DEQ or local jurisdiction as necessary to prevent the imposition of redundant requirements on operations. Metro inspection reports, including site photographs, are public records subject to disclosure under Oregon Public Records Law. Subject to the confidentiality provisions in Section 12.5 of this license, Metro's right to inspect shall include the right to review 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.</p>
12.5	<b>Confidential information</b>	<p>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. 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. 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. 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</p>



		response to a public records request. Nothing in this Section 12.0 shall 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
<b>12.6</b>	<b>Compliance by agents</b>	The Licensee shall be responsible for ensuring that its agents and contractors operate in compliance with this license.