



METRO

MAIL THIS APPLICATION TO:

MAY 7 '13 PM 1:31
DATE RECEIVED BY METRO:

Metro Finance and Regulatory Services
Solid Waste Compliance and Cleanup
600 NE Grand Avenue
Portland, OR 97232-2736
(503) 797-1835

Solid Waste License Renewal Application Yard Debris Composting Facility

1. Applicant (Licensee)	
Facility Name:	McFarlane's Bark, Inc.
Company Name:	McFarlane's Bark, Inc.
Street Address:	13345 S.E. Johnson Road
Mailing Address:	13345 S.E. Johnson Road
City/State/Zip:	Milwaukie, OR 97222
Contact Person:	Kathleen McFarlane White
Phone Number:	503-659-4240
Fax Number:	503-659-0237
E-mail Address:	kmcfarlane@mcfarlanesbark.com

2. Licensee's Owner or Parent Company (provide information for all owners)	
Name:	McFarlane's Bark, Inc.
Address:	13345 S.E. Johnson Road
City/State/Zip:	Milwaukie, OR 97222
Phone Number:	503-659-4240
Fax Number:	503-659-0237
E-mail Address:	kmcfarlane@mcfarlanesbark.com

3. Land Owner		
Is the applicant the sole owner of the property on which the facility is located?	<input type="checkbox"/> YES	<input type="checkbox"/> NO (If you answer "NO", complete the rest of the information requested in this section and attach a copy of the Property Use Consent Form, signed by the owner(s) of the property.) Form is available at www.oregonmetro.gov .
Name:	Marjorie A. McFarlane	Daniel F. McFarlane
Mailing Address:	13345 S.E. Johnson Road	1515 Windsor Drive
City/State/Zip:	Milwaukie, OR 97222	Gladstone, OR 97027
Phone Number:	971-409-0081	503-522-8009

4. Description of site activities:
See accompanying correspondence

5. Anticipated quantity of yard debris and other materials to be accepted monthly and annually.			
BY WASTE TYPE:		Weekly Cubic Yards or Tons	Annually Cubic Yards or Tons
• Yard Debris:	Compost:	1,135 tons	59,000 tons
	Hogged fuel:		
• Clean Wood Waste:	Compost:		
	Hogged fuel:	98 tons	5,100 tons
• Painted or Treated Wood Waste:	Hogged fuel:		
• Other: (describe)			

6. Describe any significant changes in your facility permits, design or operating plans that have occurred since your original license application or any subsequent renewals (attach separate sheet if necessary).

See accompanying correspondence

7. Cost of Closure / Financial Assurance.

Licensee certifies that the cost to implement a closure plan will be less than \$10,000, and requests that the Chief Operating Officer waive the financial assurance requirement for the cost of closure as provided in Metro Code Chapter 5.01.

See accompanying correspondence

APPLICANT CERTIFICATION: This form cannot be processed without a signature

I certify under penalty of law that the information contained in this application is true and correct to the best of my knowledge. I agree to notify Metro within 10 days of any change in the information submitted as a part of this application.

SIGNATURE OF AUTHORIZED AGENT Kathleen McFarlane White

TITLE: Corporate Vice President and Compliance Officer _____

PRINT NAME: Kathleen McFarlane White _____

DATE: May 3, 2013

PHONE: 503-659-4240

McFarlane's Bark, Inc.

13345 S.E. Johnson Road
Milwaukie, OR 97222
Phone (503)659-4240
Fax (503)659-0237

8806 N.E. 117th Avenue
Vancouver, WA 98662
Phone (360)892-6125
Fax (360)892-1034



CELEBRATING 81 YEARS

May 2, 2013

Metro Service District

RE: McFarlane's YD-026-08
License Renewal Application

4.

Description of Site Activities -

Facility accepts yard debris and wood waste feed stocks from residential and commercial operations. Incoming feed stocks fees are assessed at point of sale. Incoming wood is kept separate from the yard vegetation and is used for producing bio fuel to be used at co-gen facilities and at the lumber or paper mills. Composting processes occur on site. Finish compost products are screened, sold and transferred from site. Preserving accountability is achieved by testing. In addition to maintaining monthly testing to secure Seal of Testing Assurance through the U.S. Composting Council's parameters; McFarlane's has also been testing for a pane of chemicals on an annual basis. This testing by Pacific Agricultural Lab; gives our Clients an additional assurance that our Compo-Stuff products are safe for use in growing of food. A result from our test in 2012 is enclosed.

Seasonal Closures

Public Operating Hours may vary, depending upon seasonal and marketing trends.

6.

Significant Changes -

- a. McFarlane's is permitted as a DEQ Solid Waste Disposal Site Permit for a Composting Facility; Permit No. 1442; date of issued December 30th, 2011.
- b. Incoming roadway has been repaved by Clackamas County Water Environment Services after the installation of their pump station just south of our site one city block. This paving has reduced dust immensely.
- c. Additional concrete was added for the purpose of relocating the compost screening equipment at the southwest corner of the property.
- d. Storm water swale improvements were made by the installation of constructing rock damns along the north side of the property to increase controls of discharge water quality; November 2012. In addition, the cement pond received an aeration system in Summer 2009. A floating pump suction in the pond was installed in April 2013 to eliminate the pumping of settled solids.

7.

Reclamation Plan -

Cost of Closure: Approximately \$5,000.

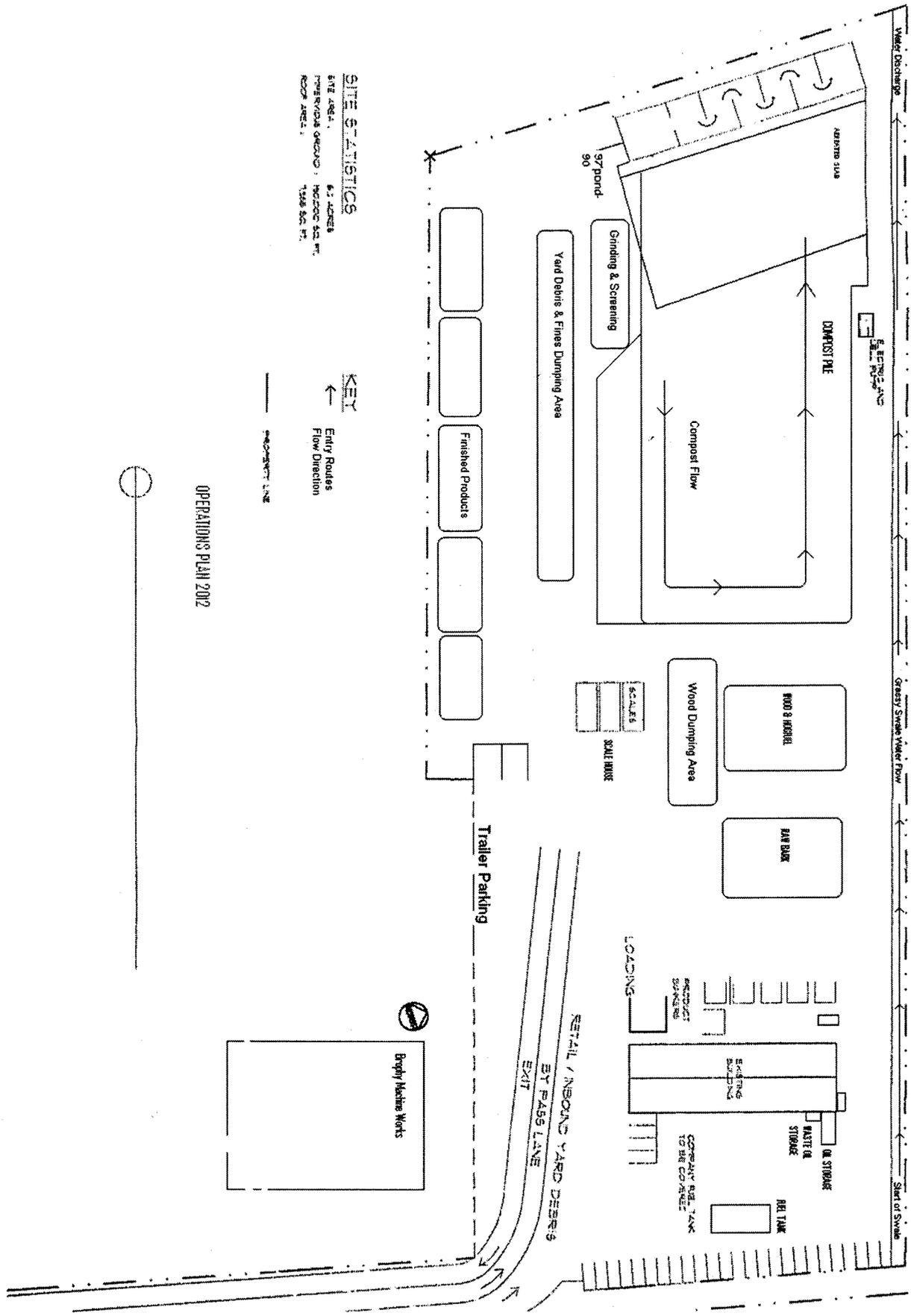
- Clear the site to make it a saleable property.
- Discontinue accepting yard debris and wood waste.
- Cease hauling in saleable products.
- Liquidate saleable products:
 - Advertise the liquidation
 - Trucking saleable products off site
 - Sell products at reduced rates

Sincerely,

A handwritten signature in black ink that reads "Kathleen McFarlane White".

Kathleen McFarlane White

Corporate Vice President and Compliance Officer



SITE STATISTICS
 SITE AREA: 6.3 ACRES
 PERIODIC GROUND: 162,000 SQ. FT.
 MOIST AREA: 1,248 SQ. FT.

KEY
 ← Entry Routes
 → Flow Direction

--- PROPERTY LINE

OPERATIONS PLAN 2012

SITEPLAN DWS

Milwaukie Operations Plan

MODIFIED BY DAN MCFARLANE

Entry Sign



METRO

MAIL THIS APPLICATION TO:

DATE RECEIVED BY METRO:

Metro Finance and Regulatory Services
Solid Waste Compliance and Cleanup
600 NE Grand Avenue
Portland, OR 97232-2736
(503) 797-1835

Solid Waste Application Supplemental Form Property Use Consent

1. Property Owner.	
Name:	Marjorie McFarlane Daniel McFarlane
Mailing Address:	13345 SE Johnson Road 1515 Windsor Drive
City/State/Zip:	Milwaukie, OR 97222 Gladstone, OR 97027
Phone Number:	971-409-0081 503-522-8009

2. Site Description.			
Tax Lot(s): 00202-0040-00402-008002-00803	Section: 05	Township: 25	Range: 2E
Address: 13345 SE Johnson Road, Milwaukie, OR 97222			

3. Describe the applicant's proposed use of this property.
Yard Debris Composting Facility - Bark dust processing and related products - Retail Sales

4. Describe the property interest held by the prospective Licensee or Franchisee (Applicant).
McFarlane's Bark, Inc. leases property from Marjorie and Dan McFarlane

5. Describe the duration of the interest.
Family Business began in 1932. At this location in 1971 and is planning on continuing for another 81 plus years.

6. Attach copy of agreement between Property Owner and Applicant.

APPLICANT CERTIFICATION: This form cannot be processed without a signature.

I certify under penalty of law that the information contained in this application is true and correct to the best of my knowledge. I agree to notify Metro within 10 days of any change in the information submitted as a part of this application.

SIGNATURE OF AUTHORIZED AGENT: _____

TITLE: Corporate Vice President and Compliance Officer

PRINT NAME: Kathleen McFarlane White

DATE: May 3, 2013 PHONE: 503-659-4240

PROPERTY OWNER(S): This form cannot be processed without a signature.

"I consent to the applicant's proposed use of this property as described on this form. I have also read and agree to be bound by the provisions of Section 5.01.180(e) of the Metro Code if the applicant is granted a franchise or license and that franchise or license is subsequently revoked or if renewal of that franchise or license is refused." Metro Code Section 5.01.180(e) states: "Upon revocation or refusal to renew the Franchise or License, all rights of the Franchisee or Licensee in the Franchise or License shall immediately be divested."

I certify under penalty of law that the information contained in this application is true and correct to the best of my knowledge. I agree to notify Metro within 10 days of any change in the information submitted as a part of this application.

SIGNATURE Marjorie A. McFarlane

PRINT NAME: Marjorie A. McFarlane

DATE 5/3/13 PHONE: 971-409-0081

SIGNATURE Dan McFarlane

PRINT NAME: Daniel F. McFarlane

DATE 5/3/13 PHONE: 503-522-8009

LEASE AGREEMENT

This Lease is entered into by and between Dan and Laurie McFarlane ½ owner and Marjorie McFarlane ½ owner, (Lessor") and McFarlane's Bark, Inc., ("Lessee"), as of the date of the last signature affixed hereto.

The parties agree to the following terms and conditions of the Lease:

1. **Leased Property:** The real property 13345 SE Johnson Rd Milwaukie Oregon 97222, located in Clackamas County, Oregon, Tax lots 202, 400, 402, 890, 891, totaling 6.03 acres (the "Property").

1. **Term:** The term of this Lease shall be two (2) years (the "Term") beginning on January 1, 2013 and expiring on December 31, 2014. There is no requirement that Lessee continuously use the Property for any of the permitted uses cited herein. Upon the expiration of this Lease, Lessee shall return possession of the Property to Lessor. This lease will automatically renew unless written notice is given by either party 30 days prior to the expiration date.

3. **Use:** Lessee shall be entitled to use the Property for all purposes associated with the operation of a bark retail wholesale and yard debris recycling yard, including without limitation, vehicle and machinery maintenance, loading and unloading, maintenance and improvement of Lessor owned existing shop and storage areas, dirt, rock, bark and yard debris composting, storage and processing, and road construction and maintenance.

This Agreement is intended to be a net lease, with all costs associated with the Property born exclusively by Lessee at no cost whatsoever to Lessor. Further Lessee accepts the Property "AS IS" without representation or warranty, and has fully inspected and examined said property (the parties acknowledged and agree that Lessee has been in exclusive possession of the Property during the preceding year under separate contract). All necessary elements for operation of the Property shall be provided exclusively by Lessee, including without limitation all labor, maintenance, water, electricity, rolling stock, etc.

Lessee shall at all times during the term of this Agreement, and so long as not otherwise in default, have exclusive control of the Property. Lessor shall have the right to conduct periodic inspections of Lessee's operations on the Property. Neither Lessee nor Lessor shall unreasonably interfere with the other use of their respective properties or operations.

4. **Rent:** The full rent and consideration for this Lease Agreement shall be \$6,726.00 per month due on the 1st day of each month. Payments shall be made in the amount of \$3,363.00 to each Lessor.

5. **Taxes:** Lessee shall pay all county property and personal property taxes associated with the Property.

6. **Maintenance:** During the Term Lessee shall be responsible to maintain the Property in its present condition, normal wear and tear excepted. Lessee shall be responsible for any damage to the Property caused by operations conducted by itself or its agents during the term of the Lease.

7. **Mutual Indemnity:** Lessee agrees to defend and hold Lessor harmless from any and all actions brought against either party for damages to persons or property relating to or caused by Lessee's use and operations of the Property.

Protection of Materials or Machinery. Lessee agrees that it shall be responsible for damage either they, their employees, agents or subcontractors cause to the Lessor's property. Any property damaged by Lessee shall be repaired at the Lessee's sole expense to the satisfaction of the Lessor and any property damaged beyond repair as determined shall be charged to the Lessee.

8. **Insurance:** At all times during the Term hereof, Lessee shall maintain the following insurance in amounts not less than those specified below:

- a. Workers' Compensation. The Lessee shall fully comply with all provisions of Oregon Workers' Compensation Laws and Regulations providing coverage to the Lessee's employees under the Law at all times, and shall furnish the Lessor with a certificate of coverage under said Law to the effect that such coverage is in effect, or that the Lessee is maintaining private insurance companies acceptable to the Lessor. The Lessee agrees to abide by any and all new requirements as determined by said Laws or Regulations.
- b. **Comprehensive General Liability:**
 1. Bodily injury liability in the amount of \$1,000,000 for any one occurrence, regardless of the number of persons involved with an annual aggregate of \$2,000,000.
 2. Property damage liability in the amount of \$1,000,000 per accident.
- c. **Equipment Damage:** Lessee agrees to insure all equipment located on the Property area where the operations are conducted or use by Lessee in performing his operations against all risks of loss. Such coverage shall extend to the benefit of the Lessor for the Lessor's protection against any claims for liability. Lessee hereby waives any claim, including subrogation claims against the Lessor, for physical damage, (including consequential damages) to any of his equipment, including, without limitation, any claims based on charges of negligence, products liability or warranty, and Lessee agrees to notify his subcontractors and obtain any necessary consent to this waiver.

The policies set forth in Section 8(b) and (c) above shall list Lessor as an additional named insured, certificates of which shall be provided to Lessor within (30) days of the mutual execution of this Agreement.

9. **Leins.** Lessee agrees to discharge at once all liens which may be filed in connection with said work and hold the Lessor harmless therefrom. Lessee agrees that the Lessor, in order to protect itself against any such liens, shall have the right to make settlement direct with lien holders, or subcontractors, material suppliers, or laborers or may make settlement by payment to Lessee and such persons together, and deduct the amounts of such settlements and payments from any sum or sums that may be due Lessee under this Agreement.
10. **Cleaning Up After Work.** Lessee shall maintain the property in its present condition, shall clean up any all waste or debris, and shall not transport across or locate on the Property any Hazardous Waste.
11. **Compliance with Laws.** Lessee agrees to comply and abide by all laws of the United States and State of Oregon, including without limitation State and Federal laws and regulations governing Hazardous Wastes, local county and city ordinances, or laws pertaining to Lessee's activities under this Agreement. Lessee agrees to indemnify and hold the Lessor harmless from any and all claims, demands or damages which may arise because of failure or neglect of Lessee to comply with such laws.
12. **Subletting and Assignment.** This agreement shall inure to and be binding upon the heirs, legal representatives and successors and assignees of the parties hereto, and that the Lessee agrees not to assign, transfer or otherwise dispose of this Agreement to any person or entity without the prior written consent of the Lessor, which may be withheld in Lessor's sole discretion.
13. **Arbitration of Disputes.** Any dispute or claim which arises out of or which relates to this Agreement, or to the interpretation or breach thereof, shall be resolved by binding arbitration in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc. and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The prevailing party in any such action shall be entitled to recover its attorney fees and costs.
14. **Confidentiality.** The Lessor and the Lessee mutually agree that neither shall at any time, either prior to or after the termination of this Agreement, without the other party's express written permission make use of, disclose, or allow to be disclosed to others any confidential information or trade secret(s) regarding either party's products, business, customers, processes, techniques, or operations learned by either party incident to the respective performance under this Agreement or otherwise.
15. **Notice.** Any notice given by either party under this Agreement shall be deemed to be served if the same be delivered to any person in charge of any office used by either party or deposited by one party in the post office prepaid, addressed to the other party at the last known place of business. Any notices served by Lessee or Lessor shall be mailed to:

Lessor's Address
Dan and Laurie McFarlane ½ owner
1515 Windsor Dr.
Gladstone, Or 97027

Lessor's Address
Marjorie McFarlane ½ owner
15908 SE Grant
Portland, Or. 97233

Lessee's Address
McFarlane's Bark, Inc.
13345 SE Johnson Rd.
Milwaukie, Or 97222

16. **Contents of Agreement; Complete Agreement.** Lessee and the Lessor agree that this Agreement supersedes any and all previous agreements or understandings, whether oral or written, concerning the work, operations or product described in this Agreement, that this Agreement represents the entire agreement between the parties and that there have been no promises or inducements not herein expressed.
17. **Default.** If Lessee fails to perform this Agreement as provided above Lessor shall have the right to immediately terminate this Agreement. Lessor shall have the right from time to time to waive defaults upon receiving assurances to its sole satisfaction that such breaches of this Agreement shall be cured. In no event does the Lessor's waiver of a given default prevent it from immediately terminating this Agreement for any subsequent default.

Dan and Laurie McFarlane ½ owner
1515 Windsor Dr.
Gladstone, Oregon 97027
Lessor

Dan McFarlane
Laurie A. McFarlane

Date: 5/3/13

McFarlane's Bark, Inc.
13345 SE Johnson Rd
Milwaukie, Oregon 97222
Lessee

Dan McFarlane

Title: President McFarlane's Bark Inc

Date: 5/3/13

Marjorie McFarlane
15908 S E Grant
Portland, Oregon 97233
Lessor

Marjorie McFarlane

Date: 5/3/13