

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE) RESOLUTION NO. 02-3249
EXECUTIVE OFFICER TO ISSUE A RENEWED)
METRO SOLID WASTE FACILITY LICENSE) Introduced by Mike Burton,
FOR YARD DEBRIS COMPOSTING TO) Executive Officer
GRIMM'S FUEL COMPANY, INC.)

WHEREAS, Grimm's Fuel Company, Inc., is currently operating under authority of a Metro Yard Debris Compost Facility License to perform yard debris composting; and,

WHEREAS, the Metro Yard Debris Compost Facility License granted to Grimm's Fuel Company, Inc., was for a five-year term and will expire on December 23, 2002; and,


WHEREAS, Grimm's Fuel Company, Inc., has filed an application for renewal of its Yard Debris Composting Facility License in conformance with the requirements of chapter 5.01 of the Metro Code; and,

WHEREAS, Metro staff has analyzed the application and recommended approval of the applicant's request to renew its Yard Debris Composting Facility License; and,

WHEREAS, the resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

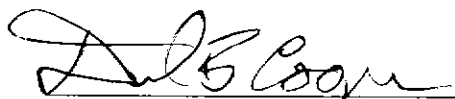
BE IT RESOLVED that the Metro Council shall authorize the Executive Officer to grant a renewed Solid Waste Facility License for yard debris composting to Grimm's Fuel Company, Inc., that shall be substantially similar to the license attached as Exhibit A.

ADOPTED by the Metro Council this 10th day of December, 2002.



Carl Hosticka, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

EXHIBIT A
Resolution No. 02-3249

**METRO SOLID WASTE FACILITY LICENSE
for Yard Debris Composting**

Number YD- 043-02

Issued to Grimm's Fuel Company, Inc.

Issued by

Metro

600 NE Grand Avenue

Portland, OR 97232

Telephone: (503) 797-1650

Issued in accordance with the provisions of Metro Code Chapter 5.01

LICENSEE: Grimm's Fuel Company, Inc. 1631 South Shore Blvd. Lake Oswego, OR 97034 Telephone: (503)636-3623 Fax: (503)	FACILITY NAME AND LOCATION: Grimm's Fuel Company, Inc. 18850 SW Cipole Road Tualatin, Oregon 97062
OPERATOR: Grimm's Fuel Company, Inc. 1631 South Shore Blvd. Lake Oswego, OR 97034 Telephone: (503)636-3623 Fax: (503)	PROPERTY OWNER: Rod Grimm 1631 South Shore Blvd. Lake Oswego, OR 97034 Telephone: (503)636-3623 Fax: (503)

This license is granted to the licensee named above and may not be transferred without the prior written approval of the Executive Officer. 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.

METRO

Signature

Mike Burton, Metro Executive Officer

Date

Signature of Licensee

Print name and title

Date



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1.0 ISSUANCE

- 1.1 Licensee** Grimm's Fuel Company, Inc.
18850 SW Cipole Road
Tualatin, Oregon 97062
- 1.2 Contact** Jeff Grimm, Vice President
- 1.3 License Number** Metro Solid Waste Facility License Number YD-043-02
- 1.4 Term of License** This license is issued for a term of five (5) years as authorized by Metro Code Chapter 5.01. The term commences from the date this license is signed by Metro.
- 1.5 Facility name and mailing address** Grimm's Fuel Company, Inc.
1631 South Shore Blvd.
Lake Oswego, OR 97034
- 1.6 Operator** Grimm's Fuel Company, Inc.
18850 SW Cipole Road
Tualatin, Oregon 97062
- 1.7 Facility legal description** Tax Lot numbers 1800 and 1900
Section 21, Township 25, Range 1 W
Washington County, State of Oregon
- 1.8 Property owner** Rod Grimm
18850 SW Cipole Road
Tualatin, Oregon 97062
- 1.9 Permission to operate** The property owner is the operator of the facility.

2.0 CONDITIONS AND DISCLAIMERS

- 2.1 Guarantees** The granting of 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** The granting of this license shall not in any way limit Metro from granting other solid waste licenses within the District.
- 2.3 Property rights** The granting of this license does not convey any property rights in either real or personal property, nor does it authorize any injury to private property or invasion of property rights.
- 2.4 No recourse** The licensee shall have no recourse whatsoever against the District 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 the license or any part thereof is determined to be invalid.
- 2.5 Release of liability** Metro, its elected officials, employees, or agents do not sustain 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** The conditions of this license are 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 Executive Officer.
- 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 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 any provision of this License is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this License shall not be affected.
- 2.11 License not a waiver** Nothing in this license shall be construed as relieving any owner, operator, or licensee from the obligation of obtaining all required permits, licenses, or other clearances and complying with all orders, laws, regulations, reports or other requirements of other regulatory agencies.



- 2.12 License not limiting** Nothing in this license is intended to limit the power of a federal, state, or local agency to enforce any provision of law relating to the solid waste facility that it is authorized or required to enforce or administer.
- 2.13 Definitions** Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.01.

3.0 AUTHORIZATIONS

- 3.1 Purpose** This section of the license describes the wastes that the licensee is authorized to accept at the facility, and the activities the licensee is authorized to perform at the facility.
- 3.2 General conditions on solid wastes** The licensee is authorized to accept at the facility only the solid wastes described in this section. The licensee is prohibited from knowingly receiving any solid waste not authorized in this section.
- 3.3 General conditions on activities** The licensee is authorized to perform at the facility only those activities that are described in this section. The licensee is authorized to operate and maintain a yard debris composting facility. In addition, the licensee is authorized to process hogged fuel from wood wastes.
- 3.4 Authorized materials** The licensee is authorized to accept source-separated yard debris, leaves from municipal collection programs, landscape waste, and incidental quantities of source-separated pre-consumer vegetative food waste, and other green wastes if specifically authorized by the Director of the Regional Environmental Management Department. The licensee is also authorized to accept clean wood wastes (e.g. untreated lumber and wood pallets). Treated and painted lumber may be accepted for processing into hogged fuel, not for compost feedstocks. No other wastes shall be accepted at the Facility unless specifically authorized in writing by Metro.

4.0 LIMITATIONS AND PROHIBITIONS

- 4.1 Purpose** This section of the license describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
- 4.2 Prohibited** The Licensee is prohibited from receiving, processing or disposing of



waste 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-green feedstocks, special wastes as defined in chapter 5.02 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; or any waste prohibited by the DEQ.

- 4.3 No disposal of recyclable materials** Source-separated recyclable materials, yard debris and organic materials accepted at the facility may not be disposed of by landfilling.
- 4.4 Limits not exclusive** Nothing in this section of the license shall 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.

5.0 OPERATING CONDITIONS

- 5.1 Purpose** This section of the license describes criteria and standards for the operation of the facility.
- 5.2 Qualified Operator** The licensee shall provide an operating staff qualified to carry out the functions required by this license and to otherwise ensure compliance with Metro Code Chapter 5.01.
- 5.3 Operating plan** The licensee shall establish and follow procedures for accepting, managing and processing loads of solid waste received at the facility. Such procedures must be in writing and in a location where facility personnel and the Executive Officer can readily reference them. The licensee may, from time to time, modify such procedures. The procedures shall include at least the following:
- a. Methods of inspecting incoming loads for the presence of prohibited or unauthorized waste.
 - b. Methods for managing and transporting for disposal at an authorized disposal site each of the prohibited or unauthorized wastes if they are discovered at the facility.
 - c. Objective criteria for accepting or rejecting loads.
 - d. Methods for measuring and keeping records of incoming waste.
 - e. A general description of any treatment the wastes will receive



prior to processing (e.g., chipping, shredding) and the maximum length of time required to process each day's receipt of waste into windrows or other piles.

- f. The specifications to which the windrows or other piles will be constructed (width, height, and length) and calculation of the capacity of the facility.
- g. An estimate of the length of time necessary to complete the composting process.
- h. Methods for monitoring and adjusting temperature, oxygen level and moisture level of the material during processing.

- 5.4 Capacity**

Storage and handling capacities shall not be exceeded. The facility shall have sufficient processing capacity to handle projected incoming volumes of materials. Facility design shall address specific capacity and storage issues, including:

 - a. Capacity for incoming wastes waiting to be processed.
 - b. Capacity for proper handling, storage, and removal of hazardous or other non-permitted wastes delivered to or generated by the facility.
 - c. Capacity for finished product storage.

- 5.5 Fire prevention**

The operator shall provide fire prevention, protection, and control measures, including but not limited to, temperature monitoring of windrows, adequate water supply for fire suppression, and the isolation of potential heat sources and/or flammables from the composting pad/processing area.

- 5.6 Adequate vehicle accommodation**

Vehicles containing landscape waste or yard debris feedstock/waste shall not park or queue on public streets or roads except under emergency conditions. Adequate off-street parking and queuing for vehicles shall be provided.

- 5.7 Managing authorized wastes**

All authorized solid wastes received at the facility must be either (a) processed, (b) appropriately stored, or (c) properly disposed of, within a timeframe that avoids creating nuisance conditions or safety hazards.

- 5.8 Storage**

Stored materials and solid wastes shall be suitably contained and removed at sufficient frequency to avoid creating nuisance conditions or safety hazards. Storage areas must be maintained in an



orderly manner and kept free of litter.

**5.9 Litter and
airborne debris**

The licensee shall operate the facility in a manner that is not conducive to the generation of litter and airborne debris. The licensee shall:

- 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.
- b. Construct, 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. Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris.

5.10 Odor

The licensee shall operate the facility in a manner that is not conducive to the generation of odors. The licensee shall 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 6.0). Such procedures must be in writing and in a location where facility personnel and Metro inspectors can readily reference them. The licensee may modify such procedures from time to time.

5.11 Vectors

The licensee shall operate the facility in a manner that is not conducive to infestation of rodents, insects, or other animals capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.

5.12 Noise

The licensee shall operate the facility in a manner that controls the creation of excessive noise to the extent necessary to meet applicable regulatory standards and land-use regulations.

5.13 Water quality

The licensee shall operate and maintain the facility to prevent contact of solid wastes with stormwater runoff and precipitation. Methods must be consistent with the controlling agency (local jurisdiction and DEQ).

5.14 Public Access

Public access to the facility shall be controlled as necessary to prevent unauthorized entry and dumping.

5.15 Signage

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, legible, 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. Fees and charges;
- f. Metro's name and telephone number 797-1650; and
- g. A list of authorized and prohibited wastes.

5.16 Complaints The licensee shall respond to all written complaints of nuisances (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors). If licensee receives a complaint, licensee shall:

- a. Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of unsuccessful attempts; and
- b. Log all such complaints by name, date, time and nature of complaint. Each log entry shall be retained for one year and shall be available for inspection by Metro.

5.17 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.

6.0 ODOR MINIMIZATION PLAN

6.1 Purpose This section describes the minimum requirements that must be contained in an odor minimization plan.

6.2 Plan requirements The operator shall have an odor minimization plan. The plan must include methods to minimize, manage and monitor all odors, including odors produced by grass clippings. The plan must include:

- a. A management plan that describes the methods that will be used to minimize, manage, and monitor all odors of any derivation including malodorous loads received at the facility;
- 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;
- c. Additional odor-minimizing measures, which may include the following:
 - (1) Avoidance of anaerobic conditions in the composting material;
 - (2) Use of mixing for favorable composting conditions;
 - (3) Formation of windrow or other piles into a size and shape favorable to minimizing odors;
 - (4) Use of end-product compost as cover to act as a filter during early stages of composting; and
 - (5) Clean the areas and equipment that come into contact with solid waste on a regular basis.
 - d. Specification of a readily-available supply of bulking agents, additives or odor control agents.
 - e. Procedures for avoiding delay in processing and managing landscape waste and yard debris during all weather conditions.
 - f. Methods for taking into consideration the following factors prior to turning or moving composted material:
 - (1) Time of day;
 - (2) Wind direction;
 - (3) Percent moisture;
 - (4) Estimated odor potential; and
 - (5) Degree of maturity.

6.3 Grass clippings Grass clippings must be processed in a timely manner to avoid odors.

7.0 RECORD KEEPING AND REPORTING

- 7.1 Purpose** This section of the license describes the record keeping and reporting requirements. The Licensee shall effectively monitor facility operation and maintain accurate records of the information described in this section.
- 7.2 Feedstocks received** Estimated amount of feedstock received and quantity of product produced at the facility. Records shall be reported to Metro no later than thirty (30) days following the end of each quarter. The report shall be signed and certified as accurate by an authorized



representative of licensee.

7.3 Special occurrences Records of any special occurrences encountered during operation and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.

7.4 Nuisance complaints For every nuisance complaint (e.g. odor, noise, 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.

Records of such information shall be made available to Metro and local governments upon request.

7.5 Regulatory information submittals The licensee shall submit to Metro duplicate copies of regulatory information submitted to the DEQ and local jurisdictions pertaining to the facility, at the same time as submittal to DEQ and/or a local jurisdiction.

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 a \$300 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.

8.3 Fines 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. Metro reserves the right to change fines at any time by action of the Metro Council.

8.4 Rates not regulated The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.



9.0 INSURANCE REQUIREMENTS

- 9.1 Purpose** 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 General liability** 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 Automobile** The licensee shall carry automobile bodily injury and property damage liability insurance.
- 9.4 Coverage** 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 Additional insureds** Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS.
- 9.6 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 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 Notification** The licensee shall give at least 30 days prior written notice to the Executive Officer of any lapse or proposed cancellation of insurance coverage.

10.0 ENFORCEMENT

- 10.1 Generally** Enforcement of this license shall be as specified in Metro Code.
- 10.2 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.

- 10.3 No Enforcement Limitations** 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.

11.0 MODIFICATIONS

- 11.1 Modification** At any time during the term of the license, either the Executive Officer or the licensee may propose amendments or modifications to this license.
- 11.2 Modification, suspension or revocation by Metro** The Executive Officer 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.
 - h. Compliance history of the licensee.



12.0 GENERAL OBLIGATIONS

- 12.1 Compliance with the law** 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.
- 12.2 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.
- 12.3 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.
- 12.4 Right of inspection and audit** Authorized representatives of Metro may take soil and water samples and perform such inspection or audit as the Regional Environmental Management Director deems appropriate and shall be permitted access to the premises of the facility during normal working hours upon giving reasonable advance notice (not less than 24 hours). Subject to the confidentiality provisions of this license, Metro's right to inspect shall include the right to review, at an office of licensee located in the Portland metropolitan area, all information from which all required reports are derived including all books, records, maps, plans, income tax returns, financial statements, contracts, and other like materials of licensee that are directly related to the operation of the Facility.
- 12.5 Confidential information** Licensee may identify any information submitted to or reviewed by Metro under this Section 12.0 as confidential. Licensee shall



prominently mark any information which 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, any 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 be responsible for 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. Nothing in this Paragraph 12.5 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.

**12.6 Compliance
by agents**

The licensee shall be responsible for ensuring that its agents and contractors operate in compliance with this license.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 02-3249, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO ISSUE A RENEWED METRO SOLID WASTE FACILITY LICENSE FOR YARD DEBRIS COMPOSTING TO GRIMM'S FUEL COMPANY, INC.

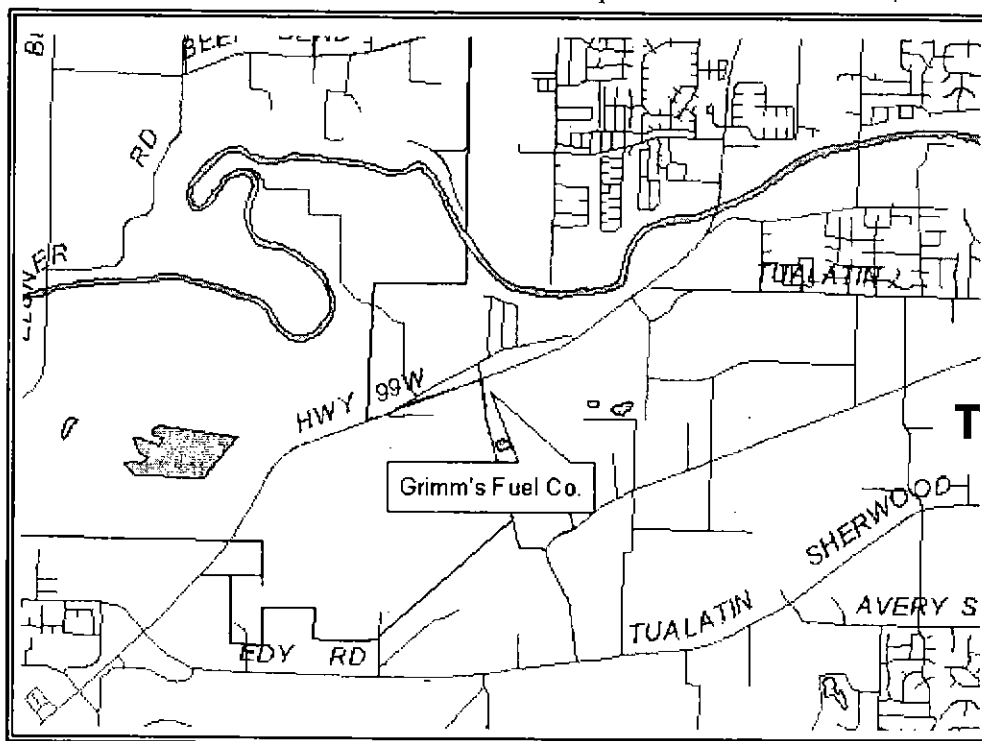
October 30, 2002

Presented by: Terry Petersen

BACKGROUND

Grimm's Fuel Company, Inc. has been operating under authority of a Metro Compost Facility License since December 23, 1997. The term of the License will expire on December 23, 2002. Approval of Resolution No, 02-3249 will renew the Metro Solid Waste Facility License for yard debris composting with Grimm's Fuel Company, Inc. for an additional five-year term.

Site Location Map



Grimm's Fuel Company, Inc. is located at 18850 SW Cipole Road in Tualatin, Oregon (Metro Council District 3). The 11-acre site is used for yard debris composting, as well as wood waste and land-clearing debris recycling operations. The facility accepts loads of yard debris and wood wastes from commercial and residential sources and is open to the public. The facility accepts for processing approximately 31,000 tons of yard debris feedstock per year.

Site photographs of yard debris composting activities at Grimm's Fuel Company



Grimm's Fuel Company, Inc. has an excellent operational record with Metro, and provides important yard debris recycling services and products to citizens and businesses in the Metro region.

ANALYSIS / INFORMATION

1. Known Opposition

None.

2. Legal Antecedents

Section 5.01.045 of the Code stipulates that a Solid Waste License is required of any person owning or controlling a facility that processes or reloads yard debris.

Grimm's Fuel Company, Inc. performs yard debris composting operations as its primary activity and is therefore required to have a Metro Solid Waste Facility License for yard debris composting.

Section 5.01.060 of the Metro Code stipulates that:

- (a) Applications for a Certificate, Franchise or License or for renewal of an existing Certificate, Franchise or License shall be filed on forms or in the format provided by the Executive Officer.*

Grimm's Fuel Company, Inc. submitted a License Renewal Application in a format provided by the Executive Officer.

Metro Code Section 5.01.087(a) provides:

Solid Waste Facility Licenses shall be renewed unless the Executive Officer determines that the proposed renewal is not in the public interest, provided that the Licensee files a completed application for renewal accompanied by a payment of an application fee of \$300 not less than 60 days prior to the expiration of the License term, together with a statement of proposed material changes from its initial application for the License and any other information

required by the Executive Officer. The Executive Officer may attach conditions or limitations to any renewed License.

Grimm's Fuel Company, Inc. filed an application for renewal accompanied by payment of an application fee of \$300 in conformance with the provisions of Metro Code section 5.01.087.

The License Renewal Application submitted by Grimm's Fuel Company, Inc., included a description of its composting operation and the feedstocks it accepts. Further, Grimm's operation remains largely unchanged since 1997, the wastes accepted and processing methods conducted at the facility have not substantially changed.

In addition, the applicant provided copies of updated and renewed permits as follows: 1) a renewed Conditional Use Permit (City of Tualatin), 2) a renewed NPDES - Storm Water Discharge Permit (General Permit 1200-Z-DEQ), and 3) an updated Stormwater Pollution Control Plan.

The Executive Officer has reviewed Grimm's renewal application and determines that it is in the public interest and that a renewed Solid Waste Facility License for yard debris composting be granted to Grimm's Fuel Company, Inc. to replace the existing License which will expire on December 23, 2002. The proposed renewed License will be effective for a five-year term.

3. Anticipated Effects

The effect of Resolution No. 02-3249 will be to renew a Metro Solid Waste Facility License for yard debris composting with Grimm's Fuel Company, Inc. This will allow Grimm's Fuel Company to continue to accept yard debris for recycling and operate as a yard debris composting facility.

4. Budget Impacts

None.

RECOMMENDED ACTION

Grimm's Fuel Company, Inc., is an existing facility that has been operating under Metro authority since December 1997. Grimm's Fuel Company, Inc. has an excellent operational record with Metro, and provides important yard debris recycling services and products to citizens and businesses in the Metro region. The Executive Officer finds that a license renewal is in the public interest and therefore recommends approval of Resolution No. 02-3249, to grant a renewed Metro Yard Debris Composting Facility License to Grimm's Fuel Company, Inc., subject to the terms and conditions incorporated into the license document attached as "Exhibit A" to Resolution No. 02-3249.