

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING)	RESOLUTION NO. 03-3339A
THE CHIEF OPERATING OFFICER TO)	
ISSUE A METRO SOLID WASTE)	Introduced by: Michael Jordan, Chief
FACILITY LICENSE TO ALOHA)	Operating Officer, with the concurrence of
GARBAGE COMPANY)	David Bragdon, Council President

WHEREAS, Aloha Garbage Company is a franchised solid waste hauling company in Washington County; and,

WHEREAS, Aloha Garbage Company wishes to engage in material recovery from non-putrescible waste and to engage in yard debris processing and reloading; and,

WHEREAS, Metro Code section 5.01.045 requires a facility engaging in material recovery from non-putrescible waste to obtain a Metro Solid Waste Facility License; and,

WHEREAS, Metro Code section 5.01.045 also requires a facility engaging in yard debris processing and reloading to obtain a Metro Solid Waste Facility License; and,

WHEREAS, Aloha Garbage Company has applied for a Metro Solid Waste Facility License under the provisions of Metro Code Chapter 5.01; and,

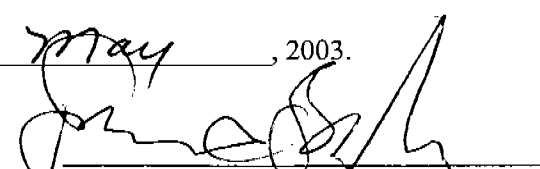
WHEREAS, the Metro Code requires the Chief Operating Officer to make recommendations as to whether the application meets the requirements of section 5.01.060 and whether the Council should grant or deny the application; and,

WHEREAS, Metro staff has analyzed the application and recommended approval of the applicant's request for a Solid Waste Facility License; and,

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

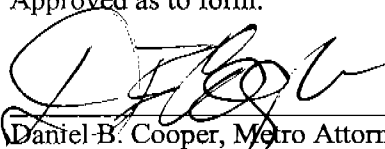
BE IT RESOLVED that the Metro Council grants the Solid Waste Facility License application of Aloha Garbage Company and authorizes the Chief Operating Officer to issue a license substantially similar to the license attached as Exhibit A.

ADOPTED by the Metro Council this 29th day of May, 2003.

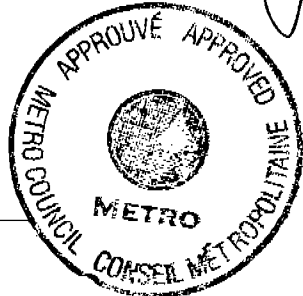


 David Bragdon, Council President

Approved as to form:



 Daniel B. Cooper, Metro Attorney



600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1650 | FAX 503 797 1795



METRO

METRO SOLID WASTE FACILITY LICENSE **Number L-106-03**

Issued in accordance with the provisions of Metro Code Chapter 5.01.

LICENSEE: Aloha Garbage Company P.O. Box 6329 Aloha, OR 97006 Steve Larrance (503) 649-6727 Fax: (503) 642-4965	FACILITY NAME AND LOCATION: Aloha Garbage Company 20525 S.W. Blanton Street Aloha, OR 97007 Phone: (503) 649-6727 Fax: (503) 642-4965
COMPANY OWNER Gary and Delores Miller P.O. Box 6329 Aloha, OR 97006 Phone: (503) 649-6727 Fax: (503) 642-4965	PROPERTY OWNER Gary and Delores Miller P.O. Box 6329 Aloha, OR 97006 Phone: (503) 649-6727 Fax: (503) 642-4965

This license is granted to the Licensee named above and may not be transferred without the prior written approval of the Chief Operating Officer. Subject to the conditions stated in this license document, the Licensee is authorized to operate and maintain a non-putrescible dry waste processing and material recovery and yard debris reload facility, and to accept the solid wastes and perform the activities authorized herein.

METRO

**Licensee's Acceptance &
Acknowledgement of Receipt:**

Signature

Signature of Licensee

Michael Jordan, Metro Chief Operating Officer

Print name and title

Date

Date



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1.0 ISSUANCE

- 1.1 Licensee** Aloha Garbage Company
P.O. Box 6329
Aloha, OR 97006
- 1.2 Contact** Steve Larrance (503) 649-6727; Fax: (503) 642-4965;
Registered agent: Mike Gleeson, 12450 SW 1st, Beaverton, OR
97007.
- 1.3 License Number** When referring to this license, please cite:
Metro Solid Waste Facility License Number L-106-03.
- 1.4 Term of License** This license shall remain in force for a term of five (5) years unless modified, suspended, or revoked under the provisions of Section 11.2 of this license. The term commences on the date this license is signed by Metro.
- 1.5 Facility name and mailing address** Aloha Garbage Company
20525 S.W. Blanton Street
Aloha, OR 97007
- 1.6 Operator** Gary Miller Phone: (503) 649-6727; Fax: (503) 642-4965
- 1.7 Facility legal description** Tax lot: 102, 104, 107, 108
Section 11, Township 1 South, Range 2 West
- 1.8 Property owner** Gary and Delores Miller Phone: (503) 649-6727; Fax: (503) 642-4965
- 1.9 Permission to operate** The facility property owners are the same as the owners of the Licensee.

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 wastes or other materials 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 Metro, 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 Chief Operating 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 terms are as defined in Metro Code Chapter 5.01. The Metro Code definition of "solid waste" includes source separated yard debris, landscape wastes, and clean wood wastes. In the event that the Metro Code is amended, the latest amended version shall apply to this license.



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 waste-related activities the Licensee is authorized to perform at the facility. This license is not intended to regulate non-waste-related activities such as the management of bark chips and other finished products.
- 3.2 General conditions on acceptable materials** The Licensee is authorized to accept at the facility only the solid wastes described in Section 3.0. The Chief Operating Officer may authorize the Licensee to accept solid wastes not otherwise described in Section 3.0, but any such authorization must specifically describe the additional type of acceptable solid waste and must be in writing. 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 waste-related activities that are described in Section 3.0.
- 3.4 Acceptance of yard debris for grinding and reload** The Licensee is authorized to accept yard debris and landscape waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. Yard debris and landscape waste may be accepted for grinding and reload only from customers within its franchised collection area as defined by the Washington County. All yard debris and landscape waste must be removed from the site within 24 hours after it has been received.
- 3.5 Acceptance of Non-putrescible dry waste for material recovery** The Licensee is authorized to accept non-putrescible “dry” wastes such as paper products, wood, metal, cloth, rubber, and construction and demolition debris, for the purpose of material recovery. Non-putrescible dry waste may be accepted for material recovery only from customers within its franchised collection area as defined by Washington County. All non-putrescible dry waste must be removed from the site within 24 hours after it has been received.

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 waste-related activities performed at the facility.



- 4.2 Prohibited waste** The Licensee shall be prohibited from knowingly accepting or retaining material amounts of any wastes other than non-putrescible “dry” waste for the purpose of material recovery and yard and landscape waste for the purpose of grinding and reloading, as described in Section 3.0 of this license.
- 4.3 Composting prohibited** The Licensee shall not keep yard debris on site long enough for more than negligible biological decomposition to occur.
- 4.4 No disposal of recyclable materials** Source-separated recyclable materials accepted at the facility may not be disposed of by landfilling or incineration.
- 4.5 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 Personnel** 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. Facility personnel shall be familiar with the provisions of this license and the procedures contained within the facility’s operating plan (see Section 6.0).
- 5.3 Fire prevention** 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.
- 5.4 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.
- 5.5 Managing prohibited wastes** The Licensee shall make reasonable efforts to identify prohibited and unauthorized wastes. Upon discovery, all prohibited or unauthorized wastes shall be removed or managed in accordance with the facility operating plan and DEQ procedures.
- 5.6 Storage** Stored materials shall be 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. Yard debris and non-putrescible “dry” waste may not be stored for more than 24 hours before being removed from the facility.

5.7 Litter and airborne debris

The Licensee shall operate the facility in a manner that prevents the generation of litter and airborne debris. The Licensee shall:

- a. Take reasonable steps to notify and remind persons delivering yard debris and wood wastes 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 yard debris and wood wastes from the facility to prevent leaking, spilling or blowing of such material on-site or while in transit;
- c. Conduct grinding operations in such a manner as to prevent dust and debris from blowing off-site; and
- d. Keep all areas within the site and all vehicle access roads within $\frac{1}{4}$ mile of the site free of litter and debris generated directly or indirectly as a result of the facility’s operations.

5.8 Vector prevention

The Licensee shall operate the facility in a manner that prevents infestations of rodents, insects, or other animals capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.

5.9 Noise minimization

The Licensee shall conduct Metro-authorized activities at the facility in a manner that prevents the creation of excessive noise to the extent necessary to meet applicable regulatory standards and land-use regulations.

5.10 Odor prevention

The Licensee shall operate the facility in a manner that prevents the generation of odors. The Licensee shall establish and follow procedures for preventing odors at the facility. Specific measures an operator shall take to prevent odors include but are not limited to adherence to the contents of a required operating plan (see Section 6.0).

5.11 Water quality

The Licensee shall operate and maintain the facility to prevent contact of yard debris and non-putrescible “dry” waste with stormwater runoff. Methods must be consistent with all applicable local, state, and federal laws and regulations.

5.12 Public Access

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

5.13 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 (503) 797-1650; and
- g. A list of authorized and prohibited wastes.

5.14 Complaints

The Licensee shall respond to all written complaints of nuisances (including, but not limited to, blowing debris, fugitive dust, odors, noise, 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 its attempts (whether successful or unsuccessful); and
- b. Log all such as provided on Section 8.4 of the license. Each log entry shall be retained for one year and shall be available for inspection by Metro.

5.15 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 OPERATING PLAN

6.1 Purpose

This section lists the procedures that must be included in the required facility operating plan. The operating plan may be amended from time to time subject to approval by the Director of the Metro Solid Waste & Recycling Department.

6.2 Access to operating plan

The Licensee shall maintain a copy of the operating plan on the facility’s premises and in a location where facility personnel and Metro representatives have ready access to it.

6.3 Procedures for inspecting loads

The operating plan shall establish:

- a. Procedures for inspecting incoming loads for the presence of prohibited wastes; and
- b. A set of objective criteria for accepting and rejecting loads, including asbestos testing protocol.

6.4 Procedures for

The operating plan shall establish procedures for:



- processing loads**
- a. Processing authorized solid wastes,
 - b. Storing authorized solid wastes; and
 - c. Minimizing storage times, avoiding delay in processing and managing yard debris and landscape waste during all weather conditions.
- 6.5 Procedures for managing prohibited wastes** The operating plan shall establish procedures for managing and transporting to appropriate facilities any prohibited wastes discovered at the facility. The plan shall include procedures for managing:
- a. Hazardous wastes;
 - b. Decomposing yard debris that is generating malodors;
 - c. Special wastes; and
 - d. Other prohibited solid wastes.
- 6.6 Procedures for odor prevention** The operating plan shall establish procedures for preventing all odors, including odors produced by grass clippings. The plan must include:
- a. A management plan that will be used to monitor and manage all odors of any derivation including malodorous loads delivered to the facility; and
 - 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.
- 6.7 Procedures for noise minimization** The operating plan shall establish procedures for minimizing the volume and duration of noise produced in the course of Metro-authorized activities.
- 6.8 Procedures for emergencies** The operating plan shall establish procedures to be followed in case of fire or other emergency.
- 6.9 Closure Protocol** The operator shall establish protocol for closure and restoration of the site in the event of a long-term cessation of operations.

7.0 FEES AND RATE SETTING

- 7.1 Purpose** This section of the license specifies fees payable by the Licensee, and describes rate regulation by Metro.
- 7.2 Annual fee** The Licensee shall pay an annual license fee, as established in Metro Code. Metro reserves the right to change the license fee at any time by action of the Metro Council.



- 7.3 **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.
- 7.4 **Rates not regulated** The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.

8.0 RECORD KEEPING AND REPORTING

- 8.1 **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.
- 8.2 **Reporting requirements of material received** The Licensee shall keep and maintain accurate records of the amount of materials authorized to receive under Section 3 of this license. Such records shall include the amount of such materials received, the amount of outgoing materials, the ultimate disposition of all outgoing materials (whether recovered or disposed), and the amount of such materials that remain on-site at any given time. This information shall be reported to Metro on a monthly basis. Each monthly report shall be provided by the 15th day of the following month. The report shall be signed and certified as accurate by an authorized representative of Licensee.
- 8.3 **Unusual occurrences** 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. Licensee shall report any facility fires, accidents, emergencies, and other significant incidents to Metro at (503) 797-1650 within two hours of the discovery of their occurrence.
- 8.4 **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 (whether successful or unsuccessful).

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 two years.

- 8.5 Changes in ownership** The Licensee must, in accordance with Metro Code Section 5.01.090, submit a new license application to Metro if the Licensee proposes to transfer control or ownership of (1) the license, (2) the facility property, or (3) the name and address of the operator.

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 and 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 provided 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 Director of the Metro Solid Waste & Recycling Department 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 and in this Section 10.0 of this license.
- 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 AND TERMINATION

- 11.1 Modification** At any time during the term of the license, either the Chief Operating Officer or the Licensee may propose amendments or modifications to this license. The Chief Operating Officer 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. No amendment or modification pursuant to this section shall be effective unless it is in writing and executed by the Chief Operating Officer.
- 11.2 Modification, suspension or revocation by Metro** The Chief Operating 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. A significant change in the character of the material received or in the operation of the facility;



- f. Any change in ownership or control, excluding transfers among subsidiaries of the Licensee or Licensee's parent corporation;
- g. A request from the local government stemming from impacts resulting from facility operations; and
- h. Compliance history of the Licensee.



- 11.3 Council Review of Additional Solid Waste** Prior to authorizing the acceptance of additional types or quantities of solid waste in accordance with Section 3.2 of this license, the Chief Operating Officer shall inform the Council President and all members of the Council in writing of the proposed authorization. The Council may determine whether the proposed authorization requires Council review within 10 days of receipt of the notice from the Chief Operating Officer. If the Council determines that the proposed authorization requires Council review, the Council President will notify the Chief Operating Officer of the Council's decision to review the proposed authorization and execution by the Chief Operating Officer shall be subject to Council authorization. If the Council determines that the proposed authorization does not require Council review or does not respond within 10 days to the notice from the Chief Operating Officer, the Chief Operating Officer may execute the proposed authorization.
- 11.4 Termination** If the Licensee's Washington County Sanitary Service Certificate is ever terminated then this license is automatically terminated as well.

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. Such applicable laws, rules, regulations, ordinances, orders and permits include, without limitation, all laws, rules, regulations, ordinances, orders and permits adopted or made applicable during the term of this license. 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 processed materials transferred from the facility goes to the appropriate recovery uses, 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 Chief Operating Officer 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 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 of 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 pay any costs incurred by Metro as a result of Metro's efforts to remove or redact, at the specific request of the Licensee, any confidential information from documents that Metro produces in response to a public records request. Nothing in this Section 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.



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BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 03-3339
THE CHIEF OPERATING OFFICER TO)
ISSUE A METRO SOLID WASTE) Introduced by: Michael Jordan, Chief
FACILITY LICENSE TO ALOHA) Operating Officer, with the concurrence of
GARBAGE COMPANY) David Bragdon, Council President

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ADOPTED by the Metro Council this _____ day of _____, 2003.

David Bragdon, Council President

Approved as to form:

Daniel B. Cooper, Metro Attorney

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
 TEL 503 797 1650 | FAX 503 797 1795



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METRO SOLID WASTE FACILITY LICENSE
Number L-106-03

Issued in accordance with the provisions of Metro Code Chapter 5.01.

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<p>COMPANY OWNER</p> <p>Gary and Delores Miller P.O. Box 6329 Aloha, OR 97006 Phone: (503) 649-6727 Fax: (503) 642-4965</p>	<p>PROPERTY OWNER</p> <p>Gary and Delores Miller P.O. Box 6329 Aloha, OR 97006 Phone: (503) 649-6727 Fax: (503) 642-4965</p>

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Licensee's Acceptance & Acknowledgement of Receipt:

 Signature

 Michael Jordan, Metro Chief Operating Officer

 Date

 Signature of Licensee

 Print name and title

 Date



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1.0 ISSUANCE

- 1.1 Licensee** Aloha Garbage Company
P.O. Box 6329
Aloha, OR 97006
- 1.2 Contact** Steve Larrance (503) 649-6727; Fax: (503) 642-4965;
Registered agent: Mike Gleeson, 12450 SW 1st, Beaverton, OR
97007.
- 1.3 License Number** When referring to this license, please cite:
Metro Solid Waste Facility License Number L-106-03.
- 1.4 Term of License** This license shall remain in force for a term of five (5) years unless
modified, suspended, or revoked under the provisions of Section 11.2
of this license. The term commences on the date this license is signed
by Metro.
- 1.5 Facility name and mailing address** Aloha Garbage Company
20525 S.W. Blanton Street
Aloha, OR 97007
- 1.6 Operator** Gary Miller Phone: (503) 649-6727; Fax: (503) 642-4965
- 1.7 Facility legal description** Tax lot: 102, 104, 107, 108

Section 11, Township 1 South, Range 2 West
- 1.8 Property owner** Gary and Delores Miller Phone: (503) 649-6727; Fax: (503) 642-4965
- 1.9 Permission to operate** The facility property owners are the same as the owners of the
Licensee.

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 wastes or other materials
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 Metro, 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 Chief Operating 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 terms are as defined in Metro Code Chapter 5.01. The Metro Code definition of "solid waste" includes source separated yard debris, landscape wastes, and clean wood wastes. In the event that the Metro Code is amended, the latest amended version shall apply to this license.



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 waste-related activities the Licensee is authorized to perform at the facility. This license is not intended to regulate non-waste-related activities such as the management of bark chips and other finished products.
- 3.2 **General conditions on acceptable materials** The Licensee is authorized to accept at the facility only the solid wastes described in Section 3.0. The Chief Operating Officer may authorize the Licensee to accept solid wastes not otherwise described in Section 3.0, but any such authorization must specifically describe the additional type of acceptable solid waste and must be in writing. 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 waste-related activities that are described in Section 3.0.
- 3.4 **Acceptance of yard debris for grinding and reload** The Licensee is authorized to accept yard debris and landscape waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. Yard debris and landscape waste may be accepted for grinding and reload only from customers within its franchised collection area as defined by the Washington County. All yard debris and landscape waste must be removed from the site within 24 hours after it has been received.
- 3.5 **Acceptance of Non-putrescible dry waste for material recovery** The Licensee is authorized to accept non-putrescible "dry" wastes such as paper products, wood, metal, cloth, rubber, and construction and demolition debris, for the purpose of material recovery. Non-putrescible dry waste may be accepted for material recovery only from customers within its franchised collection area as defined by Washington County. All non-putrescible dry waste must be removed from the site within 24 hours after it has been received.

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 waste-related activities performed at the facility.
- 4.2 **Prohibited waste** The Licensee shall be prohibited from knowingly accepting or retaining material amounts of any wastes other than non-putrescible



“dry” waste for the purpose of material recovery and yard and landscape waste for the purpose of grinding and reloading, as described in Section 3.0 of this license.

- 4.3 Composting prohibited** The Licensee shall not keep yard debris on site long enough for more than negligible biological decomposition to occur.
- 4.4 No disposal of recyclable materials** Source-separated recyclable materials accepted at the facility may not be disposed of by landfilling or incineration.
- 4.5 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 Personnel** 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. Facility personnel shall be familiar with the provisions of this license and the procedures contained within the facility’s operating plan (see Section 6.0).
- 5.3 Fire prevention** 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.
- 5.4 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.
- 5.5 Managing prohibited wastes** The Licensee shall make reasonable efforts to identify prohibited and unauthorized wastes. Upon discovery, all prohibited or unauthorized wastes shall be removed or managed in accordance with the facility operating plan and DEQ procedures.
- 5.6 Storage** Stored materials shall be 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. Yard debris and non-putrescible “dry” waste may not be stored for more than 24 hours before being removed from the facility.



- 5.7 Litter and airborne debris** The Licensee shall operate the facility in a manner that prevents the generation of litter and airborne debris. The Licensee shall:
- a. Take reasonable steps to notify and remind persons delivering yard debris and wood wastes 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 yard debris and wood wastes from the facility to prevent leaking, spilling or blowing of such material on-site or while in transit;
 - c. Conduct grinding operations in such a manner as to prevent dust and debris from blowing off-site; and
 - d. Keep all areas within the site and all vehicle access roads within $\frac{1}{4}$ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operations.
- 5.8 Vector prevention** The Licensee shall operate the facility in a manner that prevents infestations of rodents, insects, or other animals capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.
- 5.9 Noise minimization** The Licensee shall conduct Metro-authorized activities at the facility in a manner that prevents the creation of excessive noise to the extent necessary to meet applicable regulatory standards and land-use regulations.
- 5.10 Odor prevention** The Licensee shall operate the facility in a manner that prevents the generation of odors. The Licensee shall establish and follow procedures for preventing odors at the facility. Specific measures an operator shall take to prevent odors include but are not limited to adherence to the contents of a required operating plan (see Section 6.0).
- 5.11 Water quality** The Licensee shall operate and maintain the facility to prevent contact of yard debris and non-putrescible "dry" waste with stormwater runoff. Methods must be consistent with all applicable local, state, and federal laws and regulations.
- 5.12 Public Access** Public access to the facility shall be controlled as necessary to prevent unauthorized entry and dumping.
- 5.13 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 (503) 797-1650; and
- g. A list of authorized and prohibited wastes.

5.14 Complaints

The Licensee shall respond to all written complaints of nuisances (including, but not limited to, blowing debris, fugitive dust, odors, noise, 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 its attempts (whether successful or unsuccessful); and
- b. Log all such as provided on Section 8.4 of the license. Each log entry shall be retained for one year and shall be available for inspection by Metro.

5.15 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 OPERATING PLAN

6.1 Purpose

This section lists the procedures that must be included in the required facility operating plan. The operating plan may be amended from time to time subject to approval by the Director of the Metro Solid Waste & Recycling Department.

6.2 Access to operating plan

The Licensee shall maintain a copy of the operating plan on the facility's premises and in a location where facility personnel and Metro representatives have ready access to it.

6.3 Procedures for inspecting loads

The operating plan shall establish:

- a. Procedures for inspecting incoming loads for the presence of prohibited wastes; and
- b. A set of objective criteria for accepting and rejecting loads, including asbestos testing protocol.

6.4 Procedures for processing loads

The operating plan shall establish procedures for:

- a. Processing authorized solid wastes,
- b. Storing authorized solid wastes; and
- c. Minimizing storage times, avoiding delay in processing and managing yard debris and landscape waste during all weather conditions.



- 6.5 **Procedures for managing prohibited wastes** The operating plan shall establish procedures for managing and transporting to appropriate facilities any prohibited wastes discovered at the facility. The plan shall include procedures for managing:
- a. Hazardous wastes;
 - b. Decomposing yard debris that is generating malodors;
 - c. Special wastes; and
 - d. Other prohibited solid wastes.
- 6.6 **Procedures for odor prevention** The operating plan shall establish procedures for preventing all odors, including odors produced by grass clippings. The plan must include:
- a. A management plan that will be used to monitor and manage all odors of any derivation including malodorous loads delivered to the facility; and
 - 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.
- 6.7 **Procedures for noise minimization** The operating plan shall establish procedures for minimizing the volume and duration of noise produced in the course of Metro-authorized activities.
- 6.8 **Procedures for emergencies** The operating plan shall establish procedures to be followed in case of fire or other emergency.
- 6.9 **Closure Protocol** The operator shall establish protocol for closure and restoration of the site in the event of a long-term cessation of operations.

7.0 FEES AND RATE SETTING

- 7.1 **Purpose** This section of the license specifies fees payable by the Licensee, and describes rate regulation by Metro.
- 7.2 **Annual fee** The Licensee shall pay an annual license fee, as established in Metro Code. Metro reserves the right to change the license fee at any time by action of the Metro Council.
- 7.3 **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.
- 7.4 **Rates not regulated** The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.



8.0 RECORD KEEPING AND REPORTING

- 8.1 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.
- 8.2 Reporting requirements of material received** The Licensee shall keep and maintain accurate records of the amount of materials authorized to receive under Section 3 of this license. Such records shall include the amount of such materials received, the amount of outgoing materials, the ultimate disposition of all outgoing materials (whether recovered or disposed), and the amount of such materials that remain on-site at any given time. This information shall be reported to Metro on a monthly basis. Each monthly report shall be provided by the 15th day of the following month. The report shall be signed and certified as accurate by an authorized representative of Licensee.
- 8.3 Unusual occurrences** 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. Licensee shall report any facility fires, accidents, emergencies, and other significant incidents to Metro at (503) 797-1650 within two hours of the discovery of their occurrence.
- 8.4 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 (whether successful or unsuccessful).
- 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 two years.
- 8.5 Changes in ownership** The Licensee must, in accordance with Metro Code Section 5.01.090, submit a new license application to Metro if the Licensee proposes to transfer control or ownership of (1) the license, (2) the facility property, or (3) the name and address of the operator.



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 and 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 provided 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 Director of the Metro Solid Waste & Recycling Department 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 and in this Section 10.0 of this license.
- 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 AND TERMINATION

11.1 Modification At any time during the term of the license, either the Chief Operating Officer or the Licensee may propose amendments or modifications to this license. The Chief Operating Officer 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. No amendment or modification pursuant to this section shall be effective unless it is in writing and executed by the Chief Operating Officer.

11.2 Modification, suspension or revocation by Metro The Chief Operating 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. A significant change in the character of the material received or in the operation of the facility;
- f. Any change in ownership or control, excluding transfers among subsidiaries of the Licensee or Licensee's parent corporation;
- g. A request from the local government stemming from impacts resulting from facility operations; and
- h. Compliance history of the Licensee.

11.3 Termination If the Licensee's Washington County Sanitary Service Certificate is ever terminated then this license is automatically terminated as well.



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. Such applicable laws, rules, regulations, ordinances, orders and permits include, without limitation, all laws, rules, regulations, ordinances, orders and permits adopted or made applicable during the term of this license. 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 processed materials transferred from the facility goes to the appropriate recovery uses, 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 Chief Operating Officer 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 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 of 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 pay any costs incurred by Metro as a result of Metro's efforts to remove or redact, at the specific request of the Licensee, any confidential information from documents that Metro produces in response to a public records request. Nothing in this Section 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. 03-3339 FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO ISSUE A METRO SOLID WASTE FACILITY LICENSE TO ALOHA GARBAGE COMPANY

May 5, 2003

Prepared by: Robert A. Hillier

BACKGROUND

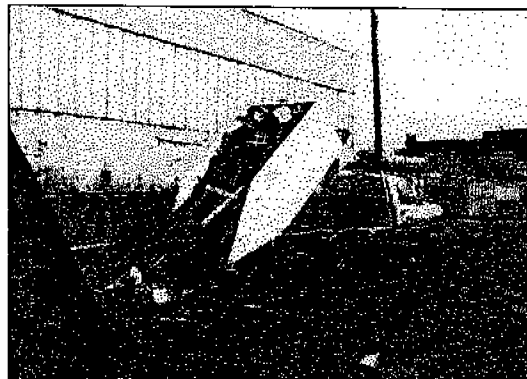
Description of the Resolution

Approval of Resolution No. 03-3339 will authorize the Chief Operating Officer to issue a new Solid Waste Facility License to Aloha Garbage Company (AGC) to conduct solid waste reloading, limited non-putrescible waste recovery, and yard debris processing and reloading. AGC is located at 20525 SW Blanton Street, Aloha, in Metro District 4. Issuance of this license will authorize AGC to accept the following types of non-putrescible dry waste from its own franchised area for the purpose of processing and material recovery:

- paper products (cardboard and waste paper),
- wood, and
- metal (ferrous and non-ferrous).



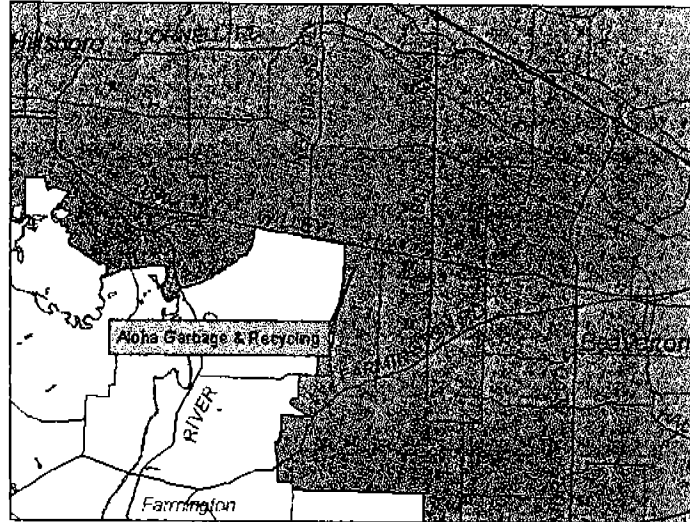
Front Entrance



Load being Tipped

AGC has operated a municipal solid waste collection business in the Aloha/Beaverton area since the 1940's and has been in possession of a Washington County Sanitary Service Certificate to collect municipal solid waste (putrescible and non-putrescible waste) from within its franchised collection area since the late 1960's. AGC has operated a solid waste reload and yard debris processing facility on this site since the early 1980's. Since 1991, AGC has provided small five-yard mini drop boxes to meet the specific demands of its residential customers for periodic garage clean outs and other small-scale hauling needs. These loads are then hauled back to AGC's service yard and reloaded into larger drop boxes for transport to a landfill. For the past year, AGC has begun sorting non-putrescible dry waste for the purpose of recovering recyclable materials prior to being consolidated into larger drop boxes. A majority of the loads are delivered in five-yard mini drop boxes that are generated by AGC's existing residential customers and dumped onto a concrete slab for hand sorting. Over the past year, AGC has recovered an estimated 360 tons (30 percent) from the estimated 1,200 tons of dry waste received primarily from its residential customers.

The proposed license will allow the applicant to continue to conduct limited material recovery on loads of non-putrescible dry waste generated from its franchised collection area. All non-putrescible dry waste will be removed from the site each day. All yard debris delivered to the facility will be immediately ground and reloaded to a licensed composting facility. No composting will be permitted at this facility. This facility will only take waste from within its existing franchised collection area as defined by Washington County and will not be open to the public or non-affiliated haulers.



Proposed Site Location

Compliance History of the Applicant

This facility has been conducting yard debris processing activities for several years and material recovery for the last year without a Metro license, in violation of the Metro Code. The facility, however, has not had any other known compliance issues since it has been in operation, either under the Metro Code or initiated by Washington County or any other regulatory bodies with jurisdiction over the facility. After Metro discovered, and informed the facility's operator, that the facility was engaging in licensable activities, the facility operator cooperated with Metro to apply for a license to bring it into compliance with the Metro Code. Therefore, Metro staff does not believe that an enforcement action is necessary in this matter.

ANALYSIS/INFORMATION

1. Known Opposition

There is no known opposition to the proposed AGC license.

2. Legal Antecedents

Section 5.01.045(b)(1) of the Metro Code requires a solid waste facility to have a Metro solid waste license if it processes non-putrescible waste such that it has processing residuals of more than ten percent. The applicant currently accepts loads of mixed dry waste for the purpose of material recovery and generates processing residuals that exceed ten percent. On that basis, AGC requires a Solid Waste Facility License.

Section 5.01.045(b)(2) of the Metro Code requires a solid waste processing facility to have a Metro solid waste license if its activities include processing and reloading yard debris. The applicant's current activities include yard debris processing, grinding, and reloading and, on that basis, also will require a Solid Waste Facility License.

In addition, section 5.01.045(b)(4) of the Metro Code requires a solid waste facility to have a Metro solid waste license if its activities include the operation of a reload, unless exempt under section 5.01.040(a)(7) of the Metro Code. The applicant's current activities include reloading non-putrescible dry waste as well as performing limited material recovery activities and, on that basis, is no longer considered exempt under section 5.01.040(a)(7) and will require a Solid Waste Facility License.

Section 5.01.067 of the Metro Code requires the Chief Operating Officer to make recommendations as to whether the application meets the requirements of section 5.01.060 and whether the Council should approve or deny the application.

Chief Operating Officer's Recommendations Regarding Whether the Application Meets the Requirements of Metro Code Section 5.01.060

Metro Code Section 5.01.060 provides:

5.01.060(a) Metro application form

An application was filed on February 13, 2003 on forms and in the format provided by the Chief Operating Officer.

5.01.060(b) Description of proposed activities

A description of the activities proposed to be conducted and the wastes sought to be accepted was submitted to Metro on February 13, 2003.

5.01.060(c)(1) Insurance

A certificate of liability insurance was provided to Metro on April 16, 2003 for the Aloha Garbage Company, Inc.

5.01.060(c)(2) DEQ permits

A DEQ Solid Waste Permit is not required for the uses proposed by the applicant for this facility, per an April 17, 2003 e-mail received from Dave Kunz, DEQ Natural Resource Specialist.

5.01.060(c)(3) Closure/Operating plan

A closure/operating plan was provided to Metro on April 15, 2003. Staff has determined that the closure/operating plan is adequate to address any potential concerns related to the proposed activities.

5.01.060(c)(4) Financial assurance

The DEQ does not require a permit for this facility. However, applications for a Metro Solid Waste Facility License requires a form of financial assurance adequate to clean up the site should it cease operations. The amount of financial assurance is generally based on the worst-case scenario of having to load, transport, and dispose of the accumulated material at an authorized landfill. The applicant is requesting to accept for material recovery and processing: yard debris, paper products (cardboard and

waste paper), wood, and ferrous and nonferrous metals. These materials already have established processing infrastructure and readily available markets in place which reduces the likelihood that they would be stockpiled for extended periods of time at this facility. In addition, the proposed Solid Waste Facility License, which is subject to Metro's enforcement authority, requires that all yard debris and non-putrescible dry waste must be removed from the site within 24 hours after it has been received. Metro will conduct periodic inspections of this operation to assure that no materials are accumulated in excess or abandoned. For these reasons, staff has determined that a form of financial assurance is not required for this facility.

5.01.060(c)(5) Property owner consent

The applicant owns the property on which the AGC facility is sited.

5.01.060(c)(6) Local land use approval

A Land Use Compatibility Statement for AGC was provided to Metro on February 13, 2003.

5.01.060(c)(7) Other required permits

No other required permits are known or anticipated by Metro staff.

The Chief Operating Officer finds that the proposed license meets the requirements of Section 5.01.060 of the Metro Code, except for the requirement for financial assurance. Nevertheless, on the basis of staff's recommendation that financial assurance not be required for this facility, the Chief Operating Officer finds that the proposed license satisfies the requirements of Metro Code Section 5.01.060 for the requested Solid Waste Facility License.

3. Anticipated Effects

The effect of Resolution No. 03-3339 will be to grant a new Solid Waste Facility License to Aloha Garbage and Recycling Company, Inc. for the operation of a non-putrescible dry waste recovery and yard debris processing and reload facility.

4. Budget Impacts

The facility currently accepts an estimated 1,200 tons of non-putrescible dry waste annually and recovers approximately 360 tons (30 percent) per year. The estimated 840 tons (70 percent) per year of non-putrescible dry waste processing residuals are currently being delivered to the Lakeside Landfill for disposal. Because these activities have been ongoing, these tonnage flows have already been factored into projections on which the current year's budget is based. Therefore, approval of the applicant's proposed license is not anticipated to have a significant budget impact. However, an increase in the amount of non-putrescible dry tons recovered at this facility can have an impact on future year's budgets.

RECOMMENDED ACTION

The Chief Operating Officer recommends approval of Resolution No. 03-3339.