

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A)	ORDINANCE NO. 13-1309
TRANSFER STATION FRANCHISE EXTENSION)	
AND AUTHORIZING THE CHIEF OPERATING)	Introduced by Martha J. Bennett,
OFFICER TO ISSUE A MODIFIED FRANCHISE)	Chief Operating Officer, with the concurrence
FOR TROUTDALE TRANSFER STATION)	of Tom Hughes, Council President

WHEREAS, Metro Code Section 5.01.045(b)(2) stipulates that a Metro Solid Waste Facility Franchise shall be required for a person owning or controlling a facility that operates a Transfer Station; and

WHEREAS, Waste Management of Oregon, Inc. operates the Troutdale Transfer Station and holds Metro Solid Waste Facility Franchise Number F-001-08B, which will expire on December 31, 2013; and

WHEREAS, Metro Code Section 5.01.070(k) stipulates that the term of a new or renewed franchise shall not be more than five years; and

WHEREAS, Metro is engaged in the Solid Waste Roadmap, which includes a project that will address the future role and configuration of solid waste facilities in the Metro region; and

WHEREAS, the Chief Operating Officer recommends that the franchise be extended two years, to maintain continuity in the transfer station system pending completion of the solid waste facility configuration project; and

WHEREAS, the Chief Operating Officer recommends additional modifications, including a revised insurance provision and a limit on the amount of solid waste accepted by the facility; and

WHEREAS, the Metro Council finds that the proposed amendments are in the public interest; and

WHEREAS, the Metro Council finds that the terms, conditions, and limitations contained in Exhibit A to this Ordinance are appropriate; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:


1. The transfer station franchise amendments for Troutdale Transfer Station is approved subject to the terms, conditions, and limitations contained in Exhibit A.
2. The Chief Operating Officer is authorized to issue to Waste Management of Oregon, Inc. a modified Solid Waste Facility Franchise for Troutdale Transfer Station substantially similar to the one attached as Exhibit A.

ADOPTED by the Metro Council this 1st day of August, 2013.


Attest:




 Kelsey Newell, Recording Secretary



 Tom Hughes, Council President

Approved Form:


 Alison Kean Campbell, Metro Attorney





METRO

SOLID WASTE FACILITY FRANCHISE No. F-001-08C

FRANCHISEE: Waste Management of Oregon, Inc. 869 NW Eastwind Drive Troutdale, Oregon 97060 Tel. (503) 640-9427 Fax. (503) 648-3942	FACILITY NAME AND LOCATION: Troutdale Transfer Station 869 NW Eastwind Drive Troutdale, Oregon 97060 Tel. (503) 667-5264 Fax. (503) 667-6237
OPERATOR: Waste Management of Oregon, Inc. 3205 SE Minter Bridge Road Hillsboro, Oregon 97123 Tel. (503) 640-9427 Fax. (503) 648-3942	PROPERTY OWNER: TDK Corp. 333 NE 3rd Gresham, Oregon 97030 Tel. (503) 665-3860

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-001-08B. Metro grants this franchise to the Franchisee named above. The Franchisee is authorized to operate and maintain a solid waste facility and to accept the solid wastes and perform the activities authorized by and subject to the conditions stated in this Franchise.

ISSUED BY METRO:

**FRANCHISEE'S
ACKNOWLEDGEMENT OF RECEIPT:**

Signature

Signature of Franchisee

Scott Robinson,
Deputy Chief Operating Officer

Print name and title

Print name and title

Date

Date



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1.0	ISSUANCE	
1.1	Franchisee	Waste Management of Oregon, Inc. 869 NW Eastwind Drive Troutdale, Oregon 97060 Tel. (503) 640-9427 Fax. (503) 648-3942
1.2	Corporate affiliation	Waste Management, Inc. 1001 Fannin, Suite 4000 Houston, Texas 77002
1.3	Contact	Dale Zoucha Phone: (503) 640-9427 ext. 241 e-mail: dzoucha@wm.com
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-001-08C.
1.5	Term	The term commences on January 1, 2009, and shall terminate on December 31, 2015, unless amended, modified, suspended, or revoked under the provisions of Section 11.0 of this franchise.
1.6	Renewal	The Franchisee may apply for a franchise renewal as provided in Metro Code Section 5.01.087.
1.7	Facility name and mailing address	Troutdale Transfer Station 869 NW Eastwind Drive Troutdale, Oregon 97060 Tel. (503) 667-5264 Fax. (503) 667-6237
1.8	Operator	Waste Management of Oregon, Inc. 3205 SE Minter Bridge Road Hillsboro, Oregon 97123 Tel. (503) 640-9427 Fax. (503) 648-3942
1.9	Facility premises description	Tax Lot Identification No. 1N3E27A -00103, City of Troutdale, Multnomah County, State of Oregon
1.10	Property owner	TDK Corp. 333 NE 3rd Gresham, Oregon 97030 Tel. (503) 665-3860



1.11	Permission to operate	Franchisee warrants that it has obtained the property owner's consent to operate the facility as specified in this franchise.
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2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This franchise shall not vest any right or privilege in the Franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise.
2.2	Non-exclusive franchise	This franchise shall not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
2.3	Property rights	This franchise does not convey any property rights in either real or personal property.
2.4	Amendment and modification	Except as provided in Section 11.0 of this franchise, no amendment or modification shall be effective unless approved by the Metro Council.
2.5	No recourse	The Franchisee shall have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	Indemnification	The Franchisee shall indemnify Metro, the Council, the Chief Operating Officer (the "COO"), and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense including attorney's fees, or liability related to or arising out of the granting of this franchise or the Franchisee's performance of or failure to perform any of its obligations under the Franchise or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.
2.7	Binding nature	This franchise is binding on the Franchisee. The Franchisee is liable for all acts and omissions of the Franchisee's contractors and agents.
2.8	Waivers	To be effective, a waiver of any terms or conditions of this franchise must conform with Section 11.0 and be in writing and signed by the COO.



2.9	Effect of waiver	Waiver of a term or condition of this franchise shall not waive nor prejudice Metro's right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.10	Choice of law	The franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.11	Enforceability	If a court of competent jurisdiction determines that any provision of this franchise is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this franchise shall not be affected.
2.12	Franchise not a waiver	This franchise does not relieve any owner, operator, or the Franchisee from the obligation to obtain all required permits, franchises, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.13	Franchise not limiting	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.14	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 franchise describes the wastes that the Franchisee is authorized to accept at the facility and the waste-related activities the Franchisee is authorized to perform at the facility.
3.2	General conditions on solid waste	The Franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The Franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.
3.3	General conditions on activities	The Franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
3.4	Acceptance and management of putrescible solid waste	1. The Franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2 of this franchise. The Franchisee also is authorized to accept putrescible



		<p>waste for material recovery.</p> <ol style="list-style-type: none">2. The Franchisee shall receive, manage, store, reload, and transfer all putrescible waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers.3. The Franchisee is authorized to accept putrescible waste generated inside the Metro region only from persons who are franchised or permitted by a local government unit to collect and haul putrescible waste.
3.5	Acceptance and management of mixed non-putrescible solid waste	<ol style="list-style-type: none">1. The Franchisee is authorized to accept mixed non-putrescible solid waste for material recovery.2. The Franchisee shall receive, sort, store, reload, and transfer all mixed non-putrescible solid waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides. Unusually large vehicles, for example 30-foot tippers, may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.3. The Franchisee is authorized to accept mixed non-putrescible waste from all customers including public self-haul.
3.6	Material recovery required	<ol style="list-style-type: none">1. The Franchisee shall perform material recovery on mixed non-putrescible wastes at no less than the minimum level stipulated in Metro Code Chapter 5.01 or shall reload and transfer such waste to a facility authorized by Metro to perform material recovery.2. The Franchisee shall ensure that the facility is designed and operated so that materials are recovered in a timely manner and that the reloading and transfer of non-putrescible waste to a Metro-authorized material recovery facility is conducted rapidly and efficiently while protecting the quality of non-putrescible waste that has not yet undergone material recovery.3. The Franchisee shall take quarterly samples of processing residual, when generated at the facility, that are statistically valid and representative of the facility's residual. Each sample required by this section shall weigh at least 300 pounds.



3.7	Management of processing residual from material recovery	The Franchisee shall store, reload, and transfer all non-putrescible waste processing residual on an impervious surface and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers.
3.8	Acceptance of source-separated recyclable materials	<ol style="list-style-type: none">1. The Franchisee shall provide a place for collecting source-separated recyclable materials on the facility premises.2. The Franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.
3.9	Acceptance of yard debris	The Franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.10	Acceptance of source-separated food waste	The Franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.
3.11	Acceptance of untreated wood	The Franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The Franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.12	Acceptance of painted and treated wood	The Franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful as described in an operating plan and approved in writing by the COO. The Franchisee shall not use or incorporate



		<p>painted or treated wood into mulch, animal bedding, compost feedstock, or any other product unless otherwise described in an operating plan and approved in writing by the COO.</p>
3.13	<p>Acceptance of electronics devices</p>	<p>The Franchisee is authorized to accept source-separated electronic devices for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer, and other similar functions related to preparing these materials for reuse, recycling, or disposal as required by the Oregon Department of Environmental Quality (DEQ).</p>
3.14	<p>Acceptance of inert material</p>	<p>The Franchisee is authorized to accept inert materials for purposes of classifying, consolidating, transfer, and other similar functions related to preparing these materials for useful purposes.</p>

4.0	<p>LIMITATIONS AND PROHIBITIONS</p>	
4.1	<p>Purpose</p>	<p>This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.</p>
4.2	<p>Tonnage authorization</p>	<p>The Franchisee is authorized to accept up to 70,000 tons of putrescible waste generated inside the Metro region within each calendar year. The Franchisee shall not accept solid waste generated outside the Metro region if to do so would limit the Franchisee from accepting 70,000 tons of putrescible waste, or any non-putrescible waste, generated inside the Metro region.</p>
4.3	<p>Prohibited waste</p>	<p>The Franchisee shall not knowingly receive, process, reload, or dispose of any solid waste not authorized by this franchise. The Franchisee shall not knowingly accept or retain any material amounts of the following types of waste: 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.</p>
4.4	<p>Prohibition on mixing</p>	<ol style="list-style-type: none"> 1. The Franchisee shall not mix or commingle any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any unprocessed solid wastes or solid wastes destined for disposal. 2. The Franchisee shall not mix or commingle putrescible



		<p>solid waste with non-putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.</p> <p>3. The Franchisee shall not mix or commingle non-putrescible solid waste with putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.</p>
4.5	Prohibition of size reduction on non-putrescible waste	The Franchisee shall not crush, grind or otherwise reduce the size of non-putrescible waste except when such size reduction constitutes a specific step in the facility's material recovery operations, reload operations, or processing residual consolidation or loading operations, and such size reduction is described and approved by the COO in an operating plan.
4.6	No disposal of recyclable materials	The Franchisee shall not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.7	Composting prohibited	The Franchisee shall not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.8	Limits not exclusive	This franchise shall not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise 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 and general performance goals	<p>This section of the franchise describes criteria and standards for the operation of the facility. The Franchisee shall operate in a manner that meets the following general performance goals:</p> <ul style="list-style-type: none"> a) Environment. The Franchisee shall design and operate the facility to preclude the creation of undue threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste, asbestos and other prohibited wastes. b) Health and safety. The Franchisee shall design and operate the facility to preclude the creation of conditions that may degrade public health and safety including, but not limited to, fires, vectors,



		<p>pathogens and airborne debris.</p> <p>c) Nuisances. The Franchisee shall design and operate the facility to preclude the creation of nuisance conditions including, but not limited to, litter, dust, odors, and noise.</p>
5.2	Qualified operator	<ol style="list-style-type: none">1. The Franchisee shall, during all hours of operation, provide an operating staff employed by the facility and qualified and competent to carry out the functions required by this franchise and to otherwise ensure compliance with Metro Code Chapter 5.01.2. Facility personnel, as relevant to their job duties and responsibilities, shall be familiar with the relevant provisions of this franchise and the relevant procedures contained within the facility's operating plan.3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.
5.3	Fire prevention	<p>The Franchisee 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 processing and storage areas.</p>
5.4	Adequate vehicle accommodation	<p>The Franchisee shall:</p> <ol style="list-style-type: none">a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. Access roads shall be maintained to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles shall not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.c) Post signs to inform customers not to queue on public roadways.d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.



5.5	Managing prohibited wastes	<ol style="list-style-type: none">1. The Franchisee shall reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when unknowingly received.2. The Franchisee shall implement a load-checking program to prevent the acceptance of waste that is prohibited by the franchise. This program must include at a minimum:<ol style="list-style-type: none">a) Visual inspection. As each load is tipped, a qualified operator shall visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas shall be covered and enclosed to prevent leaking and contamination.c) Record maintenance. Records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste shall be maintained in the operating record and be available for review by Metro.3. Upon discovery, the Franchisee shall remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and procedures established in the operating plan. All such wastes the Franchisee unknowingly receives shall be removed from the site and transported to an appropriate destination within 90 days of receipt, unless required to be removed earlier by the DEQ or local government.
5.6	Storage and exterior stockpiles	<p>The Franchisee shall:</p> <ol style="list-style-type: none">a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;b) Maintain storage areas in an orderly manner and keep the areas free of litter;c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; andd) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).



5.7	Dust, airborne debris and litter	<p>The Franchisee shall operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and shall prevent its migration beyond property boundaries. The Franchisee shall:</p> <ul style="list-style-type: none">a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit;c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site;d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; andf) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, shall be permitted access to the premises of the facility for the purpose of making contact with individuals they have observed transporting uncovered loads of solid waste or recyclable materials on a public road right-of-way in violation of Section 5.09.040 of the Metro Code.
5.8	Odor	<ol style="list-style-type: none">1. The Franchisee shall operate the facility in a manner that prevents the generation of odors that are detectable off-site.2. The Franchisee shall establish and follow procedures in the operating plan for minimizing odor at the facility.
5.9	Vectors (e.g. birds, rodents, insects)	<ol style="list-style-type: none">1. The Franchisee shall operate the facility in a manner that is not conducive to the harborage of rodents, birds, insects, or other vectors capable of transmitting, directly



		<p>or indirectly, infectious diseases to humans or from one person or animal to another.</p> <p>2. If vectors are present or detected at the facility, the Franchisee shall implement vector control measures.</p>
5.10	Noise	<p>The Franchisee shall operate the facility in a manner that prevents the creation of noise sufficient to cause adverse off-site impacts and to the extent necessary to meet applicable regulatory standards and land-use regulations.</p>
5.11	Water contaminated by solid waste and solid waste leachate	<p>The Franchisee shall operate the facility consistent with an approved DEQ stormwater management plan or equivalent and shall:</p> <ul style="list-style-type: none">a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; andb) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.
5.12	Access control	<ul style="list-style-type: none">1. The Franchisee shall control access to the facility as necessary to prevent unauthorized entry and dumping.2. The Franchisee shall maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
5.13	Signage	<p>The Franchisee shall post signs at all public entrances to the facility, and in conformity with local government signage regulations. These signs shall be easily and readily visible, and legible from off-site during all hours and shall contain at least the following information:</p> <ul style="list-style-type: none">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) 234-3000;g) A list of authorized and prohibited wastes;h) Vehicle / traffic flow information or diagram;i) Covered load requirements; and



		j) Directions not to queue on public roadways.
5.14	Nuisance complaints	<p>1. The Franchisee shall respond to all nuisance complaints in timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and shall keep a record of such complaints and any action taken to respond to the complaints, including actions to remedy the conditions that caused the complaint.</p> <p>2. If the facility receives a complaint, the Franchisee shall:</p> <ul style="list-style-type: none"> a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); and b) Log all such complaints as provided by the operating plan. Each log entry shall be retained for one year and shall be available for inspection by Metro.
5.15	Access to franchise document	The Franchisee shall maintain a copy of this franchise 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 requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
6.2	Plan compliance	The Franchisee must operate the facility in accordance with an operating plan approved in writing by the COO. The operating plan must include sufficient detail to demonstrate that the facility will be operated in compliance with this franchise. The Franchisee may amend or revise the operating plan from time to time, subject to written approval by the COO.
6.3	Plan maintenance	The Franchisee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The Franchisee must submit amendments and revisions of the operating plan to the COO for written approval prior to implementation.



6.4	Access to operating plan	The Franchisee shall maintain a copy of the operating plan on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.
6.5	Procedures for inspecting loads	The operating plan shall establish: <ul style="list-style-type: none">a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;b) Procedures for identifying incoming and outgoing loads for waste classifications;c) A set of objective criteria for accepting and rejecting loads; andd) An asbestos testing protocol for all materials that appear to contain friable asbestos.
6.6	Procedures for processing and storage of loads	The operating plan shall establish procedures for: <ul style="list-style-type: none">a) Processing authorized solid wastes;b) Reloading and transfer of authorized solid wastes;c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;d) Storing authorized solid wastes; ande) Minimizing storage times and avoiding delay in processing of authorized solid wastes.
6.7	Procedures for managing prohibited wastes	The operating plan shall establish procedures for managing, reloading, and transferring to appropriate facilities or disposal sites each of the prohibited or unauthorized wastes if they are discovered at the facility. In addition, the operating plan shall establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.
6.8	Procedures for odor prevention	The operating plan shall establish procedures for preventing objectionable odors generated at the facility from being detected off the premises of the facility. The plan must include: <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; andb) Procedures for receiving and recording odor



		complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.
6.9	Procedures for dust prevention	The operating plan shall establish procedures for preventing dust from blowing off the premises of the facility. The plan must include: <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage dust of any derivation; andb) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.
6.10	Procedures for emergencies	The operating plan shall establish procedures to be followed in case of fire or other emergency.
6.11	Procedures for nuisance complaints	<ol style="list-style-type: none">1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the Franchisee shall record: <ul style="list-style-type: none">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; andd) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).2. The Franchisee shall make records of such information available to Metro upon request. The Franchisee shall retain each complaint record for a period of not less than one year.
6.12	Closure protocol	The Franchisee shall establish protocol for closure and restoration of the site in the event of a long-term cessation of operations as provided in Metro Code Section 5.01.060(c)(3).
6.13	Financial assurance	The Franchisee shall maintain financial assurance in the amount of \$25,000 for the cost of the facility's closure and maintain such financial assurance in a form approved by Metro for the term of this franchise.



7.0 FEES AND RATE SETTING	
7.1	Purpose This section of the franchise specifies fees payable by the Franchisee, and describes rate regulation by Metro.
7.2	Annual fee The Franchisee shall pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
7.3	Rates not regulated The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.
7.4	Metro fee and tax imposed on disposal The Franchisee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.

8.0 RECORD KEEPING AND REPORTING	
8.1	Purpose This section of the franchise describes record keeping and reporting requirements. The Franchisee shall effectively monitor facility operation and maintain accurate records of the information described in this section.
8.2	Reporting requirements <ol style="list-style-type: none">1. For all solid waste and materials the Franchisee is authorized to receive under Section 3.0 of this franchise, the Franchisee shall keep and maintain accurate records of the amount of such materials the Franchisee receives, recovers, recycles, reloads, and disposes.2. The Franchisee shall keep and maintain complete and accurate records of the following for all transactions:<ol style="list-style-type: none">a) Ticket Number (should be the same as the ticket number on the weight slips);b) Customer account numbers identifying incoming customers and outgoing destinations;c) Description whether the load was incoming to the facility or outgoing from the facility;d) Material Category: Code designating the following types of material (more detail, such as differentiating yard debris, is acceptable): (1) incoming source-separated recyclable materials by type; (2) incoming non-putrescible waste; (3) incoming putrescible waste (4) outgoing recyclable



		<p>materials by type; (5) outgoing non-putrescible waste; (6) outgoing putrescible waste;</p> <p>e) Origin: Code designating the following origin of material: (1) from inside Metro boundaries; (2) from within Multnomah, Clackamas and Washington Counties but outside Metro boundaries; and (3) from another location outside Metro boundaries:</p> <ul style="list-style-type: none">i. Any load containing any amount of waste from within the Metro region shall be reported as if the entire load was generated from inside the Metro region.ii. If the Franchisee elects to report all loads delivered to the facility as being generated from inside the Metro region, then the Franchisee is not required to designate the origin of loads as described above in Subsections (e)(2) and (e)(3). <p>f) Date the load was received at, transferred within, or transmitted from the facility;</p> <p>g) Time the load was received at, transferred within, or transmitted from the facility;</p> <p>h) Indicate whether Franchisee accepted or rejected the load;</p> <p>i) Net weight of the load; and</p> <p>j) The fee charged to the generator of the load.</p>
8.3	Record transmittals	Franchisee shall transmit to Metro records required under Section 8.0 and the corresponding summary report derived from such records no later than fifteen days following the end of each month in a format prescribed by Metro.
8.4	Material recovery reporting	The Franchisee shall provide the results of its quarterly sampling of processing residual, as provided in Section 3.6 of this franchise, to Metro as a component of its monthly report no later than fifteen days following the end of the each quarter in a format prescribed by Metro.
8.5	Account number listing	Within five business days of Metro's request, Franchisee shall provide Metro with a listing that cross-references the account numbers used in the transaction database with the company's name and address.
8.6	Transactions based on scale weights	Except for minimum fee transactions for small, lightweight loads, the Franchisee shall record each inbound and outbound transaction electronically based on actual and accurate scale weights using the Franchisee's on-site



		scales.
8.7	DEQ submittals	The Franchisee shall provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this franchise within two business days of providing such information to DEQ.
8.8	Copies of enforcement actions provided to Metro	The Franchisee shall ensure Metro receives copies of any notice of violation or noncompliance, citation, or any other similar enforcement actions issued to the Franchisee by any federal, state, or local government other than Metro, and related to the operation of the facility.
8.9	Unusual occurrences	<ol style="list-style-type: none"> 1. The Franchisee shall keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures. 2. If a breakdown of the Franchisee's equipment occurs that will substantially impact the ability of the facility to remain in compliance, or create off-site impacts, the Franchisee shall notify Metro within 24 hours. 3. The Franchisee shall report any facility fires, accidents, emergencies, and other significant incidents to Metro within 12 hours of the discovery of their occurrence.
8.10	Changes in ownership	<ol style="list-style-type: none"> 1. Any change in control of Franchisee or the transfer of a controlling interest of Franchisee shall require prior written notice to Metro. "Transfer of a controlling interest of Franchisee" includes without limitation the transfer of 10% or more of the ownership of Franchisee to or from a single entity. Metro may modify this franchise under Section 11.3 to require the new ownership of Franchisee to assume all the rights and obligations of this franchise. 2. The Franchisee may not lease, assign, mortgage, sell, or otherwise transfer control of the franchise unless the Franchisee follows the requirements of Metro Code Section 5.01.090.

9.0	INSURANCE REQUIREMENTS	
9.1	Purpose	This section describes the types of insurance that the Franchisee shall purchase and maintain at the



		Franchisee's expense, covering the Franchisee, its employees, and agents. The Franchisee shall provide Metro with documentation demonstrating that it holds all of the required insurance coverage described in Section 9.0 of this franchise.
9.2	General liability	The Franchisee shall carry the most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro.
9.3	Automobile	The Franchisee shall carry automobile bodily injury and property damage liability insurance.
9.4	Coverage	Insurance coverage shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.
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 Franchisee, its subcontractors, if any, and all employers working under this franchise, 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. The Franchisee shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If the Franchisee 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 Franchisee shall give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

10.0	ENFORCEMENT	
10.1	Generally	Enforcement of this franchise shall be as specified in Metro Code Chapter 5.01.
10.2	Authority vested in Metro	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise 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 Franchisee.
10.3	No enforcement limitations	This franchise shall not be construed to limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor shall this franchise 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 franchise or the Franchisee's operation of the facility.
10.4	Penalties	Each violation of a franchise condition shall be punishable by penalties as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.

11.0	AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION	
11.1	Amendment by agreement	At any time during the term of the franchise, either the COO or the Franchisee may propose amendments to this franchise. If either the COO or the Franchisee proposes amendments to this franchise, both parties shall make good faith efforts to arrive at consensus on the intent and implementing language of said amendments.
11.2	Amendment by Metro Council action	<p>Except as provided in Section 11.3, the provisions of this franchise shall remain in effect unless the Metro Council:</p> <ul style="list-style-type: none"> a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this Franchisee is a member; and b) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance. <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the Franchisee provides evidence that the amendment will result in significant capital cost to the Franchisee, the Metro Council will include capital cost and the ability of the</p>



		Franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.
11.3	Modification, suspension or revocation by Metro for cause	<p>The COO may, at any time before the expiration date, modify, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none"> a) Violation of the terms or conditions of this franchise, 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 franchise; 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; g) A request from the local government stemming from impacts resulting from facility operations; and h) Compliance history of the Franchisee.

12.0	GENERAL OBLIGATIONS	
12.1	Compliance with law	<p>The Franchisee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this franchise, 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 franchise as if specifically set forth herein. Such conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time of the issuance of the franchise but not cited or attached, and permits or conditions issued or modified during the term of the franchise.</p>



12.2	Deliver waste to appropriate destinations	The Franchisee 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.
12.3	Right of inspection and audit	<ol style="list-style-type: none">1. Authorized representatives of Metro may take photographs, collect samples of materials, and perform such inspection or audit as the COO deems appropriate, and shall be permitted access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times upon giving reasonable advance notice (not less than 24 hours). Metro inspection reports, including site photographs, are public records subject to disclosure under Oregon Public Records Law. Subject to the confidentiality provisions in Section 12.5 of this franchise, Metro's right to inspect shall include the right to review all information from which all required reports are derived including all books, maps, plans, income tax returns, financial statements, contracts, and other similar written materials of Franchisee that are directly related to the operation of the facility.2. The Franchisee shall permit access to the facility premises to authorized representatives of Metro, including personnel on contract to Metro, at all reasonable times during business hours with or without notice to determine whether the Franchisee meets the minimum level of recovery as provided in Section 3.6 of this franchise. The Franchisee shall provide:<ol style="list-style-type: none">a) Access to all areas where it generates, manages, stores, and reloads processing residual, including without limitation to transfer vehicles;b) Access to facility personnel and equipment to collect, segregate, contain, and weigh individual samples of processing residual; andc) A safe, covered location away from working areas and vehicle traffic where authorized representatives of Metro may conduct an analysis of the Franchisee's processing residual.
12.4	Confidential information	The Franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the Franchisee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro.



		<p>The Franchisee shall prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro shall treat as confidential any information so marked and will make a good faith effort not to disclose such information unless Metro's refusal to disclose such information would be contrary to applicable Oregon law, including, without limitation, ORS Chapter 192. Within five (5) days of Metro's receipt of a request for disclosure of information identified by Franchisee as confidential, Metro shall provide Franchisee written notice of the request. The Franchisee shall have three (3) days within which time to respond in writing to the request before Metro determines, at its sole discretion, whether to disclose any requested information. The Franchisee shall pay any costs incurred by Metro as a result of Metro's efforts to remove or redact any such confidential information from documents that Metro produces in response to a public records request. This Section 12.0 shall not limit the use of any information submitted to or reviewed by Metro for regulatory purposes or in any enforcement proceeding. In addition, Metro may share any confidential information with representatives of other governmental agencies provided that, consistent with Oregon law, such representatives agree to continue to treat such information as confidential and make good faith efforts not to disclose such information</p>
12.5	Compliance by agents	<p>The Franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise.</p>

APPLICANT

The applicant, WMO, is the owner and operator of Troutdale Transfer Station, an existing solid waste facility located at 869 NW Eastwind Drive, in Troutdale (Metro Council District 1). Troutdale Transfer Station commenced operation in 1996 as a material recovery facility. The facility currently holds a Metro-issued franchise⁴ to operate a transfer station authorized to receive putrescible waste, reload and perform material recovery on non-putrescible waste, and accept source-separated recyclable materials. The current franchise became effective on January 1, 2009 and it is set to expire on December 31, 2013.



Troutdale Transfer Station was authorized to annually accept up to 70,000 tons of putrescible waste generated from within the Metro region during calendar years 2009 through 2011. WMO later applied for and obtained a five percent tonnage increase (3,500 tons) for the facility for calendar year 2012 – which increased its tonnage limit up to 73,500 tons for that year.⁵ The facility's tonnage limit subsequently reverted back to 70,000 tons for calendar year 2013.

FRANCHISE MODIFICATION

The proposed franchise (Exhibit A to Ordinance No. 13-1309) includes updated facility information and three modified conditions as described below. All of these proposed conditions are also included in all of the modified franchises for the other privately-owned transfer stations identified in this report.

1. Term Extension - Section 1.5 of the proposed franchise has been modified to extend the term of the franchise by two years to expire at midnight on December 31, 2015.
2. Tonnage Allowance - The “Tonnage Authorization Growth Allowance” condition (Section 4.3 of the current franchise) has been deleted from the proposed franchise to coincide with the proposed changes to Metro Code Chapter 5.01.⁶ The modified franchise for Troutdale Transfer Station would carry forward the facility's current annual tonnage limit (70,000 tons) and continue it for each of the next two calendar years until December 31, 2015.

⁴ Metro Solid Waste Facility Franchise No. F-001-08B

⁵ Troutdale Transfer Station received 72,487 tons of Metro-area putrescible waste in 2012

⁶ Ord. No. 13-1306

3. Insurance Requirements - Section 9.0 of the proposed franchise has been updated to include standardized insurance language and increased coverage requirements as required for all Metro-regulated facilities. Specifically, the proposed franchise requires that the facility maintain insurance coverage at a minimum of \$1,000,000 per occurrence (increased up from the \$500,000 per occurrence amount specified in the current franchise).

ANALYSIS / INFORMATION

1. Known Opposition

There is no known opposition to the proposed franchise modifications.

2. Legal Antecedents

Current provisions of Metro Code Chapter 5.01, entitled “Solid Waste Facility Regulation.” In particular:

- Metro Code Section 5.01.045(b) stipulates that a Solid Waste Facility Franchise shall be required for the person operating a transfer station.
- Metro Code Section 5.01.087(b) stipulates that the Metro Council shall approve or deny renewals of Solid Waste Facility Franchises.

3. Anticipated Effects

This proposed franchise extension is one of several items currently under consideration by Metro Council. In total, these actions combined are intended to provide additional clarity, maintain market continuity, and minimize disruption to the region’s solid waste system for the next two years. These actions will allow industry, stakeholders, staff, and Council to focus attention on the Solid Waste Roadmap.

4. Budget Impacts

Ordinance No. 13-1309 authorizes a two-year term extension, deletes the tonnage growth allowance section, and updates certain insurance requirements in an existing solid waste facility franchise. Since this action largely extends the status quo for two years, the financial impact of this proposed franchise has already been factored into the budget.

RECOMMENDED ACTION

Based on the information provided above and the analysis provided in this report, the COO recommends that the Metro Council adopt Ordinance No. 13-1309. Approval of this ordinance will authorize the COO to issue a modified franchise to WMO extending the term of the Troutdale Transfer Station franchise until December 31, 2015 subject to conditions which are incorporated into the proposed franchise attached to this ordinance as Exhibit A.

WJ:bjl
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