

# Metro | Agenda

Meeting: Metro Council  
Date: Thursday, July 16, 2015  
Time: 2 p.m.  
Place: Metro Regional Center, Council Chamber

**REVISED 07/16/15**

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## CALL TO ORDER AND ROLL CALL

### 1. CITIZEN COMMUNICATION

2. **ZOO EDUCATION CENTER DESIGN AND PARTNERSHIPS** Heidi Rahn, Metro  
Grant Spickelmier, Metro

### 3. CONSENT AGENDA

- 3.1 **Resolution No. 15-4633**, For the Purpose of Amending the Fiscal Year 2015-16 Unified Planning Work Program (UPWP) to Add the I-84 Multimodal Integrated Corridor Management Project
- 3.2 Consideration of Council Meeting Minutes for July 9, 2015

### 4. ORDINANCES (FIRST READ)

- 4.1 **Ordinance No. 15-1355**, For the Purpose of Annexing to the Metro District Boundary Approximately 27.9 Acres Located North and South of NW Brugger Road in the North Bethany Area of Washington County **Tim O'Brien, Metro**

#### 4.1.1 **Public Hearing on Ordinance No. 15-1355**

- 4.2 **Ordinance No. 15-1356**, For the Purpose of Approving Tonnage Cap Adjustments and Authorizing the Chief Operating Officer to Issue Modified Franchises for Privately-Owned Transfer Stations **Roy Brower, Metro**

#### 4.2.1 **Public Hearing on Ordinance No. 15-1356**

5. **CHIEF OPERATING OFFICER COMMUNICATION** **Martha Bennett, Metro**

### 6. COUNCILOR COMMUNICATION

**ADJOURN**

**Television schedule for July 16, 2015 Metro Council meeting**

<b>Clackamas, Multnomah and Washington counties, and Vancouver, WA</b> Channel 30 – Community Access Network <i>Web site:</i> <a href="http://www.tvctv.org">www.tvctv.org</a> <i>Ph:</i> 503-629-8534 Call or visit web site for program times.	<b>Portland</b> Channel 30 – Portland Community Media <i>Web site:</i> <a href="http://www.pcmtv.org">www.pcmtv.org</a> <i>Ph:</i> 503-288-1515 Call or visit web site for program times.
<b>Gresham</b> Channel 30 - MCTV <i>Web site:</i> <a href="http://www.metroeast.org">www.metroeast.org</a> <i>Ph:</i> 503-491-7636 Call or visit web site for program times.	<b>Washington County and West Linn</b> Channel 30– TVC TV <i>Web site:</i> <a href="http://www.tvctv.org">www.tvctv.org</a> <i>Ph:</i> 503-629-8534 Call or visit web site for program times.
<b>Oregon City and Gladstone</b> Channel 28 – Willamette Falls Television <i>Web site:</i> <a href="http://www.wftvmedia.org/">http://www.wftvmedia.org/</a> <i>Ph:</i> 503-650-0275 Call or visit web site for program times.	

**PLEASE NOTE: Show times are tentative and in some cases the entire meeting may not be shown due to length. Call or check your community access station web site to confirm program times.** Agenda items may not be considered in the exact order. For questions about the agenda, call the Metro Council Office at 503-797-1540. Public hearings are held on all ordinances second read. Documents for the record must be submitted to the Regional Engagement and Legislative Coordinator to be included in the meeting record. Documents can be submitted by e-mail, fax or mail or in person to the Regional Engagement and Legislative Coordinator. For additional information about testifying before the Metro Council please go to the Metro web site [www.oregonmetro.gov](http://www.oregonmetro.gov) and click on public comment opportunities.

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## សេចក្តីជូនដំណឹងអំពីការមិនរើសអើងរបស់ Metro

ការគោរពសិទ្ធិពលរដ្ឋរបស់ ។ សំរាប់ព័ត៌មានអំពីកម្មវិធីសិទ្ធិពលរដ្ឋរបស់ Metro ឬដើម្បីទទួលបានក្បួនលក្ខណ៍រើសអើងសម្រាប់សេវាសេវា [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights)។  
បើលោកអ្នកត្រូវការការបកប្រែភាសានៅពេលអង្គប្រជុំសាធារណៈ សូមទូរស័ព្ទលេខ 503-797-1890 (ម៉ោង 8 ព្រឹកដល់ម៉ោង 5 ល្ងាច ថ្ងៃធ្វើការ) ប្រាំពីរថ្ងៃ ថ្ងៃធ្វើការ មុនថ្ងៃប្រជុំដើម្បីអាចឲ្យគេសម្រួលតាមសំណើរបស់លោកអ្នក ។

## إشعار بعدم التمييز من Metro

تحتزم Metro الحقوق المدنية. للمزيد من المعلومات حول برنامج Metro للحقوق المدنية أو لإبداء شكوى ضد التمييز، يرجى زيارة الموقع الإلكتروني [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). إن كنت بحاجة إلى مساعدة في اللغة، يجب عليك الاتصال مقدماً برقم الهاتف 503-797-1890 (من الساعة 8 صباحاً حتى الساعة 5 مساءً، أيام الاثنين إلى الجمعة) قبل خمسة (5) أيام عمل من موعد الاجتماع.

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Agenda Item No. 2.0

ZOO EDUCATION CENTER DESIGN & PARTNERSHIPS

*Presentations*

Metro Council Meeting  
Thursday, July 16, 2015  
Metro Regional Center, Council Chamber

## STAFF REPORT

### STATUS UPDATE ON THE OREGON ZOO EDUCATION CENTER

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Date: July 16, 2015

Prepared by: Heidi Rahn  
Bond Program Director  
503-220-5709  
Grant Spickelmier  
Education Curator  
503-525-4268

## BACKGROUND

In 2008, the Metro Area voters approved Oregon Zoo Bond Measure 26-96, entitled "Bonds to Protect Animal Health and Safety; Conserve and Recycle Water." The measure outlined a series of capital improvements that will: provide enhanced welfare and care for zoo animals, protect animal health and safety, increase access to conservation education, conserve water and harvest storm water for reuse, and improve water quality. Of the eight identified improvements; three are complete, construction on the fourth—Elephant Lands—is nearing completion, and construction is about to begin on the fifth project: the education center at the Oregon Zoo.

This month marks the project's final design phase: construction documents. Designs have been refined over the last 12 months culminating in construction bid documents with the details and specifications necessary to build and operate the project. The final design reflects the efforts of staff, partners and consultants to reconcile scope and budget. Design consultants and Construction Manager General Contractor (CM/GC) have incorporated feedback from educators, zoo guests via intercept surveys, community members through an OptIn online survey and a regional conservation education organization advisory group. The Oregon Zoo Foundation is leveraging the community's support for the Oregon Zoo Bond Measure to secure outside funding for enhancements to the project's teen program, interpretive experience and sustainability components.

The education center will be a destination for summer camp, school programs, evening lectures and community events. Its location at the former zoo entrance, on the western edge of the zoo campus, provides easy street access for parents dropping off young campers, field trip bus drop off and adults attending evening events. Intended as a community asset, the center is developing innovative partnerships with the U.S. Fish and Wildlife Service, The Intertwine Alliance, and Metro Sustainability Center. The education center will provide campers with vastly improved, dedicated space for learning about wildlife and nature.

- The zoo's award-winning teen development programs, including Zoo Animal Presenters (ZAP), and ZooTeens will have dedicated storage and work space in the center. Teens worked directly with the design consultants to help design their area.
- A flexible event space in the education center will provide a gracious and comfortable venue for large groups to learn about emerging environmental concerns, results of latest research and successful conservation efforts.

- The education center project includes a plaza, one of three proposed in the bond implementation plan, connecting zoo guests with primary paths and amenities like food and beverages, trip-planning kiosks and restrooms.
- Live animal displays will enhance the zoo guest experience: a new insect zoo will provide opportunities to peer into the homes of insects and other small wildlife to learn about the connections we share with the natural world around us. A window into the species conservation lab highlights the zoo's work restoring populations of native pond turtles.
- Interactive landscape areas-including forests, pollinator gardens, nature play areas and innovative storm water planters-connect the center and guests to nature. In a backyard habitat garden, guests will discover which plants and flowers are irresistible to native birds, butterflies and bees.
- The Nature Exploration Station (NESt), the center's interpretive hub, will help outfit guests to explore natural areas in the region. And it will be an action center: providing inspiration and resources on how to get involved and take personal action on behalf of wildlife. Interactive exhibits will demonstrate the aggregate impact of a single action if many people take it.
- The LEED Gold-certified education center will be a building that teaches sustainable design through highly visible green building measures, materials, interpretive components, and programming.
- The CM/GC has been aggressively recruiting MWESB subcontractor interest in the project in order to meet or exceed utilization targets. They have attended and hosted a number of outreach events and will continue to do so leading up to bidding.

The education center is a manifestation of Metro's conservation education values. It will be a location where members of the community can develop an awareness of, and connection to, the natural world, the zoo and zoo partners, and other community members. Design components address the needs of multiple audiences, conservation education program participants and zoo guests. The construction groundbreaking event is scheduled for September 1, 2015 with the center opening to the public in spring 2017.

Agenda Item No. 3.1

**Resolution No. 15-4633**, For the Purpose of Amending the  
Fiscal Year 2015-16 Unified Planning Work Program (UPWP)  
to Add the I-84 Multimodal Integrated  
Corridor Management Project

*Consent Agenda*

Metro Council Meeting  
Thursday, July 16, 2015  
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING THE FISCAL	)	RESOLUTION NO. 15-4633
YEAR 2015-16 UNIFIED PLANNING WORK	)	
PROGRAM (UPWP) TO ADD THE I-84	)	Introduced by Chief Operating Officer
MULTIMODAL INTEGRATED CORRIDOR	)	Martha Bennett with the concurrence of
MANAGEMENT PROJECT	)	Council President Tom Hughes

WHEREAS, the Unified Planning Work Program (UPWP) describes all Federally-funded transportation planning activities for the Portland-Vancouver metropolitan area to be conducted in FY 2015-16; and

WHEREAS, the FY 2015-16 UPWP indicates Federal funding sources for transportation planning activities carried out by Metro, Southwest Washington Regional Transportation Council, Clackamas County and its cities, Multnomah County and its cities, Washington County and its cities, TriMet, and the Oregon Department of Transportation; and

WHEREAS, approval of the FY 2015-16 UPWP is required to receive Federal transportation planning funds; and

WHEREAS, the Joint Policy Advisory Committee on Transportation (JPACT) and Metro Council approved the 2015-16 UPWP update in May of 2015; and

WHEREAS, this resolution amends the FY 2015-16 UPWP to include one I-84 Multimodal Integrated Corridor Management (ICM) project; and

WHEREAS, an Integrated Corridor Management Deployment Planning Grant was recently awarded for this project and therefore the I-84 Multimodal (ICM) project was not included in the adopted FY 2015-16 UPWP; and

WHEREAS, all Federally-funded transportation planning projects for the Portland-Vancouver metropolitan area must be included in the FY 2015-16 UPWP; now therefore

BE IT RESOLVED that the Metro Council hereby amends the FY 2015-16 UPWP to add the I-84 Multimodal Integrated Corridor Management Project as shown in the attached Exhibit A.

ADOPTED by the Metro Council this \_\_\_\_ day of 2015.

\_\_\_\_\_  
Tom Hughes, Council President

Approved as to Form:

\_\_\_\_\_  
Alison R. Kean, Metro Attorney



## **I-84 Multimodal Integrated Corridor Management**

### **Description:**

US DOT's Intelligent Transportation Systems (ITS) Joint Program Office (JPO) awarded Metro and agency partners an Integrated Corridor Management Deployment Planning Grant February 24, 2015. Integrated Corridor Management (ICM) grants will help combine numerous information technologies and real-time travel information from highway, rail, transit and bike operations.

This work aligns with the Regional TSMO Plan, supporting the vision to “collaboratively and proactively manage [the region’s] multimodal transportation system.” The ICM study furthers the goals and objectives of the TSMO plan including reliability for travelers and goods movement; transportation safety and security; environment and quality of life; and, providing comprehensive multimodal traveler information to people and business.

As TSMO partners strive towards real-time information for operations and travelers, this study takes strategies a step forward. ICM is described as a “system of systems” which refers to both the technology and coordination protocols between agencies. ICMs in other regions identify a multitude of scenarios including crashes, weather hazards and major events. A real-time coordinated response will help provide safe and reliable transportation options.

Travelers can use real-time information to avoid congestion and find alternate routes or transportation systems, such as transit or bike. Shippers can receive information concerning the entire network, not just one route. Such tools can help engineers make better decisions about congestion management by recommending where traffic should flow and onto which systems commuters should be shifted based on up-to-the-second data.

### **Objectives**

- Implement a systematic multimodal approach, complete with performance measures and evaluation approaches, in accordance with multimodal mobility corridor concepts.
- Balance mobility, safety and access considerations.
- Improve multimodal access for corridor users.
- Better manage freight mobility in the corridor.
- Leverage intelligent transportation system (ITS) technologies to become even more active and integrated.
- Balance state and local needs in transportation planning and operations.

### **Previous Work**

Previous projects to this ICM study are those implemented under the TSMO Plan, coordinated by the TSMO Regional Mobility Program in the UPWP, and related projects by agency partners. ODOT manages and operates I-84 with a communications network, signals, ramp meters, cameras, and variable message signs. TriMet operates three MAX lines and bus service throughout the corridor, monitored with an updated CAD/AVL system and communications. Multnomah County manages six of the Willamette River bridges, including the Burnside, Broadway, Hawthorne and Morrison. City of Gresham shares fiber optics and will install arterial variable message signs. City of Portland operates approximately 382 signalized intersections within the proposed corridor, including 16 traffic cameras. The agencies in the corridor already cooperate to share equipment, share data and coordinate incidents from operations centers.

The TSMO Regional Travel Options (RTO) program supports transportation demand management in the corridor working with both residents and employees in Portland and Gresham to reduce drive-alone trips

and increase trips by transit, biking and walking. ODOT and TriMet serve travel information at TripCheck.com and TriMet.org.

Portland State University houses and manages Portal, the region's database archive of traffic, transit, bike and walk data, plus operating conditions such as weather and incident data.

**Methodology:**

Metro will serve as project manager for this effort, with significant support from a project team from partner agencies and support through TransPort, the TSMO subcommittee to the Transportation Policy Alternatives Committee (TPAC). This project will follow the process for completing an Integrated Corridor Management Deployment Planning Grant, described in the US DOT ITS JPO guidance documents and their direction to grantees.

The project will complete the following components:

- Stakeholder Participation Plan – identifying the process to generate input and support from a cross section of stakeholders at key points in the concept development
- Vision, Goals and Objectives - refining the desired vision, measurable goals and objectives for ICM in the I-84 corridor.
- ICM Operational Alternatives - developing an initial set of operational alternatives to achieve the desired vision, measurable goals and objectives
- Alternative Analysis – bundling operational strategies into operational scenario packages for modeling and evaluation
- Infrastructure Improvements – comparing existing/planned assets with ICM asset requirements to identify a set of improvements
- Relationships and Procedures – identifying issues and recommending actions for ICM operations
- Project Management Plan (PMP) – preparing the ICM guiding document
- System Engineering Management Plan (SEMP) framework – preparing a structure for systems engineering as the ICM project progresses towards implementation
- Final Report – preparing a final document (I-84 Corridor ICM Regional Concept of Transportation Operations (RCTO))

**Tangible Products Expected in FY 2015-16:**

- Fully Executed IGA, Consultant Contract, and Notice to Proceed (1st Quarter FY 2015-16)
- Alternative analysis including modeling results and evaluation (3<sup>rd</sup> Quarter FY 2015-2016)
- Project Management Plan, Systems Engineering Management Plan and Final report (RCTO) (4<sup>th</sup> Quarter FY2015-2016)

**Entities Responsible for ICM Activity:**

Metro – Lead Agency

ODOT – Contract Manager

ODOT, TriMet, Multnomah County, City of Portland, City of Gresham, PSU – Project Team

TransPort – Cooperate/Collaborate

**Schedule for Completing Activities:**

Please refer to schedule information provided in the *Objectives* and *Tangible Products* sections of this planning activity description.

**Funding History:**

**FY 2015-16 Costs and Funding Sources:**

<b>2015-16</b>	<b>Requirements:</b>				<b>Resources:</b>		
	Personal Services	\$	63,137		ICM-DPG-2013/ICM Deployment	\$	191,680
	Interfund Transfers	\$	25,663		Metro	\$	6,845
	Materials & Services Consultant \$00,000	\$	150,800		Local Partners	\$	41,075
	<b>TOTAL</b>	<b>\$</b>	<b>239,600</b>		<b>TOTAL</b>	<b>\$</b>	<b>239,600</b>
	<b>Full-Time Equivalent Staffing</b>						
	Regular Full-Time FTE		.40				
	<b>TOTAL</b>		<b>.40</b>				

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 15-4633, FOR THE PURPOSE OF AMENDING THE FY 2015-16 UNIFIED PLANNING WORK PROGRAM (UPWP) TO INCLUDE THE I-84 MULTIMODAL INTEGRATED CORRIDOR MANAGEMENT PROJECT.

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Date: June 9, 2015

Prepared by: Chris Myers  
(503) 813-7554

### BACKGROUND

On May 14, 2015, the Metro Council adopted the FY 2015-16 Unified Planning Work Program (UPWP) via Resolution No. 15-4623 (“FOR THE PURPOSE OF ADOPTING THE FISCAL YEAR 2015-16 UNIFIED PLANNING WORK PROGRAM AND CERTIFYING THAT THE PORTLAND METROPOLITAN AREA IS IN COMPLIANCE WITH THE FEDERAL TRANSPORTATION PLANNING REQUIREMENTS”).

This resolution is an amendment to the FY 2015-16 UPWP to add the I-84 Integrated Corridor Management Project. This change in project budget requires a legislative amendment as the amount of new funds exceeds \$200,000. Per federal requirements, all transportation planning projects that are federally funded are required to be included in the UPWP. The UPWP project narrative for the I-84 Integrated Corridor Management Project is included as Exhibit A.

US DOT’s Intelligent Transportation Systems (ITS) Joint Program Office (JPO) awarded Metro and agency partners an Integrated Corridor Management Deployment Planning Grant for \$191,680 plus an additional \$47,920 in local matching funds for a total of \$239,600. Integrated Corridor Management (ICM) grants will help combine numerous information technologies and real-time travel information from highway, rail, transit and bike operations.

This work aligns with the Regional TSMO Plan, supporting the vision to “collaboratively and proactively manage [the region’s] multimodal transportation system.” The ICM study furthers the goals and objectives of the TSMO plan including reliability for travelers and goods movement; transportation safety and security; environment and quality of life; and, providing comprehensive multimodal traveler information to people and business.

### ANALYSIS/INFORMATION

1. **Known Opposition** – No known opposition
2. **Legal Antecedents** – Metro Council Resolution No. 15-4633: FOR THE PURPOSE OF ADOPTING THE FISCAL YEAR 2015-16 UNIFIED PLANNING WORK PROGRAM AND CERTIFYING THAT THE PORTLAND METROPOLITAN AREA IS IN COMPLIANCE WITH

THE FEDERAL TRANSPORTATION PLANNING REQUIREMENTS, adopted by the Metro Council on May 14, 2015.

3. **Anticipated Effects** – Approval will mean that grants can be submitted and contracts executed so work can commence on this project between now and June 30, 2016, in accordance with established Metro priorities.
4. **Budget Impacts** – None anticipated.

**RECOMMENDED ACTION**

Approve Resolution No. 15-4633 and amend the FY 2015-16 UPWP.

Agenda Item No. 3.2

Consideration of Council Meeting Minutes for July 9, 2015

*Consent Agenda*

Metro Council Meeting  
Thursday, July 16, 2015  
Metro Regional Center, Council Chamber

Agenda Item No. 4.1

**Ordinance No. 15-1355**, For the Purpose of Annexing to the Metro District Boundary Approximately 27.9 Acres Located North and South of NW Brugger Road in the North Bethany Area of Washington County

*Ordinances (First Read)*

Metro Council Meeting  
Thursday, July 16, 2015  
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ANNEXING TO THE ) Ordinance No. 15-1355  
METRO DISTRICT BOUNDARY APPROXI- )  
MATELY 27.9 ACRES LOCATED NORTH AND ) Introduced by Chief Operating Officer  
SOUTH OF NW BRUGGER ROAD IN THE ) Martha Bennett in concurrence with  
NORTH BETHANY AREA OF WASHINGTON ) Council President Tom Hughes  
COUNTY )

WHEREAS, West Hills Development has submitted a complete application for annexation of 27.9 acres (“the territory”) located north and south of NW Brugger Road in the North Bethany area to the Metro District; and

WHEREAS, the Metro Council added the North Bethany area to the UGB, including the territory, by Ordinance No. 02-987A on December 5, 2002; and

WHEREAS, Title 11 (Planning for New Urban Areas) of the Urban Growth Management Functional Plan requires annexation to the district prior to application of land use regulations intended to allow urbanization of the territory; and

WHEREAS, Metro has received consent to the annexation from the owners of the land in the territory; and

WHEREAS, the proposed annexation complies with Metro Code 3.09.070; and

WHEREAS, the Council held a public hearing on the proposed amendment on July 16, 2015; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The Metro District Boundary Map is hereby amended, as indicated in Exhibit A, attached and incorporated into this ordinance.
2. The proposed annexation meets the criteria in section 3.09.070 of the Metro Code, as demonstrated in the Staff Report dated June 30, 2015, attached and incorporated into this ordinance.

ADOPTED by the Metro Council this \_\_\_\_\_ day of July 2015.

\_\_\_\_\_  
Tom Hughes, Council President

Attest:

Approved as to form:

\_\_\_\_\_  
Alexandra Eldridge, Recording Secretary

\_\_\_\_\_  
Alison R. Kean, Metro Attorney

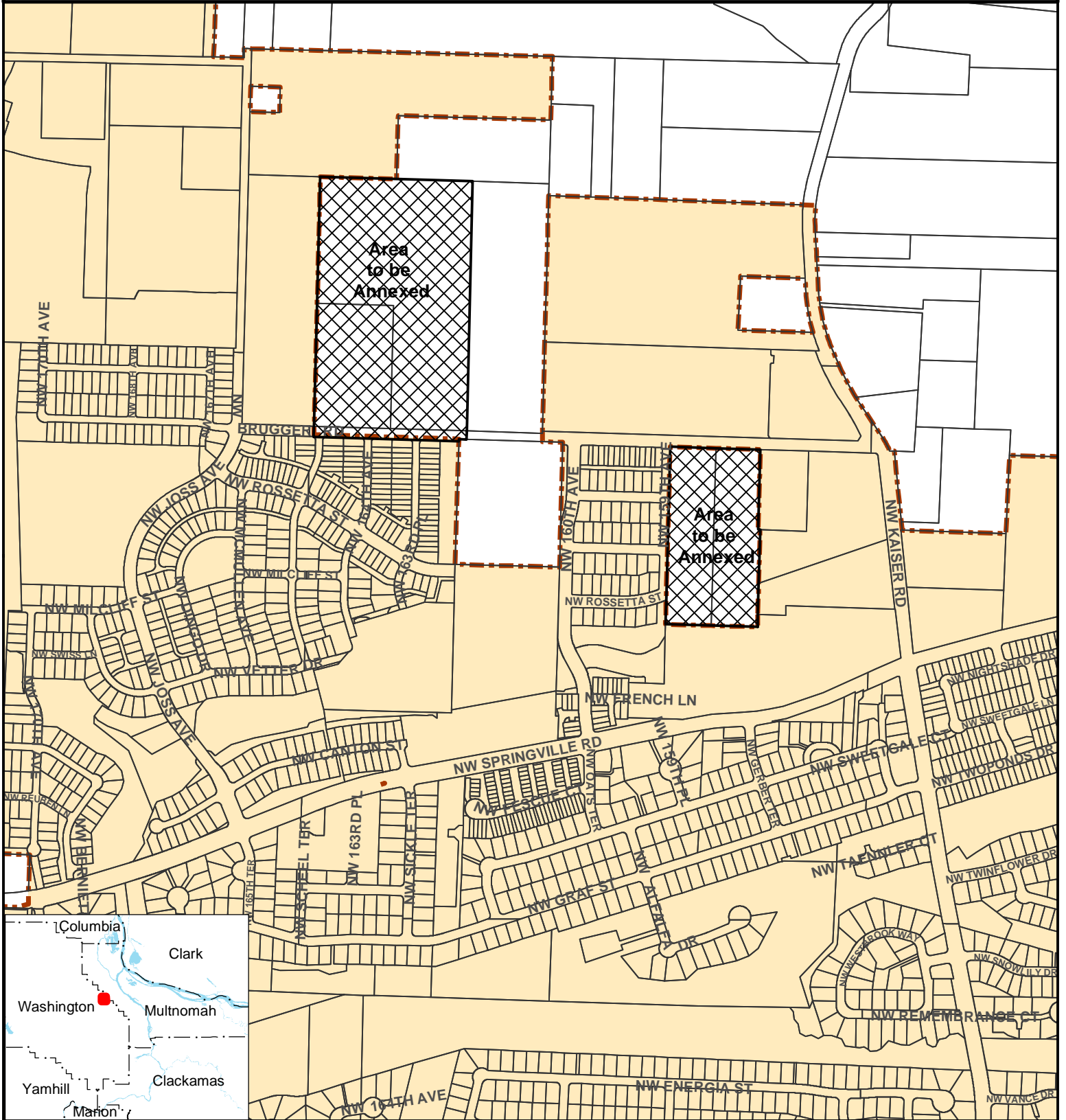


# Proposal No. AN-0215

1N1W17




Annexation to the Metro District Boundary

Washington County

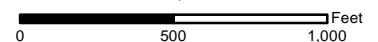


## Proposal No. AN-0215 Metro District Boundary

Research Center  
 600 NE Grand Ave  
 Portland, OR 97232-2736  
 (503) 797-1742  
<http://www.oregonmetro.gov/drc>

-  Area to be annexed
-  Taxlots
-  Metro District Boundary

1:7,500



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**STAFF REPORT**

IN CONSIDERATION OF ORDINANCE NO. 15-1355, FOR THE PURPOSE OF ANNEXING TO THE METRO DISTRICT BOUNDARY APPROXIMATELY 27.9 ACRES LOCATED NORTH AND SOUTH OF NW BRUGGER ROAD IN THE NORTH BETHANY AREA OF WASHINGTON COUNTY

Date: June 30, 2015

Prepared by: Tim O'Brien, Principal  
Regional Planner, Ext. 1840

**BACKGROUND**

CASE: AN-0215, Annexation to Metro District Boundary

PETITIONER: West Hills Development  
735 SW 158<sup>th</sup> Avenue  
Beaverton, OR 97006

PROPOSAL: The petitioner requests annexation of four parcels to the Metro District boundary. The applicant is currently in the process of annexing the subject property to the necessary service districts in Washington County.

LOCATION: The parcels are located along NW Brugger Road in the North Bethany Area of Washington County and total 27.9 acres in size. A map of the area can be seen in Attachment 1.

ZONING: The property is zoned for residential use (R-6 NB, R-15 NB and R-24 NB) and institutional (INST NB) by Washington County.

The land was added to the UGB in 2002 and is part of the North Bethany Subarea Plan that was adopted by Washington County. The land must be annexed into the Metro District for urbanization to occur.

**APPLICABLE REVIEW CRITERIA**

The criteria for an expedited annexation to the Metro District Boundary are contained in Metro Code Section 3.09.070.

*3.09.070 Changes to Metro's Boundary*

*(E) The following criteria shall apply in lieu of the criteria set forth in subsection (d) of section 3.09.050. The Metro Council's final decision on a boundary change shall include findings and conclusions to demonstrate that:*

- 1. The affected territory lies within the UGB;*

**Staff Response:**

The subject parcel was brought into the UGB in 2002 through the Metro Council's adoption of Ordinance No. 02-987A.

- 2. The territory is subject to measures that prevent urbanization until the territory is annexed to a city or to service districts that will provide necessary urban services; and*

Staff Response:

The conditions of approval for Ordinance No. 02-987A include a requirement that Washington County apply interim protection measures for areas added to the UGB as outlined in Urban Growth Management Functional Plan Title 11: Planning for New Urban Areas. Title 11 requires that new urban areas be annexed into the Metro District Boundary prior to urbanization of the area. Washington County also requires the land to be annexed into the appropriate sanitary sewer, water, park and road service districts prior to urbanization occurring. The applicant is currently moving forward with the necessary annexation requirements with Washington County. These measures ensured that urbanization would occur only after annexation to the necessary service districts is completed.

3. *The proposed change is consistent with any applicable cooperative or urban service agreements adopted pursuant to ORS Chapter 195 and any concept plan.*

Staff Response:

The property proposed for annexation is part of Washington County's North Bethany County Service District, established by the County Board of Commissioners on June 7, 2011. The proposed annexation is consistent with that agreement and is required by Washington County as part of a land use application. The inclusion of the property within the Metro District is consistent with all applicable plans.

## **ANALYSIS/INFORMATION**

**Known Opposition:** There is no known opposition to this application.

**Legal Antecedents:** Metro Code 3.09.070 allows for annexation to the Metro District boundary.

**Anticipated Effects:** This amendment will add approximately 27.9 acres to the Metro District. The land is currently within the UGB in unincorporated Washington County. Approval of this request will allow for the urbanization of the parcels to occur consistent with the North Bethany Subarea Plan.

**Budget Impacts:** The applicant was required to file an application fee to cover all costs of processing this annexation request, thus there is no budget impact.

## **RECOMMENDED ACTION**

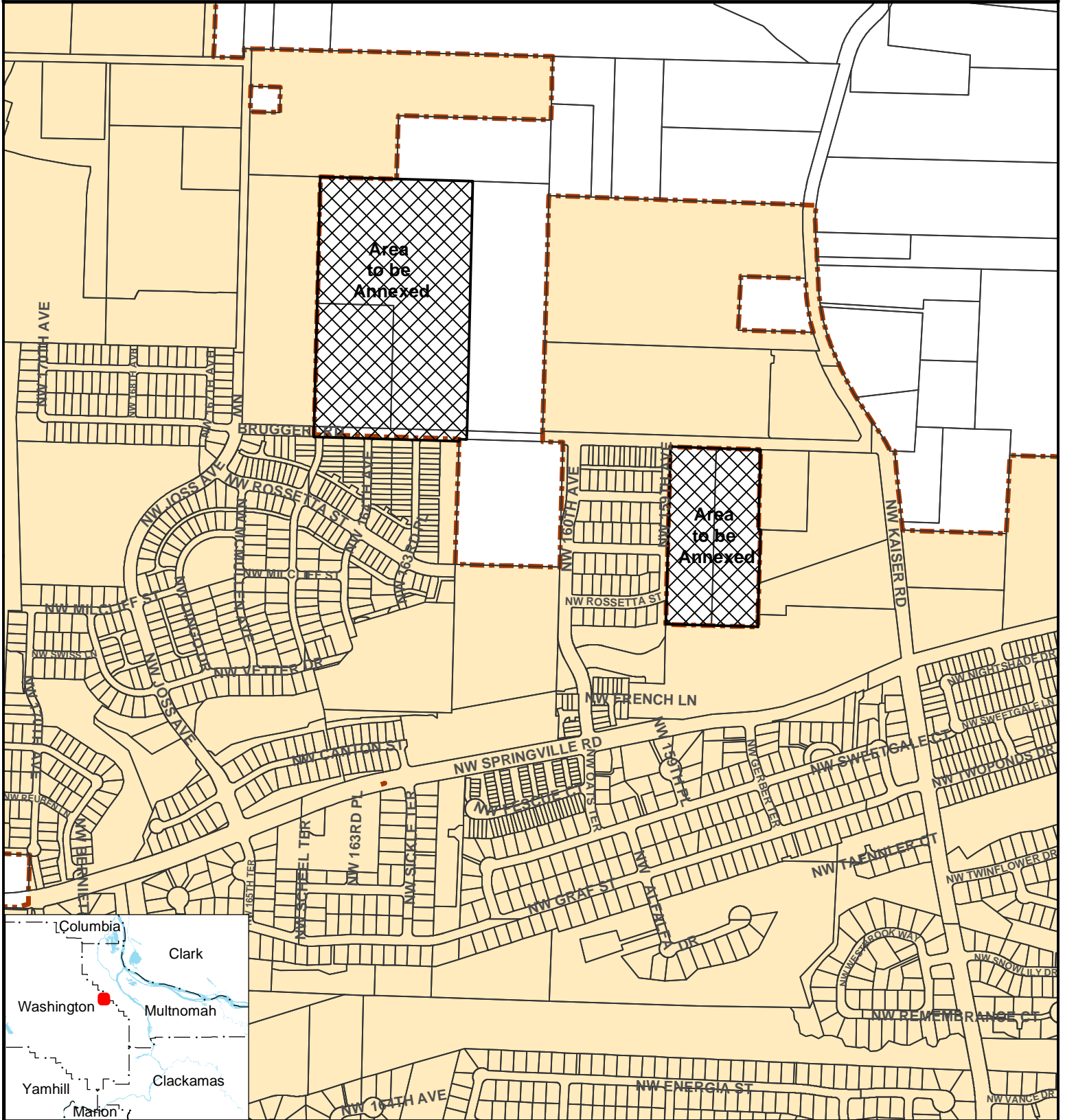
Staff recommends adoption of Ordinance No. 15-1355.

# Proposal No. AN-0215




1N1W17

Annexation to the Metro District Boundary

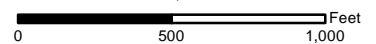
Washington County



Proposal No. AN-0215 Metro District Boundary

-  Area to be annexed
-  Taxlots
-  Metro District Boundary

1:7,500



Research Center  
 600 NE Grand Ave  
 Portland, OR 97232-2736  
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Agenda Item No. 4.2

**Ordinance No. 15-1356**, For the Purpose of Approving  
Tonnage Cap Adjustments and Authorizing the Chief Operating  
Officer to Issue Modified Franchises for Privately-Owned  
Transfer Stations

*Ordinances (First Read)*

Metro Council Meeting  
Thursday, July 16, 2015  
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING	)	ORDINANCE NO. 15-1356
THE CHIEF OPERATING OFFICER TO	)	
ISSUE AMENDED FRANCHISES FOR	)	Introduced by Chief Operating Officer
PRIVATELY OWNED TRANSFER	)	Martha Bennett in concurrence with
STATIONS	)	Council President Tom Hughes

WHEREAS, Metro Code Section 5.01.070(a)(2) stipulates that a Metro Solid Waste Facility Franchise shall be required for the person owning or controlling a facility that operates a transfer station; and

WHEREAS, Metro has issued Metro Solid Waste Facility Franchises to Pride Recycling, Troutdale Transfer Station, Willamette Resources, Inc., and Forest Grove Transfer Station, all of which expire on December 31, 2015; and

WHEREAS, Metro Code Section 5.01.073(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, extension of the franchises for up to one year will maintain continuity in the transfer station system if the solid waste facility configuration project is not completed by 2015; and

WHEREAS, disposal of putrescible solid waste in the region has increased regionally beginning in 2014; and

WHEREAS, amendment of the franchises to grant a tonnage increase will benefit the solid waste system by promoting system efficiency and continuity; and

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

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

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The transfer station franchise amendments are approved subject to the terms, conditions, and limitations contained in Exhibits A, B, C, and D.
2. The Chief Operating Officer is authorized to issue modified franchises in a form substantially similar to the ones attached as Exhibits A, B, C, and D.

3. The Chief Operating Office is authorized to increase tonnage and extend the term of the franchises as set forth in the attached exhibits.

ADOPTED by the Metro Council this 23rd day of July 2015.

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Tom Hughes, Council President

Attest:

Approved as to Form:

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Alexandra Eldridge, Recording Secretary

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Alison R. Kean, Metro Attorney

WJ:bjl  
M:\rem\regaff\confidential\johnson\Facilities\WRI\Franchise\F-005-08E\Ordinance 15-1356.docx  
Queue

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232-2736  
 TEL 503-797-1650 | FAX 503-813-7544



**METRO**

## SOLID WASTE FACILITY FRANCHISE No. F-002-08D

<p><b>FRANCHISEE:</b></p> <p>Pride Recycling Company                  PO Box 1150                  Sherwood, Oregon 97140                  Tel. (503) 625-0725                  Fax. (503) 625-6179</p>	<p><b>FACILITY NAME AND LOCATION:</b></p> <p>Pride Recycling Company                  13910 SW Tualatin-Sherwood Road                  Sherwood, Oregon 97140                  Tel. (503) 625-0725                  Fax. (503) 625-6179</p>
<p><b>OPERATOR:</b></p> <p>Pride Recycling Company                  13910 SW Tualatin-Sherwood Road                  Sherwood, Oregon 97140                  Tel. (503) 625-0725                  Fax. (503) 625-6179</p>	<p><b>PROPERTY OWNER:</b></p> <p>Mike and Cindy Leichner                  PO Box 1150                  Sherwood, Oregon 97140                  Tel. (503) 625-0725                  Fax. (503) 625-6179</p>

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-002-08C. 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

Paul Slyman,  
 Property and Environmental Services Director  
 \_\_\_\_\_  
 Print name and title

\_\_\_\_\_  
 Print name and title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date





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<b>1.0</b>	<b>ISSUANCE</b>	
<b>1.1</b>	<b>Franchisee</b>	Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179
<b>1.2</b>	<b>Corporate affiliation</b>	Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179
<b>1.3</b>	<b>Contact</b>	Mike Leichner, Tel. (503) 625-0725 Fax. (503) 625-6179 e-mail: mike@pridedisposal.com
<b>1.4</b>	<b>Franchise number</b>	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-002-08D.
<b>1.5</b>	<b>Term</b>	<ol style="list-style-type: none"><li>1. The term commences on January 1, 2009, and shall terminate on December 31, 2015, unless amended, modified, suspended, or revoked as provided in this franchise.</li><li>2. At any time during the term of this franchise, Metro's Chief Operating Officer (the "COO") may extend the term of the franchise up to an additional 12 months to terminate no later than December 31, 2016.</li></ol>
<b>1.6</b>	<b>Renewal</b>	The Franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
<b>1.7</b>	<b>Facility name and mailing address</b>	Pride Recycling Company PO Box 1150 Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179
<b>1.8</b>	<b>Operator</b>	Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179



<b>1.9</b>	<b>Facility premises description</b>	Tax Lot Identification No. 2S128C000101 and No. 2S128C000105, City of Sherwood, Washington County, State of Oregon
<b>1.10</b>	<b>Property owner</b>	Mike and Cindy Leichner PO Box 1150 Sherwood, Oregon 97140 Tel. (503) 625-0725 Fax. (503) 625-6179
<b>1.11</b>	<b>Permission to operate</b>	Franchisee warrants that it has obtained the property owner's consent to operate the facility as specified in this franchise.

<b>2.0</b>	<b>CONDITIONS AND DISCLAIMERS</b>	
<b>2.1</b>	<b>Guarantees</b>	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.
<b>2.2</b>	<b>Non-exclusive franchise</b>	This franchise shall not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
<b>2.3</b>	<b>Property rights</b>	This franchise does not convey any property rights in either real or personal property.
<b>2.4</b>	<b>Amendment and modification</b>	Except as provided in Section 11.0 of this franchise, no amendment or modification shall be effective unless approved by the Metro Council.
<b>2.5</b>	<b>No recourse</b>	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.
<b>2.6</b>	<b>Indemnification</b>	The Franchisee shall indemnify Metro, the Council, 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.



<b>2.7</b>	<b>Binding nature</b>	This franchise is binding on the Franchisee. The Franchisee is liable for all acts and omissions of the Franchisee's contractors and agents.
<b>2.8</b>	<b>Waivers</b>	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.
<b>2.9</b>	<b>Effect of waiver</b>	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.
<b>2.10</b>	<b>Choice of law</b>	The franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
<b>2.11</b>	<b>Enforceability</b>	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.
<b>2.12</b>	<b>Franchise not a waiver</b>	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.
<b>2.13</b>	<b>Franchise not limiting</b>	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
<b>2.14</b>	<b>Definitions</b>	Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.

<b>3.0</b>	<b>AUTHORIZATIONS</b>	
<b>3.1</b>	<b>Purpose</b>	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.
<b>3.2</b>	<b>General conditions on solid waste</b>	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.



<b>3.3</b>	<b>General conditions on activities</b>	The Franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
<b>3.4</b>	<b>Acceptance and management of putrescible solid waste</b>	<ol style="list-style-type: none"><li>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 waste for material recovery.</li><li>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.</li><li>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.</li></ol>
<b>3.5</b>	<b>Acceptance and management of mixed non-putrescible solid waste</b>	<ol style="list-style-type: none"><li>1. The Franchisee is authorized to accept mixed non-putrescible solid waste for material recovery.</li><li>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.</li><li>3. The Franchisee is authorized to accept mixed non-putrescible waste from all customers including public self-haul.</li></ol>
<b>3.6</b>	<b>Material recovery required</b>	<ol style="list-style-type: none"><li>1. The Franchisee shall perform material recovery on mixed non-putrescible wastes. The Franchisee shall ensure that the facility is designed and operated to assure materials are recovered in a timely manner and to protect the quality of non-putrescible waste that has not yet undergone material recovery. The Franchisee must perform recovery at no less than the minimum level stipulated in Metro Code Chapter 5.01.</li><li>2. The Franchisee shall take quarterly samples of processing residual that are statistically valid and representative of the facility's residual. Each sample required by this section shall weigh at least 300 pounds.</li></ol>



<b>3.7</b>	<b>Management of processing residual from material recovery</b>	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.
<b>3.8</b>	<b>Acceptance of source-separated recyclable materials</b>	<ol style="list-style-type: none"><li>1. The Franchisee shall provide a place for collecting source-separated recyclable materials on the facility premises.</li><li>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.</li></ol>
<b>3.9</b>	<b>Acceptance of yard debris</b>	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.
<b>3.10</b>	<b>Acceptance of source-separated food waste</b>	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.
<b>3.11</b>	<b>Acceptance of untreated wood</b>	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.
<b>3.12</b>	<b>Acceptance of painted and treated wood</b>	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 purposes as described in an operating plan and approved in writing by the COO. The Franchisee shall not use or incorporate 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.



3.13	<b>Acceptance of electronics devices</b>	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).
3.14	<b>Acceptance of inert material</b>	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.

4.0	<b>LIMITATIONS AND PROHIBITIONS</b>	
4.1	<b>Purpose</b>	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
4.2	<b>Tonnage authorization</b>	<ol style="list-style-type: none"> <li>1. The Franchisee is authorized to accept up to 73,500 tons of putrescible waste generated inside the Metro region within each calendar year.</li> <li>2. The Franchisee shall not accept solid waste generated outside the Metro region if to do so would limit the Franchisee from accepting 73,500 tons of putrescible waste, or any non-putrescible waste, generated inside the Metro region.</li> </ol>
4.3	<b>Tonnage authorization growth allowance</b>	Effective January 1, 2016, the COO may amend Section 4.2 of this franchise to increase the calendar year tonnage authorization by up to an additional five percent if the COO determines that there is a sufficient public benefit and available tonnage forecasted to granting such an increase.
4.4	<b>Prohibited waste</b>	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.
4.5	<b>Prohibition on mixing</b>	<ol style="list-style-type: none"> <li>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</li> </ol>



		<p>disposal.</p> <p>2. The Franchisee shall not mix or commingle putrescible 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>
4.6	<b>Prohibition of size reduction on non-putrescible waste</b>	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.
4.7	<b>No disposal of recyclable materials</b>	The Franchisee shall not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.8	<b>Composting prohibited</b>	The Franchisee shall not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.9	<b>Limits not exclusive</b>	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.

<b>5.0</b>	<b>OPERATING CONDITIONS</b>	
5.1	<b>Purpose and general performance goals</b>	<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> <p>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.</p> <p>b) Health and safety. The Franchisee shall design and</p>





		<p>operate the facility to preclude the creation of conditions that may degrade public health and safety including, but not limited to, fires, vectors, 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>
<b>5.2</b>	<b>Qualified operator</b>	<ol style="list-style-type: none"><li>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.</li><li>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.</li><li>3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.</li></ol>
<b>5.3</b>	<b>Fire prevention</b>	<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>
<b>5.4</b>	<b>Adequate vehicle accommodation</b>	<p>The Franchisee shall:</p> <ol style="list-style-type: none"><li>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.</li><li>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.</li><li>c) Post signs to inform customers not to queue on public roadways.</li><li>d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.</li></ol>



<b>5.5</b>	<b>Managing prohibited wastes</b>	<ol style="list-style-type: none"><li>1. The Franchisee shall reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when unknowingly received.</li><li>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"><li>a) Visual inspection. As each load is tipped, a qualified operator shall visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.</li><li>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.</li><li>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.</li></ol></li><li>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.</li></ol>
<b>5.6</b>	<b>Storage and exterior stockpiles</b>	<p>The Franchisee shall:</p> <ol style="list-style-type: none"><li>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;</li><li>b) Maintain storage areas in an orderly manner and keep the areas free of litter;</li><li>c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; and</li><li>d) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).</li></ol>
<b>5.7</b>	<b>Dust, airborne debris and litter</b>	<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"><li>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;</li><li>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;</li><li>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;</li><li>d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;</li><li>e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; and</li><li>f) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, shall be permitted access to the premises of the facility for the purpose of making contact with individuals they have observed transporting uncovered loads of solid waste or recyclable materials on a public road right-of-way in violation of Section 5.09.040 of the Metro Code.</li></ul>
<b>5.8</b>	<b>Odor</b>	<ul style="list-style-type: none"><li>1. The Franchisee shall operate the facility in a manner that prevents the generation of odors that are detectable off-site.</li><li>2. The Franchisee shall establish and follow procedures in the operating plan for minimizing odor at the facility.</li></ul>
<b>5.9</b>	<b>Vectors (e.g. birds, rodents, insects)</b>	<ul style="list-style-type: none"><li>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 or indirectly, infectious diseases to humans or from one person or animal to another.</li><li>2. If vectors are present or detected at the facility, the Franchisee shall implement vector control measures.</li></ul>
<b>5.10</b>	<b>Noise</b>	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.
<b>5.11</b>	<b>Water contaminated by solid waste and solid waste leachate</b>	<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"><li>a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; and</li><li>b) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.</li></ul>
<b>5.12</b>	<b>Access control</b>	<ul style="list-style-type: none"><li>1. The Franchisee shall control access to the facility as necessary to prevent unauthorized entry and dumping.</li><li>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.</li></ul>
<b>5.13</b>	<b>Signage</b>	<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"><li>a) Name of the facility;</li><li>b) Address of the facility;</li><li>c) Emergency telephone number for the facility;</li><li>d) Operating hours during which the facility is open for the receipt of authorized waste;</li><li>e) Fees and charges;</li><li>f) Metro's name and telephone number (503) 234-3000;</li><li>g) A list of authorized and prohibited wastes;</li><li>h) Vehicle / traffic flow information or diagram;</li><li>i) Covered load requirements; and</li><li>j) Directions not to queue on public roadways.</li></ul>
<b>5.14</b>	<b>Nuisance complaints</b>	<ul style="list-style-type: none"><li>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.</li></ul>



		<p>2. If the facility receives a complaint, the Franchisee shall:</p> <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul>
5.15	<b>Access to franchise document</b>	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.

<b>6.0</b>	<b>OPERATING PLAN</b>	
6.1	<b>Purpose</b>	This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
6.2	<b>Plan compliance</b>	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	<b>Plan maintenance</b>	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	<b>Access to operating plan</b>	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	<b>Procedures for inspecting loads</b>	<p>The operating plan shall establish:</p> <ul style="list-style-type: none"> <li>a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;</li> <li>b) Procedures for identifying incoming and outgoing loads for waste classifications;</li> <li>c) A set of objective criteria for accepting and rejecting loads; and</li> </ul>



		<p>d) An asbestos testing protocol for all materials that appear to contain friable asbestos.</p>
<b>6.6</b>	<b>Procedures for processing and storage of loads</b>	<p>The operating plan shall establish procedures for:</p> <ul style="list-style-type: none"><li>a) Processing authorized solid wastes;</li><li>b) Reloading and transfer of authorized solid wastes;</li><li>c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;</li><li>d) Storing authorized solid wastes; and</li><li>e) Minimizing storage times and avoiding delay in processing of authorized solid wastes.</li></ul>
<b>6.7</b>	<b>Procedures for managing prohibited wastes</b>	<p>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.</p>
<b>6.8</b>	<b>Procedures for odor prevention</b>	<p>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:</p> <ul style="list-style-type: none"><li>a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; and</li><li>b) 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.</li></ul>
<b>6.9</b>	<b>Procedures for dust prevention</b>	<p>The operating plan shall establish procedures for preventing dust from blowing off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none"><li>a) A management plan that will be used to monitor and manage dust of any derivation; and</li><li>b) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.</li></ul>



<b>6.10</b>	<b>Procedures for emergencies</b>	The operating plan shall establish procedures to be followed in case of fire or other emergency.
<b>6.11</b>	<b>Procedures for nuisance complaints</b>	<ol style="list-style-type: none"> <li>1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the Franchisee shall record:           <ol style="list-style-type: none"> <li>a) The nature of the complaint;</li> <li>b) The date the complaint was received;</li> <li>c) The name, address and telephone number of the person or persons making the complaint; and</li> <li>d) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).</li> </ol> </li> <li>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.</li> </ol>
<b>6.12</b>	<b>Closure protocol</b>	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 5.01.072(c)(3).
<b>6.13</b>	<b>Financial assurance</b>	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.

<b>7.0</b>	<b>FEES AND RATE SETTING</b>	
<b>7.1</b>	<b>Purpose</b>	This section of the franchise specifies fees payable by the Franchisee, and describes rate regulation by Metro.
<b>7.2</b>	<b>Annual fee</b>	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.
<b>7.3</b>	<b>Rates not regulated</b>	The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.
<b>7.4</b>	<b>Metro fee and tax imposed on disposal</b>	The 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.



<b>7.5</b>	<b>Metro community enhancement fee imposed on waste received</b>	Effective July 1, 2015, the Franchisee shall collect and remit to Metro a community enhancement fee, as provided in Metro Code Chapter 5.06, in an amount equal to \$1.00 per ton for all putrescible waste including food waste and residential yard debris mixed with food waste. The Franchisee shall remit the community enhancement fees to Metro on a monthly basis in conjunction with fees remitted in Section 7.4.
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<b>8.0</b>	<b>RECORD KEEPING AND REPORTING</b>	
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<b>8.1</b>	<b>Purpose</b>	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.
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<b>8.2</b>	<b>Reporting requirements</b>	<ol style="list-style-type: none"> <li>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.</li> <li>2. The Franchisee shall keep and maintain complete and accurate records of the following for all transactions: <ol style="list-style-type: none"> <li>a) Ticket Number (should be the same as the ticket number on the weight slips);</li> <li>b) Customer account numbers identifying incoming customers and outgoing destinations;</li> <li>c) Description whether the load was incoming to the facility or outgoing from the facility;</li> <li>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 materials by type; (5) outgoing non-putrescible waste; (6) outgoing putrescible waste;</li> <li>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: <ol style="list-style-type: none"> <li>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.</li> </ol> </li> </ol> </li> </ol>
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		<p>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> <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>
<b>8.3</b>	<b>Record transmittals</b>	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.
<b>8.4</b>	<b>Material recovery reporting</b>	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.
<b>8.5</b>	<b>Account number listing</b>	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.
<b>8.6</b>	<b>Transactions based on scale weights</b>	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.
<b>8.7</b>	<b>DEQ submittals</b>	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.
<b>8.8</b>	<b>Copies of enforcement actions provided to Metro</b>	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.



<b>8.9</b>	<b>Unusual occurrences</b>	<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ol>
<b>8.10</b>	<b>Changes in ownership</b>	<ol style="list-style-type: none"> <li>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.</li> <li>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 5.01.076.</li> </ol>

<b>9.0</b>	<b>INSURANCE REQUIREMENTS</b>	
<b>9.1</b>	<b>Purpose</b>	<p>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.</p>
<b>9.2</b>	<b>General liability</b>	<p>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.</p>



<b>9.3</b>	<b>Automobile</b>	The Franchisee shall carry automobile bodily injury and property damage liability insurance.
<b>9.4</b>	<b>Coverage</b>	Insurance coverage shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.
<b>9.5</b>	<b>Additional insureds</b>	Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS.
<b>9.6</b>	<b>Worker's Compensation Insurance</b>	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.
<b>9.7</b>	<b>Notification</b>	The Franchisee shall give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

<b>10.0</b>	<b>ENFORCEMENT</b>	
<b>10.1</b>	<b>Generally</b>	Enforcement of this franchise shall be as specified in Metro Code Chapter 5.01.
<b>10.2</b>	<b>Authority vested in Metro</b>	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.
<b>10.3</b>	<b>No enforcement limitations</b>	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.



<b>10.4</b>	<b>Penalties</b>	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.
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<b>11.0</b>	<b>AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION</b>	
<b>11.1</b>	<b>Amendment by agreement</b>	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.
<b>11.2</b>	<b>Amendment by Metro Council action</b>	<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"> <li>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</li> <li>b) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance.</li> </ul> <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 Franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
<b>11.3</b>	<b>Modification, suspension or revocation by Metro for cause</b>	<p>In addition to the modifications authorized by Sections 1.5 and 4.3 of this franchise, 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"> <li>a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;</li> <li>b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;</li> <li>c) Failure to disclose fully all relevant facts;</li> <li>d) A significant release into the environment from the facility;</li> </ul>



		<ul style="list-style-type: none"> <li>e) Significant change in the character of solid waste received or in the operation of the facility;</li> <li>f) Any change in ownership or control;</li> <li>g) A request from the local government stemming from impacts resulting from facility operations; and</li> <li>h) Compliance history of the Franchisee.</li> </ul>
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<b>12.0</b>	<b>GENERAL OBLIGATIONS</b>	
<b>12.1</b>	<b>Compliance with law</b>	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.
<b>12.2</b>	<b>Deliver waste to appropriate destinations</b>	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.
<b>12.3</b>	<b>Right of inspection and audit</b>	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



		<p>the operation of the facility.</p> <p>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:</p> <ul style="list-style-type: none"> <li>a) Access to all areas where it generates, manages, stores, and reloads processing residual, including without limitation to transfer vehicles;</li> <li>b) Access to facility personnel and equipment to collect, segregate, contain, and weigh individual samples of processing residual; and</li> <li>c) 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.</li> </ul>
<p><b>12.4</b></p>	<p><b>Confidential information</b></p>	<p>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. 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</p>



		continue to treat such information as confidential and make good faith efforts not to disclose such information
<b>12.5</b>	<b>Compliance by agents</b>	The Franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise.



**METRO**

# SOLID WASTE FACILITY FRANCHISE

## No. F-001-08E

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

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-001-08D. 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

Paul Slyman,  
 Property and Environmental Services Director  
 \_\_\_\_\_  
 Print name and title

\_\_\_\_\_  
 Print name and title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date





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<b>1.0</b>	<b>ISSUANCE</b>	
<b>1.1</b>	<b>Franchisee</b>	Waste Management of Oregon, Inc. 869 NW Eastwind Drive Troutdale, Oregon 97060 Tel. (503) 640-9427 Fax. (503) 648-3942
<b>1.2</b>	<b>Corporate affiliation</b>	Waste Management, Inc. 1001 Fannin, Suite 4000 Houston, Texas 77002
<b>1.3</b>	<b>Contact</b>	William Carr Phone: (541) 454-3307 e-mail: <a href="mailto:wcarr@wm.com">wcarr@wm.com</a>
<b>1.4</b>	<b>Franchise number</b>	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-001-08E.
<b>1.5</b>	<b>Term</b>	<ol style="list-style-type: none"><li>1. The term commences on January 1, 2009, and shall terminate on December 31, 2015, unless amended, modified, suspended, or revoked as provided in this franchise.</li><li>2. At any time during the term of this franchise, Metro's Chief Operating Officer (the "COO") may extend the term of the franchise up to an additional 12 months to terminate no later than December 31, 2016.</li></ol>
<b>1.6</b>	<b>Renewal</b>	The Franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
<b>1.7</b>	<b>Facility name and mailing address</b>	Troutdale Transfer Station 869 NW Eastwind Drive Troutdale, Oregon 97060 Tel. (503) 667-5264 Fax. (503) 667-6237
<b>1.8</b>	<b>Operator</b>	Waste Management of Oregon, Inc. 3205 SE Minter Bridge Road Hillsboro, Oregon 97123 Tel. (503) 640-9427 Fax. (503) 648-3942
<b>1.9</b>	<b>Facility premises description</b>	Tax Lot Identification No. 1N3E27A -00103, City of Troutdale, Multnomah County, State of Oregon



<b>1.10</b>	<b>Property owner</b>	TDK Corp. 333 NE 3rd Gresham, Oregon 97030 Tel. (503) 665-3860
<b>1.11</b>	<b>Permission to operate</b>	Franchisee warrants that it has obtained the property owner's consent to operate the facility as specified in this franchise.

<b>2.0</b>	<b>CONDITIONS AND DISCLAIMERS</b>	
<b>2.1</b>	<b>Guarantees</b>	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.
<b>2.2</b>	<b>Non-exclusive franchise</b>	This franchise shall not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
<b>2.3</b>	<b>Property rights</b>	This franchise does not convey any property rights in either real or personal property.
<b>2.4</b>	<b>Amendment and modification</b>	Except as provided in Section 11.0 of this franchise, no amendment or modification shall be effective unless approved by the Metro Council.
<b>2.5</b>	<b>No recourse</b>	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.
<b>2.6</b>	<b>Indemnification</b>	The Franchisee shall indemnify Metro, 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.
<b>2.7</b>	<b>Binding nature</b>	This franchise is binding on the Franchisee. The Franchisee is liable for all acts and omissions of the Franchisee's contractors and agents.
<b>2.8</b>	<b>Waivers</b>	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.
<b>2.9</b>	<b>Effect of waiver</b>	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.
<b>2.10</b>	<b>Choice of law</b>	The franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
<b>2.11</b>	<b>Enforceability</b>	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.
<b>2.12</b>	<b>Franchise not a waiver</b>	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.
<b>2.13</b>	<b>Franchise not limiting</b>	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
<b>2.14</b>	<b>Definitions</b>	Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.

<b>3.0</b>	<b>AUTHORIZATIONS</b>	
<b>3.1</b>	<b>Purpose</b>	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.
<b>3.2</b>	<b>General conditions on solid waste</b>	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.
<b>3.3</b>	<b>General conditions on activities</b>	The Franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.



<b>3.4</b>	<b>Acceptance and management of putrescible solid waste</b>	<ol style="list-style-type: none"><li>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 waste for material recovery.</li><li>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.</li><li>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.</li></ol>
<b>3.5</b>	<b>Acceptance and management of mixed non-putrescible solid waste</b>	<ol style="list-style-type: none"><li>1. The Franchisee is authorized to accept mixed non-putrescible solid waste for material recovery.</li><li>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.</li><li>3. The Franchisee is authorized to accept mixed non-putrescible waste from all customers including public self-haul.</li></ol>
<b>3.6</b>	<b>Material recovery required</b>	<ol style="list-style-type: none"><li>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.</li><li>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.</li><li>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</li></ol>



		residual. Each sample required by this section shall weigh at least 300 pounds.
<b>3.7</b>	<b>Management of processing residual from material recovery</b>	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.
<b>3.8</b>	<b>Acceptance of source-separated recyclable materials</b>	<ol style="list-style-type: none"><li>1. The Franchisee shall provide a place for collecting source-separated recyclable materials on the facility premises.</li><li>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.</li></ol>
<b>3.9</b>	<b>Acceptance of yard debris</b>	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.
<b>3.10</b>	<b>Acceptance of source-separated food waste</b>	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.
<b>3.11</b>	<b>Acceptance of untreated wood</b>	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.
<b>3.12</b>	<b>Acceptance of painted and treated wood</b>	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 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.
<b>3.13</b>	<b>Acceptance of electronics devices</b>	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).
<b>3.14</b>	<b>Acceptance of inert material</b>	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.

<b>4.0</b>	<b>LIMITATIONS AND PROHIBITIONS</b>	
<b>4.1</b>	<b>Purpose</b>	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
<b>4.2</b>	<b>Tonnage authorization</b>	<ol style="list-style-type: none"> <li>1. The Franchisee is authorized to accept up to 73,500 tons of putrescible waste generated inside the Metro region within each calendar year.</li> <li>2. The Franchisee shall not accept solid waste generated outside the Metro region if to do so would limit the Franchisee from accepting 73,500 tons of putrescible waste, or any non-putrescible waste, generated inside the Metro region.</li> </ol>
<b>4.3</b>	<b>Tonnage authorization growth allowance</b>	Effective January 1, 2016, the COO may amend Section 4.2 of this franchise to increase the calendar year tonnage authorization by up to an additional five percent if the COO determines that there is a sufficient public benefit and available tonnage forecasted to granting such an increase.
<b>4.4</b>	<b>Prohibited waste</b>	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.
4.5	<b>Prohibition on mixing</b>	<ol style="list-style-type: none"> <li>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.</li> <li>2. The Franchisee shall not mix or commingle putrescible solid waste with non-putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.</li> <li>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.</li> </ol>
4.6	<b>Prohibition of size reduction on non-putrescible waste</b>	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.
4.7	<b>No disposal of recyclable materials</b>	The Franchisee shall not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.8	<b>Composting prohibited</b>	The Franchisee shall not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.9	<b>Limits not exclusive</b>	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.

<b>5.0</b>	<b>OPERATING CONDITIONS</b>	
5.1	<b>Purpose and general performance goals</b>	<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> <ol style="list-style-type: none"> <li>a) Environment. The Franchisee shall design and operate the facility to preclude the creation of undue</li> </ol>





		<p>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.</p> <p>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, 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>
<b>5.2</b>	<b>Qualified operator</b>	<ol style="list-style-type: none"><li>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.</li><li>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.</li><li>3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.</li></ol>
<b>5.3</b>	<b>Fire prevention</b>	<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>
<b>5.4</b>	<b>Adequate vehicle accommodation</b>	<p>The Franchisee shall:</p> <ol style="list-style-type: none"><li>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.</li><li>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.</li></ol>



		<ul style="list-style-type: none"><li>c) Post signs to inform customers not to queue on public roadways.</li><li>d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.</li></ul>
<b>5.5</b>	<b>Managing prohibited wastes</b>	<ul style="list-style-type: none"><li>1. The Franchisee shall reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when unknowingly received.</li><li>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:<ul style="list-style-type: none"><li>a) Visual inspection. As each load is tipped, a qualified operator shall visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.</li><li>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.</li><li>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.</li></ul></li><li>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.</li></ul>
<b>5.6</b>	<b>Storage and exterior stockpiles</b>	<p>The Franchisee shall:</p> <ul style="list-style-type: none"><li>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;</li><li>b) Maintain storage areas in an orderly manner and keep the areas free of litter;</li><li>c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan;</li></ul>



		and d) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).
<b>5.7</b>	<b>Dust, airborne debris and litter</b>	<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"><li>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;</li><li>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;</li><li>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;</li><li>d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;</li><li>e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; and</li><li>f) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, shall be permitted access to the premises of the facility for the purpose of making contact with individuals they have observed transporting uncovered loads of solid waste or recyclable materials on a public road right-of-way in violation of Section 5.09.040 of the Metro Code.</li></ul>
<b>5.8</b>	<b>Odor</b>	<ol style="list-style-type: none"><li>1. The Franchisee shall operate the facility in a manner that prevents the generation of odors that are detectable off-site.</li><li>2. The Franchisee shall establish and follow procedures in</li></ol>



		the operating plan for minimizing odor at the facility.
<b>5.9</b>	<b>Vectors (e.g. birds, rodents, insects)</b>	<ol style="list-style-type: none"><li>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 or indirectly, infectious diseases to humans or from one person or animal to another.</li><li>2. If vectors are present or detected at the facility, the Franchisee shall implement vector control measures.</li></ol>
<b>5.10</b>	<b>Noise</b>	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.
<b>5.11</b>	<b>Water contaminated by solid waste and solid waste leachate</b>	<p>The Franchisee shall operate the facility consistent with an approved DEQ stormwater management plan or equivalent and shall:</p> <ol style="list-style-type: none"><li>a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; and</li><li>b) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.</li></ol>
<b>5.12</b>	<b>Access control</b>	<ol style="list-style-type: none"><li>1. The Franchisee shall control access to the facility as necessary to prevent unauthorized entry and dumping.</li><li>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.</li></ol>
<b>5.13</b>	<b>Signage</b>	<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> <ol style="list-style-type: none"><li>a) Name of the facility;</li><li>b) Address of the facility;</li><li>c) Emergency telephone number for the facility;</li><li>d) Operating hours during which the facility is open for the receipt of authorized waste;</li><li>e) Fees and charges;</li><li>f) Metro's name and telephone number (503) 234-3000;</li></ol>



		<ul style="list-style-type: none"> <li>g) A list of authorized and prohibited wastes;</li> <li>h) Vehicle / traffic flow information or diagram;</li> <li>i) Covered load requirements; and</li> <li>j) Directions not to queue on public roadways.</li> </ul>
<b>5.14</b>	<b>Nuisance complaints</b>	<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"> <li>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</li> <li>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.</li> </ul>
<b>5.15</b>	<b>Access to franchise document</b>	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.

<b>6.0</b>	<b>OPERATING PLAN</b>	
<b>6.1</b>	<b>Purpose</b>	This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
<b>6.2</b>	<b>Plan compliance</b>	The 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.
<b>6.3</b>	<b>Plan maintenance</b>	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.
<b>6.4</b>	<b>Access to operating plan</b>	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.
<b>6.5</b>	<b>Procedures for inspecting loads</b>	The operating plan shall establish: <ul style="list-style-type: none"><li>a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;</li><li>b) Procedures for identifying incoming and outgoing loads for waste classifications;</li><li>c) A set of objective criteria for accepting and rejecting loads; and</li><li>d) An asbestos testing protocol for all materials that appear to contain friable asbestos.</li></ul>
<b>6.6</b>	<b>Procedures for processing and storage of loads</b>	The operating plan shall establish procedures for: <ul style="list-style-type: none"><li>a) Processing authorized solid wastes;</li><li>b) Reloading and transfer of authorized solid wastes;</li><li>c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;</li><li>d) Storing authorized solid wastes; and</li><li>e) Minimizing storage times and avoiding delay in processing of authorized solid wastes.</li></ul>
<b>6.7</b>	<b>Procedures for managing prohibited wastes</b>	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.
<b>6.8</b>	<b>Procedures for odor prevention</b>	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"><li>a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; and</li><li>b) Procedures for receiving and recording odor</li></ul>



		complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.
<b>6.9</b>	<b>Procedures for dust prevention</b>	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"><li>a) A management plan that will be used to monitor and manage dust of any derivation; and</li><li>b) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.</li></ul>
<b>6.10</b>	<b>Procedures for emergencies</b>	The operating plan shall establish procedures to be followed in case of fire or other emergency.
<b>6.11</b>	<b>Procedures for nuisance complaints</b>	<ol style="list-style-type: none"><li>1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the Franchisee shall record: <ul style="list-style-type: none"><li>a) The nature of the complaint;</li><li>b) The date the complaint was received;</li><li>c) The name, address and telephone number of the person or persons making the complaint; and</li><li>d) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).</li></ul></li><li>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.</li></ol>
<b>6.12</b>	<b>Closure protocol</b>	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 5.01.072(c)(3).
<b>6.13</b>	<b>Financial assurance</b>	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.



<b>7.0 FEES AND RATE SETTING</b>		
<b>7.1</b>	<b>Purpose</b>	This section of the franchise specifies fees payable by the Franchisee, and describes rate regulation by Metro.
<b>7.2</b>	<b>Annual fee</b>	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.
<b>7.3</b>	<b>Rates not regulated</b>	The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.
<b>7.4</b>	<b>Metro fee and tax imposed on disposal</b>	The 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.
<b>7.5</b>	<b>Metro community enhancement fee imposed on waste received</b>	Effective July 1, 2015, the Franchisee shall collect and remit to Metro a community enhancement fee, as provided in Metro Code Chapter 5.06, in an amount equal to \$1.00 per ton for all putrescible waste including food waste and residential yard debris mixed with food waste. The Franchisee shall remit the community enhancement fees to Metro on a monthly basis in conjunction with fees remitted in Section 7.4.

<b>8.0 RECORD KEEPING AND REPORTING</b>		
<b>8.1</b>	<b>Purpose</b>	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.
<b>8.2</b>	<b>Reporting requirements</b>	<ol style="list-style-type: none"><li>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.</li><li>2. The Franchisee shall keep and maintain complete and accurate records of the following for all transactions:<ol style="list-style-type: none"><li>a) Ticket Number (should be the same as the ticket number on the weight slips);</li><li>b) Customer account numbers identifying incoming customers and outgoing destinations;</li><li>c) Description whether the load was incoming to the</li></ol></li></ol>





		<p>facility or outgoing from the facility;</p> <p>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 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"><li>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.</li><li>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).</li></ul> <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>
<b>8.3</b>	<b>Record transmittals</b>	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.
<b>8.4</b>	<b>Material recovery reporting</b>	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.
<b>8.5</b>	<b>Account number listing</b>	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.
<b>8.6</b>	<b>Transactions based on scale weights</b>	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.
<b>8.7</b>	<b>DEQ submittals</b>	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.
<b>8.8</b>	<b>Copies of enforcement actions provided to Metro</b>	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.
<b>8.9</b>	<b>Unusual occurrences</b>	<ol style="list-style-type: none"><li>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.</li><li>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.</li><li>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.</li></ol>
<b>8.10</b>	<b>Changes in ownership</b>	<ol style="list-style-type: none"><li>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.</li><li>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</li></ol>



Section 5.01.076.

<b>9.0</b>		<b>INSURANCE REQUIREMENTS</b>
<b>9.1</b>	<b>Purpose</b>	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.
<b>9.2</b>	<b>General liability</b>	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.
<b>9.3</b>	<b>Automobile</b>	The Franchisee shall carry automobile bodily injury and property damage liability insurance.
<b>9.4</b>	<b>Coverage</b>	Insurance coverage shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.
<b>9.5</b>	<b>Additional insureds</b>	Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS.
<b>9.6</b>	<b>Worker's Compensation Insurance</b>	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.
<b>9.7</b>	<b>Notification</b>	The Franchisee shall give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.



<b>10.0</b>	<b>ENFORCEMENT</b>	
<b>10.1</b>	<b>Generally</b>	Enforcement of this franchise shall be as specified in Metro Code Chapter 5.01.
<b>10.2</b>	<b>Authority vested in Metro</b>	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.
<b>10.3</b>	<b>No enforcement limitations</b>	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.
<b>10.4</b>	<b>Penalties</b>	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.

<b>11.0</b>	<b>AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION</b>	
<b>11.1</b>	<b>Amendment by agreement</b>	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.
<b>11.2</b>	<b>Amendment by Metro Council action</b>	Except as provided in Section 11.3, the provisions of this franchise shall remain in effect unless the Metro Council: <ul style="list-style-type: none"> <li>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</li> <li>b) Adopts an ordinance amending this franchise to</li> </ul>



		<p>implement the policy, code or process specified by said ordinance.</p> <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 Franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
<b>11.3</b>	<b>Modification, suspension or revocation by Metro for cause</b>	<p>In addition to the modifications authorized by Sections 1.5 and 4.3 of this franchise, 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"> <li>a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;</li> <li>b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;</li> <li>c) Failure to disclose fully all relevant facts;</li> <li>d) A significant release into the environment from the facility;</li> <li>e) Significant change in the character of solid waste received or in the operation of the facility;</li> <li>f) Any change in ownership or control;</li> <li>g) A request from the local government stemming from impacts resulting from facility operations; and</li> <li>h) Compliance history of the Franchisee.</li> </ul>

<b>12.0</b>	<b>GENERAL OBLIGATIONS</b>	
<b>12.1</b>	<b>Compliance with law</b>	<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</p>



		<p>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>
<b>12.2</b>	<b>Deliver waste to appropriate destinations</b>	<p>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.</p>
<b>12.3</b>	<b>Right of inspection and audit</b>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"><li>a) Access to all areas where it generates, manages, stores, and reloads processing residual, including without limitation to transfer vehicles;</li><li>b) Access to facility personnel and equipment to collect, segregate, contain, and weigh individual samples of processing residual; and</li><li>c) 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.</li></ul>



<b>12.4</b>	<b>Confidential information</b>	<p>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. 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>
<b>12.5</b>	<b>Compliance by agents</b>	<p>The Franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise.</p>



**METRO**

# SOLID WASTE FACILITY FRANCHISE

## No. F-005-08E

<p><b>FRANCHISEE:</b></p> <p>Willamette Resources, Inc.                  10295 SW Ridder Road                  Wilsonville, Oregon 97070                  Tel. (503) 570-0626                  Fax. (503) 570-0523</p>	<p><b>FACILITY NAME AND LOCATION:</b></p> <p>Willamette Resources, Inc.                  10295 SW Ridder Road                  Wilsonville, Oregon 97070                  Tel. (503) 570-0626                  Fax. (503) 570-0523</p>
<p><b>OPERATOR:</b></p> <p>Willamette Resources, Inc.                  10295 SW Ridder Road                  Wilsonville, Oregon 97070                  Tel. (503) 570-0626                  Fax. (503) 570-0523</p>	<p><b>PROPERTY OWNER:</b></p> <p>Willamette Resources, Inc.                  10295 SW Ridder Road                  Wilsonville, Oregon 97070                  Tel. (503) 570-0626                  Fax. (503) 570-0523</p>

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-005-08D. 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

Paul Slyman,  
 Property and Environmental Services Director  
 \_\_\_\_\_  
 Print name and title

\_\_\_\_\_  
 Print name and title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date





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<b>1.0</b>	<b>ISSUANCE</b>	
<b>1.1</b>	<b>Franchisee</b>	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
<b>1.2</b>	<b>Corporate affiliation</b>	Republic Services, Inc. 18500 North Allied Way Phoenix, AZ 85054
<b>1.3</b>	<b>Contact</b>	Jason Jordan, General Manager Phone: (503) 570-0626 <sup>[j1]</sup> e-mail: <a href="mailto:jjordan@republicservices.com">jjordan@republicservices.com</a> <sup>[j2]</sup>
<b>1.4</b>	<b>Franchise number</b>	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-005-08E.
<b>1.5</b>	<b>Term</b>	<ol style="list-style-type: none"><li>1. The term commences on January 1, 2009, and shall terminate on December 31, 2015, unless amended, modified, suspended, or revoked as provided in this franchise.</li><li>2. At any time during the term of this franchise, Metro's Chief Operating Officer (the "COO") may extend the term of the franchise up to an additional 12 months to terminate no later than December 31, 2016.</li></ol>
<b>1.6</b>	<b>Renewal</b>	The Franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
<b>1.7</b>	<b>Facility name and mailing address</b>	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
<b>1.8</b>	<b>Operator</b>	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
<b>1.9</b>	<b>Facility premises description</b>	Tax Lot Identification No. 3S102C001400 and No. 3S102C001500, City of Wilsonville, Washington County, State of Oregon



<b>1.10</b>	<b>Property owner</b>	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
<b>1.11</b>	<b>Permission to operate</b>	The Franchisee is the property owner.

<b>2.0</b>	<b>CONDITIONS AND DISCLAIMERS</b>	
<b>2.1</b>	<b>Guarantees</b>	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.
<b>2.2</b>	<b>Non-exclusive franchise</b>	This franchise shall not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
<b>2.3</b>	<b>Property rights</b>	This franchise does not convey any property rights in either real or personal property.
<b>2.4</b>	<b>Amendment and modification</b>	Except as provided in Section 11.0 of this franchise, no amendment or modification shall be effective unless approved by the Metro Council.
<b>2.5</b>	<b>No recourse</b>	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.
<b>2.6</b>	<b>Indemnification</b>	The Franchisee shall indemnify Metro, the Council, 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.
<b>2.7</b>	<b>Binding nature</b>	This franchise is binding on the Franchisee. The Franchisee is liable for all acts and omissions of the Franchisee's contractors and agents.



<b>2.8</b>	<b>Waivers</b>	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.
<b>2.9</b>	<b>Effect of waiver</b>	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.
<b>2.10</b>	<b>Choice of law</b>	The franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
<b>2.11</b>	<b>Enforceability</b>	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.
<b>2.12</b>	<b>Franchise not a waiver</b>	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.
<b>2.13</b>	<b>Franchise not limiting</b>	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
<b>2.14</b>	<b>Definitions</b>	<ol style="list-style-type: none"><li>1. "Mixed Non-Putrescible Waste" means a mixture of more than one type of non-putrescible waste, including commingled recyclables other than residential curbside recyclable material. This category includes construction and demolition waste but excludes Cleanup Materials Contaminated by Hazardous Substances, Source-Separated Recyclable Material, special waste, land clearing debris and yard debris.</li><li>2. Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.</li></ol>

<b>3.0</b>	<b>AUTHORIZATIONS</b>	
<b>3.1</b>	<b>Purpose</b>	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.



<b>3.2</b>	<b>General conditions on solid waste</b>	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.
<b>3.3</b>	<b>General conditions on activities</b>	The Franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
<b>3.4</b>	<b>Acceptance and management of putrescible solid waste</b>	<ol style="list-style-type: none"><li>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 waste for material recovery.</li><li>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.</li><li>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.</li></ol>
<b>3.5</b>	<b>Acceptance and management of mixed non-putrescible solid waste</b>	<ol style="list-style-type: none"><li>1. The Franchisee is authorized to accept mixed non-putrescible solid waste for material recovery.</li><li>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.</li><li>3. The Franchisee is authorized to accept mixed non-putrescible waste from all customers including public self-haul.</li></ol>
<b>3.6</b>	<b>Material recovery required</b>	<ol style="list-style-type: none"><li>1. The Franchisee shall perform material recovery on mixed non-putrescible wastes. The Franchisee shall ensure that the facility is designed and operated to assure materials are recovered in a timely manner and to protect the quality of non-putrescible waste that has not yet undergone material recovery. The Franchisee must</li></ol>



		<p>perform recovery at no less than the minimum level stipulated in Metro Code Chapter 5.01.</p> <p>2. The Franchisee shall take quarterly samples of processing residual that are statistically valid and representative of the facility's residual. Each sample required by this section shall weigh at least 300 pounds.</p>
<b>3.7</b>	<b>Management of processing residual from material recovery</b>	<p>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.</p>
<b>3.8</b>	<b>Acceptance of source-separated recyclable materials</b>	<p>1. The Franchisee shall provide a place for collecting source-separated recyclable materials on the facility premises.</p> <p>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.</p>
<b>3.9</b>	<b>Acceptance of yard debris</b>	<p>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.</p>
<b>3.10</b>	<b>Acceptance of source-separated food waste</b>	<p>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.</p>
<b>3.11</b>	<b>Acceptance of untreated wood</b>	<p>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</p>



		purposes as described in an operating plan and approved in writing by the COO.
<b>3.12</b>	<b>Acceptance of painted and treated wood</b>	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 purposes as described in an operating plan and approved in writing by the COO. The Franchisee shall not use or incorporate 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.
<b>3.13</b>	<b>Acceptance of electronics devices</b>	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).
<b>3.14</b>	<b>Acceptance of inert material</b>	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.
<b>3.15</b>	<b>Acceptance of infectious waste</b>	The Franchisee is authorized to accept infectious waste for short-term storage up to 72 hours pending transport to an appropriate disposal location.
<b>3.16</b>	<b>Acceptance of special waste</b>	The Franchisee is authorized to accept non-hazardous special waste for short-term storage up to 48 hours pending transport to an appropriate disposal location.
<b>3.17</b>	<b>Production of hogged fuel</b>	<ol style="list-style-type: none"> <li>1. As authorized by Section 3.0 of this franchise, the Franchisee is authorized to accept and process only untreated wood, painted wood, and incidental quantities of treated wood for delivery to facilities with industrial boilers for use as hogged fuel.</li> <li>2. The Franchisee is prohibited from mixing any other solid waste with the wood wastes described above in Section 3.17.1 for the production of hogged fuel.</li> </ol>

<b>4.0</b>	<b>LIMITATIONS AND PROHIBITIONS</b>	
<b>4.1</b>	<b>Purpose</b>	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and



		activities performed at the facility.
4.2	<b>Tonnage authorization</b>	<ol style="list-style-type: none"><li>1. The Franchisee is authorized to accept up to 73,500 tons of putrescible waste generated inside the Metro region within each calendar year.</li><li>2. The Franchisee shall not accept solid waste generated outside the Metro region if to do so would limit the Franchisee from accepting 73,500 tons of putrescible waste, or any non-putrescible waste, generated inside the Metro region.</li></ol>
4.3	<b>Tonnage authorization growth allowance</b>	Effective January 1, 2016, the COO may amend Section 4.2 of this franchise to increase the calendar year tonnage authorization by up to an additional five percent if the COO determines that there is a sufficient public benefit and available tonnage forecasted to granting such an increase.
4.4	<b>Prohibited waste</b>	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; radioactive waste; hazardous waste; or any waste prohibited by the DEQ.
4.5	<b>Prohibition on mixing</b>	<ol style="list-style-type: none"><li>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.</li><li>2. The Franchisee shall not mix or commingle putrescible solid waste with unprocessed non-putrescible solid waste or processing residual except when such mixing is described in an operating plan and approved in writing by the COO.</li></ol>
4.6	<b>Prohibition of size reduction on non-putrescible waste</b>	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 in an operating plan and approved in writing by the COO.





<b>4.7</b>	<b>No disposal of recyclable materials</b>	The Franchisee shall not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
<b>4.8</b>	<b>Composting prohibited</b>	The Franchisee shall not keep yard debris on site long enough for more than negligible biological decomposition to begin.
<b>4.9</b>	<b>Limits not exclusive</b>	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.

<b>5.0</b>	<b>OPERATING CONDITIONS</b>	
<b>5.1</b>	<b>Purpose and general performance goals</b>	<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"> <li>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.</li> <li>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, pathogens and airborne debris.</li> <li>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.</li> </ul>
<b>5.2</b>	<b>Qualified operator</b>	<ol style="list-style-type: none"> <li>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.</li> <li>2. Facility personnel, as relevant to their job duties and responsibilities, shall be familiar with the relevant</li> </ol>



		<p>provisions of this franchise and the relevant procedures contained within the facility's operating plan.</p> <p>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.</p>
<b>5.3</b>	<b>Fire prevention</b>	<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>
<b>5.4</b>	<b>Adequate vehicle accommodation</b>	<p>The Franchisee shall:</p> <ul style="list-style-type: none"><li>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.</li><li>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.</li><li>c) Post signs to inform customers not to queue on public roadways.</li><li>d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.</li></ul>
<b>5.5</b>	<b>Managing prohibited wastes</b>	<ul style="list-style-type: none"><li>1. The Franchisee shall reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when unknowingly received.</li><li>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:<ul style="list-style-type: none"><li>a) Visual inspection. As each load is tipped, a qualified operator shall visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.</li><li>b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas</li></ul></li></ul>



		<p>shall be covered and enclosed to prevent leaking and contamination.</p> <p>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.</p> <p>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.</p>
<b>5.6</b>	<b>Storage and exterior stockpiles</b>	<p>The Franchisee shall:</p> <p>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;</p> <p>b) Maintain storage areas in an orderly manner and keep the areas free of litter;</p> <p>c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; and</p> <p>d) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).</p>
<b>5.7</b>	<b>Dust, airborne debris and litter</b>	<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> <p>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;</p> <p>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;</p> <p>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-</p>



		<p>site and prevent such dust and debris from blowing or settling off-site;</p> <p>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;</p> <p>e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; and</p> <p>f) 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.</p>
<b>5.8</b>	<b>Odor</b>	<p>1. The Franchisee shall operate the facility in a manner that prevents the generation of odors that are detectable off-site.</p> <p>2. The Franchisee shall establish and follow procedures in the operating plan for minimizing odor at the facility.</p>
<b>5.9</b>	<b>Vectors (e.g. birds, rodents, insects)</b>	<p>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 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>
<b>5.10</b>	<b>Noise</b>	<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>
<b>5.11</b>	<b>Water contaminated by solid waste and solid waste leachate</b>	<p>The Franchisee shall operate the facility consistent with an approved DEQ stormwater management plan or equivalent and shall:</p> <p>a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation;</p>



		<p>and</p> <p>b) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.</p>
<b>5.12</b>	<b>Access control</b>	<ol style="list-style-type: none"><li>1. The Franchisee shall control access to the facility as necessary to prevent unauthorized entry and dumping.</li><li>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.</li></ol>
<b>5.13</b>	<b>Signage</b>	<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> <ol style="list-style-type: none"><li>a) Name of the facility;</li><li>b) Address of the facility;</li><li>c) Emergency telephone number for the facility;</li><li>d) Operating hours during which the facility is open for the receipt of authorized waste;</li><li>e) Fees and charges;</li><li>f) Metro's name and telephone number (503) 234-3000;</li><li>g) A list of authorized and prohibited wastes;</li><li>h) Vehicle / traffic flow information or diagram;</li><li>i) Covered load requirements; and</li><li>j) Directions not to queue on public roadways.</li></ol>
<b>5.14</b>	<b>Nuisance complaints</b>	<ol style="list-style-type: none"><li>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.</li><li>2. If the facility receives a complaint, the Franchisee shall:<ol style="list-style-type: none"><li>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</li><li>b) Log all such complaints as provided by the operating plan. Each log entry shall be retained for one year</li></ol></li></ol>



		and shall be available for inspection by Metro.
<b>5.15</b>	<b>Access to franchise document</b>	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.

<b>6.0</b>	<b>OPERATING PLAN</b>	
<b>6.1</b>	<b>Purpose</b>	This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
<b>6.2</b>	<b>Plan compliance</b>	The 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.
<b>6.3</b>	<b>Plan maintenance</b>	The Franchisee shall submit an updated operating plan to the COO by March 1, 2013 as provided in Section 6.0 of this franchise. 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.
<b>6.4</b>	<b>Access to operating plan</b>	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.
<b>6.5</b>	<b>Procedures for inspecting loads</b>	The operating plan shall establish: <ul style="list-style-type: none"><li>a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;</li><li>b) Procedures for identifying incoming and outgoing loads for waste classifications;</li><li>c) A set of objective criteria for accepting and rejecting loads; and</li><li>d) An asbestos testing protocol for all materials that appear to contain friable asbestos.</li></ul>



<b>6.6</b>	<b>Procedures for processing and storage of loads</b>	The operating plan shall establish procedures for: <ul style="list-style-type: none"><li>a) Processing authorized solid wastes;</li><li>b) Reloading and transfer of authorized solid wastes including, but not limited to;<ul style="list-style-type: none"><li>i. Loading waste for delivery to disposal sites; and</li><li>ii. Record keeping and reporting procedures for mixed outbound loads.</li></ul></li><li>c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;</li><li>d) Storing authorized solid wastes; and</li><li>e) Minimizing storage times and avoiding delay in processing of authorized solid wastes.</li></ul>
<b>6.7</b>	<b>Procedures for managing prohibited wastes</b>	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.
<b>6.8</b>	<b>Procedures for odor prevention</b>	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"><li>a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; and</li><li>b) 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.</li></ul>
<b>6.9</b>	<b>Procedures for dust prevention</b>	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"><li>a) A management plan that will be used to monitor and manage dust of any derivation; and</li><li>b) Procedures for receiving and recording dust complaints, immediately investigating all dust</li></ul>



		complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.
<b>6.10</b>	<b>Procedures for emergencies</b>	The operating plan shall establish procedures to be followed in case of fire or other emergency.
<b>6.11</b>	<b>Procedures for nuisance complaints</b>	<ol style="list-style-type: none"> <li>1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the Franchisee shall record:           <ol style="list-style-type: none"> <li>a) The nature of the complaint;</li> <li>b) The date the complaint was received;</li> <li>c) The name, address and telephone number of the person or persons making the complaint; and</li> <li>d) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).</li> </ol> </li> <li>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.</li> </ol>
<b>6.12</b>	<b>Closure protocol</b>	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 5.01.072(c)(3).
<b>6.13</b>	<b>Financial assurance</b>	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.

<b>7.0</b>	<b>FEES AND RATE SETTING</b>	
<b>7.1</b>	<b>Purpose</b>	This section of the franchise specifies fees payable by the Franchisee, and describes rate regulation by Metro.
<b>7.2</b>	<b>Annual fee</b>	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.
<b>7.3</b>	<b>Rates not regulated</b>	The tipping fees and other rates charged at the facility are exempt from rate regulation by Metro.





7.4	<b>Metro fee and tax imposed on disposal</b>	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.
7.5	<b>Metro community enhancement fee imposed on waste received</b>	Effective July 1, 2015, the Franchisee shall collect and remit to Metro a community enhancement fee, as provided in Metro Code Chapter 5.06, in an amount equal to \$1.00 per ton for all putrescible waste including food waste and yard debris mixed with food waste. The Franchisee shall remit the community enhancement fees to Metro on a monthly basis in conjunction with fees remitted in Section 7.4.

<b>8.0</b>	<b>RECORD KEEPING AND REPORTING</b>	
8.1	<b>Purpose</b>	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	<b>Reporting requirements</b>	<ol style="list-style-type: none"> <li>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.</li> <li>2. The Franchisee shall keep and maintain complete and accurate records of the following for all transactions:           <ol style="list-style-type: none"> <li>a) Ticket Number (should be the same as the ticket number on the weight slips);</li> <li>b) Customer account numbers identifying incoming customers and outgoing destinations;</li> <li>c) Description whether the load was incoming to the facility or outgoing from the facility;</li> <li>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 materials by type; (5) outgoing non-putrescible waste; (6) outgoing putrescible waste;</li> <li>e) Origin: Code designating the following origin of material: (1) from inside Metro boundaries; (2) from within Multnomah, Clackamas and Washington</li> </ol> </li> </ol>



		<p>Counties but outside Metro boundaries; and (3) from another location outside Metro boundaries:</p> <ul style="list-style-type: none"><li>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.</li><li>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).</li></ul> <ul style="list-style-type: none"><li>f) Date the load was received at, transferred within, or transmitted from the facility;</li><li>g) Time the load was received at, transferred within, or transmitted from the facility;</li><li>h) Indicate whether Franchisee accepted or rejected the load;</li><li>i) Net weight of the load; and</li><li>j) The fee charged to the generator of the load.</li></ul>
<b>8.3</b>	<b>Record transmittals</b>	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.
<b>8.4</b>	<b>Material recovery reporting</b>	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.
<b>8.5</b>	<b>Account number listing</b>	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.
<b>8.6</b>	<b>Transactions based on scale weights</b>	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.
<b>8.7</b>	<b>DEQ submittals</b>	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.
<b>8.8</b>	<b>Copies of enforcement actions provided to Metro</b>	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.
<b>8.9</b>	<b>Unusual occurrences</b>	<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ol>
<b>8.10</b>	<b>Changes in ownership</b>	<ol style="list-style-type: none"> <li>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.</li> <li>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 5.01.076.</li> </ol>

<b>9.0</b>	<b>INSURANCE REQUIREMENTS</b>	
<b>9.1</b>	<b>Purpose</b>	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.
<b>9.2</b>	<b>General liability</b>	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.
<b>9.3</b>	<b>Automobile</b>	The Franchisee shall carry automobile bodily injury and property damage liability insurance.
<b>9.4</b>	<b>Coverage</b>	Insurance coverage shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.
<b>9.5</b>	<b>Additional insureds</b>	Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS.
<b>9.6</b>	<b>Worker's Compensation Insurance</b>	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.
<b>9.7</b>	<b>Notification</b>	The Franchisee shall give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

<b>10.0</b>	<b>ENFORCEMENT</b>	
<b>10.1</b>	<b>Generally</b>	Enforcement of this franchise shall be as specified in Metro Code Chapter 5.01.
<b>10.2</b>	<b>Authority vested in Metro</b>	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.
<b>10.3</b>	<b>No enforcement limitations</b>	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.
<b>10.4</b>	<b>Penalties</b>	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.

<b>11.0</b>	<b>AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION</b>	
<b>11.1</b>	<b>Amendment by agreement</b>	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.
<b>11.2</b>	<b>Amendment by Metro Council action</b>	<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"> <li>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</li> <li>b) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance.</li> </ul> <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 Franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the</p>



		ordinance.
<b>11.3</b>	<b>Modification, suspension or revocation by Metro for cause</b>	<p>In addition to the modifications authorized by Sections 1.5 and 4.3 of this franchise, 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"> <li>a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;</li> <li>b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;</li> <li>c) Failure to disclose fully all relevant facts;</li> <li>d) A significant release into the environment from the facility;</li> <li>e) Significant change in the character of solid waste received or in the operation of the facility;</li> <li>f) Any change in ownership or control;</li> <li>g) A request from the local government stemming from impacts resulting from facility operations; and</li> <li>h) Compliance history of the Franchisee.</li> </ul>

<b>12.0</b>	<b>GENERAL OBLIGATIONS</b>	
<b>12.1</b>	<b>Compliance with law</b>	<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>



<b>12.2</b>	<b>Deliver waste to appropriate destinations</b>	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.
<b>12.3</b>	<b>Right of inspection and audit</b>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"><li>a) Access to all areas where it generates, manages, stores, and reloads processing residual, including without limitation to transfer vehicles;</li><li>b) Access to facility personnel and equipment to collect, segregate, contain, and weigh individual samples of processing residual; and</li><li>c) A safe location away from working areas and vehicle traffic where authorized representatives of Metro may conduct an analysis of the Franchisee's processing residual.</li></ul>
<b>12.4</b>	<b>Confidential information</b>	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>
<b>12.5</b>	<b>Compliance by agents</b>	<p>The Franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise.</p>



600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232-2736  
 TEL 503-797-1650 | FAX 503-813-7544



**METRO**

# SOLID WASTE FACILITY FRANCHISE

## No. F-004-08C

<p><b>FRANCHISEE:</b></p> <p>Waste Management of Oregon, Inc.                  7227 NE 55<sup>th</sup> Avenue                  Portland, Oregon 97218                  Tel. (503) 992-3015                  Fax. (503) 357-4822</p>	<p><b>FACILITY NAME AND LOCATION:</b></p> <p>Forest Grove Transfer Station                  1525 B Street                  Forest Grove, Oregon 97116                  Tel. (503) 992-3015                  Fax. (503) 357-4822</p>
<p><b>OPERATOR:</b></p> <p>Waste Management of Oregon, Inc.                  7227 NE 55<sup>th</sup> Avenue                  Portland, Oregon 97218                  Tel. (503) 992-3015                  Fax. (503) 357-4822</p>	<p><b>PROPERTY OWNER:</b></p> <p>Waste Management of Oregon, Inc.                  7227 NE 55<sup>th</sup> Avenue                  Portland, Oregon 97218                  Tel. (503) 992-3015                  Fax. (503) 357-4822</p>

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-004-08B. 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

Paul Slyman,  
 Property and Environmental Services Director  
 \_\_\_\_\_  
 Print name and title

\_\_\_\_\_  
 Print name and title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



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<b>1.0</b>	<b>ISSUANCE</b>	
<b>1.1</b>	<b>Franchisee</b>	Waste Management of Oregon, Inc. 7227 NE 55 <sup>th</sup> Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
<b>1.2</b>	<b>Corporate affiliation</b>	Waste Management, Inc. 1001 Fannin, Suite 4000 Houston, Texas 77002
<b>1.3</b>	<b>Contact</b>	Kirk Duncan Phone: (503) 992-3015 Fax: (503) 357-4822 E-mail: <a href="mailto:kduncan2@wm.com">kduncan2@wm.com</a>
<b>1.4</b>	<b>Franchise number</b>	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-004-08C.
<b>1.5</b>	<b>Term</b>	<ol style="list-style-type: none"><li>1. The term commences on January 1, 2009, and shall terminate on December 31, 2015, unless amended, modified, suspended, or revoked as provided in this franchise.</li><li>2. At any time during the term of this franchise, Metro's Chief Operating Officer (the "COO") may extend the term of the franchise up to an additional 12 months to terminate no later than December 31, 2016.</li></ol>
<b>1.6</b>	<b>Renewal</b>	The Franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
<b>1.7</b>	<b>Facility name and mailing address</b>	Forest Grove Transfer Station 1525 B Street Forest Grove, Oregon 97116 Tel. (503) 992-3015 Fax. (503) 357-4822
<b>1.8</b>	<b>Operator</b>	Waste Management of Oregon, Inc. 7227 NE 55 <sup>th</sup> Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
<b>1.9</b>	<b>Facility premises description</b>	Tax Lot Identification No. 1S306BC09501, No. 1S306CB00500, and No. 1S306CB00600, City of Forest Grove, Washington County, State of Oregon



<b>1.10</b>	<b>Property owner</b>	Waste Management of Oregon, Inc. 7227 NE 55 <sup>th</sup> Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
<b>1.11</b>	<b>Permission to operate</b>	The Franchisee is the property owner.

<b>2.0</b>	<b>CONDITIONS AND DISCLAIMERS</b>	
<b>2.1</b>	<b>Guarantees</b>	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.
<b>2.2</b>	<b>Non-exclusive franchise</b>	This franchise shall not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
<b>2.3</b>	<b>Property rights</b>	This franchise does not convey any property rights in either real or personal property.
<b>2.4</b>	<b>Amendment and modification</b>	Except as provided in Section 11.0 of this franchise, no amendment or modification shall be effective unless approved by the Metro Council.
<b>2.5</b>	<b>No recourse</b>	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.
<b>2.6</b>	<b>Indemnification</b>	The Franchisee shall indemnify Metro, 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.
<b>2.7</b>	<b>Binding nature</b>	This franchise is binding on the Franchisee. The Franchisee is liable for all acts and omissions of the Franchisee's contractors and agents.
<b>2.8</b>	<b>Waivers</b>	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.
<b>2.9</b>	<b>Effect of waiver</b>	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.
<b>2.10</b>	<b>Choice of law</b>	The franchise shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
<b>2.11</b>	<b>Enforceability</b>	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.
<b>2.12</b>	<b>Franchise not a waiver</b>	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.
<b>2.13</b>	<b>Franchise not limiting</b>	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
<b>2.14</b>	<b>Definitions</b>	Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.

<b>3.0</b>	<b>AUTHORIZATIONS</b>	
<b>3.1</b>	<b>Purpose</b>	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.
<b>3.2</b>	<b>General conditions on solid waste</b>	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.
<b>3.3</b>	<b>General conditions on activities</b>	The Franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.



<b>3.4</b>	<b>Acceptance and management of putrescible solid waste</b>	<ol style="list-style-type: none"><li>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 waste for material recovery.</li><li>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. Public self-haul customers may tip waste outside, provided that such waste is tipped directly into watertight containers that are covered or tarped within 12 hours of receipt, or by the end of the business day, whichever is earlier.</li></ol>
<b>3.5</b>	<b>Acceptance and management of mixed non-putrescible solid waste for reloading</b>	<ol style="list-style-type: none"><li>1. The Franchisee is authorized to accept loads of mixed non-putrescible solid waste for reload and transfer to a facility authorized by Metro to perform material recovery.</li><li>2. Except as provided below in Subsections (a) and (b), 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.<ol style="list-style-type: none"><li>a. 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.</li><li>b. Public self-haul customers may tip waste outside, provided that such waste is tipped directly into watertight containers that are covered or tarped within 12 hours of receipt, or by the end of the business day, whichever is earlier.</li></ol></li><li>3. The Franchisee shall reload and remove all mixed non-putrescible waste from the site within 48 hours of receipt.</li></ol>
<b>3.6</b>	<b>Origin of solid waste</b>	The Franchisee shall accept authorized solid waste generated within the Metro boundary from any person who delivers such waste to the facility.
<b>3.7</b>	<b>Household hazardous waste collection</b>	The Franchisee shall provide opportunities for Metro to hold household hazardous waste collection events on-site at regular intervals and shall set aside a suitable area for that purpose.



<b>3.8</b>	<b>Acceptance of source-separated recyclable materials</b>	<ol style="list-style-type: none"><li>1. The Franchisee shall provide an area for collecting source-separated recyclable materials without charge at the facility premises, or at another location more convenient to the population being served by the facility, on the days and at the times that the facility is normally open to the public for disposal of solid waste. For purposes of this Section 3.8, said source-separated recyclable materials shall include newspaper, ferrous scrap metal, non-ferrous scrap metal, used motor oil, corrugated cardboard and kraft paper, aluminum, container glass, high grade office paper, tin cans, and any other material that is added by the COO based on a change to Oregon Administrative Rules Section 340-090-0070(1) subsequent to the effective date of this franchise.</li><li>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.</li></ol>
<b>3.9</b>	<b>Acceptance of yard debris</b>	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.
<b>3.10</b>	<b>Acceptance of source-separated food waste</b>	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.
<b>3.11</b>	<b>Acceptance of untreated wood</b>	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	<b>Acceptance of painted and treated wood</b>	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 purposes as described in an operating plan and approved in writing by the COO. The Franchisee shall not use or incorporate 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.
3.13	<b>Acceptance of electronics devices</b>	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).
3.14	<b>Acceptance of inert material</b>	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.

4.0	<b>LIMITATIONS AND PROHIBITIONS</b>	
4.1	<b>Purpose</b>	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
4.2	<b>Tonnage authorization</b>	<ol style="list-style-type: none"> <li>1. The Franchisee is authorized to accept up to 125,000 tons of putrescible waste generated inside the Metro region within each calendar year.</li> <li>2. The Franchisee shall not accept solid waste generated outside the Metro region if to do so would limit the Franchisee from accepting 125,000 tons of putrescible waste, or any non-putrescible waste, generated inside the Metro region.</li> </ol>
4.3	<b>Tonnage authorization growth allowance</b>	The COO may amend Section 4.2 of this franchise to increase the calendar year tonnage authorization by up to an additional five percent if the COO determines that there is a sufficient public benefit and available tonnage forecasted to granting such an increase.
4.4	<b>Prohibited waste</b>	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; regulated hazardous waste; or any waste prohibited by the DEQ.
4.5	<b>Prohibition on mixing</b>	<ol style="list-style-type: none"> <li>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.</li> <li>2. The Franchisee shall not mix or commingle putrescible solid waste with non-putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.</li> <li>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.</li> </ol>
4.6	<b>Prohibition of size reduction on non-putrescible waste</b>	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.
4.7	<b>No disposal of recyclable materials</b>	The Franchisee shall not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.8	<b>Composting prohibited</b>	The Franchisee shall not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.9	<b>Limits not exclusive</b>	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.

<b>5.0</b>	<b>OPERATING CONDITIONS</b>	
5.1	<b>Purpose and general performance goals</b>	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>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.</p> <p>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, 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>
<b>5.2</b>	<b>Qualified operator</b>	<p>1. Except as described in an operating plan and approved in writing by the COO, 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.</p> <p>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.</p> <p>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.</p>
<b>5.3</b>	<b>Fire prevention</b>	<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>
<b>5.4</b>	<b>Adequate vehicle accommodation</b>	<p>The Franchisee shall:</p> <p>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.</p> <p>b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles shall</p>



		<p>not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.</p> <p>c) Post signs to inform customers not to queue on public roadways.</p> <p>d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarpping of loads.</p>
<b>5.5</b>	<b>Managing prohibited wastes</b>	<p>1. The Franchisee shall reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when unknowingly received.</p> <p>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:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<b>5.6</b>	<b>Storage and exterior stockpiles</b>	<p>The Franchisee shall:</p> <p>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;</p> <p>b) Maintain storage areas in an orderly manner and keep the areas free of litter;</p>



		<ul style="list-style-type: none"><li>c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; and</li><li>d) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).</li></ul>
<b>5.7</b>	<b>Dust, airborne debris and litter</b>	<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"><li>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;</li><li>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;</li><li>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;</li><li>d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;</li><li>e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; and</li><li>f) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, shall be permitted access to the premises of the facility for the purpose of making contact with individuals they have observed transporting uncovered loads of solid waste or recyclable materials on a public road right-of-way in violation of Section 5.09.040 of the Metro Code.</li></ul>
<b>5.8</b>	<b>Odor</b>	<ol style="list-style-type: none"><li>1. The Franchisee shall operate the facility in a manner that prevents the generation of odors that are detectable off-site.</li><li>2. The Franchisee shall establish and follow procedures in the operating plan for minimizing odor at the facility.</li></ol>



<b>5.9</b>	<b>Vectors (e.g. birds, rodents, insects)</b>	<p>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 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>
<b>5.10</b>	<b>Noise</b>	<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>
<b>5.11</b>	<b>Water contaminated by solid waste and solid waste leachate</b>	<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"><li>a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; and</li><li>b) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.</li></ul>
<b>5.12</b>	<b>Access control</b>	<p>1. The Franchisee shall control access to the facility as necessary to prevent unauthorized entry and dumping.</p> <p>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.</p>
<b>5.13</b>	<b>Signage</b>	<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"><li>a) Name of the facility;</li><li>b) Address of the facility;</li><li>c) Emergency telephone number for the facility;</li><li>d) Operating hours during which the facility is open for the receipt of authorized waste;</li><li>e) Fees and charges;</li><li>f) Metro's name and telephone number (503) 234-3000;</li><li>g) A list of authorized and prohibited wastes;</li></ul>



		<ul style="list-style-type: none"> <li>h) Vehicle / traffic flow information or diagram;</li> <li>i) Covered load requirements; and</li> <li>j) Directions not to queue on public roadways.</li> </ul>
<b>5.14</b>	<b>Nuisance complaints</b>	<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"> <li>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</li> <li>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.</li> </ul>
<b>5.15</b>	<b>Operating hours</b>	<p>Metro may reasonably regulate the hours of facility operation as it finds necessary to ensure compliance with this franchise. Metro shall exercise best efforts to provide 90 days written notice prior to regulating hours of operation and shall not unreasonably increase the Franchisee's costs of operation of the facility.</p>
<b>5.16</b>	<b>Access to franchise document</b>	<p>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.</p>

<b>6.0</b>	<b>OPERATING PLAN</b>	
<b>6.1</b>	<b>Purpose</b>	<p>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.</p>
<b>6.2</b>	<b>Plan compliance</b>	<p>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.</p>



<b>6.3</b>	<b>Plan maintenance</b>	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.
<b>6.4</b>	<b>Access to operating plan</b>	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.
<b>6.5</b>	<b>Procedures for inspecting loads</b>	The operating plan shall establish: <ul style="list-style-type: none"><li>a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;</li><li>b) Procedures for identifying incoming and outgoing loads for waste classifications;</li><li>c) A set of objective criteria for accepting and rejecting loads;</li><li>d) Procedures for providing reasonable notice and justification prior to refusing service to any customer of the facility: and</li><li>e) An asbestos testing protocol for all materials that appear to contain friable asbestos.</li></ul>
<b>6.6</b>	<b>Procedures for processing and storage of loads</b>	The operating plan shall establish procedures for: <ul style="list-style-type: none"><li>a) Processing authorized solid wastes;</li><li>b) Reloading and transfer of authorized solid wastes;</li><li>c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;</li><li>d) Storing authorized solid wastes; and</li><li>e) Minimizing storage times and avoiding delay in processing of authorized solid wastes.</li></ul>
<b>6.7</b>	<b>Procedures for managing prohibited wastes</b>	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.
<b>6.8</b>	<b>Procedures for odor prevention</b>	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"><li>a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; and</li><li>b) 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.</li></ul>
<b>6.9</b>	<b>Procedures for dust prevention</b>	<p>The operating plan shall establish procedures for preventing dust from blowing off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none"><li>a) A management plan that will be used to monitor and manage dust of any derivation; and</li><li>b) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.</li></ul>
<b>6.10</b>	<b>Procedures for emergencies</b>	<p>The operating plan shall establish procedures to be followed in case of fire or other emergency.</p>
<b>6.11</b>	<b>Procedures for nuisance complaints</b>	<ol style="list-style-type: none"><li>1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the Franchisee shall record:<ul style="list-style-type: none"><li>a) The nature of the complaint;</li><li>b) The date the complaint was received;</li><li>c) The name, address and telephone number of the person or persons making the complaint; and</li><li>d) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).</li></ul></li><li>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.</li></ol>
<b>6.12</b>	<b>Closure protocol</b>	<p>The Franchisee shall establish protocol for closure and restoration of the site in the event of a cession of operations as provided in Metro Code Section 5.01.072(c)(3). The plan shall establish protocol for:</p> <ul style="list-style-type: none"><li>a) Short-term closure (duration of time that is more than two consecutive business days but less than 120 days in length); and</li><li>b) Long-term closure (duration of time that is 120</li></ul>





		consecutive days or more in length).
<b>6.13</b>	<b>Financial assurance</b>	The Franchisee shall maintain financial assurance in the amount of \$100,000 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.

<b>7.0</b>	<b>FEES AND RATE SETTING</b>	
<b>7.1</b>	<b>Purpose</b>	This section of the franchise specifies fees payable by the Franchisee, and describes rate regulation by Metro.
<b>7.2</b>	<b>Annual fee</b>	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.
<b>7.3</b>	<b>Rates</b>	<p>The rates charged to customers of the Franchisee for the acceptance of solid waste (including without limitation tip fees, acceptance fees, processing fees, transaction fees and environmental charges) are not subject to regulation by Metro; unless, pursuant to Section 11.1 or 11.2 of this franchise, the Council adopts an ordinance that:</p> <ol style="list-style-type: none"> <li>a) Extends Metro's rate regulation authority over the class of facilities of which this Franchisee is a member; and</li> <li>b) Amends this franchise to implement the regulations and process specified by said ordinance.</li> </ol>
<b>7.4</b>	<b>Access to financial records</b>	If during the term of this franchise, the Metro Council directs a review of the Franchisee's financial records that exceeds, or is not covered by, the requirements set forth in Section 12.3 of this franchise, then the Franchisee shall provide access for an independent auditor or financial analyst to these financial records, and access to said financial records shall not be unreasonably withheld.
<b>7.5</b>	<b>Metro fee and tax</b>	<ol style="list-style-type: none"> <li>1. The Franchisee shall collect and remit to Metro the Regional System Fee, as provided in Metro Code Title V, and the Excise Tax, as provided in Metro Code Title VII, on all solid wastes it receives through December 31, 2015.</li> <li>2. Effective January 1, 2016, 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.</li> </ol>



7.6	<b>Metro community enhancement fee imposed on waste received</b>	Effective July 1, 2015, the Franchisee shall collect and remit to Metro a community enhancement fee, as provided in Metro Code Chapter 5.06, in an amount equal to \$1.00 per ton for all putrescible waste including food waste and residential yard debris mixed with food waste. The Franchisee shall remit the community enhancement fees to Metro on a monthly basis in conjunction with fees remitted in Section 7.5.
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8.0	<b>RECORD KEEPING AND REPORTING</b>	
8.1	<b>Purpose</b>	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	<b>Reporting requirements</b>	<ol style="list-style-type: none"> <li>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.</li> <li>2. The Franchisee shall keep and maintain complete and accurate records of the following for all transactions:             <ol style="list-style-type: none"> <li>a) Ticket Number (should be the same as the ticket number on the weight slips);</li> <li>b) Customer account numbers identifying incoming customers and outgoing destinations;</li> <li>c) Description whether the load was incoming to the facility or outgoing from the facility;</li> <li>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 materials by type; (5) outgoing non-putrescible waste; (6) outgoing putrescible waste;</li> <li>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:                 <ol style="list-style-type: none"> <li>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.</li> </ol> </li> </ol> </li> </ol>



		<p>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> <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>
<b>8.3</b>	<b>Record transmittals</b>	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.
<b>8.4</b>	<b>Account number listing</b>	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.
<b>8.5</b>	<b>Transactions based on scale weights</b>	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.
<b>8.6</b>	<b>DEQ submittals</b>	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.
<b>8.7</b>	<b>Copies of enforcement actions provided to Metro</b>	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.
<b>8.8</b>	<b>Unusual occurrences</b>	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



		<p>implementing emergency procedures.</p> <p>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.</p> <p>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.</p> <p>4. The Franchisee shall give at least 24-hour notice to the COO prior to the short-term closure of the facility. The Franchisee shall comply with the closure protocol provided in Section 6.12 of this franchise.</p> <p>5. The Franchisee shall give at least 90 days written notice to the COO prior to the long-term closure of the facility. The Franchisee shall comply with the closure protocol provided in Section 6.12 of this franchise.</p>
<b>8.9</b>	<b>Changes in ownership</b>	<p>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.</p> <p>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 5.01.076.</p>

<b>9.0</b>	<b>INSURANCE REQUIREMENTS</b>	
<b>9.1</b>	<b>Purpose</b>	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.
<b>9.2</b>	<b>General liability</b>	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.
<b>9.3</b>	<b>Automobile</b>	The Franchisee shall carry automobile bodily injury and property damage liability insurance.
<b>9.4</b>	<b>Coverage</b>	Insurance coverage shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.
<b>9.5</b>	<b>Additional insureds</b>	Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS.
<b>9.6</b>	<b>Worker's Compensation Insurance</b>	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.
<b>9.7</b>	<b>Notification</b>	The Franchisee shall give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

<b>10.0</b>	<b>ENFORCEMENT</b>	
<b>10.1</b>	<b>Generally</b>	Enforcement of this franchise shall be as specified in Metro Code Chapter 5.01.
<b>10.2</b>	<b>Authority vested in Metro</b>	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.
<b>10.3</b>	<b>No enforcement limitations</b>	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.
<b>10.4</b>	<b>Penalties</b>	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.

<b>11.0</b>	<b>AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION</b>	
<b>11.1</b>	<b>Amendment by agreement</b>	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.
<b>11.2</b>	<b>Amendment by Metro Council action</b>	<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"> <li>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</li> <li>b) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance.</li> </ul> <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 Franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
<b>11.3</b>	<b>Modification, suspension or revocation by Metro for cause</b>	<p>In addition to the modifications authorized by Sections 1.5 and 4.3 of this franchise, 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"> <li>a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;</li> <li>b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into</li> </ul>



		<p>this franchise;</p> <ul style="list-style-type: none"> <li>c) Failure to disclose fully all relevant facts;</li> <li>d) A significant release into the environment from the facility;</li> <li>e) Significant change in the character of solid waste received or in the operation of the facility;</li> <li>f) Any change in ownership or control;</li> <li>g) A request from the local government stemming from impacts resulting from facility operations; and</li> <li>h) Compliance history of the Franchisee.</li> </ul>
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<b>12.0</b>	<b>GENERAL OBLIGATIONS</b>	
<b>12.1</b>	<b>Compliance with law</b>	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.
<b>12.2</b>	<b>Deliver waste to appropriate destinations</b>	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.
<b>12.3</b>	<b>Right of inspection and audit</b>	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 12.4 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.
<b>12.4</b>	<b>Confidential information</b>	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. 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
<b>12.5</b>	<b>Compliance by agents</b>	The Franchisee shall be responsible for ensuring that its agents and contractors operate in compliance with this franchise.



## STAFF REPORT

### IN CONSIDERATION OF ORDINANCE NO. 15-1356 FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO ISSUE AMENDED FRANCHISES FOR PRIVATELY OWNED TRANSFER STATIONS

July 1, 2015

Prepared by:  
Warren Johnson 503-797-1657

#### EXECUTIVE SUMMARY

Adoption of Ordinance No. 15-1356 will authorize a five percent (3,500-ton) tonnage cap increase for Pride Recycling (Pride), Troutdale Transfer Station (Troutdale) and Willamette Resources, Inc. (WRI) for 2015 and authorize the Chief Operating Officer (COO) to potentially increase the tonnage caps in 2016 and extend the franchise terms for all of the above-mentioned facilities and the Forest Grover Transfer Station (Forest Grove). Specifically, the proposed ordinance will authorize the COO to extend the term of each franchise by up to one additional year (until December 31, 2016) and grant up to an additional five percent increase in all the franchise tonnage caps<sup>1</sup> in 2016, under certain circumstances as described in this staff report.

This proposed ordinance is intended to recognize the actual and forecasted growth in regional solid waste tonnage and allow Metro's Transfer Station Configuration Project (i.e., Solid Waste Roadmap Project #5), including the finalization of new franchises for the privately-owned transfer stations, to be completed. The granting of short-term extensions and small tonnage cap increases will provide decision-makers, industry, staff and stakeholders adequate time to complete consideration of pertinent issues and the future of the solid waste system without undue disruption in the interim.

#### BACKGROUND

Metro's major solid waste contracts (operations,<sup>2</sup> transport, and disposal) will expire at the end of 2019. In an effort to shape the future solid waste system to better attain public benefits and improved sustainability, Metro has undertaken a major planning effort (known as the "Solid Waste Roadmap") to set the future of the regional solid waste system for the next several years. A major component of this effort is to take a broad look at the role, configuration, and services offered by publically and privately-owned transfer stations.

In 2013, Metro Council approved a two-year term extension through 2015 for each of the four privately-owned transfer station franchises (Pride,<sup>3</sup> Troutdale,<sup>4</sup> WRI,<sup>5</sup> and Forest Grove<sup>6</sup>) to

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<sup>1</sup> Upon adoption of this ordinance, in 2016, the COO would be authorized to grant up to a five percent (3,675-ton) increase in the tonnage cap for Pride, Troutdale, and WRI. In the case of Forest Grove, the COO would be authorized to increase the facility's tonnage cap by up to five percent (6,250 tons) in 2015 and five percent (6,562 tons) in 2016, if the COO deems it necessary.

<sup>2</sup> Metro's transfer station operations contracts expire in March 2017, but can be extended until the end of 2019.

<sup>3</sup> Pride Recycling Company was granted a five-year franchise (Franchise No. F-002-08) in 2008 by Ordinance No. 08-1193. The original franchise term was January 1, 2009 through December 31, 2013. In 2013, Pride's franchise was extended by two years by Ordinance No. 13-1308. The franchise will expire on December 31, 2015.

<sup>4</sup> Troutdale Transfer Station was granted a five-year franchise (Franchise No. F-001-08) in 2008 by Ordinance No. 08-1192. The original franchise term was January 1, 2009 through December 31, 2013. In 2013, Troutdale's franchise was extended by two years by Ordinance No. 13-1309. The franchise will expire on December 31, 2015.

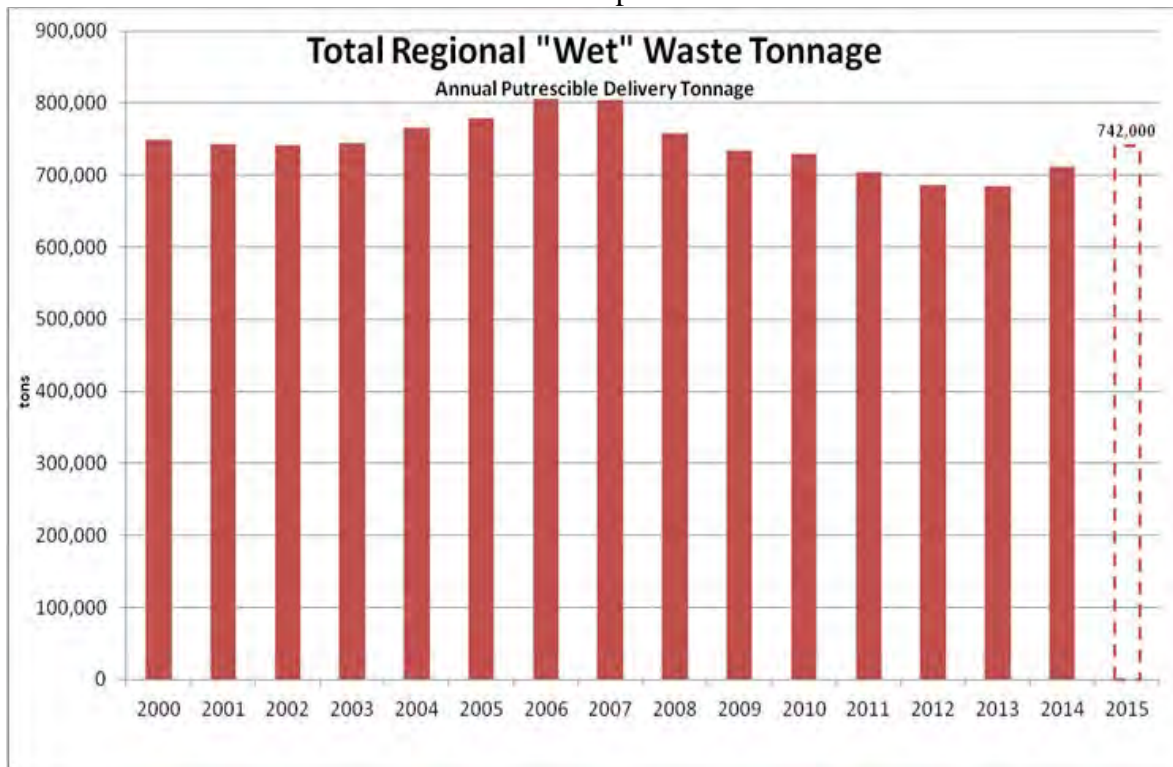
provide a period of “stasis” while work on the Transfer Station Configuration Project was underway. The extensions maintained the same annual tonnage caps that were established in 2008:

- 125,000-ton cap at Forest Grove; and
- 70,000-ton caps at Pride, Troutdale, and WRI.

At the time of the 2013 decision, it was not clear whether regional tonnage was actually beginning to increase or not. Therefore, the annual tonnage caps remained the same through 2015. With work on the configuration project underway, there was no interest in creating major disruptions to the system while longer term solutions were under active consideration.

**What has changed?** Putrescible (wet) solid waste tonnage began to slowly increase regionally in 2014. Actual wet waste tonnage increased about 3.8% in 2014 – up from the previous year - and wet waste tonnage is projected to increase an additional 4.3% in 2015 over 2014. Given the new development of increasing regional tonnage, there will be about 52,000 “new” tons of wet waste in the system in 2014 and 2015 (see Graph 1).

Graph 1



<sup>5</sup> Willamette Resources, Inc. was granted a five-year franchise (Franchise No. F-005-08) in 2008 by Ordinance No. 08-1194. The original franchise term was January 1, 2009 through December 31, 2013. In 2013, WRI’s franchise was extended by two years by Ordinance No. 13-1307. The franchise will expire on December 31, 2015.

<sup>6</sup> Forest Grove Transfer Station was granted a five-year franchise (Franchise No. 004-08) in 2008 by Ordinance No. 08-1191. The original franchise term was January 1, 2009 through December 31, 2013. In 2013 Forest Grove’s franchise was extended by two years by Ordinance No. 13-1310. The franchise will expire on December 31, 2015.

It now appears that sufficient regional tonnage is available that would allow all transfer stations to benefit by minimally increasing caps to reflect the rise in regional solid waste tonnage. Therefore, staff recommends a five-percent (3,500-ton) increase in the caps at three of the privately-owned transfer stations (Pride, Troutdale, and WRI) for calendar year 2015. This would increase the current caps at these facilities from 70,000 tons per year up to 73,500 tons in 2015. In regard to Forest Grove, staff finds that the facility's current 125,000-ton cap is sufficient at this time and a tonnage increase does not appear to be necessary for the facility in 2015. However, staff recommends providing the COO with authority to increase Forest Grove's tonnage cap by up to five percent in 2015 if the COO deems it necessary.

Further, staff recommends that Council also authorize the COO to extend the term of each franchise by up to an additional year (to expire no later than December 31, 2016) and grant up to an additional five percent tonnage increase for each station<sup>7</sup> for 2016 **if** the configuration project, including issuance of new franchises, is not fully completed this year and the trend of regional tonnage growth continues into 2016 as forecasted. Staff expects to propose legislation for Council consideration at the conclusion of the configuration project. Upon adoption of that legislation, staff will prepare new transfer station franchises for Council adoption by ordinance during 2016.

**Proposed franchise modifications for Pride, Troutdale, and WRI:**

Each of the proposed franchises for Pride, Troutdale, and WRI (Exhibits A through C to Ordinance No. 15-1356) include the modified conditions described below.

1. Term - Section 1.5 of the proposed franchises authorizes the COO to extend the term of each franchise by up to one additional year to expire on December 31, 2016. This provision would be triggered if the configuration project is not completed or new franchises are not expected to be issued to the facilities by December 31, 2015.
2. Tonnage authorization – Section 4.2 of the proposed franchises authorizes each franchisee to accept up to 73,500 tons of wet waste per calendar year effective 2015.
3. Tonnage growth allowance - Section 4.3 of the proposed franchises authorizes the COO to increase the tonnage authorizations of each franchise by up to an additional five percent (3,675 tons) in 2016 provided there is sufficient public benefit and available tonnage forecasted. If such an increase were to be approved by the COO, each of the above facilities would have an annual tonnage cap of 77,175 tons in 2016. This tonnage increase would only be triggered if the configuration project is not completed or new franchises are not expected to be issued by December 31, 2015.
4. Franchise modification – Section 11.3 of the proposed franchises authorizes the COO to modify each franchise as described above.
5. Non-substantive technical amendments – Throughout each franchise, technical amendments e.g. corrections, citations, etc. have also been made.

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<sup>7</sup> If the COO were to grant a five-percent increase to each franchisee in 2016, Pride, Troutdale, and WRI would receive an additional 3,675 tons (up to an annual 77,175-ton cap) and Forest Grove would receive an additional 6,562 tons (up to an annual 137,812-ton cap).

**Proposed franchise modifications for Forest Grove:**

The proposed franchise for Forest Grove (Exhibit D to Ordinance No. 15-1356) includes the modified conditions described below.

1. Term - Section 1.5 of the proposed franchise authorizes the COO to extend the term of the franchise by up to one additional year to expire on December 31, 2016. This provision would be triggered if the configuration project is not completed or the new franchise is not expected to be issued by December 31, 2015.
2. Tonnage growth allowance -- Section 4.3 of the proposed franchise authorizes the COO to increase the tonnage authorization at Forest Grove by up to an additional five percent in 2015 (6,250 tons) and 2016 (6,562 tons), if necessary, provided there is sufficient public benefit and available tonnage forecasted. If such increases were to be approved by the COO each year, Forest Grove would have an annual tonnage cap of 137,812 tons by the end of 2016. These tonnage increases would only be triggered if the configuration project is not completed, the new franchise is not expected to be issued by December 31, 2015, and the COO determines that there is sufficient public benefit to increasing Forest Grove’s tonnage cap.
3. Imposition of Metro fees and taxes – Section 7.5 of the proposed franchise has been changed to no longer require the facility to collect Metro’s Regional System Fee (Chapter 5.02) and Excise Tax (Chapter 7.01) on all incoming waste. Instead, Section 7.5 of the proposed franchise stipulates that the facility is liable for payment of fees and taxes on all solid waste that is delivered to a disposal site effective January 1, 2016. Staff recommends the proposed modification to make Forest Grove’s franchise consistent with that of the other privately-owned transfer station franchises.
4. Franchise modification – Section 11.3 of the proposed franchise authorizes the COO to modify the franchise as described above.
5. Non-substantive technical amendments – Throughout the franchise, technical amendments e.g. corrections, citations, etc. have also been made.

**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 5.01.070(a)(2) stipulates that a solid waste facility franchise shall be required for the person operating a transfer station.
- Metro Code Section 5.01.073(a) stipulates that the Metro Council shall approve or deny applications for solid waste facility franchises.

### **3. Anticipated Effects**

These proposed franchise modifications, which authorize the COO to potentially grant short-term extensions and limited tonnage cap increases, will allow the COO to distribute “new” waste tonnage to privately-owned facilities in a way that will not be disruptive to the current system or significantly upset waste flow patterns. In total, these actions are intended to provide interim clarity, maintain market continuity, and minimize disruption to the region’s solid waste system through 2016 while the configuration project is being completed. These actions will allow industry, stakeholders, staff, and Council to focus attention on the Solid Waste Roadmap without unnecessary time constraints or system disruption.

### **4. Budget Impacts**

Ordinance No. 15-1356 authorizes, in part, increases in some tonnage caps resulting from the distribution of “new” waste tonnage in the system. As such, the proposed ordinance primarily extends the status quo for one additional year and, as such, the financial impacts of the proposed changes are already factored into the budget. About half of the “new” tons would become available to privately-owned transfer stations, leaving the remainder available to be delivered to the publicly-owned transfer stations.

### **Recommended Action:**

Adoption of Ordinance No. 15-1356 would: 1) provide recognition of the reality of region-wide tonnage growth, 2) provide reasonably equitable distribution of the available regional tonnage growth among all transfer facilities, 3) promote general system efficiency, and 4) alleviate the premature discussion of transfer station tonnage caps while the configuration project is being completed. Increasing tonnage caps by five percent in 2015 (and potentially in 2016) allows the privately-owned transfer stations to access nearly half of the “new” tons available in the system.

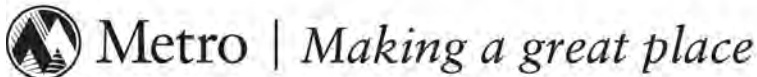
Notwithstanding, Metro Code Section 5.01.073(k) which stipulates that the term of a franchise shall not be more than five years, staff recommends that Council authorize the COO to grant one-year extensions for these franchises as provided in this staff report because it is in the public interest. This ordinance helps accomplish the goal of keeping staff and Council focused on the larger long term policy direction for transfer stations and maintains continuity in the system without major system disruptions. Staff has discussed this approach with all of the transfer station owners and they agree that these proposed changes are an acceptable interim measure.

Based on the information provided above and the analysis provided in this report, the COO recommends that the Metro Council adopt Ordinance No. 15-1356. Approval of this ordinance

will authorize the COO to issue modified franchises to Pride, Troutdale, WRI, and Forest Grove as attached to this ordinance in Exhibits A, B, C, and D.

WJ/RB:bjl  
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Materials following this page were distributed at the meeting.



**METRO COUNCIL MEETING**  
Meeting Minutes  
July 9, 2015  
Centro Cultural, Cornelius, OR

Councilors Present: Council President Tom Hughes, and Councilors Shirley Craddick, Sam Chase, Kathryn Harrington, Bob Stacey, Carlotta Collette and Craig Dirksen

Councilors Excused: None

Council President Tom Hughes called the regular council meeting to order at 2:02 p.m.

**1. METRO PARKS AND NATURE UPDATE: YEAR TWO LEVY HIGHLIGHTS AND PLANNING FOR THE FUTURE**

Council President Hughes introduced Ms. Kathleen Brennan-Hunter to present a Metro Parks and Nature update focusing on projects completed under the 2013 parks and natural areas levy and current programs connected to the 2006 natural areas bond measure. Ms. Brennan-Hunter noted that Metro has made progress on 58 restoration projects dedicated to protecting water quality, controlling invasive weeds, and improving habitat for fish and wildlife. These projects include fish-centric restoration of Multnomah Channel Marsh, planting native trees and shrubs across regional parks and natural areas, restoration of Chehalem Ridge, and park improvements to Blue Lake Regional Park. Ms. Brennan-Hunter highlighted the initiatives Connect to Nature and Partners in Nature, which work with community-based organizations to develop unique nature programs that are welcoming to diverse communities. She also noted Metro has expanded conservation education programs and volunteer opportunities to connect more residents with nature.

Ms. Brennan-Hunter spoke about the 71 new parks that have opened or are in the process of opening thanks in part to the 1995 and 2006 bond measures. Additionally she stated that Metro has acquired and protected more than 5,300 acres of land, including some of the last swathes of native prairies, wetlands, and other valuable habitat. Ms. Brennan-Hunter said that money from the bond measure will also help build a river walk that provides public access to Willamette Falls for the first time in 100 years.

***Council discussion***

There was none.

**2. PARKS AND NATURE: WASHINGTON COUNTY HIGHLIGHTS**

Council President Hughes introduced Metro staff, Ms. Alex Perove, senior parks planner, Mr. Rod Wojtanik, interim Parks and Nature Department planning manager, and Ms. Elaine Stewart, senior natural resource scientist, to provide a brief presentation on parks and natural areas in Washington County. The presentation highlighted regional projects in the county, including Killin Wetlands, a new Tualatin River canoe and kayak launch, Orengo Woods, and Maroon Ponds.



Ms. Perove provided a brief update on the Killin Wetlands planning project, explaining that this project seeks to provide safe visitor access without impacting neighbors or natural resources. She discussed design concepts that combined habitat restoration, buffered farmland, a formal entry for day use, and opportunities to view wildlife. She also noted that trails, located on the east and west sides of the dairy barn, are designed to reasonably accommodate visitors that may have limited mobility. Ms. Perove mentioned a few other features including dairy barn improvements, construction of a crow's nest learning center, flexible space for small groups and classes, and the addition of a Quilt Barn Trail block.

Mr. Wojtanik provided a brief update on the Farmington Natural Area & Tualatin River launch project and the Orenco Woods Natural Area. He explained that the Tualatin River boat launch aims to improve safe, legal, and public access to the river. He stated that after submitting federal permits this month, the boat launch is projected to open to the public this fall. Mr. Wojtanik also discussed The Orenco Woods Nature Park area, noting that it was acquired by Metro and Hillsboro in 2011 with the intention of conserving an important resource and creating a regionally significant natural area. He noted that current design plans include restoration, a regional trail network, parking areas, restrooms, shelters, a nature based play area, public art, and interpretive education stations, and that the project is anticipated to be complete by the end of 2016, with planting restoration efforts beginning this fall.

Ms. Stewart provided a brief update on the Maroon Ponds Project. She explained that the project focuses on dewatering a constructed farm pond in order to create a healthy, functioning wetland. Ms. Stewart noted that partners shared strengths and worked together to establish enhancement plans that concentrate on innovative restoration and long-term stewardship for wildlife and habitat.

***Council discussion***

There was none.

**3. CONSIDERATION OF COUNCIL MEETING MINUTES FOR JUNE 18, 2015**

Motion:	Council President Hughes moved to adopt the Council Meeting Minutes for June 18, 2015.
Second:	Councilor Stacey seconded the motion.

Vote: Council President Hughes, and Councilors Craddick, Harrington, Chase, Dirksen, Collette and Stacey voted in support of the motion. The vote was 7 ayes, the motion passed.

**4. RESOLUTIONS**

Council President Hughes requested that the resolutions be read and motioned on together, then staff could provide one presentation and report, and then he would call for a final vote on both resolutions.

**Resolution No. 15-4635**, For the Purpose of Approving 2015 Nature In Neighborhoods Conservation Education Community Grants

Motion:	Councilor Craddick moved to approve Resolution No. 15-4635.
Second:	Councilor Collette seconded the motion.

Vote: Council President Hughes, and Councilors Craddick, Harrington, Chase, Dirksen, Collette and Stacey voted in support of the motion. The vote was 7 ayes, the motion passed.

**Resolution No. 15-4636**, For the Purpose of Approving Eighth Round Funding for Nature In Neighborhoods Capital Grants

Motion:	Councilor Craddick moved to approve Resolution No. 15-4636.
Second:	Councilor Stacey seconded the motion.

Vote: Council President Hughes, and Councilors Craddick, Harrington, Chase, Dirksen, Collette and Stacey voted in support of the motion. The vote was 7 ayes, the motion passed.

Council President Hughes introduced Metro staff, Ms. Heather Nelson Kent, who presented a staff report on the 2015 Nature in Neighborhoods Conservation Education Community Grants and 2015 Nature in Neighborhoods Capital Grants. Ms. Nelson Kent explained how Metro Council provides funding for grants to community groups, non-profits, local government, and other organizations, and that these grants are designed to improve water quality, improve wildlife habitat, and give people of all ages opportunities to learn about and connect with nature. She noted that the Conservation Education Community Grants focus on connecting people with nature, environmental literacy, and the development of conservation leaders. Ms. Nelson Kent also stated that Metro's Capital Grant Program supports innovative ways to help nature thrive at a neighborhood scale, focusing on projects that concentrate on land acquisition, urban transformations, restoration, and neighborhood livability. Ms. Nelson Kent thanked the Metro Council for all of their support and congratulated the awarded grant recipients.

Council President Hughes invited representatives from the Audubon Society of Portland to provide brief statements at Metro staff's request. Mr. Jim Labbe, Mr. Salvador Pacheco Pasalle, and Ms. Ariadna Falcon Gonzalez thanked the councilors for their support regarding the Nature in Neighborhoods Grants program and its focus on diversity and minority inclusion.

Ms. Nelson Kent read a short description of each of the projects being recommended for capital funding, which included the following projects and award recipients:

- Hogan Butte Nature Park Phase I (City of Gresham)
- Oak Island Marsh Restoration (City of Hillsboro)
- Boones Ferry Fish, Wildlife and Trail Passage Partnership (City of Portland)
- Mt. Scott Creek Oak Bluff Reach Restoration (Clackamas County Waster Environmental Services)
- Bull Mountain Park Projects (Friends of Bull Mountain Park)

- Boardman-Rinearson Wetland Complex Land Acquisition (Oak Lodge Sanitary District)
- Let Us Build Cully Park: Play Area (Verde)

Ms. Nelson Kent read a short description of each of the projects being recommended for conservation education funding, which included the following projects and award recipients:

- Teaching the Importance of STREAM via Youth Engagement and Career Mentorship (Adelante Mujeres)
- Asian Pacific Islander Youth Leaders in Nature (Asian Pacific American Network of Oregon [APANO])
- The TALON Program (Audubon Society)
- Home Is Where the Watershed Is (Community Partners for Affordable Housing, Inc.)
- Ecology in Classrooms and Outdoors (Ecology in Classrooms and Outdoors [ECO])
- Friends and neighbors for Environmental Diversity (Friends of Tryon Creek)
- St. Johns Community Conservation Program (George Middle School)
- Kairos Learning Exploration Garden (Kairos PDX)
- Opportunity Corps & Beyond (Momentum Alliance)
- Exploring Language, Exploring Nature; Curriculum for Immigrants & Refugees (People-Places-Things, LLC)
- Rosemary Anderson High School and Friends of Trees Student Crew Leader Training Program (Portland OIC/Rosemary Anderson High School)
- OakQuest Phase 2: Expanding Education, Empowering Citizens & Native Youth (Urban Greenspaces Institute)
- Verde (Verde Landscape)
- Wisdom Workforce Program (Wisdom of the Elders, Inc.)
- Farm School (Zenger Farms)

### ***Council discussion***

Councilors thanked the review committee for their hard work and time in reviewing the applications and recognized the organizations, staff and volunteers for their work and engagement of the community as well. Councilors also recognized the support from the region and thanked the voters who have helped fund these types of programs. Additionally, Councilors spoke to the value of nature investments, conservation education, community engagement, and creating access and equity throughout the region.

## **5. CITIZEN COMMUNICATIONS**

Council President Hughes noted that a citizen had come to the meeting to testify but missed the Citizen Communication portion of the agenda, but invited him to come up and provide his testimony at this point in the agenda.

Tom Black, Hillsboro: Mr. Black addressed the Metro Council on the Washington County Term Limits Ballot Initiative, which seeks to amend the Washington County Charter by adding term limits for county commissioners.

## **6. CHIEF OPERATING OFFICER COMMUNICATION**

Ms. Martha Bennett provided updates on the following items: Metro, The Urban Land Institute (ULI), and the Evergreen State College Center for Sustainable Infrastructure are hosting the

“Infrastructure Crisis, Sustainable Solutions” event series at the Oregon Rail Heritage Center on July 15<sup>th</sup>, and a formal thank you to Metro staff for setting up the off-site Council meeting in Cornelius.

**7. COUNCILOR COMMUNICATION**

Councilors provided updates on the following items: Blue Lake Master Plan Committee, Metro Policy Advisory Committee (MPAC) and Joint Policy Advisory Committee on Transportation (JPACT). In addition, Councilor Dirksen encouraged citizens to attend the Graham Oaks Park Day on Saturday, July 11<sup>th</sup> in Wilsonville.

**8. ADJOURN**

There being no further business, Council President Hughes adjourned the regular meeting at 3:57 p.m. The Metro Council will convene the next regular council meeting on Thursday, July 16 at 2 p.m. at Metro’s Council Chamber.

Respectfully submitted,

A handwritten signature in cursive script that reads "Alexandra Eldridge".

Alexandra Eldridge, Regional Engagement & Legislative Coordinator

**ATTACHMENTS TO THE PUBLIC RECORD FOR THE MEETING OF JULY 9, 2015**

<b>Item</b>	<b>Topic</b>	<b>Doc. Date</b>	<b>Document Description</b>	<b>Doc. Number</b>
3.0	Minutes	6/18/15	Council Minutes for June 18, 2015	070915c-01
4.0	Handout	7/9/15	Nature in Neighborhoods: Capital and Conservation Education Grants 2015	070915c-02
5.0	Handout	7/9/15	Term Limits for County Commissioners Ballot Initiative	070915c-03

## Metro Council Meeting

Thursday July 9, 2015, 2 p.m.

### Opening Address

Good afternoon Metro councilors and Metro President. After our testimony on June 4th, a statement appeared on the Metro website saying that some citizens are urging you to develop a remote elephant center. Free the Oregon Zoo Elephants wants to make it crystal clear that we in no way support or urge the development of what is to be a remote elephant breeding facility. What we supported was a preserve, a retirement home for the elephants that was promoted through the 2008 bond measure. Since it is now clear that will not be a reality, FOZE is here today to state that you do not have our support for this breeding facility and in fact, we are actively opposed to it. We are here today to illustrate to you the reasons why. The Oregon Zoo's Breeding operations have lead to the deaths of 23 elephants. This cruel and inhumane breeding must stop. If the zoo is to continue calling itself a conservator of wildlife, it has to stop destroying wildlife, especially in such a wanton and careless way, that has produced so much death and misery.

Fifty-three years ago, Packy was born at the Oregon Zoo to great celebration. He was the first elephant born in the U.S. in many years. Twenty-seven more elephants have been born at the Zoo since then. We are gathered here to remember and honor those who have died. These are the Zoo's forgotten but we will never forget.

## Testimony 1

How did Oregon Zoo source its elephants? Rosy and Belle came from Thailand, Thonglaw from Cambodia. Tuy Hoa from Vietnam. All of them together with Pet were torn from their families as infants for the profit of the zoo. Thonglaw died at the Oregon Zoo at age 27 during surgery. Rosy was euthanized at the Zoo at the age of 40. Belle was euthanized at the Zoo at the age of 45. Pet was euthanized at the Zoo at the age of 51. Asian elephants in the wild live to an average age of 60.

We can only imagine the horror that these poor animals went through. Elephants are possibly the most family oriented animals in the world, more so than humans, and their family bonds last through the generations. To be wrenched from their mother's side. Bound up and drugged. Then flown thousands of miles to a stockade of concrete, totally alien to their former environment. What could be more barbaric?

Young elephants nurse until they are at least two years old and stay with their mothers for many years, if not for life. The deplorable history of the Oregon Zoo shows babies torn from their mother's sides and sent far away to other profit making businesses.

Some of the elephants bred at Oregon Zoo have been the result of interbreeding. As in humans, incest leads to a higher rate of birth defects. The result of this is that;

A baby was born to Hanako in died after three days. The sire was Thonglaw, who was Hanako's father. Another unnamed baby, sired by Packy, was born to Hanako, his sister. The baby died three weeks later. Another victim of forced incest. Likewise, Sumek, a female calf, born to Hanako and Packy died after seven weeks.

In fact, seven of the baby elephants born at the Zoo after Packy, died as infants. An unnamed male was born to Pet and euthanized the next day due to a deformity. Me-Tu gave birth to Rose-Tu and also delivered a second, unnamed calf, who died. Droopy was born to Sue and died five days later. An infant born to Tuy Hoa, died in infancy.

## Testimony 2

The breeding of elephants has benefited the finances of the zoo, but what about the elephants themselves? Let us start with those who were sold on to other zoos and to circuses etc.

Teak was born in 1966 and sent to the private farm of an elephant trainer who provided elephants to circuses. In 1978, while performing in a circus in Quebec, Teak attacked a handler and was immediately destroyed. Teak was only eleven years old. Would you not react if attacked with a bull hook or an electric prod?

Judy was sent to Ringling Brothers Circus. Our last record of Judy is from 1978, when she was eight years old. She is presumed dead.

Gabriel was sent to a circus as a baby and died there at the age of 11. Dino died in Spokane zoo at the age of 14. Stretch, a male calf born in 1973, was shipped to Florida as a baby and died in 1976 at the age of 3 years. Stoney was shipped to a Canadian circus the same year. He died in 1995 at the age of 22 from a broken leg sustained while being forced to perform a circus trick.

Emma was sent to a Florida theme park. She died there just short of thirteen years old, in 1986. Thongtril, a male calf, was born at the zoo in 1979 to Rosy, At barely two years old he was shipped to a zoo in Fresno, California. He died there at the age of fourteen.

Rama, born to Rosy and Packy, was born at the zoo in 1983, shipped to Tacoma Zoo at sixteen months, and back to Oregon Zoo four years later. He was euthanized at the zoo at the end of March 2015. Rama was only 32 years old. 32 years is middle age for an elephant in the wild. Why then are Oregon Zoo elephants condemned to an early grave?

This may all seem like ancient history but how many of these names are remembered today? As late as 2012, the Zoo and Metro planned to turn baby Lily over to the so called owner of her father, Tusko, for training. Have Trunk Will Travel is a company which trains elephants to "perform" at private parties, street fairs and rents them out to businesses and film companies. The training consists of using bullhooks, brutal instruments similar to pokers and electric prods to force the elephant to obey. This would have been Lily's fate had not the people of Portland strongly objected.



### Testimony 3

At least Tina and Sabu managed to enjoy a couple of years of the freedom which all elephants should have.

Sabu was born to Hanako in 1982 and performed in Ringling Bros. Circus till 2010. He died at PAWS Sanctuary in 2012 due to severe arthritis. Sabu was twenty-nine years old.

Tina was born in 1970 to Rosy and shipped to Vancouver, B.C. when she was still a baby. After many years in zoos she was released to the Elephant Sanctuary in Tennessee in 2003 and died there the next year from complications of foot rot. Tina was thirty-one.

Another who suffered from foot rot was Me-Tu. Me-Tu was born in 1962 to Rosy and Thonglaw. She was euthanized due to her foot rot at the age of 33. Foot rot is unknown in their natural environment. They can walk for 30 or more miles a day and must do so to stimulate the blood flow. They cannot do this in a zoo compound, with often fatal results. Do not be fooled. Elephant Lands will not avert this.

Nine of the elephants born at the Oregon Zoo, including Packy, are still alive. Five of them live at the Zoo and three others are in other zoos. They suffer from captivity-caused illnesses like TB, obesity, and foot disease. Only one, Prince, who spent many years being forced to perform in a circus, now lives a good life at PAWS sanctuary in California. Aside from Prince, they have never known a natural elephant's life. The average lifespan of an Asian elephant in the wild is 60 years. Young elephants nurse till at least the age of two, and stay with their mothers for several years, if not for life.

So how are these elephants bred? The male elephant is restrained, drugged and sexually abused in order to forcibly extract his semen. Once this odious event has been performed, it is the turn of the female. She is strapped into the correctly named rape rack and the male's semen forcibly inserted into her uterus. This is what has been the fate of the Oregon Zoo elephants. The whole point of the Remote Elephant Breeding Center will be to perpetuate and expand this cruel and barbaric practice. Action must be taken to free them from this living hell.



# Oregon Zoo Bond Program: Education Center Update

**Heidi Rahn**  
Bond Program Director

**Grant Spickelmier**  
Education Curator

July 16, 2015



# Agenda

- Bond Program Goals and Progress
- Education Center Design
- Community Partnerships



1. Protect animal health and safety
2. Improve sustainability
3. Increase access to conservation education

CONTINUED

**METRO**

**Measure 26-96**

**BALLOT TITLE**

**BONDS TO PROTECT ANIMAL HEALTH AND SAFETY; CONSERVE, RECYCLE WATER**

**QUESTION:** Shall Zoo protect animal health and safety; conserve, recycle water; issue \$125 million in general obligation bonds; require independent audits?

If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limits of Sections 11 and 11b, Article XI of the Oregon Constitution.

**SUMMARY:** Measure will:

- Provide more humane care for animals: update four outdated and undersized enclosures with larger, more natural and safer spaces.
- Protect animal health and safety: modernize Zoo's substandard 45 year old animal clinic determined deficient by the American Zoo Association.
- Increase access to conservation education: provide more space for summer camps, classes and hands-on learning for kids, adults, and families.
- Improve water quality: replace the Zoo's 1950's sewer system, reducing pollution by separating sewage from storm water, harvesting runoff for reuse.
- Conserve, reuse water: install water recycling filtration systems; replace leaking, worn-out plumbing, irrigation systems, saving 11,000,000 gallons of water annually.

Improvements will meet sustainability standards.

Accountability requirements include:

- Internal audits

**More Humane Conditions for Elephants**  
 Outdoor space will increase from 1.5 to 6 acres, adding watering holes, shade structures, large trees, and boulders, providing more outside exercise and offering a more natural environment.

**Protecting the Health of Polar Bears**  
 Provide cooler temperatures and more humane conditions by removing concrete and adding land and pool space.

**More Humane Enclosures for Apes and Monkeys**  
 A renovated exhibit will replace the current cage-like conditions with larger indoor and outdoor areas, adding running water and more natural conditions.

**Dedicated Space for Conservation Education**  
 Replace two 12 year old modular trailers, a former storage space, a basement and leased off-site space with new presentation, classes and camp space for the over 100,000 children and adults attending annually.

**Condors**  
 Provide an on-site Condor exhibit.

**Protect Animal Health & Safety**  
 Replace the substandard 45-year old animal hospital and quarantine buildings with facilities meeting modern standards.

**Save Water, Reduce Water Pollution, Improve Water Quality**  
 Since most of the zoo's pipes, plumbing and irrigation systems also date back to the 1950s and '60s, many are outdated, leaking and well past their useful lives. The most expensive utility cost at the 55-acre zoo is water, and leaking pipes, run-off, inadequate filtration systems, and lack of water storage all contribute to wasting water and increasing costs. Replacing the sewer system and separating sewage from storm water will reduce pollution, improve water quality and save costs. Adding modern water filtration and recycling systems to the hippo and penguin pools will save over 11,000,000 gallons of water every year.



EDUCATION CENTER

WEST HUB

CONDORS

VETERINARY MEDICAL CENTER

POLAR BEARS

CENTRAL HUB

PRIMATES

EAST HUB

ASIAN ELEPHANTS



# Education Center Schedule





# Education Center Partners

Metro Parks & Nature  
Metro Resource Conservation & Recycling  
U.S. Fish & Wildlife Service  
Oregon Zoo Foundation  
Intertwine Alliance  
Energy Trust of Oregon  
Portland Audubon  
Portland Children's Museum  
Oregon State University / Pacific Coast Joint Venture  
Portland State University Dept. of Biology  
Gray Family Foundation  
Oregon Forest Resources Institute  
World Forestry Center  
Portland Public Schools Headstart  
Tualatin Hills Parks & Recreation District  
13 Local Public School Districts





A black and white photograph of a bumblebee on a flower. The bee is the central focus, shown in profile as it moves across the petals. Its wings are spread, and its fuzzy body is clearly visible. The background consists of soft, out-of-focus leaves and stems, creating a sense of depth. Overlaid on the image is the text "Small Things Matter" in a bold, yellow, sans-serif font, centered horizontally and partially covering the bee's body.

**Small Things Matter**



STELLAR COVE

LEOPARD

STELLAR COVE

TRAIN STATION

BACKYARD HABITAT

TIGERS

NEST

WEST PLAZA

EVERGREEN FOREST ZONE

DECIDUOUS FOREST ZONE

UPPER PLAZA

NATURE PLAY AREA

ZOO STREET

CAFE PLAZA

BUS LOAD AND UNLOAD

ENTRY

FLEX AUDITORIUM

CAFE

CLASSROOMS

TENT PLATFORM

ENTRY

ADMIN BUILDING

COUNCIL RING AND FIRE PIT





STELLAR COVE

LEOPARD

STELLAR COVE

TRAIN STATION

TIGERS

BACKYARD HABITAT

NEST

WEST PLAZA

EVERGREEN FOREST ZONE

DECIDUOUS FOREST ZONE

UPPER PLAZA

ZOO STREET

NATURE PLAY AREA

CAFE PLAZA

CAFE

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TENT PLATFORM

BUS LOAD AND UNLOAD

ENTRY

FLEX AUDITORIUM

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STELLAR COVE

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TRAIN STATION

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ZOO STREET

NATURE PLAY AREA

CAFE PLAZA

CAFE

FLEX AUDITORIUM

CLASSROOMS

TENT PLATFORM

BUS LOAD AND UNLOAD

ENTRY

COUNCIL RING AND FIRE PIT

ENTRY

ADMIN BUILDING







STELLAR COVE

LEOPARD

STELLAR COVE

TRAIN STATION

TIGERS

BACKYARD HABITAT

EVERGREEN FOREST ZONE

DECIDUOUS FOREST ZONE

NEST

WEST PLAZA

ZOO STREET

NATURE PLAY AREA

UPPER PLAZA

CAFE PLAZA

BUS LOAD AND UNLOAD

ENTRY

FLEX AUDITORIUM

CAFE

CLASSROOMS

TENT PLATFORM

COUNCIL RING AND FIRE PIT

ADMIN BUILDING

ENTRY



**A building that  
teaches**











ZOO TEENS!







STELLAR COVE

LEOPARD

STELLAR COVE

TRAIN STATION

TIGERS

EVERGREEN FOREST ZONE

DECIDUOUS FOREST ZONE

NEST

WEST PLAZA

ZOO STREET

NATURE PLAY AREA

CAFE PLAZA

BUS LOAD AND UNLOAD

ENTRY

UPPER PLAZA

FLEX AUDITORIUM

CAFE

CLASSROOMS

TENT PLATFORM

COUNCIL RING AND FIRE PIT

ENTRY

ADMIN BUILDING





**Paul Henson**

**State Supervisor**

**United States Fish & Wildlife Service**



"Thanks to our partners, we are... finding new ways to educate and inspire young people living in urban centers, helping raise a new generation of conservationists with a passion to care for our lands, water and wildlife."

*-Secretary Sally Jewell*



"The future of our natural resources depends on their being valued by all Americans. That means connecting with urban communities, where 80 percent of the U.S. population now resides."

*-Director Dan Ashe*

# A HISTORY OF COLLABORATION





# THE PERFECT VENUE

- 1.6 million visitors to OR Zoo every year
- Over 175 million annual visitors to U.S. Zoos - more visitors than NFL, NBA, NHL, and MLB annual attendance combined
- 94% feel that zoos and aquariums teach children about how people can protect animals and the habitats they depend on
- Their first place for connecting to nature and conservation
- Demographics – women, children, minorities, middle/lower income
- A two-way street - What can we learn from 1.6 million visitors?





# A NEW PARADIGM FOR DIRECT CONNECTION

- **Communicate the full Service spectrum**
- **Sole focus on outreach and education**
- **A dedicated and consistent presence**
- **Sustainable**
- **Cost effective**



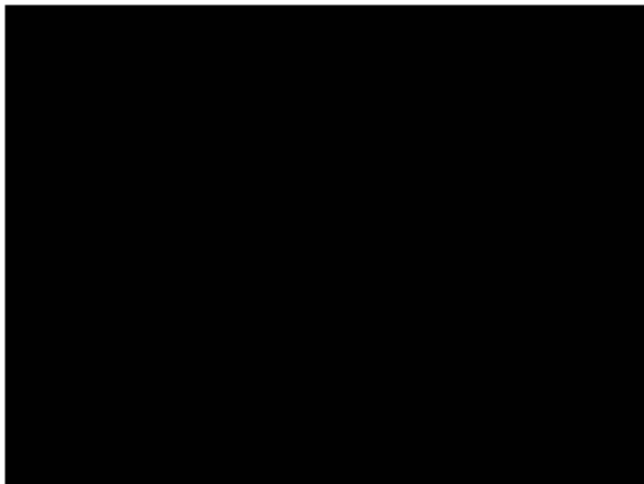


**Jani Iverson**

**Director**

**Oregon Zoo Foundation**





# Questions?

