



METRO

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Designated Facility Agreement

METRO CONTRACT NO. 933672

This Designated Facility Agreement ("agreement") is between Metro, a metropolitan service district organized under ORS Chapter 268 and the Metro Charter ("Metro"), located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, and Hillsboro Landfill, Inc. doing business as Tualatin Valley Waste Recovery (the "facility") located at 3205 SE Minter Bridge Road, Hillsboro, Oregon 97123, (collectively, the "parties") and is entered into under the authority of ORS 268.317 and Metro Code Section 5.05.030.

RECITALS

WHEREAS, the Metro area has limited land and resources for the disposal, transfer, and recovery of resources from solid waste;

WHEREAS, Metro may require generators of Metro area waste to make use of disposal, transfer, or resource recovery sites or facilities designated by Metro;

WHEREAS, a license is not required to transport Metro area waste to a designated facility of the system;

WHEREAS, the Metro Code authorizes the Chief Operating Officer ("COO") to execute an agreement between Metro and a facility located outside the region for the purpose of conducting material recovery on non-putrescible Metro area waste;

WHEREAS, entering into a designated facility agreement allows Metro to manage the disposal of Metro area waste while increasing material recovery by establishing terms and conditions under which a facility may receive Metro area waste;

WHEREAS, the Metro Council added Tualatin Valley Waste Recovery to the list of designated facilities of the system authorizing it to accept certain Metro area waste; and

NOW THEREFORE, in exchange for the promises set forth below, the facility and Metro agree as follows:

1. Acceptable Metro Area Waste. The Facility may accept the following types of Metro area waste: non-putrescible waste, source-separated recyclable material, yard debris (including land clearing debris), and if authorized in writing by the COO, disaster debris and special waste. The facility may accept Metro area waste other than that permitted by this agreement only if Metro authorizes such



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acceptance under a non-system license or other contract or agreement executed by Metro.

2. Prohibited Metro Area Waste. Except as provided in Section 1 of this agreement, the facility shall not accept Metro area waste, including without limitation putrescible waste, and any materials and wastes prohibited by the Oregon Department of Environmental Quality (DEQ) or, to the extent that it has jurisdictional authority, Washington County.
3. Acceptance and Segregation of Non-Putrescible Waste.
 - a. The facility may commingle and jointly process all non-putrescible waste that it receives regardless of whether it was generated in the Metro area.
 - b. The facility shall manage all processing residual from the material recovery of non-putrescible waste as Metro area waste except as specified in Section 6 of this agreement.
 - c. The facility shall not transfer or divert any unprocessed Metro area non-putrescible waste to any disposal site unless otherwise specified in the Metro operating plan (the "Metro plan") and approved in writing by the COO as provided in Section 9 of this agreement.
4. Material Recovery Requirements.
 - a. The facility shall perform material recovery on all non-putrescible waste that it receives consistent with the Metro plan as required in Section 9 of this agreement.
 - b. Processing residual from the material recovery of non-putrescible waste shall not contain more than 15 percent, by total combined weight, of cardboard or wood pieces of greater than 12 inches in size in any dimension and metal pieces greater than eight inches in size in any dimension. The first two violations of this Section shall not be a basis for the issuance of a notice of breach under Section 16.a. of this agreement.
 - c. The facility shall sample the processing residual generated at the facility to ensure compliance with the processing residual standard stipulated above in Section 4b.
 - (1) The facility shall sample its processing residual on a quarterly basis unless otherwise provided in Section 4c(2). The facility shall provide the quarterly sampling results to Metro in the monthly report due the



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month following the end of each quarter as provided in Section 11 of this agreement.

- (2) If the facility maintains compliance with the recovery and processing residual standard stipulated above in Section 4b for a period of three consecutive years, then the facility may reduce the frequency of its sampling of processing residuals to annual. The facility shall sample its processing residual at least once before December 31 of each year and provide the results to Metro within 45 days of the sampling event.
 - d. Each sample required by this section shall be statistically valid, representative of the facility's residual, and weigh at least 300 pounds. The facility may implement the sampling procedures described in Metro's Solid Waste Regulatory Guidance Bulletin No. GB8 ("Procedures for Complying with EDWRP Sampling and Reporting Requirements") or choose an alternative sampling method, provided that the alternative method is submitted to Metro for review and approval before its implementation.
5. Disposal of Processing Residual and Appropriate Destination. The facility shall ensure that the materials it recovers from non-putrescible waste are transferred to appropriate destinations as allowed or specified under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits. The facility shall deliver all processing residual to a Metro designated facility for disposal.
6. Regional System Fee and Excise Tax.
- a. Except as otherwise provided in Section 6b, the facility is liable for payment of the Metro regional system fee, as set forth in Metro Code Title V, and the Metro excise tax, as set forth in Metro Code Title VII on all waste delivered to a disposal site.
 - b. The processing residual resulting from waste reloaded by and transferred directly from the Newberg Transfer Station will be excluded from the payment of the regional system fee and excise tax as provided below in Section 6c.
 - c. The facility shall not owe and will not remit the regional system fee and excise tax on processing residual generated from the portion of non-putrescible waste originating from the Newberg Transfer Station. The facility will determine the amount of processing residual to be excluded from the regional system fee and excise tax by determining, on a monthly



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basis, the percentage of non-putrescible waste received from Newberg Transfer Station as compared to the total amount of non-putrescible waste received by the facility. The facility will then apply this percentage to the total amount of processing residual generated by the facility. The facility will not remit the regional system fee and excise tax on the resulting calculated amount of processing residual.

7. Term of Agreement. Unless terminated earlier, the term of this agreement shall be from January 1, 2016 through December 31, 2019. The parties may agree to extend the term of this agreement by amendment. The parties will negotiate in good faith to extend the term of this agreement by amendment or to enter a new designated facility agreement under similar terms so long as the facility has complied with this agreement.
8. Facility Compliance with Supplemental Operating Requirements. The facility shall comply with the requirements of this agreement and Exhibit A, attached hereto and incorporated herein, which includes a summary of applicable Metro solid waste administrative procedure provisions. The provisions of Exhibit A are incorporated into this agreement by reference as if specifically set forth herein. The facility's failure to comply with Exhibit A shall constitute a breach of this agreement, except that the facility's failure to comply with Exhibit A shall not constitute a breach of this agreement if the failure to comply: (a) does not cause an adverse effect on public health or the environment and (b) is corrected within a reasonable period of time. Metro reserves the right to amend Exhibit A to comport with any amendments to the Metro Code or administrative procedures.
9. Metro Operating Plan.
 - a. By January 11, 2016, the facility shall submit to Metro, for Metro's review and written approval, the Metro plan that describes the facility's procedures for managing Metro area waste, other non-putrescible waste, and processing residual. The facility shall maintain a copy of the Metro plan on its premises and at a location where Facility personnel and Metro have access to it. The parties shall make a good faith effort to agree on the language of the Metro plan.
 - b. The Metro plan shall address how the facility intends to comply with the requirements of this agreement and shall address each supplemental operating requirement identified in Exhibit A.
 - c. The Metro plan shall include a list of facility requirements for use of personal protective equipment necessary to enter and inspect the facility.



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- d. The Metro plan shall describe how the facility will identify whether Metro area waste is acceptable under Section 1 of this agreement and shall include the criteria used for such identification, including without limitation:
 - (1) Procedures for establishing whether incoming waste is Metro area waste;
 - (2) Objective criteria for accepting and rejecting loads;
 - (3) Procedures for determining whether incoming loads may bypass the facility and be delivered directly to the Hillsboro Landfill for disposal;
 - (4) Procedures for inspecting incoming loads for the presence of Metro area waste prohibited under Section 2 of this agreement;
 - (5) Procedures for managing and transporting to appropriate facilities any prohibited Metro area waste discovered at the facility;
 - (6) Procedures for assessing each incoming load to verify the type of Metro area waste and to classify the Metro area waste for the purposes of conducting material recovery;
 - (7) Procedures for processing, storage, reload, and transfer of Metro area waste; and
 - (8) Other measures to ensure compliance with this agreement.
- e. The facility shall submit changes to the Metro plan to Metro for review and written approval before implementing the changes. Metro shall review the Metro plan to ensure compliance with this agreement.
- f. The facility shall comply with the provisions of the Metro plan, which provisions are incorporated into this agreement by reference as if specifically set forth herein. The facility's failure to comply with the Metro plan shall constitute a breach of this agreement, except that the facility's failure to comply with the Metro plan shall not constitute a breach of this agreement if the failure to comply: (1) does not cause an adverse effect on public health or the environment and (2) is corrected within a reasonable period of time by the facility.



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10. Record Keeping and Audits.

- a. The facility shall maintain complete and accurate records of all solid waste received, treated, recovered, transported, disposed, or otherwise processed pursuant to this agreement. The records the facility shall maintain, at a minimum shall include the information specified in Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements. The facility shall make these records available to Metro for inspection, auditing, and copying. The facility shall use sequentially numbered transaction tickets and shall retain voided or canceled tickets for three (3) years.
- b. Metro may require, at Metro's expense, that the facility submit to an independent audit conducted by an auditor chosen by Metro. The audit shall address only those matters reasonably related to this agreement.

11. Reports and Obligations.

- a. The facility shall report information in the form, format, and the schedule specified in Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements. In addition to these reporting requirements, the facility shall include the field titled "Special Waste Permit Number," for all special waste transactions received by the facility, as designated in the above referenced document.
- b. The facility shall provide the records required under Section 11a. of this agreement in a format prescribed by Metro to Metro no later than 15 days following the end of each month.
- c. The facility shall provide the results of its sampling of processing residual, as provided in Section 4c of this agreement.
- d. The facility shall post a sign at the scale house directing all customers delivering Metro area waste to declare the origin of the solid waste. The facility shall post the sign so that it is readily visible and legible to customers upon arrival at the scale house. The facility shall provide a map of the Metro area to customers upon request, or if requested by a customer, verify the location of generation of the waste through use of the Metro website, unless the facility treats all waste as being from the Metro area.



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- e. The facility shall notify Metro regarding all permits relating to operations at the facility, including without limitation, land use applications, appeals, or modifications. If requested by Metro, the facility shall provide copies of revisions to existing permits and newly issued permits to Metro within seven (7) days of Metro's request. The facility also shall provide, within seven (7) days of issuance, a copy of any official enforcement action regarding the facility or its operation, including without limitation, a notice of violation or noncompliance with a statute, regulation, or permit condition.
- f. The facility shall provide, upon request by Metro, a list of account numbers and material codes and corresponding customer and material names for each load of Metro area waste.

12. Compliance with Law.

- a. The facility shall fully comply with all provisions of Metro Code Chapter 5.01 and administrative procedures applicable to material recovery facilities, which provisions are incorporated into this agreement by reference as if specifically set forth herein. The facility's failure to comply with the Metro Code and administrative procedures resulting from a failure to comply with Exhibit A or the Metro plan shall not constitute a breach of this agreement if the failure to comply: (a) does not cause an adverse effect on public health or the environment and (b) is corrected within a reasonable period of time.
- b. Any finding by a court of competent jurisdiction or a regulatory authority that the facility is in violation of applicable federal, state, regional and local laws, rules, regulations, ordinances, orders, and permits shall constitute a breach of this agreement and shall constitute good cause for termination of this agreement under Section 18a. DEQ termination or failure to renew the facility's solid waste disposal site permit shall constitute good cause for termination of this agreement under Section 18a.

13. Right of Inspection.

- a. The facility shall allow Metro access to the facility at all reasonable times to inspect and carry out other necessary functions under this agreement. Metro personnel will sign in at the facility office, meet facility requirements for use of personal protective equipment, and follow facility safety procedures provided by any facility escort. The facility authorizes Metro access to inspect:



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- (1) Without notice during hours when the facility accepts or processes solid waste;
 - (2) At other reasonable times upon written notice given by Metro to the facility during hours when the facility accepts or processes solid waste, which notice may be made via email sent to the facility, attention district manager; and
 - (3) At any time without notice when, in the reasonable opinion of the COO, such notice would defeat the purpose of the entry.
- b. Metro's right to inspect and audit shall include the right to review, at an office of the facility or affiliated company located in or near the Metro area, all information from which all required Metro reports are derived.
 - c. The facility shall cooperate with Metro regarding Metro's investigation of possible infractions of the Metro Code or of this agreement, including without limitation infractions related to misidentification of Metro area solid waste or false claims that Metro area solid waste is not Metro area waste. The facility's cooperation shall include, without limitation, providing Metro with requested information in the facility's possession regarding matters under investigation and making facility representatives available to testify in deposition, in court, at a contested case hearing, and in any subsequent appeals upon reasonable request by Metro.
 - d. The facility shall make reasonable efforts to ensure that the Newberg Transfer Station (1) cooperates with Metro investigators, inspectors and auditors, and reports potential or suspected flow control violators to Metro and (2) provides Metro with customer addresses, customer contact information, and transaction data for the purpose of tracking flow control violators in the Metro area.
 - e. The facility shall cooperate with Metro regarding Metro's determination of whether processing residual generated by the facility meets the recovery standard as provided in Section 4 of this agreement. The facility's cooperation shall include providing Metro with access to all areas of the facility where it generates, manages, stores and reloads processing residual, including without limitation to transfer vehicles, for Metro to inspect the processing residual. The facility shall provide reasonable access to facility personnel and equipment to collect, segregate, contain, and weigh individual samples of processing residual; and a safe, covered location, if reasonably possible, away from working areas and vehicle



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traffic where Metro may conduct an analysis of the facility's processing residual.

14. Indemnification.

- a. The facility shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, the facility's performance under this agreement.
- b. Metro shall indemnify, defend, and hold harmless the facility, its officers, employees, and agents from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of Metro or its assignees acting pursuant to the terms of this agreement, within the limits of the Oregon Tort Claims Act and the Oregon Constitution.

15. Confidentiality.

- a. Metro recognizes and acknowledges the confidential and proprietary nature of the names of persons or entities generating or delivering waste to the facility and the types and quantities of waste generated or delivered by such persons or entities and the fees charged by the facility ("confidential information") which the facility is required to submit to Metro under Section 11 of this agreement or which the facility is required to allow Metro to inspect, to audit and to copy under Section 10 of this agreement. Metro acknowledges that, although the facility is not obligated by law to submit such information or to allow Metro to inspect, to audit and to copy such information, the facility is voluntarily obligating itself to do so pursuant to this agreement. Metro also recognizes that the confidential information may be a "trade secret" and exempt from public disclosure under Oregon law because it is currently known only by the facility, is used by the facility in its business, has commercial value, and gives the facility a business advantage over competitors not possessing such information. The ability of competitors of the facility to obtain the confidential information specified herein is not in the public interest because it detracts from a relationship of trust that is necessary for Metro to effectively carry out its solid waste management functions. Metro hereby obligates itself in good faith not to disclose confidential information to any person outside of Metro except as specified herein. Access to, and use of, such confidential information shall only be as specified in this section.



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- b. At any time during and after the term of this agreement, Metro shall not, in any manner whatsoever, either directly or indirectly, divulge, disclose, or communicate confidential information to any person, partnership, firm, association, corporation, or other entity, or to any person at Metro who does not have a reasonable need to obtain confidential information for Metro's solid waste management purposes. Neither Metro nor any person at Metro shall use the confidential information specified in this section for personal benefit.
- c. Notwithstanding Sections 15a. and 15b. of this agreement, Metro may use confidential information for solid waste management purposes, including solid waste tracking and forecasting, enforcement of the Metro Code, or assistance to other jurisdictions in regulatory enforcement or other law enforcement. Metro may also use confidential information in aggregations or summaries that may be released to the public, so long as it is not possible to identify from such aggregations or summaries the persons or other entities generating and delivering waste to the facility, the types and quantities of waste that specific persons or other entities generate or deliver to the facility, or the fees charged by the facility. Metro shall notify the facility within six (6) days of Metro's receipt of any other type of request for confidential information from a third party. If the facility elects to challenge or appeal the release of confidential information, the facility shall assume all responsibilities for such defense. Notwithstanding the above, Metro agrees to cooperate with the facility in any challenge or appeal to a court order, subpoena or other applicable law requiring the release of confidential information. The facility shall indemnify and hold Metro harmless for all costs and expense incurred in the challenge or appeal to the release of confidential information, including court and appeal costs and attorneys' fees and expenses. Nothing in this paragraph is intended to require Metro to refuse to disclose confidential information after a final order, including any appeal, by a competent judicial authority. If Metro is required under court order, subpoena, or other applicable law to release confidential information, Metro shall so notify the facility in writing at least ten (10) days before releasing such information.
- d. When submitting to Metro, or allowing Metro to copy, the confidential information specified herein, the facility shall have a reasonable opportunity to mark such materials "CONFIDENTIAL." If the facility provides Metro with information that is not marked "CONFIDENTIAL," Metro shall have no obligation to treat such information as confidential information. Metro shall keep confidential information separate from other records and materials such that it will not be available to members of



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the public or will not be available to persons at Metro who do not have a reasonable need to obtain access to the information relative to Metro's solid waste management responsibilities.

- e. If Oregon law is modified such that the confidential information referenced in this section is no longer exempt from public disclosure, or if a court of competent jurisdiction requires release of such information, the facility shall no longer be required to submit such information to Metro or to allow Metro to copy such information. In such instance, upon request, the facility nevertheless agrees to provide to Metro the names of specific generators or transporters, and the types and quantities of waste delivered by such persons or entities, for Metro's use in enforcing the Metro Code against such persons or entities, when Metro has a reasonable suspicion that a violation has occurred.

16. Dispute Resolution. Both parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this agreement. Any controversy or claim arising out of or relating to this agreement shall be exclusively resolved as follows:

- a. If the COO finds that the facility has breached this agreement:
 - (1) The COO shall provide the facility with a written notice of breach that describes the alleged breach and that includes a date by which the facility must respond to the COO's notice;
 - (2) Within the period specified by the COO, the facility shall demonstrate that the facility has not breached this agreement, that the breach has been corrected, or that the facility is making diligent efforts to correct the breach and is likely to succeed in a reasonable period of time;
 - (3) If the COO determines that the facility has failed to correct or make diligent efforts to correct a breach of this agreement, the facility shall pay Metro not more than \$500 per day until the facility has corrected the breach. As an additional remedy, Metro shall be entitled to recover its actual damages during all periods of breach; and
 - (4) The parties shall resolve any dispute arising under this section by following the procedure for contested cases set forth in Metro Code Chapter 2.05. The Order of the Metro Council is a final



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order that the facility may appeal by filing a petition for writ of review.

- b. The facility shall resolve any claim that Metro has breached this agreement by following the procedure for contested cases set forth in Metro Code Chapter 2.05. The Order of the Metro Council is a final order that the facility may appeal by filing a petition for writ of review.
17. Modification and Suspension. The COO may modify or suspend this agreement without notice as follows:
- a. If necessary in the reasonable opinion of the COO to protect the public health, safety, or welfare, and in the case of an emergency;
 - b. If Metro discovers that the facility knowingly accepted prohibited Metro area waste or misrepresented the nature or identification of Metro area waste; or
 - c. If, due to a binding decision by an arbitrator or court of competent jurisdiction, Metro:
 - (1) May be liable for damages for allowing waste of a type specified in this agreement to be disposed of at the facility; or
 - (2) May no longer allow such waste to be disposed of at the facility.
18. Termination.
- a. The Metro Council may terminate this agreement for good cause upon passage of a resolution specifying the action taken and the effective date. The Metro Council's adoption of a resolution to delete the facility from the list of designated facilities shall constitute good cause for termination of this agreement. The facility's correction of a breach or diligent efforts to correct a breach of this agreement under Section 16 shall not constitute good cause for termination of this agreement.
 - b. The facility may terminate this agreement for good cause provided that such termination shall commence no sooner than 30 days after the facility provides Metro with written notice of the facility's intent to terminate.



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19. General Conditions.

- a. The facility shall be responsible for ensuring that its contractors and agents operate in compliance with the terms and conditions of this agreement.
- b. This agreement shall not confer a property right to the facility, nor vest any right or privilege in the facility to receive specific quantities of Metro area waste during the term of this agreement.
- c. The facility may not transfer or assign this agreement without the prior written approval of Metro. Metro shall not unreasonably withhold consent to assignment.
- d. The facility shall inform Metro of any change in ownership.
- e. A waiver of any term or condition of this agreement must be in writing, signed by either the COO, if Metro is making the waiver, or by an authorized representative of the facility, if the facility is making the waiver. Waiver of a term or condition of this agreement by either party shall neither waive nor prejudice that party's right otherwise to require performance of the same term or condition or any other term or condition.
- f. This agreement shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
- g. If any provision of this agreement shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this agreement shall not be affected.
- h. If any deadline required to be computed under any provision of this agreement falls on a Saturday, Sunday, or legal holiday, then the deadline shall be the next day which is not a Saturday, Sunday, or legal holiday. As used in this subsection, "legal holiday" means legal holiday as defined in Oregon Revised Statutes 187.010 and 187.020, as amended.
- i. This agreement is the entire agreement between the parties.
- j. Metro will not unreasonably withhold or delay any review or approval required under this agreement.

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20. Definitions.

- a. Unless otherwise specified, all terms are as defined in Metro Code Chapters 1.01 and 5.00.
- b. "Metro area waste" means solid waste generated from the Metro area, including solid waste generated from outside the Metro area if mixed in the same vehicle or container with solid waste generated from the Metro area, unless the facility is provided with documentation establishing the weight of the solid waste generated from the Metro area.

**TUALATIN VALLEY
WASTE RECOVERY**

METRO

By: 

Name: Adam Winslow

Title: Director

Date: 8/24/15

By: 

Name: Paul Slyman

Title: Director, Property and
Environmental Services

Date: 8/24/15

List of Attached Exhibits:

Exhibit A - Supplemental Operating Requirements



METRO

EXHIBIT A TO METRO CONTRACT NO.

Supplemental Operating Requirements

These supplemental operating requirements are intended to ensure that the designated facility operates in compliance with Metro Code Chapter 5.01.

Exhibit A is applicable to: 1) Metro area waste delivered to the facility, 2) Other non-putrescible waste that is commingled with Metro area waste, and 3) processing residual.



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1.0	GENERAL MANAGEMENT REQUIREMENTS	
1.1	Acceptance and management of non-putrescible waste	<ol style="list-style-type: none">1. Except as provided below in subsection 3, the facility shall receive, process, store, reload and transfer all non-putrescible waste on an impervious surface, for example asphalt or concrete; and inside a covered building that is enclosed on at least three sides. Unusually large vehicles (i.e., 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.2. The facility shall keep all non-putrescible solid waste physically separated from and not mixed or commingled with source-separated recyclable materials, including wood waste, yard debris and other recyclables.3. Self-haul customers with non-tipping vehicles may unload non-putrescible waste at the facility's designated self-haul receiving area, provided that:<ol style="list-style-type: none">a) The customer self-sorts or segregates the recyclable components of the load into containers at the time it is unloaded; orb) The unprocessed waste is loaded into containers that are covered prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.
1.2	Management of processing residual from material recovery	<ol style="list-style-type: none">1. The facility shall store, reload and transfer all processing residual on an impervious surface, for example, asphalt or concrete; within a covered building or alternatively, inside covered or tarped containers or within covered or tarped transport trailers.2. The facility shall keep all processing residual physically separated from and not mixed or commingled with source-separated recyclable materials, including wood waste, yard debris and other recyclables.



2.0 LIMITATIONS AND PROHIBITIONS		
2.1	Prohibition on mixing	The facility shall not mix any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the Facility with any other solid wastes.
2.2	Prohibition of size reduction on non-putrescible waste	The facility 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 Metro in the Metro operating plan.
2.3	No disposal of recyclable materials	<ol style="list-style-type: none">1. The facility shall not transfer source-separated recyclable materials to a disposal site.2. Source-separated recyclable materials at the facility that are in a condition which makes the material unusable or not recyclable may be disposed provided that the facility has obtained prior written approval from the Oregon Department of Environmental Quality (DEQ) for the disposal of such materials.

3.0 GENERAL OPERATING REQUIREMENTS		
3.1	Purpose	This section describes general operating requirements for the operation of the facility.
3.2	Qualified operator	<ol style="list-style-type: none">1. The facility 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 agreement.2. Facility personnel, as relevant to their job duties and responsibilities, shall be familiar with the relevant provisions of this agreement and the relevant procedures contained within the facility's operating plan.3. A qualified operator must have training and authority to reject prohibited waste that is discovered during load



		checks and to properly manage prohibited waste that is inadvertently received.
3.3	Fire prevention	The facility shall provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and adequate equipment for the isolation of potential heat sources and/or flammables from the processing area.
3.4	Adequate vehicle accommodation	<p>The facility shall:</p> <ol style="list-style-type: none">1. 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.2. 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.3. Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.
3.5	Managing prohibited wastes	<ol style="list-style-type: none">1. The facility is prohibited from receiving or processing any Metro area waste not authorized in the agreement. The facility shall not knowingly accept or retain waste prohibited under the agreement, including but not limited to putrescible waste, hazardous waste and friable asbestos-containing material. The facility must reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when inadvertently received.2. The facility shall implement a load-checking program to prevent the acceptance of waste that is prohibited by the agreement. This program must include at a minimum:<ol style="list-style-type: none">a) <u>Visual inspection</u>. As each load is tipped, a qualified operator, as provided in Section 3.2, shall visibly inspect the load to prevent the acceptance of waste that is prohibited by the agreement.b) <u>Containment area</u>. A secured or isolated containment area for the storage of prohibited wastes that are inadvertently received.



		<p>Containment areas shall be covered and enclosed to prevent leaking and contamination.</p> <p>c) <u>Record maintenance</u>. 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 facility shall remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and procedures established in the Metro operating plan. All such wastes the facility inadvertently 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 DEQ or local government.</p>
3.6	Storage and exterior stockpiles	<p>The facility shall:</p> <ol style="list-style-type: none">1. 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;2. Maintain storage areas in an orderly manner and keep the areas free of litter;3. Position exterior stockpiles within footprints identified on the facility site plan or Metro operating plan; and4. Except for inert materials, not stockpile recovered or source-separated materials for longer than 180 days (6 months). Metro may grant exceptions provided the facility has received written authority to store recovered or source-separated materials for longer periods of time based on a demonstrated need and such materials will be used productively and provided that such stockpiles will not create nuisances, health, safety or environmental problems.
3.7	Dust, airborne debris and litter	<ol style="list-style-type: none">1. The facility shall be operated in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and shall prevent its migration beyond property boundaries.2. The facility shall:<ol style="list-style-type: none">a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the



		<p>facility that all loads must be suitably secured to prevent any material from blowing off the load during transit.</p> <ul style="list-style-type: none">b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit.c) Maintain and operate all access roads and receiving, processing (including grinding), storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site.d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation.e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site.f) With advance coordination from Metro when reasonably feasible, 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.
3.8	Odor	<ul style="list-style-type: none">1. The facility shall be operated in a manner that prevents the generation of malodors that are detectable off-site.2. The facility shall establish and follow procedures in the Metro operating plan for minimizing malodor at the facility.
3.9	Vectors (e.g. birds, rodents, insects)	<ul style="list-style-type: none">1. The facility shall be operated 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



		<p>person or animal to another.</p> <p>2. If vectors are present or detected at the facility, the facility shall implement vector control measures.</p>
3.10	Noise	<p>The facility shall be operated 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>
3.11	Water contaminated by solid waste and solid waste leachate	<p>The facility shall be operated consistent with an approved DEQ stormwater management plan (or equivalent), and shall:</p> <ul style="list-style-type: none">a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; andb) Dispose of or treat water contaminated by solid waste generated onsite in a manner complying with local, state, and federal laws and regulations.
3.12	Access control	<ul style="list-style-type: none">1. Access to the facility shall be controlled as necessary to prevent unauthorized entry and dumping.2. The facility 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.
3.13	Signage	<ul style="list-style-type: none">1. The facility shall post signs at the scale house to the facility, and in conformity with local government signage regulations.2. The sign shall be easily and readily visible, and legible to customers upon arrival at the scale house and shall contain at least the following information:<ul style="list-style-type: none">a) Name of the facility;b) Metro's name and telephone number (503) 234-3000;c) A general description of authorized and prohibited wastes;d) Vehicle / traffic flow information or diagram;e) Covered load requirements; andf) Notice not to queue on public roadways.
3.14	Nuisance	<ul style="list-style-type: none">1. The facility shall respond to all nuisance complaints in



	complaints	<p>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 facility shall:</p> <ul style="list-style-type: none">a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); andb) Log all such complaints. Each log entry shall be retained for one year and shall be available for inspection by Metro.
3.15	Access to Supplemental Operating Requirements	<p>The facility shall maintain a copy of these supplemental operating requirements and the agreement on the facility premises, and in a location where facility personnel and Metro representatives have ready access to them.</p>

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