

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A)	ORDINANCE NO. 16-1381-A
FRANCHISE TERM EXTENSION,)	
ALLOCATING TONNAGE, AND)	Introduced by Chief Operating Officer Martha
AUTHORIZING THE CHIEF OPERATING)	Bennett in concurrence with Council
OFFICER TO ISSUE AN AMENDED)	President Tom Hughes
FRANCHISE FOR FOREST GROVE TRANSFER)	
STATION AND DECLARING AN EMERGENCY)	

WHEREAS, Metro Code Section 5.01.070(a)(2) states that a Metro Solid Waste Facility Franchise is required for any person owning or controlling a facility that operates a Transfer Station; and

WHEREAS, Waste Management of Oregon, Inc. operates the Forest Grove Transfer Station and holds Metro Solid Waste Facility Franchise Number F-004-08C, which will expire on December 31, 2016; and

WHEREAS, Metro Code Section 5.01.073(k) establishes a franchise term as not more than five years; and

WHEREAS, Metro remains engaged in the Solid Waste Roadmap process, which is a long term effort to determine the best approach to managing the region’s solid waste and other discarded materials; and

WHEREAS, on July 21, 2016, the Metro Council adopted a transfer system configuration policy via Resolution No. 16-4716 to ensure that the regional transfer system provides maximum public benefit and that Metro maintain the current configuration of public and private transfer stations; and

WHEREAS, the transfer system configuration policy requires that Metro (1) allocate tonnage on a percentage basis to ensure flow to public stations; (2) develop by administrative rule a consistent process and framework for adjusting allocations in the future; (3) limit the amount of putrescible solid waste any one private company may transfer; and (4) ensure transfer station rate transparency; and

WHEREAS, the Chief Operating Officer recommends no change to the current franchise tonnage allocation amount, and that no future tonnage allocation adjustment occur until the Metro Council adopts an administrative rule outlining the allocation adjustment process; and

WHEREAS, the Chief Operating Officer further recommends amending the franchise to require a franchisee to provide 30-days notice when denying waste haulers access to a facility and other housekeeping changes to improve readability and consistency; and

WHEREAS, the Chief Operating Officer recommends that the Metro Council extend the franchise for three additional years to December 31, 2019, in order to maintain continuity in the transfer station system while the Solid Waste Roadmap process continues; and

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

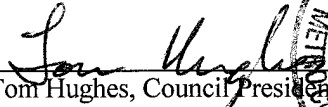
WHEREAS, the Metro Council finds that the terms, conditions, and limitations contained in Exhibit A to this Ordinance are appropriate; now therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The transfer station franchise amendments for Forest Grove Transfer Station are approved subject to the terms, conditions, and limitations contained in Exhibit A.
2. The Chief Operating Officer is authorized to issue to Waste Management of Oregon, Inc. an amended Solid Waste Facility Franchise for Forest Grove Transfer Station substantially similar to the one attached as Exhibit A.
3. That this Ordinance being necessary for the health, safety, and welfare of the Metro area by ensuring that transfer stations have ongoing Metro authorization to accept putrescible waste, an emergency is declared to exist pursuant to Metro Charter Section 38 (1), and this Ordinance will take effect on January 1, 2017.

ADOPTED by the Metro Council this 1 day of ~~November~~ 2016.

December



Tom Hughes, Council President

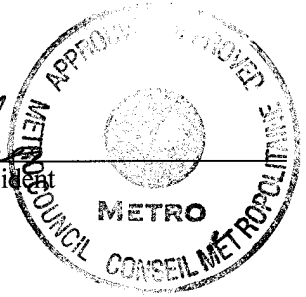
Approved as to Form:



for Alison R. Kean, Metro Attorney

Attest:


Nellie Papsdorf, Recording Secretary





SOLID WASTE FACILITY FRANCHISE
No. F-004-08D

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

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

 Paul Slyman, Property and Environmental Services Director

 Date



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1.0	ISSUANCE	
1.1	Franchisee	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.2	Corporate affiliation	Waste Management, Inc. 1001 Fannin, Suite 4000 Houston, Texas 77002
1.3	Contact	Kirk Duncan Phone: (503) 992-3015 Fax: (503) 357-4822 E-mail: kduncan2@wm.com
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-004-08D.
1.5	Term	The franchise originally commenced on January 1, 2009, with a termination date of December 31, 2016. The franchise is now extended to terminate on December 31, 2019, unless amended, suspended, or revoked as provided in this franchise.
1.6	Renewal	The franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
1.7	Facility name and mailing address	Forest Grove Transfer Station 1525 B Street Forest Grove, Oregon 97116 Tel. (503) 992-3015 Fax. (503) 357-4822
1.8	Operator	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.9	Facility premises description	Tax Lot Identification No. 1S306BC09501, No. 1S306CB00500, and No. 1S306CB00600, City of Forest Grove, Washington County, State of Oregon
1.10	Property owner	Waste Management of Oregon, Inc.



		7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.11	Permission to operate	The franchisee is the property owner.

2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This franchise does not vest any right or privilege in the franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise.
2.2	Non-exclusive franchise	This franchise does not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
2.3	Property rights	This franchise does not convey any property rights in either real or personal property.
2.4	Amendment	Except as provided in Section 11.0, no amendment will be effective unless approved by the Metro Council.
2.5	No recourse	The franchisee will have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	Indemnification	The franchisee must 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.
2.7	Binding nature	This franchise is binding on the franchisee. The franchisee is liable for all acts and omissions of the franchisee's contractors and agents.
2.8	Waivers	To be effective, a waiver of any terms or conditions of this franchise must conform with Section 11.0 and be in writing and



		signed by the COO.
2.9	Effect of waiver	Waiver of a term or condition of this franchise does not waive nor prejudice Metro's right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.10	Choice of law	The franchise will be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.11	Enforceability	If a court of competent jurisdiction determines that any provision of this franchise is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this franchise will not be affected.
2.12	Franchise not a waiver	This franchise does not relieve any owner, operator, or the franchisee from the obligation to obtain all required permits, franchises, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.13	Franchise not limiting	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.14	Definitions	<ol style="list-style-type: none"> 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. 2. Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.

3.0	AUTHORIZATIONS	
3.1	Purpose	This section of the franchise describes the wastes that the franchisee is authorized to accept at the facility and the waste-related activities the franchisee is authorized to perform at the facility.
3.2	General conditions on solid waste	The franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The franchisee



		is prohibited from knowingly receiving any solid waste not authorized in this section.
3.3	General conditions on activities	The franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
3.4	Acceptance and management of putrescible solid waste	<ol style="list-style-type: none">1. The franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2. The franchisee also is authorized to accept putrescible waste for material recovery.2. The franchisee must 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.
3.5	Acceptance and management of mixed non-putrescible solid waste	<ol style="list-style-type: none">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.2. Except as provided below in Subsections (a) and (b), the franchisee must 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">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.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.3. The franchisee must reload and remove all mixed non-putrescible waste from the site within 48 hours of receipt.



3.6	Household hazardous waste collection	The franchisee must provide opportunities for Metro to hold household hazardous waste collection events on-site at regular intervals and must set aside a suitable area for that purpose.
3.7	Acceptance of source-separated recyclable materials	<ol style="list-style-type: none">1. The franchisee must 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, “source-separated recyclable materials” will 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 subsequent to the effective date of this franchise.2. The franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.
3.8	Acceptance of yard debris	The franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.9	Acceptance of source-separated food waste	The franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.
3.10	Acceptance of untreated wood	The franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as



		described in an operating plan and approved in writing by the COO.
3.11	Acceptance of painted and treated wood	The franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO. The franchisee must 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.
3.12	Acceptance of electronics devices	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).
3.13	Acceptance of inert material	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	LIMITATIONS AND PROHIBITIONS	
4.1	Purpose	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
4.2	Tonnage allocation	<ol style="list-style-type: none"> 1. The franchisee is authorized to accept putrescible waste generated inside the Metro region as follows: <ol style="list-style-type: none"> a) For calendar year 2017, beginning on January 1 and ending December 31, 2017, the franchisee is authorized to accept up to 125,000 tons of putrescible waste generated inside the Metro region; b) In October 2017, the COO will allocate tonnage for calendar year 2018 and amend Section 4.2 of this franchise as described in the staff report to Ordinance No. 16-1381; and c) In October 2018, the COO will allocate tonnage for calendar year 2019 and amend Section 4.2 of this franchise as described in the staff report to Ordinance



		<p>No. 16-1381.</p> <p>2. Metro bases its tonnage allocations on its <i>Solid Waste Forecast</i>. Although Metro makes every effort to include accurate and reliable information in its forecast, Metro may adjust tonnage allocations based on tonnage trends and actual solid waste generation.</p>
4.3	Waste hauler access	<p>It is in the public's best interest that transfer stations located inside the Metro region maintain adequate capacity to accommodate solid waste generated within the region and provide adequate access to waste haulers that collect solid waste within the geographic proximity of the facility. Therefore:</p> <ul style="list-style-type: none">a) The franchisee must not accept solid waste generated outside the Metro region if to do so would limit the franchisee from accepting any putrescible or non-putrescible waste generated inside the Metro region;b) The franchisee should not accept solid waste collected outside of the geographic proximity of the facility if to do so would deny access to waste haulers that collect solid waste within the geographic proximity of the facility;c) The franchisee must not deny access to any unaffiliated waste hauler without due cause or written notice 30-days in advance. Due cause includes, but is not limited to, load contamination, failure to pay, or risk of exceeding the franchise tonnage allocation; andd) The COO may require the franchisee to provide a written explanation of its rationale if the facility denies access or refuses service to a waste hauler.
4.4	Prohibited waste	<p>The franchisee must not knowingly receive, process, reload, or dispose of any solid waste not authorized by this franchise. The franchisee must 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.</p>
4.5	Prohibition on mixing	<ul style="list-style-type: none">1. The franchisee must not mix or commingle any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any unprocessed solid wastes or solid wastes destined for disposal.2. The franchisee must not mix or commingle putrescible solid



		<p>waste with non-putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.</p> <p>3. The franchisee must 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	Prohibition of size reduction on non-putrescible waste	The franchisee must 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.
4.7	No disposal of recyclable materials	The franchisee must not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.8	Composting prohibited	The franchisee must not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.9	Limits not exclusive	This franchise will not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit.

5.0	OPERATING CONDITIONS	
5.1	Purpose and general performance goals	<p>This section of the franchise describes criteria and standards for the operation of the facility. The franchisee must operate in a manner that meets the following general performance goals:</p> <ul style="list-style-type: none"> a) Environment. The franchisee must design and operate the facility to avoid undue threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste, asbestos and other prohibited wastes. b) Health and safety. The franchisee must design and operate the facility to avoid conditions that may degrade public health and safety including, but not limited to,



		<p>fires, vectors, pathogens and airborne debris.</p> <p>c) Nuisances. The franchisee must design and operate the facility to avoid nuisance conditions including, but not limited to, litter, dust, odors, and noise.</p>
5.2	Qualified operator	<ol style="list-style-type: none">1. Except as described in an operating plan and approved in writing by the COO, the franchisee must, 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 comply with Metro Code Chapter 5.01.2. Facility personnel, as relevant to their job duties and responsibilities, must be familiar with the relevant provisions of this franchise and the relevant procedures contained within the facility's operating plan.3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.
5.3	Fire prevention	<p>The franchisee must provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and the isolation of potential heat sources and/or flammables from processing and storage areas.</p>
5.4	Adequate vehicle accommodation	<p>The franchisee must:</p> <ol style="list-style-type: none">a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. The franchisee must maintain access roads to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles must not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.c) Post signs to inform customers not to queue on public roadways.d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.
5.5	Managing	<ol style="list-style-type: none">1. The franchisee must reject prohibited waste upon discovery



	prohibited wastes	<p>and must properly manage and dispose of prohibited waste when unknowingly received.</p> <p>2. The franchisee must implement a load-checking program to prevent accepting prohibited waste. This program must include at a minimum:</p> <ul style="list-style-type: none">a) Visual inspection. As each load is tipped, a qualified operator must visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas must be covered and enclosed to prevent leaking and contamination.c) Record maintenance. The franchisee must maintain records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste and make those records available for review by Metro. <p>3. Upon discovery, the franchisee must 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 must 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>
5.6	Storage and exterior stockpiles	<p>The franchisee must:</p> <ul style="list-style-type: none">a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;b) Maintain storage areas in an orderly manner and keep the areas free of litter;c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; andd) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).
5.7	Dust, airborne debris and litter	<p>The franchisee must operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and must prevent its migration beyond property</p>



		<p>boundaries. The franchisee must:</p> <ul style="list-style-type: none">a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit;c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site;d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; andf) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, must be permitted access to the premises of the facility for the purpose of making contact with individuals they have observed transporting uncovered loads of solid waste or recyclable materials on a public road right-of-way in violation of Section 5.09.040 of the Metro Code.
5.8	Odor	<ul style="list-style-type: none">1. The franchisee must operate the facility in a manner that prevents the generation of odors that are detectable off-site.2. The franchisee must establish and follow procedures in the operating plan for minimizing odor at the facility.
5.9	Vectors (e.g. birds, rodents, insects)	<ul style="list-style-type: none">1. The franchisee must operate the facility in a manner that is not conducive to harboring 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>2. If vectors are present or detected at the facility, the franchisee must implement vector control measures.</p>
5.10	Noise	<p>The franchisee must operate the facility in a manner that avoids noise sufficient to cause adverse off-site impacts and to the extent necessary to meet applicable regulatory standards and land-use regulations.</p>
5.11	Water contaminated by solid waste and solid waste leachate	<p>The franchisee must operate the facility consistent with an approved DEQ stormwater management plan or equivalent and must:</p> <ul style="list-style-type: none">a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; andb) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.
5.12	Access control	<ul style="list-style-type: none">1. The franchisee must control access to the facility as necessary to prevent unauthorized entry and dumping.2. The franchisee must maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
5.13	Signage	<p>The franchisee must post signs at all public entrances to the facility. The signs must comply with local government signage regulations. These signs must be easily and readily visible, and legible from off-site during all hours and must contain at least the following information:</p> <ul style="list-style-type: none">a) Name of the facility;b) Address of the facility;c) Emergency telephone number for the facility;d) Operating hours during which the facility is open for the receipt of authorized waste;e) Fees and charges;f) Metro's name and telephone number (503) 234-3000;g) A list of authorized and prohibited wastes;h) Vehicle / traffic flow information or diagram;i) Covered load requirements; and



		j) Directions not to queue on public roadways.
5.14	Nuisance complaints	<ol style="list-style-type: none"> 1. The franchisee must respond to all nuisance complaints in timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and must 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. 2. If the facility receives a complaint, the Franchisee must: <ol style="list-style-type: none"> a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); and b) Log all such complaints as provided by the operating plan. The franchisee must retain each log entry for one year and it must be available for inspection by Metro.
5.15	Operating hours	Metro may reasonably regulate the hours of facility operation as it finds necessary to ensure compliance with this franchise. Metro will exercise best efforts to provide 90 days written notice prior to regulating hours of operation and will not unreasonably increase the franchisee’s costs of operation of the facility.
5.16	Access to franchise document	The franchisee must maintain a copy of this franchise on the facility’s premises, and in a location where facility personnel and Metro representatives have ready access to it.

6.0	OPERATING PLAN	
6.1	Purpose	This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
6.2	Plan compliance	The franchisee must operate the facility in accordance with an operating plan approved in writing by the COO. The operating plan must include sufficient detail to demonstrate that the facility will be operated in compliance with this franchise. The franchisee may amend or revise the operating plan from time to time, subject to written approval by the COO.
6.3	Plan maintenance	The franchisee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The franchisee must submit amendments and



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



		immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.
6.9	Procedures for dust prevention	The operating plan must establish procedures for preventing dust from blowing off the premises of the facility. The plan must include: <ul style="list-style-type: none">a) A management plan that the franchisee will use to monitor and manage dust of any derivation; andb) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.
6.10	Procedures for emergencies	The operating plan must establish procedures that the franchisee will follow in case of fire or other emergency.
6.11	Procedures for nuisance complaints	<ul style="list-style-type: none">1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the franchisee must record: <ul style="list-style-type: none">a) The nature of the complaint;b) The date the complaint was received;c) The name, address and telephone number of the person or persons making the complaint; andd) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).2. The franchisee must make records of such information available to Metro upon request. The franchisee must retain each complaint record for a period of not less than one year.
6.12	Closure protocol	The franchisee must establish protocol for closure and restoration of the site in the event of a cession of operations as provided in Metro Code Chapter 5.01. The plan must include protocol for: <ul style="list-style-type: none">a) Short-term closure (duration of time that is more than two consecutive business days but less than 120 days in length); andb) Long-term closure (duration of time that is 120 consecutive days or more in length).
6.13	Financial assurance	The franchisee must 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.
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7.0	FEES AND RATES	
7.1	Purpose	This section of the franchise specifies fees payable by the franchisee, and describes rate regulation by Metro.
7.2	Annual fee	The franchisee must pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
7.3	Rates	<ol style="list-style-type: none"> 1. The rates charged by the franchisee for accepting solid waste are not subject to regulation by Metro unless the Metro Council adopts an ordinance that establishes Metro's rate regulation authority. 2. Notwithstanding the provision above, the rates charged by the franchisee must not exceed the rates posted at the facility as described in Section 5.13.
7.4	Metro fee and tax imposed on disposal	The franchisee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.
7.5	Metro community enhancement fee imposed on waste received	The franchisee must 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 must remit the community enhancement fees to Metro on a monthly basis in conjunction with fees remitted in Section 7.4.

8.0	RECORD KEEPING AND REPORTING	
8.1	Purpose	This section of the franchise describes record keeping and reporting requirements. The franchisee must effectively monitor facility operation and maintain accurate records of the information described in this section.
8.2	Record keeping requirements	For all solid waste and materials the franchisee is authorized to accept under Section 3.0, the franchisee must keep and maintain accurate records of the amount of authorized materials the



		franchisee accepts, recovers, recycles, reloads, and disposes. These records include the information specified in the Metro document titled, <u>Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements.</u>
8.3	Reporting requirements	The franchisee must transmit to Metro records required under Section 8.0 no later than fifteen days following the end of each month in a format prescribed by Metro.
8.4	Account number listing	Within five business days of Metro's request, franchisee must provide Metro with a listing that cross-references the account numbers used in the transaction database with the company's name and address.
8.5	Transactions based on scale weights	Except for minimum fee transactions for small, lightweight loads, the franchisee must record each inbound and outbound transaction electronically based on actual and accurate scale weights using the franchisee's on-site scales.
8.6	DEQ submittals	The franchisee must provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this franchise within two business days of providing such information to DEQ.
8.7	Copies of enforcement actions provided to Metro	The franchisee must 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) related to the operation of the facility.
8.8	Unusual occurrences	<ol style="list-style-type: none">1. The franchisee must keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.2. The franchisee must notify Metro within 24 hours of any breakdown of the franchisee's equipment if the breakdown will substantially impact the facility's ability to comply with this franchise or with Metro Code, or which will create off-site impacts.3. The franchisee must report any facility fires, accidents, emergencies, and other significant incidents to Metro within



		<p>12 hours of the discovery of their occurrence.</p> <p>4. The franchisee must give at least 24-hour notice to the COO prior to the short-term closure of the facility. The franchisee must comply with the closure protocol provided in Section 6.12.</p> <p>5. The franchisee must give at least 90 days written notice to the COO prior to the long-term closure of the facility. The franchisee must comply with the closure protocol provided in Section 6.12.</p>
8.9	Changes in ownership	<p>1. Any change in control of franchisee or the transfer of a controlling interest of franchisee requires 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 amend 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>

9.0	INSURANCE REQUIREMENTS	
9.1	Purpose	This section describes the types of insurance that the franchisee must purchase and maintain at the franchisee's expense, covering the franchisee, its employees, and agents. The franchisee must provide Metro with documentation demonstrating that it holds all of the required insurance coverage described in Section 9.0.
9.2	General liability	The franchisee must carry the most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro.
9.3	Automobile	The franchisee must carry automobile bodily injury and property damage liability insurance.



9.4	Coverage	Insurance coverage must be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.
9.5	Additional insureds	Metro, its elected officials, departments, employees, and agents must be named as ADDITIONAL INSUREDS.
9.6	Worker's Compensation Insurance	The franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law must comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The franchisee must provide Metro with certification of Workers' Compensation insurance including employer's liability. If the franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
9.7	Notification	The franchisee must give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

10.0	ENFORCEMENT	
10.1	Generally	Metro will enforce this franchise as specified in Metro Code Chapter 5.01.
10.2	Authority vested in Metro	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise is at all times vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such requirements against franchisee.
10.3	No enforcement limitations	This franchise may not be construed to and does not limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor does this franchise limit or preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any person or persons within the District, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the franchisee's operation of the facility.
10.4	Penalties	Each violation of a franchise condition is punishable by penalties as established in Metro Code Chapter 5.01. Each day a violation



		continues constitutes a separate violation.
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11.0 AMENDMENT, SUSPENSION, AND REVOCATION		
11.1	Amendment by agreement	At any time during the term of the franchise, either the COO or the franchisee may propose amendments to this franchise. If either the COO or the franchisee proposes amendments to this franchise, both parties will make good faith efforts to arrive at consensus on the intent and implementing language of said amendments.
11.2	Amendment by Metro Council action	<p>Except as provided in Section 11.3, the provisions of this franchise will remain in effect unless the Metro Council:</p> <ul style="list-style-type: none">a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this franchisee is a member; andb) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance. <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the franchisee provides evidence that the amendment will result in significant capital cost to the franchisee, the Metro Council will include capital cost and the ability of the franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
11.3	Amendment, suspension or revocation by Metro for cause	<p>In addition to the amendments authorized by Section 4.2 , the COO may, at any time before the expiration date, amend, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none">a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;c) Failure to disclose fully all relevant facts;d) A significant release into the environment from the facility;



		<ul style="list-style-type: none">e) Significant change in the character of solid waste received or in the operation of the facility;f) Any change in ownership or control;g) A request from the local government stemming from impacts resulting from facility operations;h) Compliance history of the franchisee; andi) Changes in regional tonnage trends or actual solid waste generation.
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12.0	GENERAL OBLIGATIONS	
12.1	Compliance with law	The franchisee must 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 are deemed part of this franchise as if specifically set forth herein. These conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time the franchise is issued but not cited or attached, and permits or conditions issued or amended during the term of the franchise.
12.2	Deliver waste to appropriate destinations	The franchisee must ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code Chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.



12.3	Right of inspection and audit	Authorized representatives of Metro may take photographs, collect samples of materials, and perform any inspection or audit as the COO deems appropriate. The franchisee must allow authorized representatives 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, Metro's right to inspect includes 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.
12.4	Confidential information	The franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the franchisee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro. The franchisee must prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro will 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 days of Metro's receipt of a request for disclosure of information identified by franchisee as confidential, Metro will provide franchisee written notice of the request. The franchisee will have three 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 is responsible for any costs incurred by Metro as a result of Metro's efforts to remove or redact any such confidential information from documents that Metro produces in response to a public records request. This Section 12.0 does 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, those representatives agree to continue to treat the information as confidential and make good faith efforts not to



		disclose the information
12.5	Compliance by agents	The franchisee is responsible for ensuring that its agents and contractors comply with this franchise.

W:bjl

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A) ORDINANCE NO. 16-1381-A
FRANCHISE TERM EXTENSION,)
ALLOCATING TONNAGE, AND) Introduced by Chief Operating Officer Martha
AUTHORIZING THE CHIEF OPERATING) Bennett in concurrence with Council
OFFICER TO ISSUE AN AMENDED) President Tom Hughes
FRANCHISE FOR FOREST GROVE TRANSFER)
STATION AND DECLARING AN EMERGENCY)

WHEREAS, Metro Code Section 5.01.070(a)(2) states that a Metro Solid Waste Facility Franchise is required for any person owning or controlling a facility that operates a Transfer Station; and

WHEREAS, Waste Management of Oregon, Inc. operates the Forest Grove Transfer Station and holds Metro Solid Waste Facility Franchise Number F-004-08C, which will expire on December 31, 2016; and

WHEREAS, Metro Code Section 5.01.073(k) establishes a franchise term as not more than five years; and

WHEREAS, Metro remains engaged in the Solid Waste Roadmap process, which is a long term effort to determine the best approach to managing the region's solid waste and other discarded materials; and

WHEREAS, on July 21, 2016, the Metro Council adopted a transfer system configuration policy via Resolution No. 16-4716 to ensure that the regional transfer system provides maximum public benefit and that Metro maintain the current configuration of public and private transfer stations; and

WHEREAS, the transfer system configuration policy requires that Metro (1) allocate tonnage on a percentage basis to ensure flow to public stations; (2) develop by administrative rule a consistent process and framework for adjusting allocations in the future; (3) limit the amount of putrescible solid waste any one private company may transfer; and (4) ensure transfer station rate transparency; and

WHEREAS, the Chief Operating Officer recommends no change to the current franchise tonnage allocation amount, and that no future tonnage allocation adjustment occur until the Metro Council adopts an administrative rule outlining the allocation adjustment process; and

WHEREAS, the Chief Operating Officer further recommends amending the franchise to require a franchisee to provide 30-days notice when denying waste haulers access to a facility, ~~to add provisions designed to increase transfer station rate transparency~~, and other housekeeping changes to improve readability and consistency; and

WHEREAS, the Chief Operating Officer recommends that the Metro Council extend the franchise for three additional years to December 31, 2019, in order to maintain continuity in the transfer station system while the Solid Waste Roadmap process continues; and

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

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

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The transfer station franchise amendments for Forest Grove Transfer Station are approved subject to the terms, conditions, and limitations contained in Exhibit A.
2. The Chief Operating Officer is authorized to issue to Waste Management of Oregon, Inc. an amended Solid Waste Facility Franchise for Forest Grove Transfer Station substantially similar to the one attached as Exhibit A.
3. That this Ordinance being necessary for the health, safety, and welfare of the Metro area by ensuring that transfer stations have ongoing Metro authorization to accept putrescible waste, an emergency is declared to exist pursuant to Metro Charter Section 38 (1), and this Ordinance will take effect on January 1, 2017.

ADOPTED by the Metro Council this ___ day of ~~October~~ November 2016.

Attest:

Tom Hughes, Council President

Approved as to Form:

Nellie Papsdorf, Recording Secretary

Alison R. Kean, Metro Attorney

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



SOLID WASTE FACILITY FRANCHISE No. F-004-08D

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

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

Paul Slyman, Property and Environmental Services Director

Date



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1.0	ISSUANCE	
1.1	Franchisee	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.2	Corporate affiliation	Waste Management, Inc. 1001 Fannin, Suite 4000 Houston, Texas 77002
1.3	Contact	Kirk Duncan Phone: (503) 992-3015 Fax: (503) 357-4822 E-mail: kduncan2@wm.com
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-004-08D.
1.5	Term	The franchise originally commenced on January 1, 2009, with a termination date of December 31, 2016. The franchise is now extended to terminate on December 31, 2019, unless amended, suspended, or revoked as provided in this franchise.
1.6	Renewal	The franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
1.7	Facility name and mailing address	Forest Grove Transfer Station 1525 B Street Forest Grove, Oregon 97116 Tel. (503) 992-3015 Fax. (503) 357-4822
1.8	Operator	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.9	Facility premises description	Tax Lot Identification No. 1S306BC09501, No. 1S306CB00500, and No. 1S306CB00600, City of Forest Grove, Washington County, State of Oregon
1.10	Property owner	Waste Management of Oregon, Inc.



		7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.11	Permission to operate	The franchisee is the property owner.

2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This franchise does not vest any right or privilege in the franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise.
2.2	Non-exclusive franchise	This franchise does not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
2.3	Property rights	This franchise does not convey any property rights in either real or personal property.
2.4	Amendment	Except as provided in Section 11.0, no amendment will be effective unless approved by the Metro Council.
2.5	No recourse	The franchisee will have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	Indemnification	The franchisee must 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.
2.7	Binding nature	This franchise is binding on the franchisee. The franchisee is liable for all acts and omissions of the franchisee's contractors and agents.
2.8	Waivers	To be effective, a waiver of any terms or conditions of this franchise must conform with Section 11.0 and be in writing and



		signed by the COO.
2.9	Effect of waiver	Waiver of a term or condition of this franchise does not waive nor prejudice Metro’s right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.10	Choice of law	The franchise will be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.11	Enforceability	If a court of competent jurisdiction determines that any provision of this franchise is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this franchise will not be affected.
2.12	Franchise not a waiver	This franchise does not relieve any owner, operator, or the franchisee from the obligation to obtain all required permits, franchises, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.13	Franchise not limiting	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.14	Definitions	<ol style="list-style-type: none"> 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. 2. Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.

3.0	AUTHORIZATIONS	
3.1	Purpose	This section of the franchise describes the wastes that the franchisee is authorized to accept at the facility and the waste-related activities the franchisee is authorized to perform at the facility.
3.2	General conditions on solid waste	The franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The franchisee



		is prohibited from knowingly receiving any solid waste not authorized in this section.
3.3	General conditions on activities	The franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
3.4	Acceptance and management of putrescible solid waste	<ol style="list-style-type: none">1. The franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2. The franchisee also is authorized to accept putrescible waste for material recovery.2. The franchisee must 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.
3.5	Acceptance and management of mixed non-putrescible solid waste	<ol style="list-style-type: none">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.2. Except as provided below in Subsections (a) and (b), the franchisee must 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">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.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.3. The franchisee must reload and remove all mixed non-putrescible waste from the site within 48 hours of receipt.



3.6	Household hazardous waste collection	The franchisee must provide opportunities for Metro to hold household hazardous waste collection events on-site at regular intervals and must set aside a suitable area for that purpose.
3.7	Acceptance of source-separated recyclable materials	<ol style="list-style-type: none">1. The franchisee must 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, “source-separated recyclable materials” will 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 subsequent to the effective date of this franchise.2. The franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.
3.8	Acceptance of yard debris	The franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.9	Acceptance of source-separated food waste	The franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.
3.10	Acceptance of untreated wood	The franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as



		described in an operating plan and approved in writing by the COO.
3.11	Acceptance of painted and treated wood	The franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO. The franchisee must 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.
3.12	Acceptance of electronics devices	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).
3.13	Acceptance of inert material	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	LIMITATIONS AND PROHIBITIONS	
4.1	Purpose	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
4.2	Tonnage allocation	<ol style="list-style-type: none"> 1. The franchisee is authorized to accept putrescible waste generated inside the Metro region as follows: <ol style="list-style-type: none"> a) For calendar year 2017, beginning on January 1 and ending December 31, 2017, the franchisee is authorized to accept up to 125,000 tons of putrescible waste generated inside the Metro region; b) In October 2017, the COO will allocate tonnage for calendar year 2018 and amend Section 4.2 of this franchise as described in the staff report to Ordinance No. 16-1381; and c) In October 2018, the COO will allocate tonnage for calendar year 2019 and amend Section 4.2 of this franchise as described in the staff report to Ordinance



		<p>No. 16-1381.</p> <p>2. Metro bases its tonnage allocations on its <i>Solid Waste Forecast</i>. Although Metro makes every effort to include accurate and reliable information in its forecast, Metro may adjust tonnage allocations based on tonnage trends and actual solid waste generation.</p>
4.3	Waste hauler access	<p>It is in the public's best interest that transfer stations located inside the Metro region maintain adequate capacity to accommodate solid waste generated within the region and provide adequate access to waste haulers that collect solid waste within the geographic proximity of the facility. Therefore:</p> <ul style="list-style-type: none">a) The franchisee must not accept solid waste generated outside the Metro region if to do so would limit the franchisee from accepting any putrescible or non-putrescible waste generated inside the Metro region;b) The franchisee should not accept solid waste collected outside of the geographic proximity of the facility if to do so would deny access to waste haulers that collect solid waste within the geographic proximity of the facility;c) The franchisee must not deny access to any unaffiliated waste hauler without due cause or written notice 30-days in advance. <u>Due cause includes, but is not limited to, load contamination, failure to pay, or risk of exceeding the franchise tonnage allocation;</u> andd) The COO may require the franchisee to provide a written explanation of its rationale if the facility denies access or refuses service to a waste hauler.
4.4	Prohibited waste	<p>The franchisee must not knowingly receive, process, reload, or dispose of any solid waste not authorized by this franchise. The franchisee must 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.</p>
4.5	Prohibition on mixing	<ul style="list-style-type: none">1. The franchisee must not mix or commingle any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any unprocessed solid wastes or solid wastes destined for disposal.2. The franchisee must not mix or commingle putrescible solid



		<p>waste with non-putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.</p> <p>3. The franchisee must 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	Prohibition of size reduction on non-putrescible waste	<p>The franchisee must 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.</p>
4.7	No disposal of recyclable materials	<p>The franchisee must not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.</p>
4.8	Composting prohibited	<p>The franchisee must not keep yard debris on site long enough for more than negligible biological decomposition to begin.</p>
4.9	Limits not exclusive	<p>This franchise will 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.</p>



5.0 OPERATING CONDITIONS		
5.1	Purpose and general performance goals	<p>This section of the franchise describes criteria and standards for the operation of the facility. The franchisee must operate in a manner that meets the following general performance goals:</p> <ul style="list-style-type: none">a) Environment. The franchisee must design and operate the facility to avoid undue threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste, asbestos and other prohibited wastes.b) Health and safety. The franchisee must design and operate the facility to avoid conditions that may degrade public health and safety including, but not limited to, fires, vectors, pathogens and airborne debris.c) Nuisances. The franchisee must design and operate the facility to avoid nuisance conditions including, but not limited to, litter, dust, odors, and noise.
5.2	Qualified operator	<ol style="list-style-type: none">1. Except as described in an operating plan and approved in writing by the COO, the franchisee must, 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 comply with Metro Code Chapter 5.01.2. Facility personnel, as relevant to their job duties and responsibilities, must be familiar with the relevant provisions of this franchise and the relevant procedures contained within the facility's operating plan.3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.
5.3	Fire prevention	<p>The franchisee must provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and the isolation of potential heat sources and/or flammables from processing and storage areas.</p>
5.4	Adequate vehicle accommodation	<p>The franchisee must:</p> <ul style="list-style-type: none">a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. The franchisee



		<p>must maintain access roads to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.</p> <ul style="list-style-type: none">b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles must not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.c) Post signs to inform customers not to queue on public roadways.d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.
5.5	Managing prohibited wastes	<ul style="list-style-type: none">1. The franchisee must reject prohibited waste upon discovery and must properly manage and dispose of prohibited waste when unknowingly received.2. The franchisee must implement a load-checking program to prevent accepting prohibited waste. This program must include at a minimum:<ul style="list-style-type: none">a) Visual inspection. As each load is tipped, a qualified operator must visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas must be covered and enclosed to prevent leaking and contamination.c) Record maintenance. The franchisee must maintain records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste and make those records available for review by Metro.3. Upon discovery, the franchisee must 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 must be removed from the site and transported to an appropriate destination within 90 days of receipt, unless required to be removed earlier by the DEQ or local government.
5.6	Storage and	The franchisee must:



	exterior stockpiles	<ul style="list-style-type: none">a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;b) Maintain storage areas in an orderly manner and keep the areas free of litter;c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; andd) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).
5.7	Dust, airborne debris and litter	<p>The franchisee must operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and must prevent its migration beyond property boundaries. The franchisee must:</p> <ul style="list-style-type: none">a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit;c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site;d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; andf) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, must be permitted access to the premises of the facility for the



		<p>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>
5.8	Odor	<ol style="list-style-type: none">1. The franchisee must operate the facility in a manner that prevents the generation of odors that are detectable off-site.2. The franchisee must establish and follow procedures in the operating plan for minimizing odor at the facility.
5.9	Vectors (e.g. birds, rodents, insects)	<ol style="list-style-type: none">1. The franchisee must operate the facility in a manner that is not conducive to harboring rodents, birds, insects, or other vectors capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.2. If vectors are present or detected at the facility, the franchisee must implement vector control measures.
5.10	Noise	<p>The franchisee must operate the facility in a manner that avoids noise sufficient to cause adverse off-site impacts and to the extent necessary to meet applicable regulatory standards and land-use regulations.</p>
5.11	Water contaminated by solid waste and solid waste leachate	<p>The franchisee must operate the facility consistent with an approved DEQ stormwater management plan or equivalent and must:</p> <ol style="list-style-type: none">a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; andb) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.
5.12	Access control	<ol style="list-style-type: none">1. The franchisee must control access to the facility as necessary to prevent unauthorized entry and dumping.2. The franchisee must maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
5.13	Signage	<p>The franchisee must post signs at all public entrances to the facility. The signs must comply with local government signage regulations. These signs must be easily and readily visible, and legible from off-site during all hours and must contain at least the</p>



		<p>following information:</p> <ul style="list-style-type: none">a) Name of the facility;b) Address of the facility;c) Emergency telephone number for the facility;d) Operating hours during which the facility is open for the receipt of authorized waste;e) Fees and charges;f) Metro's name and telephone number (503) 234-3000;g) A list of authorized and prohibited wastes;h) Vehicle / traffic flow information or diagram;i) Covered load requirements; andj) Directions not to queue on public roadways.
5.14	Nuisance complaints	<ul style="list-style-type: none">1. The franchisee must respond to all nuisance complaints in timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and must 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.2. If the facility receives a complaint, the Franchisee must:<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 as provided by the operating plan. The franchisee must retain each log entry for one year and it must be available for inspection by Metro.
5.15	Operating hours	<p>Metro may reasonably regulate the hours of facility operation as it finds necessary to ensure compliance with this franchise. Metro will exercise best efforts to provide 90 days written notice prior to regulating hours of operation and will not unreasonably increase the franchisee's costs of operation of the facility.</p>
5.16	Access to franchise document	<p>The franchisee must 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>



6.0	OPERATING PLAN	
6.1	Purpose	This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
6.2	Plan compliance	The franchisee must operate the facility in accordance with an operating plan approved in writing by the COO. The operating plan must include sufficient detail to demonstrate that the facility will be operated in compliance with this franchise. The franchisee may amend or revise the operating plan from time to time, subject to written approval by the COO.
6.3	Plan maintenance	The franchisee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The franchisee must submit amendments and revisions of the operating plan to the COO for written approval prior to implementation.
6.4	Access to operating plan	The franchisee must maintain a copy of the operating plan on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.
6.5	Procedures for inspecting loads	The operating plan must establish: <ul style="list-style-type: none">a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;b) Procedures for identifying incoming and outgoing loads for waste classifications;c) A set of objective criteria for accepting and rejecting loads; andd) An asbestos testing protocol for all materials that appear to contain friable asbestos.



6.6	Procedures for processing and storage of loads	The operating plan must establish procedures for: <ul style="list-style-type: none">a) Processing authorized solid wastes;b) Reloading and transfer of authorized solid wastes;c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;d) Storing authorized solid wastes; ande) Minimizing storage times and avoiding delay in processing of authorized solid wastes.
6.7	Procedures for managing prohibited wastes	The operating plan must 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 must establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.
6.8	Procedures for odor prevention	The operating plan must establish procedures for preventing objectionable odors generated at the facility from being detected off the premises of the facility. The plan must include: <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; andb) Procedures for receiving and recording odor complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.
6.9	Procedures for dust prevention	The operating plan must establish procedures for preventing dust from blowing off the premises of the facility. The plan must include: <ul style="list-style-type: none">a) A management plan that the franchisee will use to monitor and manage dust of any derivation; andb) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.
6.10	Procedures for emergencies	The operating plan must establish procedures that the franchisee will follow in case of fire or other emergency.



<p>6.11</p>	<p>Procedures for nuisance complaints</p>	<ol style="list-style-type: none"> 1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the franchisee must record: <ol style="list-style-type: none"> a) The nature of the complaint; b) The date the complaint was received; c) The name, address and telephone number of the person or persons making the complaint; and d) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful). 2. The franchisee must make records of such information available to Metro upon request. The franchisee must retain each complaint record for a period of not less than one year.
<p>6.12</p>	<p>Closure protocol</p>	<p>The franchisee must establish protocol for closure and restoration of the site in the event of a cession of operations as provided in Metro Code Chapter 5.01. The plan must include protocol for:</p> <ol style="list-style-type: none"> a) Short-term closure (duration of time that is more than two consecutive business days but less than 120 days in length); and b) Long-term closure (duration of time that is 120 consecutive days or more in length).
<p>6.13</p>	<p>Financial assurance</p>	<p>The franchisee must 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.</p>

<p>7.0</p>	<p>FEES AND RATES SETTING</p>	
<p>7.1</p>	<p>Purpose</p>	<p>This section of the franchise specifies fees payable by the franchisee, and describes rate regulation by Metro.</p>
<p>7.2</p>	<p>Annual fee</p>	<p>The franchisee must 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.</p>
<p>7.3</p>	<p>Rates</p>	<ol style="list-style-type: none"> 1. The rates charged by the franchisee for accepting solid waste are not subject to regulation by Metro unless the Metro Council adopts an ordinance that establishes Metro's rate regulation authority. 2. Notwithstanding the provision above, the rates charged by



		the franchisee must not exceed the rates posted at the facility as described in Section 5.13.
7.4	Rate review	<p>1. Metro may review the franchisee's financial records for the purpose of determining whether the rates charged for the disposal of solid waste related to the costs of accepting, managing, transporting, and disposing of the waste by the franchisee are in the public interest. For purposes of this section, "costs" are defined to include general and administrative expenses including but not limited to allocated costs and normal profit for the private transfer station industry.</p> <p>2. As provided in this section, the franchisee must provide Metro access to the financial records that are sufficient to determine the information described above.</p>
7.45	Metro fee and tax imposed on disposal	The franchisee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.
7.56	Metro community enhancement fee imposed on waste received	The franchisee must 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 must remit the community enhancement fees to Metro on a monthly basis in conjunction with fees remitted in Section 7.45.

8.0	RECORD KEEPING AND REPORTING	
8.1	Purpose	This section of the franchise describes record keeping and reporting requirements. The franchisee must effectively monitor facility operation and maintain accurate records of the information described in this section.
8.2	Record keeping requirements	For all solid waste and materials the franchisee is authorized to accept under Section 3.0, the franchisee must keep and maintain accurate records of the amount of authorized materials the franchisee accepts, recovers, recycles, reloads, and disposes. These records include the information specified in the Metro document titled, <u>Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to</u>



		<u><i>Designated Facility Agreements.</i></u>
8.3	Reporting requirements	The franchisee must transmit to Metro records required under Section 8.0 no later than fifteen days following the end of each month in a format prescribed by Metro.
8.4	Account number listing	Within five business days of Metro's request, franchisee must provide Metro with a listing that cross-references the account numbers used in the transaction database with the company's name and address.
8.5	Transactions based on scale weights	Except for minimum fee transactions for small, lightweight loads, the franchisee must record each inbound and outbound transaction electronically based on actual and accurate scale weights using the franchisee's on-site scales.
8.6	DEQ submittals	The franchisee must provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this franchise within two business days of providing such information to DEQ.
8.7	Copies of enforcement actions provided to Metro	The franchisee must 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) related to the operation of the facility.
8.8	Unusual occurrences	<ol style="list-style-type: none">1. The franchisee must keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.2. The franchisee must notify Metro within 24 hours of any breakdown of the franchisee's equipment if the breakdown will substantially impact the facility's ability to comply with this franchise or with Metro Code, or which will create off-site impacts.3. The franchisee must report any facility fires, accidents, emergencies, and other significant incidents to Metro within 12 hours of the discovery of their occurrence.4. The franchisee must give at least 24-hour notice to the COO prior to the short-term closure of the facility. The franchisee



		<p>must comply with the closure protocol provided in Section 6.12.</p> <p>5. The franchisee must give at least 90 days written notice to the COO prior to the long-term closure of the facility. The franchisee must comply with the closure protocol provided in Section 6.12.</p>
8.9	Changes in ownership	<p>1. Any change in control of franchisee or the transfer of a controlling interest of franchisee requires 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 amend 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>

9.0	INSURANCE REQUIREMENTS	
9.1	Purpose	This section describes the types of insurance that the franchisee must purchase and maintain at the franchisee's expense, covering the franchisee, its employees, and agents. The franchisee must provide Metro with documentation demonstrating that it holds all of the required insurance coverage described in Section 9.0.
9.2	General liability	The franchisee must carry the most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro.
9.3	Automobile	The franchisee must carry automobile bodily injury and property damage liability insurance.
9.4	Coverage	Insurance coverage must be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.



9.5	Additional insureds	Metro, its elected officials, departments, employees, and agents must be named as ADDITIONAL INSUREDS.
9.6	Worker's Compensation Insurance	The franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law must comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The franchisee must provide Metro with certification of Workers' Compensation insurance including employer's liability. If the franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
9.7	Notification	The franchisee must give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

10.0	ENFORCEMENT	
10.1	Generally	Metro will enforce this franchise as specified in Metro Code Chapter 5.01.
10.2	Authority vested in Metro	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise is at all times vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such requirements against franchisee.
10.3	No enforcement limitations	This franchise may not be construed to and does not limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor does this franchise limit or preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any person or persons within the District, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the franchisee's operation of the facility.
10.4	Penalties	Each violation of a franchise condition is punishable by penalties as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.



11.0	AMENDMENT, SUSPENSION, AND REVOCATION	
11.1	Amendment by agreement	At any time during the term of the franchise, either the COO or the franchisee may propose amendments to this franchise. If either the COO or the franchisee proposes amendments to this franchise, both parties will make good faith efforts to arrive at consensus on the intent and implementing language of said amendments.
11.2	Amendment by Metro Council action	<p>Except as provided in Section 11.3, the provisions of this franchise will remain in effect unless the Metro Council:</p> <ul style="list-style-type: none">a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this franchisee is a member; andb) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance. <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the franchisee provides evidence that the amendment will result in significant capital cost to the franchisee, the Metro Council will include capital cost and the ability of the franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
11.3	Amendment, suspension or revocation by Metro for cause	<p>In addition to the amendments authorized by Section 4.2 , the COO may, at any time before the expiration date, amend, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none">a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;c) Failure to disclose fully all relevant facts;d) A significant release into the environment from the facility;e) Significant change in the character of solid waste received or in the operation of the facility;



		<ul style="list-style-type: none">f) Any change in ownership or control;g) A request from the local government stemming from impacts resulting from facility operations;h) Compliance history of the franchisee; andi) Changes in regional tonnage trends or actual solid waste generation.
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12.0	GENERAL OBLIGATIONS	
12.1	Compliance with law	The franchisee must 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 are deemed part of this franchise as if specifically set forth herein. These conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time the franchise is issued but not cited or attached, and permits or conditions issued or amended during the term of the franchise.
12.2	Deliver waste to appropriate destinations	The franchisee must ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code Chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.



12.3	Right of inspection and audit	Authorized representatives of Metro may take photographs, collect samples of materials, and perform any inspection or audit as the COO deems appropriate. The franchisee must allow authorized representatives 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, Metro's right to inspect includes 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.
12.4	Confidential information	The franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the franchisee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro. The franchisee must prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro will 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 days of Metro's receipt of a request for disclosure of information identified by franchisee as confidential, Metro will provide franchisee written notice of the request. The franchisee will have three 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 is responsible for any costs incurred by Metro as a result of Metro's efforts to remove or redact any such confidential information from documents that Metro produces in response to a public records request. This Section 12.0 does 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, those representatives agree to continue to treat the information as confidential and make good faith efforts not to



		disclose the information
12.5	Compliance by agents	The franchisee is responsible for ensuring that its agents and contractors comply with this franchise.

W:bjl

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A)	ORDINANCE NO. 16-1381
FRANCHISE TERM EXTENSION,)	
ALLOCATING TONNAGE, AND)	Introduced by Chief Operating Officer Martha
AUTHORIZING THE CHIEF OPERATING)	Bennett in concurrence with Council
OFFICER TO ISSUE AN AMENDED)	President Tom Hughes
FRANCHISE FOR FOREST GROVE TRANSFER)	
STATION AND DECLARING AN EMERGENCY)	

WHEREAS, Metro Code Section 5.01.070(a)(2) states that a Metro Solid Waste Facility Franchise is required for any person owning or controlling a facility that operates a Transfer Station; and

WHEREAS, Waste Management of Oregon, Inc. operates the Forest Grove Transfer Station and holds Metro Solid Waste Facility Franchise Number F-004-08C, which will expire on December 31, 2016; and

WHEREAS, Metro Code Section 5.01.073(k) establishes a franchise term as not more than five years; and

WHEREAS, Metro remains engaged in the Solid Waste Roadmap process, which is a long term effort to determine the best approach to managing the region’s solid waste and other discarded materials; and

WHEREAS, on July 21, 2016, the Metro Council adopted a transfer system configuration policy via Resolution No. 16-4716 to ensure that the regional transfer system provides maximum public benefit and that Metro maintain the current configuration of public and private transfer stations; and

WHEREAS, the transfer system configuration policy requires that Metro (1) allocate tonnage on a percentage basis to ensure flow to public stations; (2) develop by administrative rule a consistent process and framework for adjusting allocations in the future; (3) limit the amount of putrescible solid waste any one private company may transfer; and (4) ensure transfer station rate transparency; and

WHEREAS, the Chief Operating Officer recommends no change to the current franchise tonnage allocation amount, and that no future tonnage allocation adjustment occur until the Metro Council adopts an administrative rule outlining the allocation adjustment process; and

WHEREAS, the Chief Operating Officer further recommends amending the franchise to require a franchisee to provide 30-days notice when denying waste haulers access to a facility, to add provisions designed to increase transfer station rate transparency, and other housekeeping changes to improve readability and consistency; and

WHEREAS, the Chief Operating Officer recommends that the Metro Council extend the franchise for three additional years to December 31, 2019, in order to maintain continuity in the transfer station system while the Solid Waste Roadmap process continues; and

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

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

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The transfer station franchise amendments for Forest Grove Transfer Station are approved subject to the terms, conditions, and limitations contained in Exhibit A.
2. The Chief Operating Officer is authorized to issue to Waste Management of Oregon, Inc. an amended Solid Waste Facility Franchise for Forest Grove Transfer Station substantially similar to the one attached as Exhibit A.
3. That this Ordinance being necessary for the health, safety, and welfare of the Metro area by ensuring that transfer stations have ongoing Metro authorization to accept putrescible waste, an emergency is declared to exist pursuant to Metro Charter Section 38 (1), and this Ordinance will take effect on January 1, 2017.

ADOPTED by the Metro Council this ___ day of October 2016.

Attest:

Tom Hughes, Council President

Approved as to Form:

Nellie Papsdorf, Recording Secretary

Alison R. Kean, Metro Attorney

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



SOLID WASTE FACILITY FRANCHISE
No. F-004-08D

<p>FRANCHISEE:</p> <p>Waste Management of Oregon, Inc. 7227 NE 55th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822</p>	<p>FACILITY NAME AND LOCATION:</p> <p>Forest Grove Transfer Station 1525 B Street Forest Grove, Oregon 97116 Tel. (503) 992-3015 Fax. (503) 357-4822</p>
<p>OPERATOR:</p> <p>Waste Management of Oregon, Inc. 7227 NE 55th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822</p>	<p>PROPERTY OWNER:</p> <p>Waste Management of Oregon, Inc. 7227 NE 55th 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-004-08C. 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:

Paul Slyman, Property and Environmental Services Director

Date



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1.0	ISSUANCE	
1.1	Franchisee	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.2	Corporate affiliation	Waste Management, Inc. 1001 Fannin, Suite 4000 Houston, Texas 77002
1.3	Contact	Kirk Duncan Phone: (503) 992-3015 Fax: (503) 357-4822 E-mail: kduncan2@wm.com
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-004-08D.
1.5	Term	The franchise originally commenced on January 1, 2009, with a termination date of December 31, 2016. The franchise is now extended to terminate on December 31, 2019, unless amended, suspended, or revoked as provided in this franchise.
1.6	Renewal	The franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
1.7	Facility name and mailing address	Forest Grove Transfer Station 1525 B Street Forest Grove, Oregon 97116 Tel. (503) 992-3015 Fax. (503) 357-4822
1.8	Operator	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.9	Facility premises description	Tax Lot Identification No. 1S306BC09501, No. 1S306CB00500, and No. 1S306CB00600, City of Forest Grove, Washington County, State of Oregon



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

2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This franchise does not vest any right or privilege in the franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise.
2.2	Non-exclusive franchise	This franchise does not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
2.3	Property rights	This franchise does not convey any property rights in either real or personal property.
2.4	Amendment	Except as provided in Section 11.0, no amendment will be effective unless approved by the Metro Council.
2.5	No recourse	The franchisee will have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	Indemnification	The franchisee must 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.
2.7	Binding nature	This franchise is binding on the franchisee. The franchisee is liable for all acts and omissions of the franchisee's contractors



		and agents.
2.8	Waivers	To be effective, a waiver of any terms or conditions of this franchise must conform with Section 11.0 and be in writing and signed by the COO.
2.9	Effect of waiver	Waiver of a term or condition of this franchise does not waive nor prejudice Metro’s right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.10	Choice of law	The franchise will be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.11	Enforceability	If a court of competent jurisdiction determines that any provision of this franchise is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this franchise will not be affected.
2.12	Franchise not a waiver	This franchise does not relieve any owner, operator, or the franchisee from the obligation to obtain all required permits, franchises, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.13	Franchise not limiting	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.14	Definitions	<ol style="list-style-type: none"> 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. 2. Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.

3.0	AUTHORIZATIONS	
3.1	Purpose	This section of the franchise describes the wastes that the



		franchisee is authorized to accept at the facility and the waste-related activities the franchisee is authorized to perform at the facility.
3.2	General conditions on solid waste	The franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.
3.3	General conditions on activities	The franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
3.4	Acceptance and management of putrescible solid waste	<ol style="list-style-type: none">1. The franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2. The franchisee also is authorized to accept putrescible waste for material recovery.2. The franchisee must 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.
3.5	Acceptance and management of mixed non-putrescible solid waste	<ol style="list-style-type: none">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.2. Except as provided below in Subsections (a) and (b), the franchisee must 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">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.b. Public self-haul customers may tip waste outside,



		<p>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.</p> <p>3. The franchisee must reload and remove all mixed non-putrescible waste from the site within 48 hours of receipt.</p>
3.6	Household hazardous waste collection	The franchisee must provide opportunities for Metro to hold household hazardous waste collection events on-site at regular intervals and must set aside a suitable area for that purpose.
3.7	Acceptance of source-separated recyclable materials	<ol style="list-style-type: none">1. The franchisee must 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, "source-separated recyclable materials" will 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 subsequent to the effective date of this franchise.2. The franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.
3.8	Acceptance of yard debris	The franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.9	Acceptance of source-separated food waste	The franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other



		useful purposes as described in an operating plan and approved in writing by the COO.
3.10	Acceptance of untreated wood	The franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.11	Acceptance of painted and treated wood	The franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO. The franchisee must 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.
3.12	Acceptance of electronics devices	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).
3.13	Acceptance of inert material	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	LIMITATIONS AND PROHIBITIONS	
4.1	Purpose	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
4.2	Tonnage allocation	<ol style="list-style-type: none"> 1. The franchisee is authorized to accept putrescible waste generated inside the Metro region as follows: <ol style="list-style-type: none"> a) For calendar year 2017, beginning on January 1 and



		<p>ending December 31, 2017, the franchisee is authorized to accept up to 125,000 tons of putrescible waste generated inside the Metro region;</p> <p>b) In October 2017, the COO will allocate tonnage for calendar year 2018 and amend Section 4.2 of this franchise as described in the staff report to Ordinance No. 16-1381; and</p> <p>c) In October 2018, the COO will allocate tonnage for calendar year 2019 and amend Section 4.2 of this franchise as described in the staff report to Ordinance No. 16-1381.</p> <p>2. Metro bases its tonnage allocations on its <i>Solid Waste Forecast</i>. Although Metro makes every effort to include accurate and reliable information in its forecast, Metro may adjust tonnage allocations based on tonnage trends and actual solid waste generation.</p>
4.3	Waste hauler access	<p>It is in the public’s best interest that transfer stations located inside the Metro region maintain adequate capacity to accommodate solid waste generated within the region and provide adequate access to waste haulers that collect solid waste within the geographic proximity of the facility. Therefore:</p> <p>a) The franchisee must not accept solid waste generated outside the Metro region if to do so would limit the franchisee from accepting any putrescible or non-putrescible waste generated inside the Metro region;</p> <p>b) The franchisee should not accept solid waste collected outside of the geographic proximity of the facility if to do so would deny access to waste haulers that collect solid waste within the geographic proximity of the facility;</p> <p>c) The franchisee must not deny access to any unaffiliated waste hauler without due cause or written notice 30-days in advance; and</p> <p>d) The COO may require the franchisee to provide a written explanation of its rationale if the facility denies access or refuses service to a waste hauler.</p>
4.4	Prohibited waste	<p>The franchisee must not knowingly receive, process, reload, or dispose of any solid waste not authorized by this franchise. The franchisee must not knowingly accept or retain any material</p>



		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	Prohibition on mixing	<ol style="list-style-type: none">1. The franchisee must not mix or commingle any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any unprocessed solid wastes or solid wastes destined for disposal.2. The franchisee must 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.3. The franchisee must 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.
4.6	Prohibition of size reduction on non-putrescible waste	The franchisee must 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.
4.7	No disposal of recyclable materials	The franchisee must not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.8	Composting prohibited	The franchisee must not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.9	Limits not exclusive	This franchise will not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit.



5.0	OPERATING CONDITIONS	
5.1	Purpose and general performance goals	<p>This section of the franchise describes criteria and standards for the operation of the facility. The franchisee must operate in a manner that meets the following general performance goals:</p> <ul style="list-style-type: none">a) Environment. The franchisee must design and operate the facility to avoid undue threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste, asbestos and other prohibited wastes.b) Health and safety. The franchisee must design and operate the facility to avoid conditions that may degrade public health and safety including, but not limited to, fires, vectors, pathogens and airborne debris.c) Nuisances. The franchisee must design and operate the facility to avoid nuisance conditions including, but not limited to, litter, dust, odors, and noise.
5.2	Qualified operator	<ol style="list-style-type: none">1. Except as described in an operating plan and approved in writing by the COO, the franchisee must, 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 comply with Metro Code Chapter 5.01.2. Facility personnel, as relevant to their job duties and responsibilities, must be familiar with the relevant provisions of this franchise and the relevant procedures contained within the facility's operating plan.3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.
5.3	Fire prevention	<p>The franchisee must provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and the isolation of potential heat sources and/or flammables from processing and storage areas.</p>
5.4	Adequate vehicle accommodation	<p>The franchisee must:</p>



		<ul style="list-style-type: none">a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. The franchisee must maintain access roads to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles must not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.c) Post signs to inform customers not to queue on public roadways.d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.
5.5	Managing prohibited wastes	<ul style="list-style-type: none">1. The franchisee must reject prohibited waste upon discovery and must properly manage and dispose of prohibited waste when unknowingly received.2. The franchisee must implement a load-checking program to prevent accepting prohibited waste. This program must include at a minimum:<ul style="list-style-type: none">a) Visual inspection. As each load is tipped, a qualified operator must visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas must be covered and enclosed to prevent leaking and contamination.c) Record maintenance. The franchisee must maintain records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste and make those records available for review by Metro.3. Upon discovery, the franchisee must 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 must be removed from the site and transported to an appropriate destination within 90 days of receipt, unless



		required to be removed earlier by the DEQ or local government.
5.6	Storage and exterior stockpiles	<p>The franchisee must:</p> <ul style="list-style-type: none">a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;b) Maintain storage areas in an orderly manner and keep the areas free of litter;c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; andd) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).
5.7	Dust, airborne debris and litter	<p>The franchisee must operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and must prevent its migration beyond property boundaries. The franchisee must:</p> <ul style="list-style-type: none">a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit;c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site;d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; and



		<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, must 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>
5.8	Odor	<ol style="list-style-type: none">1. The franchisee must operate the facility in a manner that prevents the generation of odors that are detectable off-site.2. The franchisee must establish and follow procedures in the operating plan for minimizing odor at the facility.
5.9	Vectors (e.g. birds, rodents, insects)	<ol style="list-style-type: none">1. The franchisee must operate the facility in a manner that is not conducive to harboring rodents, birds, insects, or other vectors capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.2. If vectors are present or detected at the facility, the franchisee must implement vector control measures.
5.10	Noise	<p>The franchisee must operate the facility in a manner that avoids noise sufficient to cause adverse off-site impacts and to the extent necessary to meet applicable regulatory standards and land-use regulations.</p>
5.11	Water contaminated by solid waste and solid waste leachate	<p>The franchisee must operate the facility consistent with an approved DEQ stormwater management plan or equivalent and must:</p> <ol style="list-style-type: none">a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; andb) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.
5.12	Access control	<ol style="list-style-type: none">1. The franchisee must control access to the facility as necessary to prevent unauthorized entry and dumping.2. The franchisee must maintain a gate or other suitable barrier



		at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
5.13	Signage	<p>The franchisee must post signs at all public entrances to the facility. The signs must comply with local government signage regulations. These signs must be easily and readily visible, and legible from off-site during all hours and must contain at least the following information:</p> <ul style="list-style-type: none">a) Name of the facility;b) Address of the facility;c) Emergency telephone number for the facility;d) Operating hours during which the facility is open for the receipt of authorized waste;e) Fees and charges;f) Metro's name and telephone number (503) 234-3000;g) A list of authorized and prohibited wastes;h) Vehicle / traffic flow information or diagram;i) Covered load requirements; andj) Directions not to queue on public roadways.
5.14	Nuisance complaints	<ol style="list-style-type: none">1. The franchisee must respond to all nuisance complaints in timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and must 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.2. If the facility receives a complaint, the Franchisee must:<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 as provided by the operating plan. The franchisee must retain each log entry for one year and it must be available for inspection by Metro.
5.15	Operating hours	<p>Metro may reasonably regulate the hours of facility operation as it finds necessary to ensure compliance with this franchise. Metro will exercise best efforts to provide 90 days written notice</p>



		prior to regulating hours of operation and will not unreasonably increase the franchisee's costs of operation of the facility.
5.16	Access to franchise document	The franchisee must maintain a copy of this franchise on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it.

6.0	OPERATING PLAN	
6.1	Purpose	This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
6.2	Plan compliance	The franchisee must operate the facility in accordance with an operating plan approved in writing by the COO. The operating plan must include sufficient detail to demonstrate that the facility will be operated in compliance with this franchise. The franchisee may amend or revise the operating plan from time to time, subject to written approval by the COO.
6.3	Plan maintenance	The franchisee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The franchisee must submit amendments and revisions of the operating plan to the COO for written approval prior to implementation.
6.4	Access to operating plan	The franchisee must maintain a copy of the operating plan on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.
6.5	Procedures for inspecting loads	The operating plan must establish: <ul style="list-style-type: none"> a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes; b) Procedures for identifying incoming and outgoing loads for waste classifications; c) A set of objective criteria for accepting and rejecting loads; and d) An asbestos testing protocol for all materials that appear to contain friable asbestos.



6.6	Procedures for processing and storage of loads	The operating plan must establish procedures for: <ul style="list-style-type: none">a) Processing authorized solid wastes;b) Reloading and transfer of authorized solid wastes;c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;d) Storing authorized solid wastes; ande) Minimizing storage times and avoiding delay in processing of authorized solid wastes.
6.7	Procedures for managing prohibited wastes	The operating plan must 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 must establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.
6.8	Procedures for odor prevention	The operating plan must establish procedures for preventing objectionable odors generated at the facility from being detected off the premises of the facility. The plan must include: <ul style="list-style-type: none">a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; andb) Procedures for receiving and recording odor complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.
6.9	Procedures for dust prevention	The operating plan must establish procedures for preventing dust from blowing off the premises of the facility. The plan must include: <ul style="list-style-type: none">a) A management plan that the franchisee will use to monitor and manage dust of any derivation; andb) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.
6.10	Procedures for emergencies	The operating plan must establish procedures that the franchisee



		will follow in case of fire or other emergency.
6.11	Procedures for nuisance complaints	<ol style="list-style-type: none"> 1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the franchisee must record: <ol style="list-style-type: none"> a) The nature of the complaint; b) The date the complaint was received; c) The name, address and telephone number of the person or persons making the complaint; and d) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful). 2. The franchisee must make records of such information available to Metro upon request. The franchisee must retain each complaint record for a period of not less than one year.
6.12	Closure protocol	<p>The franchisee must establish protocol for closure and restoration of the site in the event of a cession of operations as provided in Metro Code Chapter 5.01. The plan must include protocol for:</p> <ol style="list-style-type: none"> a) Short-term closure (duration of time that is more than two consecutive business days but less than 120 days in length); and b) Long-term closure (duration of time that is 120 consecutive days or more in length).
6.13	Financial assurance	<p>The franchisee must 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.</p>

7.0	FEES AND RATE SETTING	
7.1	Purpose	This section of the franchise specifies fees payable by the franchisee, and describes rate regulation by Metro.
7.2	Annual fee	The franchisee must pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
7.3	Rates	<ol style="list-style-type: none"> 1. The rates charged by the franchisee for accepting solid waste are not subject to regulation by Metro unless the Metro Council adopts an ordinance that establishes Metro's rate



		<p>regulation authority.</p> <p>2. Notwithstanding the provision above, the rates charged by the franchisee must not exceed the rates posted at the facility as described in Section 5.13.</p>
7.4	Rate review	<p>1. Metro may review the franchisee’s financial records for the purpose of determining whether the rates charged for the disposal of solid waste related to the costs of accepting, managing, transporting, and disposing of the waste by the franchisee are in the public interest. For purposes of this section, “costs” are defined to include general and administrative expenses including but not limited to allocated costs and normal profit for the private transfer station industry.</p> <p>2. As provided in this section, the franchisee must provide Metro access to the financial records that are sufficient to determine the information described above.</p>
7.5	Metro fee and tax imposed on disposal	<p>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.</p>
7.6	Metro community enhancement fee imposed on waste received	<p>The franchisee must 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 must remit the community enhancement fees to Metro on a monthly basis in conjunction with fees remitted in Section 7.5.</p>

8.0	RECORD KEEPING AND REPORTING	
8.1	Purpose	<p>This section of the franchise describes record keeping and reporting requirements. The franchisee must effectively monitor facility operation and maintain accurate records of the information described in this section.</p>
8.2	Record keeping requirements	<p>For all solid waste and materials the franchisee is authorized to accept under Section 3.0, the franchisee must keep and maintain accurate records of the amount of authorized materials the</p>



		franchisee accepts, recovers, recycles, reloads, and disposes. These records include the information specified in the Metro document titled, <u>Reporting Requirements and Data Standards for Metro Solid Waste Licenses, Franchises, and Parties to Designated Facility Agreements</u> .
8.3	Reporting requirements	The franchisee must transmit to Metro records required under Section 8.0 no later than fifteen days following the end of each month in a format prescribed by Metro.
8.4	Account number listing	Within five business days of Metro's request, franchisee must provide Metro with a listing that cross-references the account numbers used in the transaction database with the company's name and address.
8.5	Transactions based on scale weights	Except for minimum fee transactions for small, lightweight loads, the franchisee must record each inbound and outbound transaction electronically based on actual and accurate scale weights using the franchisee's on-site scales.
8.6	DEQ submittals	The franchisee must provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this franchise within two business days of providing such information to DEQ.
8.7	Copies of enforcement actions provided to Metro	The franchisee must 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) related to the operation of the facility.
8.8	Unusual occurrences	<ol style="list-style-type: none">1. The franchisee must keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.2. The franchisee must notify Metro within 24 hours of any breakdown of the franchisee's equipment if the breakdown will substantially impact the facility's ability to comply with this franchise or with Metro Code, or which will create off-site impacts.



		<ol style="list-style-type: none"> 3. The franchisee must report any facility fires, accidents, emergencies, and other significant incidents to Metro within 12 hours of the discovery of their occurrence. 4. The franchisee must give at least 24-hour notice to the COO prior to the short-term closure of the facility. The franchisee must comply with the closure protocol provided in Section 6.12. 5. The franchisee must give at least 90 days written notice to the COO prior to the long-term closure of the facility. The franchisee must comply with the closure protocol provided in Section 6.12.
8.9	Changes in ownership	<ol style="list-style-type: none"> 1. Any change in control of franchisee or the transfer of a controlling interest of franchisee requires 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 amend this franchise under Section 11.3 to require the new ownership of franchisee to assume all the rights and obligations of this franchise. 2. The franchisee may not lease, assign, mortgage, sell, or otherwise transfer control of the franchise unless the franchisee follows the requirements of Metro Code Section 5.01.076.

9.0	INSURANCE REQUIREMENTS	
9.1	Purpose	This section describes the types of insurance that the franchisee must purchase and maintain at the franchisee's expense, covering the franchisee, its employees, and agents. The franchisee must provide Metro with documentation demonstrating that it holds all of the required insurance coverage described in Section 9.0.
9.2	General liability	The franchisee must carry the most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed operations. Contractor's coverage will be



		primary as respects Metro.
9.3	Automobile	The franchisee must carry automobile bodily injury and property damage liability insurance.
9.4	Coverage	Insurance coverage must be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.
9.5	Additional insureds	Metro, its elected officials, departments, employees, and agents must be named as ADDITIONAL INSUREDS.
9.6	Worker's Compensation Insurance	The franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law must comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The franchisee must provide Metro with certification of Workers' Compensation insurance including employer's liability. If the franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
9.7	Notification	The franchisee must give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

10.0	ENFORCEMENT	
10.1	Generally	Metro will enforce this franchise as specified in Metro Code Chapter 5.01.
10.2	Authority vested in Metro	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise is at all times vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such requirements against franchisee.
10.3	No enforcement limitations	This franchise may not be construed to and does not limit, restrict, curtail, or abrogate any enforcement provision contained in Metro Code or administrative procedures adopted pursuant to Metro Code Chapter 5.01, nor does this franchise limit or preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any person or persons within the



		District, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the franchisee's operation of the facility.
10.4	Penalties	Each violation of a franchise condition is punishable by penalties as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.

11.0	AMENDMENT, SUSPENSION, AND REVOCATION	
11.1	Amendment by agreement	At any time during the term of the franchise, either the COO or the franchisee may propose amendments to this franchise. If either the COO or the franchisee proposes amendments to this franchise, both parties will make good faith efforts to arrive at consensus on the intent and implementing language of said amendments.
11.2	Amendment by Metro Council action	<p>Except as provided in Section 11.3, the provisions of this franchise will remain in effect unless the Metro Council:</p> <ul style="list-style-type: none"> a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this franchisee is a member; and b) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance. <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the franchisee provides evidence that the amendment will result in significant capital cost to the franchisee, the Metro Council will include capital cost and the ability of the franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
11.3	Amendment, suspension or revocation by Metro for cause	<p>In addition to the amendments authorized by Section 4.2, the COO may, at any time before the expiration date, amend, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none"> a) Violation of the terms or conditions of this franchise,



		<p>Metro Code, or any applicable statute, rule, or standard;</p> <ul style="list-style-type: none"> b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise; c) Failure to disclose fully all relevant facts; d) A significant release into the environment from the facility; e) Significant change in the character of solid waste received or in the operation of the facility; f) Any change in ownership or control; g) A request from the local government stemming from impacts resulting from facility operations; h) Compliance history of the franchisee; and i) Changes in regional tonnage trends or actual solid waste generation.
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12.0	GENERAL OBLIGATIONS	
12.1	Compliance with law	<p>The franchisee must 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 are deemed part of this franchise as if specifically set forth herein. These conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time the franchise is issued but not cited or attached, and permits or conditions issued or amended during the term of the franchise.</p>
12.2	Deliver waste to appropriate destinations	<p>The franchisee must 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>



12.3	Right of inspection and audit	Authorized representatives of Metro may take photographs, collect samples of materials, and perform any inspection or audit as the COO deems appropriate. The franchisee must allow authorized representatives 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, Metro's right to inspect includes 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.
12.4	Confidential information	The franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the franchisee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro. The franchisee must prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro will 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 days of Metro's receipt of a request for disclosure of information identified by franchisee as confidential, Metro will provide franchisee written notice of the request. The franchisee will have three 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 is responsible for any costs incurred by Metro as a result of Metro's efforts to remove or redact any such confidential information from documents that Metro produces in response to a public records request. This Section 12.0 does 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, those representatives agree to continue to treat the information as confidential and make good faith efforts not to disclose the information
12.5	Compliance by agents	The franchisee is responsible for ensuring that its agents and contractors comply with this franchise.

WJ:bjl

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 16-1381, FOR THE PURPOSE OF APPROVING A FRANCHISE TERM EXTENSION, ALLOCATING TONNAGE, AND AUTHORIZING THE CHIEF OPERATING OFFICER TO ISSUE AN AMENDED FRANCHISE FOR FOREST GROVE TRANSFER STATION AND DECLARING AN EMERGENCY

October 7, 2016

Prepared by: Warren Johnson
503-797-1836

EXECUTIVE SUMMARY

Adoption of Ordinance No. 16-1381 authorizes a three-year franchise term extension and establishes a 2017 tonnage allocation of 125,000 tons for Forest Grove Transfer Station (Forest Grove). The ordinance also authorizes the Chief Operating Officer (COO) to establish subsequent annual tonnage allocations for the remainder of the franchise term, clarifies rate review and hauler access conditions, and incorporates various other non-substantive technical amendments in the franchise as described in this staff report. In addition, the ordinance establishes that an emergency exists and the proposed franchise will take effect on January 1, 2017, to ensure that the franchisee has ongoing authorization to accept putrescible waste for the health, safety, and welfare of the Metro area.

This proposed ordinance is an initial step in implementing Metro's transfer system configuration policy, adopted by the Metro Council on July 21, 2016.¹ In addition to this action for Forest Grove, the Metro Council will consider similar ordinances to renew franchises for Willamette Resources, Inc. (Ord. No. 16-1383), Pride Recycling Company (Ord. No. 16-1384), and Troutdale Transfer Station (Ord. No. 16-1382) at its meetings on October 20 and 27, 2016. The Metro Council will also consider an ordinance for a new franchise for Gresham Sanitary Service, Inc. (dba GSS Transfer LLC.) at its meetings on December 1 and 8, 2016. Gresham Sanitary seeks authority to operate a new transfer station at its existing solid waste reload site.

The COO recommends coordinating these franchise decisions to provide a clear and consistent approach to allocating tonnage for the privately-owned transfer stations. This coordinated approach also allows time for Metro to develop an administrative rule to further implement the configuration policy without causing undue disruption to the solid waste system in the interim. The administrative rule describing the tonnage allocation process will be developed and proposed to Metro Council during 2017.

¹ Resolution No. 16-4716

BACKGROUND

Metro's major solid waste contracts (operations,² 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 direction of the region's 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 publicly and privately-owned transfer stations.

In 2013, Metro Council approved a two-year franchise term extension for Forest Grove,³ to provide a period of stability and continuity until work on the transfer system configuration policy was completed. In 2015, the COO also administratively granted a one-year franchise term extension to allow additional time for Metro to work on the configuration policy.⁴ Forest Grove's current franchise originally commenced on January 1, 2009, and was initially set to expire on December 31, 2013. As explained above, the franchise was subsequently extended for an additional three years and is now scheduled to expire on December 31, 2016.

On July 21, 2016, the Metro Council adopted a transfer system configuration policy. The purposes of the policy are to: 1) ensure that the region's transfer system provides maximum public benefit, 2) maintain the current configuration of publicly and privately-owned transfer stations, 3) ensure that an adequate amount of putrescible waste flows to publicly-owned stations (at least 40 percent of the region's putrescible tons), 4) limit the amount of putrescible waste that any one company may accept for transfer within the region (no more than 40 percent), and 5) improve rate transparency. In particular, the configuration policy shifts Metro away from its current "tonnage cap" system, in which the Metro Council establishes annual facility tonnage limits, to a new "tonnage allocation" system in which tonnage authority is proportionally allocated to privately-owned stations each year. Further details of the 2017 allocation methodology are described below.

Proposed franchise amendments for Forest Grove:

The COO recommends that the Metro Council approve a franchise extension for Forest Grove subject to the requirements listed in Metro Code Chapter 5.01 and further subject to the special conditions and technical updates described below. These changes are consistent with the transfer system configuration policy and are similarly included in the proposed franchises for the other privately-owned transfer stations identified in this report. All of the proposed changes to Forest Grove's franchise are shown in the "redline" document attached to this staff report as Attachment 1.

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

³ Forest Grove was granted a five-year franchise (Franchise No. F-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.

⁴ Forest Grove's current franchise (Franchise No. F-004-08C) includes a provision that authorized the COO to administratively extend the term of the franchise by up to one additional year to expire on December 31, 2016.

The proposed franchise for Forest Grove includes the following amendments:

1. Franchise Term Extension (Section 1.5)

The COO recommends extending the term of the proposed franchise by an additional three years to expire on December 31, 2019.

This proposed change will allow time for Metro to develop a detailed administrative rule to further implement the configuration policy without causing undue disruption to the solid waste system in the interim.

2. Tonnage Allocation (Section 4.2)

The COO recommends carrying forward the franchisee's current tonnage authorization and establishing an initial allocation of 125,000 tons of putrescible waste for calendar year 2017. The COO finds this tonnage allocation amount is sufficient at this time and a tonnage increase does not appear to be necessary for the facility in 2017. The COO also recommends that the Metro Council authorize the COO to subsequently establish the same annual tonnage allocations for the remainder of the franchise term (2018 and 2019) or as otherwise described in an administrative rule adopted by the COO or Metro Council.

It should also be noted that a different allocation process was used for all of the other franchised transfer stations referenced in this report. In those cases, each facility's tonnage allocation for 2017 is based on two factors: 1) its percentage of the region's putrescible waste in 2015 (as authorized by its franchise), and 2) the total allocable putrescible waste tonnage available in calendar year 2017 based on Metro's latest "Solid Waste Forecast."⁵ In short, those franchisees are authorized to accept the same *percentage of waste in 2017* that they were authorized to accept in 2015, relative to the region's total amount of putrescible waste to allocate.

Additionally, the proposed franchise states that each October the COO will amend the franchise to establish an annual tonnage allocation for the following calendar year throughout the term of the franchise. This allows the COO to administratively adjust the annual tonnage allocation as necessary to meet the transfer system configuration policy objectives. By adopting this ordinance, the Metro Council authorizes the COO to determine the franchisee's tonnage allocations for calendar years 2018 and 2019 as described above or as otherwise adopted by the COO or Metro Council. In 2017, staff will develop an administrative rule for Metro Council consideration that sets forth a detailed process for determining and adjusting future tonnage allocations. The COO recommends that Metro Council not allow any additional tonnage adjustments for the franchisee until an administrative rule has been adopted.

3. Waste Hauler Access (Section 4.3)

⁵ FY 2017-18 Solid Waste Forecast dated September 15, 2016.

The COO recommends carrying forward the current requirements that the franchisee comply with its annual tonnage allocation and: 1) maintain capacity to accept waste generated within the region, 2) accommodate haulers that collect waste within the geographic proximity of the facility, 3) not deny service to any unaffiliated waste hauler without due cause or without 30-day written notice, and 4) provide Metro with a written explanation if the franchisee denies service to a waste hauler.

Publicly and privately-owned transfer stations play an important role in the region's solid waste system. These stations provide public benefits to the region and they should serve the needs of customers located within proximity to their facilities. One public benefit of having public and private stations in different geographic locations is reduced vehicle miles traveled for haulers. This lowers costs to ratepayers and lowers hauler emissions into the environment. Accordingly, the COO recommends amending Forest Grove's current franchise conditions to align them with those of the other franchised transfer stations. Specifically, the franchisee should not refuse access to haulers that collect waste near the facility in order to accept other haulers that are located farther away. The COO recommends the proposed conditions to: 1) ensure that the franchisee considers time and vehicle miles traveled before refusing access to any unaffiliated haulers, 2) ensure that the public has adequate access to the region's transfer system, and 3) promote efficient off-route travel.

The proposed franchise also includes a new condition that prohibits the franchisee from denying access to an unaffiliated hauler without due cause or without providing written notice at least 30 days in advance. Denial of access for "due cause" could include a variety of legitimate reasons such as load contamination, failure to pay, or risk of exceeding the franchise tonnage allocation. This new notice requirement is intended to encourage open communication among parties, improve business planning, and minimize disruption to the system.

Additionally, the COO recommends including another new condition in this section whereby Metro may require the franchisee to provide a written explanation if the facility denies access to a waste hauler. This requirement would be triggered if the COO determines it to be necessary, such as in a case in which Metro receives a complaint about the facility from a local government or nearby waste hauler.

4. Rates (Section 7.3)

The COO recommends prohibiting the franchisee from charging any rates that exceed the amounts posted at the facility. The COO also recommends carrying forward the current requirement that explains that Metro will not otherwise regulate the facility's rates unless Metro Council adopts an ordinance that establishes Metro's rate regulation authority at the facility.

Metro Code Section 5.01.170 states that the Metro Council may establish facility rates if it is in the public interest as a matter of regional concern.⁶ However, as part of the recent configuration policy, Metro Council supported a progressive approach to achieve rate transparency at publicly and privately-owned transfer stations. As a first step in that approach, Metro will make its own rates more transparent to the public and local government rate-makers. In addition, the COO recommends carrying forward the current requirements in the franchise that explain that the Metro Council may set facility rates or require the franchisee to provide access to its financial records to determine costs when there is a public benefit to doing so. The COO also recommends amending these requirements to align them with those of the other franchised transfer stations. These are not new conditions because Metro already has the authority to access the financial records of a regulated facility.

Although Metro will not establish rates at privately-owned facilities without approval of the Metro Council, the COO recommends including a condition in the proposed franchise specifying that the franchisee may not charge its customers higher rates than those posted at the facility. This provision provides some measure of protection to an unaffiliated customer from discriminatory pricing.

5. Non-Substantive Amendments (various sections throughout franchise)

The COO recommends various non-substantive, technical amendments to improve clarity, consistency, and ease of reading, but which do not change or add new requirements. These non-substantive changes include using active voice, general formatting, grammatical changes, and other housekeeping improvements.

ANALYSIS / INFORMATION

Known Opposition

There is no known opposition to the proposed term extension and general housekeeping changes in the amended franchise. The facility operator may disagree with some of the proposed conditions that address tonnage allocations, rate regulation, rate transparency, and hauler access requirements at the facility. However, the COO finds that the proposed conditions are consistent with the Metro Council's transfer system configuration policy.

Legal Antecedents

1. Metro Code Chapter 5.01, entitled "Solid Waste Facility Regulation." In particular:

⁶ Likewise, the Oregon legislature has authorized Metro to regulate rates. ORS 268.317(5).

- A. Metro Code Section 5.01.070 which states that a solid waste facility franchise is required for a operating a transfer station.
 - B. Metro Code Section 5.01.073 which states that the Metro Council determines whether to grant a solid waste facility franchise and the conditions to include in a franchise.
2. Metro's transfer system configuration policy adopted by Metro Council via Resolution 16-4716 on July 21, 2016.

Anticipated Effects

Adoption of Ordinance No. 16-1381 will authorize a three-year term extension, establish annual tonnage allocations, explain rate review and hauler access conditions, and incorporate various other non-substantive technical amendments for Forest Grove's franchise. These changes are an initial step in the implementation of Metro's transfer system configuration policy while maintaining the stability and continuity of the region's solid waste system. In addition, this ordinance establishes that an emergency exists and the proposed franchise will take effect on January 1, 2017, to ensure that the franchisee has ongoing authorization to accept putrescible waste for the health, safety, and welfare of the Metro area.

Notwithstanding Metro Code Section 5.01.073(k) (which states that the term of a franchise may not exceed five years), the COO recommends that the Metro Council grant a three-year extension of Forest Grove's franchise as provided in this staff report because it is in the public interest.

Budget Impacts

The proposed ordinance authorizes, in part, annual transfer station tonnage allocations which may result in shifting the distribution of waste tonnage in the system. The proposed amendments to Forest Grove's transfer station franchise are based on direction from Metro's transfer system configuration policy. The budget impacts of the policy were accounted for in the 2016-17 budget adopted by the Metro Council.

Recommended Action:

Based on the information and analysis provided in this report, the COO recommends that the Metro Council adopt Ordinance No. 16-1381 and issue an amended franchise to Forest Grove as attached to this ordinance as Exhibit A.

WJ:bjl



SOLID WASTE FACILITY FRANCHISE

No. F-004-08DE

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

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-004-~~08B08C~~. 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:

Paul Slyman, Property and Environmental Services Director

Date



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1.0	ISSUANCE	
1.1	Franchisee	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.2	Corporate affiliation	Waste Management, Inc. 1001 Fannin, Suite 4000 Houston, Texas 77002
1.3	Contact	Kirk Duncan Phone: (503) 992-3015 Fax: (503) 357-4822 E-mail: kduncan2@wm.com
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-004-08 DE .
1.5	Term	1. The franchise originally term commences ds on January 1, 2009, and shall with a termination date of on December 31, 2016. <u>The franchise is now extended to terminate on December 31, 2019</u> , unless amended, modified , suspended, or revoked as provided in this franchise. 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.
1.6	Renewal	The franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
1.7	Facility name and mailing address	Forest Grove Transfer Station 1525 B Street Forest Grove, Oregon 97116 Tel. (503) 992-3015 Fax. (503) 357-4822
1.8	Operator	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015



		Fax. (503) 357-4822
1.9	Facility premises description	Tax Lot Identification No. 1S306BC09501, No. 1S306CB00500, and No. 1S306CB00600, City of Forest Grove, Washington County, State of Oregon
1.10	Property owner	Waste Management of Oregon, Inc. 7227 NE 55 th Avenue Portland, Oregon 97218 Tel. (503) 992-3015 Fax. (503) 357-4822
1.11	Permission to operate	The franchisee is the property owner.

2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This franchise shall <u>does</u> not vest any right or privilege in the franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise.
2.2	Non-exclusive franchise	This franchise shall <u>does</u> not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
2.3	Property rights	This franchise does not convey any property rights in either real or personal property.
2.4	Amendment and modification	Except as provided in Section 11.0 of this franchise , no amendment or modification shall <u>will</u> be effective unless approved by the Metro Council.
2.5	No recourse	The franchisee shall <u>will</u> have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	Indemnification	The franchisee shall <u>must</u> indemnify Metro, <u>the Council</u> , the COO, and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense including attorney's fees, or liability related to or arising out of the granting of this franchise or the franchisee's performance of or failure to perform



		any of its obligations under the franchise or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.
2.7	Binding nature	This franchise is binding on the franchisee. The franchisee is liable for all acts and omissions of the franchisee's contractors and agents.
2.8	Waivers	To be effective, a waiver of any terms or conditions of this franchise must conform with Section 11.0 and be in writing and signed by the COO.
2.9	Effect of waiver	Waiver of a term or condition of this franchise shall <u>does</u> not waive nor prejudice Metro's right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.10	Choice of law	The franchise shall <u>will</u> be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.11	Enforceability	If a court of competent jurisdiction determines that any provision of this franchise is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this franchise shall <u>will</u> not be affected.
2.12	Franchise not a waiver	This franchise does not relieve any owner, operator, or the franchisee from the obligation to obtain all required permits, franchises, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.13	Franchise not limiting	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.14	Definitions	<p>1. <u>"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.</u></p> <p>1.2. Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.</p>



3.0	AUTHORIZATIONS	
3.1	Purpose	This section of the franchise describes the wastes that the franchisee is authorized to accept at the facility and the waste-related activities the franchisee is authorized to perform at the facility.
3.2	General conditions on solid waste	The franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.
3.3	General conditions on activities	The franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
3.4	Acceptance and management of putrescible solid waste	<ol style="list-style-type: none">1. The franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2of this franchise. The franchisee also is authorized to accept putrescible waste for material recovery.2. The franchisee shall<u>must</u> 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.
3.5	Acceptance and management of mixed non-putrescible solid wastefor reloading	<ol style="list-style-type: none">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.2. Except as provided below in Subsections (a) and (b), the franchise shall<u>must</u> 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">a. Unusually large vehicles, for example 30-foot tippers, may tip wastes outside, provided the tipped wastes are



		<p>moved under cover prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.</p> <p>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.</p> <p>3. The franchisee shall<u>must</u> reload and remove all mixed non-putrescible waste from the site within 48 hours of receipt.</p>
3.6	Origin of solid waste	The franchisee must accept authorized solid waste generated within the Metro boundary from any person who delivers such waste to the facility.
3.67	Household hazardous waste collection	The franchisee shall <u>must</u> provide opportunities for Metro to hold household hazardous waste collection events on-site at regular intervals and shall <u>must</u> set aside a suitable area for that purpose.
3.78	Acceptance of source-separated recyclable materials	<p>1. The franchisee shall<u>must</u> 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, Section 3.8, said "source-separated recyclable materials" will<u>shall</u> 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.</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>
3.89	Acceptance of yard debris	The franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged



		fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.910	Acceptance of source-separated food waste	The franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.
3.104	Acceptance of untreated wood	The franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.112	Acceptance of painted and treated wood	The franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO. The franchisee shall must 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.
3.123	Acceptance of electronics devices	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).
3.134	Acceptance of inert material	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	LIMITATIONS AND PROHIBITIONS
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4.1	Purpose	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
4.2	Tonnage authorization allocation	<p><u>1. The franchisee is authorized to accept putrescible waste generated inside the Metro region as follows:</u></p> <p><u>a) For calendar year 2017, beginning on January 1 and ending December 31, 2017, the franchisee is authorized to accept up to 125,000 tons of putrescible waste generated inside the Metro region;</u></p> <p><u>b) In October 2017, the COO will allocate tonnage for calendar year 2018 and amend Section 4.2 of this franchise as described in the staff report to Ordinance No. 16-1381; and</u></p> <p><u>c) In October 2018, the COO will allocate tonnage for calendar year 2019 and amend Section 4.2 of this franchise as described in the staff report to Ordinance No. 16-1381.</u></p> <p><u>2. Metro bases its tonnage allocations on its <i>Solid Waste Forecast</i>. Although Metro makes every effort to include accurate and reliable information in its forecast, Metro may adjust tonnage allocations based on tonnage trends and actual solid waste generation.</u></p> <p>The Franchisee is authorized to accept up to 125,000 tons of putrescible waste generated inside the Metro region within each calendar year.</p> <p>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.</p>
4.3	Waste hauler access Tonnage authorization growth allowance	<p><u>It is in the public's best interest that transfer stations located inside the Metro region maintain adequate capacity to accommodate solid waste generated within the region and provide adequate access to waste haulers that collect solid waste within the geographic proximity of the facility. Therefore:</u></p> <p><u>a) The franchisee must not accept solid waste generated outside the Metro region if to do so would limit the franchisee from accepting any putrescible or non-putrescible waste generated inside the Metro region;</u></p>



		<p><u>b) The franchisee should not accept solid waste collected outside of the geographic proximity of the facility if to do so would deny access to waste haulers that collect solid waste within the geographic proximity of the facility;</u></p> <p><u>c) The franchisee must not deny access to any unaffiliated waste hauler without due cause or written notice 30-days in advance; and</u></p> <p><u>d) The COO may require the franchisee to provide a written explanation of its rationale if the facility denies access or refuses service to a waste hauler.</u></p> <p>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.</p>
4.4	Prohibited waste	The franchisee shall <u>must</u> not knowingly receive, process, reload, or dispose of any solid waste not authorized by this franchise. The franchisee shall <u>must</u> 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	Prohibition on mixing	<ol style="list-style-type: none">1. The franchisee shall<u>must</u> not mix or commingle any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any unprocessed solid wastes or solid wastes destined for disposal.2. The franchisee shall<u>must</u> 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.3. The franchisee shall<u>must</u> 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.
4.6	Prohibition of size reduction on non-putrescible waste	The franchisee shall <u>must</u> 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 <u>in an operating plan</u> and approved <u>in writing</u> by the COO, in an operating plan.
4.7	No disposal of recyclable materials	The franchisee shall <u>must</u> not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.8	Composting prohibited	The franchisee shall <u>must</u> not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.9	Limits not exclusive	This franchise shall <u>will</u> not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit.

5.0	OPERATING CONDITIONS	
5.1	Purpose and general performance goals	<p>This section of the franchise describes criteria and standards for the operation of the facility. The franchisee shall<u>must</u> operate in a manner that meets the following general performance goals:</p> <ul style="list-style-type: none">a) Environment. The franchisee shall<u>must</u> design and operate the facility to preclude the creation of<u>avoid</u> undue threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste, asbestos and other prohibited wastes.b) Health and safety. The franchisee shall<u>must</u> design and operate the facility to preclude the creation of<u>avoid</u> conditions that may degrade public health and safety including, but not limited to, fires, vectors, pathogens and airborne debris.c) Nuisances. The franchisee shall<u>must</u> design and operate the facility to preclude the creation of<u>avoid</u> nuisance conditions including, but not limited to, litter, dust, odors, and noise.
5.2	Qualified operator	1. Except as described in an operating plan and approved in writing by the COO, the franchisee shall <u>must</u> , during all hours



		<p>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<u>comply</u> with Metro Code Chapter 5.01.</p> <p>2. Facility personnel, as relevant to their job duties and responsibilities, shall<u>must</u> 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>
5.3	Fire prevention	The franchisee shall <u>must</u> 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.
5.4	Adequate vehicle accommodation	<p>The franchisee shall<u>must</u>:</p> <p>a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. The franchisee must maintain access roads. 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<u>must</u> 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 untarping of loads.</p>
5.5	Managing prohibited wastes	<p>1. The franchisee shall<u>must</u> reject prohibited waste upon discovery and shall<u>must</u> properly manage and dispose of prohibited waste when unknowingly received.</p> <p>2. The franchisee shall<u>must</u> implement a load-checking program to prevent the acceptance of<u>accepting prohibited</u> waste, that is</p>



		<p>prohibited by the franchise. This program must include at a minimum:</p> <ul style="list-style-type: none">a) Visual inspection. As each load is tipped, a qualified operator shall<u>must</u> visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas shall<u>must</u> be covered and enclosed to prevent leaking and contamination.c) Record maintenance. <u>The franchisee must maintain records</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 <u>make those records</u>be available for review by Metro. <p>3. Upon discovery, the franchisee shall<u>must</u> 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<u>must</u> 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>
5.6	Storage and exterior stockpiles	<p>The franchisee shall<u>must</u>:</p> <ul style="list-style-type: none">a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;b) Maintain storage areas in an orderly manner and keep the areas free of litter;c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; andd) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).
5.7	Dust, airborne debris and litter	<p>The franchisee shall<u>must</u> operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and shall<u>must</u> prevent its migration beyond property boundaries. The franchisee shall<u>must</u>:</p>



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



		shall <u>must</u> implement vector control measures.
5.10	Noise	The franchisee shall <u>must</u> operate the facility in a manner that prevents the creation of <u>avoids</u> noise sufficient to cause adverse off-site impacts and to the extent necessary to meet applicable regulatory standards and land-use regulations.
5.11	Water contaminated by solid waste and solid waste leachate	The franchisee shall <u>must</u> operate the facility consistent with an approved DEQ stormwater management plan or equivalent and shall <u>must</u> : <ol style="list-style-type: none">Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; andDispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.
5.12	Access control	<ol style="list-style-type: none">The franchisee shall<u>must</u> control access to the facility as necessary to prevent unauthorized entry and dumping.The franchisee shall<u>must</u> maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
5.13	Signage	The franchisee shall <u>must</u> post signs at all public entrances to the facility, and in conformity <u>The signs must comply</u> with local government signage regulations. These signs shall <u>must</u> be easily and readily visible, and legible from off-site during all hours and shall <u>must</u> contain at least the following information: <ol style="list-style-type: none">Name of the facility;Address of the facility;Emergency telephone number for the facility;Operating hours during which the facility is open for the receipt of authorized waste;Fees and charges;Metro's name and telephone number (503) 234-3000;A list of authorized and prohibited wastes;Vehicle / traffic flow information or diagram;Covered load requirements; and



		j) Directions not to queue on public roadways.
5.14	Nuisance complaints	<p>1. The franchisee shall<u>must</u> 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<u>must</u> 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<u>must</u>:</p> <p>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</p> <p>b) Log all such complaints as provided by the operating plan. The franchisee must retain each<u>Each</u> log entry shall be retained for one year and shall it must be available for inspection by Metro.</p>
5.15	Operating hours	<p>Metro may reasonably regulate the hours of facility operation as it finds necessary to ensure compliance with this franchise.</p> <p>Metro shall<u>will</u>-exercise best efforts to provide 90 days written notice prior to regulating hours of operation and shall<u>will</u> not unreasonably increase the franchisee's costs of operation of the facility.</p>
5.16	Access to franchise document	The franchisee shall <u>must</u> maintain a copy of this franchise on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it.

6.0	OPERATING PLAN	
6.1	Purpose	This section lists the requirements associated with preparing and implementing a facility operating plan, and lists the procedures that must be included in the required facility operating plan.
6.2	Plan compliance	The franchisee must operate the facility in accordance with an operating plan approved in writing by the COO. The operating plan must include sufficient detail to demonstrate that the facility will be operated in compliance with this franchise. The franchisee may amend or revise the operating plan from time to time, subject to written approval by the COO.



6.3	Plan maintenance	The franchisee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The franchisee must submit amendments and revisions of the operating plan to the COO for written approval prior to implementation.
6.4	Access to operating plan	The franchisee shall <u>must</u> maintain a copy of the operating plan on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.
6.5	Procedures for inspecting loads	The operating plan shall <u>must</u> establish: a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes; b) Procedures for identifying incoming and outgoing loads for waste classifications; c) A set of objective criteria for accepting and rejecting loads; <u>and</u> d) Procedures for providing reasonable notice and justification prior to refusing service to any customer of the facility; and <u>e)d) _____</u> An asbestos testing protocol for all materials that appear to contain friable asbestos.
6.6	Procedures for processing and storage of loads	The operating plan shall <u>must</u> establish procedures for: a) Processing authorized solid wastes; b) Reloading and transfer of authorized solid wastes; c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights; d) Storing authorized solid wastes; and e) Minimizing storage times and avoiding delay in processing of authorized solid wastes.
6.7	Procedures for managing prohibited wastes	The operating plan shall <u>must</u> 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 <u>must</u> establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for



		the facility.
6.8	Procedures for odor prevention	<p>The operating plan shall<u>must</u> 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">a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; andb) Procedures for receiving and recording odor complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.
6.9	Procedures for dust prevention	<p>The operating plan shall<u>must</u> establish procedures for preventing dust from blowing off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none">a) A management plan that <u>the franchisee will be used</u>use to monitor and manage dust of any derivation; andb) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.
6.10	Procedures for emergencies	<p>The operating plan shall<u>must</u> establish procedures <u>that the franchisee will follow</u>to be followed in case of fire or other emergency.</p>
6.11	Procedures for nuisance complaints	<ol style="list-style-type: none">1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the franchisee shall<u>must</u> record:<ul style="list-style-type: none">a) The nature of the complaint;b) The date the complaint was received;c) The name, address and telephone number of the person or persons making the complaint; andd) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).2. The franchisee shall<u>must</u> make records of such information available to Metro upon request. The franchisee shall<u>must</u> retain each complaint record for a period of not less than one year.



6.12	Closure protocol	The franchisee shall <u>must</u> establish protocol for closure and restoration of the site in the event of a cession of operations as provided in Metro Code Chapter <u>Section</u> 5.01 -.072(c)(3) . The plan shall include <u>establish</u> protocol for: <ul style="list-style-type: none"> a) Short-term closure (duration of time that is more than two consecutive business days but less than 120 days in length); and b) Long-term closure (duration of time that is 120 consecutive days or more in length).
6.13	Financial assurance	The franchisee shall <u>must</u> 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.

7.0	FEES AND RATE SETTING	
7.1	Purpose	This section of the franchise specifies fees payable by the franchisee, and describes rate regulation by Metro.
7.2	Annual fee	The franchisee shall <u>must</u> pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
7.3	Rates	<p><u>1. The rates charged by the franchisee for accepting solid waste are not subject to regulation by Metro unless the Metro Council adopts an ordinance that establishes Metro's rate regulation authority.</u></p> <p><u>2. Notwithstanding the provision above, the rates charged by the franchisee must not exceed the rates posted at the facility as described in Section 5.13.</u></p> <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> <ul style="list-style-type: none"> a) Extends Metro's rate regulation authority over the class of facilities of which this Franchisee is a member; and



		Amends this franchise to implement the regulations and process specified by said ordinance.
7.4	Access to financial records Rate review	<p>1. Metro may review the franchisee's financial records for the purpose of determining whether the rates charged for the disposal of solid waste related to the costs of accepting, managing, transporting, and disposing of the waste by the franchisee are in the public interest. For purposes of this section, "costs" are defined to include general and administrative expenses including but not limited to allocated costs and normal profit for the private transfer station industry.</p> <p>2. As provided in this section, the franchisee must provide Metro access to the financial records that are sufficient to determine the information described above. 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.</p>
7.5	Metro fee and tax imposed on disposal	<p>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.</p> <p>Effective January 1, 2016, the 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.</p>
7.6	Metro community enhancement fee imposed on waste received	<p>Effective July 1, 2015, the The franchisee shallmust 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 shallmust remit the community enhancement fees to Metro on a monthly basis in conjunction with fees remitted in Section 7.45.</p>



8.0	RECORD KEEPING AND REPORTING	
8.1	Purpose	This section of the franchise describes record keeping and reporting requirements. The franchisee shall must effectively monitor facility operation and maintain accurate records of the information described in this section.
8.2	<u>Reporting-Record keeping requirements</u>	<p>For all solid waste and materials the franchisee is authorized to accept under Section 3.0, the franchisee must keep and maintain accurate records of the amount of authorized materials the franchisee accepts, recovers, recycles, reloads, and disposes. These records include the information specified in the Metro document titled, <i>Reporting Requirements and Data Standards for Metro Solid Waste Licenses, Franchises, and Parties to Designated Facility Agreements.</i></p> <p>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.</p> <p>2. The franchisee shall keep and maintain complete and accurate records of the following for all transactions:</p> <ul style="list-style-type: none">a) Ticket Number (should be the same as the ticket number on the weight slips);b) Customer account numbers identifying incoming customers and outgoing destinations;c) Description whether the load was incoming to the facility or outgoing from the facility;d) Material Category: Code designating the following types of material (more detail, such as differentiating yard debris, is acceptable): (1) incoming source separated recyclable materials by type; (2) incoming non putrescible waste; (3) incoming putrescible waste (4) outgoing recyclable materials by type; (5) outgoing non putrescible waste; (6) outgoing putrescible waste;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>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.</p> <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>The fee charged to the generator of the load.</p>
8.3	Record transmittals Reporting requirements	The franchisee shall must transmit to Metro records required under Section 8.0 and the corresponding summary report derived from such records no later than fifteen days following the end of each month in a format prescribed by Metro.
8.4	Account number listing	Within five business days of Metro's request, franchisee shall must provide Metro with a listing that cross-references the account numbers used in the transaction database with the company's name and address.
8.5	Transactions based on scale weights	Except for minimum fee transactions for small, lightweight loads, the franchisee shall must record each inbound and outbound transaction electronically based on actual and accurate scale weights using the franchisee's on-site scales.
8.6	DEQ submittals	The franchisee shall must provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this franchise within two business days of providing such information to DEQ.
8.7	Copies of enforcement actions provided	The franchisee shall must ensure Metro receives copies of any notice of violation or noncompliance, citation, or any other similar enforcement actions issued to the franchisee by any



	to Metro	federal, state, or local government (other than Metro), and related to the operation of the facility.
8.8	Unusual occurrences	<ol style="list-style-type: none">1. The franchisee shall<u>must</u> keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.2. <u>The franchisee must notify Metro within 24 hours of any</u> if a breakdown of the franchisee's equipment <u>if the breakdown occurs that</u> will substantially impact the <u>facility's</u> ability of the facility to <u>comply with this franchise or with Metro Code</u> remain in compliance, or <u>which will</u> create off-site impacts, the Franchisee shall notify Metro within 24 hours.3. The franchisee shall<u>must</u> report any facility fires, accidents, emergencies, and other significant incidents to Metro within 12 hours of the discovery of their occurrence.4. The franchisee shall<u>must</u> give at least 24-hour notice to the COO prior to the short-term closure of the facility. The franchisee shall<u>must</u> comply with the closure protocol provided in Section 6.12, of this franchise.5. The franchisee shall<u>must</u> give at least 90 days written notice to the COO prior to the long-term closure of the facility. The franchisee shall<u>must</u> comply with the closure protocol provided in Section 6.12, of this franchise.
8.9	Changes in ownership	<ol style="list-style-type: none">1. Any change in control of franchisee or the transfer of a controlling interest of franchisee shall<u>requires</u> 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 <u>amend</u>modify this franchise under Section 11.3 to require the new ownership of franchisee to assume all the rights and obligations of this franchise.2. The franchisee may not lease, assign, mortgage, sell, or otherwise transfer control of the franchise unless the franchisee follows the requirements of Metro Code Section 5.01.076.



9.0	INSURANCE REQUIREMENTS	
9.1	Purpose	This section describes the types of insurance that the franchisee shall <u>must</u> purchase and maintain at the franchisee's expense, covering the franchisee, its employees, and agents. The franchisee shall <u>must</u> provide Metro with documentation demonstrating that it holds all of the required insurance coverage described in Section 9.0 -of this franchise.
9.2	General liability	The franchisee shall <u>must</u> carry the most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro.
9.3	Automobile	The franchisee shall <u>must</u> carry automobile bodily injury and property damage liability insurance.
9.4	Coverage	Insurance coverage shall <u>must</u> be a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate.



9.5	Additional insureds	Metro, its elected officials, departments, employees, and agents shall <u>must</u> be named as ADDITIONAL INSUREDS.
9.6	Worker's Compensation Insurance	The franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law shall <u>must</u> comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The franchisee shall <u>must</u> provide Metro with certification of Workers' Compensation insurance including employer's liability. If the franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
9.7	Notification	The franchisee shall <u>must</u> give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

10.0	ENFORCEMENT	
10.1	Generally	Enforcement of Metro will enforce this franchise shall be as specified in Metro Code Chapter 5.01.
10.2	Authority vested in Metro	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise shall is at all times vested in Metro. Metro reserves the right to establish or amend rules, regulations or standards regarding matters within Metro's authority, and to enforce all such requirements against franchisee.
10.3	No enforcement limitations	This franchise may not be construed to and shall does 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 does this franchise be construed or interpreted so as to limit or preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any person or persons within the District, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the franchisee's operation of the facility.
10.4	Penalties	Each violation of a franchise condition shall be is punishable by



		penalties as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.
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11.0	AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION	
11.1	Amendment by agreement	At any time during the term of the franchise, either the COO or the franchisee may propose amendments to this franchise. If either the COO or the franchisee proposes amendments to this franchise, both parties shall <u>will</u> make good faith efforts to arrive at consensus on the intent and implementing language of said amendments.
11.2	Amendment by Metro Council action	<p>Except as provided in Section 11.3, the provisions of this franchise shall<u>will</u> remain in effect unless the Metro Council:</p> <ul style="list-style-type: none"> a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this franchisee is a member; and b) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance. <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the franchisee provides evidence that the amendment will result in significant capital cost to the franchisee, the Metro Council will include capital cost and the ability of the franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
11.3	Amendment<u>Modification</u>, suspension or revocation by Metro for cause	<p>In addition to the modifications<u>amendments</u> authorized by Sections 4.2 -1.5 and 4.3 of this franchise, the COO may, at any time before the expiration date, amend<u>modify</u>, suspend, or revoke this franchise in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none"> a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard; b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;



		<p>c) Failure to disclose fully all relevant facts;</p> <p>d) A significant release into the environment from the facility;</p> <p>e) Significant change in the character of solid waste received or in the operation of the facility;</p> <p>f) Any change in ownership or control;</p> <p>g) A request from the local government stemming from impacts resulting from facility operations; and</p> <p><u>h) Compliance history of the franchisee; and</u></p> <p><u>h)i) Changes in regional tonnage trends or actual solid waste generation.</u></p>
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12.0	GENERAL OBLIGATIONS	
12.1	Compliance with law	<p>The franchisee shall<u>must</u> 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 beare deemed part of this franchise as if specifically set forth herein. Such-These conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time the issuance of the franchise<u>franchise is issued</u> but not cited or attached, and permits or conditions issued or modified-amended during the term of the franchise.</p>
12.2	Deliver waste to appropriate destinations	<p>The franchisee shall<u>must</u> 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>
12.3	Right of inspection and audit	<p>Authorized representatives of Metro may take photographs, collect samples of materials, and perform such any inspection or audit as the COO deems appropriate. The franchisee must allow authorized representatives and shall be permitted access to the</p>



		<p>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 12.54<u>of this franchise</u>, Metro's right to inspect shall<u>includes</u> 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>
12.4	Confidential information	<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<u>must</u> prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro shall<u>will</u> 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<u>will</u> provide franchisee written notice of the request. The franchisee shall<u>will</u> 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 <u>is responsible for</u> 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 does 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 those representatives agree to continue to treat such the information as confidential and make good faith efforts not to disclose such the information</p>
12.5	Compliance by agents	<p>The franchisee shall be<u>is</u> responsible for ensuring that its agents</p>



		and contractors operate in compliance <u>comply</u> with this franchise.
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