

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A SOLID	)	ORDINANCE NO. 16-1390-A
WASTE FACILITY FRANCHISE APPLICATION	)	
AND AUTHORIZING THE CHIEF OPERATING	)	Introduced by Chief Operating Officer Martha
OFFICER TO ISSUE A NEW FRANCHISE TO	)	Bennett in concurrence with Council
GSS TRANSFER, LLC TO OPERATE A	)	President Tom Hughes
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, on September 14, 2016, GSS Transfer, LLC ("GSS Transfer") applied for a Metro Solid Waste Facility Franchise; and

WHEREAS, GSS Transfer is affiliated with Gresham Sanitary Service, Inc. ("Gresham Sanitary"), which has collected municipal solid waste in the Gresham area for roughly 25 years, and

WHEREAS, for most of those years Gresham Sanitary has taken its collected municipal waste and simply reloaded it at the location that it now proposes to be a franchised transfer station; and

WHEREAS, after reloading its municipal waste, Gresham Sanitary has then transported it to either the Troutdale Transfer Station or to one of Metro's two publicly-owned transfer stations; and

WHEREAS, GSS Transfer wishes to become a Metro franchised transfer station in order to allow it to directly dispose of its municipal waste at a Metro-authorized disposal site rather than first needing to send the waste to another transfer station; and

WHEREAS, GSS Transfer does not otherwise propose to alter the activity that already occurs at the proposed transfer station site; and

WHEREAS, GSS Transfer has complied with all requirements for applications for a franchise found in Metro Code Section 5.01.072, including obtaining from DEQ all necessary permits for a solid waste facility; and

WHEREAS, the Chief Operating Officer has reviewed GSS Transfer's application materials and finds that it is qualified to operate a transfer station; and

WHEREAS, although Metro Code Section 5.01.073(k) authorizes a franchise term of up to five years, the Chief Operating Officer recommends that GSS Transfer's franchise terminate on December 31, 2019, in order to align its termination date with those of the other four privately-owned transfer station franchises; and

WHEREAS, the Chief Operating Officer recommends that Metro Council allocate to GSS Transfer 23,000 tons of solid waste per year, which roughly equals the amount of waste that Gresham Sanitary currently controls and consolidates at the proposed transfer station location; and

WHEREAS, the initial tonnage allocation could change during the franchise term based on the outcome of allocation procedures that Metro is developing in 2017; and

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

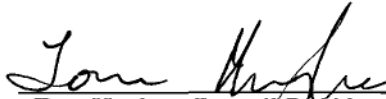
THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The transfer station franchise for GSS Transfer, LLC Transfer Station is approved subject to the terms, conditions, and limitations contained in Exhibit A.
2. The Chief Operating Officer is authorized to issue to GSS Transfer, LLC a Solid Waste Facility Franchise for a transfer station substantially similar to the one attached as Exhibit A.
3. That this Ordinance being necessary for the welfare of the Metro area because of the risk to consistent and complete waste management service provision to customers of Gresham Sanitary Services, Inc., an emergency is declared to exist pursuant to Metro Charter Section 38 (1), and this Ordinance will take effect on December 9, 2016.

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ADOPTED by the Metro Council this 13 day of December 2016.

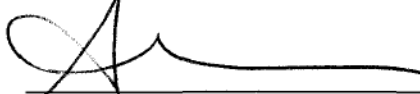


  
Tom Hughes, Council President

Attest:

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-019-16

FRANCHISEE:	FACILITY NAME AND LOCATION:
GSS Transfer, LLC 2131 NW Birdsdale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917	GSS Transfer, LLC 2131 NW Birdsdale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
OPERATOR:	PROPERTY OWNER:
GSS Transfer, LLC 2131 NW Birdsdale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917	Michael & Deborah Miller PO Box 1560 Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917

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:**

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Paul Slyman, Property and Environmental Services Director

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Date



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1.0	ISSUANCE	
1.1	Franchisee	GSS Transfer, LLC 2131 NW Birdsedale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.2	Corporate affiliation	Gresham Sanitary Service, Inc. 2131 NW Birdsedale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.3	Contact	Matt Miller Tel. (503) 665-2424 Fax. (503) 666-0917 e-mail: <a href="mailto:matt@gss-nw.com">matt@gss-nw.com</a>
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-019-16.
1.5	Term	The franchise commences on December 9, 2016, with a termination date of 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	GSS Transfer, LLC. PO Box 1560 Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.8	Operator	GSS Transfer, LLC 2131 NW Birdsedale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.9	Facility premises description	Tax Lot Identification Nos. 1S3E05AD 01500, 01600, 01700, and 1S3E05DA 00100, City of Gresham, Multnomah County, State of Oregon
1.10	Property owner	Michael & Deborah Miller



		PO Box 1560 Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
<b>1.11</b>	<b>Permission to operate</b>	Franchisee has obtained the property owner's consent to operate the facility as specified in this franchise.

<b>2.0</b>	<b>CONDITIONS AND DISCLAIMERS</b>	
<b>2.1</b>	<b>Guarantees</b>	This franchise 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.
<b>2.2</b>	<b>Non-exclusive franchise</b>	This franchise does not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
<b>2.3</b>	<b>Property rights</b>	This franchise does not convey any property rights in either real or personal property.
<b>2.4</b>	<b>Amendment</b>	Except as provided in Section 11.0, no amendment will be effective unless approved by the Metro Council.
<b>2.5</b>	<b>No recourse</b>	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.
<b>2.6</b>	<b>Indemnification</b>	The franchisee must indemnify Metro, the Council, the Chief Operating Officer (COO), and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense including attorney's fees, or liability related to or arising out of the granting of this franchise or the franchisee's performance of or failure to perform any of its obligations under the franchise or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.
<b>2.7</b>	<b>Binding nature</b>	This franchise is binding on the franchisee. The franchisee is liable for all acts and omissions of the franchisee's contractors and agents.
<b>2.8</b>	<b>Waivers</b>	To be effective, a waiver of any terms or conditions of this



		franchise must conform with Section 11.0 and be in writing and signed by the COO.
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"><li>1. "Mixed Non-Putrescible Waste" means a mixture of more than one type of non-putrescible waste, including commingled recyclables other than residential curbside recyclable material. This category includes construction and demolition waste but excludes Cleanup Materials Contaminated by Hazardous Substances, Source-Separated Recyclable Material, special waste, land clearing debris and yard debris.</li><li>2. Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.</li></ol>

3.0	<b>AUTHORIZATIONS</b>	
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	<b>General conditions on activities</b>	The franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
3.4	<b>Acceptance and management of putrescible solid waste</b>	<ol style="list-style-type: none"><li>1. The franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2. The franchisee also is authorized to accept putrescible waste for material recovery.</li><li>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.</li><li>3. The franchisee is authorized to accept putrescible waste generated inside the Metro region only from persons who are franchised or permitted by a local government unit to collect and haul putrescible waste.</li></ol>
3.5	<b>Acceptance and management of mixed non-putrescible solid waste</b>	<ol style="list-style-type: none"><li>1. The franchisee is authorized to accept loads of mixed non-putrescible solid waste for reload and transfer to a facility authorized by Metro to perform material recovery.</li><li>2. Except as provided below in Subsections (a) and (b), the franchise 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"><li>a. Unusually large vehicles, for example 30-foot tippers, may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.</li><li>b. Public self-haul customers may tip waste outside, provided that such waste is tipped directly into watertight containers that are covered or tarped within 12 hours of receipt, or by the end of the business day, whichever is earlier.</li></ol></li><li>3. The franchisee must reload and remove all mixed non-putrescible waste from the site within 48 hours of receipt.</li></ol>





<b>3.6</b>	<b>Acceptance of source-separated recyclable materials</b>	<ol style="list-style-type: none"><li>1. The franchisee must provide a place for collecting source-separated recyclable materials on the facility premises.</li><li>2. The franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.</li></ol>
<b>3.7</b>	<b>Acceptance of yard debris</b>	The franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
<b>3.8</b>	<b>Acceptance of source-separated food waste</b>	The franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.
<b>3.9</b>	<b>Acceptance of untreated wood</b>	The franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
<b>3.10</b>	<b>Acceptance of painted and treated wood</b>	The franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO. The franchisee 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.
<b>3.11</b>	<b>Acceptance of electronics devices</b>	The franchisee is authorized to accept source-separated electronic devices for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer, and other



		similar functions related to preparing these materials for reuse, recycling, or disposal as required by the Oregon Department of Environmental Quality (DEQ).
3.12	<b>Acceptance of inert material</b>	The franchisee is authorized to accept inert materials for purposes of classifying, consolidating, transfer, and other similar functions related to preparing these materials for useful purposes.
3.13	<b>Production of hogged fuel</b>	<ol style="list-style-type: none"><li>1. As authorized by Section 3.0, the franchisee is authorized to accept and process only untreated wood, painted wood, and incidental quantities of treated wood for delivery to facilities with industrial boilers for use as hogged fuel.</li><li>2. The franchisee is prohibited from mixing any other solid waste with the wood wastes described above in Section 3.15.1 for the production of hogged fuel.</li></ol>

<b>4.0</b>	<b>LIMITATIONS AND PROHIBITIONS</b>	
4.1	<b>Purpose</b>	This section of the franchise describes limitations and prohibitions on the wastes handled at the facility and activities performed at the facility.
4.2	<b>Tonnage allocation</b>	<ol style="list-style-type: none"><li>1. The franchisee is authorized to accept putrescible waste generated inside the Metro region as follows:<ol style="list-style-type: none"><li>a) For calendar year 2016, beginning on December 14 and ending December 31, 2016, the franchisee is authorized to accept up to 2,957 tons of putrescible waste generated inside the Metro region;</li><li>b) For calendar year 2017, beginning on January 1 and ending December 31, 2017, the franchisee is authorized to accept up to 23,000 tons of putrescible waste generated inside the Metro region;</li><li>c) 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. 16-1390; and</li><li>d) 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. 16-1390.</li></ol></li><li>2. Metro bases its tonnage allocations on its <i>Solid Waste</i></li></ol>



		<i>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.
4.3	<b>Waste hauler access</b>	<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"><li>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;</li><li>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;</li><li>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; and</li><li>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.</li></ul>
4.4	<b>Prohibited waste</b>	<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; hazardous waste; or any waste prohibited by the DEQ.</p>



4.5	<b>Prohibition on mixing</b>	<ol style="list-style-type: none"><li>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.</li><li>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.</li><li>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.</li></ol>
4.6	<b>Prohibition of size reduction on non-putrescible waste</b>	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 by the COO.
4.7	<b>No disposal of recyclable materials</b>	The franchisee must not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.8	<b>Composting prohibited</b>	The franchisee must not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.9	<b>Limits not exclusive</b>	This franchise 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	<b>OPERATING CONDITIONS</b>	
5.1	<b>Purpose and general performance goals</b>	<p>This section of the franchise describes criteria and standards for the operation of the facility. The franchisee must operate in a manner that meets the following general performance goals:</p> <ol style="list-style-type: none"><li>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</li></ol>





		<p>prohibited wastes.</p> <p>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.</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	<b>Qualified operator</b>	<ol style="list-style-type: none"><li>1. 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.</li><li>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.</li><li>3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.</li></ol>
5.3	<b>Fire prevention</b>	<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	<b>Adequate vehicle accommodation</b>	<p>The franchisee must:</p> <ol style="list-style-type: none"><li>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.</li><li>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.</li><li>c) Post signs to inform customers not to queue on public roadways.</li><li>d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and</li></ol>



		untarping of loads.
5.5	<b>Managing prohibited wastes</b>	<ol style="list-style-type: none"><li>1. The franchisee must reject prohibited waste upon discovery and must properly manage and dispose of prohibited waste when unknowingly received.</li><li>2. The franchisee must implement a load-checking program to prevent accepting prohibited waste. This program must include at a minimum:<ol style="list-style-type: none"><li>a) Visual inspection. As each load is tipped, a qualified operator must visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.</li><li>b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas must be covered and enclosed to prevent leaking and contamination.</li><li>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.</li><li>d) 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.</li></ol></li></ol>
5.6	<b>Storage and exterior stockpiles</b>	<p>The franchisee must:</p> <ol style="list-style-type: none"><li>a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;</li><li>b) Maintain storage areas in an orderly manner and keep the areas free of litter;</li><li>c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; and</li><li>d) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).</li></ol>
5.7	<b>Dust, airborne</b>	The franchisee must operate the facility in a manner that



	<b>debris and litter</b>	<p>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"><li>a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;</li><li>b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit;</li><li>c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site;</li><li>d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;</li><li>e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; and</li><li>f) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, 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.</li></ul>
<b>5.8</b>	<b>Odor</b>	<ul style="list-style-type: none"><li>1. The franchisee must operate the facility in a manner that prevents the generation of odors that are detectable off-site.</li><li>2. The franchisee must establish and follow procedures in the operating plan for minimizing odor at the facility.</li></ul>
<b>5.9</b>	<b>Vectors (e.g. birds, rodents, insects)</b>	<ul style="list-style-type: none"><li>1. The franchisee 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</li></ul>



		<p>to another.</p> <p>2. If vectors are present or detected at the facility, the franchisee must implement vector control measures.</p>
5.10	Noise	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.
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"><li>a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; and</li><li>b) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.</li></ul>
5.12	Access control	<ul style="list-style-type: none"><li>1. The franchisee must control access to the facility as necessary to prevent unauthorized entry and dumping.</li><li>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.</li></ul>
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"><li>a) Name of the facility;</li><li>b) Address of the facility;</li><li>c) Emergency telephone number for the facility;</li><li>d) Operating hours during which the facility is open for the receipt of authorized waste;</li><li>e) Fees and charges;</li><li>f) Metro's name and telephone number (503) 234-3000;</li><li>g) A list of authorized and prohibited wastes;</li><li>h) Vehicle / traffic flow information or diagram;</li><li>i) Covered load requirements; and</li></ul>





		j) Directions not to queue on public roadways.
5.14	Nuisance complaints	<ol style="list-style-type: none"><li>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.</li><li>2. If the facility receives a complaint, the Franchisee must:<ol style="list-style-type: none"><li>a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); and</li><li>b) Log all such complaints as provided by the operating plan. The franchisee must retain each log entry for one year and it must be available for inspection by Metro.</li></ol></li></ol>
5.15	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	<b>Procedures for inspecting loads</b>	<p>The operating plan must establish:</p> <ul style="list-style-type: none"><li>a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;</li><li>b) Procedures for identifying incoming and outgoing loads for waste classifications;</li><li>c) A set of objective criteria for accepting and rejecting loads; and</li><li>d) An asbestos testing protocol for all materials that appear to contain friable asbestos.</li></ul>
6.6	<b>Procedures for processing and storage of loads</b>	<p>The operating plan must establish procedures for:</p> <ul style="list-style-type: none"><li>a) Processing authorized solid wastes;</li><li>b) Reloading and transfer of authorized solid wastes;</li><li>c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;</li><li>d) Storing authorized solid wastes; and</li><li>e) Minimizing storage times and avoiding delay in processing of authorized solid wastes.</li></ul>
6.7	<b>Procedures for managing prohibited wastes</b>	<p>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.</p>



<b>6.8</b>	<b>Procedures for odor prevention</b>	<p>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:</p> <ul style="list-style-type: none"><li>a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; and</li><li>b) Procedures for receiving and recording odor complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.</li></ul>
<b>6.9</b>	<b>Procedures for dust prevention</b>	<p>The operating plan must establish procedures for preventing dust from blowing off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none"><li>a) A management plan that the franchisee will use to monitor and manage dust of any derivation; and</li><li>b) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.</li></ul>
<b>6.10</b>	<b>Procedures for emergencies</b>	<p>The operating plan must establish procedures that the franchisee will follow in case of fire or other emergency.</p>
<b>6.11</b>	<b>Procedures for nuisance complaints</b>	<ul style="list-style-type: none"><li>1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the franchisee must record:<ul style="list-style-type: none"><li>a) The nature of the complaint;</li><li>b) The date the complaint was received;</li><li>c) The name, address and telephone number of the person or persons making the complaint; and</li><li>d) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).</li></ul></li><li>2. The franchisee 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.</li></ul>
<b>6.12</b>	<b>Closure protocol</b>	<p>The franchisee must establish protocol for closure and restoration of the site in the event of a long-term cessation of operations as provided in Metro Code Section 5.01.072(c)(3).</p>
<b>6.13</b>	<b>Financial assurance</b>	<p>The financial assurance requirement is waived as provided in Metro Code Chapter 5.01</p>



7.0	FEES AND RATES	
7.1	<b>Purpose</b>	This section of the franchise specifies fees payable by the franchisee, and describes rate regulation by Metro.
7.2	<b>Annual fee</b>	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	<b>Rates</b>	<ol style="list-style-type: none"><li>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.</li><li>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.</li></ol>
7.4	<b>Metro fee and tax imposed on disposal</b>	The franchisee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.
7.5	<b>Metro community enhancement fee imposed on waste received</b>	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	<b>Purpose</b>	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	<b>Record keeping requirements</b>	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	<b>Reporting requirements</b>	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	<b>Account number listing</b>	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	<b>Transactions based on scale weights</b>	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	<b>DEQ submittals</b>	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	<b>Copies of enforcement actions provided to Metro</b>	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	<b>Unusual occurrences</b>	<ol style="list-style-type: none"><li>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.</li><li>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-</li></ol>



		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.
8.9	Changes in ownership	 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	<b>INSURANCE REQUIREMENTS</b>	
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 INSURED.



9.6	<b>Worker's Compensation Insurance</b>	The franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law 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	<b>Notification</b>	The franchisee must give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

10.0	<b>ENFORCEMENT</b>	
10.1	<b>Generally</b>	Metro will enforce this franchise as specified in Metro Code Chapter 5.01.
10.2	<b>Authority vested in Metro</b>	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise 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	<b>No enforcement limitations</b>	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	<b>Penalties</b>	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	<b>AMENDMENT, SUSPENSION, AND REVOCATION</b>	
11.1	<b>Amendment by</b>	At any time during the term of the franchise, either the COO or



	<b>agreement</b>	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.
<b>11.2</b>	<b>Amendment by Metro Council action</b>	<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"><li>a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this franchisee is a member; and</li><li>b) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance.</li></ul> <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the franchisee provides evidence that the amendment will result in significant capital cost to the franchisee, the Metro Council will include capital cost and the ability of the franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
<b>11.3</b>	<b>Amendment, suspension or revocation by Metro for cause</b>	<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"><li>a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;</li><li>b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;</li><li>c) Failure to disclose fully all relevant facts;</li><li>d) A significant release into the environment from the facility;</li><li>e) Significant change in the character of solid waste received or in the operation of the facility;</li><li>f) Any change in ownership or control;</li><li>g) A request from the local government stemming from impacts resulting from facility operations;</li></ul>





		<p>h) Compliance history of the franchisee; and</p> <p>i) Changes in regional tonnage trends or actual solid waste generation.</p>
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12.0	GENERAL OBLIGATIONS	
12.1	<b>Compliance with law</b>	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	<b>Deliver waste to appropriate destinations</b>	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	<b>Right of inspection and audit</b>	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	<b>Confidential information</b>	The franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements,



		<p>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</p>
<b>12.5</b>	<b>Compliance by agents</b>	<p>The franchisee is responsible for ensuring that its agents and contractors comply with this franchise.</p>

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A SOLID	)	ORDINANCE NO. 16-1390- <u>A</u>
WASTE FACILITY FRANCHISE APPLICATION	)	
AND AUTHORIZING THE CHIEF OPERATING	)	Introduced by Chief Operating Officer Martha
OFFICER TO ISSUE A NEW FRANCHISE TO	)	Bennett in concurrence with Council
GSS TRANSFER, LLC TO OPERATE A	)	President Tom Hughes
TRANSFER STATION <u>AND DECLARING AN</u>	)	
<u>EMERGENCY</u>	)	

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, on September 14, 2016, GSS Transfer, LLC ("GSS Transfer") applied for a Metro Solid Waste Facility Franchise; and

WHEREAS, GSS Transfer is affiliated with Gresham Sanitary Service, Inc. ("Gresham Sanitary"), which has collected municipal solid waste in the Gresham area for roughly 25 years, and

WHEREAS, for most of those years Gresham Sanitary has taken its collected municipal waste and simply reloaded it at the location that it now proposes to be a franchised transfer station; and

WHEREAS, after reloading its municipal waste, Gresham Sanitary has then transported it to either the Troutdale Transfer Station or to one of Metro's two publicly-owned transfer stations; and

WHEREAS, GSS Transfer wishes to become a Metro franchised transfer station in order to allow it to directly dispose of its municipal waste at a Metro-authorized disposal site rather than first needing to send the waste to another transfer station; and

WHEREAS, GSS Transfer does not otherwise propose to alter the activity that already occurs at the proposed transfer station site; and

WHEREAS, GSS Transfer has complied with all requirements for applications for a franchise found in Metro Code Section 5.01.072, including obtaining from DEQ all necessary permits for a solid waste facility; and

WHEREAS, the Chief Operating Officer has reviewed GSS Transfer's application materials and finds that it is qualified to operate a transfer station; and

WHEREAS, although Metro Code Section 5.01.073(k) authorizes a franchise term of up to five years, the Chief Operating Officer recommends that GSS Transfer's franchise terminate on December 31, 2019, in order to align its termination date with those of the other four privately-owned transfer station franchises; and

WHEREAS, the Chief Operating Officer recommends that Metro Council allocate to GSS Transfer 23,000 tons of solid waste per year, which roughly equals the amount of waste that Gresham Sanitary currently controls and consolidates at the proposed transfer station location; and

WHEREAS, the initial tonnage allocation could change during the franchise term based on the outcome of allocation procedures that Metro is developing in 2017; 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 for GSS Transfer, LLC Transfer Station is approved subject to the terms, conditions, and limitations contained in Exhibit A.
2. The Chief Operating Officer is authorized to issue to GSS Transfer, LLC a Solid Waste Facility Franchise for a transfer station substantially similar to the one attached as Exhibit A.
3. That this Ordinance being necessary for the welfare of the Metro area because of the risk to consistent and complete waste management service provision to customers of Gresham Sanitary Services, Inc., an emergency is declared to exist pursuant to Metro Charter Section 38 (1), and this Ordinance will take effect on December 9, 2016.

ADOPTED by the Metro Council this \_\_\_\_ day of December 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-019-16

FRANCHISEE:	FACILITY NAME AND LOCATION:
GSS Transfer, LLC 2131 NW Birdsdale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917	GSS Transfer, LLC 2131 NW Birdsdale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
OPERATOR:	PROPERTY OWNER:
GSS Transfer, LLC 2131 NW Birdsdale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917	Michael & Deborah Miller PO Box 1560 Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917

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:

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Paul Slyman, Property and Environmental Services Director

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Date



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1.0	ISSUANCE	
1.1	Franchisee	GSS Transfer, LLC 2131 NW Birdsedale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.2	Corporate affiliation	Gresham Sanitary Service, Inc. 2131 NW Birdsedale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.3	Contact	Matt Miller Tel. (503) 665-2424 Fax. (503) 666-0917 e-mail: <a href="mailto:matt@gss-nw.com">matt@gss-nw.com</a>
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-019-16.
1.5	Term	The franchise commences on <del>March</del> <u>December</u> 9, 201 <u>6</u> <del>7</del> , with a termination date of 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	GSS Transfer, LLC. PO Box 1560 Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.8	Operator	GSS Transfer, LLC 2131 NW Birdsedale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.9	Facility premises description	Tax Lot Identification Nos. 1S3E05AD 01500, 01600, 01700, and 1S3E05DA 00100, City of Gresham, Multnomah County, State of Oregon
1.10	Property owner	Michael & Deborah Miller



		PO Box 1560 Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
<b>1.11</b>	<b>Permission to operate</b>	Franchisee has obtained the property owner's consent to operate the facility as specified in this franchise.

<b>2.0</b>	<b>CONDITIONS AND DISCLAIMERS</b>	
<b>2.1</b>	<b>Guarantees</b>	This franchise 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.
<b>2.2</b>	<b>Non-exclusive franchise</b>	This franchise does not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
<b>2.3</b>	<b>Property rights</b>	This franchise does not convey any property rights in either real or personal property.
<b>2.4</b>	<b>Amendment</b>	Except as provided in Section 11.0, no amendment will be effective unless approved by the Metro Council.
<b>2.5</b>	<b>No recourse</b>	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.
<b>2.6</b>	<b>Indemnification</b>	The franchisee must indemnify Metro, the Council, the Chief Operating Officer (COO), and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense including attorney's fees, or liability related to or arising out of the granting of this franchise or the franchisee's performance of or failure to perform any of its obligations under the franchise or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.
<b>2.7</b>	<b>Binding nature</b>	This franchise is binding on the franchisee. The franchisee is liable for all acts and omissions of the franchisee's contractors and agents.
<b>2.8</b>	<b>Waivers</b>	To be effective, a waiver of any terms or conditions of this



		franchise must conform with Section 11.0 and be in writing and signed by the COO.
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"><li>1. "Mixed Non-Putrescible Waste" means a mixture of more than one type of non-putrescible waste, including commingled recyclables other than residential curbside recyclable material. This category includes construction and demolition waste but excludes Cleanup Materials Contaminated by Hazardous Substances, Source-Separated Recyclable Material, special waste, land clearing debris and yard debris.</li><li>2. Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.</li></ol>

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	<b>General conditions on activities</b>	The franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
3.4	<b>Acceptance and management of putrescible solid waste</b>	<ol style="list-style-type: none"><li>1. The franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2. The franchisee also is authorized to accept putrescible waste for material recovery.</li><li>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.</li><li>3. The franchisee is authorized to accept putrescible waste generated inside the Metro region only from persons who are franchised or permitted by a local government unit to collect and haul putrescible waste.</li></ol>
3.5	<b>Acceptance and management of mixed non-putrescible solid waste</b>	<ol style="list-style-type: none"><li>1. The franchisee is authorized to accept loads of mixed non-putrescible solid waste for reload and transfer to a facility authorized by Metro to perform material recovery.</li><li>2. Except as provided below in Subsections (a) and (b), the franchise 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"><li>a. Unusually large vehicles, for example 30-foot tippers, may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.</li><li>b. Public self-haul customers may tip waste outside, provided that such waste is tipped directly into watertight containers that are covered or tarped within 12 hours of receipt, or by the end of the business day, whichever is earlier.</li></ol></li><li>3. The franchisee must reload and remove all mixed non-putrescible waste from the site within 48 hours of receipt.</li></ol>





<b>3.6</b>	<b>Acceptance of source-separated recyclable materials</b>	<ol style="list-style-type: none"><li>1. The franchisee must provide a place for collecting source-separated recyclable materials on the facility premises.</li><li>2. The franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.</li></ol>
<b>3.7</b>	<b>Acceptance of yard debris</b>	The franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
<b>3.8</b>	<b>Acceptance of source-separated food waste</b>	The franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.
<b>3.9</b>	<b>Acceptance of untreated wood</b>	The franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
<b>3.10</b>	<b>Acceptance of painted and treated wood</b>	The franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO. The franchisee 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.
<b>3.11</b>	<b>Acceptance of electronics devices</b>	The franchisee is authorized to accept source-separated electronic devices for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer, and other



		similar functions related to preparing these materials for reuse, recycling, or disposal as required by the Oregon Department of Environmental Quality (DEQ).
3.12	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.
3.13	Production of hogged fuel	<ol style="list-style-type: none"><li>1. As authorized by Section 3.0, the franchisee is authorized to accept and process only untreated wood, painted wood, and incidental quantities of treated wood for delivery to facilities with industrial boilers for use as hogged fuel.</li><li>2. The franchisee is prohibited from mixing any other solid waste with the wood wastes described above in Section 3.15.1 for the production of hogged fuel.</li></ol>

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"><li>1. The franchisee is authorized to accept putrescible waste generated inside the Metro region as follows: <ul style="list-style-type: none"><li><u>a) For calendar year 2016, beginning on December 9 and ending December 31, 2016, the franchisee is authorized to accept up to 2,957 tons of putrescible waste generated inside the Metro region;</u></li><li><del>a)b)</del> For calendar year 2017, beginning on January 1 and ending December 31, 2017, the franchisee is authorized to accept up to 23,000 tons of putrescible waste generated inside the Metro region;</li><li><del>b)c)</del> 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. 16-1390; and</li><li><del>c)d)</del> 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. 16-1390.</li></ul></li><li>2. Metro bases its tonnage allocations on its <i>Solid Waste</i></li></ol>





		<i>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.
4.3	<b>Waste hauler access</b>	<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"><li>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;</li><li>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;</li><li>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; and</li><li>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.</li></ul>
4.4	<b>Prohibited waste</b>	<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; hazardous waste; or any waste prohibited by the DEQ.</p>



4.5	<b>Prohibition on mixing</b>	<ol style="list-style-type: none"><li>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.</li><li>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.</li><li>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.</li></ol>
4.6	<b>Prohibition of size reduction on non-putrescible waste</b>	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 by the COO.
4.7	<b>No disposal of recyclable materials</b>	The franchisee must not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.8	<b>Composting prohibited</b>	The franchisee must not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.9	<b>Limits not exclusive</b>	This franchise 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	<b>OPERATING CONDITIONS</b>	
5.1	<b>Purpose and general performance goals</b>	<p>This section of the franchise describes criteria and standards for the operation of the facility. The franchisee must operate in a manner that meets the following general performance goals:</p> <ol style="list-style-type: none"><li>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</li></ol>



		<p>prohibited wastes.</p> <p>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.</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	<b>Qualified operator</b>	<ol style="list-style-type: none"><li>1. 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.</li><li>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.</li><li>3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.</li></ol>
5.3	<b>Fire prevention</b>	<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	<b>Adequate vehicle accommodation</b>	<p>The franchisee must:</p> <ol style="list-style-type: none"><li>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.</li><li>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.</li><li>c) Post signs to inform customers not to queue on public roadways.</li><li>d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and</li></ol>



		untarping of loads.
5.5	<b>Managing prohibited wastes</b>	<ol style="list-style-type: none"><li>1. The franchisee must reject prohibited waste upon discovery and must properly manage and dispose of prohibited waste when unknowingly received.</li><li>2. The franchisee must implement a load-checking program to prevent accepting prohibited waste. This program must include at a minimum:<ol style="list-style-type: none"><li>a) Visual inspection. As each load is tipped, a qualified operator must visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise.</li><li>b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas must be covered and enclosed to prevent leaking and contamination.</li><li>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.</li><li>d) 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.</li></ol></li></ol>
5.6	<b>Storage and exterior stockpiles</b>	<p>The franchisee must:</p> <ol style="list-style-type: none"><li>a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;</li><li>b) Maintain storage areas in an orderly manner and keep the areas free of litter;</li><li>c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; and</li><li>d) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).</li></ol>
5.7	<b>Dust, airborne</b>	The franchisee must operate the facility in a manner that





	<b>debris and litter</b>	<p>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"><li>a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;</li><li>b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit;</li><li>c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site;</li><li>d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;</li><li>e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; and</li><li>f) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, 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.</li></ul>
<b>5.8</b>	<b>Odor</b>	<ul style="list-style-type: none"><li>1. The franchisee must operate the facility in a manner that prevents the generation of odors that are detectable off-site.</li><li>2. The franchisee must establish and follow procedures in the operating plan for minimizing odor at the facility.</li></ul>
<b>5.9</b>	<b>Vectors (e.g. birds, rodents, insects)</b>	<ul style="list-style-type: none"><li>1. The franchisee 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</li></ul>





		<p>to another.</p> <p>2. If vectors are present or detected at the facility, the franchisee must implement vector control measures.</p>
5.10	Noise	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.
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"><li>a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; and</li><li>b) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.</li></ul>
5.12	Access control	<ul style="list-style-type: none"><li>1. The franchisee must control access to the facility as necessary to prevent unauthorized entry and dumping.</li><li>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.</li></ul>
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"><li>a) Name of the facility;</li><li>b) Address of the facility;</li><li>c) Emergency telephone number for the facility;</li><li>d) Operating hours during which the facility is open for the receipt of authorized waste;</li><li>e) Fees and charges;</li><li>f) Metro's name and telephone number (503) 234-3000;</li><li>g) A list of authorized and prohibited wastes;</li><li>h) Vehicle / traffic flow information or diagram;</li><li>i) Covered load requirements; and</li></ul>



		j) Directions not to queue on public roadways.
5.14	Nuisance complaints	<ol style="list-style-type: none"><li>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.</li><li>2. If the facility receives a complaint, the Franchisee must:<ol style="list-style-type: none"><li>a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); and</li><li>b) Log all such complaints as provided by the operating plan. The franchisee must retain each log entry for one year and it must be available for inspection by Metro.</li></ol></li></ol>
5.15	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	<b>Procedures for inspecting loads</b>	<p>The operating plan must establish:</p> <ul style="list-style-type: none"><li>a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;</li><li>b) Procedures for identifying incoming and outgoing loads for waste classifications;</li><li>c) A set of objective criteria for accepting and rejecting loads; and</li><li>d) An asbestos testing protocol for all materials that appear to contain friable asbestos.</li></ul>
6.6	<b>Procedures for processing and storage of loads</b>	<p>The operating plan must establish procedures for:</p> <ul style="list-style-type: none"><li>a) Processing authorized solid wastes;</li><li>b) Reloading and transfer of authorized solid wastes;</li><li>c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;</li><li>d) Storing authorized solid wastes; and</li><li>e) Minimizing storage times and avoiding delay in processing of authorized solid wastes.</li></ul>
6.7	<b>Procedures for managing prohibited wastes</b>	<p>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.</p>



<b>6.8</b>	<b>Procedures for odor prevention</b>	<p>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:</p> <ul style="list-style-type: none"><li>a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; and</li><li>b) Procedures for receiving and recording odor complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.</li></ul>
<b>6.9</b>	<b>Procedures for dust prevention</b>	<p>The operating plan must establish procedures for preventing dust from blowing off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none"><li>a) A management plan that the franchisee will use to monitor and manage dust of any derivation; and</li><li>b) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.</li></ul>
<b>6.10</b>	<b>Procedures for emergencies</b>	<p>The operating plan must establish procedures that the franchisee will follow in case of fire or other emergency.</p>
<b>6.11</b>	<b>Procedures for nuisance complaints</b>	<ul style="list-style-type: none"><li>1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the franchisee must record:<ul style="list-style-type: none"><li>a) The nature of the complaint;</li><li>b) The date the complaint was received;</li><li>c) The name, address and telephone number of the person or persons making the complaint; and</li><li>d) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).</li></ul></li><li>2. The franchisee 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.</li></ul>
<b>6.12</b>	<b>Closure protocol</b>	<p>The franchisee must establish protocol for closure and restoration of the site in the event of a long-term cessation of operations as provided in Metro Code Section 5.01.072(c)(3).</p>
<b>6.13</b>	<b>Financial assurance</b>	<p>The financial assurance requirement is waived as provided in Metro Code Chapter 5.01</p>



7.0	FEES AND RATES	
7.1	<b>Purpose</b>	This section of the franchise specifies fees payable by the franchisee, and describes rate regulation by Metro.
7.2	<b>Annual fee</b>	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	<b>Rates</b>	<ol style="list-style-type: none"><li>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.</li><li>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.</li></ol>
7.4	<b>Metro fee and tax imposed on disposal</b>	The franchisee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.
7.5	<b>Metro community enhancement fee imposed on waste received</b>	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	<b>Purpose</b>	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	<b>Record keeping requirements</b>	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	<b>Reporting requirements</b>	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	<b>Account number listing</b>	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	<b>Transactions based on scale weights</b>	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	<b>DEQ submittals</b>	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	<b>Copies of enforcement actions provided to Metro</b>	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	<b>Unusual occurrences</b>	<ol style="list-style-type: none"><li>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.</li><li>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-</li></ol>



		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.
8.9	Changes in ownership	 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	<b>INSURANCE REQUIREMENTS</b>	
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 INSURED.



9.6	<b>Worker's Compensation Insurance</b>	The franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law 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	<b>Notification</b>	The franchisee must give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

10.0	<b>ENFORCEMENT</b>	
10.1	<b>Generally</b>	Metro will enforce this franchise as specified in Metro Code Chapter 5.01.
10.2	<b>Authority vested in Metro</b>	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise 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	<b>No enforcement limitations</b>	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	<b>Penalties</b>	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	<b>AMENDMENT, SUSPENSION, AND REVOCATION</b>	
11.1	<b>Amendment by</b>	At any time during the term of the franchise, either the COO or



	<b>agreement</b>	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.
<b>11.2</b>	<b>Amendment by Metro Council action</b>	<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"><li>a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this franchisee is a member; and</li><li>b) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance.</li></ul> <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the franchisee provides evidence that the amendment will result in significant capital cost to the franchisee, the Metro Council will include capital cost and the ability of the franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
<b>11.3</b>	<b>Amendment, suspension or revocation by Metro for cause</b>	<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"><li>a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;</li><li>b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;</li><li>c) Failure to disclose fully all relevant facts;</li><li>d) A significant release into the environment from the facility;</li><li>e) Significant change in the character of solid waste received or in the operation of the facility;</li><li>f) Any change in ownership or control;</li><li>g) A request from the local government stemming from impacts resulting from facility operations;</li></ul>





		<p>h) Compliance history of the franchisee; and</p> <p>i) Changes in regional tonnage trends or actual solid waste generation.</p>
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12.0	GENERAL OBLIGATIONS	
12.1	<b>Compliance with law</b>	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	<b>Deliver waste to appropriate destinations</b>	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	<b>Right of inspection and audit</b>	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	<b>Confidential information</b>	The franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements,





		<p>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</p>
<b>12.5</b>	<b>Compliance by agents</b>	<p>The franchisee is responsible for ensuring that its agents and contractors comply with this franchise.</p>

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A SOLID	)	ORDINANCE NO. 16-1390
WASTE FACILITY FRANCHISE APPLICATION	)	
AND AUTHORIZING THE CHIEF OPERATING	)	Introduced by Chief Operating Officer Martha
OFFICER TO ISSUE A NEW FRANCHISE TO	)	Bennett in concurrence with Council
GSS TRANSFER, LLC TO OPERATE A	)	President Tom Hughes
TRANSFER STATION	)	

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, on September 14, 2016, GSS Transfer, LLC ("GSS Transfer") applied for a Metro Solid Waste Facility Franchise; and

WHEREAS, GSS Transfer is affiliated with Gresham Sanitary Service, Inc. ("Gresham Sanitary"), which has collected municipal solid waste in the Gresham area for roughly 25 years, and

WHEREAS, for most of those years Gresham Sanitary has taken its collected municipal waste and simply reloaded it at the location that it now proposes to be a franchised transfer station; and

WHEREAS, after reloading its municipal waste, Gresham Sanitary has then transported it to either the Troutdale Transfer Station or to one of Metro's two publicly-owned transfer stations; and

WHEREAS, GSS Transfer wishes to become a Metro franchised transfer station in order to allow it to directly dispose of its municipal waste at a Metro-authorized disposal site rather than first needing to send the waste to another transfer station; and

WHEREAS, GSS Transfer does not otherwise propose to alter the activity that already occurs at the proposed transfer station site; and

WHEREAS, GSS Transfer has complied with all requirements for applications for a franchise found in Metro Code Section 5.01.072, including obtaining from DEQ all necessary permits for a solid waste facility; and

WHEREAS, the Chief Operating Officer has reviewed GSS Transfer's application materials and finds that it is qualified to operate a transfer station; and

WHEREAS, although Metro Code Section 5.01.073(k) authorizes a franchise term of up to five years, the Chief Operating Officer recommends that GSS Transfer's franchise terminate on December 31, 2019, in order to align its termination date with those of the other four privately-owned transfer station franchises; and

WHEREAS, the Chief Operating Officer recommends that Metro Council allocate to GSS Transfer 23,000 tons of solid waste per year, which roughly equals the amount of waste that Gresham Sanitary currently controls and consolidates at the proposed transfer station location; and

WHEREAS, the initial tonnage allocation could change during the franchise term based on the outcome of allocation procedures that Metro is developing in 2017; 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 for GSS Transfer, LLC Transfer Station is approved subject to the terms, conditions, and limitations contained in Exhibit A.
2. The Chief Operating Officer is authorized to issue to GSS Transfer, LLC a Solid Waste Facility Franchise for a transfer station substantially similar to the one attached as Exhibit A.

ADOPTED by the Metro Council this \_\_\_\_ day of December 2016.

Attest:

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Tom Hughes, Council President

Approved as to Form:

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Nellie Papsdorf, Recording Secretary

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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-019-16

FRANCHISEE:	FACILITY NAME AND LOCATION:
GSS Transfer, LLC 2131 NW Birdsedale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917	GSS Transfer, LLC 2131 NW Birdsedale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
OPERATOR:	PROPERTY OWNER:
GSS Transfer, LLC 2131 NW Birdsedale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917	Michael & Deborah Miller PO Box 1560 Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917

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:**

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Paul Slyman, Property and Environmental Services Director

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Date



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1.0	ISSUANCE	
1.1	<b>Franchisee</b>	GSS Transfer, LLC 2131 NW Birdsedale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.2	<b>Corporate affiliation</b>	Gresham Sanitary Service, Inc. 2131 NW Birdsedale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.3	<b>Contact</b>	Matt Miller Tel. (503) 665-2424 Fax. (503) 666-0917 e-mail: <a href="mailto:matt@gss-nw.com">matt@gss-nw.com</a>
1.4	<b>Franchise number</b>	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-019-16.
1.5	<b>Term</b>	The franchise commences on March 9, 2017, with a termination date of December 31, 2019, unless amended, suspended, or revoked as provided in this franchise.
1.6	<b>Renewal</b>	The franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
1.7	<b>Facility name and mailing address</b>	GSS Transfer, LLC. PO Box 1560 Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.8	<b>Operator</b>	GSS Transfer, LLC 2131 NW Birdsedale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.9	<b>Facility premises description</b>	Tax Lot Identification Nos. 1S3E05AD 01500, 01600, 01700, and 1S3E05DA 00100, City of Gresham, Multnomah County, State of Oregon



<b>1.10</b>	<b>Property owner</b>	Michael & Deborah Miller PO Box 1560 Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
<b>1.11</b>	<b>Permission to operate</b>	Franchisee has obtained the property owner's consent to operate the facility as specified in this franchise.

<b>2.0</b>	<b>CONDITIONS AND DISCLAIMERS</b>	
<b>2.1</b>	<b>Guarantees</b>	This franchise 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.
<b>2.2</b>	<b>Non-exclusive franchise</b>	This franchise does not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
<b>2.3</b>	<b>Property rights</b>	This franchise does not convey any property rights in either real or personal property.
<b>2.4</b>	<b>Amendment</b>	Except as provided in Section 11.0, no amendment will be effective unless approved by the Metro Council.
<b>2.5</b>	<b>No recourse</b>	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.
<b>2.6</b>	<b>Indemnification</b>	The franchisee must indemnify Metro, the Council, the Chief Operating Officer (COO), and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense including attorney's fees, or liability related to or arising out of the granting of this franchise or the franchisee's performance of or failure to perform any of its obligations under the franchise or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.
<b>2.7</b>	<b>Binding nature</b>	This franchise is binding on the franchisee. The franchisee is liable for all acts and omissions of the franchisee's contractors



		and agents.
<b>2.8</b>	<b>Waivers</b>	To be effective, a waiver of any terms or conditions of this franchise must conform with Section 11.0 and be in writing and signed by the COO.
<b>2.9</b>	<b>Effect of waiver</b>	Waiver of a term or condition of this franchise 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.
<b>2.10</b>	<b>Choice of law</b>	The franchise will be construed, applied, and enforced in accordance with the laws of the State of Oregon.
<b>2.11</b>	<b>Enforceability</b>	If a court of competent jurisdiction determines that any provision of this franchise is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this franchise will not be affected.
<b>2.12</b>	<b>Franchise not a waiver</b>	This franchise does not relieve any owner, operator, or the franchisee from the obligation to obtain all required permits, franchises, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
<b>2.13</b>	<b>Franchise not limiting</b>	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
<b>2.14</b>	<b>Definitions</b>	<ol style="list-style-type: none"><li>1. "Mixed Non-Putrescible Waste" means a mixture of more than one type of non-putrescible waste, including commingled recyclables other than residential curbside recyclable material. This category includes construction and demolition waste but excludes Cleanup Materials Contaminated by Hazardous Substances, Source-Separated Recyclable Material, special waste, land clearing debris and yard debris.</li><li>2. Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.</li></ol>

<b>3.0</b>	<b>AUTHORIZATIONS</b>	
<b>3.1</b>	<b>Purpose</b>	This section of the franchise describes the wastes that the franchisee is authorized to accept at the facility and the waste-



		related activities the franchisee is authorized to perform at the facility.
3.2	<b>General conditions on solid waste</b>	The franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.
3.3	<b>General conditions on activities</b>	The franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
3.4	<b>Acceptance and management of putrescible solid waste</b>	<ol style="list-style-type: none"><li>1. The franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2. The franchisee also is authorized to accept putrescible waste for material recovery.</li><li>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.</li><li>3. The franchisee is authorized to accept putrescible waste generated inside the Metro region only from persons who are franchised or permitted by a local government unit to collect and haul putrescible waste.</li></ol>
3.5	<b>Acceptance and management of mixed non-putrescible solid waste</b>	<ol style="list-style-type: none"><li>1. The franchisee is authorized to accept loads of mixed non-putrescible solid waste for reload and transfer to a facility authorized by Metro to perform material recovery.</li><li>2. Except as provided below in Subsections (a) and (b), the franchise 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"><li>a. Unusually large vehicles, for example 30-foot tippers, may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.</li><li>b. Public self-haul customers may tip waste outside, provided that such waste is tipped directly into</li></ol></li></ol>



		<p>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	<b>Acceptance of source-separated recyclable materials</b>	<p>1. The franchisee must provide a place for collecting source-separated recyclable materials on the facility premises.</p> <p>2. The franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.</p>
3.7	<b>Acceptance of yard debris</b>	<p>The franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.</p>
3.8	<b>Acceptance of source-separated food waste</b>	<p>The franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.</p>
3.9	<b>Acceptance of untreated wood</b>	<p>The franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.</p>
3.10	<b>Acceptance of painted and treated wood</b>	<p>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</p>





		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.
3.11	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).
3.12	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.
3.13	Production of hogged fuel	<ol style="list-style-type: none"><li>1. As authorized by Section 3.0, the franchisee is authorized to accept and process only untreated wood, painted wood, and incidental quantities of treated wood for delivery to facilities with industrial boilers for use as hogged fuel.</li><li>2. The franchisee is prohibited from mixing any other solid waste with the wood wastes described above in Section 3.15.1 for the production of hogged fuel.</li></ol>

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"><li>1. The franchisee is authorized to accept putrescible waste generated inside the Metro region as follows:<ol style="list-style-type: none"><li>a) For calendar year 2017, beginning on January 1 and ending December 31, 2017, the franchisee is authorized to accept up to 23,000 tons of putrescible waste generated inside the Metro region;</li><li>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. 16-1390; and</li></ol></li></ol>



		<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. 16-1390.</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. Due cause includes, but is not limited to, load contamination, failure to pay, or risk of exceeding the franchise tonnage allocation; 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 amounts of the following types of waste: materials contaminated with or containing friable asbestos; lead acid batteries; liquid waste for disposal; vehicles; infectious, biological or pathological waste; radioactive waste; hazardous waste; or any waste prohibited by the DEQ.</p>



4.5	<b>Prohibition on mixing</b>	<ol style="list-style-type: none"><li>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.</li><li>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.</li><li>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.</li></ol>
4.6	<b>Prohibition of size reduction on non-putrescible waste</b>	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 by the COO.
4.7	<b>No disposal of recyclable materials</b>	The franchisee must not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.8	<b>Composting prohibited</b>	The franchisee must not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.9	<b>Limits not exclusive</b>	This franchise 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	<b>OPERATING CONDITIONS</b>	
5.1	<b>Purpose and general performance goals</b>	<p>This section of the franchise describes criteria and standards for the operation of the facility. The franchisee must operate in a manner that meets the following general performance goals:</p> <ol style="list-style-type: none"><li>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</li></ol>



		<p>contamination, air pollution, and improper acceptance and management of hazardous waste, asbestos and other prohibited wastes.</p> <p>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.</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	<b>Qualified operator</b>	<ol style="list-style-type: none"><li>1. 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.</li><li>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.</li><li>3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.</li></ol>
5.3	<b>Fire prevention</b>	<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	<b>Adequate vehicle accommodation</b>	<p>The franchisee must:</p> <ol style="list-style-type: none"><li>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.</li><li>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.</li></ol>





		<ul style="list-style-type: none"><li>c) Post signs to inform customers not to queue on public roadways.</li><li>d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.</li></ul>
5.5	<b>Managing prohibited wastes</b>	<ul style="list-style-type: none"><li>1. The franchisee must reject prohibited waste upon discovery and must properly manage and dispose of prohibited waste when unknowingly received.</li><li>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"><li>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.</li><li>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.</li><li>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.</li><li>d) 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.</li></ul></li></ul>
5.6	<b>Storage and exterior stockpiles</b>	<p>The franchisee must:</p> <ul style="list-style-type: none"><li>a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;</li><li>b) Maintain storage areas in an orderly manner and keep the areas free of litter;</li></ul>





		<ul style="list-style-type: none"><li>c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; and</li><li>d) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).</li></ul>
5.7	<b>Dust, airborne debris and litter</b>	<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"><li>a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;</li><li>b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit;</li><li>c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site;</li><li>d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;</li><li>e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; and</li><li>f) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, 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.</li></ul>



5.8	<b>Odor</b>	<ol style="list-style-type: none"><li>1. The franchisee must operate the facility in a manner that prevents the generation of odors that are detectable off-site.</li><li>2. The franchisee must establish and follow procedures in the operating plan for minimizing odor at the facility.</li></ol>
5.9	<b>Vectors (e.g. birds, rodents, insects)</b>	<ol style="list-style-type: none"><li>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.</li><li>2. If vectors are present or detected at the facility, the franchisee must implement vector control measures.</li></ol>
5.10	<b>Noise</b>	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.
5.11	<b>Water contaminated by solid waste and solid waste leachate</b>	<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"><li>a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; and</li><li>b) Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state, and federal laws and regulations.</li></ol>
5.12	<b>Access control</b>	<ol style="list-style-type: none"><li>1. The franchisee must control access to the facility as necessary to prevent unauthorized entry and dumping.</li><li>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.</li></ol>
5.13	<b>Signage</b>	<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> <ol style="list-style-type: none"><li>a) Name of the facility;</li><li>b) Address of the facility;</li></ol>



		<ul style="list-style-type: none"><li>c) Emergency telephone number for the facility;</li><li>d) Operating hours during which the facility is open for the receipt of authorized waste;</li><li>e) Fees and charges;</li><li>f) Metro's name and telephone number (503) 234-3000;</li><li>g) A list of authorized and prohibited wastes;</li><li>h) Vehicle / traffic flow information or diagram;</li><li>i) Covered load requirements; and</li><li>j) Directions not to queue on public roadways.</li></ul>
5.14	Nuisance complaints	<ul style="list-style-type: none"><li>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.</li><li>2. If the facility receives a complaint, the Franchisee must:<ul style="list-style-type: none"><li>a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); and</li><li>b) Log all such complaints as provided by the operating plan. The franchisee must retain each log entry for one year and it must be available for inspection by Metro.</li></ul></li></ul>
5.15	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	<b>Plan maintenance</b>	The franchisee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The franchisee must submit amendments and revisions of the operating plan to the COO for written approval prior to implementation.
6.4	<b>Access to operating plan</b>	The franchisee 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	<b>Procedures for inspecting loads</b>	<p>The operating plan must establish:</p> <ul style="list-style-type: none"><li>a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes;</li><li>b) Procedures for identifying incoming and outgoing loads for waste classifications;</li><li>c) A set of objective criteria for accepting and rejecting loads; and</li><li>d) An asbestos testing protocol for all materials that appear to contain friable asbestos.</li></ul>
6.6	<b>Procedures for processing and storage of loads</b>	<p>The operating plan must establish procedures for:</p> <ul style="list-style-type: none"><li>a) Processing authorized solid wastes;</li><li>b) Reloading and transfer of authorized solid wastes;</li><li>c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights;</li><li>d) Storing authorized solid wastes; and</li><li>e) Minimizing storage times and avoiding delay in processing of authorized solid wastes.</li></ul>
6.7	<b>Procedures for managing prohibited wastes</b>	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.



<b>6.8</b>	<b>Procedures for odor prevention</b>	<p>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:</p> <ul style="list-style-type: none"><li>a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; and</li><li>b) Procedures for receiving and recording odor complaints, immediately investigating all odor complaints to determine the cause of odor emissions, and remedying promptly all odor problems at the facility.</li></ul>
<b>6.9</b>	<b>Procedures for dust prevention</b>	<p>The operating plan must establish procedures for preventing dust from blowing off the premises of the facility. The plan must include:</p> <ul style="list-style-type: none"><li>a) A management plan that the franchisee will use to monitor and manage dust of any derivation; and</li><li>b) Procedures for receiving and recording dust complaints, immediately investigating all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.</li></ul>
<b>6.10</b>	<b>Procedures for emergencies</b>	<p>The operating plan must establish procedures that the franchisee will follow in case of fire or other emergency.</p>
<b>6.11</b>	<b>Procedures for nuisance complaints</b>	<ul style="list-style-type: none"><li>1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the franchisee must record:<ul style="list-style-type: none"><li>a) The nature of the complaint;</li><li>b) The date the complaint was received;</li><li>c) The name, address and telephone number of the person or persons making the complaint; and</li><li>d) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).</li></ul></li><li>2. The franchisee 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.</li></ul>
<b>6.12</b>	<b>Closure protocol</b>	<p>The franchisee must establish protocol for closure and restoration of the site in the event of a long-term cessation of operations as provided in Metro Code Section 5.01.072(c)(3).</p>





<b>6.13</b>	<b>Financial assurance</b>	The financial assurance requirement is waived as provided in Metro Code Chapter 5.01
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<b>7.0</b>	<b>FEES AND RATES</b>	
<b>7.1</b>	<b>Purpose</b>	This section of the franchise specifies fees payable by the franchisee, and describes rate regulation by Metro.
<b>7.2</b>	<b>Annual fee</b>	The franchisee 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.
<b>7.3</b>	<b>Rates</b>	<ol style="list-style-type: none"><li>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.</li><li>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.</li></ol>
<b>7.4</b>	<b>Metro fee and tax imposed on disposal</b>	The franchisee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.
<b>7.5</b>	<b>Metro community enhancement fee imposed on waste received</b>	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

<b>8.0</b>	<b>RECORD KEEPING AND REPORTING</b>	
<b>8.1</b>	<b>Purpose</b>	This section of the franchise describes record keeping and reporting requirements. The franchisee must effectively monitor facility operation and maintain accurate records of the information described in this section.



8.2	<b>Record keeping requirements</b>	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	<b>Reporting requirements</b>	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	<b>Account number listing</b>	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	<b>Transactions based on scale weights</b>	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	<b>DEQ submittals</b>	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	<b>Copies of enforcement actions provided to Metro</b>	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	<b>Unusual occurrences</b>	<ol style="list-style-type: none"><li>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.</li><li>2. The franchisee must notify Metro within 24 hours of any breakdown of the franchisee's equipment if the breakdown</li></ol>



		<p>will substantially impact the facility's ability to comply with this franchise or with Metro Code, or which will create off-site impacts.</p> <p>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.</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	<b>INSURANCE REQUIREMENTS</b>	
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	<b>Additional insureds</b>	Metro, its elected officials, departments, employees, and agents must be named as ADDITIONAL INSURED.
9.6	<b>Worker's Compensation Insurance</b>	The franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law 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	<b>Notification</b>	The franchisee must give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

<b>10.0</b>	<b>ENFORCEMENT</b>	
10.1	<b>Generally</b>	Metro will enforce this franchise as specified in Metro Code Chapter 5.01.
10.2	<b>Authority vested in Metro</b>	The power and right to regulate, in the public interest, the exercise of the privileges granted by this franchise 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	<b>No enforcement limitations</b>	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	<b>Penalties</b>	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	<b>Amendment by agreement</b>	At any time during the term of the franchise, either the COO or the franchisee may propose amendments to this franchise. If either the COO or the franchisee proposes amendments to this franchise, both parties will make good faith efforts to arrive at consensus on the intent and implementing language of said amendments.
11.2	<b>Amendment by Metro Council action</b>	<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"><li>a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this franchisee is a member; and</li><li>b) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance.</li></ul> <p>If, in the course of considering an ordinance amending this franchise as provided in (b) above, the franchisee provides evidence that the amendment will result in significant capital cost to the franchisee, the Metro Council will include capital cost and the ability of the franchisee to achieve a reasonable rate of return on any additional investment required as factors when considering whether to adopt the ordinance.</p>
11.3	<b>Amendment, suspension or revocation by Metro for cause</b>	<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"><li>a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard;</li><li>b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise;</li><li>c) Failure to disclose fully all relevant facts;</li><li>d) A significant release into the environment from the</li></ul>





		<p>facility;</p> <ul style="list-style-type: none"><li>e) Significant change in the character of solid waste received or in the operation of the facility;</li><li>f) Any change in ownership or control;</li><li>g) A request from the local government stemming from impacts resulting from facility operations;</li><li>h) Compliance history of the franchisee; and</li><li>i) Changes in regional tonnage trends or actual solid waste generation.</li></ul>
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12.0	GENERAL OBLIGATIONS	
12.1	<b>Compliance with law</b>	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	<b>Deliver waste to appropriate destinations</b>	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	<b>Right of inspection and audit</b>	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	<b>Confidential information</b>	The franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the franchisee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro. The franchisee 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	<b>Compliance by agents</b>	The franchisee is responsible for ensuring that its agents and contractors comply with this franchise.

## STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 16-1390, FOR THE PURPOSE OF APPROVING A SOLID WASTE FACILITY FRANCHISE APPLICATION AND AUTHORIZING THE CHIEF OPERATING OFFICER TO ISSUE A NEW FRANCHISE TO GSS TRANSFER, LLC. TO OPERATE A TRANSFER STATION

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November 10, 2016

Prepared by: Warren Johnson  
503-797-1836

## EXECUTIVE SUMMARY

Adoption of Ordinance No. 16-1390 will authorize the Chief Operating Officer (COO) to issue a new solid waste facility franchise for GSS Transfer, LLC to operate a new transfer station at its existing solid waste reload site located in the city of Gresham.

This proposed ordinance is consistent with Metro's transfer system configuration policy because it promotes efficient off-route travel and supports a small, locally-based business that is part of the region's solid waste system.<sup>1</sup> In addition to this action for GSS Transfer, the Metro Council will consider four other ordinances to renew current franchises for Forest Grove Transfer Station (Ord. No. 16-1381), Pride Recycling Company (Ord. No. 16-1384), Willamette Resources, Inc. (Ord. No. 16-1383), and Troutdale Transfer Station (Ord. No. 16-1382) at its meeting on December 1, 2016. Coordinating these franchise decisions ensures a clear and uniform approach to allocating tonnage and establishing consistent operating requirements for all of the privately-owned transfer stations in the region. Staff will develop an administrative rule to further implement the configuration policy and future tonnage allocations for consideration by Metro Council during 2017.

## BACKGROUND

### Overview

Metro's major solid waste contracts (operations,<sup>2</sup> transport, and disposal) will expire at the end of 2019. In an effort to shape the future solid waste system to better attain public benefits and improved sustainability, Metro has undertaken a major planning effort (known as the Solid Waste Roadmap) to set the future 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.

On July 21, 2016, the Metro Council adopted a transfer system configuration policy.<sup>3</sup> The primary purposes of the policy are to: 1) ensure that the region's transfer system provides

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<sup>1</sup> Adopted by Metro Council on July 21, 2016 via Resolution No. 16-4716

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

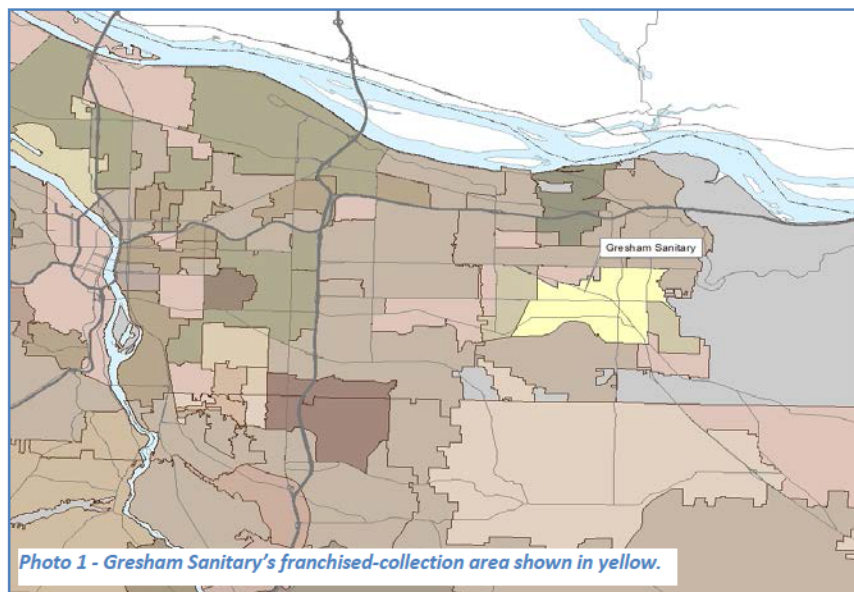
<sup>3</sup> Resolution No. 16-4716

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. The configuration policy also seeks to promote efficient off-route transport of waste to reduce greenhouse gas and provide opportunities for small, locally-based businesses to participate in the region's solid waste system.

In addition to the above, 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.

### Applicant Information

The applicant, GSS Transfer, is a partner company of Gresham Sanitary Service, Inc. - a local, family-owned waste collection business established in 1948. Since 1992, Gresham Sanitary has operated an "exempt" solid waste reload facility at its base of operations located at 2131 NW Birdsedale Avenue in Gresham. Specifically, Gresham Sanitary currently collects putrescible waste from



residential and commercial customers within a geographically-contiguous area within the city of Gresham. The waste is then consolidated at its facility and transported to another transfer station within the region where it is unloaded, reloaded, and transported to a landfill for disposal. Under current Metro Code, a facility that accepts putrescible waste exclusively from its own hauling activities within a contiguous franchised-collection area and transports that waste to a transfer station is exempted from the requirement to obtain a Metro license or franchise.<sup>4</sup> Although Gresham Sanitary is currently exempt from Metro's licensing and franchising requirements, the facility currently holds a solid waste transfer station permit issued by the Oregon Department of Environmental Quality (DEQ).<sup>5</sup>

<sup>4</sup> Metro Code Section 5.01.040(a)(7) (Exemptions)

<sup>5</sup> Solid Waste Disposal Site Permit No. 1392 issued on July 15, 2009



Currently, Gresham Sanitary collects waste from its routes in small trucks and transports it to its facility for consolidation and top-loading into walking floor transfer trailers. The consolidated waste is then transported to a transfer station (generally Metro Central Transfer Station or Troutdale Transfer Station) and unloaded at the facility. The receiving transfer station then reloads and compacts the waste into another transfer trailer and transports it to the Columbia Ridge Landfill for disposal.



Photo 2 – Photo showing Gresham Sanitary's solid waste reloading operation.

The applicant seeks to continue its current practice of consolidating putrescible waste from its collection routes at its facility, but seeks new authority to transport its waste directly to a landfill (instead of using an intermediate transfer station) to ensure a more sustainable operation, eliminate the inefficient double-handling of waste, and avoid the added cost of using the Troutdale Transfer Station.

The applicant participated in a pre-application conference with Metro on December 14, 2015, to discuss the proposed facility and application. On September 14, 2016, the applicant submitted to Metro a solid waste facility franchise application accompanied by payment of the appropriate application fee. Metro then deemed the applicant to be complete on September 26, 2016. Metro Code states that the Metro Council must act on a franchise application within 120 days of receiving a complete application. Since the application was deemed complete on September 26, 2017, Metro must act on the application by January 24, 2017, or the proposed franchise will be deemed granted.

#### **Proposed franchise conditions for GSS:**

The COO recommends that the Metro Council approve a franchise for GSS Transfer subject to the requirements listed in Metro Code Chapter 5.01 and further subject to the special conditions described below. These proposed requirements are consistent with Metro's transfer system configuration policy and are similarly included in the franchises for other privately-owned transfer stations located within the region.



In addition to having the same conditions as that of the other franchises, the proposed franchise for GSS Transfer includes the following special conditions:

1. Franchise Term (Section 1.5)

The COO recommends establishing a three-year term for the proposed franchise to commence on December 9, 2016 and expire on December 31, 2019. Although franchises may have up to a five-year term, the COO recommends establishing a three-year term in this instance in order to align it with the expiration date of the other transfer station franchises.

2. Tonnage Allocation (Section 4.2)

The COO recommends establishing an initial tonnage allocation of 23,000 tons of putrescible waste for calendar year 2017 as requested by GSS Transfer. The COO finds this tonnage allocation amount is sufficient for the applicant's proposed waste transfer operations. Although the tonnage allocation is intended to accommodate the waste that Gresham Sanitary currently collects from within its franchised collection area, the proposed franchise does not prohibit GSS Transfer from accepting waste from third-party haulers provided that it complies with its franchise tonnage limit. The COO also recommends that the Metro Council authorize the COO to subsequently establish the same annual tonnage allocation for the remainder of the franchise term (2018 and 2019) or as otherwise described in an administrative rule to be adopted by Metro.

Staff notes that a different tonnage allocation process was used for Pride Recycling Company, Troutdale Transfer Station, and Willamette Resources, Inc. in 2017. 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."<sup>6</sup> 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 forecasted 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. Staff will develop an administrative rule for Metro Council consideration that sets forth a detailed process for determining and

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<sup>6</sup> FY 2017-18 Solid Waste Forecast dated September 15, 2016.

adjusting future tonnage allocations. Except as explained above, the COO recommends that Metro Council not allow any additional tonnage adjustments for the franchisee until an administrative rule has been adopted.

### 3. Reloading of Non-Putrescible Waste (Section 3.5)

The COO recommends establishing that the franchisee may accept mixed, non-putrescible solid waste only for the purpose of consolidation, reloading and transfer to facilities that are authorized by Metro to perform material recovery. The applicant does not currently accept mixed, non-putrescible waste at its site – it transports such waste directly to a material recovery facility. In addition, the facility is not presently designed for material recovery activities and the applicant does not have plans to perform them at the site. However, staff recommends including the proposed condition in the franchise in order to meet the requirements of Metro's Enhanced Dry Waste Recovery Program. The proposed condition is the same as that included in the Forest Grove Transfer Station franchise.

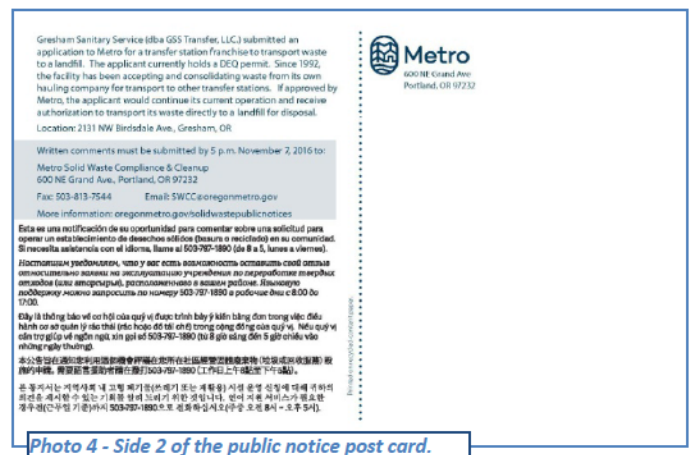
## ANALYSIS / INFORMATION

### Public Notice and Opportunity to Comment

Metro posted notice and provided an opportunity for the public to review and submit comments on the franchise application. The public notice was posted on Metro's website, mailed to approximately 425 property owners and residents surrounding the proposed facility, and emailed to various other parties that are generally interested in solid waste issues. The public comment period began on October 4, 2016 and ended on November 7, 2016. Metro received one inquiry from a commenter requesting clarification about the proposed operation; however, Metro did not receive any other written comments regarding the application during that time.

### Known Opposition

There is no known opposition to the proposed franchise.



## Legal Antecedents

### 1. Metro Code Chapter 5.01, entitled "Solid Waste Facility Regulation." Specifically:

- A. Section 5.01.070 states that a solid waste facility franchise is required for a operating a transfer station.
- B. Section 5.01.071 requires that a prospective applicant for a franchise participate in a pre-application conference within one year before filing an application.

The applicant attended a pre-application conference with Metro on December 14, 2015, and subsequently filed its franchise application on September 14, 2016.

- C. Section 5.01.072 requires that a franchise application be filed in a format prescribed by Metro and include a description of the proposed activities and waste to be accepted at the proposed facility.

The applicant filed its application using a standard Metro form and submitted the required application fee of \$500. The application included an adequate description of the types of activities and waste to be accepted at the facility.

- D. Section 5.01.072(c) requires that a franchise application must include the following information:

- (1) Proof that the applicant can obtain the types of insurance specified by the Chief Operating Officer during the term of the franchise.

The applicant has provided proof that it has obtained the required insurance.

- (2) A duplicate copy of all applications for necessary DEQ permits and any other information required by or submitted to DEQ.

The applicant submitted a duplicate copy of its DEQ Solid Waste Disposal Site Permit No. 1392.

- (3) A duplicate copy of any closure plan required to be submitted to DEQ, or if DEQ does not require a closure plan, a closure document describing closure protocol for the solid waste facility at any point in its active life.

The DEQ does not require that the facility submit a closure plan, therefore the applicant included a closure plan with its Metro license application.

- (4) A duplicate copy of any documents required to be submitted to DEQ demonstrating financial assurance for the costs of closure, or if DEQ does not require such documents or does not intend to issue a permit to such facility, the applicant must demonstrate financial assurance or submit a proposal for providing financial assurance prior to the commencement of Metro-regulated activities for the costs of closure of the facility.

The DEQ does not require proof of financial assurance for this facility. The applicant states that its estimated cost of closure will be less than \$10,000 and Metro Code<sup>7</sup> authorizes the COO to waive Metro's financial assurance requirements for a facility in such cases. The COO recommends waiving the financial assurance requirement for the proposed facility.

In addition, on November 10, 2016, the Metro Council adopted changes to Metro Code Chapter 5.01 which included removing Metro's financial assurance requirements.<sup>8</sup> Effective in February 2017, franchisees will no longer be required to provide Metro with financial assurance if not otherwise required by DEQ.

- (5) Signed consent by the owner(s) of the property to the proposed use of the property.

Michael and Deborah Miller are the property owners and primary shareholders in both GSS Transfer and Gresham Sanitary. A signed consent form from Mr. and Mrs. Miller was included with the application.

- (6) Proof that the applicant has received proper land use approval.

Proof of land use approval has been provided in the form of a land use compatibility statement (LUCS), signed by a representative of the city of Gresham on September 24, 2008.

- (7) Identify any other known or anticipated permits required.

The facility currently holds DEQ Solid Waste Disposal Site Permit No. 1392. The permit was issued on July 15, 2009, and will expire on June 30, 2019.

- E. Section 5.01.073(f) states that the Metro Council must consider the following factors when determining whether to authorize a franchise.

- (1) Whether the applicant has demonstrated that the proposed solid waste facility and authorized activities will be consistent with the Regional Solid Waste Management Plan (RSWMP);

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<sup>7</sup> Metro Code Section 5.01.072(c)(4)

<sup>8</sup> Ordinance No. 16-1387



Staff finds that the proposed activity is consistent with the regional values and policies outlined in the RSWMP<sup>9</sup> and the transfer station configuration policy adopted by Metro Council.

Specifically, Chapter III of the RSWMP, entitled “Future Direction and Regional Policies,” establishes the long-term vision, values, and policies that provide direction for the region’s solid waste management system. The applicant’s proposed activity is consistent with the regional values outlined in that chapter in that the proposal seeks to improve system performance and conserve resources by maximize efficiency and effectiveness of waste transport services in the region. The regional policies outlined in that chapter also support new transfer stations entering the system if they provide a net benefit to the public including impacts on capacity, access, and ratepayers.

In addition, staff finds that the proposed activity is consistent with the configuration policy in that it promotes efficient off-route transport of waste to reduce greenhouse gas and provides an opportunity for small, locally-based businesses to participate in the region’s solid waste system.

- (2) The effect that granting a franchise to the applicant will have on the cost of the solid waste disposal and recycling services for the citizens of the region;

Approval of the proposed franchise would likely result in shifting about 23,000 tons of waste away from Metro’s transfer stations to privately-owned facilities. The lost tonnage would result in an operating loss of about \$71,000 for Metro in FY2016-17. Metro can avoid similar losses in FY2017-18 and subsequent years by increasing its disposal charge for mixed solid waste by 26 cents per ton. Additional information regarding the costs associated with the proposed franchise is provided in the budget and rate impact section of this report.

- (3) Whether granting a franchise to the applicant would be unlikely to unreasonably adversely affect the health, safety, and welfare of Metro’s residents;

The applicant has been operating a solid waste consolidation and reload facility for its own putrescible waste since 1992. The applicant proposes to continue the same activity with the exception that its waste will now be transported directly to a landfill instead of to an intermediate transfer station prior to disposal. Since Gresham Sanitary has operated at the site since 1992 without significant impact to nearby neighborhoods or business, the continuation of this same activity at the facility is

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<sup>9</sup> Regional Solid Waste Management Plan 2008-2018 Update



not expected to adversely affect health, safety, or welfare of nearby residents or businesses.

- (4) Whether granting a franchise to the applicant would be unlikely to unreasonably adversely affect nearby residents, property owners or the existing character or expected future development of the surrounding neighborhood;

As discussed above in subsection E(3), the applicant has been operating a solid waste reload at the site since 1992. The applicant proposes to continue the same activity with the exception of transporting its waste directly to a landfill instead of to an intermediate transfer station prior to disposal.

- (5) Whether the applicant has demonstrated the strong likelihood that it will comply with all the requirements and standards of this chapter, the administrative rules and performance standards adopted pursuant to Section 5.01.132 of this chapter and other applicable local, state and federal laws, rules, regulations, ordinances, orders, or permits pertaining in any manner to the proposed franchise.

Since Gresham Sanitary has operated at the site since 1992 without significant impact to nearby neighborhoods or business, the continuation of this same activity at the facility is not expected to adversely affect health, safety, or welfare of nearby residents or businesses. In addition, neither DEQ nor the city of Gresham have reported any code, environmental, or nuisance violations at the site. Based on the applicant's good compliance record, staff anticipates that GSS Transfer will remain in compliance with requirements and standards of the proposed franchise.

- F. Metro's transfer system configuration policy adopted by Metro Council via Resolution 16-4716 on July 21, 2016.

Staff finds that the proposed activity is consistent with and supports Metro's transfer system configuration policy. Specifically, the applicant's proposed activity is consistent with the configuration policy in that it would result in more efficient off-route transport of solid waste yielding a reduction in greenhouse gas and other public benefits. In addition, authorizing Gresham Transfer to perform the proposed activity is consistent with the policy in that it helps support a small, local-based business that collects solid waste and participates in the solid waste system.

### **Anticipated Effects**

Adoption of Ordinance No. 16-1390 will authorize a new, three-year solid waste facility franchise for GSS Transfer to operate a transfer station with a tonnage allocation of 23,000 tons for calendar year 2017. If the proposed ordinance is adopted, the franchise will become effective 90 days after the date of adoption (i.e., March 8, 2017).

The applicant and the city of Gresham have requested that Metro Council consider adopting this ordinance with an emergency clause so that the proposed franchise can immediately become effective (see Attachments No. 1 and 2 to the staff report). The applicant seeks to immediately begin transporting its waste directly to a landfill to improve the efficiency and effectiveness of its internal business operations. Gresham Sanitary also reported that Troutdale Transfer Station might stop accepting its waste in early December due to the facility's concerns about staying within its tonnage allocation limit. However, notwithstanding the applicant's request, the COO does not find that an emergency exists to protect the health, safety, and welfare of the Metro area.

### **Budget and Rate Impacts**

GSS Transfer is seeking a franchise to operate a new transfer station that may accept up to 23,000 tons of putrescible waste per year. Approval of the proposed franchise is expected to decrease Metro's share of the overall putrescible waste tonnage in the region by a commensurate amount. This proposed franchise and approach is consistent with Metro's transfer system configuration policy which reserves 40 percent of the region's putrescible waste for the publicly-owned facilities and allows Metro to allocate up to the remaining 60 percent to privately-owned transfer stations.

Whenever Metro receives lower tonnage amounts, it results in higher per unit processing costs in the short term. Therefore, approval of the proposed transfer station franchise is expected to impact Solid Waste Fund operating costs and revenues in the short term. About 15 percent of the approximately 23,000 tons of waste currently collected by Gresham Sanitary goes to Metro Central. The remaining 85 percent is transported to Troutdale Transfer Station, owned by Waste Management. Staff expects that Metro Central would experience a small decrease in putrescible waste tonnage through direct diversion of Gresham Sanitary's waste to its own facility as proposed in the application. The lost tonnage from Gresham Sanitary would result in a minimal operating loss of about \$9,000 for the remainder of the current fiscal year.

The tonnage that the applicant plans to divert from the Troutdale Transfer Station will likely be backfilled by Waste Management by shifting some of its tonnage away from Metro Central to Troutdale in order to fully utilize its facility's tonnage allocation (i.e., 77,435 tons for calendar 2017). If this were to happen, it is likely that Metro's transfer stations would eventually lose the full 23,000 tons annually of putrescible waste proposed for allocation to GSS Transfer. Since the proposed franchise would not take effect until halfway through the current fiscal year, staff expects that no more than half of these tons would be lost in FY2016-17.

Since this tonnage change was not factored into the FY2016-17 rates, this total tonnage loss in FY2016-17 could result in an operating loss at the publicly-owned stations of about \$71,000 for the current fiscal year. The shortfall could be recouped by Metro if it were to adjust its tonnage charge for mixed solid waste by 26 cents per ton during the FY2017-18 rate setting process.

Under the proposed franchise, GSS Transfer would be assessed a community enhancement fee (currently set at \$1 per ton) that Metro would collect and remit to a committee established by the city of Gresham. Community enhancement activities in the city of Gresham could receive up to \$23,000 per year under the proposed franchise. As a result of this action, the city of Troutdale enhancement committee might experience a reduction in fees commensurate with the diversion of tonnage to GSS Transfer, however this would likely be temporary if Troutdale Transfer Station backfills the lost tonnage as expected. In addition, it is likely that the Metro Central community enhancement committee would also experience a reduction in fees from any tonnage diverted to other facilities.

#### **RECOMMENDED ACTION:**

Based on the information and analysis provided in this report, the COO recommends that the Metro Council adopt Ordinance No. 16-1390 and issue a new three-year franchise to GSS Transfer as attached to this ordinance as Exhibit A which becomes effective on March 8, 2017. The COO recommends a three-year franchise in this instance because it is in the public interest to align the franchise term with that of the other privately-owned transfer station franchises that are set to expire on December 31, 2019.

wz:bjl



A Division of Gresham Sanitary Service  
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503.665.2424 • Fax.503.666.0917  
[www.greshamsanitary.com](http://www.greshamsanitary.com)



November 3, 2016

Warren Johnson  
Metro  
600 NE Grand Ave.  
Portland, OR 97232-2736

Dear Mr. Johnson,

Please consider the significant nature regarding the operational approval date for GSS Transfer's franchise application. We understand that transfer operations would normally not be allowed to start until 90 days after Council approval of the franchise. Due to the tonnage cap limitations at the Troutdale Transfer Station, we are requesting that the Metro Council declare an emergency and allow our facility to begin transfer operations immediately upon approval.

The Troutdale Transfer Station implemented tonnage restrictions on Gresham Sanitary Service's wet tonnage in September of this year. Because of the reduced wet tonnage, we will reach the tonnage cap established by Troutdale Transfer in early December. As a result, wet route and drop box loads will have to be hauled to the Metro South Transfer Station. Hauling loads to Metro South will significantly increase our cost of operations and will negatively impact the cost of service for our Gresham customers.

By allowing GSS Transfer to begin hauling transfer loads directly to the landfill immediately upon approval, we will be able to save our rate payers the significant cost increases incurred by hauling of loads to Metro South. In addition, our customers would begin to receive the benefits from the operational cost savings of our transfer facility 90 days sooner.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Miller", with a long horizontal flourish extending to the right.

Matt Miller  
Operations Manager  
GSS Transfer

*GSS is proud to be the first Hauler in Oregon to operate a Solid Waste truck powered by  
Clean Natural Gas!*



1333 N.W. Eastman Parkway | Gresham, OR 97030

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Date: November 3, 2016  
To: Warren Johnson  
From: Shannon Martin, City of Gresham Solid Waste & Recycling Manager  
Subject: Gresham Sanitary Services Transfer application

The City of Gresham would like to support Gresham Sanitary Service's request to declare an emergency and allow their facility to begin transfer operations immediately upon Metro Council approval. The approval of immediate transfer to landfill would help reduce collection costs, vehicle miles traveled, and additional GHG emissions due to access limitations at Troutdale Transfer Station.

Allowing GSS Transfer to begin hauling Gresham generated material directly to landfill would provide a direct benefit to our rate payers and allow the Licensee to operate in the most cost efficient manner. Allowing the operations to begin before the 90-day timeline will also help the City in its rate review process given it will be difficult to determine the additional costs of travel time and fuel the first few months of 2017 if routes are diverted to Metro South.

Thank you,

A handwritten signature in blue ink, appearing to read "Shannon Martin", with a horizontal line extending to the right.

Shannon Martin  
Solid Waste & Recycling Program Manager  
[Shannon.martin@greshamoregon.gov](mailto:Shannon.martin@greshamoregon.gov)  
503-618-2624