



METRO

SOLID WASTE FACILITY LICENSE No. L-121-11

LICENSEE: Thermo Fluids, Inc. 12533 SE Carpenter Drive Clackamas, OR 97015 Tel. 503-788-4612 Fax. 503-788-4629	FACILITY NAME AND LOCATION: Thermo Fluids, Inc. 12533 SE Carpenter Drive Clackamas, OR 97015 Tel. 503-788-4612 Fax. 503-788-4629
OPERATOR: Thermo Fluids, Inc. 4301 West Jefferson St. Phoenix, AZ 85043 Tel. 602-272-2400 Fax. 602-272-3411	PROPERTY OWNER: IDM 1498 SE Tech Center Place, Suite 150 Vancouver, WA 98683 Tel. 360-567-0201

This license replaces and supersedes the provisions of Metro Solid Waste Facility License No. L-121-06. Metro grants this license to the Licensee named above. The Licensee is authorized to operate and maintain a solid waste facility and to accept the solid waste and perform the activities authorized by and subject to the conditions stated in this license.

ISSUED BY METRO:

Margo Norton

Margo Norton, Finance and Regulatory Services Director

3/18/11

Date



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1.0	ISSUANCE	
1.1	Licensee	Thermo Fluids, Inc. 12533 SE Carpenter Drive Clackamas, OR 97015 Tel. 503-788-4612 Fax. 503-788-4629
1.2	Contact	Jason Kendall Tel. 503-788-4612 E-mail: jkendall@thermofluids.com
1.3	License number	When referring to this license, please cite: Metro Solid Waste Facility License No. L-121-11.
1.4	Term	The term will commence on April 1, 2011 and shall expire at midnight on June 30, 2015, unless terminated sooner under Section 11.0 of this license.
1.5	Renewal	The Licensee may apply for a license renewal, provided that the Licensee files a completed application for renewal accompanied by payment of the required application fee not less than 120 days prior to the expiration of the license term and as provided in Metro Code Sections 5.01.060, 5.01.067 and 5.01.087.
1.6	Facility name and mailing address	Thermo Fluids, Inc. 12533 SE Carpenter Drive Clackamas, OR 97015
1.7	Operator	Thermo Fluids, Inc. 4301 West Jefferson St. Phoenix, AZ 85043 Tel. 602-272-2400 Fax. 602-272-3411
1.8	Facility legal description	Tax lot(s) 22E4B 2600, Section 14, Township 025, Range 2E
1.9	Property owner	IDM 1498 SE Tech Center Place, Suite 150 Vancouver, WA 98683 Tel. 360-567-0201
1.10	Permission to operate	Licensee warrants that it has obtained the property owner's consent to operate the facility as specified in this license.



2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This license shall not vest any right or privilege in the Licensee to receive specific quantities of solid waste at the direction of Metro during the term of the license.
2.2	Non-exclusive license	This license shall not in any way limit Metro from granting other solid waste licenses within Metro's boundaries.
2.3	Property rights	This license does not convey any property rights in either real or personal property.
2.4	No recourse	The Licensee shall have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this license or because of the enforcement of the license or in the event Metro determines that the license or any part thereof is invalid.
2.5	Indemnification	The Licensee shall indemnify Metro, the Council, the Chief Operating Officer (the "COO"), and any of their employees, or agents and save them harmless from any and all loss, damage, claim, expenses including attorney's fees, or liability related to or arising out of the granting of this license or the Licensee's performance of or failure to perform any of the obligations under the license or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.
2.6	Binding nature	This license is binding on the Licensee. The Licensee is liable for all acts and omissions of the Licensee's contractors and agents.
2.7	Waivers	To be effective, a waiver of any terms or conditions of this license must be in writing and signed by the COO.
2.8	Effect of waiver	Waiver of a term or condition of this license shall not waive nor prejudice Metro's right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.9	Choice of law	The license shall be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.10	Enforceability	If a court of competent jurisdiction determines that any provision of this license is invalid, illegal or unenforceable



		in any respect, the validity of the remaining provisions contained in this license shall not be affected.
2.11	License not a waiver	This license does not relieve any owner, operator, or the Licensee from the obligation to obtain all required permits, licenses, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.12	License not limiting	This license does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.13	Definitions	Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.01.

3.0	AUTHORIZATIONS	
3.1	Purpose	<p>This section of the license describes the wastes that the Licensee is authorized to accept at the facility, and the waste-related activities the Licensee is authorized to perform at the facility. This license is not intended to regulate the acceptance and management of hazardous wastes, used oil, or universal wastes that are otherwise regulated at the facility by the Oregon Department of Environmental Quality (DEQ) nor is it intended to regulate non-waste-related activities.</p> <p>This license does not regulate or prohibit the acceptance and processing of non-hazardous sludge wastes from septic tanks, food service, grease traps, or wastewater from commercial laundries, laundromats or car washes. In the event that Metro determines, at any time during the term of this license, that a Metro license shall be required to accept and process such non-hazardous sludge wastes, then the Licensee shall cease accepting and processing such wastes or shall apply for a change of authorization to permit it to accept and process such wastes. If such application is denied, the Licensee shall cease accepting and processing such wastes.</p>
3.2	General conditions on acceptable materials	The Licensee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this license. The Licensee is prohibited from knowingly receiving any solid waste not authorized in this section.



3.3	General conditions on activities	The Licensee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this license.
3.4	Authorized reload activities	<p>The Licensee is authorized to accept Cleanup Material Contaminated by Hazardous Substances, as defined in Metro Code Chapter 5.01, and petroleum contaminated solids for consolidating and reloading to authorized disposal facilities. Such wastes include, but are not limited to, spill cleanup material such as absorbent, used motor filters, petroleum contaminated soil, petroleum grease, non-putrescible sludges from cleanups, empty drums and other containers.</p> <p>All receiving, consolidation and reloading of such waste must occur on an impervious surface and inside a roofed building that is enclosed on at least three sides.</p>

4.0	LIMITATIONS AND PROHIBITIONS	
4.1	Purpose	This section of the license describes limitations and prohibitions on the wastes handled at the facility and waste-related activities performed at the facility.
4.2	Prohibited waste	The Licensee shall not knowingly receive, process, reload or dispose of any solid waste not authorized in this license. The Licensee shall not knowingly accept or retain any material amounts of the following types of wastes: non-putrescible waste other than that specifically allowed in Section 3.0 of this license, putrescible waste, special waste as defined in Metro Code Chapter 5.01, creosote-treated wood or timbers, materials contaminated with or containing friable asbestos; lead acid batteries; liquid waste for disposal; vehicles; infectious, biological or pathological waste; radioactive waste; hazardous waste; any waste prohibited by the DEQ.
4.3	Limits not exclusive	This License shall not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this license document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit.



5.0	OPERATING CONDITIONS	
5.1	Purpose	This section of the license describes criteria and standards for the operation of the facility.
5.2	Qualified operator	<ol style="list-style-type: none">1. The Licensee shall, during all hours of operation, provide an operating staff employed by the facility, and qualified and competent to carry out the functions required by this license and to otherwise ensure compliance with Metro Code Chapter 5.01.2. Facility personnel, as relevant to their job duties and responsibilities, shall be familiar with the relevant provisions of this license and the relevant procedures contained within the facility's operating plan.3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is inadvertently received.
5.3	Fire prevention	The Licensee shall provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and the isolation of potential heat sources and/or flammables from the processing area.
5.4	Adequate vehicle accommodation	The Licensee shall: <ol style="list-style-type: none">a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. Access roads shall be maintained to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles shall not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.
5.5	Managing prohibited wastes	<ol style="list-style-type: none">1. The Licensee shall reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when inadvertently received.2. The Licensee shall implement a load-checking program to prevent the acceptance of waste that is prohibited by the license. This program must include at a minimum:<ol style="list-style-type: none">a) Visual inspection. As each load is delivered, a qualified operator shall visibly inspect the load to



		<p>prevent the acceptance of waste that is prohibited by the license.</p> <p>b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are inadvertently received. Containment areas shall be covered and enclosed to prevent leaking and contamination.</p> <p>c) Record maintenance. Records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste shall be maintained in the operating record and be available for review by Metro.</p> <p>3. Upon discovery, the Licensee shall remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and procedures established in the operating plan. All such wastes the Licensee inadvertently receives shall be removed from the site and transported to an appropriate destination within 90 days of receipt, unless required to be removed earlier by the DEQ or local government.</p>
5.6	Storage	<p>Stored materials and solid wastes shall be suitably managed, contained and removed at sufficient frequency to avoid creating environmental impacts, nuisance conditions, or safety hazards. Storage areas must be maintained in an orderly manner and kept free of litter.</p>
5.7	Dust, airborne debris and litter	<p>The Licensee shall operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and shall prevent its migration beyond property boundaries.</p> <p>The Licensee shall:</p> <p>a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit.</p> <p>b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit.</p> <p>c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris</p>



		<p>generated on-site and prevent such dust and debris from blowing or settling off-site.</p> <p>d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation.</p> <p>e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site.</p> <p>f) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement personnel on contract to Metro, shall be permitted access to the premises of the facility for the purpose of making contact with individuals they have observed transporting uncovered loads of solid waste or recyclable materials on a public road right-of-way in violation of Metro Code Section 5.09.040.</p>
5.8	Odor	<p>1. The Licensee shall operate the facility in a manner that prevents the generation of odors that are detectable off-site.</p> <p>2. The Licensee shall establish and follow procedures in the operating plan for minimizing odor at the facility.</p>
5.9	Vectors (e.g. birds, rodents, insects)	<p>1. The Licensee shall operate the facility in a manner that is not conducive to the harborage of rodents, birds, insects, or other vectors capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another.</p> <p>2. If vectors are present or detected at the facility, the Licensee shall implement vector control measures.</p>
5.10	Noise	<p>The Licensee shall operate the facility in a manner that prevents the creation of noise sufficient to cause adverse off-site impacts and to the extent necessary to meet applicable regulatory standards and land-use regulations.</p>
5.11	Water quality	<p>The Licensee shall operate the facility consistent with an approved DEQ stormwater management plan (or equivalent), and shall:</p> <p>a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and</p>



		precipitation; and b) Dispose of or treat water contaminated by solid waste generated onsite in a manner complying with local, state, and federal laws and regulations.
5.12	Access control	<ol style="list-style-type: none">1. The Licensee shall control access to the facility as necessary to prevent unauthorized entry and dumping.2. The Licensee shall maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
5.13	Signage	<p>The Licensee shall post signs at all public entrances to the facility, and in conformity with local government signage regulations. These signs shall be easily and readily visible, and legible from off-site during all hours and shall contain at least the following information:</p> <ol style="list-style-type: none">a) Name of the facilityb) Address of the facility;c) Emergency telephone number for the facility;d) Operating hours during which the facility is open for the receipt of authorized waste;e) Fees and charges;f) Metro's name and telephone number 503-234-3000; andg) A list of authorized and prohibited wastes.
5.14	Nuisance complaints	<ol style="list-style-type: none">1. The Licensee shall respond to all nuisance complaints in timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and shall keep a record of such complaints and any action taken to respond to the complaints, including actions to remedy the conditions that caused the complaint.2. If the facility receives a complaint, the Licensee shall:<ol style="list-style-type: none">a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); andb) Log all such complaints as provided by the operating plan. Each log entry shall be retained for one year and shall be available for inspection by Metro.



5.15	Access to license document	The Licensee shall maintain a copy of this license on the facility's premises, and in a location where facility personnel and Metro representatives have ready access to it.
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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 Licensee 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 license. The operating plan may be amended from time to time, subject to written approval by the COO.
6.3	Plan maintenance	The Licensee must revise the operating plan as necessary to keep it current with facility conditions, procedures, and requirements. The Licensee must submit revisions of the operating plan to the COO for written approval prior to implementation.
6.4	Access to operating plan	The Licensee shall maintain a copy of the operating plan on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.
6.5	Procedures for inspecting loads	The operating plan shall establish: <ol style="list-style-type: none">1. Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes; and2. A set of objective criteria for accepting and rejecting loads.
6.6	Procedures for processing and storage of loads	The operating plan shall establish procedures for: <ol style="list-style-type: none">a) Processing authorized solid wastes;b) Reloading and transfer of authorized solid wastes;c) Managing stockpiles to ensure that they remain within the authorized volumes and pile heights;d) Storing authorized solid wastes; ande) Minimizing storage times and avoiding delay in processing of authorized solid wastes.



6.7	Procedures for managing prohibited wastes	The operating plan shall establish procedures for managing, reloading, and transferring to appropriate facilities or disposal sites each of the prohibited or unauthorized wastes if they are discovered at the facility. In addition, the operating plan shall establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.
6.8	Procedures for odor prevention	The operating plan shall establish procedures for preventing all objectionable odors generated at the facility from being detected off the premises of the facility. The plan must include: a) A management plan that will be used to monitor and manage all odors of any derivation including malodorous loads delivered to the facility; and b) Procedures for receiving and recording odor complaints, immediately investigating any odor complaints to determine the cause of odor emissions, and remedying promptly any odor problem at the facility.
6.9	Procedures for dust prevention	The operating plan shall establish procedures for preventing dust from blowing off the premises of the facility. The plan must include: a) A management plan that will be used to monitor and manage dust of any derivation; and b) Procedures for receiving and recording dust complaints, immediately investigating any dust complaints to determine the cause of dust emissions, and remedying promptly any dust problem at the facility.
6.10	Procedures for emergencies	The operating plan shall establish procedures to be followed in case of fire or other emergency.
6.11	Procedures for nuisance complaints	1. For every nuisance complaint (e.g. odor, dust, vibrations, litter) received, the Licensee shall record: a) The nature of the complaint; b) The date the complaint was received; c) The name, address and telephone number of the person or persons making the complaint; and



		<p>d) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful).</p> <p>2. The Licensee shall make records of such information available to Metro upon request. The Licensee shall retain each complaint record for a period of not less than one year.</p>
6.12	Closure protocol	The Licensee shall establish protocol for closure and restoration of the site in the event of a long-term cessation of operations as provided in Metro Code Section 5.01.060 (c)(3).
6.13	Financial assurance	The Licensee shall maintain financial assurance in an amount adequate for the cost of the facility's closure and in a form approved by Metro for the term of this license, as provided in Metro Code Section 5.01.060.

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

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



		Licensee shall keep and maintain accurate records of the amount of such materials the Licensee receives, recovers, recycles, reloads, and disposes.
8.3	Reporting Requirements	Licensee shall provide the information described under Section 8.2 of this license to Metro on a quarterly basis. The Licensee shall submit a report to Metro in the form and format prescribed by Metro no later than 15 days following the end of each quarter.
8.4	DEQ submittals	The Licensee shall provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this license within two business days of providing such information to DEQ.
8.5	Copies of enforcement actions provided to Metro	The Licensee shall send to Metro, upon receipt, copies of any notice of violation or noncompliance, citation, or any other similar enforcement actions issued to the Licensee by any federal, state, or local government other than Metro, and related to the operation of the facility.
8.6	Unusual occurrences	<ol style="list-style-type: none">1. The Licensee shall keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures.2. If a breakdown of the Licensee's equipment occurs that will substantially impact the ability of the facility to remain in compliance, or create off-site impacts, the Licensee shall notify Metro within 24 hours.3. The Licensee shall report any facility fires, accidents, emergencies, and other significant incidents to Metro at (503) 234-3000 within 12 hours of the discovery of their occurrence.
8.7	Changes in ownership	The Licensee may not lease, assign, mortgage, sell or otherwise transfer control of the license unless the Licensee follows the requirements of Metro Code Section 5.01.090.



9.0 INSURANCE REQUIREMENTS	
9.1	Purpose This section describes the types of insurance that the Licensee shall purchase and maintain at the Licensee's expense, covering the Licensee, its employees, and agents. The Licensee shall provide Metro with certification of all insurance coverage required in Section 9.0.
9.2	General liability The Licensee shall carry broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy shall be endorsed with contractual liability coverage.
9.3	Automobile The Licensee shall carry automobile bodily injury and property damage liability insurance.
9.4	Coverage Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
9.5	Additional insureds Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED.
9.6	Worker's Compensation Insurance The Licensee, its subcontractors, if any, and all employers working under this license, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The Licensee shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If the Licensee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
9.7	Notification The Licensee shall give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.



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

11.0	AMENDMENT, MODIFICATION, SUSPENSION, AND REVOCATION	
11.1	Amendment	At any time during the term of the license, either the COO or the Licensee may propose amendments to this license. The COO has the authority to approve or deny any such amendments provided that the activities authorized in the amended license do not require a Metro Solid Waste Facility Franchise under Metro Code Chapter 5.01. When applicable, the Licensee shall comply with Metro Code Section 5.01.095. No amendment pursuant to this section shall be effective unless in writing and executed by the COO.



11.2	Modification, suspension or revocation by Metro	<p>The COO may, at any time before the expiration date, modify, suspend, or revoke this license in whole or in part, in accordance with Metro Code Chapter 5.01, for reasons including but not limited to:</p> <ul style="list-style-type: none">a) Violation of the terms or conditions of this license, Metro Code, or any applicable statute, rule, or standard;b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this license;c) Failure to disclose fully all relevant facts;d) A significant release into the environment from the facility;e) Significant change in the character of solid waste received or in the operation of the facility;f) Any change in ownership or control, excluding transfers among subsidiaries of the Licensee or Licensee's parent corporation;g) A request from the local government stemming from impacts resulting from facility operations; andh) Compliance history of the Licensee.
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12.0	GENERAL OBLIGATIONS	
12.1	Compliance with law	<p>The Licensee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this license, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.01 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the facility by federal, state, regional or local governments or agencies having jurisdiction over the facility shall be deemed part of this license as if specifically set forth herein. Such conditions and permits include those cited within or attached as exhibits to the license document, as well as any existing at the time of the issuance of the license but not cited or attached, and permits or conditions issued or modified during the term of the license.</p>



12.2	Deliver waste to appropriate destinations	The Licensee shall ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code Chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.
12.3	Right of inspection and audit	<p>Authorized representatives of Metro may take photographs, collect samples of materials, and perform such inspection or audit as the COO deems appropriate, and shall be permitted access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times upon giving reasonable advance notice (not less than 24 hours).</p> <p>Metro inspection reports, including site photographs, are public records subject to disclosure under Oregon Public Records Law.</p> <p>Subject to the confidentiality provisions in Section 12.4 of this license, Metro's right to inspect shall include the right to review all information from which all required reports are derived including all books, maps, plans, income tax returns, financial statements, contracts, and other similar written materials of Licensee that are directly related to the operation of the Facility.</p>
12.4	Confidential information	<p>The Licensee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the Licensee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro.</p> <p>The Licensee shall prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro shall treat as confidential any information so marked and will make a good faith effort not to disclose such information unless Metro's refusal to disclose such information would be contrary to applicable Oregon law, including, without limitation, ORS Chapter 192.</p> <p>Within five (5) days of Metro's receipt of a request for disclosure of information identified by Licensee as confidential, Metro shall provide Licensee written notice of the request. The Licensee shall have three (3) days within which time to respond in writing to the request before Metro determines, at its sole discretion, whether to disclose any requested information.</p> <p>The Licensee shall pay any costs incurred by Metro as a</p>



		<p>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.</p> <p>This Section 12.0 shall not limit the use of any information submitted to or reviewed by Metro for regulatory purposes or in any enforcement proceeding. In addition, Metro may share any confidential information with representatives of other governmental agencies provided that, consistent with Oregon law, such representatives agree to continue to treat such information as confidential and make good faith efforts not to disclose such information.</p>
12.5	Compliance by agents	<p>The Licensee shall be responsible for ensuring that its agents and contractors operate in compliance with this license.</p>