



METRO

SOLID WASTE FACILITY LICENSE
No. L-106-13

LICENSEE:	FACILITY NAME AND LOCATION:
Aloha Garbage Company P.O. Box 6329 Aloha, OR 97007 Phone: (503) 649-6727 Fax: (503) 642-4965	Aloha Garbage Company 20525 SW Blanton, Suite A Aloha, OR 97007 Phone: (503) 649-6727 Fax: (503) 642-4965
OPERATOR:	PROPERTY OWNER:
Aloha Garbage Company P.O. Box 6329 Aloha, OR 97007 Phone: (503) 649-6727 Fax: (503) 642-4965	Aloha Garbage Company P.O. Box 6329 Aloha, OR 97007 Phone: (503) 649-6727 Fax: (503) 642-4965

This license replaces and supercedes the provisions of Metro Solid Waste Facility License No. L-106-08A. 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:



Scott Robinson, Deputy Chief Operating Officer

5/20/13

Date



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1.0	ISSUANCE	
1.1	Licensee	Aloha Garbage Company P.O. Box 6329 Aloha, OR 97007 Tel. (503) 649-6727 Fax. (503) 642-4965 Email: info@alohagarbageco.com
1.2	Contact	Bill Gunther Tel: (503) 649-6727 E-mail: info@alohagarbageco.com
1.3	License number	When referring to this license, please cite: Metro Solid Waste Facility License Number L-106-13.
1.4	Term	The term will commence on June 1, 2013 and shall expire at midnight on June 30, 2017 unless terminated sooner under Section 11.0 of this license.
1.5	Renewal	The Licensee may apply for a license renewal as provided in Metro Code Section 5.01.087.
1.6	Facility name and mailing address	Aloha Garbage Company P.O. Box 6329 Aloha, OR 97007
1.7	Operator	Aloha Garbage Company P.O. Box 6329 Aloha, OR 97007 Tel. (503) 649-6727 Fax. (503) 642-4965 Email: info@alohagarbageco.com
1.8	Facility legal description	Tax lots 102, 104, 107, 108, Section 11, Township 1, Range 2 West, Aloha, Washington County, State of Oregon
1.9	Property owner	Aloha Garbage Company P.O. Box 6329 Aloha, OR 97007 Phone: (503) 649-6727 Fax: (503) 642-4965
1.10	Permission to operate	The Licensee owns the property on which the facility is located.



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	Indemnity	The Licensee shall 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, expenses including attorney 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	<ol style="list-style-type: none"> 1. Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.01. 2. "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.

3.0	AUTHORIZATIONS	
3.1	Purpose	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.
3.2	General conditions on solid waste	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	Acceptance and management of mixed non-putrescible waste	<ol style="list-style-type: none"> 1. The Licensee is authorized to accept loads of mixed non-putrescible wastes for the purpose of conducting material recovery. 2. The Licensee shall only accept waste that it collects from its customers within its franchised collection area as defined by Washington County. 3. The Licensee shall remove all non-putrescible waste from the site within 24 hours of receipt. 4. The Licensee shall receive, process, store, reload, and



		<p>transfer all mixed non-putrescible waste on an impervious surface (e.g. asphalt or concrete) and inside a roofed building that is enclosed on at least three sides. Unusually large vehicles (i.e., 30-foot tippers) may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.</p> <p>5. The Licensee shall keep all mixed non-putrescible waste physically separated from and not mixed or commingled with source-separated recyclable materials, including wood waste, yard debris and other recyclables.</p>
3.5	Material recovery required	<p>1. The Licensee shall perform material recovery on mixed non-putrescible waste at no less than the minimum level stipulated in Metro Code Chapter 5.01.</p> <p>2. The Licensee shall ensure that the facility is designed and operated to assure materials are recovered in a timely manner and to protect the quality of non-putrescible waste that has not yet undergone material recovery.</p> <p>3. The Licensee shall take quarterly samples of processing residual that are statistically valid and representative of the facility's residual. Each sample required by this section shall weigh at least 300 pounds.</p>
3.6	Management of processing residual from material recovery	<p>1. The Licensee shall store all non-putrescible waste processing residual on an impervious surface (e.g. asphalt or concrete) and inside a roofed building that is enclosed on at least three sides, or alternatively, inside water-tight covered or tarped containers or within covered or tarped transport trailers.</p> <p>2. The Licensee shall keep all non-putrescible waste processing residual physically separated from and not mixed or commingled with source-separated recyclable materials, including wood waste, yard debris and other recyclables.</p>
3.7	Acceptance and processing of yard debris	<p>1. The Licensee 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.</p> <p>2. The Licensee shall only accept source-separated yard debris that it collects from its customers within its franchised collection area as defined by Washington County.</p>



		<ol style="list-style-type: none">3. The Licensee 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.4. The Licensee shall remove all yard debris from the site within 24 hours of receipt.
3.8	Acceptance of source-separated recyclable materials	The Licensee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.
3.9	Acceptance and processing of untreated wood	<ol style="list-style-type: none">1. The Licensee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste (e.g. untreated lumber and wood pallets).2. The Licensee may accept untreated wood waste only for processing, screening, and reloading to authorized composting facilities, paper production facilities, facilities with industrial boilers for use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.10	Acceptance and processing of painted wood	<ol style="list-style-type: none">1. The Licensee is authorized to accept painted wood waste only for the production of hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO.2. The Licensee shall keep painted wood waste separate from feedstocks destined for composting. The Licensee shall not use or incorporate painted wood as mulch, animal bedding, or compost feedstock, or any other landscaping or agricultural products unless otherwise described in an operating plan and approved in writing by the COO.
3.11	Acceptance and management of preservative-treated wood	<ol style="list-style-type: none">1. The Licensee is authorized to accept incidental quantities of preservative-treated wood waste, other than creosote-treated wood waste, that may be present in loads comprised predominantly of clean or painted wood waste.2. The Licensee shall not incorporate preservative-treated wood waste, such as wood treated with Pentachlorophenol (PCP or "penta") and Copper Chromium Arsenic (CCA), into mulch, animal bedding, or compost feedstock, or any other landscaping or agricultural products



3.12	Production of hogged fuel	<ol style="list-style-type: none">1. As authorized by Section 3.0 of this license, the Licensee is authorized to accept and process only yard debris, untreated wood, painted wood, and incidental quantities of treated wood for delivery to facilities with industrial boilers for use as hogged fuel.2. The Licensee is prohibited from mixing any other solid waste with the wastes listed above in Section 3.12.1 for the production of hogged fuel.
3.13	Acceptance and management of electronic devices	The Licensee is authorized to accept source-separated electronic devices for the purpose of sorting, classifying, consolidating, bailing, temporary storage, transfer and performance of other similar functions related to preparing these materials for reuse and recycling.

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 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 of the following types of wastes: non-putrescible waste other than that specifically allowed in Section 3.0 of this license, putrescible waste, special wastes as defined in Metro Code Chapter 5.01, creosote-treated wood, 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 Oregon Department of Environmental Quality (DEQ).
4.3	Prohibition on mixing	The Licensee shall not mix any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any other solid wastes.
4.4	Prohibition of size reduction on non-putrescible waste	Except as provided in Section 3.0 of this license, the Licensee shall not crush, grind or otherwise reduce the size of non-putrescible waste except when such size reduction constitutes a specific step in the facility's material recovery operations, reload operations, or processing residual consolidation or loading operations, and such size reduction is described in an operating plan and approved



		in writing by the COO.
4.5	No disposal of recyclable materials	The Licensee shall not transfer source-separated recyclable materials to a disposal site.
4.6	Composting prohibited	The Licensee shall not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.7	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 and general performance goals	<p>This section of the license describes criteria and standards for the operation of the facility. The Licensee shall meet the following general performance goals:</p> <ul style="list-style-type: none"> a) Environment. The Licensee shall design and operate the facility to preclude the creation of undue threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste asbestos and other prohibited wastes. b) Health and safety. The Licensee shall design and operate the facility to preclude the creation of conditions that may degrade public health and safety including, but not limited to, fires, vectors, pathogens and airborne debris. c) Nuisances. The Licensee shall design and operate the facility to preclude the creation of nuisance conditions including, but not limited to, litter, dust, odors, and noise.
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



		<p>contained within the facility's operating plan.</p> <p>3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is inadvertently received.</p>
5.3	Fire prevention	<p>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 and storage areas.</p>
5.4	Adequate vehicle accommodation	<p>The Licensee shall:</p> <ol style="list-style-type: none">1. Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. Access roads shall be maintained to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.2. Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles shall not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.3. Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.
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 tipped, a qualified operator shall visibly inspect the load to prevent the acceptance of waste that is prohibited by the license.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.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.