



600 NE Grand Ave.
Portland, OR 97232-2736
oregonmetro.gov

SOLID WASTE FACILITY FRANCHISE No. F-173-17

FRANCHISEE:	FACILITY NAME AND LOCATION:
SORT Bioenergy, LLC 3668 LaFontana Way Boise, Idaho 83702 Tel. (208) 859-8257	SORT Bioenergy 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
OPERATOR:	PROPERTY OWNER:
SORT Bioenergy, LLC 3668 LaFontana Way Boise, Idaho 83702 Tel. (208) 859-8257	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523

Metro grants this franchise to the franchisee named above. The franchisee is authorized to operate and maintain a solid waste facility and to accept the solid wastes and perform the activities authorized by and subject to the conditions stated in this franchise.

ISSUED BY METRO:


Paul Slyman, Property and Environmental Services Director

2/20/17
Date

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1.0	ISSUANCE	
1.1	Franchisee	SORT Bioenergy, LLC 3668 LaFontana Way Boise, Idaho 83702 Tel. (208) 859-8257
1.2	Corporate affiliation	SORT Bioenergy, LLC 3668 LaFontana Way Boise, Idaho 83702 Tel. (208) 859-8257
1.3	Contact	Paul Woods Tel: (208) 859-8257 e-mail: paul@sortbioenergy.com
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-173-17.
1.5	Term	The franchise term is from July 1, 2017 to December 31, 2021, unless amended, suspended, or revoked under Section 12.0 of 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	SORT Bioenergy 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
1.8	Operator	SORT Bioenergy, LLC 3668 LaFontana Way Boise, Idaho 83702 Tel. (208) 859-8257 paul@sortbioenergy.com
1.9	Facility legal description	Tax Lot Identification No. 600, Section 2C, Township 3 N, Range 1 W, City of Wilsonville, Washington County, State of Oregon

1.10	Property owner	Willamette Resources, Inc. 10295 SW Ridder Road Wilsonville, Oregon 97070 Tel. (503) 570-0626 Fax. (503) 570-0523
1.11	Permission to operate	The franchisee warrants that it has obtained the property owner's consent to operate the facility as specified in this franchise.

2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This franchise does not vest any right or privilege in the franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise.
2.2	Non-exclusive franchise	This franchise does not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
2.3	Property rights	This franchise does not convey any property rights in either real or personal property.
2.4	Amendment	Except as provided in Section 12.0, no amendment will be effective unless approved by the Metro Council.
2.5	No recourse	The franchisee will have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	Indemnification	The franchisee must defend and 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.

2.7	Binding nature	This franchise is binding on the franchisee. The franchisee is liable for all acts and omissions of the franchisee's contractors and agents.
2.8	Waivers	To be effective, a waiver of any terms or conditions of this franchise must conform with Section 12.0 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 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	Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.

3.0	COMPLETION OF FACILITY CONSTRUCTION	
3.1	COO's certification of the completion of facility construction	Franchisee may not accept any solid waste at the facility unless the COO has certified, in writing, that facility construction is complete according to plans submitted by franchisee and approved by Oregon Department of Environmental Quality (DEQ) and Metro. The COO will base the certification upon the franchisee's compliance with the provisions of Section 3.0 of this franchise, including the COO's inspection of the facility and the

		documents submitted to the COO by the franchisee.
3.2	Facility design	Franchisee must design and construct the facility in accordance with the plans it submits to Metro and DEQ. The COO must approve in writing any amendments or alterations to the plans.
3.3	"As constructed" documents	Within 30 days of the substantial completion of the facility, the franchisee must submit to the COO "as constructed" facility plans which note any changes from the original DEQ and Metro approved plans.
3.4	Pre-operating inspection	1. The franchisee must notify the COO when construction of the facility is nearly complete in order to schedule a pre-operating inspection. 2. The franchisee must provide the COO with "as constructed" facility plans before the time of the pre-operating inspection. 3. The franchisee must receive a pre-operating inspection and obtain a certification of completion from the COO as provided in Section 3.1 before the facility may accept or process any solid waste. If the COO finds that the construction is not complete or that the facility has been constructed in a way that is materially inconsistent with the plans approved by the COO, the franchisee may not begin operations.

4.0	AUTHORIZATIONS	
4.1	General conditions on solid waste	The franchisee is authorized to accept at the facility only the solid wastes described in Section 4.0. The franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.
4.2	General conditions on activities	The franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 4.0 of this franchise.
4.3	Acceptance and management of source-separated food waste	1. The franchisee is authorized to accept source-separated food waste from commercial and industrial sources for on-site processing and anaerobic digestion. Examples of food waste that franchisee may accept include commercial food waste, grease trap waste, brewery waste and bakery waste, FOG (fats,

		oils and grease) and liquids associated with food processing. 2. The franchisee must receive, manage, store, reload, and transfer all source-separated food waste in accordance with the facility building plans, odor control plan and operating plan submitted and approved by Metro as part of the franchise application.
4.4	Management of processing residual and byproducts	The franchisee must store, reload, and transfer all putrescible and non-putrescible processing residual and byproducts inside a roofed, enclosed building, or other in-vessel system in accordance with the facility design plans, odor control plan and operating plan approved by Metro as part of the franchise application.
4.5	Byproducts from anaerobic digestion process for agricultural use	The franchisee may provide its liquid, semi-solid or solid byproducts from the anaerobic digestion process to authorized horticultural, agricultural, landscape and nursery operations for use as a fertilizer or agricultural amendment at agronomic application rates or to distributors that resell the byproducts for such uses, or other useful purposes as described in an operating plan and approved in writing by the COO.

5.0	LIMITATIONS AND PROHIBITIONS	
5.1	Prohibited waste	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: putrescible waste not authorized in Section 4.0 including yard debris; non-putrescible waste; materials contaminated with or containing asbestos; lead acid batteries; liquid waste not authorized in Section 4.0; vehicles; infectious, biological or pathological waste; radioactive waste; hazardous waste; or any waste prohibited by DEQ or the City of Wilsonville.
5.2	No disposal of recyclable materials	The franchisee must not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
5.3	Limits not exclusive	This franchise does not 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.
5.4	Tonnage authorization	The franchisee may accept up to 65,000 tons of source-separated food waste from commercial and industrial sources per calendar year.

6.0	OPERATING CONDITIONS	
6.1	General performance goals	The franchisee must operate in a manner that meets the following general performance goals: a) Environment. The franchisee must design and operate the facility to avoid undue threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance and management of hazardous waste, asbestos and other prohibited wastes. b) Health and safety. The franchisee must design and operate the facility to avoid conditions that may degrade public health and safety including, but not limited to, fires, vectors, pathogens and airborne debris. c) Nuisances. The franchisee must design and operate the facility to avoid nuisance conditions including, but not limited to, litter, dust, odors, and noise.
6.2	Qualified operator	1. The franchisee must, during all hours of operation, provide an operating staff employed by the facility who are qualified and competent to carry out the functions required by this franchise and to otherwise comply with Metro Code Chapter 5.01. 2. Facility personnel, as relevant to their job duties and responsibilities, must be familiar with the relevant provisions of this franchise and the relevant procedures contained within the facility's operating plan. 3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.
6.3	Fire prevention	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.
6.4	Adequate vehicle accommodation	The franchisee must: a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. The franchisee must maintain road access to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather. b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles must not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances. c) Post signs to inform customers not to queue on public roadways. d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.
6.5	Managing prohibited wastes	1. The franchisee must reject prohibited waste upon discovery and must properly manage and dispose of prohibited waste when unknowingly received. 2. The franchisee must implement a load-checking program to prevent accepting prohibited waste. This program must include at a minimum: a) Visual inspection. As each load is tipped, a qualified operator must visibly inspect the load to prevent the acceptance of waste that is prohibited by the franchise. b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are unknowingly received. Containment areas must be covered and enclosed to prevent leaking and contamination. c) Record maintenance. The franchisee must maintain records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste and

		make those records available for review by Metro. 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.
6.6	Storage and stockpiles	The franchisee must: a) Manage, contain, and remove at sufficient frequency stored materials and solid wastes to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards; b) Store all waste and processing residual inside an enclosed, roofed building; c) Maintain storage areas in an orderly manner and free of litter; and d) Position stockpiles within footprints and within the storage volume limits identified on the facility site plan or operating plan.
6.7	Dust, airborne debris and litter	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: a) Take reasonable steps, including signage, to notify and remind persons delivering solid waste to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit; b) Maintain and operate all vehicles and devices transferring or transporting solid waste from the facility to prevent leaking, spilling or blowing of solid waste on-site or while in transit; c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-

		site; d) Keep all areas within the site and all vehicle access roads within $\frac{1}{4}$ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation; e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; and 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 Metro Code Chapter 5.09.
6.8	Odor	1. The franchisee must operate the facility in a manner that prevents the generation of odors that are detectable off-site. Detectable off-site odors will be evaluated based on, but not limited to: intensity, character, frequency, and duration. 2. The franchisee must establish and follow procedures in the operating plan for minimizing odors at the facility and preventing off-site odors.
6.9	Vectors (e.g. birds, rodents, insects)	1. The franchisee must operate the facility in a manner that is not conducive to harboring rodents, birds, insects, or other vectors capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another. 2. If vectors are present or detected at the facility, the franchisee must implement vector control measures.
6.10	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.
6.11	Water quality	The franchisee must operate the facility consistent with an approved DEQ stormwater management plan or equivalent and

		must: a) Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; and 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.
6.12	Access control	1. The franchisee must control access to the facility as necessary to prevent unauthorized entry and dumping. 2. The franchisee must maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
6.13	Signage	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: a) Name of the facility; b) Address of the facility; c) Emergency telephone number for the facility; d) Operating hours during which the facility is open for the receipt of authorized waste; e) Fees and charges; f) Metro's name and telephone number (503) 234-3000; g) A list of authorized and prohibited wastes; h) Vehicle / traffic flow information or diagram; i) Covered load requirements; and j) Directions not to queue on public roadways.
6.14	Nuisance complaints	1. The franchisee must respond to all nuisance complaints in timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and must keep a record of such complaints and any action taken to respond to the complaints, including actions to remedy the conditions that caused the complaint.

		2. If the facility receives a complaint, the franchisee must: a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); and b) Log all such complaints as provided by the operating plan. The franchisee must maintain each log entry for one year and it must be available for inspection by Metro.
6.15	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.

7.0	OPERATING PLAN	
7.1	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.
7.2	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.
7.3	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.
7.4	Procedures for inspecting loads	The operating plan must establish: a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes; b) Procedures for identifying incoming and outgoing loads for waste classifications; and c) A set of objective criteria for accepting and rejecting loads.

7.5	Procedures for processing and storage of loads	The operating plan must establish procedures for: a) Processing authorized solid wastes; b) Reloading and transfer of authorized solid wastes; c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights; d) Storing authorized solid wastes; and e) Minimizing storage times and avoiding delay in processing of authorized solid wastes.
7.6	Procedures for managing prohibited wastes	The operating plan must establish procedures for managing, reloading, and transferring to appropriate facilities or disposal sites each of the prohibited or unauthorized wastes if they are discovered at the facility. In addition, the operating plan must establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.
7.7	Procedures for odor prevention	The operating plan must 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 the franchisee will use 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.
7.8	Procedures for dust prevention	The operating plan must establish procedures for preventing dust from blowing off the premises of the facility. The plan must include: a) A management plan that the franchisee will use 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.

7.9	Procedures for emergencies	The operating plan must establish procedures that the franchisee will follow in case of fire or other emergency.
7.10	Procedures for nuisance complaints	- For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the franchisee must record: - The nature of the complaint; - The date the complaint was received; - The name, address and telephone number of the person or persons making the complaint; and - Any actions taken by the operator in response to the complaint (whether successful or unsuccessful). - 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.
7.11	Closure protocol	The franchisee must establish protocol for closure and restoration of the site in the event of a cessation of operations as provided in Metro Code Chapter 5.01. The plan must include procedures for: - Short term closure (duration of time that is more than seven consecutive days but less than 30 consecutive days in length); and - Long term closure (duration of time that is 30 consecutive days or more in length).

8.0	FEES AND RATES	
8.1	Annual fee	The franchisee must pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
8.2	Rates not regulated	- The rates charged by the franchisee for accepting solid waste are not regulated by Metro unless the Metro Council adopts an ordinance that establishes Metro's rate regulation authority. - Notwithstanding the provision above, the rates charged by the franchisee must not exceed the rates posted at the facility as described in Section 6.13.

8.3	Metro fee and tax imposed on disposal	The franchisee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.
8.4	Metro community enhancement fee imposed on waste received	The franchisee must collect and remit to Metro a community enhancement fee, as provided in Metro Code Chapter 5.06, in an amount equal to \$1.00 per ton for all food waste received. The franchisee must remit the community enhancement fees to Metro on a monthly basis in conjunction with the record keeping and reporting requirements of Section 9.0.

9.0	RECORD KEEPING AND REPORTING	
9.1	Record keeping requirements	For all solid waste and materials the franchisee is authorized to receive under Section 4.0, the franchisee must keep and maintain accurate records of the amount of such materials the franchisee receives, 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> .
9.2	Reporting requirements	The franchisee must transmit to Metro the records required under Section 9.0 no later than fifteen days following the end of each month in the form and format prescribed by Metro.
9.3	Account number listing	Within five business days of Metro's request, franchisee must provide Metro with a listing that cross-references the account numbers used in the transaction database with the company's name and address.
9.4	Transactions based on scale weights	Except for minimum fee transactions for small, lightweight loads, the franchisee must record each transaction electronically based on actual and accurate scale weights using the franchisee's scales.
9.5	DEQ submittals	The franchisee must provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this franchise within two business days of providing such

		information to DEQ.
9.6	Copies of enforcement actions provided to Metro	The franchisee must send to Metro, upon receipt, 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, and related to the operation of the facility.
9.7	Unusual occurrences	1. The franchisee must keep and maintain accurate records of any unusual occurrences (such as fires or any other significant disruption) encountered during operation, and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures. 2. The franchisee must notify Metro within 24 hours of any breakdown of the franchisee's equipment if the breakdown will substantially impact the facility's ability to comply with this franchise or with Metro Code, or which will create off-site impacts. 3. The franchisee must report any facility fires, accidents, emergencies, and other significant incidents to Metro within 12 hours of the discovery of their occurrence.
9.8	Transfer of ownership or control of franchise	1. The franchisee must notify Metro within 10 days if the franchisee leases, assigns, mortgages, sells or otherwise transfers the control of the franchise to another person, whether whole or in part. 2. The term for any transferred franchise is for the remainder of the original term unless Metro Council establishes a different term.

10.0	INSURANCE REQUIREMENTS	
10.1	General liability	Upon meeting the requirements of Section 3.0, 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. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed

		operations. Franchisee's coverage will be primary as respects Metro.
10.2	Automobile	Upon meeting the requirements of Section 3.0, the franchisee must carry automobile bodily injury and property damage liability insurance with a combined single limit of \$1,000,000.
10.3	Additional insureds	Metro, its elected officials, departments, employees, and agents must be named as ADDITIONAL INSURED on the Commercial Liability and automotive insurance policies.
10.4	Worker's Compensation Insurance	The franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law and 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.
10.5	Notification	The franchisee must give at least 30 days written notice to Metro of any lapse or proposed cancellation of insurance coverage.

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

		preclude Metro from adopting ordinances that regulate the health, safety, or welfare of any person or persons within the region, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the franchisee's operation of the facility.
11.4	Penalties	Each violation of a franchise condition is punishable by penalties as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.

12.0	AMENDMENT, SUSPENSION, AND REVOCATION	
12.1	Amendment by agreement	At any time during the term of the franchise, either the COO or the franchisee may propose amendments to this franchise. If either the COO or the franchisee proposes amendments to this franchise, both parties will make good faith efforts to arrive at consensus on the intent and implementing language of said amendments.
12.2	Amendment by Metro Council action	Except as provided in Section 12.0, the provisions of this franchise will remain in effect unless the Metro Council: a) Amends the Metro Code, amends the Regional Waste Plan, or implements other legislation of broad applicability that affects the class of facilities of which this franchisee is a member; and b) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance. 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.

12.3	Amendment, suspension or revocation by Metro for cause	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: a) Violation of the terms or conditions of this franchise, Metro Code, or any applicable statute, rule, or standard; b) Changes in local, regional, state, or federal laws or regulations that should be specifically incorporated into this franchise; c) Failure to disclose fully all relevant facts; d) A significant release into the environment from the facility; e) Generation of odors detectable off-site; f) Significant change in the character of solid waste received or in the operation of the facility; g) Any change in ownership or control; h) A request from the local government stemming from impacts resulting from facility operations; and i) Compliance history of the franchisee.
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13.0	GENERAL OBLIGATIONS	
13.1	Compliance with law	The franchisee must fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this franchise, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.01 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the facility by federal, state, regional or local governments or agencies having jurisdiction over the facility are deemed part of this franchise as if specifically set forth herein. These conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time of the franchise is issued but not cited or attached, and permits or conditions issued or amended during the term of the franchise.

13.2	Deliver waste to appropriate destinations	The franchisee must ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code Chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.
13.3	Right of inspection and audit	Authorized representatives of Metro may take photographs, collect samples of materials, and perform any inspection or audit as the COO deems appropriate. The franchisee must allow authorized representatives access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times upon giving reasonable advance notice (not less than 24 hours). Metro inspection reports, including site photographs, are public records subject to disclosure under Oregon Public Records Law. Subject to the confidentiality provisions in Section 13.0 of this franchise, 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.
13.4	Confidential information	The franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the franchisee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro. The franchisee must prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro will treat as confidential any information so marked and will make a good faith effort not to disclose such information unless Metro's refusal to disclose such information would be contrary to applicable Oregon law, including, without limitation, ORS Chapter 192. Within five days of Metro's receipt of a request for disclosure of information identified by franchisee as confidential, Metro will provide franchisee written notice of the request. The franchisee will have three days within which time to respond in writing to the request before Metro determines, at its sole discretion, whether to disclose any requested information. The franchisee must pay any costs incurred by Metro as a result of Metro's efforts to remove or redact any such confidential information from documents that

		Metro produces in response to a public records request. Nothing in this Section 13.0 will 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.
13.5	Compliance by agents	The franchisee is responsible for ensuring that its agents and contractors comply with this franchise.