600 N[redacted]HEAST GRAND AVENUE | PORTLAND, OREGON 97232-[redacted]
TEL 503-797-1650 | FAX 503-813-7544

SOLID WASTE FACILITY FRANCHISE

No. F-019-16B

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

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-019-16A. 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

10/30/18
Date

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1.0	ISSUANCE	
1.1	**Franchisee**	GSS Transfer, LLC 2131 NW Birdsdale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.2	**Corporate affiliation**	Gresham Sanitary Service, Inc. 2131 NW Birdsdale 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: matt@gss-nw.com
1.4	**Franchise number**	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-019-16B.
1.5	**Term**	The franchise originally commenced on December 13, 2016. The franchise will expire on December 31, 2019, unless amended, suspended, or revoked as provided in this franchise.
1.6	**Renewal**	The franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
1.7	**Facility name and mailing address**	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 Birdsdale 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
1.11	**Permission to operate**	Franchisee 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 11.0, no amendment will be effective unless approved by the Metro Council.
2.5	**No recourse**	The franchisee will have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	**Indemnification**	The franchisee must indemnify Metro, the Council, the 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 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**	1. "Mixed Non-Putrescible Waste" means a mixture of more than one type of non-putrescible waste, including commingled recyclables other than residential curbside recyclable material. This category includes construction and demolition waste but excludes Cleanup Materials Contaminated by Hazardous Substances, Source-Separated Recyclable Material, special waste, land clearing debris and yard debris. 2. Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.

3.0	**AUTHORIZATIONS**	
3.1	**Purpose**	This section of the franchise describes the wastes that the franchisee is authorized to accept at the facility and the waste-related activities the franchisee is authorized to perform at the facility.
3.2	**General conditions on solid waste**	The franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.
3.3	**General conditions on activities**	The franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
3.4	**Acceptance and management of putrescible solid waste**	1. The franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2. The franchisee also is authorized to accept putrescible waste for material recovery. 2. The franchisee must receive, manage, store, reload, and transfer all putrescible waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers. 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.
3.5	**Acceptance and management of mixed non-putrescible solid waste**	1. The franchisee is authorized to accept loads of mixed non-putrescible solid waste for reload and transfer to a facility authorized by Metro to perform material recovery. 2. Except as provided below in Subsections (a) and (b), the franchise 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. a. Unusually large vehicles, for example 30-foot tippers, may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours

		of receipt, or by the end of the business day, whichever is earlier. b. Public self-haul customers may tip waste outside, provided that such waste is tipped directly into watertight containers that are covered or tarped within 12 hours of receipt, or by the end of the business day, whichever is earlier. 3. The franchisee must reload and remove all mixed non-putrescible waste from the site within 48 hours of receipt.
3.6	**Acceptance of source-separated recyclable materials**	1. The franchisee must provide a place for collecting source-separated recyclable materials on the facility premises. 2. The franchisee is authorized to accept source-separated recyclable materials for the purpose of sorting, classifying, consolidating, baling, temporary storage, transfer and other similar functions related to preparing these materials for reuse or recycling.
3.7	**Acceptance of yard debris**	The franchisee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.8	**Acceptance of source-separated food waste**	The franchisee is authorized to accept source-separated food waste that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The franchisee may accept source-separated food waste only for reloading to authorized facilities for composting or other useful purposes as described in an operating plan and approved in writing by the COO.
3.9	**Acceptance of untreated wood**	The franchisee is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste, for example untreated lumber and wood pallets. The franchisee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.

3.10	**Acceptance of painted and treated wood**	The franchisee is authorized to accept painted and treated wood waste for grinding and reloading to authorized facilities for use as hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO. The franchisee must not use or incorporate painted or treated wood into mulch, animal bedding, compost feedstock, or any other product unless otherwise described in an operating plan and approved in writing by the COO.
3.11	**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**	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. 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.

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**	1. The franchisee is authorized to accept putrescible waste generated inside the Metro region as follows: a) In calendar year 2018, beginning on January 1 and ending December 31, 2018, the franchisee is authorized to accept up to 23,687 tons of putrescible waste generated inside the Metro region; and

		b) In calendar year 2019, beginning on January 1 and ending December 31, 2019, the franchisee is authorized to accept up to 23,687 tons of putrescible waste generated inside the Metro region. 2. Metro bases its tonnage allocations on its *Solid Waste Forecast*. 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	**Waste hauler access**	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: a) The franchisee must not accept solid waste generated outside the Metro region if to do so would limit the franchisee from accepting any putrescible or non-putrescible waste generated inside the Metro region; b) The franchisee should not accept solid waste collected outside of the geographic proximity of the facility if to do so would deny access to waste haulers that collect solid waste within the geographic proximity of the facility; c) The franchisee must not deny access to any unaffiliated waste hauler without due cause or written notice 30-days in advance. Due cause includes, but is not limited to, load contamination, failure to pay, or risk of exceeding the franchise tonnage allocation; and 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.
4.4	**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: 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.

4.5	**Prohibition on mixing**	1. The franchisee must not mix or commingle any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any unprocessed solid wastes or solid wastes destined for disposal. 2. The franchisee must not mix or commingle putrescible solid waste with non-putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris. 3. The franchisee must not mix or commingle non-putrescible solid waste with putrescible solid waste or source-separated recyclable materials, including without limitation wood waste and yard debris.
4.6	**Prohibition of size reduction on non-putrescible waste**	The franchisee must not crush, grind or otherwise reduce the size of non-putrescible waste except when such size reduction constitutes a specific step in the facility's material recovery operations, reload operations, or processing residual consolidation or loading operations, and such size reduction is described in an operating plan and approved by the COO.
4.7	**No disposal of recyclable materials**	The franchisee must not transfer source-separated recyclable materials to a disposal site, including without limitation landfills and incineration facilities.
4.8	**Composting prohibited**	The franchisee must not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.9	**Limits not exclusive**	This franchise will not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this franchise document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit.

5.0	**OPERATING CONDITIONS**	
5.1	**Purpose and general performance goals**	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: a) Environment. The franchisee must design and operate the facility to avoid undue threats to the environment including, but not limited to, stormwater or groundwater contamination, air pollution, and improper acceptance

		and management of hazardous waste, asbestos and other prohibited wastes. b) Health and safety. The franchisee must design and operate the facility to avoid conditions that may degrade public health and safety including, but not limited to, fires, vectors, pathogens and airborne debris. c) Nuisances. The franchisee must design and operate the facility to avoid nuisance conditions including, but not limited to, litter, dust, odors, and noise.
5.2	**Qualified operator**	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. 2. Facility personnel, as relevant to their job duties and responsibilities, must be familiar with the relevant provisions of this franchise and the relevant procedures contained within the facility's operating plan. 3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.
5.3	**Fire prevention**	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.
5.4	**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 access roads to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather. b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles must not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances. c) Post signs to inform customers not to queue on public roadways.

		d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.
5.5	**Managing prohibited wastes**	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.
5.6	**Storage and exterior 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) Maintain storage areas in an orderly manner and keep the areas free of litter; c) Position exterior stockpiles within footprints identified on the facility site plan or operating plan; and

		d) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).
5.7	**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 ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation; e) Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; and 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.
5.8	**Odor**	1. The franchisee must operate the facility in a manner that prevents the generation of odors that are detectable off-site. 2. The franchisee must establish and follow procedures in the

		operating plan for minimizing odor at the facility.
5.9	**Vectors (e.g. birds, rodents, insects)**	1. The franchisee must operate the facility in a manner that is not conducive to harboring rodents, birds, insects, or other vectors capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another. 2. If vectors are present or detected at the facility, the franchisee must implement vector control measures.
5.10	**Noise**	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**	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.
5.12	**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.
5.13	**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.
5.14	**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 retain each log entry for one year and it must be available for inspection by Metro.
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	**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; c) A set of objective criteria for accepting and rejecting loads; and d) An asbestos testing protocol for all materials that appear to contain friable asbestos.
6.6	**Procedures for processing and storage of loads**	The operating plan must establish procedures for: a) Processing authorized solid wastes; b) Reloading and transfer of authorized solid wastes; c) Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights; d) Storing authorized solid wastes; and e) Minimizing storage times and avoiding delay in processing of authorized solid wastes.
6.7	**Procedures for managing prohibited wastes**	The operating plan must establish procedures for managing, reloading, and transferring to appropriate facilities or disposal sites each of the prohibited or unauthorized wastes if they are discovered at the facility. In addition, the operating plan must establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.
6.8	**Procedures for odor prevention**	The operating plan must establish procedures for preventing objectionable odors generated at the facility from being detected off the premises of the facility. The plan must include:

		a) A management plan that will be used to monitor and manage odors of any derivation including malodorous loads delivered to the facility; and 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.
6.9	**Procedures for dust prevention**	The operating plan must establish procedures for preventing dust from blowing off the premises of the facility. The plan must include: 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 all dust complaints to determine the cause of dust emissions, and remedying promptly all dust problems at the facility.
6.10	**Procedures for emergencies**	The operating plan must establish procedures that the franchisee will follow in case of fire or other emergency.
6.11	**Procedures for nuisance complaints**	1. For every nuisance complaint (for example odor, dust, vibrations, and litter) received, the franchisee must 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 d) Any actions taken by the operator in response to the complaint (whether successful or unsuccessful). 2. The franchisee must make records of such information available to Metro upon request. The franchisee must retain each complaint record for a period of not less than one year.
6.12	**Closure protocol**	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).
6.13	**Financial assurance**	The financial assurance requirement is waived as provided in Metro Code Chapter 5.01

7.0	**FEES AND RATES**	
7.1	**Purpose**	This section of the franchise specifies fees payable by the franchisee, and describes rate regulation by Metro.
7.2	**Annual fee**	The franchisee must pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
7.3	**Rates**	1. The rates charged by the franchisee for accepting solid waste are not subject to regulation by Metro unless the Metro Council adopts an ordinance that establishes Metro's rate regulation authority. 2. Notwithstanding the provision above, the rates charged by the franchisee must not exceed the rates posted at the facility as described in Section 5.13.
7.4	**Metro fee and tax imposed on disposal**	The franchisee is liable for payment of the Metro Regional System Fee, as provided in Metro Code Title V, and the Metro Excise Tax, as provided in Metro Code Title VII, on all solid wastes delivered to a disposal site.
7.5	**Metro community enhancement fee imposed on waste received**	The franchisee must collect and remit to Metro a community enhancement fee, as provided in Metro Code Chapter 5.06, in an amount equal to $1.00 per ton for all putrescible waste including food waste and residential yard debris mixed with food waste. The franchisee must remit the community enhancement fees to Metro on a monthly basis in conjunction with fees remitted in Section 7.4

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

		document titled, *Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements.*
8.3	**Reporting requirements**	The franchisee must transmit to Metro records required under Section 8.0 no later than fifteen days following the end of each month in a format prescribed by Metro.
8.4	**Account number listing**	Within five business days of Metro's request, franchisee must provide Metro with a listing that cross-references the account numbers used in the transaction database with the company's name and address.
8.5	**Transactions based on scale weights**	Except for minimum fee transactions for small, lightweight loads, the franchisee must record each inbound and outbound transaction electronically based on actual and accurate scale weights using the franchisee's on-site scales.
8.6	**DEQ submittals**	The franchisee must provide Metro with copies of all correspondence, exhibits, or documents submitted to the DEQ relating to the terms or conditions of the DEQ solid waste permit or this franchise within two business days of providing such information to DEQ.
8.7	**Copies of enforcement actions provided to Metro**	The franchisee must ensure Metro receives copies of any notice of violation or noncompliance, citation, or any other similar enforcement actions issued to the franchisee by any federal, state, or local government (other than Metro) related to the operation of the facility.
8.8	**Unusual occurrences**	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.

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	**INSURANCE REQUIREMENTS**	
9.1	**Purpose**	This section describes the types of insurance that the franchisee must purchase and maintain at the franchisee's expense, covering the franchisee, its employees, and agents. The franchisee must provide Metro with documentation demonstrating that it holds all of the required insurance coverage described in Section 9.0.
9.2	**General liability**	The franchisee must carry the most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than $1,000,000 per occurrence and $1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro.
9.3	**Automobile**	The franchisee must carry automobile bodily injury and property damage liability insurance.
9.4	**Coverage**	Insurance coverage must be a minimum of $1,000,000 per occurrence and $1,000,000 aggregate.
9.5	**Additional insureds**	Metro, its elected officials, departments, employees, and agents must be named as ADDITIONAL INSUREDS.
9.6	**Worker's Compensation Insurance**	The franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law must comply with ORS 656.017, which requires them to provide Workers' Compensation

		coverage for all their subject workers. The franchisee must provide Metro with certification of Workers' Compensation insurance including employer's liability. If the franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
9.7	**Notification**	The franchisee must give at least 30 days written notice to the COO of any lapse or proposed cancellation of insurance coverage.

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

11.0	**AMENDMENT, SUSPENSION, AND REVOCATION**	
11.1	**Amendment by agreement**	At any time during the term of the franchise, either the COO or the franchisee may propose amendments to this franchise. If either the COO or the franchisee proposes amendments to this franchise, both parties will make good faith efforts to arrive at consensus on

		the intent and implementing language of said amendments.
11.2	**Amendment by Metro Council action**	Except as provided in Section 11.3, the provisions of this franchise will remain in effect unless the Metro Council: a) Amends the Metro Code, amends the Regional Solid Waste Management Plan, or implements other legislation of broad applicability that affects the class of facilities of which this franchisee is a member; and b) Adopts an ordinance amending this franchise to implement the policy, code or process specified by said ordinance. 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.
11.3	**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) Significant change in the character of solid waste received or in the operation of the facility; f) Any change in ownership or control; g) A request from the local government stemming from impacts resulting from facility operations; h) Compliance history of the franchisee; and i) Changes in regional tonnage trends or actual solid waste generation.

12.0	GENERAL OBLIGATIONS	
12.1	**Compliance with law**	The franchisee must fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this franchise, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Chapter 5.01 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the operation of the facility by federal, state, regional or local governments or agencies having jurisdiction over the facility are deemed part of this franchise as if specifically set forth herein. These conditions and permits include those cited within or attached as exhibits to the franchise document, as well as any existing at the time the franchise is issued but not cited or attached, and permits or conditions issued or amended during the term of the franchise.
12.2	**Deliver waste to appropriate destinations**	The franchisee must ensure that solid waste transferred from the facility goes to the appropriate destinations under Metro Code Chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.
12.3	**Right of inspection and audit**	Authorized representatives of Metro may take photographs, collect samples of materials, and perform any inspection or audit as the COO deems appropriate. The franchisee must allow authorized representatives access to the premises of the facility at all reasonable times during business hours with or without notice or at such other times upon giving reasonable advance notice (not less than 24 hours). Metro inspection reports, including site photographs, are public records subject to disclosure under Oregon Public Records Law. Subject to the confidentiality provisions in Section 12.4, Metro's right to inspect includes the right to review all information from which all required reports are derived including all books, maps, plans, income tax returns, financial statements, contracts, and other similar written materials of franchisee that are directly related to the operation of the facility.
12.4	**Confidential information**	The franchisee may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the franchisee that are directly related to the operation of the facility and that are submitted to or reviewed by Metro. The franchisee must prominently mark any information that it claims confidential with

		the mark "CONFIDENTIAL" prior to submittal to or review by Metro. Metro will treat as confidential any information so marked and will make a good faith effort not to disclose such information unless Metro's refusal to disclose such information would be contrary to applicable Oregon law, including, without limitation, ORS Chapter 192. Within five days of Metro's receipt of a request for disclosure of information identified by franchisee as confidential, Metro will provide franchisee written notice of the request. The franchisee will have three days within which time to respond in writing to the request before Metro determines, at its sole discretion, whether to disclose any requested information. The franchisee is responsible for any costs incurred by Metro as a result of Metro's efforts to remove or redact any such confidential information from documents that Metro produces in response to a public records request. This Section 12.0 does not limit the use of any information submitted to or reviewed by Metro for regulatory purposes or in any enforcement proceeding. In addition, Metro may share any confidential information with representatives of other governmental agencies provided that, consistent with Oregon law, those representatives agree to continue to treat the information as confidential and make good faith efforts not to disclose the information
12.5	**Compliance by agents**	The franchisee is responsible for ensuring that its agents and contractors comply with this franchise.

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