



Metro

600 NE Grand Ave.
Portland, OR 97232-2736

Designated Facility Agreement

METRO CONTRACT NO. 936518

This Designated Facility Agreement ("Agreement") is between Metro, a metropolitan service district organized under ORS Chapter 268 and the Metro Charter ("Metro"), located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, and Hillsboro Landfill, Inc. doing business as Tualatin Valley Waste Recovery (the "facility") located at 3205 SE Minter Bridge Road, Hillsboro, Oregon 97123, (collectively, the "parties") and is entered into under the authority of ORS 268.317 and Metro Code Chapter 5.05.

RECITALS

WHEREAS, the Metro area has limited land and resources for solid waste disposal, transfer, and resource recovery;

WHEREAS, Metro may authorize generators of Metro area waste to make use of disposal site or solid waste facility designated by Metro;

WHEREAS, a non-system license is not required to transport Metro area waste to a designated facility of the system if the facility is designated to accept the waste;

WHEREAS, the Metro Code authorizes the Chief Operating Officer ("COO") to execute an Agreement between Metro and a designated facility located outside Metro's jurisdictional boundary for the purpose of conducting material recovery on non-putrescible Metro area waste;

WHEREAS, entering into a designated facility agreement allows Metro to manage the disposal of Metro area waste while increasing material recovery by establishing terms and conditions under which a facility may receive Metro area waste;

WHEREAS, the Metro Council has included Tualatin Valley Waste Recovery as a designated facility of the system authorized to accept certain Metro area waste.

NOW THEREFORE, in exchange for the promises set forth below, the facility and Metro agree as follows:

1. Acceptable Metro Area Waste.

The facility may accept the following types of Metro area waste:

- Non-putrescible waste
- Source-separated recyclable material
- Yard debris (including land clearing debris)



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- Disaster debris and special waste if authorized in writing by Metro.

The facility may not accept Metro area waste other than that permitted by this Agreement unless Metro authorizes that acceptance under a non-system license.

2. Prohibited Metro Area Waste.

Except as provided in Section 1 or otherwise authorized in writing by Metro, the facility may not accept:

- Metro area waste not identified in Section 1
- Any materials and wastes prohibited by the Oregon Department of Environmental Quality (DEQ) or Washington County.

3. Acceptance and Segregation of Non-Putrescible Waste.

- a. The facility may commingle and jointly process all non-putrescible waste that it receives regardless of whether it was generated in the Metro area.
- b. The facility must manage all processing residual from the material recovery of non-putrescible waste as Metro area waste except as specified in Section 6.
- c. The facility must not transfer or divert any unprocessed Metro area non-putrescible waste to any disposal site unless otherwise specified in the Metro operating plan (the "Metro Plan") and approved in writing by Metro as provided in Section 9.

4. Material Recovery Requirements.

- a. The facility must perform material recovery on all non-putrescible waste that it receives consistent with the Metro Plan as required in Section 9.
- b. Processing residual from the material recovery of non-putrescible waste shall not contain more than 15 percent, by total combined weight, of cardboard or wood pieces of greater than 12 inches in size in any dimension and metal pieces greater than eight inches in size in any dimension unless otherwise approved in writing by Metro. The first two violations of this Section will not be a basis for the issuance of a notice of breach under Section 16.a.
- c. The facility must sample the processing residual generated at the facility to ensure compliance with the processing residual standard stipulated above in Section 4b.



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- d. The facility must sample its processing residual on a quarterly basis unless otherwise provided in Section 4c(2). The facility must provide the quarterly sampling results to Metro in the monthly report due the month following the end of each quarter as provided in Section 11.
 - (1) If the facility maintains compliance with the recovery and processing residual standard stipulated above in Section 4b for a period of three consecutive years, then the facility may reduce the frequency of its sampling of processing residuals to annual. The facility must sample its processing residual at least once before December 31 of each year and provide the results to Metro within 45 days of the sampling event.
 - (2) Each sample required by this section must be statistically valid, representative of the facility's residual, and weigh at least 300 pounds. The facility may implement the sampling procedures described in Metro's Solid Waste Regulatory Guidance Bulletin No. GB8 ("Procedures for Complying with EDWRP Sampling and Reporting Requirements") or choose an alternative sampling method, provided that the alternative method is submitted to Metro for review and approval before its implementation.

5. Disposal of Processing Residual and Appropriate Destination.

The facility must ensure that the materials it recovers from non-putrescible waste are transferred to appropriate destinations as allowed or specified under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits. The facility must deliver all processing residual to a Metro designated facility for disposal.

6. Regional System Fee and Excise Tax.

- a. Except as otherwise provided in Section 6b, the facility is liable for payment of the Metro regional system fee, as set forth in Metro Code Title V, and the Metro excise tax, as set forth in Metro Code Title VII on all waste delivered to a disposal site.
- b. The facility must properly classify Metro area waste for the purpose of collecting regional system fee and excise tax from the facility's customers.
- c. The processing residual resulting from waste reloaded by and transferred directly from the Newberg Transfer Station will be excluded from the



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payment of the regional system fee and excise tax as provided below in Section 6c.

- d. The facility will not owe and will not remit the regional system fee and excise tax on processing residual generated from the portion of non-putrescible waste originating from the Newberg Transfer Station. The facility will determine the amount of processing residual to be excluded from the regional system fee and excise tax by determining, on a monthly basis, the percentage of non-putrescible waste received from Newberg Transfer Station as compared to the total amount of non-putrescible waste received by the facility. The facility will then apply this percentage to the total amount of processing residual generated by the facility. The facility will not remit the regional system fee and excise tax on the resulting calculated amount of processing residual.

7. Term of Agreement.

The term is from January 1, 2020 through December 31, 2025, unless terminated earlier.

8. Facility Compliance with Supplemental Operating Requirements.

- a. The facility must comply with the requirements of this Agreement and Exhibit A, which includes a summary of applicable Metro solid waste administrative procedure provisions. The provisions of Exhibit A are attached and incorporated into this Agreement by reference as if specifically set forth in this Agreement.
- b. Metro reserves the right to amend Exhibit A to comport with any amendments to the Metro Code or administrative procedures.

9. Facility Operating Plan.

- a. The facility must submit to Metro, for Metro's review and written approval, an operating plan ("Metro Plan") that describes the facility's procedures for managing Metro area waste, other non-putrescible waste, and processing residual. The facility must maintain a copy of the Metro Plan on its premises and at a location where facility personnel and Metro have access to it.
- b. The Metro Plan must describe how the facility intends to comply with the requirements of this Agreement and address each supplemental operating requirement identified in Exhibit A.



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- c. The Metro Plan must describe how the facility will identify whether Metro area waste is acceptable under Section 1 and must include the criteria used for such identification. This includes without limitation:
 - (1) Procedures for establishing whether incoming waste is Metro area waste;
 - (2) Objective criteria for accepting and rejecting loads;
 - (3) Procedures for determining whether incoming loads may bypass the facility and be delivered directly to the Hillsboro Landfill for disposal;
 - (4) Procedures for inspecting incoming loads for the presence of Metro area waste prohibited under Section 2;
 - (5) Procedures for managing and transporting to appropriate facilities any prohibited Metro area waste discovered at the facility;
 - (6) Procedures for assessing and reporting each incoming load to verify the type of Metro area waste and to classify the Metro area waste for the purposes of conducting material recovery;
 - (7) Procedures for processing, storage, reload, and transfer of Metro area waste; and
 - (8) Any other measure necessary to comply with this Agreement.
- d. The facility must submit changes to the Metro Plan to Metro for review and written approval before implementing the changes. Metro will review the Metro Plan to ensure compliance with this Agreement.
- e. The facility must comply with the Metro Plan provisions. Those provisions are incorporated into this Agreement by reference as if specifically set forth in this Agreement. The facility's failure to comply with the Metro Plan is a breach of this Agreement.

10. Record Keeping and Audits.

- a. The facility must maintain complete and accurate records of all solid waste received, processed, transferred or disposed at the site. The landfill must make these records available to Metro for inspection, auditing, and



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copying. The landfill must use sequentially numbered transaction tickets and must retain voided or canceled tickets for three years.

- b. At a minimum, the facility must maintain records of all Metro area solid waste that include the information specified in *Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements*. This reporting requirement document is subject to revision by Metro at any time and the landfill must comply with the latest requirements.
- c. At Metro's expense, Metro may require, that the facility submit to an independent audit conducted by an auditor chosen by Metro. The audit shall address only those matters reasonably related to this Agreement.

11. Reports and Obligations.

- a. The facility must report information in the form, format, and the schedule specified in *Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements*. In addition to these reporting requirements, the facility must include the field titled Special Waste Permit Number, for all special waste transactions received by the facility, as designated in the above referenced document.
- b. No later than 15 days following the end of each month, the facility must provide to Metro the records required under Section 11 in a format prescribed by Metro.
- c. The facility must provide the results of its sampling of processing residual, as provided in Section 4.
- d. The facility must post a sign at the scale house directing all persons delivering Metro area waste to declare the origin of the solid waste. The sign must be readily visible and legible to persons upon arrival at the scale house. The facility must provide a map of the Metro area to persons accessing the facility upon request.
- e. The facility must notify Metro regarding all permits relating to operations at the facility, including without limitation, land use applications, appeals, or modifications. The facility must provide copies of revisions to existing permits and newly issued permits to Metro within seven business days of issuance. The facility must also provide, within seven days of issuance, a copy of any official enforcement action regarding the facility or its



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operation, including without limitation, a notice of violation or noncompliance with a statute, regulation, or permit condition.

- f. Upon request by Metro, the facility must provide a list of account numbers and material codes and corresponding customer and material names for each load of Metro area waste.

12. Compliance with Law.

- a. The facility must fully comply with all provisions of Metro Code Chapter 5.01 and administrative rules applicable to material recovery facilities. Those provisions are incorporated into this Agreement by reference as if specifically set forth in this Agreement.
- b. Any finding that the facility is in violation of applicable federal, state, regional and local laws, rules, regulations, ordinances, orders, and permits is a breach of this Agreement and will constitute good cause for termination of this Agreement under Section 18. DEQ termination or failure to renew the facility's solid waste disposal site permit shall constitute good cause for termination of this Agreement under Section 18.

13. Right of Inspection.

- a. The facility must allow Metro access to the facility at all reasonable times to inspect and carry out other necessary functions under this Agreement. The facility authorizes Metro access to inspect:
 - (1) Without notice during hours when the facility accepts or processes solid waste.
 - (2) At other reasonable times upon written notice given by Metro to the facility.
 - (3) At any time without notice when, in the reasonable opinion of the COO, notice would defeat the purpose of the entry.
- b. Metro's right to inspect and audit includes the right to review, at an office of the facility or affiliated company located in or near the Metro area, all information from which all required Metro reports are derived.
- c. The facility must cooperate with Metro regarding Metro's investigation of possible infractions of the Metro Code or of this Agreement, including without limitation infractions related to misidentification of Metro area



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solid waste or false claims that Metro area solid waste is not Metro area waste. The facility's cooperation must include, without limitation, providing Metro with requested information in the facility's possession regarding matters under investigation and making facility representatives available to testify in deposition, in court, at a contested case hearing, and in any subsequent appeals.

- d. The facility must make reasonable efforts to ensure that the Newberg Transfer Station:
 - (1) Cooperates with Metro investigators, inspectors and auditors, and reports potential or suspected flow control violators to Metro; and
 - (2) Provides Metro with customer addresses, customer contact information, and transaction data for the purpose of tracking flow control violators in the Metro area.
- e. The facility must cooperate with Metro regarding Metro's determination of whether processing residual generated by the facility meets the recovery standard as provided in Section 4. The facility's cooperation must include providing Metro with access to all areas of the facility where it generates, manages, stores and reloads processing residual, including without limitation to transfer vehicles, for Metro to inspect the processing residual. The facility must provide reasonable access to facility personnel and equipment to collect, segregate, contain, and weigh individual samples of processing residual; and a safe, covered location, if reasonably possible, away from working areas and vehicle traffic where Metro may conduct an analysis of the facility's processing residual.

14. Indemnification.

- a. The facility must indemnify, defend, and hold harmless Metro and Metro's agents, employees, and elected officials from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, the facility's performance under this Agreement.
- b. Metro may indemnify, defend, and hold harmless the facility, its officers, employees, and agents from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors, or omissions of Metro or its assignees acting pursuant to the terms of this Agreement, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.



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15. Confidentiality.

- a. Metro acknowledges the confidential and proprietary nature of the names of persons or entities generating or delivering waste to the facility and the types and quantities of waste generated or delivered by those persons or entities which the facility is required to submit to Metro. Metro acknowledges that, although the facility is not obligated by law to submit such information, the facility is voluntarily obligating itself to do so pursuant to this Agreement. Metro also acknowledges that the confidential information may be a "trade secret" and exempt from public disclosure under Oregon law because it is currently known only by the facility, is used by the facility in its business, has commercial value, and gives the facility a business advantage over competitors not possessing this information. The ability of competitors of the facility to obtain the confidential information specified in this Agreement is not in the public interest because it detracts from a relationship of trust that is necessary for Metro to effectively carry out its solid waste management functions. Metro obligates itself in good faith not to disclose confidential information to any person outside of Metro except as specified in this Agreement. Access to, and use of, the confidential information is only as specified in this section.
- b. At any time during and after the term of this Agreement, Metro may not, directly or indirectly, divulge, disclose, or communicate confidential information to any person, partnership, firm, association, corporation, or other entity, or to any person at Metro who does not have a reasonable need to obtain confidential information for Metro's solid waste management purposes. Neither Metro nor any person at Metro may use the confidential information specified in this section for personal benefit.
- c. Notwithstanding Sections 15a. and 15b., Metro may use confidential information for solid waste management purposes. Those purposes include solid waste tracking and forecasting, enforcement of the Metro Code, or assistance to other jurisdictions in regulatory enforcement or other law enforcement. Metro may also use confidential information in aggregations or summaries that may be released to the public, so long as it is not possible to identify from such aggregations or summaries the persons or other entities generating and delivering waste to the facility, the types and quantities of waste that specific persons or other entities generate or deliver to the facility. Metro must notify the facility within six business days of Metro's receipt of any other type of request for confidential information from a third party. If it becomes necessary for Metro to release confidential information to any person outside of Metro other than



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as provided above. Metro must notify the facility in writing at least five business days before releasing the information.

- d. When submitting to Metro the confidential information specified in this Agreement, the facility must mark those materials "CONFIDENTIAL." If the facility provides Metro with information that is not marked "CONFIDENTIAL," Metro has no obligation to treat that information as confidential information. Metro will keep confidential information separate from other records and materials so that it will not be available to members of the public or will not be available to persons at Metro who do not have a reasonable need to obtain access to the information relative to Metro's solid waste management responsibilities.
- e. If Oregon law is modified such that the confidential information referenced in this section is no longer exempt from public disclosure, or if a court of competent jurisdiction requires release of such information, the facility is no longer required to submit that information to Metro. However, if Metro has a reasonable suspicion that a generator or transporters has violated Metro Code, then upon Metro's request, the facility nevertheless agrees to provide to Metro the names of specific generators or transporters, and the types and quantities of waste delivered by those persons or entities, for Metro's use in enforcing the Metro Code against those persons or entities.

16. Dispute Resolution.

Both parties will attempt in good faith to negotiate resolutions to all disputes arising out of this. The parties will resolve any controversy or claim arising out of or relating to this Agreement as follows:

- a. If the COO finds that the facility has breached this Agreement:
 - (1) The COO will provide the facility with a written notice of breach that describes the alleged breach and that includes a date by which the facility must respond to the COO's notice;
 - (2) Within the period specified by the COO, the facility must demonstrate that the facility has not breached this Agreement, that the breach has been corrected, or that the facility is making diligent efforts to correct the breach and is likely to succeed in a reasonable period of time; and
 - (3) If the COO determines that the facility has failed to remedy a breach of this Agreement, the facility must pay Metro liquidated damages in the amount of



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\$500 per day until the facility has remedied the breach. These liquidated damages are not a penalty, but the parties agree that for certain breaches the amount of damage would be difficult to determine. Metro is entitled to recover its actual damages during all periods of breach in lieu of liquidated damages if actual damage amounts can be determined.

- b. The parties will resolve any dispute arising under this Agreement using any appropriate and available legal remedy. This may include arbitration if both parties agree to arbitration.

17. Modification and Suspension.

The COO may modify or suspend this Agreement without notice as follows:

- a. If necessary in the reasonable opinion of the COO to protect the public health, safety, or welfare, and in the case of an emergency;
- b. If Metro discovers that the facility knowingly accepted prohibited Metro area waste or misrepresented the nature or identification of Metro area waste; or

If, due to a binding decision by an arbitrator or court of competent jurisdiction, Metro:

- a. May be liable for damages for allowing waste of a type specified in this Agreement to be processed or disposed of at the facility; or
- b. May no longer allow a waste type to be received, transferred, processed or disposed at the facility.

18. Termination.

- a. Metro may terminate this Agreement for good cause upon passage of a resolution specifying the action taken and the effective date. Further, any Metro Council action to delete the facility from the list of designated facilities constitutes good cause for termination of this Agreement.
- b. The facility may terminate this Agreement for good cause provided that such termination takes effect no sooner than 30 days after the facility provides Metro with written notice of the facility's intent to terminate.

19. General Conditions.

- a. The facility is responsible for ensuring that its contractors and agents operate in compliance with the terms and conditions of this Agreement.



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- b. This Agreement does not confer a property right to the facility, nor vest any right or privilege in the facility to receive specific quantities of Metro area waste during the term of this Agreement.
- c. The facility may not transfer or assign this Agreement without the prior written approval of Metro. Metro may not unreasonably withhold consent to assignment.
- d. The facility must inform Metro of any change in ownership.
- e. A waiver of any term or condition of this Agreement must be in writing. If Metro is making the waiver, it will be approved in writing by Metro. If the facility is making the waiver, it must be signed by an authorized representative of the facility. Waiver of a term or condition of this Agreement by either party does not waive nor prejudice that party's right otherwise to require performance of the same term or condition or any other term or condition.
- f. This Agreement is to be construed, applied, and enforced in accordance with the laws of the State of Oregon.
- g. If any provision of this Agreement is invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Agreement are not affected.
- h. If any deadline required to be computed under any provision of this Agreement falls on a Saturday, Sunday, or legal holiday, then the deadline shall be the next day which is not a Saturday, Sunday, or legal holiday. As used in this subsection, "legal holiday" means legal holiday as defined in ORS 187.010 and 187.020, as amended.
- i. This Agreement is the entire Agreement between the parties.

20. Definitions.

Unless otherwise specified, all terms are as defined in Metro Code.

"Metro area waste" means solid waste generated from the Metro area, including solid waste generated from outside the Metro area if mixed in the same vehicle or container with solid waste generated from the Metro area, unless the facility is provided with documentation establishing the weight of the solid waste generated from the Metro area.



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TUALATIN VALLEY WASTE RECOVERY

METRO

By: _____

Name: _____

Title: _____

Date: _____

[Signature]
Adam Winston
Director
11/22/19

By: _____

Name: _____

Title: _____

Date: _____

[Signature]
Roy Brower
Director
11/26/19

List of Attached Exhibits:

Exhibit A - Supplemental Operating Requirements



600 NE Grand Ave.
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oregonmetro.gov

EXHIBIT A

TO METRO CONTRACT NO. 936518

Supplemental Operating Requirements

These supplemental operating requirements are intended to ensure that the designated facility operates in compliance with Metro Code Chapter 5.01.

Exhibit A is applicable to: 1) Metro area waste delivered to the facility, 2) other non-putrescible waste that is commingled with Metro area waste, and 3) processing residual.



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1.0	GENERAL MANAGEMENT REQUIREMENTS	
1.1	Acceptance and management of non-putrescible waste	<ol style="list-style-type: none"> 1. Except as provided below in subsection 3, the facility must receive, process, store, reload and transfer all non-putrescible waste on an impervious surface, for example asphalt or concrete; and inside a covered 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. 2. The facility must keep all non-putrescible solid waste physically separated from and not mixed or commingled with source-separated recyclable materials, including wood waste, yard debris and other recyclables. 3. Self-haul customers with non-tipping vehicles may unload non-putrescible waste at the facility's designated self-haul receiving area, provided that: <ol style="list-style-type: none"> a) The customer self-sorts or segregates the recyclable components of the load into containers at the time it is unloaded; or b) The unprocessed waste is loaded into containers that are covered prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.
1.2	Material recovery required	<ol style="list-style-type: none"> 1. The facility must perform material recovery on mixed non-putrescible waste at no less than the minimum level stipulated in Metro Code Chapter 5.01. 2. The facility must 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. 4. The facility must 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.

1.3	Management of processing residual from material recovery	<ol style="list-style-type: none"> 1. The facility must store, reload and transfer all processing residual on an impervious surface, for example, asphalt or concrete; within a covered building or alternatively, inside covered or tarped containers or within covered or tarped transport trailers. 2. The facility must keep all processing residual physically separated from and not mixed or commingled with source-separated recyclable materials, including wood waste, yard debris and other recyclables.
1.4	Acceptance of source-separated recyclable materials	<ol style="list-style-type: none"> 3. The facility 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.
1.5	Acceptance and processing of untreated wood	<ol style="list-style-type: none"> 1. The facility is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste (e.g. untreated lumber and wood pallets). <p>The facility 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 purposes as described in an operating plan and approved in writing by the COO.</p>
1.6	Acceptance and processing of painted wood	<ol style="list-style-type: none"> 1. The facility 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 facility must keep painted wood waste separate from feedstocks destined for composting. The facility must 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.
1.7	Acceptance and management of preservative-treated wood	<ol style="list-style-type: none"> 1. The facility 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 facility must not incorporate preservative-treated wood waste, such as wood treated with Pentachlorophenol and Copper Chromium Arsenic into mulch, animal bedding, or compost feedstock, or any other landscaping or agricultural products
1.8	Production of hogged fuel	<p>1. The facility 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.</p> <p>2. The facility is prohibited from mixing any other solid waste with the wastes listed above for the production of hogged fuel.</p>

2.0	LIMITATIONS AND PROHIBITIONS	
2.1	Prohibition on mixing	The facility must not mix any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any other solid wastes.
2.2	Prohibition of size reduction on non-putrescible waste	The facility 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 and approved by Metro in the Metro operating plan.
2.3	No disposal of recyclable materials	<p>1. The facility must not transfer source-separated recyclable materials to a disposal site.</p> <p>2. Source-separated recyclable materials at the facility that are in a condition which makes the material unusable or not recyclable may be disposed provided that the facility has obtained prior written approval from the Oregon Department of Environmental Quality (DEQ) and Metro for the disposal of such materials.</p>
2.4	Composting prohibited	The facility must not keep yard debris on site long enough for more than negligible biological decomposition to begin.

3.0	GENERAL OPERATING REQUIREMENTS	
3.1	Qualified operator	<ol style="list-style-type: none"> 1. The facility 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 agreement and to otherwise ensure compliance 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 agreement and the relevant procedures contained within the facility's operating plan. 3. A qualified operator must have training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is inadvertently received.
3.2	Fire prevention	<p>The facility must provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and adequate equipment for the isolation of potential heat sources and/or flammables from processing and storage areas.</p>
3.3	Adequate vehicle accommodation	<p>The facility must:</p> <ol style="list-style-type: none"> 1. Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. Access roads must 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 cannot 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 untarpping of loads.
3.4	Managing prohibited wastes	<ol style="list-style-type: none"> 1. The facility is prohibited from receiving or processing any Metro area waste not authorized in the agreement. The facility must not knowingly accept or retain waste

		<p>prohibited under the agreement, including but not limited to putrescible waste, hazardous waste and asbestos-containing material. The facility must reject prohibited waste upon discovery and must properly manage and dispose of prohibited waste when inadvertently received.</p> <p>2. The facility must maintain a load-checking program to prevent the acceptance of waste that is prohibited by the agreement. This program must include at a minimum:</p> <p>a) <u>Visual inspection</u>. As each load is tipped, a qualified operator, must visibly inspect the load to prevent the acceptance of waste that is prohibited by the agreement.</p> <p>b) <u>Containment area</u>. A secured or isolated containment area for the storage of prohibited wastes that are inadvertently received. Containment areas must be covered and enclosed to prevent leaking and contamination.</p> <p>c) <u>Record maintenance</u>. Records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste must be maintained and be available for review by Metro.</p> <p>3. Upon discovery, the facility must remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and procedures established in the Metro operating plan. the facility must remove from the site all prohibited or unauthorized wastes it inadvertently receives and transport the waste to an appropriate destination within 90 days of receipt, unless required to be removed earlier by DEQ or local government.</p>
3.5	Storage and exterior stockpiles	<p>The facility must:</p> <p>1. 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;</p> <p>2. Maintain storage areas in an orderly manner and keep the areas free of litter;</p> <p>3. Position exterior stockpiles within footprints identified on the facility site plan or Metro operating plan; and</p>

		<p>4. Except for inert materials, not stockpile recovered or source-separated materials for longer than 180 days (6 months). Metro may grant exceptions provided the facility has received written authority to store recovered or source-separated materials for longer periods of time based on a demonstrated need and such materials will be used productively and provided that such stockpiles will not create nuisances, health, safety or environmental problems.</p>
3.6	Dust, airborne debris and litter	<p>1. The facility must be operated in a manner that controls and minimizes the generation of dust, airborne debris and litter, and which prevents its migration beyond property boundaries.</p> <p>2. The facility must:</p> <ul style="list-style-type: none"> 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 (including grinding), 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. 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 5.01.
3.7	Odor	<ol style="list-style-type: none"> 1. The facility must be operated in a manner to control and minimize off-site odors. 2. The facility must follow procedures in the operating plan for minimizing odor at the facility.
3.8	Vectors (e.g. birds, rodents, insects)	<ol style="list-style-type: none"> 1. The facility must be operated in a manner that is not conducive to the harborage of rodents, birds, insects, or other vectors capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another. 2. If vectors are present or detected at the facility, the facility must implement vector control measures.
3.9	Noise	The facility must be operated in a manner that controls and minimizes noise that causes adverse off-site impacts, and to the extent necessary to meet applicable regulatory standards and land-use regulations.
3.10	Water contaminated by solid waste and solid waste leachate	<p>The facility must be operated consistent with an approved DEQ stormwater management plan (or equivalent), and must:</p> <ol style="list-style-type: none"> 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 onsite in a manner complying with local, state, and federal laws and regulations.
3.11	Access control	<ol style="list-style-type: none"> 1. Access to the facility must be controlled as necessary to prevent unauthorized entry and dumping. 2. The facility 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.
3.12	Signage	<ol style="list-style-type: none"> 1. The facility must post signs at the scale house to the facility, and in conformity with local government signage regulations.

		<p>2. The sign must be easily and readily visible, and legible to customers upon arrival at the scale house and shall contain at least the following information:</p> <ul style="list-style-type: none"> a) Name of the facility; b) Address of the facility; c) Telephone number of facility; d) Emergency telephone number for the facility if different than that listed in subsection (c) above; e) Operating hours during which the facility is open for the receipt of authorized waste; f) Fees and charges; g) Metro's name and telephone number (503) 234-3000; h) A list of authorized and prohibited wastes; i) Vehicle / traffic flow information or diagram; j) Covered load requirements; and k) Notice not to queue on public roadways.
3.13	Complaints	<p>1. The facility must respond to all complaints in a timely manner (including, but not limited to, blowing debris, fugitive dust or odors, noise, traffic, and vectors), and keep a record of these complaints and any action taken to respond to the complaints, including actions to remedy the conditions that caused the complaint.</p> <p>2. If the facility receives a complaint, the facility must:</p> <ul style="list-style-type: none"> a) Attempt to respond to that complaint within one business day, or sooner as circumstances may require, and retain documentation of its attempts (whether successful or unsuccessful); and b) Log all such complaints. Each log entry must be retained for one year and shall be available for inspection by Metro.
3.14	Access to Supplemental Operating Requirements	<p>The facility must maintain a copy of these supplemental operating requirements and the agreement on the facility premises, and in a location where facility personnel and Metro representatives have ready access to them.</p>



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EXHIBIT A

TO METRO CONTRACT NO. 936518

Supplemental Operating Requirements

These supplemental operating requirements are intended to ensure that the designated facility operates in compliance with Metro Code Chapter 5.01.

Exhibit A is applicable to: 1) Metro area waste delivered to the facility, 2) other non-putrescible waste that is commingled with Metro area waste, and 3) processing residual.



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1.0	GENERAL MANAGEMENT REQUIREMENTS	
1.1	Acceptance and management of non-putrescible waste	<ol style="list-style-type: none"> 1. Except as provided below in subsection 3, the facility must receive, process, store, reload and transfer all non-putrescible waste on an impervious surface, for example asphalt or concrete; and inside a covered 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. 2. The facility must keep all non-putrescible solid waste physically separated from and not mixed or commingled with source-separated recyclable materials, including wood waste, yard debris and other recyclables. 3. Self-haul customers with non-tipping vehicles may unload non-putrescible waste at the facility's designated self-haul receiving area, provided that: <ol style="list-style-type: none"> a) The customer self-sorts or segregates the recyclable components of the load into containers at the time it is unloaded; or b) The unprocessed waste is loaded into containers that are covered prior to processing, within 12 hours of receipt, or by the end of the business day, whichever is earlier.
1.2	Material recovery required	<ol style="list-style-type: none"> 1. The facility must perform material recovery on mixed non-putrescible waste at no less than the minimum level stipulated in Metro Code Chapter 5.01. 2. The facility must 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. 4. The facility must 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.

1.3	Management of processing residual from material recovery	<ol style="list-style-type: none"> 1. The facility must store, reload and transfer all processing residual on an impervious surface, for example, asphalt or concrete; within a covered building or alternatively, inside covered or tarped containers or within covered or tarped transport trailers. 2. The facility must keep all processing residual physically separated from and not mixed or commingled with source-separated recyclable materials, including wood waste, yard debris and other recyclables.
1.4	Acceptance of source-separated recyclable materials	<ol style="list-style-type: none"> 3. The facility 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.
1.5	Acceptance and processing of untreated wood	<ol style="list-style-type: none"> 1. The facility is authorized to accept for processing and reloading, source-separated, untreated and unpainted wood waste (e.g. untreated lumber and wood pallets). <p>The facility 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 purposes as described in an operating plan and approved in writing by the COO.</p>
1.6	Acceptance and processing of painted wood	<ol style="list-style-type: none"> 1. The facility 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 facility must keep painted wood waste separate from feedstocks destined for composting. The facility must 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.
1.7	Acceptance and management of preservative-treated wood	<ol style="list-style-type: none"> 1. The facility 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 facility must not incorporate preservative-treated wood waste, such as wood treated with Pentachlorophenol and Copper Chromium Arsenic into mulch, animal bedding, or compost feedstock, or any other landscaping or agricultural products
1.8	Production of hogged fuel	<ol style="list-style-type: none">1. The facility 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 facility is prohibited from mixing any other solid waste with the wastes listed above for the production of hogged fuel.

2.0	LIMITATIONS AND PROHIBITIONS	
2.1	Prohibition on mixing	The facility must not mix any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any other solid wastes.
2.2	Prohibition of size reduction on non-putrescible waste	The facility 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 and approved by Metro in the Metro operating plan.
2.3	No disposal of recyclable materials	<ol style="list-style-type: none">1. The facility must not transfer source-separated recyclable materials to a disposal site.2. Source-separated recyclable materials at the facility that are in a condition which makes the material unusable or not recyclable may be disposed provided that the facility has obtained prior written approval from the Oregon Department of Environmental Quality (DEQ) and Metro for the disposal of such materials.
2.4	Composting prohibited	The facility must not keep yard debris on site long enough for more than negligible biological decomposition to begin.

3.0	GENERAL OPERATING REQUIREMENTS	
3.1	Qualified operator	<ol style="list-style-type: none"> 1. The facility 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 agreement and to otherwise ensure compliance 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 agreement and the relevant procedures contained within the facility's operating plan. 3. A qualified operator must have training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is inadvertently received.
3.2	Fire prevention	The facility must provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and adequate equipment for the isolation of potential heat sources and/or flammables from processing and storage areas.
3.3	Adequate vehicle accommodation	<p>The facility must:</p> <ol style="list-style-type: none"> 1. Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. Access roads must 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 cannot 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 untarpping of loads.
3.4	Managing prohibited wastes	<ol style="list-style-type: none"> 1. The facility is prohibited from receiving or processing any Metro area waste not authorized in the agreement. The facility must not knowingly accept or retain waste

		<p>prohibited under the agreement, including but not limited to putrescible waste, hazardous waste and asbestos-containing material. The facility must reject prohibited waste upon discovery and must properly manage and dispose of prohibited waste when inadvertently received.</p> <p>2. The facility must maintain a load-checking program to prevent the acceptance of waste that is prohibited by the agreement. This program must include at a minimum:</p> <p>a) <u>Visual inspection</u>. As each load is tipped, a qualified operator, must visibly inspect the load to prevent the acceptance of waste that is prohibited by the agreement.</p> <p>b) <u>Containment area</u>. A secured or isolated containment area for the storage of prohibited wastes that are inadvertently received. Containment areas must be covered and enclosed to prevent leaking and contamination.</p> <p>c) <u>Record maintenance</u>. Records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste must be maintained and be available for review by Metro.</p> <p>3. Upon discovery, the facility must remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and procedures established in the Metro operating plan. the facility must remove from the site all prohibited or unauthorized wastes it inadvertently receives and transport the waste to an appropriate destination within 90 days of receipt, unless required to be removed earlier by DEQ or local government.</p>
3.5	Storage and exterior stockpiles	<p>The facility must:</p> <p>1. 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;</p> <p>2. Maintain storage areas in an orderly manner and keep the areas free of litter;</p> <p>3. Position exterior stockpiles within footprints identified on the facility site plan or Metro operating plan; and</p>

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