DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

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

METRO SOLID WASTE FACILITY FRANCHISE

No. F-002-20A

FRANCHISEE:	FACILITY NAME AND LOCATION:
Pride Recycling Company PO Box 1150 Sherwood, Oregon 97140 Phone: (503) 625-0725	Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 Phone: (503) 625-0725
OPERATOR:	**PROPERTY OWNER:**
Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140 Phone: (503) 625-0725	Michael Leichner, Sr. and Cynthia Leichner, Trustees, or their successor Trustee(s), of the Michael Leichner, Sr. and Cynthia Leichner RLT PO Box 1150 Sherwood, Oregon 97140 Phone: (503) 625-0725

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-002-20.

ISSUED BY METRO:

DocuSigned by:
Roy W. Brower
8224FD6101684FC...

March 27, 2020

Roy W. Brower, Interim Waste Prevention and Environmental Services Director

Date

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	Issuance	3
2.0	Conditions and Disclaimers	3
3.0	Authorizations	4
4.0	Limitations and Prohibitions	7
5.0	Regional Waste Plan	8
6.0	Operating Conditions	9
7.0	Operating Plan	13
8.0	Fees and Rates	15
9.0	Record Keeping and Reporting	16
10.0	Insurance Requirements	17
11.0	Enforcement	18
12.0	Amendment, Suspension and Revocation	19
13.0	General Obligations	20

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

1.0	ISSUANCE	
1.1	**Corporate affiliation**	Pride Recycling Company 13910 SW Tualatin-Sherwood Road Sherwood, Oregon 97140
1.2	**Contact**	Mike Leichner, Phone. (503) 625-0725 E-mail: mike@priderecycling.com
1.3	**Term**	January 1, 2020 to December 31, 2024, unless amended, suspended, or revoked as provided in this franchise.
1.4	**Renewal**	The franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
1.5	**Facility name and mailing address**	Pride Recycling Company PO Box 1150 Sherwood, Oregon 97140
1.6	**Facility premises description**	Tax Lot Identification No. 2S128C001000, 2S128C00900, 2S128C000105 and 2S128C000100, City of Sherwood, Washington County, State of Oregon. Metro may inspect the facility site and any areas directly related to the transfer station operations as per Section 13.3.
1.7	**Permission to operate**	The property owner consents to use of the property as a transfer station by the franchisee.

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 limit Metro from granting other solid waste franchises within Metro's jurisdictional boundary.
2.3	**Property rights**	This franchise does not convey any property rights in either real or personal property.
2.4	**Amendment**	Except as provided in Section 12.0, no amendment is effective unless approved by the Metro Council.
2.5	**No recourse**	The franchisee will have no recourse 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

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

		any part thereof is invalid.
2.6	**Indemnification**	The franchisee must indemnify Metro, the Council, the Chief Operating Officer, and any of Metro's 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	**Waivers**	To be effective, a waiver of any terms or conditions of this franchise must conform with Section 12.0 and be in writing and signed by Metro.
2.8	**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.
2.9	**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.
2.10	**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.
2.11	**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.
2.12	**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, 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	**General conditions on solid waste**	The franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0. The franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.
3.2	**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.

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

3.3	**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 13.2. 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 containers or within covered 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.
3.4	**Acceptance and management of mixed non-putrescible solid waste**	1. The franchisee is authorized to accept mixed non-putrescible solid waste from all customers including public self-haul for material recovery. 2. Except as provided below in subsections (a) and (b), the franchisee 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 within 12 hours of receipt, or by the end of the business day, whichever is earlier.
3.5	**Material recovery required**	1. The franchisee must perform material recovery on mixed non-putrescible wastes at no less than the minimum level stipulated in Metro Code Chapter 5.01 or must reload and transfer such waste to a facility authorized by Metro to perform material recovery. 2. The franchisee must ensure that the facility is designed and operated so that materials are recovered in a timely manner and that the reloading and transfer of non-putrescible waste to a Metro-authorized material recovery facility is conducted rapidly and efficiently while protecting the quality of non-putrescible waste that has not yet undergone material recovery. 3. The franchisee must take quarterly samples of processing residual, when generated at the facility, that are statistically valid and representative of the facility's residual. Each sample required by this section must weigh at least 300 pounds.

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

3.6	**Management of processing residual from material recovery**	The franchisee must store, reload and transfer all non-putrescible waste processing residual on an impervious surface and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight, covered containers or within covered transport trailers.
3.7	**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.
3.8	**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 odors 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 Metro.
3.9	**Acceptance of source-separated food waste**	1. Effective April 1, the franchisee must accept source-separated food for reloading to an authorized facility for composting, anaerobic digestion or other resource recovery process as described in an operating plan and approved in writing by Metro. 2. The franchisee must not deny access to any waste hauler transporting source-separated food waste without due cause or written notice 30 days in advance, as outlined in Section 4.2. 3. The franchisee must maintain adequate capacity to accommodate commercial food waste generated within the region while meeting the requirements in subsection 3.9.4 and operating the facility in accordance with the operating plan approved in writing by Metro. 4. The franchisee must: (a) Reload and remove all source-separated food waste from the site in a timely manner so that it does not reach a state of decomposition sufficient to produce odors detectable beyond the boundaries of the facility; (b) Protect the quality of source-separated food waste such that it is suitable for composting, anaerobic digestion, or other resource recovery process that is approved in writing by Metro; and (c) Transport all source-separated food waste to a Metro-authorized facility for recovery.
3.10	**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

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

		purposes as described in an operating plan and approved in writing by Metro.
3.11	**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 Metro. 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 Metro.
3.12	**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).
3.13	**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.
3.14	**Production of hogged fuel**	1. 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 subection 3.14.1 for the production of hogged fuel.

4.0	**LIMITATIONS AND PROHIBITIONS**	
4.1	**Tonnage allocation**	1. The franchisee is authorized to accept putrescible waste generated inside the Metro region as provided in this franchise. 2. By January 1 of each year, Metro will amend this franchise to establish an annual tonnage allocation amount for the franchisee. 3. Metro will determine the tonnage allocation amount in accordance with allocation methodology provided in Metro Code Chapter 5.01 and applicable administrative rules. 4. For calendar year 2020, beginning on January 1 and ending December 31, 2020, the franchisee is authorized to accept up to 74,606 tons of putrescible waste generated inside the Metro region.
4.2	**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. Therefore: 1. The franchisee must not accept solid waste generated outside the

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

		Metro region if to do so would limit the franchisee from accepting any putrescible or non-putrescible waste generated inside the Metro region; 2. 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 3. Metro may require the franchisee to provide a written explanation of its rationale if the facility denies access or refuses service to a waste hauler.
4.3	**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 asbestos; lead acid batteries; liquid waste for disposal; vehicles; infectious, biological or pathological waste; radioactive waste; hazardous waste; explosives; or any waste prohibited by DEQ.
4.4	**Prohibition on mixing**	The franchisee must not mix different waste types unless such mixing is described in an operating plan and approved in writing by Metro.
4.5	**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, processing residual consolidation or loading operations, and such size reduction is described in an operating plan and approved in writing by Metro.
4.6	**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, without written permission from Metro and DEQ.
4.7	**Composting prohibited**	The franchisee must not keep yard debris on site long enough for more than negligible biological decomposition to begin.
4.8	**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	**REGIONAL WASTE PLAN**	
5.1	**Regional Waste Plan**	1. Metro plans, manages and oversees the region's solid waste system to achieve the goals and actions outlined in the 2030 Regional Waste Plan. 2. Metro may amend this franchise and establish new requirements for

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

		the franchisee to achieve the goals and actions of the 2030 Regional Waste Plan.

6.0	OPERATING CONDITIONS	
6.1	**General performance standards**	The franchisee must operate in a manner that meets the following general performance standards: 1. 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. 2. 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. 3. Nuisances. The franchisee must design and operate the facility to avoid nuisance conditions including, but not limited to, litter, dust, odors and noise.
6.2	**Qualified operator**	1. The franchisee must, during all hours of operation, provide an operating staff employed by the facility that is qualified and competent to carry out the functions required by this franchise and to otherwise comply with Metro Code Chapter 5.01. 2. Facility personnel, as relevant to their job duties and responsibilities, must be familiar with the relevant provisions of this franchise and the relevant procedures contained within the facility's operating plan. 3. A qualified operator must be an employee of the facility with training and authority to reject prohibited waste that is discovered during load checks and to properly manage prohibited waste that is unknowingly received.
6.3	**Fire prevention**	The franchisee must provide fire prevention, protection and control measures including, but not limited to: 1. Adequate water supply for fire suppression; and 2. The isolation of potential heat sources and/or flammables from processing and storage areas.
6.4	**Adequate vehicle accommodation**	The franchisee must: 1. 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.

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

		2. 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. 3. Post signs to inform customers not to queue on public roadways. 4. Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site covering and uncovering of loads.
6.5	**Managing prohibited wastes**	1. The franchisee must reject prohibited waste upon discovery and must properly manage and dispose of prohibited waste when unknowingly received. 2. The franchisee must implement a load-check program to prevent the acceptance of 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. 3. 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 DEQ or local government.
6.6	**Storage and exterior stockpiles**	The franchisee must: 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; 2. Maintain storage areas in an orderly manner and keep the areas free of litter; 3. Position exterior stockpiles within footprints identified on the facility site plan or operating plan; and 4. Not stockpile recovered or source-separated materials for longer than 180 days.

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

6.7	**Dust, airborne debris and litter**	The franchisee must operate the facility in a manner that controls and minimizes the generation of dust, airborne debris and litter, and must prevent its migration beyond property boundaries. The franchisee must: 1. 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; 2. 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; 3. Maintain and operate all access roads and receiving, processing, storage and reload areas in such a manner as to control and minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site; 4. 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; 5. Maintain on-site facility access roads to prevent or control dust and to prevent or control the tracking of mud off-site; and 6. 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.
6.8	**Odor**	1. The franchisee must operate the facility in a manner that controls and minimizes 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.
6.9	**Vectors (e.g. birds, rodents, insects)**	1. The franchisee must operate the facility in a manner that is not conducive to harboring rodents, birds, insects or other vectors capable of transmitting, directly or indirectly, infectious diseases to humans or from one person or animal to another. 2. If vectors are present or detected at the facility, the franchisee must implement vector control measures.
6.10	**Noise**	The franchisee must operate the facility in a manner that controls and minimizes any noise sufficient to cause adverse off-site impacts and meets applicable regulatory standards and land-use regulations.

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

6.11	**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: 1. Operate and maintain the facility to prevent contact of solid wastes with storm water runoff and precipitation; and 2. Dispose of or treat water contaminated by solid waste generated on-site in a manner complying with local, state and federal laws and regulations.
6.12	**Access control**	1. The franchisee must control access to the facility as necessary to prevent unauthorized entry and dumping. 2. The franchisee must maintain a gate or other suitable barrier at potential vehicular access points to prevent unauthorized access to the site when an attendant is not on duty.
6.13	**Signage**	The franchisee must post signs at all public entrances to the facility. The signs must comply with local government signage regulations. These signs must be easily and readily visible and legible from off-site during all hours and must contain at least the following information: 1. Name of the facility; 2. Address of the facility; 3. Emergency telephone number for the facility; 4. Operating hours during which the facility is open for the receipt of authorized waste; 5. Fees and charges; 6. Metro's name and telephone number (503) 234-3000; 7. A list of authorized and prohibited wastes; 8. Vehicle / traffic flow information or diagram; 9. Covered load requirements; and 10. Directions not to queue on public roadways.
6.14	**Complaints**	1. The franchisee must respond to all 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.

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

6.15	**Access to franchise document**	The franchisee must maintain a copy of this franchise on the facility's premises in a location where facility personnel and Metro representatives have ready access to it.
6.16	**Employment standard**	The franchisee must be in compliance with Oregon's "ban the box" law (ORS 659A.360) which makes it unlawful for an employer to inquire about criminal convictions before the interview stage of hiring. The franchisee must maintain a copy of the facility's employment application on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.

7.0	**OPERATING PLAN**	
7.1	**Plan compliance**	The franchisee must operate the facility in accordance with an operating plan approved in writing by Metro. 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 Metro.
7.2	**Plan maintenance**	The franchisee must revise the operating plan as necessary to keep it current with facility conditions, procedures and requirements. The franchisee must submit amendments and revisions of the operating plan to Metro for written approval prior to implementation.
7.3	**Access to operating plan**	The franchisee must maintain a copy of the operating plan on the facility premises and in a location where facility personnel and Metro representatives have ready access to it.
7.4	**Procedures for inspecting loads**	The operating plan must establish: 1. Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes; 2. Procedures for identifying incoming and outgoing loads for waste classifications; 3. A set of objective criteria for accepting and rejecting loads; and 4. An asbestos testing protocol for all materials that appear to contain asbestos.
7.5	**Procedures for mixing waste types**	The operating plan must establish: 1. Circumstances under which waste types will be mixed; and 2. Procedures for record keeping and reporting for mixed outbound loads.
7.6	**Procedures for processing and storage of loads**	The operating plan must establish procedures for: 1. Processing authorized solid wastes;

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

		2. Reloading and transfer of authorized solid wastes; 3. Managing stockpiles to ensure that they remain within the authorized weights, volumes and pile heights; 4. Storing authorized solid wastes; and 5. Minimizing storage times and avoiding delay in processing of authorized solid wastes.
7.7	**Procedures for managing prohibited wastes**	The operating plan must establish procedures for managing, reloading and transporting to appropriate facilities or disposal sites any prohibited or unauthorized wastes if they are discovered at the facility. In addition, the operating plan must establish procedures and methods for notifying generators not to place hazardous wastes or other prohibited wastes in drop boxes or other collection containers destined for the facility.
7.8	**Procedures for odor prevention**	The operating plan must establish procedures for controlling and minimizing odors generated at the facility from being detected off the premises of the facility. The plan must include: 1. A management plan that the franchisee will use to monitor and manage odors of any derivation including odorous loads delivered to the facility; and 2. 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.
7.9	**Procedures for dust prevention**	The operating plan must establish procedures for controlling and minimizing dust from blowing off the premises of the facility. The plan must include: 1. A management plan that the franchisee will use to monitor and manage dust of any derivation; and 2. 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.
7.10	**Procedures for emergencies**	The operating plan must establish procedures that the franchisee will follow in case of fire or other emergency.
7.11	**Procedures for complaints**	The operating plan must establish procedures for managing complaints. 1. For every complaint received (for example odor, dust, vibrations and litter), 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,

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

		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.
7.12	**Closure protocol**	1. The franchisee must establish protocol for closure and restoration of the site in the event of a cessation of operations as provided in Metro Code Chapter 5.01). 2. The plan must include protocol for: (a) Short-term closure (duration of time that is more than two consecutive business days but less than 120 days in length); and (b) Long-term closure (duration of time that is 120 consecutive days or more in length). 3. The franchisee must give at least 24-hour notice to Metro prior to the short-term closure of the facility. 4. The franchisee must give at least 90 days written notice to Metro prior to the long-term closure of the facility.

8.0	**FEES AND RATES**	
8.1	**Annual fee**	The franchisee must pay an annual franchise fee, as established in Metro Code Chapter 5.01. Metro reserves the right to change the franchise fee at any time by action of the Metro Council.
8.2	**Rates**	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 6.13.
8.3	**Regional System Fee and Excise Tax**	1. 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 waste transported to a disposal site. 2. The franchisee must pay the regional system fee and excise tax to Metro as required by a non-system license issued to the franchisee or to a designated facility that is authorized by Metro to collect and remit fees and taxes on behalf of the franchisee. 3. Notwithstanding Subsection 2, the franchisee may pay to Metro the regional system fee and excise tax for waste transported to a designated facility if approved in writing by Metro. In such instance, the franchisee must perform the following no later than fifteen days

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

		following the end of each month: (a) Submit to Metro a Regional System Fee and Excise Tax Report, that covers the preceding month; and (b) Remit to Metro the requisite regional system fee and excise tax in accordance with this franchise and Metro Code provisions applicable to the collection, payment, and accounting of those fees and taxes. 4. The franchisee must make available to Metro for inspection all records from which Sections 8.0 and 9.0 are derived.
8.4	**Metro community enhancement fee imposed on waste received**	The franchisee must collect and remit to Metro a community enhancement fee, as provided in Metro Code Chapter 5.06, in an amount equal to $1.00 per ton for all 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 by no later than fifteen days following the end of each month.

9.0	**RECORD KEEPING AND REPORTING**	
9.1	**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 must 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*.
9.2	**Reporting requirements**	1. The franchisee must transmit to Metro records required under Sections 8.0 and 9.0 no later than fifteen days following the end of each month in a format prescribed by Metro. 2. Notwithstanding Subsection 1, Metro may require the franchisee to report the records required by Sections 8.0 and 9.0 on a weekly or daily basis in the event of a significant disruption to the solid waste system.
9.3	**Material recovery reporting**	The franchisee must provide the results of its quarterly sampling of processing residual, as provided in Section 3.5, to Metro as a component of its monthly report no later than fifteen days following the end of the each quarter in a format prescribed by Metro.
9.4	**Account number listing**	Within five business days of Metro's request, the franchisee must provide Metro with a listing that cross-references the account numbers used in the transaction database with the company's name and address.
9.5	**Transactions based on scale weights**	Except for minimum fee transactions for small, lightweight loads, the franchisee must record each inbound and outbound transaction

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

		electronically based on actual and accurate scale weights using the franchisee's on-site scales.
9.6	**DEQ submittals**	The franchisee must provide Metro with copies of all correspondence, exhibits or documents submitted to DEQ relating to the terms or conditions of DEQ solid waste permit or this franchise within two business days of providing such information to DEQ.
9.7	**Copies of enforcement actions provided to Metro**	The franchisee must provide Metro with 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.
9.8	**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, 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. 4. The franchisee must report any long term or short term closures as provided in section 7.12.
9.9	**Changes in ownership**	1. Any change in control of the franchisee or the transfer of a controlling interest of the franchisee requires prior written notice to Metro. "Transfer of a controlling interest of the franchisee" includes without limitation the transfer of 10% or more of the ownership of the franchisee to or from a single entity. Metro may amend this franchise under Section 12.2 to require the new ownership of the 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 Chapter 5.01.

10.0	**INSURANCE REQUIREMENTS**	
10.1	**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. The policy will include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

		products/completed operations. The franchisee's coverage will be primary as respects Metro.
10.2	**Automobile**	The franchisee must carry automobile insurance with coverage for bodily injury and property damage, and with limits not less than minimum of $1,000,000 per accident or combined single limit.
10.3	**Additional insureds**	Metro, its elected officials, departments, employees, volunteers and agents must be named as ADDITIONAL INSUREDS on the Commercial General Liability policy. The franchisee must include the additional insured endorsement along with the certificate of insurance.
10.4	**Workers' compensation insurance**	1. The franchisee, its subcontractors, if any, and all employers working under this franchise, are subject employers under the Oregon Workers' Compensation Law, and must comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. 2. The Workers' Compensation Insurance must meet Oregon statutory requirements including Employer's Liability with limits not less than $1,000,000 per accident or disease. 3. The franchisee must provide Metro with certification of Workers' Compensation insurance including employer's liability. If the franchisee has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current Workers' Compensation.
10.5	**Certificate of insurance**	1. The franchisee must provide Metro with a Certificate of Insurance complying with this Section 10. 2. The franchisee must list Metro as the certificate holder. 3. Upon insurance renewal, the franchisee must submit an updated certificate of insurance and the additional insured endorsement to Metro via email (SWICC@oregonmetro.gov).
10.6	**Notification**	The franchisee must give at least 30 days written notice to Metro of any lapse or proposed cancellation of insurance coverage.

11.0	**ENFORCEMENT**	
11.1	**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 the franchisee.
11.2	**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

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

		administrative rules 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 Metro jurisdictional boundary, notwithstanding any incidental impact that such ordinances may have upon the terms of this franchise or the franchisee's operation of the facility.
11.3	**Penalties**	Each violation of a franchise condition is punishable by penalties as established in Metro Code Chapter 5.01. Each day a violation continues constitutes a separate violation.

12.0	**AMENDMENT, SUSPENSION AND REVOCATION**	
12.1	**Amendment by Metro Council**	Except as provided in Section 12.2, the provisions of this franchise will remain in effect unless the Metro Council: 1. Amends the Metro Code, amends the 2030 Regional Waste Plan or implements other legislation of broad applicability that affects the class of facilities of which this franchisee is a member; or 2. Adopts an ordinance or resolution amending this franchise to implement policy, code or other requirements such as the 2030 Regional Waste Plan.
12.2	**Amendment, suspension or revocation by Metro**	The Chief Operating Officer 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: 1. Violation of the terms or conditions of this franchise, Metro Code or any applicable statute, rule or standard; 2. Changes in local, regional, state or federal laws or regulations that should be specifically incorporated into this franchise, such as Metro actions to implement new requirements from the 2030 Regional Waste Plan; 3. Failure to disclose fully all relevant facts; 4. A significant release into the environment from the facility; 5. Significant change in the character of solid waste received or in the operation of the facility; 6. Any change in ownership or control; 7. A request from the local government stemming from impacts resulting from facility operations; 8. A change of authorization request received from the franchisee; 9. Compliance history of the franchisee; and 10. Changes in the tonnage allocation based on new information, or

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

		changes in methodology, administrative rule or Metro Code.

13.0	GENERAL OBLIGATIONS	
13.1	**Compliance with law**	The franchisee must fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders and permits pertaining in any manner to this franchise, including all applicable Metro Code provisions and administrative rules adopted pursuant to Chapter 5.01, whether or not those provisions have been specifically mentioned or cited in this franchise. 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 in this franchise. These conditions and permits include those cited within or attached as exhibits to the franchise document, any existing at the time the franchise is issued but not cited or attached, and any issued or amended during the term of the franchise.
13.2	**Transport waste to appropriate destinations**	The franchisee must ensure that solid waste transported from the facility goes to the appropriate destinations under Metro Code Chapters 5.01 and 5.05, and under applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.
13.3	**Right of inspection and audit**	1. The franchisee must allow Metro's authorized representatives to access the facility and premises at any time during business hours, with or without advanced notice. For non-business hours, the franchise must allow access to Metro's authorized representatives upon receiving advanced notice of not less than 24 hours. 2. Metro's authorized representatives may take photographs, collect samples of materials and perform any inspection or audits as Metro considers appropriate. 3. Metro inspection reports, including site photographs, are public records subject to disclosure under Oregon Public Records Law. Subject to the applicable confidentiality provisions in Section 13.4, 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 the franchisee that are directly related to the facility's operation and its rates. 4. The franchisee must permit access to the facility premises to authorized representatives of Metro, including personnel on contract to Metro, to perform research at all times during business hours, with or without notice. The franchisee must provide: (a) Access to all areas where it generates, manages, stores, and reloads waste, including without limitation to transfer vehicles; (b) Access to facility personnel and equipment to collect, sort, store

DocuSign Envelope ID: DD43C79B-75FB-4E01-8A7B-028E9110BB20

		and weigh waste; and (c) Access to a safe, covered location away from working areas and vehicle traffic on site where authorized representatives of Metro may analyze waste and record data.
13.4	**Confidential information**	1. 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. 2. If Metro receives a public records request seeking disclosure of information identified as confidential by the franchisee, Metro will provide the franchisee with a courtesy notice of that request within five days of receipt of the request. 3. This Section 13.0 does not limit the use of any information submitted to or reviewed by Metro for regulatory purposes or in any enforcement proceeding. 4. Metro may share any confidential information with representatives of other governmental agencies provided that, consistent with Oregon law, those representatives agree to continue to treat the information as confidential and make good faith efforts not to disclose the information.
13.5	**Compliance by agents**	The franchisee is responsible for ensuring that its agents and contractors comply with this franchise.