



600 NE Grand Ave.
Portland, OR 97232-2736

Designated Facility Agreement

METRO CONTRACT NO. 937409

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 Recology Oregon Compost Inc. dba Recology Organics – North Plains (the “facility”) located at 9570 NW 307th Ave., North Plains, Oregon 97133, (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; and

WHEREAS, Metro may require generators of Metro area waste to make use of a solid waste system facility; and

WHEREAS, no person may transport Metro area waste to a solid waste facility or disposal site unless it is a designated facility of the solid waste system or the person has obtained a non-system license; and

WHEREAS, a non-system license is not required to transport Metro area waste to a designated facility if the facility is in compliance with all local, state, federal, and Metro regulations and designated by Metro to accept the waste; and

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 to receive, process, transfer or dispose of Metro area waste; and

WHEREAS, Metro may execute a designated facility agreement and establish terms and conditions necessary to ensure that Metro area waste is properly managed and disposed in accordance with the Metro Code and Regional Waste Plan; and

WHEREAS, the Metro Council has included Recology Organics – North Plains as a designated facility of the system authorized to accept Metro area waste.

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



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1. Acceptable Metro Area Waste.

- a. The facility may accept the following types of Metro area waste:
 - (1) Source-separated yard debris;
 - (2) Source-separated untreated and unpainted wood waste;
 - (3) Source-separated agricultural waste; and
 - (4) Residential food waste.
- b. The facility may not accept Metro area waste other than that permitted by this Agreement or otherwise authorized in writing by Metro.

2. Prohibited Metro Area Waste.

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

- a. Commercial food waste generated within the Metro jurisdictional boundary; and
- b. Any material or waste prohibited by DEQ, Washington County or by any applicable permits held by the facility.

3. Material Management.

- a. The facility must process all incoming Metro area waste that meets the facility's acceptance criteria into finished compost.
- b. The facility may combine and jointly process Metro area waste with other waste originating from outside the Metro jurisdictional boundary.
- c. If the facility receives Metro area waste that does not meet the facility's acceptance criteria and is not suitable for processing as specified in the Metro operating plan as provided in Section 7, the facility must notify Metro of the source, type and quantity of the waste received and may transport the waste to a Metro designated facility for disposal.
- d. The facility must receive, manage and process all Metro area waste in accordance with all applicable local, state and federal laws, rules, regulations, ordinances, orders and permits.

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4. Regional System Fee and Excise Tax.

- a. Metro area waste received and processed at the facility in accordance with this Agreement and all applicable regulations is exempt from the regional system fee and excise tax in accordance with Metro Code Chapters 5.02 and 7.01.
- b. If Metro area waste received at the facility does not meet the facility's acceptance criteria or the facility is otherwise unable to process the waste received as required in this Agreement, the facility must pay to Metro an amount equal to the:
 - (1) Regional system fee, as provided in Metro Code Chapter 5.02, for each ton or portion thereof of unprocessed Metro area waste received at the facility that is ultimately transported to a disposal site; and
 - (2) Excise tax, as provided in Metro Code Chapter 7.01, for each ton or portion thereof of unprocessed Metro area waste received at the facility that is ultimately transported to a disposal site.
- c. The facility must pay the accumulated regional system fees and excise taxes to Metro by the last day of the month for waste disposed of in the preceding month in accordance with this Agreement and Metro Code provisions applicable to the collection, payment and accounting of those fees and taxes. Metro will assess a finance charge on all delinquent regional system fees and excise taxes required to be remitted under Metro Code Chapters 5.02 and 7.01.

5. Term of Agreement.

The term of this agreement is from January 1, 2022 through December 31, 2026, unless terminated earlier.

6. Facility Compliance with Supplemental Operating Requirements.

- a. The facility must comply with the requirements of this Agreement and Exhibit A, which includes supplemental operating requirements. 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 rules.

7. 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. The facility must maintain a copy of the Metro Plan

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- 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.
 - 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 that identification. This includes without limitation:
 - (1) Procedures for establishing whether incoming waste is Metro area waste;
 - (2) A set of objective criteria for accepting and rejecting loads;
 - (3) Procedures for inspecting incoming loads for the presence of Metro area waste that is prohibited under Section 2;
 - (4) Procedures for managing and transporting to appropriate facilities any prohibited Metro area waste discovered at the facility;
 - (5) Procedures for assessing and reporting each incoming load to verify the type of Metro area waste;
 - (6) Procedures for receiving, processing, storage, and transfer of Metro area waste; and
 - (7) 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 changes. Metro will review the Metro Plan to ensure compliance with this Agreement.
 - e. The facility must comply with the provisions of the Metro Plan. 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.
8. Record Keeping and Audits.
- a. The facility must maintain complete and accurate records of all solid waste received, processed, stored, or transferred at the facility, regardless of the point of generation. These records include the information specified in Metro's reporting instructions document titled, *Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility*

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Agreements. This reporting requirement document is subject to revision by Metro at any time and the facility must comply with all revised reporting requirements upon being notified in writing by Metro.

- b. The facility must make these records available to Metro for inspection, auditing, and copying. The facility must use sequentially numbered transaction tickets and must retain voided or canceled tickets for three years.
- c. The facility must record each inbound and outbound transaction electronically based on actual and accurate scale weights using the facility's on-site scales.
- d. The facility 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.
- e. Metro may require, at Metro's expense, that the facility submit to an independent audit conducted by an auditor chosen by Metro. The audit will address only those matters directly related to this Agreement.

9. 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*.
- b. The facility must report to Metro the records required under Section 8a in a format prescribed by Metro no later than 15 days following the end of each month.
- c. The facility must notify Metro within 24 hours of any breakdown of the facility's equipment if the breakdown will substantially impact the facility's ability to comply with this Agreement, with Metro Code or which will create off-site impacts.
- d. The facility must report any facility fires, accidents, emergencies, and other significant incidents to Metro within 24 hours of the discovery of their occurrence.
- e. The facility must notify Metro of any short term (duration of time that is more than two consecutive business days but less than 120 days in length) or long term (duration of time that is 120 consecutive days or more in length) closure of the facility.

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- f. The facility must post a sign at the scale house directing all persons disposing of Metro area waste to declare the origin of the solid waste. The facility must post the sign so that it is readily visible and legible to all persons upon arrival at the scale house. The facility must provide a map of the Metro area to all persons accessing the facility upon request.
 - g. 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 business days of issuance, a copy of any official enforcement action regarding the facility or its operation, including without limitation, a notice of violation or noncompliance with a statute, regulation, or permit condition.
 - h. The facility must provide, upon request by Metro, a list of account numbers and material codes and corresponding customer and material names for each load of Metro area waste.
 - i. The facility must provide Metro with copies of each annual *Oregon Material Recovery Survey: Individual Material Collection Report* within two business days of providing this information to DEQ.
10. Compliance with Law.
- a. The facility must fully comply with all applicable provisions of Metro Code including, but not limited to, Chapter 5.01 and the supplemental operating requirements in Exhibit A of this Agreement as applicable to a solid waste facility located within the Metro jurisdictional boundary. Those provisions are incorporated into this Agreement by reference as if specifically set forth in this Agreement. Any finding that the facility is in violation of any provision of Chapter 5.01 or the supplemental operating requirements is a breach of this Agreement.
 - b. Any finding that the facility is in violation of any applicable federal, state, regional and local laws, rules, regulations, ordinances, orders, and permits is a breach of this Agreement and constitutes good cause for termination under Section 16. DEQ termination or failure to renew the facility's Solid Waste Disposal Site Permit or Washington County Franchise Agreement constitutes good cause for termination of this Agreement under Section 16.

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11. 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 solid waste;
 - (2) At other reasonable times upon written notice given by Metro to the facility; and
 - (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 all information from which all reports required pursuant to this Agreement are derived. The review may take place at an office of the facility or at the office of an affiliate of the facility located in or near the Metro area.
- 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 solid waste or false claims that 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.

12. 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 must 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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13. 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 (collectively, “confidential information”). Metro acknowledges that, although the facility is not obligated by law to submit this 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, either 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 13a and 13b, 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 the aggregations or summaries the persons or other entities generating and delivering waste to the facility or the types and quantities of waste that specific persons or other entities generate or deliver to the facility. Metro must notify the facility within five business days of Metro's receipt of any other type of request for confidential information from a third party.
- 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 or designated “CONFIDENTIAL,” Metro has no obligation to treat that information as confidential information. Metro will treat as confidential any information so

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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. Metro will keep confidential information separate from other records and materials so that it will not be available to members of the public or 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 an Oregon district attorney or court of competent jurisdiction requires release of such information, the facility is no longer required to submit this information to Metro. In this instance, upon 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, when Metro has reasonable suspicion that a violation has occurred.

14. Dispute Resolution.

Both parties will attempt in good faith to negotiate resolutions to all disputes arising out of this Agreement. 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 \$500 per day until the facility remedies 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.



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- 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.

15. Amendment and Suspension.

The COO may amend 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
- c. If, due to a binding decision by an arbitrator or court of competent jurisdiction, Metro:
 - (1) May be liable for damages for allowing waste of a type specified in this Agreement to be transported to the facility; or
 - (2) May no longer allow a waste type to be received, processed, stored or transferred at the facility.

16. Termination.

Either of the parties may terminate this Agreement for any reason provided that the termination takes effect no sooner than 30 days after a party provides the other with written notice of its intent to terminate.

17. General Conditions.

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

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making the waiver, it must be signed by a legally 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 is 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. Metro may seek to amend this Agreement to include requirements applicable to solid waste facility that is subject to Metro Code Chapter 5.01.
- j. This Agreement is the entire agreement between the parties with respect to being a designated facility of the solid waste system.

18. Definitions.

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

- a. "Agricultural waste" means waste on farms resulting from the raising or growing of plants and animals including but not limited to crop residue, manure, animal bedding, and carcasses of dead animals.
- b. "Food waste" means waste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, coffee grounds, and other food that results from the distribution, storage, preparation, cooking, handling, selling or serving of food for human consumption. Food waste includes but is not limited to excess, spoiled or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, and peels. Food waste does not include liquids or large amounts of oils and meats which are collected for rendering, fuel production or other non-disposal applications, or any food fit for human consumption that has been set aside, stored properly and is accepted for donation by a charitable organization and any food collected to feed animals in compliance with applicable regulations.



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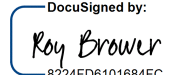
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- c. “Metro area waste” means solid waste generated from within the Metro jurisdictional boundary, including solid waste generated from outside the boundary if mixed in the same vehicle or container with solid waste generated from inside the boundary, unless the facility is provided with documentation establishing the weight of the solid waste generated from inside the boundary.
- d. “Residential Food Waste” means source-separated yard debris mixed with residential food waste from a curbside collection program adopted or otherwise authorized by a local government.

**RECOLOGY OREGON
COMPOST INC. DBA
RECOLOGY ORGANICS –
NORTH PLAINS**

METRO

By: 
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By: 
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Name: Steve Brum

Name: Roy W. Brower

Title: VP & Group Manager, Pacific Northwest

Title: Waste Prevention and Environmental Services Director

Date: December 16, 2021

Date: December 17, 2021



600 NE Grand Ave.
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oregonmetro.gov

EXHIBIT A
TO METRO CONTRACT NO. 937409

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 Metro area waste received at the facility, other waste that is commingled with Metro area waste, and processing residual.



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1.0	GENERAL MANAGEMENT REQUIREMENTS	
1.1	Acceptance of Metro area waste	The facility may accept the Metro area waste described in Section 1 of the Agreement for processing and production of compost as described in the Metro Plan.
1.2	Management of Metro area waste	<p>The facility must:</p> <ol style="list-style-type: none"> 1. Process all incoming Metro area waste that meets the facility's acceptance criteria described in the Metro Plan into compost. 2. Make reasonable attempts to remove contamination. 3. Process all incoming Metro area waste that meets the facility's acceptance criteria described in the Metro Plan in a timely manner to control and minimize nuisance impacts at the facility.

2.0	LIMITATIONS AND PROHIBITIONS	
2.1	Prohibited wastes	<ol style="list-style-type: none"> 1. The facility must not knowingly receive, process, reload or dispose of any Metro area waste not authorized in this Agreement. 2. The facility must not knowingly receive any Metro area waste that is not suitable for processing.
2.2	No disposal of recyclable materials	<ol style="list-style-type: none"> 1. The facility must not transport unprocessed Metro area waste that meets the acceptance criteria described in the Metro Plan, to a disposal site without written approval from Metro. 2. If the facility unknowingly receives Metro area waste that does not meet the acceptance criteria described in the Metro Plan, the facility may transport that unprocessed waste to a Metro designated facility for disposal without processing. 3. The facility must notify Metro of any unprocessed Metro area waste that it transports to disposal as provided in Section 2.2.2. The facility must identify the reason that the waste was rejected from processing and remit to Metro the applicable fees and taxes for the entire load as described in the Agreement.
2.3	Pile size limitation	No material stockpile or active compost pile may exceed the dimensions allowed under Oregon Fire Code.



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 that is 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 Metro 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.
3.2	Fire prevention	<ol style="list-style-type: none"> 1. The facility must provide fire prevention, protection, and control measures, including but not limited to: <ol style="list-style-type: none"> (a) Adequate water supply for fire suppression; and (b) Adequate equipment for the isolation of potential heat sources and/or flammables from processing and storage areas. 2. The facility must comply with all applicable Oregon Fire Code requirements.
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. 2. Maintain access roads to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather. 3. 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. 4. Post signs to inform customers to not queue on public roadways. 5. Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site covering and uncovering of loads.



<p>3.4</p>	<p>Managing prohibited wastes</p>	<ol style="list-style-type: none"> 1. The facility must reject prohibited waste upon discovery and must properly manage and dispose of prohibited waste when unknowingly received. 2. The facility must maintain a load-check program to prevent the acceptance of waste that is prohibited by the Agreement. This program must include at a minimum: <ol style="list-style-type: none"> (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 agreement. (b) Containment area. The facility must maintain 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 facility must maintain records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste and make these records available for review by Metro. 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 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</p>	<p>Storage and exterior stockpiles</p>	<p>The facility must:</p> <ol style="list-style-type: none"> 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. 4. Not retain recovered or source-separated materials for longer than 180 days unless such material is composting feedstock that is received and managed according to this Agreement and the Metro Plan.



		5. Comply with all applicable Oregon Fire Code and applicable local requirements including but not limited to site access and pile size requirements.
3.6	Dust, airborne debris and litter	<p>The facility must:</p> <ol style="list-style-type: none"> 1. Operate in a manner that controls and minimizes the generation of dust, airborne debris and litter, and which prevents its migration beyond property boundaries. 2. 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. 3. 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. 4. Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site. 5. 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. 6. Maintain on-site facility access roads to control and minimize dust and the tracking of mud, gravel or other debris off-site.
3.7	Odor	<p>The facility must:</p> <ol style="list-style-type: none"> 1. Operate in a manner that controls and minimizes the generation of odors that are detectable off-site. 2. Follow procedures in the Metro Plan for minimizing odor at the facility.
3.8	Vectors (e.g. birds, rodents, insects)	<p>The facility must:</p> <ol style="list-style-type: none"> 1. Operate in a manner that is not conducive to harboring 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; and 2. Implement vector control measures if vectors are present or detected at the facility.
3.9	Noise	The facility must operate in a manner that controls and minimizes any noise sufficient to causes adverse off-site impacts and meets applicable regulatory standards and land-use regulations.



3.10	Water contaminated by solid waste and solid waste leachate	<p>The facility must:</p> <ol style="list-style-type: none"> 1. Operate consistent with an approved DEQ stormwater management plan or equivalent. 2. Control storm water run-off that has contacted compost materials including, but not limited to, feedstocks. 3. 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	Complaints	<ol style="list-style-type: none"> 1. The facility must respond to all complaints in a timely manner. 2. The facility must record the following information for every complaint it receives: <ol style="list-style-type: none"> (a) Type of complaint (for example odor, dust, notice, litter, etc.); (b) Date the complaint was received; (c) Name, address and telephone number of the complainant; and (d) Descriptions of the actions the facility took in response to the complaint, whether successful or unsuccessful. 3. The facility must retain each complaint record for a period of not less than one year and make these records available to Metro upon request.
3.13	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>