



Solid Waste Facility License Application

Application packet for a new license, license renewal,
change of authorization request or change in ownership
for facilities that:

- Process non-putrescible (dry) waste
- Reload solid waste
- Compost or reload yard debris
- Process source separated recyclable materials

Issued January 2022

oregonmetro.gov

Metro
Waste Prevention and Environmental Services
600 NE Grand Ave.
Portland, OR 97232-2736
SWICC@oregonmetro.gov

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

This packet contains an application for a Metro Solid Waste Facility License. You may also want to review the relevant sections of Metro Code. Metro Code Chapter 5.01 identifies which solid waste facilities and activities require a Metro license. You can access the Metro Code via the Metro website at www.oregonmetro.gov/metro-code.

Metro staff will generally review an application for completeness within 15 business days of receipt and notify the applicant whether their application is deemed to be complete. If an application is incomplete, Metro will notify the applicant as to what additional information is required.

Application for a new Solid Waste Facility License

An applicant seeking a new Metro Solid Waste Facility License must first attend a pre-application conference before submitting an application. The purpose of the pre-application conference is for Metro to obtain a description of the proposed solid waste facility and provide the applicant with information regarding the applicable requirements for the proposed operation. The conference also provides the applicant with an opportunity to discuss the application process and to identify any potential issues specific to its proposal. An applicant should prepare for the pre-application conference by reviewing application forms and drafting responses before the conference. To schedule a pre-application conference, contact Joanna Dyer, Metro's Solid Waste Authorization Coordinator at 971-401-0976 or via email at SWICC@oregonmetro.gov.

After completing the pre-application conference, an applicant seeking a new license must submit to Metro a completed *Solid Waste Facility License Application* form and provide all additional information as required. Metro will generally approve or deny a new license within 180 days after Metro deems the application to be complete. The fee for filing a license application is \$300. See Metro Code Chapter 5.01 for more information regarding the issuance of a license.

Renewal of an Existing License

An applicant seeking to renew an existing license without substantive changes to the current authorization must submit a completed *Solid Waste Facility License Application* form and provide all additional information as required, unless Metro staff directs otherwise. License renewal applications must be submitted not less than 120 days before the current license expires. If a licensee fails to submit a timely renewal application, the licensee's authority to operate may lapse. Additionally, Metro is not obligated to renew a license earlier than the expiration date of the existing license even if the licensee files a renewal application more than 120 days before the existing license expires. The fee for filing a license renewal application is \$300. See Metro Code Chapter 5.01 for more information regarding the renewal of licenses.

Change of Authorization to an Existing License

An applicant seeking a change of authorization for an existing license (other than renewal) must submit to Metro a completed *Solid Waste Facility License Application* form and provide all additional information as required unless Metro staff directs otherwise. The applicant cannot implement the requested change of authorization until Metro approves it in writing. The fee for filing a change of authorization application is \$100. See Metro Code Chapter 5.01 for more information regarding changes of authorization for licenses. Metro may require the applicant to apply for a new license if there is a significant change in the types of solid waste accepted or activities performed at a facility.

Transfer of Ownership or Control of an Existing License

An applicant seeking to transfer ownership or control of an existing license must submit to Metro a completed *Solid Waste Facility License Application* form and provide all additional information as required, unless Metro staff directs otherwise. See Metro Code Chapter 5.01 for more information regarding requirements for the transfer of ownership for a licensed facility.

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

INSTRUCTIONS

1. Complete all applicable parts of application.
2. Review confidentiality section and sign last page of application.
3. Attach required documents. *(If submitting printed copies, please print double-sided.)*
4. Submit application, attachments and application fee using one of the following methods:

a. **Online:**

- Email the completed application to SWICC@oregonmetro.gov. Contact Joanna Dyer for assistance with large files (contact information below).
- Call Metro's Accounts Receivable at 503-797-1620 to pay the application fee by credit card.

b. **By Mail:** Mail the completed application and a check for the application fee to:

Metro
Waste Prevention and Environmental Services
Attn: Joanna Dyer
600 NE Grand Avenue
Portland, OR 97232-2736

Questions? Contact Joanna Dyer, Metro's Solid Waste Authorization Coordinator, at 971-401-0976 or joanna.dyer@oregonmetro.gov.

PART 1 – Standard License Application Information

1. Applicant (Licensee)	
Facility Name:	S&H Logging Supplies & Recycling (dba)
Company Name:	S&H Logging Co, Inc.
Facility Street Address, City, State, Zip:	20200 SW Stafford Rd Tualatin OR 97062
Facility Mailing Address, City, State, Zip:	20200 SW Stafford Rd Tualatin OR 97062
Contact Person & Title:	Marci Stroupe
Phone Number:	[REDACTED]
E-mail Address:	Marci@shbark.com

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

2. Type of Application (please check one)

<input type="checkbox"/>	New license <i>Date of Pre-Application Conference:</i> _____	<i>Current Metro Solid Waste Facility License Number:</i> L-045-11A
<input checked="" type="checkbox"/>	Renewal of an existing license	
<input type="checkbox"/>	Change of authorization to an existing license (other than a renewal) <i>Please describe the proposed change below in Section 4.</i>	
<input type="checkbox"/>	Transfer of ownership or control of an existing license	

3. Type of facility (please check one)

<input type="checkbox"/>	Non-putrescible (dry) waste material recovery facility
<input type="checkbox"/>	Source-separated recyclable material recovery facility
<input type="checkbox"/>	Source-separated food waste reload facility
<input checked="" type="checkbox"/>	Yard debris reload facility
<input type="checkbox"/>	Yard debris composting facility
<input type="checkbox"/>	Other solid waste reload or processing facility

4. If seeking a change of authorization to an existing license, please explain the proposed change below (attach additional pages if necessary). Complete all remaining sections of this form as they pertain to the request.

--

5. Applicant's Owner or Parent Company

(Provide information for all owners and corporate structure if applicable)

Company Name:	Duane Stroupe
Mailing Address, City, State, Zip:	20200 SW Stafford Rd Tualatin OR 97062
Contact Person & Title:	Marci Stroupe
Phone Number:	██████████
E-mail Address:	Marci@shbark.com

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

6. Site Operator (if different from Applicant)

Company Name:	
Mailing Address, City, State, Zip:	
Contact Person & Title:	
Phone Number:	
E-mail Address:	

7. Site Description

Tax Lot(s): 3900, 4000, 4100, 4500	Section: 28	Township: 2	Range: IE
------------------------------------	-------------	-------------	-----------

8. Land Use

Present Land Use Zone:	RRFF-5	
Is proposed use permitted outright?	<input checked="" type="checkbox"/> Yes If yes, attach a copy of the <i>Land Use Compatibility Statement</i> (See Attachment D).	<input type="checkbox"/> No
Is a conditional use permit necessary for the facility?	<input type="checkbox"/> Yes If yes, attach a copy of the <i>Conditional Use Permit</i> (See Attachment F)	<input checked="" type="checkbox"/> No
Are there any land use issues presently pending with the site?	<input type="checkbox"/> Yes If yes, please explain the land use issues below.	<input checked="" type="checkbox"/> No
Description of the pending land use issues identified above:		
Are any permits required from the Oregon Department of Environmental Quality (DEQ)?	<input type="checkbox"/> Yes If yes, please list all DEQ permits below and attach copies with this application (see Attachment F).	<input checked="" type="checkbox"/> No
Listing of all required DEQ permits:		
Are any other local permits or building codes required?	<input type="checkbox"/> Yes If yes, please list all other required permits below and attach copies with this application (see Attachment F).	<input checked="" type="checkbox"/> No

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

Listing of other required permits:

9. Land Owner

Is the applicant the sole owner of the property on which the facility is located?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No If no, please complete this section with additional pages if necessary and attach a completed <i>Property Use Consent Form</i> (see Attachment E).
Property Owner:	Duane Stroupe	
Mailing Address, City, State, Zip:	20200 SW Stafford Rd Tualatin OR 97062	
Phone Number:	503-638-1011	
E-mail Address:	Duane@shbark.com	

10. Public/Commercial Operations

Will the facility be open to the public (e.g., non-commercial self-haul customers)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will the facility be open to non-affiliated commercial solid waste collectors?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will the facility accept waste from outside the boundary of Metro?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

11. Operating Hours and Traffic Volume

	Public (non-commercial self-haul)	Commercial Affiliated	Commercial Non-Affiliated
Operating Hours	7:00 AM – 5:00 PM	7:00 AM – 5:00 PM	7:00 AM – 5:00 PM
Customer Hours (if different)			
Estimated Vehicles Per Day	60	10	50

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

12. Inbound Waste/Feedstock by Type

Identify the types of waste/feedstock and annual tonnage amounts that the applicant expects to receive at the facility. Also, identify how the applicant will manage each waste stream, the expected tip fees that the applicant will post at the facility, and the length of time required to process each waste stream (attach additional pages if necessary).

Waste/Feedstock Type	Accepted at Facility	Expected Annual Tonnage Amount	Type of Activity to be Performed on Waste	Expected Tip Fee (per Ton)	Estimate the maximum and typical lengths of time required to process each day's receipt of each waste/feedstock type
Source-Separated Wood:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3500.00	Grind & Load	\$140.00	24-72 Hours
Source-Separated Yard Debris:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7000.00	Grind & Load	\$160.00	24-48 Hours
Source-Separated Yard Debris Combined with Residential Food Waste:	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Source-Separated Commercial and Other Food Waste:	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Inerts (e.g., rock, concrete, etc.):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	12500.00	Crush	\$43.75	Stockpile & Crush Periodically e.g. Every 2 Months
Non-Putrescible (dry) Waste:	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Source-Separated Recyclables:	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Special Wastes (please specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Petroleum Contaminated Soil:	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Putrescible (wet) waste:	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Other Waste/Feedstocks (please specify): Fill Dirt	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	18500.00	Screen	\$54.00	Stockpile & Screen Periodically e.g. Every 2 Months
Other Waste/Feedstocks (please specify): Chips	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3600.00	Load	\$64.00	Gets added to our pile of chipped wood daily

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

13. Inbound Waste/Feedstock by Generator

Identify the generator type and the expected annual tonnage of waste/feedstock that the facility will receive and recover from each type. Add additional rows if necessary.

Generator Type*	Tons Received**	Tons Recovered**	Tons Residual**
Commercial	30050	29749.50	300.50
Residential	15050	14899.50	150.50
TOTAL TONS:	45100	44649	751

* Example: commercial, residential, self-haul, etc.

** Tons received = tons recovered + tons residual

14. Outbound Waste and Materials

List the expected destination and amount of each type of outbound solid waste and materials that the applicant expects to transport from the facility (attach additional pages if necessary).

Destination Site (Name and address)	Waste/ Material Type	Expected Annual Tonnage	Purpose Of Delivery*
S&H Cornelius 1045 N 4 th Ave Cornelius OR 97113	Yard Debris-Grindings	3500.00	Compost Production
S&H Dayton 14425 SE Wallace Rd Dayton OR 97114	Yard Debris-Grindings	3500.00	Compost Production
Various Construction Companies	Fill Dirt	18000.00	Development
Various Construction Companies	Crushed Recycled Concrete	8000.00	Roads, Foundation Bases
S&H Facilities	Crushed Recycled Concrete	4000.00	Build/Maintain roads
S&H Tualatin-Stays on Site	Wood Grindings	3500.00	Hog Fuel Production
S&H Tualatin-Stays on Site	Chips	3600.00	Hog Fuel Production

*Example: disposal, recovery, land reclamation, beneficial use, etc.

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

15. Subcontractors

Provide the name, address and function of all subcontractors involved in the facility operations, if applicable (this does not include janitorial staff):

Name	Address	Function

PART 2 – Standard Attachments to License Application

New License, License Renewal and Change of Authorization

- The applicant must provide a current version of all of the following attachments with each application unless otherwise directed by Metro.
- The applicant must clearly label each attachment submitted as part of the application. A description of each attachment is provided in Appendix A.

Check if included	Attachment
<input checked="" type="checkbox"/>	Attachment A: Site Plan
<input checked="" type="checkbox"/>	Attachment B: Operating Plan
<input checked="" type="checkbox"/>	Attachment C: Proof of Insurance
<input checked="" type="checkbox"/>	Attachment D: Land Use Compatibility Statement (LUCS)
<input type="checkbox"/>	Attachment E: Property Use Consent Form (This form is not necessary if the property is solely owned by the applicant)
<input type="checkbox"/>	Attachment F: Required Permits
<input type="checkbox"/>	Attachment G: Facility Design Plan (NEW CONSTRUCTION ONLY)

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

PUBLIC NOTICE AND CONFIDENTIAL INFORMATION

- This application and all of the supporting documentation that the applicant provides is subject to Metro's public notice procedures. Metro will notify and provide the public with an opportunity to review and comment on the proposed application. The public notice may include, but is not limited to, posting the complete application on Metro's website.
- The applicant may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the applicant that are directly related to the proposed application and that are submitted to or reviewed by Metro. The applicant must prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" before submitting the information to Metro. Subject to the limitations and requirements of ORS Chapter 192 (public records law) and other applicable laws, Metro will treat as confidential any information so marked and will make a good faith effort to not disclose that information unless Metro's refusal to disclose the information would be contrary to applicable Oregon law.
- These conditions do not limit the use of any information submitted to or reviewed by Metro for regulatory purposes or in any enforcement proceeding. In addition, Metro may share any confidential information with representatives of other governmental agencies provided that, consistent with Oregon law, those representatives agree to continue to treat the information as confidential and make good faith efforts to not disclose the information.

APPLICANT CERTIFICATION

An authorized agent of the applicant must sign this application. Metro will not accept an application without a signature.

I certify that the information contained in this application is true and correct to the best of my knowledge. I agree to notify Metro within 10 days of any change in the information submitted as a part of this application.

Signature of authorized agent  Date 2-15-22
Print name Marci Stroup
Title V.P.
Email marci@shbark.com Phone 

Solid Waste Facility License Application

Appendix A: Description of required attachments



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

Appendix A: Description of required attachments

ATTACHMENT A: SITE PLAN

The applicant must submit a facility design plan showing the location of the facility at an appropriate scale. An aerial photograph, Google image or scaled drawing is acceptable, and must include all of the information described below, labeled in a legible manner. If any portion of facility operations takes place within an enclosed building, submit a separate image or diagram labeling the required information for internal operations.

- 1) Property and External Operations. Identify the location of:
 - a) The facility site, including all property boundaries
 - b) Access roads
 - c) All buildings on the property (existing and proposed)
 - d) Scale(s) and scale house(s)
 - e) Fencing and gates
 - f) Paved areas
 - g) Vegetative buffer zones and berms
 - h) Bioswales, if present on site
 - i) Exterior storage areas or stockpiles of solid waste accepted by the facility as indicated in the application, including maximum pile height
 - j) Storage areas for the temporary containment of prohibited waste that the facility inadvertently receives, while awaiting proper removal or disposal of the prohibited waste. (The facility must cover and enclose the containment areas and construct them in a manner to prevent leaking and contamination.)
 - k) Water sources for fire suppression
 - l) All receiving, processing, reload and storage areas
 - m) Load checking areas (as applicable)
 - n) On-site traffic flow patterns
 - o) Facility signage
 - p) COMPOST FACILITY ONLY: Compost/curing piles/windrows, aeration systems including bio-filters, or enclosed structures to prevent odors from being detected offsite
 - q) COMPOST FACILITY ONLY: The prevailing wind direction, by season, identified on a map or aerial photograph
- 2) Internal operations. Identify the location of:
 - a) All receiving, processing and reload areas
 - b) Load checking areas
 - c) Storage areas for solid waste accepted by the facility as indicated in the application
 - d) Storage areas for the temporary containment of prohibited waste that the facility inadvertently receives, while awaiting proper removal or disposal of the prohibited waste. (The facility must cover

Solid Waste Facility License Application

Appendix A: Description of required attachments



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

and enclose the containment areas and construct them in a manner to prevent leaking and contamination.)

- e) Traffic flow patterns within buildings
- f) Compactor or other processing equipment
- g) Fire suppression equipment

ATTACHMENT B: OPERATING PLAN

The applicant must submit an operating plan for review and approval by Metro, subject to any additional elements as required in the license - if one is approved and issued. The operating plan must describe the following, at a minimum:

- 1) Types of solid wastes the facility will accept
- 2) Procedures for material recovery including:
 - a) Procedures for segregating and managing loads of incoming source-separated recyclables from other materials
 - b) Procedures for recovering materials from solid waste, including equipment to be used on site (e.g. sorting lines, hand picking, magnets, etc.)
- 3) Procedures for managing waste and other materials; identify the type of equipment that will be used to process, reload and transport waste to a processing facility or disposal site
- 4) Description of the general markets for the material(s) recovered at the facility
- 5) Procedures for measuring and keeping records of the amount of materials received, recovered, and disposed. These procedures must comply with Metro's record keeping and reporting requirements as described in *Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements*.
- 6) Procedures for inspecting loads, including:
 - a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes
 - b) Objective criteria for accepting and rejecting loads
 - c) Protocol for identifying, isolating and testing material that may contain asbestos
- 7) Procedures for storage of waste and other materials including:
 - a) Description of waste types that will be stored on site
 - b) Procedures for managing stockpiles
 - c) Procedures for removing waste and other materials off site at sufficient frequency to avoid creating material degradation, nuisance conditions or safety hazards
- 8) Procedures for rejecting or managing prohibited wastes including:
 - a) Procedures for rejecting, managing, reloading and transporting any hazardous, prohibited or unauthorized wastes discovered at the facility to an appropriate facility or disposal site
 - b) Procedures and methods for notifying generators to not place hazardous waste or other prohibited waste in drop boxes or other collection containers destined for the facility

Solid Waste Facility License Application

Appendix A: Description of required attachments



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

- 9) Procedures for odor mitigation, including:
 - a) A management plan that the facility will use to control and minimize odors of any derivation from the facility including odorous loads
 - b) Procedures for receiving and recording odor complaints, immediately investigating any odor complaints to determine the cause of odor emissions, and promptly correcting any odor problem at the facility
- 10) Procedures for controlling and minimizing nuisances and other offsite impacts including: noise, vectors, dust and litter. These procedures must include a description of the methods that the facility will use to encourage its customers to cover waste loads delivered to the facility.
- 11) Procedures the facility will follow in case of a fire or other emergency
- 12) Procedures for fire prevention, protection and control measures used at the facility.
- 13) Closure procedures and costs required to:
 - a) Properly close the facility and cease further solid waste activities; and
 - b) Restoring the site to its condition before the applicant engaged in the licensable activity. Closure may include, but is not limited to, removal of all on-site solid waste stockpiles accumulated after Metro issued a Metro Solid Waste Facility License.

ATTACHMENT C: INSURANCE

The applicant must submit proof of the following types of insurance, covering the applicant, its employees, and agents:

- 1) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis. The policy must include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed operations. All insurance coverage must be a minimum of \$1,000,000 per occurrence.
- 2) 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.
- 3) The General Liability policy must name Metro, its elected officials, departments, employees, volunteers and agents as ADDITIONAL INSURED. The applicant must include the additional insured endorsement along with the certificate of insurance.
- 4) Certification of Workers' Compensation insurance that meets Oregon statutory requirements including employer's liability with limits not less than \$1,000,000 per accident or disease. If the applicant or licensee has no employees and will perform the work without the assistance of others, you may attach a certificate to that effect in lieu of the certificate showing current Workers' Compensation.

ATTACHMENT D: LAND USE COMPATIBILITY STATEMENT (LUCS)

The applicant must submit the following information:

A copy of a completed Metro LUCS or DEQ LUCS. The Metro LUCS is available at www.oregonmetro.gov/solidwasteforms.

Solid Waste Facility License Application

Appendix A: Description of required attachments



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

ATTACHMENT E: PROPERTY USE CONSENT FORM

The applicant must submit the following information if required in Part 1, section 9, of this application.

A copy of a completed Property Use Consent Form, available at www.oregonmetro.gov/solidwasteforms.

ATTACHMENT F: REQUIRED PERMITS

The applicant must submit the following information:

- 1) A copy of any required permit, license or franchise that a governing body or agency (whether federal, state, county, city or other) has granted or issued to the applicant, including, but not limited to DEQ disposal site permit, DEQ 1200-Z stormwater permit (first page only) and Conditional Use Permits. If the governing body or agency has not yet issued the required permit, license or franchise, the applicant must provide a copy of the application it submitted. Metro may also request copies of correspondence pertaining to any required permit, license or franchise.
- 2) New facilities: A copy of all applications for necessary DEQ permits and any other information required by or submitted to DEQ.

ATTACHMENT G: FACILITY DESIGN PLAN (NEW CONSTRUCTION ONLY)

The applicant must submit a facility design plan that addresses the topics outlined below. Application submittals such as facility design plans, building plans, site plans and specifications must be prepared, as appropriate, by persons licensed in engineering, architecture, landscape design, traffic engineering, air quality control and design of structures.

- 1) Facility overview that includes a description of the following:
 - a) Facility design and technology
 - b) Buildings and major equipment (existing and proposed)
 - c) Construction timeline (as applicable)
 - d) Types of wastes to be processed
 - e) Residuals management procedures
- 2) Dust, odor, airborne debris and litter:
 - a) Submit a proposed design or existing design plan that identifies the location of all areas for load checking, receiving/tipping, mixing, processing, reloading and storage for all materials.
 - b) Compost facility only: provide locations for compost/curing piles/windrows, aeration systems including bio-filters, or enclosed structures to prevent odors from being detected offsite.
 - c) Describe control measures to prevent odors, fugitive dust, airborne debris and litter. Describe how the facility design will provide for shrouding and dust prevention for the receiving area, processing area, storage area, reload area, all waste processing equipment and all conveyor transfer points where dust is generated.
- 3) Fire prevention:

Submit proof of compliance with local and state fire codes.
- 4) Adequate vehicle accommodation:

Provide documentation to demonstrate that the facility will provide adequate on-site areas at the facility's entrance, scales, loading and unloading points and exit points to allow safe queuing off public

Solid Waste Facility License Application

Appendix A: Description of required attachments



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

roads and right-of-way given the number and types of vehicles expected to use the facility during peak times.

5) Stormwater and leachate:

Submit a DEQ (or equivalent) approved plan with pollution control measures to protect surface and ground waters, including runoff collection and discharge and equipment cleaning and washdown water.

6) A compost facility must submit a written description of the following (in addition to the items listed in subsection 1):

- a) Feedstock receiving procedures
- b) Feedstock pretreatment and contaminant removal procedures and equipment (as applicable)
- c) Feedstock processing details and methods
- d) Dewatering and liquids management (as applicable)
- e) Pathogen reduction / control procedures (as applicable)
- f) Monitoring, quality control and testing



highlighted = paved area

UPDATED OPERATING PLAN
&
ODOR MINIMIZATION PLAN

February 2022

For

Metro Yard Debris Reload Facility License # L-045-11

S&H Logging Co., Inc.

Yard Debris Reload

at

20200 SW Stafford Road

Tualatin, OR 97062

1. Purpose
2. Plan Compliance

S&H will operate the facility in accordance with this Operating Plan

3. Plan Maintenance

The operator will revise the Operating Plan as needed to keep it current with facility conditions, procedures, and requirements.

4. Access to Operating Plan

S&H will maintain a copy of the Operating Plan in the office where facility personnel and Metro representatives have access to it.

5. Procedures for Inspecting Loads

- The types of solid wastes to be accepted and handled at the facility are yard debris, wood waste, concrete, and dirt.
- Loads are inspected by staff at the check-in office and drivers are asked if they have any prohibited wastes. In addition, the ground crew, loader, and track-hoe operators inspect loads as they are dumped in the staging area.
 - If loads in trucks and trailers are seen to contain more than 10% prohibited wastes these loads will be rejected. If these loads are dumped first (such as with compacted loads), the load is assessed for the amount of contamination and

how badly the prohibited materials are mixed with the acceptable materials. If difficult to separate, the driver and/or company are assessed a contaminated load surcharge. The surcharge is less if separation is not difficult. Prohibited materials are immediately separated and either placed back into the customer's vehicle or placed in a dumpster.

- Workers will receive training in the following areas:
 - The materials that are prohibited and unauthorized
 - How to operate all equipment safely to prevent unnecessary exposure to prohibited and unauthorized materials
 - The personal protective clothing and equipment to be worn and used properly
 - How to inspect all incoming loads
 - Dust prevention strategies
 - The identification of ACWM and procedures for handling friable and non-friable asbestos-containing waste material
 - Emergency procedures for fire, and accidents
 - Spill prevention and response to spill events
- 6. Procedures for processing loads.
 - Yard debris, wood waste, dirt, and concrete piles are kept separate from each other in designated areas. Yard debris and wood waste are both staged on the asphalt receiving slab. All materials are processed before off-loading.
 - Yard debris is ground and piled for loading into trailers for transfer to composting facilities. Wood is ground and piled for off-loading as hog fuel.
 - Minimizing storage times, avoiding delay in processing, and managing yard debris and landscape waste during all weather conditions.
 - Transfer trailers are available every day for off-loading yard debris to the compost facility. Weather will rarely be a factor in transferring yard debris. Redundancy in equipment helps assure reliability of the transfer system and minimize delays. Two grinders are available to help maintain adequate throughput.
 - Pro-actively marketing commodities and lining up second and third-tier outlets in case market conditions deteriorate.
 - Secure off-site storage options for temporary longer-term storage (not for yard debris)
 - Storing authorized solid wastes.
 - Yard debris is processed and transferred typically within 3 days, and within hours if odorous.
- 7. Procedures for managing prohibited wastes.
 - a. Hazardous wastes.

As discussed above, hazardous wastes are not accepted. If discovered in the staging area, they will be separated and put into approved holding areas or bins until transported to appropriate disposal facilities. For instance, insecticide containers will be placed in a barrel in a safe, dry area. Workers will be trained to safely handle these materials. If questions arise about how to handle any materials suspected of being hazardous, the Metro Recycling Hotline will be called (503-234-3000).

b. Other prohibited solid wastes (i.e. food waste, putrescible waste).

Prohibited materials that are not hazardous will be pulled from the yard debris pile and place in a dumpster for transfer to Metro Central.

8. Procedures for Odor Prevention

- Methods for minimizing and controlling odors from loads received an any chipping or grinding activities at the facility (including rotting grass that is generating odors upon delivery).
 - Yard debris loads will be tipped and pushed into a pile. If odorous material is noticed by the ground and equipment workers, this will be immediately covered by woodchips (such as those from tree trimmers) that will always be kept on site for this purpose. When the covered odorous material is loaded in the transfer trailer, the water truck will be present to spray the material as it is exposed. This will lessen the generation of odors. Odorous yard debris will be processed and off-loaded as soon as possible to the compost facility.
 - Procedures for receiving, recording, replying to, and remediating odor complaints or odor problems at the facility.
 - A facility complain log will be kept, where the complainer's name, address, date, and time of complaint and nature of complaint will be recorded. The site manager will check the condition on-site and possibly off-site where the complainer is located and will discuss with the complainer the steps that will be taken to address the odor.
 - Procedures for avoiding delay in processing and managing yard debris during severe weather conditions.
 - S&H is a large company with multiple trucks and trailers, track-hoes, and loaders, providing valuable redundancy and equipment specialization to handle the most challenging tasks. Tractor trailers can be chained-up during icy road conditions. Our sites can be sanded to provide safe operation during these times. We do not expect delays in processing and transferring yard debris due to severe weather.
9. Procedures for emergencies. Describe procedures to be followed in case of fire or other emergency.

Workers will be trained in emergency response, including fire, spills, and accidents. Fire extinguishers will be readily available as will first aid and spill kits. Workers will be trained in how to use these.

- In the case of a fire in stored piles of yard debris or wood, the fire will first be contained with a loader or track-hoe while 911 is called. Metro will also be called at 503-797-1650. Matthew Kachlik, the site manager will be called.
- Response to a spill, such as fuel or hydraulic oil, will include containment as well as the use of absorbent material of pads with disposal in the dumpster. Uncontained spills or those that are likely to flow off the pavement or into bodies of water will be reported to OERS (OR Emergency Response System) at 1-800-452-0311.
- Medical or other emergencies will prompt a 911 call, as well as calling the site manager and the VP, Marci Stroupe.

10. Procedures for preventing and controlling nuisances, including noise, vectors, dust, and litter. Include a description of how you will encourage delivery of waste in covered loads.

- Signs will be used in the office and the weigh scale to notify that incoming loads must be covered.
- Noise (from machinery and vehicles): All machinery and vehicles used on-site are equipped with mufflers. Equipment is only used during operating hours. Mature landscaping and perimeter piles are used to help buffer noise migration.
- Vectors such as rodents will be discouraged by frequent off-loading of yard debris and wood waste. The short residence time of yard debris will also disrupt insect reproductive cycles. Wood waste does not offer a suitable environment for insect reproduction. Vectors have not historically been a problem at the site.
- Dust: S&H practices dust control measures throughout the year that prevents dust from becoming a nuisance.
 - Material Loading and Storage Areas: Water lines with sprinklers have been installed along the top of the concrete bins in the product storage area. These are manually turned on during dry periods to suppress dust when bins are being filled or emptied.
 - Vehicle Movement Areas: A water truck applies water frequently during dry periods to keep these drive areas moist.
 - Yard Debris/Wood Waste Processing Area: A water applicator on the grinder is used when needed to suppress dust while grinding. Water is also sprayed on the piles of feedstocks during grinding. This has proven very effective in controlling dust emissions.

11. Procedures for fire prevention, protection, and control measures used at the facility.

- The stockpiling area will be monitored regularly by employees. Yard debris will be retained on site for at most a few days. This is not long enough for heat to build up in a static pile. The same will be true with the ground hog fuel. A water truck will be available to spray water on the pile if needed. All motorized equipment will be adequately spark-protected. Welding or other possible fire hazards will be kept a distance from the storage piles.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JC

DATE (MM/DD/YYYY)

02/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Premier NW Insurance 421 High St #200 Oregon City, OR 97045 Ryan Justus		CONTACT NAME: Julie Carmicle PHONE (A/C, No, Ext): 503-742-0238 FAX (A/C, No): 503-655-2035 E-MAIL ADDRESS: jcarmicle@premiernw.net PRODUCER CUSTOMER ID #: S&HLO-1	
INSURED S & H Logging Company, Inc. dba S & H Landscape Supplies & Recycling dba Landscape Products & Supply 2020 SW Stafford Rd Tualatin, OR 97062-9731	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Firemen's Ins of Washington DC		21784
	INSURER B : SAIF Corp		36196
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 2

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	CPA 6020119	05/15/2021	05/15/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		CPA 6020119	05/15/2021	05/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
<input type="checkbox"/> HIRED AUTOS	Comp Ded \$ 2,000					
<input type="checkbox"/> NON-OWNED AUTOS	Coll Ded \$ 2,000					
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CPA 6020119	05/15/2021	05/15/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	932852 - S&H LOGGING ONLY	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine		CPA 6020119	05/15/2021	05/15/2022	Deductible 5,000
A	Property in Transit		CPA 6020119	05/15/2021	05/15/2022	Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Metro Solid Waste Facility License No. L-067-18. Metro, its elected officials, departments, employees, volunteers and agents are additional insured with respects their interest in the operations of the named insured per the CLCG0492 10/18 & CLCLCG0529 05/18. All operations of the named insured subject to policy conditions, limitations and exclusions. *SEE NOTES*

CERTIFICATE HOLDER**CANCELLATION**

METRO01

Metro
600 NE Grand Ave.
Portland, OR 97232

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

NOTEPAD:

HOLDER CODE **METRO01**
INSURED'S NAME **S & H Logging Company, Inc.**

S&HLO-1
OP ID: JC

PAGE 2

Date **02/15/2022**

Metro Licensed Facilities:

S&H Landscape Supply & Recycling, 20200 SW Stafford Rd, Tualatin
S&H Cornelius, 1045 North 4th Ave., Cornelius

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
E.	Medical Payments	See Declarations
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits 1. Bail Bonds 2. Loss Of Earnings	\$ 3,000 \$ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSURED

- 1. Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed

in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

- a.** The written contract or written agreement is:
- (1)** Currently in effect or becoming effective during the term of this policy; and
 - (2)** Fully executed by you and the additional insured prior to the "bodily

injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Persons or Organizations For Whom Operations Are Performed

- (a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and
- (b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph (a) above.
- (c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (i) Your acts or omissions; or
 - (ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

- (d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(1.2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

(ii) "Bodily injury" or "property damage" occurring after:

(1.1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(1.2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

(2) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written

contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

- (a) This insurance applies only with respect to:

- (i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- (1.2) The construction, erection or removal of elevators; or

- (1.3) The ownership, maintenance or use of any elevators covered by this insurance.

- (ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(7) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(8) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(9) Vendors

- (a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- (ii) Any express warranty unauthorized by you;

- (iii) Any physical or chemical change in the product made intentionally by the vendor;

- (iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or

- (1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

in the usual course of business, in connection with the distribution or sale of the products.

- (b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.
2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:
- a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:
- (1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or
- (2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.
- b. The insurance afforded to such additional insured only applies to the extent permitted by law.
- c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.
3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:
- The most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the written contract or written agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A manager, if you are a limited liability company; or
- (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

- (i) How, when and where the "occurrence" or offense took place;
- (ii) The names and addresses of any injured persons and witnesses; and
- (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

2. The paragraph immediately after Subparagraph **j.(6)** of Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs **(1), (3) and (4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the greater of:

a. \$300,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

(ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to

you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You:**

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

E. MEDICAL PAYMENTS

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the Medical Expense Limit shown in the Declarations.

F. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph **3.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

a. Majority interest of more than 50% if you are a corporation;

b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

- c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;
- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of **Section II – Who Is An Insured**;
- b. Current joint venture; or

- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

- 1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
- 2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions:**

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph **2.a.(1)(d)** of **Section II – Who is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLATINUM ENHANCEMENT COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CONTRACTORS' COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT
GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

A. General Liability Ultra Plus Endorsement CL CG 04 92, Provision A. Miscellaneous Additional Insureds,
is revised as follows:

1. The following is added to **(1) Persons or Organizations For Whom Operations Are Performed, c.(1)**:
 - a. If the written contract specifically requires you to provide additional insured coverage via the 10/01 edition of **CG 20 10** (aka **CG 20 10 10 01**) or via the 11/85 edition of **CG 20 10** (aka **CG 20 10 11 85**), then in paragraph **1.c.(1)(c)**, the words *caused in whole or in part by*, are replaced by the words *arising out of*.
 - b. For purposes of this additional insured coverage, the terms "you" and "your" refer to the Named Insured shown in the Declarations.

B. CONTRACTUAL LIABILITY - RAILROADS

The following coverage is added:

1. With respect to operations performed for a Railroad within 50 feet of railroad property, the definition of "insured contract" in **Section V - Definitions** is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including

those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

2. Other Insurance

For purposes of this endorsement, the following is added to the **Section IV - Commercial General Liability Conditions, 4 Other Insurance** condition and supersedes any provision to the contrary.

This insurance is excess of all other insurance that is Railroad Protective Liability or similar coverage for "your work" performed for a Railroad. But, if required by a written contract or written agreement to be primary and noncontributory, this insurance will be primary to and will not seek contribution from any insurance on which the Railroad is a Named Insured.

No other coverage or limit in the policy applies to loss or damage insured by this coverage.

C. AGGREGATE LIMITS OF INSURANCE

The following is added to **COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01**, General Aggregate Limit under **SECTION III - LIMITS OF INSURANCE**:

The General Aggregate Limit under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your

1. Projects away from premises owned by or rented to you.
2. "Locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

When paragraph **B. Construction Project General Aggregate Limit** on form **CL CG 00 20** is a part of this policy, then this endorsement **CL CG 05 29** paragraph **C. Aggregate Limits Of Insurance** does not apply.

D. BODILY INJURY REDEFINED

The definition of "Bodily injury" in the **Definitions** section of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01** is replaced by the following:

"Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Land Use Compatibility Statement (LUCS)

Solid waste application supplemental form



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

SUBMIT THIS FORM TO:

Metro

Solid Waste Compliance and Cleanup

600 NE Grand Avenue

Portland, OR 97232-2736

Tel: (503) 797-1835

Fax: (503) 813-7544

SWCC@oregonmetro.gov

RECEIVED

PAID
M.A.

FEB 11 2022

Clackamas County
Planning & Zoning Division

Metro use only

DATE RECEIVED:

DATE DEEMED COMPLETE BY METRO:

METRO Land Use Compatibility Statement (LUCS)

WHAT IS A LUCS? A Land Use Compatibility Statement is the document that Metro relies on to determine that an application to Metro for a solid waste facility license or franchise is compatible with the applicant's local land use approval.

WHEN IS A LUCS REQUIRED? A completed LUCS should accompany each application for a new Metro solid waste facility license, or franchise and any application for a change of authorization to add new activities to an existing license or franchise.

HOW TO COMPLETE A LUCS: The applicant must fill out Section 1 of the form and then submit the form to the local city or county planning office where Section 2 is completed. The local planning office will determine if the facility meets local land use requirements concerning planning and zoning. The applicant then submits the LUCS to Metro as part of its license or franchise application.

WHERE TO GET HELP: Questions on the Metro LUCS can be directed to Metro Solid Waste Compliance and Cleanup Division staff responsible for processing the Metro license or franchise application at (503) 797-1835.

SECTION 1: To be completed by the applicant:

1. Applicant Information		
Facility Name:	S+H Landscape and Recycling	
Company Name:	S+H Logging Co., Inc.	
Location Address:	Mailing Address:	
20200 SW Stafford Rd Tualatin OR 97062	20200 SW Stafford Rd Tualatin OR 97062	
Contact Person:	Marci Strape	
Phone Number:	Fax Number:	E-mail:
[REDACTED]	503-638-3134	Marci@shbark.com

Land Use Compatibility Statement (LUCS)

Solid waste application supplemental form



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

2. Site Description

Tax Lot(s): 4500, 4100,
4000

Section:
1/4 Section 29
+ NW 1/4 of
Section 28

Township:
25

Range:
1E

3. Description of the type of facility, the solid wastes to be accepted and the activities to be undertaken

A. Check all the proposed solid wastes to be accepted in the left column "Proposed waste streams". In the "Activity code" column to the right, insert the letter(s) of all the proposed activities from the list of codes (a-g) corresponding to each waste stream:

<u>Proposed waste streams</u>	<u>Activity code(s)</u>	<u>Proposed activities and codes:</u>
<input type="checkbox"/> Putrescible mixed solid waste (i.e. residential garbage)	<input type="checkbox"/>	a) Material recovery (source separated)
<input type="checkbox"/> Food waste (source separated vegetative or non-vegetative)	<input type="checkbox"/>	b) Material recovery (mixed dry waste)
<input checked="" type="checkbox"/> Yard debris	<input type="checkbox"/>	c) Composting
<input checked="" type="checkbox"/> Wood waste (clean wood waste)	EID	d) Reload / transfer
<input type="checkbox"/> Wood waste (painted or treated)	EID	e) Chipping & grinding
<input type="checkbox"/> Non-putrescible mixed solid waste (dry mixed waste)	<input type="checkbox"/>	f) Other (explain in detail)
<input type="checkbox"/> Other (explain in detail)	<input type="checkbox"/>	g) NA (not applicable)

B. Description of proposed solid wastes to be accepted and proposed waste-related activities. Please describe in detail the activity you plan to perform on each waste you accept. Add additional pages if necessary.

Yard Debris will be ground & loaded to be hauled to other sites for composting
Wood Waste will be Chipped and sold as hog fuel

4. This land use approval is being sought in conjunction with application to Metro for (check all that apply)

New ☐

Amended ☐

License ☒

Franchise ☐

SECTION 2: To be completed by a city or county planning official:

1. Name of city or county that has land use jurisdiction

Clackamas County

2. The proposed facility is located (check all that apply)

<input type="checkbox"/>	Inside city limits	<input type="checkbox"/>	Inside UGB
<input checked="" type="checkbox"/>	Outside city limits	<input checked="" type="checkbox"/>	Outside UGB

Land Use Compatibility Statement (LUCS)

Solid waste application supplemental form



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

3. Consistency with local comprehensive plan and zoning ordinance

- ☐ This facility is not regulated by the local comprehensive plan and zoning ordinance.
- ☒ This facility has been reviewed and is consistent with the local comprehensive plan and zoning ordinance.
- ☐ This facility has been reviewed and is **not** consistent with the local comprehensive plan and zoning ordinance.
- ☐ Consistency of this facility with the local comprehensive plan and zoning ordinance cannot be determined until the following local approval(s) are obtained:
- | | |
|---|---|
| <input type="checkbox"/> Conditional Use Approval | <input type="checkbox"/> Development Permit |
| <input type="checkbox"/> Plan Amendment | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Other | |

An application has been made for the local approvals checked above:

Yes



No



Local Government Planning Official - Reviewer Information:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone Number: _____

E-Mail: _____

*Reference Files 20476-13 and
20446-12 Conditional
Use and Design Review