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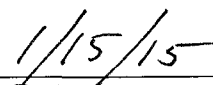
## SOLID WASTE FACILITY LICENSE No. L-044-15A

LICENSEE:	FACILITY NAME AND LOCATION:
David G. Underwood dba Woodco PO Box 5434 Aloha, OR 97006 Tel: (503) 649-5430 Fax: (503) 591-7290	Woodco 3011 SW 170 <sup>th</sup> Avenue Aloha, OR 97006 Tel: (503) 649-5430 Fax: (503) 591-7290
OPERATOR:	PROPERTY OWNER:
David G. Underwood dba Woodco PO Box 5434 Aloha, OR 97006 Tel: (503) 649-5430 Fax: (503) 591-7290	David G. Underwood dba Woodco PO Box 5434 Aloha, OR 97006 Tel: (503) 649-5430 Fax: (503) 591-7290

This license replaces and supercedes the provisions of Metro Solid Waste Facility License No. L-044-15. Metro grants this license to the Licensee named above. The Licensee is authorized to operate and maintain a solid waste facility, and to accept the solid wastes and perform the activities authorized by and subject to the conditions stated in this license.

ISSUED BY METRO:

  
\_\_\_\_\_  
Roy W. Brower, Solid Waste Compliance & Cleanup Manager

  
\_\_\_\_\_  
Date



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<b>1.0</b>	<b>ISSUANCE</b>	
<b>1.1</b>	<b>Licensee</b>	David G. Underwood dba Woodco PO Box 5434 Aloha, OR 97006 Tel: (503) 649-5430 Fax: (503) 591-7290
<b>1.2</b>	<b>Licensee contact</b>	David G. Underwood Tel: (503) 649-5430 E-mail: <a href="mailto:duwoodco@yahoo.com">duwoodco@yahoo.com</a>
<b>1.3</b>	<b>License number</b>	Metro Solid Waste Facility License No. L-044-15A
<b>1.4</b>	<b>Term</b>	The term of this license will commence on January 1, 2015, and shall expire at midnight on December 31, 2019, unless terminated sooner under Section 11.0 of this license.
<b>1.5</b>	<b>Renewal</b>	The Licensee may apply for a license renewal as provided in Metro Code Section 5.01.087.
<b>1.6</b>	<b>Facility name and mailing address</b>	Woodco PO Box 5434 Aloha, OR 97006
<b>1.7</b>	<b>Operator</b>	David G. Underwood dba Woodco PO Box 5434 Aloha, OR 97006 Tel: (503) 649-5430 Fax: (503) 591-7290
<b>1.8</b>	<b>Facility premises description</b>	Assessor map and tax lots: 1S1 070AC 601, 900 Section 7, Township 1S, Range 1W Washington County, State of Oregon
<b>1.9</b>	<b>Property owner</b>	David G. Underwood PO Box 5434 Aloha, OR 97006 Tel: (503) 649-5430 Fax: (503) 591-7290
<b>1.10</b>	<b>Permission to Operate</b>	The Licensee owns the property on which the facility is located.



<b>2.0 CONDITIONS AND DISCLAIMERS</b>		
<b>2.1</b>	<b>Guarantees</b>	This license shall not vest any right or privilege in the Licensee to receive specific quantities of solid waste at the direction of Metro during the term of the license.
<b>2.2</b>	<b>Non-exclusive license</b>	This license shall not in any way limit Metro from granting other solid waste licenses within Metro's boundaries.
<b>2.3</b>	<b>Property rights</b>	This license does not convey any property rights in either real or personal property.
<b>2.4</b>	<b>No recourse</b>	The Licensee shall have no recourse whatsoever against Metro, its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this license or because of the enforcement of the license or in the event Metro determines that the license or any part thereof is invalid.
<b>2.5</b>	<b>Indemnification</b>	The Licensee shall indemnify Metro, the Council, the Chief Operating Officer (the "COO"), and any of their employees, or agents and save them harmless from any and all loss, damage, claim, expenses including attorney's fees, or liability related to or arising out of the granting of this license or the performance of or failure to perform any of obligations under the license or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.
<b>2.6</b>	<b>Binding nature</b>	The license is binding on the Licensee. The Licensee is liable for all acts and omissions of the Licensee's contractors and agents.
<b>2.7</b>	<b>Waivers</b>	To be effective, a waiver of any terms or conditions of this license must be in writing and signed by the COO.
<b>2.8</b>	<b>Effect of waiver</b>	Waiver of a term or condition of this license shall not waive nor prejudice Metro's right otherwise to require subsequent performance of the same term or condition or any other term or condition.
<b>2.9</b>	<b>Choice of law</b>	The license shall be construed, applied and enforced in accordance with the laws of the State of Oregon.



<b>2.10</b>	<b>Enforceability</b>	If a court of competent jurisdiction determines that any provision of this license is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this license shall not be affected.
<b>2.11</b>	<b>License not a waiver</b>	This license does not relieve any owner, operator, or the Licensee from the obligation to obtain all required permits, licenses, or other clearances and complying with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
<b>2.12</b>	<b>License not limiting</b>	This license does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
<b>2.13</b>	<b>Definitions</b>	Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.01.

<b>3.0</b>	<b>AUTHORIZATIONS</b>	
<b>3.1</b>	<b>Purpose</b>	This section of the license describes the wastes that the Licensee is authorized to accept at the facility, and the waste-related activities the Licensee is authorized to perform at the facility.
<b>3.2</b>	<b>General conditions on solid waste</b>	The Licensee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this license. The Licensee is prohibited from knowingly receiving any solid waste not authorized in this section.
<b>3.3</b>	<b>General conditions on activities</b>	The Licensee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this license.
<b>3.4</b>	<b>Acceptance and management of yard debris</b>	The Licensee is authorized to accept source-separated yard debris that has not reached a state of decomposition sufficient to produce malodors detectable beyond the boundaries of the facility. The Licensee may accept yard debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
<b>3.5</b>	<b>Acceptance and management of land clearing debris</b>	The Licensee is authorized to accept source-separated land clearing debris (e.g. brush and stumps). The Licensee may accept land clearing debris for grinding and reloading to authorized facilities for composting, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.



3.6	<b>Acceptance and management of untreated wood</b>	The Licensee is authorized to accept source-separated, untreated and unpainted ("clean") wood waste (e.g. untreated lumber and wood pallets). The Licensee may accept clean wood waste for grinding and reloading to authorized facilities for composting, use in paper production, use as hogged fuel, or other useful purposes as described in an operating plan and approved in writing by the COO.
3.7	<b>Acceptance and management of painted and treated wood</b>	The Licensee is authorized to accept painted and treated wood waste, other than creosote-treated wood waste, for grinding and reloading to authorized facilities for use as hogged fuel or other useful purposes as described in an operating plan and approved in writing by the COO. The Licensee shall not use or incorporate painted and treated wood into mulch, animal bedding, compost feedstock, or any other landscaping or agricultural products unless otherwise described in an operating plan and approved in writing by the COO. The Licensee shall post signs that clearly designate the different locations for painted and treated wood waste from that of composting feedstock.
3.8	<b>Acceptance and management of inert materials</b>	The Licensee is authorized to accept inert materials (such as clean concrete, rock, soil, etc.) for the purpose of recycling, recovery, sorting, classifying, consolidating, processing, transfer, or other similar functions related to preparing these materials for useful purposes as described in an operating plan and approved in writing by the COO.
3.9	<b>Production of hogged fuel</b>	<ol style="list-style-type: none"><li>1. As authorized by Section 3.0 of this license, the Licensee is authorized to accept and process only untreated wood, painted wood, and incidental quantities of treated wood for delivery to facilities with industrial boilers for use as hogged fuel.</li><li>2. The Licensee is prohibited from mixing any other solid waste with the wood wastes described above in Section 3.9.1 for the production of hogged fuel.</li></ol>

4.0	<b>LIMITATIONS AND PROHIBITIONS</b>	
4.1	<b>Purpose</b>	This section of the license describes limitations and prohibitions on the wastes handled at the facility and waste-related activities performed at the facility.
4.2	<b>Prohibited waste</b>	The Licensee shall not knowingly receive, process, reload or dispose of any solid waste not authorized in this license. The Licensee shall not knowingly accept or retain any material



		amounts of the following types of wastes: non-putrescible waste other than that specifically allowed in Section 3.0 of this license, putrescible waste, special wastes as defined in Metro Code Chapter 5.01, creosote-treated wood or timbers, materials contaminated with or containing friable asbestos; lead acid batteries; liquid waste for disposal; vehicles; infectious, biological or pathological waste; radioactive waste; hazardous waste; any waste prohibited by the Oregon Department of Environmental Quality ("DEQ").
4.3	<b>Prohibition on mixing</b>	The Licensee shall not mix any source-separated recyclable materials, source-separated yard debris or wood wastes brought to the facility with any other solid wastes.
4.4	<b>No disposal of recyclable materials</b>	The Licensee shall not transfer source-separated recyclable materials to a disposal site.
4.5	<b>Composting prohibited</b>	This Licensee shall not keep yard debris on site long enough for more than negligible biological decomposition to begin. Yard debris shall not be stored on-site for more than seven days.
4.6	<b>Limits not exclusive</b>	This license shall not be construed to limit, restrict, curtail, or abrogate any limitation or prohibition contained elsewhere in this license document, in Metro Code, or in any federal, state, regional or local government law, rule, regulation, ordinance, order or permit.

<b>5.0</b>	<b>OPERATING CONDITIONS</b>	
5.1	<b>Purpose</b>	This section of the license describes criteria and standards for the operation of the facility.
5.2	<b>Qualified operator</b>	<ol style="list-style-type: none"> <li>1. The Licensee shall, during all hours of operation, provide an operating staff employed by the facility, and qualified and competent to carry out the functions required by this license and to otherwise ensure compliance with Metro Code Chapter 5.01.</li> <li>2. Facility personnel, as relevant to their job duties and responsibilities, shall be familiar with the relevant provisions of this license and the relevant procedures contained within the facility's operating plan.</li> <li>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 inadvertently received.</li> </ol>



5.3	<b>Fire prevention</b>	The Licensee shall provide fire prevention, protection, and control measures, including but not limited to, adequate water supply for fire suppression, and the isolation of potential heat sources and/or flammables from the processing area.
5.4	<b>Adequate vehicle accommodation</b>	The Licensee shall: <ul style="list-style-type: none"><li>a) Provide access roads of sufficient capacity to adequately accommodate all on-site vehicular traffic. Access roads shall be maintained to allow the orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather.</li><li>b) Take reasonable steps to notify and remind persons delivering solid waste to the facility that vehicles shall not park or queue on public streets or roads except under emergency conditions or as provided by local traffic ordinances.</li><li>c) Post signs to inform customers not to queue on public roads.</li><li>d) Provide adequate off-street parking and queuing for vehicles, including adequate space for on-site tarping and untarping of loads.</li></ul>
5.5	<b>Managing prohibited wastes</b>	<ol style="list-style-type: none"><li>1. The Licensee shall reject prohibited waste upon discovery and shall properly manage and dispose of prohibited waste when inadvertently received.</li><li>2. The Licensee shall implement a load-checking program to prevent the acceptance of waste that is prohibited by the license. This program must include at a minimum:<ul style="list-style-type: none"><li>a) Visual inspection. As each load is tipped, a qualified operator shall visibly inspect the load to prevent acceptance of waste that is prohibited by the license.</li><li>b) Containment area. A secured or isolated containment area for the storage of prohibited wastes that are inadvertently received. Containment areas shall be covered and enclosed to prevent leaking and contamination.</li><li>c) Records maintenance. Records of the training of personnel in the recognition, proper handling, and disposition of prohibited waste shall be maintained in the operating record and be available for review by Metro.</li></ul></li><li>3. Upon discovery, the Licensee shall remove all prohibited or unauthorized wastes or manage the waste in accordance with DEQ requirements and procedures established in the operating plan. All such wastes the Licensee inadvertently</li></ol>





		receives shall be removed for the site and transported to an appropriate destination within 90 days of receipt, unless required to be removed earlier by the DEQ or local government.
5.6	<b>Storage and exterior stockpiles</b>	<p>The Licensee shall:</p> <ul style="list-style-type: none"><li>a) Manage, contain, and remove at sufficient frequency stored materials and solid waste to avoid creating nuisance conditions, vector or bird attraction or harborage, or safety hazards;</li><li>b) Maintain storage areas in an orderly manner and keep the areas free of litter;</li><li>c) Position the exterior stockpiles within the footprints identified on the facility site plan or operating plan; and</li><li>d) Not stockpile recovered or source-separated materials for longer than 180 days (6 months).</li></ul>
5.7	<b>Dust, airborne debris and litter</b>	<p>The Licensee shall operate the facility in a manner that minimizes and mitigates the generation of dust, airborne debris and litter, and shall prevent its migration beyond property boundaries. The Licensee shall:</p> <ul style="list-style-type: none"><li>a) Take reasonable steps, including signage, to notify and remind persons delivering yard debris and wood wastes to the facility that all loads must be suitably secured to prevent any material from blowing off the load during transit;</li><li>b) Maintain and operate all vehicles and devices transferring or transporting yard debris and wood wastes from the facility to prevent leaking, spilling or blowing of such material on-site or while in transit;</li><li>c) Maintain and operate all access roads and receiving, processing, storage, and reload areas in such a manner as to minimize dust and debris generated on-site and prevent such dust and debris from blowing or settling off-site;</li><li>d) Keep all areas within the site and all vehicle access roads within ¼ mile of the site free of litter and debris generated directly or indirectly as a result of the facility's operation;</li><li>e) Maintain on-site facility access areas to prevent or control dust and to prevent or control the tracking of mud, gravel, or other debris off-site; and</li><li>f) Provide access to the facility for the purpose of uncovered load enforcement. During all times that solid waste or recyclable materials are being accepted, authorized representatives of Metro, including law enforcement</li></ul>