



METRO

**METRO SOLID WASTE FACILITY
NON-SYSTEM LICENSE**

No. N-137-16

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| LICENSEE: |
| New Earth Farm 11000 NW Jackson Quarry Road Hillsboro, OR 97124 |
| CONTACT PERSON: |
| Scott Olsen Phone: (503) 913-2641 E-Mail: scott@newearthfarm.net |
| MAILING ADDRESS: |
| 11000 NW Jackson Quarry Road Hillsboro, OR 97124 |

ISSUED BY METRO:



Paul Slyman,
Property and Environmental Services Director

12/7/15

Date

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| 1 | NATURE OF WASTE COVERED BY LICENSE |
| | Source-separated food waste that is generated by businesses and schools within the Metro boundary and collected by New Earth Farm. |

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| 2 | CALENDAR YEAR TONNAGE LIMITATION |
| | <p>(a) Licensee is authorized to deliver to the non-system facility listed in Section 3 of this license up to 264 tons per calendar year of the waste described in Section 1 of this license.</p> <p>(b) Notwithstanding subsection (a) above, Metro's Chief Operating Officer (the "COO") may amend this license to decrease the calendar year tonnage limitation based on:</p> <ul style="list-style-type: none">(i) A permit issued by the Oregon Department of Environmental Quality (DEQ) that authorizes a calendar year tonnage limitation lower than that authorized in subsection (a) above; and(ii) The Licensee's compliance with the terms of this license. |

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| 3 | NON-SYSTEM FACILITY |
| | <p>The Licensee hereunder is authorized to deliver the waste described above in Section 1 to the following non-system facility for the purpose of processing and land application at an agronomic rate allowed by DEQ:</p> <p style="text-align: center;">New Earth Farm 11000 NW Jackson Quarry Road Hillsboro, OR 97124</p> <p>This license is issued on the condition that the non-system facility listed in this section is authorized to accept the type of waste described in Section 1. If Metro receives notice from DEQ or Washington County that this non-system facility is not authorized to accept such waste, Metro may immediately modify or terminate this license pursuant to Section 10 of this license.</p> |

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| 4 | TERM OF LICENSE |
| | The term of this license will commence on January 1, 2016 and expire at midnight on December 31, 2017, unless terminated sooner under Section 10 of this license. |

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| 5 | COVERED LOADS |
| | Licensee shall suitably contain and cover, on all sides, all loads of source-separated food waste that are delivered under authority of this license to prevent spillage of waste while in transit to the non-system facility listed in Section 3. |

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| 6 | MATERIAL MANAGEMENT |
| | <p>The Licensee is authorized to deliver the waste described in Section 1 of this license to the non-system facility listed in Section 3 under the following conditions:</p> <ul style="list-style-type: none">(a) The non-system facility shall accept all solid waste that is delivered under authority of this license for the sole purpose of processing on-site. The Licensee shall not dispose of any source-separated recyclable material, except as provided in Section 7; and(b) The non-system facility shall receive, manage and process all solid waste that is delivered under authority of this license in accordance with all applicable local, state and federal laws, rules, regulations, ordinances, orders, and permits. |

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| 7 | REGIONAL SYSTEM FEE AND EXCISE TAX |
| | <p>The Licensee shall be subject to the following conditions:</p> <ul style="list-style-type: none">(a) Source-separated food waste that is delivered under authority of this license and is accepted and processed, in accordance with all applicable regulations, at the non-system facility listed in Section 3 is exempt from Regional System Fees and Excise Tax.(b) If the Licensee delivers waste under this license to the non-system facility listed in Section 3 but the material does not meet the facility's acceptance criteria (for example, the material is too contaminated for processing or composting) or the non-system facility fails to process the material as required as a condition of this license, the Licensee shall pay to Metro an amount equal to the Regional System Fee, as provided in Metro Code Title V, for each ton or portion thereof of waste delivered to the non-system facility that is ultimately delivered to a disposal site.(c) If the Licensee delivers waste under this license to the non-system facility listed in Section 3 but the material does not meet the facility's acceptance criteria (for example, the material is too contaminated for processing) or the |

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| | non-system facility fails to process and compost the material as required as a condition of this license, the Licensee shall pay to Metro an amount equal to the Excise Tax, as provided in Metro Code Title VII, for each ton or portion thereof of waste delivered to the non-system facilities that is ultimately delivered to a disposal site. |
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| 8 | REPORTING OF ACCIDENTS AND CITATIONS |
| | Licensee shall report to Metro any significant incidents (such as fires), accidents, and citations involving vehicles transporting the solid waste authorized by this license. |

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| 9 | RECORD KEEPING AND REPORTING |
| | <p>(a) The Licensee shall keep and maintain accurate records of the amount of all waste that the Licensee delivers to the non-system facility described in Section 3 of this license. These records include the information specified in <u>Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements</u>.</p> <p>(b) No later than the fifteenth (15th) day of each month, beginning with the first month following the commencement date of this license, Licensee shall transmit the records required under Section 9(a) above, that covers the preceding month, to Metro's Finance and Regulatory Services Department in an electronic format prescribed by Metro.</p> <p>(c) Licensee shall make all records from which Section 9(a) above are derived available to Metro (or Metro's designated agent) for its inspection or copying, as long as Metro provides no less than three (3) business days written notice of an intent to inspect or copy documents. Licensee shall, in addition, sign or otherwise provide to Metro any consent or waiver necessary for Metro to obtain information or data from a third party, including the non-system facility listed above in Section 3.</p> |

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| 10 | ADDITIONAL LICENSE CONDITIONS |
| | <p>This non-system license shall be subject to the following conditions:</p> <p>(a) The permissive transfer of solid waste to the non-system facility, listed in Section 3, authorized by this license shall be subordinate to any subsequent decision by Metro to direct the solid waste described in this license to any other facility.</p> <p>(b) In addition to the amendments by the COO authorized by Section 2 of this</p> |

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| | <p>license, this license shall be subject to amendment, modification, or termination by the COO in the event that the COO determines that:</p> <ul style="list-style-type: none"> i. There has been sufficient change in any circumstances under which Metro issued this license; ii. The provisions of this license are actually or potentially in conflict with any provision in Metro's disposal contract with Waste Management Disposal Services of Oregon, Inc., dba Oregon Waste Systems, Inc; iii. Metro's solid waste system or the public will benefit from, and will be better served by, an order directing that the waste described in Section 1 of this license be transferred to, and disposed of at, a facility other than the facility listed in Section 3; iv. The non-system facility listed in Section 3 fails to manage the waste subject to this license in accordance with the material management requirements described in Section 6; v. The non-system facility listed in Section 3 generates malodors that are detectable off-site; or vi. The non-system facility listed in Section 3 fails to meet the specific criteria for qualification as an agricultural operation as established by Washington County. <p>(c) This license shall, in addition to subsections (b)(i) through (b)(vi), above, be subject to amendment, modification, termination, or suspension pursuant to the Metro Code.</p> <p>(d) Licensee shall not transfer or assign any right or interest in this license without prior written notification to, and approval of, Metro.</p> <p>(e) This license authorizes delivery of solid waste only to the facility listed in Section 3. Transfer of waste generated from within the Metro boundary to any non-system facility other than that specified in this license is prohibited unless authorized in writing by Metro.</p> |
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| 11 | COMPLIANCE WITH LAW |
| | <p>Licensee shall fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders, and permits pertaining in any manner to this license, including all applicable Metro Code provisions and administrative procedures adopted pursuant to Metro Code Chapter 5.05 whether or not those provisions have been specifically mentioned or cited herein. All conditions imposed on the collection and hauling of the licensee's solid waste by federal, state, regional or local governments or agencies having jurisdiction over solid waste generated by the licensee shall be deemed part of</p> |

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| | this license as if specifically set forth herein. |
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| 12 | INDEMNIFICATION |
| | Licensee shall defend, indemnify and hold harmless Metro, its elected officials, officers, employees, agents and representatives from any and all claims, demands, damages, causes of action, or losses and expenses, or including all attorneys' fees, whether incurred before any litigation is commenced, during any litigation or on appeal, arising out of or related in any way to the issuance or administration of this non-system license or the transport and disposal of the solid waste covered by this license. |