



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

No. N-019-16A

LICENSEE:
Gresham Sanitary Service 2131 NW Birdsdale Ave Gresham, OR 97030
CONTACT PERSON:
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MAILING ADDRESS:
Gresham Sanitary Service P.O. Box 1560 Gresham, OR 97030

This non-system license replaces and supersedes the provisions of Metro Solid Waste Facility Non-System License No. N-019-16.

ISSUED BY METRO:



Paul Slyman,
Property and Environmental Services Director

12/13/16

Date



1	NATURE OF WASTE COVERED BY LICENSE
	Putrescible solid waste that is generated within the Metro region and received at GSS Transfer, LLC in accordance with its Metro solid waste facility franchise.

2	CALENDAR YEAR TONNAGE ALLOCATION
	<ol style="list-style-type: none">1. The licensee is authorized to transport the waste described in Section 1 to the non-system facilities described in Section 3 as follows:<ol style="list-style-type: none">(a) For calendar year 2016, beginning July 1, 2016, and ending December 31, 2016, the licensee is authorized to transport up to 2,957 tons;(b) For calendar year 2017, beginning January 1, 2017, and ending December 31, 2017, the licensee is authorized to transport up to 10,426 tons;(c) In November 2017, Metro's Chief Operating Officer ("COO") may release additional reserve tonnage and amend this section to adjust the 2017 tonnage allocation as described in the staff report to Resolution No. 16-4693;(d) In December 2017, the COO will allocate tonnage for calendar year 2018, and amend this section as described in the staff report to Resolution No. 16-4693; and(e) In November 2018, the COO may release additional reserve tonnage and amend this section to adjust the 2018 tonnage allocation as described in the staff report to Resolution No. 16-4693.2. This license does not increase the total tonnage that the licensee is authorized to accept under its Metro solid waste facility franchise

3	NON-SYSTEM FACILITY
	<p>The licensee is authorized to transport the waste described above in Section 1 to the following non-system facility:</p> <p style="text-align: center;">Wasco County Landfill 2550 Steele Road The Dalles, OR 97058</p> <p>This license is issued on condition that the non-system facility named in this section is authorized to accept the type of waste described in Section 1. If Metro receives notice from the Oregon Department of Environmental Quality or Wasco County that this non-system facility is not authorized to accept such waste, Metro may immediately terminate this license pursuant to Section 7.</p>



4	TERM OF LICENSE
	The term of this license originally commenced on July 1, 2016 and expires at midnight on December 31, 2018, unless terminated sooner under Section 7.
5	REPORTING OF ACCIDENTS AND CITATIONS
	The licensee must report to Metro any significant incidents (such as fires), accidents, and citations involving vehicles transporting the solid waste authorized by this license.
6	RECORD KEEPING AND REPORTING
	<p>(a) The licensee must keep and maintain accurate records of the amount of all solid waste that the licensee transports to the non-system facility described in Section 3. These records must include the information specified in the Metro document titled, <u>Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements.</u></p> <p>(b) The licensee must perform the following no later than fifteen days following the end of each month:</p> <ul style="list-style-type: none">i. Transmit to Metro the records required under Section 6(a) above in an electronic format prescribed by Metro;ii. Submit to Metro a Regional System Fee and Excise Tax Report, that covers the preceding month; andiii. Remit to Metro the requisite Regional System Fees and Excise Taxes in accordance with the Metro Code provisions applicable to the collection, payment, and accounting of such fees and taxes. <p>(c) The licensee must make available to Metro (or Metro's designated agent) all records from which Sections 6(a) and 6(b) above are derived for its inspection or copying, as long as Metro provides at least three business days written notice of an intent to inspect or copy documents. The licensee must, 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 facilities named in Section 3.</p> <p>(d) Metro may require the licensee to report the information required by this section on a weekly or daily basis.</p>



7	ADDITIONAL LICENSE CONDITIONS
	<p>This license is subject to the following conditions:</p> <ul style="list-style-type: none">(a) The permissive transport of solid waste to the non-system facility, listed in Section 3, authorized by this license is subordinate to any subsequent decision by Metro to direct the solid waste described in this license to any other facility.(b) In addition to the amendments authorized by Section 2, the COO may amend or terminate this license in the event that the COO determines that:<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.; oriii. 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 be transferred to, and disposed of at, a facility other than the facilities listed in Section 3.(c) This license is, in addition to subsections (b)(i) through (b)(iii), above, subject to amendment, suspension, or termination pursuant to the Metro Code.(d) The licensee must not transfer or assign any right or interest in this license without prior written notification to, and approval of, Metro.(e) This license will terminate upon the execution of a designated facility agreement with the facility listed in Section 3 that authorizes the acceptance of the waste described in Section 1.(f) This license authorizes the transport of solid waste to the facility listed in Section 3. The transport 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.(g) The COO may direct the licensee's waste flow under this non-system license to Metro Central Transfer Station or Metro South Transfer Station with a minimum of 24 hours written notice. Any redirection of the waste flow by the COO is effective immediately.(h) If the licensee exceeds the calendar year authorization set forth in Section 2, each ton or portion thereof by which the licensee exceeds the authorization constitutes a separate violation subject to a penalty of up to \$500.



8	COMPLIANCE WITH LAW
	<p>The licensee must 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 rules adopted pursuant to 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 is deemed part of this license as if specifically set forth herein.</p>

9	INDEMNIFICATION
	<p>The licensee must 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, 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. Expenses include, but are not limited to all attorneys' fees, whether incurred before any litigation is commenced, during any litigation or on appeal.</p>