



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

No. N-102-17

LICENSEE:

Recology Portland, Inc.
4044 N. Suttle Road
Portland, OR 97217


CONTACT PERSON:

Carl Peters
Phone: (503) 283-2015
E-Mail: cpeters@recology.com

MAILING ADDRESS:

4044 N. Suttle Road
Portland, OR 97217

ISSUED BY METRO:


Paul Slyman
Property & Environmental Services Director

12/8/16
Date



1	NATURE OF WASTE COVERED BY LICENSE
	Source-separated residential yard debris mixed with food waste from municipal curbside collection programs generated within the Metro boundary and received at Suttle Road Recovery Facility in accordance with its Metro solid waste facility license.
2	CALENDAR YEAR TONNAGE LIMITATION
	The licensee is authorized to transport to the non-system facility listed in Section 3 up to 25,000 tons per calendar year of the waste described in Section 1.
3	NON-SYSTEM FACILITY
	<p>The licensee is authorized to transport the waste described above in Section 1 to the following non-system facility for the purpose of processing and composting:</p> <p style="text-align: center;">Recology NW Greenlands - Aumsville 8712 Aumsville Highway SE Salem, OR 97317</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 the Oregon Department of Environmental Quality or the city of Aumsville that this non-system facility is not authorized to accept such waste, Metro may immediately amend, suspend, or terminate this license pursuant to Section 10.</p>
4	TERM OF LICENSE
	The term of this license commences on January 1, 2017 and expires at midnight on December 31, 2018 unless terminated sooner under Section 10.
5	COVERED LOADS
	The licensee must suitably contain and cover, on all sides, all loads of source-separated residential yard debris mixed with food waste that are transported under authority of this license to prevent spillage of waste while in transport to the non-system facility listed in Section 3.



6	MATERIAL MANAGEMENT
	<p>The licensee is authorized to transport the waste described in Section 1 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 must accept all solid waste that is transported under authority of this license for the sole purpose of processing and composting on-site. The licensee must not dispose of any source-separated recyclable material, except as provided in Section 7; and(b) The non-system facility must receive, manage, process, and compost all solid waste that is transported under authority of this license in accordance with all applicable local, state and federal laws, rules, regulations, ordinances, orders, and permits.

7	REGIONAL SYSTEM FEE AND EXCISE TAX
	<p>The licensee is subject to the following conditions:</p> <ul style="list-style-type: none">(a) Source-separated residential yard debris mixed with food waste that is transported under authority of this license and is accepted and composted, 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 transports waste under this license to the non-system facility listed in Section 3 but the material does not meet the non-system facility's acceptance criteria (for example, the material is too contaminated for processing or composting) or the non-system facility fails to process and compost the material as required as a condition of this license, the licensee must 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 transported to the non-system facility that is ultimately transported to a disposal site.(c) If the licensee transports waste under this license to the non-system facility listed in Section 3 but the material does not meet the non-system facility's acceptance criteria (for example, the material is too contaminated for processing or composting) or the non-system facility fails to process and compost the material as required as a condition of this license, the licensee must 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 transported to the non-system facility that is ultimately transported to a disposal site.



8	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.

9	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 listed in Section 3. The licensee must keep and maintain complete and accurate records of the following for all transactions with the authorized non-system facility:</p> <ul style="list-style-type: none">i. Ticket or weight slip number from the non-system facility;ii. Material category designating the type of material transported to the non-system facility;iii. Date the load was transported to the non-system facility;iv. Time the load was transported to the non-system facility;v. Net weight of the load; andvi. Fee charged by the non-system facility. <p>(b) The licensee must transmit to Metro the records required under Section 9(a) above in an electronic format prescribed by Metro no later than fifteen days following the end of each month.</p> <p>(c) The licensee must make available to Metro (or Metro's designated agent) all records from which Section 9(a) 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>

10	ADDITIONAL LICENSE CONDITIONS
	<p>This non-system license is subject to the following conditions:</p> <p>(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</p>



	<p>by Metro to direct the solid waste described in this license to any other facility.</p> <p>(b) This license is subject to amendment or termination by Metro's Chief Operating Officer (the "COO") in the event that the COO determines that:</p> <ol style="list-style-type: none">There has been sufficient change in any circumstances under which Metro issued this license;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;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 facility listed in Section 3;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; orThe non-system facility listed in Section 3 generates malodors that are detectable off-site. <p>(c) This license, in addition to subsections (b)(i) through (b)(v), above, is subject to amendment, suspension, or termination pursuant to the Metro Code.</p> <p>(d) The licensee must 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 will terminate upon the execution of a designated facility agreement with the facility listed in Section 3 that authorizes the facility to accept the waste described in Section 1.</p> <p>(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.</p>
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11	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 procedures 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</p>



	governments or agencies having jurisdiction over solid waste generated by the licensee is deemed part of this license as if specifically set forth herein.
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12	INDEMNIFICATION
	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, 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.

WE:bjl