



600 NE Grand Ave.
Portland, OR 97232-2736
oregonmetro.gov

METRO SOLID WASTE FACILITY NON-SYSTEM LICENSE

No. N-005-17(4)

LICENSEE:

Willamette Resources, Inc.
10295 SW Ridder Road
Wilsonville, OR 97070

Republic Services of Clackamas and
Washington Counties
10295 SW Ridder Road
Wilsonville, OR 97070

Contact Person:

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MAILING ADDRESS:

Willamette Resources, Inc.
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Wilsonville, OR 97070

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10295 SW Ridder Road
Wilsonville, OR 97070

ISSUED BY METRO:


Paul Slyman,
Property and Environmental Services Director

5/19/17
Date

1	NATURE OF WASTE COVERED BY LICENSE
	(a) Source-separated, commercial food waste and yard debris mixed with residential food waste generated within the Metro boundary and received at Willamette Resources, Inc. in accordance with its Metro Solid Waste Facility Franchise; and (b) Source-separated, commercial food waste and yard debris mixed with residential food waste that is generated within the Metro region and collected by Republic Services of Clackamas and Washington Counties.
2	CALENDAR YEAR TONNAGE LIMITATION
	The licensees are authorized to deliver to the non-system facility listed in Section 3 up to 10,000 tons per calendar year of the waste described in Section 1.
3	NON-SYSTEM FACILITY
	The licensees are authorized to transport the waste described above in Section 1 to the following non-system facility for the purpose of processing and composting: Recology Organics Aumsville 8712 Aumsville HWY SE Salem, OR 97317 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 that this non-system facility is not authorized to accept such waste, Metro may immediately terminate this license pursuant to Section 10.
4	TERM OF LICENSE
	The term of this license will commence on June 1, 2017 and expire on December 31, 2019, unless terminated sooner under Section 10.

5	COVERED LOADS
	The licensees must 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.

6	MATERIAL MANAGEMENT
	The licensees are authorized to transport the waste described in Section 1 of this license to the non-system facility listed in Section 3 under the following conditions: (a) The non-system facility must accept all solid waste that is delivered under authority of this license for the sole purpose of processing and composting on-site. The licensees 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 delivered 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
	The licensees are subject to the following conditions: (a) Source-separated 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 fee and excise tax. (b) If the licensees transports 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 and compost the material as required as a condition of this license, the licensees 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 delivered to the non-system facility that is ultimately delivered to a disposal site. (c) If the licensees transports 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 and compost the material as required as a condition of this license, the licensees 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 delivered to the non-system facility that is ultimately delivered to a disposal site.
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8	REPORTING OF ACCIDENTS AND CITATIONS
	The licensees 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
	(a) The licensees must keep and maintain accurate records of the amount of all solid waste that the licensees transport 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>. (b) The licensees must perform the following no later than fifteen days following the end of each month: i. Transmit to Metro the records required under Section 9(a) above in an electronic format prescribed by Metro; and ii. Submit to Metro a Regional System Fee and Excise Tax Report, that covers the preceding month; and (c) The licensees must make available to Metro (or Metro's designated agent) all records from which Sections 9(a) and 9(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 licensees 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. (d) Metro may require the licensees to report the information required by this section on a weekly or daily basis.

10	ADDITIONAL LICENSE CONDITIONS
	This non-system license is subject to the following conditions:

	(a) The permissive transport 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. (b) The Chief Operating Officer (the "COO") may amend or terminate this license if the COO determines that: 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 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; or 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. (c) This license is, in addition to subsections (b)(i) through (b)(iv), above, subject to amendment, termination, or suspension pursuant to the Metro Code. (d) The licensees 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 facility to accept the waste described in Section 1 of this license. (f) This license authorizes transport of solid waste only to the facility listed in Section 3. 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.
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11	COMPLIANCE WITH LAW
	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 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 this license as if specifically set forth herein.
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12	INDEMNIFICATION
	The licensees 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. Expenses include, but are not limited to all attorneys' fees, whether incurred before any litigation is commenced, during any litigation or on appeal.