



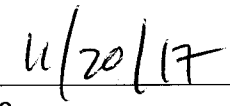
**METRO SOLID WASTE FACILITY
NON-SYSTEM LICENSE**

No. N-167-17

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| LICENSEE: |
| Swan Island Dairy 4950 N Basin Ave Portland, OR 97217 |
| CONTACT PERSON: |
| Corey Hester Phone: (503) 975-0399 E-mail: corey.hester@kroger.com |
| MAILING ADDRESS: |
| Swan Island Dairy 4950 N Basin Ave Portland, OR 97217 |

ISSUED BY METRO:


Paul Slyman
Property and Environmental Services Director


Date



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| 1 | NATURE OF WASTE COVERED BY LICENSE |
| | Non-recoverable non-putrescible waste mixed with putrescible waste generated at the Swan Island Dairy site located at Swan Island Dairy, 4950 N Basin Avenue, in Portland, Oregon. |
| 2 | CALENDAR YEAR TONNAGE ALLOCATION |
| | The licensee is authorized to transport to the non-system facility listed in Section 3 up to 85 tons per calendar year of the waste described in Section 1. |
| 3 | NON-SYSTEM FACILITY |
| | <p>The licensee is authorized to deliver the waste described above in Section 1 only to the following non-system facility:</p> <p style="padding-left: 40px;">Covanta Waste-to-Energy Facility 4850 Brooklake Road, NE Brooks, OR 97305</p> <p>Metro issues this license 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 that this non-system facility is not authorized to accept such waste, Metro may immediately terminate this license pursuant to Section 6.</p> |
| 4 | TERM OF LICENSE |
| | The license term commences on January 1, 2018, and expires December 31, 2019, unless terminated sooner under Section 10. |
| 5 | REPORTING OF ACCIDENTS AND CITATIONS |
| | The licensee must report to Metro any significant incidents (such as fires), accidents, and citations involving vehicles of its transportation carrier during the loading and transporting of the solid waste on behalf of the licensee. |



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| 6 | MATERIAL MANAGEMENT |
| | <p>The licensee is authorized to deliver 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. |

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| 7 | RECORD KEEPING AND REPORTING |
| | <ul style="list-style-type: none">(a) The licensee must keep and maintain accurate records of the amount of all waste that the licensee delivers to the non-system facility described in Section 3. 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>. No later than the 15th day of each month, beginning with the first month following the commencement date of this license, the licensee must transmit to Metro in an electronic format prescribed by Metro the records required that apply to the preceding month.(b) The licensee must:<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 Tax in accordance with the Metro Code provisions applicable to the collection, payment, and accounting of such fees and taxes.(c) So long as Metro provides at least three business days written notice, the licensee must make all records available to Metro (or Metro's designated agent) for inspection or copying or both. The licensee must also 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 named in Section 3. |



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| 8 | ADDITIONAL LICENSE CONDITIONS |
| | <p>This license is subject to the following conditions:</p> <ul style="list-style-type: none">(a) The 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) 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 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 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; orv. The non-system facility listed in Section 3 generates malodors that are detectable off-site.(c) In addition to subsections (b)(i) through (b)(v) above, this license is subject to amendment, modification, suspension, or termination pursuant to the Metro Code.(d) The licensee may not transfer or assign any right or interest in this license without Metro's prior written approval.(e) This license is subject to modification or termination by the COO 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.(f) This license only authorizes the transport of solid waste to the facility listed in Section 3. The licensee is prohibited from transporting waste generated from within the Metro boundary to any non-system facility other than that specified in this license unless Metro authorizes such in writing. |

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| 9 | 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</p> |



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| | <p>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 governments or agencies having jurisdiction over solid waste generated by the licensee are deemed part of this license as if specifically set forth herein.</p> |
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| 10 | 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, 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.</p> |