Metro

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

METRO SOLID WASTE FACILITY NON-SYSTEM LICENSE

No. N-019-17(2)B

LICENSEE:	Gresham Sanitary Service 2131 NW Birdsdale Ave Gresham, OR 97030
CONTACT PERSON:	Matt Miller Phone: (503) 665-2424 E-mail: matt@gss-nw.com
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-019-17(2)A.

ISSUED BY METRO:

Martha Bennett,
Chief Operating Officer

11/27/18
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
	The licensee is authorized to deliver to the non-system facility listed in Section 3 up to 23,687 tons per calendar year of the waste described in Section 1.

3	NON-SYSTEM FACILITIES
	The licensee is authorized to transport the waste described above in Section 1 to the following non-system facility: Columbia Ridge Landfill 18177 Cedar Springs Lane Arlington, OR 97812 And, during certain unusual circumstances and emergency situations as described in Section 8, the licensee is authorized to transport the above referenced waste to the following non-system facility: Coffin Butte Landfill 29175 Coffin Butte Road Corvallis, OR 97330 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 that these non-system facilities are not authorized to accept such waste, Metro may immediately terminate this license pursuant to Section 8.

4	TERM OF LICENSE
	The term of this license originally commenced on June 1, 2017, and expires on December 31, 2019, unless terminated sooner under Section 8.

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**
	(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, *Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements.* (b) The licensee must perform the following no later than fifteen days following the end of each month: 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; and iii. 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. (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. (d) Metro may require the licensee to report the information required by this section on a weekly or daily basis.

7	**DISPOSAL CHARGES FOR USE OF COLUMBIA RIDGE LANDFILL**
	(a) The licensee must remit to Metro a per ton disposal charge for all solid waste that the licensee transports to Columbia Ridge Landfill in accordance with Metro Code Chapter 5.02 and as otherwise prescribed by Metro. (b) The disposal charge required by this section will be equal to the sum of the total amount that Metro paid to its contract operator for disposal of solid waste during the previous calendar quarter divided by the sum of the number of tons of solid waste disposed by Metro at the Columbia Ridge Landfill during the

	previous calendar quarter and the number of tons of solid waste disposed under direct-haul authorization during the previous calendar quarter. (c) Metro will invoice licensee for these disposal charges which must be paid by the invoice date.

8	**ADDITIONAL LICENSE CONDITIONS**
	This license is subject to the following conditions: (a) The licensee is authorized to transfer putrescible waste to Coffin Butte Landfill only during certain unusual circumstances and emergency situations, such as the closure of Interstate 84, which would prevent the licensee from transporting such waste to the Columbia Ridge Landfill. (b) If the licensee transports putrescible waste to Coffin Butte Landfill as provided above in Section 8(a), the licensee must: i. Report the unusual circumstance or emergency situation to Metro within 12 hours of its discovery; and ii. Notify Metro in writing if such transport of waste to the Coffin Butte Landfill continues for more than three consecutive business days. The written notification required by this section must include a detailed description of the particular circumstance resulting in such transport and its expected duration. (c) 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. (d) The Chief Operating Officer (COO) may amend or terminate this license in the event that 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 Waste Management Disposal Services of Oregon, Inc., dba Oregon Waste Systems, Inc.; or 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 facilities listed in Section 3. (e) This license is, in addition to subsections (d)(i) through (d)(iii), above, subject to amendment, suspension, or termination pursuant to the Metro Code. (f) The licensee must not transfer or assign any right or interest in this license without prior written notification to, and approval of, Metro. (g) This license will terminate upon the execution of a designated facility

	agreement with either of the facilities listed in Section 3 that authorizes the acceptance of the waste described in Section 1. (h) This license authorizes the transport of solid waste to the facilities listed in Section 3. The transport of waste generated from within the Metro boundary to any non-system facility other than those specified in this license is prohibited unless authorized in writing by Metro. (i) 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. (j) 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.

9	**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 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.

10	**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, 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.