



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

No. N-135-17

LICENSEE: Garbarino Disposal & Recycling Service, Inc. 30966 NW Hillcrest St. North Plains, OR 97133
CONTACT PERSON: Jeff Garbarino Phone: (503) 647-2335 E-mail: jeffgarbdisp@qwestoffice.net
MAILING ADDRESS: Garbarino Disposal & Recycling Service, Inc. P.O. Box 250 North Plains, OR 97133

ISSUED BY METRO:



Roy W. Brower
Solid Waste Information Compliance & Cleanup Director



Date



1	NATURE OF WASTE COVERED BY LICENSE
	Yard debris mixed with residential food waste that is generated by residential customers within the Metro region, as provided in Section 9 and is collected by Garbarino Disposal & Recycling Service, Inc.
2	CALENDAR YEAR TONNAGE ALLOCATION
	The licensee is authorized to transport to the non-system facility listed in Section 3 up to 800 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 only to the following non-system facility for composting:</p> <p style="text-align: center;">Recology Oregon Compost - Recology Organics North Plains 9570 NW 307TH Ave North Plains, OR 97133</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 term of this license commences on October 30, 2017, and expires on 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.
6	MATERIAL MANAGEMENT
	<p>The licensee is authorized to deliver the waste described in Section 1 of this license to the non-system facility listed in Section 3 under the following conditions:</p> <p>(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</p>



	<p>on-site. The licensee must not dispose of any source-separated recyclable material, except as provided in Section 7; and</p> <p>(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.</p>
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7	REGIONAL SYSTEM FEE AND EXCISE TAX
	<p>The licensee is subject to the following conditions:</p> <p>(a) Source-separated food waste that is delivered 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.</p> <p>(b) If the licensee delivers 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 licensee must pay to Metro an amount equal to:</p> <ul style="list-style-type: none">i. 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.ii. 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 delivered to a disposal site.

8	RECORD KEEPING AND REPORTING
	<p>(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.</p> <p>(b) 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.</p>



9	PRE-AUTHORIZATION REQUIREMENTS
	<p>The licensee is authorized to transport to Recology Oregon Compost the waste that is generated from the city of Beaverton residential food waste collection program. Metro's Chief Operating Officer (COO) may amend this license to include additional tonnage and other jurisdictions if the licensee submits to Metro the following documentation in writing before it begins transport:</p> <ul style="list-style-type: none">(a) Confirmation from the local collection jurisdiction that a residential food waste collection program is in place;(b) Approval from both Washington County and DEQ for transport of yard debris mixed with residential food waste from the additional residential program to the non-system facility listed in Section 3; and(c) Approval from the non-system facility listed in Section 3 and a statement that sufficient capacity exists to manage, process, and compost additional waste.

10	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 of this license 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, suspension, or termination pursuant to the Metro Code.(d) The licensee may not transfer or assign any right or interest in this



	<p>license without Metro's prior written approval.</p> <p>(e) This license is subject to amendment 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 of this license.</p> <p>(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.</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 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>

12	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>