



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

METRO SOLID WASTE FACILITY NON-SYSTEM LICENSE

No. N-029-19(4)

LICENSEE:
Waste Connections of Oregon dba Arrow Sanitary Service, Inc. 5455 NE 109 th Ave Portland, OR 97220
CONTACT PERSON:
Jason Hudson Phone: (406) 210-8639 E-Mail: jasonh@wcnx.org
MAILING ADDRESS:
Arrow Sanitary Service, Inc. 5455 NE 109 th Ave Portland, OR 97220

ISSUED BY METRO:

A handwritten signature in black ink, appearing to read "Warren Johnson", written over a horizontal line.

Warren Johnson,
Interim Solid Waste Information, Compliance, and Cleanup Director

2/12/2019

Date

1	NATURE OF WASTE COVERED BY LICENSE
	Special waste consisting of grit and screenings generated at the city of Portland Columbia Boulevard Wastewater Treatment Plant and collected by Arrow Sanitary Service, Inc.
2	CALENDAR YEAR TONNAGE LIMITATION
	The licensee is authorized to transport to the non-system facilities listed in Section 3 up to 500 tons per calendar year of the waste described in Section 1.
3	NON-SYSTEM FACILITY
	<p>During unusual circumstances and emergency situations as described in Section 7, the licensee is authorized to transport the waste described above in Section 1 to the following non-system facilities:</p> <p style="padding-left: 40px;">West Van Materials Recovery Center 6601 NW Old Lower River Road Vancouver, WA 98660</p> <p style="padding-left: 40px;">Central Transfer and Recycling 11034 NE 117th Avenue Vancouver, WA 98686</p> <p>This license is issued on condition that the non-system facilities listed in this section are authorized to accept the type of waste described in Section 1. If Metro receives notice from Clark County or other appropriate regulatory authority that these non-system facilities are not authorized to accept such waste, Metro may immediately terminate this license pursuant to Section 8.</p>
4	TERM OF LICENSE
	The license term is from February 12, 2019 to December 31, 2021, unless terminated sooner under Section 7.
5	REPORTING OF ACCIDENTS AND CITATIONS
	The licensee must report to Metro any significant incidents (such as fires), accidents, and citations involving the vehicles that are used to transport the solid waste authorized by this license.

6	<p>RECORD KEEPING AND REPORTING</p> <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 facilities 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>.</p> <p>(b) The licensee must perform the following no later than fifteen days following the end of each month:</p> <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; 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. <p>(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.</p> <p>Metro may require the licensee to report the information required by this section on a weekly or daily basis.</p>
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7	<p>ADDITIONAL LICENSE CONDITIONS</p> <p>This license is subject to the following conditions:</p> <ul style="list-style-type: none"> (a) The licensee is authorized to transfer special waste to the facilities listed in Section 3 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 Wasco County Landfill. (b) The permissive transport of solid waste to the non-system facilities, 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. (c) The Chief Operating Officer (COO) may amend or terminate this license if the COO determines that: <ul style="list-style-type: none"> (i) There has been sufficient change in any circumstances under which
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	<p>Metro issued this license;</p> <ul style="list-style-type: none"> (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 of this license be transferred to, and disposed of at, a facility other than the facility listed in Section 3. (d) In addition to subsections (c)(i) through (iii) above, Metro may amend, suspend, revoke or terminate this license pursuant to the Metro Code. (e) The licensee may not transfer or assign any right or interest in this license without Metro’s prior written approval. (f) This license will terminate upon the execution of a designated facility agreement with the facilities listed in Section 3 that authorizes the acceptance of the waste described in Section 1. (g) 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. (h) 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.
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8	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 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 are deemed part of this license as if specifically set forth herein.</p>

9	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 arising out of or related in any way to the issuance or administration of this non-system license or the transport and</p>

	disposal of the solid waste covered by this license. Expenses include, but are not limited to, all attorney's fees, whether incurred before any litigation is commenced, during any litigation or on appeal.
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WE/HR