



**Metro**

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

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

**No. N-181-17C**

<b>LICENSEE:</b>
Fred Meyer Clackamas Distribution Center 11500 SE Highway 212 Clackamas, OR 97230
<b>CONTACT PERSON:</b>
Stephanie Fuller Phone: (503) 797-3198 E-mail: <a href="mailto:stephanie.fuller@kroger.com">stephanie.fuller@kroger.com</a>
<b>MAILING ADDRESS:</b>
Fred Meyer 3800 SE 22 <sup>nd</sup> Ave Portland, OR 97202

This license replaces and supersedes the provisions of Metro Non-System License No. N-181-17B.

**ISSUED BY METRO:**

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

Warren Johnson  
Interim Solid Waste Information, Compliance and Cleanup Director

6/25/2019  
Date

<b>1</b>	<b>NATURE OF WASTE COVERED BY LICENSE</b>
	Commercial food waste, including unpackaged and packaged food items, generated at Fred Meyer grocery stores within the Metro region and consolidated at its Clackamas Distribution Center.
<b>2</b>	<b>CALENDAR YEAR TONNAGE ALLOCATION</b>
	The licensee is authorized to transport to the non-system facility listed in Section 3 up to 4,400 tons per calendar year of the waste described in Section 1.
<b>3</b>	<b>NON-SYSTEM FACILITY</b>
	<p>The licensee is authorized to transport the waste described above in Section 1 only to the following non-system facility for processing:</p> <p style="text-align: center;">Divert, Inc. - Albany                  950 SE Jackson St.                  Albany, OR 97322</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 10.</p>
<b>4</b>	<b>TERM OF LICENSE</b>
	The term of this license originally commenced on October 30, 2017, with a termination date of June 30, 2019. The license is now extended until December 31, 2019, unless terminated sooner under Section 9.
<b>5</b>	<b>REPORTING OF ACCIDENTS AND CITATIONS</b>
	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.
<b>6</b>	<b>MATERIAL MANAGEMENT</b>
	The licensee is authorized to transport the waste described in Section 1 to the non-system facility listed in Section 3 under the following conditions:

	<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 the waste for anaerobic digestion. 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, and process 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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<b>7</b>	<b>REGIONAL SYSTEM FEE AND EXCISE TAX</b>
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	<p>The licensee is subject to the following conditions:</p> <p>(a) The processing residual resulting from the waste described in Section 1 that is generated at the non-system facility listed in Section 3 is subject to regional system fee and excise tax.</p> <p>(b) The licensee must pay to Metro regional system fee in an amount equal to 30 percent of the food waste tonnage that it transports under authority of this license and is processed at the non-system facility.</p> <p>(c) The licensee must pay to Metro excise tax in an amount equal to 30 percent of the food waste tonnage that it transports under authority of this license and is processed at the non-system facility.</p> <p>(d) If the licensee 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 the non-system facility fails to process the material as required as a condition of this license, the licensee must pay to Metro an amount equal to the:</p> <ul style="list-style-type: none"> <li>i. 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 transported to a disposal site.</li> <li>ii. 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 transported to a disposal site.</li> </ul>
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<b>8</b>	<b>RECORD KEEPING AND REPORTING</b>
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	<p>(a) The licensee must keep and maintain accurate records of the amount of all waste that the licensee transports to the non-system facility described in Section 3. These records include the information specified in <u><i>Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements</i></u>.</p> <p>(b) The license must perform the following no later than fifteen days following the end of each month:</p>
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	<ul style="list-style-type: none"> <li>i. Transmit to Metro the records required under Section 8(a) above in an electronic format prescribed by Metro;</li> <li>ii. Transmit to Metro records showing the weight of the residual resulting from the processing of the waste covered under this license during the preceding month.</li> <li>iii. Submit to Metro a regional system fee and excise tax report, that covers the preceding month;</li> <li>iv. Remit to Metro the requisite regional system fee and excise tax in accordance with this license and Metro Code provisions applicable to the collection, payment, and accounting of those fees and taxes.</li> </ul> <p>(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.</p>
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<b>9</b>	<b>ADDITIONAL LICENSE CONDITIONS</b>
	<p>This license is subject to the following conditions:</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) The COO may amend or terminate this license in the event that:                         <ul style="list-style-type: none"> <li>i. There has been sufficient change in any circumstances under which Metro issued this license;</li> <li>ii. The Metro Council adopts legislation or other policy which affects food waste management practices in the region;</li> <li>iii. The provisions of this license are actually or potentially in conflict with any provision in Metro’s disposal contract with Oregon Waste Systems, Inc.;</li> <li>iv. 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;</li> <li>v. 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; or</li> <li>vi. The non-system facility listed in Section 3 generates malodors that are detectable off-site.</li> </ul> </li> </ul>

	<p>(c) In addition to subsections (b)(i) through (b)(vi) above, this license is subject to amendment, modification, suspension, or termination pursuant to the Metro Code.</p> <p>(d) The licensee may not transfer or assign any right or interest in this license without Metro’s prior written approval.</p> <p>(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.</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> <p>(g) If the licensee exceeds the calendar year limitation set forth in Section 2, each ton or portion thereof by which the licensee exceeds the limitation constitutes a separate violation subject to a penalty of \$500.</p>
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<b>10</b>	<b>COMPLIANCE WITH LAW</b>
	<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>

<b>11</b>	<b>INDEMNIFICATION</b>
	<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>