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

METRO SOLID WASTE FACILITY NON-SYSTEM LICENSE

No. N-002-20(4)

LICENSEE:
Pride Disposal Company 13980 SW Tualatin Sherwood Rd Sherwood, OR 97140
CONTACT PERSON:
Kristin Leichner Phone: (503) 625-6177 E-mail: KristinL@Pridedisposal.com
MAILING ADDRESS:
Pride Disposal Company P.O. Box 820 Sherwood, OR 97140

ISSUED BY METRO:

Warren Johnson
Interim Solid Waste Information, Compliance and Cleanup Director

12/2/2019
Date

1	NATURE OF WASTE COVERED BY LICENSE
	Residential yard debris mixed with food waste that is generated by residential customers within the Metro region and is either: 1. Collected by Pride Disposal Company as provided in Section 10; or 2. Received at Pride Recycling Company in accordance with its Metro-issued franchise.

2	CALENDAR YEAR TONNAGE LIMITATION
	The licensee is authorized to transport to the non-system facility listed in Section 3 of this license up to 4,000 tons per calendar year of the waste described in Section 1.

3	NON-SYSTEM FACILITY
	1. The licensee is authorized to transport the waste described in Section 1 only to the following non-system facility for composting: Recology Organics - North Plains 9570 NW 307TH Ave North Plains, OR 97133 2. This license is issued on condition that the non-system facilities named in this section are authorized to accept the type of waste described in Section 1. If Metro receives notice from the Oregon Department of Environmental Quality or Washington County that this non-system facility is not authorized to accept such waste, Metro may immediately terminate this license pursuant to Section 11.

4	TERM OF LICENSE
	January 1, 2020 to December 31, 2021, unless amended, suspended, or revoked as provided in this license.

5	COVERED LOADS
	The licensee must suitably contain and cover, on all sides, all loads of the waste described in Section 1 that are transported under authority of this license to the non-system facility listed in Section 3 to prevent spillage of waste while in transit.

6	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.

7	**MATERIAL MANAGEMENT**
	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: (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 8; 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.

8	**REGIONAL SYSTEM FEE AND EXCISE TAX**
	The licensee is subject to the following conditions: (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 in accordance with Metro Code Chapters 5.02 and 7.01. (b) 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 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 the: 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.

9	**RECORD KEEPING AND REPORTING**
	1. 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 the Metro document titled, *Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements*. 2. The licensee must submit to Metro the records required under Section 9.1 above in

an electronic format prescribed by Metro no later than fifteen days following the end of each month.

3. The licensee must make available to Metro (or Metro's designated agent) all records from which Section 9.1 is derived for its inspection or copying or both, as long as Metro provides at least three business days written notice of an intent to inspect or copy documents. 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.
4. Metro may require the licensee to report the information required by this section on a weekly or daily basis.
5. If the licensee fails to submit the records or payments to Metro by the timeline set forth in Section 9, each day by which the licensee exceeds the due date may constitute a separate violation subject to a penalty of up to $500 per violation, in accordance with Metro Code Chapter 5.05.

10 PRE-AUTHORIZATION REQUIREMENTS

The licensee is authorized to transport to Recology Organics – North Plains the waste that is generated from the cities of Beaverton's and Hillsboro's residential food waste collection programs and collected by Pride Disposal Company. Metro may modify this license to include additional tonnage and other jurisdictions if the licensee submits to Metro the following documentation in writing before it begins transport:

(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.

11 ADDITIONAL LICENSE CONDITIONS

This non-system license is subject to the following conditions:

(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) This license is subject to amendment, modification, or termination by Metro in the event that Metro determines that:

i. There has been sufficient change in any circumstances under which Metro issued this license; or

	ii. Metro's solid waste system or the public will benefit from, and will be better served by, transporting the waste described in Section 1 of this license to a facility other than those listed in Section 3; or iii. 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 7; or iv. The non-system facility listed in Section 3 does not control and minimize odors that are detectable off-site; or v. The Metro Council adopts legislation or other policy which affects food waste management practices in the region. (c) In addition to subsections (b)(i) through (v) above, Metro may amend, suspend, revoke or terminate this license pursuant to the Metro Code. (d) The licensee cannot transfer or assign any right or interest in this license without Metro's prior written approval. (e) This license is subject to amendment or termination by Metro upon the execution of a designated facility agreement with a facility listed in Section 3 that authorizes the facility to accept the waste described in Section 1. (f) This license authorizes transport of solid waste only to the facility listed in Section 3. Transfer of waste generated from within the Metro boundary to any non-system facility other than that specified in this license is prohibited unless authorized in writing by Metro. (g) Metro 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 Metro is effective immediately. (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 limitation constitutes a separate violation subject to a penalty of up to $500, in accordance with Metro Code Chapter 5.05.

12	**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 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.

13	**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 attorney's fees, whether incurred before any litigation is commenced, during any litigation or on appeal.

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