



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


METRO SOLID WASTE FACILITY NON-SYSTEM LICENSE

No. N-181-20B

| |
|--|
| LICENSEE: |
| Fred Meyer Clackamas Distribution Center 11500 SE Highway 212 Clackamas, OR 97230 |
| CONTACT PERSON: |
| Stephanie Fuller Phone: 503-797-3198 Email: stephanie.fuller@kroger.com |
| MAILING ADDRESS: |
| Fred Meyer 3800 SE 22nd Ave. Portland, OR 97202 |

This non-system license supersedes the provisions of Metro Solid Waste Facility Non-System License No. N-181-20A.

ISSUED BY METRO:

DocuSigned by:

2BC1AAFC53A7496...

Pamela C. Peck
Policy and Compliance Program Director

May 5, 2021

Date



| | |
|----------|--|
| 1 | NATURE OF WASTE COVERED BY LICENSE |
| | 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. |
| 2 | CALENDAR YEAR TONNAGE LIMITATION |
| | 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. |
| 3 | NON-SYSTEM FACILITY |
| | <ol style="list-style-type: none"> 1. The licensee is authorized to transport the waste described in Section 1 to the following non-system facility for processing: <ul style="list-style-type: none"> Divert, Inc. – Albany 950 SE Jackson St. Albany, OR 97322 2. 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 this non-system facility is not authorized to accept such waste, Metro may immediately terminate this license pursuant to Section 10. |
| 4 | TERM OF LICENSE |
| | The term of this license originally commenced January 1, 2020 and expires December 31, 2021, unless amended, suspended, revoked or terminated 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: |



| | |
|--|--|
| | <ol style="list-style-type: none"> 1. The non-system facility must accept all solid waste that is transported under authority of this license for the sole purpose of processing. The licensee must not dispose of any source-separated recyclable material, except as provided in Section 8; and 2. 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. |
|--|--|

| | |
|----------|---|
| 8 | REGIONAL SYSTEM FEE AND EXCISE TAX |
| | <p>The licensee is subject to the following conditions:</p> <ol style="list-style-type: none"> 1. 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. 2. The licensee must pay to Metro the 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. 3. The licensee must pay to Metro the 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. 4. 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: <ol style="list-style-type: none"> (a) 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; and (b) 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 |
| | <ol style="list-style-type: none"> 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 <u><i>Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees and Parties to Designated Facility Agreements</i></u>. 2. The licensee must perform the following no later than fifteen days following the end of each month: <ol style="list-style-type: none"> (a) Submit to Metro the records required under Section 9.1 in an electronic format prescribed by Metro; (b) Submit to Metro records showing the weight of the residual resulting from the processing of the waste covered under this license during the preceding month; (c) Submit to Metro a Regional System Fee and Excise Tax Report, that covers the preceding month; and |



| | |
|--|---|
| | <p>(d) 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.</p> <p>3. The licensee must make available to Metro (or Metro’s designated agent) all records from which Section 9.1 and 9.2 are 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.</p> <p>4. Metro may require the licensee to report the information required by this section on a weekly or daily basis.</p> <p>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.</p> |
|--|---|

| | |
|-----------|---|
| 10 | ADDITIONAL LICENSE CONDITIONS |
| | <p>This non-system license is subject to the following conditions:</p> <ol style="list-style-type: none"> 1. 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. 2. This license is subject to amendment, suspension, revocation or termination by Metro in the event that Metro determines that: <ol style="list-style-type: none"> (a) There has been sufficient change in any circumstances under which Metro issued this license; (b) Metro’s solid waste system or the public will benefit from, and will be better served by, transporting the waste described in Section 1 to a facility other than those listed in Section 3; (c) 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; (d) The non-system facility listed in Section 3 does not control and minimize odors that are detectable off-site; or (e) The Metro Council adopts legislation or other policy which affects food waste management practices in the region. 3. In addition to subsections 10.2(a) through (e), Metro may amend, suspend, revoke or terminate this license pursuant to the Metro Code. 4. The licensee cannot transfer or assign any right or interest in this license without Metro’s prior written approval. 5. 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. 6. 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. |



| | |
|--|---|
| | <p>7. 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.</p> <p>8. 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.</p> |
|--|---|

| | |
|-----------|--|
| 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 rules adopted pursuant to Metro Code Chapter 5.05 whether or not those provisions have been specifically mentioned or cited in this license. 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 shall be deemed part of this license as if specifically set forth.</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 arising out of or related in any way to the issuance or administration of this non-system license. Expenses include, but are not limited to, all attorneys' fees, whether incurred before litigation is commenced, during litigation or on appeal.</p> |