




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

METRO SOLID WASTE FACILITY NON-SYSTEM LICENSE

No. N-102-23

LICENSEE:
Recology Portland, Inc. – Suttle Road Recovery Facility 4044 N Suttle Road Portland, OR 97217
CONTACT PERSON:
Josh Pelagalli Phone: 503-849-6948 Email: jpelagalli@recology.com
MAILING ADDRESS:
Suttle Road Recovery Facility 4044 N Suttle Road Portland, OR 97217

ISSUED BY METRO:

DocuSigned by:

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Pamela C. Peck
Policy and Compliance Program Director

December 15, 2022

Date



1	NATURE OF WASTE COVERED BY LICENSE
	Residential yard debris containing food waste that is generated by residential customers within the Metro region and received at Suttle Road Recovery Facility in accordance with its Metro Solid Waste Facility License.
2	CALENDAR YEAR TONNAGE LIMITATION
	The licensee is authorized to transport to the non-system facility listed in Section 3 up to 20,000 tons per calendar year of the waste described in Section 1.
3	NON-SYSTEM FACILITIES
	<ol style="list-style-type: none"> 1. The licensee is authorized to transport the waste described above in Section 1 to the following non-system facility for composting: <ul style="list-style-type: none"> Pacific Region Compost Facility 29969 Camp Adair Road Monmouth, OR 97330 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, Benton County or other local government agency that this non-system facility is not authorized to accept such waste, Metro may immediately amend or terminate this license pursuant to Section 10.
4	TERM OF LICENSE
	January 1, 2023 to December 31, 2024, 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
	<p>The licensee is authorized to deliver the waste described in Section 1 to the non-system facility named in Section 3 under the following conditions:</p> <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 and composting on-site. 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, 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
	<p>The licensee is subject to the following conditions:</p> <ol style="list-style-type: none"> 1. The waste described in Section 1 is exempt from regional system fee and excise tax in accordance with Metro Code Chapters 5.02 and 7.01, provided that it is delivered under the authority of this license and is accepted and composted at the non-system facility listed in Section 3 in accordance with all applicable regulations. 2. If the licensee transports the waste described in Section 1 to the non-system facility listed in Section 3, but the material does not meet that 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: <ol style="list-style-type: none"> (a) Regional system fee, as provided in Metro Code Chapter 5.02, for each ton or portion thereof of waste transported to a non-system facility that is ultimately transported to a disposal site. (b) Excise tax, as provided in Metro Code Chapter 7.01, for each ton or portion thereof of waste transported to a non-system facility that is ultimately transported 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 listed in Section 3. These records include the information specified in the Metro document titled, <i>Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements</i>. 2. The licensee must submit to Metro the records required under Section 9.1 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 each 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.



	<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>
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10	ADDITIONAL LICENSE CONDITIONS
	<p>This 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 is subordinate to any subsequent decision by Metro to direct the solid waste described in this license to any other facility. 2. Metro may amend, suspend, revoke or terminate this license 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 that 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 offsite; 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 Metro Code. 4. The licensee cannot transfer or assign any right or interest in this license without Metro’s prior written approval. 5. Metro may amend or terminate this license 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. 6. This license authorizes the transport of solid waste 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. 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. 8. If the licensee exceeds a 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.



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>