




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

METRO SOLID WASTE FACILITY NON-SYSTEM LICENSE

No. N-095-24

LICENSEE:
Riverbend Landfill Co. 13469 SW Highway 18 McMinnville, OR 97128
CONTACT PERSON:
James L. Denson Jr. Phone: 602-757-3352 Email: jdenson@wm.com
MAILING ADDRESS:
Riverbend Landfill Co. c/o Waste Management of Oregon, Inc. 3205 SE Minter Bridge Road #5350 Hillsboro, OR 97123

ISSUED BY METRO:

DocuSigned by:

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Warren Johnson,
Policy and Compliance Program Director

July 9, 2024

Date



1	NATURE OF WASTE COVERED BY LICENSE
	Cleanup material generated within the Metro jurisdictional boundary, consisting of contaminated soils and other earthen media, that does not qualify as clean fill and is suitable to facilitate landfill closure in accordance with an Oregon Department of Environmental Quality (DEQ) Solid Waste Disposal Site Closure Permit.

2	CALENDAR YEAR TONNAGE LIMITATION
	The licensee is authorized to transport to the non-system facility listed in Section 3, up to 60,000 tons annually of the waste described in Section 1.

3	NON-SYSTEM FACILITY
	<p>1. The licensee is authorized to transport the waste described in Section 1 to the following non-system facility:</p> <p style="padding-left: 40px;">Riverbend Landfill 13469 SW Highway 18 McMinnville, OR 97128</p> <p>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 determines that this non-system facility is not authorized to accept such waste or the waste is used for non-closure activity, Metro may immediately terminate this license pursuant to Section 9.</p>

4	TERM OF LICENSE
	July 10, 2024 to June 30, 2027, unless amended, suspended, revoked, or terminated as provided in this license.

5	COVERED LOADS
	To prevent spillage of waste while in transit, 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.

6	REPORTING OF ACCIDENTS AND CITATIONS
	The licensee must report to Metro within five business days any significant incident (such as a fire), accident, or citation involving any vehicle transporting the solid waste authorized by this license.



7	REGIONAL SYSTEM FEE AND EXCISE TAX
	The licensee is liable for payment of the Metro regional system fee as provided in Metro Code Chapter 5.02, and the Metro excise tax, as provided in Metro Code Chapter 7.01, on all solid waste generated within the Metro jurisdictional boundary that is ultimately transported to a disposal site under authority of this license.

8	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 Metro’s reporting instructions document titled, <u>Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and parties to Designated Facility Agreements</u>. 2. The licensee must properly classify all waste for the purpose of determining regional system fee and excise tax payments for Metro area waste. 3. The licensee must electronically record the weight of each inbound transaction based on actual and accurate scale weights or other method approved in writing by Metro. 4. The licensee must: <ol style="list-style-type: none"> (a) Report to Metro the records required under Section 8.1, no later than 15 days following the end of each month in the form and format prescribed by Metro. An authorized representative of the licensee must certify that the report is accurate; and (b) Pay to Metro the requisite regional system fee and excise tax by the last day of the month for waste disposed of in the preceding month, in accordance with this license and Metro Code provisions applicable to the collection, payment and accounting of those fees and taxes. 5. The licensee must make available to Metro (or Metro’s designated agent) all records from which Section 8.1 through 8.4 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 any non-system facility named in Section 3. 6. Metro may require the licensee to report the information required by this section on a weekly or daily basis. 7. If the licensee fails to submit the records or payments to Metro by the timeline set forth in Section 8, 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.

9	ADDITIONAL LICENSE CONDITIONS
	This non-system license is subject to the following conditions:



	<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 Metro decision to direct the solid waste described in this license to any other facility. 2. Metro may amend, suspend, revoke, or terminate this license pursuant to Metro Code or 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; or (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 the one listed in Section 3. 3. The licensee cannot transfer or assign any right or interest in this license without Metro’s prior written approval. 4. This license authorizes transport of solid waste only to the facility listed in Section 3. Transfer of waste generated from within the Metro jurisdictional boundary to any non-system facility other than that specified in this license is prohibited unless authorized in writing by Metro. 5. 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 up to \$500, in accordance with Metro Code Chapter 5.05. 6. Unless otherwise specified, all terms are as defined in Metro Code Chapter 5.00.
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10	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. This includes all applicable Metro Code provisions and administrative rules regardless of whether this license specifically mentions or cites those provisions. 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>

11	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>