



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

METRO SOLID WASTE FACILITY NON-SYSTEM LICENSE

No. N-167-20

LICENSEE:
Swan Island Dairy 4950 N. Basin Ave. Portland, OR 97217
CONTACT PERSON:
Kyle Osterhout Phone: (503) 240-5114 E-Mail: kyle.osterhout@kroger.com
MAILING ADDRESS:
Swan Island Dairy 4950 N. Basin Ave. Portland, OR 97217

ISSUED BY METRO:

Roy W. Brower
Interim Property and Environmental Services Director

Date

1	NATURE OF WASTE COVERED BY LICENSE
	Non-recoverable solid waste mixed with putrescible waste, including restroom and lunchroom waste, generated at the Swan Island Dairy facility located at 4950 N. Basin Ave. in Portland, Oregon.
2	CALENDAR YEAR TONNAGE
	The licensee is authorized to transport to the non-system facility listed in Section 3 up to 110 tons per calendar year of the waste described in Section 1.
3	NON-SYSTEM FACILITY
	<ol style="list-style-type: none"> The licensee is authorized to transport the waste described above in Section 1 to the following non-system facility: Covanta Waste-to-Energy Facility 4850 Brooklake Road, NE Brooks, OR 97305 This license is issued on the 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 or Marion County that this non-system facility is not authorized to accept such waste, Metro may immediately terminate this license pursuant to Section 9.
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	REGIONAL SYSTEM FEE AND EXCISE TAX
	The solid waste that the licensee delivers under authority of this license to the non-system facility listed in Section 3 is subject to the regional system fee and excise tax in accordance with section 8.

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 described in Section 3. These records include the information specified in the Metro 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 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 8.1 above in an electronic format prescribed by Metro; (b) Submit to Metro a Regional System Fee and Excise Tax Report, that covers the preceding month; and (c) 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. 3. The licensee must make available to Metro (or Metro's designated agent) all records from which Section 8.1 and 8.2 above 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, in addition, 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 facilities 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 8 of this license, 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
	<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, modification, 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; 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 of this license to a facility other than those listed in Section 3. 3. In addition to subsections 9.2(a) and (b) above, Metro may amend, suspend, revoke or terminate this license pursuant to the Metro Code.

	<ol style="list-style-type: none"> 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. 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 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.
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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, 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>

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>