



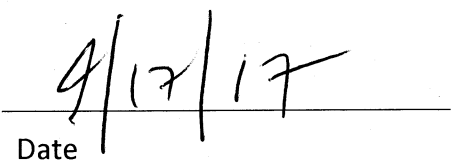
**METRO SOLID WASTE FACILITY  
NON-SYSTEM LICENSE**

**No. N-176-17**

<b>LICENSEE:</b>
Pacific Foods of Oregon, Inc. 19480 SW 97 <sup>th</sup> Ave Tualatin, OR 97062
<b>CONTACT PERSON:</b>
James Louderman Phone: (503) 692-9666 E-mail: <a href="mailto:james.louderman@pacificfoods.com">james.louderman@pacificfoods.com</a>
<b>MAILING ADDRESS:</b>
Pacific Foods of Oregon, Inc. 19480 SW 97 <sup>th</sup> Ave Tualatin, OR 97062

**ISSUED BY METRO:**

  
Paul Slyman,  
Property & Environmental Services Director

  
Date



<b>1</b>	<b>NATURE OF WASTE COVERED BY LICENSE</b>
	Non-recoverable solid waste commingled with putrescible waste, including restroom and lunchroom waste, generated at the Pacific Foods site located at 19480 SW 97 <sup>th</sup> Avenue in Tualatin, Oregon.
<b>2</b>	<b>CALENDAR YEAR TONNAGE LIMITATION</b>
	The licensee is authorized to transport to the non-system facility described in Section 3 up to 1,300 tons per calendar year of the waste described in Section 1.
<b>3</b>	<b>NON-SYSTEM FACILITY</b>
	<p>The licensee is authorized to transport the waste described above in Section 1 to the following non-system facility:</p> <p style="text-align: center;">Covanta Waste-to-Energy Facility 4850 Brooklake Road, NE Brooks, OR 97305</p> <p>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 9.</p>
<b>4</b>	<b>TERM OF LICENSE</b>
	The license term is from March 1, 2017 to December 31, 2019, unless terminated sooner under Section 9.
<b>5</b>	<b>REPORTING OF ACCIDENTS AND CITATIONS</b>
	The licensee must report to Metro any significant incidents (such as fires), accidents, and citations involving the vehicles that are used to transport the solid waste authorized by this license.



6	RECORD KEEPING AND REPORTING
	<p>(a) The licensee must keep and maintain accurate records of the amount of all solid waste that the licensee transports to the non-system facility described in Section 3. These records must 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>.</p> <p>(b) The licensee must perform the following no later than fifteen days following the end of each month:</p> <ul style="list-style-type: none"><li>i. Transmit to Metro the records required under Section 6(a) above in an electronic format prescribed by Metro;</li><li>ii. Submit to Metro a Regional System Fee and Excise Tax Report, that covers the preceding month; and</li><li>iii. Remit to Metro the requisite Regional System Fees and Excise Tax in accordance with the Metro Code provisions applicable to the collection, payment, and accounting of such fees and taxes.</li></ul> <p>(c) The licensee must make available to Metro (or Metro's designated agent) all records from which Sections 6(a) and 6(b) above are derived for its inspection or copying, 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.</p>

7	ADDITIONAL LICENSE CONDITIONS
	<p>This license is subject to the following conditions:</p> <p>(a) The permissive 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.</p> <p>(b) The Chief Operating Officer (the "COO") may amend or terminate this license if the COO determines that:</p> <ul style="list-style-type: none"><li>i. There has been sufficient change in any circumstances under which Metro issued this license;</li><li>ii. The provisions of this license are actually or potentially in conflict with any provision in Metro's disposal contract with Oregon Waste Systems, Inc.; or</li><li>iii. Metro's solid waste system or the public will benefit from, and will be better served by, an order directing that the waste described in Section</li></ul>