



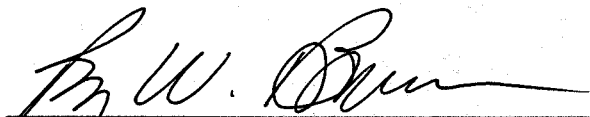
METRO

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

No. N-022-16

LICENSEE:
Tire Disposal & Recycling, Inc. 9333 N. Harborgate Street Portland OR 97283
CONTACT PERSON:
Mark Hope Phone: (503) 240-1919 Fax: (503) 240-1992 E-mail: mark@tiredisposal-recycling.com
MAILING ADDRESS:
Tire Disposal & Recycling, Inc. P. O. 83428 Portland, OR 97283

ISSUED BY METRO:



Roy W. Brower,
Solid Waste Compliance & Cleanup Director

12/22/15

Date



1	NATURE OF WASTE COVERED BY LICENSE
	Tire shreds and processing waste from waste tires accepted and processed at Tire Disposal and Recycling, Inc.
2	TONNAGE LIMITATION
	Licensee is authorized to deliver to the non-system facility listed in Section 3 of this license up to 24,000 tons per calendar year of the waste described above in Section 1 of this license.
3	NON-SYSTEM FACILITY
	<p>The Licensee hereunder may deliver the waste described above in Section 1 to the following non-system facility:</p> <p style="text-align: center;">Delta Sand & Gravel Demolition Landfill 999 Division Ave. Eugene, OR 97404-2414</p> <p>This license is issued on condition that the non-system facility listed 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 8 of this license.</p>
4	TERM OF LICENSE
	The term of this license will commence on January 1, 2016 and expire at midnight on December 31, 2017, unless terminated sooner under Section 8 of this license.
5	REPORTING OF ACCIDENTS AND CITATIONS
	Licensee shall report to Metro any significant incidents (such as fires), accidents, and citations involving vehicles transporting solid waste on behalf of the licensee.

6	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 exempt from Regional System Fee and Excise Tax in accordance with Metro Code Sections 5.02.045(c) and 7.01.050(a)(9).

7	RECORD KEEPING AND REPORTING
	<p>(a) Licensee shall keep and maintain accurate records of the amount of all waste that the Licensee delivers to the non-system facility described in Section 3 of this license. These records include the information specified in <u>Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements.</u></p> <p>(b) Licensee shall transmit to Metro the records required under Section 7(a) by no later than the fifteenth (15th) day following the end of each month in an electronic format prescribed by Metro.</p> <p>(c) Licensee shall make all records from which Section 7(a) above are derived available to Metro (or Metro's designated agent) for its inspection or copying, as long as Metro provides no less than three (3) business days written notice of an intent to inspect or copy documents. Licensee shall, 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 facility listed above in Section 3.</p>

8	ADDITIONAL LICENSE CONDITIONS
	<p>This license shall be subject to the following conditions:</p> <p>(a) The permissive transfer of solid waste to the non-system facility, listed in Section 3, authorized by this license shall be subordinate to any subsequent decision by Metro to direct the solid waste described in this license to any other facility.</p> <p>(b) This license shall be subject to amendment, modification, or termination by Metro's Chief Operating Officer ("COO") in the event that the COO determines that:</p> <p>(i) There has been sufficient change in any circumstances under which Metro issued this license;</p> <p>(ii) The provisions of this license are actually or potentially in conflict with any provision in Metro's disposal contract with Waste Management Disposal Services of Oregon, Inc., dba Oregon Waste Systems; or</p>

	<p>(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 1 of this license be transferred to, and disposed of at, a facility other than the facility listed in Section 3.</p> <p>(c) This license shall, in addition to subsections (b)(i) through (iii) above, be subject to amendment, modification, termination, or suspension pursuant to the Metro Code.</p> <p>(d) Licensee shall not transfer or assign any right or interest in this license without prior written notification to, and approval of, Metro.</p> <p>(e) This license shall terminate upon the execution of a designated facility agreement with the facility listed in Section 3 that authorizes the facility to accept the type of waste described in Section 1 of this license.</p> <p>(f) This license authorizes delivery 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.</p>
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9	COMPLIANCE WITH LAW
	<p>Licensee shall 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 procedures adopted pursuant to Chapter 5.05 whether or not those provisions have been specifically mentioned or cited herein. 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 herein.</p>

10	INDEMNIFICATION
	<p>The Licensee shall indemnify Metro, the Council, the COO, and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense including attorney's fees, or liability related to or arising out of the granting of this license or the Licensee's performance of or failure to perform any of its obligations under the License or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes involving subcontractors.</p>