

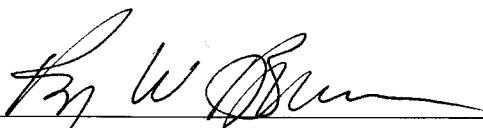


**METRO SOLID WASTE FACILITY
NON-SYSTEM LICENSE**

No. N-131-17

LICENSEE:
ESCO Corporation 2141 NW 25 th Av Portland, OR 97210
CONTACT PERSON:
Travis Quarles Phone: (503) 778-6493 Fax: (503) 499-6007 E-mail: travis.quarles@escocorp.com
MAILING ADDRESS:
ESCO Corporation 2141 NW 25 th Av Portland, OR 97210

ISSUED BY METRO:



Roy W. Brower,
Solid Waste Information, Compliance, and Cleanup Director

12/15/16

Date



1	NATURE OF WASTE COVERED BY LICENSE
	Non-putrescible industrial solid waste, consisting primarily of non-recoverable foundry wastes, including sand, dust slag, firebrick, and scale generated at the ESCO Corporation manufacturing facilities located at 2141 NW 25 th Av. and 2211 NW Brewer St. in Portland, Oregon.
2	CALENDAR YEAR TONNAGE LIMITATION
	The licensee is authorized to transport to the non-system facility described in Section 3 up to 25,000 tons per calendar year of the waste described in Section 1.
3	NON-SYSTEM FACILITY
	<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;">Sauvie Island Landfill 14100-14400 NW Gillihan Loop Road Portland, OR 97231</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>
4	TERM OF LICENSE
	The license term is from January 1, 2017 to December 31, 2018, unless terminated sooner under Section 9.
5	REPORTING OF ACCIDENTS AND CITATIONS
	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	REGIONAL SYSTEM FEE AND EXCISE TAX
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	The solid waste that the licensee transports under authority of this license to the non-system facility listed in Section 3 is exempt from the regional system fee and excise tax.
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7	RECORD KEEPING AND REPORTING
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| | <ol style="list-style-type: none">1. The licensee must keep and maintain complete and accurate records of the amount of all solid waste that the licensee delivers to the non-system facility listed in Section 3.2. The licensee must provide the information described above in Section 7.1 to Metro on an annual basis. The licensee must submit the annual report to Metro, in the form and format prescribed by Metro, by no later than March 30th of each year for the preceding calendar year.3. The licensee must make available to Metro (or Metro's designated agent) all records from which Section 7.2 above is 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. |
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8	RIGHT OF INSPECTION
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| | <ol style="list-style-type: none">1. The licensee must allow Metro access to the non-system facility listed in Section 3 at all reasonable times to inspect and carry out other necessary functions under this license. The licensee must allow Metro access to inspect:<ol style="list-style-type: none">(a) Without notice during hours when the Landfill accepts solid waste; and(b) At other reasonable times upon prior notice given by Metro to the licensee.2. Metro's right to inspect and audit includes the right to review, at an office of the licensee located within the Metro region, all information from which all required reports are derived. |
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9	ADDITIONAL LICENSE CONDITIONS
	<p>This license is subject to the following conditions:</p> <ul style="list-style-type: none">(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.(b) The Chief Operating Officer (the "COO") may amend or terminate this license if the COO determines that:<ul style="list-style-type: none">i. There has been sufficient change in any circumstances under which Metro issued this license;ii. The provisions of this license are actually or potentially in conflict with any provision in Metro's disposal contract with Waste Management Disposal Service of Oregon, Inc., dba Oregon Waste Systems, Inc.; oriii. 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 described in Section 3.(c) In addition to subsections (b)(i) through (iii), Metro may amend, suspend, revoke or terminate this license pursuant to the Metro Code.(d) The licensee may not transfer or assign any right or interest in this license without Metro's prior written approval.(e) This license will terminate 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.(f) This license authorizes transport of solid waste to the facility listed in Section 3. The transport 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.

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 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 are deemed part of this license as if specifically set forth herein.</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 any litigation is commenced, during any litigation or on appeal.</p>

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