



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


## METRO SOLID WASTE FACILITY NON-SYSTEM LICENSE

No. N-022-23A

<b>LICENSEE:</b>
Liberty Tire Services of Ohio, LLC 9333 N. Harborage St. Portland, OR 97203
<b>CONTACT PERSON:</b>
Tom Frye, Regional Vice President Phone: 919-499-3299 Email: <a href="mailto:tfrye@libertytire.com">tfrye@libertytire.com</a>
<b>MAILING ADDRESS:</b>
Liberty Tire Services of Ohio, LLC P.O. Box 83478 Portland, OR 97283

This license replaces and supersedes the provisions of Metro Non-System License No. N-022-23.

### ISSUED BY METRO:

DocuSigned by:  
  
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August 6, 2024

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Warren Johnson  
Policy and Compliance Program Director

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Date



<b>1</b>	<b>NATURE OF WASTE COVERED BY LICENSE</b>
	Tire shreds and processing waste from waste tires accepted and processed at Liberty Tire Services of Ohio, LLC.

<b>2</b>	<b>CALENDAR YEAR TONNAGE LIMITATION</b>
	The licensee is authorized to transport to the non-system facilities listed in Section 3 up to 24,000 tons per calendar year of the waste described in Section 1.

<b>3</b>	<b>NON-SYSTEM FACILITY</b>
	<p>1. The licensee is authorized to transport the waste described above in Section 1 to the following non-system facilities:</p> <p>(a) Regional Tire Recovery &amp; Disposal Facility              7374 NW O’Neil Hwy.              Prineville, OR 97754</p> <p>(b) Delta Sand &amp; Gravel, Co. Landfill              999 Division Ave.              Eugene, OR 97404</p> <p>2. This license is issued on condition that the non-system facilities named in this section are authorized to accept the type of waste described in Section 1. If Metro receives notice from the Oregon Department of Environmental Quality or other local governmental agencies that either 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>
	January 1, 2023 to December 31, 2024, unless amended, suspended, revoked or terminated as provided in this license.

<b>5</b>	<b>COVERED LOADS</b>
	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.

<b>6</b>	<b>REPORTING OF ACCIDENTS AND CITATIONS</b>
	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.



<b>7</b>	<b>REGIONAL SYSTEM FEE AND EXCISE TAX</b>
	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 Chapters 5.02 and 7.01.

<b>8</b>	<b>RECORD KEEPING AND REPORTING</b>
	<ol style="list-style-type: none"> <li>1. The licensee must keep and maintain accurate records of the amount of all waste that the licensee transports to each non-system facility listed 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>.</li> <li>2. The licensee must submit to Metro the records required under Section 8.1 in an electronic format prescribed by Metro no later than thirty days following the end of each month.</li> <li>3. The licensee must make available to Metro (or Metro’s designated agent) all records from which Section 8.1 is 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 the non-system facility named in Section 3.</li> <li>4. Metro may require the licensee to report the information required by this section on a weekly or daily basis.</li> <li>5. 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.</li> </ol>

<b>9</b>	<b>ADDITIONAL LICENSE CONDITIONS</b>
	<p>This non-system license is subject to the following conditions:</p> <ol style="list-style-type: none"> <li>1. The transport of solid waste to the non-system facilities listed in Section 3 is subordinate to any subsequent decision by Metro to direct the solid waste described in this license to any other facility.</li> <li>2. Metro may amend, suspend, revoke or terminate this license in the event that Metro determines that:             <ol style="list-style-type: none"> <li>(a) There has been sufficient change in any circumstances under which Metro issued this license; or</li> <li>(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 those listed in Section 3.</li> </ol> </li> <li>3. In addition to subsections 9.2(a) and (b), Metro may amend, suspend, revoke or terminate this license pursuant to Metro Code.</li> <li>4. The licensee cannot transfer or assign any right or interest in this license without Metro’s prior written approval.</li> </ol>



	<p>5. Metro may amend or terminate this license 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.</p> <p>6. This license authorizes transport of solid waste only to the facilities listed in Section 3. Transfer of waste generated from within the Metro boundary to any non-system facility other than those specified in this license is prohibited unless authorized in writing by Metro.</p> <p>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.</p> <p>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.</p>
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<b>10</b>	<b>COMPLIANCE WITH LAW</b>
	<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 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 are deemed part of this license as if specifically set forth.</p>

<b>11</b>	<b>INDEMNIFICATION</b>
	<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 attorney’s fees, whether incurred before any litigation is commenced, during any litigation or on appeal.</p>