



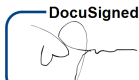
600 NE Grand Ave.
Portland, OR 97232-2736
oregonmetro.gov

METRO SOLID WASTE FACILITY NON-SYSTEM LICENSE

No. N-022-25

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

ISSUED BY METRO:

DocuSigned by:

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Warren Johnson
Policy and Compliance Program Director

December 27, 2024

Date



1	NATURE OF WASTE COVERED BY LICENSE
	<ol style="list-style-type: none"> 1. Tire shreds and processing residual from used tires accepted and processed at Liberty Tire Services of Ohio, LLC. 2. Whole, off-road used tires accepted at Liberty Tire Services of Ohio, LLC that cannot be shredded at the Portland facility.

2	CALENDAR YEAR TONNAGE LIMITATION
	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.

3	NON-SYSTEM FACILITY
	<ol style="list-style-type: none"> 1. The licensee is authorized to transport the waste described above in Section 1.1 to the following non-system facilities: <ol style="list-style-type: none"> (a) Liberty Tire Recycling - Prineville 7374 NW O'Neil Hwy. Prineville, OR 97754 (b) Delta Sand & Gravel, Co. Landfill 999 Division Ave. Eugene, OR 97404 2. The licensee is authorized to transport the waste described above in Section 1.2 to the following non-system facility: <ol style="list-style-type: none"> (a) Liberty Tire Recycling - Prineville 7374 NW O'Neil Hwy. Prineville, OR 97754 3. 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 determines that a non-system facility listed in this section is not authorized to accept such waste, Metro may immediately amend, suspend, or terminate this license pursuant to Section 9.

4	TERM OF LICENSE
	January 1, 2025 to December 31, 2026, unless amended, suspended, revoked or terminated as provided in this license.

5	COVERED LOADS
	To prevent spillage of waste while in transit, 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 any non-system facility listed in Section 3.



6	REPORTING OF ACCIDENTS AND CITATIONS
	The licensee must report to Metro within five business days any significant incidents (such as a fire), accident, or citation involving any vehicle 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 any 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.

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 any non-system facility listed in Section 3. These records include the information specified in the Metro document titled, <i>Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees and Parties to Designated Facility Agreements</i>. 2. The licensee must report to Metro the records required under Section 8.1 no later than 15 days following the end of each month in the form and format prescribed by Metro. An authorized representative of the licensee must certify that the report is accurate. 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 any non-system facility 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, 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 any non-system facilities listed in Section 3 is subordinate to any subsequent Metro decision to direct the solid waste described in this license to any other facility. 2. Metro may amend, suspend, revoke or terminate this license pursuant to Metro Code or 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 to a facility other than those listed in Section 3.



	<ol style="list-style-type: none"> 3. The licensee cannot transfer or assign any right or interest in this license without Metro’s prior written approval. 4. 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. 5. This license authorizes transport of solid waste only to the facilities listed in Section 3. Transfer of waste generated from within the Metro jurisdictional boundary to any non-system facility other than those specified in this license is prohibited unless authorized in writing by Metro. 6. 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. 7. If the licensee exceeds the calendar year limitation 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. 8. Unless otherwise specified, all terms are as defined in Metro Code Chapter 5.00.
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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. This includes all applicable Metro Code provisions and administrative regardless of whether this license specifically mentions or cites those provisions. 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>

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