




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

METRO SOLID WASTE FACILITY NON-SYSTEM LICENSE

No. N-131-23

LICENSEE:
ESCO Group LLC 2141 NW 25 th Ave. Portland, OR 97210
CONTACT PERSON:
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MAILING ADDRESS:
ESCO Group LLC 2141 NW 25 th Ave. Portland, OR 97210

ISSUED BY METRO:

DocuSigned by:

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Pamela C. Peck
Policy and Compliance Program Director

December 15, 2022

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 Group LLC manufacturing facility located at 2211 NW Brewer St. in Portland.
2	CALENDAR YEAR TONNAGE LIMITATION
	The licensee is authorized to transport to the non-system facility listed in Section 3 up to 10,000 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 in Section 1 to the following non-system facility: <ul style="list-style-type: none"> Sauvie Island Landfill 14100-14400 NW Gillihan Loop Road Portland, OR 97231 2. 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.
4	TERM OF LICENSE
	January 1, 2023 to December 31, 2024, unless amended, suspended, revoked, or terminated as provided in this license.
5	COVERED LOADS
	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.
6	REPORTING OF ACCIDENTS AND CITATIONS
	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.
7	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 Chapters 5.02 and 7.01.



8	RECORD KEEPING AND REPORTING
	<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 in Section 8.1 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 8.2 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 facility named in Section 3.

9	RIGHT OF INSPECTION
	<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.

10	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 the non-system facility, 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. 2. Metro may amend, suspend, revoke or terminate this license 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 the one listed in Section 3. 3. In addition to subsections 10.2(a) and (b), Metro may amend, suspend, revoke or terminate this license pursuant to the Metro Code. 4. The licensee cannot transfer or assign any right or interest in this license without Metro's prior written approval.



	<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 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> <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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11	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 Metro Code Chapter 5.05 whether or not those provisions have been specifically mentioned or cited 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 shall be deemed part of this license as if specifically set forth.</p>

12	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 litigation is commenced, during litigation or on appeal.</p>