



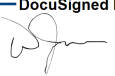
600 NE Grand Ave.
Portland, OR 97232-2736
oregonmetro.gov

METRO SOLID WASTE FACILITY NON-SYSTEM LICENSE

No. N-197-24

LICENSEE:
Safety-Kleen Systems, Inc. 16530 SE 130 th St. Clackamas, OR 97105
CONTACT PERSON:
Gary Wheeler, Safety-Kleen Branch General Manager Phone: 503-657-7184 Email: gary.wheeler@safety-kleen.com Jess Brown, Senior Environmental Compliance Manager Phone: 503-277-9574 Email: jess.brown@safety-kleen.com
MAILING ADDRESS:
Safety-Kleen Systems, Inc. 16530 SE 130 th St. Clackamas, OR 97105

ISSUED BY METRO:

DocuSigned by:

A6212F1279BB4C8...

Warren Johnson
Policy and Compliance Program Director

January 22, 2024

Date



1	NATURE OF WASTE COVERED BY LICENSE
	<ol style="list-style-type: none"> 1. Non-hazardous special waste that is generated within the Metro jurisdictional boundary and managed by the licensee or Licensed Affiliates pursuant to the terms and conditions of the Intercompany Compliance Agreement (“Intercompany Agreement”) attached to this license; or 2. Any residual solid waste that results from processing of non-hazardous special waste at the Safety-Kleen Clackamas Accumulation Center or Thermo Fluids, Inc. Clackamas facility.

2	CALENDAR YEAR TONNAGE LIMITATION
	The licensee is authorized to transport to the non-system facilities listed in Section 3 up to 6,000 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 facilities for transfer, storage, or disposal: <ol style="list-style-type: none"> (a) Clean Harbors Aragonite, LLC 11600 North Aptus Road Grantsville, UT 84029 (b) Clean Harbors Arizona LLC 1340 West Lincoln St. Phoenix, AZ 85007 (c) Clean Harbors Clive, LLC 3.5 miles South of Mile Post 49 on I-80 Grantsville, UT 84029 (d) Clean Harbors Deer Park, LLC 2027 Independence Parkway South La Porte, TX 77571 (e) Clean Harbors Deer Trail LLC 108555 East Highway 36 Deer Trail, CO 80105 (f) Clean Harbors El Dorado LLC 309 American Circle El Dorado, AR 71730 (g) Clean Harbors Environmental Services, Inc. 2247 South Highway 71 Kimball, NE 69145 (h) Clean Harbors Grassy Mountain LLC 3 Miles East 7 Miles North of Knolls Exit 41 off I-80 Grantsville, UT 84029



	<p>(i) Clean Harbors LaPorte, LLC 500 Independence Parkway South La Porte, TX 77571</p> <p>(j) Clean Harbors Lone Mountain LLC 40355 S County Road 236 Waynoka, OK 73860</p> <p>(k) Clean Harbors San Jose LLC 1021 Berryessa Road San Jose, CA 95133</p> <p>(l) Clean Harbors Wilmington LLC 1737 East Denni St. Wilmington, CA 90744</p> <p>(m) Emerald Services, Inc. 1825 Alexander Ave. Tacoma, WA 98421</p> <p>(n) Emerald Services, Inc. 1300 SW 12th St. Vancouver, WA 98660</p> <p>(o) L & R Environmental 1100 W Thompson Road Kuna, ID 83634</p> <p>2. Any Metro area waste that is transported to a non-system facility listed in this section for storage or transfer must be disposed of at Clean Harbors Aragonite, Clean Harbors Deer Park, Clean Harbors Deer Trail, Clean Harbors El Dorado, Clean Harbors Environmental Services (Kimball), Clean Harbors Grassy Mountain, Clean Harbors Lone Mountain, or a Metro designated facility.</p> <p>3. This license is issued on condition that the non-system facilities named in this section are authorized to accept the 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.</p>
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4	TERM OF LICENSE
	February 1, 2024, 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 incident (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 licensee is liable for payment of the Metro regional system fee as provided in Metro Code Chapter 5.02, and the Metro excise tax, as provided in Metro Code Chapter 7.01, on all solid waste generated within the Metro jurisdictional boundary that is ultimately transported to a disposal site under authority of this license. The licensee must pay the regional system fee and excise tax at the time the licensee first transports the solid waste to a non-system facility listed in Section 3.

8	RECORD KEEPING AND REPORTING
	<ol style="list-style-type: none"> 1. The licensee must keep and maintain accurate records of the amount and type 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 <u>Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements</u>. 2. The licensee must properly classify all waste for the purpose of determining regional system fee and excise tax payments for Metro area waste. 3. The licensee must electronically record the weight of each outbound transaction based on actual and accurate scale weights or other method approved in writing by Metro. 4. The licensee must: <ol style="list-style-type: none"> (a) 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; and (b) Pay to Metro the requisite regional system fee and excise tax by the last day of the month for waste transported to each non-system facility listed in Section 3 in the preceding month, in accordance with this license and Metro Code provisions applicable to the collection, payment and accounting of those fees and taxes. 5. The licensee must make available to Metro (or Metro's designated agent) all records from which Section 8.1 through 8.4 are 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 a non-system facility named in Section 3. 6. Metro may require the licensee to report the information required by this section on a weekly or daily basis. 7. 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 facility 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. The licensee and the Licensed Affiliates have entered into an Intercompany Agreement in which all Licensed Affiliates are accountable to the licensee for purposes of enforcement of the provisions of this Non-System License. Metro is considered a third-party beneficiary of that Intercompany Agreement as attached to this license. 3. The licensee cannot transfer or assign any right or interest in this license without Metro's prior written approval. 4. The licensee must immediately notify Metro if the Intercompany Agreement is amended or terminated for any reason. 5. 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; (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; or (c) Any party to the Intercompany Agreement fails to comply with the terms of the Intercompany Agreement or Metro's applicable solid waste regulatory authority. 6. 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. 7. 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. 8. 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. 9. Unless otherwise specified, all terms are as defined in Metro Code Chapter 5.00.

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 rules regardless of whether this license specifically mentions or cites those provisions. All conditions imposed on the collection or 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>



11	INDEMNIFICATION
	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.

Attachment: Intercompany Compliance Agreement

JD

Intercompany Compliance Agreement

This INTERCOMPANY COMPLIANCE AGREEMENT (this "Agreement"), dated as of October 30, 2023 (the "Effective Time"), is by and among Safety-Kleen Systems, Inc., a Wisconsin corporation (the "Licensee") holding the Non-System License described in Section 1 and certain Affiliates of the Licensee operating pursuant to the terms and conditions of the Non-System License (as set forth in Schedule I hereto, collectively the "Licensed Affiliates").

WHEREAS, the Licensee and the Licensed Affiliates are members of a group of commonly owned companies;

WHEREAS, the Licensed Affiliates wish to operate pursuant to the Non-System License held by the Licensee and further described in Section 1 on the terms set out herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensee and the Licensed Affiliates (hereinafter, collectively the "Parties", or each, individually, a "Party") agree as follows:

1. Non-System License.

1.1 The Licensee is the holder of Metro Non-System License No. N-197-23 (the "Non-System License") which authorizes the transport of solid waste generated within the Metro jurisdictional boundary to a non-system facility as described in the Non-System License.

1.2 The Parties agree that the Licensed Affiliates may transport solid waste generated within the Metro jurisdiction boundary of Metro to non-system facilities pursuant to the terms and conditions of the Non-System License issued to the Licensee.

2. Charges and Payment.

The Licensee shall report tons to Metro and pay any taxes and fees applicable to the Non-System License on a monthly basis including those tons, taxes and fees resulting from Affiliate Licensee operations conducted in accordance with the terms and conditions of the Non-System License.

3. Independent Contractor.

This agreement shall not be construed as a partnership, joint venture, or other similar arrangement between the Parties. The employees or agents of the Licensee shall not be deemed or construed to be the employees, agents, or partners of the Licensed Affiliates for

any purposes whatsoever. The Licensee and the Licensee's personnel or agents shall not enter into contracts on behalf of, or execute contracts as employees or agents of, any Licensed Affiliate, or bind any Licensed Affiliate in any manner, written or oral, express or implied.

4. Term and Termination

This Agreement shall remain in effect for the duration of the Non-System License.

5. General Provisions.

5.1 Successor and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

5.2 Amendments. No amendment to this Agreement shall be effective unless it is in writing and signed by the Licensee and each Licensed Affiliate to be bound by the proposed amendment.

5.3 No Third-Party Beneficiaries. Because Metro regulates the transport of solid waste generated within its jurisdictional boundary and given the nature of this Agreement among the Parties, Metro is considered a third-party beneficiary to this Agreement for purposes of enforcement of applicable Metro regulations. The parties to this Agreement must notify Metro immediately if this Agreement terminates for any reason.

5.4 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

5.5 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

5.6 Governing Law. This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws provisions thereof to the extent such principles

or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

5.7 Waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

5.8 Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Licensee and the Licensed Affiliates with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

SAFETY-KLEEN SYSTEMS, INC.

By Rebecca Underwood
Name: Rebecca Underwood
Title: President

EMERALD SERVICES, INC.

By William F. Connors
Name: William F. Connors
Title: Sr. Vice President, Compliance

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

By William F. Connors
Name: William F. Connors
Title: Sr. Vice President, Compliance

THERMO FLUIDS, INC.

By William F. Connors
Name: William F. Connors
Title: Sr. Vice President, Compliance

SCHEDULE I

List of Licensed Affiliates

Emerald Services, Inc.

Clean Harbors Environmental Services, Inc.

Thermo Fluids, Inc.