



Solid Waste Facility License Application

Application packet for a new license, license renewal, change of authorization request or change in ownership for facilities that:

- Process non-putrescible (dry) waste
- Reload solid waste
- Compost or reload yard debris
- Process source separated recyclable materials

Updated July 2024

oregonmetro.gov

Metro
Waste Prevention and Environmental Services
600 NE Grand Ave.
Portland, OR 97232-2736
SWICC@oregonmetro.gov

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232

This packet contains an application for a Metro Solid Waste Facility License. You may also want to review the relevant sections of Metro Code. Metro Code Chapter 5.01 identifies which solid waste facilities and activities require a Metro license. You can access the Metro Code via the Metro website at www.oregonmetro.gov/metro-code.

Metro staff will generally review an application for completeness within 15 business days of receipt and notify the applicant whether their application is deemed to be complete. If an application is incomplete, Metro will notify the applicant as to what additional information is required.

Application for a new Solid Waste Facility License

An applicant seeking a new Metro Solid Waste Facility License must first attend a pre-application conference before submitting an application. The purpose of the pre-application conference is for Metro to obtain a description of the proposed solid waste facility and provide the applicant with information regarding the applicable requirements for the proposed operation. The conference also provides the applicant with an opportunity to discuss the application process and to identify any potential issues specific to its proposal. An applicant should prepare for the pre-application conference by reviewing application forms and drafting responses before the conference. To schedule a pre-application conference, contact Joanna Dyer, Metro's Solid Waste Authorization Coordinator at 971-401-0976 or via email at SWICC@oregonmetro.gov.

After completing the pre-application conference, an applicant seeking a new license must submit to Metro a completed *Solid Waste Facility License Application* form and provide all additional information as required. Metro will generally approve or deny a new license within 180 days after Metro deems the application to be complete. The fee for filing a license application is \$300. See Metro Code Chapter 5.01 for more information regarding the issuance of a license.

Renewal of an Existing License

An applicant seeking to renew an existing license without substantive changes to the current authorization must submit a completed *Solid Waste Facility License Application* form and provide all additional information as required, unless Metro staff directs otherwise. License renewal applications must be submitted not less than 120 days before the current license expires. If a licensee fails to submit a timely renewal application, the licensee's authority to operate may lapse. Additionally, Metro is not obligated to renew a license earlier than the expiration date of the existing license even if the licensee files a renewal application more than 120 days before the existing license expires. The fee for filing a license renewal application is \$300. See Metro Code Chapter 5.01 for more information regarding the renewal of licenses.

Change of Authorization to an Existing License

An applicant seeking a change of authorization for an existing license (other than renewal) must submit to Metro a completed *Solid Waste Facility License Application* form and provide all additional information as required unless Metro staff directs otherwise. The applicant cannot implement the requested change of authorization until Metro approves it in writing. The fee for filing a change of authorization application is \$100. See Metro Code Chapter 5.01 for more information regarding changes of authorization for licenses. Metro may require the applicant to apply for a new license if there is a significant change in the types of solid waste accepted or activities performed at a facility.

Transfer of Ownership or Control of an Existing License

An applicant seeking to transfer ownership or control of an existing license must submit to Metro a completed *Solid Waste Facility License Application* form and provide all additional information as required, unless Metro staff directs otherwise. See Metro Code Chapter 5.01 for more information regarding requirements for the transfer of ownership for a licensed facility.

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232

INSTRUCTIONS

1. Complete all applicable parts of application.
2. Review confidentiality section and sign last page of application.
3. Attach required documents.
4. Submit application and attachments via email to SWICC@oregonmetro.gov.
5. Pay the application fee using one of the following methods:
 - a. **Credit card:** To pay the application fee by credit card, call or email Metro's Accounts Receivable at 503-797-1620 or accounts.receivable@oregonmetro.gov; or
 - b. **By Mail:** To pay by check, include the name of the facility and "Metro Solid Waste Facility License application fee" on the check and mail to:

Metro
Unit 20
PO Box 4500
Portland, OR 97208-4500

Questions? Contact Metro's Solid Waste Authorization Coordinators at SWICC@oregonmetro.gov.

PART 1 – Standard License Application Information

1. Applicant (Licensee)	
Facility Name:	GrayMar Environmental Services, LLC
Company Name:	GrayMar Environmental Services, LLC
Facility Street Address, City, State, Zip:	905 NW Corporate Drive Troutdale, OR 97060
Facility Mailing Address, City, State, Zip:	100 Springdale Road, Suite A3, Box #302 Cherry Hill, NJ 08003
Contact Person & Title:	Michael Gray, President
Phone Number:	(509) 770-4456
E-mail Address:	mgray@graymarenv.com

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232

2. Type of Application (please check one)

<input checked="" type="checkbox"/>	New license <i>Date of Pre-Application Conference: 08/27/2024 with Joanna Dyer</i>	<i>Current Metro Solid Waste Facility License Number:</i> _____
<input type="checkbox"/>	Renewal of an existing license	
<input type="checkbox"/>	Change of authorization to an existing license (other than a renewal) <i>Please describe the proposed change below in Section 4.</i>	
<input type="checkbox"/>	Transfer of ownership or control of an existing license	

3. Type of facility (please check one)

<input checked="" type="checkbox"/>	Non-putrescible (dry) waste material recovery facility
<input type="checkbox"/>	Source-separated recyclable material recovery facility
<input type="checkbox"/>	Source-separated food waste reload facility
<input type="checkbox"/>	Yard debris reload facility
<input type="checkbox"/>	Yard debris composting facility
<input checked="" type="checkbox"/>	Other solid waste reload or processing facility

4. If seeking a change of authorization to an existing license, please explain the proposed change below (attach additional pages if necessary). Complete all remaining sections of this form as they pertain to the request.

N/A

5. Applicant's Owner or Parent Company

(Provide information for all owners and corporate structure if applicable)

Company Name:	N/A
Mailing Address, City, State, Zip:	
Contact Person & Title:	
Phone Number:	
E-mail Address:	

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232

6. Site Operator (if different from Applicant)

Company Name:	N/A
Mailing Address, City, State, Zip:	
Contact Person & Title:	
Phone Number:	
E-mail Address:	

7. Site Description

Tax Lot(s): 1309 (Lot 9)	Section: 26A	Township: 1N	Range: 3E
--------------------------	--------------	--------------	-----------

8. Land Use

Present Land Use Zone:	Industrial	
Is proposed use permitted outright?	<input checked="" type="checkbox"/> Yes If yes, attach a copy of the <i>Land Use Compatibility Statement</i> (See Attachment D).	<input type="checkbox"/> No
Is a conditional use permit necessary for the facility?	<input type="checkbox"/> Yes If yes, attach a copy of the <i>Conditional Use Permit</i> (See Attachment F)	<input checked="" type="checkbox"/> No
Are there any land use issues presently pending with the site?	<input type="checkbox"/> Yes If yes, please explain the land use issues below.	<input checked="" type="checkbox"/> No
Description of the pending land use issues identified above:	N/A	
Are any permits required from the Oregon Department of Environmental Quality (DEQ)?	<input type="checkbox"/> Yes If yes, please list all DEQ permits below and attach copies with this application (see Attachment F).	<input checked="" type="checkbox"/> No
Listing of all required DEQ permits:	N/A	
Are any other local permits or building codes required?	<input type="checkbox"/> Yes If yes, please list all other required permits below and attach copies with this application (see Attachment F).	<input checked="" type="checkbox"/> No

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232

Listing of other required permits:	N/A
------------------------------------	-----

9. Land Owner

Is the applicant the sole owner of the property on which the facility is located?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No If no, please complete this section with additional pages if necessary and attach a completed <i>Property Use Consent Form</i> (see Attachment E).
Property Owner:	PNWP LLC I-84 EX, an Oregon limited liability company	
Mailing Address, City, State, Zip:	6600 SW 105 th Avenue, Suite 175 Beaverton, OR 97008	
Phone Number:	Mitch Page (503) 369-1764	
E-mail Address:	mitch.page@pnwprop.com	

10. Public/Commercial Operations

Will the facility be open to the public (e.g., non-commercial self-haul customers)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will the facility be open to non-affiliated commercial solid waste collectors?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will the facility accept waste from outside the boundary of Metro?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

11. Operating Hours and Traffic Volume

	Public (non-commercial self-haul)	Commercial Affiliated	Commercial Non-Affiliated
Operating Hours	N/A	N/A	6am - 6pm
Customer Hours (if different)	N/A	N/A	7am - 5pm
Estimated Vehicles Per Day	N/A	N/A	15

11. GrayMar location is open to GrayMar employees only. GrayMar employees retrieve the waste from various surrounding locations and transport it back to 905 NW Corp. to be reloaded/consolidated into lined bins. Once the bin is full, it is transported to Wasco County Landfill. By doing this, we reduce our carbon footprint and minimize required landfill space.

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232

12. Inbound Waste/Feedstock by Type

Identify the types of waste/feedstock and annual tonnage amounts that the applicant expects to receive at the facility. Also, identify how the applicant will manage each waste stream, the expected tip fees that the applicant will post at the facility, and the length of time required to process each waste stream (attach additional pages if necessary).

Waste/Feedstock Type	Accepted at Facility	Expected Annual Tonnage Amount	Type of Activity to be Performed on Waste	Expected Tip Fee (per Ton)	Estimate the maximum and typical lengths of time required to process each day's receipt of each waste/feedstock type
Source-Separated Wood:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Source-Separated Yard Debris:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Source-Separated Yard Debris Combined with Residential Food Waste:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Source-Separated Commercial and Other Food Waste:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Inerts (e.g., rock, concrete, etc.):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Non-Putrescible (dry) Waste:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	135 tons	Reloading	\$30 per ton	.5 hours *(Stored on-site for up to 96 hrs.)
Source-Separated Recyclables:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Special Wastes (please specify):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Petroleum Contaminated Soil:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	15 tons	Reloading	\$30 per ton	.5 hours *(Stored on-site for up to 96 hrs.)
Putrescible (wet) waste:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Other Waste/Feedstocks (please specify):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Other Waste/Feedstocks (please specify):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

12. It takes approximately .5 hrs per day to remove waste from GrayMar trucks and reload into lined bin kept on-site. Once the bin is full, it is transported to the waste facility site (Wasco).

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232

13. Inbound Waste/Feedstock by Generator

Identify the generator type and the expected annual tonnage of waste/feedstock that the facility will receive and recover from each type. Add additional rows if necessary.

Generator Type *	Tons Received **	Tons Recovered **	Tons Residual **
Transportation	120 tons	N/A	N/A
Manufacturers	30 tons	N/A	N/A
TOTAL TONS:	150 tons		

* Example: commercial, residential, self-haul, etc.

** Tons received = tons recovered + tons residual

14. Outbound Waste and Materials

List the expected destination and amount of each type of outbound solid waste and materials that the applicant expects to transport from the facility (attach additional pages if necessary).

Destination Site (Name and address)	Waste/ Material Type	Expected Annual Tonnage	Purpose Of Delivery *
Wasco County Landfill A Waste Connections Company 2550 Steele Road The Dalles, OR 97058	Non-Putrescible Waste, Petroleum Contaminated Soil	150 tones	Disposal

*Example: disposal, recovery, land reclamation, beneficial use, etc.

13. There is no residual waste as waste is reloaded into lined bins and then transported to the waste facility.

Solid Waste Facility License Application



Metro

600 NE Grand Ave.
Portland, OR 97232

15. Subcontractors

Provide the name, address and function of all subcontractors involved in the facility operations, if applicable (this does not include janitorial staff):

Name	Address	Function
N/A		

PART 2 – Standard Attachments to License Application

New License, License Renewal and Change of Authorization

- The applicant must provide a current version of all of the following attachments with each application unless otherwise directed by Metro.
- The applicant must clearly label each attachment submitted as part of the application. A description of each attachment is provided in Appendix A.

Check if included	Attachment
<input checked="" type="checkbox"/>	Attachment A: Site Plan
<input checked="" type="checkbox"/>	Attachment B: Operating Plan
<input checked="" type="checkbox"/>	Attachment C: Proof of Insurance
<input checked="" type="checkbox"/>	Attachment D: Land Use Compatibility Statement (LUCS)
<input checked="" type="checkbox"/>	Attachment E: Property Use Consent Form (This form is not necessary if the property is solely owned by the applicant)
<input type="checkbox"/>	Attachment F: Required Permits
<input type="checkbox"/>	Attachment G: Facility Design Plan (NEW CONSTRUCTION ONLY)

PUBLIC NOTICE AND CONFIDENTIAL INFORMATION

- This application and all of the supporting documentation that the applicant provides is subject to Metro’s public notice procedures. Metro will notify and provide the public with an opportunity to review and comment on the proposed application. The public notice may include, but is not limited to, posting the complete application on Metro’s website.
- The applicant may identify as confidential any reports, books, records, maps, plans, income tax returns, financial statements, contracts and other similar written materials of the applicant that are directly related to the proposed application and that are submitted to or reviewed by Metro. The applicant must prominently mark any information that it claims confidential with the mark "CONFIDENTIAL" before submitting the information to Metro. Subject to the limitations and requirements of ORS Chapter 192 (public records law) and other applicable laws, Metro will treat as confidential any information so marked and will make a good faith effort to not disclose that information unless Metro's refusal to disclose the information would be contrary to applicable Oregon law.
- These conditions do not limit the use of any information submitted to or reviewed by Metro for regulatory purposes or in any enforcement proceeding. In addition, Metro may share any confidential information with representatives of other governmental agencies provided that, consistent with Oregon law, those representatives agree to continue to treat the information as confidential and make good faith efforts to not disclose the information.

APPLICANT CERTIFICATION

An authorized agent of the applicant must sign this application. Metro will not accept an application without a signature.

I certify that the information contained in this application is true and correct to the best of my knowledge. I agree to notify Metro within 10 days of any change in the information submitted as a part of this application.

Signature of authorized agent Michael S. Gray Date 10/17/2024

Print name Michael S. Gray

Title President

Email mgray@graymarenv.com Phone (509) 770-4456

ATTACHMENT A

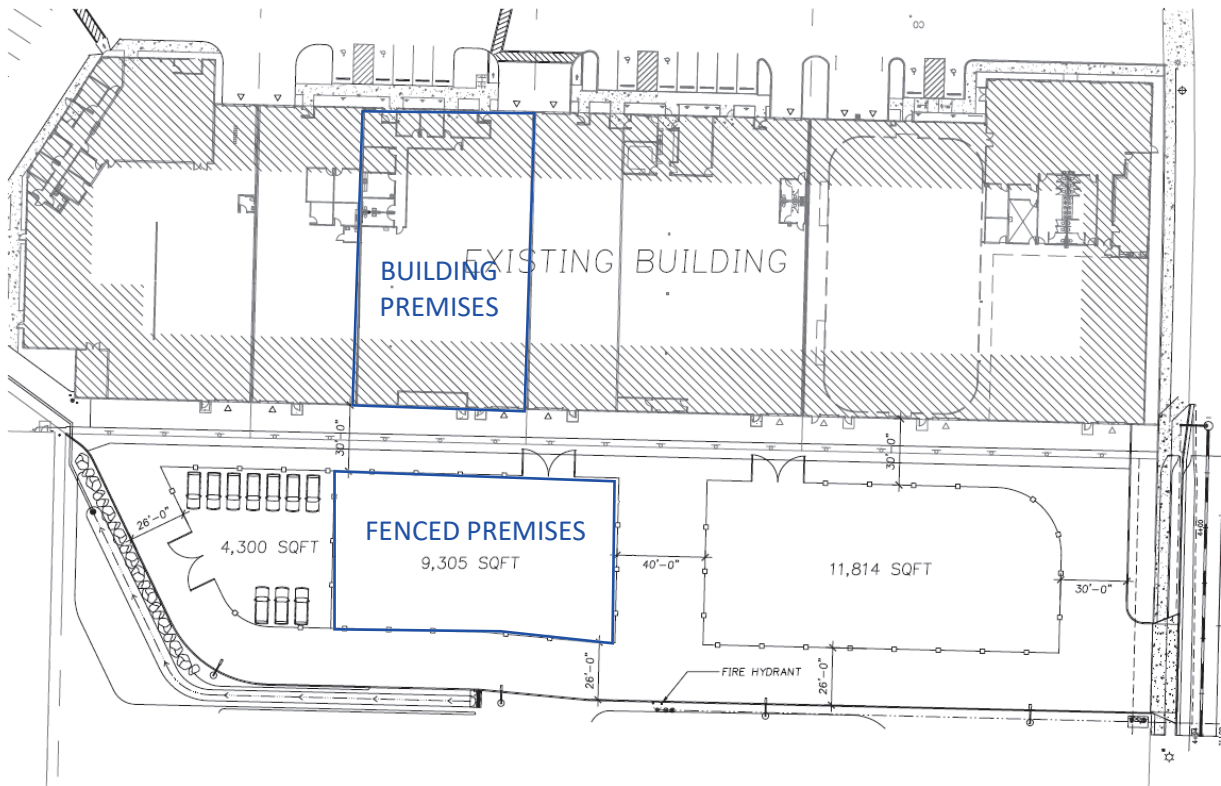
ATTACHMENT A: SITE PLAN

The applicant must submit a facility design plan showing the location of the facility at an appropriate scale. An aerial photograph, Google image or scaled drawing is acceptable, and must include all of the information described below, labeled in a legible manner. If any portion of facility operations takes place within an enclosed building, submit a separate image or diagram labeling the required information for internal operations.

- 1) Property and External Operations. Identify the location of:
 - a) The facility site, including all property boundaries
 - b) Access roads
 - c) All buildings on the property (existing and proposed)
 - d) Scale(s) and scale house(s)
 - e) Fencing and gates
 - f) Paved areas
 - g) Vegetative buffer zones and berms
 - h) Bioswales, if present on site
 - i) Exterior storage areas or stockpiles of solid waste accepted by the facility as indicated in the application, including maximum pile height
 - j) Storage areas for the temporary containment of prohibited waste that the facility inadvertently receives, while awaiting proper removal or disposal of the prohibited waste. (The facility must cover and enclose the containment areas and construct them in a manner to prevent leaking and contamination.)
 - k) Water sources for fire suppression
 - l) All receiving, processing, reload and storage areas
 - m) Load checking areas (as applicable)
 - n) On-site traffic flow patterns
 - o) Facility signage
 - p) COMPOST FACILITY ONLY: Compost/curing piles/windrows, aeration systems including bio-filters, or enclosed structures to prevent odors from being detected offsite
 - q) COMPOST FACILITY ONLY: The prevailing wind direction, by season, identified on a map or aerial photograph
- 2) Internal operations. Identify the location of:
 - a) All receiving, processing and reload areas
 - b) Load checking areas
 - c) Storage areas for solid waste accepted by the facility as indicated in the application
 - d) Storage areas for the temporary containment of prohibited waste that the facility inadvertently receives, while awaiting proper removal or disposal of the prohibited waste. (The facility must cover and enclose the containment areas and construct them in a manner to prevent leaking and contamination.)
 - e) Traffic flow patterns within buildings
 - f) Compactor or other processing equipment
 - g) Fire suppression equipment



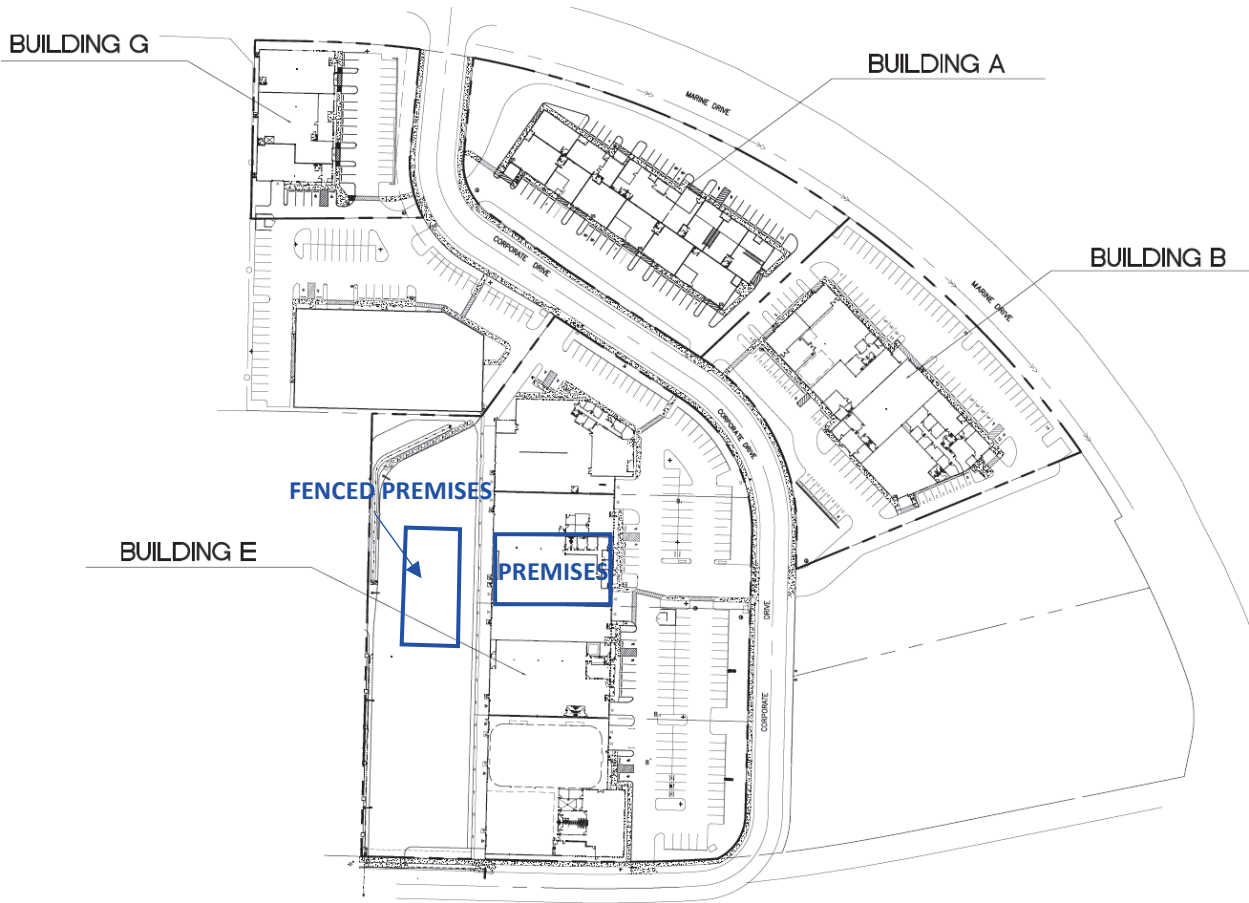
EXHIBIT A
FLOOR PLAN



For illustration purposes only. Not to scale.

Initials DS
DS
EB

EXHIBIT B
SITE PLAN



For illustration purposes only. Not to scale.

Initials
DS
DS
EB

GRAYMAR ENVIRONMENTAL

Legend

📍 905 NW Corporate Dr

- Location of receiving building
- Storage non-putrescible & petroleum contaminated soil
- Receiving, processing, reload and storage area
- Fire suppression system



Google Earth

Image Landsat / Copernicus

700 ft

ATTACHMENT B

ATTACHMENT B: OPERATING PLAN

The applicant must submit an operating plan for review and approval by Metro, subject to any additional elements as required in the license - if one is approved and issued. The operating plan must describe the following, at a minimum:

- 1) Types of solid wastes the facility will accept
- 2) Procedures for material recovery including:
 - a) Procedures for segregating and managing loads of incoming source-separated recyclables from other materials
 - b) Procedures for recovering materials from solid waste, including equipment to be used on site (e.g. sorting lines, hand picking, magnets, etc.)
- 3) Procedures for managing waste and other materials; identify the type of equipment that will be used to process, reload and transport waste to a processing facility or disposal site
- 4) Description of the general markets for the material(s) recovered at the facility
- 5) Procedures for measuring and keeping records of the amount of materials received, recovered, and disposed. These procedures must comply with Metro's record keeping and reporting requirements as described in *Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements*.
- 6) Procedures for inspecting loads, including:
 - a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes
 - b) Objective criteria for accepting and rejecting loads
 - c) Protocol for identifying, isolating and testing material that may contain asbestos
- 7) Procedures for storage of waste and other materials including:
 - a) Description of waste types that will be stored on site
 - b) Procedures for managing stockpiles
 - c) Procedures for removing waste and other materials off site at sufficient frequency to avoid creating material degradation, nuisance conditions or safety hazards
- 8) Procedures for rejecting or managing prohibited wastes including:
 - a) Procedures for rejecting, managing, reloading and transporting any hazardous, prohibited or unauthorized wastes discovered at the facility to an appropriate facility or disposal site
 - b) Procedures and methods for notifying generators to not place hazardous waste or other prohibited waste in drop boxes or other collection containers destined for the facility
- 9) Procedures for odor mitigation, including:
 - a) A management plan that the facility will use to control and minimize odors of any derivation from the facility including odorous loads
 - b) Procedures for receiving and recording odor complaints, immediately investigating any odor complaints to determine the cause of odor emissions, and promptly correcting any odor problem at the facility
- 10) Procedures for controlling and minimizing nuisances and other offsite impacts including: noise, vectors, dust and litter. These procedures must include a description of the methods that the facility will use to encourage its customers to cover waste loads delivered to the facility.
- 11) Procedures the facility will follow in case of a fire or other emergency
- 12) Procedures for fire prevention, protection and control measures used at the facility.
- 13) Closure procedures and costs required to:
 - a) Properly close the facility and cease further solid waste activities; and
 - b) Restoring the site to its condition before the applicant engaged in the licensable activity. Closure may include, but is not limited to, removal of all on-site solid waste stockpiles accumulated after Metro issued a Metro Solid Waste Facility License.



GRAYMAR Environmental Services, LLC, Corporate Address: 601 S Pioneer Way, Suite F#218, Moses Lake, WA 98837

Permitted Branch Location: 905 NW Corporate Drive Troutdale, OR 97060

Emergency Response 24/7 Phone Number: (866) 472-9627

ATTACHMENT B

OPERATING PLAN

ATTACHMENT B: OPERATING PLAN

The applicant must submit an operating plan for review and approval by Metro, subject to any additional elements as required in the license - if one is approved and issued. The operating plan must describe the following, at a minimum:

1. Applicant (Licensee)	
Facility Name:	GrayMar Environmental Services, LLC
Company Name:	GrayMar Environmental Services, LLC
Facility Street Address, City, State, Zip:	905 NW Corporate Drive Troutdale, OR 97060
Facility Mailing Address, City, State, Zip:	100 Springdale Road, Suite A3, Box #302 Cherry Hill, NJ 08003
Contact Person & Title:	Michael Gray, President
Phone Number:	(509) 770-4456
E-mail Address:	mgray@graymarenv.com

1) Types of solid wastes the facility will accept

- **Non-Putrescible (dry) Waste, Petroleum Contaminated Soil.**

2) Procedures for material recovery including:

a. Procedures for segregating and managing loads of incoming source-separated recyclables from other materials

- **NA - Only bulk containerized TPH and like soils will be received for reloading on the site into Rolloffs. The only segregating that will take place is if larger pieces of cardboard or metal pieces are seen in the soils as they are dumped and readied for reloading into the Rolloffs.**

a) Procedures for recovering materials from solid waste, including equipment to be used on site (e.g. sorting lines, hand picking, magnets, etc.)

- **Remove contents of drums, sacks, cubic yard boxes containing nonhazardous materials and consolidate into 20-yard containers. Containers will be dumped into the Rolloff directly or in some cases dumped onto the concrete pad to remove the card board from the tri-walls or the poly sacs used to hold the soils. These will be handpicked from the**

small mound of soils and put into the 40-yard trash container on the site for future disposal. The drums will be brushed clean, lids put on and stacked on their side in a drum storage area on the concrete so not to allow water collection in the empty drums.

- 3) Procedures for managing waste and other materials; identify the type of equipment that will be used to process, reload and transport waste to a processing facility or disposal site
 - **Graymar will use drum tippers on forklifts to empty drums and the reloading of soils into the 20-yard Rolloffs for transport and disposal. The tri-wall containers and super-sacks of soils will be dumped on the concrete processing pad where the debris (tri-walls/super-sacks) is removed. They will be put into the regular 40-yard trash container on the site for future disposal.**
- 4) Description of the general markets for the material(s) recovered at the facility
 - **There is no market for the TPH soils.....they will be sent to the Wasco County Landfill, A Waste Connections Company operated landfill located at 2550 Steele Road The Dalles, OR 97058. The trash (emptied tri-walls and super-sacks) will be put into GrayMar's 40-yard trash Rolloff on site and removed during our standard site trash pickup.**
- 5) Procedures for measuring and keeping records of the amount of materials received, recovered, and disposed. These procedures must comply with Metro's record keeping and reporting requirements as described in Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements.
 - **All containers coming into the GrayMar facility for reloading are done so on a Bill of Lading or Non-HAZ Manifest. The documents lists the clients name (generator), type and class of waste, number of containers, container type, and weight. These documents are put into a file specific for the Rolloff that the material is being bulked into. This file is then kept as part of the record when container is shipped to determine estimated weight. The file is attached to the manifest and kept on record at the GrayMar branch location. This process will meet the Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements**
- 6) Procedures for inspecting loads, including:
 - a) Procedures for inspecting incoming loads for the presence of prohibited or unauthorized wastes
 - **The yard supervisor will be responsible for visual inspection of all drums, super-sacks, and boxes of soils as received and brought in by GrayMar drivers.**
 - b) Objective criteria for accepting and rejecting loads
 - **Rejection procedures for loads containing prohibited or unauthorized wastes: In the event of inadvertent off-loading of unacceptable materials, any such material will be segregated and isolated from other materials, and remain so while appropriate alternatives are**

determined including, in the event of hazardous materials, contact and compliance with agencies having jurisdiction in such matters. Origin of material is determined so the customer can be contacted to dispose of the material correctly.

Hazardous Wastes:

- If hazardous waste is discovered after the load is dumped, safety considerations will be made by trained staff with proper PPE clothing and equipment will bag or otherwise contain the material and place it in a hazardous, sealed drop-box or bin. If safety of workers cannot be assured, emergency hazmat personnel will be contacted. All hazardous material will be disposed of at the appropriate facility. There may be required reporting requirement to the appropriate agencies as well as every effort to rectify the issue with the client/generator where the waste soils were picked up.

Prohibited Wastes (non-regulated):

- If prohibited waste is identified after dumping, it will be separated from authorized materials if possible and placed into a bin for transfer to the landfill. If separation is not possible, all waste will be reloaded into a drop box for disposal. All charges associated with this waste will be passed on to the customer who generated the containers of waste misrepresented to GrayMar.

GrayMar drivers are that are utilized to pick up containers of TPH and like soils are made aware of acceptable and unacceptable waste and procedures required to make the pick-up or no pick-up decision.

Asbestos Protocol: Drivers delivering material loads of material must provide the spotter a copy of the Asbestos testing paperwork, showing there was no presence of asbestos containing material. If any of these loads do not provide paperwork, the load is rejected and not allowed to dump at our facility.

- a. Protocol for identifying, isolating and testing material that may contain asbestos

- **NA....TPH soils only**

7. Procedures for storage of waste and other materials including:

- **Non-Putrescible solid waste (soils) prior to reloading are offloaded and kept on a concrete containment pad prior to being inventoried, opened, and bulked into the 20-yard roll-offs on site for transport and disposal to the Wasco County Landfill, A Waste Connections Company operated landfill located at 2550 Steele Road The Dalles, OR 97058.**

- a) Description of waste types that will be stored on site

- **Drums and tri-wall containers of non-regulated TPH soils will be brought in and stored on a concrete containment pad until emptied, inspected and soils loaded into roll-off containers, usually 20-yards in size. Prior to emptying of the containers the generators**

name, information, waste type, container type and quantity will be documented onto a transfer bill of lading prior to loading emptying containers and reloading soils into the Rolloff awaiting sampling and shipment.

a. Procedures for managing stockpiles

- **Not applicable.....the only piles of soils to be handled will be those emptied from the tri-walls and super-sack containers on the containment pad. The emptied soils will be immediately upon inspection be picked up by GrayMar's bobcat on site and dumped/bulked into the 20-yard Rolloff on site to be readied for transport and disposal at the Wasco County Landfill, A Waste Connections Company operated landfill located at 2550 Steele Road The Dalles, OR 97058.**

a. Procedures for removing waste and other materials off site at sufficient frequency to avoid creating material degradation, nuisance conditions or safety hazards

- **Rolloff containers as filled will be first sampled to verify they meet the specific waste profile, paperwork completed, and transportation scheduled, utilizing GrayMar drivers and transport vehicles to the Wasco County Landfill, A Waste Connections Company operated landfill located at 2550 Steele Road The Dalles, OR 97058.**

7) Procedures for rejecting or managing prohibited wastes including:

a) Procedures for rejecting, managing, reloading and transporting any hazardous, prohibited or unauthorized wastes discovered at the facility to an appropriate facility or disposal site

- **Rejection procedures for loads containing prohibited or unauthorized wastes: In the event of inadvertent off-loading of unacceptable materials, any such material will be segregated and isolated from other materials, and remain so while appropriate alternatives are determined including, in the event of hazardous materials, contact and compliance with agencies having jurisdiction in such matters. Origin of material is determined so the customer can be contacted to dispose of the material correctly.**

b) Procedures and methods for notifying generators to not place hazardous waste or other prohibited waste in drop boxes or other collection containers destined for the facility

- **GrayMar sales personnel, administrative personnel and drivers are all trained to inform client/generators what can and what cannot be put into specific waste streams. In the case of the TPH soils program, GrayMar will put together an instructional flier and regularly supply this instructional flier on how to handle the generated TPH Soils to the client/generator of the TPH soil waste streams.**

8) Procedures for odor mitigation, including:

- a) A management plan that the facility will use to control and minimize odors of any derivation from the facility including odorous loads
- **TPH soils that is reloaded at this facility will be removed within 96 hours on the average and due to the fact that the material is made of dry to damp TPH impacted soils rarely ever has an odor. Transfer containers are cleaned as needed to maintain a sanitary operating environment, and to prevent buildup of any potential odor containing residue and unsightliness.**
 - **All personnel are vigilant in their awareness of any odor issues that may develop on the property. Use of a bobcat with sweeper attachment or manned brooms will be utilized daily to clean under trailers and concrete surfaces where containers are stored. This will helps to eliminate areas that may develop any odors as well as reduce completely the accumulation of dust that may occur from truck traffic or the emptying of containers into the Rolloffs on site.**
- b) Procedures for receiving and recording odor complaints, immediately investigating any odor complaints to determine the cause of odor emissions, and promptly correcting any odor problem at the facility
- **Odor Complaints are to be logged and addressed immediately. They are resolved as soon as possible and reported as required to DEQ and Metro. Follow-up to the reporting party is also included in the log. An EPA approved odor minimization product will be utilized if required.**
 - **GrayMar will utilize a product should odor persist like Pinkwater and Activator manufactured by BioSolve. Volatile organic compound (VOC) emissions inevitably result when excavation takes place in hydrocarbon impacted soils, or when containerized and bulked. The odors resulting from these emissions may simply be a public nuisance or could pose a health hazard to workers and the general public. BioSolve® Pinkwater or BioSolve® Activator offer a safe, simple, cost-effective method vapor suppression and odor control at remediation and brownfield excavation sites by suppressing VOCs at the source – on the soil surface.**
 - **Pinkwater and Activator work by encapsulating hydrocarbons and “locking” VOCs in the soil, allowing work to continue unabated. In tests conducted at Tufts University (Medford, MA) hydrocarbon VOCs were reduced by 99+% compared to treatment with water or no treatment at all. Odor suppression remained effective for almost 60 minutes before gradually returning. Pinkwater is an excellent product for most sites. For environmentally sensitive areas, Activator may be preferred as it is readily biodegradable and is formulated from ingredients on EPA’s Safer Chemical Inventory List.**
- 1) Procedures for controlling and minimizing nuisances and other offsite impacts including: noise, vectors, dust and litter. These procedures must include a description of the methods that the facility will use to encourage its customers to cover waste loads delivered to the facility.
- **Noise: This facility is surrounded by light industrial businesses, with similar sound levels of operation. Residential zoning is far enough from this facility to have no impact.**
- 2) Procedures the facility will follow in case of a fire or other emergency

- In the event of a fire or other emergency, the facility supervisor will immediately call emergency services. In addition, if it can be safely accomplished, the facility supervisor will attempt to extinguish the fire with a hand-held fire extinguisher provided at the site.

3) Procedures for fire prevention, protection and control measures used at the facility.

- The facility will be equipped with fire extinguishers of a type, size and number as recommended by the local fire department. Employees will receive training when hired. They will be given instruction on fire-fighting techniques and given safety precautions to ensure their well-being.
- There is also one fire hydrant is located as can be seen in the attached drawing within 100 or so feet southeast of the soil storage and reloading area located just outside the GrayMar property fence line
- Additionally the reloading area will have an Emergency Eye Wash Station and First aid kit with signs directing personnel to them. Also all GrayMar employees are giving AED/CPR Training every other year.
- Emergency spill containment supplies will also be located on and/or near the soil reloading area and will include pads, booms and absorbent granules.

Emergency Evacuation:

- In case of emergency, evacuation of all personnel is immediate all personnel are trained to meet at an agreed upon gathering point dependent on the type of emergency. Each person has been assigned a "buddy." They report to the supervisor if their buddy is at work that day, or absent. Drills are performed quarterly. At orientation, employees are briefed on this procedure.
- When 911 has been called, personnel are stationed at the front gate and at each corner that a fire truck or ambulance needs to turn in order to get to the emergency.
- Emergency Access: Emergency responders visit our facility on a regular basis to familiarize their crews to our operations. The entrance gate is equipped with a Knox Box for entry outside of normal operating hours.

4) Closure procedures and costs required to:

- a) Properly close the facility and cease further solid waste activities; and
- Not applicable to the full site. The reloading of the soil makes up one small task in on small footprint of the branch location. The branch is considered a full-service facility where all Emergency Response and Routine Environmental services are handled out of for the State of Oregon, southern Washington State and others if required.

- b) Restoring the site to its condition before the applicant engaged in the licensable activity. Closure may include, but is not limited to, removal of all on-site solid waste stockpiles accumulated after Metro issued a Metro Solid Waste Facility License.
- Should GrayMar decide to stop reloading activities we would pressure wash and decontaminate the storage and reloading concrete pads where reloading took place and collect samples if required just off the pad to verify no impact to the surrounding soils occurred. Since the reloading is for non-regulated TPH soils no impact of any kind should occur. The only reporting would be to Metro should we decide we no longer need the permit.

ATTACHMENT C

ATTACHMENT C: INSURANCE

The applicant must submit proof of the following types of insurance, covering the applicant, its employees, and agents:

- 1) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis. The policy must include coverage for bodily injury, property damage, personal injury, death, contractual liability, premises and products/completed operations. All insurance coverage must be a minimum of \$1,000,000 per occurrence.
- 2) Automobile insurance with coverage for bodily injury and property damage, and with limits not less than minimum of \$1,000,000 per accident or combined single limit.
- 3) The General Liability policy must name Metro, its elected officials, departments, employees, volunteers and agents as ADDITIONAL INSURED. The applicant must include the additional insured endorsement along with the certificate of insurance.
- 4) Certification of Workers' Compensation insurance that meets Oregon statutory requirements including employer's liability with limits not less than \$1,000,000 per accident or disease. If the applicant or licensee has no employees and will perform the work without the assistance of others, you may attach a certificate to that effect in lieu of the certificate showing current Workers' Compensation.



GRAYMAR Environmental Services, LLC, Corporate Address: 601 S Pioneer Way, Suite F#218, Moses Lake, WA 98837

Permitted Branch Location: 905 NW Corporate Drive Troutdale, OR 97060

Emergency Response 24/7 Phone Number: (866) 472-9627

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Joy Arakaki PHONE (A/C, No, Ext): 206 441-6300 E-MAIL ADDRESS: joy.arakaki@usi.com FAX (A/C, No): 610-362-8530														
INSURED GrayMar Environmental Services, Inc. 601 S Pioneer Way #F218 Moses Lake, WA 98837	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 449">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 449">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 449 1433 478">INSURER A : Steadfast Insurance Company</td> <td data-bbox="1433 449 1563 478">26387</td> </tr> <tr> <td data-bbox="816 478 1433 508">INSURER B : Zurich American Insurance Company</td> <td data-bbox="1433 478 1563 508">16535</td> </tr> <tr> <td data-bbox="816 508 1433 537">INSURER C :</td> <td data-bbox="1433 508 1563 537"></td> </tr> <tr> <td data-bbox="816 537 1433 567">INSURER D :</td> <td data-bbox="1433 537 1563 567"></td> </tr> <tr> <td data-bbox="816 567 1433 596">INSURER E :</td> <td data-bbox="1433 567 1563 596"></td> </tr> <tr> <td data-bbox="816 596 1433 625">INSURER F :</td> <td data-bbox="1433 596 1563 625"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Steadfast Insurance Company	26387	INSURER B : Zurich American Insurance Company	16535	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Steadfast Insurance Company	26387														
INSURER B : Zurich American Insurance Company	16535														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GPL644007102	01/24/2024	01/24/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAP667713302	01/24/2024	01/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	SXS644007302	01/24/2024	01/24/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC429023502 Includes USLH & Stop Gap	01/24/2024	01/24/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Liab Professional Liab	X	X	GPL644007102 GPL644007102	01/24/2024 01/24/2024	01/24/2025 01/24/2025	2M Per Occ/4M Agg 2M Per Occ/4M Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Metro, its elected officials, departments, employees, volunteers and agents, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER

CANCELLATION

METRO 600 NE Grand Avenue Portland, OR 97232	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

This page has been left blank intentionally.

Additional Insured-Automatic-Owners, Lessees Or Contractors



Coverage Part One-Commercial General Liability
Coverage Part Two-Contractor's Pollution Liability

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL644007102	01-24-2024	01-24-2025	01-24-2024	23175000	-----	-----

Named Insured and Mailing Address:

GRAYMAR ENVIRONMENTAL SERVICES INC
601 S PIONEER WAY
MOSES LAKE, WA 98837

Producer:

SYNAPSE SERVICES LLC
198 W HIGH ST
SOMERVILLE, NJ 08876-1862

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- ☒ COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY
☒ COVERAGE PART TWO-CONTRACTOR'S POLLUTION LIABILITY

1. Who is an Insured (Section I.) in the COMMON COVERAGE PROVISIONS is amended to include as an additional insured any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement.
2. The insurance provided to the additional insured person(s) or organization(s) applies only to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" under COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;and resulting directly from:
 - (a) Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - (b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement; and/or
 - b. "Claims" arising out of a "pollution event" under COVERAGE PART TWO - CONTRACTOR'S POLLUTION LIABILITY, caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf,and resulting directly from:
 - (a) "Covered operations" performed for the additional insured, which is the subject of the written contract or written agreement; or

(b) "Completed operations" of the "covered operations" performed for the additional insured, which is the subject of the written contract or written agreement.

3. However, regardless of the provisions of paragraphs 1. and 2. above, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide to such additional insured.

4. With respect to the insurance afforded to the additional insured under this endorsement, the following is added to **Section III – Limits Of Insurance and Deductible:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

5. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any architectural, engineering or surveying services.

6. The additional insured must see to it that:

- a. We are notified as soon as practicable of an "occurrence", offense or "pollution event", as applicable, that may result in a claim;
- b. We receive written notice of a claim or "suit" as soon as practicable; and
- c. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

7. For the coverage provided by this endorsement:

a. The following paragraph is added to Paragraph 8.a. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

Primary and Noncontributory Insurance

This Insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

b. The following paragraph is added to Paragraph 8.b. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

8. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

This page has been left blank intentionally.

Waiver of Transfer of Rights of Recovery Against Others – Blanket as Required by Contract



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL644007102	01-24-2024	01-24-2025	01-24-2024	23175000	-----	-----

Named Insured and Mailing Address:

GRAYMAR ENVIRONMENTAL SERVICES INC
601 S PIONEER WAY
MOSES LAKE, WA 98837

Producer:

SYNAPSE SERVICES LLC
198 W HIGH ST
SOMERVILLE, NJ 08876-1862

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- [☒] COVERAGE PART ONE – COMMERCIAL GENERAL LIABILITY
- [☒] COVERAGE PART TWO – CONTRACTOR'S POLLUTION LIABILITY
- [☒] COVERAGE PART THREE – PROFESSIONAL LIABILITY

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that with respect to the coverage parts indicated above Conditions (Section V.) of the COMMON COVERAGE PROVISIONS, Condition 14. Subrogation is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization whom you are required to waive your right of subrogation by a written contract or written agreement executed and effective prior to the performance of your services which is the subject of such written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

This page has been left blank intentionally.



Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: GrayMar Environmental Services, Inc.
Policy No. BAP667713302

Effective Date: 01/24/2024

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
- (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
- (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
- (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

This page has been left blank intentionally.

USDOT Number: 3168200

Date Received: _____

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to GrayMar Environmental Services Inc of Washington
(Motor Carrier name) (Motor Carrier state or province)

Dated at Schaumburg, IL on this 24 day of January, 2024.

Amending Policy Number: BAP667713302 Effective Date: 01/24/2024

Name of Insurance Company: Zurich American Insurance Company

Countersigned by: _____

(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 1 (800) 382-2150.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under [49 U.S.C. 13901](#), by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement

thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8 , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403 .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101 ; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101 , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403 .	\$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

This page has been left blank intentionally.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This page has been left blank intentionally.

ATTACHMENT D

ATTACHMENT D: LAND USE COMPATIBILITY STATEMENT (LUCS)

The applicant must submit the following information:

A copy of a completed Metro LUCS or DEQ LUCS. The Metro LUCS is available at www.oregonmetro.gov/solidwasteforms.



GRAYMAR Environmental Services, LLC, Corporate Address: 601 S Pioneer Way, Suite F#218, Moses Lake, WA 98837

Permitted Branch Location: 905 NW Corporate Drive Troutdale, OR 97060

Emergency Response 24/7 Phone Number: (866) 472-9627

Land Use Compatibility Statement (LUCS)

Solid waste application supplemental form



SUBMIT THIS FORM TO:

Metro
Solid Waste Compliance and Cleanup
600 NE Grand Avenue
Portland, OR 97232-2736
Tel: (503) 797-1835
Fax: (503) 813-7544
SWCC@oregonmetro.gov

Metro use only

DATE RECEIVED:

DATE DEEMED COMPLETE BY METRO:

METRO Land Use Compatibility Statement (LUCS)

WHAT IS A LUCS? A Land Use Compatibility Statement is the document that Metro relies on to determine that an application to Metro for a solid waste facility license or franchise is compatible with the applicant's local land use approval.

WHEN IS A LUCS REQUIRED? A completed LUCS should accompany each application for a new Metro solid waste facility license, or franchise and any application for a change of authorization to add new activities to an existing license or franchise.

HOW TO COMPLETE A LUCS: The applicant must fill out Section 1 of the form and then submit the form to the local city or county planning office where Section 2 is completed. The local planning office will determine if the facility meets local land use requirements concerning planning and zoning. The applicant then submits the LUCS to Metro as part of its license or franchise application.

WHERE TO GET HELP: Questions on the Metro LUCS can be directed to Metro Solid Waste Compliance and Cleanup Division staff responsible for processing the Metro license or franchise application at (503) 797-1835.

SECTION 1: To be completed by the applicant:

1. Applicant Information		
Facility Name:	905 NW Corporate Drive Troutdale OR	
Company Name:	GrayMar Environmental Services, Inc	
Location Address: 905 NW Corporate Drive, Troutdale, OR 97060	Mailing Address: 100 Springdale Road, Suite A3, Box # 302, Cherry Hill, New Jersey, 08003	
Contact Person:	Michael S. Gray	
Phone Number: (509) 770-4456	Fax Number: N/A	E-mail: mgray@graymarenv.com

Land Use Compatibility Statement (LUCS)

Solid waste application supplemental form



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

2. Site Description			
Tax Lot(s): 1309 (Lot 9)	Section: 26A	Township: 1N	Range: 3E

3. Description of the type of facility, the solid wastes to be accepted and the activities to be undertaken		
A. Check all the proposed solid wastes to be accepted in the left column "Proposed waste streams". In the "Activity code" column to the right, insert the letter(s) of all the proposed activities from the list of codes (a-g) corresponding to each waste stream:		
<u>Proposed waste streams</u>	<u>Activity code(s)</u>	<u>Proposed activities and codes:</u>
<input type="checkbox"/> Putrescible mixed solid waste (i.e. residential garbage)	<input type="checkbox"/>	a) Material recovery (source separated)
<input type="checkbox"/> Food waste (source separated vegetative or non-vegetative)	<input type="checkbox"/>	b) Material recovery (mixed dry waste)
<input type="checkbox"/> Yard debris	<input type="checkbox"/>	c) Composting
<input type="checkbox"/> Wood waste (clean wood waste)	<input type="checkbox"/>	d) Reload / transfer
<input type="checkbox"/> Wood waste (painted or treated)	<input type="checkbox"/>	e) Chipping & grinding
<input checked="" type="checkbox"/> Non-putrescible mixed solid waste (dry mixed waste)	<u>d</u>	f) Other (explain in detail)
<input type="checkbox"/> Other (explain in detail)	<input type="checkbox"/>	g) NA (not applicable)
B. Description of proposed solid wastes to be accepted and proposed waste-related activities. Please describe in detail the activity you plan to perform on <u>each</u> waste you accept. Add additional pages if necessary. Consolidation of non-regulated non-hazardous materials (diesel impacted soils, debris, sediments, etc). Remove contents of drums, sacks, cubic yard boxes containing nonhazardous materials and consolidate into 20 Yard container. (Reason: Good environmental stewardship by reducing transportation (carbon footprint) and minimizing overall landfill space)		

4. This land use approval is being sought in conjunction with application to Metro for (check all that apply)			
New <input checked="" type="checkbox"/>	Amended <input type="checkbox"/>	License <input checked="" type="checkbox"/>	Franchise <input type="checkbox"/>

SECTION 2: To be completed by a city or county planning official:

1. Name of city or county that has land use jurisdiction			
City of Troutdale			
2. The proposed facility is located (check all that apply)			
<input checked="" type="checkbox"/>	Inside city limits	<input checked="" type="checkbox"/>	Inside UGB
<input type="checkbox"/>	Outside city limits	<input type="checkbox"/>	Outside UGB

Land Use Compatibility Statement (LUCS)

Solid waste application supplemental form



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

3. Consistency with local comprehensive plan and zoning ordinance

- ☐ This facility is not regulated by the local comprehensive plan and zoning ordinance.
- ☒ This facility has been reviewed and is consistent with the local comprehensive plan and zoning ordinance.
- ☐ This facility has been reviewed and is **not** consistent with the local comprehensive plan and zoning ordinance.
- ☐ Consistency of this facility with the local comprehensive plan and zoning ordinance cannot be determined until the following local approval(s) are obtained:
- | | |
|--|---|
| <input type="checkbox"/> Conditional Use Approval | <input type="checkbox"/> Development Permit |
| <input type="checkbox"/> Plan Amendment | <input type="checkbox"/> Zone Change |
| <input checked="" type="checkbox"/> Other
<u>Change of Use permit</u> | |

An application has been made for the local approvals checked above:

Yes



No



Local Government Planning Official - Reviewer Information:

Signature: 

Print Name: Nik Ramstad

Title: Assistant Planner

Date: ~~8/25/2024~~ 9/25/2024

Telephone Number: 503-674-7261

E-Mail: Nik.Ramstad@troutdaleoregon.gov

ATTACHMENT E

ATTACHMENT E: PROPERTY USE CONSENT FORM

The applicant must submit the following information if required in Part 1, section 9, of this application.

A copy of a completed Property Use Consent Form, available at
www.oregonmetro.gov/solidwasteforms.



GRAYMAR Environmental Services, LLC, Corporate Address: 601 S Pioneer Way, Suite F#218, Moses Lake, WA 98837

Permitted Branch Location: 905 NW Corporate Drive Troutdale, OR 97060

Emergency Response 24/7 Phone Number: (866) 472-9627

Property Use Consent

Solid waste application supplemental form



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

SUBMIT THIS FORM TO:

Metro

Solid Waste Compliance and Cleanup

600 NE Grand Avenue

Portland, OR 97232-2736

Tel: (503) 797-1835

Fax: (503) 813-7544

SWCC@oregonmetro.gov

Metro use only

DATE RECEIVED:

DATE DEEMED COMPLETE BY METRO:

Property Use Consent

1. Property Owner.

Name:	PNWP LLC I-84 EX, an Oregon limited liability company
Mailing Address:	6600 SW 105th Ave., Suite 175
City/State/Zip:	Beaverton, Oregon 97008
Phone Number:	

2. Site Description.

Tax Lot(s): 1309 (Lot 9)	Section: 26A	Township: 1N	Range: 3E
Address: 905 NW Corporate Drive, Troutdale, OR 97060			

3. Describe the applicant's proposed use of this property.

Reloading/Processing of solid waste (Non-hazardous) materials.

4. Describe the property interest held by the prospective Licensee or Franchisee (Applicant).

Leesee

5. Describe the duration of the interest.

Lease is through April 30, 2027. Interest may extend beyond lease date based on renewal.

Property Use Consent

Solid waste application supplemental form



Metro

600 NE Grand Ave.
Portland, OR 97232
503-797-1835

APPLICANT CERTIFICATION:

An authorized agent of the applicant must sign this form. Metro will not accept a form without a signature.

I certify that the information contained in this form is true and correct to the best of my knowledge. I agree to notify Metro within 10 days of any change in the information submitted as a part of this application.

SIGNATURE OF AUTHORIZED AGENT

Michael S. Gray

TITLE President

PRINT NAME Michael S. Gray

DATE 09/26/2024

PHONE (509) 770-4456

PROPERTY OWNER(S): This form cannot be processed without a signature.

"I consent to the applicant's proposed use of this property as described on this form. I have also read and agree to be bound by the provisions of Section 5.01 of the Metro Code if the applicant is granted a franchise or license and that franchise or license is subsequently revoked or if renewal of that franchise or license is refused." Metro Code Section 5.01 states: "Upon revocation or refusal to renew the Franchise or License, all rights of the Franchisee or Licensee in the Franchise or License shall immediately be divested."

I certify that the information contained in this form is true and correct to the best of my knowledge. I agree to notify Metro within 10 days of any change in the information submitted as a part of this application.

SIGNATURE

Brad Stern

PRINT NAME

Brad Stern

DATE

10/02/2024

PHONE

(503) 626-3500

SIGNATURE

PRINT NAME

DATE

PHONE