



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

METRO SOLID WASTE FACILITY NON-SYSTEM LICENSE

No. N-212-25

LICENSEE:
Eaton Corporation 10955 SW Avery St., Tualatin, OR 97062
CONTACT PERSON:
Aaron Max Phone: 503-869-3672 E-Mail: aaronmax@eaton.com
MAILING ADDRESS:
Eaton Corporation 10955 SW Avery St., Tualatin, OR 97062

ISSUED BY METRO:

Warren Johnson
Policy and Compliance Program Director

Date

1	NATURE OF WASTE COVERED BY LICENSE
	Non-recoverable, non-putrescible waste commingled with putrescible waste generated at two Eaton facilities located at 26850 SW Kinsman Rd. in Wilsonville, Oregon, and 10955 SW Avery St., Tualatin, Oregon.
2	CALENDAR YEAR TONNAGE LIMITATION
	The licensee is authorized to transport to the non-system facility listed in Section 3 up to 500 tons per calendar year of the waste described in Section 1.
3	NON-SYSTEM FACILITY
	1. The licensee is authorized to transport the waste described in Section 1 to the following non-system facility: Spokane Regional Waste to Energy Facility 2900 S Geiger Boulevard Spokane, WA 99224 2. This license is issued on condition that the non-system facility named in this section are authorized to accept the type of waste described in Section 1. If Metro determines that a non-system facility listed in this section is not authorized to accept such waste, Metro may immediately amend, suspend, or terminate this license pursuant to Section 9.
4	TERM OF LICENSE
	November 1, 2025 to October 31, 2028, unless amended, suspended, revoked or terminated as provided in this license.
5	COVERED LOADS
	To prevent spillage of waste while in transit, the licensee must suitably contain and cover, on all sides, all loads of the waste described in Section 1 that are transported under authority of this license to any non-system facility listed in Section 3.
6	REPORTING OF ACCIDENTS AND CITATIONS
	The licensee must report to Metro within five business days any significant incident (such as a fire), accident, or citation involving any vehicle transporting the solid waste authorized by this license.

7	REGIONAL SYSTEM FEE AND EXCISE TAX
	The licensee is liable for payment of the Metro regional system fee as provided in Metro Code Chapter 5.02, and the Metro excise tax, as provided in Metro Code Chapter 7.01, on all solid waste generated within the Metro jurisdictional boundary that is ultimately transported to a disposal site under authority of this license.

8	RECORD KEEPING AND REPORTING
	1. The licensee must keep and maintain accurate records of the amount of all waste that the licensee transports to any non-system facility listed in Section 3. These records include the information specified in the Metro document titled <u>Reporting Requirements and Data Standards for Metro Solid Waste Licensees, Franchisees, and Parties to Designated Facility Agreements</u>. 2. The licensee must: (a) Report to Metro the records required under Section 8.1, no later than 15 days following the end of each month in the form and format prescribed by Metro. An authorized representative of the licensee must certify that the report is accurate; and (b) Pay to Metro the requisite regional system fee and excise tax by the last day of the month for waste disposed of in the preceding month, in accordance with this license and Metro Code provisions applicable to the collection, payment and accounting of those fees and taxes. 3. The licensee must make available to Metro (or Metro's designated agent) all records from which Section 8.1 and 8.2 are derived for its inspection or copying or both, as long as Metro provides at least three business days written notice of an intent to inspect or copy documents. The licensee must also sign or otherwise provide to Metro any consent or waiver necessary for Metro to obtain information or data from a third party, including any non-system facility named in Section 3. 4. Metro may require the licensee to report the information required by this section on a weekly or daily basis. 5. If the licensee fails to submit the records or payments to Metro by the timeline set forth in Section 8, each day by which the licensee exceeds the due date may constitute a separate violation subject to a penalty of up to \$500 per violation, in accordance with Metro Code Chapter 5.05.

9	ADDITIONAL LICENSE CONDITIONS
	This non-system license is subject to the following conditions: 1. The transport of solid waste to any non-system facility listed in Section 3 is subordinate to any subsequent Metro decision to direct the solid waste described in this license to any other facility. 2. Metro may amend, suspend, revoke, or terminate this license pursuant to Metro Code or in the event that Metro determines that: (a) There has been sufficient change in any circumstances under which Metro issued this license; or

	(b) Metro's solid waste system or the public will benefit from, and will be better served by, transporting the waste described in Section 1 to a facility other than the one listed in Section 3. 3. The licensee cannot transfer or assign any right or interest in this license without Metro's prior written approval. 4. Metro may amend or terminate this license upon the execution of a designated facility agreement with a facility listed in Section 3 that authorizes the facility to accept the waste described in Section 1. 5. This license authorizes transport of solid waste only to the facility listed in Section 3. Transfer of waste generated from within the Metro jurisdictional boundary to any non-system facility other than that specified in this license is prohibited unless authorized in writing by Metro. 6. Metro may direct the licensee's waste flow under this non-system license to Metro Central Transfer Station or Metro South Transfer Station with a minimum of 24 hours written notice. Any redirection of the waste flow by Metro is effective immediately. 7. If the licensee exceeds the calendar year limitation set forth in Section 2, each ton or portion thereof by which the licensee exceeds the limitation constitutes a separate violation subject to a penalty of up to \$500, in accordance with Metro Code Chapter 5.05. 8. Unless otherwise specified, all terms are as defined in Metro Code Chapter 5.00.
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10	COMPLIANCE WITH LAW
	The licensee must fully comply with all applicable local, regional, state and federal laws, rules, regulations, ordinances, orders, and permits pertaining in any manner to this license. This includes all applicable Metro Code provisions and administrative rules regardless of whether this license specifically mentions or cites those provisions. All conditions imposed on the collection and hauling of the licensee's solid waste by federal, state, regional or local governments or agencies having jurisdiction over solid waste generated by the licensee shall be deemed part of this license as if specifically set forth.

11	INDEMNIFICATION
	The licensee must defend, indemnify and hold harmless Metro, its elected officials, officers, employees, agents and representatives from any and all claims, demands, damages, causes of action, or losses and expenses arising out of or related in any way to the issuance or administration of this non-system license. Expenses include, but are not limited to, all attorneys' fees, whether incurred before litigation is commenced, during litigation or on appeal.