

FOR THE PURPOSE OF GRANTING A) RESOLUTION NO. 82-315
FRANCHISE TO MARINE DROP BOX)
CORPORATION FOR THE PURPOSE OF)
OPERATING A SOLID WASTE PROCESSING)
FACILITY)

WHEREAS, Subsection 7(3) of the Disposal Franchise Ordinance requires solid waste facilities operating under a District certificate or agreement on the effective date of the Disposal Franchise Ordinance to apply for a franchise; and

WHEREAS, Marine Drop Box Corporation has operated a dunnage processing facility under a District agreement since 1977; and

WHEREAS, Marine Drop Box Corporation has complied with all franchise application requirements specified in the Disposal Franchise Ordinance; and

WHEREAS, Marine Drop Box performs a valuable service by removing wood and metal material from the waste stream; now, therefore,

BE IT RESOLVED,

That the Council of the Metropolitan Service District authorizes the District to enter into the attached franchise agreement with Marine Drop Box within 10 days of adoption of this Resolution.

PASSED by the Council of the Metropolitan Service District this 22nd day of April, 1982.



Presiding Officer

FRANCHISE NO.: 001
DATE ISSUED:
EXPIRATION DATE:

SOLID WASTE FRANCHISE
issued by the
METROPOLITAN SERVICE DISTRICT
527 SW Hall Street
Portland, Oregon 97201
503-221-1646

ISSUED TO:

NAME OF FRANCHISEE: Marine Drop Box Corporation

ADDRESS: 6849 N.E. 47th Avenue

CITY, STATE, ZIP: Portland, Oregon 97218

NAME OF OPERATOR: H. R. Miller

PERSON IN CHARGE: H. R. Miller

ADDRESS: 4702 N.E. 32nd Place

CITY, STATE, ZIP: Portland, Oregon 97211

TELEPHONE NUMBER: (503) 287-8275, (503) 281-2592

This Franchise will automatically terminate on the expiration date shown above, or upon modification, revocation or suspension, whichever occurs first. Until this Franchise terminates, Marine Drop Box Corporation is authorized to operate and maintain a processing facility located at 6849 N.E. 47th, Portland, Oregon 97218, for the purpose of accepting, processing and disposing of solid waste in accordance with the Metro Code and the attached Schedules A, B, C and D. This Franchise may be revoked at any time for any violation of the conditions of this Franchise or the Metro Code. This Franchise does not relieve the Franchise Holder from responsibility for compliance with ORS Chapter 459 or other applicable federal, state or local laws, rules, regulations or standards.

Presiding Officer, Council
Metropolitan Service District

A G E N D A M A N A G E M E N T S U M M A R Y

TO: Metro Council
FROM: Regional Services Committee
SUBJECT: Granting a Franchise to Marine Drop Box Corporation for
the Purpose of Operating a Solid Waste Processing Facility

I. RECOMMENDATIONS:

- A. ACTION REQUESTED: Adopt the attached Resolution granting Marine Drop Box Corporation a franchise to operate a solid waste processing facility.
- B. POLICY IMPACT: Marine Drop Box Corporation has operated a solid waste processing facility under a District agreement since 1977. Granting Marine Drop Box a franchise will transfer regulation of the operation from the previous certificate system to the franchise system as required by subsection 7(3) of the Disposal Franchise Ordinance. The facility complies with Metro's Solid Waste Management Plan since it removes wood and metal from the waste stream.
- C. BUDGET IMPACT: In addition to the solid waste user fees already paid to Metro by Marine, a \$100 franchise fee will be paid annually to Metro by the company.

II. ANALYSIS:

- A. BACKGROUND: Marine Drop Box Corporation operates a processing facility located at 6849 N.E. 47th Avenue, Portland, Oregon. The company collects material dumped by ships which call at the Ports of Portland and Vancouver. This material consists primarily of wood, cables, ropes and metal clips which are used to secure cargo on inbound vessels. The wood is sold as firewood and the cable is cut up and sold as scrap. The company accepts the material only from its own collection vehicles and does not accept materials from the public. Incidental nonprocessable or nonrecyclable waste is trucked to area landfills. Estimated cubic yards received daily is 28 cubic yards; 10,000 cubic yards per year. Marine Drop Box has complied with the application requirements specified in the Disposal Franchise Ordinance.
- B. ALTERNATIVES CONSIDERED: Not granting Marine Drop Box a franchise would prohibit the company from continuing their operation. Since the company performs a valuable service by removing wood and scrap metal from the waste stream, this alternative was considered contrary to Metro's Solid Waste Management Plan.
- C. CONCLUSION: Adopt the attached Resolution granting Marine Drop Box Corporation a franchise to continue operation of their dunnage processing facility.

FRANCHISE CONDITIONS

Franchise Number: 001

Expiration Date: _____

SCHEDULE A

AUTHORIZED AND PROHIBITED ACTIVITIES

SA-1 The Franchise Holder is authorized to accept wood, cable, wire, rope, turnbuckles and metal clips. No other wastes shall be accepted unless specifically authorized in writing by Metro supplementary to this agreement.

- The franchise holder may accept solid waste from Marine Drop Box vehicles only.
- The franchise holder shall not accept solid waste from any other solid waste collection service or from the public.

FRANCHISE CONDITIONS

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SCHEDULE B

MINIMUM MONITORING AND REPORTING REQUIREMENTS

SB-1 The Franchise Holder shall effectively monitor the processing facility operation and maintain records of the following required data to be submitted to Metro:

- a. Name and address of the franchisee
- b. District registration number
- c. Month and year of each report

<u>Item or Parameter</u>	<u>Minimum Monitoring Frequency</u>
a) Cubic yards or tons of solid waste deposited by Marine Drop Box collection vehicles classified among compacted, noncompacted, and special loads	Daily
b) Number of Marine Drop Box collection vehicle trips to the processing facility	Daily
c) Unusual occurrences affecting disposal site operation	Each Occurrence
d) Construction activities	Each Occurrence
e) Dates salvage removed	Each Occurrence

Signature and title of the franchisee or its agent.

SB-2 Monitoring results shall be reported on approved forms. The reporting period is the calendar month. Reports must be submitted to Metro by the 20th day of the month following the end of each month.

SB-3 In accordance with the provisions of Metro Ordinance No. 81-111 Section 16, and Metro Code 4.03.020 (user fee) as amended the Franchise Holder shall submit to Metro on an approved form a monthly User Fee statement and payment. The Franchise Holder shall pay Metro user fee for all mixed solid wastes which are not separated at the source and which are accepted by the franchisee at the facility. The statement and payment shall be submitted on or before the 20th day of each month following the preceding month of operation. User fee schedules are subject to revisions in accordance with Metro ordinances, rules and regulations promulgated after the date of this franchise agreement.

- SB-4 The franchise holder may deduct user fees paid by the franchisee to District approved disposal sites for solid wastes delivered by the franchisee. Such deductions shall be supported by proof acceptable to Metro.
- SB-5 The franchise holder shall pay an annual franchise fee established by the Council within 30 days of the effective date of the franchise agreement.
- SB-6 The franchise holder shall report to the District any changes in excess of five (5%) percent of ownership of the franchisee's corporation or similar entity, or of the partners of a partnership within ten days of such changes of ownership.

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SCHEDULE C

COMPLIANCE CONDITIONS AND SCHEDULES

- SC-1 The Franchise Holder shall furnish Metro with proof of public liability insurance including automotive coverage within ten (10) days after receipt of the order granting this franchise. Said insurance shall be in the amount of not less than \$300,000 for each occurrence, \$500,000 for bodily injury or death for each person, and property damage insurance in the amount of not less than \$300,000 per occurrence, or such other amounts as may be required by State law for public contracts. The District shall be named as an additional insured in the policy.
- SC-2 The franchise insurance set forth in SC-1 shall be maintained during the term of the franchise. The Franchise Holder shall give thirty (30) days prior written notice to the District of any lapse or proposed cancellation of insurance coverage.
- SC-3 The Franchise Holder shall obtain a corporate surety bond in the amount of \$25,000.00 within ten (10) days after receipt of the order granting this franchise. Said bond shall guarantee full and faithful performance during the term of this franchise of the duties and obligations of the franchisee under the Solid Waste Code, applicable federal, state and local laws and rules and regulations.
- SC-4 The franchise corporate surety bond in the amount set forth in SC-3 shall be maintained by the Franchise Holder during the term of the franchise. The Franchise Holder shall give thirty (30) days written prior notice to the District of any lapse or proposed cancellation of the bond.
- SC-5 All non-putrescible solid wastes accepted by Marine Drop Box at the Facility and not recovered for reuse or recycling shall be delivered within 48 hours to a Metro approved solid waste disposal site.
- SC-6 All putrescible solid waste which has contaminated the material accepted by Marine Drop Box at the Facility shall be delivered to a Metro approved landfill site at the end of each working day.
- SC-7 The Franchise Holder may not lease, assign, mortgage, sell or otherwise transfer, either in whole or in part, its franchise to another person without prior approval by the District.

SC-8 The Franchise Holder may contract with another person to operate the processing center only upon ninety (90) days prior written notice to the District and the written approval of the Executive Officer. If approved, the franchisee shall remain responsible for compliance with this franchise agreement.

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SCHEDULE D

GENERAL CONDITIONS

- SD-1 All notices required to be given to the franchisee under this franchise agreement shall be given to H. R. Miller Marine Drop Box Corporation, 6849 N.E. 47th, Portland, Oregon 97218. All notices and correspondence required to be given to Metro under this franchise shall be given to the Solid Waste Director, Solid Waste Department, Metro, 527 S.W. Hall, Portland, Oregon 97201.
- SD-2 The conditions of this Franchise agreement shall be binding upon the franchise holder, and the franchise holder shall be responsible for all acts and omissions of all contractors and agents of the franchise holder.
- SD-3 The franchise holder is exempt from Section 14(1) of Ordinance No. 81-111.
- SD-4 In the event that the processing facility is to be closed permanently or for an indefinite period of time during the effective period of this Franchise, the franchise holder shall provide Metro with written notice, at least ninety (90) days prior to closure, of the proposed time schedule and closure procedures.
- SD-5 The franchise holder shall submit a duplicate copy to the District of any information required by the Department of Environmental Quality (DEQ) pertaining to the processing facility during the term of the Franchise. Such information shall be forwarded to the District within two (2) working days of their submission to DEQ.
- SD-6 In the event a breakdown of equipment, flooding, fire, sliding or other occurrence causes a violation of any conditions of this Franchise Agreement or of the Metro Code, the franchise holder shall:
- a. Immediately take action to correct the unauthorized condition or operation.
 - b. Immediately notify Metro so that an investigation can be made to evaluate the impact and the corrective actions taken and determine additional action that must be taken.
- SD-7 If the Executive Officer finds that there is a serious danger to the public health or safety as a result of the actions or inactions of a franchisee he/she may take whatever steps necessary to abate the danger without notice to the franchisee.

SD-8 Authorized representatives of Metro shall be permitted access to the premises of the waste disposal facility owned or operated by the franchise holder at all reasonable times for the purpose of making inspections, surveys, collecting samples, obtaining data, examining books, papers, records and equipment, performing any investigation as may be necessary to verify the accuracy of any return made, or if no return is made by the franchisee, to ascertain and determine the amount required to be paid, and carrying out other necessary functions related to this Franchise and the Metro Code. Access to inspect is authorized:

- a. during all working hours;
- b. at other reasonable times with notice;
- c. at any time without notice where, at the discretion of the Metro Solid Waste Division Director, when such notice would defeat the purpose of the entry.

SD-9 This Franchise Agreement is subject to suspension, modification, revocation or nonrenewal upon finding that a franchisee has:

- a. Violated the Disposal Franchise Ordinance, the Code, ORS Chapter 459 or the rules promulgated thereunder or any other applicable law or regulation; or
- b. Misrepresented material facts or information in the franchise application or other information required to be submitted to the District;
- c. Refused to provide adequate service at the franchised site, facility or station, after written notification and reasonable opportunity to do so.
- d. Misrepresented the gross receipts from the operation of the franchised site, facility or station; or
- e. Failed to pay when due the fees required to be paid under this Ordinance.

SD-10 This Franchise Agreement, or a photocopy thereof, shall be displayed where it can be readily referred to by operating personnel.

SD-11 The granting of this franchise shall not vest any right or privilege in the franchisee to receive specific types or quantities of solid waste during the term of the franchise.

TA/srb
5105B/292

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