



SOLID WASTE FACILITY FRANCHISE No. F-019-16B

FRANCHISEE: GSS Transfer, LLC 2131 NW Birdsdale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917	FACILITY NAME AND LOCATION: GSS Transfer, LLC 2131 NW Birdsdale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
OPERATOR: GSS Transfer, LLC 2131 NW Birdsdale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917	PROPERTY OWNER: Michael & Deborah Miller PO Box 1560 Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917

This franchise replaces and supersedes the provisions of Metro Solid Waste Facility Franchise No. F-019-16A. Metro grants this franchise to the franchisee named above. The franchisee is authorized to operate and maintain a solid waste facility and to accept the solid wastes and perform the activities authorized by and subject to the conditions stated in this franchise.

ISSUED BY METRO:


Paul Slyman, Property and Environmental Services Director


Date



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1.0	ISSUANCE	
1.1	Franchisee	GSS Transfer, LLC 2131 NW Birdsdale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.2	Corporate affiliation	Gresham Sanitary Service, Inc. 2131 NW Birdsdale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.3	Contact	Matt Miller Tel. (503) 665-2424 Fax. (503) 666-0917 e-mail: matt@gss-nw.com
1.4	Franchise number	When referring to this franchise, please cite: Metro Solid Waste Facility Franchise No. F-019-16B.
1.5	Term	The franchise originally commenced on December 13, 2016. The franchise will expire on December 31, 2019, unless amended, suspended, or revoked as provided in this franchise.
1.6	Renewal	The franchisee may apply for a franchise renewal as provided in Metro Code Chapter 5.01.
1.7	Facility name and mailing address	GSS Transfer, LLC. PO Box 1560 Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.8	Operator	GSS Transfer, LLC 2131 NW Birdsdale Av. Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917



1.9	Facility premises description	Tax Lot Identification Nos. 1S3E05AD 01500, 01600, 01700, and 1S3E05DA 00100, City of Gresham, Multnomah County, State of Oregon
1.10	Property owner	Michael & Deborah Miller PO Box 1560 Gresham, Oregon 97030 Tel. (503) 665-2424 Fax. (503) 666-0917
1.11	Permission to operate	Franchisee has obtained the property owner's consent to operate the facility as specified in this franchise.

2.0	CONDITIONS AND DISCLAIMERS	
2.1	Guarantees	This franchise does not vest any right or privilege in the franchisee to receive specific quantities of solid waste at the direction of Metro during the term of the franchise.
2.2	Non-exclusive franchise	This franchise does not in any way limit Metro from granting other solid waste franchises within Metro's boundaries.
2.3	Property rights	This franchise does not convey any property rights in either real or personal property.
2.4	Amendment	Except as provided in Section 11.0, no amendment will be effective unless approved by the Metro Council.
2.5	No recourse	The franchisee will have no recourse whatsoever against Metro or its officials, agents or employees for any loss, costs, expense or damage arising out of any provision or requirement of this franchise or because of the enforcement of the franchise or in the event Metro determines that the franchise or any part thereof is invalid.
2.6	Indemnification	The franchisee must indemnify Metro, the Council, the Chief Operating Officer (COO), and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense including attorney's fees, or liability related to or arising out of the granting of this franchise or the franchisee's performance of or failure to perform any of its obligations under the franchise or Metro Code Chapter 5.01, including without limitation patent infringement and any claims or disputes



		involving subcontractors.
2.7	Binding nature	This franchise is binding on the franchisee. The franchisee is liable for all acts and omissions of the franchisee's contractors and agents.
2.8	Waivers	To be effective, a waiver of any terms or conditions of this franchise must conform with Section 11.0 and be in writing and signed by the COO.
2.9	Effect of waiver	Waiver of a term or condition of this franchise does not waive nor prejudice Metro's right otherwise to require subsequent performance of the same term or condition or any other term or condition.
2.10	Choice of law	The franchise will be construed, applied, and enforced in accordance with the laws of the State of Oregon.
2.11	Enforceability	If a court of competent jurisdiction determines that any provision of this franchise is invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this franchise will not be affected.
2.12	Franchise not a waiver	This franchise does not relieve any owner, operator, or the franchisee from the obligation to obtain all required permits, franchises, or other clearances and to comply with all orders, laws, regulations, reports or other requirements of other regulatory agencies.
2.13	Franchise not limiting	This franchise does not limit the power of a federal, state, or local agency to enforce any provision of law relating to the facility.
2.14	Definitions	<ol style="list-style-type: none">1. "Mixed Non-Putrescible Waste" means a mixture of more than one type of non-putrescible waste, including commingled recyclables other than residential curbside recyclable material. This category includes construction and demolition waste but excludes Cleanup Materials Contaminated by Hazardous Substances, Source-Separated Recyclable Material, special waste, land clearing debris and yard debris.2. Unless otherwise specified, all other terms are as defined in Metro Code Chapter 5.00.



3.0	AUTHORIZATIONS	
3.1	Purpose	This section of the franchise describes the wastes that the franchisee is authorized to accept at the facility and the waste-related activities the franchisee is authorized to perform at the facility.
3.2	General conditions on solid waste	The franchisee is authorized to accept at the facility only the solid wastes described in Section 3.0 of this franchise. The franchisee is prohibited from knowingly receiving any solid waste not authorized in this section.
3.3	General conditions on activities	The franchisee is authorized to perform at the facility only those waste-related activities that are described in Section 3.0 of this franchise.
3.4	Acceptance and management of putrescible solid waste	<ol style="list-style-type: none">1. The franchisee is authorized to accept putrescible waste for reload and transfer to an appropriate destination as provided in Section 12.2. The franchisee also is authorized to accept putrescible waste for material recovery.2. The franchisee must receive, manage, store, reload, and transfer all putrescible waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides or alternatively, inside watertight covered or tarped containers or within covered or tarped transport trailers.3. The franchisee is authorized to accept putrescible waste generated inside the Metro region only from persons who are franchised or permitted by a local government unit to collect and haul putrescible waste.
3.5	Acceptance and management of mixed non-putrescible solid waste	<ol style="list-style-type: none">1. The franchisee is authorized to accept loads of mixed non-putrescible solid waste for reload and transfer to a facility authorized by Metro to perform material recovery.2. Except as provided below in Subsections (a) and (b), the franchise must receive, sort, store, reload, and transfer all mixed non-putrescible solid waste on an impervious surface, for example asphalt or concrete, and inside a roofed building that is enclosed on at least three sides.<ol style="list-style-type: none">a. Unusually large vehicles, for example 30-foot tippers, may tip wastes outside, provided the tipped wastes are moved under cover prior to processing, within 12 hours