

## CITY OF JOHN DAY

450 East Main Street  
John Day, Oregon 97845  
Phone: 541-575-0028  
Fax: 541-575-3668

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### APPLICATION FOR RESOURCE RECOVERY FRANCHISE

This Application for Resource Recovery Franchise (this "Application") concerns a license (franchise) to engage in collecting, transporting, and conveying solid waste over and upon the streets of the City of John Day ("City") for the purpose of resource recovery. Applicants are advised to review the Solid Waste Management Ordinance (John Day City Code 8-3-1 et seq.), as amended by Ordinance No. 08-132-5 (collectively, the "Ordinance"), prior to the submission of this Application to City. You may contact the City Manager if you have any questions or concerns regarding the Ordinance and/or this Application. Please return the completed Application to the City Manager at City's address provided above. Once received, this Application will be reviewed and evaluated in accordance with Section 8-3-14 of the Ordinance.

#### 1. GENERAL INFORMATION

##### A. Applicant Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

Business License No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Contact/Preparer's Name and Title (print): \_\_\_\_\_

##### B. Applicant's Owner Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

##### C. Type of Organization (check one):

☐ Individual

☐ Joint Venture

☐ Limited Liability Company

☐ Corporation

☐ General Partnership

☐ Public Agency

☐ Unincorporated Association (other than a partnership)

☐ Husband and Wife

☐ Limited Partnership

☐ Business Trust

☐ Co-Partners

D. Total Number of Employees: \_\_\_\_\_

2. DESCRIPTION OF RESOURCE RECOVERY SERVICES

A. Please provide a brief description of the resource recovery services you intend to provide (and the manner in which you intend to provide such resource recovery services). In addition, please identify the length of time you intend to provide the resource recovery services. If more space is needed, you may attach additional pages to this Application.

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B. Please identify the recycling, salvage, and/or disposal facilities you use or intend to use in connection with the performance of the resource recovery services: \_\_\_\_\_

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C. Please list the cities or counties within Oregon where you currently perform (and/or have performed) resource recovery services: \_\_\_\_\_

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D. Please identify the days and hours during which you intend to perform resource recovery services: \_\_\_\_\_

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3. VEHICLES

A. Please enter the total number of each type of collection vehicles you intend to operate within City under the license:

Front Loader: \_\_\_\_\_

Rear Loader: \_\_\_\_\_

Side Loader: \_\_\_\_\_

Roll-Off: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

B. Please provide the address of the site where vehicles will be stored either overnight or during non-utilization periods:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

C. Please list all vehicles, including the vehicles' license, plate, and vehicle identification numbers, that you intend to use in connection with the license. If more space is needed, you may attach additional pages to this Application.

Make	Model	Year	Current Mileage	Capacity (tons)	VIN No.	Vehicle License No.


4. CERTIFICATION

Please initial next to each paragraph and sign where indicated below.

\_\_\_\_\_ Applicant represents and warrants that all information provided in this Application (and in connection with this Application) is true and complete. Applicant acknowledges and agrees that any information that is false, fraudulent, or misleading, or any omission, concealment, or failure to answer any question fully, completely, and accurately, whether made by Applicant or by others at Applicant's request, may result in the rejection of this Application.

\_\_\_\_\_ Applicant authorizes the review and investigation of all matters which City deems relevant to this Application, the issuance of the license, and Applicant's ability to perform the resource recovery services, including, without limitation, a review of Applicant's financial condition, completion of reference checks, and an investigation into the criminal history and driving record of any officers and/or employees of Applicant. Applicant releases City (and each City employee, officer, agent, and representative) and all providers of information from any and all claims and/or liabilities arising out of or in any way connected with City's background investigation.

\_\_\_\_\_ Applicant represents and warrants that the undersigned has full right, power, and authority to execute and deliver this Application on behalf of Applicant.

\_\_\_\_\_ If City determines it is interested in granting the license to Applicant, Applicant will be required, as a condition to granting the license to Applicant, to enter into a franchise agreement with City with terms and conditions satisfactory to City. The franchise agreement will require Applicant to, among other things, (a) perform the resource recovery services to the best of Applicant's ability, (b) obtain and maintain insurance policies that provide for adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location (which, in no event, will be less than the insurance coverage required under Section 8-3-8A3 of the Ordinance), (c) obtain and maintain any and all licenses, approvals, and/or certificates necessary or appropriate to perform the resource recovery services, (d) comply with any and all applicable federal, state, and local laws, regulations, and ordinances, and (e) defend and indemnify City for, from, and against any and all claims, actions, proceedings, damages, liabilities, losses, and expenses resulting from or arising out of Applicant's performance of the resource recovery services.

\_\_\_\_\_ Applicant acknowledges and agrees that, unless City agrees otherwise, the license will be granted and construed as a non-exclusive franchise. Applicant further acknowledges and agrees that City may require, as a condition to City's issuance of the license, that Applicant pay City a franchise fee equal to five percent (5%) of the gross income derived from the resource recovery services.

\_\_\_\_\_  
Signature of Applicant/Preparer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name of Applicant/Preparer

\_\_\_\_\_  
Date