



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 3/11/2026

Department: Public Works

Title: Franchise Agreement with Bio Clean Industries Corp.

Management Update/Work Session Date: 02/17/2026 Audio/Visual aids

Time Required: 15 Minutes Contact: Cory Swartwout Phone: 503-566-4160

Requested Action:
Approve and sign the Franchise Agreement between Marion County and Bio Clean Industries Corp. for Operation of a Regulated Medical Waste Transfer Facility and Board Order approving the Bio Clean Industries Corp. Application and Proposed Agreement for a Medical Waste Transfer Facility Franchise.

Issue, Description & Background:
Bio Clean Industries Corp. has requested a franchise to process medical waste within Marion County. A public hearing was held on July 23, 2025. Public Works and Legal have coordinated with Bio Clean to draft a Franchise Agreement and the findings.

Financial Impacts:
Marion County Environmental Services will collect a 5% franchise fee for medical waste received from in-county and out-of-county at the Bio Clean facility.

Impacts to Department & External Agencies:
None

List of attachments:
Board Order, Findings, and Franchise Agreement

Presenter:
Brian May & Steve Elzinga

Department Head Signature:
Brian Nicholas Digitally signed by Brian Nicholas
Date: 2026.02.22 14:39:58 -08'00'

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of adopting findings approving the)
Bio Clean Industries Corp. application and)
proposed agreement for a medical waste transfer)
facility franchise)

ORDER NO. _____

This matter came before the Board of Commissioners at its regularly scheduled public meeting on March 11, 2026, to consider adopting findings approving the Bio Clean Industries Corp. application and proposed agreement for a medical waste transfer facility franchise.

WHEREAS Bio Clean Industries Corp. applied for a medical waste transfer facility franchise.

WHEREAS the Board held a public hearing on July 23, 2025 and received evidence into the record.

WHEREAS at the end of the public hearing on July 23, 2025, the Board closed the hearing and directed public works staff and legal counsel to prepare draft findings for potential approval of the application as well as a draft franchise agreement.

WHEREAS proposed findings for potential approval of the application are attached as Exhibit 1, and the proposed franchise agreement is attached as Exhibit 2.

WHEREAS Bio Clean Industries Corp. has agreed to the findings for potential approval of the application attached as Exhibit 1 and the proposed franchise agreement attached as Exhibit 2.

IT IS HEREBY ORDERED the findings in Exhibit 1 approving the specific franchise agreement in Exhibit 2 are approved.

IT IS HEREBY FURTHER ORDERED the Board Chair is authorized to sign the specific franchise agreement in Exhibit 2 on behalf of the County.

DATED this 11th day of March 2026.

MARION COUNY BOARD OF COMMISSIONERS

Chair

Commissioner

Commissioner

Exhibit 1

Findings on the application of Bio Clean Industries Corp. for a Transfer Facility franchise pursuant to Chapter 8.05 of the Marion County Code

MCC 8.05.210: Subject to ORS 459.145 and the requirements of ORS 459A.085, in areas outside of incorporated cities, the board may set rates for and prescribe the quality and character of solid waste management service. The board may also establish the minimum requirements to guarantee maintenance of service, divide the unincorporated area into service areas, grant franchises to persons for solid waste management service, and establish and collect fees from persons holding franchises

This criterion will be met by the proposed franchise agreement that is being approved concurrent with these findings.

MCC 8.05.220(A): Applications for franchises shall be on forms provided by the public works department. In addition to the information requested on the forms, the public works department may require the filing of any additional information it deems necessary to ensure compliance with this chapter.

This criterion has been met based on the application submitted to the satisfaction of public works.

MCC 8.05.220(B): All applications must be filed with the public works department. The applicant must submit a \$250.00 application fee with the application.

This criterion has been met based on the application submitted to the satisfaction of public works.

MCC 8.05.230(A): The applicant has letters of recommendation, as may be required.

This criterion has been met based on the application and the evidence in the public hearing.

MCC 8.05.230(B): The applicant has experience to ensure compliance with this chapter and any regulations thereof. If the applicant does not have sufficient experience, the board may require the applicant to post a \$50,000 surety bond guaranteeing full and faithful performance by the applicant of the duties and obligations of a franchise holder under the provision of this chapter and applicable federal, state, and local laws, rules, and regulations.

This criterion has been met based on the application and the evidence in the public hearing.

MCC 8.05.230(C): The applicant shall have in force or shall provide sufficient proof of insurability, to the satisfaction of the board, that the hauler can obtain and maintain at least \$500,000 per each occurrence, combined single limit of personal injury and property damage for comprehensive, general, and auto liability, or greater amount, as required by board order based upon a need for a greater amount of insurance in the board's judgment. Marion County shall be named as an additional insured.

This criterion has been met based on the application and the evidence in the public hearing.

MCC 8.05.240(A): The board shall review applications, direct an investigation of the applicant as the board deems appropriate, and set a time for a public hearing on the application.

This criterion has been met based on the application, the work by Public Works staff, and the evidence in the public hearing.

MCC 8.05.240(B): Notice of the public hearing on the application shall be given to all holders of franchises in the county. Notice of the public hearing shall be posted in the Marion County Courthouse and published in a daily or weekly newspaper, designated by the board, two times, at least two days apart; one published notice shall appear at least 20 days before the public hearing. The applicant shall pay the costs of publication. The notice shall contain the name of the applicant, the service area to be affected by the franchise, and the date, time and place of the public hearing on the application. The hearing date shall be scheduled by the board within 60 days from the date the application was filed with the public works department; however, the actual hearing date may not occur within that time.

This criterion has been met as notice was properly given and a hearing was properly held. The public hearing notice was posted in two locations: Marion County Courthouse and Statesman Journal. The public hearing notice was published twice: June 26th and July 16th.

MCC 8.05.240(C): During the hearing, the board will receive testimony from staff, the applicant, any franchise holders, and the general public concerning the application for a franchise. All persons may submit written testimony for the board's consideration.

This criterion has been met as a hearing was properly held and evidence received into the record.

MCC 8.05.240(D): The board shall make findings based upon the application, written and oral testimony, and documentary evidence, and either grant or deny the application. If the board finds that a modification of the service area is necessary, the board shall include the necessary modifications in its order granting the franchise. If the franchise request is for a service area already serviced by an existing franchisee, the board's findings shall include a showing of need for the applicant's franchise, based upon the fact that the existing franchisee has not been or is not willing to provide the solid waste management service as required by this chapter.

This criterion has been met based upon these findings.

MCC 8.05.240(E): Upon receipt of the order granting the franchise, the applicant shall enter into a written franchise agreement with Marion County that will require compliance with this chapter, any applicable provision of ORS Chapters [459](#) and [459A](#), and any rules or regulations issued pursuant to ORS Chapters [459](#) and [459A](#) by the Department of Environmental Quality or the Environmental Quality Commission.

This criterion will be met by the proposed franchise agreement that is being approved concurrent with these findings. The agreement provisions satisfy the various requirements throughout MCC Chapter 8.05.

MCC 8.05.240(F): The franchise agreement with Marion County shall set forth its term and expiration date.

This criterion will be met by the proposed franchise agreement that is being approved concurrent with these findings.

MCC 8.05.240(G): The applicant shall submit with the executed franchise agreement a certification of \$500,000 per each occurrence, combined single limit of personal injury and

property damage for comprehensive, general liability, and auto liability insurance, or greater amount as required by board order. The policy of insurance shall (1) name Marion County as additional insured, and (2) provide that the policy not be canceled, terminated, amended, or permitted to expire without at least 30 days' prior written notice to that effect to the county. Marion County shall be named as an additional insured.

This criterion will be met at the time the applicant signs the franchise agreement.

Exhibit 2

**Franchise Agreement Between Marion County and Bio Clean Industries Corp. for Operation of
Regulated Medical Waste Transfer Facility**

[see following pages for specific agreement referenced in the findings]

FRANCHISE AGREEMENT BETWEEN

MARION COUNTY

AND

BIO CLEAN INDUSTRIES CORP.

FOR

OPERATION OF A REGULATED MEDICAL WASTE TRANSFER FACILITY

This Agreement between Bio Clean Industries Corp., an Oregon corporation, hereinafter called Franchisee, and Marion County, a political subdivision of the State of Oregon, hereinafter called the County, provides for the operation of a regulated medical waste transfer facility, hereinafter called Facility, to process regulated medical waste to treat said waste before transportation to a DEQ approved disposal facility, that is approved by Marion County. Such a Facility is permitted through Marion County Code chapter 8.05, hereinafter called Code.

RECITAL

The Franchisee applied for a new franchise on April 15, 2025, and the Board conducted a hearing on that request July 23, 2025. The Board closed the hearing and directed public works staff and legal counsel to prepare draft findings for potential approval of the application as well as a draft franchise agreement.

DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below:

“Board” means the Marion County Board of Commissioners.

“Boxed Medical Waste” means the regulated medical waste collected and transported by Marion Environmental Services.

“County” means the Board or any department, official or employee that operates under the direction of the Board.

“Customer” includes any facility that receives, processes, or aggregates Regulated Medical Waste to be delivered to Franchisee.

“Director” means the Director of the Marion County Department of Public Works.

“Disposal Facility” means any facility permitted by the Oregon State Department of Environmental Quality to accept and dispose of solid waste.

“Facility” means a Regulated Medical Waste processing site which includes the receiving and process area, together with all structures, paving, equipment, trucks, transfer trailers or boxes, and improvements.

“Human Fetal Tissue” means tissue or cells from a dead human embryo or fetus resulting from a spontaneous or induced abortion or a stillbirth, but does not include non-fetal products of conception (i.e., placenta, umbilical cord, amniotic fluid and membranes).

“Code” means the Marion County Code chapter 8.05, including all amendments thereto.

“Public Hauler” means any person who transports waste to the Facility and is not franchised by the Board.

“Parties” means collectively the Franchisee and County, each may be referred to individually as a “Party”.

“PROHIBITED WASTE” shall include Human Fetal Tissue in any amount, and the following material if present in concentrations or quantities that, in the reasonable judgment of the Franchisee: (1) would pose a substantial threat to public health or safety, (2) may cause applicable air quality or water effluent standards to be violated by the normal operation of the Facility:

- **Hazardous Wastes:** Materials that are flammable, corrosive, reactive, toxic, or otherwise damaging to the environment (e.g., certain oils, gasoline, pool chemicals, pesticides).
- **Asbestos-Containing Materials:** As defined in OAR 340-248-0010.
- **Liquid Waste for Disposal:** Prohibited in material amounts.
- **Radioactive Waste.**
- **Explosives.**
- **Sewage Sludge and Grit/Septage.**
- **Specific Banned Items (for disposal):**
 - Used oil (must be collected separately for recycling).
 - Lead-acid batteries.
 - Whole tires.
 - Covered Electronic Devices (CEDs): Televisions, computers, monitors, printers, etc., which must be recycled under Oregon's e-waste program.
 - Large home or industrial appliances.
 - Discarded or abandoned vehicles.
 - Source-separated recyclable materials.
- Any other prohibited material per County Code.

“Recyclable Material” means any material or group materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material.

“Regulated Medical Waste” or “RMW” means biological waste, cultures and stocks, and sharps collected in County and out of County, including boxed medical waste, that is

generated as a result of health care diagnosis processes, treatment or immunization of human beings or animals. “Regulated Medical Waste” or RMV” specifically does not include Prohibited Waste.

“Residual Material” means the material that remains after being processed at the Bio Clean facility.

“Solid Waste” means all materials or substances discarded or rejected as being spent, useless, worthless, or in excess to the owner at the time of such discard including, but not limited to, all putrescible and non-putrescible wastes, garbage, rubbish, refuse, ashes, waste paper, and cardboard; commercial, industrial, demolition, and construction wastes; discarded or abandoned vehicles or parts thereof; discarded home and industrial appliances; manure, vegetable or animal solid and semi solid wastes, dead animals, and other wastes; but the term does not include those exceptions in ORS 459.005 and any materials not permitted at the Facility by the Department of Environmental Quality.

“Tons” mean a “short ton” of 2,000 pounds avoirdupois.

AGREEMENT

The Parties agree as follows:

1. Franchisee shall comply with the terms of the Code, the applicable terms of ORS Chapter 459 and 459A, and any rules and regulations issued pursuant thereto by the Department of Environmental Quality or the Environmental Quality Commission.
2. The Franchisee shall hold and maintain all applicable environmental and other governmental permits, licenses, and authorizations that are necessary for the operation of the Facility, and that are required to be issued under law.
3. The Board, by state statute, has the authority to designate a Disposal Facility for solid waste collected in Marion County. This authority is not waived if the County does not make a designation or accepts a Disposal Facility selected by the Franchisee. If the Board or Director chooses to change a designation, it shall consult with the Franchisee to try to coordinate the interest of the Franchisee and Board. The costs of disposal and the operations of the Facility shall be considerations in designating a Disposal Facility. Notwithstanding the above considerations, the Board retains its discretion to make any final decision on designating a Disposal Facility.
4. The Franchisee may operate a Regulated Medical Waste facility, to process Regulated Medical Waste collected by franchised haulers in Marion County, and receive regulated medical waste from outside of Marion County such that said waste may be disposed of at a Disposal Facility.

5. The Board hereby approves the processing franchise with the Franchisee to operate a regulated medical waste processing facility under the Code and Order No. _____. The Agreement shall become effective April 1, 2026 and terminate March 31, 2036 unless sooner terminated in accordance with the requirements of County Code.
6. The provisions of this Agreement may be amended from time to time upon mutual agreement of the Parties reduced to writing and attached hereto and incorporated herein.
7. The content and future changes to this agreement shall, without limiting other considerations, result from addressing the operation of the Facility, and shall include changes in waste flow, waste characterization, protection of investment, risk, profitability, and recycling goals. Either Party may suggest changes. Both Parties shall negotiate suggested changes in good faith. No amendment shall materially increase the Franchisee's operation cost without reasonable compensation.
8. At the end of each calendar year the Director and Franchisee shall coordinate in good faith a meeting at which they will discuss the past and future operation, waste flow, removal rates, tip fee, profitability, reserves and improvements to the Facility. The purpose of the discussion and review is to make any necessary adjustments to these items that are appropriate and meet the needs of the Board and the Franchisee. No later than thirty calendar (30) days prior to each year Franchisee shall send Director a letter identifying any proposed changes to its operation or fees.
9. The transfer franchise is issued by the Board to operate a Regulated Medical Waste facility that will prepare waste for final disposal. The transfer franchise may be transferred to another location only by mutual agreement of the Parties. If the Board transfers the franchise to another location, Franchisee agrees to modify the agreement accordingly.
10. Franchisee shall not dispose of solid waste at this Facility and shall only accept RMW, which may include solid waste that is both collected by Marion Environmental Services and incidentally comingled with the RMW by Marion County Environmental Services. Franchisee shall accept RMW to be processed and transferred to a Disposal Facility at the direction of the Director. Delivery by a Public Hauler to the Facility may occur at the direction of the Director.
11. Notwithstanding any other provision of this Agreement, Franchisee may receive RMW for processing at the Facility subject to the following terms and conditions: (i) each contract for the delivery and processing of RMW shall contain the agreement that no Human Fetal Tissue shall be delivered by haulers transporting the waste; (ii) each hauler delivery contains no Human Fetal Tissue; (iii) RMW

must be delivered in sealed containers or packaging bearing an appropriate bio-hazard symbol, in vehicles that comply with all applicable laws; (iv) RMW must be processed at the Facility and otherwise in compliance with all applicable laws; (v) the County will have the right to reasonably inspect the contents of any container of RMW; (vi) the Parties shall work in good faith to develop a reasonable inspection protocol that complies with applicable laws; and (vii) each contract for the delivery and processing of RMW shall contain the agreement that Franchisee, and the County upon request to Franchisee, shall have the right to visit any upstream Customer facility that receives, processes, or aggregates RMW to be delivered to the Facility, for the purpose of inspection of Customer's processes and waste streams.

12. Franchisee, and the County upon request to Franchisee, shall have the right to visit any upstream Customer facility that receives, processes, or aggregates RMW to be delivered to the Facility, for the purpose of inspection of Customer's processes and waste streams. The County shall provide reasonable prior notice of its intent to visit Franchisee and any Customer facility or facilities, and County may have Franchisee schedule such visits with the upstream Customer. Franchisee will undertake its own inspections and audits of Customers as reasonable and necessary, but no less than at least one inspection and/or one audit annually, per facility delivering RMW to the Facility, to ensure the customer is following the prescribed process and procedures to prevent Prohibited Waste from being delivered to the Facility. At least annually, Franchisee shall provide a report with all of its inspections and/or audits to the County.
13. Franchisee shall keep litter and debris picked up at the Facility in order to minimize the littering of surrounding property and to keep the Facility location in a good, clean, and orderly condition.
14. The Franchisee shall maintain, in effect during the term of the Agreement:
 - a. automobile liability insurance in the amount of \$1,000,000 per occurrence combined single limit personal injury and property damage;
 - b. comprehensive general liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

These amounts shall be minimums and may be increased to greater amounts if so directed by the County. The County shall be named as an additional insured on a separate written endorsement on all such insurance and receive a certification of such insurance. The County may direct the Franchisee to obtain insurance in amounts greater than specified herein.

Franchisee is an independent contractor, and is solely responsible for any and all Federal and State taxes, Social Security, Unemployment Compensation, Workers' Compensation, and other applicable requirements for their employees and agents.

Franchisee shall provide the County with evidence that it is either a "contributing employer" or a "direct responsibility employer" having coverage for Workers' Compensation as required by ORS Chapter 656, or that it employs no person subject to the requirement for such coverage.

15. Solid waste will not be disposed of at the Facility, and therefore the Board waives the requirements for pollution insurance pursuant to Code section 8.05.470.
16. Franchisee shall defend, indemnify and hold harmless the County and its officials, officers, employees, and agents from any and all liabilities, suits, actions, claims, judgments, losses, costs, expenses, and attorney's fees for property damage, or personal injury or death of any person or persons arising out of the negligence, omission, or other wrongful conduct of Franchisee or any of its officials, agents, or employees in connection with its obligations or rights under the agreement.
17. The County will direct delivery of all Regulated Medical Waste received from County franchised haulers that serve Regulated Medical Waste generators within Marion County. In addition, the volume may be revised due to a change in the management of waste flow provided under any future adopted county Solid Waste Management Plan. However, any such change in volume during the term of this agreement shall be upon mutual agreement of the Parties, in accordance with subsection 6 of this agreement and in accordance with Franchisee's DEQ Transfer Station Permit and City of Salem Conditional Use Permit.
18. Regulated Medial Waste Residual shall meet all Federal, State, County, and City laws governing proper disposal of this material.
19. Franchisee shall pay to the County an annual franchise fee of five percent of gross annual income for materials received from Franchised Collection Companies within Marion County. For those materials received from Outside of Marion County Franchisee shall pay to the County an annual franchise fee of five percent of gross annual income. The Board may modify the franchise fee percentage or calculation starting in a calendar year following at least 90 days advance notice before January 1 of that calendar year.
20. Franchisee shall charge disposal rates and fees approved by the Board, pursuant to Exhibit A and as amended from time to time.
21. Franchisee shall install, maintain, and operate a scale, gatehouse and billing system at the Facility adequate to weigh all Regulated Medical Waste delivered to the Facility and to bill and collect all fees in conformance with Exhibit A.
22. The Director, at her/his option, may place a Marion County employee or agent anytime at the Facility to audit the scale and gate, and to bill, and collect the processing fee from the inbound customers as part of the Marion County solid waste management system.

23. The Board, Director, or their representatives shall have the right to visit the site and inspect the operation of the Facility, at any time during the term of this agreement.
24. Franchisee shall be responsible for removing, transporting, and disposing of all residual waste generated at the Facility to a Disposal Facility approved by the Board. The removal, transportation, and disposal shall be accomplished in accordance with all applicable federal, state, and local laws.
25. Franchisee shall submit a monthly written report to the Director. The report shall state the total tonnage of Regulated Medical Waste received from each customer, the fees received from customers, and the tonnage of Regulated Medical Waste hauled to the authorized Disposal Facility.
26. Franchisee shall submit an annual financial statement, balance sheet and asset register to the Director by April 30th for the preceding calendar year. The report shall provide information that is sufficient to determine the revenue received from all sources, the expenses incurred by category, the amount of taxes paid and net profit received.
27. Franchisee shall maintain books and records sufficient to accurately disclose all receipts for services performed pursuant to this franchise agreement. These books and records shall be open for inspection at reasonable times and places by authorized personnel of the Director. Any audit conducted shall be conducted pursuant to the Code and this agreement; and shall be conducted at the Marion County Board of Commissioners office or other location as reasonably directed by the Director.
28. Franchisee may subcontract out services required by this franchise with the prior written consent of the Director, subject to existing collection franchises.
29. Franchisee agrees to comply with the Civil Rights Act of 1964, and 1991, and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4 which states in part, "No qualified person shall on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance," and the Americans with Disabilities Act of 1990.
30. Franchisee shall comply faithfully with the terms of this agreement and the Code as it may from time-to-time be amended, and with any orders or determinations of the Board or Director made pursuant to the Code. Any violation of this agreement is a violation of the Code and any remedies, penalties or appeals of such violation are governed by the terms of the Code.

31. Neither this agreement nor the franchise may be assigned by the Franchisee without prior written approval of the Board. Any transfer of the franchise or this agreement shall be pursuant to the Code and amendments thereto.
32. The provisions of the agreement shall constitute the entire agreement between the Parties for providing and operating the Facility.
33. In the event that any provision of this agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the validity of any other provision of this agreement.
34. Franchisee hereby certifies that it is an independent contractor and its employees are not employees of Marion County. The Franchisee shall be responsible for, and absolve Marion County of, any and all payments or liability required by law for Federal and State Social Security (FICA), Worker's Compensation, Unemployment Compensation, Public Retirement, Oregon Transit Tax, Oregon Corporate Activity Tax, taxes of any kind, and other such benefits for its employees or any other person the Franchisee may have assistance from in performance of the agreement. Franchisee shall provide workers' compensation insurance coverage for all individuals who perform labor under this Agreement before labor under this agreement commences. Franchisee shall be responsible to verify employment eligibility for all persons performing labor for it pursuant to the Immigration Reform and Control Act of 1986. Upon request of the Director, Franchisee shall provide the Director with properly executed copies of form I-9.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE

Recommended By:
MARION COUNTY

DocuSigned by:
Brian Nicholas 2/25/2026
9793BA7ACD6D443...
Director of Public Works Date

APPROVED AS TO FORM:

DocuSigned by:
[Signature] 2/25/2026
F4592AF8CAA542C...
Contracts Coordinator Date

APPROVED AS TO FORM:

Signed by:
Steve Elzinga 2/25/2026
C5EA8DCC00954C9...
Legal Counsel Date

Franchisee

President
Title

[Signature] 2-24-26
Signature Date

Chad Robinson
Name (Print or Type)

PO Box 4043
Address (Print or Type)

Salem Oregon 97302
Address cont.

46-3955777
FEIN ID# or SSN#

MARION COUNTY
BOARD OF COMMISSIONERS

Commissioner Date

Commissioner Date

Commissioner Date

Exhibit A
Fee Schedule

The charge for waste transfer and treatment will be \$17.00 per box.