

RESOLUTION NO. 2009-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, AMENDING SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY AND BURRTEC WASTE INDUSTRIES.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Terrace as follows:

Section 1. That the existing Franchise Agreement was adopted by the City Council on August 14, 2007 between the City and Burrtec Waste Industries, hereafter referred to as "Hauler".

Section 2. That the City conducted a workshop on November 10, 2009 to review a proposed amendment to the existing Franchise Agreement between the City and the Hauler.

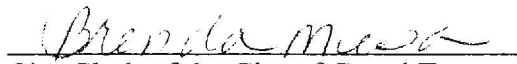
Section 3. That the proposed amendment would extend the term of said Agreement from 6-years, renewable annually to 10-years, would require the Hauler to collect and remove illegal dumping along the city's main streets and thoroughfares, would direct the Hauler to purchase and use alternative fueled refuse collection vehicles, would direct the hauler to replace all existing residential containers with new containers, and would add the requirement for the collection of a Pavement Impact Fee on all residential and commercial accounts.

Section 4. That the proposed amendment to the Franchise Agreement is approved, effective January 1, 2010.

ADOPTED this 8th day of December, 2009.


Mayor of the City of Grand Terrace

Attest:


City Clerk of the City of Grand Terrace

I, Brenda Mesa, City Clerk of the City of Grand Terrace, County of San Bernardino, State of California, hereby certify the foregoing instrument to be a full, true and correct copy of the original, now on file in my office.

DATE: 1-5-10

CITY CLERK

BY 

I, BRENDA MESA, City Clerk of the City of Grand Terrace, do hereby certify that Resolution No. 2009-47 was introduced and adopted at a regular meeting of the City Council of the City of Grand Terrace held on the 8th day of December, 2009, by the following vote:

AYES: **Councilmembers Cortes and Stanckiewitz; Mayor Pro Tem Garcia and Mayor Ferre**

NOES: **None**

ABSENT: **None**

ABSTAIN: **Councilmember Miller**


Brenda Mesa, City Clerk

Approved as to form:

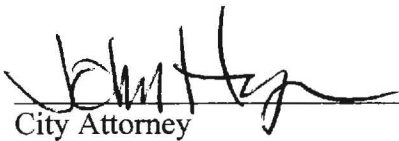

City Attorney

Exhibit "A"

SECOND AMENDMENT TO FRANCHISE AGREEMENT
BETWEEN
THE CITY OF GRAND TERRACE
AND
BURRTEC WASTE INDUSTRIES INC.
FOR THE PROVISION OF
INTEGRATED WASTE MANAGEMENT SERVICES

This Second Amendment to the Franchise Agreement for Integrated Waste Management Services ("Amendment") is made and entered into this 8th day of December, 2009 by and between the CITY OF GRAND TERRACE ("City") and Burrtec Waste Industries Inc., ("Hauler") for Integrated Waste Management Services, including collection, transportation, recycling, composting, and disposal of solid waste, recyclable solid waste, and construction debris and for providing temporary bin/roll off services for all commercial and industrial and residential premises within the City of Grand Terrace.

Section 5. SERVICES PROVIDED BY CONTRACTOR

The following shall be added to the existing SERVICES PROVIDED BY CONTRACTOR language (C. Additional Services).

(11) Illegally Dumped Materials. Contractor shall collect materials illegally dumped in the public right of way along the City's main streets and thoroughfares at no additional cost to the City.

Section 8. FRANCHISE TERM.

The following shall replace the existing 6-year FRANCHISE TERM language:

- A. The term of this agreement shall be for a period of ten (10) years and shall commence on January 1, 2010 and end on December 31, 2019.
- B. On January 1, 2011 and on January 1st of each subsequent year, the term of this Agreement shall be automatically extended for an additional year ("automatic renewal") so that the term of the Agreement shall remain at a minimum of ten (10) years. Should either party wish to terminate the "automatic renewal", such party shall give the other party written notice to that effect at least thirty (90) days prior to December 1st, of any year. Such notice shall terminate the "automatic renewal" provisions and the Agreement shall remain in effect only for the ten (10) year balance term.

Section 10. FRANCHISE FEE

The following shall be added to the existing FRANCHISE FEE language:

2. Beginning January 1, 2010, Contractor shall pay City a Pavement Impact Fee of 3.5% of the service and disposal fee for all Residential, Commercial and Industrial business.

Section 20. COLLECTION EQUIPMENT

The following shall be added to the existing COLLECTION EQUIPMENT language.

6. By or before July 1, 2010, all of Contractor's routed collection vehicles used in the performance of this Agreement shall be Alternative Fuel Vehicles, defined as vehicles which operate on compressed natural gas ("CNG") or liquefied natural gas ("LNG"). Contractor shall be permitted to operate non-alternative fuel vehicles for periods not to exceed (30) calendar days under the following circumstances: (1) as back-up for regular route vehicles when such vehicles are out of service for repair or maintenance; (2) to supplement the regular collection vehicles for special programs such as community clean-up days; or (3) in an emergency situation.
7. By or before July 1, 2010, all of Contractor's residential containers (automated barrels) used in the performance of this Agreement which have not been previously exchanged shall be exchanged for new containers. Containers shall be uniform in size and provided in different colors for different materials: (i) Black containers for Solid Waste; (ii) Blue containers for Recyclable Materials; and (iii) Green containers for Green Waste.