RESOLUTION NO. 3480-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR APPROVING AMENDMENT NO. 1 TO THE NON-EXCLUSIVE TEMPORARY CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION SERVICE AGREEMENT BETWEEN THE TOWN OF WINDSOR AND INDUSTRIAL WASTE & DEBRIS BOX RENTALS, INC., DBA: INDUSTRIAL CARTING, EFFECTIVE JANUARY 1, 2018, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE ON BEHALF OF THE TOWN

WHEREAS, on December 6, 2017, Town Council approved a 7-year franchise and Non-Exclusive Temporary Construction and Demolition Debris Collection Service Agreement ("Agreement") between the Town of Windsor ("Town") and Industrial Waste & Debris Box Rentals, Inc., dba: Industrial Carting ("Industrial Carting") effective January 1, 2018; and

WHEREAS, the Town Council approved a 7-year franchise for the period of January 1, 2018 through December 31, 2025; and

WHEREAS, the Town and Industrial Carting desire to amend the Agreement to correct references throughout the Agreement.

NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Windsor hereby resolves as follows:

1. The Recitals above are true and correct and are incorporated herein by reference.

2. The aforesaid requests of Industrial Carting are ratified, and the Amendment No. 1 to the Collection Service Agreement with Industrial Waste & Debris Box Rentals, Inc., dba: Industrial Carting for Non-Exclusive Temporary Construction and Demolition Debris Collection Service effective January 1, 2018, attached here as Attachment A, is hereby approved, and the Town Manager is authorized to execute said Amendment No. 1.

3. The Town Council hereby finds that the approved assignment and amendment will not change the level or area of service. As there is no possibility of a significant effect on the environment, such adoption is exempt from California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines Section 15061(b)(3)

4. Each section, subsection, clause, sentence, phrase, and other portion of this Resolution is severable, and the Town Council declares that it would have adopted this Resolution and each section, subsection, clause, sentence, phrase or other portion hereof, irrespective of the fact that one or more sections, subsections, clauses, sentences, phrases, or other portions hereof may be held invalid or unconstitutional.

5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 3rd day of October 2018, by the following vote:

AYES:	**COUNCILMEMBERS FUDGE, MILLAN, SALMON, VICE MAYOR FOPPOLI AND MAYOR OKREPKIE**
NOES:	**NONE**
ABSTAIN:	**NONE**
ABSENT:	**NONE**

BRUCE OKREPKIE, MAYOR

ATTEST:

MARIA DE LA O, TOWN CLERK

Attachment:

- **Exhibit A** - Amendment No. 1 to the Non-Exclusive Temporary Construction and Demolition Debris Collection Service Agreement between the Town of Windsor and Industrial Waste & Debris Box Rentals, Inc., dba: Industrial Carting.

EXHIBIT A

AMENDMENT NO. 1 TO THE NON-EXCLUSIVE TEMPORARY CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION SERVICE AGREEMENT BETWEEN THE TOWN OF WINDSOR AND INDUSTRIAL WASTE & DEBRIS BOX RENTALS, INC., DBA INDUSTRIAL CARTING

This Amendment No. 1 to the Collection Service Agreement ("Agreement") is made and entered into effective the 4th day of OCTOBER, 2018, by and between the Town of Windsor ("TOWN"), and Industrial Waste & Debris Box Rentals, Inc., dba: Industrial Carting ("FRANCHISEE").

WHEREAS, TOWN and FRANCHISEE have entered into certain Agreement dated December 6, 2017, whereby FRANCHISEE began providing Temporary Construction and Demolition Debris Collection Service effective January 1, 2018; and

WHEREAS, the Town Council approved a 7-year franchise for the period of January 1, 2018 through December 31, 2025; and

WHEREAS, TOWN and FRANCHISEE desire to amend the Agreement to correct references throughout the Agreement;

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual covenants, agreements and consideration contained herein, TOWN and Industrial Carting hereby agree as follows:

1. ***Definitions, Section 1.12 Construction and Demolition Debris*** is amended by incorporating the following new text in **bold** format:

   1.26 Construction and Demolition Debris. Commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, gravel, bricks, plaster, gypsum wallboard, aluminum, glass, **cardboard,** asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, rocks, trees, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble resulting from Construction, remodeling, renovation, repair and demolition operations on pavements, houses, commercial buildings and other structures. With the exception of soil, dirt, concrete, and asphalt, Construction and Demolition does not include Garbage and Exempt Waste.

2. ***Services Provided by the FRANCHISEE, Section 3.09.2*** is amended by incorporating the following new text in **bold** format and deleting text in ~~strikeout~~ format:

   3.09.2 FRANCHISEE shall deliver all Residuals from processed Construction and Demolition Debris Collected by FRANCHISEE to the ~~Central Landfill~~ **Disposal Facility** for the term of the Agreement.

3. ***Tonnage Data, Section 5.01*** is amended by incorporating the following new text in **bold** format and deleting text in ~~strikeout~~ format:

   5.01 On or before ~~April 15~~**April 30**, 2018 and quarterly thereafter during the term of this AGREEMENT, FRANCHISEE shall deliver to TOWN a quarterly report as specified in Section 8.02.1 listing the actual tonnage delivered by the FRANCHISEE to the Disposal or Processing Facility, the tonnage of material recycled or composted by material type (metal, wood, concrete, Green Waste, etc.) for the preceding quarter, and the number of Service Recipients collected.

4. ***Record Keeping & Reporting Requirements, Section 8.02*** is amended by incorporating the following new text in **bold** format and deleting text in ~~strikeout~~ format:

   8.02 Reporting Requirements. Quarterly reports shall be submitted no later than 5:00 p.m. PT thirty (30) calendar days after the end of the reporting quarter and annual reports shall be submitted no later than 5:00 p.m. PT thirty (30) calendar days after the end of each Agreement Year. If the ~~15th day~~ **30th day** of the month falls on a day that TOWN is closed or a holiday, then the report shall be due ~~the~~ on the next business day. Quarterly and annual reports shall be submitted electronically via e-mail to the TOWN and its designated representative on a TOWN approved reporting form.

5. **EXHIBIT 1.** EXHIBIT 1, which is attached to and incorporated in this Amendment No. 1, includes the Designated Facilities that were listed on the Application and approved by the TOWN.

EXHIBIT 1

TOWN OF WINDSOR, CA
INDUSTRIAL WASTE & DEBRIS BOX RENTALS, INC., DBA INDUSTRIAL CARTING
DESIGNATED FACILITIES

Recycling Facility

Redwood Landfill and Recycling Center
SWFP# 21-AA-0001
8950 Redwood Highway
Novato, California 94948

WM Earthcare of Marin
SWFP# 21-AA-0068
8950 Redwood Highway
Novato, California 94948

CASS (Custom Alloy)
2730 Peralta Street
Oakland, California 94607

Sims Metal Management
600 S. 4th Street
Richmond, California 94804

Schnitzer Steel
1101 Embarcadero West
Oakland, California 94607

Transfer / Processing Facilities

Global Materials Recovery Services (Industrial Carting affiliate company)
SWFP# 49-AA-0390
3899 Santa Rosa Avenue
Santa Rosa, California 95407

Disposal Facility

Sonoma County System / Central Landfill
SWFP# 49-AA-0001
500 Mecham Road
Petaluma, California 94952

IN WITNESS WHEREOF, TOWN and FRANCHISEE have executed this Amendment No. 1 to Agreement on the respective date(s) below each signature.

TOWN OF WINDSOR

11/29/18

John Jansons
Town Manager

Date

INDUSTRIAL WASTE & DEBRIS BOX RENTALS, INC., DBA INDUSTRIAL CARTING

Curtis Michelini Sr. 10/2/2018

Curtis Michelini, Sr.
President, Industrial Waste & Debris Box Rentals, Inc., dba Industrial Carting

Date

The foregoing Agreement has been reviewed and approval is recommended:

11/15/18

Kristina Owens
Administrative Operations Manager

Date

11/28/18

~~Camille Kazarian~~ Jeneen Peterson
~~Assistant Town Manager~~ / Acting
Administrative Services Director

Date

Amendment No. 1

Resolution No. 3480 -18

Approved by Town Council

Approved as to Form:

Robin Paige Donoghue 11/29/18

Robin Donoghue
Town Attorney

Date