RESOLUTION NO. 3481-18

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 M&M SERVICES, INC. DBA: PACIFIC SANITATION ("PACIFIC SANITATION"), 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 M&M Services, Inc. dba: Pacific Sanitation ("Pacific Sanitation") 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 Pacific Sanitation 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 Pacific Sanitation are ratified, and the Amendment No. 1 to the Collection Service Agreement with M&M Services, Inc. dba: Pacific Sanitation 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 M&M Services, Inc. dba: Pacific Sanitation

EXHIBIT A

AMENDMENT NO. 1 TO THE NON-EXCLUSIVE TEMPORARY CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION SERVICE AGREEMENT BETWEEN THE TOWN OF WINDSOR AND M&M SERVICES, INC. DBA: PACIFIC SANITATION

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 M&M Services, Inc. dba: Pacific Sanitation ("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 FRANCHISEE 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
M&M SERVICES, INC. DBA: PACIFIC SANITATION.
DESIGNATED FACILITIES

Recycling Facility

Stony Point Rock Quarry
7171 Stony Point Road
Cotati, California 94931

Transfer / Processing Facilities

M&M Services, Inc. dba: WMRF
590 Caletti Avenue
Windsor, California 95492

Healdsburg Transfer Station
SWFP# 49-AA-0245
166 Alexander Valley Road
Healdsburg, California 95448

Central Transfer Station
SWFP# 49-AA-0404
500 Meacham Road
Petaluma, California 94952

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

11-6-18

John Jansons
Town Manager

Date

M&M Services, Inc., dba: Pacific Sanitation

10-23-18

Dustin Abbott VP & Corporate Secretary, M&M Services, Inc., dba: Pacific Sanitation

Date

10/23/18

Doug Moreda, President
M&M Services, Inc., dba: Pacific Sanitation

Date

The foregoing Agreement has been reviewed and approval is recommended:

10/24/18

Kristina Owens
Administrative Operations Manager

Date

11/6/18

Jeneen Peterson

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

Date

Amendment No. 1
Resolution No. 3781 -18
Approved by Town Council

Approved as to Form:

11-6-18

Robin Donoghue
Town Attorney

Date