

**RESOLUTION NO. 3367-17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR  
AWARDING A FRANCHISE TO GREENWASTE RECOVERY, INC. FOR  
RESIDENTIAL AND COMMERCIAL GARBAGE, RECYCLABLE MATERIAL, AND  
ORGANIC WASTE COLLECTION SERVICES FOR THE PERIOD OCTOBER 1, 2017  
THROUGH SEPTEMBER 30, 2027; APPROVING A COLLECTION SERVICE  
AGREEMENT WITH GREENWASTE RECOVERY, INC.; APPROVING MAXIMUM  
RATES FOR SERVICE RECIPIENTS EFFECTIVE OCTOBER 1, 2017; MAKING  
CEQA FINDINGS; AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE  
AGREEMENT ON BEHALF OF THE TOWN AND TAKE ALL NECESSARY AND  
APPROPRIATE ACTIONS TO IMPLEMENT THE AGREEMENT**

**WHEREAS**, the Town of Windsor (the “Town”) is in the final year of a ten-year collection service agreement with Windsor Refuse and Recycling, Inc. for the provision of residential and commercial solid waste, green waste and recyclables collection services; and

**WHEREAS**, the Town of Windsor Code requires solid waste service agreements to be competitively bid every ten years; and

**WHEREAS**, on April 20, 2016, the Town Council of the Town of Windsor (the “Council”) formed and appointed Councilmember Foppoli and Councilmember Okrepkie to the Town’s Waste Management Franchise Request for Proposals Ad Hoc Subcommittee to discuss desired service levels and related requirements for inclusion in a Request for Proposal (“RFP”) for collection services; and

**WHEREAS**, the Town retained R3 Consulting Group (“R3”) to assist staff in developing and issuing the RFP and developing a draft Collection Service Agreement (“CSA”); and

**WHEREAS**, the Town hosted two public meetings on July 19 and July 27, 2016, to discuss and receive community input on the Town’s waste management services, Assembly Bill 939 and other State recycling mandates, residential and commercial solid waste program components, and desirable services changes or enhancements; and

**WHEREAS**, at a public meeting on August 17, 2016, the Council provided additional policy direction to staff and authorized the Town Manager to issue a Request for Proposals document; and

**WHEREAS**, on August 25, 2016, the Town issued its RFP, and subsequently issued eight addenda thereto; and

**WHEREAS**, on September 14, 2016, a mandatory pre-proposal meeting was held which interested Proposers were required to attend, sign-in, and submit a Communication Protocol Form in order to be considered eligible in the competitive RFP process; and

**WHEREAS**, also on September 14, 2016, the Town issued a Draft CSA; and

**WHEREAS**, on November 21, 2016, the Town received five proposals in response to the RFP; and

**WHEREAS**, the Town formed an RFP evaluation team consisting of three staff members and two representatives from R3; and

**WHEREAS**, the evaluation team conducted interviews with the five proposers, completed site visits at the proposed material recovery facilities; and scored and ranked the five proposers on the basis of the following equally-weighted criteria: qualifications, financial ability, technical approach, sustainability programs, public education and outreach program, and service recipient rates; and

**WHEREAS**, the two top-ranked proposers' cumulative scores differed by one point; and

**WHEREAS**, on March 13 and March 15, 2017, R3 and Town staff met with the two top-ranked companies to obtain a best and final offer from each of them; and

**WHEREAS**, having concluded such negotiations, staff recommends that the exclusive Franchise for Residential and Commercial Garbage, Recyclable Material and Organic Waste Collection Services be awarded to GreenWaste Recovery, Inc. (the "Contractor") and that a CSA, substantially in the form attached hereto, be approved by Council and authorized for execution by the Town Manager on behalf of the Town; and

**WHEREAS**, at a public meeting on April 19, 2017, Town staff presented its recommendation to the Council, along with the reasons therefor and a comprehensive summary evaluation of each of the proposals; and

**WHEREAS**, the Council heard and considered the staff report and all comment thereon, whether oral or written, together with the draft CSA presented by Town staff, which includes in Exhibits thereto the proposed fees payable from and the proposed service recipient rates payable to the Contractor; and

**WHEREAS**, on April 19, 2017, Council did not award the agreement, and asked staff to obtain clarification of service recipient rate information submitted by C&S and WR&R; and

**WHEREAS**, on April 27, 2017, staff met with C&S and WR&R and obtain updated service recipient rate information; and

**WHEREAS**, on May 17, 2017, the Council heard and considered an updated staff report and all comment thereon, whether oral or written, together with the draft CSA presented by Town staff, which includes in Exhibits thereto the proposed fees payable from and the proposed service recipient rates payable to the Contractor; and

**WHEREAS**, the Council approves the maximum amount of the rates that the Contractor may charge its service recipients, as set forth in Exhibit 1 of the CSA, for the period October 1, 2017 through September 30, 2018 (“Rate Year One”); and

**WHEREAS**, the maximum rates for subsequent rate years shall be adjusted annually pursuant to Article 4 of the CSA; and

**WHEREAS**, the Town retained First Carbon Solutions who performed an analysis under the California Environmental Quality Act (“CEQA”) of the potential for the award of the contract to result in any significant environmental impacts, which analysis is contained in the Environmental Checklist attached to the Staff Report for this matter; and

**WHEREAS**, the Environmental Checklist concludes that it can be seen with certainty that there is no possibility that the contract will have a significant effect on the environment; and

**WHEREAS**, the Council has reviewed the Environmental Checklist, agrees with its conclusions, and finds that the award of the contract is exempt from CEQA review pursuant to the “common sense” exemption, CEQA Guidelines section 15061(b)(3).

**NOW, THEREFORE BE IT RESOLVED** by the Town Council of the Town of Windsor as follows:

1. The Recitals above are true and correct and are incorporated herein by reference.
2. The Town of Windsor Franchise for Residential and Commercial Garbage, Recyclable Material, and Organic Waste Collection Services for the period October 1, 2017 through September 30, 2027, is hereby awarded to GreenWaste Recovery, Inc.
3. A Collection Service Agreement and all Exhibits thereto, with GreenWaste Recovery, Inc., substantially in the form attached to the accompanying agenda report, is hereby approved, with only such changes as do not materially increase the Town’s liability thereunder and which are approved by the Town Attorney.
4. The maximum rates for Rate Year One of the CSA that Contractor may charge its service recipients, as set forth in the Service Recipient Rates attachment to the accompanying agenda report, are hereby approved and adopted.
5. The maximum rates for Rate Year One shall be effective October 1, 2017 through September 30, 2027.
6. The Town Manager is hereby authorized to execute an Agreement with GreenWaste Recovery, Inc., substantially in the form attached hereto, with such non-materials changes as are approved by the Town Attorney, on behalf of the Town and to take such other and further action as is necessary and appropriate to carry out the intent of this Resolution.
7. 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.

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

9. The Council directs staff to file and record a Notice of Exemption in accordance with CEQA and the findings herein.

**PASSED, APPROVED AND ADOPTED this 17th day of May 2017, by the following vote:**

<b>AYES:</b>	<b>COUNCILMEMBERS MILLAN, SALMON, AND MAYOR FUDGE</b>
<b>NOES:</b>	<b>COUNCILMEMBER OKREPKIE AND VICE MAYOR FOPPOLI</b>
<b>ABSENT:</b>	<b>NONE</b>
<b>ABSTAIN:</b>	<b>NONE</b>

  
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**DEBORA FUDGE, MAYOR**

**ATTEST:**

  
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**MARIA DE LA O, TOWN CLERK**