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RESOLUTION # 2011-44

A RESOLUTION OF THE ALBANY CITY COUNCIL ADOPTING THE DISPOSAL SERVICE AGREEMENT BETWEEN THE CITY OF ALBANY AND WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

WHEREAS, the State of California, through enactment of the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et. seq.) recognizes the important health and safety consideration to long-term planning for local government's adequate Disposal needs. The California Integrated Waste Management Act of 1989 declares that the responsibility for management of Solid Waste is a shared responsibility between the State and local governments. The State requires local governments to make adequate provision for at least fifteen (15) years of Solid Waste Disposal capacity to preserve the health, safety and well-being of the public. The California Integrated Waste Management Act of 1989 also authorizes local governments to enter into exclusive franchise contracts to provide Solid Waste handling services for the health, safety and wellbeing of its citizens (California Public Resources Code Section 40059); and,

WHEREAS, the City Council of the City of Albany determines, pursuant to its police powers, that obtaining a long-term commitment for processing, Transfer and Disposal, of Discarded Materials generated in the City is in the best interests of the health, safety and wellbeing of the citizens of the City; and,

WHEREAS, Section 15.2 of the City's Municipal Code establishes the City's authority to provide for the Collection and Disposal of Solid Waste through a contract with a solid waste collection provider; and

1 **WHEREAS**, this Agreement also advances the objectives of the federal
2 government to encourage environmentally sound solid waste management (Resource
3 Conservation and Recovery Act of 1976 (RCRA), 42, U.S.C. Section 6941 et. seq.); and,
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5 **WHEREAS**, the City Council has determined, based on Waste Management of
6 Alameda County Inc.'s (Contractor) past performance, that Contractor, by demonstrated
7 experience, reputation and capacity, is qualified to provide for the Collection of Solid
8 Waste, Recyclable Materials, and Organic Materials within the corporate limits of the
9 City, and the Transportation of such material to appropriate places of Processing,
10 Recycling, Composting, and/or Disposal; and City Council desires that Contractor be
11 engaged to perform such services on the basis set forth in this Agreement; and
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13 **WHEREAS**, the City has entered into a Collection Service Agreement with
14 Contractor to provide Collection Services within the City; and,
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16 **WHEREAS**, the Transfer Station is intended to be the principal facility for the
17 processing and Transfer of Discarded Materials generated in the City; and,
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19 **WHEREAS**, the Disposal Facility is intended to be the principal facility for the
20 Disposal of Discarded Materials generated in the City; and,
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22 **WHEREAS**, the Contractor guarantees permitted capacity at the Transfer Station
23 and Disposal Facility for up to twenty (20) years for processing, Transfer, and Disposal
24 of all Discarded Materials generated in the City; and,
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27 **WHEREAS**, this Agreement has been developed by and is satisfactory to the
28 Parties.
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