

Agreement between City of Colton and CR&R Incorporated (CR&R) regarding Amendment of the  
Municipal Solid Waste Franchise Agreement

Pursuant to the terms and conditions of the Municipal Solid Waste Franchise Agreement, (Franchise Agreement), between the City of Colton (City) and CR&R, the City may collect from CR&R, a Road Impact Fee (RIF) and Host City Fee (HCF). These fees are new fees which went into effect on July 1, 2017. It is CR&R's position that all RIF's and HCF's collected may be passed through to its residential customers. The City does not agree with CR&R's interpretation of the fees that may be passed through to residential customers identified in the Franchise Agreement.

At this time, and for the fiscal year of July 1, 2017 through June 30, 2018, the City has elected to forgo collection of the RIF and HCF. The City may, at its discretion, elect to forgo collection of the RIF and HCF for the remainder of the term of the Franchise Agreement between the Parties. However, if the City elects to reinstate collection of the HCF or the RIF, the City may do so upon a 30-day written notice to CR&R of the City's election to reinstate and commence such collection from CR&R. If the City elects to reinstate and commence collection of the RIF or HCF, the City may do so pursuant to the terms and conditions of the Franchise Agreement as agreed upon between the Parties, with a 30-day written notice to be provided to:

Dean Ruffridge, Senior Vice President

11292 Western Ave., Stanton, CA 906980

714.826.9049 (office)

949.412.8244 (cell)

CR&R has already collected and paid the City \$105,252.67 in RIF's and HCF's for the period July 1 through September 30, 2017. The City will credit CR&R this \$105,252.67, towards permit fees for new construction and upgrades of its transfer station on Steel Road. The transfer station construction must be completed by July 1, 2020 or CR&R will forfeit any remaining funds. If CR&R completes construction and money is left over, these funds will be returned to the CR&R.

(Continued to page 2)

The Parties have caused this Agreement to be executed by their duly authorized representatives or agents as of this 2<sup>nd</sup> day of May, 2018.

City of Colton

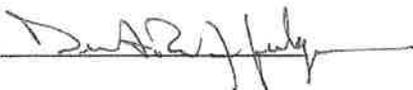
By: 

Printed

Name: William R. Smith

Its: City Manager

CR&R INCORPORATED

By: 

Printed

Name: Dean A. Ruffridge

Its: Senior Vice President