

ESTADO LIBRE ASOCIADO DE PUERTO RICO  
**Municipio de Salinas**  
OFICINA DE LA ASAMBLEA MUNICIPAL  
P. O. BOX 1149  
SALINAS, PUERTO RICO 00751

RESOLUCION NUM. 7

SERIE 1994-95

DE LA HONORABLE ASAMBLEA MUNICIPAL DE SALINAS, PUERTO RICO, PARA FELICITAR AL JOVEN ROBERTO ALOMAR POR SU EXCELENTE ACTUACION EN LA TEMPORADA REGULAR DE BASEBALL DE PUERTO RICO Y EN LA SERIE DE CARIBE 1995.

**POR CUANTO:** En la Serie de Baseball del Caribe participan los mejores jugadores de la región.

**POR CUANTO:** El joven Roberto Alomar, hijo de nuestro pueblo; Salinas, representó a Puerto Rico en la Serie de Baseball del Caribe 1995.

**POR CUANTO:** Con su excelente actuación en la temporada regular en Puerto Rico y en la Serie del Caribe puso en alto el nombre de Salinas y Puerto Rico.

**POR TANTO:** **RESUELVASE POR LA HONORABLE ASAMBLEA MUNICIPAL DE SALINAS, PUERTO RICO:**

**Sección 1ra:** Felicitar como por la presente se felicita al joven Roberto Alomar por su excelente actuación en la temporada regular en Puerto Rico y en la Serie del Caribe 1995.

**Sección 2da:** Copia de esta Resolución será enviada al joven Roberto Alomar.

**Sección 3ra:** Esta Resolución comenzará a regir tan pronto sea aprobada.

*Lizbeth Ramírez Meléndez*  
LIZBETH RAMIREZ MELENDEZ  
SEC. ASAMBLEA MUNICIPAL

*Hector C. Castro Rivera*  
HECTOR C. CASTRO RIVERA  
PRES. ASAMBLEA MUNICIPAL

*Aprobada* por el Honorable Alcalde, Basilio Baerga Paravisini, a los 16 días del mes de mayo de 1995.

BASILIO BAERGA PARAVISINI  
ALCALDE

C E R T I F I C A C I O N

YO, LIZBETH RAMIREZ MELENDEZ, Secretaria de la Asamblea Municipal de Salinas, Puerto Rico, Certifico: Que la que antecede es copia fiel y exacta de la Resolución Núm. 7, Serie 1994-95, adoptada por la Asamblea Municipal en la Sesión Ordinaria del día 14 de marzo de 1995.

Se certifica, además, que dicha Resolución fue aprobada con los votos afirmativos de los siguientes asambleístas presentes en dicha sesión: Héctor C. Castro Rivera, Benjamín Zayas Soto,

RESOLUCION NUM. 7

SERIE 1994-95

Vicente Torres Ramos, Ismael Ortiz López, Ignacio Del Valle Alvarado, Emigdio Luna Morales, Angel L. Diaz López, Antonio Olavarria Malavé, Gilberto Reyes Suárez, Oscar Vázquez Vázquez, Reinaldo Alomar Rivera, José Melero Ortiz, Emilio Nieves Torres.

EN TESTIMONIO DE LO CUAL, libro la presente certificación bajo mi firma y sello oficial de este municipio hoy día 16 de marzo de 1995.

  
LIZBETH RAMIREZ MELENDEZ  
SEC. ASAMBLEA MUNICIPAL

**FIRST AMENDMENT TO AGREEMENT  
FOR MUNICIPAL SOLID WASTE COLLECTION  
AND DISPOSAL SERVICES AND  
DEVELOPMENT AND OPERATION OF LANDFILL**

This First Amendment ("Amendment") to Agreement for Municipal Solid Waste Collection and Disposal Services and Development and Operation of Landfill dated October 5, 1994, (the "Agreement") is made and entered into this \_\_\_\_\_ day of November, 1994, between **BFI of Ponce, Inc.** a corporation organized under the laws of the Commonwealth of Puerto Rico, (Tax Identification Number 660432293) with principal offices in Ponce, Puerto Rico ("BFI"), represented by José Ayala, of legal age, and a resident of Ponce, Puerto Rico, in his capacity as Vice President of BFI, who states his authority to appear herein; and the **Municipality of Salinas**, (Tax Identification Number 660435311) a municipality of the Commonwealth of Puerto Rico (the "Municipality"), represented by the Honorable Basilio Baerga Paravisini, of legal age, and a resident of Salinas, Puerto Rico, in his capacity as Mayor of the Municipality of Salinas, Puerto Rico, who is duly authorized to appear herein.

**W I T N E S S E T H:**

**WHEREAS**, pursuant to the Agreement, BFI has, among other things, agreed to operate the Municipal Landfill upon the occurrence of certain conditions described in the Agreement; and

**WHEREAS**, the parties hereto desire to amend the Agreement upon the terms and conditions contained herein.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. Section 2.2 (h) of the Agreement shall be amended by deleting such subsection entirely and replacing it with the following:

(h) **Disposal** - All Contract Waste collected by BFI hereunder shall initially be hauled for disposal to the Municipal Landfill. Upon the commencement of operations at the Regional Landfill, all Contract Waste collected by BFI hereunder shall be hauled to the Regional Landfill for disposal. During any period during which neither the Municipal Landfill nor the Regional Landfill is in operation during the term hereof, all Contract Waste shall be hauled to such other disposal facility as determined by BFI. In such event, (i) the Municipality shall obtain such disposal rights at such facility as are necessary to insure disposal of Contract Waste during the term hereof and shall arrange for direct payment by the Municipality of all disposal costs with respect thereto to the operator of such facility; and (ii) the Municipality shall be responsible for any increased costs of operation incurred by BFI in connection with the transportation of Contract Waste to such other disposal facility.

2. Section 3.7 (b) of the Agreement shall be amended by deleting such subsection entirely and replacing it with the following:

(b) Municipal Solid Waste Disposal

(i) Commencing on the Operations Effective Date, and continuing until the expiration of the Fourth 12-Month Period thereafter (as described below), BFI shall charge the Municipality, and the Municipality shall pay BFI, fees for the disposal of all Contract Waste delivered to the Municipal Landfill, as follows:

<u>PERIOD</u>	<u>RATE</u> per Cubic Yard of Rated Truck Capacity
First 12-month Period after Operations Effective Date	\$3.35
Second 12-month Period	\$2.85
Third 12-month Period	\$2.30
Fourth 12-month Period	\$1.80

If the Operations Effective Date falls on a day other than the first day of a calendar month, the First 12-month Period shall begin on the Operations Effective Date and end on the last day of the month in which the first anniversary of the Operations Effective Date falls.

(ii) BFI shall submit statements to the Municipality by the 10th day of the month following the month to which the statement relates. The Municipality shall pay the invoice amounts reflected on all such statements by the last day of the month in which such statements are received. All invoices which are not paid within 30 days after the invoice date shall bear interest at the Overdue Rate (as defined in Section 2.3 (c) hereof) until paid. In the event that the Municipality fails to pay any invoice within 60 days after the invoice date, BFI may, after providing notice to the Municipality at least 15 days in advance of its intention to do so, suspend all Collection Services being provided pursuant to Article 2 of this Agreement until the amount of the applicable invoice, plus all applicable interest, is paid.

(iii) From and after the expiration of the Fourth 12-month Period as described in clause (i) above, and for so long thereafter as BFI operates the Municipal Landfill, BFI shall not charge any disposal fee with respect to Contract Waste which is delivered to the Municipal Landfill for disposal by the Municipality or by any contractor then providing Contract Waste collection services under contract with the Municipality (including BFI pursuant to Article 2 of this Agreement).

(iv) Notwithstanding anything to the contrary contained in this subsection 3.7 (b), BFI shall charge the Municipality, and the Municipality shall pay to BFI, any Impositions levied with respect to all Contract Waste disposed of at the Municipal Landfill whether or not any disposal fee is charged hereunder.

(v) The Municipality agrees that for each of the Municipality's fiscal years during the term in which BFI charges the Municipality disposal fees pursuant to this subsection 3.7 (b), the Municipality's approved budget shall provide for the funds necessary to compensate BFI for disposal charges incurred by the Municipality with respect to such year.

3. A new Section 3.8, entitled Fee for Operating Rights, shall be added to Article 3 of the Agreement, as follows:

3.8 Fee for Operating Rights. (a) Simultaneously with the execution of this Amendment, BFI has delivered to the Municipality, by company check, the prepaid sum of \$250,000.00 in consideration for the right to operate the Municipal Landfill pursuant to this Article 3 (the "Operations Fee").

(b) In the event BFI sends a Notice of Deficiencies to the Municipality pursuant to Section 3.1 (a) (ii) of this Agreement, and the deficiencies specified therein are not corrected within the time specified in the Notice of Deficiencies (the "Cure Date"), then within ten (10) days after the Cure Date, the Municipality shall repay the Operations Fee to BFI in immediately available funds.

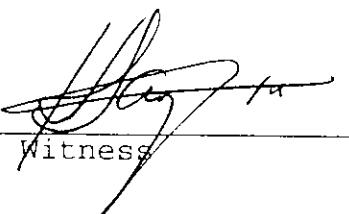
(c) If, after the Operations Effective Date, BFI ceases to operate the Municipal Landfill as a result of the issuance of a Closure Order (unless the Closure Order is issued as a result of any negligent act or omission of BFI or a breach by BFI of this Agreement), BFI shall be entitled to pro-rated reimbursement of the Operations Fee, calculated by multiplying the Operations Fee times a ratio, the numerator of which is the number of months between the date of the Closure Order and

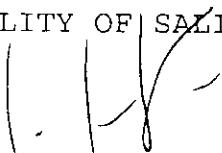
December 31, 1998, and the denominator of which is 48. Such reimbursement shall be paid by the Municipality to BFI in immediately available funds within ten (10) days after receipt of demand from BFI.

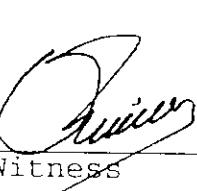
(d) If the Municipality fails to pay to BFI any sums due pursuant to subparagraphs (b) and (c) above within the time period specified therein BFI may, after providing notice to the Municipality at least (15) days in advance of its intention to do so, suspend all Collections Services provided hereunder until the amount due, plus all applicable interest, is paid. In addition, and not in lieu of the foregoing, all such unpaid amounts shall bear interest at the Overdue Rate until paid.

4. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning ascribed to such terms in the Agreement. Except as specifically amended or modified herein, the terms of the Agreement shall remain in full force and effect.

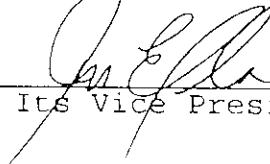
**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by its duly authorized officers this \_\_\_\_ day of November, 1994.

  
\_\_\_\_\_  
Witness

MUNICIPALITY OF SALINAS  
  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its Mayor

  
\_\_\_\_\_  
Witness

BFI OF PONCE, INC.

  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its Vice President