

RESOLUTION

Sponsor(s): Councilors Keogh, Wright Paul, Mulvaney-Stanak, Bd. of

Finance

Introduced: 9/12/2011

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

Resolution Relating to

APPROVAL OF AMENDMENT NO. 12 TO WOOD FUEL TRANSPORTATION AGREEMENT BETWEEN NEW ENGLAND CENTRAL RAILROAD AND BURLINGTON ELECTRIC DEPARTMENT

CITY OF BURLINGTON

In the Year Two Thousand and Eleven

.....
Resolved by the City Council of the City of Burlington, as follows:

That:

The attached Amendment No. 12 to Wood Fuel Transportation Agreement between New England Central Railroad, Inc., and the City of Burlington, Vermont, having been unanimously approved by the Board of Electric Commissioners at its regular meeting on August 10, 2011, is hereby approved, and

BE IT FURTHER RESOLVED that Barbara L. Grimes, General Manager, or her designee, is hereby authorized to execute said amendment on behalf of the City of Burlington.

AMENDMENT NO. 12

TO

WOOD FUEL TRANSPORTATION AGREEMENT

The Wood Fuel Transportation Agreement dated October 16, 1984 between **New England Central Railroad, Inc. (NECR)** and the **City of Burlington, Vermont**, acting by and through its **Burlington Electric Department (BED)**, as previously amended, is hereby further amended by this Amendment No. 12 as follows:

1. Paragraph 3 of Amendment No. 1 to original Agreement is hereby amended in part to read as follows:

Paragraph 3 – Volume

“BED and NECR agree that there shall be available, in accordance with this agreement, a minimum of 104 deliveries of freight for each twelve month period October 1, 2011 – September 30, 2014. Also, it is agreed that there will be a rate for 20 cars per train and a rate for 21 cars per train as indicated in paragraph 6 as amended below.”

2. Paragraph 6 of original Agreement, as amended by Amendment No. 11, is hereby amended to read as follows:

Paragraph 6 – Compensation :

“For delivery of freight, and for services incidental hereto, as provided in this Agreement, BED shall pay to NECR rates as indicated in Table below. It is agreed that the total payment by BED to NECR in any calendar year shall not be less than an amount equal to the appropriate sum for the minimum number of deliveries as provided in Paragraph 3 hereof less any liquidated damages assessed against NECR pursuant to Paragraph 5. The Unit Train rate per Paragraph 6 will be as follows:

Time Period Covered	Rate Per 20 Car Train	Rate per 21 Car Train
3/1/2010-9/30/2011*	\$6,774.00	\$6,850.00
10/1/2011 – 9/30/2012	\$7,101.00	\$7,182.00
10/1/2012 – 9/30/2013	\$7,455.00	\$7,539.00
10/1/2013 – 9/30/2014	\$7,829.00	\$7,917.00

“In addition, a rate of Two Thousand Seven Hundred Fifty Dollars (\$2,750) per occurrence will be assessed for each instance when **BED** is unable to unload its cars because of weather conditions in the area of the McNeil Generating Station and **NECR** is requested to return to move cars to effect said unloading. There will also be a switching charge of One Hundred Ten Dollars (\$110.00) each time a car is either switched out for, or returned to service. These provisions are effective during the term of this Amendment as specified in Paragraph 11 as amended below.”

*BED will pay NECR a lump sum amount equal to 2.0% of the shipments billed at the above rates by NECR to BED for shipments commencing 3/1/2010 and ending 9/30/2011 inclusive, this

amount being in addition to the amounts already billed by NECR to BED for these shipments. NECR will present BED with a single misc. services invoice for this amount with mutually agreeable supporting detail within 30 days of the application of the rates intended to take effect 10/1/2011.

3. Paragraph 11 of the original Agreement is hereby amended in part to read as follows:

Paragraph 11 – Duration:

“This Agreement shall apply to shipments of woodchips made on and after March 1, 2010 (application date), pursuant to and subject to 49 CFR 1313 and shall remain in effect through September 30, 2014.”

4. All other provisions of the original Agreement and subsequent Amendments, to the extent not inconsistent herewith and unless previously amended, expired or cancelled will remain in effect.

CITY OF BURLINGTON, VERMONT
ELECTRIC DEPARTMENT

NEW ENGLAND CENTRAL
RAILROAD, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

