

THIRD AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR WASTE HAULING SERVICES

This Third Amendment to the Exclusive Franchise Agreement for Waste Hauling Services (“Amendment”) is entered into as of the 1st day of January 2020 (“Effective Date”), by and between the City of Irwindale, a municipal corporation (“City”) and Arakelian Enterprises, Inc., a California corporation d/b/a Athens Services (“Franchisee” or “Athens”).

RECITALS

A. WHEREAS, on April 13, 2011, the City and Athens entered into an Exclusive Franchise Agreement for Waste Hauling Services (“Agreement”) for the provision of solid waste hauling services by Athens to the City, its residents and businesses on an exclusive basis, and amended the Agreement on December 12, 2012 and January 22, 2014, respectively.

B. WHEREAS, the Legislature of the State of California, by enactment of Assembly Bill 1594 (“AB 1594”), eliminates landfill diversion credits previously awarded to cities with respect to green waste being used as Alternative Daily Cover, effective January 1, 2020.

C. WHEREAS, the Legislature of the State of California, by enactment of Assembly Bill 1826 (“AB 1826”), requires each jurisdiction, on and after April 1, 2016, to implement an organic waste recycling program to divert organic waste from businesses, including multifamily dwellings of five or more units. Each business meeting specific organic waste or solid waste generation thresholds, phased in beginning in 2016, is required to arrange for organic waste recycling services.

D. WHEREAS, the Department of Resources Recycling and Recovery (“CalRecycle”), as of the date of this Amendment, projects that “more than 30 percent of California’s waste stream consist[s] of compostable organic materials.” *See* <https://www.calrecycle.ca.gov/Organics/GreenTeam/>. Consistent with CalRecycle projections, twenty percent (20%) of the annually collected Commercial and Multi-family Solid Waste volume generated in the City is expected to comprise of Organic Waste (estimated at 8,400 tons).

E. WHEREAS, the Legislature of the State of California, by enactment of Senate Bill 1383 (“SB 1383”), establishes a statewide 50-percent reduction in the amount of organics in landfills from the 2014 levels by 2020 and a 75-percent reduction by 2025, and requires that not less than 20 percent of edible food that is currently disposed of be recovered for human consumption by 2025, but applicable regulations have not been finalized or implemented as of the Effective Date.

F. WHEREAS, the City has observed and experienced an increase in the prevalence of electronic waste at residential premises and desires Athens to collect such waste as part of Athens’ existing residential bulky waste collection program within the City, as specified in the Agreement.

G. WHEREAS, the City and Athens entered into an Agreement for Interim Street Sweeping Services dated August 26, 2009, as may have been amended from time to time (“Interim Street Sweeping Agreement”), the parties now wish to incorporate elements of the Interim Street

Sweeping Agreement into the Agreement, agree that such incorporation provides administrative efficiencies and is therefore in the best interests of each party, agree that all such prior agreements and understandings, including the Agreement for Interim Street Sweeping Services be superseded by this Amendment, and agree that the Interim Street Sweeping Agreement be regarded as null, void and of no further force or effect.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

1. **Residential Green Waste Services (AB 1594).** A new Section 6.6, entitled “Residential Green Waste Services” shall be added to the Agreement to read as follows:

6.6 Residential Green Waste Services. Effective January 1, 2020, Franchisee will provide staff, labor, and equipment as reasonably necessary to assist with the City’s compliance with AB 1594. Franchisee will continue to collect and haul Green Waste in accordance with current procedures, but will commence compliance with AB 1594 by delivering all Green Waste to an Organic Waste processing facility for processing in a way that will be counted as diversion, as defined by applicable law as of the Effective Date. Residential Green Waste will be collected as mixed Solid Waste and shall be recovered through the processing of mixed Solid Waste delivered at material recovery facilities used by Franchisee.

2. **Commercial & Multifamily Organic Waste Program (AB 1826).** A new Section 6.5, entitled “Commercial & Multifamily Organic Waste Program” shall be added to the Agreement to read as follows:

6.5 Commercial & Multifamily Organic Waste Program. Effective January 1, 2020, Franchisee will provide staff, labor, and materials to assist with citywide compliance with AB 1826. This includes (i) account site visits and reviews, and the tracking thereof; (ii) public education and outreach as appropriate; (iii) meeting with CalRecycle staff; (iv) providing Organic Waste tonnage data to both the City and CalRecycle; and (v) administering an Organic Waste services program. Franchisee shall collect and direct all Source Separated Organic Waste to an organics processing facility capable of satisfying AB 1826 and any other applicable Organic Waste diversion requirements existing as the Effective Date. The following shall also apply:

6.5.1 Provision of Organic Waste Receptacles. For each customer, Franchisee will provide a minimum of one (1) container for Organic Waste of 35-gallons to 64-gallons in size, or a minimum of one (1) bin for Organic Waste 1.5 to 2-yards in size. A container or bin shall be considered to be a “receptacle.”

Actual sizes and receptacle types provided by Franchisee shall be determined by Franchisee following a customer waste assessment. Receptacles for Organic Waste shall be provided to (i) Commercial Units and Multi-Family complexes to the extent such are required to comply with AB 1826 and (ii) Commercial Units and Multi-Family complexes that are not required to comply with AB 1826, but can demonstrate to Franchisee that such customers are able to and have a need to source-separate Organic Waste from their waste stream.

6.5.2 Organic Waste Services. During Implementation Period. Beginning January 1, 2020 and ending December 31, 2021 (“Implementation Period”), each customer shall receive a minimum of one (1) container or bin in accordance Subsection 6.5.1, at no charge, provided the Organics Waste Base Service furnished to a customer does not exceed the levels specified in Section 1.2.54 at any time. Notwithstanding the foregoing, if during the Implementation Period, a customer requires receptacles in excess of the minimum levels specified herein or otherwise requires services in excess of the Organics Waste Base Service, Franchisee may charge fees not to exceed the “Organic Services” rates in Exhibit A.

6.5.3 Organic Waste Service Discounts. Upon the expiration of the Implementation Period (January 1, 2022), Franchisee may bill customers for the provision of any receptacle for Organic Waste or other Organic Waste service at rates not to exceed the “Organic Services” rates provided in Exhibit A, less the discount provided in the table below:

Calendar Year	Discount
2022	75%
2023	50%
2024	25%
2025 and beyond	0%

6.5.4 Roll-off Services. Notwithstanding Subsections 6.5.2 and 6.5.3, if Organic Waste collection services provided to a customer require roll-off service, Franchisee may provide roll-off service at a fee not to exceed those provided in the “Organic Services” rates in Exhibit A.

6.5.4 Reporting; Routes. Franchisee may collect Organic Waste from multiple cities within one Organic Waste route and, if so, will accurately report Organic Waste tonnage for each of the separate cities by volume. Franchisee shall not be restricted from collecting Organic Waste from multiple jurisdictions.

6.5.5 Service Level Monitoring. Franchisee reserves the right to inspect, audit, and review the service level (quantity and type of receptacle(s) and weekly frequency of pick-up) of Organic Waste services provided to each customer receiving Organic Waste collection services. Franchisee may reduce or increase any Organic Waste service level based on the inspection, audit, and review.

6.5.6 Contamination. Organic Waste collected in accordance with this Section 6.5 must be clean and must contain less than 5% contamination (or lower percentage if the designated Organic Waste destination facility requires less contamination). To determine whether Organic Waste is contaminated, a visual inspection of the Organic Waste will be conducted by Franchisee. In the event more than 5% (or lower percentage, as adjusted) per volume of an Organic Waste receptacle comprises of commingled garbage or recyclables, then Franchisee may deem the receptacle contaminated. If any Organic Waste receptacle is identified as contaminated, Franchisee will implement the following protocols in order to work with the customer to decontaminate their Organic Waste:

(a) *Grace Period.* Upon the discovery of contamination, Franchisee must identify the source of contamination (i.e., customer), collect the waste in the contaminated receptacle, treat the waste as Solid Waste for handling and billing purposes, and affix a “Contamination Violation Notice” to the contaminated receptacle. The Contamination Violation Notice should contain instructions on the proper procedures for sorting Organic Waste. Franchisee must also provide documentation to the customer evidencing the identified contamination. Franchisee will contact the customer to inform, educate, and eliminate the contaminants from its Organics Waste, which may include site visits with a recycling coordinator employed by Franchisee. This protocol shall expire with respect to a given customer at the earlier of: (i) the first six (6) months after the start of Organic Waste collection services for that customer or (ii) January 1, 2022 (“Grace Period”).

(b) *Violations.* After the expiration of the Grace Period for a given customer, upon each subsequent occurrence of contamination, Franchisee shall treat the waste as Solid Waste for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated receptacle. Upon each occurrence, Franchisee may also charge the customer an “Organic Waste Contamination Fee” as set forth in Exhibit A. For any contamination fee charge assessed, Franchisee must provide documentation to the customer evidencing the identified occurrence

of contamination. Franchisee will contact the customer to inform, educate, and eliminate the contaminants from its Organics Waste, which may include site visits with a recycling coordinator employed by Franchisee. Upon five (5) business days notice to City, Franchisee may reduce the customer's Organics Waste collection service level to a minimum of one Organic Waste receptacle, collected one time per week, until the customer demonstrates to the satisfaction of Franchisee that the customer is able to comply with the Franchisee's Organics Waste program.

(c) *Legal Action.* Upon any occurrence of contamination, the City may consult with Franchisee and the City may consider, and in its discretion pursue as applicable, appropriate legal remedies against offending customer(s) if necessary to enforce discontinuance of contamination. Franchisee shall not be liable for any costs or attorney fees associated with any legal action taken by the City in accordance with this subsection.

6.5.7 Equipment; Service. Franchisee will provide sufficient vehicles and other service equipment in order to collect Source Separated clean Organic Waste from customers within the City receiving Organic Waste collection services. Upon collecting such Organic Waste, Franchisee will take the Organic Waste to American Organics (located at 20055 Shay Rd., Victorville, CA 92394), or any other facility Franchisee deems appropriate and that can divert the Organic Waste from the landfill, where the Organic Waste may be counted as diversion for the City, as defined by applicable law as of the Effective Date.

6.5.7 Changes. If the actual Organic Waste volume generated in the City exceeds twenty percent (20%) of the Solid Waste volume collected from Commercial and Multi-family accounts (currently estimated at 8,400 tons annually), or if there are any future governing law changes in reference to this Organics Waste program, Franchisee and the City will meet and confer to discuss changes to the rates in Exhibit A and to the discounts specified in Subsection 6.5.3, as needed.

6.5.8 Organic Services Rates. Franchisee shall perform the services identified in this Section 6.5 at a rate no greater than the maximum rates set forth in Exhibit A, as adjusted by CPI, with rate changes to take effect as of July 1st of every year. Further rate adjustments shall be implemented in accordance with Exhibit D of this Agreement.

6.5.9 Organic Service Exemptions. The Organic Waste program specified herein shall not apply to customers

deemed exempt from AB 1826, as determined by the City or Franchisee pursuant to applicable state law. Customers may seek exemption through the Franchisee with approval from the City Manager and concurrence of Franchisee.

3. **Added Definitions.** The following subsections shall be added to Section 1.2 (Definitions) the Agreement to read as follows:

1.2.53 CPI. CPI means the Consumer Price Index for the previous twelve month period (May 1st through April 30th) All Urban Consumers in the Los Angeles/Long Beach/Anaheim area, or an equivalent index approved by mutual agreement in the event said index is no longer published. For the avoidance of doubt, changes to maximum rates set forth in Exhibit A of this Agreement, as adjusted by CPI, shall take effect as of July 1st every year.

1.2.54 Organic Waste Base Service. Organic Waste Base Service shall mean either: (i) twenty percent (20%) of the customer's regularly collected Solid Waste volumes; or (ii) the customer's regular Solid Waste collection service level (with the service level determined based on the quantity of receptacles and frequency of pickup).

1.2.55 Organic Waste. Organic Waste means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste as set forth in Public Resources Code Section 42649.8(c) as of the Effective Date.

4. **Amended Definition; Maximum Rate Schedule.** Subsection 1.2.33 of the Agreement is hereby amended and replaced in its entirety to read as follows:

1.2.33 Maximum Rate Schedule. "Maximum Rate Schedule" means that schedule of maximum rates to be charged to Residential and Commercial Units located in the City by Franchisee for Franchisee's waste hauling services, which Maximum Rates are effective as of January 1, 2020 and attached hereto at Exhibit A. A Residential Unit is a single family home or each unit in a multifamily property comprised of not more than four units. A Commercial Unit is a single business location.

5. **Maximum Rate Schedule.** Section 8.1 of the Agreement is hereby amended and replaced in its entirety to read as follows:

8.1 Maximum Rate Schedule. Exhibit A, which is incorporated herein by this reference ("Maximum Rate Schedule") sets forth the maximum service rates which may be charged by

Franchisee to its customers in the City and such rates include the obligation of Franchisee to transport and process all Solid Waste, Recyclables, Organic Waste and Green Waste to Franchisee's Materials Recovery Facility. The Maximum Rate Schedule shall be in effect as of January 1, 2020.

6. **New Rate Schedule.** Effective January 1, 2020, Franchisee shall be entitled to increase the Maximum Rate Schedule by 7.5% per rate in recognition of the implementation and administration of the Organic waste program specified in Section 6.5 of the Agreement. Exhibit A of the Agreement is hereby amended and replaced in its entirety with Exhibit A attached to this Amendment. Exhibit A was informed by marketplace conditions, including cost analyses provided by Franchisee.

7. **Short-Lived Climate Pollutants (SB 1383).** Upon the adoption of final regulations by the state intended to achieve the organic waste reduction goals for 2020 and 2025 as established in Section 39730.6 of the Health and Safety Code, or January 1, 2022, whichever is earlier, the City and Franchisee shall meet and confer to determine whether such regulations will require Franchisee to provide additional services on behalf of the City or require Franchisee to otherwise incur additional costs. If it is determined additional services are necessary and Franchisee will otherwise incur additional costs, the parties shall negotiate an amendment to the Agreement. Any such additional services or costs may qualify for a Special Rate Adjustment under Exhibit D of this Agreement.

8. **Bulky Waste.** Section 5.8 of the Agreement is hereby amended and replaced in its entirety to read as follows:

5.8 Collection of Bulky Waste. Franchisee shall provide free Bulky Waste collection to Residential Premises at the curbside or alleyway two (2) times per year, on dates scheduled by the City, which Collection shall be scheduled on regularly scheduled service days for Residential Waste Collection. Bulky Waste shall not be of a volume exceeding the capacity of a front loader bucket. For the purposes of this Section 5.8, Bulky Waste shall also include electronic waste, as defined in Public Resources Code, Section 42463 (defining electronic waste under the California Electronic Waste Recycling Act of 2003).

9. **Compost Giveaway.** A new subsection 5.15, entitled "Compost Giveaway" shall be added to the Agreement to read as follows:

5.15 Compost Giveaway. Franchisee shall host a "Compost Giveaway" on an annual basis at a date, location, and time agreed upon by the City and Franchisee. At the Compost Giveaway, Franchisee shall provide a minimum Citywide total of five (5) tons of compost at no charge to customers residing in the City.

10. **Street Sweeping.** Section 13.19 of the Agreement is hereby amended and replaced in its entirety to read as follows:

13.19 Street Sweeping.

13.19.1 Base Services. Franchisee shall provide street sweeping services on behalf of the City at no charge, as specified in Subsections 13.19.2-13.19.6.

13.19.2 Street Sweeping Requirements. Franchisee shall provide street sweeping services as specified herein. Upon the completion of street sweeping, curbs, gutters, and parking lots shall be left in a “clean condition.” A “clean condition” is defined as the absence of trash or residue in the streets and gutters upon the completion of the sweeping operation. Franchisee shall provide all street sweeping necessary to leave a given street in a clean condition. Unweepable items that impede sweeping, such as palm fronds, rocks, trash, and similar debris shall be removed from the sweeping path and properly disposed of by the Franchisee rather than driving around them. Reasonably unanticipated unweepable items shall qualify as “Additional Work,” as defined in Subsection 13.19.7, and shall be properly disposed of by the Franchisee at the City’s option.

13.19.3 Commercial Streets. Franchisee shall sweep all commercial streets within the City not to exceed 50 curb miles per week. Unless mutually agreed to otherwise by the City and Franchisee, Franchisee shall sweep such streets once a week except weekends between the hours of 12:00 a.m. and 5:00 a.m. Excluded from this Subsection 13.19.3 are areas that fall under the jurisdiction of private entities. This includes but is not limited to Foothill Blvd. from Irwindale Avenue (west bound) to City limits.

13.19.4 Parking Lots. On a weekly basis, Franchisee shall sweep the parking lots and adjacent streets of City Hall and City Park.

13.19.5 Residential Streets. Franchisee shall sweep all residential streets specified in the street sweeping map included in Exhibit E once per week, not to exceed 10 curb miles per week. Street sweeping shall also include specific streets indicated that are high traffic streets and heavy leaf and debris streets. Further, Franchisee shall furnish street sweeping services for an additional day following the trash collection days for Christmas and New Year’s Day, respectively, provided that the City posts “no parking” signage five (5) days in advance to allow Franchisee to perform its work in the event no such signage exists. For the avoidance of doubt, the schedule specified in Exhibit F, which will be updated every five (5) years effective January 1, 2020, shall apply. The specific dates provided in Exhibit F may be

modified at any time upon the mutual written agreement of the parties.

13.19.6 Sweeping Center Medians. Franchisee shall sweep the center lane or median and intersections of the major cross streets within the City and listed under Exhibit E of the Agreement, not to exceed 20 curb miles per week.

13.19.7 Addition or Elimination of Streets. Any streets added to the City during the term of the Agreement, either by new construction or annexation shall be swept according to this Section 13.19 beginning as soon as such streets are accepted officially by the City. Any streets eliminated or closed in the City during the term of the agreement, either by City Council resolution or annexation shall be removed from the street sweeping schedule.

13.19.8 Additional Work. Any work that the City and Franchisee agree was not included in the scope of street sweeping services provided in Subsections 13.19.2-13.19.6 or which Franchisee could not have reasonably anticipated would be necessary shall be considered "Additional Work." Franchisee shall perform such Additional Work at the hourly rate of \$90/hr. This rate shall be annually adjusted by CPI based on the immediately previous twelve month period starting January 1, 2021. Franchisee shall not perform any Additional Work unless directed to do so by the Public Works Director or his/her designee.

(a) *Exclusions.* During certain times of the year, additional sweeping will be necessary due to large amounts of leaves. This shall not constitute Additional Work and no additional compensation will be given.

(b) *Obstructions.* Franchisee shall report to the City any low hanging tree limbs or other obstructions that prevent or delay normal sweeping operations.

(c) *Special Events.* Franchisee from time to time may be requested to provide street sweeping services immediately following parades, community celebrations, and other similar activities involving City streets or parking lots. Compensation for this work will be paid at the hourly rate specified for Additional Work.

(d) *Emergencies.* Franchisee shall satisfy all Emergency Street Sweeping Requests made by the City. Every year of the Term starting January 1, the first (1st) five (5) requests shall be serviced by Franchisee at no charge to the City.

Any requests thereafter shall constitute Additional Work. The City shall be charged a minimum of four (4) hours of work for any such Additional Work requested hereunder. For the purposes of this provision, "Emergency Street Sweeping Requests" shall mean street sweeping services (i) made necessary by any natural or manmade disaster or similar emergency, or (ii) requested by the City for performance when street sweeping is not normally provided (Monday-Friday between the hours of 4:01 p.m. to 1:59 a.m., or any time Saturday or Sunday), except special events as provided in Subsection 13.19.8(c).

13.19.9 City Representative. The City hereby designates the Director of Public Works, or his or her designee, to act as its representative for the performance of street sweeping services ("City Representative"). The City Representative shall have the power to act on behalf of the City for all purposes under this Section 13.19. With respect to street sweeping, Franchisee shall not accept direction or orders from any person other than the City's Representative or his or her designee.

13.19.10 Standard of Care; Performance of Employees. Franchisee shall perform all services under this Section 13.19 in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Franchisee represents and maintains that it is skilled in the professional calling necessary to perform the services contemplated hereunder. Franchisee warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, Franchisee represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform street sweeping services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

13.19.11 Laws and Regulations Pertaining to Street Sweeping. Franchisee shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of street sweeping services, including all Cal/OSHA requirements, and shall give all notices required by law. Franchisee shall be liable for all violations of such laws and regulations in connection such services. If the Franchisee performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Franchisee shall be solely responsible for all costs arising therefrom.

13.19.12 Prevailing Wages. Prevailing wages are not required to be paid for any street sweeping work provided under this Section 13.19.

13.19.13 Prior Agreement Superseded. This Section 13.19 supersedes and replaces in its entirety the prior agreements or understandings between the City and Franchisee pertaining to street sweeping, and, as a result, the Agreement for Interim Street Sweeping Services dated August 26, 2009 is hereby null, void and of no further force or effect.

13.19.14 Curb Mile. For the purposes of this Section 13.19, a “curb mile” shall be the distance the machine sweeper travels with an effective sweeping width of six (6) feet from the curb face along an improved street.

11. **Street Sweeping Map and Holiday Schedule.** Exhibit B of this Amendment is hereby added to the Agreement as Exhibit E. Exhibit C of this Amendment is hereby added to the Agreement as Exhibit F.

12. **Due Execution.** The person(s) executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

13. **Full Force and Effect.** The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

CITY OF IRWINDALE

ATTEST:

Albert F. Ambriz
Albert, F. Ambriz, Mayor

Laura M. Nieto
Laura M. Nieto, MMC, Chief Deputy, City Clerk

ARAKELIAN ENTERPRISES, INC. DBA
ATHENS SERVICES

By: Ron J. Arakelian III
Name: Ron J. Arakelian III
Title: Executive Officer

APPROVED AS TO FORM:

Fred Galante
Fred Galante, Aleshire & Wynder

By: _____
Name: _____
Title: _____

ATTACHMENT A
RATE SCHEDULE
(AGREEMENT EXHIBIT "A")

City of Irwindale
Schedule of Rates Effective January 1, 2020
EXHIBIT A

Residential Barrels	New Disposal	New Service	Net	AB939	FF	Gross
2 90 Gallon Barrels	10.46	15.77	26.23	1.56	4.90	32.69
1 Extra 90 Gallon Barrel	5.25	7.90	13.15	0.78	2.46	16.39

Commercial Barrels	New Disposal	New Service	Net	AB939	FF	Gross
Each 90 Gallon Barrel	34.00	15.67	49.67	2.96	9.29	61.92

Bin	Frequency	New Disposal	New Service	Net	AB939	FF	Gross
1.5	1	32.71	120.74	153.45	9.14	28.69	191.28
1.5	2	65.47	181.97	247.44	14.74	46.27	308.45
1.5	3	98.18	238.28	336.46	20.05	62.91	419.42
1.5	4	130.91	287.68	418.59	24.94	78.27	521.80
1.5	5	163.64	365.48	529.12	31.53	98.94	659.59
1.5	6	196.36	455.79	652.15	38.86	121.94	812.95

Bin	Frequency	New Disposal	New Service	Net	AB939	FF	Gross
2	1	43.63	141.07	184.70	11.01	34.54	230.25
2	2	87.27	207.61	294.88	17.57	55.14	367.59
2	3	130.91	271.82	402.73	24.00	75.30	502.03
2	4	174.57	344.16	518.73	30.91	97.00	646.64
2	5	218.18	400.16	618.34	36.84	115.62	770.80
2	6	261.84	495.52	757.36	45.13	141.62	944.11

Bin	Frequency	New Disposal	New Service	Net	AB939	FF	Gross
3	1	65.47	144.94	210.41	12.54	39.34	262.29
3	2	130.91	221.71	352.62	21.01	65.93	439.56
3	3	196.36	281.99	478.35	28.50	89.44	596.29
3	4	261.84	352.08	613.92	36.58	114.79	765.29
3	5	327.29	424.63	751.92	44.80	140.60	937.32
3	6	392.75	512.22	904.97	53.92	169.22	1,128.11

Bin	Frequency	New Disposal	New Service	Net	AB939	FF	Gross
4	1	87.28	176.97	264.25	15.75	49.41	329.41
4	2	174.57	254.64	429.21	25.57	80.26	535.04
4	3	261.84	325.99	587.83	35.03	109.92	732.78
4	4	349.11	393.32	742.43	44.24	138.82	925.49
4	5	436.41	474.28	910.69	54.26	170.29	1,135.24
4	6	523.68	573.53	1,097.21	65.38	205.16	1,367.75

Bin	Frequency	New Disposal	New Service	Net	AB939	FF	Gross
6	1	130.91	211.61	342.52	20.41	64.05	426.98
6	2	261.85	298.09	559.94	33.36	104.70	698.00
6	3	392.75	368.70	761.45	45.37	142.38	949.20
6	4	523.68	468.27	991.95	59.11	185.48	1,236.54
6	5	654.59	555.58	1,210.17	72.11	226.28	1,508.56
6	6	749.07	668.11	1,417.18	84.44	264.99	1,766.61

Roll-off	New Service	Net	AB939	FF	Gross
Standard Roll-off Plus Dump	260.76	260.76	15.54	48.76	325.06
Compactor Roll-off Plus Dump	289.58	289.58	17.25	54.15	360.98
Plus Dump at MRF	107.16	107.16	6.39	20.04	133.59
Wash Out	266.42	266.42	15.87	49.82	332.11

* Recycle bin rate is equal to the service component of corresponding rubbish rate above.

City of Irwindale
Schedule of Organics Rates Effective January 1, 2020
EXHIBIT A

30 Yard or Less Roll-Off or Compactor Organics		Service	Adj	New Service	Net	AB939	FF	Gross
Haul		264.17	19.81	283.98	283.98	16.92	63.10	354.00
Disposal /Ton		110.31	8.27	118.58	118.58	7.07	22.17	147.82

Organics Services		Service	Adj	New Service	Net	AB939	FF	Gross
35 Gallon - First Barrel	1X	-	71.10	71.10	71.10	4.24	13.29	88.63
	2X	-	123.14	123.14	123.14	7.34	23.03	153.50
	3X	-	175.19	175.19	175.19	10.44	32.76	218.39
	4X	-	227.24	227.24	227.24	13.54	42.49	283.27
	5X	-	279.29	279.29	279.29	16.64	52.22	348.16
	6X	-	331.34	331.34	331.34	19.74	61.96	413.04
35 Gallon - Each Additional Barrel	1X	-	60.44	60.44	60.44	3.60	11.30	75.34
	2X	-	104.67	104.67	104.67	6.24	19.57	130.48
	3X	-	148.91	148.91	148.91	8.87	27.84	185.63
	4X	-	193.16	193.16	193.16	11.51	36.12	240.79
	5X	-	237.40	237.40	237.40	14.15	44.39	295.94
	6X	-	281.64	281.64	281.64	16.78	52.66	351.08
64 Gallon - First Barrel	1X	-	94.80	94.80	94.80	5.65	17.73	118.18
	2X	-	164.19	164.19	164.19	9.78	30.70	204.67
	3X	-	233.59	233.59	233.59	13.92	43.68	291.19
	4X	-	302.99	302.99	302.99	18.05	56.65	377.70
	5X	-	372.39	372.39	372.39	22.19	69.63	464.21
	6X	-	441.79	441.79	441.79	26.32	82.61	550.72
64 Gallon - Each Additional Barrel	1X	-	80.58	80.58	80.58	4.80	15.07	100.45
	2X	-	139.56	139.56	139.56	8.32	26.10	173.97
	3X	-	198.55	198.55	198.55	11.83	37.13	247.51
	4X	-	257.54	257.54	257.54	15.35	48.16	321.04
	5X	-	316.53	316.53	316.53	18.86	59.19	394.58
	6X	-	375.52	375.52	375.52	22.38	70.22	468.11
1.5 Cubic Yard - First Bin	1X	-	200.53	200.53	200.53	11.95	37.50	249.98
	2X	-	390.33	390.33	390.33	23.26	72.99	486.57
	3X	-	580.13	580.13	580.13	34.57	108.48	723.17
	4X	-	769.93	769.93	769.93	45.88	143.97	959.77
	5X	-	959.73	959.73	959.73	57.19	179.46	1,196.37
	6X	-	1,149.53	1,149.53	1,149.53	68.50	214.95	1,432.97
1.5 Cubic Yard - Each Additional Bin	1X	-	164.50	164.50	164.50	9.80	30.76	205.06
	2X	-	318.29	318.29	318.29	18.97	59.52	396.77
	3X	-	472.07	472.07	472.07	28.13	88.27	588.47
	4X	-	625.86	625.86	625.86	37.29	117.03	780.18
	5X	-	779.64	779.64	779.64	46.46	145.78	971.88
	6X	-	933.43	933.43	933.43	55.62	174.54	1,163.59
2 Cubic Yard - First Bin	1X	-	247.40	247.40	247.40	14.74	46.26	308.40
	2X	-	483.13	483.13	483.13	28.79	90.34	602.26
	3X	-	718.86	718.86	718.86	42.83	134.42	896.11
	4X	-	954.58	954.58	954.58	56.88	178.49	1,189.95
	5X	-	1,190.31	1,190.31	1,190.31	70.93	222.57	1,483.81
	6X	-	1,426.04	1,426.04	1,426.04	84.97	266.65	1,777.66
2 Cubic Yard - Each Additional Bin	1X	-	211.39	211.39	211.39	12.60	39.53	263.51
	2X	-	411.10	411.10	411.10	24.50	76.87	512.47
	3X	-	610.80	610.80	610.80	36.40	114.21	761.41
	4X	-	810.52	810.52	810.52	48.30	151.56	1,010.37
	5X	-	1,010.22	1,010.22	1,010.22	60.20	188.90	1,259.31
	6X	-	1,209.92	1,209.92	1,209.92	72.09	226.24	1,508.25

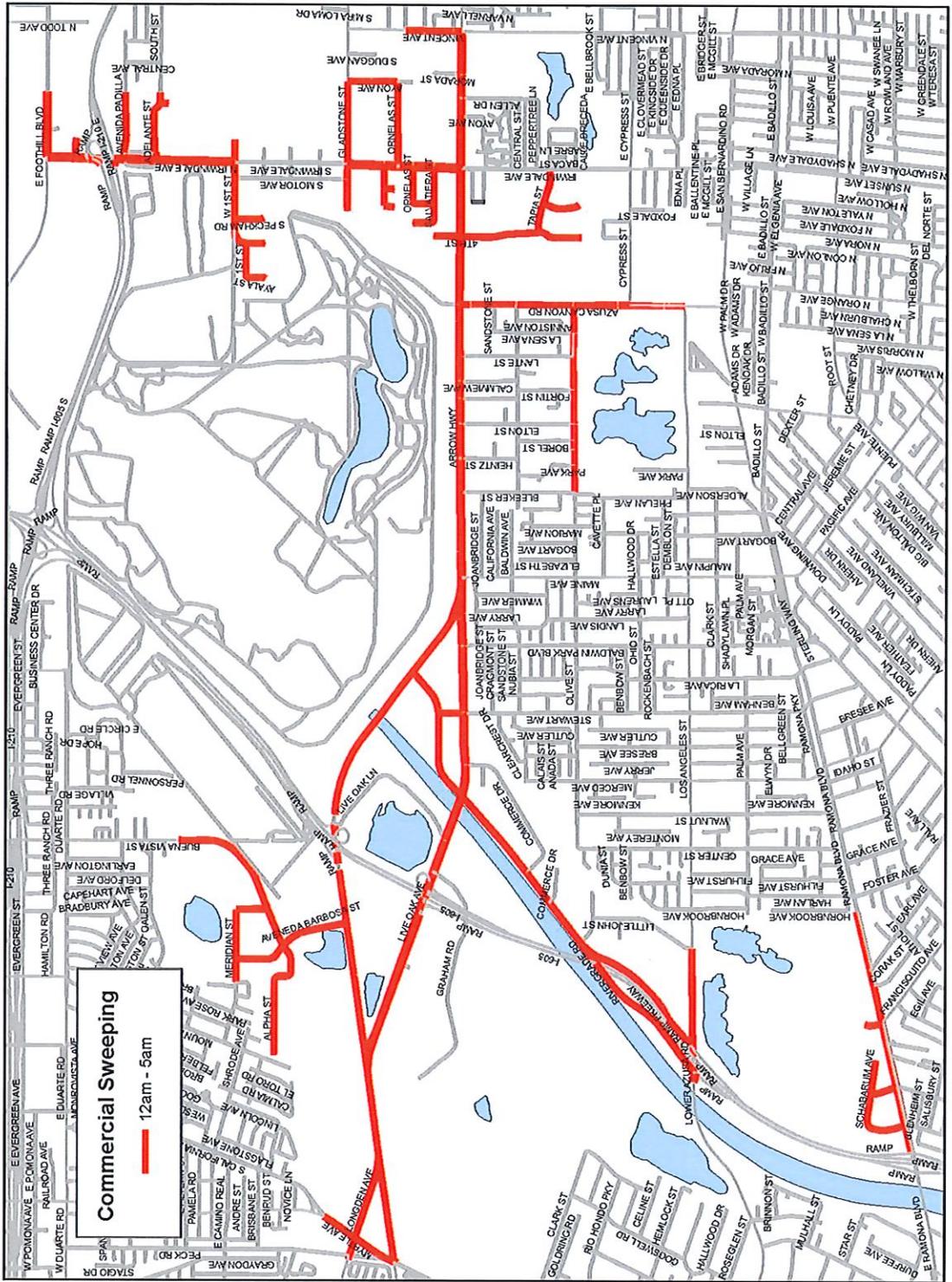
City of Irwindale
Schedule of Optional & Other Rates Effective January 1, 2020
EXHIBIT A

Optional Services & Other Charges	Service	Adj	New Service	Net	AB939	FF	Gross
Roll-off Demurrage per Day	16.54	1.24	17.78	17.78	1.06	3.32	22.16
Temporary Bin Charge	204.06	15.30	219.36	219.36	13.07	41.02	273.45
Temporary Bin - Extra Dump Charge	148.90	11.17	160.07	160.07	9.54	29.93	199.54
Temporary Bin - with Scout Service Charge	154.42	11.58	166.00	166.00	9.89	31.04	206.93
Stop Service Charge	27.57	2.07	29.64	29.64	1.77	5.54	36.95
Resume Charge	27.57	2.07	29.64	29.64	1.77	5.54	36.95
Bin Wash/Clean Out Charge	49.63	3.72	53.35	53.35	3.18	9.98	66.50
Roll-off Go Back or Dead Run Charge	82.72	6.20	88.92	88.92	5.30	16.63	110.85
Roll-off Relocation Charge	110.31	8.27	118.58	118.58	7.07	22.17	147.82
Storage Box Rental Charge	110.31	8.27	118.58	118.58	7.07	22.17	147.82
Roll-Off Roll-Top Rental Charge	55.15	4.14	59.29	59.29	3.53	11.09	73.91
Commercial Custom Bin Fabrication Charge	253.68	19.03	272.71	272.71	16.25	50.99	339.95
Commercial Permanent Bin Extra Dump Charge	55.15	4.14	59.29	59.29	3.53	11.09	73.91
Commercial Bin Excess Waste Charge	55.15	4.14	59.29	59.29	3.53	11.09	73.91
Commercial Bin Excess Weight Charge	55.15	4.14	59.29	59.29	3.53	11.09	73.91
Commercial Bin Go Back or Dead Run Charge	55.15	4.14	59.29	59.29	3.53	11.09	73.91
Commercial Bin Delivery Charge	55.15	4.14	59.29	59.29	3.53	11.09	73.91
Commercial Bin Exchange Charge	55.15	4.14	59.29	59.29	3.53	11.09	73.91
Commercial Bin Bring-in Charge	55.15	4.14	59.29	59.29	3.53	11.09	73.91
Commercial Bin Scout Service (per bin per frequency)	6.00	0.45	6.45	6.45	0.38	1.21	8.04
Lock Lid One-Time Set up Charge (per lock)	27.57	2.07	29.64	29.64	1.77	5.54	36.95
Lock Lid Monthly Service Charge (per lock x frequency)	13.24	0.99	14.23	14.23	0.85	2.66	17.74
Lock Lid on Temporary Bin One-Time Charge	27.57	2.07	29.64	29.64	1.77	5.54	36.95
Bin Exchange with Metal Lids	198.55	14.89	213.44	213.44	12.72	39.91	266.07
Dedined Payment Charge	27.57	2.07	29.64	29.64	1.77	5.54	36.95
Organic Waste Contamination Fee	250.00	-	250.00	250.00	14.90	46.75	311.64

ATTACHMENT B
STREET SWEEPING MAP
(AGREEMENT EXHIBIT “E”)

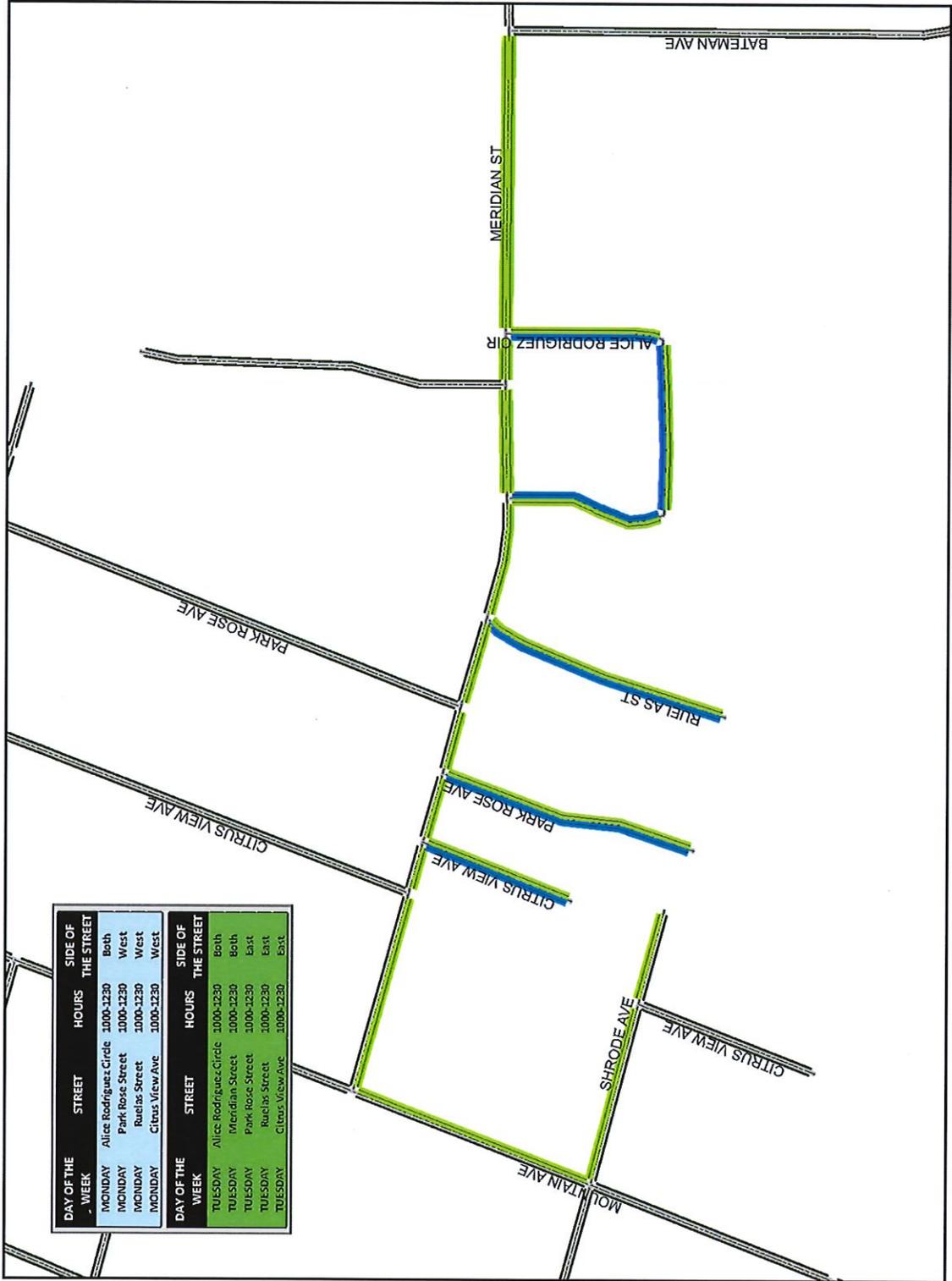


City of Irwindale Sweeping - Commercial





City of Inwindale Sweeping



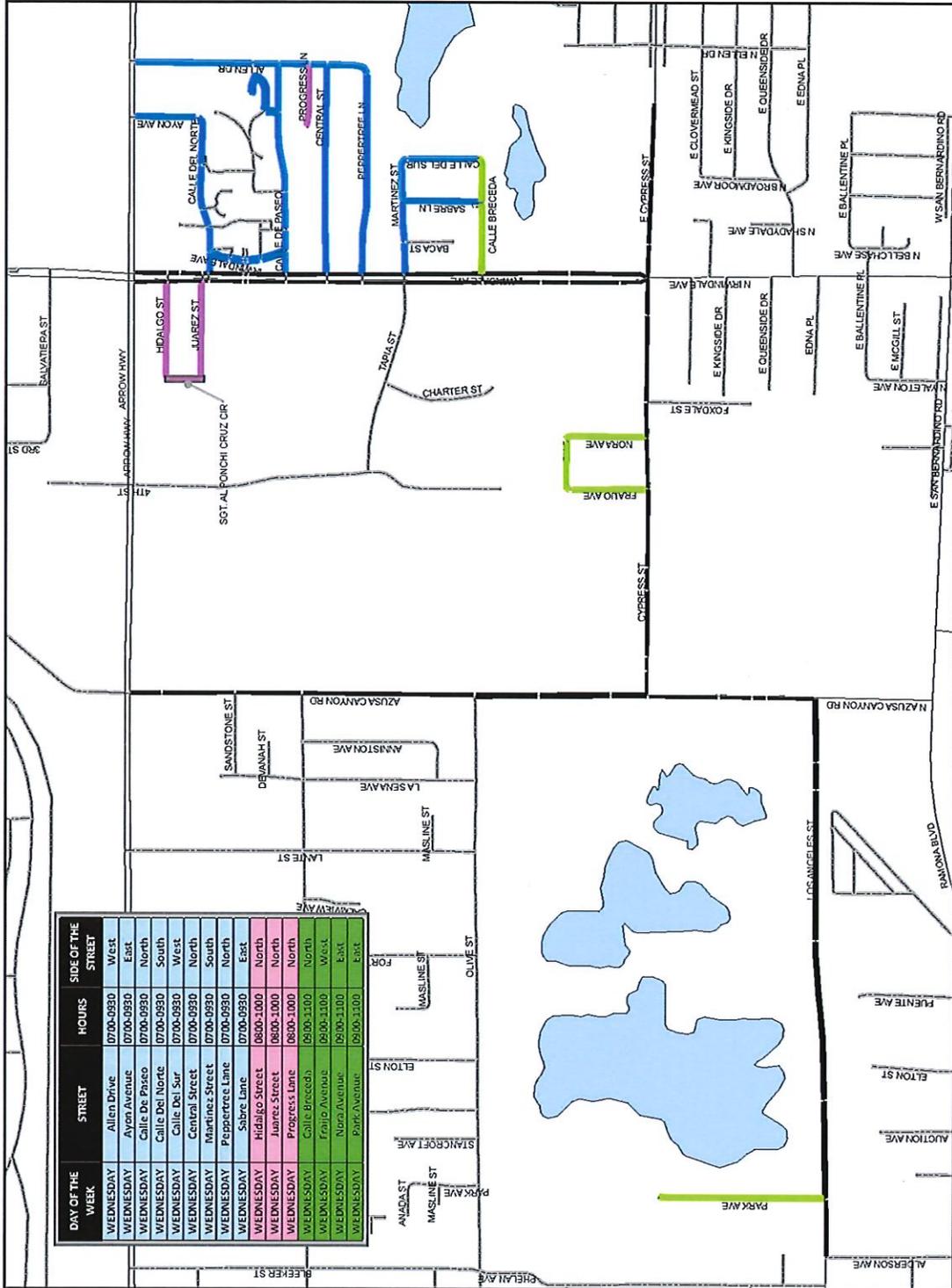
DAY OF THE WEEK	STREET	HOURS	SIDE OF THE STREET
MONDAY	Alice Rodriguez Circle	1000-1230	Both
MONDAY	Park Rose Street	1000-1230	West
MONDAY	Ruelas Street	1000-1230	West
MONDAY	Citrus View Ave	1000-1230	West
TUESDAY	Alice Rodriguez Circle	1000-1230	Both
TUESDAY	Meridian Street	1000-1230	Both
TUESDAY	Park Rose Street	1000-1230	East
TUESDAY	Ruelas Street	1000-1230	East
TUESDAY	Citrus View Ave	1000-1230	East



Athens Services

City of Irwindale Sweeping - Wednesday

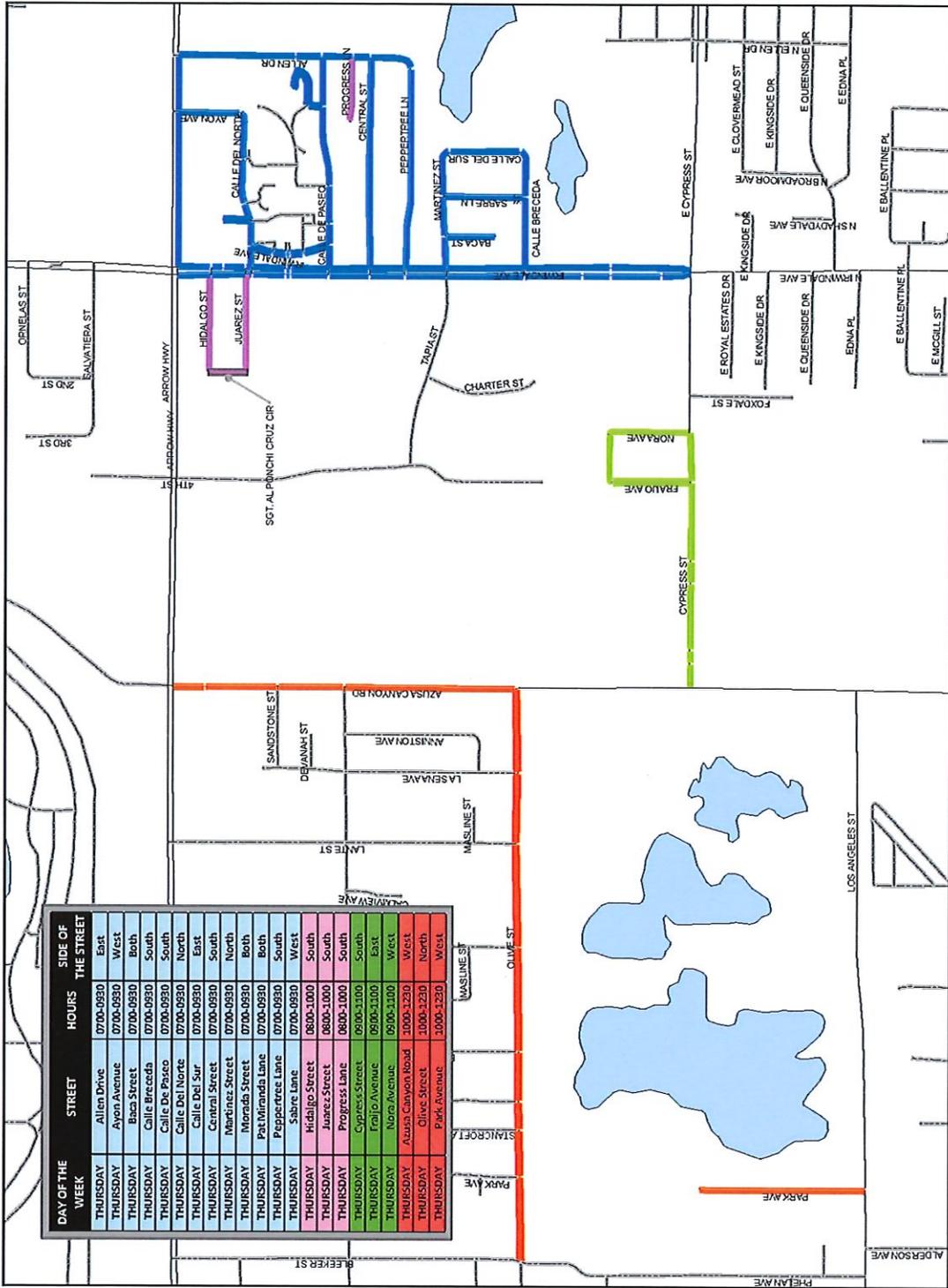
DAY OF THE WEEK	STREET	HOURS	SIDE OF THE STREET
WEDNESDAY	Allen Drive	0700-0930	West
WEDNESDAY	Ayon Avenue	0700-0930	East
WEDNESDAY	Calle De Pasco	0700-0930	North
WEDNESDAY	Calle Del Norte	0700-0930	South
WEDNESDAY	Calle Del Sur	0700-0930	West
WEDNESDAY	Central Street	0700-0930	North
WEDNESDAY	Martinez Street	0700-0930	South
WEDNESDAY	Pepperack Lane	0700-0930	North
WEDNESDAY	Sabre Lane	0700-0930	East
WEDNESDAY	Hidalgo Street	0800-1000	North
WEDNESDAY	Progress Lane	0800-1000	North
WEDNESDAY	Calle Breceda	0900-1100	North
WEDNESDAY	Fraujo Avenue	0900-1100	West
WEDNESDAY	Nora Avenue	0900-1100	East
WEDNESDAY	Park Avenue	0900-1100	East





Athens Services

City of Irwindale Sweeping - Thursday



ATTACHMENT C

HOLIDAY STREET SWEEPING SCHEDULE

(AGREEMENT EXHIBIT “F”)

New Year Holiday 2019	Holiday Collection Service	Sweeping after Holiday Service
Wednesday 1/1/2020	Saturday 1/3/2020	Monday 1/6/2020
Christmas Holiday 2020	Holiday Collection Service	Sweeping after Holiday Service
Friday 12/25/2020	Saturday 12/26/2020	Monday 12/28/2020
New Year Holiday 2020	Holiday Collection Service	Sweeping after Holiday Service
Friday 1/1/2021	Saturday 1/2/2021	Monday 1/4/2021
Christmas Holiday 2021	Holiday Collection Service	Sweeping after Holiday Service
Saturday 12/25/2021	Friday 12/24/2021	Monday 12/27/2021
New Year Holiday 2021	Holiday Collection Service	Sweeping after Holiday Service
Saturday 1/1/2022	Friday 12/31/2021	Monday 1/3/2022
Christmas Holiday 2022	Holiday Collection Service	Sweeping after Holiday Service
Sunday 12/25/2022	Friday 12/23/2022	Monday 12/26/2022
New Year Holiday 2022	Holiday Collection Service	Sweeping after Holiday Service
Sunday 1/1/2023	Friday 12/30/2022	Monday 1/2/2023
Christmas Holiday 2023	Holiday Collection Service	Sweeping after Holiday Service
Monday 12/25/2023	Friday 12/29/2023	Saturday 12/30/2023
New Year Holiday 2023	Holiday Collection Service	Sweeping after Holiday Service
Monday 1/1/2024	Friday 1/5/2024	Saturday 1/6/2024