

**FOURTH AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF
GLENDDORA AND ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES FOR
INTEGRATED WASTE MANAGEMENT**

This FOURTH AMENDMENT to the FRANCHISE AGREEMENT (“Amendment” or “Amendment No. 4”) is made by and between the CITY OF GLENDDORA, a general law city and California municipal corporation (“City”) and ARAKELIAN ENTERPRISES, INC., dba Athens Services, a California corporation (“Athens Services” or “Athens”). City and Athens Services may hereinafter be individually referred to as “Party” or collectively as the “Parties.”

RECITALS

A. WHEREAS, City and Athens Services have previously entered into that certain Franchise Agreement, dated September 1, 2014, for integrated waste management, as amended by that first amendment, dated June 9, 2015; that second amendment, dated July 1, 2018; and that third amendment, dated November 3, 2020 (hereinafter collectively referred to as the “Agreement”).

B. WHEREAS, the Legislature of the State of California, by enactment of California Public Resources Code §§ 40000 et seq., declares that it is within the public interest to authorize and require local agencies to make adequate provision for solid waste handling within their jurisdictions;

C. WHEREAS, the Legislature of the State of California has enacted certain new laws pertaining or relating to solid waste handling with which the City must comply, including Assembly Bill Nos. 341, 901, 1594, 1826, and Senate Bill Nos. 341 and 1383, creating the need for the City to improve efforts to divert solid waste from landfills, including recyclable materials and organic waste; and

D. WHEREAS, the foregoing changes in law necessitate certain modified or additional services in order to bring the City into compliance with applicable law; as a result, the cost of collecting, disposing of, and diverting solid waste, recyclables, green waste, and organic waste to Athens Services is anticipated to increase; and

E. WHEREAS, the City Council has determined that it is in the best interest of the City for Athens Services to implement certain operational changes pertaining to the provision of services in the City in accordance with this Amendment to ensure integrated waste management and City beautification programs, including but not limited to the implementation of an organic waste collection program, waste container service collection in certain public spaces, and pressure washing City-provided benches, sidewalks, and light posts in the downtown areas.

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. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 4, the provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term “Agreement” appears in Amendment No. 4, it shall mean the Agreement, as amended by this Amendment No. 4 thereto. In the event of

any conflict between the Agreement and this Amendment, this Amendment shall apply. Further, in the event of any conflict between the terms of this Amendment No. 4 and Chapter 6.10 of the Glendora Municipal Code (Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection), said Municipal Code Chapter shall apply.

2. **Definitions.** Unless specified otherwise, all capitalized terms in this Amendment hereby refer to those defined terms specified in Chapter 6.10 of the Glendora Municipal Code (Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection) and 14 California Code of Regulations § 18982. If any term defined in this Amendment No. 4 has been previously defined in the Agreement, the definition in this Amendment No. 4 shall control. Unless specified otherwise, in the event of a conflict between a definition in this Amendment and a definition in 14 California Code of Regulations § 18982, the definition in Section 18982 shall control.

3. **Organic Waste.** The term “Green Waste” or “Green Wastes” shall mean “Organic Waste” with respect to the following sections of the Agreement: Section 1.D (Definitions; Bulky Waste); Section 1.L (Definitions; Disposal Site); Section 1.W (Definitions; Recyclable Solid Waste); Section 3.D (Vehicles and Equipment); Section 3.G (City Facilities/Community Events Collection); Section 3.K (Walk-Out Service for Disabled); Section 4.A.7 (Collection on Holidays); Section 4.A.8 (Collection Standards); Exhibit B, Section B6 (Ownership of Solid Wastes and Green Waste); Exhibit B, Section B7 (Records, Reports, and Information Requirements).

4. **New Definitions.** The following definitions shall be added to or fully replaced in (as applicable) Section 1 of the Agreement as follows:

GG. **Trash CPI Adjustment**

“Trash CPI Adjustment” means annual adjustment of rates specified in Exhibit C by the percentage increase in the Consumer Price Index for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City Average (not seasonally adjusted), or an equivalent index approved by mutual agreement in the event said index is no longer published, for the prior 12-month period (March of the current year to March of the prior year) plus one percent (1%) (i.e., Trash CPI +1).

HH. **Proposition 218**

“Proposition 218” means Articles XIII C and XIII D of the California Constitution and any implementing legislation promulgated thereunder, as may be amended from time to time.

5. **Household Hazardous Waste.** The first paragraph of Section 3.J of the Agreement is hereby deleted and replaced in its entirety with the following:

J. **Household Hazardous Waste Program.**

Athens Services shall, at no extra charge to Customers, host an annual Household Hazardous Waste event to collect HHW generated by Single-family generators located in the City. Said event or additional events shall occur at a date,

time, and location mutually agreed upon by City and Athens Services.

6. **Description of Services.** Section 3.A of the Agreement is hereby replaced in its entirety to read as follows:

A. **Description of Services.**

Athens Services shall make arrangements for the collection, MRF processing, recycling, and disposal of the non-recyclable residuals of all Solid Wastes, including Recyclable Solid Wastes and Organic Waste, for all property described in Section 2, except for property within the jurisdiction of other public entities (e.g., Glendora Unified School District, Charter Oak Unified School District, etc.) according to the terms set forth in this Agreement, including but not limited to EXHIBIT B (which is attached, and which, by this reference, is incorporated into this Agreement), the applicable requirements of Chapter 6.08 and Chapter 6.10 of the Municipal Code, and all other applicable federal, state, or local laws and regulations currently in effect on the date of this Agreement, and reasonable industry standards for similar Solid Waste, Recyclable Materials, and Organic Waste services in Southern California. Also excluded from the Athens Services franchise are any programs related to Food Recovery.

7. **Organic Waste Program.** Sections 3.R and 3.S are hereby deleted and replaced in their entirety with the following and Attachment 1 of this Amendment, which shall be Exhibit K of the Agreement:

R. **Organic Waste Program.**

Athens Services will provide staff, labor, and materials to assist City with its compliance with AB Nos. 1594 and 1826, and SB Nos. 341 and 1383, as specified in Exhibit K. For the avoidance of doubt, Athens Services is City's "Designee" as defined in Chapter 6.10 of the Glendora Municipal Code except for the purposes of code enforcement thereunder.

8. **City Can Service.** A new Section 3.U is hereby added to the Agreement as provided below. Exhibit L is provided in Attachment 4 of this Amendment and incorporated herein.

U. **City Can Service.**

Athens Services shall, at no charge to City, wipe down and empty City-provided Grey Containers for source-separated Solid Waste once per week in areas identified in Exhibit L. Upon completion of the Gold Line Station, Athens Services shall, at no charge to City, wipe down and empty once per week City-provided Grey Containers for source-separated Solid Waste located along Glendora Avenue, from Foothill Boulevard to Ada Avenue. Athens Services shall cooperate with City to ensure that City-provided Solid Waste containers include labels or signage advising the public that such containers are not acceptable for source-separated Recyclable Materials or Organic Waste. Athens Services shall provide collection of Solid

Waste as specified in Exhibit K.

9. **Downtown Pressure Washing.** A new Section 3.V is hereby added to the Agreement as follows:

V. **Downtown Pressure Washing.**

Beginning November 1, 2022, and thereafter on a quarterly basis beginning January 1, 2023, Athens Services shall use high-pressure water spray to clean City-provided benches, sidewalks, and light posts in the downtown areas of the City on Glendora Avenue, between Foothill Boulevard and Bennett Avenue, as specified in Exhibit M. Upon completion of the Gold Line Station, pressure-washing services shall also be provided on Glendora Avenue from Bennett Avenue to Ada Avenue, as specified in Exhibit M. All water used in the provision of these services shall be provided by City at no charge to Athens Services. Athens Services shall provide services hereunder at no charge, provided that in the event that City issues Notice of Intent to Wind-Down as specified in Section 6.B, City agrees to compensate Athens Services at Athens Services' then-existing hourly rate for such services for the remaining term of the Agreement. Pressure-washing services are valued at \$125.00 per hour, as adjusted each year by the Trash CPI Adjustment.

10. **Lowboy Discount.** A new Section 3.W is hereby added to the Agreement as follows:

W. **Lowboy Discount.**

Athens Services shall provide "low boys" roll-off containers, no greater than 10 cubic yards in size per pickup, to the City of Glendora Water Division at a rate equal to fifty percent (50%) of the rate specified in Exhibit C.

11. **Methods of Collection Services.** Sections 4.A.1, 4.A.3, and 4.A.4 are hereby deleted and replaced in their entirety with the following:

1. **Residential Solid Waste – Services to Be Performed**

Athens Services shall provide a three-container collection program to Single-family generators for the separate collection of source-separated Solid Waste, Organic Waste, and Recyclable Materials in accordance with Exhibit K. Curbside collection will be automated commencing December 19, 2022 and containers shall be 96-gallon barrels and collected at each such Single-family premises one (1) time per week.

* * *

3. **Containers for Solid Waste, Recyclable Solid Waste, and Organic Waste**

Athens Services shall provide Grey Containers, Blue Containers, and Green Containers suitable for the temporary accumulation and separate

collection of Solid Waste, Recyclable Solid Waste, and Organic Waste, as specified in Exhibit K. Athens Services shall determine the appropriate container types for Customers. Athens Services shall provide wildlife-tamperproof barrels or cans at Customers' cost to Customers upon their request.

4. Waste Not Placed in Approved Containers

Athens Services may refuse to collect Solid Waste, Recyclable Materials, and Organic Waste, other than Bulky Waste, that has not been placed in Grey Containers, Blue Containers, or Green Containers. If Athens Services refuses to collect Solid Waste, Recyclable Materials, or Organic Waste, pursuant to this Section, Athens Services shall make a record of such refusal and place on the materials not collected a tag that states the reason for Athens Services' refusal to make the collection and shall provide a copy of the record to City on a monthly basis in compliance with Glendora Municipal Chapter 6.10 and Section 6.10.150.

12. Disposal and Processing Facilities. Sections 4.B and 4.G are hereby deleted and replaced in their entirety with the following:

B. Disposal and Processing Facilities

Athens Services shall collect, dispose of, and process Solid Waste, Recyclable Materials, and Organic Waste as follows: (i) collect and deliver source-separated Organic Waste to an Organic Waste Processing Facility selected by Athens Services for processing and diversion; (ii) collect and deliver Recyclable Materials to a MRF or certified recycling facility selected by Athens Services for recycle and recovery processing of that material; (iii) collect and deliver Solid Waste to a landfill selected by Athens Services, but at Athens Services' option, divert to a MRF or a certified transformation facility (refuse to energy) selected by Athens Services; (iv) collect and deliver all mixed waste to a MRF selected by Athens Services for mixed-waste processing and diversion; (v) for Construction and Demolition Debris collected by Athens Services, collect and deliver all such material to a certified facility selected by Athens Services that meets California Green Building Standards Code (CALGreen) requirements for minimum diversion for processing and diversion; (vi) collect and deliver all material from roll-off inert containers to a certified inert facility selected by Athens Services for processing and diversion; and (vii) to the extent not addressed in the foregoing, where applicable, deliver all source-separated waste to a certified facility selected by Athens Services for processing and diversion.

No later than November 1, 2022, and anytime thereafter upon any changes or as requested by City, Athens Services shall submit a list of all facilities it intends to utilize in connection with the disposal and processing of Solid Waste, Recyclable Materials, and Organic Waste. All facilities selected by Athens Services for the disposal and processing of Solid Waste, Recyclable Materials, and Organic Waste

will be operated in accordance with 14 CCR Article 6.2 and Glendora Municipal Code Section 6.10.090, as applicable. Notwithstanding the foregoing, to the extent a facility is not owned or operated by Athens Services, Athens Services shall be in compliance with this Section if, as directed by City, Athens Services requests a statement from the owner or operator of a facility that it is operated in accordance with 14 CCR Article 6.2 or Glendora Municipal Code Section 6.10.090, as applicable. In the event Athens Services discovers any facility used in connection with this Agreement is not permitted or operated in compliance with applicable law, Athens Services shall designate an alternative facility that is permitted and in compliance with applicable law (“Alternative Facility”). Athens Services shall immediately inform City in writing in the event of any noncompliance, and City, in its sole discretion, shall have the right to require the use of an Alternative Facility, to be selected by Athens Services. If an Alternative Facility is not available within a commercially reasonable distance, the Parties shall meet and confer to discuss costs due to use of such an Alternative Facility.

13. **Senate Bill No. 1383 Guarantee.** A new Section 4.H of the Franchise Agreement is hereby added as follows:

H. **SB 1383 Guarantee.**

Athens Services will develop and maintain its Organic Waste collection services in a manner designed to assist City in achieving and maintaining compliance with SB 1383. Athens Services shall be deemed in material breach of the Agreement subject to cure, as specified in Exhibit B, Section B14(A) in the event CalRecycle determines that the requirements of SB 1383 have not been satisfied primarily: (i) due to the failure of Athens Services to meet its obligations under this Agreement; or, (ii) due to Athens Services’ delay in providing information required under this Agreement that prevents City from submitting reports to CalRecycle in a timely manner (alternatively, a “Noncompliance Event”). Upon any Noncompliance Event, City shall be entitled to the reimbursement of penalties and/or fines assessed by CalRecycle against City to the extent the penalties and/or fines arise from the Noncompliance Event.

14. **Term.** Section 6.B of the Agreement is hereby deleted and replaced in its entirety as follows:

B. **Automatic Extensions**

1. Notwithstanding Section 6.A, commencing October 31, 2024, the Term shall be extended through October 31, 2044, and thereafter on each November 1 commencing November 1, 2024, the Term shall be extended one (1) year (each an “Automatic Extension”), so that the full Term shall be twenty (20) years.

2. No earlier than November 1, 2029, and no later than February 15, 2030, or anytime between any November 1 and February 15 in thereafter, either

Party may issue a written notice of intent to cancel the Automatic Extension (“Notice of Intent to Wind-Down”). The Notice of Intent to Wind-Down may be issued by either Party without cause.

3. The terminating Party shall host a minimum of two (2) negotiation sessions with the non-terminating Party in the same calendar year that the Notice of Intent to Wind-Down (“Meet and Confer Period”) was issued. The purpose of the Meet and Confer Period shall be to provide sessions to discuss in good faith rescinding the Notice of Intent to Wind-Down in exchange for an amendment(s) to the Agreement. For this purpose, officers or otherwise authorized representatives of the Parties shall meet and confer in Los Angeles County during normal business hours at a time and place proposed by the terminating Party, provided, however, reasonable changes in the meeting time shall be made to accommodate the non-terminating Party representative’s availability. In the event that the non-terminating Party’s representative fails to appear at a properly scheduled meeting, the appearance of the terminating Party’s representative shall constitute an annual meet and confer negotiations session as required above. The Parties may, but are not obligated to, meet more frequently than required herein, provided that no such conferences shall act to extend or delay the Meet and Confer Period unless expressly agreed to in writing by the Parties.

4. Subject to compliance with Section 6.B.2, no earlier than one (1) day after the second negotiations session of the Meet and Confer Period and no later than December 31 of that same year, if the terminating Party elects to cancel the Automatic Extension, the terminating Party must deliver written notice to the non-terminating Party that it has concluded efforts to meet and confer in good faith and the Automatic Extension is canceled (“Notice of Effective Wind-Down”). Upon Notice of Effective Wind-Down, the Agreement will remain in full force and effect for a 20-year fixed term beginning September 1 of the year the Notice of Effective Wind-Down is issued to the non-terminating Party.

5. Notwithstanding any provision in this Agreement to the contrary, the cancellation of the Automatic Extension shall not become effective if (i) the Parties mutually agree to approve and execute an amendment to this Agreement as provided herein; (ii) the terminating Party fails to hold the minimum number of negotiations sessions in any year of the Meet and Confer Period; or (iii) the terminating Party fails to issue its Notice of Effective Wind-Down within the time prescribed herein.

15. **Maximum Rate Schedule.** Exhibit C (Maximum Rate Schedule) is hereby deleted and replaced in its entirety with Exhibit C, which is provided herein as Attachment 2 of this Amendment.

16. **Rate Adjustments.** Exhibit B, Section B18 (Proposition 218 and Proposition 26 Not Applicable) and Exhibit D are hereby deleted and replaced in their entirety with Exhibit D, which is provided herein as Attachment 3 of this Amendment.

17. **Effective Date.** The effective date of this Amendment is November 1, 2022.

18. **Due Execution.** The person(s) executing this Amendment on behalf of a Party hereto warrant(s) that (i) such Party is duly organized and existing; (ii) such person(s) 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) entering into this Amendment does not violate any provision of any other agreement to which said Party is bound.

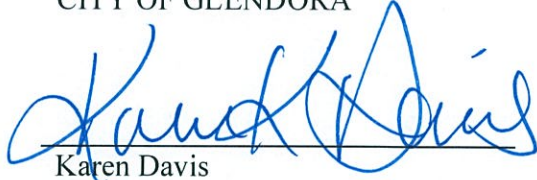
19. **Entire Amendment.** This Amendment contains the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment.

20. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be considered an original.

[Signatures page follows]

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

CITY OF GLENDORA



Karen Davis
Mayor

8/23/2022
Date

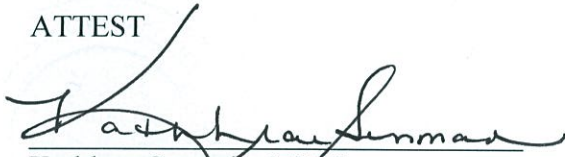
ARAKELIAN ENTERPRISES, INC.,
a California corporation



Ron Arakelian III
Executive Officer

8/16/22
Date

ATTEST



Kathleen Sessman, MMC
City Clerk

8/23/2022
Date

APPROVED AS TO FORM
ALESHIRE & WYNDER, LLP


By: William W. Wynder
City Attorney

23 Aug 2022
Date

(Amendment, Attachment 1)

EXHIBIT K

ORGANIC WASTE PROGRAM

1. **General.** Athens Services shall (i) provide account site visits and reviews, and the tracking thereof; (ii) support public education and outreach efforts in the City; (iii) meet with CalRecycle staff; (iv) provide Organic Waste tonnage data to both City and CalRecycle; and (v) provide Organic Waste collection services, as provided herein.

2. **Default Service.**

A. **Residential.** Athens Services will permit Single-Family generators to commingle source-separated Green Waste, Food Waste, food-soiled paper products, clean wood, and lumber only in containers designated for Organic Waste. Athens Services shall also permit such Customers to commingle Garbage and Recyclable Materials in containers that are not designated for source-separated Organic Waste.

B. **Commercial.** For Commercial generators and School District Facilities, Athens Services shall collect one (1) 35-gallon container for source-separated Organic Waste one (1) time per week. Based on a waste assessment performed by Athens Services, Athens Services may adjust the foregoing default level of service to any one of the following container types: (i) one (1) container of 64 gallons in size; (ii) one (1) bin of 1.5 to 2 cubic yards in size; and (iii) one (1) metal roll-off container with a capacity of 10 or more cubic yards.

C. **Acceptable Materials.** Notwithstanding any provision in this Agreement to the contrary, the Organic Waste materials that are to be accepted for collection in a Green Container are set forth in Exhibit K-1, and Recyclable Solid Waste materials that are to be accepted for collection in a Blue Container are set forth in Exhibit K-2. City and Athens Services agree that the list of acceptable Organic Waste and Recyclable Solid Waste materials may be modified from time to time with the written approval of City.

D. **Exemptions.** The Organic Waste program specified herein shall not apply to Customers that may be exempt from SB 1383, as determined by City, pursuant to applicable state law or Glendora Municipal Code Chapter 6.10.

E. **Collection Routes.** Athens Services may collect source-separated Organic Waste from multiple cities within one Organic Waste route and, if so, will report to City source-separated Organic Waste tonnage among the cities by volume.

F. **Service Changes.** Athens Services may reduce or increase any Organic Waste service level, including service frequency and container types, based on inspection, audit, or review at any time, subject to the City Manager's right to review and disapprove. Athens Services may assess additional charges for Organic Waste services above the default service level and/or above the minimum collection frequency for a given Customer.

3. **Education and Outreach.** Athens Services and City have a shared responsibility to cooperatively provide education and outreach activities and to create and disseminate educational materials that comply with 14 CCR Section 18985.1 to Customers. In accordance with the foregoing, Athens Services will provide the education information required by this Section by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to Customers. Athens Services shall maintain records of its education and outreach activities and provide this information upon request to City.

4. **Reporting.** Notwithstanding any provision in this Agreement to the contrary, Athens Services will provide an annual report of the following: (i) the average daily gross tons of Organic Waste collected by route, with a map of routes; (ii) the total number of generators that receive each type of Organic Waste collection service provided by Athens Services; (iii) the number of Organic Waste collection containers distributed by size and Customer type; (iv) annual totals of Organic Waste processed, including facility name(s) and location(s); and (v) the number of route reviews conducted for prohibited contaminants and the number of non-collection notices provided to Customers due to Prohibited Container Contaminants. The Parties shall meet and confer if City elects to modify the records and reports required of Athens Services pursuant to this Exhibit with respect to type of report, number, content, format (including digital submission), or frequency. Athens Services shall provide records to City within ten (10) business days of a request. Contractor shall provide City with business hours access to and any necessary training for use of a Contractor-hosted records systems in order to validate Contractor performance in accordance with the Organic Waste Program specified in this Exhibit.

5. **Senate Bill No. 1383 Procurement.** As part of City's efforts to satisfy annual procurement requirements specified in SB 1383, Athens Services shall have the option to, at levels commensurate with those required in the City under SB 1383, (i) assist City in the procurement of Renewable Natural Gas (RNG) for collection vehicles used by Athens Services in City, and/or (ii) provide compost or mulch, delivered to location(s) selected by City and agreed upon by Athens Services. Should products such as greater quantities of compost, other or additional biofuels, or different forms of electricity be needed for City to satisfy its procurement requirements, and if City requests that Athens Services provide the same, City and Athens Services shall meet and confer to discuss an amendment to the Agreement prior to such procurement.

6. **Container Color and Labeling.**

A. **Container Color.** Notwithstanding any provision in this Agreement to the contrary, no later than January 1, 2036, all containers provided to Customers must comply with the color requirements specified in 14 CCR Section 18984.7. Containers shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation, and the lids and bodies shall be uniform for each container type, as follows: (i) Solid Waste container bodies and/or lids shall be black or gray; (ii) Recyclable Materials container bodies and/or lids shall be blue; and (iii) Organic Waste Container bodies and/or lids shall be green. Hardware such as hinges and wheels on the containers may be a different color than specified herein.

B. **Container Labeling.** On November 1, 2022, 2022, Athens Services shall begin to, in accordance with 14 CCR Section 18984.8, imprint or place a label on the body or lid of each new container that has been provided to a Customer that includes language or graphic images,

or both, indicating the primary materials accepted and the primary materials prohibited in that container. Imprints or labels shall clearly indicate items that are prohibited container contaminants for each container.

7. **Route Reviews.** Athens Services shall on a quarterly basis, commencing January 1, , 2023, conduct hauler route reviews for “Prohibited Container Contaminants” consistent with and as defined in 14 CCR Section 18984.5(b) in a manner deemed safe by Athens Services. Containers may be randomly selected along hauler routes. Athens Services shall develop a hauler review methodology in compliance with 14 CCR Section 18984.5(b) and submit it to City not more than annually upon the request of City.

8. **Facilities Waste Evaluations.** Athens Services shall at least twice per year but no more than quarterly, commencing January 1, 2023, conduct waste evaluations that meet the requirements of 14 CCR Section 17409.5.1 with respect to waste delivered to an Athens Services-owned or -controlled facility or with respect to information otherwise accessible to Athens Services that permits it to perform characterization studies. City maintains the right to observe, or hire a third party to observe, the waste evaluations.

9. **Contamination Protocols.** In order to prevent Prohibited Container Contaminants, Athens Services shall implement the protocols, as specified herein.

A. **First and Second Events.** Upon the first and second discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Athens Services will collect the contaminated waste if safe to do so, treat the waste as Solid Waste for handling and billing purposes, and affix a “Contamination Violation Notice” to any container with contaminated waste. Athens Services shall also report issuance of any such notices to City. The Contamination Violation Notice will contain instructions on the proper procedures for sorting waste, and Athens Services must notify the Customer by phone, by U.S. mail, by email, in person, or by tag of the following: (i) for the third and subsequent discovery of Prohibited Container Contaminants, the Customer may be charged a contamination fee for each contaminated container, and (ii) for the fifth and subsequent discoveries of Prohibited Container Contaminants, the Customer may be charged a contamination fee for each contaminated container, and Athens Services may increase the size of the Customer’s container or require an additional container(s). Athens Services must also contact the Customer by phone, by U.S. mail, by email, in person, or by tag to ensure that the Customer has the appropriate level of service for proper collection of waste.

B. **Third and Fourth Events.** Upon the third and fourth discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Athens Services will collect the waste in the contaminated container(s) if safe to do so, treat the waste as Solid Waste for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated container. Athens Services may also elect to charge the then-maximum contamination fee for the discovery of Prohibited Container Contaminants. For any assessed contamination fee, Athens Services must provide digital/visual documentation of Athens Services’ discovery of Prohibited Container Contaminants to the Customer and City.

C. Five or More Events. Upon each of the fifth and any subsequent discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Athens Services will collect the waste in the contaminated container(s) if safe to do so, treat the waste as Solid Waste for handling and billing purposes, and charge a contamination fee for each event. For any assessed contamination fee, Athens Services must provide to the customer and the city digital/visual documentation of Athens Services' discovery of Prohibited Container Contaminants. Upon five (5) business days' notice to City and the Customer, Athens Services may (i) increase the size of the Customer's container, require additional containers for excessive Prohibited Container Contaminants, or increase collection frequency; (ii) impose the then-maximum contamination fee; and/or (iii) provide notice that Athens Services has recommended that City commence any applicable code enforcement action against the Customer. City will consult with Athens Services and consider, and pursue as applicable, appropriate legal remedies against offending Customers in order to secure discontinuance of the Prohibited Container Contaminants. All City costs of such action shall be recovered from the offending Customers.

D. Disputes. If a Customer disputes, in writing, an assessment of a contamination fee within 30 days of the assessment, Athens Services will temporarily halt any such assessment and Athens Services may request a ruling by the City Manager to resolve the dispute. A request by Athens Services to the City Manager to rule on any such dispute must be filed within ten (10) business days of receipt of a Customer's written dispute, and Athens Services must include written documentation and digital/visual evidence of ongoing overall problems. Upon receipt of such documentation, the City Manager will rule on the dispute within ten (10) business days, and the City Manager's decision resolving the dispute between the Customer and Athens Services will be final.

10. Waivers. Upon Athens Services' request, City may provide Athens Services waivers as follows: (a) in the event of a disaster, City may grant Athens Services a waiver of some or all discarded materials collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle; (b) Athens Services may, but is not required to, separate or recover Organic Waste that City removes from homeless encampments and illegal disposal sites as part of an abatement activity to protect public health and safety; and/or (c) Athens Services may dispose of rather than process specific types of Organic Waste and/or Recyclable Materials that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by City or until City provides notice that the quarantine has been removed and directs Athens Services to transport the materials to facilities designated by Athens Services for such material.

11. Organic Waste Ordinance; Enforcement. City will implement an Organic Waste ordinance that will require all Customers to subscribe to Organic Waste services. Athens Services shall coordinate with City by providing, upon City request, notice to City of any and all persons refusing Organic Waste services. City shall be responsible for all code enforcement actions to support compliance with SB 1383. Athens Services shall not be liable for any claims, actions, obligations, demands, damages, liabilities, costs, or expenses for any damages or injuries caused by or arising from (i) the failure of Customers to accept Organic Waste services, or (ii) the suspension or termination of services upon nonpayment in whole or in part by Customers, provided Athens Services reports such instances of noncompliance or nonpayment to City for code enforcement.

12. **Program Changes.** If additional or modified Organic Waste services are directed by City or required due to a change in law and Athens Services will otherwise incur additional costs, such as but not limited to changes in service frequency requirements mandated by applicable law adopted or implemented after November 1, , 2022, Athens Services shall be entitled to a Pass-Through Adjustment as specified in Exhibit D of the Agreement. Nothing in this Agreement shall be construed as obligating Athens Services to provide additional or modified services prior to City and Athens Services having first agreed in writing to any such change.

EXHIBIT K-1
LIST OF ACCEPTABLE ORGANIC WASTE MATERIALS
FOR GREEN CONTAINERS

GREEN WASTE

- Flower and hedge trimmings
- Grass clippings
- Leaves and branches
- Lumber, scrap wood, and plywood (not painted or treated)
- Weeds

FOOD SCRAPS

- Bread, rice, and pasta
- Cheese and dairy
- Coffee grounds and filters
- Fruits and vegetables
- Flowers and herbs
- Meat, bones, and poultry
- Seafood and soft shells
- Pet food (nonmedicated)

FOOD-SOILED PAPER*

- Food-stained paper
- Paper egg cartons
- Paper napkins and kitchen paper towels
- Pizza boxes
- Plates
- To-go boxes (no coating)
- Wood and fiber-based utensils

*Must be 100% fiber-based. No materials with petroleum-based plastic, wax, or bioplastic coating, liner, or laminate.

ORGANICALLY DERIVED TEXTILES – UNACCEPTED ITEMS

- All plastics
- Cacti, succulents, and yucca
- Compostable plastics (bioplastics)
- Coffee cups and pods
- Fats, oils, and grease
- Food stickers (please remove from items)
- Gloves
- Hard shells (clams, mussels, oysters)

- Medication
- Palm fronds
- Paper napkins and paper towels with cleaning chemicals
- Parchment and wax paper
- Pet waste
- Rocks and soil
- Rubber bands and twist ties
- Tea bags
- Textiles
- Tissues and wet wipes

EXHIBIT K-2

LIST OF ACCEPTABLE RECYCLABLE SOLID WASTE MATERIALS

FOR BLUE CONTAINERS

PLASTICS

- Plastics number 1 as bottle or clamshell
- Plastics numbers 2, 4, 5, and 7
- Soda, juice, and water bottles
- Beverage and detergent jugs

METALS

- Aluminum foil and pie tins (clean)
- Scrap metal
- Steel cans, dishware, etc.
- Tin and aluminum cans

PAPER

- Paper (clean and dry, white and mixed color)
- Envelopes
- File folders (paper only)
- Junk mail and magazines
- Newspaper
- Paper grocery bags
- Telephone books

Acceptable (but may not be recycled)

- Cereal boxes (no plastic insert)
- Egg cartons (paper only and clean)
- Frozen food boxes
- Soup, milk, and juice cartons

CARDBOARD (or similar)

- Cardboard and corrugated boxes

GLASS

- Amber, green, and mixed-color glass
- Clear food glass jars
- Soda, tea, and liquor bottles

No window glass, porcelain, or non-food-related glass.

(Amendment, Attachment 2)

EXHIBIT C

RATE AND FEE SCHEDULE

EXHIBIT C
CITY OF GLENDORA
RATE AND FEE CALCULATION
EFFECTIVE NOVEMBER 1, 2022

	New Net Rate	City Fee (@ 11.00%)	Total Rate
I. Residential Properties			
A. Basic Rates			
Single dwelling unit (3 Barrel)	37.03	4.07	41.10
B. Non-Basic Rates			
Additional 4th Barrel	5.00	0.55	5.55
5th Barrel and above	8.00	0.88	8.88
Residential curb scout	68.67	7.55	76.22
Residential yard scout	82.86	9.11	91.97
Residential Go Back	29.74	3.27	33.01
Residential Go Back Dead Run	29.74	3.27	33.01
Bear Barrel			
65g	234.91	25.84	260.75
96g	291.30	32.04	323.34
Rollout Service (Single Dwelling Units)			
Rollout per 3 Barrels	26.05	2.87	28.92
Rollout per additional barrel above 3	10.00	1.10	11.10
II. MultiFamily Properties			
A. Basic Rates			
Duplex	78.60	8.65	87.25
Triplex	117.24	12.90	130.14
Per apartment	26.28	2.89	29.17
Apartment scout	40.25	4.43	44.68
Bin 1.5 yard 1X	180.88	19.90	200.78
Bin 3 yard 1X	236.90	26.06	262.96
Bin 3 yard 2X	377.00	41.47	418.47
Bin 3 yard 3X	510.19	56.12	566.31
Bin 3 yard 4X	639.18	70.31	709.49
Bin 3 yard 5X	756.95	83.26	840.21
Bin 3 yard 6X	832.19	91.54	923.73
Bin 3 yard - Special Handling w/scout 1X	342.27	37.65	379.92
Bin 3 yard - Special Handling w/scout 2X	542.29	59.65	601.94

**EXHIBIT C
CITY OF GLENDORA
RATE AND FEE CALCULATION
EFFECTIVE NOVEMBER 1, 2022**

	New Net Rate	City Fee (@ 11.00%)	Total Rate
Scout bin 1.5 yard 1X	230.30	25.33	255.63
Scout bin 1.5 yard 2X	370.89	40.80	411.69
Scout bin 3 yard 1X	286.38	31.50	317.88
Scout bin 3 yard 2X	475.87	52.35	528.22
Scout bin 3 yard 3X	597.46	65.72	663.18
Recycling Bin 3 yard 1X	64.50	7.10	71.60
Recycling Bin 3 yard 2X	102.23	11.25	113.48
Recycling Bin 3 yard 3X	160.47	17.65	178.12
Recycling Bin 3 yard 4X	213.94	23.53	237.47
Recycling Bin 3 yard 5X	269.03	29.59	298.62
Recycling Bin 3 yard 6X	322.49	35.47	357.96
Organic Cart 32g 1x	69.00	7.59	76.59
Organic Cart 32g 2x	137.00	15.07	152.07
Organic Cart 32g 3x	205.00	22.55	227.55
Organic Cart 32g 4x	272.00	29.92	301.92
Organic Cart 32g 5x	340.00	37.40	377.40
Organic Cart 32g 6x	408.00	44.88	452.88
Organic Cart 32g 7x	476.00	52.36	528.36
Organic Cart 64g 1x	77.17	8.49	85.66
Organic Cart 64g 2x	153.15	16.85	170.00
Organic Cart 64g 3x	229.14	25.21	254.35
Organic Cart 64g 4x	305.13	33.56	338.69
Organic Cart 64g 5x	381.11	41.92	423.03
Organic Cart 64g 6x	457.10	50.28	507.38
Organic Cart 64g 7x	533.09	58.64	591.73
Organic Cart 96g 1x	86.00	9.46	95.46
Organic Cart 96g 2x	171.00	18.81	189.81
Organic Cart 96g 3x	255.00	28.05	283.05
Organic Cart 96g 4x	340.00	37.40	377.40
Organic Cart 96g 5x	424.00	46.64	470.64
Organic Cart 96g 6x	509.00	55.99	564.99
Organic Cart 96g 7x	594.00	65.34	659.34

EXHIBIT C
CITY OF GLENDORA
RATE AND FEE CALCULATION
EFFECTIVE NOVEMBER 1, 2022

	New Net Rate	City Fee (@ 11.00%)	Total Rate
Organic Bin 1 Yard 1x	118.00	12.98	130.98
Organic Bin 1 Yard 2x	228.00	25.08	253.08
Organic Bin 1 Yard 3x	338.00	37.18	375.18
Organic Bin 1 Yard 4x	448.00	49.28	497.28
Organic Bin 1 Yard 5x	558.00	61.38	619.38
Organic Bin 1 Yard 6x	668.00	73.48	741.48
Organic Bin 1 Yard 7x	778.00	85.58	863.58
Organic Bin 1.5 Yard 1x	144.00	15.84	159.84
Organic Bin 1.5 Yard 2x	280.00	30.80	310.80
Organic Bin 1.5 Yard 3x	415.00	45.65	460.65
Organic Bin 1.5 Yard 4x	550.00	60.50	610.50
Organic Bin 1.5 Yard 5x	686.00	75.46	761.46
Organic Bin 1.5 Yard 6x	821.00	90.31	911.31
Organic Bin 1.5 Yard 7x	956.00	105.16	1,061.16
Organic Bin 2 Yard 1x	170.00	18.70	188.70
Organic Bin 2 Yard 2x	331.00	36.41	367.41
Organic Bin 2 Yard 3x	492.00	54.12	546.12
Organic Bin 2 Yard 4x	652.00	71.72	723.72
Organic Bin 2 Yard 5x	813.00	89.43	902.43
Organic Bin 2 Yard 6x	974.00	107.14	1,081.14
Organic Bin 2 Yard 7x	1,134.00	124.74	1,258.74
B. Non-Basic Rates			
Bin apartment rental	65.04	7.15	72.19
Scout bin apartment rental	109.53	12.05	121.58
Curb manure	31.98	3.52	35.50
Barrel Scout Service			
1x	17.60	1.94	19.54
2x	35.20	3.87	39.07
3x	52.80	5.81	58.61
4x	70.40	7.74	78.14
5x	88.00	9.68	97.68
6x	105.60	11.62	117.22
7x	123.20	13.55	136.75
Bear Barrel			
65g	234.91	25.84	260.75
96g	291.30	32.04	323.34

EXHIBIT C
CITY OF GLENDORA
RATE AND FEE CALCULATION
EFFECTIVE NOVEMBER 1, 2022

	New Net Rate	City Fee (@ 11.00%)	Total Rate
III. Commercial Properties			
A. Basic Rates			
Bin 1.5 yard 1X	179.50	19.75	199.25
Bin 1.5 yard 2X	280.45	30.85	311.30
Bin 1.5 yard 3X	364.49	40.09	404.58
Bin 1.5 yard 4X	444.54	48.90	493.44
Bin 1.5 yard 5X	517.74	56.95	574.69
Bin 1.5 yard 6X	606.05	66.67	672.72
Bin 3 yard 1X	235.59	25.91	261.50
Bin 3 yard 2X	375.62	41.32	416.94
Bin 3 yard 3X	510.12	56.11	566.23
Bin 3 yard 4X	639.07	70.30	709.37
Bin 3 yard 5X	756.84	83.25	840.09
Bin 3 yard 6X	891.32	98.05	989.37
Scout bin 1.5 yard 1X	228.95	25.18	254.13
Scout bin 1.5 yard 2X	379.54	41.75	421.29
Scout bin 3 yard 1X	284.99	31.35	316.34
Scout bin 3 yard 2X	474.49	52.19	526.68
Scout bin 3 yard 3X	634.17	69.76	703.93
Scout bin 3 yard 4X	823.67	90.60	914.27
Scout bin 3 yard 5X	1,013.17	111.45	1,124.62
Scout bin 3 yard 6X	1,161.76	127.79	1,289.55
Compactor 2 yard 1X	396.25	43.59	439.84
Compactor 2 yard 2X	698.72	76.86	775.58
Compactor 2 yard 3X	989.27	108.82	1,098.09
Compactor 2 yard 4X	1,277.29	140.50	1,417.79
Compactor 2 yard 5X - Added 6/15/2020	1,562.76	171.90	1,734.66
Compactor 2 yard 6X - Added 6/15/2020	1,845.69	203.03	2,048.72
Compactor 4 yard 1X	594.70	65.42	660.12
Compactor 4 yard 2X	1,183.30	130.16	1,313.46
Compactor 4 yard 3X	1,771.88	194.91	1,966.79
Compactor 4 yard 4X	2,360.46	259.65	2,620.11
Compactor 4 yard 5X	2,949.04	324.39	3,273.43
Compactor 4 yard 6X	3,537.62	389.14	3,926.76
Compactor 6 yard 1X	800.92	88.10	889.02
Compactor 6 yard 2X	1,412.36	155.36	1,567.72
Compactor 6 yard 3X	1,999.67	219.96	2,219.63
Compactor 6 yard 4X	2,581.90	284.01	2,865.91
Compactor 6 yard 5X	3,148.50	346.34	3,494.84

**EXHIBIT C
CITY OF GLENDORA
RATE AND FEE CALCULATION
EFFECTIVE NOVEMBER 1, 2022**

	New Net Rate	City Fee (@ 11.00%)	Total Rate
Organic Cart 32g 1x	69.00	7.59	76.59
Organic Cart 32g 2x	137.00	15.07	152.07
Organic Cart 32g 3x	205.00	22.55	227.55
Organic Cart 32g 4x	272.00	29.92	301.92
Organic Cart 32g 5x	340.00	37.40	377.40
Organic Cart 32g 6x	408.00	44.88	452.88
Organic Cart 32g 7x	476.00	52.36	528.36
Organic Cart 64g 1x	77.17	8.49	85.66
Organic Cart 64g 2x	153.15	16.85	170.00
Organic Cart 64g 3x	229.14	25.21	254.35
Organic Cart 64g 4x	305.13	33.56	338.69
Organic Cart 64g 5x	381.11	41.92	423.03
Organic Cart 64g 6x	457.10	50.28	507.38
Organic Cart 64g 7x	533.09	58.64	591.73
Organic Cart 96g 1x	86.00	9.46	95.46
Organic Cart 96g 2x	171.00	18.81	189.81
Organic Cart 96g 3x	255.00	28.05	283.05
Organic Cart 96g 4x	340.00	37.40	377.40
Organic Cart 96g 5x	424.00	46.64	470.64
Organic Cart 96g 6x	509.00	55.99	564.99
Organic Cart 96g 7x	594.00	65.34	659.34
Organic Bin 1 Yard 1x	118.00	12.98	130.98
Organic Bin 1 Yard 2x	228.00	25.08	253.08
Organic Bin 1 Yard 3x	338.00	37.18	375.18
Organic Bin 1 Yard 4x	448.00	49.28	497.28
Organic Bin 1 Yard 5x	558.00	61.38	619.38
Organic Bin 1 Yard 6x	668.00	73.48	741.48
Organic Bin 1 Yard 7x	778.00	85.58	863.58
Organic Bin 1.5 Yard 1x	144.00	15.84	159.84
Organic Bin 1.5 Yard 2x	280.00	30.80	310.80
Organic Bin 1.5 Yard 3x	415.00	45.65	460.65
Organic Bin 1.5 Yard 4x	550.00	60.50	610.50
Organic Bin 1.5 Yard 5x	686.00	75.46	761.46
Organic Bin 1.5 Yard 6x	821.00	90.31	911.31
Organic Bin 1.5 Yard 7x	956.00	105.16	1,061.16
Organic Bin 2 Yard 1x	170.00	18.70	188.70
Organic Bin 2 Yard 2x	331.00	36.41	367.41
Organic Bin 2 Yard 3x	492.00	54.12	546.12
Organic Bin 2 Yard 4x	652.00	71.72	723.72
Organic Bin 2 Yard 5x	813.00	89.43	902.43
Organic Bin 2 Yard 6x	974.00	107.14	1,081.14
Organic Bin 2 Yard 7x	1,134.00	124.74	1,258.74

EXHIBIT C
CITY OF GLENDORA
RATE AND FEE CALCULATION
EFFECTIVE NOVEMBER 1, 2022

	New Net Rate	City Fee (@ 11.00%)	Total Rate
B. Non-Basic Rates			
3 Yd Temp	222.62	24.49	247.11
X-dumps	79.56	8.75	88.31
Bin Lock Lids	44.22	4.86	49.08
Bin Go Back Dead Run	89.95	9.89	99.84
Bin Exchange	102.82	11.31	114.13
Bin Exchange with Metal Lids	120.47	13.25	133.72
Bin Wash Out	89.95	9.89	99.84
CC 1 can	59.66	6.56	66.22
CC 2 can	94.95	10.45	105.40
CC 3 can	129.01	14.19	143.21
CC 4 can	161.53	17.77	179.30
CC 5 can	191.21	21.03	212.24
CC 6 can	221.04	24.31	245.36
Roll-off Mixed Waste (5 ton limit + actual cost over 5 tons)	1,034.77	113.82	1,148.59
Roll-off 10YD C&D (3 ton limit + actual cost over 3 tons)	796.28	87.59	883.87
Roll-off 20YD C&D (4 ton limit + actual cost over 4 tons)	917.51	100.93	1,018.44
Roll-off 30YD C&D (5 ton limit + actual cost over 5 tons)	1,038.74	114.26	1,153.00
Roll-off 40YD C&D (6 ton limit + actual cost over 6 tons) Added 1C	1,159.97	127.60	1,287.57
Roll-off Dead Run	144.56	15.90	160.46
Roll-off Relocate Box	88.34	9.72	98.06
Roll-off Demurrage / Day	19.28	2.12	21.40
Roll-off Plastic Liners	40.18	4.42	44.60
Compactor Wash Out	297.18	32.69	329.87
Storage Box Delivery	160.63	17.67	178.30
Storage Box Rental	160.63	17.67	178.30
Stand By	152.60	16.79	169.39
Transportation Services	176.71	19.44	196.15
Barrel Scout Service			
1x	17.60	1.94	19.54
2x	35.20	3.87	39.07
3x	52.80	5.81	58.61
4x	70.40	7.74	78.14
5x	88.00	9.68	97.68
6x	105.60	11.62	117.22
7x	123.20	13.55	136.75
Bear Barrel			
65g	234.91	25.84	260.75
96g	291.30	32.04	323.34

**EXHIBIT C
CITY OF GLENDORA
RATE AND FEE CALCULATION
EFFECTIVE NOVEMBER 1, 2022**

	New Net Rate	City Fee (@ 11.00%)	Total Rate
III. Other Optional Services and Rates			
Account Stop Service**	36.30	3.99	40.29
Account Reactivation**	36.30	3.99	40.29
Declined Payment (Any Reason)**	36.30	3.99	40.29
Late Fee (1.5% / Month, \$5.00 Minimum)**	6.05	0.67	6.72
Compost Bin Delivery*	30.74	3.38	34.12
Worm Bin Delivery*	67.64	7.44	75.08
3 Yd Temp with Scout - Delivery*	245.46	27.00	272.46
3 Yd Temp with Scout - Dump*	90.98	10.01	100.99
Bin Delivery**	60.51	6.66	67.17
Bin Removal**	60.51	6.66	67.17
Bin Excess Waste Charge**	42.36	4.66	47.02
Bin Excess Weight Charge**	42.36	4.66	47.02
Roll-off Organics Haul (round-trip)*	454.00	49.94	503.94
Roll-off Organics Disposal (per ton)*	163.39	17.97	181.36
Roll-off 10YD Concrete (3 ton limit + actual cost over 3 tons)*	656.08	72.17	728.25
Roll-off 30YD Metal*	453.82	49.92	503.74
Roll-off 40YD Metal*	484.07	53.25	537.32
Roll-off Roll-top Rental**	60.51	6.66	67.17
Roll-off Overweight (>10 tons, plus disposal)**	121.01	13.31	134.32
Roll-off Impound of Illegal Box (plus disposal)**	907.61	99.84	1,007.45
Compactor Rental*	272.30	29.95	302.25
Compactor Receiver Box Rental*	665.59	73.21	738.80
Organics Waste Contamination Fee*	338.86	37.27	376.13
Permanent Bin Service: Bulky Item Pickup - Each Additional Item	27.79	3.06	30.85
Permanent Bin Service: Bulky Item Pickup - First Item or dead run f	16.68	1.83	18.51
Barrel: Excess Waste or Excess Weight	9.56	1.05	10.61
Barrel : Extra Pick-Up, Contamination - Green Waste / Organics / R	27.79	3.06	30.85
Temporary Bin: Dead Run	147.85	16.26	164.11
Commercial: Enclosure Clean-Up	63.36	6.97	70.33
Commercial: Tipping Bin Rental	44.46	4.89	49.35
Pressure Wash (Per Hour Rate)	125.00	13.75	138.75

(Amendment, Attachment 3)

EXHIBIT D

RATE ADJUSTMENT

1.1. **Maximum Rate Schedule.** In Exhibit C (“Maximum Rate Schedule”), City has established the schedule of maximum Basic Rates and non-Basic Rates that may be charged by Athens Services in the City. Athens Services may charge such rates it believes are appropriate in the marketplace, provided such rates do not exceed the maximum Basic Rates and non-Basic Rates set forth in the Maximum Rate Schedule. Athens Services shall not charge any other fees or compensation for the services to be performed pursuant to this Agreement in excess of those provided in the Maximum Rate Schedule until such additional fees or compensation have been duly noticed and subjected to a public hearing process in accordance with Proposition 218.

1.2. **Adjustments to Maximum Rate Schedule.**

1.2.1 **General.** During the term of the Agreement, City and Athens Services may mutually agree to adjustments or increases to the Maximum Rate Schedule, subject to the provisions and requirements of Proposition 218. Any increases in the Maximum Rate Schedule are strictly subject to the assent of City and compliance with Proposition 218.

1.2.2 **Trash CPI Adjustments.** Basic Rates and non-Basic Rates specified in the Maximum Rate Schedule shall be adjusted by the Trash CPI Adjustment, subject to the following requirements:

(a) Any Maximum Rate Schedule adjustment may take effect only after it has been implemented pursuant to a Proposition 218 hearing and/or protest process and otherwise in compliance with Proposition 218. Thereafter, any automatic Trash CPI Adjustment shall be enacted consistent with Government Code § 53756, such that the adjustment may not exceed a period of five (5) years.

(b) Commencing from the date of adoption for any Trash CPI Adjustment, such adjustments shall continue automatically on a year-to-year basis for a period not to exceed five (5) years after the date such adjustments were adopted in accordance with Proposition 218.

(c) Prior to the end of the foregoing five-year period, and each five (5) years thereafter, the City Council shall agendaize a vote, as needed, to undertake and conclude proceedings required for the adoption of an extension to the Trash CPI Adjustment in accordance with applicable law, including without limitation Government Code § 53756, and Article XIID, Section 6(a) of the California Constitution, to the extent applicable.

(d) There shall be no further escalations or other automatic adjustments to the Maximum Rate Schedule unless or until further escalations or adjustments are adopted through a subsequent Proposition 218 process as required by Government Code § 53756.

1.3. **Phase-In.** Notwithstanding any provision in this Agreement to the contrary, for the period beginning July 1, 2023, and ending June 30, 2025, in addition to any other rate adjustment

permitted under this Agreement, the rates for Commercial generators provided in Exhibit C shall be subject to supplemental adjustments such that net rates for Commercial generators increase by eight percent (8%) each year starting July 1.

1.4. **Discounts.** Athens Services shall discount any fourth cart provided to Single-Family generators such that any fourth cart is \$5.00 per cart, reduced from \$8.00 per cart, adjusted each year by the Trash CPI Adjustment (“Extra Cart Discount”). In the event that City issues Notice of Intent to Wind-Down as specified in Section 6.B of the Agreement, Athens Services shall have the option to terminate the Extra Cart Discount and charge the then-existing rate for extra carts. Discounts provided hereunder shall be provided at Athens Services’ cost and not subsidized or otherwise carried by rates charged to other Customers.

1.5. **Increases for Cost Pass-Throughs.**

1.5.1 Subject to adoption in accordance with Proposition 218 and this Agreement, the Maximum Rate Schedule shall be adjusted to account for Athens Services’ increased costs during the term hereof such that cost increases, along with a commercially reasonable profit, shall be “passed-through” to Athens Services’ customers in the form of service rate adjustments to the Maximum Rate Schedule (“Pass-Through Adjustments” or “Extraordinary Adjustment”). Such costs that shall be passed-through include, without limitation, (i) the cost of paying any franchise fee or other fee payable to City; (ii) cost increases (i.e., on any direct or indirect cost, whether fixed or variable) associated with a change in economic circumstances or the services provided by Athens Services under this Agreement, including increases in operational costs such as facility costs, vehicle costs, labor costs, or tipping fees, which may be required of, or agreed to by, Athens Services; or (iii) increased actual costs due to changes in law or legal requirements imposed upon City or Athens Services.

1.5.2 Pass-Through Adjustments may be adopted through Proposition 218. Pass-Through Adjustments may automatically adjust each year as needed solely to cover the actual cost increases to be incurred by Athens Services; however, such annual automatic adjustments for pass-throughs shall continue for, and be presented for, reauthorization, consistent with the procedures specified in Section 1.2.1(a)-(c) of this Exhibit.

1.5.3 Athens Services agrees to notify City in writing of any cost increases that could result in a Pass-Through Adjustment, and Athens Services shall use its best efforts to utilize any alternate action (including, as appropriate, a change to using a disposal site with lower disposal fees) to the extent reasonably feasible to avoid passing on cost increases to Athens Services’ customers.

1.6. **Additional Proposition 218 Requirements.**

1.6.1 **Compliance with Proposition 218; Costs of Public Noticing.** City intends to comply with all applicable laws, including without limitation Proposition 218, concerning the setting of adjustments to the Maximum Rate Schedule under this Amendment. Athens Services shall pay for the costs of public noticing required by Proposition 218.

1.6.2 **Notice of Increases.** Athens Services shall give prompt written notice of any duly adopted rate increases to all customers, which notice shall inform customers of the exact date on which the increase becomes effective. These notices shall be provided on the Athens Services

publicly accessible website and shall also be included in those billing invoices mailed out, and where applicable, at a time in conformance with Government Code § 53756.

1.6.3 City Police Powers. While City reserves all powers afforded to cities generally under the provisions of applicable law, the Maximum Rate Schedule has been agreed to by the Parties following arm's-length negotiations and upon advice of counsel, for the dual purposes of safeguarding public health and facilitating the performance of obligations undertaken by Athens Services on City's behalf and for its benefit. Accordingly, while this Agreement does not require City's approval of a Maximum Rate Schedule adjustment in every case, it does contemplate that City will exercise its powers reasonably and in good faith, and shall favorably consider and shall accord proper weight to a Maximum Rate Schedule proposal if accompanied by substantial supporting evidence. Notwithstanding the foregoing, City Council is completely free within its police powers to exercise its discretion in considering matters to protect the public health, safety, or general welfare of its citizens, and City has not contracted away any of its police powers or duties pursuant to state and federal laws with respect to the same.

1.7. Rate Invalidation Procedures. In the event that City is unable, by operation of applicable law, by vote of the City Council, or due to a valid majority protest pursuant to Proposition 218, to continue the Trash CPI Adjustment or approve or implement a rate increase under this Agreement, in whole or in part, City must provide thirty (30) business days' written notice to Athens Services identifying such prohibition or disallowance, with a written justification explaining why City is prohibited or disallowed by applicable law from approving or implementing an adjustment of rates in whole or in part ("Denial Notice"). Within thirty (30) days of Athens Services' receipt of a Denial Notice, or as extended by mutual agreement, City and Athens Services shall agree to corresponding reductions in programs, services, or fees and payments otherwise due to City to compensate Athens Services for any lost monies that would have been recovered through the Trash CPI Adjustment or other rate adjustment but for a denial or prohibition of the same. If City and Athens Services do not reach an agreement within the time prescribed herein, Athens Services will immediately offset all such lost monies from the amounts otherwise due to City for franchise fees. Such monies may be refunded to City upon mutual written agreement between the Parties. Athens Services shall reserve the right to terminate the Agreement without cause or penalty, provided that Athens Services provides at least one-hundred eighty (180) days' prior written notice of termination and, during such period, cooperates with City to transition services to City or its designee. Athens Services' rights hereunder are in addition to any other rights of Athens Services upon the invalidation of rates that would otherwise be due to Athens Services.

(Amendment, Attachment 4)

EXHIBIT L

CITY CAN SERVICE

1. 100 N Glendora Avenue
2. 126 N Glendora Avenue
3. 134 N Glendora Avenue
4. 140 N Glendora Avenue
5. 158 N Glendora Avenue
6. Downtown Bus Plaza
7. Downtown Bus Plaza
8. Downtown Bus Plaza
9. Downtown Bus Plaza
10. Downtown Bus Plaza
11. Downtown Bus Plaza
12. West Meda Plaza
13. West Meda Plaza
14. East Meda Plaza
15. East Meda Plaza
16. 160 N Glendora Avenue
17. 200 N Glendora Avenue
18. 218 N Glendora Avenue
19. 240 N Glendora Avenue
20. 233 N Glendora Avenue
21. 221 N Glendora Avenue
22. 201 N Glendora Avenue
23. 177 N Glendora Avenue
24. 159 N Glendora Avenue (parking lot)
25. 159 N Glendora Avenue
26. 143 N Glendora Avenue
27. 135 N Glendora Avenue
28. 123 N Glendora Avenue
29. 111 N Glendora Avenue

(Amendment, Attachment 5)

EXHIBIT M

PRESSURE WASHING

