

FIRST AMENDMENT TO THE
FRANCHISE AGREEMENT
BETWEEN THE CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC.,
FOR INTEGRATED WASTE MANAGEMENT

BY AND BETWEEN

CITY OF GLENDORA

AND

ARAKELIAN ENTERPRISES, INC.

D/B/A ATHENS SERVICES

SEPTEMBER 1, 2014

AMENDMENT DATED AS OF JUNE 9, 2015

**FIRST AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN
THE CITY OF GLENDORA AND
ARAKELIAN ENTERPRISES, INC. FOR
INTEGRATED WASTE MANAGEMENT, SEPTEMBER 1, 2014**

This **FIRST AMENDMENT TO THE FRANCHISE BETWEEN THE CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC. FOR INTEGRATED WASTE MANAGEMENT, SEPTEMBER 1, 2014** (this "First Amendment") is entered into as of the 9th day of June, 2015 between the City of Glendora, California, a municipal corporation, ("City") and Arakelian Enterprises, Inc., a California corporation (doing business as, and referred to in this Agreement as, "Athens Services"), for the collection, transportation, recycling, composting and disposal of Solid Waste from specified properties in the City of Glendora.

R E C I T A L S

WHEREAS, the City is empowered under Section 7 of Article XI of the California Constitution to make and enforce, within its limits, all police and sanitary ordinances and regulations not in conflict with general laws; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("the Act", commonly referred to as "AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

WHEREAS, the California Constitution and the Act authorize the City to determine the aspects of solid waste handling which are of local concern, including the means by which solid waste services are to be rendered and whether solid waste services are to be provided on an exclusive or non-exclusive basis; and

WHEREAS, the City Council of the City of Glendora has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified solid waste enterprise to provide integrated waste management, to arrange with Solid Waste Customers for the collection of Solid Waste, including the recovery of Recyclable Solid Waste, and the collection and disposal of Solid Waste from specified properties within the City; and

WHEREAS, the City Council of the City of Glendora declares its intention to maintain reasonable rates for collection and disposal of Solid Waste and collection and recycling of Recyclable Solid Wastes within the City concurrent with achieving state-mandated landfill diversion and recycling marks as established by AB 939; and

WHEREAS, on September 1, 2014, City and Athens Services entered into a **CONTRACT AND FRANCHISE AGREEMENT BETWEEN THE CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC., FOR INTEGRATED WASTE MANAGEMENT** (the "September 1, 2014 Contract"), (a copy of which is attached hereto as Exhibit 1 and made a part hereof), and

WHEREAS, Exhibit D of the September 1, 2014 Contract currently requires City Council approval of the non-discretionary annual CPI and landfill gate rate adjustments; and

WHEREAS, the City Council of the City of Glendora and Athens Services desire to amend the September 1, 2014 Contract to allow the city manager or his or her designee to approve the non-discretionary annual CPI and landfill gate rate adjustments rather than requiring City Council approval.

NOW, THEREFORE, the parties, in consideration of their respective mutual promises, agree as follows:

Section D1.1 of Exhibit D attached to the FRANCHISE AGREEMENT BETWEEN THE CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC. FOR INTEGRATED WASTE MANAGEMENT, dated September 1, 2014, is hereby amended to read as follows:

“Section D1.1 Adjustment Request

Athens Services may request an adjustment to the maximum permitted rates annually, to be effective each July 1. Athens Services shall submit its request in writing, to be received by City in person or via certified mail, by the preceding March 1. The request shall be based on the method of adjustment described in this Section D1 of Exhibit D. Failure to submit a written request by March 1 shall result in Athens Services waiving the right to request such an increase for that year.

Annual adjustment to the maximum rates calculated in accordance with this Section D1 is subject to the approval of the City Manager, or his or her designee.”


All other terms and conditions of the FRANCHISE AGREEMENT BETWEEN THE CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC. FOR INTEGRATED WASTE MANAGEMENT, dated September 1, 2014, shall remain the same and shall remain in full force and effect.

The effective date for this First Amendment shall be June 9, 2015.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.


APPROVED AND ADOPTED this 9th day of June, 2015.

ARAKELIAN ENTERPRISES, INC.

By: 
Gary Clifford, Executive Vice President

Attest: 
Tim Powell, Chief Operating Officer

CITY OF GLENDORA

By: 
Karen K. Davis, Mayor

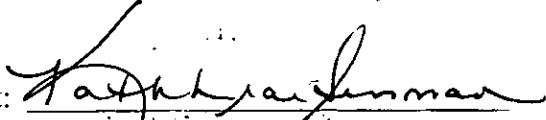
Attest: 
Kathleen R. Sessman, City Clerk

Exhibit 1 – September 1, 2014 Contract

FRANCHISE AGREEMENT
BETWEEN THE CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC.
FOR INTEGRATED WASTE MANAGEMENT

BY AND BETWEEN

CITY OF GLENDORA

AND

ARAKELIAN ENTERPRISES, INC.

D/B/A ATHENS SERVICES

EFFECTIVE SEPTEMBER 1, 2014

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**FRANCHISE AGREEMENT BETWEEN
THE CITY OF GLENDORA AND
ARAKELIAN ENTERPRISES, INC. FOR
INTEGRATED WASTE MANAGEMENT**

This **CONTRACT AND FRANCHISE BETWEEN THE CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC. FOR INTEGRATED WASTE MANAGEMENT** (this "Agreement") is entered into this 1st day of September, 2014 between the City of Glendora, California, a municipal corporation, ("City") and Arakelian Enterprises, Inc., a California corporation (doing business as, and referred to in this Agreement as, "Athens Services"), for the collection, transportation, recycling, composting and disposal of Solid Waste from specified properties in the City of Glendora.

R E C I T A L S

WHEREAS, the City is empowered under Section 7 of Article XI of the California Constitution to make and enforce, within its limits, all police and sanitary ordinances and regulations not in conflict with general laws; and

WHEREAS, as further described below, due to the complex legal nature of solid waste collection and the need for an integrated waste management system which disposes of waste in a healthful and economic fashion, reduces generation and promotes reuse and recycling, limits the potential for waste to degrade water sources or contaminate the environment, City finds it necessary to award an exclusive franchise to a single franchisee, and for such privilege, and in consideration of Athens Services' obligations hereunder, City shall collect a franchise fee, and an environmental administrative fee to assist in covering the City's costs in addressing mitigation of environmental impacts, as provided herein; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, ("AB 939" or the "Act") and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), established a Solid Waste management process which requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices for Solid Waste attributed to sources within their respective jurisdictions; and

WHEREAS, California Public Resources Code § 40059 provides that aspects of Solid Waste handling of local concern include but are not limited to frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste services, and whether the services are to be provided by means of nonexclusive, partially exclusive or wholly exclusive franchise, contract, license or otherwise which may be granted by local government under terms and conditions prescribed by the governing body of the local agency; and

WHEREAS, the California Constitution and the Act authorize the City to determine the aspects of solid waste handling which are of local concern, including the means by which solid

waste services are to be rendered and whether solid waste services are to be provided on an exclusive or non-exclusive basis; and

WHEREAS, the Federal Clean Water Act of 1972 establishes water quality standards for all contaminants in surface waters, requires the implementation of wastewater pollution control programs, and authorizes the National Pollutant Discharge Elimination System (NPDES) permit system to control water pollution by regulating point sources that discharge pollutants into waters of the United States, which stormwater programs are administered regionally through rules, regulations and mandates promulgated by the Los Angeles Regional Water Quality Control Board; and

WHEREAS, City is obligated to protect the public health and safety of the residents and businesses in the City, and arrangements made by solid waste enterprises and recyclers for the collection of Residential and commercial Solid Wastes should be made in a manner consistent with the exercise of the City's police power for the protection of public health and safety; and

WHEREAS, City and Athens Services are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of Residential and commercial Solid Waste, including AB 939, AB 341, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et. seq.; the Electronic Waste Recycling Act of 2003 (SB 20, Chapter 526, Statutes of 2003; SB 50, Chapter 863, Statutes of 2004; AB 575 Chapter 59, Statutes of 2011), laws governing Universal Waste, including, but not limited to, Universal Waste Electronics Devices ("UWED"), non-empty aerosol cans, fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and any other lamp exhibiting a characteristic of a hazardous waste, batteries (rechargeable nickel-cadmium batteries, silver button batteries, mercury batteries, small sealed lead acid batteries, alkaline batteries, carbon-zinc batteries and any other batteries which exhibit the characteristic of a hazardous waste), mercury thermometers, mercury-containing switches; and

WHEREAS, City and Athens Services desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is Athens Services, an independent entity, not City, which will arrange to collect Solid Waste from single family dwellings, multiple family dwellings, City and Commercial Customers in the City, transport for recycling and disposal and dispose of Solid Wastes which may contain small amounts of household products with the characteristics of hazardous wastes, collect and compost Green Waste and collect and recycle Recyclable Materials from single family dwellings, multiple family dwellings, City, and commercial customers in the City, and collect and recycle or dispose of Construction and Demolition Materials ("C & D Materials"); and

WHEREAS, Athens Services represents and warrants to City that Athens Services has the experience and qualifications to conduct recycling and waste diversion programs, to provide City with information sufficient to meet the City's reporting requirements to CalRecycle and any other State, County, or additional agencies with jurisdiction over the portion of the City's waste stream that is collected by Athens Services, and that Athens Services shall submit any such data required by the City to meet its reporting obligations in a format specified in this Agreement; and

WHEREAS, Athens Services represents that it employs qualified persons responsible for the day-to-day collection, safe transport, and disposal of Solid Wastes and that such persons will operate equipment and otherwise conduct all activities in a safe manner which shall minimize the adverse effects of collection vehicles on air quality and traffic, and that Franchisee has the ability to indemnify City in accordance with this Agreement; and

WHEREAS, the City Council of the City has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified solid waste enterprise to provide integrated waste management, to arrange with Solid Waste Customers for the collection of Solid Waste, including the recovery of Recyclable Solid Waste, and the collection and disposal of Solid Waste from specified properties within the City; and

WHEREAS, the City Council of the City declares its intention to maintain reasonable rates for collection and disposal of Solid Waste and collection and recycling of Recyclable Solid Wastes within the City concurrent with achieving state-mandated landfill diversion and recycling marks as established by all applicable laws; and

WHEREAS, on August 11, 1992, City and Athens Services entered into a CONTRACT AND FRANCHISE BETWEEN THE CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC. FOR INTEGRATED WASTE MANAGEMENT which contract was amended by that certain FIRST AMENDMENT TO CONTRACT AND FRANCHISE BETWEEN THE CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC. FOR INTEGRATED WASTE MANAGEMENT entered into on October 25, 1994 and by that certain SECOND AMENDMENT TO CONTRACT AND FRANCHISE BETWEEN THE CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC. FOR INTEGRATED WASTE MANAGEMENT entered into on April 14, 1998 (collectively, the "Original Contract"); and

WHEREAS, on December 1, 2000, City and Athens Services entered into an AMENDED AND RESTATED CONTRACT AND FRANCHISE BETWEEN THE CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC. FOR INTEGRATED WASTE MANAGEMENT (the "First Amended and Restated Contract") to amend and restate the Original Contract; and

WHEREAS, on December 1, 2006, City and Athens Services entered into a FRANCHISE AGREEMENT BETWEEN THE CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC. FOR INTEGRATED WASTE MANAGEMENT BY AND BETWEEN CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC. D/B/A ATHENS SERVICES EFFECTIVE DECEMBER 1, 2006 (the "2006 Contract"); and

WHEREAS, on December 1, 2013, City and Athens Services entered into a nine (9) month extension of the FRANCHISE AGREEMENT BETWEEN THE CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC. FOR INTEGRATED WASTE MANAGEMENT BY AND BETWEEN CITY OF GLENDORA AND ARAKELIAN ENTERPRISES, INC. D/B/A ATHENS SERVICES EFFECTIVE DECEMBER 1, 2006 (the "2013 Contract Extension"); and

WHEREAS, the parties entered into negotiations for a new agreement and now hereby desire to enter into the instant Agreement as more fully set forth below.

NOW, THEREFORE, the parties hereto, in consideration of their respective mutual promises, agree as follows:

SECTION 1 – DEFINITIONS

General. Whenever any term used in this Agreement is defined in the Municipal Code of the City of Glendora ("Municipal Code") or Division 30, Part 1, Chapter 2 of the California Public Resources Code, as they may be amended, the definition in the Municipal Code or Public Resources Code shall apply unless the term is otherwise defined in this Agreement.

A. AB 939

"AB 939" means the California Integrated Waste Management Act of 1989, codified in part as Public Resources Code Section 40000 et. seq., (including additional requirements implemented in response to AB 341) as it may be amended from time to time, and any regulations that may be adopted from time to time by any agency of the State of California to implement said Act.

B. Annual Report

"Annual Report" shall mean the Annual Report required by SECTION B7.H of EXHIBIT B of this Agreement.

C. Basic Rates

"Basic Rates" are those rates designated as such in EXHIBIT C plus the City established Franchise Fee. Basic Rates are subject to adjustment as set forth in EXHIBIT D.

D. Bulky Waste

"Bulky Waste" means large and small household appliances including items referred to as "brown goods" or electronic waste (including but not limited to refrigerators, toaster ovens, hair dryers and other electric-corded items, televisions, computer-related items, and cellular telephones), furniture, carpets, mattresses, hot water heaters and other similar items restricted for placement at curbside by single-family and multi-family (can or bin service) dwelling units only. Bulky Waste does not include Green Waste, garbage, manure or significant construction and demolition materials.

E. City

"City" shall mean the City of Glendora, California, a municipal corporation.

F. City Clerk

"City Clerk" means the City Clerk of the City.

G. City Council

"City Council" means the City Council of the City.

H. City Limits

"City Limits" means the existing boundaries of the City together with all subsequent amendments and changes thereto, which boundaries are shown by maps on file in the office of the City Clerk of the City.

I. City Manager

"City Manager" means the City Manager of the City or any person who the City Manager may from time to time designate to perform any of the functions of the City Manager under this Agreement.

J. Curbside Service

"Curbside Service" means a Residential Property Customer's placement of one or more residential solid waste container(s) adjacent to a street or public right of way for the express purpose of facilitating the collection of solid waste by Athens Services.

K. Customer

"Customer" means a person in charge of day-to-day activities at premises to which Athens Services is to provide services under this Agreement. In order for the City to carry out its obligations under applicable law, via a third party solid waste hauler and recycler, each customer is required to subscribe to the appropriate level of service provided under this Agreement, pursuant to Glendora Municipal Code Section 6.08.140.

L. Disposal Site

"Disposal Site" means a legally operated landfill or transformation facility (e.g. waste to energy facility) which constitutes the ultimate destination site for Solid Waste and Green Waste.

M. Dwelling Unit

"Dwelling Unit" means a house, an apartment, a mobilehome, a group of rooms or a single room that is occupied or intended for occupancy as separate living quarters in which the occupants live and eat separately from any other people in the building and which have direct access from the outside of the building or through a common hall. A room or series of rooms that are part of a Dwelling Unit sharing a common address and not separately metered will not be deemed to be a separate dwelling unit.

N. Franchise Fee

"Franchise Fee" shall mean a fee in consideration of the City's grant of this Exclusive Franchise, and to partially offset City's expenses in administering its Solid Waste and recycling program, as well as the wear and tear on the city's streets and rights of way caused by the operations of Athens Services in performing this Agreement, but does not include any fee

within the meaning of Public Resources Code § 41901 or within the scope of Government Code § 66016, as currently and as hereafter amended.

O. Graffiti

"Graffiti" means and includes any unauthorized inscription, word, figure, mark, adhesive sticker or design that is written, marked, etched, scratched, drawn, or painted on real or personal property.

P. Green Waste

"Green Waste" shall mean leaves, grass clippings, brush, branches, limbs and other forms of organic materials generated from landscapes or gardens, and incidental pieces of scrap lumber no longer than twenty-four inches (24") long, separated from other Solid Waste. "Green Waste" includes Christmas trees but does not include stumps or branches exceeding three inches (3") in diameter or three feet (3') in length, or palm fronds, yucca leaves or cactus, which are not suitable for composting.

Q. Green Waste Bundle

"Green Waste Bundle" shall mean tree, shrub and brush trimmings which are securely tied together forming an easily-handled package not more than three feet (3') long or thirty-five pounds in weight, tied with a compostable material.

R. Hazardous Waste

"Hazardous Waste" means any hazardous or toxic substance, material or waste which is regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501 (j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. § 6903); (xii) defined as a "hazardous substance"

pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. § 9601); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq. or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other Federal, State or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

S. Materials Recovery Facility (MRF)

"Materials Recovery Facility" or "MRF" shall mean a facility permitted by the California Integrated Waste Management Board which accepts solid waste for the purpose of recycling. The residual is consolidated and transported to a Disposal Site.

T. MRF Gate Fee

"MRF Gate Fee" means the total dollar amount of the tipping fee, MRF processing fee and any other duly authorized charges, assessments and taxes levied against Athens Services for the disposal of Solid Waste, as defined in EXHIBIT D of this Agreement.

U. Non-Residential Property

"Non-Residential Property" means any property other than residentially developed property.

V. Recyclable Material

"Recyclable Material" shall mean a commodity with value, which may be sold or given away. In either instance: (1) the Recyclable Materials must be segregated from and not mixed with Solid Waste; and (2) the seller/donor may not pay the buyer/donee (other than Athens Services) any consideration for collecting, processing or transporting such Recyclable Materials, or as a consulting fee for recycling services. A discount or reduction in price for collection, disposal and/or recycling services for any form of unsegregated or segregated Residential Solid Waste is not a sale or donation of Recyclable Materials and does not qualify for this exception. All Recyclable Material that is discarded into the waste stream loses its character as a Recyclable Material and becomes Solid Waste subject to this Agreement.

W. Recyclable Solid Waste

"Recyclable Solid Waste" means that part of the Solid Waste stream which can become Recyclable Material and which has been source-separated from other forms of Solid Waste. Recyclable Solid Waste can include paper, metal, plastic, glass and construction and demolition materials such as concrete, dry wall and asphalt, organic materials including Green Waste, wood and other Recyclable Solid Wastes as appropriate.

X. Refuse

"Refuse" means any trunk or limb of a tree, asphalt, concrete, construction material and waste, demolition material, and dirt. Refuse does not include tree limbs and branches in a Green Waste Bundle or bags and boxes.

Y. Residential Property

"Residential Property" means a detached house, each unit of a multi-family dwelling and shall also include mobile home parks within the City, but not nursing homes or convalescent centers, barracks, dormitories or other similar places or institutions.

Z. Solid Waste

"Solid Waste" means all putrescible and nonputrescible solid and semisolid wastes, including garbage, manure, Refuse, and rubbish. Solid Waste includes Bulky Waste, Green Waste Bundles and Recyclable Solid Wastes. Solid Waste does not include any Special Waste.

AA. Special Waste

"Special Waste" means all the items and materials which are set forth in EXHIBIT A, which is attached, and, by this reference, is incorporated into this Agreement.

BB. Transfer Fee

"Transfer Fee" means the payment of an amount by Athens Services to the City to reimburse the City for its investigative, administrative, consulting, legal counsel, advertisement and other related time and expenses incurred in the processing of an application for approval of the transfer of the Franchise and Contract.

CC. Transfer Station

"Transfer Station" means a facility permitted by CalRecycle (formerly California Integrated Waste Management Board), which accepts solid waste for the purpose of consolidated and transportation efficiency to an ultimate disposal site.

SECTION 2 – SERVICE AREA

A. Franchise Service Area

Athens Services shall provide the services required under this Agreement to all properties within the City Limits. This Agreement shall be exclusive to Athens Services.

SECTION 3 – SERVICES PROVIDED BY ATHENS SERVICES

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 Green Wastes, for all property described in SECTION 2, except for property within the jurisdiction of other public entities (ie, 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 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 services in similar cities in Southern California.

B. Street Sweeping Services

Street sweeping services shall be provided at no charge to the City for all residential streets, alleys, designated public parking lots and all commercial streets. The street sweeping schedule is set forth in Exhibit H and made a part hereof. The schedule may be amended from time to time with the prior written consent of the City and Athens Services. All street sweeping shall conform to all applicable city, county, state, and federal regulations currently in effect on the date of this Agreement.

C. Mandatory Customer Service

Athens Services shall provide, and all premises within the Franchise Service Area shall subscribe to and accept the services provided pursuant to this Agreement. City shall enforce the Glendora Municipal Code as it relates to Solid Waste regular collection and removal services in accord with § 6.08.260, Prohibited Public Nuisance.

D. Vehicles and Equipment

Athens Services shall furnish, at its own expense, an adequate number of vehicles and equipment required to perform the services required under this Agreement. The vehicles

used in the collection of solid waste shall be of a covered type which compresses the load hydraulically, mechanically or by some equivalent means and no vehicle shall be more than twelve (12) years old. All vehicles used by Athens Services under this Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall meet all applicable safety standards, shall be kept clean and in good repair, shall be uniformly painted, and shall visibly display Athens Services name, telephone number and vehicle number in letter and figures no less than five inches (5") high and no more than eight inches (8") high. Solid Waste and Green Waste collection vehicles shall be washed at least once every seven (7) calendar days and shall be odor free.

All equipment used by Athens Services under this Agreement shall be subject to inspection by all applicable jurisdictional agencies, including but not limited to the Los Angeles County Health Officer or the officer's deputies and California Highway Patrol, shall comply with all regulations imposed by any applicable Los Angeles County ordinance, shall be subject to inspection by City on a semi-annual basis, and shall comply with all applicable local, state and Federal laws and regulations currently in effect on the date of this Agreement. All front loader trucks used by Athens Services under this Agreement shall be powered by compressed natural gas (CNG), liquid natural gas (LNG), or any other clean fuel meeting or exceeding the standards for clean fuels established by the South Coast Air Quality Management District; provided, however, that Athens Services will place the order for such front loader trucks within ten (10) days after execution of this Agreement and Athens Services will not be required to comply with this sentence until such trucks are delivered by the manufacturer and placed in service, or until nine (9) months after execution of this Agreement, whichever occurs first.

E. Repair of Damaged Pavement

Any identifiable damage to the paved surfaces of public rights-of-way or private streets that directly results from the weight or operation of vehicles which provide Solid Wastes collection services pursuant to this Agreement shall be repaired or replaced by Athens Services, at Athens Services' sole expense, within thirty (30) days after receiving a notice to repair the public right-of-way from the City or a complaint about damage to a private street from any person who owns or is in lawful possession of real property that has access to the private street, provided that Athens Services determines that the damage was the direct result of the weight or operation of any of its vehicles. In the event that Athens Services does not undertake repairs, the exclusive remedy of City or of the complainant shall be a civil action.

F. Repair of Damaged Property

Any physical damage caused by the negligent or willful acts or omissions of officers, employees, servants or agents of Athens Services to private or City property or City rights-of-way shall be repaired or replaced by Athens Services, at Athens Services' sole expense, within thirty (30) days after receiving a notice to repair City property or City rights-of-way from the City or a complaint about damage to private property from any person who owns or is in lawful possession of such property.

G. City Facilities/Community Events Collection

City Facilities - Athens Services shall collect and dispose of all Solid Waste, Green Waste, and compostables generated at premises owned and/or operated by the City. Athens Services shall make collections from cans Monday through Friday or on Saturdays following non-working holidays earlier in that week at the frequency set out in EXHIBIT E. Commercial (bin) and industrial "roll-off" collections shall be scheduled as designated by the City. The facilities to be provided service initially, together with the type and frequency of service, are listed in EXHIBIT E, which may be modified or expanded by the City.

City-Sponsored Events - City may request free bins, litter boxes and liners, and pick up and disposal or diversion services, for up to twenty (20) community events per year sponsored at least in part by the City as designated by the City Manager.

The services required by this Section G shall be provided by Athens Services or its subcontractors at no additional charge to the City.

H. Sharps

Beginning September 1, 2014, Athens Services shall provide containers for the safe collection and disposal of Sharps and Infectious Waste to single and multi-family (can or bin service) residents as needed. "Sharps" include, but are not limited to, hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications or medical testing. Athens Services will deliver containers to residents' door within one week of a Customer's request, either by mail or drop-off. Company shall provide as many containers as requested and as may be reasonably personally used by residents at no additional charge to City, program participants or ratepayers. Sharps containers shall be pre-paid mail back containers. Athens Services may, but shall not be required to, additionally offer for door-to-door collection of such containers through the HHW program. Company will develop and distribute public education materials to promote this program, including promoting this program through its website and other outreach activities targeting seniors. "Infectious Waste" means waste capable of producing an infection or pertaining to or characterized by the presence of pathogens including, but not limited to, certain wastes generated by medical practitioners, hospitals, nursing homes, medical testing labs, mortuaries, taxidermists, veterinarians, veterinary hospitals and medical testing labs and any waste that includes animal waste.

I. Electronic Waste Collection

Electronic Waste, or "e-waste" and select universal wastes shall be collected through the bulky item collection program, as described in Section 4.A.10 of this Agreement, at no additional cost to City or rate payers. E-waste to be collected includes, but is not limited to: televisions; computers and monitors; small appliances (toasters, hairdryers, etc.); and mobile telephones and similar devices. Universal wastes to be included are household batteries and florescent bulbs (tubes and compact florescent bulbs "CFLs").

J. HHW Program

Beginning September 1, 2014, at no extra charge to the customers, Athens Services will provide Household Hazardous Waste, or HHW, collection to single and multi-family residents at Residential Properties located in City. Athens Services will provide HHW collection up to three times per year. Athens Services shall advise residents of a point of collection away from the street, curb or gutter, such as a porch.

Materials collected will include, at a minimum, the following:

- Garden Chemicals (such as fertilizer, insect sprays, weed killers, and other poisons);
- Swimming Pool Chemicals (such as pool acid and liquid and tablet chlorine);
- Automotive Waste (such as motor oil, antifreeze, waxes, polishes, cleaners, brake fluid, gasoline, used oil filters, oily rags, transmission fluid, windshield washer fluid, hydraulic fluid, and automotive batteries);
- Paint Products (such as oil-based, latex and spray paints, stripper, stains, caulking, wood preservatives, glue; and thinner);
- Household Cleaners (such as bleach, cleaning compounds, floor stripper, drain cleaner, tile remover, tile cleaners, and rust remover); and,
- Miscellaneous Household Waste (such as household batteries, fluorescent tubes, thermometers, hobby glue, artist's paint, and non-controlled pharmaceuticals).

Athens Services may provide educational material directing residents to dispose of electronic waste through the bulky item program and Sharps through the Sharps program.

Athens Services shall be required to send a public outreach piece to all Residential Dwelling units at the beginning of the program with a program description, the start date, materials to be collected, and instructions on how to call in for a pickup.

K. Walk-Out Service for Disabled

At no additional charge, Athens Services shall provide disabled residents with walk-out service. Athens Services will remove refuse, recyclable and green waste containers and green waste bundles from resident's storage area, place them out for collection, and return containers to resident's storage area after collection, ensuring that all doors or gates are closed securely. In order to qualify as disabled under this section, residents must have been issued a handicap placard from the Department of Motor Vehicles, provided a letter from a medical doctor indicating the disability, or otherwise obtained approval to receive such service from the City. Additionally, walk-out service need not be provided if an able-bodied person resides with the disabled resident.

L. Graffiti Removal

At no additional charge, Athens Services shall provide Graffiti Removal Services for the removal of graffiti in the City of Glendora specified as follows:

Graffiti Removal Services shall be provided six (6) days per week, Monday through Saturday, excepting New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, upon twenty four (24) hours of notification by the City, in order to meet the City's goal to have at least ninety percent (90%) of graffiti removed within 24 hours of being reported and one hundred percent (100%) of graffiti removed within 48 hours of being reported or identified.

In certain public safety "Hot Spots", Athens Services shall use commercially reasonable efforts to remove graffiti within twelve (12) hours of notification by the City's Police Chief or his designee. Hot Spots is an area where graffiti has been placed by gangs, and/or graffiti involving hate crimes and/or inflammatory graffiti.

City shall manage a 24 hour graffiti removal hotline service. This service is currently operational and will continue through the duration of this Agreement. Athens Services shall be given 24 hour access to the hotline to secure the list of locations received through that system. Athens Services shall have the ability to access the hotline, and will monitor it for reported locations on a daily basis. The City manages a dedicated e-mail address whereby citizens may report graffiti incidents. These requests will be forwarded to an e-mail address specified by Athens Services. Athens Services shall monitor the e-mail messages on a daily basis.

Graffiti Removal Services must be provided on all surfaces within commercial, residential, industrial and public properties including street signs, bus benches, and park facilities. Athens Services shall provide the graffiti removal from all surfaces, including porous and non-porous surfaces. Upon the City's approval, Athens Services may utilize sacrificial coatings to facilitate removals on unpainted surfaces. For painted surfaces, Athens Services shall provide color matching.

Athens Services shall maintain the resources, personnel, and equipment necessary to manage the level of service required by the City. Athens Services shall submit a work plan within thirty (30) days of the effective date of this Agreement for review and approval by the City Director of Public Works and Police Chief.

M. Bus Stop Maintenance

Beginning September 1, 2014, Athens Services will provide maintenance of the City's bus stops in accordance with the following specifications. Exhibit I lists the existing and proposed shelters, benches, trash receptacles, sidewalks and gutters locations to be maintained within the City of Glendora by Athens Services.

All maintenance service time periods shall be subject to the approval of the City and arranged to cause the least inconvenience to transit users.

Athens Services shall furnish all labor, materials, water, equipment and services required to perform the bus stop maintenance as set forth in this specification:

1. Athens Services shall be responsible for trash removal and the replacement of trash bags in all trash receptacles at each location three times per week: Monday, Wednesday and Friday. Debris, trash, and associated undesirable items, etc. shall be removed from the site area and disposed of legally and properly to the City's satisfaction at Athens Services' expense. The site area includes all areas within twenty-five (25) feet of the outer edges of all the bus stop furniture and only that property which is part of the public right-of-way.

2. Every Monday (unless such is a Federal holiday, then on Wednesday), Athens Services shall clean all interior and exterior visible metal and concrete surfaces, taking care not to damage any of the finishes. Athens Services shall also clean all glass & Plexiglas surfaces for any and all bus shelters. Athens Services shall use a dry cleaning method (i.e., no pressure washing) as well as a mop, broom, or rag to clean the entire bus stop/shelter (including but not limited to bus furniture, shelter structure, trash receptacles and signs) and area within a 5-foot radius from all sides of bus furniture, shelter structure, trash receptacles and signs, including sidewalks, curbs and gutters, including but not limited to removal of all debris such as bottles, cans, papers, glass, dirt, etc., to a condition that is broom-clean. Adjacent areas shall be protected by Athens from over-spray, dust, and similar effects of the cleaning operations.

3. The first week of the months of March, June, September, and December, Athens Services shall use high-pressure water spray on metal and concrete surfaces. All debris that is accumulated due to this operation shall be cleaned up and disposed of at the time such operation takes place. Clean all other surfaces on which graffiti is to be removed with a cleaner and/or method approved by the City. In accordance with best management, practices (BMP) the following guidelines must be used when pressure washing:

- a. Prior to any washing, block all storm drains with an impervious barrier such as sandbags or berms, or seal the storm drain with plugs or other appropriate materials (and clean accumulated debris and remove blocking materials when finished);
- b. Create a containment area with berms and traps or take advantage of a low spot to keep wash water contained; and
- c. Use vacuums or other machines to remove and collect loose debris or litter before applying water.
- d. Use applicable commercial and regulatory best practices and procedures.

4. Athens will use a Hydro Tec SCU Pro Tow Wash to perform the service on the bus stops described in this Section 3.M. Related specifications are set forth on Exhibit J hereto.

5. Emergency call out - Athens Services must respond within 4 hours of receiving emergency requests for services.

N. Composting Bin Sale

Athens Services shall provide composting bins and worm bins for sale to the customers served pursuant to this Agreement. The City shall determine the type of bin to be sold and the reduced price to be charged to the residents. Athens shall deliver the bins within seven (7) business days. Composting literature, to be provided by the City to Athens, must be delivered by Athens along with each bin. The balance of costs shall be paid out of the Environmental Administrative Fee in Exhibit C.

O. Annual Compost Give-away

Athens Services shall provide compost give-away to Customers on a semi-annual basis on dates, times and locations to be agreed upon by the City and Athens Services.

P. Emergency Collection Services

At rates to be agreed to by Athens Services and City, Athens Services will assist City at City Manager's request with emergency collection, processing and disposal service (in the event of major disaster, such as an earthquake, storm, riot or civil disturbance), or as otherwise determined necessary by City Manager, by providing collection equipment and drivers normally assigned to City.

Q. Transition Assistance

Prior to and at the end of the term, or in the event this Agreement is terminated for cause prior to the end of the term, Athens Services shall cooperate fully with City and any subsequent solid waste enterprise it designates to assure a smooth transition of solid waste handling services. Athens Services' cooperation shall include, but not be limited to, providing route lists, billing information and other operating records needed to service all premises covered by this agreement. Cooperation is required in a timely manner to assist with the City's preparation of a request for proposals or a new agreement, as well as at the time of transition.

SECTION 4 – METHODS OF COLLECTION AND PROCESSING

A. Methods of Collection Services

1. Residential Solid Waste – Services to be Performed

Once each week, Athens Services shall separately collect from Residential (single and multi-family) Properties Solid Waste and Green Waste, which have been placed at curbside in barrels, containers or, in the case of Green Waste, Green Waste Bundles, prior to normal collection time on collection days.

Customers that regularly set out more than the equivalent of ten (10) 33-gallon barrels shall be charged double the RC1 rate set forth in EXHIBIT C.

2. Multi-Family Bin, Commercial, and Industrial Solid Waste

As frequently as requested by the Customer, but not less often than once per week, Athens Services shall collect from each premises not serviced under Section 4.A.1 above (including, but not limited to commercial, industrial and governmental customers, and multi-family customers with that receive refuse collection using bins) where Solid Waste is generated or accumulated, all Solid Waste, which has been placed in bins provided by Athens Services at a location on the premises designated by the Customer prior to Athens Services' normal collection time on each collection day. Athens Services shall post all its bins in the City with conspicuous warning notices to the effect that the disposal of Hazardous Waste in bins is dangerous and is prohibited.

Athens Services shall maintain its bins used in the City free of "tagging" or graffiti; graffiti shall be removed within two business days of notice from City or Customer provided to Athens, or observation by Athens Services' driver. See Exhibit B, Section B15.3.E for liquidated damages. Athens Services shall maintain all containers in working order, and shall repair or replace any non-functioning container within two business days of notification of damage or disrepair.

Athens Services shall clean all of its bins used to serve the City's customers on an as needed basis., with one cleaning or container exchange provided for each bin at no additional charge once per calendar year. For additional cleanings, or exchanges for the purpose of obtaining a clean bin, Athens Services may charge customers in accordance with the approved rate schedule (Exhibit C)

3. Containers for Solid Waste and Green Waste

Residential Customers, and not Athens Services, shall provide their own barrels, wheeled carts, bags or other containers suitable for the temporary accumulation and collection of Solid Waste and Green Waste. Athens Services shall provide City with labels, approved by Athens Services, for use by Residential Customers to identify the Customer's barrels used for Green Waste. Athens Services shall provide wildlife tamper proof barrels or cans at customers cost to customers upon their request.

Athens Services shall provide bins to those Customers requiring the use of bins. Non-Residential Customers not requiring the use of bins shall provide their own barrels, wheeled carts, suitable for the temporary accumulation and collection of Solid Waste and Green Waste.

4. Solid Waste Not Placed in Approved Containers

Athens Services may refuse to collect Solid Waste and Green Waste, other than Bulky Waste, which has not been placed in approved containers, barrels, bins, bags or Green Waste Bundles. If Athens Services refuses to collect Solid Waste, including Green Waste, pursuant to this Section, Athens Services shall make a record of such refusal and place a tag on the materials not collected which states the reason for the Athens Services' refusal to make the collection and provide a copy of the record to the City on a monthly basis.

5. Collection Time

Athens Services shall not perform collection services between the hours of 6:00 p.m. and 6:00 a.m., Monday through Saturday. No collection services are to be performed on Sunday. Collection service hours are subject to change by mutual written consent of the City Manager and Athens Services.

6. Collection Routes

Athens Services shall perform all collection services over routes established by Athens Services. Athens Services acknowledges City's interest in easing traffic congestion and for that reason agrees to submit proposed route changes to City, and to consider City's comments prior to making route changes. City and Athens Services will work together to adjust route starting points or other route issues to accommodate customer requests.

7. Collection on Holidays

If the day of collection on any given route falls on a designated legal holiday or on any other legal holiday observed by the lawful Disposal Site, MRF and transfer station to which Solid Waste or Green Waste collected under this Agreement are taken, Athens Services shall provide collection service for such route on the next work day following such holiday and shall not provide collection service on such holiday. Designated legal holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

8. Collection Standards

All collections shall be made as quietly as reasonably possible under the circumstances and no unnecessary noise or commotion shall be made in the course of collection. Athens Services shall place barrels, cartons and other Solid Waste containers, including Green Waste, at curbside after the contents have been collected.

9. Roll-off and Lowboy Bins

On the first collection day that occurs after the day on which a Customer's request is received by Athens Services, Athens Services shall deliver requested roll-off bins (including

30 yard and 40 yard bins) and lowboy bins (10 yard) to the Customer's residential or Non-Residential Property. Each bin shall be marked to identify Athens Services and shall have a reflector not less than four (4) inches in diameter permanently affixed to each of the four corners of the two narrowest sides of the bin. Athens Services shall post all its roll-off and lowboy bins in the City with conspicuous warning notices to the effect that the disposal of Hazardous Waste in bins is dangerous and is prohibited. In the event the bin needs to be deposited on City property (ie. City street), Athens Services shall notify the City and the customer shall obtain from City the applicable Temporary Encroachment Permit or a Temporary Placement on Street Permit for the bin.

10. Bulky Waste

Athens Services shall collect Bulky Waste generated at a Customer's premises and left at Customer's point of collection on the Customer's regular collection day at no extra charge to the Customer. There shall be a limit of four (4) cubic yards of Bulky Waste that a Customer may have collected on any regular collection day but there shall be no limit on the number of regular collection days that Bulky Waste can be set out for collection. At the request of the City, Athens Services shall pick up bulky waste left in the City right of way or City property.

11. Special Waste

Athens Services shall not knowingly collect, transport or dispose of Special Waste (for list refer to EXHIBIT A).

12. Christmas Trees

Athens Services shall collect Christmas trees set out for collection. Christmas trees set out for collection must be free of decorations and flocking and must have stands removed. Christmas tree collections shall begin on the first collection day after December 25th and shall continue for two weeks thereafter. Athens Services shall provide Christmas tree collections from City facilities and both single and multi-family Customers, whether refuse bin or can customers, at no additional charge to the City or Customer. Athens Services shall divert all trees collected from landfilling, with an exception for trees with decorations or flocking. Athens Services shall publicize this service via its website and through billing messages.

13. Scout and Push-Out Service

If it is operationally required to use a smaller "scout" vehicle to transport a bin from its storage location to the point of collection, or if the customer requests that such a scout vehicle be used, then Athens Services may charge customer a scout fee in accordance with the approved rate schedule. Customers may not be charged for "push-out" services, if the bin is manually positioned for collection.

14. Locking Lid Fees

If a Customer requests that Athens Services provide a lock for its bin(s), Athens Services may charge Customers a monthly locking lid fee based on the number of pickups in

each month in accordance with the approved rate schedule (see Exhibit C). No one-time fees for the lock or set up may be assessed.

15. Abandoned Bulky Item Collection

Athens Services will collect, process and dispose of, at no additional charge, within one business day of notification from City or customer, or company observation, all Bulky Items left in the City's right-of-way, such as sidewalks, alleys, streets, and parkways.

16. Dedicated Routes

Solid waste collected in the City may not be commingled in collection vehicles with solid waste from other jurisdictions, unless the City approves in writing of the specific commingled routes and the tonnage allocation method to be used.

B. Materials Recovery Facility (MRF) Processing

All Solid Waste collected by Athens Services pursuant to this Agreement shall be processed through an Athens Services' Materials Recovery Facility (the site currently used is located at 14048 Valley Boulevard, City of Industry, California) in order to maximize the diversion of Solid Waste from landfilling or disposal at a transformation facility sufficient to satisfy the City's AB939 requirements and all other applicable regulations currently in effect on the date of this Agreement. Athens Services shall assist Customers in complying with the Construction and Demolition Waste Management requirements of Glendora Municipal Code Chapter 6.09, including but not limited to providing Customers with invoices and/or other documentation evidencing the amount of construction and demolition waste diverted pursuant to Glendora Municipal Code Section 6.09.100.

C. Right to Impound

In the event an unauthorized provider of solid waste services sets out bins anywhere in the City, in violation of the exclusivity provision set forth in Section 2.A of this Agreement, the City shall delegate to Athens Services the authority to remove and impound such bins pursuant to the Municipal Code.

D. Minimum Diversion Requirement

Athens Services shall divert from landfills an amount necessary for the City to achieve the legally mandated minimum by the State of California; provided, however, that notwithstanding any other provision of this Agreement, Athens Services shall not be required to achieve a diversion rate in excess of 75% without an appropriate increase in rates to be agreed upon by Athens Services and City. Recycling of materials not collected by Athens Services is counted towards meeting this requirement. For the purposes of this section, diversion includes recycling, transformation and other forms of converting solid waste into energy to the extent that such diversion is accepted by the State toward meeting the City's diversion goal under AB 939. However, if CalRecycle ceases to accept solid waste used as alternative daily cover at landfills as diversion, there will be no adjustment to compensation or the minimum Diversion rate due to this limitation.

E. Construction and Demolition Debris

Athens Services guarantees that each individual construction or demolition project that falls under Title 6, Chapter 6.09 of the Municipal Code meets the 50% City requirement per the Code. Athens Services will consult with construction and demolition debris Customers to assist in project diversion planning.

F. Missed Pickups

Athens Services shall make up any missed pickup the same day if notified prior to noon, and the next business day if notified after noon.

G. Disposal Facility

Subject to the provisions of Section B6, the disposal facilities approved for use under this agreement is the Mid Valley Landfill, Victorville Landfill and San Timoteo Landfill in the San Bernardino County Landfill System.

SECTION 5 – FEES FOR SERVICES

The rates for services to be performed pursuant to this Agreement are set forth in EXHIBIT C, which is attached and, by this reference, incorporated into this Agreement. The rates set forth in EXHIBIT C shall be adjusted as set forth in EXHIBIT D, which, too, is attached and, by this reference, incorporated into this Agreement.

Except as expressly authorized in this Agreement, Athens Services shall not make any charges to Customers served under this Agreement. The Basic Rates set forth in EXHIBIT C, as they may be adjusted from time to time, include the cost of any collection of Bulky Waste by Athens Services. The non-Basic Rates set forth in EXHIBIT C, as they may be adjusted from time to time, are for services not included within the Basic Rates.

A. Basic Rates

The Basic Rates for services to be performed pursuant to this Agreement are set forth in EXHIBIT C, which is attached and, by this reference, incorporated into this Agreement. The Basic Rates set forth in EXHIBIT C shall be adjusted as set forth in EXHIBIT D, which, too, is attached and, by this reference, incorporated into this Agreement.

B. City Billing and Collection Responsibility

Other than as set forth in this Agreement or in the Municipal Code, the City shall have no responsibility for billing or collection of any of the Rates for any of the services performed by Athens Services pursuant to this Agreement.

C. Athens Billing and Collection Responsibility

Athens Services shall bill and collect all Rates for all services performed by Athens Services pursuant to the terms of this Agreement in the City limits for which the

Customer is required to pay for service pursuant to Chapter 6.08 (Solid Waste) of the Glendora Municipal Code pursuant to the rate schedule listed in Exhibit C. Athens Services shall remit to City the Franchise Fee and Environmental Administrative Fee billed and collected pursuant to the rate schedule listed in Exhibit C.

Applicable commercial accounts may be billed monthly on the first day of each month for that month's service, and residential accounts may be billed quarterly in advance. Payment terms for accounts billed monthly by Athens Services are net thirty (30) days. Payment terms for accounts billed quarterly by Athens Services are net ninety (90) days. Customer payments not received upon completion of service are considered delinquent. Late fees at 1-1/2% per month will be assessed on all delinquent balances. If said delinquent payments are not received within thirty (30) days, Athens Services may stop services and refer the respective premise to the City for public nuisance enforcement pursuant to § 6.08.260. A notice/warning of a pending stop service will be prepared by Athens Services and delivered to the delinquent account owner and premise no less than seventy-two (72) hours prior to the service stoppage. If no payment by delinquent Customer is made to Athens Services within fifteen (15) days after referral to the City for code enforcement purposes, the account may be cancelled by Athens Services, the Customer's security deposit, if any, may be credited against the past due balance, and any remaining balance due Athens Services will be considered a bad debt and may be submitted by Athens Services to a collection agency.

Athens Services shall have the sole responsibility to collect at its expense from all Customers billed pursuant to this Agreement.

D. Franchise Fee

The City Council shall establish a Franchise Fee by Resolution to be effective at the commencement of the term of this Agreement and to run concurrently with any rate adjustment, pursuant to EXHIBIT C. The established Franchise Fee shall be paid by Athens Services to City within 30 days of collection of the Rates from the customers by Athens Services.

E. Environmental Administrative Fee

Athens Services shall pay to the City an Environmental Administrative Fee as set forth in EXHIBIT C. The Environmental Administrative Fee is associated with the cost of managing and responding to comprehensive waste stream collection and disposal including, without limitation, MS4 permits, third-party contract oversight, community awareness programs and Glendora Municipal Code enforcement.

SECTION 6 – EFFECTIVE DATE AND TERM OF AGREEMENT

The term of this Agreement shall be for a period of ten (10) years, commencing September 1, 2014 and ending at midnight on August 31, 2024; provided, however, (i) both City and Athens Services may contract to extend the term of this Agreement at any time and (ii) no later than eight (8) years from the date hereof, City and Athens Services will meet to discuss extending the term of this Agreement, understanding that the parties have no obligation to enter into another agreement when the term of this Agreement terminates.

SECTION 7 – CITY CONSENT REQUIRED FOR TRANSFER OR CHANGE OF CONTROL

A. Transfer

The Franchise granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned (collectively "Transferred"), nor shall any of the rights, duties or privileges herein be transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, either by act of Athens Services or by operation of law, without in each case the prior written consent of the City expressed in writing by resolution of the City Council.

The decision of the City Council shall be final. In the event of any unauthorized Transfer, City reserves the right to immediately terminate this Agreement.

B. Change in Control

Any change in control of Athens Services shall require the prior written consent of the City Council. "Change in control" shall mean any sale, transfer or acquisition of Athens Services. Any acquisition of more than fifty percent (50%) of Athens Services' holding stock by a person or group of persons acting in concert who already own less than fifty percent (50%) of the voting stock shall be deemed a change in control; provided, however, no change of ownership shall be deemed to have occurred if the person who, or each person in the group of persons acting in concert that, acquires the stock is a lineal descendant or a whole blood sibling of Ron Arakelian, Jr. or Michael Arakelian.

For purposes of this subsection, "lineal descendant" shall mean a child, grandchild or great-grandchild, whether by birth or by adoption. Any change in control of Athens Services occurring without City Council consent shall constitute a material breach of this Agreement.

C. Transfer Consent Process

Any request for a transfer of the obligations and rights under this Agreement or for a change in control of Athens Services shall be made in a manner prescribed by the City Council. The written request shall include the Transfer fee, in an amount as set by the City Council, to cover all anticipated direct and indirect administrative costs including, but not limited to, City staff time, consultants and attorneys necessary to adequately analyze the application and transfer consent request. The Transfer fee shall not exceed fifteen thousand dollars (\$15,000) which amount may be increased annually by the City on July 1st by the percentage by which the Consumer Price Index-All Urban Consumers-Los Angeles Metropolitan Area has increased during the period May through April over its level as of April 30th of the preceding year.

SECTION 8 – MISCELLANEOUS PROVISIONS

A. Independent Contractor

It is expressly understood and agreed that at all times in the performance of this Agreement, Athens Services shall be deemed to be an independent contractor, and all persons

employed by Athens Services in connection with this Agreement shall be employees of Athens Services, and not employees of City in any respect. All work hereunder shall be done and performed to the satisfaction of the City Manager of City who shall from time to time have the right, as circumstances require, to issue reasonable orders, directions and instructions to Athens Services, having for their purpose the attainment of the results herein sought to be accomplished; provided however, that the means whereby such results are to accomplished shall at all-time be under the control of Athens Services. It is further understood and agreed that neither Athens Services, nor any employee of Athens Services shall be deemed to be an agent or employee of City. Athens Services, its agents, servants and employees shall not hold themselves out to be the agents or employees of City in any manner whatsoever. Athens Services shall not use the firm name containing any words implying municipal ownership.

B. No Joint Association

Nothing contained in this Agreement shall be deemed, construed or represented by the City or Athens Services to any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the City and Athens Services.

C. No Gratuities

Athens Services shall not, nor shall it permit any of its officers, employees, servants or agents to, request, solicit, demand or accept, either directly or indirectly, any additional compensation or gratuity for the collection of Solid Wastes, otherwise required to be collected under this Agreement beyond that provided for by this Agreement.

D. Anti-Discrimination Clause

In the performance of this Agreement, Athens Services shall not engage in discrimination in employment of persons because of the age, race, color, sex, marital status, national origin or ancestry, religion or physical handicap of such persons or for any other illegal reason.

E. Notices

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

TO: City of Glendora
116 E. Foothill Boulevard
Glendora, CA 91741-3380
Attn: City Manager

TO: Athens Services
c/o Arakelian Enterprises, Inc.
P.O. Box 60009

Industry, CA 91716-0009
Attn: Chief Operating Officer

Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered and received upon receipt by personal service or upon the second (2nd) day after deposit in the United States mail.

Any notice or other writing required to be given by, or to, the City pursuant to this Agreement shall be given by, or to, the City Manager, except as otherwise expressly provided in the Agreement.

F. Entire Agreement

This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

G. Interpretation

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

H. Waiver

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

I. Attorney's Fees

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

J. Severance Clause

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

K Venue

This Agreement is made, entered into, and executed in Los Angeles County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court that serves Los Angeles County.

L. Captions

The captions and headings of the various SECTIONS, subsections, paragraphs and subparagraphs of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective SECTIONS and subsections hereof.

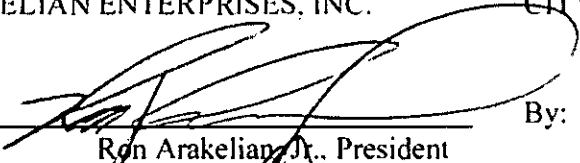
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

APPROVED AND ADOPTED this 13th day of May, 2014.

ARAKELIAN ENTERPRISES, INC.

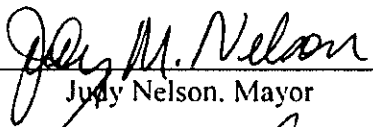
CITY OF GLENDORA

By: _____



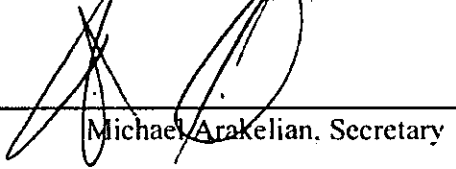
Ron Arakelian, Jr., President

By: _____



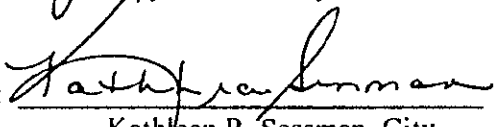
Judy Nelson, Mayor

Attest: _____



Michael Arakelian, Secretary

Attest: _____



Kathleen R. Sessman, City Clerk

EXHIBIT A
SPECIAL WASTES

Flammable waste

Containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.)

Waste transported in a bulk tanker

Liquid waste

Sewage sludge

Waste from a pollution control process

Residue and debris from the cleanup of a spill or release of chemical substances, commercial products or any other Special Wastes

Contaminated soil, waste, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of any other Special Wastes

Waste water

Explosive substances

Radioactive materials

Materials which have been exposed to highly infectious or contagious disease, except for the Sharps Waste identified in Section 3.H

Hazardous Substances or Hazardous Waste, except for Household Hazardous Waste identified in Section 3.I and 3.J

Medical Waste, except for Sharps Waste and Infections Waste identified in Section 3(H)

EXHIBIT B

GENERAL PROVISIONS

SECTION B1 – SECURITY BOND

Concurrently with execution of this Agreement, Athens Services shall deliver to City a performance bond or cash bond in the sum of the amount of One Hundred Thousand Dollars (\$100,000.00), which secures the faithful performance of this Agreement, including, without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement, unless such requirement is waived by the City Council. The bond shall contain the original notarized signature of an authorized officer of the surety. The bond will be written on an annual basis, renewable by continuation certificate at the surety's sole option. Non-renewal of the bond by the surety, nor inability of Athens Services to replace the bond, will not in and of itself constitute a loss under the bond. Such bond shall be in the form of attached EXHIBIT G, naming the City as obligee. The condition of the bond shall be such that if Athens Services shall well and truly perform in accordance with the terms and conditions of this Contact, then the obligation shall be null and void; otherwise it shall remain in full force and effect. Alternatively, Athens Services may provide an irrevocable letter of credit in the same amount, drawn upon a financial institution, in a form acceptable to the City attorney. The letter of credit shall be the sole responsibility of Athens Services, and shall be released within thirty (30) days after both (i) the expiration of the term of this Agreement, or upon the earlier termination hereof; and (ii) Athens Services' satisfactory performance of all obligations hereunder.

A combination of these instruments, totaling \$100,000, is acceptable.

SECTION B2 – INSURANCE

Athens Services shall procure and maintain during the entire term of this Agreement the following types of insurance, and shall maintain the following minimum levels of coverage, which shall apply to any claims which may arise from or in connection with Athens Services' performance hereunder or the actions or inactions of any of Athens Services' officers, agents, representatives, employees, or subcontractors in connection with Athens Services' performance. The insurance requirements hereunder in no way limit Athens Services' various defense and indemnification obligations, or any other obligations as set forth herein.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).
2. The most recent editions of Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 "any auto."

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance.

Athens Services shall maintain in force for the term of this Agreement limits no less than:

1. Comprehensive General Liability: Ten Million Dollars (\$10,000,000) limit aggregate and Five Million Dollars (\$5,000,000) limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: Five Million Dollars (\$5,000,000) limit aggregate and Five Million Dollars (\$5,000,000) limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Pollution Legal Liability: Ten Million Dollars (\$10,000,000) limit aggregate and Five Million Dollars (\$5,000,000) limit per occurrence.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects City, its officials, employees and agents; or Athens Services shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - (a) City, its elective and appointive boards, commissions, officials, employees, agents and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Athens Services; products and completed operations of Athens Services; Premises owned, leased or used by Athens Services; or vehicles owned, leased, hired or borrowed by Athens Services. The coverage shall contain no special limitations on the scope of protection afforded to City, its elective and appointive boards, commissions, officials, employees, agents or volunteers.
 - (b) Athens Services' insurance coverage shall be primary insurance as respects City, its elective and appointive boards, commissions, officials,

employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officials, elective and appointive boards, commissions, employees, agents or volunteers shall be excess of Athens Services' insurance and shall not contribute with it.

- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, elective and appointive boards, commissions, employees, agents or volunteers.
- (d) Coverage shall state that Athens Services' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 2. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive all rights of subrogation against City, its officials, elective and appointive boards, commissions, employees, agents and volunteers for losses arising from work performed by Athens Services for City.

E. Acceptability of Insurers

The insurance policies required by this Section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A- or better.

F. Verification of Coverage

Athens Services shall furnish City with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by or acceptable to City and are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Companies and Subcontractors

Athens Services shall include all companies and subcontractors as insureds under its policies or shall furnish separate certificates for each company and subcontractor. All coverages for companies and subcontractors shall be subject to all of the requirements stated herein.

H. Delivery of Proof of Coverage

Simultaneously with the execution of this Agreement, Athens Services shall furnish City certificates of each policy of insurance required hereunder, in form and substance satisfactory to City. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies. If City requests, copies of each policy shall also be promptly delivered to City.

Renewal certificates will be furnished periodically to City to demonstrate maintenance of the required coverage throughout the term.

I. Other Insurance Requirements

1. In the event any services are delegated to another company or subcontractor, Athens Services shall require such company or subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the company's or subcontractor's employees engaged in the work in accordance with this SECTION B2. The liability insurance required by this SECTION B2 shall cover all Athens Services companies or subcontractors or subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this SECTION B2.
2. Athens Services shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Athens Services from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third person against Athens Services or any Athens Services company or subcontractor on account of any occurrence related to this Agreement, Athens Services shall promptly report the facts in writing to the insurance carrier and to City.
3. If Athens Services fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at Athens Services' expense, such insurance as it may deem proper and deduct the cost thereof from any moneys due Athens Services.

SECTION B3 – PUBLIC ACCESS TO ATHENS SERVICES

Athens Services shall maintain and publish a local telephone number and toll free number. Athens Services' regular office hours, at a minimum, shall be from 7:00 a.m. to 5:00 p.m. daily on all collection days that fall on a weekday, Monday through Friday. A designated representative of Athens Services shall be available via both telephone numbers and in person during regular office hours for communication with Customers. During all hours other than

regular office hours, Athens Services shall provide the means by which Customers can call the local telephone number and leave a message. Within 90 days after the effective date of this Agreement, Athens Services shall implement an automatic and web based public access system for Customers.

SECTION B4 – CUSTOMER COMPLAINTS

A. Service Complaints

All Customer complaints shall be directed to Athens Services. Athens Services shall record all complaints received by mail, internet, telephone or in person. Athens Services shall use its best efforts to resolve each complaint by close of business on the second collection day following the date on which such complaint is received.

Athens Services record of each complaint shall list the date the complaint was received, the means by which the complaint was communicated, the complainant's name, service address and mailing address, the nature of the complaint, and when and what action was taken by Athens Services to resolve the complaint. All such records shall be maintained for a period of twenty-four (24) months and shall be available for inspection by the City in accordance with SECTION B8.A below.

B. Notice to Customers of Complaint Procedures

Athens Services shall give notice of the provisions of this Section to current Customers annually during the first billing period immediately following July 1st and to new Customers at the time they apply for service. Each of Athens Services bills to Customers shall include Athens Services contact information, including contact information for complaints.

C. Complaint Resolution Procedures

A Customer dissatisfied with Athens Services' resolution of a complaint may ask the City to review the complaint. To obtain this review, the Customer must file a written request with the City Manager within 30 days after receipt of Athens Services' written response to the complaint or 45 days after submitting the complaint to Athens Services, whichever date occurs first.

The City Manager shall determine if the complaint is justified, and if so, may order that Athens Services pay to the complainant an amount of money that does not exceed one hundred percent (100%) of the rate for the service complained of for the time period covered by the complaint or order Athens Services to provide the service at issue to the Customer.

SECTION B5 – PROTECTION OF CUSTOMER PRIVACY

Athens Services shall not market or distribute mailing lists with the names and addresses of Customers.

Information identifying individual Customer or the composition or contents of a Customer's Solid Waste may only be used by Athens Services in behalf of City in the preparation, participation or assistance in the preparation of any waste characterization study or

waste stream analysis which may be required or necessitated by AB 939, state or Federal laws or regulations, or this Agreement.

SECTION B6 – OWNERSHIP OF SOLID WASTES AND GREEN WASTE

Once Solid Wastes, are placed for collection at curbside, ownership and the right to possession shall transfer directly from the Customer to Athens Services, by operation of law, and not as the result of the Municipal Code or this Agreement. Athens Services shall have the right to retain, compost, dispose of or use Solid Wastes, which it collects in any lawful manner and for any lawful purpose desired by Athens Services and to retain any benefit or profit resulting therefrom.

Notwithstanding the preceding paragraph, or any other provision of this Agreement, Athens Services shall utilize the most cost-effective landfill Disposal Site, Green Waste facility or market for Recyclable Solid Waste. In the determination of "cost-effectiveness", transportation costs will be included in the calculation and analysis.

The City, notwithstanding the previous ownership paragraph, shall have the right to review and approve of all destinations for solid waste as provided for in this Agreement including the most cost effective landfill Disposal Site including transportation costs, Green Waste or compost site or recyclables market. Solid Wastes and Green Waste which are disposed of at a disposal site shall become the property of the owner or operator of the disposal site once deposited there by Athens Services.

SECTION B7 – RECORDS, REPORTS AND INFORMATION REQUIREMENTS

A. General

Athens Services shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, Athens Services agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with applicable laws and regulations currently in effect on the date of this Agreement and to meet the related reporting and Solid Waste program management needs of City. To this extent, such requirements set out in this and other sections of this Agreement shall not be considered limiting or necessarily complete. In particular, this section is intended to only highlight the general nature of records and reports and is not meant to define exactly what the records and reports are to be and their content. Further, with the written direction or approval of City, the records and reports to be maintained and provided by Athens Services in accordance with this and other sections of the Agreement shall be adjusted in number, format, or frequency.

B. Records General

Athens Services shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City in the conduct of City business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained

data/records shall be protected and backed up. All records shall be maintained for five (5) years after the expiration of this Agreement.

Athens Services agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to City and its official representatives during normal business hours. City may review or utilize any of the records described in this section for any purpose whatsoever. Such records include, but are not limited to financial, solid waste, CERCLA and disposal records.

C. Financial Records

Athens Services shall maintain financial records relating to its operations pursuant to this Agreement separate and segregated from such records relating to its other operations.

Athens Services shall maintain at least the following records:

1. Audited financial statements for the Athens Services as a whole; and
2. Statements of revenue and expense, reviewed by auditors, for this Agreement segregated from the other operations of Athens Services (including without limitation those operations of Athens Services in City and surrounding jurisdictions which are not covered by this Agreement), including a description of segregation methodology.

D. Solid Waste Records

Athens Services shall maintain the following records relating to its operations pursuant to this Agreement:

1. Customer services and billing records;
2. Records of tons collected, processed, diverted and disposed by waste stream (Refuse, Recycling, Green Waste), and the facility used for such tonnages (transfer station, MRF, transformation facility or landfill); and
3. Quantity of Recyclable Materials recovered by material type, as well as quantity of material diverted from landfills in compliance with AB 939, and all other applicable state and Federal laws and regulations.

E. CERCLA Defense Records

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste collected in the City was taken for disposal, as well as where it was not taken, to be matters of concern. Athens Services shall maintain data retention and preservation systems which can establish where Solid Waste collected in the City was landfilled (and therefore establish where it was not landfilled) for not less than fifty (50) years following the termination of this Agreement, and

agrees to notify City Manager before destroying such records thereafter. At any time, including after the expiration of the term hereof, Athens Services shall provide copies of such records to City. The requirements of this Section shall survive the expiration of the term of this Agreement.

F. Disposal Records

Athens Services shall maintain records of disposal of all Solid Waste collected in City for the period of this Agreement and all extensions to this Agreement or successor Agreements. In the event Athens Services discontinues providing Solid Waste handling services to City, Athens Services shall provide all records of disposal or processing of all Solid Waste collected in City within thirty (30) days of discontinuing service. Records shall be in chronological and organized form and readily and easily interpreted.

G. Monthly Reports

The information listed below shall be the minimum reported on a monthly basis. The reports shall be delivered to the City by the 15th day of each month for the prior month:

1. Solid Waste collected by Athens Services for the prior month, sorted by type of Solid Waste (Refuse, Recycling Solid Waste, Green Waste) in tons collected and disposed, and the facilities where the tons were processed or disposed.
2. Warning notices issued for contaminated Green Waste containers or notices issued for non-collection during the prior month as well as notices pursuant to Section 4A.4 of the Agreement.
3. Gross receipts received during the prior month by Customer category and calculation of franchise fees due.
4. Summary of customer complaints regarding the services described in Section 3 of the Agreement received by Athens Services during the prior month.
5. Graffiti removal performed, including, if requested by the City, photographs of the graffiti, its location, and other information reasonably required by the City of Glendora Police Department.

H. Annual Reports

The Annual Reports to be delivered to the City by February 15th of each year for the prior year is to be essentially in the form and content of the monthly reports, but shall also include:

1. Report of HHW pickups performed during the prior year, including tonnage information, number of pickups, and materials collected as applicable.
2. Quantity of sharps containers delivered during the prior year.
3. Summary of compost and worm bin sales and receipts during the prior year.

4. Number of e-waste pick-ups during the prior year.
5. Solid Waste Data. A listing of the tonnage from all collection services by Athens Services for the preceding year as mandated by the State of California. All tonnage data should be compared to the corresponding tonnage data from the prior year.
6. Recycling Data. The number of gross tons of Recyclable Material and Recyclable Solid Waste collected during the prior year by material type including recyclable materials collected as part of Bulky Waste as mandated by the State of California. Indicate by material type (and grade where appropriate), annual total of Recyclable Material and Recyclable Solid Waste processed. Indicate annual total and location for Residue disposed. All tonnage data should be compared to the corresponding tonnage data from the prior year period.
7. Green Waste Data. The number of gross tons of Green Waste collected for the preceding year. All tonnage data should be compared to the corresponding tonnage data from the prior year period.
8. Operational Problems and Actions Taken. Indicate instances of property damage or injury caused by Athens Services and poaching or scavenging that becomes known by Athens Services. Include description of Green Waste or Recyclable Material and Recyclable Solid Waste loads rejected, the reason for rejection and the disposition of the load after rejection.
9. Annual Reports. The annual report to the City shall include the data from all monthly reports during the prior year summarized by month and averaged for the year. All annual reports shall include a historical comparison of the preceding year and the average of all years during the Agreement term.

I. Financial Report

The City may, at City's option, review Athens Services' financial reports/statements relating to the City of Glendora for the most recently completed fiscal year in connection with an extraordinary rate adjustment request, billing audit, Franchise Fee audit, or verification of other information required under this Agreement. Prior to permitting the City to review such financial information, Athens Services may require City to execute a reasonable confidentiality agreement. Any review of such financial reports/statements shall take place only during regular business hours and only at Athens Services' regular place of business with forty-eight (48) hours' notice. City shall not be permitted to remove copies of such financial reports/statements from Athens Services' regular place of business.

Financial statements shall include a supplemental combining schedule prepared on a compiled basis showing Athens Services' results of operations, including the specific revenues and expenses in connection with the operations provided for in this Agreement, separated from others included in such financial statements. The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and audited, in

accordance with Generally Accepted Auditing Standards (GAAS) by a certified public accountant (CPA) licensed (in good standing) to practice public accounting in the State of California as determined by the State of California Department of Consumer Affairs Board of Accountancy. The cost for preparation of the financial statements and supplemental combining schedule shall be borne by Athens Services as a direct cost of service.

J. Adverse Information

Athens Services shall provide City copies of all material reports, pleadings, applications, notifications, Notices of Violation, communications or other documents relating to Athens Services' performance of services pursuant to this Agreement, submitted by Athens Services to, or received by Athens Services from, the United States or California Environmental Protection Agency, the California Integrated Waste Management Board, the Securities and Exchange Commission or any other federal, state or local agency, including any federal or state court. Copies shall be submitted to City within 30 days of receipt by Athens Services, or sooner if reasonably apparent that to do so is materially relevant, and any responses by Athens Services shall be submitted to City simultaneously with Athens Services' filing or submission of such matters with said agencies. Athens Services' routine correspondence to said agencies need not be routinely submitted to City, but shall be made available to City promptly upon City's written request.

Any information contained in a writing which Athens Services seeks to be excluded from provisions of the California Public Records Act, Government Code Section 6250 et seq., shall be clearly identified as such by Athens Services with the basis for such exclusion clearly specified thereon. In the event City receives a request under the Public Records Act or by subpoena, City shall be under no obligation to withhold the requested or subpoenaed information; however, City shall notify Athens Services to permit Athens Services to object, at its sole cost, to the release of the information requested or subpoenaed.

K. Additional Reports, Documents and Information

Athens Services shall deliver to City reports, documents and information that are not otherwise required under this or any other section of the Agreement, in such forms and at such times, as the City Manager may in writing reasonably request or require; provided, however, if such reports, documents or information are not prepared by Athens Services in the ordinary course of business or to satisfy the City's reporting requirements pursuant to AB 939 as in effect on the date of this Agreement, the City shall reimburse Athens Services for the reasonable cost of preparing such reports, documents or information.

L. Costs

Except as provided in subsection B7.K above or elsewhere in this Agreement, all reports, documents and information required under this SECTION B7 shall be furnished to City at the sole expense of Athens Services.

SECTION B8 – INSPECTION AND REVIEW OF RECORDS AND BOOKS

A. Right to Inspect Records

City shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Athens Services or its Affiliates that City deems necessary to evaluate annual reports and Athens Services' performance provided for in this Agreement and all source documentation to support tonnage financial and service data on reports or otherwise provided to City. Athens Services shall make all records and documents to be reviewed and inspected by the City as a part of any audit or other record review conducted by the City, available for the City's inspection during regular business hours at Athens Services' regular place of business within twenty-four (24) hours' notice.

B. Review of Books

At the written request of the City Manager, for purposes of verifying that the fees and/or revenues authorized under this Agreement have been accurately calculated/assessed, any Annual Report submitted by Athens Services pursuant to SECTION B7.H above, or at the written request of Athens Services, any Solid Waste payment calculations submitted by City pursuant to SECTION 5.C of the Agreement during the twelve (12) months prior to the request, shall be reviewed, at the expense of the party making the request, by an independent certified public accounting firm mutually agreed upon by the City Manager and Athens Services. If the City Manager and Athens Services fail to mutually agree upon the selection of a certified public accounting firm within forty-five (45) days after the written request is given, the requesting party shall notify the other party in writing of the names of three (3) certified public accounting firm from which said other party shall select one and shall notify the requesting party of its selection not later than fifteen (15) days after receipt of the three names. All records pertaining to the Annual Report or Solid Waste payment calculations shall be made available to the certified public accounting firm at the regular place of business of the party that generated the records, but in no event outside the County of Los Angeles. Should the review reveal an underpayment of two percent (2%) or more of any fee or revenue required by this Agreement, the requesting party shall be reimbursed by the other party for all out of pocket expenses incurred by the requesting party in the performance of the review within twenty (20) days after receipt of a written invoice from the requesting party.

C. Underpayment

Should any review pursuant to SECTION B8.B, above, reveal any underpayment of any fee or revenue required by this Agreement, the amount of such underpayment shall be paid to the underpaid party not later than ten (10) days after written notice thereof is delivered to the other party from the underpaid party together with interest at the rate of ten percent (10%) per annum on the underpayment, with the interest accruing from the date the fee or revenue was first due and owing pursuant to this Agreement.

D. Overpayment

Should any review pursuant to SECTION B8.B, above, reveal any overpayment of any fee or revenue required by this Agreement, the amount of such overpayment shall be reimbursed to the party that made the overpayment not later than ten (10) days after written notice thereof is delivered to the other party from the party that made the overpayment. The amount of the overpayment shall be reimbursed without interest.

E. Failure to Report

The refusal or failure of Athens Services to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Athens Services in such report shall be deemed an event of default as described in SECTION B14 and shall subject Athens Services to all remedies which are available to the City under the Agreement or otherwise.

SECTION B9 – AB 939

A. SRRE Implementation

Athens Services shall implement and monitor AB 939 requirements related to the services it performs under this Agreement throughout the term of the Agreement, in accordance with the integrated waste management programs identified in the City's SRRE.

SECTION B10 – SERVICE REVIEW

To provide for technological advances and regulatory changes in the collection and disposal of Solid Wastes and the recycling of Recyclable Solid Wastes, Athens Services shall deliver a report to City, within sixty (60) days after receiving a written request from the City Manager, which requests shall be made at least twelve (12) months apart, that includes the following information:

- (1) A summary of Solid Waste and recycling services, reported in Solid Waste collection and recycling industry trade journals monitored by Athens Services, that are being commonly provided on an operational basis, excluding tests and demonstrations, to communities in the United States with comparable populations that Athens Services is not regularly providing under this Agreement together with any specific plans for provision of such new services by Athens Services, or a justification indicating why Athens Services believes that such services cannot be feasibly provided in either or both service areas.
- (2) All laws and regulations that pertain to the Solid Waste and recycling services provided under this Agreement that have been enacted since the last service review requested by the City Manager, an assessment as to whether said services and their method of performance under this Agreement are in compliance with said laws and regulations and, as necessary, recommendations for bringing about such compliance.

Not later than sixty (60) days after receiving the report from Athens Services, and at such other times as the City deems appropriate, the City Manager shall notify Athens Services in writing of any Solid Waste and recycling services not then being provided to City that are considered technically and economically feasible by City. City may require Athens Services to provide such services within a reasonable time, at reasonable rates and for reasonable compensation negotiated in good faith by the parties. The rate for any such service shall have a service fee component and, if the service involves the disposal of Solid Waste, a tipping fee component. The tipping fee component shall be based upon the most cost-effective Disposal Site, which shall be determined by the MRF Gate Fee, as that term is defined in this Agreement and hauling costs.

SECTION B11 – INDEMNIFICATION

A. Indemnification of City

Athens Services hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, commissions, officers, employees, and agents (collectively, the “Indemnified Parties”) from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting directly from (1) in whole or in part by any negligent act, willful misconduct or omission of Athens Services, its officers, employees, and companies in performing services under this Agreement; and (2) the failure of Athens Services, its officers, employees, and companies to comply (after notice and an opportunity to cure) in all material respects with the provisions of this Agreement and applicable laws currently in effect on the date of this Agreement (including, without limitation, environmental laws). Athens Services further agrees to and shall, upon demand of City, at Athens Services’ sole cost and expense, defend (with attorneys reasonably acceptable to City) Indemnified Parties against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse the City for any and all reasonable costs and expenses City incurs in providing any such defense before the time Athens Services elects to provide such defense. City shall not be entitled to any reimbursement after Athens Services assumes such defense.

B. Indemnification of Athens Services

City shall indemnify and defend, with counsel reasonably acceptable to Athens Services, Athens Services and its officers, employees, servants and agents from and against any and all costs, expenses, losses, liabilities, judgments, fines, penalties, claims, causes of action and administrative proceedings for bodily injury or death to any person whomsoever and damage to any property whatsoever arising out of, or resulting in any way from, the gross negligence or willful acts of City or any of its officers, employees, servants or agents.

C. Hazardous Substances Indemnification

1. Athens Services specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel reasonably acceptable to City) reimburse, indemnify, and hold Indemnified Parties harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise directly out of any grossly negligent or willful act of Athens Services that results in the improper disposal of any Hazardous Contaminant (as defined herein).

2. Athens Services' obligations pursuant to this Section shall apply, without limitation, to:

a. any Claims brought pursuant to or based on the provisions of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 9601 et seq., the California Hazardous Substances Account Act (California Health & Safety Code Sections 25300 et seq.), the California Hazardous Waste Control Laws (California Health and Safety Code Sections 25100 et seq.), the California Porter-Cologne Act (California Water Code Section 13000 et seq.), and any and all amendments and regulations thereto, and any other Federal, State, regional or local environmental statutory or regulatory provision;

b. any Claims based on or arising out of the ownership, use, lease, sale, design, construction, maintenance or operation by Athens Services of any facility; and

c. any Claims based on or arising out of the marketing, sale, distribution, storage, transportation, disposal, processing or use of any materials recovered by Athens Services.

3. For purposes of this Section, the term "Hazardous Contaminant" shall mean any "hazardous material," as that term is defined under California Health & Safety Code Section 25501(1); any "hazardous substance," as that term is defined herein or under California Health & Safety Code Sections 25281(t), 25501(e), 25501.1 and under Title 42, Section 9601(14) of the United States Code; any "hazardous waste," as that term is defined under Title 42, Section 6093(5) of the United States Code and under California Health & Safety Code Section 25550(m); any chemical which the Governor has identified as a chemical known to the State to cause cancer or reproductive toxicity pursuant to California Health & Safety Code Section 25249.8; any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material.

D. AB 939 Indemnification and Guarantee

Athens Services agrees to and shall defend and hold the City harmless from any fines levied by any applicable agency, including but not limited to the California Department of Resources, Recycling and Recovery (CalRecycle), for the City's failure to meet the landfill diversion requirements of AB939. Athens Services agrees this indemnification guarantee is for the entire waste stream for which the City is held accountable by CalRecycle, and not just the portion of the waste stream that is in fact processed by Athens Services. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine, Athens Services shall be responsible for engaging consultants and/or lawyers to represent the City. Athens Services shall also be responsible for the retention of and payment to any consultants engaged to perform waste diversion studies. Any funds expended by Athens Services for consultants, lawyers, reports, fines, pursuant to this diversion guarantee shall not be passed on to City or customers.

SECTION B12 – CITY'S RIGHTS TO PERFORM DURING EMERGENCY

Should Athens Services, for any reason whatsoever, including a reason set forth in SECTION B13 below, fail to perform any of the services it is obligated to perform under this Agreement for a period of more than five (5) days and Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right during said period of emergency to contract with another solid waste enterprise to collect and transport any or all Solid Waste which Athens Services is obligated to collect and transport pursuant to this Agreement, but which Athens Services is unable to collect and transport. City shall provide twenty-four (24) hours prior written notice to Athens Services during the period of such emergency, before contracting with another solid waste enterprise or other provider of the other services required in this Agreement, to collect and transport any or all Solid Waste which Athens Services would otherwise collect and transport pursuant to this Agreement, and the other services provided in this Agreement, for the duration of the inability of Athens Services to provide such services. In such event Athens Services shall identify sources from which such substitute solid waste services and other services provided in this Agreement are immediately available, and shall reimburse City for all of its expenses for such substitute services.

The City Manager may assess from the cash security required by SECTION B1 above all direct and indirect costs incurred by the City in the collection, transportation and disposal of Solid Wastes, including Recyclable Solid Wastes pursuant to this SECTION B12. During the period of the emergency, Athens Services shall not be entitled to its regular compensation under this Agreement.

SECTION B13 – FORCE MAJEURE

Athens Services shall be excused from performing its obligations pursuant to this Agreement in the event it is prevented from performance by reason of flood, earthquake, other "act of god", fire, civil insurrection, riot, war or enemy action or invasion, malicious mischief or sabotage, act of any governmental entity or court, or other similar event which is beyond the control of, and not the fault of, Athens Services. Labor unrest, including but not limited to, strike, work stoppage or slow down, sick out, picketing or other concerted job action conducted

by Athens Services' employees or directed at Athens Services, for more than five (5) days is not an excuse from performance, and Athens Services shall be obligated to continue to provide service notwithstanding the occurrence of such labor unrest. In the event of labor unrest directed at a third party over whom Athens Services has no control, the inability of Athens Services to make collections due to the unwillingness or failure of the third party to provide reasonable assurances of the safety of Athens Services' employees while making collections or to make reasonable accommodations with respect to receptacle placement and point of delivery, time of collection or other operating circumstances to minimize any confrontation with pickets or the number of persons necessary to make collections shall, to that limited extent, excuse performance, provided that said excuse is conditioned on Athens Services' cooperation in making collections at different times and in different locations.

Athens Services shall give the City notice of the facts constituting any cause listed in this SECTION B13 and of its claim to excuse under this SECTION B13 within 48 hours after Athens Services has notice of such cause. In the event that Athens Services validly exercises its rights under this SECTION B13 the City hereby waives any claim against Athens Services for any damages sustained thereby.

SECTION B14 – DEFAULT AND REMEDIES

A. Breach Subject to Cure

If the City Manager determines that Athens Services is in breach of any material provision of this Agreement, he shall so notify Athens Services in writing, and the notice shall include a reasonable time within which Athens Services may cure the breach. A reasonable time shall be at least fourteen (14) days from receipt by Athens Services of such written notice. The City Manager shall review Athens Services' actions in response to such notice and shall notify Athens Services in writing of his determination as to whether the breach has been cured within the specified time.

Either determination of the City Manager may be appealed by Athens Services to the City Council. The appeal shall identify the grounds for the appeal and shall be filed with the City Clerk within five (5) days after receipt by Athens Services of the written determination from the City Manager. The appeal shall be heard by the City Council within thirty (30) days after it is filed. The City Clerk shall give Athens Services, and any other person requesting the same, ten (10) days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the report of the City Manager regarding the appeal and shall give Athens Services, or its representatives, and any other interested persons, a reasonable opportunity to be heard. At the conclusion of the hearing, the City Council, in its sole and complete discretion, shall act to affirm, modify or reverse the determination of the City Manager. Athens Services' performance under the Agreement shall not be excused during the period of time prior to the action of the City Council.

B. Events of Default

Each of the following shall constitute an event of default ("event of default") hereunder:

- (1) Athens Services has practiced, or has attempted to practice, any fraud or deceit upon City, as found by a court of competent jurisdiction.
- (2) Athens Services becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of Athens Services in a bankruptcy proceeding.
- (3) Athens Services willfully violates any order or ruling of any regulatory agency having jurisdiction over Athens Services relative to the Agreement, provided that if Athens Services contests any such order or ruling by appropriate proceedings conducted in good faith, no breach of the Agreement shall be deemed to have occurred until a finding by the regulatory agency of a willful violation becomes final.
- (4) Athens Services, for any reason whatsoever, except a reason set forth in SECTION B13 above, fails to provide collection service as required under this Agreement to any portion of either service area for a period of more than three (3) days.
- (5) Athens Services fails to cure the breach of any material provision of this Agreement within the time set in a written notice given pursuant to subsection A above or, if Athens Services cannot reasonably cure the breach within the time set forth in such notice, Athens Services fails to commence to cure such breach within the time set forth in such notice and thereafter diligently prosecute the cure to completion.

C. Right to Terminate or Impose Liquidated Damages Upon Default

Upon an event of default by Athens Services, after any required notice and any required cure period, the City Council shall have the right to terminate this Agreement and/or assess liquidated damages as provided in SECTION B15 below, without the need for any hearing, suit or legal action. The City shall provide Athens Services with written notice of the termination and/or assessment.

SECTION B15 – LIQUIDATED DAMAGES

The parties acknowledge that consistent, reliable Solid Waste handling service is of utmost importance to City and that City has considered and relied on Athens Services' representations as to its quality of service commitment in entering this Agreement with it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Athens Services fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such breaches as an event of default under SECTION B14, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for

such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Athens Services
Initial Here MA

City
Initial Here JM

Athens Services agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

1. Collection Reliability

- a) For each failure to commence service to a new Customer account within seven (7) days after order: \$50.00
- b) For each failure to collect Solid Waste from any established Customer account on the scheduled collection day and not collected within the period described in Section 4.F of this Agreement: \$50.00
- c) For each failure to collect Solid Waste, which has been properly set out for collection, from the same Customer on two (2) consecutive scheduled pickup days(whether or not pickup is later remedied per Section 4.F): \$150.00

2. Collection Quality

- a) For each occurrence of failure to properly return empty containers to avoid pedestrian or vehicular traffic impediments or to place cans upright with lids secured: \$25.00
- b) For each occurrence of collecting Solid Waste during unauthorized hours: \$150.00
- c) For each occurrence of damage to private property: \$150.00
- d) For each failure to clean up Solid Waste spilled from Solid Waste containers within 90 minutes: \$150.00

3. Customer Responsiveness

- a) For each failure to initially respond to a Customer complaint within one (1) business day, and for each additional day in which the complaint is not addressed: \$250.00
- b) For each failure to process Customer complaints to City as required by SECTION B4: \$150.00
- c) For each failure to carry out responsibilities for establishing service to an individual resident: \$150.00
- d) For each failure to notify City within 24 hours from the time Athens Services has remedied a complaint forwarded by City: \$10.00
- e) For each failure to remove graffiti from containers, or to replace with containers bearing no graffiti, within two business days of request from City or Customers: \$25.00 per day
- f) For each failure to process a claim for damages within thirty (30) days from the date submitted to Athens Services: \$50.00
- g) For each failure to remove graffiti within twenty-four (24) hours of notice from the City received by Athens Services on Monday through Saturday or within forty-eight (48) hours of notice from the City received by Athens Services on Sunday: \$50.00

4. Timeliness of Submissions to City

Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily liquidated damage amount shall be:

- a) Monthly Reports: \$100 per day
- b) Annual Reports: \$350 per day

City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints.

Prior to assessing liquidated damages, City shall give Athens Services notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Athens Services may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Athens Services may, within ten (10) days after receiving the notice, request a meeting with City. Athens Services may present

evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. City will provide Athens Services with a written explanation of its determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of City shall be final.

City may assess liquidated damages for each calendar day or event, as appropriate, that Athens Services is determined to be liable in accordance with this Agreement.

Athens Services shall pay any liquidated damages assessed by City within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against the performance bond required by the Agreement or find Athens Services in default and terminate this Agreement pursuant to SECTION B14, or both.

SECTION B16 – CITY'S ADDITIONAL REMEDIES

In addition to the remedies set forth in SECTION B14 above, City shall have the following rights:

- (a) To license, or contract with, others to perform the services otherwise to be performed by Athens Services under this Agreement, or to perform such services itself.
- (b) To obtain damages at law and/or injunctive relief in equity. Both parties recognize and agree that in the event of a breach of any material provision of this Agreement by Athens Services, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief to enforce the provisions of the Agreement and to enjoin the breach thereof.

SECTION B17 – NO BUSINESS LICENSE REQUIRED

Notwithstanding any other provision of this Agreement or any provision of the Glendora Municipal Code to the contrary, Athens Services shall not be required to possess any business license issued by the City, nor shall it be required to pay any license tax collected by the City, in order to perform the services required by this Agreement.

SECTION B18 – PROPOSITION 218 AND PROPOSITION 26 NOT APPLICABLE

The Parties agree that the rates to be charged by Athens Services to Customers are set by Athens Services as a private contractor in the market place. The City's role with respect to rate setting is to establish rate ceilings for the protection of Customers given the exclusive status afforded Athens Services by this Agreement and given the nature of the services it is to provide. Accordingly, the Parties agree that this Agreement shall be construed to maintain the status of the rates Athens Services chooses to charge its Customers as privately-established rates and not as property-related fees within the scope of Article XIII D of the California Constitution or taxes within the scope of Articles XIII A and XIII C and XIII C Section 1 subd. e of the California Constitution.

EXHIBIT C
RATE AND FEE SCHEDULE
EFFECTIVE SEPTEMBER 1, 2014

I. Residential Properties

A. Basic Rates	<u>Net Rate</u>	<u>City Fees</u>	<u>Total Rate</u>
Single dwelling unit	24.90	2.65	27.55
Duplex	48.92	5.20	54.12
Triplex	73.00	7.76	80.76
Per apartment	16.36	1.73	18.09
Apartment scout	25.06	2.66	27.72
Residential curb scout	46.16	4.91	51.07
Residential yard scout	55.70	5.91	61.61
Bin 1.5 yard IX	112.60	11.96	124.56

Bin 3 yard IX	147.46	15.66	163.12
Bin 3 yard 2X	234.68	24.92	259.60
Bin 3 yard 6X	518.05	55.01	573.06
Scout bin 1.5 yard IX	143.36	15.23	158.59
Scout bin 1.5 yard 2.X	230.88	24.52	255.40
Scout bin 3 yard IX	178.27	18.94	197.24
Scout bin 3 yard 2X	296.22	31.46	327.68
Scout bin 3 yard 3X	371.91	39.50	411.41

B. Non-Basic Rates

Bin apartment rental	40.48	4.30	44.78
Scout bin apartment rental	68.18	7.24	75.42
Curb manure	19.92	2.11	22.03

II. Non-Residential properties

A. Basic Rates

Bin 1.5 yard IX	111.73	11.86	123.59
Bin 1.5 yard 2X	174.56	18.54	193.10
Bin 1.5 yard 3X	226.90	24.10	251.00
Bin 1.5 yard 4X	276.72	29.39	306.11
Bin 1.5 yard 5X	322.30	34.23	356.53
Bin 1.5 yard 6X	377.27	40.07	417.34
Bin 3 yard IX	146.65	15.57	162.22
Bin 3 yard 2X	233.82	24.83	258.65
Bin 3 yard 3X	317.55	33.73	351.28
Bin 3 yard 4X	397.82	42.25	440.07
Bin 3 yard 5X	471.13	50.04	521.17
Bin 3 yard 6X	554.84	58.92	613.76
Scout bin 1.5 yard IX	142.51	15.14	157.65

Scout bin 3 yard IX	177.39	18.84	196.23
Scout bin 3 yard 2X	295.36	31.37	326.73
Scout bin	394.76	41.92	436.68

B. Non-Basic Rates

Roll off	644.13	68.40	712.53
CC 1 can	37.14	3.95	41.09
CC 2 can	59.12	6.28	65.40
CC 3 can	80.31	8.53	88.84
CC4 can	100.55	10.68	111.23
CC 5 can	119.03	12.64	131.67
CC 6 can	137.59	14.61	152.20
3 Yd Temp	138.57	14.71	153.28
X-dumps	49.54	5.26	54.80
Plastic Liners	25.00	2.66	27.66
Bin Lock Lids	27.50	2.92	30.42
Storage Box Delivery	100.00	10.62	110.62
Stand By	95.00	10.09	105.09
Bin Wash Out	56.00	5.95	61.95
Bin Go Back	56.00	5.95	61.95
Relocate Roll-off	55.00	5.84	60.84
Roll-off Dead Run	90.00	9.56	99.56
Demurrage / Day	12.00	1.27	13.27
Compactor Wash Out	185.00	19.65	204.65
Storage Box	100.00	10.62	110.62
Residential Go Back	20.00	2.12	22.12
Residential Go Back Dead Run	20.00	2.12	22.12
Bin Exchange	64.00	6.80	70.80

Bin Exchange with Metal Lids	75.00	7.97	82.97
Transportation Services	110.00	11.68	121.68

III. Other Rate Provisions

A. Commencing September 1, 2014, and continuing through August 31, 2024, the ratepayers for the Residential Properties Basic Rate for single dwelling units shall receive an annual \$10.75 credit from Athens Services, credited to the customers in quarterly installments and reflected in the customer's quarterly invoice.

B. Commencing September 1, 2014, and continuing until August 31, 2019, Athens Services shall pay to the City a monthly Environmental Administrative Fee in the amount of \$28,755.00.

C. Commencing September 1, 2019, and continuing until August 31, 2024, Athens Services shall pay to the City a monthly Environmental Administrative Fee in the amount of \$47,655.00.

D. Commencing July 1, 2015, and continuing through August 31, 2024, subject to City Council approval, the Franchise Fee, which is passed through to Customers, shall be established at eleven percent (11%) of the net rates charged by Athens Services.

E. The hourly rate for driver and collection vehicle to assist in emergencies shall be \$125, plus actual processing and disposal costs.

EXHIBIT D

RATE ADJUSTMENT

SECTION D1 – ANNUAL MAXIMUM RATE ADJUSTMENTS

Section D1.1 Adjustment Request

Athens Services may request an adjustment to the maximum permitted rates annually, to be effective each July 1. Athens Services shall submit its request in writing, to be received by City in person or via certified mail, by the preceding March 1. The request shall be based on the method of adjustment described in this Section D1 of Exhibit D. Failure to submit a written request by March 1 shall result in Athens Services waiving the right to request such an increase for that year.

Annual adjustment to the maximum rates calculated in accordance with this Section D1 is subject to the approval of the City Council.

Section D1.2 Cost Components

The approved Athens Services compensation consists of the following cost components, each adjusted by the change in the corresponding rate adjustment factor.

Rate Adjustment Factors and Initial Weightings

Cost Component	Initial Weighting	Rate Adjustment Factor
Landfill Disposal	13%	Actual per ton gate rate charged to Athens Services by the landfill
All Other	87%	Consumer Price Index for Los Angeles-Riverside-Orange County, CA, All items, Not Seasonally Adjusted, CUUSA421SA0 ("CPI")
Total	100%	

Section D1.3 Rate Adjustment Steps

All rates will be adjusted using the cost component weightings identified above.

Step One – Calculate the percentage increase or decrease in each rate adjustment factor listed in Section D1.2 as follows:

Landfill Disposal Change - Measured as the change in the landfill gate rate to be charged on the effective date of the rate adjustment as compared to the gate rate charged the previous July 1. As long as Athens uses the San Bernardino County landfill system to dispose of the City of Glendora's waste, the landfill gate rate shall be the contract rate paid by Athens for the use of the San Bernardino County landfills.

All Other Change - The change in CPI shall be measured as the annual average indices for the twelve (12) months ended the July preceding the effective date of the rate adjustment verses the annual average indices for the twelve months ended the July twelve (12) months before that date (May through April) for All Urban Consumers in the Los Angeles/Anaheim/Riverside area, or an equivalent index approved by mutual agreement in the event the CPI as described above is no longer published. The percentage change in the rates per the CPI adjustment effective only for July 1, 2015 shall be calculated as determined by the percentage change, increase or decrease, in the CPI for the preceding twenty four month period (May through April) less one and 34/100% (1.34%). In the event the CPI for the 24 month period (May through April) preceding July 1, 2015 is less than 1.34%, the difference in the CPI and 1.34% shall be deducted from the CPI adjustment for July 1, 2016. (For example: If the CPI for the 24 month period (May through April) preceding July 1, 2015 is 1.0%, the rate adjustment effective July 1, 2015 is calculated as $1.0\% - 1.34\% = -0.34\%$. There is no rate adjustment, increase or decrease effective July 1, 2015, and the rates shall remain the same. If the CPI for the 12 month period (May through April) preceding July 1, 2016 is 2.0%, the rate adjustment effective July 1, 2016 is calculated as $2\% - 0.34\% = 1.66\%$. An additional example: If the CPI for the 24 month period (May through April) preceding July 1, 2015 is 3.0%, the rate adjustment effective July 1, 2015 is calculated as $3.0\% - 1.34\% = 1.66\%$). After July 1, 2015, the change in CPI shall be measured as the annual average indices for the twelve (12) months ended the July preceding the effective date of the rate adjustment verses the annual average indices for the twelve months ended the July twelve (12) months before that date (May through April) for All Urban Consumers in the Los Angeles/Anaheim/Riverside area, or an equivalent index approved by mutual agreement in the event the CPI as described above is no longer published.

Step Two – The cost component weightings as a percentage of total costs for the first rate adjustment are provided in Section D1.2 above, with cost component weightings for subsequent years calculated in Step Four of the rate adjustment. For Step Two of each subsequent rate adjustment, use the cost components recalculated in Step Four during the previous rate adjustment.

Multiply the percentage changes for each rate adjustment component by that component's weighting and add these resulting percentages together to get the total weighted change to the rates.

Step Three – Multiply the total weighted percent change from Step Two by the existing rates to calculate the increase or decrease to the maximum rates. Add the rate increase or decrease to the existing rates to derive the newly adjusted rates.

Step Four – Recalculate weightings for the following year based upon these changes.

Section D1.4 Example Rate Adjustment Calculation

Step One: Calculate percentage change in indices

Row	Adjustment Factor	Index	A	B	C
			Old Index Value	New Index Value	Percent Change in Index ((Column B/ Column A) - 1)
1	Landfill Disposal	(1)	\$ 28.86	\$ 29.44	2.01%
2	All Other	(2)	236.648	240.001	1.42%

Step Two: Determine components

Row	Adjustment Factor	Index	D	E	F
			Cost Component Weighting (3)	Percent Change in Index (from Column C)	Total Weighted Change (Columns D x E)
3	Landfill Disposal	(1)	13.00%	2.01%	0.26%
4	All Other	(2)	87.00%	1.42%	1.24%
5	Total		100.00%		1.50%

Step Three: Apply percentage change to all rates (example rates shown below)

Row	Example Rate Categories	G	H	I	J
		Current Customer Rate	Total Weighted Percentage Change (from Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
6	Single Dwelling Units	\$ 24.90	1.50%	\$ 0.37	\$ 25.27
7	Res. Bin 1.5 yd. 1x week	\$ 112.60	1.50%	\$ 1.69	\$ 114.29
8	Com. Bin 1.5 yd. 1x week	\$ 111.73	1.50%	\$ 1.68	\$ 113.41
9	Scout Bin 1.5 yd. 1x week	\$ 142.51	1.50%	\$ 2.14	\$ 144.65
10	Com. 1 Can	\$ 37.14	1.50%	\$ 0.56	\$ 37.70
11	Locking Lid	\$ 12.00	1.50%	\$ 0.18	\$ 12.18
12	Roll-Off Box	\$ 644.43	1.50%	\$ 9.67	\$ 654.10
13	3 yd. Temp Service	\$ 138.57	1.50%	\$ 2.08	\$ 140.65
14	Extra dump	\$ 49.54	1.50%	\$ 0.74	\$ 50.28

Step Four: Re-weight cost components

Row	Adjustment Factor	Index	K	L	M	N	O
			Cost Component Weightings (Column D)	Percent Change in Index (Column E)	Change in Cost Component Weightings (Column K x Column L)	Adjusted Cost Component Weightings (Column K + Column M)	Cost Components Reweighted to Equal 100% (Column N Row divided by Column N Total)
15	Landfill Disposal	(1)	13.00%	2.01%	0.26%	13.26%	13.06%
16	All Other	(2)	87.00%	1.42%	1.24%	88.24%	86.94%
17	Total		100.00%			101.50%	100.00%

(1) Actual change in gate rate charged to Athens Services.

(2) Consumer Price Index for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, CUUSA421SA0.

(3) First year based on percentages provided in this Section 01. After the first adjustment, this column comes from Column O of the previous year's rate adjustment worksheet.

Section D1.5 Rate Reductions

In the event the rate calculation results in a reduction, the City may implement the reduction whether or not Athens Services has submitted a request. If for any reason a calculated rate reduction is not implemented, future rate increases shall be offset by the amount of the waived reduction.

SECTION D2 – EXTRAORDINARY RATE ADJUSTMENT REQUEST

Athens Services may request an adjustment to maximum rates in the event of extraordinary changes in the cost of providing service under this agreement. Extraordinary rate adjustments may be requested no more than once per year.

For each request for an adjustment to the maximum rates that Athens Services may charge customers brought pursuant to this section, Athens Services shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Athens Services in preparing the estimate.

City may request appropriate supporting information in connection with the City's review of Athens Services' rate adjustment request. City shall review Athens Services' request and, in City's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment.

EXHIBIT E

CITY FACILITIES SERVICE

Location/Function	No.	Size	Frequency
City Hall/Refuse	2	3 yard	2x/week
City Hall/Mixed Paper	1	3 yard	As needed
City Street Yard, Loraine/Refuse	1	3 yard	1x/week
City Street Yard, Loraine/Refuse	2	40 yard	As needed
Water Dept. Sierra Madre/Refuse	1	3 yard	1x/week

	1	1.5 yard	1x/week
Water Dept. Sierra Madre/Mixed paper	1	3 yard	As needed
Water Dept., Sierra Madre/Green Waste	1	3 yard	1x/week
Glen Oaks Golf Course/Green Waste	1	40 yard	As needed
Glen Oaks Golf Pro Snack Bar/Refuse	1	3 yard	1x/week
Finkbiber Park/Refuse	4	3 yard	1x/week
Finkbiber Park/Green Waste	1	3 yard	2x/week
Gladstone Park/Refuse	3	3 yard	1x/week
Gladstone Park/Green Waste	1	3 yard	2x/week
Centennial Heritage Park/Refuse	1	3 yard	1x/week
Centennial Heritage Park/Green Waste	1	3 yard	1x/week
Park Maintenance Yard/Refuse	1	3 yard	1x/week
La Fetra Center/Refuse	1	3 yard	1x/week
La Fetra Center/Green Waste	1	3 yard	1x/week
Glendora Museum/Refuse	1	3 yard	1x/week
Transportation Center/Refuse	1	3 yard	1x/week
C.L. Equestrian Park/Refuse	1	3 yard	1x/week
C.L. Equestrian	1	3 yard	1x/week
Glendora Village Sidewalk Trash Containers between Bennett and Foothill/Refuse	As exist	Decorative Trash Containers	2x/week or as needed

EXHIBIT F

Intentionally left blank

EXHIBIT G

Annually Renewable Performance Bond

BOND # _____

KNOW ALL MEN BY THESE PRESENTS: That _____
(hereinafter called the Principal), and _____ (hereinafter
called the Surety), are held and firmly bound unto _____
(hereinafter called the Obligee), in the full and just sum of _____
Dollars _____, the payment of which sum, well and truly to be made, the said
Principal and Surety bind themselves, and each of their heirs, administrators, executors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the ____ day of _____, 2006
entered into an Agreement with the Obligee for
_____ for a period of _____ years which
Agreement is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said
Agreement for a period of one year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if
the Principal shall well and truly perform each and every obligation in said Agreement at the
lime and in the manner specified during the term of this bond, and shall reimburse said Obligee
for any loss which said Obligee may sustain by reason of failure or default on the part of said
Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

1. This bond is for the term beginning _____ and ending _____.
The bond may be extended for additional terms at the option of the surety, by
continuation certificate executed by the Surety. Neither non-renewal by the
surety, nor failure, nor inability of the Principal to file a replacement bond shall
constitute a loss to the Obligee recoverable under this bond.
2. In the event of default, the Surety will have the right and opportunity, at its sole
discretion, to: a) cure the default; b) assume the remainder of the Agreement and
to perform or sublet same, c) or to tender to the Obligee funds sufficient to pay
the cost of completion less the balance of the Agreement price up to an amount
not to exceed the penal sum of the bond. In no event shall the Surety be liable for
fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had
or maintained against the Surety on this instrument unless same be brought or

EXHIBIT H
STREET SWEEPING

I. SCOPE OF WORK

Furnish all labor, equipment, materials, and supervision to perform street sweeping maintenance as described herein including, but not limited to, the following:

Using a modern regenerative air street sweeper, thoroughly sweep each improved street in the City on a weekly basis per the schedule set forth in the schedule maps attached hereto.

II. DEFINITIONS

- a. Curb-to-Curb - area within the curb limits of the street including medians, intersections, and street ends.
- b. Holiday - all days observed by the City as holidays including: New Year's Day, Martin Luther King Jr Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving (including the following Friday), Christmas Eve & Christmas Day, New Year's Eve.
- c. Inclement Weather - weather conditions that prohibit the effective operation of sweeping operations.
- d. Debris - litter, rubbish, leaves, sand, dirt, garbage, and other foreign material.
- e. Street – all paved dedicated public rights-of-way within the existing or future corporate limits of the City and private streets.
- f. Re-sweep - sweep required when previous sweeps are deemed by the City to be below standard or when a street or sections of a street are missed during regularly scheduled operation.
- g. Special Sweep - sweep involving unusual conditions such as traffic hazards, parades, and similar events. If appropriate, prior approval from the City Manager or designee is required.
- h. Travel Speed - sweeper operator must maintain a speed of no more than six miles per hour while the sweeping broom is lowered in the operating position.

III. WORKING HOURS

All sweeping activities shall be completed by 1:30 PM, Monday through Friday unless prior approval is given by the City Manager or designee. Typically sweeping occurs no earlier than 1:30 AM.

Approval of Athens Services schedule will be at the reasonable discretion of the City.

IV. LEVEL OF MAINTENANCE

All work shall be performed in accordance with the highest maintenance standard. Standards, schedules, and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the sites. Due to different street widths throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper, in many cases, to ensure curb-to-curb coverage of the street. Streets with raised medians (commercial and residential) shall have their curb-gutter perimeter swept, including turnouts. Street grade striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations. Each street shall be swept clean to the adjacent property line. Swept clean means minimal debris residual or tailings. Any sweeper used must not blow debris onto private property nor drain water onto the street from the rear hopper. Sweeper shall travel with the direction of traffic at all times. A significant number of City streets are posted no parking for street sweeping during designated hours on various days of the week. It is imperative that Athens Services maintain a firm schedule for sweeping posted streets, as Athens Services is required to coordinate sweeping operations with City.

Athens Services is required to sweep parking lots identified on the schedule maps attached hereto, including City Hall, adjacent to streets along the scheduled route. Athens Services is required to correct deficiencies within the time specified by the City.

Athens Services shall perform Special Sweeps "free-of charge" at the request of the City. These Special Sweeps are not Re-sweeps of an area not done properly but rather an additional sweep that is not part of the regular schedule. These may be used to clean before and after traffic hazards, parades, and similar events, or for any reason that the City chooses; provided that these Special Sweeps shall be limited to fifteen occurrences on an annual basis.

Athens Services shall perform Inclement Weather sweeps "free-of charge" at the request of the City. These sweeps are not Re-sweeps of an area not done properly but rather an additional sweep that is not part of the regular schedule. If, in the reasonable judgment of the City, the level of maintenance is less than that specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein and after appropriate notice and a twenty four (24) hour opportunity to cure, impose liquidated damages in the amount of \$500 per day for each day until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between Athens Services and the City.

V. SUPERVISION OF CONTRACT

All work shall meet with the approval of the City's Public Works Department. There shall be a minimum of one quarterly meeting with the Athens Services and the City representative to determine progress and to establish areas needing attention. A status report of activities performed and maintenance issues addressed by Athens Services will be submitted in writing to the City upon request by the City.

Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Athens Services, and corrected in a satisfactory manner as set forth in the specifications.

VI. RECORDS AND SCHEDULE

Athens Services shall keep accurate records concerning all of its employees or agents and provide the City with names and telephone numbers of emergency contact employees.

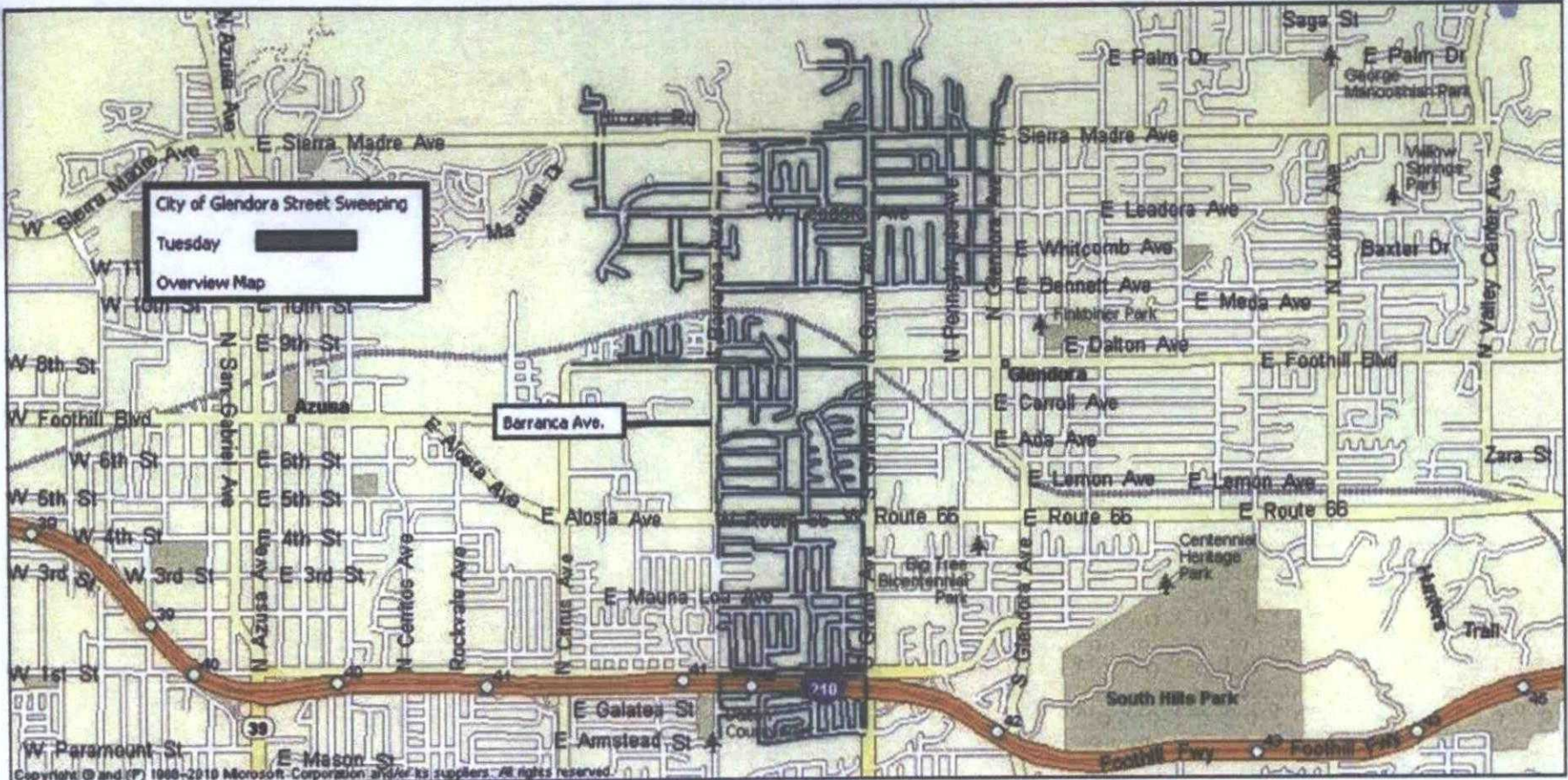
VII. EMERGENCY SERVICES

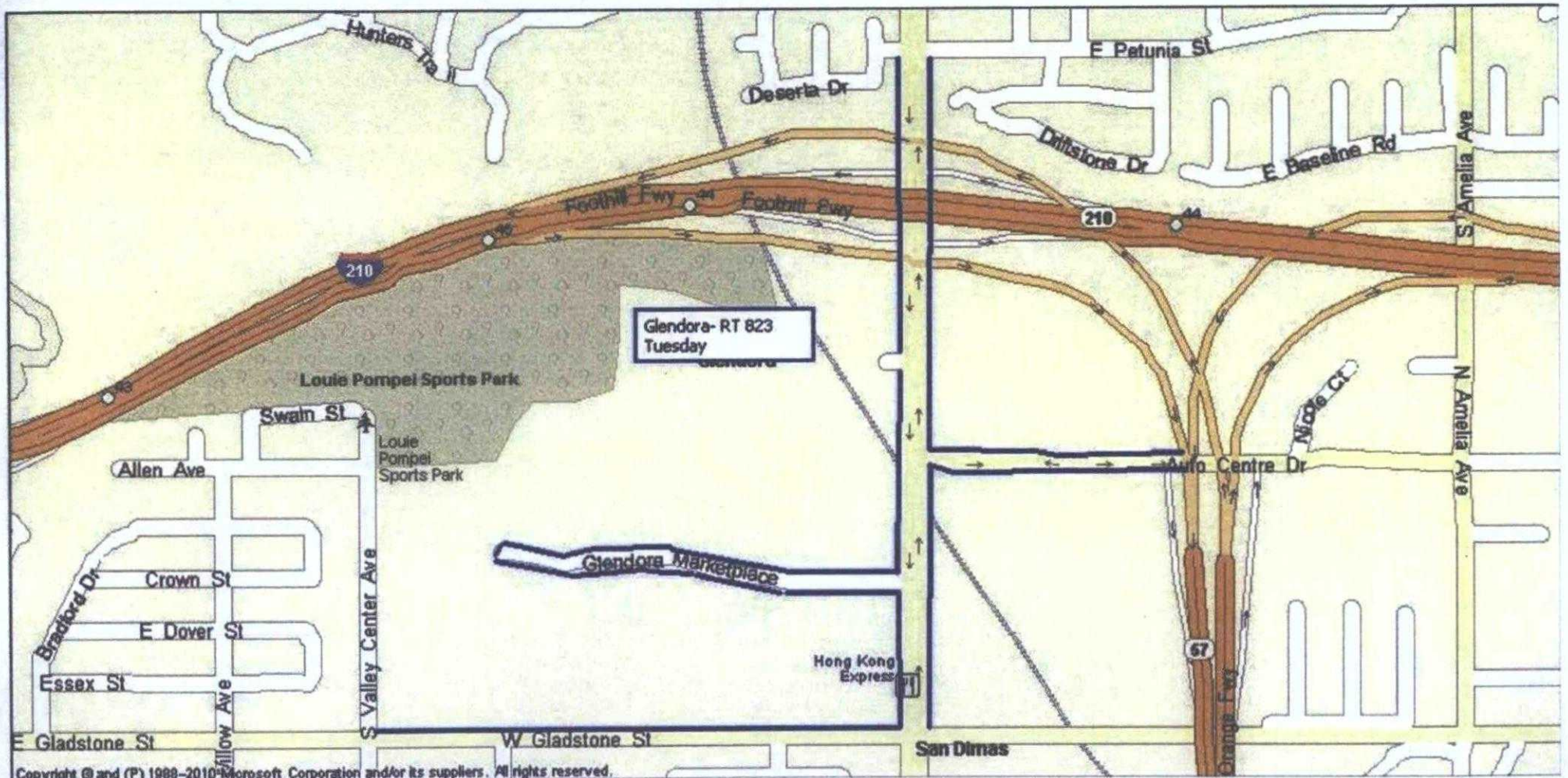
Athens Services will provide the City with names and telephone numbers of at least two qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when Athens Services' normal work force is not present in the City. These Athens Services representatives shall respond to said emergency within ninety (90) minutes from receiving notification.

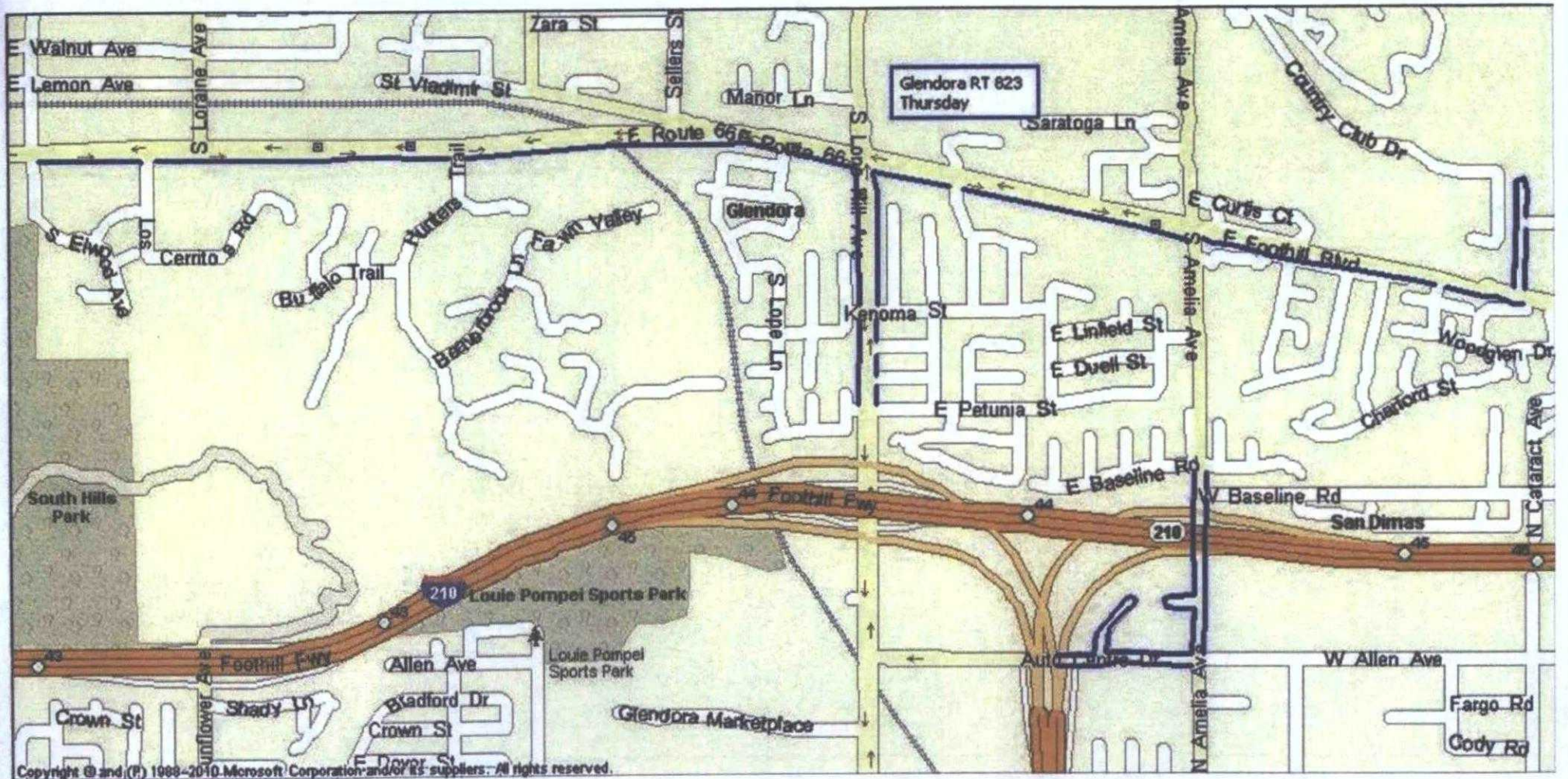
VIII. PERFORMANCE DURING INCLEMENT WEATHER

During the periods when Inclement Weather hinders normal operations, Athens Services shall adjust its work force in order to accomplish those activities that are not affected by weather.

Exhibit H
Street Sweeping Maps







City of Glendora List of Alleys		Service day
1	E/O Pennsylvania between Sierra Madre and Virginia	1st Tuesday
2	N/O Virginia between Pennsylvania and Vermont	1st Tuesday
3	E/O Vermont between Sierra Madre and s'ly alley	1st Tuesday
4	N/O Virginia between Vermont and Glendora	1st Tuesday
5	E/O Vista Bonita between Sierra madre and s'ly alley	1st Wednesday
6	N/O Virginia between Vista Bonita and Wabash	1st Wednesday
7	E/O Pennsylvania between Virginia and s'ly alley	1st Tuesday
8	N/O Leadora between Pennsylvania and Vermont	1st Tuesday
9	E/O Vermont between Virginia and s'ly alley	1st Tuesday
10	N/O Leadora between Vermont and Glendora	1st Tuesday
11	E/O Glendora between Virginia and s'ly alley	1st Wednesday
12	N/O Leadora between Glendora and Vista Bonita	1st Wednesday
13	E/O Vista Bonita between Virginia and s'ly alley	1st Wednesday
14	N/O Leadora between Vista Bonita and Wabash	1st Wednesday
15	E/O Wabash between Virginia and Leadora	1st Wednesday
16	N/O Leadora between Wabash and e'ly alley	1st Wednesday
17	E/O Pennsylvania between Leadora and s'ly alley	1st Tuesday
18	N/O Whitcomb between Pennsylvania and Vermont	1st Tuesday
19	E/O Vermont between Leadora s'ly alley	1st Tuesday
20	N/O Whitcomb between Vermont and Glendora	1st Tuesday
21	E/O Glendora between Leadora and s'ly alley	1st Wednesday
22	N/O Whitcomb between Glendora and Vista Bonita	1st Wednesday
23	E/O Bista Bonita between Leadora and s'ly alley	1st Wednesday
24	N/O Whitcomb between Vista Bonita and Wabash	1st Wednesday
25	E/O Wabash between Leadora and s'ly alley	1st Wednesday
26	N/O Whitcomb between Wabash and Minnesota	1st Wednesday
27	E/O Minnesota between Leadora and Whitcomb	1st Wednesday
28	E/O Pasadena between Leadora and Whitcomb	1st Wednesday
29	E/O pennsylvania between Whitcomb and s'ly alley	1st Tuesday
30	N/O Bennet between Pennsylvania and Vermont	1st Tuesday
31	E/O vermont between Whitcomb and s'ly alley	1st Tuesday
32	N/O Bennett between Vermont and Glendora	1st Tuesday
33	E/O Glendora between Whitcomb and s'ly alley	1st Wednesday
34	N/O Bennett between Glendora and Vista Bonita	1st Wednesday
35	E/O Bista Bonita between Whitcomb and s'ly alley	1st Wednesday
36	N/O Bennett between Vista Bonita and Wabash	1st Wednesday
37	N/O Meda between Pennsylvania and Vermont	1st Wednesday
38	N/O Meda between Vermont and Glendora	1st Wednesday
39	N/O Meda between Glendora and Vista Bonita	1st Wednesday
40	N/O Meda between Vista Bonita and Wabash	1st Wednesday
41	N/O Meda between Wabash and Minnesota	1st Wednesday
42	S/O Mountain View between Pennsylvania and w'ly end	1st Wednesday
43	N/O Foothill between Pennsylvania and Vermont	1st Wednesday
44	E/O Pennsylvania between S/O Mountain View and s'ly alley	1st Wednesday

45	S/O Meda between Vermont and Glendora	1st Wednesday
46	N/O Foothill between Vermont and Glendora	1st Wednesday
47	E/O Vermont between N/O Foothill and n'ly end	1st Wednesday
48	E/O Glendora between Meda and s'ly alley	1st Wednesday
49	N/O Foothill between Glendora and Vista Bonita	1st Wednesday
50	S/O Meda between Vista Bonita and Wabash	1st Wednesday
51	N/O Foothill between Vista Bonita and Wabash	1st Wednesday
52	E/O Vista Bonita between N/O Foothill and n'ly alley	1st Wednesday
53	S/O Meda between Wabash and Minnesota	1st Wednesday
54	W/O Washington between Foothill and s'ly alley	1st Wednesday
55	E/O Washington between S/O Foothill and MTA R/W	1st Wednesday
56	S/O Foothill between Washington and w'ly alley	1st Wednesday
57	S/O Foothill between Washington and Pennsylvania	1st Wednesday
58	E/O Washington between Carroll and n'ly alley	1st Wednesday
59	S/O Foothill between Pennsylvania and Vermont	1st Wednesday
60	E/O Pennsylvania between Carroll and n'ly alley	1st Wednesday
61	E/O Vermont between Carroll and n'ly end	1st Wednesday
62	E/O Vista Bonita between Carroll and n'ly alley	1st Wednesday
63	S/O Foothill between Vista Bonita and Wabash	1st Wednesday
64	E/O Wabash between Carroll and n'ly alley	1st Wednesday
65	S/O Foothill between Wabash and Minnesota	1st Wednesday
66	W/O Vermont between Carroll and Vermont	1st Wednesday
67	E/O Vermont between Carroll and s'ly end	1st Wednesday
68	E/O Glendora between Carroll and Ada	1st Wednesday
69	E/O Vista Bonita between Carroll and Ada	1st Wednesday
70	E/O Wabash between Carroll and Ada	1st Wednesday
71	N/O Gladstone between Bradford and Willow	1st Monday
72	N/O Gladstone between Willow and Valley Center	1st Monday
Alleys not on contract list		
73	E/O Grand between Carter and Fleetwood	1st Monday
74	N/O Plymouth between Sunflower and Grammont	1st Monday
75	E/O Burnaby between Heather and Gladstone	1st Monday
76	E/O Glendora between Ada and Walnut	1st Wednesday
77	E/O Vista Bonita between Ada and Walnut	1st Wednesday
78	E/O Glendora between Walnut and Lemon	1st Wednesday
79	E/O Loraine between Foothill and Carroll	1st Friday

City of Glendora Foothill Transit Bus Stop List

Street	Cross Street	Location	Corner Pos.	Items	Emptied	Year Installed	Route(s)
Route 66	Vecino Dr.	Near-side	S/W Corner	Can	Weekly	2005	187 EB
Route 66	Grand Ave.	Far-side	S/E Corner	Bench/Can	Weekly	2002	187 EB
Route 66	Vermont Ave.	Far-side	S/E Corner	Bench/Can	Weekly	2005	187 EB
Route 66	Glendora Ave.	Near-side	S/W Corner	Bench/Can	Weekly	2004	187 EB
Route 66	Pasadena Ave.	Near-side	S/W Corner	Bench/Can	Weekly	2003	187 EB
Route 66	Elwood Ave.	Far-side	S/E Corner	Bench/Can	Weekly	2002	187 EB
Route 66	Loraine Ave.	Mid-block	South	Bench/Can	Weekly	2002	187 EB
Route 66	Hunters Trail	Near-side	S/W Corner	Bench/Can	Weekly	2005	187 EB
Route 66	Lope Ln.	Far-side	S/E Corner	Can	Weekly	2002	187 EB
Route 66	Lone Hill Ave.	Far-side	S/E Corner	Bench/Can	Weekly	Replaced 2010	187 EB
Foothill Blvd.	Amelia Ave.	Near-side	N/E Corner			2013	187 WB
Route 66	Lone Hill Ave.	Near-side	N/E Corner	Bench/Can	Weekly		187 WB
Route 66	Compromise Line Dr.	Near-side	N/E Corner	Bench/Can	Weekly	2002	187 WB
Route 66	Hunters Trail	Mid-block	North	Bench/Can	Weekly	2002	187 WB
Route 66	Loraine Ave.	Near-side	N/E Corner	Bench/Can	Weekly	2005	187 WB
Route 66	Elwood Ave.	Near-side	N/E Corner	Bench/Can	Weekly	2005	187 WB
Route 66	Pasadena Ave.	Far-side	N/W Corner	Bench/Can	Weekly	2005	187 WB
Route 66	Glendora Ave.	Far-side	N/W Corner	Bench/Can	Weekly	2006	187 WB/284 SB
Route 66	Vermont Ave.	Near-side	N/W Corner	Bench/Can	Weekly	2002	187 WB
Route 66	Grand Ave.	Near-side	N/E Corner	Bench/Can	Weekly	2005	187 WB
Route 66	Forestdale Ave.	Far-side	N/W Corner	Bench/Can	Weekly	2003	187 WB
Route 66	Barranca Ave.	Near-side	N/E Corner	Bench/Can	Weekly		187 WB
Lone Hill Ave.	Lone Hill Park & Ride	Mid-block	East				284NB/494 WB/690 WB
Lone Hill Ave.	Petunia St.	Near-side	S/E Corner				284NB/494 WB
Lone Hill Ave.	Kenoma St.	Far-side	N/E Corner				284NB/494 WB
Lone Hill Ave.	Route 66	Far-side	N/E Corner				284NB/494 WB
Lone Hill Ave.	Palopinto Ave.	Mid-block	East				284NB/494 WB
Foothill Blvd.	Lone Hill Ave.	Far-side	N/W Corner			2013	284NB/494 WB
Foothill Blvd.	Whispering Oaks Dr.	Near-side	N/E Corner				284NB/494 WB

Foothill Blvd.	Valley Center Dr.	Far-side	N/W Corner	Trash Can	Weekly	2004	284NB/494 WB/851 SB
Foothill Blvd.	Loraine Ave.	Near-side	N/E Corner	Bench	Weekly	2004	284NB/494 WB/851 SB
Foothill Blvd.	Elwood Ave.	Near-side	N/E Corner	Bench/Can	Weekly	2008	284NB/494 WB
Foothill Blvd.	Live Oak Ave.	Far-side	N/W Corner	Bench/Can	Weekly	2008	284NB/494 WB
Foothill Blvd.	Minnesota Ave.	Near-side	N/E Corner				284NB/494 WB
Glendora Ave.	Foothill Blvd.	Far-side	S/W Corner	Bench/Can	Weekly	2003	284 NB
Glendora Ave.	Ada Ave.	Far-side	S/W Corner				284 NB
Vermont Ave.	Route 66	Far-side	N/E Corner				Layover
Glendora Ave.	Ada Ave.	Far-side	N/E Corner	Bench/Can	Weekly	2004	284 SB/851 NB
Glendora Ave.	Foothill Blvd.	Near-side	S/E Corner	Bench/Can	Weekly	2010	284 SB/851 NB
Foothill Blvd.	Minnesota Ave.	Near-side	S/W Corner				284 SB/494 EB
Foothill Blvd.	Live Oak Ave.	Mid-block	South	Bench/Can	Weekly	2008	284 SB/494 EB
Foothill Blvd.	Barranca Ave.		N/E Corner	Bench/Can	Weekly	2002	
Foothill Blvd.	Barranca Ave.		S/W Corner	Bench/Can	Weekly	2002	
Foothill Blvd.	Elwood Ave.	Far-side	S/E Corner	Bench/Can	Weekly	2008	284 SB/494 EB
Foothill Blvd.	Loraine Ave.	Far-side	S/E Corner	Trash Can	Weekly	2013	284 SB/494 EB
Foothill Blvd.	Valley Center Dr.	Far-side	S/E Corner				284 SB/494 EB
Foothill Blvd.	Gordon Ave.	Near-side	S/W Corner				284 SB/494 EB
Foothill Blvd.	Lone Hill Ave.	Near-side	S/W Corner			2013	284 SB/494 EB
Lone Hill Ave.	Palopinto Ave.	Near-side	N/W Corner				284 SB/494 EB
Lone Hill Ave.	Route 66	Far-side	S/W Corner				284 SB/494 EB
Lone Hill Ave.	Kenorna St.	Near-side	N/W Corner				284 SB/494 EB
Lone Hill Ave.	Petunia St.	Near-side	S/E Corner			2013	284 NB/494 WB
Lone Hill Ave.	Petunia St.	Far-side	S/W Corner			2013	284 NB/494 EB
Lone Hill Ave.	Lone Hill Park & Ride (Op	Mid-block	West	Bench/Can	Weekly	2010	284 SB/494 EB
Lone Hill Ave.	Gladstone Ave.	Near-side	N/W Corner				284 SB
Grand Ave.	Gladstone Ave.	Near-side	S/W Corner	Bench/Can	Weekly	2004	488 EB/498 EB
Grand Ave.	Dawson Ave.	Far-side	N/E Corner	Bench/Can	Weekly	2004	488 EB
Grand Ave.	Citrus Edge St.	Near-side	S/E Corner	Bench/Can	Weekly	2001	488 EB/498 EB
Grand Ave.	Baseline Rd.	Far-side	N/E Corner	Bench/Can	Weekly	2002	488 EB/498 EB
Grand Ave.	Mauna Loa Ave.	Near-side	S/E Corner	Bench/Can	Weekly	2001	488 EB/498 EB
Grand Ave.	Route 66	Far-side	N/E Corner	Can	Weekly	2002	488 EB/498 EB
Grand Ave.	Ada Ave.	Far-side	N/E Corner	Can	Weekly	2002	488 EB
Foothill Blvd.	Valencia St.	Near-side	N/E Corner				488 EB/494 WB
Foothill Blvd.	Valencia St.	Far-side	S/E Corner	Bench/Can	Weekly	2002	488 WB/494 WB


Foothill Blvd.	Grand Ave.	Near-side	S/W Comer	Bench/Can	Weekly	2002	488 WB/494 WB
Grand Ave.	Ada Ave.	Mid-block	West	Can	Weekly	2002	488 WB
Grand Ave.	Route 66	Far-side	S/W Comer	Bench/Can	Weekly	2004	488 WB/498 WB
Grand Ave.	Mauna Loa Ave.	Near-side	N/W Comer	Bench/Can	Weekly	2004	488 WB/498 WB
Grand Ave.	Baseline Rd.	Near-side	N/W Comer	Can	Weekly	2003	488 WB/498 WB
Grand Ave.	Citrus Edge St.	Far-side	S/W Comer	Bench/Can	Weekly	2002	488 WB/498 WB
Grand Ave.	Dawson Ave.	Mid-block	West	Bench/Can	Weekly	2002	488 WB
Grand Ave.	Gladstone Ave.	Far-side	S/W Comer	Bench/Can	Weekly	2002	488 WB/498 WB
Arrow Hwy.	Strawberry Ln.	Mid-block	North				492 WB
Arrow Hwy.	Sunflower Ave.	Near-side	N/E Comer	Bench/Can	Weekly	2002	492 WB
Arrow Hwy.	Lyman Ave.	Mid-block	North				492 WB/851 SB
Arrow Hwy.	Bonnie Cove Ave.	Far-side	N/W Comer				492 WB/851 SB
Arrow Hwy.	Grand Ave.	Near-side	N/W Comer			Replacement	492 WB
Arrow Hwy.	Glendora Ave.	Far-side	N/W Comer			Replacement	492 WB
Foothill Blvd.	Washington Ave.	Far-side	S/E Comer	Bench	Weekly	Replacement	494 EB
Foothill Blvd.	Glendora Ave.	Near-side	S/W Comer	Bench/Can	Weekly	2003	494 EB
Foothill Blvd.	Glendora Ave.	Far-side	N/W Comer	Bench/Can	Weekly	2000	494 WB
Foothill Blvd.	Washington Ave.	Mid-block	North				494 WB
Foothill Blvd.	Grand Ave.	Near-side	N/E Comer	Bench/Can	Weekly	2003	494 WB
Baseline Rd.	Grand Ave.	Far-side	N/W Comer				690 WB
Baseline Rd.	Grand Ave.	Near-side	S/W Comer				690 EB
210 East On-Ramp	Lone Hill Ave.	Far-side	S/E Comer				690 EB
Sunflower Ave.	Arrow Hwy.	Far-side	N/E Comer				851 NB
Sunflower Ave.	Juanita Ave.	Far-side	N/E Comer			2013	851 NB
Gladstone Ave.	Sunflower Ave.	Far-side	N/W Comer				851 NB
Gladstone Ave.	Bonnie Cove Ave.	Near-side	N/E Comer				851 NB
Gladstone Ave.	Rimhurst Ave.	Far-side	N/W Comer			2013	851 NB
Glendora Ave.	Dawson Ave.	Mid-block	East				851 NB
Lone Hill Ave.			S/W Comer	Bench/Can	Weekly	2010	
Glendora Ave.	Route 66	Far-side	N/E Comer	Can	Weekly	2004	851 NB
Bennett Ave.	Vermont Ave.	Near-side	N/E Comer				851 NB
Bennett Ave.	Washington Ave.	Near-side	N/E Comer			2013	851 NB
Bennett Ave.	Grand Ave.	Near-side	N/E Comer	Can	Weekly	Replacement	851 NB
Grand Ave.	Leadora Ave.	Near-side	S/E Comer				851 NB
Grand Ave.	Sierra Madre Ave.	Near-side	S/E Comer	Can	Weekly	2004	851 NB
Sierra Madre Ave.	Bubbling Well Dr.	Mid-block	South	Can	Weekly	2004	851 NB
Sierra Madre Ave.	Glendora Ave.	Near-side	S/W Comer				851 NB

Sierra Madre Ave.	Cullen Ave.	Near-side	S/W Corner				851 NB
Sierra Madre Ave.	Live Oak Ave.	Far-side	S/E Corner				851 NB
Sierra Madre Ave.	Northridge Ave.	Far-side	S/E Corner				851 NB
Sierra Madre Ave.	Loraine Ave.	Near-side	S/W Corner			2013	851 NB
Sierra Madre Ave.	Treanor Ave.	Near-side	S/W Corner				851 NB
Sierra Madre Ave.	Fountain Springs Ln.	Near-side	S/W Corner				851 NB
Valley Center Dr.	Cathrine Park Dr.	Mid-block	West			2013	851 NB
Loraine Ave.	Bennett Ave.	Near-side	S/E Corner			2013	851 SB
Loraine Ave.	Leadora Ave.	Mid-block	East				851 SB
Sierra Madre Ave.	Loraine Ave.	Far-side	N/W Corner			2013	851 SB
Sierra Madre Ave.	Northridge Ave.	Mid-block	North				851 SB
Sierra Madre Ave.	Live Oak Ave.	Near-side	N/E Corner				851 SB
Sierra Madre Ave.	Banna Ave.	Near-side	N/E Corner				851 SB
Sierra Madre Ave.	Glendora Ave.	Near-side	N/E Corner				851 SB
Sierra Madre Ave.	Bubbling Well Dr.	Near-side	N/E Corner				851 SB
Grand Ave.	Sierra Madre Ave.	Far-side	S/W Corner	Can	Weekly	2003	851 SB
Grand Ave.	Leadora Ave.	Near-side	N/W Corner	Can	Weekly	2003	851 SB
Grand Ave.	Bennett Ave.	Near-side	N/W Corner	Can	Weekly	2003	851 SB
Bennett Ave.	Washington Ave.	Mid-block	South	Bench	Weekly	2000	851 SB
Bennett Ave.	Vermont Ave.	Far-side	S/E Corner	Bench/Can	Weekly	2008	851 SB
Sunflower Ave.	Juanita Ave.	Near-side	S/E Corner			2013	851 SB

PARKING LOTS	SERVICE DAY
Teen center Lot	Monday
Pompeii Park Lot	Monday
LOT 1 CiviCenter/Downtown	Wednesday
LOT 2 CiviCenter/Downtown	Wednesday
LOT 3 CiviCenter/Downtown	Wednesday
LOT 4 CiviCenter/Downtown	Wednesday
LOT 5 CiviCenter/Downtown	Wednesday
LOT 6 CiviCenter/Downtown	Wednesday
LOT 7 CiviCenter/Downtown	Wednesday
LOT 8 CiviCenter/Downtown	Wednesday
LOT 9 CiviCenter/Downtown	Wednesday
LOT 10 CiviCenter/Downtown	Wednesday
Metro Parking Lot	Wednesday
LA Ferta Center Lot	Wednesday
LA Ferta & Transit Center Lots	Wednesday
Water Yard	Thursday
2244 E. Route 66	Friday
Street Yard	Friday
Parks Yard	Friday

2244 E. ROUTE 66



 LOTS TO BE SWEPT



City of Glendora

"Pride of the Foothills"

116 E. Foothill Boulevard, Glendora, CA 91741

☎(626) 914-8246 📠(626) 914-9053

Drawn by

Scale

Plan No.

PUBLIC WORKS DEPARTMENT - ENGINEERING

Approved by

Date

File No.

Sheet

1

/ 10


of sheets

8-1-2014

Date

LA FETRA & TRANSIT CENTER LOTS



 LOTS TO BE SWEPT



City of Glendora
"Pride of the Foothills"

116 E. Foothill Boulevard, Glendora, CA 91741
☎(626) 914-8246 📠(626) 914-9053

Drawn by

Scale

Plan No.

PUBLIC WORKS DEPARTMENT - ENGINEERING

Approved by:

Date

File No.

2 / 10
Sheet of sheets

8-1-2014
Date

PARKS YARD



 LOTS TO BE SWEPT



City of Glendora
"Pride of the Foothills"

116 E. Foothill Boulevard, Glendora, CA 91741
☎(626) 914-8246 📠(626) 914-9053

Drawn by

Scale

Plan No.

PUBLIC WORKS DEPARTMENT - ENGINEERING

Approved by:

Date

File No.

3 / 10
Sheet of sheets

8-1-2014
Date

STREET YARD

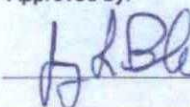


 LOTS TO BE SWEEP




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			8-1-2014 Date	

WATER YARD & NEXT TO WATER YARD

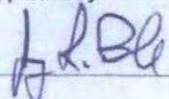


 LOTS TO BE SWEEP



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POMPEII PARKING LOT



 LOTS TO BE SWEPT



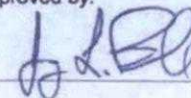
City of Glendora
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☎(626) 914-8246 📠(626) 914-9053

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
Approved by:



8-1-2014
Date

TEEN CENTER LOT

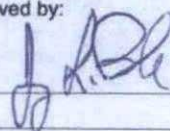


 LOTS TO BE SWEPT




City of Glendora
"Pride of the Foothills"


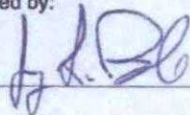
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METRO PARKING LOT




 LOTS TO BE SWEPT

 <p>City of Glendora "Pride of the Foothills" 116 E. Foothill Boulevard, Glendora, CA 91741 ☎(626) 914-8246 📠(626) 914-9053</p>	Drawn by	Scale	Plan No.	PUBLIC WORKS DEPARTMENT - ENGINEERING	
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LA FETRA CENTER LOT



 LOTS TO BE SWEEP



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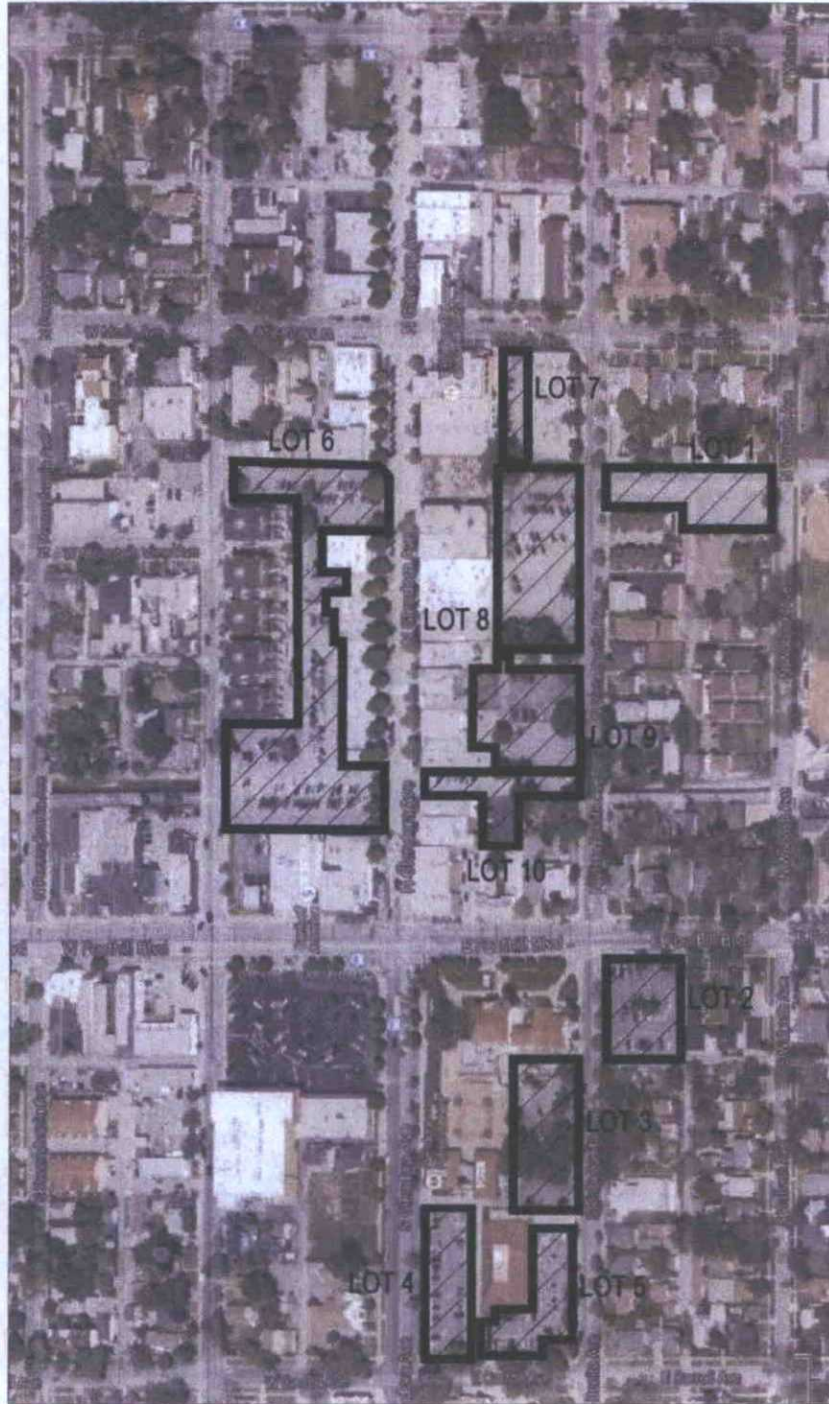
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VARIOUS PARKING LOTS



LOTS TO BE SWEEP



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EXHIBIT I
BUS STOP LOCATIONS

STREET	CROSS STREET	LOCATION	CORNER POS.	ITEMS
ROUTE 66	VECINO DR.	NEAR-SIDE	S/W CORNER	CAN
ROUTE 66	GRAND AVE.	FAR-SIDE	S/E CORNER	BENCH/CAN
ROUTE 66	VERMONT AVE.	FAR-SIDE	S/E CORNER	BENCH/CAN
ROUTE 66	GLENDORA AVE.	NEAR-SIDE	S/W CORNER	BENCH/CAN
ROUTE 66	PASADENA AVE.	NEAR-SIDE	S/W CORNER	BENCH/CAN
ROUTE 66	ELWOOD AVE.	FAR-SIDE	S/E CORNER	BENCH/CAN
ROUTE 66	LORAINA AVE.	MID-BLOCK	SOUTH	BENCH/CAN
ROUTE 66	HUNTERS TRAIL	NEAR-SIDE	S/W CORNER	BENCH/CAN
ROUTE 66	LOPE LN.	FAR-SIDE	S/E CORNER	CAN
ROUTE 66	LONE HILL AVE.	FAR-SIDE	S/E CORNER	BENCH/CAN
FOOTHILL BLVD.	AMELIA AVE.	NEAR-SIDE	N/E CORNER	
ROUTE 66	LONE HILL AVE.	NEAR-SIDE	N/E CORNER	BENCH/CAN
ROUTE 66	COMPROMISE LINE DR.	NEAR-SIDE	N/E CORNER	BENCH/CAN
ROUTE 66	HUNTERS TRAIL	MID-BLOCK	NORTH	BENCH/CAN
ROUTE 66	LORAINA AVE.	NEAR-SIDE	N/E CORNER	BENCH/CAN
ROUTE 66	ELWOOD AVE.	NEAR-SIDE	N/E CORNER	BENCH/CAN
ROUTE 66	PASADENA AVE.	FAR-SIDE	N/W CORNER	BENCH/CAN
ROUTE 66	GLENDORA AVE.	FAR-SIDE	N/W CORNER	BENCH/CAN
ROUTE 66	VERMONT AVE.	NEAR-SIDE	N/W CORNER	BENCH/CAN
ROUTE 66	GRAND AVE.	NEAR-SIDE	N/E CORNER	BENCH/CAN
ROUTE 66	FORESTDALE AVE.	FAR-SIDE	N/W CORNER	BENCH/CAN
ROUTE 66	BARRANCA AVE.	NEAR-SIDE	N/E CORNER	BENCH/CAN
LONE HILL AVE.	LONE HILL PARK & RIDE	MID-BLOCK	EAST	
LONE HILL AVE.	PETUNIA ST.	NEAR-SIDE	S/E CORNER	
LONE HILL AVE.	KENOMA ST.	FAR-SIDE	N/E CORNER	
LONE HILL AVE.	ROUTE 66	FAR-SIDE	N/E CORNER	
LONE HILL AVE.	PALOPINTO AVE.	MID-BLOCK	EAST	
FOOTHILL BLVD.	LONE HILL AVE.	FAR-SIDE	N/W CORNER	
FOOTHILL BLVD.	WHISPERING OAKS DR.	NEAR-SIDE	N/E CORNER	
FOOTHILL BLVD.	VALLEY CENTER DR.	FAR-SIDE	N/W CORNER	TRASH CAN
FOOTHILL BLVD.	LORAINA AVE.	NEAR-SIDE	N/E CORNER	BENCH
FOOTHILL BLVD.	ELWOOD AVE.	NEAR-SIDE	N/E CORNER	BENCH/CAN
FOOTHILL BLVD.	LIVE OAK AVE.	FAR-SIDE	N/W CORNER	BENCH/CAN

FOOTHILL BLVD.	MINNESOTA AVE.	NEAR-SIDE	N/E CORNER	
GLENDORA AVE.	FOOTHILL BLVD.	FAR-SIDE	S/W CORNER	BENCH/CAN
GLENDORA AVE.	ADA AVE.	FAR-SIDE	S/W CORNER	
VERMONT AVE.	ROUTE 66	FAR-SIDE	N/E CORNER	
GLENDORA AVE.	ADA AVE.	FAR-SIDE	N/E CORNER	BENCH/CAN
GLENDORA AVE.	FOOTHILL BLVD.	NEAR-SIDE	S/E CORNER	BENCH/CAN
FOOTHILL BLVD.	MINNESOTA AVE.	NEAR-SIDE	S/W CORNER	
FOOTHILL BLVD.	LIVE OAK AVE.	MID-BLOCK	SOUTH	BENCH/CAN
FOOTHILL BLVD.	BARRANCA AVE.		N/E CORNER	BENCH/CAN
FOOTHILL BLVD.	BARRANCA AVE.		S/W CORNER	BENCH/CAN
FOOTHILL BLVD.	ELWOOD AVE.	FAR-SIDE	S/E CORNER	BENCH/CAN
FOOTHILL BLVD.	LORAIN AVE.	FAR-SIDE	S/E CORNER	TRASH CAN
FOOTHILL BLVD.	VALLEY CENTER DR.	FAR-SIDE	S/E CORNER	
FOOTHILL BLVD.	GORDON AVE.	NEAR-SIDE	S/W CORNER	
FOOTHILL BLVD.	LONE HILL AVE.	NEAR-SIDE	S/W CORNER	
LONE HILL AVE.	PALOPINTO AVE.	NEAR-SIDE	N/W CORNER	
LONE HILL AVE.	ROUTE 66	FAR-SIDE	S/W CORNER	
LONE HILL AVE.	KENOMA ST.	NEAR-SIDE	N/W CORNER	
LONE HILL AVE.	PETUNIA ST.	FAR-SIDE	S/W CORNER	
LONE HILL AVE.	LONE HILL PARK & RIDE (OPP.)	MID-BLOCK	WEST	BENCH/CAN
LONE HILL AVE.	GLADSTONE AVE.	NEAR-SIDE	N/W CORNER	
GRAND AVE.	GLADSTONE AVE.	NEAR-SIDE	S/W CORNER	BENCH/CAN
GRAND AVE.	DAWSON AVE.	FAR-SIDE	N/E CORNER	BENCH/CAN
GRAND AVE.	CITRUS EDGE ST.	NEAR-SIDE	S/E CORNER	BENCH/CAN
GRAND AVE.	BASELINE RD.	FAR-SIDE	N/E CORNER	BENCH/CAN
GRAND AVE.	MAUNA LOA AVE.	NEAR-SIDE	S/E CORNER	BENCH/CAN
GRAND AVE.	ROUTE 66	FAR-SIDE	N/E CORNER	CAN
GRAND AVE.	ADA AVE.	FAR-SIDE	N/E CORNER	CAN
FOOTHILL BLVD.	VALENCIA ST.	NEAR-SIDE	N/E CORNER	
FOOTHILL BLVD.	VALENCIA ST.	FAR-SIDE	S/E CORNER	BENCH/CAN
FOOTHILL BLVD.	GRAND AVE.	NEAR-SIDE	S/W CORNER	BENCH/CAN
GRAND AVE.	ADA AVE.	MID-BLOCK	WEST	CAN
GRAND AVE.	ROUTE 66	FAR-SIDE	S/W CORNER	BENCH/CAN
GRAND AVE.	MAUNA LOA AVE.	NEAR-SIDE	N/W CORNER	BENCH/CAN
GRAND AVE.	BASELINE RD.	NEAR-SIDE	N/W CORNER	CAN
GRAND AVE.	CITRUS EDGE ST.	FAR-SIDE	S/W CORNER	BENCH/CAN
GRAND AVE.	DAWSON AVE.	MID-BLOCK	WEST	BENCH/CAN
GRAND AVE.	GLADSTONE AVE.	FAR-SIDE	S/W CORNER	BENCH/CAN
ARROW HWY.	STRAWBERRY LN.	MID-BLOCK	NORTH	
ARROW HWY.	SUNFLOWER AVE.	NEAR-SIDE	N/E CORNER	BENCH/CAN
ARROW HWY.	LYMAN AVE.	MID-BLOCK	NORTH	

ARROW HWY.	BONNIE COVE AVE.	FAR-SIDE	N/W CORNER	
ARROW HWY.	GLENDORA AVE.	FAR-SIDE	N/W CORNER	BENCH/CAN
FOOTHILL BLVD.	WASHINGTON AVE.	FAR-SIDE	S/E CORNER	BENCH
FOOTHILL BLVD.	GLENDORA AVE.	NEAR-SIDE	S/W CORNER	BENCH/CAN
FOOTHILL BLVD.	GLENDORA AVE.	FAR-SIDE	N/W CORNER	BENCH/CAN
FOOTHILL BLVD.	WASHINGTON AVE.	MID-BLOCK	NORTH	
FOOTHILL BLVD.	GRAND AVE.	NEAR-SIDE	N/E CORNER	BENCH/CAN
BASELINE RD.	GRAND AVE.	FAR-SIDE	N/W CORNER	
BASELINE RD.	GRAND AVE.	NEAR-SIDE	S/W CORNER	
210 EAST ON-RAMP	LONE HILL AVE.	FAR-SIDE	S/E CORNER	
SUNFLOWER AVE.	ARROW HWY.	FAR-SIDE	N/E CORNER	
SUNFLOWER AVE.	JUANITA AVE.	FAR-SIDE	N/E CORNER	
GLADSTONE AVE.	SUNFLOWER AVE.	FAR-SIDE	N/W CORNER	
GLADSTONE AVE.	BONNIE COVE AVE.	NEAR-SIDE	N/E CORNER	
GLADSTONE AVE.	RIMHURST AVE.	FAR-SIDE	N/W CORNER	
GLENDORA AVE.	DAWSON AVE.	MID-BLOCK	EAST	
LONE HILL AVE.	MARKET PLACE	NEAR-SIDE	S/W CORNER	BENCH/CAN
GLENDORA AVE.	ROUTE 66	FAR-SIDE	N/E CORNER	CAN
BENNETT AVE.	VERMONT AVE.	NEAR-SIDE	N/E CORNER	
BENNETT AVE.	WASHINGTON AVE.	NEAR-SIDE	N/E CORNER	
BENNETT AVE.	GRAND AVE.	NEAR-SIDE	N/E CORNER	CAN
GRAND AVE.	LEADORA AVE.	NEAR-SIDE	S/E CORNER	
GRAND AVE.	SIERRA MADRE AVE.	NEAR-SIDE	S/E CORNER	CAN
SIERRA MADRE AVE.	BUBBLING WELL DR.	MID-BLOCK	SOUTH	
SIERRA MADRE AVE.	GLENDORA AVE.	NEAR-SIDE	S/W CORNER	
SIERRA MADRE AVE.	CULLEN AVE.	NEAR-SIDE	S/W CORNER	
SIERRA MADRE AVE.	LIVE OAK AVE.	FAR-SIDE	S/E CORNER	
SIERRA MADRE AVE.	NORTHRIDGE AVE.	FAR-SIDE	S/E CORNER	
SIERRA MADRE AVE.	LORAIN AVE.	NEAR-SIDE	S/W CORNER	
SIERRA MADRE AVE.	TREANOR AVE.	NEAR-SIDE	S/W CORNER	
SIERRA MADRE AVE.	FOUNTAIN SPRINGS LN.	NEAR-SIDE	S/W CORNER	
VALLEY CENTER DR.	CATHRINE PARK DR.	MID-BLOCK	WEST	
LORAIN AVE.	BENNETT AVE.	NEAR-SIDE	S/E CORNER	
LORAIN AVE.	LEADORA AVE.	MID-BLOCK	EAST	
SIERRA MADRE AVE.	LORAIN AVE.	FAR-SIDE	N/W CORNER	
SIERRA MADRE AVE.	NORTHRIDGE AVE.	MID-BLOCK	NORTH	
SIERRA MADRE AVE.	LIVE OAK AVE.	NEAR-SIDE	N/E CORNER	
SIERRA MADRE AVE.	BANNA AVE.	NEAR-SIDE	N/E CORNER	
SIERRA MADRE AVE.	GLENDORA AVE.	NEAR-SIDE	N/E CORNER	
SIERRA MADRE AVE.	BUBBLING WELL DR.	NEAR-SIDE	N/E CORNER	
GRAND AVE.	SIERRA MADRE AVE.	FAR-SIDE	S/W CORNER	CAN

GRAND AVE.	LEADORA AVE.	NEAR-SIDE	N/W CORNER	CAN
GRAND AVE.	BENNETT AVE.	NEAR-SIDE	N/W CORNER	CAN
BENNETT AVE.	WASHINGTON AVE.	MID-BLOCK	SOUTH	BENCH
BENNETT AVE.	VERMONT AVE.	FAR-SIDE	S/E CORNER	BENCH/CAN
ARROW HWY.	GRAND AVE.		N/W CORNER	BENCH/CAN

EXHIBIT J

SPECIFICATIONS FOR HYDRO TEK POWER WASHER

3000psi

5gallons per minute

18hp pump

2900w generator

200gallon water tank

Stainless steel high pressure hose

Reel with hose and wand

Vacuum recovery system

5micron filtration system for water reuse

Containment berms, vacuum hose

Self-contained unit that does not require any outside power source