

**AMENDMENT NO. 1  
TO THE AMENDED AND RESTATED  
EXCLUSIVE FRANCHISE AGREEMENT BETWEEN  
THE CITY OF COVINA AND  
ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES**

THIS AMENDMENT NO. 1 TO THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT (the "Amendment No. 1") effective as of the date specified in Section 1 hereof, is made and entered into by and between the City Of Covina, a California municipal corporation ("City") and Arakelian Enterprises, Inc., a California corporation dba Athens Services ("Contractor").

RECITALS

A. City and Contractor have previously entered into that certain Amended and Restated Exclusive Franchise Agreement dated February 15, 2011, for exclusive refuse collection services to all commercial, industrial, and residential units in the City (hereinafter, "Agreement").

B. Contractor also provides Street Sweeping Services in the City pursuant to the Agreement.

C. Contractor has represented to City that scheduled rate increases under the Agreement are not keeping up with cost increases associated with the collection of solid waste, recyclables, and green waste.

D. City and Contractor desire to adjust certain rates and the annual rate adjustments provided under the Agreement.

E. Changes in the California Integrated Waste Management Act of 1989, including changes regarding organic waste recycling and the use of green waste as alternative daily cover, necessitate revisions to the Agreement.

F. City and Contractor desire to amend the Agreement as set forth herein, to implement the approved rate increases, address recent changes in AB 939, and make other appropriate changes to the Agreement.

AGREEMENT

In consideration of the foregoing and of the mutual covenants of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. EFFECTIVE DATE OF AMENDMENT**

This Amendment No. 1 to the Agreement shall be effective January 1, 2020.

## SECTION 2. DEFINITIONS

Article 1 of the Agreement (Definitions) is hereby amended in part to add the definitions provided below. To the extent a definition included in Amendment No. 1 is also specified in the Agreement, the definition in Amendment No. 1 shall apply.

AB 939 or Act - “AB 939” or “Act” shall mean the California Integrated Waste Management Act of 1989, Division 30 (commencing with Section 40000) of the California Public Resources Code, as implemented by the regulations of CalRecycle.

AB 1826- “AB 1826” shall mean Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the California Public Resources Code, as implemented by the regulations of CalRecycle.

SB 1383 - “SB 1383” shall mean Chapter 13.1 (commencing with Section 42652) of Part 3 of Division 30 of the California Public Resources Code, as implemented by the regulations of CalRecycle, together with Sections 39730.5 through 39730.8 of the California Health and Safety Code, as they may be amended.

CalRecycle - The California Department of Resources Recycling and Recovery or its successor agency.

CPI - The Consumer Price Index as published by the United States Department of Labor, Bureau of Labor Statistics, for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area (1982-84=100 unless otherwise noted), or an equivalent index approved by mutual agreement in the event the CPI as defined herein is no longer published. For the avoidance of doubt, all references to CPI in the Agreement prior to Amendment No. 1 shall mean CPI as specified herein.

Food Waste - All solid, semisolid, and liquid food, such as, fruit, vegetables, cheese, meat, bones, poultry, seafood, bread, rice, pasta, and oils; coffee grounds and filters and tea bags; cut flowers and herbs; and any putrescible matter produced from human or animal food production, preparation, and consumption activities. Food waste includes food-soiled paper.

### Green Waste

- Yard waste and landscape debris including but not limited to leaves, grass clippings, weeds, brush, tree trimmings (i.e., branches, limbs, etc.) and other forms of plant materials generated from landscapes or gardens within the City, and in 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 or yucca leaves, which are not suitable for composting.

Organic Waste – Food Waste, Green Waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with Food Waste.

Organic Waste Base Service - Twenty percent of the Producer's Refuse volumes regularly collected or the Producer's regular refuse collection service level (with the service level determined based on the quantity of containers and frequency of pickup).

Organic Waste Container

- A 30- to 90-gallon receptacle with cover and wheels suitable for automated collection, to be provided to Residential and Commercial Producers by Contractor and used for temporary accumulation and collection of Organic Waste.

**SECTION 3. RESIDENTIAL GREEN WASTE PROGRAM**

Effective January 1, 2020, Contractor shall comply with California Public Resources Code Section 41781.3, and shall divert Green Waste from use at the landfill as alternative daily cover. Contractor shall provide public education and outreach to inform Producers that the use of Green Waste as alternative daily cover will no longer be considered recycling as of January 1, 2020. Contractor will continue to collect and haul Green Waste from Residential Units in accordance with the then-current procedures, but will transfer all source-separated residential Green Waste (excluding Food Waste, food scraps, or other Green Waste not allowed for such diversion) to American Organics, or any other facility that can divert the Green Waste from the landfill, where the Green Waste may be counted as diversion for the City as provided by applicable law. Contractor shall notify City at least 30 days prior to using a different Organics facility than American Organics. Any such facility must be in full compliance with all applicable laws and permits. Prior to July 1, 2020, the Parties shall meet and confer to discuss reporting forms and methods used to track diversion amounts through this program.

**SECTION 4. AUTOMATED REFUSE, GREEN WASTE, AND RECYCLING SERVICE**

Section 3.03(j) is added to the Agreement as follows:

(j) The parties acknowledge that CalRecycle is currently developing Organic Waste Reduction regulations (the "Organic Waste Regulations") to implement SB 1383 (Lara, Chapter 395, Statutes of 2016). No later than 180 days prior to the date set forth in the adopted Organic Waste Regulations for the development and implementation of new food waste diversion programs, Contractor and City shall meet and confer to discuss and agree upon a Food Waste diversion plan to ensure that all Residential Food Waste generated within the City will be collected for diversion and the City would remain in compliance with all State mandated diversion levels. If it is determined additional services are necessary or Contractor will otherwise incur additional costs, the parties shall negotiate an amendment to the Agreement prior to the performance of such additional services or the incursion of additional costs. Any such additional services or costs shall qualify for a "Special Rate Adjustment" under Exhibit B of this Agreement.

**SECTION 5. COMMERCIAL ORGANIC SERVICES**

Section 4.04 is added to Article IV of the Agreement (Commercial and Industrial Collection) to read as follows:

Section 4.04 Commercial & Multi-Family Organic Waste Services (AB 1826 and SB 1383)

Effective January 1, 2020, Contractor will provide all staff, labor, and materials to ensure citywide compliance with AB 1826 and SB 1383 with respect to Commercial Units and multi-family premises. Contractor will provide all staff, labor, and materials to ensure citywide compliance with AB 1826 and SB 1383. This includes annual account site visits and reviews, public education and outreach in accordance with AB 1826 and SB 1383, meeting with CalRecycle staff as appropriate, providing Organic Waste tonnage data to both the City and CalRecycle, and administering an Organic Waste services program. Contractor shall collect and direct all source-separable or separated Organic Waste to an organics processing facility capable of meeting the requirements of AB 1826 and SB 1383 and any other applicable Organic Waste diversion requirements. The following shall apply:

- (a) Contractor will provide up to 64-gallon Organic Waste Containers to (i) Commercial/Industrial Units to the extent such are required to comply with AB 1826, including multi-family premises that receive bin service, as well as to (ii) Commercial/Industrial Units and multifamily dwellings that are not required to comply with AB 1826, but can demonstrate to Contractor that such Producers are able to source-separate Organic Waste from their waste stream. In the event of any dispute between a Producer and Contractor regarding participation in the AB 1826 program, the matter shall be resolved by the City Manager, whose decision shall be final.
- (b) Contractor will provide Organic Waste collection services to such Producers as specified herein and may bill Producers as follows:
  - (i) Up to and through December 2021, Contractor will not bill Producers who do not exceed the Organics Waste Base Service for Organic Waste collection services. Contractor may bill Producers that exceed the Organics Waste Base Service a fee not to exceed the “Organic Services” rates in **Exhibit A**. The fee shall be applied only to that portion of Organic Waste that exceeds the Organics Waste Base Service.
  - (ii) Beginning January 2022, Contractor may bill Producers for Organic Waste collection services a fee not to exceed the “Organic Services” rates provided in **Exhibit A**, less the discount provided in the table below:

Calendar Year	Discount
2022	75%
2023	50%

2024	25%
2025 and beyond	0%

- (iii) If a Producer’s Organic Waste volumes call for a roll-off capacity, Contractor may provide roll-off service at a fee, not to exceed those provided in the “Organic Services” rates in Exhibit A.
- (c) Contractor may collect Organic Waste from multiple cities within one Organic Waste route and, if so, will report Organic Waste tonnage among the cities by volume. The restriction regarding multiple city collections in Section 10.02(c) is expressly not applicable to Organic Waste collection.
- (d) Contractor reserves the right to inspect, audit, and review the service level (quantity of container(s) and weekly frequency of pick-up) of Organic Waste services at each account that requests Organic Waste services. Contractor may reduce or increase the organics service level based on the inspection and audit. In the event of any dispute between a Producer and Contractor regarding a reduction or increase in the organics service level, the matter shall be resolved by the City Manager, whose decision shall be final.
- (e) Organic Waste collected in accordance with this Section 4.04 must be clean and must contain less than 5% contamination (or lower percentage if the designated organics destination facility requires less contamination “Allowable Contamination Level”). If Contractor determines that any Organic Waste Container contains more than the Allowable Contamination Level, Contractor will implement the following provisions in order to work with the Producer to decontaminate their Organic Waste:
  - (i) Identify the source (i.e., Producer) of contamination and meet with that Producer to inform and educate on how that Producer is to eliminate the contaminants from their Organic Waste (“First Offense”).
  - (ii) If Organic Waste contamination continues with the same source identified in the First Offense within 90 days of the First Offense (“Second Offense”), the contaminated Organic Waste container(s) will be “red tagged” for non-compliance and the container(s) will not be picked-up by Contractor until the Producer removes the identified contaminants. Once Contractor has confirmed that the container(s) is no longer contaminated, Contractor will resume its normal Organic Waste pick up service to that Producer. If the Producer chooses not to clean up the container(s) by the next scheduled Organic Waste pickup, Contractor may collect the container and charge the Producer the “Organics Waste Contamination Fee” in Exhibit A for each noncompliant container and incident.
  - (iii) If Contractor determines that the same Producer identified in the First Offense and Second Offense has a third or subsequent offense within 90 days of the First Offense, in addition to the Contractor’s actions describe in

Section 4.04(d)(ii) related to the Second Offense, Contractor will notify the City and Producer of the third or subsequent offense. Contractor will have the option to reduce the Producers' Organic Waste service level to a minimum of one Organic Waste Container pick-up one time per week until the Producer can demonstrate that it is able to comply with the Organic Waste program provided herein.

- (f) Contractor will provide sufficient service equipment in order to collect all source-separated clean Organic Waste from accounts within the City receiving Organic Waste collection services. Prior to January 1, 2022, Contractor's obligation under this paragraph (f) is limited to accommodating: (i) 20% of the annual commercial and multi-family Refuse collected within the City per year (estimated at 21,400 tons), (ii) two (2) Organic Waste loads per day, or (iii) the equivalent of 850 64-gallon Organic Waste Containers total in use.
- (g) Upon collecting such Organic Waste, Contractor will take the Organic Waste to American Organics, or any other facility that can divert the Organic Waste from the landfill, where the Organic Waste may be counted as diversion for City as provided by applicable law.
- (h) If the City's Organic Waste needs exceed the service limits described in Section 4.04(f) prior to January 1, 2022 or if there are any future governing law changes in reference to these Organic Waste programs during the term of this Franchise Agreement, Contractor and the City will meet and confer to discuss changes to this Agreement, including **Exhibit A**, as needed.

## **SECTION 6. COMPOST FOR CITY USE**

Section 4.05 is added to Article IV the Agreement (Commercial and Industrial Collection) to read as follows:

### Section 4.05 Compost for City Use

Effective January 1, 2020, Contractor shall deliver compost (up to a maximum of 50 tons per year) to the City for its use. At City's request no more than twice per year, the City and Contractor shall meet and confer to mutually prepare a plan for the delivery location and amounts per delivery for compost to be provided to the City. All costs of delivering compost to the City shall be borne by Contractor.

## **SECTION 7. TERM**

The first two paragraphs of Article XVII of the Agreement (Term of This Franchise Agreement) are amended in their entirety and replace with the following:

This Agreement shall be subject to the following:

- (a) The term of this Franchise Agreement shall be for a period of twenty-five (25) years commencing on March 1, 2011 provided however, on each March 1, the

term of this Franchise Agreement shall be extended one (1) year, so that the full term of the Franchise Agreement shall remain twenty-five (25) years. Within 15 business days after each such extension, Contractor shall pay City Two Hundred Thousand Dollars (\$200,000) for such extension (“Extension Fee”).

- (b) Notwithstanding the foregoing paragraph, should either party desire that said one-year extension provision be terminated, such party shall serve the other party a written notice of intent to terminate at least one hundred and twenty (120) days prior to, and written notice of termination at least sixty (60) days prior to, any March 1. In the event the City delivers such notice to terminate, the termination of the one (1) year extension shall become effective five (5) years after the delivery of such written notice to Contractor (the “Waiting Period”). During the Waiting Period, the parties shall meet and negotiate in good faith; the City shall be represented by the City Manager or by other persons designated by the City Manager. Upon the expiration of the Waiting Period, the one-year extension provision shall terminate, and the Franchise Agreement shall remain in full force and effect for the balance of the full term of the Franchise Agreement then outstanding. As of the year the City delivers the notice of termination of the one-year renewal and extension, the Contractor shall no longer be obligated to pay the Extension Fee above or Additional Annual Payment described below.

#### **SECTION 8. ADDITIONAL ANNUAL PAYMENT**

Article XVII is hereby amended to add the following paragraphs as the third and fourth paragraphs of Article XVII:

- (c) In addition to the Extension Fee provided above, Contractor agrees to make an annual payment of \$350,000 per year (“Additional Annual Payment”) starting March 1, 2020, to be used at the discretion of the City; provided, however, that the requirement of Contractor to make such Additional Annual Payment shall become void and no longer required as of the year the City delivers a notice to terminate the one-year extension period set forth in subparagraph (b) above. The Additional Annual Payment will be made to the City within 15 business days from March 1, 2020, and 15 business days from March 1 of each succeeding year the Additional Annual Payment is due to the City.
- (d) Commencing March 1, 2021, and on March 1 of each successive year thereafter, the amount of the Additional Annual Payment will be adjusted, up or down, based upon the change in the cost of living as determined by the percentage change in CPI determined by comparing the CPI for the immediately preceding February compared to the February index of one year prior.

#### **SECTION 9. SCHEDULE OF RATES (EXHIBIT A)**

**Exhibit A** of the Agreement is hereby deleted and replaced in its entirety by **Exhibit A-1** of this Amendment No. 1, attached hereto for the time period of July 1, 2019 through December 31, 2019. Rates are effective retroactively to July 1, 2019 provided that Contractor will deduct

retroactive portion of such rate increases for the time period of July 1, 2019 through December 31, 2019 from the quarterly waste management fee payment due to the City in January 2020 in the amount of \$132,000. Customers shall not be charged the increased rate for that period and such deduction from waste management fee payment shall be on a one-time basis. Effective January 1, 2020, **Exhibit A** of this Amendment No. 1 is hereby deleted and replaced in its entirety by **Exhibit A-2** of this Amendment No. 1, attached hereto.

#### **SECTION 10. GREEN WASTE AND ORGANICS WASTE PROGRAM RATE INCREASE**

In addition to the rate adjustments described in **Exhibit B**, the authorized maximum Residential, Commercial and Industrial Unit refuse collection rates chargeable by Contractor will increase in order to cover costs for the Green Waste program described in Section 3 of this Amendment and the Commercial & Multi-Family Organic Waste Services described in Section 5 of this Amendment. The total agreed-to rate increases associated with these programs are (i) 8.2% for all residential rates, and (ii) 14% for all commercial rates. These increases shall be assessed in two phases. The first phase of increases, which includes one-half of the residential rate increase (4.1%) and one-half of the commercial rate increase (7%), is included in **Exhibit A** attached hereto as “Organics Surcharge” and shall take effect January 1, 2020. The second phase of increases, consisting of the remainders of the residential rate increase (4.1%) and commercial rate increase (7%), will take effect July 1, 2020, and be applied to the then-existing Schedule of Rates.

#### **SECTION 11. ADJUSTMENT TO RATES (EXHIBIT B)**

Effective July 1, 2019, the “Rate Adjustment Formula” provided for in the terms of Exhibit B of the Agreement is hereby amended to add one percent (1%) to the CPI factor provided therein (and as amended by Section 1 of this Amendment No. 1), such that rates are annually adjusted by CPI plus one-percent (1%). Contractor is authorized to deduct retroactive portion of such rate increases for the time period of July 1, 2019 through December 31, 2019 from the quarterly waste management fee payment due to the City in January 2020 in the amount of \$132,000. Customers shall not be charged the increased rate for that period and such deduction from waste management fee payment shall be on a one-time basis. For services rendered for the period commencing January 1, 2020, the maximum rates set forth in the Schedule of Rates **Exhibit A-2** will apply.

#### **SECTION 12. RECYCLING SERVICE RATE ADJUSTMENTS**

Section 20.04(b) is hereby amended to add one percent (1%) to the CPI factor provided therein (and as amended by Section 1 of this Amendment No. 1), so the Processing Cost and the Residue transfer cost portion of the Disposal Cost rates are annually adjusted by CPI plus one-percent (1%).

#### **SECTION 13. EMERGENCY AND DISTASTER RESPONSE**

Section 10.12 is hereby deleted and replaced in its entirety to read as follows:

Section 10.12 Emergency and Disaster Response and Stand-by Service

The City and Contractor shall meet and confer to develop an emergency response and clean-up plan (“Emergency Response Plan”) for the provision by Contractor of equipment and labor required to collect, cleanup, and remove debris upon the occurrence of an emergency or natural disaster, as proclaimed or declared by the City Council (“Emergency Services”). In accordance with an agreed upon Emergency Response Plan, and in the event of an emergency or natural disaster, Contractor shall provide Emergency Services when requested by the City Manager or Public Works Director. Contractor shall use commercially reasonable efforts to dispatch the requested equipment and labor to the City as promptly as practicable following the request by the City Manager or Public Works Director.

Contractor agrees that, in the event that Contractor is unable to respond within the time period set forth by the Emergency Response Plan for collection, cleanup and removal of debris resulting from an emergency or natural disaster, City shall have the right to engage other persons, firms, and entities to collect, cleanup and remove debris resulting from such emergency or natural disaster for a period ending on the earlier of the date such collection, cleanup and removal is complete or thirty (30) days following the original request from City.

At the time when Contractor’s work may continue following a natural disaster, Contractor will cooperate with the City to prepare and implement a disaster recovery plan. This plan shall identify Contractor’s plans for maximizing the amount of Recyclable Materials diverted from the waste and debris created by the disaster and to identify and secure disposal sites and capacity for such waste.

The City shall pay Contractor for the services provided in emergency or natural disaster situations per the rates in **Exhibit A**. If Contractor is requested by the City to provide any services that do not have a corresponding rate on **Exhibit A**, Contractor will calculate an appropriate rate and include those charges with all other charges and bill the City for the services. The Contractor’s invoices for Emergency Services shall be accompanied by a full accounting of the labor hours, vehicle usage, disposal costs, and any other costs incurred by Contractor for which Contractor is seeking payment and do not have a corresponding rate in **Exhibit A**. City reserves the right to audit Contractor’s books and records to ascertain the accuracy of Contractor’s costs invoiced(s) for Emergency Services.

**SECTION 14. EFFECT**

Except as set forth herein, the remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**SECTION 15. DUE EXECUTION**

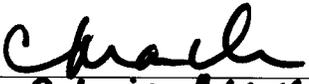
The person(s) executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement or law to which said party is bound.

*[Signature page follows on next page]*

IN WITNESS WHEREOF, City and Contractor have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

**City OF COVINA**  
**a Municipal Corporation**

**ARAKELIAN ENTERPRISES INC.**  
**dba ATHENS SERVICES**

By:   
Name: Chris Marcello  
Title: Mayor City Manager  
Dated: 4/28/20

By:   
Name: Ron Arakelian III  
Title: Executive Officer  
Dated: 01/30/2020

**ATTEST:**

By:   
Name: Georgianna Nicole Alvarez  
Title: City Clerk Chief Deputy  
Dated: April 28, 2020

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney  
Dated: \_\_\_\_\_

**CITY OF COVINA**  
Schedule of Rates Effective July 1, 2019  
EXHIBIT A-1

	New Service Comp	New Disposal Comp	Organics Surcharge	New Net Rate	6% Franchise Fec	Waste Mgmt Fec	New Total Rate
<b>RESIDENTIAL</b>							
90 Gallon Standard Service	22.33	6.43	-	28.75	1.84	2.13	32.72
60 Gallon Standard Service	22.33	4.88	-	27.20	1.74	1.42	30.36
30 Gallon Standard Service	22.33	3.30	-	25.63	1.64	0.71	27.98
Additional 90 Gallon Black	12.94	4.71	-	17.65	1.13	2.13	20.91
Additional 90 Gallon Green	5.03	1.74	-	6.77	0.43	-	7.20
Additional 90 Gallon Blue	3.55	-	-	3.55	0.23	-	3.78
Manual or Backyard Service	44.12	12.90	-	57.01	3.64	4.27	64.92
Roll-Out Service	19.60	-	-	19.60	1.25	-	20.85
<b>COMMERCIAL</b>							
1.5YD - First Bin	1X 80.18	27.31	-	107.48	6.86	7.15	121.49
	2X 127.48	54.65	-	182.13	11.63	14.30	208.06
	3X 174.71	81.96	-	256.67	16.38	21.45	294.50
	4X 222.06	109.25	-	331.31	21.15	28.60	381.06
	5X 269.31	136.57	-	405.88	25.91	35.75	467.54
	6X 330.91	163.89	-	494.81	31.58	42.90	569.29
1.5YD - Each Additional Bin	1X 63.18	27.31	-	90.49	5.78	7.15	103.42
	2X 100.98	54.65	-	155.63	9.93	14.30	179.86
	3X 136.92	81.96	-	218.88	13.97	21.45	254.30
	4X 174.72	109.25	-	283.97	18.13	28.60	330.70
	5X 212.55	136.57	-	349.12	22.28	35.75	407.15
	6X 260.87	163.89	-	424.77	27.11	42.90	494.78
2YD - First Bin	1X 92.16	36.42	-	128.59	8.21	9.53	146.33
	2X 141.32	72.84	-	214.16	13.67	19.06	246.89
	3X 190.58	109.25	-	299.83	19.14	28.59	347.56
	4X 239.78	145.69	-	385.46	24.60	38.12	448.18
	5X 288.99	182.09	-	471.09	30.07	47.65	548.81
	6X 355.34	218.52	-	573.86	36.63	57.18	667.67
2YD - Each Additional Bin	1X 73.60	36.42	-	110.03	7.02	9.53	126.58
	2X 111.08	72.84	-	183.92	11.74	19.06	214.72
	3X 150.80	109.25	-	260.05	16.60	28.59	305.24
	4X 188.68	145.69	-	334.37	21.34	38.12	393.83
	5X 228.42	182.09	-	410.51	26.20	47.65	484.36
	6X 281.60	218.52	-	500.12	31.92	57.18	589.22
3YD - First Bin	1X 101.70	54.65	-	156.35	9.98	14.29	180.62
	2X 156.23	109.25	-	265.49	16.95	28.58	311.02
	3X 210.72	163.89	-	374.62	23.91	42.87	441.40
	4X 265.18	218.52	-	483.69	30.87	57.16	571.72
	5X 319.74	273.15	-	592.88	37.84	71.45	702.17
	6X 389.95	327.77	-	717.71	45.81	85.74	849.26
3YD - Each Additional Bin	1X 80.91	54.65	-	135.56	8.65	14.29	158.50
	2X 124.05	109.25	-	233.31	14.89	28.58	276.78
	3X 167.17	163.89	-	331.06	21.13	42.87	395.06
	4X 210.33	218.52	-	428.84	27.37	57.16	513.37
	5X 253.52	273.15	-	526.67	33.62	71.45	631.74
	6X 308.57	327.77	-	636.34	40.62	85.74	762.70
30YD Standard Roll-off (+ dump)	320.27	-	-	320.27	20.44	17.63/ton	Ton based
30YD C&D Roll-off (+ dump)	495.92	-	-	495.92	31.65	17.63/ton	Ton based
3 Yard Temporary Bin	176.52	-	-	176.52	11.27	14.29	202.08
Commercial Barrel	31.63	14.58	-	46.22	2.95	3.20	52.37
Sweeper Service	16.11	2.96	-	19.07	1.22	-	20.29
<b>OPTIONAL SERVICES</b>							
Late Payment (1.5%, \$5.32 Min.)	5.00	-	-	5.00	0.32	-	5.32
Declined Payment (Any Reason)	25.00	-	-	25.00	1.60	-	26.60
Stop Service	25.00	-	-	25.00	1.60	-	26.60
Resume Service	25.00	-	-	25.00	1.60	-	26.60
Residential Go-Back	25.00	-	-	25.00	1.60	-	26.60
Residential Contamination	15.00	-	-	15.00	0.96	-	15.96
Commercial Go-Back	35.00	-	-	35.00	2.23	-	37.23
Commercial Contamination	45.00	-	-	45.00	2.87	-	47.87
Bin Scout Service (per bin per frequency)	6.00	-	-	6.00	0.38	-	6.38
Bin Enclosure Clean-Up	25.00	-	-	25.00	1.60	-	26.60
Bin Overflow (Extra Dump)	45.00	-	-	45.00	2.87	-	47.87
Bin Overweight (Extra Dump)	45.00	-	-	45.00	2.87	-	47.87
Bin Exchange	40.00	-	-	40.00	2.55	-	42.55
Bin Delivery	40.00	-	-	40.00	2.55	-	42.55
Bin Bring-In	40.00	-	-	40.00	2.55	-	42.55
Bin Wash-Out	50.00	-	-	50.00	3.19	-	53.19
Bin Lock Installation	25.00	-	-	25.00	1.60	-	26.60
Bin Lock (Per Bin Per Frequency)	8.00	-	-	8.00	0.51	-	8.51
Temporary Bin - Extra Dump	45.00	-	-	45.00	2.87	-	47.87
Temporary Bin - Demurrage / Day	5.00	-	-	5.00	0.32	-	5.32

**CITY OF COVINA**  
Schedule of Rates Effective January 1, 2020  
EXHIBIT A-2

		New Service Comp	New Disposal Comp	Organics Surcharge	New Net Rate	6% Franchise Fcc	Waste Mgmt Fee	New Total Rate
<b>RESIDENTIAL</b>								
90 Gallon Standard Service		22.33	6.43	1.14	29.89	1.91	2.13	33.93
60 Gallon Standard Service		22.33	4.88	1.08	28.28	1.81	1.42	31.51
30 Gallon Standard Service		22.33	3.30	1.02	26.64	1.70	0.71	29.05
Additional 90 Gallon Black		12.94	4.71	0.70	18.35	1.17	2.13	21.65
Additional 90 Gallon Green		5.03	1.74	0.27	7.04	0.45	-	7.49
Additional 90 Gallon Blue		3.55	-	0.14	3.69	0.24	-	3.93
Manual or Backyard Service		44.12	12.90	2.26	59.27	3.78	4.27	67.32
Roll-Out Service		19.60	-	0.78	20.38	1.30	-	21.68
<b>COMMERCIAL</b>								
1.5YD - First Bin	1X	80.18	27.31	7.27	114.75	7.32	7.15	129.22
	2X	127.48	54.65	12.32	194.45	12.41	14.30	221.16
	3X	174.71	81.96	17.36	274.03	17.49	21.45	312.97
	4X	222.06	109.25	22.41	353.71	22.58	28.60	404.89
	5X	269.31	136.57	27.45	433.32	27.66	35.75	496.73
	6X	330.91	163.89	33.46	528.27	33.72	42.90	604.89
1.5YD - Each Additional Bin	1X	63.18	27.31	6.12	96.61	6.17	7.15	109.93
	2X	100.98	54.65	10.53	166.16	10.61	14.30	191.07
	3X	136.92	81.96	14.80	233.68	14.92	21.45	270.05
	4X	174.72	109.25	19.20	303.18	19.35	28.60	351.13
	5X	212.55	136.57	23.61	372.73	23.79	35.75	432.27
	6X	260.87	163.89	28.73	453.49	28.95	42.90	525.34
2YD - First Bin	1X	92.16	36.42	8.70	137.28	8.76	9.53	155.57
	2X	141.32	72.84	14.48	228.64	14.59	19.06	262.29
	3X	190.58	109.25	20.28	320.11	20.43	28.59	369.13
	4X	239.78	145.69	26.07	411.53	26.27	38.12	475.92
	5X	288.99	182.09	31.86	502.94	32.10	47.65	582.69
	6X	355.34	218.52	38.81	612.67	39.11	57.18	708.96
2YD - Each Additional Bin	1X	73.60	36.42	7.44	117.47	7.50	9.53	134.50
	2X	111.08	72.84	12.44	196.36	12.53	19.06	227.95
	3X	150.80	109.25	17.59	277.64	17.72	28.59	323.95
	4X	188.68	145.69	22.61	356.98	22.79	38.12	417.89
	5X	228.42	182.09	27.76	438.27	27.97	47.65	513.89
	6X	281.60	218.52	33.82	533.94	34.08	57.18	625.20
3YD - First Bin	1X	101.70	54.65	10.57	166.92	10.65	14.29	191.86
	2X	156.23	109.25	17.95	283.44	18.09	28.58	330.11
	3X	210.72	163.89	25.33	399.95	25.53	42.87	468.35
	4X	265.18	218.52	32.71	516.40	32.96	57.16	606.52
	5X	319.74	273.15	40.10	632.98	40.40	71.45	744.83
	6X	389.95	327.77	48.54	766.25	48.91	85.74	900.90
3YD - Each Additional Bin	1X	80.91	54.65	9.17	144.73	9.24	14.29	168.26
	2X	124.05	109.25	15.78	249.08	15.90	28.58	293.56
	3X	167.17	163.89	22.39	353.45	22.56	42.87	418.88
	4X	210.33	218.52	29.00	457.85	29.22	57.16	544.23
	5X	253.52	273.15	35.62	562.29	35.89	71.45	669.63
	6X	308.57	327.77	43.03	679.37	43.36	85.74	808.47
30YD Standard Roll-off (+ dump)		320.27	-	21.66	341.93	21.83	17.63/ton	Ton based
30YD C&D Roll-off (+ dump)		495.92	-	33.54	529.45	33.79	17.63/ton	Ton based
3 Yard Temporary Bin		176.52	-	11.94	188.46	12.03	14.29	214.78
Commercial Barrel		31.63	14.58	3.13	49.34	3.15	3.20	55.69
Sweeper Service		16.11	2.96	-	19.07	1.22	-	20.29
<b>OPTIONAL SERVICES</b>								
Late Payment (1.5%, \$5.32 Min.)		5.00	-	-	5.00	0.32	-	5.32
Declined Payment (Any Reason)		25.00	-	-	25.00	1.60	-	26.60
Stop Service		25.00	-	-	25.00	1.60	-	26.60
Resume Service		25.00	-	-	25.00	1.60	-	26.60
Residential Go-Back		25.00	-	-	25.00	1.60	-	26.60
Residential Contamination		15.00	-	-	15.00	0.96	-	15.96
Commercial Go-Back		35.00	-	-	35.00	2.23	-	37.23
Commercial Contamination		45.00	-	-	45.00	2.87	-	47.87
Bin Scout Service (per bin per frequency)		6.00	-	-	6.00	0.38	-	6.38
Bin Enclosure Clean-Up		25.00	-	-	25.00	1.60	-	26.60
Bin Overflow (Extra Dump)		45.00	-	-	45.00	2.87	-	47.87
Bin Overweight (Extra Dump)		45.00	-	-	45.00	2.87	-	47.87
Bin Exchange		40.00	-	-	40.00	2.55	-	42.55
Bin Delivery		40.00	-	-	40.00	2.55	-	42.55
Bin Bring-In		40.00	-	-	40.00	2.55	-	42.55
Bin Wash-Out		50.00	-	-	50.00	3.19	-	53.19
Bin Lock Installation		25.00	-	-	25.00	1.60	-	26.60
Bin Lock (Per Bin Per Frequency)		8.00	-	-	8.00	0.51	-	8.51
Temporary Bin - Extra Dump		45.00	-	-	45.00	2.87	-	47.87
Temporary Bin - Demurrage / Day		5.00	-	-	5.00	0.32	-	5.32

**CITY OF COVINA**

Schedule of Rates Effective January 1, 2020

EXHIBIT A-2

	<u>New Service Comp</u>	<u>New Disposal Comp</u>	<u>Organics Surcharge</u>	<u>New Net Rate</u>	<u>6% Franchise Fee</u>	<u>Waste Mgmt Fee</u>	<u>New Total Rate</u>
<b>ORGANIC SERVICES</b>							
Organics Waste Contamination Fee	250.00	-	-	250.00	15.96	-	265.96
Organic Roll-off Collection Fee (per occurrence)	320.27	-	-	320.27	20.44	-	340.71
Organic Roll-off Disposal Per Ton Charge		135.00	-	135.00	8.62	-	143.62
30 Gallon - First Barrel	1X -	-	71.10	71.10	4.54	3.20	78.84
	2X -	-	123.14	123.14	7.86	6.40	137.40
	3X -	-	175.19	175.19	11.18	9.60	195.97
	4X -	-	227.24	227.24	14.50	12.80	254.54
	5X -	-	279.29	279.29	17.83	16.00	313.12
	6X -	-	331.34	331.34	21.15	19.20	371.69
30 Gallon - Each Additional Barrel	1X -	-	60.44	60.44	3.86	3.20	67.50
	2X -	-	104.67	104.67	6.68	6.40	117.75
	3X -	-	148.91	148.91	9.51	9.60	168.02
	4X -	-	193.16	193.16	12.33	12.80	218.29
	5X -	-	237.40	237.40	15.15	16.00	268.55
	6X -	-	281.64	281.64	17.98	19.20	318.82
60 Gallon - First Barrel	1X -	-	94.80	94.80	6.05	3.20	104.05
	2X -	-	164.19	164.19	10.48	6.40	181.07
	3X -	-	233.59	233.59	14.91	9.60	258.10
	4X -	-	302.99	302.99	19.34	12.80	335.13
	5X -	-	372.39	372.39	23.77	16.00	412.16
	6X -	-	441.79	441.79	28.20	19.20	489.19
60 Gal - Each Additional Brl	1X -	-	80.58	80.58	5.14	3.20	88.92
	2X -	-	139.56	139.56	8.91	6.40	154.87
	3X -	-	198.55	198.55	12.67	9.60	220.82
	4X -	-	257.54	257.54	16.44	12.80	286.78
	5X -	-	316.53	316.53	20.20	16.00	352.73
	6X -	-	375.52	375.52	23.97	19.20	418.69
<b>EMERGENCY &amp; DISASTER RESPONSE SERVICES</b>							
30YD Standard Roll-off (+ dump)	320.27	+ disposal	-	320.27	-	-	Ton based
30YD C&D Roll-off (+ dump)	495.92	+ disposal	-	495.92	-	-	Ton based
3 Yard Temporary Bin	176.52	-	-	176.52	-	-	176.52
Frontloader Truck & Driver Rate per Hour	125.00	-	-	125.00	-	-	125.00
Sideloader Truck & Driver Rate per Hour	125.00	-	-	125.00	-	-	125.00
Stakebed Truck & Driver Rate per Hour	125.00	-	-	125.00	-	-	125.00
Sweeper & Driver Rate per Hour	125.00	-	-	125.00	-	-	125.00
Helper Rate per Hour	30.00	-	-	30.00	-	-	30.00