

RESIDENTIAL REFUSE AND RECYCLING AGREEMENT

BETWEEN THE

CITY OF ARCADIA

AND

USA WASTE OF CALIFORNIA, INC.

DBA: WASTE MANAGEMENT

OF SAN GABRIEL/POMONA VALLEY

February 2009 – June 2016

TABLE OF CONTENTS

A.	DEFINITIONS.....	4
B.	WORK TO BE DONE/STANDARDS.....	8
C.	REFUSE AND RECYCLING CONTAINERS.....	17
D.	LOCATION OF COLLECTIONS.....	19
E.	COLLECTION HOURS AND DAYS.....	20
F.	COLLECTION SCHEDULE.....	21
G.	COLLECTION RATES AND BILLS – INFORMATION AND PROCESS.....	23
H.	FRANCHISE FEE; ADMINISTRATION FEE	30
I.	OFFICE, INQUIRIES AND COMPLAINTS.....	31
J.	CUSTOMER SERVICE PERFORMANCE STANDARDS.....	32
K.	PUBLIC EDUCATION PROGRAM.....	35
L.	VEHICLES AND EQUIPMENT.....	36
M.	TITLE TO MSW (SOLID WASTE).....	41
N.	CONTRACTOR'S NAME.....	41
O.	LIABILITY INSURANCE.....	41
P.	CITY HELD HARMLESS.....	43
Q.	WORKERS COMPENSATION INSURANCE.....	44
R.	AGREEMENT TERM AND RENEWAL.....	44
S.	TERMINATION/CITY ACTION REGARDING COMPLIANCE.....	45
T.	COOPERATION DURING TRANSITION.....	48
U.	REPORTS REQUIRED.....	48
V.	EQUAL OPPORTUNITY EMPLOYMENT; IMMIGRATION REFORM ACT	52

W.	EMPLOYEES FINGERPRINTED.....	53
X.	NON-TRANSFER/ASSIGNMENTS, ETC.....	53
Y.	RIGHTS RESERVED TO THE CITY.....	55
Z.	NOTICE REQUIREMENTS.....	56
AA.	SEVERABILITY/SUCCESSORS.....	57
BB.	CHANGE IN SCOPE OF SERVICES.....	57
CC.	COMPLIANCE WITH LAW.....	58
DD.	CONTRACT AMENDMENTS.....	59
EE.	CONTRACTOR IS INDEPENDENT CONTRACTOR.....	59
FF.	LABOR UNREST AND OTHER PERFORMANCE PROBLEMS.....	59
GG.	DRIVER LICENSING AND SAFETY.....	60
HH.	PENALTIES REGARDING SERVICE DEFICIENCIES.....	60
II.	DIVERSION REQUIREMENTS/INDEMNITY.....	65
JJ.	DISPOSAL.....	66

EXHIBITS

EXHIBIT A – CONTINGENCY PLAN

EXHIBIT B – RATES

EXHIBIT C- PUBLIC EDUCATION PLAN

RESIDENTIAL REFUSE AND RECYCLING AGREEMENT

This Agreement is made and entered into on this, the 10th day of March, 2009 (the "Effective Date") by and between the CITY OF ARCADIA, a Municipal Corporation, hereinafter referred to as CITY, and USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT OF SAN GABRIEL/POMONA VALLEY, a Delaware Corporation, hereinafter referred to as CONTRACTOR.

The City and Contractor agree each with the other that from and after the Effective Date, the Contractor shall have the sole right and obligation to collect, haul and dispose of all Residential Refuse and Recyclables in the City of Arcadia in accordance with the terms and conditions set forth in this Agreement:

WHEREAS, the City is responsible for providing solid waste handling services to its citizens, including source reduction, recycling activities and the collection, transfer and disposal of solid waste within the City boundaries subject to solid waste handling jurisdiction, as provided in Section 40057 through 40059 of the Public Resources Code (Waste Management Act (the "Act")); and

WHEREAS, the purposes of the Act are to promote the reduction, recycling and reuse of solid waste to the maximum extent feasible in an efficient and cost-effective manner, to improve regulation of landfills, to streamline permitting procedures and to specify the role of local agencies to develop and implement integrated waste management programs, including setting the level of services, charges and the nature, location and extent of the provision of solid waste handling services; and

WHEREAS, the collection of residential solid waste and recycling is crucial to the health, safety, and welfare of the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants, guaranties and conditions contained in this Agreement and for other good and valuable consideration, the City and Contractor agree to the terms and conditions set forth in this Agreement including the attached exhibits.

Unless otherwise provided in the Agreement or Arcadia Municipal Code, the following definitions shall apply.

A. DEFINITIONS

1. Automated shall mean the fully mechanical pick-up of Municipal Solid Waste (MSW) from single family households with contractor supplied containers.
2. Bin shall mean a container with an approximate capacity of 3 to 8 cubic yards, which is serviced by a front-end loader collection vehicle.
3. Bulky Waste shall mean discarded furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); wood waste, bags and bundles of waste on (1) cubic yard or smaller, and large branches and bundles if no longer than two feet in diameter, and scrap wood. Bulky wastes do not include large items such as car bodies, C&D Waste in amounts greater than approximately one (1) cubic yard, Jacuzzi tubs or spas, Universal Waste, or any other items that cannot be handled by two persons. In addition, bulky wastes do not include tires.
4. Cart shall mean a container having a capacity of between approximately 32 and 96 gallons, which is serviced by an automated collection vehicle.

5. Chief of Police shall mean the Arcadia Chief of Police or Chief's authorized designee.
6. City shall mean the City of Arcadia, California.
7. City Attorney shall mean the Arcadia City Attorney.
8. City Clerk shall mean the Arcadia City Clerk or authorized designee.
9. City Council shall mean the Arcadia City Council.
10. City Manager shall mean the Arcadia City Manager or City Manager's authorized designee.
11. City Risk Manager shall mean the Arcadia City Risk Manager or City Risk Manager's authorized designee.
12. Composting Facility shall mean the facility for composting or processing Green Waste selected by Contractor and approved by the City.
13. C&D Waste shall mean construction and/or demolition debris, including concrete, brick, wood and other rubble and debris resulting from construction, renovation or demolition of building and other improvements.
14. Contractor shall mean the person or firm with whom the City of Arcadia may contract to collect, remove and dispose of solid waste and recycling materials.
15. Disposal Facility shall mean the Disposal Facilities for disposing of refuse and/or residue from a Processing Facility or Composting Facility, selected by Contractor and approved by the City.
16. Electronic Waste (E-waste) shall mean appliances, devices, and other objects containing electronic components, and includes (but is not limited to)

computers, computer monitors, cellular telephones, copiers, fax machines, DVD players, VCR's, televisions, printers, microwaves, and toasters.

17. Green Waste/Yard Waste shall mean organic waste generated from any landscape, including grass clippings, leaves, pruning, tree trimmings, weeds, branches and brush, collected pursuant hereto.

18. Hazardous Waste shall mean material which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged; or any waste which is defined or regulated as a hazardous waste, toxic waste, hazardous chemical substance mixture, biohazard waste, or asbestos under Applicable Law, including Household Hazardous Wastes.

19. Multiple Family Complex shall mean a complex with two or more living units with separate designation of each living unit.

20. Municipal Solid Waste (MSW) or Solid Waste shall also mean, refuse, garbage and/or rubbish and other materials collected pursuant to this Agreement, including Refuse and Bulky Waste Collected hereunder, but excluding:

- (a) agricultural wastes comprised of animal manures;
- (b) asbestos, including friable materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally

occurring family of carcinogenic fibrous mineral substances, which may be a Hazardous Waste if it contains more than one percent asbestos;

(c) Hazardous Waste.

21. Public Works Services Director shall mean the Arcadia Public Works Services Director or Director's authorized designee.

22. Recyclable Materials or Recyclables shall mean mixed paper, computer paper, junk mail, colored paper, magazines, envelopes, cardboard, newspapers, glass, aluminum and tin cans, all plastic containers, Yard Waste and other such materials for which a market exists as mutually agreed in writing upon by Contractor and City.

23. Resident shall mean the owner, occupant, tenant or manager of private residential property or other use of private residential property.

24. Roll-off Box shall mean a container with an approximate of 10 to 40 cubic yards, which is serviced by a winched roll-off collection vehicle.

25. Senior Citizen shall mean a resident who is sixty-two (62) years old and older.

26. Transformation shall mean incineration of solid waste for purposes of production of electricity.

27. Universal Waste shall mean any waste matter which the State of California classifies as "universal waste," including but not limited to items and materials listed in 14 CCR 66261.9, as it may be amended, as well as any items listed below not classified by the State of California as "universal waste." Universal Waste includes, but is not limited to, the following: E-Waste, batteries (except automobile batteries), thermostats, lamps with fluorescent tubes, high

intensity discharge lamps, sodium vapor lamps, other lamps with hazardous waste characteristics, cathode ray tubes, aerosol cans, mercury-containing items, including light switches, pressure gauges, and thermometers, and prescription and non-prescription drugs, not including controlled substances.

28. Used Oil shall mean (1) any oil that has been refined from crude oil, or has been synthetically produced, and is no longer useful to the Customer because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; and (2) any oil that has been refined from crude oil, or has been synthetically produced, and has been used and as a result of such use has been contaminated with physical or chemical impurities.

29. Vehicles shall mean all trucks (including trucks providing Residential Collection Service of Refuse, Recyclables, Green Waste, Bulky Waste and litter pickup; field supervisors' and administrators' vehicles), rolling stock and other vehicles used to provide Services (including collection as well as repair and maintenance), whether owned or leased by Contractor.

B. WORK TO BE DONE/STANDARDS

The work to be done under this Agreement shall include the furnishing of all labor, material, equipment and commitments necessary to perform the following minimum services and all of the basic services set forth herein. Contractor shall have the exclusive right and obligation to collect all residential MSW, Recyclables (except to the extent that sale or donation of Recyclables by the customer is permitted under this Agreement) and Green Waste generated at single family residential units and multi-family complexes in the City, collected in Carts or Bins

and shall perform all Services in a prompt, thorough, comprehensive, reliable, courteous and professional manner so that Customers receive high-quality service at all times. Enumeration of and specifications of requirements for particular aspects of Services quality shall not relieve Contractor of the duty and obligation of accomplishing all other aspects of services in the manner provided in this paragraph, whether such other aspects are enumerated elsewhere herein or not.

Contractor's exclusive right does not extend to collection of C&D Waste, or to temporary, unscheduled collection services from residential units or multi-family premises using roll-off boxes. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall not prohibit any person from selling Recyclables or giving Recyclables away to persons or entities other than Contractor prior to such Recyclables being placed in a Bin or Cart for collection by Contractor. However, in either instance, the Recyclables must be segregated from and not mixed with Solid Waste and the seller/donor may not pay the buyer/donee any consideration for collecting, transporting, processing or recycling such Recyclables.

1. Collection, hauling, disposal and resale of residential MSW and Recyclables from the premises of any and all residents in the City, at the regularly scheduled intervals, and at the rates as provided by resolutions adopted pursuant thereto. Said work shall include regularly scheduled automated pick-up once a week from curb or alley of a customer's selected level of service via Contractor-provided automated containers.

Contractor shall also provide backyard MSW collection as required. Contractor shall solely be responsible for the resale of recyclable material, subject to customers' rights to sell or donate Recyclables as provided herein. Contractor shall retain all proceeds from recyclable materials it sells.

When weather conditions are such that Contractor believes that continued operations would result in danger to the Contractor's staff, area residents or property, Contractor may notify the City Manager of the conditions and request permission to collect only in those portions of the City that do not pose a danger. If the City Manager, in his or her sole discretion, authorizes a weather-related temporary cessation of services, Contractor may temporarily cease collections except in those portions of the City that do not pose a danger. Contractor will provide collection services for customers with interrupted service on the next business day following the cessation of the weather condition, unless some other schedule is approved by the City Manager.

- (a) Green Waste. The Contractor agrees to treat Green Waste as Recyclable Materials as defined or sanctioned by State law or regulation. Yard waste will be placed curbside in contractor-provided Yard Waste containers and shall be picked up once a week by customer selected level of service as identified in Exhibit A. Only Green Waste is to be placed in Green Waste containers.

Bundled brush and clippings not placed in Green Waste containers may be picked-up as a Bulky Waste pick-up.

(b) Bulky Wastes. Contractor will provide on-call Bulky Waste pickup service to all single family residential customers four (4) times each calendar year and for all multi-family residential customers two (2) times each calendar year at no additional cost to the customer. Customers may place up to four (4) items of Bulky Waste and/or E-waste out for collection per pickup. The items will be collected on the customer's next regular collection day if Contractor receives forty-eight (48) hours advance notice. Additional pickups, or additional items per pickup, may be subject to an additional fee to be charged by Contractor, at the rate set forth in Exhibit B. Contractor shall properly dispose of any E-waste it collects, in compliance with all applicable laws and so as to receive maximum diversion credit.

(c) Christmas Trees. Contractor agrees to collect Christmas trees from December 26 for three (3) consecutive weeks at no additional charge to residential customers.

(d) Special Collection. Contractor shall also provide regularly scheduled and one-time special service to any resident requesting such service. The special service shall be charged pursuant to the rates established by the City.

- (e) Sharps. Contractor will continue its program for collection and safe processing of sharps generated by single-family and multi-family residential customers, at no cost to the customer. Contractor shall not amend the sharps program as it exists on the effective date of this Agreement without written approval from the City Manager.
- 2. Collection, at no charge, of Solid Waste from City facilities as set forth in the following sub-sections "a" through "k" on a schedule approved by the City Manager.
 - (a) City Hall – Contractor shall furnish one (1) 3-cubic yard container at 240 W. Huntington Drive and shall pickup and remove the contents of said container three (3) times a week.
 - (b) Library – Contractor shall furnish one (1) 3-cubic yard container at 20 W. Duarte Road and shall pickup and remove the contents of said container three (3) times a week.
 - (c) Police Department – Contractor shall furnish one (1) 3-cubic yard container at 250 W. Huntington Drive and shall pickup and remove the contents of said container two (2) times a week.
 - (d) Fire Department – Contractor shall:
 - (1) Furnish one (1) 3-cubic yard container at Station #105 (710 South Santa Anita Avenue) and shall pickup and remove the contents of said container once (1) a week;

(2) Furnish one (1) 1½-cubic yard container at Station #106 (630 South Baldwin Avenue) and shall pickup and remove the contents of said container once (1) a week;

(3) Furnish one (1) 3-cubic yard container at Station #107 (67 West Orange Grove Avenue) and shall pickup and remove the contents of said container once (1) a week.

(e) Public Works Services Department – Contractor shall furnish up to four (4) 40-cubic yard containers (drop-off body) as required by the Public Works Services Director at the Service Center at 11800 Goldring Road and Orange Grove Reservoir Facility at 67 W. Orange Grove Avenue and shall pickup and remove the contents of said containers when requested by the City. Said containers shall not be loaded in excess of eight (8) tons. If a container exceeds 8 tons, the City shall be charged for the excess tonnage pursuant to existing rates.

(f) Longden Water Plant – Contractor shall furnish one (1) 3-cubic yard container at 1257 East Longden Avenue and shall pickup and remove the contents of said container once (1) a week.

(g) Community Center – Contractor shall:

(1) Furnish one (1) 3-cubic yard container at the Recreation Center at 375 Campus Drive and shall pickup and remove the contents of said container two (2) times a week;

- (2) Furnish three (3) 3-cubic yard containers at the Senior Citizens Center at 365 Campus Drive and shall pickup and remove the contents of said container two (2) times a week.
- (h) Soccer Field – Contractor shall furnish one (1) 3 cubic yard container at the Soccer Field at 240 W. Huntington Drive and shall pickup and remove the contents of said containers three (3) times a week.
- (i) City Parks – Contractor shall:
 - (1) Furnish one (1) 3-cubic yard container at Newcastle Park (Colorado/Santa Anita Ave.) and shall pickup and remove the contents of said container two (2) times a week;
 - (2) Furnish two (2) 3-cubic yard containers at Eisenhower Park (Colorado/2nd Ave.) and shall pickup and remove the contents of said container two (2) times a week;
 - (3) Furnish two (2) 3-cubic yard containers at Wilderness Park (2240 Highland Oaks) and shall pick-up and remove the contents of said container two (2) times a week.
 - (4) Furnish one (1) 3-cubic yard container at Bonita Park (Bonita Avenue/2nd Avenue) and shall pickup and remove the contents of said container two (2) times a week.
- (j) Arcadia Self Storage – Contractor shall furnish one (1) 3 cubic yard container at 35 W. Huntington Drive and shall pickup and remove the contents of said container two (2) times a week.

(k) Other City facilities as designated by the Public Works Services Director.

3. Collection, at no charge, of Recyclable Materials from City facilities as follows:

- (a) City Hall – Contractor shall furnish two (2) 3-cubic yard containers for commingled Recyclable Materials. The Contractor shall pick up and remove the contents of said containers on a schedule approved by the City Manager.
- (b) Fire – Contractor shall furnish two (2) 3-cubic yard containers for commingled Recyclable Materials and shall pickup and remove the contents of said containers on a schedule approved by the City Manager.
- (c) Library – Contractor shall furnish two (2) 3-cubic yard containers for commingled Recyclable Materials and shall pickup and remove the contents of said containers on a schedule approved by the City Manager.
- (d) Public Works Services Center – Contractor shall furnish one (1) three (3) cubic yard container for commingled Recyclable Materials, and forty (40) cubic yard containers as necessary for Green Waste and shall pickup and remove the contents of said containers on a schedule approved by the Public Works Services Director.
- (e) Other facilities – the City may request and Contractor shall provide additional recycling services at other City facilities through a

memorandum of agreement entered into by the parties, on a schedule approved by the City Manager.

4. The Contractor shall not be required to remove C&D Waste from the construction, alteration, repair, moving or demolition of buildings, or from industrial or manufacturing processes. However, owners and tenants of residential premises may put out C&D Waste for collection by the Contractor as Bulky Waste (in an amount less than one (1) cubic yard) if the alteration or repair work is performed individually by the owner or tenant. Collection of additional amounts of C&D Waste, or other temporary collection services using roll-off boxes, may be provided by Contractor as a non-exclusive service outside of the scope of this Agreement.
5. All work required of the Contractor shall be done in a thorough and workmanlike manner to the satisfaction of the City.
6. Hazardous Waste Prevention and Education. Contractor shall implement and maintain a hazardous waste screening, identification and prevention training program for employees that pick-up, handle and/or transport MSW. Contractor shall certify in writing to the City Manager that its employees have the proper training and/or certification. Contractor shall also make a good faith effort to educate customers about alternatives to potentially hazardous products and the proper disposal of household hazardous waste.

7. Contractor shall guarantee long-term access to disposal capacity necessary to meet the mandate identified in State of California Assembly Bill 939. This guarantee will be provided by Contractor for the term of this Agreement, including any and all extensions. This guarantee will be achieved through the use of disposal facilities owned or operated by Contractor or an affiliate, publicly-owned or operated disposal facilities, or other privately-owned or operated facilities. By way of example, Contractor owned or operated disposal facilities include the El Sobrante Landfill in Corona, CA, the Simi Valley Landfill in Simi Valley, CA, the Antelope Valley Landfill in Palmdale, CA or the Lancaster Landfill in Lancaster, CA.
8. The Contractor shall transport 50% of all the solid waste collected from multi-family complexes to the Commerce Waste to Energy Facility (CREF), or other transformation facilities, transforming the solid waste to energy and the byproduct into ash, or such greater amount as is necessary for the City to meet the diversion requirement mandated under state law after implementation of other diversion and public education programs, unless Contractor submits and the City Manager approves an alternative waste diversion program that will achieve 50% diversion from multi-family complexes.

C. REFUSE AND RECYCLING CONTAINERS

1. All Carts & Bins used for the single family and multi-family curbside, alleyside, backyard MSW, Recyclables, Green Waste, and special collection will be

provided at the Contractor's expense. Charges for service will be in accordance with the rates established by the City Council by Resolution as shown in Exhibit "B."

2. All Carts shall meet the specifications approved by City and shall be replaced upright. Carts shall not be placed or thrown on the streets, alleys, highways, or on adjoining property at a different location than where the full Cart was collected.
3. The Contractor, his agents and/or employees, shall not cause Carts to be thrown from the truck to the pavement or parkway, or in any other way break or damage or roughly handle the same.
4. Any Cart which will no longer hold refuse without spilling, which leaks, or is not water tight shall be replaced by the Contractor within seven (7) days after notice from the customer stating the condition of such container. Such notice shall be made by telephoning or writing the Contractor reporting the defective condition thereof.
5. The Contractor may provide Bins for mechanical loading wherever customers so request their use. Each container Bin provided shall have the Contractor's company name placed and maintained on one or more locations on the outside in letters not less than six (6) inches in height. Bins shall be water tight. The Contractor shall regularly inspect all Bins, repair or replace any damaged Bins, and maintain an inventory needed to meet the demand of City residents.

6. Residents electing to use Bins for mechanical loading shall use such containers exclusively and shall place such container for pick-up where they are readily accessible to the Contractor's equipment.
7. The Contractor shall provide sufficient persons and equipment so as to limit the time that Bins placed in the public right-of-way by Contractor remain there for a maximum of three (3) hours. The Contractor shall replace or make the necessary repairs within one (1) business day of any and all containers to customers who report such containers missing, lost, stolen or damaged. The replacement cost will be fully borne by the Contractor. In addition, Contractor, upon request by the customer, shall provide one free bin cleaning or bin exchange per year, with additional cleaning charges to be approved by the Public Works Services Director.

D. LOCATION OF COLLECTIONS

Collection of MSW and Recyclables will be made either at curbside, alleyside, or on private property in what is commonly called a "backyard pickup," as respective residents elect.

1. Curbside/Alleyside

At locations electing curbside/alleyside pickup, collections shall be made from the curb along the street in front of each dwelling, except that where alleys exist in the rear of such properties, collection shall be made from the alleys. Contractor provided containers will be placed by the resident at curbside/alleyside by 6:00 a.m. in the appropriate manner as instructed by Contractor.

2. Backyard

At locations electing off-street or backyard pickup, collection shall be made from the point where the owner or tenant locates his containers for collection. Such location shall not be within an enclosed building that may be locked nor inside of locked gates fences, or walls. If MSW is transferred from one container to another container, devise or vehicle, it shall be done neatly, and any spilled materials shall be recollected and no material shall be left strewn or spilled on the premises. The Contractor shall protect all property, and bear full responsibility for damages thereto.

Rates for backyard collection as listed in Exhibit "B."

E. COLLECTION HOURS AND DAYS

1. Unless the City Council determines otherwise in accordance with subsection 6 below, the collection of residential MSW and Recyclables in the City shall be confined to Wednesday between the hours of 7:00 a.m. and 6:00 p.m.
2. The collection schedule will not be maintained on the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. During Holiday weeks, service will be delayed one day. When the holiday falls on a Monday, Tuesday, or Wednesday, collection schedules will be delayed a day and service will be performed on Thursday.
3. If, in the judgment of the City Manager, conditions warrant a temporary departure from the days and hours of collection as determined by the City Council, the City Manager may authorize collection on such days and during such hours as deemed appropriate by Manager.

4. To the extent reasonably possible, collections on each route shall commence at the same point, at the same time and follow the same route each time collections are made.
5. The Contractor shall provide sufficient persons and equipment to complete within one (1) day the collection of all MSW, Recyclables, and Green Waste placed for collection in any mutually agreed upon collection district within the City on the given day.
6. At any time between the first and second anniversary of the Effective Date, the City Council may provide written notice to the Contractor of its preliminary determination to undertake residential collection between Monday and Friday of each week, in five roughly equal areas within the City. Upon receipt of such notice, Contractor agrees to cooperate in good faith with the City Manager to fully evaluate the impacts of the change in schedule, and among other things will assess community acceptance (through surveys, focus groups, and other methods), operational impacts, and the proposed routing and collection schedule. Contractor will prepare a report of its findings and recommendations, to be approved by the City Manager, and the report will be presented to the City Council, which will hold a public hearing and make a final determination as whether to implement five day per week residential collection.

F. COLLECTION SCHEDULE

1. The schedule of collections shall be subject to the approval of the Public Works Services Director. The Contractor shall prepare and file with the

Public Works Services Director a collection schedule, together with a complete map of the routes within the City. Contractor shall indicate thereon in an appropriate and easily understandable manner the days on which collections shall be made to the single family and multi-family complexes

2. The collection schedule, when approved by the Public Works Services Director, shall be maintained unless a change therein is first approved, in writing, by the Public Works Services Director.
3. Prior to the start of any new collection schedule, as approved by the City, the Contractor shall, at Contractor's own expense, by written notice with postage prepaid and forwarded through the United States mail or by personal service, notify each resident of the day or days of the week on which collections will be made. The notice shall contain the day or days of the week upon which collections will be made, the name, address and telephone number of the Contractor, and other information posted in the mail or by personal service to each unit serviced not less than thirty (30) days prior to the change of collection schedule. The Contractor shall also cause a schedule of collections to be published twice in a responsible newspaper of local circulation once each week for two (2) successive weeks immediately prior to the change in the collection schedule in a district. The published schedule shall contain the same information as the written notice outlined above, and shall clearly indicate the precise area involved in the change.
4. For any given roadway, collections on both sides of the roadway shall be made on the same day.

5. The City Manager shall have the authority to authorize any deviations from the established schedule.

G. COLLECTION RATES AND BILLS – INFORMATION AND PROCESS

1. The City Council shall, by resolution, fix and determine maximum rates that shall be charged by the Contractor for the collection and removal of residential MSW and Recyclables. The rates thus fixed and determined shall remain in effect for the period prescribed or until changed in like manner by the City Council, in accordance with this Agreement. The Contractor shall not charge or collect any fees or rates other than the fees or rates thus fixed and determined.
2. The rates for service as of the Effective Date through June 30, 2011 are set forth in Exhibit "B". Beginning July 1, 2011 and on each July 1 thereafter, subject to the requirements of subsection 3 below, the rates shall be adjusted in accordance with the rate adjustment methodology set forth below. Contractor shall submit to the City, not less than ninety (90) days prior to the effective date of the proposed adjustment, information in support of the adjustment. The City Manager shall review the information submitted by Contractor for completeness and accuracy. The City Manager shall refer the proposed adjustment to the City Council for approval, which shall not be withheld unless the City determines the information submitted by Contractor is incomplete or inaccurate. Contractor acknowledges that its late submission of the proposed adjustment and supporting information may make it impossible for the City to timely complete compliance with Proposition 218's

notice and majority protest procedures so as to allow the rate increase to take effect on July 1st.

Rate Adjustment Methodology. The rates consist of the following components, with the following component weightings.

Service Component. The Service Component comprises sixty-five percent (65%) of the overall rates. The Service Component shall be adjusted annually by seventy-five (75%) of the percentage increase or decrease in the Consumer Price Index (“CPI”), All Urban Consumers, for the Los Angeles-Orange County – Riverside Metropolitan Statistical Area (MSA), as published by the United States Department of Labor, Bureau of Labor Statistics.

Fuel Component. The Fuel Component comprises five percent (5%) of the overall rates. The Fuel Component shall be adjusted annually by the percentage increase or decrease in the annual Ultra-Low Sulfur Diesel and/or CNG or LNG (On Highway) price published in the Official Energy Statistics, as published by the United States Department of Energy, proportionally based on the fuel used by the vehicles in service.

Disposal/Green Waste Component. The Disposal Component comprises thirty percent (30%) of the overall rates. The Disposal Component shall be adjusted annually based on the percentage increase or decrease in the per ton tipping fee per ton actually charged at the Los Angeles County Sanitation District Disposal Facilities and Composting Facilities providing services for Solid Waste and Green Waste generated in the San Gabriel Valley. The per ton tipping fee used for this calculation shall be assumed to include all

federal, state, and local taxes, fees, and assessments levied on or applicable to the processing, transportation, or disposal of solid waste. Notwithstanding the actual date of a Disposal/Green Waste Facility cost increase, increases in Contractor's approved rates to reflect Disposal/Green Waste Facility cost increases shall take effect only on July 1 of each year, concurrently with the other rate increases described in this Agreement.

Example (1)

Rate Component Annual Change Assumptions (example):

Consumer Price Index- Service Component	4.20%
Producer Price Index #2 Diesel- Fuel Component	50.4%
Change in Puente Hills Gate Rate- Disposal Component	12.25%

Rate Component	Adjustment due to change in indices/change in disposal fees	Relative Weight Rate	Weighted Rate of Adjustment Percentage
Service Component (75% of CPI)	3.15%	65%	2.05%
Fuel Component	50.40%	5%	2.52%
Disposal/Green Waste Component	12.25%	30%	3.68%
Total		100%	8.25%

Example Using 2008 Rate of \$16.38

Current Rate	\$16.38
Rate Increase%	8.25%
Rate \$ Increase	\$1.35
Recycling Charge	\$0.78
AB 939 Fee	\$0.30
Adjusted Rate	\$18.81

CPI calculation based on XX to XX

Index Change - 8.843 - 4.2%

PPI Diesel based on XX compared to XX

Index Change - 99.5% - 50.4%

Puente Hills Disposal/Green Waste Component based on gate rate information May 2008

- a. The figures set forth in this example are based on current Disposal/Green Waste Facility fees and rates. This formula, and resulting rate increase, will be applied uniformly to all rates, with the exception that the portion of the rates comprising the surcharges assessed by Contractor for recycling and the AB939 fee under subsections 3 and 4 below shall be fixed.
3. Notwithstanding the provisions of subsection 2 above, the amount of any annual rate adjustment will be reduced such that it will not cause the rates for services to exceed the applicable rates charged in more than the lowest one-third of all cities in the San Gabriel Valley receiving similar services. In comparing rates, the determination of whether similar services are received will consider the number, size and type of residential containers, the frequency of collection, and the amount and value of additional services provided to residents at no cost. In addition, in comparing rates with other cities, franchise fees and AB 939 fees will not be considered, but fees or charges directly related to the provision of services (such as fuel surcharges, capital accounts, etc.) will be considered. Contractor shall submit a rate comparison table each year with its request for an annual rate adjustment, and determine any reduction in the annual rate adjustment necessitated by the rate comparison. However, in no instance shall this rate comparison result in a reduction of the overall rates charged to residents from the rates charged during the prior year.
4. The Contractor shall assess as part of the rates an AB 939 fee of thirty cents (\$0.30) per month per residential unit will be used to offset the costs to fund

reduction and recycling element and the integrated waste management plan.

The fee shall be in addition to any other fee or charge for solid waste collection authorized by the Arcadia Municipal Code and refuse rate resolutions.

a. The Contractor shall charge the residential AB939 fee to the person in whose name refuse service is registered. The fee shall be charged and billed as a monthly regular service charge, and no credit shall be allowed for this portion of a month's service.

b. The Contractor shall remit the residential AB939 fees to the City on a quarterly basis.

5. The Contractor shall assess as part of the rates a monthly per unit surcharge for recycling as follows:

\$0.78 for single family homes.

\$0.78 for single family homes backyard service.

\$1.00 per unit for multi-family complexes between two (2) to six (6) units.

\$1.50 per unit for multi-family complexes greater than six (6) units.

The above surcharge rates shall remain fixed throughout the term of this Agreement unless otherwise altered by City.

6. Contractor may request an adjustment to the service rates other than as provided in Section G.2 above to provide for the reimbursement of unusual changes in the costs of providing service. "Unusual changes" may include changes in state or local government solid waste fees and charges, changes in the law, or changed or additional services requested

by the City. These changes do not include inaccurate estimates by Contractor of its proposed cost of operations, or decreases in the commodity value of Recyclable Material. The City shall review Contractor's request and, except as provided below, in the City's sole judgment, make the final determination on the appropriate amount of the adjustment, if any, subject to compliance with Proposition 218's notice and hearing requirements and all other applicable law. A requested adjustment that is supported by full and complete documentation shall be approved or denied by the City in its reasonable judgment in the case of adjustments not exceeding the cost of additional reporting required by the City (except to the extent that such additional reporting is necessary to comply with state or federal law), changes in the law, changed or additional services requested by the City, any change in the ordinances of the City affecting the Company's operations, changes in state or local government solid waste fees, charges or surcharges, or the City's imposition of a franchise fee.

7. Except as otherwise provided in this Agreement, the Contractor shall not make or grant any preference or advantage to any person, nor subject any person to prejudice or disadvantage with respect to rates, fees, charges, services, facilities, rules, regulations, or any other respect.
8. The Contractor may collect from any and all persons from whom refuse is collected and removed by Contractor under, and in accordance with, the terms of this Agreement, such sums as may be lawfully charged and

which are due for such collection and removal and does hereby release the City from any liability for payment of any sum or sums which are now due, or which may hereafter become due, to the Contractor for such collection and removal, except where arising from the City's violation of applicable law.

9. The Contractor shall obtain the written approval of the City Manager as to the billing periods used.

10. Each bill shall contain the name, address, telephone number and office hours of the Contractor, the amount and period being billed, and any other information necessary to assist residents as determined by the City Manager. One time each fiscal year, and at least thirty (30) days prior to any rate change, the Contractor shall mail all residents a listing of all refuse services available and the approved rates for those services. City is entitled to include bill inserts upon request by the City Manager to provide essential information to residents regarding refuse and recycling services and education.

11. The Contractor shall provide an advance payment discount. Customers who so elect, may pay their annual trash bill, as projected, based on the current month's rate in July for the ensuing year. Customers will receive a one (1) month credit of the applicable service charge to their bill in lieu of the twelfth month (June) charge.

12. Contractor shall provide a discounted rate as described in Exhibit "B" for senior citizens.

13. The Contractor shall bill customers on a quarterly basis with bills sent no sooner than six (6) weeks after the first date of each quarter. Each quarter shall begin July 1, October 1, January 1, and April 1 of each year.

H. FRANCHISE FEE; ADMINISTRATION FEE

1. Franchise Fee (future application): Nothing herein shall be deemed to preclude the City from future imposition of a Residential Refuse collection franchise fee applicable to the Contractor, if adopted by the City pursuant to the City Charter.
2. Administrative Fee. In order to defray the City's costs of administering this Agreement, including maintaining City streets, Contractor agrees to pay the City on each July 1 during the term of this Agreement an annual street pavement maintenance fee of One Hundred Thousand Dollars (\$100,000.00). Contractor acknowledges that this fee is contractual in nature, and is not a City-imposed "tax, permit fee, or other charge for the privilege of using its streets or highways" for purposes of California Vehicle Code section 9400.8 and any other applicable law. Contractor hereby irrevocably waives any right it may have to assert that the fee established in this paragraph, or the City's collection of the fee, is invalid or preempted by applicable law. The Administrative Fee shall be adjusted annually by the percentage increase or decrease in the Consumer Price Index ("CPI"), All Urban Consumers, for the Los Angeles-Orange County – Riverside Metropolitan Statistical Area (MSA), as published by the United States Department of Labor, Bureau of Labor Statistics.

I. OFFICE, INQUIRIES AND COMPLAINTS

1. The Contractor shall maintain telephone listings in the directories of the telephone companies servicing the City in the name by which the firm is most commonly known.
2. The Contractor shall have at all times during the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, provide an employee at the Contractor's office to answer inquiries and to receive complaints.
3. The Contractor shall maintain a written record of all complaints received, including the name, address, and telephone number of the customer, a description of the complaints, the time the complaint was received, the action taken in response to the complaint, and the time the responsive action was taken. The Contractor shall provide the City with a copy of the written complaint record every month. The written complaint record shall be provided to the City within thirty (30) days after the end of each City month.

In the event that any customer reports to the City Manager that a complaint or claim for a damaged container has not been resolved to the customer's satisfaction, the City Manager may require the Contractor to present a detailed report outlining the nature of the complaint and remedies proposed or action taken to resolve said complaint or claim. If it is the opinion of the City Manager that the Contractor's remedies proposed and action taken are insufficient to adequately resolve the complaint, the City Manager may require the Contractor to carry-out an alternative remedy process intended to resolve the complaint or claim. Said remedies will be carried out at no cost whatsoever to the City, unless otherwise specified by the City Manager.

J. CUSTOMER SERVICE PERFORMANCE STANDARDS

1. The Contractor's customer service representatives will treat all customers in a friendly and courteous manner.
2. The Contractor's customer service representatives will be fully knowledgeable about this Agreement for Refuse and Recycling Services.
3. Contractor shall maintain a local telephone number, toll-free to customers, at least during normal office hours as set forth in Section I-2, i.e., 8:00 a.m. to 5:00 p.m. ("Phone Hours"). The telephone number shall be listed under Contractor's name and the City's governmental listings in the City telephone directory. Contractor shall maintain telephone answering system capable of accepting at least five (5) incoming calls at one (1) time. Contractor shall provide an answering machine or answering service to take reports of missed pick-ups and other complaints which are received outside of Phone Hours.
4. Contractor shall also maintain a local emergency telephone number for use outside Contractor's Phone Hours, which shall be separately listed as an emergency number for use by City personnel. Contractor shall have a representative, or answering service required to contact such City personnel within one (1) hour of the initial call.
5. Contractor shall at all times maintain the capability of responding to telephone calls in English, Spanish, Chinese, and such other languages as may be mutually agreed upon. Contractor shall at all times maintain the capability of responding to telephone calls through Telecommunications Device for the

Deaf (TDD) Services. These capabilities shall be maintained for both the local telephone number and the emergency telephone number.

6. Contractor shall record in a computerized daily log all complaints, including date, time, complainants name and address, if the complainant is willing to give this information, and nature and date and manner of resolution of complaint. Any such calls received via Contractor's answering service shall be recorded in the log no later than the following work day. The computerized logs shall be available for inspection by City during Office Hours. All incoming calls shall be answered within a maximum of four (4) rings. Any call "on-hold" in excess of 1.5 minutes shall be switched to a message center where Contractor shall maintain information in a daily log to enable a customer service representative to return customer calls. All "call-backs" shall be attempted a minimum of one (1) time prior to 5:00 p.m. on the day of the call. If the caller is not contacted on the first attempt, Contractor shall make subsequent attempts on the next working day after the original call. Contractor shall make a minimum of three (3) attempts within one (1) business day of the receipt of the call. If Contractor is unable to reach the caller on the phone, Contractor shall send a postcard to the caller. All attempts to contact the caller shall be recorded on the log kept by the Contractor.
7. Contractor will provide a customer with a notice of delinquency in the event of non-payment after forty-five (45) days from the date of a billing. If payment is not received within forty-five (45) days from the date of the notice of

delinquency, Contractor may terminate collection service at the delinquent account until payment in full has been received, including any accrued interest, payment of a reactivation fee in the amount set forth in Exhibit "B", and reimbursement of any non-sufficient funds (NSF) bank charges or other costs of collection. Company may charge interest on any delinquent account at the maximum annual rate allowed by law for such time, as the bill remains unpaid after its due date, and a late fee of \$3.00 per delinquent billing per account. Contractor's billings shall contain statements advising accounts of Contractor's right to charge interest on delinquent bills. Contractor will provide the City a list of delinquent accounts upon written request.

8. In the case of a missed pick-up called in by a resident or the City and confirmed to be the fault of Contractor by the electronic complaint log, Contractor shall collect the MSW or recyclables from such resident within one (1) business day from the time the Contractor was notified verbally or in writing of such missed collection.
9. New service shall be started within one (1) business day of Resident contacting Contractor.
10. There shall be annual reports to customers defining customer service performance standards, services provided including standards and levels of service. The report shall be provided to all customers after review and approval by the Public Works Services Director. This report shall be distributed in July of each year.

11. When Contractor fails to collect as required by this Agreement from a specific address (location) a non-collection information notice shall be required. Such notice shall mean a form approved by the City Manager left by Contractor for customers explaining why a customer's refuse, recyclables or greenwaste was not collected. Information to be included on the form shall include but may not be limited to:

(a) Reason for non-collection.

- (1) Waste not properly placed in container.
- (2) Waste not placed in proper safe collection location.
- (3) Hazardous waste or unsafe materials.
- (4) Improper recycling materials set-out.

(b) Time Notice is given.

(c) Address of customer.

(d) Manner in which materials should be prepared. Such notices shall be numbered sequentially and shall be printed at the Contractor's expense.

K. PUBLIC EDUCATION PROGRAM

1. Contractor acknowledges that education and public awareness are essential elements of efforts to achieve state-mandated diversion requirements. Accordingly, Contractor, at its sole expense, will implement a Public Education Program to expand public and customer awareness regarding available services and the necessity for methods of reducing, reusing, and recycling solid waste. Contractor must cooperate fully with City in this regard. The detailed Public Education Program is included as Exhibit "C" to this Agreement. By November 1 of each year,

beginning November 1, 2009, Contractor will submit a revised Public Education Program for the upcoming twelve (12) month period for review and approval by the City Manager. At a minimum, the Public Education Program will consist of two (2) mailers each year to all commercial accounts describing recycling services with follow up calls to commercial accounts most likely to generate high volumes of recycled materials, and two (2) mailers each year to all residential accounts consisting of a newsletter, a fact sheet describing available services and the rates for services, recycling services, and the holiday pickup schedule. In addition, the Public Education Program will include events to promote recycling and other diversion techniques at public schools located in the City.

2. Any promotional and/or educational materials, whether mentioned in the Public Education Plan or not shall be reviewed by each party. Each party shall have at least five (5) business days to review draft copies of such materials prior to being distributed. Contractor will submit draft copies of such materials prior to being distributed. Final approval shall be made in writing to the party responsible for producing such materials.

L. VEHICLES AND EQUIPMENT

This section shall apply to all vehicles referred to in Section A-22 (Definitions) plus any other vehicles and/or equipment as designated by the Public Works Services Director.

1. All trucks and other equipment used to collect, haul or dispose of MSW and Recyclables shall at all times be kept clean, in good repair and uniformly painted, to the satisfaction of the Public Works Services Director.

2. Each July during the term of this Agreement, Contractor shall submit a list of all collection vehicles routinely used to provide service in the City, including VIN, manufacturer, model, type of vehicle (i.e. descriptive notation such as "front end loader," "compactor," etc.), model year, truck number, DMV license number, the age of the chassis and body, type of fuel used, capacity, the date of acquisition, and the maintenance and rebuilt status, as well as an inventory of Containers (by volume and size), required record keeping, inventory and maintenance records. The listing of vehicles shall include spare vehicles used only in cases of breakdowns or emergencies. The inventory shall be maintained in a City-compatible computer format.
3. All vehicles used to collect, haul or dispose of MSW and Recyclables shall be painted as needed to maintain a neat and clean appearance.
4. Each vehicle used to collect, haul or dispose of MSW and Recyclables shall be constructed and used so that collected materials, oil or grease will not blow, fall or leak out of the truck onto the street. All collected materials shall be transported by means of vehicles equipped with water-tight bodies fitted with close fitting metal covers. Should any collected materials be dropped or spilled in collecting, transferring or transporting, they shall be immediately cleaned up. A broom and a shovel shall be carried on each truck at all times for this purpose. Expenses incurred by the City in the collection and disposal of any such spilled or dropped materials shall be paid to the City, on demand, by the Contractor.

5. All collection vehicles or trailer bodies shall be cleaned thoroughly by flushing with water as needed to prevent nuisance odors.
6. The Contractor's name, vehicle unit number and telephone number shall be painted on each side of the body of each vehicle. The letters shall be in a color contrasting sharply with color of the vehicle, and shall not be less than six (6) inches in height and four (4) inches in width.
7. The brake system of each vehicle used to collect, haul or dispose of MSW and Recyclables in the City shall be inspected and certified twice each year by the California Highway Patrol or by a brake inspection station licensed by the California Highway Patrol. Notice of such certification shall be filed with the City License Officer and the Public Works Services Director each June and December prior to the issuance of a business license, and as vehicles are placed into service. Failure to submit required notice of such certification shall be grounds for the City Manager or Chief of Police ordering that the vehicle be removed from service until a notice evidencing passage of inspection, as required, is received by the Business License Officer and Public Works Services Director.
8. Each vehicle of three (3) or more axles used to collect, haul or dispose of MSW and Recyclables in the City shall be maintained in compliance with the Motor Carrier Safety Regulations set forth in Title 13 of the California Administrative Code (Motor Vehicles).
9. The Chief of Police, Public Works Services Director or City Manager may cause any vehicle used to collect, haul or dispose of MSW and Recyclables in

the City to be inspected and tested at reasonable times so as not to interfere with Contractor's operations and in such manner as may be appropriate to determine that such vehicle is being maintained in compliance with the provisions of the Arcadia Municipal Code, the California Vehicle Code, this Agreement and other related provisions.

10. The Chief of Police, Public Works Services Director or City Manager may authorize the removal of any vehicle from service if said vehicle is found to be in noncompliance with the Arcadia Municipal Code, the California Vehicle Code, this Agreement, and other related provisions. Vehicles shall not be returned to service until duly authorized by the Chief of Police, City Manager and/or the Public Works Services Director.
11. Each vehicle used to collect, haul or dispose of MSW and Recyclables shall be equipped with an audible warning device that is activated when the vehicle is backing up.
12. No vehicle used to collect, haul or dispose of MSW and Recyclables shall be loaded in excess of the manufacturer's gross vehicle weight rating or in excess of the maximum weight specified by the California Vehicle Code, whichever is less. Evidence of the manufacturer's name and gross vehicle weight rating shall be maintained in, or upon, every vehicle.
13. The Contractor shall provide the City with copies of all vehicle inspection reports within forty-eight (48) hours of the time and date they are requested. Contractor shall also provide City with all accident reports and records that arise out of such incidents involving Contractor vehicles within the City of

Arcadia. Such report shall be provided to the City within twenty four (24) hours of the accident or incident.

14. During the term of this Agreement, unless otherwise approved by the City Manager (and provided that the alternative plan approved by the City Manager will not violate any applicable statute, regulation, rule or order), Contractor shall not introduce into service in Arcadia vehicles previously used elsewhere used to collect, haul or dispose of MSW and Recyclables that are not "alternative-fuel heavy-duty vehicles" or "pilot-ignition heavy-duty vehicles," as those terms are defined in Rule 1193 adopted by the South Coast Air Quality Management District, as it may be amended. Notwithstanding the foregoing, Contractor may use collection vehicles not meeting the criteria in the preceding sentence on a temporary basis, not to exceed thirty (30) days. In providing services under this Agreement, Contractor shall comply in all respects with: (i) Rule 1193; (ii) the "Final Regulation Order" adopted by the California Air Resources Board regarding diesel particulate matter control measures for solid waste collection vehicles, including all implementing regulations, as they may be amended; and (iii) all other applicable rules, statutes, orders, or other forms of mandate issued or adopted by a government agency with jurisdiction over air quality. In addition to any indemnification obligations set forth elsewhere in this Agreement, Contractor shall defend, indemnify, and hold harmless City against any fines, penalties, losses, or claims arising out of Contractor's failure to comply with this paragraph.

M. TITLE TO MSW (SOLID WASTE)

Except as otherwise provided in state law, when Solid Waste, Green Waste or Recyclables are collected from containers placed at the designated collection location, ownership and the right to possession will transfer directly from the customer to Contractor.

N. CONTRACTOR'S NAME

The Contractor shall not use the words "Arcadia," "City," "Municipal," "Community" or other like words in Contractor's corporate name or on Contractor's equipment.

O. LIABILITY INSURANCE

1. Contractor shall furnish to the City and file with the City Clerk and at all times during the existence of this Agreement, maintain in full force and effect, at its own cost and expense, a general comprehensive public liability insurance policy, including coverage for premises-operations, explosion and collapse hazard, underground hazard, contractual insurance, broad form property damage, independent contractors, personal injury and comprehensive automobile liability insurance in protection of the City, its officers, boards, commissioners, agent and employees, with a company approved by the City Risk Manager in a form satisfactory to the City Attorney, protecting the City and all persons against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of the Contractor under this Agreement with a minimum of not less than \$5,000,000 combined single limit for bodily injury, including accidental death and property damage.

2. The City shall be named as an additional insured in any of said insurance policies. Where such insurance is provided by a policy which also covers Contractor or any other entity or persons, it shall contain the standard cross-liability endorsement. Such policies shall contain a provision that a written notice of cancellation or reduction in coverage of said policy shall be delivered to the City Clerk and City Attorney thirty (30) days in advance of the effective date thereof.

Said insurance policy shall contain the following endorsements:

- (a) The naming of an additional insured, as herein provided, shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured; and
- (b) The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof; and
- (c) The additional insured named herein shall not, by reason of being so named, be considered a member of any mutual insurance company for any purpose whatsoever; and
- (d) The provisions of the policy will not be changed, suspended, cancelled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured thirty (30) days written notice; and

- (e) Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance which is referred to by the certificate.
3. Failure to file or maintain said policy of insurance shall be deemed a breach of the Agreement, and shall be grounds to terminate the Agreement by the City Council.

P. CITY HELD HARMLESS

In consideration of the terms and provisions of this Agreement, Contractor shall agree to relieve, release, defend, hold harmless and forever discharge the City and its officers, agents, servants, insurers, successors, heirs and each of them, of and from any and all claims, rights, debts, liabilities, demands, obligations, liens, promises, acts, agreements, costs and expenses (including but not limited to, attorneys' fees and costs), damages, actions and causes of action, of whatsoever kind or nature (including without limitation, any statutory, civil or administrative claim), whether known or unknown, suspected or unsuspected, fixed or contingent, apparent or connected with Contractor's services pursuant to this Agreement. Contractor acknowledges that they are the "arranger" as that term is used at 42 U.S.C. Section 9607. Contractor shall pay any response or remedial costs, as those terms are defined at 42 U.S.C. Section 9601, (CERCLA) plus attorney and expert fees and costs imposed against the City arising out of or related to Contractor's services under the Agreement.

Contractor shall be responsible for prompt repair and replacement in the event of damage to private property caused by its operations. Disputes between

Contractor and its customers as to damage claims are civil matters, and complaints of damage received by the City will be referred to Contractor. Contractor understands that performance under this Agreement may involve the operation of its collection vehicles over private roads and streets. Disputes between Contractor and its customers as to damage to private pavement are civil matter, and complaints of damage received by the City will be referred to Contractor. In addition, Contractor is responsible for damage to City's driving surfaces, whether paved or not paved, beyond normal wear and tear, caused by the Contractor's vehicles.

Q. WORKERS COMPENSATION INSURANCE

The contractor shall at all times keep fully insured, at his own expense, all persons employed by him in connection with the performance of this Agreement as required by the provisions of the Labor Code of the State of California relating to Workers' Compensation and Insurance and shall hold the City free and harmless from all liability arising by reason of injuries of any employee of the Contractor incurred in course of employment hereunder. The Contractor shall file and maintain certificates with the City Clerk and City Risk Manager showing said insurance to be in full force and effect at all times during the course of the Agreement. No work shall be done by the Contractor during any period when Contractor is not covered by insurance as herein required.

R. AGREEMENT TERM AND RENEWAL

1. The term of this Agreement shall commence on the Effective Date and expire at the close of business on June 30, 2016, subject to extension as provided

herein. Thereafter, the term of this Agreement may be extended for up to three (3) periods of one (1) year each, upon mutual agreement of the parties. Any party wishing to extend the term will give written notice to the other of its desire to extend not less than ninety (90) days prior to the expiration of the initial seven (7) year term or any extension term.

S. TERMINATION/CITY ACTION REGARDING COMPLIANCE

1. In addition to any other remedy herein provided, or provided by law, the City may terminate this Agreement in whole, or by directing Contractor to cease performing any portion or item of its services as set forth in this Agreement if the Contractor is in default of any item or provision, hereof, including the requirements that performance shall be in a workmanlike manner and otherwise satisfactory to the City; provided, however, that before such right of termination may be exercised by the City, the City shall give to the Contractor written notice of such default, specifying the particulars in which the Contractor is in default, and if such default is cured and satisfactory service rendered by the Contractor as determined by the City, within fifteen (15) days after such written notice, the Agreement shall not be terminated by the City. During the fifteen (15) day period, the Contractor may submit evidence in accordance with Section 2 below or any other information showing that no default has occurred. The City Council shall consider this and other pertinent information before its final determination regarding termination. Notice of termination shall take effect immediately in an event of default which endangers PUBLIC HEALTH, WELFARE OR SAFETY. If Contractor fails to

comply with any of the City's collection schedule requirements for thirty-six (36) consecutive hours, such default is non-curable and shall cause automatic termination of the Agreement. Notwithstanding the above, other defaults that endanger public health, welfare or safety shall be subject to a written notice of default as set forth above, except that the time to cure and provide satisfactory service shall be five (5) days.

2. If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitations, acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerate or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the affected party, then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming excuse from performance shall promptly notify the other party when it learns of the existence of such cause and when such cause has terminated. The interruption or discontinuance of services by a party caused by circumstances outside of its control shall not constitute a default under this Agreement.

3. The City shall have the option and right to use the collection vehicles and equipment of the Contractor customarily used in the performance of the Agreement for the purpose of compliance with this Agreement at any time after the Contractor has failed to timely cure any breach of this Agreement. In the event the City exercises said option, the City shall pay to the Contractor a reasonable rental figure for its use of said collection vehicles and equipment and return said collection vehicles and equipment to the Contractor in as good condition as received, reasonable wear and tear excepted. Reasonable rental is defined to mean cost of maintenance and operation, including depreciation, during the period of such use by the City. Such reasonable wear and tear is to be determined, should the need arise, by the maintenance and cost records regularly maintained and kept by the Contractor. The provisions for the use of the Contractor's equipment shall be consented to by any person, firm or corporation having any financial interest in, lien upon or financial obligation due from the Contractor or his business.
4. Should the City exercise its option to use the trucks and equipment of the Contractor as outlined in 3 above all accounts receivable records, route records and one hundred percent (100%) of the Contractor's gross city-wide refuse collection revenue shall immediately become the property of the City during the entire period that the City exercises said option.
5. Should this Agreement be terminated for any reason, all accounts receivable records and route records for the City residents shall immediately become the property of the City.

6. In the event of termination of this Agreement due to breach by the Contractor, Contractor shall be liable to the City for all loss, damage or expense for which the City may become liable or indebted to provide replacement service to its residents.

T. COOPERATION DURING TRANSITION

In the event Contractor is not awarded an Agreement to continue to provide services following the expiration or earlier termination of this Agreement, Contractor shall cooperate fully with City and any subsequent contractor(s) to assure a smooth transition of services described in this Agreement, including transfer of Records (including computer data, files and tapes); complete routing information, route maps, vehicle fleet information, and customer billing lists upon request of the City; providing other reports and data required by this Agreement and coordinating with City and any subsequent contractor(s) with respect to exchanging containers. With respect to the exchange of containers, Contractor shall not remove a container from any customer's premises until earlier of: (1) the date replacement containers are provided to the customer or (2) three (3) months after the expiration or termination of this Agreement. Contractor agrees to sell containers to customers at fair market value. Such obligations of Contractor shall survive the termination of this Agreement.

U. REPORTS REQUIRED

1. The Contractor shall provide the City Manager, at the times and in the form prescribed by the City Manager, such reports with respect to the Contractor's operations as may be reasonably necessary or appropriate to the

performance of any of the rights, functions or duties of the City in connection with this Agreement.

2. Such reports (monthly) shall include, but shall be limited to the following, which shall be submitted to the City Manager no later than the end of the following month. For purposes of this section regarding monthly reports, a reporting period shall be a calendar month. Reports shall be due no later than the last day of the following calendar month.
 - (a) Monthly Reports. Contractor shall include at a minimum, the following information in the monthly report, indicating the reporting period.
 - (1) Total number of tons of Refuse collected from single family units, multi-family units and City facilities delineated specifically by these specific categories.
 - (2) Total number of tons of Recyclables collected from single family units, multi-family units and City facilities delineated specifically by these specific categories.
 - (3) Total number of tons of Green Waste collected from single family units, multi-family units and City facilities delineated specifically by these specific categories.
 - (4) Number of tons of Bulky Waste picked-up, location and quantity (in tons) where disposed or recycled.
 - (5) Number of non-collections, address of each customer where non-collection occurred, and reason for non-collection.

- (6) Number of stop service/non-payment customers, address of customer, number of days past due of bill, and amount owing on the bill.
- (7) Number of set-outs of Recyclables.
- (8) Copy of complaint log and how each complaint was resolved.
- (9) A narrative account of problems encountered during the reporting period in connection with MSW and Recyclables collection, processing and/or marketing and the action taken by the Contractor. The narrative shall include a description of Recyclables rejected for sale after processing; by material type and quantity; reasons for rejection and Contractor's response. Contractor should note any public education efforts undertaken and/or other problems encountered during reporting period.

(b) Quarterly Reports: Contractor shall submit quarterly reports on Refuse collection and disposal and on Recyclables collection, processing and marketing that meet the reporting requirements of the California Integrated Waste Management Act, as such Act may from time to time be amended. For the purposes of the quarterly reports, quarters shall be defined as: First Quarter consisting of July, August and September; Second Quarter consisting of October, November and December; Third Quarter consisting of January, February and March; Fourth Quarter consisting of April, May and June. Contractor shall submit quarterly reports within thirty (30)

calendar days after the end of each quarter. The first quarterly report due shall be the report for First Quarter 1996.

- (1) Names and titles of all employees used in providing Refuse and Recyclables collection service for the City.
- (2) Total number of single family and multi-family unit dwellings served.

(c) Annual Report.

- (1) A collected summary of information contained in the monthly and quarterly reports, including reconciliation of any adjustment from prior reports.
- (2) A discussion of highlights and other noteworthy experiences along with measures taken to resolve problems, increase efficiency and increase participation.
- (3) A Citywide Bulky Waste Report including number of tons, recycled, reused, and disposed. Contractor shall include any recommendations, with supporting rationale for changes in the collection program.
- (4) Vehicle information specified under Section L-2, supra.

(d) Reports Upon Request.

- (1) A description of all cases of property damage and personal injury that have occurred while providing Refuse and Recyclables collection service for the City in the last three (3) years.
- (2) A description of all traffic citations received within the City limits in the past three (3) years.

- (3) Vehicle overweight citations.
- (4) A complete financial statement of the Contractor.
- (5) Vehicular accident reports and equipment and driver citations.

V. EQUAL OPPORTUNITY EMPLOYMENT; IMMIGRATION REFORM ACT

1. Equal Opportunity Employment. In providing Refuse and Recyclables service for the City, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.
 - a. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
2. Immigration Reform and Control Act. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the City, its agents, officers and employees, from any

liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

W. EMPLOYEES FINGER PRINTED

Subject to written notice by the City and consistent with all legal requirements and union contracts, the Contractor may be required to submit its employees to the Arcadia Police Department for finger-printing, at such times so as to not unreasonably interfere with Contractor's operations.

X. NON-TRANSFER/ASSIGNMENTS, ETC.

1. This Agreement shall not be sublet nor assigned, or shall any of the rights or privileges herein granted or authorized be leased, assigned, sold or 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 through the sale of stock or otherwise, except the Contractor, either by act of the Contractor or by operation of the law, without the prior written consent of the City. The granting of such consent shall not render unnecessary any subsequent consent.
2. The Contractor shall promptly notify the City of any proposed change in control and/or ownership of the Contractor. Said change in control and/or ownership is subject to prior approval of the City. Such change in control

shall make the Agreement null and void unless and until the City shall have consented thereto. For the purpose of determining whether it will consent to such change, transfer, or acquisition of control, the City may inquire into the qualifications of the prospective controlling party, and the Contractor shall assist the City in any such inquiry. The City may condition said transfer upon the terms and conditions it deems appropriate. For the purposes of this Section, a presumptive change in control and/or ownership will exist upon sale or transfer of ten percent (10%) or more of the Contractor's ownership, stock, or other control.

1. The Contractor, at least sixty (60) days prior to any transfer as heretofore described, shall file with the City a copy of the deed, agreement, mortgage, lease or other written instrument evidencing such sale, transfer or lease, certified and sworn to as correct by the Contractor.
2. Every such transfer described within, whether voluntary or involuntary, shall be deemed void and of no effect unless Contractor shall have filed such certified copy as is required and City upon approval by the City Council has given written approval.
3. If the Contractor shall violate this Section, or fail to obtain City consent, all of the revenues received from Arcadia customers from the date of violation until the date of consent, if any, shall be returned to the City.
4. In the event of any holding over expiration or other termination of this Agreement, without the prior written consent of the City, the Contractor shall

pay to the City during the continuance of such holding over one hundred percent (100%) of its gross receipts during such holding over.

5. Failure to obtain the approval of the City Council as set forth above shall entitle the City to terminate this Agreement effective thirty (30) days from the date the City provides the Contractor with written notice of disapproval and termination.
6. Contractor acknowledges that the experience and expertise of Contractor are material considerations of City in entering into this Agreement with Contractor. Contractor shall not assign any of Contractor's rights nor delegate any of Contractor's duties under this Agreement without the express written consent of City Council. Any such transfer, assignment, or similar transaction made without the consent of City Council shall be void.
7. Contractor shall submit its request for City consent to the City together with whatever documentation the City may request, including but not limited to any other information required by City to ensure the proposed transferee can fulfill the terms hereof, including the payment of indemnities and damages in a timely, safe and effective manner.
8. Contractor shall pay City reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any transferee, and to review and finalize any documentation required as a condition for approving any such transfer as described above.

Y. RIGHTS RESERVED TO THE CITY

1. At all reasonable times, the Contractor shall permit the City's authorized

representatives to examine all property of the Contractor, and to examine any and all records kept or maintained by the Contractor under his control which pertain to this Agreement.

2. Neither this Agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental right or power of the City.
3. The City Council may do all things which are necessary and convenient in the exercise of its jurisdiction under this Agreement, and may determine any question of fact which may arise during the existence of this Agreement.
4. Except as otherwise specifically set forth in this Agreement, the City Manager is hereby authorized and empowered to adjust, settle, or compromise any controversy or charge arising from the operations of the Contractor under this Agreement, either on behalf of the City, the Contractor, or any subscriber, in the best interest of the public. Either the Contractor, or any member of the public, who may be dissatisfied with any decision of the City Manager, may appeal the matter to the City Council for hearing and determination. The City Council may accept, reject, or modify the decision of the City Manager, and the City Council may adjust, settle, or compromise any controversy or cancel any charge arising from the operations of the Contractor.

Z. NOTICE REQUIREMENTS

All notices required to be given under this Agreement shall be given by placing such notices in the United States mail, postage prepaid, addressed as follows:

City of Arcadia
240 W. Huntington Drive
P.O. Box 60021
Arcadia, California 91006-6021
Attention: City Manager

AND

Public Works Services Department
11800 Goldring Road
P.O. Box 60021
Arcadia, CA 91006-6021
Attention: Public Works Services Director

In the case of notice to Contractor:

Waste Management San Gabriel/Pomona Valley
13940 E. Live Oak Avenue
Baldwin Park, CA 91706
Attention: District Manager

AND

Waste Management – Western Group
7025 N. Scottsdale Road
Suite 200
Scottsdale, AZ 85253
Attention: Group Legal Counsel

AA. SEVERABILITY/SUCCESSORS

If any section, subsection, sentence, clause or phrase of the Agreement is for any reason held illegal, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion hereof. This Agreement shall be binding on, and accrue to, the benefit of the heirs, executors, assigns and successors in interest of the parties hereto.

BB. CHANGE IN SCOPE OF SERVICES

1. Any change in the scope of services shall be mutually agreed upon

between the City and Contractor, after an exchange of written proposals and a negotiation period of at least thirty (30) days from the submittal of the first written proposal, unless extended by written agreement of the Parties, then the provisions in paragraph 2 below shall be effective.

2. **Proposal Implementation.** Upon approval of a proposal, the Contractor shall diligently perform such work in accordance with the schedule in its proposal and for the service fee adjustment, if any, provided by agreement; provided, the Contractor shall not be entitled to any compensation for implementing changes occasioned by its failure to fully perform services in a timely manner as required by this Agreement.

CC. COMPLIANCE WITH LAW

Contractor shall perform and shall cause any contractors and subcontractors to perform all services in accordance and compliance with applicable law, including obtaining and maintaining throughout the term all necessary permits, licenses and approvals required to perform services. Contractor shall show proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the City.

Compliance with Law shall include the Arcadia Municipal Code and any amendments to State or Federal Law that may occur during the term of this Agreement.

Reference to particular provisions or requirements of applicable law herein shall not be construed to limit Contractor's obligation to comply with all provisions of

applicable law. In the event of any inconsistency between applicable law and this Agreement, the more stringent provision shall apply. Nothing herein shall be construed to relieve the Contractor of any obligations imposed by applicable law.

DD. CONTRACT AMENDMENTS

The Parties may change, modify, supplement or amend this Agreement only upon mutual written agreement duly authorized and executed by both Parties.

EE. CONTRACTOR IS INDEPENDENT CONTRACTOR

Contractor shall perform services as an independent contractor engaged by City and not as an officer, agent, servant, employee or partner of City nor as a joint venturer with City. No employee or agent of Contractor shall be deemed to be an employee or agent of City. Contractor shall have the exclusive control over the manner and means of performing services and over all persons performing services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, contractors, subcontractors and agents, none of whom shall be deemed to be an officer, agent, servant, or employee of the City. Neither Contractor nor its officers, employees, contractors, subcontractors and agents shall obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrue to City employees and Contractor expressly waives any claim it may have or acquire to such benefits.

FF. LABOR UNREST; OTHER PERFORMANCE PROBLEMS

Contractor shall maintain and implement a contingency plan to address potential future work stoppages due to labor unrest. The initial contingency plan is included in Exhibit A. Contractor may amend its contingency plan from time to

time during the term of this Agreement, upon review and approval by the City Manager. If Contractor fails to, pay its bills as they become due; or is the subject of a civil or criminal judgment or other action by a federal, state, regional or local agency for violation of an environmental or tax law, or is engaged in a bankruptcy proceeding and the City Manager believes in good faith that Contractor's ability to timely and fully perform services has thereby been placed in substantial jeopardy, the City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and full performance hereunder. If Contractor fails or refused to provide such reasonable assurances by the date required by the City, such failure or refusal shall constitute an event of default and grounds for termination of the Agreement or other action as set forth in Section S above.

GG. DRIVER LICENSING AND SAFETY

Contractor shall ensure that all drivers are trained and qualified in the operation of collection vehicles and that they have in full force and effect a valid license of the appropriate class issued by the California Department of Motor Vehicles.

Contractor shall maintain Photostat copies of licenses for all vehicle operators.

Contractor shall provide suitable operational and safety training for all of its personnel who utilize or operate vehicles or other equipment for collection or who are otherwise directly involved in collection.

HH. PENALTIES REGARDING SERVICE DEFICIENCIES

1. City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent

of damages which shall be incurred by City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that franchised services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

2. The parties further acknowledge that consistent, reliable Solid Waste collection service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in awarding this Agreement to Contractor. 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 Contractor 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 non-performance as an event of default under this Agreement, and in accordance with California Civil Code Section 1671, which establishes requirements for liquidating the damages for the breach of a contract, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages 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.

Contractor

Initial Here



City

Initial Here



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

- (a) Failure to respond to a substantive customer complaint, as determined by the Public Works Services Director: within forty-eight (48) hours of written notice by the Director - \$100.00; within seventy-two (72) hours - \$250.00

plus \$50.00 per day for each subsequent twenty-four (24) hour period of non-response following the seventy-two (72) hour period.

- (b) \$100 as to each monthly report, and \$500 as to each annual report, for each calendar day a required report is late. Any report shall be considered late until such time as a correct and complete report is received by City.
- (c) \$500 for any of the following:
 - each failure to properly return empty Carts to the same location as where the full Carts were collected, which results in pedestrian or vehicular traffic impediments, and which is not remedied on the same business day following notification of Contractor by the customer or the City;
 - each spill or leakage of oil, hydraulic fluid, coolant, or other fluid from any collection vehicle used by Contractor, which causes a stain of 0.5 square feet or greater not cleaned up within eight (8) hours of occurrence.
- (d) \$100 for any of the following:
 - each failure to commence service to a new customer account within seven (7) days after order;
 - each failure to collect Solid Waste, which has been properly set out for collection, from an established customer account on the scheduled collection day and not collected within one (1) business day from notification of Contractor by the customer or the City;

- each failure to resolve a claim of damage to private property (as determined by the City) within thirty (30) days for claims of \$500 or less or within sixty (60) days for claims greater than \$500;
- each failure to close the lid of a Bin following collection of Solid Waste from the Bin not remedied on the same business day following notification of Contractor by the customer or the City;
- each occurrence of excessive noise;
- each failure to resolve each claim of discourteous behavior to a customer (as determined by the City) within three (3) business days following notification of Contractor by customer or the City;
- each failure to clean up spills from Solid Waste Carts or Bins (as determined by the City) on the same business day following notification of Contractor by the customer or the City; and
- each occurrence of collecting Solid Waste during unauthorized hours.

3. City may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement. Contractor shall pay any liquidated damages assessed by City within ten (10) days after they are assessed, or may file an appeal contesting the assessment in accordance with the procedures set forth in Section S.1. If liquidated damages are not paid within the ten (10) day period, City may order the termination of the franchise granted by this Agreement, provided that termination shall not take place during such time as an appeal by Contractor of

any assessment is pending and for ten (10) days following the resolution of any appeal.

4. The City's final decision to impose liquidated damages determined by the City Manager shall not be deemed a waiver by City of any preexisting or concurrent breach of contract or default. The City does not waive its right to terminate or suspend the Agreement by imposing liquidated damages.

II. DIVERSION REQUIREMENT/INDEMNITY

Contractor agrees to protect and defend City with counsel selected by Contractor and approved by City, and, to the extent permitted by Public Resources Code Section 40059.1, to indemnify and hold City harmless from and against all fines or penalties imposed by the California Integrated Waste Management Board if the diversion goals specified in California Public Resources Code Section 41780 as of the date hereof are not met by the City with respect to the materials collected by Contractor under this Agreement or because of Contractor's delays in providing information which the City required to timely submit reports required by the Public Resources Code.

The Contractor shall recycle, process and/or market in a manner which entitles City to diversion credit as specified in California Public Resources Code, Section 41780 measured on a calendar year basis beginning January 1, 1997 ("Minimum Division Requirement").

If the City finds that additional programs are necessary to meet any state-mandated diversion requirements as they may be increased in the future, the City may require proposals for additional diversion programs to meet the

diversion requirements. If necessary, City and Contractor shall enter into good faith negotiations, but if agreement regarding programs and/or rate adjustments cannot be reached City reserves the right upon sixty (60) days notice thereof to contract with another entity for the performance of such services.

JJ. DISPOSAL

1. Disposal/Processing/Composting Facilities. Contractor must transport all Solid Waste, Green Waste or Recyclables collected to a permitted transfer station, MRF, processing facility, composting facility or disposal site. Contractor will use reasonable efforts to divert recyclable material from landfill disposal. Contractor will maintain complete, accurate and up-to-date records of the quantities of Solid Waste, Green Waste or Recyclables transported to the transfer station, MRF, processing facility, composting facility or disposal site. Contractor will ensure that all non-recyclable solid waste collected is disposed of at a permitted disposal site. Contractor will make reasonable efforts to deliver C&D Waste collected by Contractor that is suitable for recycling to an alternate facility where it will be processed for reuse.
2. Disposal Fees. Contractor shall pay for disposal, processing or composting at a facility in accordance with subsection 1 above unless otherwise mutually agreed by City and Contractor. Contractor shall not, under any circumstances whatsoever, cause to be charged to City any material that was collected by Contractor or by any other person, other

than materials collected hereunder without the express prior written authorization of the City representative.

KK. SUBSCRIBER PRIVACY

- A. Contractor shall strictly observe and protect the rights of privacy of customers. Information identifying individual customers or the composition or contents or a customer's Refuse or Recyclables shall not be revealed to any person, governmental unit, private agency or company unless upon the authority of a court of law, by statute or upon valid authorization of the customer. This provision shall not be construed to preclude Contractor from preparing, participating in or assisting in the preparation of waste characterization studies or waste stream analyses, which may be required by AB 939.
- B. Contractor shall not market or distribute mailing lists with the names and addresses of Arcadia customers.
- C. The rights accorded customers pursuant to this section shall be in addition to any other privacy rights accorded customers pursuant to federal or state law.

IN WITNESS WHEREOF, said City has caused its corporate name and seal to be hereunto subscribed and affixed by the Mayor and City Clerk, both thereunto duly authorized, and said Contractor has hereunto subscribed his name.

CITY OF ARCADIA
A Municipal Corporation

By Donald Penman
City Manager

ATTEST:

USA WASTE OF CALIFORNIA, INC.
A Delaware Corporation

John M. Munn, Chief Deputy
City Clerk

By Larry Gottschall
President

APPROVED AS TO FORM:

Stephen P. Deutsch
City Attorney

EXHIBIT A



Contingency Plan

Waste Management understands how important it is to the City of Arcadia to plan ahead to prepare for any type of emergency, whether natural or man-made. As partners with the City, Waste Management is also prepared for any type of emergency or unforeseen circumstances. While it is difficult to plan specifically for every type of emergency, this contingency plan shall serve as an example of Waste Management's abilities to respond quickly and effectively in the event of any emergency or unforeseen event.

With over 10 years experience serving the Arcadia, Waste Management has the experience and dedication to meet the needs of the City, keeping it safe and clean, in any situation. In addition to our experience in collection operations during and following natural disasters and work stoppage, WM has also recently completed its Disaster Management plan for the West Coast. As a result, WM has a pragmatic hands-on approach to preparing for, and reacting to an emergency event.

In any event, as with our day-to-day operations, effective communications is of paramount importance. Waste Management will immediately notify the City of any event that will inhibit our ability to perform collection, processing or disposal services.

Loss of Processing Facilities or Disposal Capabilities

- Solid Waste: In the event that the Puente Hills landfill is unable to accept solid waste from the City Arcadia, Waste Management will transfer MSW to the South Gate Transfer Station. In the event that the South Gate Transfer Station is not available, WM will utilize another transfer station in the area or direct haul the material to one of our disposal sites.

- Green Waste: In the event that the Puente Hills landfill is unable to accept yard debris WM will transport the yard debris to the South Gate Transfer Station. If that option is not available, residents will be asked to commingle their waste and recycling green waste until a processing facility is available.
- Recyclables: If the current processing facilities that we use (Allan Company) are not available, WM will transfer the recyclables to either WMRAA Express in Downtown Los Angeles or WMRAA in Pico Rivera. If that option is not available, residents will be asked to commingle their waste and recycling until a processing facility is available.

Inclement Weather

- Waste Management keeps the safety of our drivers and communities at the forefront of all weather related service issues. In the event of inclement weather, the District and Route Managers will evaluate road conditions. If WM determines that it is unsafe to provide services, our staff will notify the City Manager or the designee of the conditions and request permission to collect only in those portions of the City that do not pose a danger. If the City Manager, in his or her sole discretion, authorizes a weather-related temporary cessation of services, Contractor may temporarily cease collections except in those portions of the City that do not pose a danger. Contractor will provide collection services for customers with interrupted service on the next business day following the cessation of the weather conditions, unless some other schedule is approved by the City Manager. Contractor shall use the outbound dialing systems to notify all of Arcadia residential customers of their next collection day.

Unexpected Circumstance

- Waste Management has developed a local Disaster Plan that includes specific procedures for strikes and catastrophic events. In a catastrophic event, WM would resume service with the assistance of employees based in unaffected areas throughout the Country. WM would prioritize the collection of solid waste from all of Arcadia essential public service facilities.

Equipment Failure

- In the event of equipment failure or loss, Waste Management maintains spare service, delivery and collection vehicles at each Waste Management District in the region. Waste Management has over 400 trucks located within a 30-minute radius of Arcadia, and roughly 2500 trucks in the Southern California region. Each District maintains a 7-10% spare ratio that could assist WM's operations that serve Arcadia, if necessary.
- A large portion of WM's Southern California fleet provides residential collection services and will be available to support large quantities of materials (i.e. after a windstorm). WM also maintains a sufficient inventory of roll-off boxes and 60 open-top 48-foot trailers. This equipment would be available for use in an emergency situation.

Strike or Natural Disaster

- In the event that there is a labor strike, Waste Management would collect municipal solid waste with non-union, certified and experienced WM employees. Waste Management would prioritize collection service customers in order to ensure that all essential public service facilities (i.e. hospitals, nursing homes, schools, etc.) retain collection services. In the event of a strike, WM expects that all normal collection schedules would be resumed within just a few days.
- During a work stoppage, picking up trash will be the first priority. WM will attempt to collect all trash the first week. During the first two weeks of the work stoppage, green waste will be the second priority and recycling the third. In the event that the stoppage lasts longer than two weeks, recycling and green waste will be postponed for two weeks until additional resources are confirmed; customers will be asked to commingle their waste if necessary to stay on schedule.

In the event of emergency, work stoppage or labor disruption, picking up trash will be the first priority. All changes in collection and operations will be communicated to City staff as quickly as possible.

Exhibit "B"

City of Arcadia Residential Refuse and Recycling Collection Service Single Family Rate Schedule

Effective July 1, 2009 the monthly residential refuse and recycling service rates are:

Service Category	STANDARD SERVICE RATES							SENIOR CITIZEN SERVICE RATES						
	2009 Base Rate	#	Green GW carts	Waste Rate	Recycling Charge	AB 939 Fee	Total Monthly Fee	Service Category	2009 Base Rate	#	Green GW carts	Waste Rate	Recycling Charge	AB 939 Fee
Single Family Dwelling, (1)	\$12.57	1	\$1.92	\$0.78	\$0.30	\$15.57		Single Family Dwelling, (1)	\$11.33	1	\$1.74	\$0.78	\$0.30	\$14.15
64 Gallon Can	\$12.57	2	\$2.76	\$0.78	\$0.30	\$16.40			\$11.33	2	\$2.48	\$0.78	\$0.30	\$14.88
	\$12.57	3	\$3.71	\$0.78	\$0.30	\$17.36			\$11.33	3	\$3.35	\$0.78	\$0.30	\$15.76
	\$12.57	4	\$4.60	\$0.78	\$0.30	\$18.25			\$11.33	4	\$4.15	\$0.78	\$0.30	\$16.56
	\$12.57	5	\$5.65	\$0.78	\$0.30	\$19.29			\$11.33	5	\$5.10	\$0.78	\$0.30	\$17.51
Single Family Dwelling, (1)	\$15.42	1	\$1.92	\$0.78	\$0.30	\$18.43		Single Family Dwelling, (1)	\$13.91	1	\$1.74	\$0.78	\$0.30	\$16.73
96 Gallon Can	\$15.42	2	\$2.76	\$0.78	\$0.30	\$19.26			\$13.91	2	\$2.48	\$0.78	\$0.30	\$17.46
	\$15.42	3	\$3.71	\$0.78	\$0.30	\$20.22			\$13.91	3	\$3.35	\$0.78	\$0.30	\$18.34
	\$15.42	4	\$4.60	\$0.78	\$0.30	\$21.11			\$13.91	4	\$4.15	\$0.78	\$0.30	\$19.14
	\$15.42	5	\$5.65	\$0.78	\$0.30	\$22.15			\$13.91	5	\$5.10	\$0.78	\$0.30	\$20.08
Monthly Per Additional Can (Greenwaste)	>5	\$1.05						Monthly Per >5 Additional Can (Greenwaste)		\$0.96				
Single Family Dwelling, (1)	64g	\$9.74		\$0.00	\$0.00	\$9.74		Single Family Dwelling, (1)	64g	\$8.76		\$0.00	\$0.00	\$8.76
Time Per Can	96g	\$9.90		\$0.00	\$0.00	\$9.90			96g	\$8.91		\$0.00	\$0.00	\$8.91
Unscheduled Pickup								Time Per Can						
Monthly Per Additional Can	64g	\$6.85		\$0.00	\$0.00	\$6.85		Monthly Per Additional Can	64g	\$6.17		\$0.00	\$0.00	\$6.17
96g	\$8.45			\$0.00	\$0.00	\$8.45			96g	\$7.63		\$0.00	\$0.00	\$7.63
B/Y Automated Collection Ser.		\$47.53		\$0.78	\$0.30	\$48.61		B/Y Automated Collection Ser.		\$43.37		\$0.78	\$0.30	\$44.45
B/Y Collection 1 Time P/U Per Can		\$15.01		\$0.00	\$0.00	\$15.01		B/Y Collection 1 Time P/U Per Can		\$13.51		\$0.00	\$0.00	\$13.51
B/Y Additional Container		\$12.67		\$0.00	\$0.00	\$12.67		B/Y Additional Container		\$11.44		\$0.00	\$0.00	\$11.44
*Bulky Item P/U		\$31.52		\$0.00	\$0.00	\$31.52		*Bulky Item P/U		\$28.36		\$0.00	\$0.00	\$28.36
Sharps Program		\$29.50	Size- One Quart					Sharps Program		\$29.50	Size- One Quart			
		\$38.58	Size- One Gallon							\$38.58	Size- One Gallon			
Temporary 3 - Yard Bin Service:							Temporary Roll-Off Bin Service:							
Three Day Rental		\$106.68												
Seven Day Rental		\$127.91												
Additional Rate Per Day		\$6.03												

* This pricing applies only to residents that exceed the 4 free Bulky Item collections

Exhibit "B"
City of Arcadia
Refuse Collection Service
Multi-family Base Rate Schedule

2009-2010

**Number of Bins
and size**

STAB RATE
NUMBER OF PICK-UPS PER WEEK

	1	2	3	4	5	6
1 - 1.5 Yard	\$77.24	\$154.50	\$231.74	\$308.99	\$386.24	\$463.47
2 - 1.5 yard	\$140.45	\$280.90	\$421.32	\$561.75	\$702.21	\$842.65
3 - 1.5 yard	\$210.67	\$421.34	\$632.00	\$842.67	\$1,053.33	\$1,264.02
4 - 1.5 yard	\$280.91	\$561.80	\$842.68	\$1,123.58	\$1,404.50	\$1,685.37
5 - 1.5 yard	\$351.11	\$702.25	\$1,053.36	\$1,404.51	\$1,755.63	\$2,106.75
1 - 3 yard	\$92.04	\$170.88	\$276.08	\$368.10	\$460.15	\$552.16
2 - 3 yard	\$164.32	\$341.81	\$492.93	\$657.23	\$821.54	\$985.84
3 - 3 yard	\$236.66	\$512.69	\$709.90	\$946.52	\$1,183.15	\$1,419.80
4 - 3 yard	\$308.94	\$683.56	\$926.78	\$1,235.70	\$1,544.63	\$1,741.05
5 - 3 yard	\$381.26	\$854.45	\$1,143.72	\$1,524.94	\$1,906.19	\$2,287.38
1 - 6 yard	\$172.46	\$344.95	\$517.39	\$689.86	\$862.32	\$1,034.80

**Number of Bins
and Size**

DISMOUNT RATE
NUMBER OF PICK-UPS PER WEEK

	1	2	3	4	5	6
1 - 1.5 yard	\$87.10	\$174.20	\$261.28	\$348.37	\$435.45	\$522.55
2 - 1.5 yard	\$158.36	\$316.70	\$475.07	\$633.42	\$791.75	\$950.11
3 - 1.5 yard	\$237.52	\$475.02	\$712.54	\$950.05	\$1,187.57	\$1,425.05
4 - 1.5 yard	\$316.69	\$633.40	\$950.06	\$1,266.74	\$1,583.45	\$1,900.14
5 - 1.5 yard	\$395.88	\$791.72	\$1,187.60	\$1,583.46	\$1,979.33	\$2,375.19
1 - 3 yard	\$103.79	\$188.99	\$300.70	\$400.84	\$501.17	\$601.37
2 - 3 yard	\$182.41	\$377.91	\$547.19	\$729.61	\$911.99	\$1,094.40
3 - 3 yard	\$264.56	\$566.52	\$793.65	\$1,058.21	\$1,322.76	\$1,587.32
4 - 3 yard	\$346.69	\$755.88	\$1,040.12	\$1,386.82	\$1,733.55	\$2,080.22
5 - 3 yard	\$428.90	\$944.87	\$1,286.62	\$1,715.50	\$2,144.39	\$2,573.25
1 - 6 yard	\$188.80	\$377.63	\$566.39	\$755.18	\$943.97	\$1,132.77

**Number of Bins
and Size**

STAGE RATE
NUMBER OF PICK-UPS PER WEEK

	1	2	3	4	5	6
1 - 1.5 yard	\$95.29	\$190.61	\$285.89	\$381.18	\$476.47	\$571.76
2 - 1.5 yard	\$173.30	\$346.58	\$519.86	\$693.14	\$866.42	\$1,039.71
3 - 1.5 yard	\$259.94	\$519.87	\$779.81	\$1,039.74	\$1,299.67	\$1,559.59
4 - 1.5 yard	\$346.59	\$693.16	\$1,039.75	\$1,386.32	\$1,732.93	\$2,079.50
5 - 1.5 yard	\$433.23	\$866.43	\$1,299.65	\$1,732.88	\$2,166.10	\$2,599.32
1 - 3 yard	\$108.43	\$205.39	\$325.36	\$433.80	\$542.26	\$650.70
2 - 3 yard	\$200.48	\$410.82	\$601.37	\$801.83	\$1,002.31	\$1,202.77
3 - 3 yard	\$292.50	\$616.20	\$877.48	\$1,169.97	\$1,462.44	\$1,754.92
4 - 3 yard	\$384.53	\$821.61	\$1,153.59	\$1,538.12	\$1,922.65	\$2,307.20
5 - 3 yard	\$476.53	\$1,027.00	\$1,429.58	\$1,906.10	\$2,382.65	\$2,859.18
1 - 6 yard	\$204.96	\$409.97	\$614.87	\$819.83	\$1,024.77	\$1,229.75

*Please add the following fees to the rates listed above:

Recycling Fee (Reso # 6269):

2-6 units = \$1.00 per unit

7 or more units = \$1.50 per unit

AB 939 Fee = \$0.30 per unit

Exhibit "B"
City of Arcadia
Refuse and Recycling Collection Service
Single-family Base Rate Schedule

Single Family Greenwaste Bin Service: Includes one (1) greenwaste bin, one (1) refuse and one (1) recycling container serviced once weekly

Curbside Bin Service:

Resident rolls bin and containers to their curb and the trash truck drives directly to the container then empties the bin and containers.

Number of Bins and Size	Base Rate	Sr Discount Rate
1 - 1.5 yard	\$95.29	\$85.83
1 - 3 yard	\$108.43	\$97.59

Backyard Bin Service

Waste Management enters residents backyard, rolls out their greenwaste bin and refuse/recycling containers to the curb, empties them, then return them to their original location on the same day.

Number of Bins and Size	Base Rate	Sr Discount Rate
1 - 1.5 yard	\$114.90	\$103.41
1 - 3 yard	\$127.77	\$114.99

Exhibit "B"

City of Arcadia Residential Refuse and Recycling Collection Service Single Family Rate Schedule

Effective July 1, 2010 the monthly residential refuse and recycling service rates are:

Service Category	STANDARD SERVICE RATES							SENIOR CITIZEN SERVICE RATES							
	2010		#	Green		Total		Service Category	2010		#	Green		Total	
	Base Rate	GW carts	Waste Rate	Recycling Charge	AB 939 Fee	Monthly Fee	Base Rate		GW carts	Waste Rate	Recycling Charge	AB 939 Fee	Monthly Rate		
Single Family Dwelling, (1)	\$14.27	1	\$2.16	\$0.78	\$0.30	\$17.52	Single Family Dwelling, (1)	\$12.88	1	\$1.96	\$0.78	\$0.30	\$15.92		
64 Gallon Can	\$14.27	2	\$3.10	\$0.78	\$0.30	\$18.45	64 Gallon Can	\$12.88	2	\$2.78	\$0.78	\$0.30	\$16.74		
	\$14.27	3	\$4.18	\$0.78	\$0.30	\$19.53		\$12.88	3	\$3.77	\$0.78	\$0.30	\$17.73		
	\$14.27	4	\$5.18	\$0.78	\$0.30	\$20.53		\$12.88	4	\$4.67	\$0.78	\$0.30	\$18.63		
	\$14.27	5	\$6.35	\$0.78	\$0.30	\$21.71		\$12.88	5	\$5.73	\$0.78	\$0.30	\$19.69		
Single Family Dwelling, (1)	\$17.49	1	\$2.16	\$0.78	\$0.30	\$20.73	Single Family Dwelling, (1)	\$15.78	1	\$1.96	\$0.78	\$0.30	\$18.82		
96 Gallon Can	\$17.49	2	\$3.10	\$0.78	\$0.30	\$21.67	96 Gallon Can	\$15.78	2	\$2.78	\$0.78	\$0.30	\$19.64		
	\$17.49	3	\$4.18	\$0.78	\$0.30	\$22.74		\$15.78	3	\$3.77	\$0.78	\$0.30	\$20.63		
	\$17.49	4	\$5.18	\$0.78	\$0.30	\$23.74		\$15.78	4	\$4.67	\$0.78	\$0.30	\$21.53		
	\$17.49	5	\$6.35	\$0.78	\$0.30	\$24.92		\$15.78	5	\$5.73	\$0.78	\$0.30	\$22.59		
Monthly Per Additional Can (Greenwaste)	>5	\$1.05					Monthly Per Additional Can (Greenwaste)	>5				\$0.96			
Single Family Dwelling, (1)	64g	\$10.96		\$0.00	\$0.00	\$10.96	Single Family Dwelling, (1)	64g	\$9.86			\$0.00	\$0.00	\$9.86	
96g	\$11.14			\$0.00	\$0.00	\$11.14	96g	\$10.02			\$0.00	\$0.00	\$10.02		
Time Per Can							Time Per Can								
Unscheduled Pickup							Unscheduled Pickup								
Monthly Per Additional Can	64g	\$7.71		\$0.00	\$0.00	\$7.71	Monthly Per Additional Can	64g	\$6.94			\$0.00	\$0.00	\$6.94	
96g	\$9.50			\$0.00	\$0.00	\$9.50	96g	\$8.58			\$0.00	\$0.00	\$8.58		
B/Y Automated Collection Ser.		\$53.61		\$0.78	\$0.30	\$54.69	B/Y Automated Collection Ser.		\$48.92			\$0.78	\$0.30	\$50.00	
B/Y Collection 1 Time P/U Per Can		\$16.88		\$0.00	\$0.00	\$16.88	B/Y Collection 1 Time P/U Per Can		\$15.20			\$0.00	\$0.00	\$15.20	
B/Y Additional Container		\$14.25		\$0.00	\$0.00	\$14.25	B/Y Additional Container		\$12.87			\$0.00	\$0.00	\$12.87	
*Bulky Item P/U Sharps Program		\$35.46		\$0.00	\$0.00	\$35.46	*Bulky Item P/U Sharps Program		\$31.91			\$0.00	\$0.00	\$31.91	
		\$30.53	Size- One Quart						\$30.53	Size- One Quart					
		\$39.94	Size- One Gallon						\$39.94	Size- One Gallon					
Temporary 3 - Yard Bin Service:							Temporary Roll-Off Bin Service:								
Three Day Rental		\$120.02					Rates are negotiated under the commercial non-exclusive contract								
Seven Day Rental		\$143.90													
Additional Rate Per Day		\$6.78													

* This pricing applies only to residents that exceed the 4 free Bulky Item collections

Exhibit "B"
City of Arcadia
Refuse Collection Service
Multi-family Base Rate Schedule

2010-2011

**Number of Bins
and size**

STAB RATE
NUMBER OF PICK-UPS PER-WEEK

	1	2	3	4	5	6
1 - 1.5 Yard	\$86.90	\$173.81	\$260.71	\$347.62	\$434.51	\$521.40
2 - 1.5 yard	\$158.00	\$316.01	\$473.99	\$631.96	\$789.99	\$947.98
3 - 1.5 yard	\$237.00	\$474.00	\$711.00	\$948.00	\$1,184.99	\$1,422.02
4 - 1.5 yard	\$316.03	\$632.03	\$948.02	\$1,264.03	\$1,580.06	\$1,896.05
5 - 1.5 yard	\$395.00	\$790.03	\$1,185.03	\$1,580.07	\$1,975.08	\$2,370.10
1 - 3 yard	\$103.54	\$192.24	\$310.58	\$414.11	\$517.67	\$621.18
2 - 3 yard	\$184.86	\$384.53	\$554.55	\$739.38	\$924.24	\$1,109.07
3 - 3 yard	\$266.24	\$576.77	\$798.63	\$1,064.83	\$1,331.05	\$1,597.27
4 - 3 yard	\$347.55	\$769.01	\$1,042.62	\$1,390.16	\$1,737.70	\$1,958.68
5 - 3 yard	\$428.92	\$961.25	\$1,286.69	\$1,715.55	\$2,144.46	\$2,573.31
1 - 6 yard	\$194.02	\$388.07	\$582.06	\$776.09	\$970.11	\$1,164.15

**Number of Bins
and Size**

DISMOUNT RATE
NUMBER OF PICK-UPS PER WEEK

	1	2	3	4	5	6
1 - 1.5 yard	\$97.98	\$195.97	\$293.94	\$391.91	\$489.89	\$587.87
2 - 1.5 yard	\$178.15	\$356.29	\$534.45	\$712.60	\$890.72	\$1,068.87
3 - 1.5 yard	\$267.21	\$534.40	\$801.61	\$1,068.81	\$1,336.02	\$1,603.18
4 - 1.5 yard	\$356.27	\$712.57	\$1,068.82	\$1,425.08	\$1,781.38	\$2,137.65
5 - 1.5 yard	\$445.36	\$890.68	\$1,336.04	\$1,781.39	\$2,226.74	\$2,672.09
1 - 3 yard	\$116.77	\$212.61	\$338.29	\$450.94	\$563.81	\$676.54
2 - 3 yard	\$205.21	\$425.15	\$615.59	\$820.81	\$1,025.99	\$1,231.20
3 - 3 yard	\$297.62	\$637.33	\$892.86	\$1,190.48	\$1,488.11	\$1,785.73
4 - 3 yard	\$390.03	\$850.36	\$1,170.13	\$1,560.17	\$1,950.24	\$2,340.24
5 - 3 yard	\$482.51	\$1,062.97	\$1,447.44	\$1,929.94	\$2,412.43	\$2,894.90
1 - 6 yard	\$212.40	\$424.83	\$637.19	\$849.58	\$1,061.96	\$1,274.37

**Number of Bins
and Size**

STAGE RATE
NUMBER OF PICK-UPS PER WEEK

	1	2	3	4	5	6
1 - 1.5 yard	\$107.20	\$214.43	\$321.62	\$428.83	\$536.03	\$643.23
2 - 1.5 yard	\$194.96	\$389.90	\$584.85	\$779.78	\$974.72	\$1,169.68
3 - 1.5 yard	\$292.44	\$584.86	\$877.28	\$1,169.70	\$1,462.13	\$1,754.54
4 - 1.5 yard	\$389.91	\$779.80	\$1,169.72	\$1,559.60	\$1,949.54	\$2,339.43
5 - 1.5 yard	\$487.38	\$974.73	\$1,462.10	\$1,949.49	\$2,436.86	\$2,924.24
1 - 3 yard	\$121.98	\$231.07	\$366.03	\$488.03	\$610.04	\$732.04
2 - 3 yard	\$225.53	\$462.17	\$676.54	\$902.06	\$1,127.60	\$1,353.12
3 - 3 yard	\$329.06	\$693.22	\$987.16	\$1,316.21	\$1,645.25	\$1,974.29
4 - 3 yard	\$432.59	\$924.31	\$1,297.78	\$1,730.39	\$2,162.98	\$2,595.59
5 - 3 yard	\$536.09	\$1,155.38	\$1,608.28	\$2,144.36	\$2,680.48	\$3,216.57
1 - 6 yard	\$230.58	\$461.22	\$691.73	\$922.31	\$1,152.87	\$1,383.47

*Please add the following fees to the rates listed above:

Recycling Fee (Reso # 6269):

2-6 units = \$1.00 per unit

7 or more units = \$1.50 per unit

AB 939 Fee = \$0.30 per unit

Exhibit "B"
City of Arcadia
Refuse and Recycling Collection Service
Single-family Base Rate Schedule

Single Family Greenwaste Bin Service: Includes one (1) greenwaste bin, one (1) refuse and one (1) recycling container serviced once weekly

Curbside Bin Service:

Resident rolls bin and containers to their curb and the trash truck drives directly to the container then empties the bin and containers.

Number of Bins and Size	Base Rate	Sr Discount Rate
1 - 1.5 yard	\$107.20	\$96.55
1 - 3 yard	\$121.98	\$109.79

Backyard Bin Service

Waste Management enters residents backyard, rolls out their greenwaste bin and refuse/recycling containers to the curb, empties them, then return them to their original location on the same day.

Number of Bins and Size	Base Rate	Sr Discount Rate
1 - 1.5 yard	\$129.26	\$116.34
1 - 3 yard	\$143.74	\$129.36