



Office of the City Manager

April 18, 2012

Mr. Gary Clifford  
Athens Services  
14048 Valley Blvd.  
City of Industry, CA 91017

**SUBJECT: FIVE YEAR NOTIFICATION – EXCLUSIVE SOLID WASTE HANDLING SERVICES FOR COMMERCIAL OR INDUSTRIAL PREMISES**

Dear Mr. Clifford:

Pursuant to California Public Resources Code Section 49520, a copy of which is attached, Arakelian Enterprises (dba Athens Services) is hereby notified that exclusive solid waste handling services for Commercial or Industrial Premises are to be provided or authorized by the City of Monrovia. Arakelian Enterprises is also hereby notified that the City may authorize one or more solid waste enterprises to provide these exclusive solid waste handling services.

For the purposes of this notification, this includes the facilities, land, and/or buildings occupied by any commercial or industrial enterprise operating in the City that generates green waste, solid waste, or recyclables.

Please contact the City of Monrovia Public Works Department's Environmental Services section at (626) 932-5553, if you have any questions regarding this notification.

Sincerely,

Mark Alvarado  
Interim City Manager

cc. File

**-Original-  
City Clerk  
Record**

AGREEMENT FOR NON EXCLUSIVE COMMERCIAL WASTE COLLECTION, RECYCLING,  
AND DISPOSAL SERVICES  
BETWEEN THE CITY OF MONROVIA, CALIFORNIA, a municipal corporation  
AND ATHENS SERVICES

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AGREEMENT FOR NON EXCLUSIVE COMMERCIAL WASTE COLLECTION, RECYCLING,  
AND DISPOSAL SERVICES

BETWEEN THE CITY OF MONROVIA, CALIFORNIA, a municipal corporation  
AND ATHENS SERVICES

This Agreement ("Agreement") is made and entered into this 11th day of April 2012, by and between the CITY OF MONROVIA, CALIFORNIA, a municipal corporation, hereinafter referred to as "CITY" and ARAKELIAN ENTERPRISES, INC. (DBA ATHENS SERVICES), hereinafter referred to as "COLLECTOR".

**RECITALS**

This Agreement is entered into on the basis of the followings facts, understandings, and intentions of the parties.

- A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Section 49100, et hereinafter the "Act") established a solid waste management process which requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices, and
- B. The Act authorizes and requires local agencies to make adequate provision for Solid Waste handling within their jurisdictions; and
- C. The City Council has enacted Chapter 8 10 of the Monrovia Municipal Code, which establishes standards for the collection and removal of Solid Waste and Recyclables, the disposal of Solid Waste, the recycling of Recyclables, and requirements for collector agreements; and
- D. Pursuant to Sections 49300 and 49500-49523 of the Public Resources Code, and Section 8.10 of the Monrovia Municipal Code, CITY is authorized to enter into an exclusive or non-exclusive agreement for the collection and disposal of solid waste; and
- E. The CITY has adopted Environmental Accords which include specific actions related to waste reduction, and
- F. The State of California has adopted legislation designated as AB 341, which requires cities and counties to implement mandatory commercial recycling policies and programs; and
- G. COLLECTOR has submitted an application to the CITY for a *non-exclusive collector agreement* to provide commercial waste collection, recycling, and disposal services in the CITY, which is hereby incorporated into this Agreement as Exhibit 1, and

- H The CITY desires to enter into an non-exclusive agreement with COLLECTOR for the Collection and disposal of solid waste, and the collection and processing of Recyclables, from Commercial Premises in the CITY; and
- I WHEREAS, COLLECTOR is willing to provide solid waste collection, disposal, and recycling services to Commercial Premises in the CITY; and
- J WHEREAS, the work to be done under *this Agreement* includes the furnishing of all labor, material and equipment necessary for the collection of Solid Waste and Recyclables, the disposal of Solid Waste and recycling of Recyclables; and
- K COLLECTOR has represented and warranted to CITY that it has the experience, responsibility, and qualifications to implement the collection of Solid Waste and Recyclables, and to arrange with commercial business owners for the collection, safe transport, processing, and disposal of all materials in compliance with applicable laws, and
- L CITY and COLLECTOR are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of Solid Waste, including the Act, RCRA, and CERCLA; and
- M CITY and COLLECTOR desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, CITY is not thereby becoming a "generator" or "arranger" as those terms are used in the context of CERCLA Section 107 (a) (3), and that it is COLLECTOR, not CITY, which is "arranging for" the collection of Solid Waste and Recyclables from Commercial Premises in the CITY, and transporting of same for disposal, recycling of Recyclables, and processing of green waste

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to as follows:

## **SECTION 1. DEFINITIONS AND TERMS**

- 1. 1 DEFINITIONS. Whenever any term used in this Agreement has been defined by Chapter 8 10 of the Monrovia Municipal Code, the definitions in Chapter 8 10 shall apply unless the term is otherwise defined in this Agreement. Whenever any term used in this Agreement has been defined by Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in Division 30, Part 1, Chapter 2 shall apply, unless the term is otherwise defined in this Agreement or in Chapter 8 10 of the City Code In addition, the following definitions are hereby incorporated into this Agreement
  - A. "Act" shall have the meaning set forth in the first recital of this Agreement



- B. "Administrator" shall mean the City Manager or the City Manager's designee
- C. "Agreement" shall mean this Agreement.
- D. "Applicable Law" shall mean all laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the collection and disposal of Solid Waste and Recyclables and the processing of Recyclables that are in force on the date of this Agreement and as they may be enacted, issued or amended during the term of this Agreement.
- E. "Authorized Collector" shall mean a company with which the CITY has executed a non-exclusive collector agreement for commercial waste collection, recycling, and disposal services.
- F. "Billing" shall mean the written statement of monies due for Collection made in compliance with this Agreement
- G. "CITY" shall mean the CITY OF MONROVIA, a California municipal corporation.
- H. "Collector Fees" shall mean fees paid to CITY by COLLECTOR for the privilege to hold the rights granted by this Agreement.
- I. "Commercial Premises" shall mean any commercial or industrial enterprise operating in the CITY which generates green waste, Solid Waste, or Recyclables "Commercial Premises" shall not include any single or multi-family residential dwelling, any city facility, or any commercial or industrial enterprises located in an area for which an exclusive franchise has been granted by the CITY, including Old Town Monrovia.
- J. "Commingled Recyclable Materials" shall mean two or more different types of Recyclable Materials placed in the same container when set out for collections
- K. "Customer" shall mean a commercial business owner or a person in charge of the day-to-day activities at a Commercial Premises.
- L. "Diversion" shall have the meaning set forth in Public Resources Code Section 40124
- M. "Effective Date of this Agreement" shall mean April 23, 2012
- N. "Hazardous Waste" shall mean any substance, waste or mixture of wastes defined as a "Hazardous Waste" pursuant to the Resource Conservation and Recovery Act (RCRA), 42 USC 9601 et seq., the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC 9601 et seq., and all future amendments to either of them, or as defined pursuant to the California Hazardous Substances Account Act, Cal. Health and Safety Code §§ 25300 et seq , and any consumer products with any of the characteristics of a hazardous substance. Where there is a conflict in the

definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term Hazardous Waste shall be construed to have the broader, more encompassing definition.

- O. "Holiday" shall mean the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
  - P. "May" shall mean that which is permissive
  - Q. "Recyclable Materials" or "Recyclables" shall mean those items designated by the City Council, and listed in Exhibit 3, which are to be separated from a Customer's daily Solid Waste for the purpose of recycling.
  - R. "Shall" shall mean that which is mandatory.
  - S. "Solid Waste" shall mean all putrescible and nonputrescible solid and semisolid wastes, generated in or from residential premises or commercial/industrial premises, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, manure, vegetable or animal solid or semisolid wastes, as defined in Cal. Public Resources Code § 49503, excluding liquid wastes and abandoned vehicles, provided, however, that Solid Waste shall not include hazardous waste.
- 1.2 DISPUTES RELATING TO DEFINITIONS If any conflict arises between the CITY and COLLECTOR concerning the definitions of words and terms set forth above, the Administrator will determine and resolve the conflict. The Administrator will notify the COLLECTOR of the determination in writing. The COLLECTOR may appeal the Administrator's determination to the City Council, and the City Council shall make the final decision. The COLLECTOR shall file a notice of any such appeal with the Administrator within ten (10) calendar days after the decision of the Administrator
- 1.3 TERM OF AGREEMENT This Agreement shall become effective on April 23, 2012, and shall remain in force through June 30, 2016 unless earlier terminated as provided herein. The Agreement may, in the sole discretion of CITY, be extended for up to two (2) additional two (2) year periods. Unless an extension of the initial term is approved by the City Council and accepted by COLLECTOR, all rights and privileges granted to COLLECTOR by this Agreement shall terminate on June 30, 2016
- 1.4 NON-EXCLUSIVE RIGHTS. Subject to the terms and conditions of this Agreement and applicable State laws, CITY hereby grants and issues to COLLECTOR the non-exclusive authority, right and privilege, for the term of this Agreement, unless earlier terminated as provided herein, to collect, transport, process, and dispose of Solid Waste and Recyclables generated or accumulated on those Commercial Premises within the CITY for which COLLECTOR has made service arrangements or executed an agreement with a Customer.

1.5 REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICES

- A The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

The principal representative of CITY shall be:

City Manager  
City of Monrovia  
415 S Ivy Avenue  
Monrovia, CA 91016

The principal representative of COLLECTOR shall be:

Gary Clifford  
Athens Services  
14048 Valley Boulevard  
City of Industry, CA 91746

- B Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and shall be effective upon the date of personal delivery or, in the case of mailing, on the date of delivery or attempted delivery as shown on the U.S. Postal Service certified mail return receipt
- C If the name of the principal representative designated to receive the notices, demands, or communications, or the address such person, is changed, written notice shall be given to the other party within five (5) working days of the change

1.6 ACKNOWLEDGEMENTS By entering into this Agreement, COLLECTOR hereby acknowledges and agrees that it has read and is familiar with the provisions of this Agreement and Chapter 8.10 of the Monrovia Municipal Code

1.7 CERTIFICATION. On or before the date set forth in Exhibit 5, Collector shall submit to the Administrator a written certification, signed under penalty of perjury, stating that no persons acting on behalf of COLLECTOR have paid, or offered or attempted to pay, any elected or appointed official, officer or employee of CITY any compensation or consideration, in any form whatsoever, in connection with obtaining or entering into this Agreement

1.8 FIVE YEAR NOTICE. COLLECTOR acknowledges that prior to January 1, 2005, COLLECTOR received the five-year notice required by Public Resources Code Section 49520.

## **SECTION 2. SERVICE CONTRACTS WITH CUSTOMERS**

- 2.1 SERVICE CONTRACTS. COLLECTOR shall be responsible for ensuring that all service contracts COLLECTOR executes with its customers to provide the services authorized by this Agreement are consistent with the terms of Monrovia Municipal Code Chapter 8.10, and Title 14, Chapter 9.4 of the California Code of Regulations.
- 2.2 CERTIFICATION By July 20, 2012, COLLECTOR shall provide CITY with a written certification that all of its service contracts with customers meet the requirement of Section 2.1 of this Agreement.

## **SECTION 3. RESERVED**

## **SECTION 4. COLLECTOR'S OBLIGATIONS**

The COLLECTOR shall be obligated and does hereby agree to do and perform as follows

- 4.1 COMPLIANCE WITH APPLICABLE LAW. COLLECTOR agrees to collect, handle, transport, process, and dispose of Solid Waste and Recyclables and to perform all of the services on its part as required by the provisions of this Agreement, in a careful manner, and in accordance with all Applicable Laws, including but not limited to Chapter 8.10 of the Monrovia Municipal Code, which is incorporated herein by this reference.
- 4.2 CITY LICENSES. Maintain all required licenses, not limited to a City business license, applicable fees, and taxes
- 4.3 COLLECTION AND DISPOSAL. Pursuant to the terms of this Agreement, COLLECTOR shall furnish all labor, material, and equipment necessary to:
- (1) Collect and dispose of Solid Waste from Commercial Premises within the CITY, where COLLECTOR has made service arrangements or executed an agreement with customer for the collection and disposal of such Solid Waste;
  - (2) Collect and recycle the Recyclables generated at Commercial Premises in which a Customer has requested such service; and
  - (3) Provide Customers with regular education and training regarding the programs and services offered by COLLECTOR.
- 4.4 FREQUENCY OF COLLECTION The frequency of collection and bin capacity is subject to individual arrangement between the COLLECTOR and its Customers. There shall be no limit on the quantity of Solid Waste and Recyclables that will be picked up from each Commercial Premises, provided that

the Solid Waste and Recyclables are presented for collection in conformity with the requirements of this Agreement.

Notwithstanding the arrangement between COLLECTOR and a Customer regarding the frequency of collection, CITY may require a different frequency of collection if the frequency of collection arranged between COLLECTOR and a Customer results in a health or safety concern or code violation.

- 4.5 HOURS OF COLLECTION Collection from Commercial Premises shall take place between the hours of 7 A.M. and 6 P.M. on any day of the week Hours and days of collection are subject to change by the City Council
- 4.6 COLLECTION OF SPECIAL MATERIALS. If requested by a Customer, COLLECTOR may collect and dispose of discarded automobile or truck bodies, or other heavy objects, such as dirt, sod, or rock, which require special handling.
- 4.7 SOLID WASTE DISPOSAL. COLLECTOR shall dispose of all collected Solid Waste that is not recycled, in accordance with Applicable Law. COLLECTOR shall make every effort to process Solid Waste, or to otherwise divert it from disposal in a landfill to the extent possible, to achieve maximum diversion.
- 4.8 SPECIAL CLEAN-UP COLLECTIONS. The COLLECTOR agrees that in addition to the normal schedule of collections of regular service volumes, it will provide such labor, materials, and equipment as may be necessary to conduct special pick-up collections for Customers.
- 4.9 BULKY WASTE COLLECTIONS. The COLLECTOR shall collect any bulky wastes that have been abandoned on Commercial Premises if requested by the commercial business owner or CITY COLLECTOR shall provide for the recycling of bulky wastes if a market for such waste is available
- 4.10 CARE OF CONTAINERS. All containers shall be replaced where found to be damaged or defective. Containers and lids shall not be deposited in the streets or on adjoining property The COLLECTOR, its agents and employees, shall not throw containers from the truck to the ground, or in any other manner break or damage same.
- 4.11 ROUTES AND CHANGES COLLECTOR shall establish routes and schedules for collection of Solid Waste and Recyclables and shall notify its Customers within the CITY, in writing, of their individual scheduled days of Collection including an alternate day for holidays occurring on the scheduled pick-up day COLLECTOR shall maintain these schedules except that they may be changed by notification to Customers in writing.

- 4.12 **SOLID WASTE NOT COLLECTED.** When any Solid Waste or Recyclables placed for collection by a Customer are not collected by the COLLECTOR, the COLLECTOR shall leave a tag at least 3-1/2" x 6 3/4" in size stating the reasons for its refusal to collect the Solid Waste and/or Recyclables, giving reference to the provision of the Municipal Code or of this Agreement which gives ground for the refusal. The tag shall carry the COLLECTOR'S business firm name and telephone number, and shall be securely fastened to the container or to the article of Solid Waste.
- 4.13 **OFFICE FOR INQUIRIES AND COMPLAINTS.** The COLLECTOR shall maintain an office at some fixed place, and equip all trucks, including the Field Supervisor's or Foreperson's vehicle, with two-way communication with such office, and shall maintain a telephone in the COLLECTOR'S name at that location. The COLLECTOR shall at all times during the hours between 8.00 A.M. and 5:00 P.M., Monday through Friday, and during any time that Collection services are provided on a Saturday, have some person at the office with whom the CITY or Customer may communicate. Complaints received by the COLLECTOR, either directly from Customers or the CITY, shall be resolved within 24 hours from the time of complaint. The COLLECTOR shall provide to the CITY an emergency telephone number that can be reached 24 hours per day, 7 days per week. Collector shall log all complaints received, and that log shall include the date and time the complaint was received, name, address and telephone number of caller, description of complaint, name of the employee recording complaint and the action taken by COLLECTOR to respond to and remedy the complaint. Daily logs of complaints (both verbal and written) concerning collection of Solid Waste and Recyclable Materials shall be retained for a minimum of twenty-four (24) months and shall be available to the CITY at all times upon request. COLLECTOR shall provide the CITY with a copy of COLLECTOR'S log of complaints received from Customers.
- 4.14 **INDEPENDENT CONTRACTOR STATUS.** The COLLECTOR shall be an independent contractor and not an agent or employee of the CITY. COLLECTOR shall have no authority to make any contracts or other legal commitments on behalf of the CITY.
- 4.15 **FEES AND GRATUITIES.** Neither COLLECTOR, nor any agent or person employed by it, shall request, demand, or accept, either directly or indirectly, any compensation or gratuity from any person, firm, or corporation for collections made pursuant to this Agreement, except as herein provided.
- 4.16 **RECYCLING** COLLECTOR shall offer to provide recycling services to all of its Customers in the CITY, and shall furnish all labor, material and equipment, including recycling containers, necessary to collect, process, and market Recyclables collected from those Customers that request recycling services. If any of COLLECTOR'S Customers that generate more than four (4) cubic yards of Solid

Waste and Recyclable Materials per week refuse or decline to participate in COLLECTOR'S recycling services, COLLECTOR shall notify the CITY within thirty (30) days of the Customer's refusal to participate in COLLECTOR'S recycling services by providing the CITY with the name of the Customer and the name and telephone number of the Customer's representative.

**4 17 LANDFILL SPACE, DISPOSAL CAPACITY.**

- A. COLLECTOR guarantees landfill space for the disposal of Solid Waste collected from COLLECTOR'S Customers in the CITY for the entire term of this Agreement. COLLECTOR further guarantees the availability of such other disposal sites and/or methods as may be necessary to fulfill the terms of this Agreement for such Solid Waste that may not be suitable for landfill disposal.
- B. COLLECTOR agrees that COLLECTOR will only utilize fully permitted and licensed waste disposal, processing, transformation, composting and biomass conversion facilities for Solid Waste and Recyclable Materials collected in the CITY.
- C. COLLECTOR has submitted a Waste Disposal Plan to the CITY with its application for a non-exclusive commercial waste collection, recycling, and disposal collector agreement. That plan is incorporated into this Agreement by reference. COLLECTOR shall provide the CITY with an update of this plan on each anniversary of the Effective Date of this Agreement throughout the term of this Agreement and any extensions granted by the CITY. The updates to this Plan shall identify the arrangements COLLECTOR has made for the secure and cost-effective disposal of Solid Waste collected in the CITY for the remainder of the term of this Agreement plus any remaining renewal terms that the CITY may grant or has granted to COLLECTOR, and shall identify the disposal fees and/or cost control mechanisms that COLLECTOR has arranged with the owner of the disposal facilities or that will be in effect for the COLLECTOR at the disposal facilities.

**4 18 SPOT INSPECTIONS.** At any time requested by CITY, COLLECTOR shall furnish the CITY with full access to inspect its collection containers, equipment, trucks, and transfer, processing, composting, or disposal facilities for compliance with the requirements of this Agreement

**4 19 CUSTOMER EDUCATION** COLLECTOR shall provide all of its Customers with initial and on-going education and training designed to accomplish the following

- A. Provide the Customer with a thorough understanding of the services being provided by COLLECTOR, including the collection schedule, cost of service, billing and payment terms, the telephone number to call for customer service and for emergency service, and any restrictions on the types of materials or Solid Waste that can be placed in COLLECTOR'S bins and containers.

- B. Provide the Customer with information on the proper disposal of hazardous waste, universal waste, and electronic waste, including the closest location where these materials can be safely disposed or recycled.
- C. Promote the participation of COLLECTOR'S Customers and the Customer's employees in the COLLECTOR'S recycling program
- D. Maximize the amount of Recyclable Materials diverted from disposal

## **SECTION 5. STANDARDS FOR COLLECTIONS AND OPERATIONS**

COLLECTOR shall conform all of its operations and activities to the following:

- 5.1 **TRAFFIC AND NOISE PROBLEMS** COLLECTOR shall so conduct its operation as to offer the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which Collections are effected. The collector shall comply with the City's Noise Regulations as set forth in Chapter 9 44 of the Monrovia Municipal Code, while being sensitive to the residential dwellings adjacent to any commercial collection points in regards to collection times (i.e. early morning)
- 5.2 **EQUIPMENT.** All equipment used by COLLECTOR to perform work under this Agreement shall conform to the highest industry standards and shall be maintained in a clean and efficient condition. Collection vehicles shall be free of "tagging" or graffiti. All vehicles used to collect, transport, or dispose of Solid Waste shall be certified annually by the California Highway Patrol. Brakes shall be inspected at least quarterly. Copies of all vehicle inspections and certifications shall be made available to the Administrator upon request. All vehicles, containers, and Bins used to perform this Agreement shall be kept clean, in good repair, and will be uniformly painted to the satisfaction of the Administrator.
- 5.3 **VEHICLE STANDARDS** Each vehicle shall be so constructed and used so that no Solid Waste, Recyclables, oil, grease or other material will blow, fall, or leak out of the vehicle. All Solid Waste and Recyclables shall be transported by means of vehicles equipped with water-tight bodies and close-fitting metal covers. Any Solid Waste or Recyclables dropped or spilled in Collection, transfer or transportation shall be immediately cleaned up or removed by COLLECTOR. A broom, absorbent, a shovel, and bucket shall be carried at all times on each vehicle for this purpose. COLLECTOR shall report spills to the CITY (Public Works Department-Environmental Services) and remediate spills immediately in accordance with NPDES requirements



- 5.4 VEHICLE IDENTIFICATION. A distinct identification number or letter shall be assigned to each vehicle used in Collection activities, and shall be prominently displayed on the vehicle and in plain sight. Each vehicle shall also bear COLLECTOR'S business or company name and local telephone number in letters large enough to be read from the curbside when a vehicle is moving
- 5.5 NO STORAGE ON PUBLIC PROPERTY. COLLECTOR shall not store any vehicle on any public street or other public property in the CITY
- 5.6 FAILURE TO COMPLY. Should the Administrator at any time give notification in writing to COLLECTOR that any vehicle does not comply with the standards hereunder, that vehicle shall forthwith be removed from service by COLLECTOR and shall not again be used until inspected and approved in writing by the Administrator
- 5.7 EQUIPMENT STORAGE. All vehicles and equipment used in the collection of Solid Waste, if kept within the boundaries of the CITY, shall at all times when not in use in collection of Solid Waste be kept on property of the proper zone either within a building or fenced yard.
- 5.8 COLLECTOR'S EMPLOYEES. During the term of this Agreement, COLLECTOR shall employ sufficient personnel qualified by reason of education, training and experience to discharge adequately the services agreed to be performed by COLLECTOR pursuant to the terms of this Agreement. COLLECTOR shall provide high quality service at all times, and personnel retained to perform collection services will be temperate, competent and otherwise fully qualified to fulfill the obligations of COLLECTOR.
- 5.9 EMERGENCY VEHICLE At all times that collection is occurring COLLECTOR shall maintain an emergency service vehicle to respond to complaints or emergency calls
- 5.10 LIAISON WITH CITY COLLECTOR shall visit CITY offices at such times as the Administrator shall designate for the purpose of discussing any matters relating to, or complaints which may be involved with the performance of the Agreement. The COLLECTOR shall report back as directed on any action taken with reference to subject matter so discussed.
- 5.11 COMMERCIAL COLLECTION SERVICE STANDARDS
- A Solid Waste Containers. Commercial Premises shall have Solid Waste containers provided by the COLLECTOR. All Bins shall have lids.
  - B. Solid Waste Bin Availability The COLLECTOR shall at all times have in stock a sufficient quantity of Solid Waste bins of each of the standard cubic yard capacities for delivery to Customer(s) accounts or for the replacement of deteriorated or defective Solid Waste bins in service. The COLLECTOR

shall provide a sufficient number and size of Solid Waste bins compatible with the size of the Solid Waste bin enclosure and the quantity of waste generated by Customer accounts.

- C Solid Waste Bin Maintenance. The COLLECTOR shall at all times keep Solid Waste bins and lids in good, clean and sanitary condition to the satisfaction of the CITY. Solid Waste bins shall be free of "tagging" or graffiti and shall be replaced or repainted within 24 hours as necessary. Solid Waste bins which are used for putrescible waste materials shall be steam cleaned at least once per year, or more frequently if required by the CITY. Solid Waste bins to be cleaned or repaired shall be removed from the service location and taken to the COLLECTOR'S maintenance facility for such cleaning or repair.
- D. Solid Waste Bin Enclosure Maintenance. It shall be the responsibility of the Customer(s) to keep the Solid Waste bin enclosure structure in good repair and clean. However, COLLECTOR shall pick up any Solid Waste, debris or litter that is deposited on the ground as a result of the dumping of the Solid Waste bin.
- E Solid Waste Bin Castors and/or Hasp and Lock Service. COLLECTOR shall furnish Solid Waste bins with castors and/or hasps and locks upon request by a Customer. Every lock for each unit shall be "keyed alike"

#### 5.12 WASTE DIVERSION RATE.

- A By no later than December 1, 2012 and for the duration of the term of this Agreement and any extensions granted by the CITY, COLLECTOR shall achieve and maintain a waste diversion rate of no less than fifty percent (50%), that is to be calculated as follows.

$$\frac{\text{Total weight of Solid Waste and Recyclable Materials collected in the CITY by COLLECTOR that are diverted from disposal}}{\text{Total weight of Solid Waste and Recyclable Materials collected in the CITY by COLLECTOR}} =$$

Between July 1, 2012 and December 1, 2012, COLLECTOR shall achieve and maintain a waste diversion rate no less than 30%, calculated as described above and excluding the procedures and allowances described in Section 5.12 E of this Agreement. Notwithstanding this condition, COLLECTOR acknowledges that it will use its best efforts to achieve and maintain a 50% waste diversion rate during the period between July 1 and December 1, 2012.

- B. COLLECTOR shall calculate its waste diversion rate each month and report this rate to the CITY in a method and form specified by the CITY.
- C CITY reserves the right to require COLLECTOR to achieve a waste diversion rate greater than fifty percent (50%). In the event that the CITY establishes such a requirement, COLLECTOR shall propose programs to achieve the increased waste diversion rate and indicate how the service rates charged

to COLLECTOR'S customers would be affected if these programs were implemented. CITY shall evaluate COLLECTOR'S proposal and, if CITY decides to require a waste diversion rate greater than fifty percent (50%) and determines that an adjustment of COLLECTOR'S service rates greater than that allowed by Section 10.3 A and B is justified, process an adjustment of COLLECTOR'S maximum service rates pursuant to Section 10.3.E.

- D. Failure of COLLECTOR to achieve and maintain the diversion rate required by this Agreement may result in the termination of this Agreement by the CITY. COLLECTOR acknowledges that to satisfy the terms of this Section 5.12, COLLECTOR cannot utilize allocations of waste collected and/or diverted from customers not located in the CITY, and cannot rely on demonstrating a "good faith effort" to satisfy these terms.
- E. COLLECTOR may use a portion of the quantities of Recyclable Materials which result from the Diversion undertaken by its Customers to calculate the COLLECTOR'S waste diversion rate reported to the CITY. The method for identifying and claiming these amounts shall be as follows.
  - (1) The customer diversion quantities subject to this method must be measurable amounts of materials that would normally be part of the waste stream, and are diverted or recycled through a current and on-going program carried out by COLLECTOR'S Customer, its employees, or a recycling company permitted or licensed by the CITY. Universal waste, liquid waste, Hazardous Waste, electronic waste, and fats and grease are not included, nor are any quantities resulting from source reduction or re-use activities of the Customer.
  - (2) The CITY will provide COLLECTOR with a form for reporting the customer diversion quantities claimed. These forms must be signed by a representative of the COLLECTOR'S Customer. Information on these forms shall be subject to review and verification by the CITY. If COLLECTOR knowingly submits false or inaccurate information on these forms, this Agreement may be terminated by the CITY.
  - (3) COLLECTOR can claim the lesser of
    - The qualified diversion or recycling quantities reported by a Customer, or
    - 15% of the total amount of Solid Waste and Recyclable Materials that the COLLECTOR collects from the Customer with qualifying diversion quantities.

Two examples of how the credit for customer diversion is to be calculated and applied to the COLLECTOR'S waste diversion rate are as follows:

#### Example 1

Amount of waste collected from Customer by COLLECTOR .....	500 tons
Amount of recyclable materials collected or recovered by COLLECTOR ..	400 tons
Total collected from Customer by COLLECTOR.....	900 tons
COLLECTOR'S waste diversion rate for this Customer. ....	44.4%
Qualifying recycled tons identified by Customer.....	120 tons
Limit on customer recycling credit (900 x 15%) .....	135 tons
Total diversion that can be claimed for this Customer (400 + 120) ..	520 tons
COLLECTOR'S adjusted diversion rate (520 ÷ 1,020) ...	51.0%

#### Example #2

Amount of waste collected from the Customer by COLLECTOR .....	400 tons
Amount of recyclable materials collected or recovered by COLLECTOR ..	300 tons
Total collected from Customer by COLLECTOR. ....	700 tons
COLLECTOR'S waste diversion rate for this Customer .....	42.9%
Qualifying recycled tons identified by Customer. ....	115 tons
Limit on customer recycling credit (700 x 15%) .....	105 tons
Total diversion that can be claimed for this Customer (300 + 105) ..	405 tons
COLLECTOR'S adjusted diversion rate (405 ÷ 805) .....	50.3%

### **SECTION 6. BREACH AND TERMINATION; LIQUIDATED DAMAGES**

All terms, provisions and specifications of this Agreement are material and binding, and failure to perform any portion of the work described herein shall be considered a breach of this Agreement. Should COLLECTOR breach the Agreement in any manner, CITY may, at its option, impose a penalty in the amount specified in Exhibit 4, suspend this Agreement, or terminate this Agreement.

- 6.1 NOTICE OF BREACH OR VIOLATION. CITY shall inform COLLECTOR either verbally or in writing, that COLLECTOR has committed a breach or violation of this Agreement. COLLECTOR shall immediately take measures to cure the breach or violation.
- 6.2 TERMINATION If COLLECTOR repeatedly violates the provisions of this Agreement, the City Council may terminate this Agreement, provided that not less than ten (10) days advance written notification is given to COLLECTOR to remedy the violation, and COLLECTOR has failed to remedy the violation within the stated time. In the event that this Agreement is terminated by the CITY, COLLECTOR shall within five (5) days of the notice of termination issued to COLLECTOR by the CITY.
  - A. Notify all of COLLECTOR'S Customers that this Agreement has been terminated and that any service agreements between COLLECTOR and its Customers are also terminated; and
  - B. Remove all COLLECTOR'S bins and other equipment at customer facilities.
- 6.3 COSTS AND PAYMENTS RELATED TO BREACHES AND VIOLATIONS. In the event a breach does not result in termination, but does result in costs being incurred by CITY, such costs shall be charged to

COLLECTOR. In the event of termination of this Agreement by the City Council, COLLECTOR shall pay to CITY, on the effective date of termination, all fees collected in advance for services that would have been provided by COLLECTOR after the effective date of termination, and COLLECTOR shall not collect Solid Waste or Recyclables within the CITY. COLLECTOR also shall pay to CITY any unearned fee received after the date of termination. If this Agreement is terminated and then is reinstated by the City Council, COLLECTOR shall pay a \$5,000 reinstatement fee to CITY. If this Agreement is terminated by the CITY, COLLECTOR shall indemnify CITY and hold CITY harmless from any claims or actions by COLLECTOR'S Customers which result from termination of this Agreement. This indemnification obligation shall survive termination of this Agreement.

**6.4 SPECIFIC BREACHES AND VIOLATIONS THAT MAY RESULT IN TERMINATION.** The following specific actions of COLLECTOR shall be considered material breaches of this Agreement and may result in termination of this Agreement by the CITY.

- A Inclusion of false or misleading information in COLLECTOR'S application for a non-exclusive collector agreement for the collection, recycling, and disposal of commercial Solid Waste
- B Failure of COLLECTOR to submit acceptable annual updates of its Waste Disposal Plan, or submission of updates that are incomplete
- C. Failure of COLLECTOR to achieve and maintain the waste diversion rate specified in this Agreement
- D. Submission of forms, reports, and/or fees to the CITY that are submitted late and/or contain false, misleading, or inaccurate information
- E Assignment, sale, or transfer of this Agreement without prior express written permission of the CITY

**6.5 LIQUIDATED DAMAGES** The parties find 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 COLLECTOR 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) damage may result 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, which are incapable of measurement in precise monetary terms; (iii) 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.

Therefore, without prejudice to CITY's right to treat such non-performance as an event of breach under this Section 6, the parties agree that the liquidated damages amounts established in Exhibit 4 represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to CITY that reasonably could be anticipated and that proof of actual damages would be costly or impractical. COLLECTOR agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in Exhibit 4. CITY may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of complaints by Customers.

## **SECTION 7. ASSIGNMENT**

- 7.1 ASSIGNMENT OF AGREEMENT. COLLECTOR shall not assign, sell, subcontract or otherwise delegate authority to perform any portion of this Agreement without the prior express written consent of CITY. Neither shall any interest in this Agreement or any right or privilege accruing to COLLECTOR under the terms of this Agreement be so assigned. In the event of any assignment duly authorized by CITY, the assignee shall assume the liability of COLLECTOR.
- 7.2 SALE OF STOCK OR INTEREST. No sale, gift or transfer of stock of COLLECTOR which shall result in change in control of COLLECTOR during the term of this Agreement shall be made without prior approval of the City Council. Violation of this provision shall be a breach of the Agreement and grounds for termination by CITY.
- 7.3 BANKRUPTCY. If COLLECTOR shall at any time during the term of the Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by or against COLLECTOR, or if COLLECTOR shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of COLLECTOR shall be appointed in any suit or proceeding brought by or against COLLECTOR, or if COLLECTOR shall make an assignment for the benefit of creditors, then and in each and every such case, this Agreement, shall immediately cease, terminate, and be canceled upon written notice by CITY and without the necessity of suit or other proceeding.

## **SECTION 8. SPECIAL PROVISIONS AND CONDITIONS**

- 8.1 **FORCE MAJEURE.** COLLECTOR shall not be in default under this Agreement in the event that the collection, transportation and/or disposal services of COLLECTOR are interrupted temporarily or permanently for any of the following reasons: riots, war or national emergency declared by the President or Congress and affecting the CITY; acts of terrorism; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires; or other catastrophic events which are beyond the control of COLLECTOR.
- Strikes and shortages of gasoline and diesel fuel will not be considered natural disasters for purposes of this paragraph.
- 8.2 **NATURAL DISASTER CLEAN UP AND RECYCLING PLAN.** At the time when COLLECTOR'S work may continue following a natural disaster, the COLLECTOR will cooperate with the CITY to prepare and implement a disaster recovery plan. This plan shall identify COLLECTOR 's plans for maximizing the amount of Recyclable Materials diverted from the waste and debris created by the disaster and to identify and secure disposal sites and capacity for such waste.
- 8.3 **WAGES, SALARIES, TAXES, ETC.** COLLECTOR shall exonerate, defend, indemnify and hold harmless the CITY, its employees and agents, and shall assume full responsibility for payment of all wages or salaries and all Federal, State and local taxes or contributions imposed and required under the Unemployment Insurance, Social Security, Income Tax laws and Workers' Compensation laws with respect to COLLECTOR'S employees engaged in the performance of COLLECTOR'S obligations hereunder.
- 8.4 **CHANGES:** The CITY may at any time by a written order modify COLLECTOR'S obligations or the standards under which COLLECTOR is to perform its services. In the event that the CITY modifies such obligations or standards, COLLECTOR shall propose programs to comply with such modified obligations or standards and indicate how the service rates charged to COLLECTOR'S customers would be affected if these programs were implemented. CITY shall evaluate COLLECTOR'S proposal and, if CITY decides to modify such obligations or standards, and determines that an adjustment of COLLECTOR'S service rates greater than that allowed by Section 10.3 A and B is justified, process an adjustment of COLLECTOR'S maximum service rates pursuant to Section 10.3.E.
- 8.5 **OWNERSHIP OF EQUIPMENT:** The COLLECTOR shall own or lease and maintain at its expense, all equipment necessary to perform its duties as provided for under this Agreement, including sufficient radio equipment for office to field communication.

- 8.6 NON-WAIVER. No acquiescence, failure, or neglect of either party hereto to insist upon strict performance of any or all of the provisions of this Agreement shall be construed to constitute a waiver of any term, condition, or provision of this Agreement nor of any performance required hereunder, nor of any remedy, damages or other liability arising as a result of any failure of performance, neglect, or inability to perform at any time.
- 8.7 VERBAL, UNOFFICIAL, OR UNAUTHORIZED AGREEMENTS. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations contained in this Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY. Only direct acts of the City Council or acts of officers specifically authorized by this Agreement shall be binding upon the CITY.

## **SECTION 9. REPORTS**

- 9.1 DUE DATE. The dates by which all reports and other documents are to be submitted by COLLECTOR are specified in Exhibit 5.
- 9.2 MONTHLY REPORTS. Each month during the term of this Agreement and any extensions of this term granted by the CITY, COLLECTOR shall prepare and submit to the CITY a report of the weights of Solid Waste and Recyclable Materials collected in the City, and recycled, processed, transformed, and disposed by COLLECTOR. These reports shall be submitted in a form and method specified by the CITY.
- 9.3 IDENTIFICATION OF FACILITIES USED. Each monthly report shall identify the name of each facility utilized by COLLECTOR and the weight of Solid Waste and/or Recyclable Materials taken to each facility by COLLECTOR. It shall be the responsibility of COLLECTOR to demonstrate to the satisfaction of the CITY, that the weights reported by COLLECTOR are true and accurate, and represent weights of Solid Waste and/or Recyclable Materials actually collected in the CITY by COLLECTOR. All information reported to the CITY is subject to audit and verification by the CITY.
- 9.4 OTHER REPORTS. COLLECTOR may also be required to submit other reports, as requested by CITY, in response to State integrated waste management policies, mandates or laws, at no cost to CITY.
- 9.5 DISPOSAL WEIGHTS. Solid Waste disposal weights reported to the CITY by COLLECTOR shall be the same as those identified as being from the CITY and reported by COLLECTOR to the Solid Waste disposal facilities utilized by COLLECTOR.



- 9.6 LIQUIDATION DAMAGES. Liquidated Damages for failure of COLLECTOR to submit a required report, to submit a report by the due date, or submittal of a report with false or incorrect information are specified in Exhibit 4 to this Agreement
- 9.7 CUSTOMER SATISFACTION SURVEY. COLLECTOR shall conduct an annual customer satisfaction survey and provide the results of this survey to the CITY by the dates specified in Exhibit 5
- 9.8 RECYCLING REPORT. COLLECTOR shall assist the CITY with enforcement of its mandatory commercial recycling ordinance by annually providing the CITY with a list of COLLECTOR'S Customers which identifies the volume of Solid Waste (as measured in cubic yards of bin capacity at the customer location multiplied by the frequency of weekly collection) collected each week, the type of recycling program(s) provided to each Customer, and an identification of any customers covered by the CITY'S ordinance that are not participating in the COLLECTOR'S recycling program.

#### **SECTION 10. SERVICE RATES, BILLING, AND COLLECTIONS**

- 10.1 COLLECTOR'S SERVICE RATES COLLECTOR has submitted its service rates with its application for a non-exclusive collector agreement. These service rates are incorporated as part of this Agreement as Exhibit 2. Prior to July 1, 2013, COLLECTOR may not charge its customers a service rate for a specific service that is greater than the service rates set forth in Exhibit 2.
- 10.2 RATES BASED ON COSTS. COLLECTOR represents and warrants to CITY that its service rates listed in Exhibit 2 are based on the COLLECTOR'S costs to achieve at least a 50% waste diversion rate.
- 10.3 ADJUSTMENTS TO SERVICE RATES COLLECTOR shall not increase any of the maximum service rates listed in Exhibit 2 before July 1, 2013. After that time, adjustments to the maximum service rates COLLECTOR may charge its customers shall be subject to the following terms and limitations:
- A. The maximum service rates cannot be increased more than once every twelve months.
  - B. The maximum service rates cannot be increased by more than 5% during any 12-month period.
  - C. The maximum service rates may be increased by no more than the April-to-April percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Bureau of Labor Statistics for the Los Angeles-Riverside-Orange County region. An example of how the percentage change in the CPI is to be applied is as follows:
    - Example: Percentage change in CPI-U = 3.5%
    - Current maximum service rate that may be charged to Customers = \$95.00
    - New maximum service rate that may be charged to Customers =  $\$95.00 \times (1 + .035) = \$98.32$

- D. COLLECTOR shall provide Customers with a minimum notice of thirty (30) days prior to adjusting any service rates charged to Customers. Commencing July 1, 2013, COLLECTOR may not charge its customers a service rate for a specific service that is greater than the maximum service rates set forth in Exhibit 2, as those rates are adjusted pursuant to this Section 10.3.
- E. COLLECTOR may petition the CITY for relief from the limitations in paragraphs A, B, and C of this Section 10.3 in the event that the CITY requires COLLECTOR to offer services not specified in COLLECTOR'S application attached as Exhibit 1. Any such petition to the CITY by COLLECTOR shall include verifiable evidence of COLLECTOR'S increased costs arising from the additional services. Any such relief requires the prior approval of the City Council of CITY, as documented in a writing signed by the City Manager.
- 10.4 BILLING AND COLLECTION: COLLECTOR shall be responsible for making arrangements with its Customers for the billing and payment of the service rates for the services provided by COLLECTOR pursuant to this Agreement.

## SECTION 11. COLLECTOR FEES

11.1 CALCULATION OF COLLECTOR FEES. COLLECTOR shall pay Collector Fees to the CITY that will be calculated as follows:

<u>Waste or Materials Collected</u>	<u>Basis for Fee Calculation</u>
Waste hauled directly to a disposal facility . . . . .	\$28 per ton received at the disposal facility
Waste hauled directly to transfer facility and then to a disposal facility.....	\$28 per ton received at the transfer facility
Source separated Recyclable Materials hauled to a sorting facility or composting facility .....	\$5 per ton received at the sorting facility
Mixed waste hauled to a transformation or biomass facility from which the city receives full waste diversion credit ...	\$5 per ton received at the facility
Mixed waste hauled to a material recovery facility (MRF) for sorting or processing . . . . .	\$5 per ton received at the MRF + \$28 per ton of residual waste from the MRF sent to a disposal facility
Mixed waste hauled to a transformation or biomass facility from which the city does not receive waste diversion credit . . . . .	\$28 per ton received at the facility

Calculation of Collector Fees owed to CITY by COLLECTOR shall be based on the quantities of Solid Waste and Recyclable Materials actually collected in the CITY by COLLECTOR and transported to disposal, processing, composting, transformation, or biomass conversion facilities. These quantities shall be specified on COLLECTOR'S monthly reports submitted to CITY. All quantities of Solid Waste and Recyclable Materials reported by COLLECTOR to the CITY and all calculations of Collector Fees owed by COLLECTOR shall be subject to review and verification by CITY.

#### 11.2 DISPUTES REGARDING REMITTANCES, AUDITS.

- A. Acceptance of any payment by COLLECTOR to CITY shall not be construed as an accord that the amount is *in fact the correct amount*, nor shall such acceptance of payment be construed as a release of any claim CITY may have against COLLECTOR for any additional sums payable under the provisions of this Agreement.
- B. All amounts paid shall be subject to independent audit and recomputation by CITY.
- C. If, after audit, such recomputation indicates an underpayment, COLLECTOR shall pay to CITY the amount of the underpayment within ten days of receipt of written notice from CITY. In addition, COLLECTOR shall pay interest on any underpayment at the highest rate allowed by law. Such interest shall commence accruing on the date the underpayment would have originally been due.
- D. If, after audit, such recomputation indicates an underpayment of more than two and one half percent (2.5%), COLLECTOR shall reimburse CITY for all reasonable costs and expenses incurred in connection with the audit and recomputation, within ten days of receipt of written notice from CITY.
- E. If, after audit, such recomputation indicates an overpayment, CITY shall notify COLLECTOR in writing of the amount of the overpayment, less costs and expenses incurred in connection with the audit and recomputation. COLLECTOR may offset the payment or payments (as appropriate) next due following receipt of such notice by the amount specified therein.
- F. In case of dispute between CITY and COLLECTOR regarding any amounts due, COLLECTOR shall pay the amount claimed by CITY as due and notify CITY in writing at the time of payment as to any portion that is paid under protest, specifying the basis of its claim of overpayment.

### SECTION 12. INSURANCE AND INDEMNIFICATION PROVISIONS

- 12.1 INSURANCE REQUIREMENTS. COLLECTOR shall procure and maintain for the term or the Agreement and any extensions of the term, insurance against claims for injuries to persons or

damages to property which may arise from or in connection with the performance of the work and services provided pursuant to this Agreement, and the results of that work and services by the COLLECTOR, its agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance Coverage shall be at least as broad as.
- (1) Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01)
  - (2) Insurance Services Office (ISO) Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
  - (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. COLLECTOR shall maintain limits no less than:
- (1) General liability. (Including operations, products, and completed operations ) **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit
  - (2) Automobile Liability. **\$1,000,000** per accident for bodily injury and property damage
  - (3) Workers' Compensation: As required by the State of California.
  - (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease
- If the COLLECTOR maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained by the contractor.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (b) the COLLECTOR shall provide a financial guarantee satisfactory to the entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- D. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:
- (1) The CITY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the COLLECTOR; and with respect to liability arising out of work or operations

performed by or on behalf of the COLLECTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided with two endorsement forms: 1) in the form of an additional insured endorsement to the COLLECTOR'S insurance, or as a separate owner's policy (CG 20 10 11 85 or equivalent language) and 2) a CG 20 37 10 01 endorsement form or its equivalent language. A later edition of the CG 20 10 form along with the CG 20 37 coverage form will give some protection to the entity for specific locations.

- (2) For any claims related to this project, the COLLECTOR'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the COLLECTOR'S insurance and shall not contribute with it.
  - (3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
  - (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- E. **Waiver of Subrogation.** COLLECTOR hereby agrees to waive subrogation which any insurer of COLLECTOR may acquire from COLLECTOR by virtue of the payment of any loss. COLLECTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed to contain a waiver of subrogation in favor of the CITY for all work performed by the COLLECTOR, its agents, employee, independent contractors and subcontractors.
- F. **Acceptability of Insurers.** Insurance is to be placed with insurers that are admitted in California and with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.
- G. **Verification of Coverage.** COLLECTOR shall furnish the CITY with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. The endorsements shall conform to the requirements. All certificates and endorsements are to be received and approved by the CITY before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

- H Subcontractors. COLLECTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- 12.2 INDEMNIFICATION COLLECTOR shall indemnify, defend (with counsel selected by CITY) and hold harmless CITY, its officers, agents, employees and volunteers from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and for any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury or death arising out of or connected with COLLECTOR'S or any of its officers, agents, employees or subcontractors' performance of its obligations pursuant to this Agreement or arising from or attributable to any alleged breach of warranty of merchantability or fitness of purpose or other laws relating to product liability for Recyclables collected and processed pursuant to this Agreement. COLLECTOR'S obligation to indemnify, defend and hold harmless CITY as stated herein above shall include, but not be limited to, paying all actual legal fees and cost incurred by legal counsel of CITY'S choice in representing CITY in connection with any such claims, losses, lawsuits or actions. The obligations of COLLECTOR pursuant to this Section 12.2 are not limited by the coverage of any insurance maintained by COLLECTOR pursuant to Section 12.1. **THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE AND RECYCLABLES COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.**
- 12.3 ENVIRONMENTAL INDEMNIFICATION COLLECTOR shall indemnify, defend (with counsel selected by CITY) and hold harmless CITY, its officers, agents, employees and volunteers from any and all claims and losses whatsoever occurring or resulting from: (a) the repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or Hazardous Waste at any place where COLLECTOR or any of its officers, agents, employees or subcontractors transfers, stores or disposes of Solid Waste or Recyclables pursuant to this Agreement; or (b) its activities pursuant to this Agreement result in a release of hazardous substances into the environment. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, codified at 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify

CITY. COLLECTOR'S obligation to indemnify, defend and hold harmless CITY as stated herein above shall include, but not be limited to, paying all actual legal fees and costs incurred by legal counsel of CITY'S choice in representing CITY in connection with any such claims, losses, lawsuits or actions. This clause shall not restrict any rights CITY has against COLLECTOR, including, but not limited to, the right of contribution

The obligations of COLLECTOR pursuant to this Section 12.3 are not limited by the coverage of any insurance maintained by COLLECTOR pursuant to Section 12.1. **THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE AND RECYCLABLES COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.**

- 12.4 PUBLIC RECORDS REQUESTS: CITY shall notify COLLECTOR as soon as practical if CITY receives a request to review or copy material that COLLECTOR has marked "Trade Secret", "Confidential", or "Proprietary" In such an event, COLLECTOR may present arguments or facts to CITY in support of COLLECTOR'S position that the material is exempt from disclosure under the California Public Records Act and therefore should not be released
- A. If CITY determines that the material is not exempt from disclosure and that it must be released, COLLECTOR may seek a court order enjoining that release. CITY shall not be responsible for COLLECTOR'S costs associated with seeking or pursuing such a court order.
  - B. If CITY determines that the material is exempt from disclosure and the party who requested the material files a legal action seeking release of the material, COLLECTOR shall either file a motion to intervene in the action or shall accept the release of the material by CITY. If a legal action is filed seeking release of the material, CITY shall have no obligation to defend the action and may release the material requested without liability to COLLECTOR.
  - C. COLLECTOR shall indemnify and hold CITY harmless from any claims of damages made by or brought against COLLECTOR as a result of release of the material.
  - D. COLLECTOR shall reimburse CITY's costs incurred as a result of any Public Records Request for COLLECTOR'S trade secret, confidential, or proprietary material within thirty (30) days of receiving a statement of CITY'S costs.

### **SECTION 13. MISCELLANEOUS**

- 13.1 AGREEMENT. This Agreement contains the entire agreement of the parties relating to the subject matter hereof, and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally, and no modification, termination or

attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties hereto. Any modifications to this Agreement shall require the prior authorization of the City Council of the CITY.

13.2 GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.

13.3 COOPERATION WITH STUDIES AND SURVEYS. If during the Term of this Agreement, the CITY commissions or elects to participate in a study to examine waste related issues or COLLECTOR'S level of customer service, Collector agrees to cooperate fully and to provide all information deemed necessary by the City Manager, except that COLLECTOR shall not be required to produce for such studies confidential financial information or information concerning COLLECTOR'S internal operations.


13.4 AUDIT OF COLLECTOR'S BOOKS AND RECORDS. The CITY shall have the right, upon written notice, to review (including through the use of outside consultants, auditors and accountants) any and all of Collector's documents, records, reports, and files relating to Collector's performance of under the terms of this Agreement. Should the CITY desire to use an outside consultant, auditor or accountant, then the CITY shall provide written notice of such desire to Collector, along with the names of three (3) independent firms that the CITY would propose to retain. COLLECTOR shall have the right to eliminate no more than two of the names on the City's list. The City shall keep the contents of Collector's documents, records, reports, and files confidential, to the extent permitted by the California Public Records Act (California Government Code Section 6250, et seq.) The Collector shall sign a confidentiality agreement with the consultant.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized

Attest.

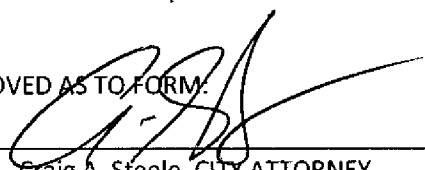
City of Monrovia, California

By:   
Alice D. Atkins, CMC, CITY CLERK

By:   
Mark Alvarado, INTERIM CITY MANAGER

Dated: 4/18/2012

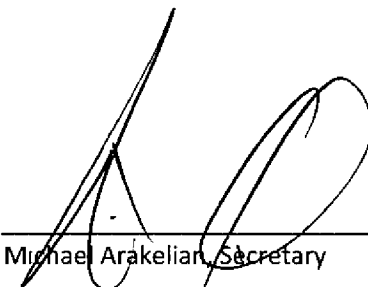
APPROVED AS TO FORM:

By:   
Craig A. Steele, CITY ATTORNEY

By:   
Ron Arakelian Jr., Chairman of the Board

COLLECTOR\*

4/13/12  
DATE

By:   
Michael Arakelian, Secretary

4/12/12  
DATE

TYPE/PRINT COLLECTOR'S NAME: ARAKELIAN ENTERPRISES, INC (DBA ATHENS SERVICES)

\*The signature(s) of Collector require notarization and if business is other than a sole proprietorship shall be accompanied by a Resolution of the business authorizing the given signatures

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

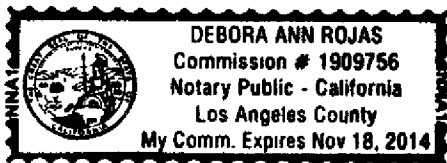
CIVIL CODE § 1189

State of California

County of Los Angeles

On April 12, 2012 before me, Deborah Ann Rojas, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Michael Arakelian  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Place Notary Seal Above

Signature Deborah Ann Rojas  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

### Description of Attached Document

Title or Type of Document Monrovia/Athens Agreement

Document Date 04/11/12 Number of Pages \_\_\_\_\_

Signer(s) Other Than Named Above: Ron Arakelian Jr and City

### Capacity(ies) Claimed by Signer(s)

Signer's Name \_\_\_\_\_ Signer's Name \_\_\_\_\_

☐ Corporate Officer — Title(s) \_\_\_\_\_ ☐ Corporate Officer — Title(s) \_\_\_\_\_

☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other \_\_\_\_\_ ☐ Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_ Signer Is Representing \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

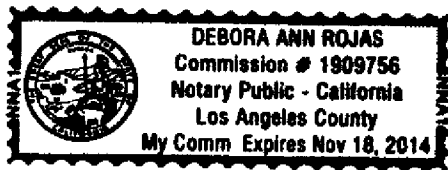
CIVIL CODE § 1189

State of California

County of Los Angeles

On April 13, 2012 before me, Debara Ann Rojas, Notary Public

personally appeared Ron Arakelian



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature Debara Ann Rojas  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

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Document Date 04/11/12 Number of Pages \_\_\_\_\_

Signer(s) Other Than Named Above Michael Arakelian

### Capacity(ies) Claimed by Signer(s)

Signer's Name \_\_\_\_\_

☐ Corporate Officer — Title(s) \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name \_\_\_\_\_

☐ Corporate Officer — Title(s) \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
ARAKELIAN ENTERPRISES, INC., d.b.a. ATHENS SERVICES  
(a California corporation)**

The undersigned, being all of the duly elected members of the Board of Directors of Arakelian Enterprises, Inc., d.b.a. Athens Services (the "Board"), a California corporation (the "Corporation"), in accordance with the authority contained in Section 307(b) of the California General Corporation Law, do hereby take the following actions and adopt the following resolutions without a meeting with the intention that such actions will have the same force and effect as if taken by a vote of the Board at a meeting duly called and held.

**ELECTION OF OFFICERS**

RESOLVED, that the following named persons be, and they hereby are, elected to the following offices of the Corporation:

<u>Name</u>	<u>Office</u>
Ron Arakelian, Jr.	Chief Executive Officer
Michael Arakelian	Secretary
Ron Arakelian, III	Executive Officer
Greg Huntington	Chief Financial Officer
Gary Clifford	Chief Operating Officer
Kevin Hanifin	Executive Vice President
Greg Loughnane	Executive Vice President

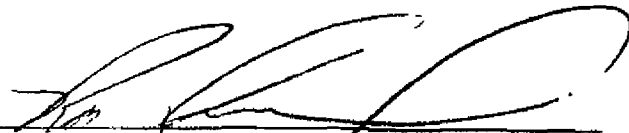

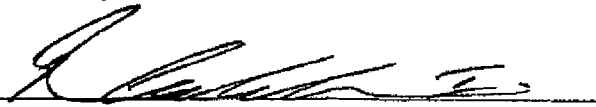
and that the above officers shall serve at the pleasure of the Board, subject to any rights an officer may have under any employment contract with the Corporation.

**GENERAL AUTHORIZATION**

RESOLVED, that the officers and directors of the Corporation be, and each acting alone is, hereby authorized, empowered and directed, for and on behalf of the Corporation, to take or cause to be taken any and all actions, including, without limitation, the execution, acknowledgment, filing, amendment and delivery of any and all papers, agreements, documents, instruments and certificates, such officers deem to be in the best interests of the Corporation.

This Action by Unanimous Written Consent may be executed in one or more counterparts, each of which shall be an original and all of which shall be one and the same instrument. This Action by Unanimous Written Consent shall be filed in the Minute Book of the Corporation and become a part of the records of the Corporation.

Dated: December 1, 2011

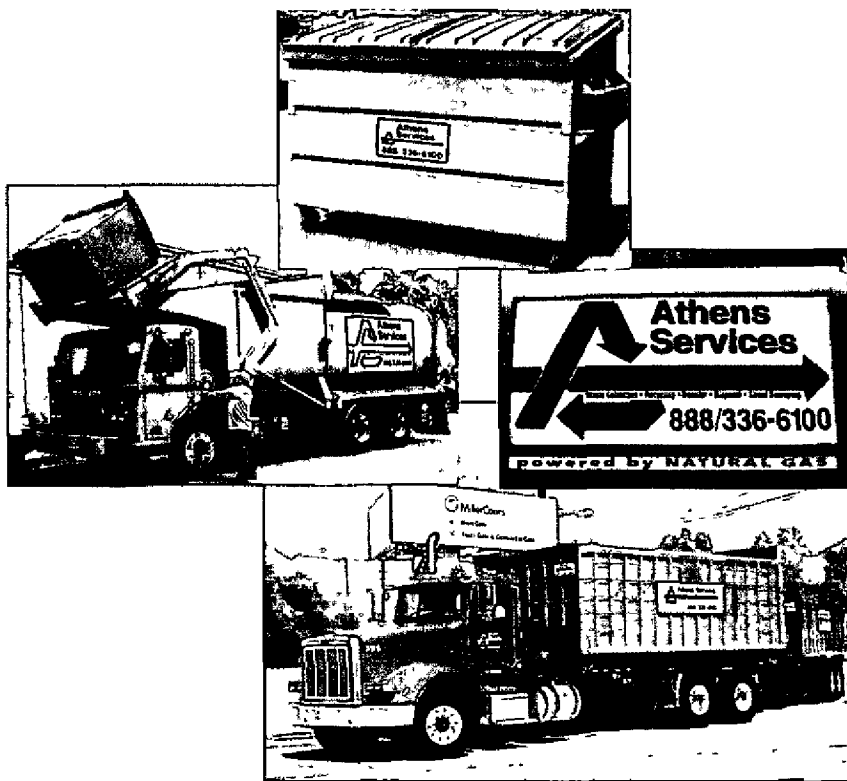
  
\_\_\_\_\_  
Ron Arakelian, Jr.  
\_\_\_\_\_  
Michael Arakelian  
\_\_\_\_\_  
Ron Arakelian III

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS  
OF ARAKELIAN ENTERPRISES, INC., d.b.a. ATHENS SERVICES

**EXHIBIT 1**

**COLLECTOR'S APPLICATION FOR A NON-EXCLUSIVE COLLECTOR AGREEMENT FOR COLLECTION,  
RECYCLING, AND DISPOSAL OF COMMERCIAL SOLID WASTE**

# City of Monrovia Non-Exclusive Program for Commercial Waste Collection and Recycling Application



**Athens Services**  
P. O. Box 60009  
City of Industry, CA 91716  
(626) 336-3636

**Gary M. Clifford**  
Chief Operating Officer

**October 11, 2011**



## Table of Contents

<b><i>Section One</i></b>	Company Information
<b><i>Section Two</i></b>	Waste Disposal Plan
<b><i>Section Three</i></b>	Waste Collection Plan
<b><i>Section Four</i></b>	Waste Recycling and Diversion Plan
<b><i>Section Five</i></b>	Customer Education Plan
<b><i>Section Six</i></b>	Customer Service Plan
<b><i>Section Seven</i></b>	Rates for Services
<b><i>Section Eight</i></b>	Certification Statement and Summary of Application





## SECTION ONE – COMPANY INFORMATION

1.1 The entity that will execute the franchise agreement is Arakelian Enterprises, Inc. dba Athens Services. Our corporate office is located at 14048 Valley Blvd., Industry, CA. Our mailing address is P.O. Box 60009, City of Industry, CA 91716.

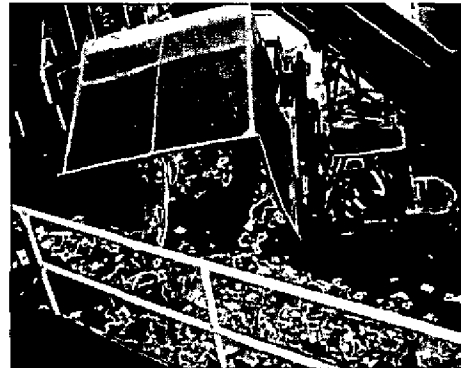
1.2 Your contact person is Gary M. Clifford, Chief Operating Officer, and he can be reached at the office (626) 336-3636 or directly at (626) 934-4619 or via cellular at (626) 705-6919. His email address is [GClifford@AthensServices.com](mailto:GClifford@AthensServices.com)



## SECTION TWO – WASTE DISPOSAL PLAN

2.1 Athens Services utilizes several landfills for the disposal of waste after processing including Chiquita Canyon, El Sobrante, Sunshine Canyon, and Puente Hills. We use this consortium of landfills to the advantage of our customers to insure capacity now and in the future. For example we currently have a contract with Chiquita Canyon that covers the term of this agreement. However, if Athens Services secures volumes at additional landfills, or leverages one of our current relationships, this could result in the disposal being transferred to another one of our consortium landfills in which we have an agreement. This is how we can guarantee our cost controls and continue to offer caps on our disposal components in the future which will stabilize and help mitigate any pending closures.

2.2 Athens Services does not own or operate a landfill. All our waste is processed at our Material Recovery Facility (MRF) which we own, focusing on diversion rather than landfill. The higher diversion, the less significant the disposal component at landfill becomes. To that point we have contracted with the owners of Chiquita Canyon and El Sobrante.



In any event, Puente Hills Landfill will be available for disposal for any city encapsulated in the Los Angeles County Sanitation District.

2.3 Athens Services has an abundance of available disposal using our consortium of landfills. For example, our agreement at Chiquita Canyon is a guarantee of 40,000 tons a month. Puente Hills has extensive capacity through 2013, where the landfill will be replaced with a waste by rail program which will be available for Monrovia customers disposal if needed. They (Puente Hills) currently are at less than 50% capacity of 13,000 tons per day. In addition we have a contract with El Sobrante Landfill which has a capacity of 10,000 tons per day of which 10,000 per month are guaranteed and Sunshine Canyon which has a per day capacity of 12,100 tons. All of these facilities are aggressively seeking out our tonnage every day and that keeps our opportunities fluid for our customers and allows us to guarantee capacity and rate stabilization. Our customers are also protected in the event there is an issue with one specific landfill because Athens Services has created the aforementioned relationships to create market flexibility and competition.

We call this the Athens Advantage and by creating the consortium of landfills we focus on diversion rather than disposal. Athens reserves the right to replace our landfill guarantee with another of similar or better terms. Our guarantees do not limit any disposal quantities by any means and our company remains fully responsible for disposal of all refuse with no adjustment to compensation.

24 Our agreements and relationships all include rate stabilization plans and cost controls. Our consortium of landfills allows us to guarantee that the adjustment to the disposal component will not exceed 5% of the maximum rate.

The end result for our Monrovia customers is that we will guarantee a rate cap and take the volatility out of the market. It is incumbent on Athens to manage and nurture our consortium of landfills. Athens Services guarantees that these cost controls equate to rate stabilization for our customers in Monrovia.

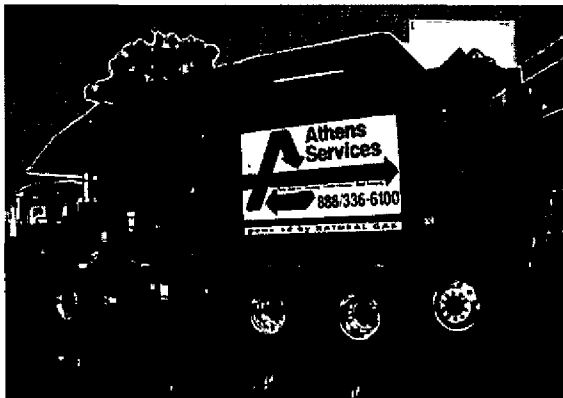


### SECTION THREE – WASTE COLLECTION PLAN

3.1 All of Athens Services' vehicles meet or exceed South Coast AQMD and CARB emissions requirements and are state-of-the art low emission Compressed Natural Gas (CNG) vehicles. They are routed to maximize efficiency and minimize green house gas emissions. The specifications of the vehicles we use are located on the pages at the end of this section. All drivers and supervisors have Nextel digital radios to maintain contact with fleet operations.

3.2 The vehicles which we use to service the City of Monrovia are parked and maintained at 5355 Vincent Ave., Irwindale.

3.3 Businesses subscribing to commercial service bin service will be serviced with 2010 CNG standard front loader (FEL) collection vehicles. All materials will be collected utilizing frontend loaders, side loaders and or roll-off service trucks.



Elements particular to each type of collection are discussed below. Customers will receive collections of refuse, recyclable materials, and green waste as per their agreed upon schedule which could include multiple containers serviced one or more days per week. All collections are made on premises or at the street—as dictated by the terms of the service agreement with the customer. Collections will be made from commercial bins or carts or a combination thereof.

For example, it is relatively common for a commercial customer to have commercial bin service for refuse, and a cart for single stream or commingled recyclables. This is especially true in the case of some small businesses. Collection solutions are a direct result of the type of business—which drives the types of materials discarded—and the size of business. Type of business may will also drive service frequency; i.e., restaurants typically require more than once per week service, especially in this warmer climate. Establishing a correct level of service is a primary objective of the commercial route auditing described.

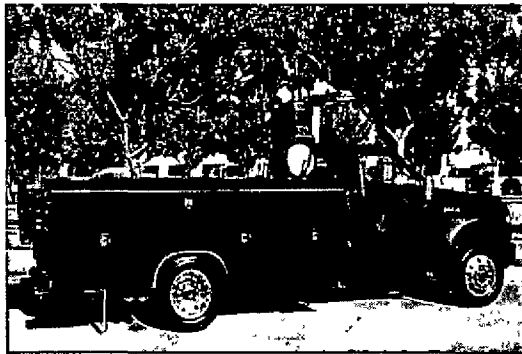
Athens will ensure all routes are balanced and equalized within route day boundaries taking into consideration all factors such as lifts per hour, tonnage, pre- and post-trip inspections, travel times from the yard to the route and from the route to the landfill, recycler, speed limits, other roadway restrictions, and time for two 15-minute breaks and 30-minute lunch. The goal is to

ensure that each Athens driver is assured that the length of their work day matches that of other drivers. This, of course, will contribute to a peaceful work place

#### *Daily Operations*

- Daily route sheets for all drivers are generated by our state-of-the art computer system which includes GPS based routing software which maximizes route efficiency saving wear and tear on City streets, reducing pollution, reducing impact on traffic, and improving safety
- Digital communications between sales, service, operations and maintenance to communicate changes in customer needs or conditions in the field in real time.
- Driver pre and post trip inspections to ensure vehicles are operating in accordance with DOT, CHP, and company standards.

3.4 We maintain adequate equipment inventory so that rare equipment failures are quickly addressed by dispatching spare equipment to the scene where necessary. We maintain a pool of spare drivers which assures that we will always have the necessary manpower to complete each day's assignments.



Every Athens truck is inspected a minimum of twice per day; each driver performs a pre-trip and post-trip daily. The inspection is documented on a Driver Vehicle Inspection Report (DVIR); the 3-part form is distributed daily to the fleet maintenance supervisor, the route supervisor, and the truck file. Any necessary repairs are completed that night, or the truck is replaced by a spare truck until the repairs are completed. The maintenance group maintains a regular preventative maintenance

schedule for all trucks to ensure maximum up (operating) time

Just in case, shop road crews are staffed during all operating hours to ensure that any mechanical problem or breakdown can be attended quickly. All employees have Nextel digital radios to maintain contact with operations. All road crew trucks are equipped with the tools and parts necessary to mitigate "down time."

The foundation of the maintenance process at Athens Services is the preventive maintenance program. Athens has reduced the B.I.T. service interval of the standard 90 day inspection down to 30 day intervals. The preventive maintenance program service intervals are noted below.

<u>Service Type</u>	<u>Interval</u>	<u>Description</u>
PM – A	30-Days	Inspection of all "out-of-service" criteria, lubrication
PM – B	60-Days	PM – A, plus oil and filters
PM – C	360-Days	PM – A and B, plus engine tune up, transmission, differential, and hydraulic system service
PM – O	360 – Days	Opacity Test

The routine and daily maintenance activities in a typical Athens maintenance department are managed by a staff that includes but is not limited to; Maintenance Manager, Day Shift Supervisor, Night Shift Supervisor, Parts Clerk, and Shop Administrator. The management group's main items of focus are:

- Department scheduling – matching available headcount to equipment availability
- Repair scheduling – Preventive Maintenance Inspections, Road calls, and Daily Repair Work
- Inventory / repair controls – Ensure that expenses are charged to the proper unit and system allowing system and / or unit analysis and proper corrective action
- Mechanic Training
  - Annual brake training (air brakes)
  - Tire service training
  - Monthly safety (meetings and training)

Proper management of the focus areas ensure that all Athens Services vehicles meet or exceed all Federal, State and Local mechanical and safety requirements

#### Driver Vehicle Inspection Reports (DVIR):

The maintenance department at Athens Services utilizes a truck to mechanic / welder ratio of approximately 8 to 1 to ensure that we are adequately staffed to handle repair work that is generated from driver's vehicle inspection(s). The D.V.I.R. process requires that the driver conduct a thorough pre-trip / post-trip inspection and provide the maintenance supervisor a copy of his report (day shift and night shift supervisors are on duty and drivers are aware that they are available for direct communication). The maintenance supervisor assesses the repair priority (Priority #1, #2, or #3), determines if the vehicle requires immediate attention, and delegates the repair to a mechanic or welder of an adequate skill level to complete the needed repair.

#### *DVIR Process*

1. Driver completes pre-trip / post-trip inspection
2. Driver provides a copy of the DVIR to the maintenance supervisor
3. Shop Supervisor discusses any noted defects with the driver to obtain a clear understanding of the repairs required
4. Shop Supervisor prioritizes the required repairs and assesses the required technician skill level
5. Shop Supervisor generates a repair order and delegates the repair to the appropriate technician
6. Technician completes the required repairs, signs off on the repair order, and DVIR prior to turning the paperwork into the Shop Supervisor
7. Shop Supervisor signs off on the repair and closes it out in E.M.S. (Equipment Maintenance System)
  - Shop Supervisor conducts random quality assurance inspections to evaluate technician repair quality
8. Maintenance Manager reviews the completed repair orders the following morning

## Vehicle Specifications

### Front Load Truck



# HX450FL

## 40 - 42 YARD

### STANDARD BODY SPECIFICATIONS

#### Body Construction

Entire Body Shell: 1/8", 4mm or 3/16" Hardox 450

Hopper Sides: 4mm or 3/16" Hardox 450

Rear Door: 1/8" Hardox 450

#### Lifting Mechanism

14 - 18 Second Cycle Time

1 - 8 Cu Yd Capacity

Side Pocket Forks With Dock Loading Capability

8,000Lb Lifting Capacity

Replaceable Bronze Insert X-Shaft Bushings

#### Packing System

High Blade or Low Blade With Follower

(Low Blade With Follower Requires Horizontal Exhaust)

Selectable Pack Cycles

Follow Plate to Prevent Spillage Behind Blade

Full Eject or Hoist To Dump

#### Electrical System

Computerized Packing System

Packing Function Display

Harnessed Wiring

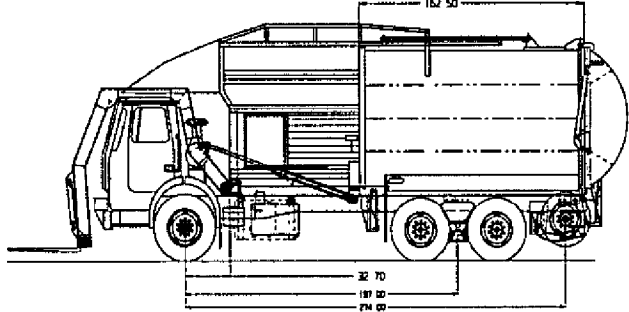
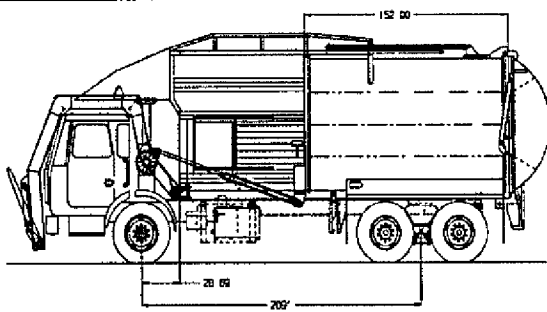
Weather Resistant Quick Connectors



AMREP INC. 1555 S. CUCAMONGA AVE, ONTARIO, CA (909) 923-0430 [www.amrepinc.com](http://www.amrepinc.com)



# HX450FL



## BODY CONSTRUCTION

Body Shell - 1/8", 4mm or 3/16" Hardox 450

## HOPPER CONSTRUCTION

Lower Sides - 4mm or 3/16" Hardox 450  
Upper Sides - 4mm Hardox 450

## HYDRAULIC REAR DOOR

Hydraulic Actuated Single Rear  
Steel Convex Door  
Door Sheets - 1/8" Hardox 450

## CAB CANOPY

Sides And Top - 14 Gauge Mild Steel

## PACKER FOLLOWER (Low Blade Only)

Attached To Top Of Packer Blade To Prevent  
Refuse From Collecting In Front Area Of Body  
Follower Cover - 10ga High Tensile Steel  
(Low Blade Only)

## PACKER BLADE

Push Type "A" Frame Box With Shoes To Slide In  
Full Length Channel Guides On Body Floor  
Face - 1/4" Hardox 450  
Sides - 3/8" Mild Steel  
Length - 30"  
Width - 80"  
Height - 60" (High Blade - 84")  
Guides - 6 x 15 3# Channel Full Length Of Body  
Wear Guides - Hardox 500 Wear Plates

## LADDER

Right Side Of Body To Provide Access  
To Body Roof With PTO Lockout When In Use

## LOADING MECHANISM

8,000Lb Capacity, Rectangular Tubing With Flat  
Bar Straps And Reinforcement Gussets

## FORKS, CROSS SHAFT & BEARINGS

Side Pocket Forks 6 1/2 x 1 1/4 x 51"  
Cross Shaft - Cold Drawn Seamless Tubing  
Tubing - 3 1/2" O.D. x 1/2" Wall 80,000psi  
(2) Bronze Bushings Grooved For Lubrication  
Bushings Size - 4 1/2 x 3 1/2 x 2 1/2

## ARM CROSS SHAFT & BEARINGS

Cold Drawn Seamless Tubing, Bolt On Mounting  
4 1/2 x 1/2 x 80,000psi (3/4" & 1" Optional)  
Mounting - "U" Bolt Half Cap Wall Mounted  
(2) Full And (1) Half Bronze Bushing Grooved For  
Lubrication  
Full Bushing - 6" O.D. x 4 1/2" I.D. x 6" Long

## DECELERATION VALVE

To Allow Maximum Operating Speeds Without  
Driver Correction

## CONTAINER STOPS

Rubber Pads Mounted Inside Forks At Shaft

## HOSES AND FITTINGS

HD Double Wire Braided Parker 100r2 SAE Hose  
With Jic Fittings  
Zinc Dichromate Seamless Steel Tubing

## RESERVOIR

60 Gallon Capacity With Breather Cap Shut Off  
Valve And Tank Drain Plug  
A 20-Micron Return Line Filter Cartridge With A  
20PSI Bypass Valve  
Vertical Baffles, 150-Micron Re-usable Suction  
Filter

## CONTROLS

Air Controls Mounted In Cab To The Right And  
Forward Of Operator And Outside On The  
Street Side Of The Body

## CONTROL VALVE

Commercial A-35 With Built In Relief Valve

## POWER SOURCE

Front Mount Or Transmission Mounted Gear  
Pump

## PACKER CYLINDERS

(2) Three Stage Telescopic, Double Acting, All  
Chrome Stages  
1st Stage (Pack) - 6 1/2" I.D.  
2nd Stage (Eject) - 5" I.D.  
3rd Stage (Eject) - 3 1/2" I.D.  
Stroke - 182 3/4"

## ARM CYLINDERS

(2) - Single Stage, Double Acting  
Bore - 4" Stroke - 48 3/8" Rod - 2" Chrome

## FORK CYLINDERS

(2) Single Stage, Double Acting  
Bore - 3" Stroke - 21" Rod - 1 1/4"

## REAR DOOR CYLINDERS

(2) Single Stage, Double Acting  
Bore - 2 1/2" Stroke - 35" Rod - 1 1/4" Chrome

## HOPPER COVER CYLINDER

(1) Single Stage, Double Acting  
Bore - 2" Stroke - 93" Rod - 1 1/4" Chrome

## HYDRAULIC OIL

Anti-Wear, Corrosion, Oxidation And Foam  
Inhibitors  
ISO Viscosity Grade - 46  
API Gravity - 31  
Viscosity - 220 @ 100Deg. F  
Flash Point - 430 Deg. F

## LIGHTS

Standard ICC Lights And Reflectors Conforming  
To California State Vehicle Code. "Truck-Lite"  
Tail, Stop, Back Up And Directional Lights

## MID BODY TURN SIGNAL

Directional Lights Mounted At Mid-Point Of Body

## REAR DOOR LIQUID CATCH

Steel Construction Installed Under Rear Door To  
Prevent Liquid Spill

## CLEAN OUT DOORS

Two Doors At Front Of Body 10" x 31"  
(Low Blade Only)  
Full Access Door On Street Side Of Body  
(High Blade Only)

## OPTIONS - LIGHTING

Econo Strobe On Rear Door  
4 Additional Rear Flashing Lights  
2 Rear Mounted Spot Lights  
1 Additional Rear/Center Mounted Brake Light

## OPTIONS - SAFETY

Fire Extinguisher  
Triangle Road Kit  
Spill Kit

## OPTIONS - CAMERA SYSTEMS

1 Camera Rear  
2 Camera Rear / Right Cab  
4 Camera Rear / Left Cab / L-R Alley

## STEEL SPECIFICATIONS

Tensile Strength - 180,000 psi  
Tensile Yield - 145,000  
Brinell - 450

## ESTIMATED BODY WEIGHT

16,700 Lbs  
(Options May Affect Total Body Weight)  
Lighter Bodies Available With Material  
Modifications



Rolloff Truck



## AMRO-H-24

### STANDARD BODY SPECIFICATIONS

**Holst Type**

60,000lb Cable Reeving  
120,000lb Cylinder Capacity  
30,000lb Line Pull

**Box Capacity**

Up To 24ft

**Rail Dimensions**

12 x 4 x 3/8 x 23' 6" Rectangular Tubing  
ASTM A500 steel-Grade B (50,000 yield min)

**Rail Type**

Outside Rail 34" (Standard)

**Holst Cylinders**

5 1/2" Bore, 62 5/8 Stroke, 3" Rod

**Reeving Cylinders**

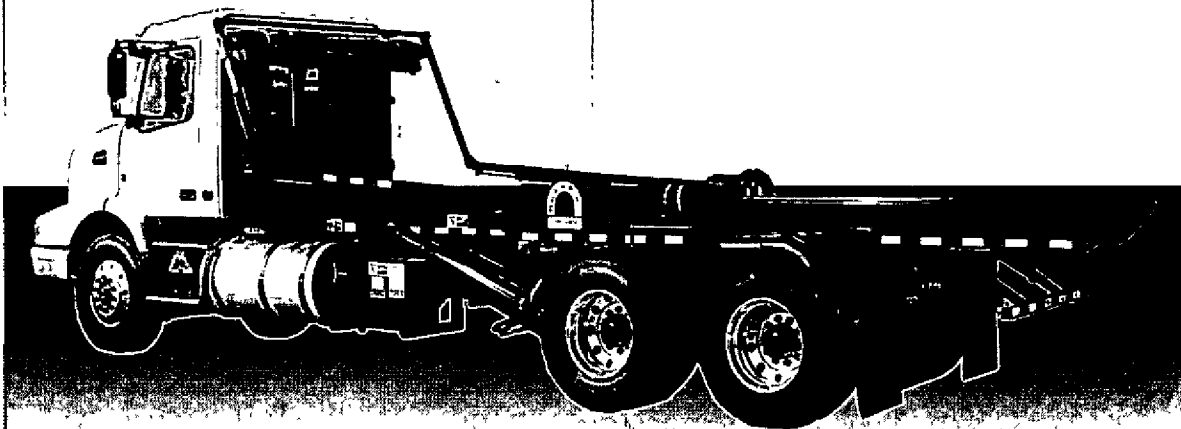
6" Bore, 97 1/2" Stroke, 3" Rod

**Pulleys**

9" Diameter With Bronze Bushings On 2 1/4" Shafts

**Cable**

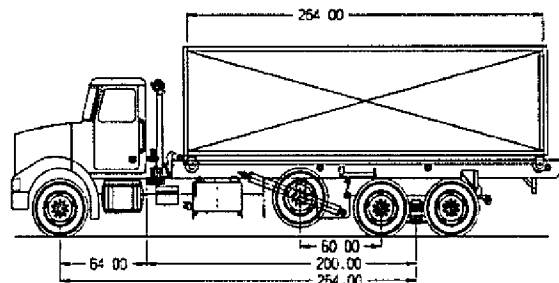
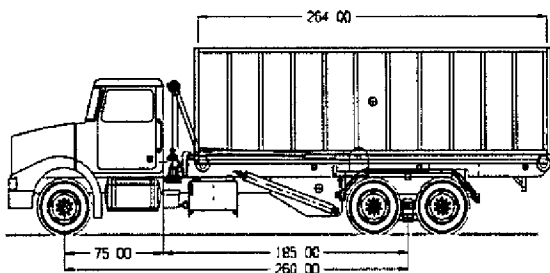
7/8" x 75', 6 x 25 IWRC, EIPS. Rated At 80,000lbs



AMREP INC. 1555 S. CUCAMONGA AVE, ONTARIO, CA (909) 923-0430 [www.amrepinc.com](http://www.amrepinc.com)



# AMRO-H-24



## CHASSIS RECOMMENDATIONS

185" Clear Frame (Without Tarping System)  
190" Clear Frame (With Tarping System)  
GAWWR - Front Axle 18,000lbs Minimum  
Frame - Heavy Duty  
Radiator - If Front Pump is Desired Radiator Must  
Be Modified By Chassis Manufacturer  
Muffler - Vertical Exhaust With Guard And Rain  
Cap Or Horizontal

## ROLL OFF SPECIFICATIONS

### HOIST TYPE

60,000lb Reeving  
60,000lb Winch\*  
(\*optional)

### RATED CAPACITY

120,000lb Cylinder Capacity, 30,000lb Line Pull

### CONTAINER CAPACITY

Up To 24'

### RAIL DIMENSIONS

12 X 4 X 3/8" X 23' 6" Rect. Tubing\*  
10 X 4 X 3/8" X 23' 6" Rect. Tubing\*  
8 X 4 X 1/2" X 23' 6" Rect. Tubing\*  
\*ASTM A500 steel-Grade B (50,000 yield min)

### RAIL TYPES

Outside Rail (Standard 34")  
Inside\*  
Inside/Outside\*  
"Universal" Top Channel\*  
(\*optional)

### CABLE PULLEY

8" Diameter Grooved for 3/4 or 1" Cable  
Bronze Bushing

### ROLLERS (OUTSIDE RAIL)

(3) 4 1/2 X 2 1/2 X 4 With Zerk Fitting

### CABLE

7/8" x 75', 6 x 25 IWRC, EIPS

### SUB-FRAME / FISH PLATE

1/4" X 24 X 60

### HOIST CYLINDER MOUNTS

Lower Shaft 3 1/2"  
Upper Shaft 2 1/2"

### HOIST ANGLE

42 - 46 Degrees (Variable)

### HINGE PIN

2" X 48" Cold Roll Solid Bar

## CONTROLS

Exterior - Manual Levers On Control Valve  
Interior - Pneumatic or Cable\*  
(\*optional)

## HOIST CYLINDERS

(2) Single Stage, Double Acting  
Length - 77 1/2"  
Bore - 5 1/2"  
Stroke - 62 5/8"  
Rod - 3" Chrome

## REEVING CYLINDERS

Single Stage, Double Acting  
Length 97 1/2"  
Bore - 6"  
Stroke - 83 5/8"  
Rod - 3"

## CONTROL VALVE

Commercial VA35

## HYDRAULIC TANK

40gal Capacity With Sight & Temp Gauge

## POWER SOURCE

Transmission Mounted - Air Shift  
Transmission Mounted - Hot Shift  
Front Direct Drive  
Gear or Vane Pump

## FENDERS

Minimizer - Full Tandem\*  
Stainless Steel Polished - Full Tandem\*  
Polished Aluminum Smooth - Full Tandem\*  
Stainless Steel Polished - 1/4"  
More Available Upon Request  
(\*optional)

## HITCH

Pull Trailer - Premier Model 470 Air 90,000lb\*  
Pup Trailer - Premier Model 470 Air 90,000lb\*  
Frame or Rail Mounted With Hydraulics  
Requires Factory Installed Trailer Protection Valve  
(\*optional)

## TARPING SYSTEM

Full Auto Tarper\*  
Spring Arm System\*  
Full Tarp System\*  
Multiple Manufacturers Available  
(\*optional)

## CAB PROTECTION

Steel Mesh Screen Behind Cab\*  
(\*optional)

## ELECTRICAL

Standard Incandescent Lighting  
LED Lighting Package\*  
Work Lights Back Of Cab\*  
Work Lights On Rear Light Bar\*  
Body Electrical - Harnessed  
(\*optional)

## TOOL BOX

Steel Lockable 36""  
Aluminum Lockable 36""  
(\*optional)

## ICC BAR

Fixed - Standard  
Manual Moveable With Lock Pin\*  
Hydraulic Automatic\*  
(\*optional)

## MISCELLANEOUS OPTIONS

"Stinger" Extendable Rails  
Angle Iron Between Rollers  
Additional Rollers  
"Wet Line"  
Tie Down Winches

## ESTIMATED BODY WEIGHT

6,900lbs (Not Including Options)

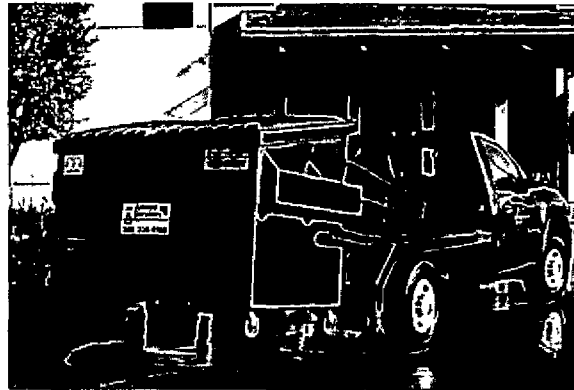
## SYSTEM OPERATING PRESSURE

1800psi

## Scout Trucks, Bin Delivery Vehicles

Our scout trucks and the trucks used to deliver bins are custom built from a basic Chevrolet chassis

We have a company that installs the body and then we send it out for paint. Pictured to the right is the vehicle and the specifications are below.



**Prepared For:**  
MARTY  
ATHEN SERVICES  
14048 VALLEY BLVD  
INDUSTRY, CA 91716

**Prepared By:**  
administrator  
Ron Drake  
1001 E Whittier Blvd  
La Habra, CA 90631

### 2010 Retail Chevrolet Colorado 2WD Reg Chassis Cab Work Truck CS1560

#### **SELECTED MODEL & OPTIONS**

##### **SELECTED MODEL - 2010 Retail CS15603 2WD Reg Chassis Cab Work Truck**

<u>Code</u>	<u>Description</u>	<u>Invoice</u>	<u>MSRP</u>
CS15603	2010 Chevrolet Colorado 2WD Reg Chassis Cab Work Truck		

##### **SELECTED OPTIONS - 2010 Retail CS15603 2WD Reg Chassis Cab Work Truck**

<u>CATEGORY</u>	<u>Code</u>	<u>Description</u>	<u>Invoice</u>	<u>MSRP</u>
BODY CODE	ZW9	BODY, CHASSIS CAB EQUIPMENT PACKAGE, PICKUP BOX DELETE (STD) (Not included or available with (ESY) Astro Body Prep Package or (ESY) Mid Box Prep Package)	\$0 00	\$0 00
EMISSIONS	YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS	\$0 00	\$0 00
ENGINE	LLR	ENGINE, 3.7L DOHC 5-CYLINDER SFI (242 hp [180.4 kW] @ 5600 rpm) 242 lb-ft [326.7 N-m] @ 4600 rpm (STD)	\$0 00	\$0.00
TRANSMISSION	M30	TRANSMISSION, 4-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED WITH OVERDRIVE (STD) (Refer to the Engine and Axle section for compatibility requirements. Must specify)	\$0 00	\$0 00
TIRES	QNF	TIRES, P235/75R16 ALL-SEASON, BLACKWALL (STD)	\$0 00	\$0.00
SPARE TIRE	ZNF	TIRE SPARE P235/75R16 ALL-SEASON, BLACKWALL (STD)	\$0 00	\$0.00
PAINT SCHEME	ZY1	SOLID PAINT	\$0 00	\$0 00
PAINT	50U	SUMMIT WHITE	\$0 00	\$0 00
SEAT TYPE	AM6	SEATS, FRONT 60/40 SPLIT-BENCH includes armrest with integral storage and dual cup holders (STD)	\$0 00	\$0.00
SEAT TRIM	19J	EBONY, DELUXE CLOTH includes manual recliners with integral outboard head restraints	\$0.00	\$0.00
RADIO	UMR	AUDIO SYSTEM, AM/FM STEREO with seek-and-scan and digital clock (STD) (Upgradable to (USB) AM/FM Stereo with CD/MP3 player) delete	\$0 00	\$0 00
REQUIRED OPTION	R7L	(ZQ6) POWER CONVENIENCE PACKAGE, DELETE (Must specify (R7L) (ZQ6) Power Convenience Package delete or (ZQ6) Power Convenience Package)	\$0.00	\$0.00

#### **EXTERIOR**

- Wheels, 4-16" x 6" (40.6 cm x 15.2 cm) steel
- Tires, P235/75R16 all-season, blackwall
- Tire, spare P235/75R16 all-season, blackwall
- Bumper, front chrome
- Fascia, front Dark Smoke Gray
- Air dam, Ebony
- Grille, color-keyed surround with chrome bar
- Mirrors, outside manual, manual-folding
- Wipers, front intermittent with washers

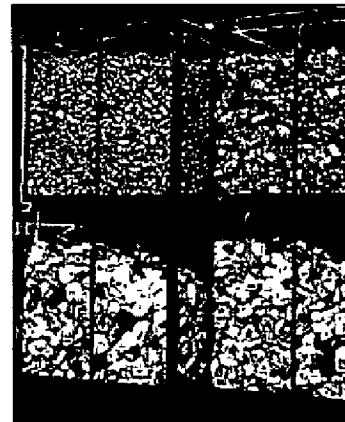


## SECTION FOUR – WASTE RECYCLING AND DIVERSION PLAN

4.1 Athens will be utilizing the Athens MRF to process 100% of all solid waste collected from bins to help the City of Monrovia achieve a minimum 50% diversion rate. This is not a “pilot” or “test” program as we have consistently met 50% diversion in Monrovia’s commercial waste collection program in the past. Additionally, we will be offering source-separated and commingled collection programs for recyclables, green waste, and food waste.

We will collect the bin refuse using CNG front loader vehicles and transport this material to the Athens MRF, which will be able to recover and remove over 30 commodities of the processed material and divert it from the landfill. This diverted recyclable material will be separated, baled and shipped to foreign and domestic recycling markets.

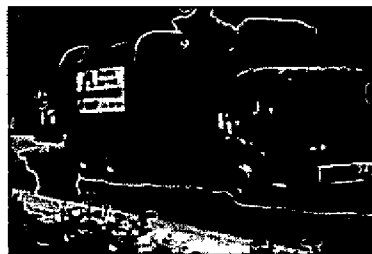
Athens has multiple exclusive contracts with other cities in Southern California. Most of these exclusive contracts utilize the Athens MRF for processing of all waste streams, including residential, commercial, multi-family, and roll-off.



Athens MRF is not only the most state-of-the-art facility in Southern California, it is the closest Material Recovery Facility to the City of Monrovia. A brief storyboard of the process follows;



The Athens Material Recovery facility is a computer controlled, state-of-the-art plant designed specifically for the processing of municipal solid waste.



Trash collected by Athens Services trucks from many cities in Los Angeles County is dumped onto the tipping floor.



The materials are moved with heavy equipment onto the walking floors toward the processing equipment.



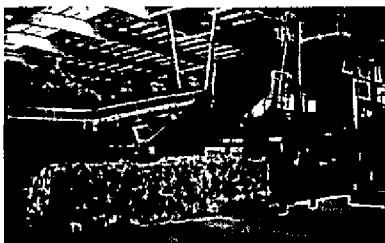
Utilizing a combination of machinery and human resources, recyclables are removed from the waste stream



Besides providing a valued and needed service to the community, Athens Services is also one of the largest employers in the



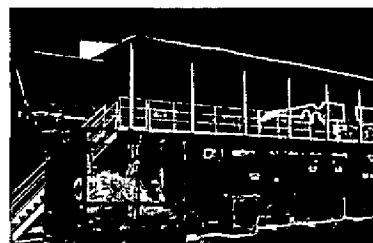
San Gabriel Valley  
Once sorted, recyclable materials are moved via conveyor to the baler



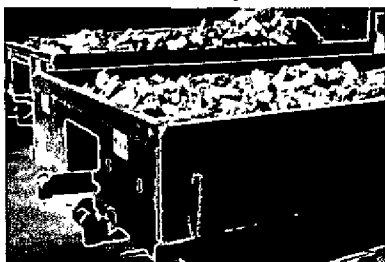
There are more than 3 dozen commodities that the Athens facility removes from the waste stream. Most recently, Athens added the ability to recycle soiled carpeting.



Once baled, materials are shipped to foreign and domestic markets. Because of our efficient, proprietary technology



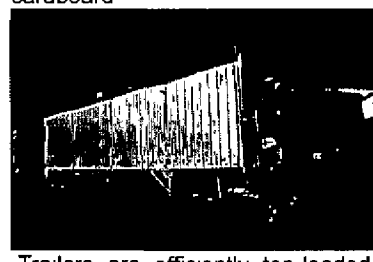
There is a separate building for processing of construction debris, as well as other large loads of bulky recyclable materials, such as cardboard.



This part of the facility allows us to more economically retrieve recyclables, especially construction materials, from the waste stream.



In addition to recycling, the facility is also a transfer station. Trash is packed into our fleet of trailers for transfer of residual materials.



Trailers are efficiently top-loaded in the MRF transfer tunnel, after which the loads are transported to area landfills for disposal.

All collections will be carried out in a safe, professional, reliable, prompt, efficient, and courteous manner. Litter and leaks from equipment and employee negligence will not be tolerated and will be attended to promptly. Both public and private roadways and driveways and private property in general will be treated with absolute respect. Collection equipment will be expertly maintained such that it performs optimally and looks clean at all times. Athens employees will maintain a professional appearance and will behave professionally at all times.

Athens understands that it may be necessary to initiate scout service in order to make safe collections from commercial customers. Scout service will be provided to customers who request service.

Athens is currently using and proposing new, alternative fueled vehicles powered by compressed natural gas (CNG) to operate in the City of Monrovia. Athens is very experienced with all of the equipment proposed and has extensive additional equipment and carts to ensure successful operations.

## Recycling Materials Collection

Every effort will be made to educate the customer about recycling options. For most customers, the focus will be on single-stream or commingled recycling. Single stream recycling is an obvious choice for customers who have very little recyclables in their waste stream with the exception of one item—such as corrugated cardboard or office paper. Commingled recycling works well for most commercial businesses. Frequently, manufacturers produce scrap as a result of their manufacturing process. In order to promote recycling it is often desirable or necessary to work to find an end market to fit their special need. An example of this may be a tile shop. Tile scrap can usually be marketed as road base—similar to concrete, but may require making special connections to establish the program for the customer. Athens is willing, and often does whatever it takes to help their customers establish recycling programs. In order to prevent the contamination of recyclables Athens will provide “restricted access” lids for recycling collection containers, as needed.

Please see below for a small sample list of the materials which we can collect utilizing source-separation

### ***Paper and Cardboard***

All paper and cardboard, except waxed paper, waxed cardboard, blueprints, carbon copies, ditto masters, photographic papers, and other papers that have coatings or chemicals on them. No paper or cardboard that have heavy food contamination, such as pizza boxes. These items should be put in your trash container.

### ***Plastics***

All food and beverage containers which have the Recycle Symbols of #1 through #9 on them, except most toys, toothpaste tubes, plastic wrap, video tapes, plates, cups, glasses, or garden hoses.

### ***Glass***

All food and beverage containers, but no mirrors, window pane glass, cups, glasses, or food plates

### ***Metals***

All tin, aluminum or metal cans, aluminum foil, brass, copper, bronze, gold, silver, iron, and steel.

### ***Wood***

All wood including pallets and wood scraps

### ***Inert Materials***

We accept loads of rock, concrete, asphalt, bricks, and yard waste in separate containers from other recyclables.

4.2 Businesses subscribing to commercial bin service will be serviced with a 2010 standard front loader (FEL) collection vehicles and standard waste collection bins. If the customer chooses one of our other recycling services such as green waste or food waste an automated side loader may be used along with an automated cart that could contain food waste or green waste. Optionally, customers might be offered compostable green bags for food waste and green waste that could be commingled with their trash bin waste that would be removed at our MRF and processed later. All materials in the City of Monrovia will be collected utilizing frontend loaders, side loaders and/or roll-off service trucks along with the appropriate bin or cart.

4.3 Our sorting and processing for mixed waste and source-separated recycling will occur at the Athens Services Material Recovery facility located at 14048 Valley Boulevard in the City of Industry, CA 91746. This facility is owned and operated by Athens Services. Our MRF has a daily capacity of 5000 tons and our average daily recovery rate will exceed 35% for mixed solid waste and will be 100% for source separated recycled commodities



Athens may also process food and green waste (compost) at American Organics located at 20055 Shay Road, Victorville, CA 92394. This facility is owned and operated by Athens Services. This composting facility has a daily capacity of 700 tons and our average daily recovery is 85%.

Athens Services may include waste to energy processing at Commerce Refuse-To-Energy. This facility is located at 5926 Sheila Street, Commerce, CA 90040. The facility is owned and operated by Los Angeles County as a part of the Sanitation District. This facility has a 600 ton per day capacity and an average daily recovery of 100%.

4.4 Athens Services offers and provides the aforementioned services in all of its contract cities. We have implemented food waste programs in Redondo Beach, West Hollywood, West Covina, and in and around the City of Los Angeles including many University and Stadium facilities. Our mixed waste processing, food waste programs, (restaurant, commercial, curb site, and pilot) are very successful and have increased diversion rates in our contract cities. Athens Services had many years of experience processing waste from over thirty local cities guaranteeing diversion levels that meet or exceed state mandates. Regarding our green and food waste programs, we offer curbside composting in Redondo Beach where the residents combine their organics in with the green waste. This waste is transferred at our Material recovery Facility and processed at American Organics where it is transformed to compost and soil amendments. This product is then returned to our contract cities for residential and commercial use. The same holds true for our commercial food

waste program in the City of Los Angeles, West Hollywood, and West Covina (pilot). This food and organic mixture is also taken to American Organics and processed. Athens Services has extensive experience in all facets of diversion, recycling, organics, and waste to energy.

4.5 In addition to mixed waste processing, and single stream recycling, Athens Services will utilize Organics Processing, Refuse-To-Energy, and 3<sup>rd</sup> Party Diversion to increase diversion rates above 50% and up to 75%. Customers will be visited by an Athens representative, a waste characterization will be performed, and then Athens will provide recommendations to improve diversion as a service, as well as tracking existing 3<sup>rd</sup> party diversion. This recommendation will include all educational remedies both practical and theoretical to make the programs successful.

Our proven program includes:

- ✓ Increased processing through the Material Recovery Facility by running the plant slower or processing material additional times.
- ✓ Transporting additional tonnage to the Waste-to-Energy facility. Athens maximizes our daily allocation by having the ability to arrive early in the morning with our transfer trailers.
- ✓ Utilizing the same consultant from HDR for over 10 years to do thorough audits and complete annual reports that meet the requirements of Cal Recycle.
- ✓ Increasing the amount of materials transported to our compost facility. We own the only Southern California compost facility.
- ✓ Athens will use support materials such as our website, mailers, classes taught and instructed by Athens Professionals, and creative and entertaining programs designed to increase the aptitude of our customers regarding landfill avoidance.

These changes will have an impact on our service rates which will increase by only 10% over the maximum rates provided in our proposal, a true value when you consider that diversion would be increased by 50%. (From 50% to 75%.)





## SECTION FIVE – CUSTOMER EDUCATION PLAN

Athens Services is committed to continuing to provide to the businesses in Monrovia the most creative and comprehensive variety of waste collection, recycling collection, food waste collection, construction and demolition debris collection as well as parking lot sweeping services as we have done for these past years. We vow to always be on the cutting edge of our industry when it comes to new technologies and services offered and will guarantee to the City that no other service provider will ever offer a service that Athens cannot offer.

To that end, we will provide comprehensive, easy to understand public outreach and educational materials to all commercial business in Monrovia so that they may benefit from our industry-leading services. We also know that working closely with the City to reach all customers is crucial to the success and sustainability of our recycling programs

### 5.1 Marketing Plan

**Direct Mail:** Two mail pieces will be developed and mailed to all businesses

- Current customers will receive a mailer detailing the recycling services now available. The benefits of recycling and waste reduction will be featured as well as details of Athens Services current diversion for Monrovia
- Potential customers will receive a mailer offering our waste and new recycling services with special focus on waste reduction and source separated recycling.

**Direct Contact:** Athens representatives will visit each business in Monrovia to offer and promote waste and recycling services. A waste audit will be performed in an effort to assist each business to identify all recycling and waste reduction opportunities. We will also track 3<sup>rd</sup> party diversion.

**Advertising:** Information regarding Athens Services and recycling program details, will be advertised in local publications.

**Billing Messages:** Athens invoice billing message area will be utilized to promote and encourage participation in the new source separated recycling program.

**Website:** “My City” webpage which will detail the services we provide to the City of Monrovia, including information regarding the different services and programs that are available.

**Billing Inserts.** A special billing insert will be sent to current customer locations highlighting source separated recycling, waste reductions and details on recyclable items.

**Business Community Meetings:** Community meetings would be scheduled with interested business groups and organizations to promote recycling, waste reduction and the benefits of reducing their waste stream.

## 5.2 Public Education

**Newsletters:** We will produce monthly newsletters for the business community. These publications will feature a wide variety of recycling tips, waste reduction information, proper disposal guidelines, hazardous waste information and other valuable information specifically addressing the benefits of reducing waste.

**Delivery Packet:** Upon delivery of the recycling equipment, the business will receive a detailed packet of information regarding the recycling program and what type of materials go into each container. The packet would be attached to the equipment and would again include all information needed to contact us or make any changes to their services.

**Recycling Guide:** Athens will collaborate with the City of Monrovia to design, print and distribute a comprehensive waste and recycling guide. This guide would cover service details including holiday schedule, service times, recycling program, waste reduction, water conservation, hazardous waste disposal among other topics.

**Meetings.** We will work with the Monrovia Chamber of Commerce and other business groups to schedule recycling workshops for all businesses in Monrovia.

We will also attend any requested City events with our informative public education booth.

**Direct Mail:** Athens will, on an ongoing basis, use direct mail pieces to further educate the business community regarding recycling and waste reduction.



**Direct Contact:** Athens representatives will visit each business in Monrovia to offer and promote waste and recycling services. A waste audit will be performed in an effort to assist each business to identify all recycling and waste reduction opportunities.

## 5.3 Program Participation

**Direct Contact:** Athens representatives will contact all commercial locations on an ongoing basis. They will meet with our current accounts to promote participation and will continue to market our recycling services to non customers.

**Reporting:** We will track the tonnage and percentage of recyclables collected. A monthly report will be sent to the city so that staff is aware of the results of the programs we offer. Management

will be updated on the status and the results of our programs on an ongoing basis and will implement new programs if our results fall below the required levels.

**Waste Audits:** Waste audits will be provided to commercial businesses in an effort to identify potential waste reduction strategy's and source separated recycling programs

**Incentives:** Athens has developed a customer incentive plan to encourage participation and increased diversion results. Customers will have the opportunity to reduce their waste bills by increasing their recycling using a single source method, therefore reducing the need for multiple bins or multiple pickups, or receive a smaller waste bin



Customers will receive green waste, food waste, and/or recycle containers at no extra cost.

Customers who participate could get the chance to win baseball tickets or other incentive prizes that will be offered quarterly to all participants by using eligibility raffles or drawings!

Customers will also be acknowledged in a public forum for their diligence and improvements.

**Service Notices:** Our “set out correction notices” will be used to communicate immediately with our customer if we are unable to provide the service due to contamination of the recyclables. This serves to notify the customer of why the service was not completed and includes our contact information for their convenience. This is followed up by a phone call from a customer service representative and site visit by operations, if necessary.

**Equipment:** We will supply each business with recycling containers to use inside their offices to encourage increased participation.

**Training:** Additional training will be provided to businesses on recycling and waste reduction. It is our goal to instruct all of our customers on the importance of landfill avoidance.

#### 5.4 Program Enhancements

Athens Services has never fallen below 50% diversion in Monrovia, however, we will implement some or all of the additional services listed below in the event diversion falls below 50%.

**Direct Contact:** Athens representatives will increase efforts to contact all commercial locations. They will meet with our current accounts to promote participation and will increase marketing our recycling services to non customers

**Food Waste:** A food waste collection program will be offered to all restaurants and food generation locations in Monrovia.

**MRF:** Additional waste from all Athens customers will be taken to our material recovery facility for processing to recover additional recyclables. If diversion still is not at 50% we will process a 2<sup>nd</sup> time to capture additional diversion.

**E-Waste:** Athens will collect e-waste free of charge as bulky items from our customers on an ongoing basis.

**Waste-to-Energy:** Athens would take additional tonnage to the Waste-to-Energy facility to increase diversion.

**Payback Programs:** Large generators of recyclable materials will be offered from our payback program to increase diversion for the City of Monrovia. Businesses would receive 100% of the value of the recyclable materials collected and directly hauled to a local certified recycling facility.



## SECTION SIX – CUSTOMER SERVICE PLAN

6.1 Our call center for Monrovia is located at 5355 Vincent Ave., Irwindale. The telephone numbers customers can use are (626) 336-6100 or (888) 336-6100. Additionally they can reach us on the Internet at [www.AthensServices.com](http://www.AthensServices.com)

6.2 Athens is committed to providing customer service of the highest quality, since we recognize that what we offer to the city and residents is a service. Therefore, the Company strives to be responsive, competent, reliable, and professional in every aspect of its business. The bottom line at Athens is that it is every employee's job and responsibility to provide excellent customer service. Athens customer service representatives (CSR) are an integral part of maintaining positive rapport with our customers, and are responsible to assist them with all types of inquiries. The larger emphasis, however, is ensuring that operations are conducted reliably to the service standards that have made Athens successful for over 50 years.

When you contact Athens, a responsible and qualified representative is available for personal communication with the public. We do not use an automated attendant or automated answering trees. We may be reached by dialing our toll free telephone number (888 336-6100) which rings at our local office and is answered directly by CSRs during normal business hours. Athens offers personal customer service between the hours of 7:00 am – 5:00 pm, Monday through Friday, and from 7:00 am to noon on Saturdays, exclusive of holidays. Our CSRs are fluent in English and Spanish, and have the ability to conference in a 175-language translation service if needed.

We maintain a toll-free number and telephone directory listings in both the English and Spanish White and Yellow pages. Athens takes its commitment to its stakeholder cities seriously. Accordingly, city leadership and staff will be able to contact key Athens personnel night or day 365 days a year.

### Phone and Customer Relationship Management (CRM) Systems

We have an existing highly sophisticated "Nuasis System" VoIP phone system (Voice over Internet Protocol) that is capable of routing multi-media (voice, web, voice-mail and e-mail) based on call time, type of phone call and most importantly, hold time. Telephone calls, e-mail and voice mail transactions are automatically assigned an ID number by our Nuasis phone system upon receipt for tracking and record keeping purposes. Our phone system tracks every ID number from beginning to end and can be referenced to, in the future, if necessary. In addition, we are able to handle the volume of calls typically experienced on the busiest days as the system is flexible and can be expanded to meet new business needs as required. The phone

system has the ability to do immediate telephone number recognition by giving us the account information upon answering the call, which in turn shortens the length of time of the phone call

All incoming / outgoing calls, emails and voice mails are automatically documented by our data system upon accessing or setting up account information into our existing AS400 database. The AS400 system that is used company-wide gives the customer the documentation assurance of transaction types, history, dates and times if ever required in the future. All account activities are automatically tracked by the AS400, and can be accessed by operations, dispatch, billing, routing and the customer service department staff in real time. All customer orders, payments, account history, complaints and routing changes are updated and maintained in the AS400 data system for future review if necessary

All customer service inquiries are logged into our AS400 database upon receipt via telephone, e-mail, and fax or voice mail. The tracking number is given to the customer for future reference.

### Call Center Staffing

Our customer service team consists of specially trained CSRs who function under customer service supervisors and our Customer Service Manager, Evelyn Cornejo. There are 22 CSRs that are available to respond to incoming calls and e-mails.



All CSRs have a common goal to educate all customers with options and choices in order to provide and fulfill their needs according to the City of Monrovia contract. The CSR's primary responsibility is to handle telephone calls, faxes, walk-ins, emails and voice mail transactions that come into our call center immediately upon receipt

Our friendly staff members are required to identify themselves by name on every call and e-mail correspondence to customers and are required to verify account information for customer protection. The CSR's job commitment is to provide excellent customer service and meet customer needs by means of providing service, placing orders, making changes to accounts at customers' requests, educating customers on city regulations, answering questions regarding recycling, following up on complaints reported to ensure prompt customer satisfaction and resolution of all complaints and making changes to equipment orders as requested.

The following are some examples of the frequent daily CSR functions:

- Enter, track and assign bulky item pickups, and provide customers with a confirmation number as assigned by our AS400 system.
- Enter and assign a work order number for additional temporary services (roll-off, bin or extra trash pickup).
- Answer all billing questions for account holders.
- Provide customers with a list of qualifications which must be met to obtain discounted services
- Start or cancel accounts.
- Enter and assign an inquiry number to all complaints.
- Enter and dispatch the replacement of additional, damaged or stolen barrels

- Enter and dispatch bin exchanges.
- Enter and assign Holiday Tree Collection at no charge.
- Enter, track and assign excess waste, e-waste, and covered electronic devices (CED).
- Enter and dispatch order for the delivery or removal of equipment.
- Enter and assign accounts that qualify for roll out service per contract without surcharge (head of household that is physician-certified as disabled or 62 years and over, and living with no other able-bodied resident).
- Enter and assign roll out service with surcharge for non qualifying residential and multifamily customers.
- Enter and assign senior discount for qualifying elderly residential customers (head of household, 62 years and over, who qualifies for 'life-line' services).

All staff is scheduled to work a forty-hour week including a rotating Saturday schedule. The schedule is put together on a needs basis dependent on city events, seasonal trends and call volume and to allow staff members sufficient time to resolve complaints or requests in a timely manner. We offer 24-hour complaint resolution unless further research is needed in order to properly satisfy a customer's need, in which case we provide the customer a status report regarding the issue. CSRs are available 7:00 am – 5:00 pm, Monday through Friday, and from 7:00 am to noon on Saturdays, exclusive of holidays

We have three senior supervisors who provide daily guidance to the CSRs with on-going customer service etiquette training, computer tools training, reviewing and monitoring of calls, and rules and regulations training. We allocate one supervisor to monitor phone calls daily to ensure company policies are followed and to maintain superb customer satisfaction and quality customer service. Supervisors have the ability to train, coach and take over a phone call if needed by using our Nuasis phone system.



All supervisors have prior CSR experience and have been partnering with Athens for a minimum of 5 years. Supervisory training is composed of customer service phone experience and cross training of departments in order to meet qualifications. Our goal is to place supervisors in positions where their understanding of company operations is required in order for them to succeed

Our CSRs go through extensive required training, which includes system training, etiquette training and partner system live training all prior to taking a live call. The normal training program for a new, entry-level CSR position takes between 4-6 weeks.

Our customer service staff is also able to answer commercial, residential or special equipment rental billing questions. We will gladly walk customers through setting up their on-line bill payment account or help them set up their account for automatic payments by simply using their credit card (Visa or Master Card) at no additional charge. Customers may also choose to make account payments by utilizing their financial bank. For their convenience, they may call the customer service department and make a credit card payment by using a Visa or Master Card at anytime. Payments are entered into our live database which updates customer accounts

immediately to ensure there is no service interruption. Customers are issued an authorization number after each transaction.

## Website

Our website, [www.athensservices.com](http://www.athensservices.com), offers customers with internet access the flexibility to email us with daily requests. The following are some of the information / services customers may request by using our website:

- Inquiries about offered services and equipment dimensions.
- Placement of temporary services.
- Questions about estimated time of arrivals on prescheduled temporary services (bin, roll-off or extra services).
- City clean-up dates.
- Ordering extra trash pick-ups
- Additional equipment quotes or requests
- Service or billing changes to accounts.
- New starts and/or cancellations of services.
- Replacement of equipment due to being damaged, lost, or stolen.
- Bulky request by using our friendly and easy-to-use order forms.

The Athens website is managed and updated by in-house technical support team members.

All requests are handled during normal business hours and confirmed within 1 hour of receipt by our staff. Customers may also contact the Customer Service Department by faxing their requests. All requests will receive an e-mail or telephonic confirmation.

A few screen prints of the website are on the pages that follow.



[Welcome to Athens Services - Mozilla Firefox](#)
[http://www.athensservices.com/](#)
[Google](#)

[Most Visited](#)
[Getting Started](#)
[Latest Headlines](#)

**Athens Services** (888) 336-6100

HOME	ABOUT US	ABOUT OUR CITY	MY MY REL	BLACK/WHITE DUMP FORM	RED/LOSER ORDER FORM	TAKE THE SURVEY
MATERIAL RECOVERY FACILITY	HAZARDOUS WASTE	SHARPS DISPOSAL	CARD WASTE	ELECTRONIC WASTE	TELECOM WASTE	
RESIDENTIAL SERVICES	COMMERCIAL SERVICES	SWEEPING SERVICES	C&B SERVICES	SPECIAL WASTE		
CONTACT US	CAREERS	SAMPLE INVOICE	INQUIRY	COMMUNITY SUPPORT		

[click here to order a Roll-Off](#)

RESIDENTIAL

COMMERCIAL

## Welcome to Athens Services!

[Please Click here to view the five-minute Athens Services Video!](#)

At Athens Services we value each and every customer. Whether you are a new client or have been with us since the beginning over a half century ago, our approach to solid waste management services is driven by the desire to establish a long term, mutually beneficial relationship.

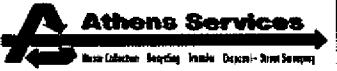
We strive to maintain an attitude of total customer satisfaction. In order to achieve this goal, the entire organization has been structured into customer-driven business entities where quality of service is an obsession.

Please feel free to contact us any time via E-mail or on the telephone if you have questions about your service!

[click here to continue](#)


CASH/NOTE © 2004 ZENITH PARTNERS SERVICES. ALL RIGHTS RESERVED. ATHENS IS AN EQUAL OPPORTUNITY EMPLOYER.

The screenshot shows a web browser window with the address bar displaying "http://www.athensservices.com/bulky\_item.html". The page header includes the "Athens Services" logo and the phone number "(888) 336-6100". Below the header is a navigation menu with links: HOME, ABOUT US, ABOUT OUR CITY, PAY MY BILL, BULKY ITEM ORDER FORM, PICK UP ORDER FORM, TAKE THE SURVEY, MATERIALS RECOVERY FACILITY, HAZARDOUS WASTE, SHARPS DISPOSAL, PAINT WASTE, ELECTRONIC WASTE, FOODWASTE, HAZARDOUS LIQUIDS, COMMERCIAL REFRIGERATORS, SMALL HOUSEHOLD APPLIANCES, SPECIAL WASTE, CONTACT US, GRAFTING, SAMPLE SERVICE, PRIVACY, and COMMUNITY SUPPORT. The main content area features a "Bulky Item Order Form" with a "New Customer" link. The form includes fields for "Name", "City", "State", "Zip", "Address", "Major Credit Card", "City", "State", and "Zip or Phone". A "Submit" button is at the bottom. The footer contains copyright information: "Copyright © 2004, 2005 | Athens Services | All Rights Reserved | Athens is an equal opportunity employer".


**Athens Services**  
Waste Collection Recycling Transfer Disposal Street Sweeping

**(888) 336-6100**

<a href="#">HOME</a>	<a href="#">ABOUT US</a>	<a href="#">ABOUT MY CITY</a>	<a href="#">PAY MY BILL</a>	<a href="#">BULKY ITEM ORDER FORM</a>	<a href="#">ROLL-OFF ORDER FORM</a>	<a href="#">TAKE THE SURVEY</a>
<a href="#">MATERIAL RECOVERY FACILITY</a>	<a href="#">HAZARDOUS WASTE</a>	<a href="#">SHARPS DISPOSAL</a>	<a href="#">YARD WASTE</a>	<a href="#">ELECTRONIC WASTE</a>	<a href="#">FOODWASTE</a>	
<a href="#">RESIDENTIAL SERVICES</a>	<a href="#">COMMERCIAL SERVICES</a>	<a href="#">SWEEPING SERVICES</a>	<a href="#">C &amp; D SERVICES</a>	<a href="#">SPECIAL WASTE</a>		
<a href="#">CONTACT US</a>	<a href="#">CAREERS</a>	<a href="#">SAMPLE INVOICE</a>	<a href="#">PRIVACY</a>	<a href="#">COMMUNITY SUPPORT</a>		



## On Line Customer Feed Back Survey

Athens Services would like to hear from you!

We thank you for taking time to fill out this 3 minute confidential survey, (you can give us your contact information if you want to), which is an important part of our ongoing efforts to improve trash collection and recycling programs and customer service relations!

[>> Click here to begin](#)

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## Reporting

Every customer has their account set up in the AS400. Every call, email and fax that we receive is recorded in the customer's profile. If the customer's question requires follow up, an inquiry is generated, and the nature of the question is defined by a specific service code (cart exchange is #).

The AS400 and Nuasis system allow summary reports to be created on demand. We are able to run reports based on type of service, dates, transaction types, addresses, account numbers, complaint type, and phone numbers as required for various reporting needs. All reports are in Excel or PDF file format that will be distributed via e-mail to city staff personnel. Furthermore, Athens will work with the City to provide specifically requested reports such as daily email of all roll-off drops.

Samples of these reports are included below.

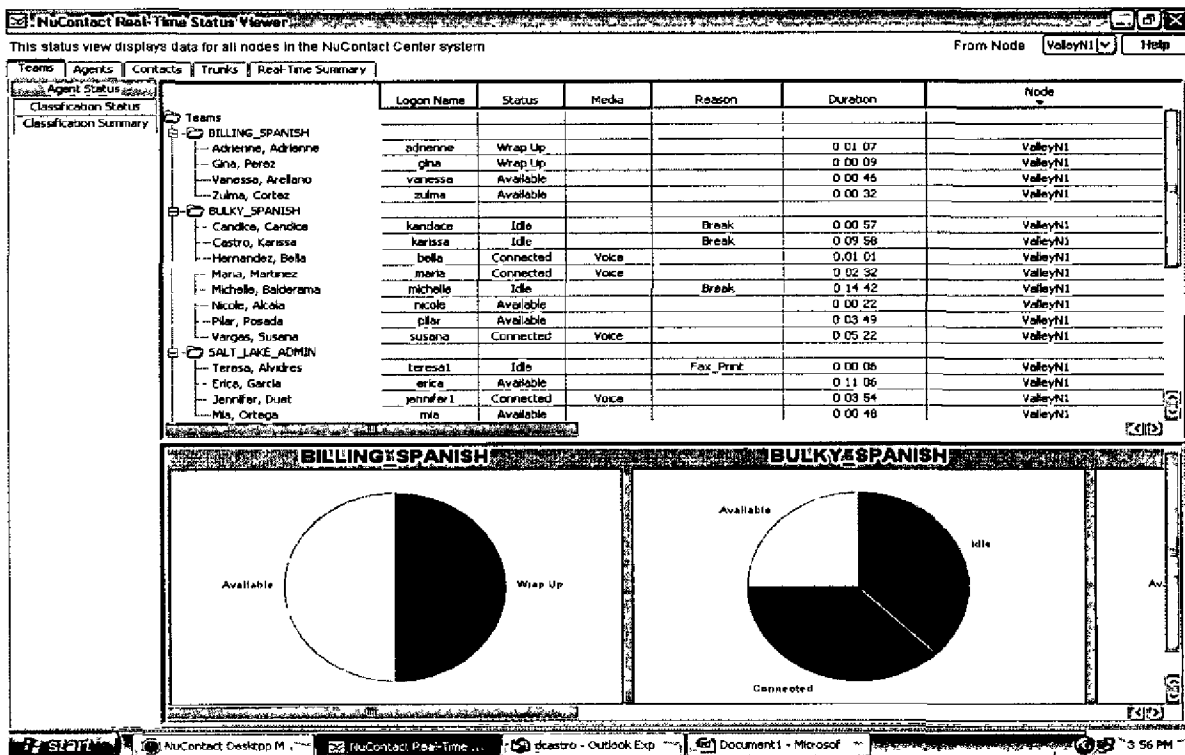
The first report is our direct contact report which is a management review of weekly call activity divided into types of calls. We also track the calls that are answered directly by a CSR prior to entering a message queue or hold. In the week shown, 95% of all calls were answered by a live CSR. The other 5% were on a brief informative message, while waiting for the next available CSR.

### **Universal Data2 Detail - Direct Contact**

**May 19 - May 23**

<b>Data2</b>	<b>Handled</b>	
General-Direct	6,063	<b>95%</b>
General-Queued	319	

The second report is a screen print for the real time activity for our Nuasis CRM system. This screen is monitored by the Customer Service Manager to best manage departmental activities on a "real-time" basis



The third report is a screen print from the AS 400 database that shows the detailed activity on an account.

**Session C [24 x 80]**

File Edit View Communication Actions Window Help

```

0379          ** ATHENS DISPOSAL COMPANY ** Version 1
1312101      Account Reserve Comments Entry
Acct No: 0336759 000      Serv Line: 0
  
```

Seq	Comment	SetUp:	Name	Date	Time
001	*****		MARIA	12/06/07	11:55:58
002	FAXED CREDIT APP PER RANDY'S		MARIA	12/06/07	11:55:58
003	EMAIL		MARIA	12/06/07	11:55:58
004	GILBERT (ON SITE SUP) RQ		CLAUDIA	12/07/07	9:04:06
005	DMP ON COMP & R/O		CLAUDIA	12/07/07	9:04:06
006	488094-1 & 486110-1 BLLD		CLAUDIA	12/07/07	9:04:06
007	ALSO DEL OF 40YD 488412 BLLD		CLAUDIA	12/07/07	9:04:06

```

          Account Normal Comments Entry
  
```

Seq	Comment	SetUp:	Name	Date	Time
322	L 7/18/08 TO GIVE CUST TIME TO		ELZA1	7/16/08	11:49:43
323	CALL IN		ELZA1	7/16/08	11:49:43
324	RAUL CLD NEEDS TEMP R/O REMOVE		KARLA	7/16/08	12:33:12
325	D TOMMORROW REF WOH#529454 999		KARLA	7/16/08	12:33:12
326	SAUL REQ D/R REF WOH#488094-49		ARACELI	7/18/08	8:23:09
327	BILLED TO ACCT		ARACELI	7/18/08	8:23:09
328				0/00/00	+

ENTER=Process    F02=Scrnl    F3=Exit    Roll=More    F6=Maint    F7=Toggle

MA    c    MW    15/010

1902 - Session successfully started

Microsoft Office Word 2003    PCSWS.EXE    Z: java    dcaastro - Outlook Exp    2008 CSR of th    Microsoft Office Word 2003    1:39 PM

Note the time stamped transactions for any request.

There are several layers to this system; the above are the notes, which require updating for any customer contact. The other pages are private. They contain contact information, account and credit information. Other pages detail the customer's equipment type, quantity, and service frequency. Nuasis ties these records into our service systems. Rarely will a customer ask to be transferred up to a manager, but when it happens, the manager has the customer's entire history readily accessible and can respond immediately.

### Customer Service Goals

Customer service is the main point of contact for our customers and our common goal is to solve all inquiries during one pleasant transaction. Our mission as a team is to effectively and efficiently service accounts in a prompt, productive and professional manner. We strive to educate customers by providing them with city information and all service options available to them per contract. We continually monitor our quality of service by reviewing our:

- Direct contact reports with a goal of 100% direct contact
- Daily call volume and type of inbound calls planned according to calendar of events (holidays, end of the month, route changes, etc).
- Hold time by tracking daily, weekly, and monthly averages.
- Average call handling by tracking daily, weekly and monthly handling times according to the type of calls.
- Staffing scheduled for active calendar days coordinated with other departments to handle the volume of calls (end and beginning of the month for last minute payments).
- Complaints for accuracy.
- Multiple call reports
- Monitoring of calls for accuracy, quality and professionalism
- Specific complaint reports (e.g. Missed Pick Up Report).
- Supervisor reports for the reason for escalation to a Supervisor.

The following are examples of our monthly annual reports related to customer service that we provide to other Athens stakeholder cities.

The reports give detailed customer information such as name, address, inquiry type, date of inquiry, inquiry resolution and date of inquiry resolution. This assists us in tracking all customer inquiries as well as account history and speed of resolution. Athens has the infrastructure and experience to provide city staff with reports that detail the information specifically important to Monrovia. Our technical team has the ability to create reporting vehicles that meet the diversity of needs of each of our stakeholder cities.

A1		A2 TRR030		** ATHENS DISPOSAL COMPANY **	
A				B	
1	TRR030	** ATHENS DISPOSAL COMPANY **			2/16/10 12:54:11 PAGE: 1
2	BELLA				
3	COMPLAINT REPORT BY COMPLAINT DATE				
4	COMPLAINT STATUS: ENTERED COMPLAINT DATE: 2/01/10 TO 2/15/10			SUPERVISOR AREA: *ALL 1	
5	CITY CODE: *ALL COMPLAINT RESP: *ALL DRIVER CALL IN/COMML			COMPLAINT TYPE: 011	
6	DRIVER: *ALL TRUCK NUMBER: *ALL			VALID COMPLAINT: *ALL	
7	ADDRESS NO.: *ALL STREET: *ALL			ACCOUNT: *ALL ACCT Typ: *ALL	
8	CPLNT CTY Ac CUSTOMER CPLNT SEV CPLNT			SPVSR TO-DO COMPLETE VAL	
9	DATE COD Ty ACCOUNT# NUMBER CDE TYPE COMPLAINT DESC.			AREA DATE DATE COMPLETED BY CPL TRK#	
10					
11	2/01/10 242 C 286570 2183173 4 011 DRIVER CALL IN/COMML			120 2/01/10 2/01/10 N 088	
12	HARNEN, JEFFREY 3415 LONDON ST LOS ANGELES			CA 90026 By: ANITA Time: 6:09:34	
13	C/S: SILVER LAKE BLVD				
14	COMMENT: MTh) Eq: 3YD 088; DCI REPORTED UNABLE 2 SERVICE BINS BLOCKED BY A			ACTION: CALLED # ON ACCT LVM	
15	GRAY SION, LIC PL# 5KUD938 @ 6:09 AM			TO CALL BACK IF NEED GOBACK	
16					
17	2/02/10 170 R 35080 2184181 4 011 DRIVER CALL IN/COMML			210 2/02/10 2/03/10 ENRIQUER N 053	
18	CRABB, KELLY 1620 MILAN AVE SOUTH PASADENA			CA 91030 By: ENRIQUER Time: 7:37:32	
19	C/S: HUNTINGTON				
20	COMMENT: SCOUT DRIVER REPORTING CAR BLOCKING ACCESS TO BIN, WILL BE IN AREA			ACTION: LVM FOR KELLY ADV VEHICLE BLKING DVR WILL	
21	WILL TRY AGAIN LATER			RTN B4 END OF DAY	
22					
23	2/03/10 230 U 40313 2185097 4 011 DRIVER CALL IN/COMML			210 2/03/10 2/03/10 ENRIQUER N 085	
24	CHOW, HARRY 6520 N SAN GABRIEL BLVD SAN GABRIEL			CA 91775 By: ENRIQUER Time: 7:57:40	
25	C/S: DUARTE				
26	COMMENT: SCOUT REPORTING COMBINATION KEY PAD FOR GATE NOT WORKING UNABLE			ACTION: S/W HARRY WILL PUSH BIN OUT KEY PAD BKN	
27	TO ENTER TO PULL BIN			WILL REPAIR BY FRIDAY THIS WEEK	
28					

A1	TRR030	** ATHENS DISPOSAL COMPANY **
	A	B
1	TRR030      ** ATHENS DISPOSAL COMPANY **	2/16/10 9:55:45 PAGE: 1
2	BELLA	
3	COMPLAINTREPORTBYCOMPLAINTDATE	
4	COMPLAINTSTATUS: *ALL COMPLAINTDATE: 1/01/10 TO 1/31/10	SUPERVISOR/AREA: *ALL
5	CITYCODE: 140 MONTEREY COMPLAINTRESP:	*BULK#: 014
6	DRIVER: *ALL TRUCKNUMBER: *ALL	VALID COMPLAINT: *ALL
7	ADDRESS NO: *ALL STREET: *ALL	ACCOUNT: *ALL ACCTType: *ALL
8	CPLNTCTYAc CUSTOMER CPLNT SEV CPLNT	SPVSR TO-DO COMPLETE VAL
9	DATECODTy ACCOUNT# NUMBER CDE TYPE COMPLAINTDESC.	AREA DATE DATE COMPLETED BY CPLTRK#
10		
11	1/15/10 140C 246493 2172121 4 014 BULKY	14 1/15/10 1/18/10 JOEO N 037
12	MP RES 459 W GARVEY AVE MONTEREY PARK	GA91754 By: TERESA Time: 10:19:23
13	C/S ATLANTIC	
14	COMMENT: 1 SOFA 1 CHAIR 1 COFFEE TABLE	ACTION: ALL PICKED UP 10:45 AM
15		
16		
17		
18	1/27/10 140C 246493 2180701 4 014 BULKY	14 1/27/10 1/27/10 JOEO N 037
19	MP RES 287 W WILCOX AVE MONTEREY PARK	GA91754 By: NANCY Time: 9:48:39
20	C/S ATLANTIC	
21	COMMENT: 1 BUNDLES BRANCHES/MISC ITEMS.	ACTION: ALL PICKED UP 12:43 PM
22		
23		
24		
25	Number of Complaints 2	
26	**END OF REPORT**	
27		
28		

A1	TRR030	** ATHENS DISPOSAL COMPANY **
	A	B
1	TRR030 ** ATHENS DISPOSAL COMPANY **	2/16/10 11:26:27 PAGE: 1
2	BELLA	
3	COMPLAINT REPORT BY COMPLAINT DATE	
4	COMPLAINT STATUS: *ALL COMPLAINT DATE: 12/01/09 TO 12/31/09	SUPERVISOR AREA: 03 MARK MARTINEZ AREA 3
5	CITY CODE: *ALL COMPLAINT RESP: *ALL MISSED	COMPLAINT TYPE: 001
6	DRIVER: *ALL TRUCK NUMBER: *ALL	VALID COMPLAINT: *ALL
7	ADDRESS NO.: *ALL STREET: *ALL	ACCOUNT: *ALL ACCT Typ: *ALL
8	CPLNT CTY Ac CUSTOMER CPLNT SEV CPLNT	SPVSR TO-DO COMPLETE VAL
9	DATE COD Ty ACCOUNT# NUMBER CDE TYPE COMPLAINT DESC.	AREA DATE DATE COMPLETED BY CPL TRK#
10		
11	12/01/09 410R 301670 2159590 4 001 MISSED	03 12/01/09 12/02/09 MM N 147
12	SAMUEL, MARGARET 2148 E CAMERON AVE WEST COVINA	CA 91723 By: MARIAM Time: 11:30:03
13	C/S: GRAND	
14	COMMENT: T) Eq: T147; HND CP 140 CUST CLMS 90-G MISSED ... NO DCI REQ P/U REQ	ACTION: #141 SUP WENT OUT TO LOCATION BBL WAS EMPTY
15	TO HAVE BBL DUMPED & PUSHED BACK IN ASAP.	KNOCKED ON DOOR S/W CUSTOMER ADVISED BBL SERVICED
16		AND PLACED BACK. CUST FINE.
17		
18	12/01/09 410 R 94820 2138141 4 001 MISSED	03 12/01/09 12/02/09 MM N 144
19	ROBINSON, JUSTIN 916 E VINE AVE WEST COVINA	CA 91790 By: ISABEL Time: 13:47:52
20	C/S: VINE	
21	COMMENT: T) Eq: T144; CUST CLMS T90 OUT & WAS NOT SERVICED,	ACTION: #144 NOT MISSED DRIVER SERVICED ALL BLS
22	NO DCI, REQ PU TDY.	S/W JUSTIN ADVISED BBLs WERE OUT LATE ADV 1X COURTESY
23		
24	12/01/09 120 R 298320 2138414 4 001 MISSED	03 12/03/09 12/03/09 RM/MM N 072
25	COV RES 1278 W BADILLO ST COVINA	CA 91722 By: TERI Time: 16:56:20
26	C/S: LARKELLEN	
27	COMMENT: T) Eq: G 072; GREENWASTE WAS NOT SVCD TODAY	ACTION: #72 DRVR SVCD ON SVCD DAY. NOT A
28		MISS, NOTHING OUT AT 9:30AM. S/W CUST ADVISED TO





## SECTION SEVEN – RATES FOR SERVICES

Please see the rates sheets that follow.

### *Overview*

We believe strongly that we have provided rates that will enable our customers to reduce their overall cost for waste management services by increasing the amount of materials that they recycle. We have provided rates with service and disposal components calculated in accordance with the instructions, utilizing industry accepted waste density factors.

Not only are our rates reasonable in relation to the services proposed, they are among the lowest rates for similar services in comparable local jurisdictions.

We also indicated how our rates would be affected if it implemented programs designed to achieve a waste diversion rate of 75%. Our 10% increase for a 50% increase in diversion is a great value for the City of Monrovia.

### Evaluation Form Review

Criteria/Evaluation Factors		Maximum Points	Location in our Proposal
<b>1.0 Proposal Submittals</b>			
1.1	Company Information	Yes/No	Section 1
1.2	Waste Disposal Plan	Yes/No	Section 2
1.3	Waste Collection Plan	Yes/No	Section 3
1.4	Waste Recycling and Diversion Plan	Yes/No	Section 4
1.5	Customer Education Plan	Yes/No	Section 5
1.6	Customer Service Plan	Yes/No	Section 6
1.7	Rates for Service	Yes/No	Section 7
1.8	Certification Statement	Yes/No	Section 8
<b>2.0 Collection Plan</b>			
2.1	Were newer vehicles, appropriate for the collection conditions in the city proposed?	2	3.1-3.3
2.2	Were low-emission engines or alternative fuel engines proposed?	5	3.1
2.3	Did the applicant propose an adequate method to respond to on-route breakdowns?	3	3.3
2.4	Did the applicant include adequate provisions to organize and manage its collection operations to minimize the emission of greenhouse gasses?	5	3.1-3.3
<b>3.0 Waste Disposal Plan</b>			
3.1	Were all required elements of the plan addressed?	5	2.1-2.4
3.2	Were specific disposal capacity guarantees provided?	10	2.2-2.4
3.3	Were price controls or specific disposal fees provided?	10	2.2-2.4
<b>4.0 Waste Diversion and Recycling Plan</b>			
4.1	Did the applicant adequately describe how its plan would achieve at least a 50% waste diversion rate?	10	4.1
4.2	Was the plan reasonable and based on proven techniques and practices?	10	4.1-4.5
4.3	Has the applicant had success with similar plans in other jurisdictions?	5	4.1-4.5
4.5	Did the applicant describe how its plan could be modified or expanded so that a waste diversion rate greater than 50% could be achieved?	10	4.4-4.5

4.5	Was the plan for achieving a waste diversion rate greater than 50% well defined, reasonable, and based on proven techniques and practices?	10	4.4-4.5
-----	--	----	---------

Criteria/Evaluation Factors		Maximum Points	Location in our Proposal
<b>5.0 Customer Education Plan</b>			
5.1	Did the applicant provide a reasonable and complete plan for training its customers on the use its waste diversion and recycling program?	5	5.2-5.3
5.2	Did the applicant adequately address the measures that would be taken if its customers failed to adequately participate in its program or if its program failed to produce at least a 50% waste diversion rate?	5	5.2-5.3
<b>6.0 Customer Service Plan</b>			
6.1	Did the applicant provide a local customer service telephone number?	5	6.1
6.2	Did the applicant adequately describe how it would respond to customer service needs?	5	6.1-6.2
<b>7.0 Maximum Service Rates</b>			
7.1	Did the applicant provide rates that will enable its customers to reduce their overall cost for waste management services by increasing the amount of materials that they recycle?	5	5.3
7.2	Did the applicant propose rates with service and disposal components?	5	Section 7
7.3	Were the disposal components calculated in accordance with the instructions?	5	Section 7
7.4	Were the waste density factors used to calculate the rates provided?	5	Section 7
7.5	Are the rates reasonable in relation to the services proposed and to the rates for similar services in other jurisdictions?	15	Section 7
7.6	Did the applicant indicate how its rates would be affected if it implemented programs designed to achieve a waste diversion rate greater than 50%?	5	4.5
7.7	Are the service rates or adjustments proposed to achieve higher waste diversion levels reasonable in relation to the services proposed?	10	Section 7



## SECTION EIGHT – CERTIFICATION STATEMENT

As Chief Operating Officer for Arakelian Enterprises, Inc., dba Athens Services, I am authorized to bind the company and make the required contractual commitments and hereby assert

a. This application, including proposed maximum service rates, were based on our company's independent judgment of the service conditions and customer service needs in the City of Monrovia.

b. I have read and understand the application instructions and the draft non-exclusive franchise agreement.

c. To the best of my knowledge, this application does not include any false, misleading, or incorrect information.

d. The employees, officers, or representatives of our company have not colluded with any other applicants and prior to submitting our application we have not discussed our application with other applicants nor with members of the Monrovia City Council

e. Prior to the Monrovia City Council making a decision regarding your application for a non-exclusive franchise, employees, officers, or representatives of your company will not contact members of the Monrovia City Council in person, in writing, by telephone, or via electronic communication regarding your application or the city's selection and evaluation process

f. We agree to accept and abide by the decision of the Monrovia City Council to award or not award a franchise to our company.

Additionally, for the convenience of the City, the pages that follow indicate where our specific responses can be found in this document.

On behalf of the owners and employees of Athens Services, we thank you for your consideration.

---

Gary M Clifford  
Chief Operating Officer

**Heather Maloney**

---

**From:** Gary Clifford <GClifford@athensservices.com>  
**Sent:** Thursday, November 03, 2011 2:09 PM  
**To:** Sharon Gallant, Heather Maloney; j.reisdorf@maxcomdm.com  
**Cc:** Dennis Chiappetta, Christian Warner  
**Subject:** FW: Addendum 2 - Monrovia Commercial SW and Recycling Program

Dear Sharon,

Athens Services has received addendum two, and makes the following submittal:

Athens Services looks forward to having the ability to retain any relationships and/or service agreements with customers we are serving pursuant to our existing waste collection permits and is committed to offering the programs listed in addendum two, a through f. In addition to this we will work with the Monrovia customers to educate and inform them on ways to reduce waste and eliminate or avoid landfills as much as possible.

Our current rates are competitive and as you know, the rates submitted are "maximum rates", which does not reflect the bulk of our current rates in the commercial sector. These programs, including composting and other innovative diversion increasing programs have a cost associated with them.

Athens Services is selecting the response as indicated in selection "a" "Submitting confirmation to the city in a letter or via email that their proposed rate would not change."

It is our intent to continue offering outstanding service and innovative programs while increasing diversion, educating customers on waste reduction, and championing landfill avoidance practices.

Please confirm receipt of this email as completion of addendum two.

Respectfully Submitted,

Gary M Clifford  
Chief Operating Officer  
Athens Services

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**From:** Sharon Gallant [<mailto:sgallant@ci.monrovia.ca.us>]  
**Sent:** Friday, October 21, 2011 10:34 AM  
**To:** Susann Passantino ([susanne.passantino@awin.com](mailto:susanne.passantino@awin.com)); Gary Clifford; [RNino@burrtec.com](mailto:RNino@burrtec.com)  
**Cc:** Heather Maloney; Joseph Reisdorf ([j.reisdorf@maxcomdm.com](mailto:j.reisdorf@maxcomdm.com))  
**Subject:** Addendum 2 - Monrovia Commercial SW and Recycling Program

Dear Commercial Haulers:

Attached is Addendum 2 to the Application Instructions dated September 24, 2011 and Addendum 2 Rate Form. The purpose of this Addendum is to determine how proposed maximum service rates would be affected if the phasing described in Section 2.4 of the original application instructions was eliminated and franchisees were allowed to retain any relationships and/or service agreements with customers they serve pursuant to their existing waste collection permits under certain conditions listed in the addendum.

**Please prepare and submit your response per instructions found on Page 2 of Addendum 2, by 4:00 PM on Thursday, November 3, 2011.**

If you should have any questions regarding the Addendum, please submit your questions in writing via email to either [HMaloney@ci.monrovia.ca.us](mailto:HMaloney@ci.monrovia.ca.us) or [SGallant@ci.monrovia.ca.us](mailto:SGallant@ci.monrovia.ca.us)

Please confirm receipt of this email electronically Thank you for your consideration

**Sharon K. Gallant**

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**EXHIBIT 2**  
**COLLECTOR'S MAXIMUM SERVICE RATES**

## EXHIBIT 2 - Maximum Service Rates

Applicant ATHENS SERVICES

Date 11-Oct-11

Submitted by ATHENS SERVICES

### 1 Cart Rates

Size	Quantity	Collection Frequency	Material	Service Component	Disposal Component	Total Rate	Density Factor	Material Recovery Factor
96 Gallon Barrel	1	1	Mixed Waste	\$27.97	\$4.14	\$32.11	100 lbs/cubic yd	50.0%
96 Gallon Barrel	2	1	Mixed Waste	\$40.94	\$8.28	\$49.23	100 lbs/cubic yd	50.0%
96 Gallon Barrel	3	1	Mixed Waste	\$63.92	\$12.42	\$76.34	100 lbs/cubic yd	50.0%
64 Gallon Barrel	1	1	Green Waste	\$0.00	\$0.00	\$0.00	100 lbs/cubic yd	100.0%
32 Gallon Barrel	1	1	Food Waste	\$0.00	\$0.00	\$0.00	100 lbs/cubic yd	100.0%



## EXHIBIT 2 - Maximum Service Rates

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### 2 Bin Rates

Size	Quantity	Collection Frequency	Material	Service Component	Disposal Component	Total Rate	Density Factor	Material Recovery Factor
1 5	1	1	Mixed Waste	\$99.46	\$6.21	\$105.67	100 lbs/cubic yd	50.0%
1 5	1	2	Mixed Waste	\$121.58	\$12.42	\$134.00	100 lbs/cubic yd	50.0%
1 5	1	3	Mixed Waste	\$165.19	\$18.64	\$183.83	100 lbs/cubic yd	50.0%
1.5	1	4	Mixed Waste	\$208.81	\$24.85	\$233.66	100 lbs/cubic yd	50.0%
1 5	1	5	Mixed Waste	\$252.43	\$31.06	\$283.49	100 lbs/cubic yd	50.0%
1 5	1	6	Mixed Waste	\$296.05	\$37.27	\$333.32	100 lbs/cubic yd	50.0%
1 5	1	1	Recycle	\$0.00	\$0.00	\$0.00	30 lbs/cubic yd	100.0%
2	1	1	Mixed Waste	\$110.19	\$8.28	\$118.48	100 lbs/cubic yd	50.0%
2	1	2	Mixed Waste	\$157.30	\$16.57	\$173.86	100 lbs/cubic yd	50.0%
2	1	3	Mixed Waste	\$204.40	\$24.85	\$229.25	100 lbs/cubic yd	50.0%
2	1	4	Mixed Waste	\$251.50	\$33.13	\$284.64	100 lbs/cubic yd	50.0%
2	1	5	Mixed Waste	\$298.61	\$41.42	\$340.03	100 lbs/cubic yd	50.0%
2	1	6	Mixed Waste	\$345.71	\$49.70	\$395.41	100 lbs/cubic yd	50.0%
2	1	1	Recycle	\$0.00	\$0.00	\$0.00	30 lbs/cubic yd	100.0%
3	1	1	Mixed Waste	\$120.17	\$12.42	\$132.59	100 lbs/cubic yd	50.0%
3	1	2	Mixed Waste	\$221.24	\$24.85	\$246.09	100 lbs/cubic yd	50.0%
3	1	3	Mixed Waste	\$315.32	\$37.27	\$352.59	100 lbs/cubic yd	50.0%
3	1	4	Mixed Waste	\$369.39	\$49.70	\$419.09	100 lbs/cubic yd	50.0%
3	1	5	Mixed Waste	\$433.47	\$62.12	\$495.59	100 lbs/cubic yd	50.0%
3	1	6	Mixed Waste	\$537.54	\$74.55	\$612.09	100 lbs/cubic yd	50.0%
3	1	1	Recycle	\$0.00	\$0.00	\$0.00	30 lbs/cubic yd	100.0%

## EXHIBIT 2 - Maximum Service Rates

Applicant ATHENS SERVICES

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Size	Quantity	Collection Frequency	Material	Service Component	Disposal Component	Total Rate	Density Factor	Material Recovery Factor
4	1	1	Mixed Waste	\$145.14	\$16.57	\$161.70	100 lbs/cubic yd	50.0%
4	1	2	Mixed Waste	\$256.18	\$33.13	\$289.32	100 lbs/cubic yd	50.0%
4	1	3	Mixed Waste	\$317.23	\$49.70	\$366.93	100 lbs/cubic yd	50.0%
4	1	4	Mixed Waste	\$378.28	\$66.27	\$444.55	100 lbs/cubic yd	50.0%
4	1	5	Mixed Waste	\$489.33	\$82.83	\$572.16	100 lbs/cubic yd	50.0%
4	1	6	Mixed Waste	\$600.37	\$99.40	\$699.77	100 lbs/cubic yd	50.0%
4	1	1	Recycle	\$0.00	\$0.00	\$0.00	30 lbs/cubic yd	100.0%
5	1	1	Mixed Waste	\$153.11	\$20.71	\$173.82	100 lbs/cubic yd	50.0%
5	1	2	Mixed Waste	\$271.13	\$41.42	\$312.55	100 lbs/cubic yd	50.0%
5	1	3	Mixed Waste	\$389.15	\$62.12	\$451.27	100 lbs/cubic yd	50.0%
5	1	4	Mixed Waste	\$457.17	\$82.83	\$540.00	100 lbs/cubic yd	50.0%
5	1	5	Mixed Waste	\$575.19	\$103.54	\$678.73	100 lbs/cubic yd	50.0%
5	1	6	Mixed Waste	\$693.21	\$124.25	\$817.46	100 lbs/cubic yd	50.0%
5	1	1	Recycle	\$0.00	\$0.00	\$0.00	30 lbs/cubic yd	100.0%
6	1	1	Mixed Waste	\$211.08	\$24.85	\$235.93	100 lbs/cubic yd	50.0%
6	1	2	Mixed Waste	\$336.07	\$49.70	\$385.77	100 lbs/cubic yd	50.0%
6	1	3	Mixed Waste	\$486.06	\$74.55	\$560.61	100 lbs/cubic yd	50.0%
6	1	4	Mixed Waste	\$561.05	\$99.40	\$660.45	100 lbs/cubic yd	50.0%
6	1	5	Mixed Waste	\$636.05	\$124.25	\$760.30	100 lbs/cubic yd	50.0%
6	1	6	Mixed Waste	\$786.04	\$149.10	\$935.14	100 lbs/cubic yd	50.0%
6	1	1	Recycle	\$0.00	\$0.00	\$0.00	30 lbs/cubic yd	100.0%

## EXHIBIT 2 - Maximum Service Rates

Applicant ATHENS SERVICES

Date 11-Oct-11

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### 3 Compactor Rates (Front Loader Service)

Size	Quantity	Collection Frequency	Material	Service Component	Disposal Component	Total Rate	Density Factor	Recovery Factor
3YDC	1	1	Mixed Waste	\$170.00	\$37.27	\$207.27	300 lbs/cubic yd	50.0%
3YDC	1	2	Mixed Waste	\$295.90	\$74.55	\$370.45	300 lbs/cubic yd	50.0%
3YDC	1	3	Mixed Waste	\$414.81	\$111.82	\$526.63	300 lbs/cubic yd	50.0%
3YDC	1	4	Mixed Waste	\$518.72	\$149.10	\$667.82	300 lbs/cubic yd	50.0%
3YDC	1	5	Mixed Waste	\$607.62	\$186.37	\$794.00	300 lbs/cubic yd	50.0%
3YDC	1	6	Mixed Waste	\$736.53	\$223.65	\$960.18	300 lbs/cubic yd	50.0%

### 4 Compactor Rates (Roll-off Service)

Size	Collection Frequency	Material	Service Component	Disposal Component		Fixed Rate	Recovery Factor
30YDC	per service	Mixed Waste	\$265.50	actual cost	or	\$585.50	50.0%
40YDC	per service	Mixed Waste	\$294.00	actual cost	or	\$614.00	50.0%

### 5. Roll-off or Drop-box Service Rates

Size	Collection Frequency	Material	Service Component	Disposal Component		Fixed Rate	Recovery Factor
10	per service	Mixed Waste	\$208.50	actual cost	or	\$431.00	50.0%
20	per service	Mixed Waste	\$237.00	actual cost	or	\$459.50	50.0%
30	per service	Mixed Waste	\$265.50	actual cost	or	\$488.00	50.0%
40	per service	Mixed Waste	\$294.00	actual cost	or	\$516.50	50.0%
50	per service	Mixed Waste	\$322.50	actual cost	or	\$545.00	50.0%

## EXHIBIT 2 - Maximum Service Rates

Applicant ATHENS SERVICES

Date: 11-Oct-11

Submitted by ATHENS SERVICES

### 6 Rates for Bulky Item Service

Material	Provide a rate or indicate how a rate will be determined	Will material be disposed or recycled?
All items	\$25.00 for first item and \$15.00 for each additional item	Recycled

**EXHIBIT 3**  
**RECYCLABLE MATERIALS**

1. Newspapers (including inserts and coupons)
2. Glass jars and bottles
3. Cans (aluminum, bi-metal and tin cans)
4. Mixed paper (brown bags, cereal boxes, colored paper, computer paper, construction paper, cracker boxes, envelopes, junk mail, legal pad backings, paper egg cartons, shoe boxes, and white paper)
5. Telephone books
6. Magazines and catalogs
7. Corrugated cardboard
8. Chipboard
9. Aluminum foil and trays
10. Aerosol cans
11. Scrap metal
12. Plastic containers (1-7)
13. Plastic bags
14. Unpainted wood and lumber
15. Food waste
16. Green Waste

The foregoing list may be modified from time to time as the CITY and COLLECTOR shall mutually agree, in writing.

**EXHIBIT 4**  
**LIQUIDATED DAMAGES**

The following liquidated damages shall apply and be due and payable by COLLECTOR for breaches of the terms of this Agreement by COLLECTOR.

	Breaches of this Agreement	Liquidated Damage
1.	Failure of COLLECTOR to achieve and maintain a monthly waste diversion rate of at least 30% during the period July 1, 2012 to December 1, 2012, as described in Section 5.12 A of this Agreement.	\$2,500 per month for each month that the required <i>waste diversion</i> rate is not achieved or maintained
2	Failure of COLLECTOR to achieve and maintain a monthly waste diversion rate of at least 50% by December 1, 2012, or to maintain an average monthly waste diversion rate of at least 50% for the remaining term of this Agreement.	\$2,500 per month for each month that the required waste diversion rate is not achieved or maintained. Commencing with fiscal year July 1, 2012 – June 30, 2013, an additional \$2,500 per year for each fiscal year that an <i>average monthly</i> waste diversion rate of at least 50% is not achieved
3.	Failure to provide a monthly report or other required submittal by the due date	\$100 per day that the report or submittal is not submitted
4.	Submittal of false or inaccurate information on a report or form	\$500 per incident per report
5.	Failure to provide verification of insurance or copies of inspections or certifications requested by city by the due date	\$250 per incident
6.	Failure to remit Collector Fees by the due date	\$250 per day for each day past the due date
7.	Failure to clean-up litter or spills from COLLECTOR'S vehicles as specified in this Agreement	\$250 per incident
8	Failure to provide an acceptable annual update to COLLECTOR'S Waste Disposal Plan	\$500 per incident
9.	Failure to utilize alternative fuel vehicles as required in this Agreement	\$5,000, plus \$5,000 for every five days that one or more vehicles not using alternative fuel is utilized in the CITY
10.	Failure to remove bins and other containers from Commercial Premises upon expiration of the term	\$500 per day

	of this agreement or upon notification that this Agreement has been terminated by the City Council	
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Payment of any liquidated damages by COLLECTOR shall not release COLLECTOR from fulfillment of the terms of this Agreement.

COLLECTOR shall pay liquidated damages to CITY within ten (10) days of receiving written notice from CITY that liquidated damages have been assessed.

**EXHIBIT 5**  
**SCHEDULE FOR SUBMITTALS**

	<u>Report or Submittal</u>	<u>Due Date</u>
1	Certification regarding actions related to obtaining or entering into this Agreement (Section 1.7)	Within 10 days of the Effective Date of this Agreement
2	Copies of marketing materials for distribution to potential customers	April 27, 2012
3.	Certification that all customer service contracts are consistent with Chapter 8 10 of the Monrovia Municipal Code, and Title 14, Chapter 9 4 of the California Code of Regulations	July 20, 2012
4.	Proof of insurance - initial	By June 14, 2012.
5	Proof of insurance – revisions or updates	Within ten days of the effective date of any change or revision
6	Collector Fees	30 days after the end of the month
7	Monthly report	30 days after the end of the month
8.	Monthly compliant log	30 days after the end of the month
9	Identification of customers that generate more than 4 cubic yards of Solid Waste per week and refuse to participate in COLLECTOR'S recycling programs	Within 30 days of customer refusal to participate
10	Annual update to Waste Disposal Plan	On each anniversary of the Effective Date of this Agreement for the remainder of the term
11	Customer list which indicates the volume of waste (cubic yards of bin capacity) collected weekly from each customer location and the type of recycling program in which the customer is participating	On each anniversary of the Effective Date of this Agreement for the remainder of the term
12	Results of the annual customer satisfaction survey	By July 1, 2013, and each subsequent July 1 for the balance of the term of this Agreement