

**AMENDMENT NO. 2
TO THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES AGREEMENT
BETWEEN THE CITY OF NORWALK AND
ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES**

THIS AMENDMENT NO. 2 TO THE INTEGRATED SOLID WASTE MANAGEMENT SERVICES AGREEMENT ("Amendment"), effective as of the date specified in Section 1 hereof, is made and entered into by and between the City of Norwalk, California. ("City"), and Arakelian Enterprises, Inc., dba Athens Services ("Contractor").

RECITALS

A. City and Contractor have previously entered into that certain Integrated Solid Waste Management Services Agreement dated May 8, 2018, for the exclusive collection, transportation, recycling, processing, and disposal of solid waste and other services related to meeting goals and requirements of the California Integrated Waste Management Act, which was subsequently amended by that certain Amendment No. 1 dated November 4, 2020 (hereinafter, "Agreement").

B. WHEREAS, the Legislature of the State of California has enacted certain new laws pertaining or relating to solid waste handling with which City must comply, including SB 1383, creating the need for City to improve efforts to divert solid waste from landfills, including recyclable materials and organic waste; and

C. WHEREAS, the foregoing changes in law necessitate certain modified or additional services in order to bring City into compliance with applicable law; as a result, the cost of collecting, disposing of, and diverting solid waste, recyclables, green waste, and organic waste to Contractor is anticipated to increase; and City and Contractor have agreed to implement certain changes pertaining to the provision of services in City in accordance with this Amendment.

AGREEMENT

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

SECTION 1. EFFECTIVE DATE OF AMENDMENT

This Amendment to the Agreement shall be effective September 21, 2021 ("Effective Date").

SECTION 2. REVISED DEFINITIONS

Section 1.35 shall be deleted in its entirety and replaced with the following:

1.35 Rate Year

"Rate Year" means the period January 1 to December 31, for each year during the Term of this Agreement.

SECTION 3. NEW DEFINITIONS

New Sections 1.50 through 1.60 shall be added to the Agreement as follows:

1.50 Contamination

“Contamination” means an occurrence involving any of the following: (i) discarded materials placed in any Container intended for Recyclable Materials that are not identified as acceptable Recyclable Materials for such Container; (ii) discarded materials placed in any Container intended for Green Waste or Organic Waste that are not identified as acceptable Green Waste or Organic Waste for such Container; (iii) discarded materials placed in any Container intended for Refuse that are acceptable Recyclable Materials and/or Organic Waste; and (iv) any other items or substances that are not Refuse, Recyclable Materials, or Organic Waste placed in any container.

1.51 Commercial Edible Food Generators

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

1.52 Edible Food

“Edible Food” means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply.

1.53 Food Recovery

“Food Recovery” means actions to collect and distribute Edible Food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

1.54 Food Recovery Organization

“Food Recovery Organization” means an entity that primarily engages in the collection or receipt of Edible Food from commercial edible food generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including: (i) a food bank as defined in Section 113783 of the Health and Safety Code; (ii) a nonprofit charitable organization; and (iii) a nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code. If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply.

1.55 Food Recovery Service

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a commercial edible food generator to a Food Recovery Organization or other entities for Food Recovery, or is as otherwise defined in 14 CCR Section 18982(a)(26).

1.56 Food Waste

“Food Waste” means food scraps and trimmings and other putrescible waste that results from food production, preparation, storage, consumption, or handling. For the avoidance of doubt, Food Waste includes, without limitation, meat, fish, and dairy wastes; fruit and vegetable wastes; grain waste; and compostable food-contaminated paper products.

1.57 Organic Waste

“Organic Waste” shall have the meaning set forth in Public Resources Code Section 42649.8.

1.58 Organic Waste Processing Facility

“Organic Waste Processing Facility” means a Contractor-selected commercial facility permitted by the State of California that accepts and processes, by composting or other permissible methods, Organic Waste for diversion from landfill disposal.

1.59 Tier One Commercial Edible Food Generator

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982: (i) Supermarket; (ii) Grocery Store with a total facility size equal to or greater than 10,000 square feet; (iii) Food Service Provider; (iv) Food Distributor; or (v) Wholesale Food Vendor. If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply.

1.60 Tier Two Commercial Edible Food Generator

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982: (i) restaurant with 250 or more seats or a total facility size equal to or greater than 5,000 square feet; (ii) hotel with an on-site food facility and 200 or more rooms; (iii) health facility with an on-site food facility and 100 or more beds; (iv) large venue; (v) large event; (vi) State agency with a cafeteria with 250 or more seats or a total cafeteria facility size equal to or greater than 5,000 square feet; or (vii) local education agency with an on-site food facility. If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply.

SECTION 4. TERM

Section 2.4 shall be deleted in its entirety and replaced with the following:

2.4 Term of Agreement

The term of this Agreement shall be twelve (12) years commencing August 1, 2021; provided, however, that commencing August 1, 2022, and on August 1 of each subsequent year (or if

falling on a weekend or holiday, the next business day) thereafter, automatic one-year extensions shall be applied to this Agreement subject to the wind-down process, as specified in Section 2.5, so that the term of this Agreement shall thereafter remain at a constant twelve (12) years.

SECTION 5. TERMINATION OF AUTOMATIC EXTENSION OF TERM

Section 2.5 shall be deleted in its entirety and replaced with the following:

2.5 Extension Terms

Either Party may cancel the one-year renewal and extension provision provided in Section 2.4 in accordance with each of the following:

- a) **Notice of Intent to Wind-Down.** No earlier than December 31, 2026, or anytime between January 1 and February 15 in any year thereafter, a Party must issue written notice if it intends to cancel said provision and commence the wind-down of the 12-year fixed term of the Agreement ("Notice of Intent to Wind-Down"). The Notice of Intent to Wind-Down may be issued without cause.
- b) **Meet and Confer.** Between February 15 and June 15 of the year any Party issues its Notice of Intent to Wind-Down ("Meet and Confer Period"), the terminating Party must meet and confer with the non-terminating Party at least two (2) times on mutually agreeable dates. The purpose of these meetings shall be to discuss in good faith rescinding the Notice of Intent to Wind Down in exchange for an amendment to the Agreement. The Parties may, but are not obligated to, meet more frequently than required herein, provided that no such conferences shall act to extend or delay the Meet and Confer period unless expressly agreed to in writing by the Parties.
- c) **Notice of Effective Wind-Down.** Subject to compliance with the foregoing, no later than June 15 of the year Notice of Intent to Wind-Down is issued, if the terminating Party elects to cancel the one-year renewal and extension provision, the terminating Party must deliver written notice to the non-terminating Party that it has concluded efforts to meet and confer in good faith and the one-year renewal and extension provision is canceled as of the date of said notice ("Notice of Effective Wind-Down"). Upon Notice of Effective Wind-Down, the Agreement will remain in full force and effect for a fixed term of twelve (12) years beginning August 1 of the year the notice is issued to the non-terminating Party.
- d) **Effectiveness.** Notwithstanding the foregoing, the cancellation of the one-year renewal and extension provision shall not become effective if the Parties mutually agree to approve and execute an amendment to this Agreement as provided herein; the terminating Party fails to hold the minimum number of negotiation sessions in any year of the Meet and Confer Period; or the terminating Party fails to issue its Notice of Effective Wind-Down within the time prescribed herein.

SECTION 6. SCOUT AND PUSH-OUT SERVICE

Section 4.1.9 shall be deleted in its entirety and replaced with the following:

4.1.9 Scout and Push-Out Service

Contractor may determine it necessary to use a scout vehicle (or Bin truck) to position Containers for Collection, or find that it is necessary to manually move Containers fifty (50) feet or more to position for Collection. Contractor may charge a fee for such services as provided in Exhibit 1. Any dispute between Customer and Contractor regarding the provision of scout and push-out service will be referred to the City Manager, whose decision shall be final.

SECTION 7. ORGANIC WASTE PROGRAM

Section 4.1.15 shall be deleted in its entirety and replaced with the following:

4.1.15 Organic Waste Program

- a) **General.** Contractor will provide staff, labor, and materials to assist City with its compliance with SB 1383, as specified herein. Contractor shall (i) provide account site visits and reviews, and the tracking thereof; (ii) support public education and outreach efforts in City; (iii) meet with CalRecycle staff; (iv) provide Organic Waste tonnage data to both City and CalRecycle; and (v) provide Organic Waste collection services as provided in this Agreement. Unless expressly specified otherwise in this Agreement, Contractor shall only be required to collect source-separated Organic Waste. Organic Waste shall be directed to an Organic Waste Processing Facility. Contractor may collect Organic Waste from multiple cities within one Organic Waste route and, if so, will report Organic Waste tonnage among the cities by volume.
- b) **Residential Default Service.** Effective January 1, 2022, Contractor will permit Residential (Single or Multi-Family) Customers receiving Carts-only service to commingle Green Waste, Food Waste, food-soiled paper products, clean wood, and lumber only in Carts designated for Green Waste and will process such waste at an Organic Waste Processing Facility that complies with SB 1383.
- c) **Commercial Default Service.** The Organic Waste service for Commercial Customers and all other Customers not receiving Carts-only services shall comprise a collection frequency of one (1) time per week and one (1) 64-gallon Cart. Based on a waste assessment performed by Contractor, Contractor may adjust the default level of service to any one of the following Container types: (i) one (1) Cart of 35 gallons to 64 gallons in size; (ii) one (1) Bin of 1.5 to 2 cubic yards in size; and (iii) one (1) metal roll-off container with a capacity of 10 or more cubic yards.
- d) **Exemptions.** The Organic Waste program specified herein shall not apply to Customers who may be exempt from SB 1383, as determined by City pursuant to applicable state law. Customers may seek exemption through Contractor with approval from the City Manager and concurrence of Contractor.
- e) **Service Changes.** Contractor may reduce or increase any Organic Waste service level based on inspection, audit, or review at any time, subject to the City Manager's right to review. Contractor may assess additional charges for Organic Waste services

above the default service level and/or above the minimum collection frequency for a given Customer.

- f) **Waste Characterization; Reports.** Contractor agrees that the studies, data collection, and reports required of City by CalRecycle to characterize Solid Waste generated, disposed, transformed, diverted, or otherwise handled/processed in the City otherwise required in Section 5.3 shall also satisfy the requirements of SB 1383.
- g) **Route Audits.** Contractor agrees that any route audits required pursuant to Section 7.3 shall include the tracking of the following in connection with Organic Waste services: (i) for Cart-only Customers, the number and size of Carts used, and (ii) for Customers receiving Bin service, the level of service (Container quantity, Container size, and collection frequency) received by such Customers.
- h) **Organic Waste Ordinance; Enforcement.** City agrees to implement an Organic Waste ordinance that will require all Customers to subscribe to Organic Waste services. Contractor shall coordinate with City by providing, upon City request, notice to City of any or all persons refusing Organic Waste services. City shall be responsible for all fines, penalties, and other enforcement actions available through its police powers to enforce its ordinances. Contractor shall not be liable for any claims, actions, obligations, demands, damages, liabilities, costs, or expenses for any damages or injuries caused by or arising from (i) the failure of Customers to accept Organic Waste services, or (ii) the suspension or termination of services upon non-payment in whole or in part by Customers, provided Contractor reports such instances of non-compliance or non-payment to City for code enforcement.
- i) **Program Changes.** If additional or modified Organic Waste services are necessary and Contractor will otherwise incur additional costs, Contractor shall be entitled to a special rate adjustment as specified in Section 6.5. Nothing in this Agreement shall be construed as obligating Contractor to provide additional or modified Organic Waste services prior to City and Contractor having first agreed in writing to any such change.

SECTION 8. FOOD RECOVERY ASSISTANCE

A new Section 4.12 shall be added to the Agreement as follows:

4.12 Food Recovery Assistance

- a) **Identification of Edible Food Generators.** No later than January 1, 2022, Contractor shall identify Customers that meet the definition of Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators and provide to City a list of such Customers, which shall include the following: Customer name; service address; contact information; Tier One or Tier Two classification; and type of business.
- b) **Assessment.** Commencing January 1, 2022, and annually thereafter, Contractor shall contact Tier One Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services and assess compliance with the requirements of 14 CCR Chapter 12 Article 10. Commencing January 1, 2024, and at least annually thereafter,

Contractor shall expand its annual assessment to include Tier Two Commercial Edible Food Generators.

- c) Education and Outreach. Commencing January 1, 2022, and annually thereafter, Contractor shall provide Commercial Edible Food Generators with the following information: (i) information about City's Edible Food Recovery program; (ii) information about the Commercial Edible Food Generator requirements under 14 CCR Chapter 12 Article 10; (iii) information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and (iv) information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste. Contractor may provide the education information required by this section by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to Customers.

SECTION 9. CONTAMINATION PROTOCOLS

A new Section 4.13 shall be added to the Agreement as follows:

4.13 Contamination Protocols

In order to prevent the commingling of Refuse with Containers intended for Recyclable Materials or Organic Waste, Contractor shall implement Contamination protocols, as specified herein.

- a) First and Second Contamination Events. Upon the first and second discoveries of Contamination within a given calendar year starting January 1, Contractor will collect the contaminated waste if safe to do so, treat the waste as garbage for handling and billing purposes, and affix a "Contamination Violation Notice" to any Container with contaminated waste. The Contamination Violation Notice will contain instructions on the proper procedures for sorting waste, and Contractor must notify the Customer by phone, by U.S. mail, by email, in person, or by tag, of the following: (i) for the third and subsequent occurrences of Contamination, the Customer may be charged a contamination fee for each contaminated Container; and (ii) for the fifth and subsequent occurrences of Contamination, Contractor may charge a contamination fee and increase the size of the Customer's waste Container or require an additional Container(s). Contractor must also contact the Customer by phone, by U.S. mail, by email, in person, or by tag, to ensure that the Customer has the appropriate level of service for proper collection of waste.
- b) Third and Fourth Contamination Events. Upon each of the third and fourth discoveries of Contamination within a given calendar year starting January 1, Contractor will collect the waste in the contaminated Container(s) if safe to do so, treat the waste as garbage for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated Container. Contractor may also elect to charge a contamination fee for each occurrence. For any assessed contamination fee, Contractor must provide digital/visual documentation of Contractor's discovery of Contamination.

- c) Five or Subsequent Contamination Events. Upon each of the fifth and any subsequent discoveries of Contamination within a given calendar year starting January 1, Contractor will collect the waste in the contaminated Container(s) if safe to do so, treat the waste as garbage for handling and billing purposes, and charge a contamination fee for each occurrence. For any assessed contamination fee, Contractor must provide digital/visual documentation of Contractor's discovery of Contamination. Upon five (5) business days' notice to City and Customer, Contractor may (i) increase Container size, require additional Containers for Contamination, or increase collection frequency; or (ii) impose contamination fees for a period of six (6) months or until the Customer has demonstrated no Contamination for a period of three (3) consecutive months. City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending Customers in order to secure discontinuance of the Contamination. All City costs of such action shall be recovered from the offending Customers.

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

SECTION 10. SCHEDULE OF FUTURE ADJUSTMENTS; APPROVAL PROCESS – ANNUAL ADJUSTMENT

Sections 6.3.1, 6.3.2, 6.4.1, and 6.4.2 shall be deleted in their entirety and replaced with the following:

6.3.1 Request Submittal

Beginning with the Rate Year starting January 1, 2022 and ending on December 31, 2022, and for all subsequent Rate Years, Contractor may request an annual adjustment to the maximum rates shown in Exhibit 1. Contractor shall be responsible for proof of timely submittal, and shall submit its request in writing, to be received by City in person, via certified mail, or by electronic mail by the preceding April 1, and shall be based on the method of adjustment described in Section 6.4. A copy of an electronic mail submittal shall only be considered proof of receipt if City replies to Contractor's e-mail affirmatively that it was received. Failure to submit a written request by April 1 shall result in Contractor waiving the right to request such an increase for the subsequent Rate Year.

6.3.2 Approval Process

If a rate adjustment requested per this Section 6.3 is determined by the City Manager to be accurately calculated in accordance with Agreement procedures, and would otherwise have been approved by the City Manager, but is prevented from being implemented due to a protest under Proposition 218, then Contractor is permitted to terminate this Agreement upon twenty-four (24)-month written notice to City, but shall not be entitled to compensation from City or Customers for revenue not received due to the Proposition 218 protest.

* * *

6.4.1 General

Pursuant to Section 6.3, Contractor may request an adjustment to the maximum rates according to the method described below, subject to review by and approval of the City Manager. All future adjustments approved under Sections 6.3 and 6.4 are to be effective January 1. The City Manager may, but is not required to, implement the annual rate adjustment if Contractor does not request it. If an annual adjustment that would have resulted in a rate decrease is not implemented for any reason, the next rate adjustment will be measured based on the change in indices from the last implemented rate adjustment; the intent is to ensure subsequent rate increases will be offset with any decrease not previously implemented.

6.4.2 Annual Rate Adjustments

For the period beginning January 1, 2023, and annually thereafter on January 1, the approved Contractor Compensation for annual rate adjustments, not including extraordinary rate adjustments, shall be the percentage change in the Consumer Price Index for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City Average, not seasonally adjusted ("CPI"), plus one percent (1%) (i.e., "CPI+1"). If the index provided herein is discontinued, the index will default to the Consumer Price Index for All Urban Consumers (CUUR0000SAOLIE), U.S. City Average, not seasonally adjusted.

Nothing contained herein concerning the City's participation in selecting an alternative index shall be viewed as action by the City to establish or set rates as authorized by this Agreement.

SECTION 11. MAXIMUM RATES

Exhibit 1 of the Agreement is hereby deleted and replaced in its entirety with a revised Exhibit 1 provided in **Attachment 1** of this Amendment, attached hereto. The rates specified in Exhibit 1 shall take apply as of the Effective Date of this Amendment. For the Rate Year beginning January 1, 2023 and each of the next four (4) Rate Years through and including the Rate Year beginning January 1, 2027, all then-existing rates for services provided to Residential Customers shall be increased four percent (4%) each Rate Year beginning January 1. The foregoing rate adjustments shall be in addition to any other rate adjustment permitted in accordance with Sections 6.3, 6.4, or 6.5 of the Agreement, as applicable.

SECTION 12. FORBEARANCE

City acknowledges that Contractor has agreed to forbear rate adjustments that would otherwise be due to Contractor in consideration of revised terms and conditions of the Agreement as specified in this Amendment ("Amendment Forbearance"). In the event that City publishes to Contractor any notice evidencing the intent to terminate the Agreement, inclusive but not limited to any Notice of Effective Wind-Down, the following shall apply: (i) the Franchise Fee Amount specified in Section 3.2 shall equal to twelve percent (12%) of the Gross Receipts received by Contractor for the remaining term of the Agreement; (ii) rate adjustments specified in Sections 6.3 and 6.4 of this Agreement and Section 10 of this Amendment shall be effective September 1 of the year the City issues notice of intent to terminate, and to the extent applicable, annually thereafter on September 1; and (iii) "Rate Year" shall mean the period September 1 to August 31, for each remaining year during the Term of this Agreement.

SECTION 13. EFFECT

Except as set forth herein, the remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall apply.

SECTION 14. DUE EXECUTION

The person(s) executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party; (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment; and (iv) entering into this Amendment does not violate any provision of any other agreement or law to which said party is bound.

SECTION 15. COUNTERPARTS

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

[Signature page follows]

Attachment 1 of Amendment No. 2

CONTRACT EXHIBIT 1

(MAXIMUM RATES)

MAXIMUM RATES
Jan 1, 2022 through Dec 31, 2022

Monthly Residential Cart Service Rates*			
Standard Service includes one refuse, one or more recycling, and up to two green waste carts.			
Cart Size:			96-Gallon
Standard Service - based upon refuse cart size			\$21.35
Senior Rate (1)			\$5.58
Additional Refuse Cart - above one			\$8.61
Additional Recycling Cart			\$0.00
Each Green Waste Cart - above two	\$6.37 any size		
Other Residential Cart Rates and Services* (Charged in Addition to Monthly Cart Service Rates)			
Walk-Out Service - authorized disabled customers			No Charge
Additional Special Overage Pickup for Automated Cart Customers (in excess of two pickups per year)			\$7.65 per pickup
Cart Exchange (in excess of free exchanges to be provided under Section 4.5.1.1)			\$21.67 per exchange

*Including all City fees.

(1) Senior rate includes on 32-gallon refuse cart, plus one recycling and one green waste cart (any size recycling or green waste cart). The senior rate shall be made available to qualified senior citizen customers. The qualification criteria is set forth on the City's "Reduced Disposal Fees Application Form", as it now exists or may subsequently be amended.

MAXIMUM RATES
Jan 1, 2022 through Dec 31, 2022

Monthly Bin and Commercial Cart Rates*							
Container Size	Pickups per week						
	1	2	3	4	5	6	7
<u>Refuse/Organic</u>							
Commercial cart	\$70.22	\$113.59	\$159.02	\$204.45	\$247.82	N/A	N/A
1 yard bin	\$117.71	\$179.66	\$270.54	\$344.88	\$421.29	\$497.70	\$590.63
2 yard bin	\$138.36	\$229.23	\$318.04	\$406.83	\$497.70	\$586.50	\$698.02
3 yard bin	\$206.52	\$313.90	\$425.42	\$536.94	\$664.97	\$762.04	\$881.82
4 yard bin	\$251.95	\$369.66	\$487.38	\$605.09	\$722.80	\$840.51	\$989.21
6 yard bin	\$371.72	\$582.37	\$766.17	\$945.83	\$1,168.87	\$1,350.61	\$1,575.71
3 yard compactor(1)	\$413.03	\$627.81	\$850.85	\$1,073.87	\$1,329.96	\$1,524.08	\$1,763.64
4 yard compactor(1)	\$503.90	\$739.33	\$974.75	\$1,210.18	\$1,445.60	\$1,681.03	\$1,978.41
<u>Recycling</u>							
Cart - any size	\$15.42	\$23.12	\$30.83	\$35.97	\$43.68	N/A	N/A
3 yard bin	\$95.06	\$141.31	\$187.54	\$231.22	\$274.90	\$318.57	\$372.53
Locking Bin Service	\$8.36	\$12.54	\$16.72	\$20.90	\$25.08	\$29.26	\$33.44

*Including all City fees.

(1) Rates are for servicing compactor.

MAXIMUM RATES
Jan 1, 2022 through Dec 31, 2022

Roll-Off Box Charges	Rate*
<u>Roll-Off Box Service</u> - includes delivery, 7-day rental, pickup and processing/disposal.	
- Standard roll-off box - any size - Residential (1)	\$849.47
- Standard roll-off box - any size - Commercial (1)	\$900.15
- Compactor roll-off box - 40 cubic yard (2)	\$1,075.22
- Standard roll-off box for clean dirt - 10 cubic yard (3)	\$551.15
<u>Additional Roll-Off Box Fees</u>	
- Per Ton Rates - for each ton over seven tons/load for standard roll-off, or over nine tons for compactor roll-off	\$73.14
- Per day rental after 7 days without a pull	\$20.90
- Dry Run (Dead Run)/Redelivery/Return Trip (Go Back)/Relocation Fee	\$104.49

*Including all City fees.

(1) Standard roll-off box includes disposal/processing up to 7 tons.

(2) Compactor roll-off box includes disposal/processing up to 9 tons.

(3) Standard roll-off box for clean dirt includes disposal/processing up to 10 tons.

MAXIMUM RATES
Jan 1, 2022 through Dec 31, 2022

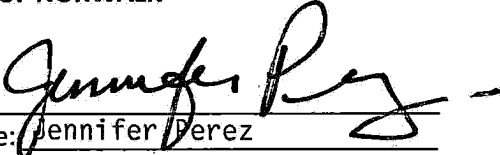
Additional Service Charges	Rate Per Service*
Commercial Bulky Item Pickup, and Residential Bulky Item Pickup Above Section 4.1.12 allocation:	
- 1 to 2 items	\$31.35 / pickup
- 3 to 5 items	\$66.87 / pickup
- 6 to 10 items	\$130.61 / pickup
- 11 to 20 items	\$261.22 / pickup
Extra Dump Charge (for all bin sizes)	\$47.02 / pickup
Bin Return Trip (Go-Back) / Dry Run Fee (Dead-Run)	\$52.24
Bin Cleaning (over once per year)	\$52.24
Over-Loaded Bin Service Fee	\$52.24
3-Yard Temporary Bin	
- Per dump (delivery, disposal and 7-day rental included)	\$143.83
- Extra dump	\$82.97
Emergency Service Rates - one crew and one collection truck (disposal at actual cost).	\$104.49 / hour
Sunday Bin Service- Per Bin	\$100.00
Organic Contamination Fees- Per Occurance	\$50.00
Declined Payment (Any Reason)	\$30.00
Stop Service	\$30.00
Resume Service	\$30.00
Bin Scout or Push-Out (Per Bin per Frequency)	\$12.00
Bin container Size exchange	\$75.00

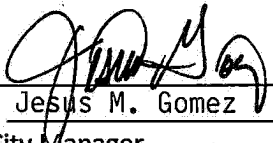
Roll-Off Same Day Expedited Request	\$50.00
Residential extra pick up	\$25.00
Residential Go-Back or Dead-Run	\$25.00
Bin Re-Delivery Fee	\$35.00
Bin Bring In Fee	\$60.00
Bin Wash-Out/Clean-Out	\$71.00
Bin Lock-Lid Installation (Perm – Per Lock)	\$48.00

*Including all City fees.

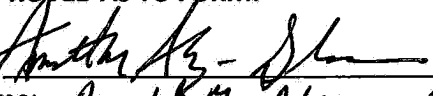
IN WITNESS WHEREOF, City and Contractor have caused this Amendment to be executed and attested by their respective officers hereunto duly authorized as of the day and year first above written.

CITY OF NORWALK

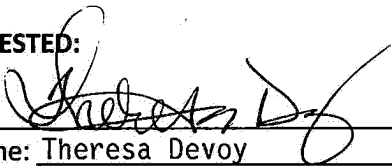
By: 
Name: Jennifer Perez
Title: Mayor
Dated: 10/11/21

By: 
Name: Jesus M. Gomez
Title: City Manager
Dated: 10/12/21


APPROVED AS TO FORM:

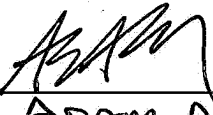
By: 
Name: Arnold M. Alvarez-Glasman
Title: City Attorney
Dated: 9/27/2021

ATTESTED:

By: 
Name: Theresa Devoy
Title: City Clerk
Dated: 10/12/21

**ARAKELIAN ENTERPRISES, INC., DBA
ATHENS SERVICES**

By: 
Name: RON ARAKELIAN III
Title: EXECUTIVE OFFICER
Dated: 10/5/21

By: 
Name: ADAM ARAKELIAN
Title: EXECUTIVE OFFICER
Dated: 10/5/21