

FOURTH AMENDMENT
TO THE AMENDED AND RESTATED
SOLID WASTE REMOVAL AGREEMENT

This Fourth Amendment to the Amended and Restated Solid Waste Removal Agreement (“Amendment”) is dated October 22, 2024, by and between the City of Sierra Madre, a municipal corporation (“City”), and Arakelian Enterprises, Inc. DBA Athens Services, a California Corporation (“Contractor”). City and Contractor may hereinafter be individually referred to as “Party” or collectively as the “Parties.”

RECITALS

A. WHEREAS, City and Contractor amended and restated the terms of a prior agreement pursuant to that certain Amended and Restated Solid Waste Removal Agreement dated February 10, 2013, which was amended by Amendment No. 1 dated August 1 2013, Amendment No. 2 dated November 15, 2017, and Amendment No. 3 dated June 27, 2023 (the “Agreement”);

B. WHEREAS, in connection with the Agreement, the Parties seek to: (i) expand the provision of free bulky item collection for certain multifamily customers; (ii) revise and streamline the annual calculation of maximum service rates; (iii) reduce rates for certain organic waste collection service offerings; (iv) provide a new “Low Income Discount” subject to further development and implementation by the City; (v) designate specific “Hard-to-Handle” areas with the commensurate adjustments to collection services; and (vi) transition commercial accounts in the City to three-container collection service.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

TERMS

1. **Special Residential Services.** Section 6(b)(iv) of the Agreement is hereby deleted in its entirety and replaced with the following:

(iv) **Special Residential Services:**

Bulky Items: On an as-needed, on-call basis, the Contractor will, for collection of Bulky Items, respond to, without charge, (i) up to four (4) requests per year from residential premises of one dwelling unit and (ii) up to two (2) requests per dwelling unit per year from multifamily premises of two or more dwelling units. Each such Bulky Item collection will occur on the regularly scheduled collection day for the premises served and be limited to a maximum volume of approximately three cubic yards or an amount that two persons can load in approximately fifteen (15) minutes. Collections on non-scheduled days or in excess of three cubic yards or in

excess of the allotted amount annually will be charged at the rate specified in Exhibit "A" hereto.

2. **"Hard-to-Handle" Service.** A new Section 6(b)(vi) is hereby added to the Agreement as provided below. A new Exhibit "D" is also hereby added to the Agreement as provided in Attachment 2 to this Amendment, and incorporated herein by reference.

(vi) **Hard-to-Handle (HTH) Service Areas:**

The area identified in Exhibit "D" to this Agreement is hereby designated a "Hard-to-Handle" ("HTH") service area. Notwithstanding any provision in the Agreement to the contrary, Contractor shall provide premises located in this HTH area with "single-pass" collection service whereby all Solid Waste, Recyclable Materials, and Organic Waste shall be collected by a single vehicle pass and transported to a facility for processing.

3. **Commercial Three-Container Collection Service.** Sections 6(a) ("Commercial and/or Industrial Collection"), 6(c) ("Commercial and/or Industrial Recycling"), 6(d) ("Multifamily Complex Recycling"), and 6(f) ("Transition to Commercial Three-Container Collection Service") are hereby deleted in their entirety and replaced with the following:

(a) **Commercial Collection:**

City hereby acknowledges that all Commercial customers must receive Three-Container Collection Service, as specified in Title 8, Chapter 8.14 (Organic Waste Disposal Reduction) of the Sierra Madre Municipal Code. As a default, Commercial customers will receive one 3-cubic yard Refuse bin, one 96-gallon cart for Recyclable Materials, and one 35-gallon cart for Organic Waste. Based on a waste assessment performed by Contractor, Contractor may adjust the applicable default service level to any one of the following Container types: (i) 65-gallon cart; and/or (ii) roll-off container with a capacity of 10 or more cubic yards. Maximum rates for Three-Container Service are those set out in Exhibit "A" to this Agreement. For the avoidance of doubt, Three-Container Collection Service for Commercial customers shall apply to any firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling of five (5) or more residential units, or as otherwise defined in 14 CCR Section 18982(a)(6).

* * *

(c) **Commercial Recycling:**

The Recyclable Materials listed in Exhibit "B" to this Agreement will be the minimum Recyclable Material types to be collected from Commercial customers. Contractor will make reasonable efforts, as determined by the

City Manager, to design custom programs and recycle additional materials where volumes and material value make it practical. A reasonable effort shall mean that at a minimum each Commercial customer not participating in Contractor's recycling program will receive two (2) direct mailings per year. Each mailing will be followed up by a telephone contact by Contractor to confirm that the mailing has been received and to further describe the programs available. Each contact will be documented and the results of each campaign will be summarized for the City. A list of businesses refusing to participate in Contractor's recycling programs will be provided to the City.

(d) **Organic Waste Services; SB 1383 Program:**

No later than July 1, 2023, Contractor will conduct collection, transportation, and processing for source separated Organic Waste generated at all Single Family and Commercial premises. Such service shall be conducted in accordance with Contractor's SB 1383 program specified in Exhibit C attached hereto and incorporated herein by reference.

* * *

(f) **Intentionally omitted.**

4. **Annual Adjustment.** Sections 25(a) and 25(b) of the Agreement are hereby deleted in their entirety and replaced with the following:

(a) **Maximum Rates and Annual Adjustment:**

The rates set forth in Exhibit "A" to the Agreement are the maximum rates that can be charged by Contractor for the services provided under this Agreement. Commencing each January 1, the rates provided in Exhibit "A" shall be automatically adjusted by the Annual Rate Adjustment. Contractor shall notify City of the Annual Rate Adjustment no later than November 1 of each contract year. "Annual Rate Adjustment" means the annual adjustment of the net rates and environmental fees provided in Exhibit "A" by the percentage increase in Trash CPI for the prior 12-month period (September of the prior year to September of the current year). For illustrative purposes only, upon notice provided to City no later than November 1, 2024, for the Annual Rate Adjustment effective January 1, 2025 shall the percentage increase in Trash CPI, comparing the September Trash CPI indices published for September 2023 and 2024, respectively. Notwithstanding the foregoing, nothing contained herein is intended to change the supplemental adjustments specified in paragraph 17 of Amendment No. 3 dated June 27, 2023.

(b) **Intentionally Omitted.**

5. **Low Income Discount.** A new Section 25(f) is hereby added to the Agreement as provided below.

(f) **Low Income Discount:**

City will establish a “Low Income Discount” program for certain customers (“Discount Program”). Such discounts shall be set forth in Exhibit “A” to this Agreement, and reflected on customer invoices issued in accordance with Section 25(e). Contractor will provide to City a monthly invoice of the total amount of billed discounts arising from the Discount Program. Such amounts invoiced to the City shall be reimbursed to Contractor. Reimbursement is payable monthly and due to Contractor no later than thirty (30) days following the end of each month City receives an invoice. If no such payment is received within the time specified herein, Contractor shall automatically offset the reimbursement amount from any amounts owed by Contractor pursuant to Section 4 of this Agreement and each of its subparts. If amounts cannot be offset, interest will accrue on unpaid amounts at the rate specified in Civil Code § 3289. The Discount Program shall expire upon City’s written notice of the termination of the Program.

6. **Maximum Service Rates.** Exhibit “A” of the Agreement shall be deleted in its entirety and replaced with Attachment 1 to this Amendment, and incorporated herein by reference.

7. **SB 1383; Route Reviews.** Section 7 of Exhibit “C” of the Agreement is hereby deleted in their entirety and replaced with the following:

7. Route Reviews. Commencing July 1, 2023, Contractor shall conduct Contractor route reviews for Prohibited Container Contaminants consistent with and as defined in 14 CCR Section 18984.5(b) in a manner deemed safe by Contractor. Containers may be randomly selected along hauler routes. Contractor shall develop a hauler review methodology in compliance with 14 CCR Section 18984.5(b) and submit it to City not more than annually upon the request of City.

8. **Effective Date.** Except as otherwise specified in this Amendment, the Amendment shall be effective as of November 1, 2024, with the same force and effect as if the Amendment had been executed on that date.

9. **Due Execution.** The person(s) executing this Amendment on behalf of a Party hereto warrant(s) that (i) such Party is duly organized and existing; (ii) such person(s) 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 to which said Party is bound.

10. **Entire Amendment.** This Amendment contains the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment.

11. **Full Force and Effect.** Other than as set forth in this Amendment, the terms 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.

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

13. **Severability.** If any term or provision of this Amendment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Amendment shall be valid and be enforced to the fullest extent permitted by law.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth below.

CITY OF SIERRA MADRE

ARAKELIAN ENTERPRISES, INC., a
California corporation


INSERT Kelly Kriebs
Mayor



Ron Arakelian III
Executive Officer

October 22, 2024
Date

3/27/25
Date

ATTEST:



INSERT Laura Aguilar
City Clerk


Adam Arakelian
Executive Officer

October 22, 2024
Date

3/27/25
Date

APPROVED AS TO FORM:


INSERT Mais Alves
Deputy City Attorney

October 29, 2024
Date

[Amendment Attachment 1]

Exhibit A

Maximum Rate Schedule

City of Sierra Madre
Exhibit A: Schedule of Rates
Effective November 1, 2024

Service	New Net Rate	15.00% Franchise Fee ***	10.00% User Utility Tax	Environ- mental Fee	New Gross Total
<u>Residential & Multi-Family with Carts</u>					
35/64/96 Gallon	36.16	5.42	3.62	2.40	47.60
64/64/96 Gallon (* Default Service)	43.03	6.45	4.30	2.40	56.18
96/64/96 Gallon	52.71	7.91	5.27	2.40	68.29
Low Income Discount for 3 Main Residential Services Above (15% Discount)					
Extra 35 Gallon Waste	7.86	1.18	0.79	-	9.83
Extra 64 Gallon Waste	10.87	1.63	1.09	-	13.59
Extra 96 Gallon Waste	14.04	2.11	1.40	-	17.55
Extra 32, 64, or 96 Gallon Recycle	2.70	0.41	0.27	-	3.38
Extra 32, 64, or 96 Gallon Organics	5.12	0.77	0.51	-	6.40
Bear Barrel	7.72	1.16	0.77	-	9.65
Bear Barrel Unlock Svs	8.36	1.25	0.84	-	10.45
Barrel Exchange	32.15	4.82	3.22	-	40.19
Bulky Collection	53.61	8.04	5.36	-	67.01
Extra Pick-up (Waste, Recycle, or Organics)	42.90	6.44	4.29	-	53.63
Replace Barrel	107.19	16.08	10.72	-	133.99
Sharps Collection - 1.5 Quart	85.48	12.82	8.55	-	106.85
Sharps Collection - 1 Gallon	110.63	16.59	11.06	-	138.28
Scout Service	92.61	13.89	9.26	-	115.76
<u>Multi-Family with Bins</u>					
3 Yard 1X (** Default Service)	236.29	35.44	23.63	15.09	310.45
3 Yard 2X	392.04	58.81	39.20	15.09	505.14
3 Yard 3X	580.71	87.11	58.07	15.09	740.98
3 Yard 4X	703.73	105.56	70.37	15.09	894.75
3 Yard 5X	840.82	126.12	84.08	15.09	1,066.11
2 Yard 1X	198.47	29.77	19.85	15.09	263.18
2 Yard 2X	343.50	51.53	34.35	15.09	444.47
2 Yard 3X	488.45	73.27	48.85	15.09	625.66
2 Yard 4X	633.52	95.03	63.35	15.09	806.99
2 Yard 5X	757.05	113.56	75.71	15.09	961.41
<u>Commercial with Bins</u>					
6 Yard 1X	472.53	70.88	47.25	15.09	605.75
6 Yard 2X	784.02	117.60	78.40	15.09	995.11
4 Yard 1X	273.07	40.96	27.31	15.09	356.43
4 Yard 2X	457.91	68.69	45.79	15.09	587.48
4 Yard 3X	675.65	101.35	67.57	15.09	859.66
4 Yard 4X	827.72	124.16	82.77	15.09	1,049.74
4 Yard 5X	993.91	149.09	99.39	15.09	1,257.48
4 Yard 6X	1,160.12	174.02	116.01	15.09	1,465.24
3 Yard 1X (** Default Service)	235.31	35.30	23.53	15.09	309.23
3 Yard 2X	390.99	58.65	39.10	15.09	503.83
3 Yard 3X	579.75	86.96	57.98	15.09	739.78
3 Yard 4X	702.76	105.41	70.28	15.09	893.54
3 Yard 5X	839.88	125.98	83.99	15.09	1,064.94
3 Yard 6X	977.01	146.55	97.70	15.09	1,236.35
2 Yard 1X	197.48	29.62	19.75	15.09	261.94
2 Yard 2X	342.47	51.37	34.25	15.09	443.18
2 Yard 3X	487.48	73.12	48.75	15.09	624.44
2 Yard 4X	632.53	94.88	63.25	15.09	805.75
2 Yard 5X	756.09	113.41	75.61	15.09	960.20
2 Yard 6X	879.58	131.94	87.96	15.09	1,114.57
2 Yard Extra Dump (Perm or Temp)	55.49	8.32	5.55	-	69.36
3 Yard Extra Dump (Perm or Temp)	83.24	12.49	8.32	-	104.05
4 Yard Extra Dump (Perm or Temp)	110.96	16.64	11.10	-	138.70
6 Yard Extra Dump (Perm or Temp)	166.50	24.98	16.65	-	208.13
<u>Commercial with Barrels</u>					
Commercial 35-Gallon Barrel (per barrel per frequency)	48.52	7.28	4.85	2.40	63.05
Commercial Barrel Extra Dump	13.18	1.98	1.32	-	16.48
<u>Roll-off Flat Rate (all accounts)</u>	972.49	145.87	97.25	27.64	1,243.25
<u>Street Sweeping Compensation</u>	13,124.77	-	-	-	13,124.77

* Default Cart Service = 64-gallon rubbish cart, 64-gallon organics cart, 96-gallon recyclables cart

** Default Bin Service = 3-yard rubbish bin, 35-gallon organics cart, 96-gallon recyclables cart

City of Sierra Madre
Exhibit A: Schedule of Rates
Effective November 1, 2024

Service	New Net Rate	15.00% Franchise Fee ***	10.00% User Utility Tax	Environmental Fee	New Gross Total
<u>Organics Services (for all accounts with rubbish bin)</u>					
Primary Organics Barrels (35 or 64 Gallon)					
1X (** Default Service)	81.72	12.26	8.17	-	102.15
2X	143.01	21.45	14.30	-	178.76
3X	204.51	30.68	20.45	-	255.64
4X	265.87	39.88	26.59	-	332.34
5X	327.03	49.05	32.70	-	408.78
6X	389.18	58.38	38.92	-	486.48
Additional Organics Barrels (35 or 64 Gallon)					
1X	69.46	10.42	6.95	-	86.83
2X	121.56	18.23	12.16	-	151.95
3X	173.83	26.07	17.38	-	217.28
4X	225.98	33.90	22.60	-	282.48
5X	277.95	41.69	27.80	-	347.44
6X	330.75	49.61	33.08	-	413.44
Organics Compactor / Haul	334.23	50.13	33.42	-	417.78
Organics Compactor / Disposal Ton	213.35	32.00	21.34	-	266.69
<u>Optional Ancillary Services</u>					
Late Payment (1.5%)	7.47	1.12	0.75	-	9.34
Declined Payment (Any Reason)	37.35	5.60	3.74	-	46.69
Stop Service	37.35	5.60	3.74	-	46.69
Resume Service	37.35	5.60	3.74	-	46.69
Residential Go-Back or Dead-Run	37.35	5.60	3.74	-	46.69
Commercial Go-Back or Dead-Run (Perm or Temp)	54.62	8.19	5.46	-	68.27
Bin Enclosure Clean-Up	39.02	5.85	3.90	-	48.77
Commercial Barrel Overflow (Extra Dump)	13.18	1.98	1.32	-	16.48
Bin Overflow (2 Yd Extra Dump)	55.49	8.32	5.55	-	69.36
Bin Overflow (3 Yd Extra Dump)	83.24	12.49	8.32	-	104.05
Bin Overflow (4 Yd Extra Dump)	110.96	16.64	11.10	-	138.70
Bin Overflow (6 Yd Extra Dump)	166.50	24.98	16.65	-	208.13
Commercial Barrel Overweight (Extra Dump)	13.18	1.98	1.32	-	16.48
Bin Overweight (2 Yd Extra Dump)	55.49	8.32	5.55	-	69.36
Bin Overweight (3 Yd Extra Dump)	83.24	12.49	8.32	-	104.05
Bin Overweight (4 Yd Extra Dump)	110.96	16.64	11.10	-	138.70
Bin Overweight (6 Yd Extra Dump)	166.50	24.98	16.65	-	208.13
Bin or Barrel Scout (Any Material, Per Container Per Frequency)	20.00	3.00	2.00	-	25.00
Bin Exchange	62.44	9.37	6.24	-	78.05
Bin Delivery	62.44	9.37	6.24	-	78.05
Bin Bring-In	62.44	9.37	6.24	-	78.05
Bin Wash-Out	78.04	11.71	7.80	-	97.55
Bin Lock Installation	39.02	5.85	3.90	-	48.77
Bin Lock (Per Bin Per Frequency)	12.51	1.88	1.25	-	15.64
Temporary Bin - Per Week	210.39	31.56	21.04	-	262.99
Temporary Bin - Demurrage / Day	7.81	1.17	0.78	-	9.76
Bin Exchange with Metal Lids	226.91	34.04	22.69	-	283.64
Bin Custom Fabrication / Yard	302.54	45.38	30.25	-	378.17
Commercial Bulky Items - First Item or Dead-Run	37.82	5.67	3.78	-	47.27
Commercial Bulky Items - Each Additional Item	22.69	3.40	2.27	-	28.36
Commercial Bin Rental - On-Call Service	151.26	22.69	15.13	-	189.08
Temporary Bin - Add Lock (One Time)	39.02	5.85	3.90	-	48.77
Temporary Bin - Lock Service (Each Service)	12.51	1.88	1.25	-	15.64
Temporary Bin - Per Week with Scout	257.22	38.58	25.72	-	321.52
Commercial or Residential Cart Delivery	33.59	5.04	3.36	-	41.99
Commercial or Residential Cart Bring-In	33.59	5.04	3.36	-	41.99
Commercial or Residential Cart Wash-Out	33.59	5.04	3.36	-	41.99
Roll-Off Compactor Rental	831.97	124.60	83.20	-	1,039.97
Roll-Off Compactor Wash-Out	340.34	51.05	34.03	-	425.42
Roll-Off Roll-Top Rental	75.65	11.35	7.57	-	94.57
Roll-Off Plastic Liner	52.96	7.94	5.30	-	66.20
Roll-Off Relocation	189.08	28.36	18.91	-	236.35
Roll-Off Go-Back or Dead-Run	189.08	28.36	18.91	-	236.35
Roll-Off Demurrage/Day (No Dumps in 30 Days)	18.15	2.72	1.82	-	22.69
Roll-Off Overweight Charge (Per Occurrence)	151.26	22.69	15.13	-	189.08
Roll-Off "Rocket-Launcher" per Hour (4 Hour Minimum)	204.22	30.63	20.42	-	255.27
Roll-Off Same Day Expedited Request	113.44	17.02	11.34	-	141.80
Storage Box Rental	264.72	39.71	26.47	-	330.90
Storage Box Delivery/Removal (Each Way)	189.08	28.36	18.91	-	236.35
Recycling or Organic Container Contamination (Per Occurrence)	36.20	5.43	3.62	-	45.25
Stand-By Time (Each Portion of 15 Minutes)	52.96	7.94	5.30	-	66.20

*** Franchise Fees are calculated at 15% of New Net Rate

[Amendment Attachment 2]

Exhibit D

**Hard-to-Handle Service Areas
(Highlighted in Yellow)**

