

**FIRST AMENDMENT  
TO AMENDED AND RESTATED  
SOLID WASTE REMOVAL AGREEMENT**

This First Amendment to the Amended and Restated Solid Waste Removal Agreement (this "Amendment"), effective as of August 1, 2013, is made and entered into by and between the City of Sierra Madre, municipal corporation ("City") and Arakelian Enterprises, Inc., a California Corporation dba Athens Services ("Contractor").

**WHEREAS**, City and USA Waste of California, Inc. entered into that certain "Solid Waste Removal Contract, August 2001" (the "Prior Agreement") on August 10, 2001, and Contractor became a party to the Prior Agreement by virtue of an assignment from USA Waste dated February 10, 2003; and

**WHEREAS**, City and Contractor amended and restated the terms of the Prior Agreement pursuant to that certain "Amended and Restated Solid Waste Removal Agreement" dated as of February 1, 2010 (the "Agreement"); and

**WHEREAS**, City and Contractor desire to revise certain terms and provisions of the Agreement;

**NOW, THEREFORE**, based on the recitals set forth above and in consideration of the mutual covenants and agreements herein contained, City and Contractor do hereby agree as follows:

**SECTION 1. ONE-TIME CONTRIBUTION TO CITY**

As part of the consideration for the terms of this Amendment, Contractor agrees to the following one-time contributions to City:

(a) Contractor will pay to City a one-time payment of \$100,000, to be used as the City sees fit. Such payment will be deposited in the City's general fund within (5) business days after the execution of this Amendment.

(b) Contractor will purchase on behalf of City up to fifteen dog waste stations. City will be responsible for installing such dog waste stations at locations to be determined by City. Contractor will also provide the City, on a quarterly basis, bags for the dog waste stations in quantities sufficient to meet actual usage for the dog waste stations provided.

**SECTION 2. TERM OF THE AGREEMENT**

Section 5 of the Agreement is hereby amended in its entirety to read as follows:

**"5. Term:** The Term of this Agreement shall be for twenty-five (25) years, commencing on July 23, 2013 and expiring on July 23, 2038; provided, however, that commencing on the first anniversary date of July 23, 2014 and on each anniversary date

thereafter (each, an “Anniversary Date”), a one-year extension shall be applied to said Agreement so that the Term of the Agreement shall remain twenty-five (25) years.

Notwithstanding the foregoing, should either party desire that said one-year renewal and extension provision be terminated, such party may give the other written notice of intent to terminate at least ninety (90) days prior to any Anniversary Date of any year during which this Agreement is in full force and effect and written notice of termination at least sixty (60) days prior to any such Anniversary Date.

During the thirty (30) day period following the delivery of a notice of intent to terminate, the parties shall meet and confer at the request of either party. If a notice of termination is given by the City, the Contractor’s annual payment obligation set forth in Section 10(g) hereof as well as Contractor’s sidewalk cleaning obligation set forth in Section 33 hereof each shall terminate immediately and the one-year renewal and extension provision shall be terminated on the applicable Anniversary Date. Once the one-year renewal and extension provision is terminated, the remaining Term of this Agreement shall be twenty-five (25) years from the date of termination, and the Term of this Agreement shall accordingly wind down from such date. All other aspects of this Agreement shall remain in full force and effect during the wind down period.”

### **SECTION 3. BEAR RESISTANT CONTAINERS**

A new Section 6(b)(v) shall be added to the Agreement to read as follows:

#### **“(v) BEAR RESISTANT SOLID WASTE CONTAINERS:**

Contractor shall provide each Residential Customer an election to receive Residential Bear Resistant Solid Waste Containers in lieu of regular Mechanized Waste Containers for an additional fee as set forth on Exhibit A hereto. "Residential Bear Resistant Solid Waste Container" shall mean a 90-gallon, covered, wheeled container with a bear-resistant latching lid and steel reinforcement, to be used for the temporary accumulation of Solid Waste at Residential Premises and suitable for automated collection as part of Residential Collection Service set forth in this Section 5(b). Contractor may require that Residential Customers requesting Residential Bear Resistant Solid Waste Containers sign a service agreement of not more than thirty-six (36) months prior to Container delivery. Contractor shall offer a thirty (30) day return and cancellation policy from the date of Container delivery.”

### **SECTION 4. COMMUNITY SERVICE**

A new Section 10(g) shall be added to the Agreement to read as follows:

“(g) Unless the renewal and extension provision is terminated pursuant to Section 5 hereof, beginning in 2013, Contractor shall make an annual payment to the City’s general fund to support the community in the amount of Eighteen

Thousand Five Hundred Dollars (\$18,500), increased annually by CPI, to be used as the City sees fit.”

## **SECTION 5. FAITHFUL PERFORMANCE BOND**

Section 21 of the Agreement is hereby amended in its entirety to read as follows:

**“21. FAITHFUL PERFORMANCE BOND:** Contractor shall furnish to City and shall file with the City Clerk a corporate surety bond or letter of credit approved by the City Manager and approved as to form by the City Attorney, executed by Contractor as principal and by a corporate surety as surety, in the sum of One Hundred Thousand Dollars (\$100,000), conditioned upon the faithful performance by Contractor.”

## **SECTION 6. SIDEWALK CLEANING SERVICE**

A new Section 33 shall be added to the Agreement to read as follows:

**“33. SIDEWALK CLEANING SERVICE:** Unless the renewal and extension provision is terminated pursuant to Section 5 hereof, Contractor shall provide complimentary pressure washing of sidewalks twice per month in the commercial districts on the following streets within the City: (a) on the south side of West Sierra Madre Boulevard, from Baldwin Avenue to Hermosa Avenue and from 322 to Lima Street; (b) on the north side of West Sierra Madre Boulevard, from Kersting Court to Auburn Avenue, 181-185 and the northwest corner of the intersection of Sierra Madre Boulevard and Lima Street; (c) on the northwest side of Kersting Court, from Baldwin Avenue to Sierra Madre Boulevard; (d) on the east side of North Baldwin Avenue from Sierra Madre Boulevard to East Montecito Avenue; (e) on the west side of North Baldwin Avenue, from Kersting Court to West Montecito Avenue; (f) on the west side of South Baldwin, from the Post Office to Sierra Madre Boulevard; and (g) on the east side of South Baldwin from Suffolk Avenue to Sierra Madre Boulevard.”

## **SECTION 7. SHARPS COLLECTION PROGRAM**

A new Section 34 shall be added to the Agreement to read as follows:

**“34. SHARPS COLLECTION:** Within one week of request from a Residential Customer and for the fee set forth on Exhibit A hereto, Contractor will provide customer at that customer’s Residential Premise a sharps and needles mail-in disposal kit for discard of sharps and needles in accordance with applicable laws. Each sharps and needles disposal kit will include a government-approved plastic container specially designed for sharps and needles waste, a mail back shipping box and pre-addressed shipping labels.”

## **SECTION 8. MAXIMUM RATE SCHEDULE**

Exhibit "A" of the Agreement shall be deleted in its entirety and replaced with Exhibit "A" attached to this Amendment.

## **SECTION 9. EFFECT OF AMENDMENT**

Except as modified herein, either expressly or by necessary implication, the terms and conditions of the Agreement shall remain in full force and effect.

## **SECTION 10. GOVERNING LAW**

This Amendment shall be governed by, and construed, interpreted and enforced in accordance with, the internal laws of the State of California without regard to conflict of laws principles.

[Signature page follows.]

IN WITNESS WHEREOF, City and Contractor have caused this Amendment to be executed and attested by their respective officers hereunto duly authorized.

**CITY OF SIERRA MADRE**

By: \_\_\_\_\_

Elaine Aguilar  
City Manager

Dated: \_\_\_\_\_

9/16/13

**ARAKELIAN ENTERPRISES  
INC. dba ATHENS SERVICES**

By: \_\_\_\_\_

Ron Arakelian, Jr.  
Chairman of the Board

By: \_\_\_\_\_

Michael Arakelian  
Secretary of the Board

Dated: \_\_\_\_\_

9/13/13

ATTEST:

By: \_\_\_\_\_

Nancy Sue Schollenberger  
City Clerk

Dated: \_\_\_\_\_

9/12/13

APPROVED AS TO FORM:

By: \_\_\_\_\_

Anna L. Hoffmann  
City Attorney

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number 1056599 effective February 1, 2016 issued by the THE HANOVER INSURANCE COMPANY in the amount of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on behalf ARAKELIAN ENTERPRISES INC. DBA ATHENS SERVICES as Principal, and in favor of the CITY OF SIERRA MADRE as Obligee:

NOW Therefore, it is agreed that the purpose of this rider is to:

**DECREASE THE BOND AMOUNT:**

**FROM: ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)**

**TO: ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**

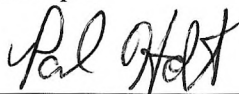
It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 30<sup>TH</sup> day of NOVEMBER, 2020

Signed, sealed and dated this 30<sup>TH</sup> day of NOVEMBER, 2020

**ARAKELIAN ENTERPRISES INC. DBA  
ATHENS SERVICES**

Principal



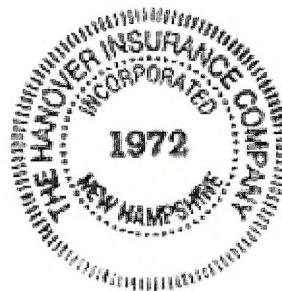
**THE HANOVER INSURANCE  
COMPANY**

Surety



JENNIFER OCHS,

Attorney-in-Fact



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Timothy Noonan, Dennis Langer, Janina Monroe, Adriana Valenzuela, Jennifer Ochs and/or Paul Boucher**

Of Lockton Companies, LLC, Los Angeles, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance**

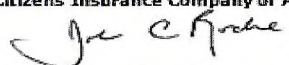
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

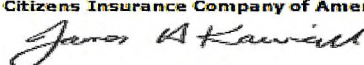
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 11<sup>th</sup> day of March, 2020.

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

  
John C. Roche, EVP and President

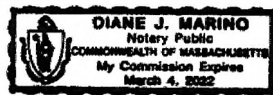


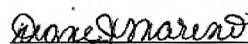
The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

  
James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 11<sup>th</sup> day of March, 2020 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

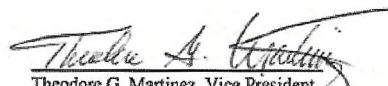


  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 30<sup>TH</sup> day of NOVEMBER 2020

**CERTIFIED COPY**

  
Theodore G. Martinez, Vice President

**CIVIL CODE § 1189**

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## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

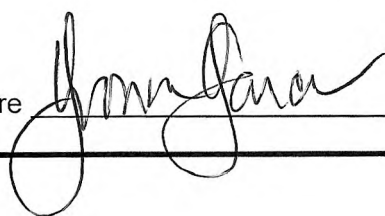
On December 7, 2020 before me, Yvonne Garcia, Notary Public  
(insert name and title of the officer)

personally appeared Paul Holt  
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.

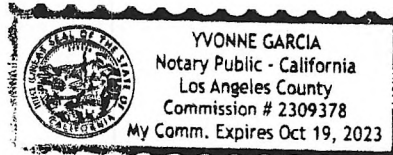
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**CONTINUATION  
CERTIFICATE**

**THE HANOVER INSURANCE COMPANY**, Surety upon

a certain Bond No. 1056599

dated effective FEBRUARY 1, 2017  
(MONTH-DAY-YEAR)

on behalf of ARAKELIAN ENTERPRISES, INC. dba ATHENS SERVICES  
(PRINCIPAL)

and in favor of CITY OF SIERRA MADRE  
(OBLIGEE)

does hereby continue said bond in force for the further period

Beginning on FEBRUARY 1, 2018  
(MONTH-DAY-YEAR)

and ending on JANUARY 31, 2019  
(MONTH-DAY-YEAR)

Amount of bond \$1,000,000.00

Description of Bond ANNUAL PERFORMANCE BOND

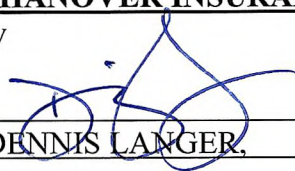
**PROVIDED:** That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on December 19, 2017  
(MONTH-DAY-YEAR)

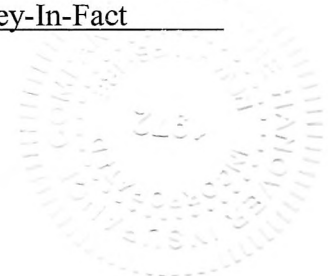
**THE HANOVER INSURANCE COMPANY**

Surety

By

  
DENNIS LANGER,

Attorney-In-Fact



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES )

On DECEMBER 19, 2017 before me, JENNIFER OCHS, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer  
personally appeared DENNIS LANGER  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x) on the instrument the person(x), or the entity upon behalf of which the person(x) 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 Jennifer Ochs  
Signature of Notary Public  
JENNIFER OCHS, NOTARY PUBLIC

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: CONTINUATION CERTIFICATE Document Date: DECEMBER 19, 2017  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: DENNIS LANGER  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☒ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWERS OF ATTORNEY  
CERTIFIED COPY**

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Timothy Noonan, Dennis Langer, Janina Monroe and/or Paul Boucher**

of **Los Angeles, CA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

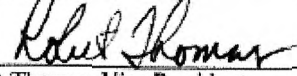
and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **19th** day of **March 2012**.



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

  
Robert Thomas, Vice President

  
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this **19th** day of **March 2012** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



**BARBARA A. GARLICK**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018



Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

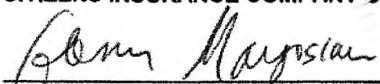
I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 19th day of December 2017.

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

  
Glenn Margosian, Vice President