

AMENDMENT No. 1 TO FRANCHISE AGREEMENT

This Amendment No. 1 to Franchise Agreement (this "Amendment") is made and entered into as of July 5, 2022 between the City of Dixon, a municipal corporation ("City"), and Recology Dixon, a California corporation ("Contractor"). City and Contractor shall be referred to herein individually as a "Party" and collectively the "Parties". There are no other parties to this Agreement.

RECITALS

WHEREAS, in September 2016 State Senate Bill 1383 (SB 1383) was signed into law establishing methane emissions reduction targets representing the next step in California's environmental protection strategy; and

WHEREAS, SB1383 sets forth organics and recycling compliance mandates and requires jurisdictions to adopt municipal ordinances which are designed to progressively achieve California's goal of 75% recycling, composting or source reduction of solid waste by 2025; and

WHEREAS, City's restated existing agreement with Contractor for an exclusive Franchise Agreement to collect and dispose of Solid Waste (the "Franchise Agreement"), which became effective as of July 1, 2009 does not include SB 1383 program directives; and

WHEREAS, the Parties wish to amend the Franchise Agreement as set forth herein;

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals

The recitals set forth above are incorporated herein by this reference and made a part of this Amendment. In the event of any inconsistencies between the recitals and section 1 through 18 of this Amendment, sections 1 through 18 will prevail.

2. Effect of Original Agreement

Except as otherwise provided herein, all provisions, defined terms, and obligations in the Franchise Agreement remain in full force and effect. The Parties agree that they continue to be bound by all terms of the Agreement except as modified by this Amendment. All capitalized terms used in Amendment, which are not otherwise defined in this Amendment, shall have the meanings given to such terms in the Agreement.

3. Effective Date

This Amendment No. 1 shall become effective on July 5, 2022.

4. Definitions

The Franchise Agreement is hereby amended to add or replace, as applicable, the following definitions:

- a) "Agreement Administrator" means Dixon's Public Works Director or such officer's designee.
- b) "Applicable Law" means all laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any federal, state or local governmental agency having jurisdiction over the Collection and Disposal of Garbage, Recyclable Materials, Organic Waste, or Construction and Demolition Debris.
- c) "Collection" means to take physical possession of solid waste, at, and remove from, the place of generation for transport to a solid waste facility or other recovery activity.
- d) "Collection Service" means collection of solid waste originating in the City, by Contractor under this Franchise Agreement. The following are subsets of Collection Service:
 - i. "City Collection Service" means Collection Service provided to City Service Units. City Collection Service includes City Garbage Collection Service, City Organic Waste Collection Service, and City Recycling Service.
 - ii. "Commercial Collection Service" means Collection Service provided to Commercial Service Units. Commercial Collection Service includes Commercial Garbage Collection Service, Commercial Organic Waste Collection Service, and Commercial Recycling Service.
 - iii. "Residential Collection Service" means Collection Service provided to Residential Service Units. Residential Collection Service includes Residential Garbage Collection Service, Residential Organic Waste Collection Service, and Residential Recycling Service.
- e) "Container" means any Bin, Box, or Cart used for the purpose of holding Solid Waste for Collection.
 - i. "Bin" means a metal or plastic container, a hinged lid, and a capacity of one (1) to six (6) cubic yards of materials when the lid is properly closed, and that is designed to be mechanically serviced by a commercial front-end loader vehicle. A Bin is a type of Collection Container.
 - ii. "Cart" means a heavy plastic container having wheels, a hinged lid, and a rated capacity of thirty-two (32) to ninety-six (96) gallons of materials when the lid is properly closed. A Cart is a type of Collection Container.
 - iii. Debris Box means any twenty (20) to forty (40) cubic yard container, or any compactor provided by a solid waste generator, placed in the public right-of-way, on city property, private property, or elsewhere in the Service Area, which is procured by a Service Recipient for their use in the Collection of their Solid Waste. Debris boxes are serviced by means of lifting the entire container, including all contents, onto a designated collection vehicle.
 - iv. "Contaminant" means any material or substance placed into or found in a Collection Container other than the type of Source Separated material for which that Collection Container is intended or reserved. For example, anything that is not Recyclable Materials is a Contaminant if placed into or found in a Recyclable Materials Collection Container. Similarly, anything that is not Organic Waste is a Contaminant if place into or found in an Organic Waste Collection Container.

- f) "Contractor" means Recology Dixon.
- g) "Disposal" means the final disposition of Solid Waste at a Solid Waste facility permitted for disposal.
- h) "Diversion" means programs and activities that reduce or eliminate the Disposal of Solid Waste in landfills, which can include source reduction, reuse, salvage, recycling, and composting.
- i) "Food Waste" means all organic materials originally acquired for animal or human consumption. Food Waste includes, but is not limited to: vegetable waste, fruit waste, grain waste, dairy waste, meat waste, fish waste, and Food-Soiled Paper. Food Waste is a subset of Organic Waste.
- j) "Franchise Agreement" means the Franchise Agreement with the effective date of July 1, 2009, together with this Amendment,
- k) "Green Waste" means organic and biodegradable materials such as leaves, grass, weeds, pruning waste, and wood materials from trees and shrubs, excluding painted or treated wood and Food Waste, and provided that larger items such as tree stumps and dead trees are treated as Bulky Items. Green Waste is a subset of Organic Waste.
- l) "Hauler Route" means the designated weekly itinerary or sequence of stops scheduled to be performed by one collection vehicle providing regularly scheduled Cart or Bin collection services for Garbage, Recyclable Material or Organic Waste within the Service Area
- m) "Kitchen Food Pail" A plastic receptacle with a rated capacity not exceeding two and one-half (2.5) gallons, having a hinged lid, suitable for use in a SFD Service Unit for temporary storage of SFD Organic Waste that is approved for such purpose by Agreement Administrator.
- n) "Prohibited Container Contaminants" means any of the following:
 - i. Discarded materials placed in the designated recyclables container that are not identified as acceptable source separated recyclables for the City's designated recyclables collection container.
 - ii. Discarded materials placed in the designated organic materials collection container that are not identified as acceptable source separated organic materials for the City's designated organic materials collection container;
 - iii. Discarded materials placed in the garbage container that are acceptable source separated recyclables and/or source separated organic materials to be placed in City's designated organic materials collection container and/or designated recyclables collection container, and
 - iv. Exempt waste placed in any container.
- o) "Route Review" means a visual inspection of Containers along a Hauler Route for the purpose of identifying Prohibited Container Contaminants.
- p) "SB 1383" means State of California Senate Bill 1383 Short-lived Climate Pollutants: Organic Waste Reductions, approved September 19, 2016
- q) "Service Area" means everywhere within the physical boundaries of the City unless expressly excluded by the City in writing.

- r) "Service Recipient" means an individual or entity receiving Collection Services.
- s) "Service Unit" means a single subscriber to Contractor's Collection Services. SFD Service Units, MFD Service Units, City Service Units, or Commercial Service Units. Service Units specifically includes the following:
 - i. "City Service Unit" include City facility(ies) that use a Collection Container(s) for the accumulation and set-out of Solid Waste. City Service Units are the properties, buildings, or other sites that the City occupies set forth in EXHIBIT D and may be modified by written notice to Contractor by the City.
 - ii. "Commercial Service Unit" include all retail, professional, wholesale, and industrial facilities, and other commercial enterprises offering goods or services to the public that utilize a Collection Container(s) for the accumulation and set-out of Commercial Solid Waste.
 - iii. "MFD Service Unit" include any residential premises, other than a single-family premises, with five (5) or more dwelling units used for residential purposes (regardless of whether residence therein is temporary or permanent), including such premises when combined in the same building with commercial establishments, that receive centralized, shared, collection service for all units on the premises. Service Recipients residing in townhouses, mobile homes, condominiums, or other structures with four (4) or fewer dwelling units who receive individual service and are billed separately may not be considered multi-family. Collection services are provided with commercial bins unless mutually agreed upon between property owner and Contractor. Billing will be by consolidated bill to the property owner.
 - iv. "SFD Service Unit" include any Single-Family Dwelling Unit in the Service Area utilizing a Cart, or MFD Service Units with four (4) or fewer dwelling unit served by Carts, for the accumulation and set out of Residential Solid Waste.
- t) "Solid Waste" has the same meaning as defined in Public Resources Code Section 40191, which defines solid waste as all putrescible and nonputrescible solid and semisolid wastes, including garbage, recyclable materials, organic materials, demolition and construction wastes, bulky waste, discarded home and industrial appliances, manure, vegetable or animal solid or semisolid wastes, and other discarded solid and semisolid wastes with the exception that Solid Waste does not include any of the following wastes: (1) Hazardous waste, as defined in the Public Resources Code Section 40141, (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code) and (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the Public Resources Code. Recyclable materials and organic materials are a part of solid waste. The following are subsets of Solid Waste:

- i. Construction and Demolition Debris or "C&D" means used or discarded materials resulting from construction, renovation, remodeling, repair, demolition, excavation or construction clean-up operations on any pavement or structure.
 - ii. "Exempt waste" means biohazardous or biomedical waste, hazardous waste, medical waste, regulated radioactive waste, waste that is volatile, corrosive, or infectious, waste treatment or processing sludge, contaminated soil and dirt, contaminated concrete, contaminated asphalt, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, any matter or materials which are not acceptable for disposal at a solid waste landfill as defined in AB 939 and subsequent legislation, and those wastes under the control of the Nuclear Regulatory Commission.
 - iii. "Garbage" means all non-recyclable packaging and other waste attributed to normal activities of a service unit. Garbage must be generated by and at the service unit wherein the Garbage is collected. Garbage does not include Recyclable materials or Organic materials that have been Source Separated by the Service Unit, debris from construction and demolition, large items, e-waste, universal waste, hazardous waste, household hazardous waste or Exempt Waste.
 - iv. "Organic material" or "organic waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food waste, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). For the purposes of this Agreement, Organic Waste means a commingled stream of Food Waste, and/or Green Waste that can be placed in an Organic Waste Container that is specifically intended for the separate Collection of Organic Waste by the Contractor.
 - v. "Recyclable materials" means any material designated to be separated from the waste stream for purposes of recycling. This designation shall be made by the city and the authorized collector based on good public practice, ability to receive an acceptable economic return, and feasibility of separating the material from the waste stream at the point of collection. Recyclable materials are currently limited to glass bottles; glass jars; junk mail; chipboard; tin cans; bi-metal cans; aluminum cans; newspaper; magazines; corrugated cardboard; and #1 - #7 narrow neck plastic bottles and jugs.
- u) "Source separate" means the process of removing Recyclable Materials and Organic Materials from Solid Waste at the place of generation, prior to Collection, and placing such materials into separate Containers designated for Recyclable Materials and Organic Materials, or as otherwise defined in 14 CCR Section 17402.5(b)(4).

5. Term

The Agreement is hereby amended to replace Section 2 with the following:

2. Term. The Contractor hereby covenants and agrees to collect, transport, and dispose of garbage, refuse, rubbish and solid waste accumulated by the inhabitants and businesses of the City, and perform related services in accordance with Chapter 9.06 Solid Waste of the Dixon City Code, the Laws of the State of California, and the Ordinances of the County of Solano, for an Initial Term commencing on July 5, 2022, to and including July 4, 2032. This Agreement may be extended by mutual agreement of the parties for up to two additional five (5) year terms for a total Term that expires July 4, 2042. If the City desires to extend the Agreement, the City shall provide Contractor with a written offer to extend the Agreement at least one (1) year before the expiration of the Initial Term and at least six (6) months before the expiration of any extended term. Such offer by the City shall specify the duration of the extension. Contractor shall respond to City's offer within thirty (30) days stating in writing whether it accepts or declines City's offer.

6. Basic Services

The Agreement is hereby amended to replace Section 3 with the following:

3. Basic Services. No later than October 1, 2022, Contractor shall provide Collection Service to all Service Units in the Service Area in accordance with this Section 3.

- (a) **Bundled Residential Cart Service.** Contractor shall provide Residential Collection Service to all SFD Service Units in the Service Area and all MFD Service Units subscribed to Cart Collection Service. Contractor will provide a weekly bundled Solid Waste Collection Service system with one 96-Gallon Garbage Cart, one 96-Gallon Recycling Cart, and one 96-Gallon Organic Waste Cart as the base Solid Waste Collection Service. Garbage, Recycling, and/or Organic Waste Carts with a capacity of 32-Gallon may be requested by Service Recipient. Service Recipients may request additional carts in excess of the base Solid Waste Collection Service be provided at the applicable rates listed on Exhibit C.
- (b) **Bundled Commercial Service.** Contractor shall provide Commercial Collection Service to all Commercial Service Units Service Units in the Service Area, including all MFD Service Units subscribed to Bin Collection Service, whose Garbage, Recyclable Materials and Organic Waste are properly containerized in Containers as appropriate where the Containers are accessible as set forth in Section 6(b) For the Commercial Collection Service, Contractor shall provide the Commercial Service Recipient with Garbage Containers at sizes and frequencies as requested, and 96-gallon Recyclable Materials Cart, and one 64-Gallon Organic Waste Cart as part of the base bundled Commercial Collection Service. Additional services may be requested by the Commercial Service Recipient and Contractor shall be entitled to charge Commercial Service Recipients an additional fee for Garbage Collection Service provided more frequently than once per week as set forth on Exhibit C. To be exempted from Commercial Recycling Service or Commercial Organic Waste Collection Service, Service Recipient must have been granted a waiver by City to exempt such Service Recipient from the requirement to subscribe for Organic Waste Collection Service.

7. Frequency of Collection

Section 4 is hereby amended to read in its entirety as follows:

- (a) Residential Garbage, Source Separated Recyclable Materials, and Source Separated Organic Waste shall be Collected once each week.
- (b) Commercial Garbage, Source Separated Recyclable Materials, and Source Separated Organic Waste shall be Collected as provided by agreement between the Contractor and its Service Recipients, but not less frequently than once per week, provided, however, that more frequent collection may be required to protect the public health. Contractor shall be entitled to charge additional fees in the event Contractor is required to collect Garbage more than once per week.
- (c) Contractor shall annually distribute one (1) free landfill voucher to every SFD Service Recipient, entitling each Service Unit to dump one (1) load of Garbage at the Hay Road Landfill during a calendar year, at no additional charge to the Service Recipient, provided the load does not exceed 1,000 lbs. In the event a Service Recipient delivers a load that exceeds 1,000 pounds, such Service Recipient shall be responsible for any costs incurred in excess of the 1,000 pounds permitted to be disposed of using the voucher. Contractor shall arrange with the Hay Road Landfill to pay for material delivered in accordance with the landfill voucher. The first distribution of landfill vouchers shall be for calendar year 2023. Unless otherwise agreed by Contractor, acceptable material shall be limited to material that the Hay Road Landfill will accept at no charge beyond the standard fee for Garbage. Contractor shall distribute or provide instructions on how to redeem the landfill voucher at no additional cost to the City or Service Recipient by January 31 each year. Landfill vouchers or redemption instructions shall be distributed to SFD Service Recipients as part of their January bill for service.

8. Containers

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

- (a) Contractor shall offer Service Recipients an adequate combination of Cart and Bin sizes and collection frequency beyond the minimum bundled service requirements as necessary to both: (i) match their unique service needs to reduce contamination of Recyclable Materials and Organic Waste; and (ii) provide service at least cost to Service Recipients.
- (b) Additional Containers beyond the minimum bundled service requirements may be provided for an additional fee, said fee to be approved by the Agreement Administrator.
- (c) Tree and shrub prunings from SFD Service Units, not exceeding three (3) feet in length, need not be containerized, provided they are tied in bundles with sting or twine, do not exceed two (2) feet in diameter, and are placed adjacent to or on top of the required Organic Waste Container.
- (d) Contractor is responsible for the purchase of new fully assembled and functional Kitchen Food Waste Pails. Contractor shall make Kitchen Food Waste Pails available to the Service Recipients at the Dixon Recycling Center. A representative of the

Contractor shall be available to distribute Kitchen Food Waste Pails Tuesday through Saturday between 9:00 am and 3:00 pm.

- (e) Contractor shall take care to prevent damage to Containers by unnecessary rough treatment. Any Container damaged by Contractor shall be repaired or replaced by Contractor, at its sole expense, within five Work Days at no inconvenience to the Service Recipient.
- (f) Each Service Recipient is entitled to replacement of one (1) lost, destroyed, or stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient. Except in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost of those replacements in excess of one (1) per type of Cart per Service Recipient every ten (10) years during the term of the Agreement, in accordance with the "Cart Exchange" Service Rate set forth in Exhibit C, or as may be adjusted by the City from time to time as provided under this Agreement.

9. Accessibility of Containers

Section 6 is hereby amended to read in its entirety as follows:

- (a) SFD Service Recipient Containers shall be placed a minimum of three feet from each other and from other temporary or fixed objects, such as carts and trees, which conflict with the ability of the Contractor's vehicle to empty the Container(s).
- (b) Contractor shall Collect all Containers that are readily accessible to Contractor's crew and vehicles and not blocked. However, Contractor shall provide "push services" and "stinger/scout truck services" as necessary upon request during the provision of Commercial Collection Services for the Service Rate set forth in Exhibit C. Push services include dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for Collection, and returning the Collection Containers back to their storage location. Stinger/scout truck services provide for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash collection trucks.
- (c) In exchange for the good will of City and the general public, Contractor voluntarily agrees to implement a Senior Discount Program that is not subsidized by other Service Recipients. Contractor shall make the Senior Discount Program available upon request to any person who satisfies all of the following criteria: (i) is 62 years of age or older; (ii) is the service account holder; and (iii) is the head of household and occupant at the Service Unit address. Contractor shall advertise the availability of the Senior Discount Program on its website.
- (d) Where Contractor determines that a Service Recipient is unable, due to age or disability, to place Containers at curbside, then, with Agreement Administrator approval, Containers may be placed for collection at a location other than a curbside location. Contractor may set an additional charge for said extra service with prior approval from Agreement Administrator.

10. Performance Requirements

Section 7 is hereby amended to read in its entirety as follows:

- (a) **Equipment.** Contractor will provide sufficient equipment to guarantee uninterrupted service to its Service Recipients, and at its sole cost and expense, shall maintain and keep the equipment in good repair and operating condition and shall provide all fuel, lubricants, tires and all materials and supplies necessary for the operation thereof. Contractor shall also maintain its vehicles in a clean and sanitary condition at all times. Contractor, at its sole cost and expense, shall furnish all equipment with competent personnel and all other employees required to adequately furnish the service provided for herein, and shall exercise competent supervision over its operation.

Contractor and City have agreed to the fully-automated collection of Garbage, Recyclable Materials, and Organic Waste.

- (b) **Quality of Service, Complaints.** Contractor shall provide Collection Service with as little disturbance as possible and shall leave any Garbage, Recycling, or Organic Waste Container in an upright position at the same point it was collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes. Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on private property and shall not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties has given permission. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings.

- (c) **Reporting Requirements.** Beginning July 1, 2022, Contractor shall provide the following information to City as part of Contractor's regularly scheduled quarterly reports under this Agreement. The reporting format shall be agreed upon by both parties.

- a. Not less than once per quarter, Contractor shall report to the City the quantity of waste landfilled and the quantity diverted from the landfill by Contractor through organic waste and recycling programs.
- b. For information provided by Contractor pursuant to Section 7(j) below:
 - i. Copies of all such information (including flyers, brochures, newsletters, invoice messaging, website and social media postings, mass emails, and other mass electronic messages).
 - ii. The date the information was disseminated or the direct contact made. For website and social media postings, this shall be the date posted.
 - iii. To whom the information was disseminated or the direct contact made. For mass distributions such as mailings or bill inserts, Contractor may provide the type and number of accounts receiving the information, rather than listing each recipient individually.
 - iv. Notwithstanding any other provision, Contractor shall not be required to track or provide copies of emails, texts, or other electronic communications with individual customers (e.g. if a CSR answers a customer question).
- c. For Route Reviews:
 - i. The date the review was conducted.
 - ii. The name and title of each person conducting the review.

- iii. A description of each Hauler Route reviewed, including Contractor's route number.
 - iv. A list of the account names and addresses where Container inspections were performed.
 - v. The results of such review (i.e. the addresses where any Prohibited Container Contaminants were found).
 - vi. Copies of any educational materials issued pursuant to such reviews (other than notices of Prohibited Container Contaminants, which are covered below).
- d. The following documentation relating to Prohibited Container Contaminants observed during Route Reviews:
- i. Copies of the form of each notice issued by Contractor to customers for Prohibited Container Contaminants, as well as, for each such form, a list of the customers to which such notice was issued, the date of issuance, the customer's name and service address, and the reason for issuance (if the form is used for multiple reasons).
 - ii. The number of times notices were issued to customers for Prohibited Container Contaminants.
 - iii. The number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.
- e. A description of Contractor's process for determining the level of Container contamination under this Agreement.
- f. The Contractor shall furnish the City any additional reports as may reasonably be required, such reports to be prepared in a reasonable time following the reporting period.
- (d) **Collection Routes.** Contractor shall develop and maintain the most efficient and least cost route design. Contractor must notify the City and local media thirty (30) days before any major route change takes effect. Service Recipients shall be notified seven (7) days before any route change takes effect.
- (e) **Diversion Requirements.** Contractor shall divert Source Separated Recyclable Materials and Organic Waste Collected pursuant to this Agreement from the landfill except for residue resulting from processing in accordance with AB 939, AB 1826, AB 1594, SB 1016, and SB 1383, and other Applicable Laws.

All Source Separated Recyclable Materials collected as a result of performing Collection Services shall be delivered to a Materials Recovery Facility or a fully permitted Transfer Station. Contractor shall deliver all Organic Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Transfer Station.

All expenses related to Recyclable Materials and Organic Waste processing and marketing shall be paid by Contractor. Failure to comply with this provision Contractor shall pay the portion of fines levied by CalRecycle against the City specifically attributable to Contractor's failure to deliver Recyclable Materials or Organic Waste to a fully permitted Materials Recovery Facility or fully permitted Organic Waste Processing Facility or fully permitted Transfer Station to meet the Diversion requirements and said portion of fines will not be eligible for reimbursement through any future proposed rate increase. Contractor has the responsibility of visually screening Garbage, Recyclable Materials, and Organic Waste Containers at the point

of Collection in order to minimize Prohibited Container Contaminants and thus keep disposal costs as low as possible and Diversion levels as high as possible.

- (f) **Local Office.** Contractor shall maintain a business office for the management and control of Collection Service. In lieu of a local business office, Contractor may maintain a toll-free telephone line to receive calls from Service Recipients and arrange with a business establishment within the City (two if required by City) to accept payments from Service Recipients.
- (g) **Waste Zero Specialist.** Contractor shall dedicate the equivalent of one half-time FTE Waste Zero Specialist to the City to act as a diversion liaison in the community. The Waste Zero Specialist would be responsible for conducting route reviews; providing outreach and education in the community, including public education materials, outreach programs in schools, presentations to community groups, and other needs; and offering technical assistance to Commercial and MFD Service Recipients to implement their 3-Cart collection program and train staff on proper Source Separation, and reduce contamination. In addition, the Waste Zero Specialist will be responsible for conducting SB 1383 waiver application audits to help the City determine if a customer qualifies for a waiver; and maintaining records and reporting to City Administrator.
- (h) **Route Reviews.** At least once annually, beginning July 1, 2022, Contractor shall conduct a Route Review for each Hauler Route. For each Route Review of a Hauler Route, Contractor shall inspect a number of Containers equal to 2% of the number of customers on the Hauler Route (rounded down to the nearest whole number), or 25 Containers, whichever is less. Only one (1) Container per customer shall be counted towards the above threshold. For example, if a Garbage Hauler Route has 2,000 customers, Contractor would inspect one (1) Garbage Container each for 25 Garbage customers on that Hauler Route. Contractor may, but shall not be required to, inspect more than the above number of Containers. Each inspection shall involve observing the contents of the Container using any method deemed appropriate by Contractor, but shall not require Contractor to disturb the contents or open any bags. Contractor may select the Containers to be inspected at random, or (if mutually agreed with City) by any other method not prohibited under the SB 1383 Regulations. For the avoidance of doubt, Contractor shall not be required to annually inspect every Container on a Hauler Route.

If Contractor finds Prohibited Container Contaminants in a Container during a Route Review, Contractor shall notify the customer of the violation in writing. The written notice shall include information regarding the customer's requirement to properly separate materials into the appropriate Containers. The notice may be left on the customer's Container, gate, or door at the time the violation is discovered, and/or be mailed, e-mailed, electronically messaged or delivered personally to the customer. Contractor may dispose of the contents of any Container found to contain Prohibited Container Contaminants.

- (i) **Waiver Verification.** City may grant de minimis and/or physical space waivers to Commercial or Multi-Family Customers (not Single-Family Customers) that exempt the Customer from the requirement to subscribe for Recyclable Materials or Organic Waste Collection service at one or more of the Customer's service addresses

("waivers"). If a Customer has more than one service address, City shall require the Customer to submit a separate waiver application for each service address.

Upon City request, Contractor shall review the Commercial or Multi-Family Customer's waiver application, verify the accuracy of factual matters stated in the application that are readily verifiable from Contractor's computer systems (e.g. service levels), inspect the applicable service address to assess the matters specified below, and provide City with documentation of the inspection. In lieu of visiting the service address, inspections may be conducted via video or using photographs.

In its inspections, Contractor shall only be required to assess the following matters, unless otherwise mutually agreed by Contractor and City: (i) For physical space waiver applications, whether the Container storage area(s) at the service address are in Contractor's opinion sufficient to add a Recyclable Materials and/or Organic Waste container (whichever one(s) the Customer is seeking a physical space waiver for). "Container storage area" means a contiguous area designated by the Customer for storage of Refuse, Recyclable Materials, and/or Organic Waste Containers. (ii) For de minimis waiver applications, the estimated weekly volume of Organic Waste and/or Recyclable Materials generated by the Customer and discarded in the Solid Waste Containers at the service address. The estimate shall be based on a single visual inspection of the contents of Container(s) at the service address. Each inspection shall involve observing the contents of the Container(s) (whether by lifting the lid, using a camera, or other method deemed appropriate by Contractor), but shall not require Contractor to disturb the contents or open any bags.

City will be responsible for approving or denying the waiver applications following receipt of Contractor's documentation. When City grants, denies, extends or terminates a waiver, City shall within ten (10) Business Days provide the following information to the Customer and Contractor in writing: (i) the specific Customer and service address to which the waiver applies, (ii) whether the waiver was granted/denied or extended/terminated, and (iii) any changes to service level or Collection service requirements required or permitted to be made by the Customer. At Contractor's request, City shall provide Contractor an updated listing of waivers approved by City, including each Customer's names, mailing address, service address, date waiver was granted/denied/extended, and type of waiver. Following receipt of notification that a customer has been granted a waiver, Contractor shall remove all Containers associated with the waived service.

- (j) **Education & Outreach.** At least once annually, beginning July 1, 2022, Contractor shall provide the following to all its Organic Waste customers under this Agreement:
- a. Information on the Organic Waste Service Recipient's requirements to properly separate materials in appropriate containers.
 - b. Information on methods for: the prevention of Organic Waste generation, recycling Organic Waste on-site, sending Organic Waste to community composting, and any other local requirements regarding Organic Waste.
 - c. Information regarding the methane reduction benefits of reducing the landfill disposal of Organic Waste, and the methods of Organic Waste recovery contemplated by this Agreement.
 - d. Information regarding how to recover Organic Waste.

- e. Information related to the public health and safety and environmental impacts associated with the landfill disposal of Organic Waste.

The above information will be provided, at a minimum, through print and/or electronic media, and may also be provided through workshops, meetings and/or on-site visits.

- (k) **Performance Review.** A billing audit and performance review (together, "reviews") shall be conducted in year four (Fiscal Year (FY) 2025-26) and year nine (FY 2030-31). If the Term of the Agreement is extended pursuant to Section 2 of this Agreement, a billing audit and performance review shall be conducted in year fourteen (FY 2035-36). In considering whether to extend the term of this Agreement pursuant as set forth in Section 2, City will consider whether Contractor has met or exceeded billing and performance standards to the satisfaction of the City. Performance standards include (1) assessment of liquidated damages and charges, as set forth in Section 26 and Exhibit E, totaling less than \$50,001 in any one calendar year, (2) the requirements set forth in Section 7(e), and (3) whether Contractor is not currently in default of the Agreement.

- a. **Selection and Cost.** The reviews will be performed by the City or a qualified firm under contract to City. City will have the final responsibility for the selection of the firm. Contractor and City agree to each pay the cost of each billing audit and performance review, and that each billing audit and performance review shall collectively not exceed one-hundred thousand dollars (\$100,000) total.
- b. **Purpose.** The reviews will be designed to verify that Contractor has satisfied the following: (i) customer billing rates have been properly calculated and they correspond to the level of service received by the customer, (ii) Contractor is correctly billing for all services provided, (iii) Franchise Fees and other fees required under this Agreement have been properly calculated and paid to City, (iv) compliance with the reporting requirements and performance standards of this Agreement, (v) diversion percentages reported by Contractor, (vi) Contractor has complied with Section 7(e), and (vii) performance of the public outreach and education requirements of Section 7(j) (collectively, the "Billing Audit and Performance Review Standards"). City (or its designated consultant) may utilize a variety of methods in the execution of this review, including, but not limited to, analysis of relevant documents, on-site and field observations, and interviews. City (or its designated consultant) will review and document the items in the Agreement that require Contractor to meet the Billing Audit and Performance Review Standards, submit information or reports, perform additional services, or document operating procedures, that can be objectively evaluated. This information will be documented and be formatted in a "compliance checklist" with supporting documentation and findings tracked for each of the identified items. City (or its designated consultant) may review the customer service functions and structure used by Contractor. This may include Contractor's protocol for addressing customer complaints and service interruption procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and addressing complaints. On-site and field observations by City (or its designated consultant) may include, but are not necessarily limited to:
 - i. Interviews and discussions with Contractor's administration and management personnel;

- ii. Review and observation of Contractor's customer service functions and structure;
 - iii. Review of public education and outreach materials;
 - iv. Interviews and discussions with Contractor's financial and accounting personnel;
 - v. Interviews with route dispatchers, field supervisors and managers;
 - vi. Interviews with route drivers;
 - vii. Interviews with vehicle maintenance staff and observation of maintenance practices; and
 - viii. Review of on-route collection services, including observation of driver performance and collection productivity and visual inspection of residential routes before and after collection to evaluate cart placement and cleanliness of streets.
- c. **Contractor's Cooperation.** Contractor shall cooperate fully with the review and provide all requested data, which includes operational data, financial data documenting customer billings (i.e., frequency of collection, size of container, location of container), and other data reasonably requested by City within fifteen (15) work days of the request. Notwithstanding the foregoing, Contractor shall not be required to provide proprietary or confidential information.
 - d. **City Requested Program Review.** City reserves the right to require Contractor to periodically conduct reviews of the Garbage, Recycling, and Organic Waste Collection Service programs, and, if such reviews require Contractor to incur additional costs, Contractor shall be entitled to a rate adjustment equal to the cost of such reviews, and shall not be required to perform the review until such rate adjustment has become effective. Such reviews could assess one or more of the following performance indicators: average volume of Recyclable Materials per setout per customer, average volume of Organic Waste per setout per customer, participation level, contamination levels, etc. Prior to the program evaluation review, City and Contractor will meet and discuss the purpose of the review and agree on the method, scope, and data to be provided by Contractor.
 - e. **Cooperation with Other Program Reviews.** Contractor shall cooperate with City and/or its agent(s) as reasonably requested to collect program data, perform field work, conduct route audits to investigate customer participation levels and setout volumes and/or evaluate and monitor program results related to Garbage, Recyclable Materials and Organic Waste collected in City by Contractor, provided that such cooperation can be accomplished at no additional cost to Contractor and without interfering with Contractor's operations.

11. Rate Increases

Section 12 is hereby amended to read in its entirety as follows:

Rate Increases. Beginning July 1, 2023, the rates for SFD, MFD and Commercial Service Recipients as specified herein may be increased at the commencement of Contractor's fiscal year each year of the term of this Agreement pursuant to the following:

- (a) Rates shall be increased annually in an amount corresponding to increases in the Consumer Price Index. That portion of any increase in the Consumer Price Index over eight percent (8%) shall be reduced by one-half (½) in determining such rate increase.

Notwithstanding the foregoing, such increase shall not exceed in any given year ten percent (10%) of the rate charged for the preceding year without approval by City Council. The Consumer Price Index (CPI) shall mean the U.S. Department of Labor, Bureau of Labor Statistics CPI series CWUR0000SA0, all items in U.S. city average, urban wage earners and clerical workers, not seasonally adjusted for the twelve (12) months ending September 30 of the preceding year.

- (b) Any proposed rate increase in excess of ten percent (10%), or at a rate more than that allowed under Section (a) above, must be approved by City Council. Such application for increase must be submitted at least ninety (90) days prior to the intended date of increase and shall be accompanied by a copy of an annual audit report prepared by a Certified Public Accountant covering the Contractor's preceding fiscal year. In the event of such an application for rate increase, it is understood that Contractor shall have the burden of establishing that the increase is necessary to enable Contractor to make a reasonable profit from the Collection Services.
- (c) At any time during the term of this Franchise Agreement, the City Council may elect to continue with the aforementioned formula, revise the formula by mutual consent of the Parties, or else require that future rate increases other than those set forth in subsection (a) be permitted only after City Council approval on a case by case basis when requested by the Contractor.
- (d) In addition to the rate adjustments contemplated by Sections 12(a) and (b) and no more than once annually, Rates shall be adjusted from time to time in an amount sufficient to cover Contractor's reasonable increased costs (or decreased revenues) in connection with a change in law. Upon Contractor's assertion of a change in law entitling Contractor to a rate adjustment, Contractor and City shall meet and confer regarding the existence and nature of the change in law and its impact on Contractor's costs, revenues and operations. Contractor shall bear the burden of justifying any such adjustment, and shall be deemed to have satisfied its burden upon providing substantial evidence (a) that a change in law has occurred or will occur, (b) that such change in law has caused or will cause Contractor to incur increased costs (or decreased revenues), and (c) that the amount of such increased costs (or decreased revenues) is reasonable. Contractor shall provide City with such additional information as City may reasonably request in order to evaluate Contractor's application.

12. Liquidated Damages.

Section 26 is hereby amended to read in its entirety as follows:

- (a) **Intent.** Contractor acknowledges and agrees that one of City's primary goals in entering into this Agreement is to ensure that the Collection Services are of the highest caliber, that Service Recipient satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials Collected are put to the highest and best use to the extent possible.
- (b) **Liquidated Damages and Penalties.** Quality performance by the Contractor is of primary importance. In respect of this, Contractor agrees to pay City liquidated damages and penalties as detailed in **Exhibit E** should it be established that Contractor has failed to meet its responsibilities under this Agreement and the City assesses liquidated damages pursuant to the procedures outlined in subsection 26(d). Should Contractor be in breach of the requirements set forth in this Agreement, it is

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

- (c) **Procedure for Review of Liquidated Damages.** The Agreement Administrator may assess liquidated damages and penalties as specified in **Exhibit E** pursuant to this Agreement quarterly. At the end of each quarter during the term of this Agreement, the Agreement Administrator will issue a written notice to Contractor ("Notice of Assessment") of the liquidated damages assessed and the basis for each assessment.
- a. The assessment will become final unless, within fifteen (15) business days after receipt by Contractor of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to present evidence that the assessment should not be made.
 - b. The Agreement Administrator will schedule a meeting between Contractor and the City Manager as soon as reasonably possible after timely receipt of Contractor's request.
 - c. The City Manager will review Contractor's evidence and render a decision sustaining or reversing the liquidated damage as soon as reasonably possible after the meeting. Written notice of the decision will be provided to Contractor.
 - d. In the event Contractor does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the Agreement Administrator's determination will be final.
 - e. City's assessment or collection of liquidated damages will not prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for Contractor's failure to perform the work and services in the manner set forth in this Agreement.
- (d) **Uncontrollable Circumstances.**
- a. If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics (or threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the affected party, then

the affected party will be excused from performance hereunder during the period of such disability.

- b. The party claiming excuse from performance must promptly notify the other party when it learns of the existence of such cause, including the facts constituting such cause, and when such cause has terminated.
- c. The interruption or discontinuance of services by a party caused by circumstances outside of its control will not constitute a default under this Agreement.

13. Curbside Recycling.

The Parties agree that the Recyclable Material Collection Services shall be part of the basic services set forth in Section 5 of this Amendment and also desire to eliminate the one-time limited opt out from the recycling program from the Agreement. Sections 28(a), (d), and (f) of the Agreement are hereby deleted.

14. Collection at City Service Units (Exhibit B).

Section 2 of Exhibit B of the Agreement is hereby amended to read in its entirety as follows:

Contractor shall provide regularly scheduled solid waste collection services at no charge to all City Service Units. The locations and service levels are set forth in Exhibit D, which may be amended from time to time upon written request from the Agreement Administrator. The City may not sell or assign the right to any service under this subsection to any individual or entity. All refuse disposed of under this subsection must be generated by and be the responsibility of the City.

15. Service Recipient Rates (Exhibit C)

Exhibit C of the Agreement is hereby amended and replaced with Exhibit C attached hereto. The rates appearing on Exhibit C shall become effective October 1, 2022.

16. City Service Unit Locations and Service Levels (Exhibit D)

Exhibit D is hereby added to the Agreement in its entirety as follows:

City Service Unit Locations and Service Levels (Weekly Collection)							
Site Name	Site Address	Trash		Recycle		Organic Waste	
		Qty	Size	Qty	Size	Qty	Size
CITY OF DIXON- PKS/CORP/PUBLIC	285 CHESTNUT ST EAST	24	96-gallon	15	96-gallon	1	96-gallon
		1	6-yard	1	4-yard		
CITY OF DIXON- CITY HALL	600 A ST EAST	4	96-gallon	4	96-gallon	1	64-gallon
CITY OF DIXON- ENGINEERING	171 FIFTH ST SOUTH	1	96-gallon	2	96-gallon	1	64-gallon
CITY OF DIXON- NORTHWEST PARK	NORTHWEST PARK	10	96-gallon	3	96-gallon	1	64-gallon
		1	4-yard				
CITY OF DIXON- HALL PARK	HALL PARK	21	96-gallon	7	96-gallon	1	64-gallon
		1	6-yard				
CITY OF DIXON- PATWIN PARK	PATWIN PARK	4	96-gallon	3	96-gallon	1	64-gallon
CITY OF DIXON- CONEJO PARK	575 WIEGAND WAY	1	96-gallon	1	96-gallon	1	64-gallon
CITY OF DIXON- VETERANS PARK	VETERANS PARK	2	96-gallon	2	96-gallon	1	64-gallon
CITY OF DIXON- JIM B STEVENS PK	HALL PARK #A	4	96-gallon	2	96-gallon	1	64-gallon
		1	6-yard				
CITY OF DIXON- DOG PARK	HALL PARK #B	2	96-gallon	1	96-gallon	1	64-gallon
DDBA FARMERS MARKET	230 FIRST ST NORTH #A	5	96-gallon	2	96-gallon	1	64-gallon
CITY OF DIXON	1555 FITZGERALD CT #A	1	96-gallon	1	96-gallon	1	64-gallon
CITY OF DIXON- POLICE DEPT	201 WEST A ST.	1	3-yard	2	96-gallon	1	64-gallon
CITY OF DIXON- SR CENTER	201 FIFTH ST SOUTH	1	3-yard	1	96-gallon	1	64-gallon
CITY OF DIXON- VALLEY GLEN PUMP	1755 PARKWAY BLVD	2	3-yard	1	96-gallon	1	64-gallon
CITY OF DIXON- DIXON FIRE DEPT	205 FORD WAY	1	4-yard	1	96-gallon	1	64-gallon
				1	4-yard		
CITY OF DIXON- NORTHWEST PARK	NORTHWEST PARK	10	96-gallon	3	96-gallon	1	64-gallon
		1	4-yard				

City Service Unit Locations and Service Levels (On-Call Collection)							
Site Name	Site Address	Trash		Dirt / Construction Debris		Yard Waste	
		Qty	Size	Qty	Size	Qty	Size
CITY OF DIXON	INDUSTRIAL WAY	1	20-Yard	1	25-Yard	2	25-Yard
CITY OF DIXON	DOYLE LANE					1	25-Yard
CITY OF DIXON	PITT SCHOOL RD	1	25-Yard			1	25-Yard

17. Liquidated Damages (Exhibit E)

Exhibit E is hereby added to the Agreement in its entirety as follows:

Item		Amount if Not Cured in 30 Days	If Cured in 30 Days
a.	Failure to respond to each complaint within three (3) Work Days of receipt of complaint.	\$100 per incident per Service Recipient.	
b.	Failure to submit to City all reports by the deadlines required under the provisions of this Agreement.	\$100 per day.	-0-
c.	Failure to maintain operating hours at the Dixon Recycling Center as specified in Section 5.	\$50.00 per day.	-0-
d.	Failure to include all parts of quarterly reports specified in Section 7(c) in the submitted report.	\$100 per day.	-0-
e.	Failure to submit to City all payments by the deadlines required under the provisions of this Agreement.	1% of the total amount due if fees are 1 – 10 days late; and 10% of the total amount due if fees are more than 10 days late.	
f.	Failure for Collection Container to be compliant with specifications of Section 5.	\$50.00/each Collection Container not compliant.	-0-
g.	Failure for Collection Container to be compliant with SB 1383 color or labeling requirements.	\$50.00/each Collection Container not compliant.	-0-
h.	Failure to Collect a missed collection Container by close of business the next work day upon notice to Contractor, that exceeds twenty (20) in any Calendar Year.	\$1,000 per Calendar year, plus \$10 per incident per day.	

Item		Amount if Not Cured in 30 Days	If Cured in 30 Days
j.	Failure to repair or replace damaged Containers within the time required by this Agreement, that exceeds twenty (20) in any Calendar year.	\$1,000 per Calendar year, plus \$10 per incident per day.	
k.	Failure to maintain collection hours as required by this Agreement.	\$100 per day.	-0-
l.	Failure to have Contractor personnel in Contractor-provided uniforms.	\$25 per day per employee.	-0-
m.	Failure of Contractor to complete Route Reviews as required by Section 7(h).	\$10,000 per Calendar year.	
n.	Vehicle fluid leak incidents from Contractor Collection Vehicles in excess of three (3) during a calendar year.		\$5000 per incident in excess of three (3)
o.	Failure of Contractor to provide proof of insurance as required by this Agreement	Agreement Default	\$500 per day
p.	Failure to provide City with documentation verifying Diversion, as outlined in Section 7(E) was achieved.	\$10,000/Quarter	Submit for approval to City and implement plan of correction within 30 days.
q.	Failure to Collect holiday trees on Collection Days.	\$25 per day.	-0-
r.	Failure to commence service to a new Service Recipient within seven (7) days after order.	\$150 per day	-0-
s.	Failure to initially respond to a Service Recipient complaint within one (1) business day.	\$50.00 per failure to resolve customer compliant or request	-0-
t.	Failure to assign and dedicate a half-time FTE qualified Waste Zero Specialist to the City as specified in Section 7(g).	\$250 per day.	-0-
u.	Failure to comply with the requirements of this Agreement not specified in items a. through t.	\$250 per incident.	-0-

judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Amendment, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

21. Counterparts

This Amendment may be executed simultaneously and, in several counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

22. Authority

All Parties to this Amendment warrant and represent that they have the power and authority to enter into this Amendment and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Amendment have been fully complied with.

23. Document Preparation

This Amendment will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

24. Advice of Legal Counsel

Each Party acknowledges that it has reviewed this Amendment with its own legal counsel and based upon the advice of that counsel, freely entered into this Amendment.

25. Attorney's Fees and Costs

If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Amendment, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action, or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Amendment has been entered into by and between City and Contractor as of the Effective Date.

CONTRACTOR

Recology Dixon, a California corporation

By: 
Salvatore M. Coniglio, Chief Executive Officer
Date Signed: 8-8-22

CITY OF DIXON

City of Dixon, a California municipal corporation

By: 
Jim Lindley, City Manager
Date Signed: 8-10-22

Approved as to Form:

By: 
Douglas L. White, City Attorney

Dated: 8-16-22

**Recology Dixon
City of Dixon Rates
Effective July 1, 2022**

All Rates are Monthly Rates Unless Otherwise Noted

Single-Family Service (Monthly Rates)	Current Rates 10/01/2021	Proposed Rates 7/01/2022
Residential 96 Gallon Solid Waste Cart (1)	\$26.40	\$31.15
Street Sweeping	\$1.13	\$1.33
Total	\$27.53	\$32.48
Residential 32 Gallon Solid Waste Cart (1)	\$0.00	\$27.41
Street Sweeping	\$0.00	\$1.33
Total	\$0.00	\$28.74
Residential 96 Gallon Solid Waste Cart (Senior Discount Rate) (1)	\$0.00	\$24.92
Street Sweeping	\$0.00	\$1.06
Total	\$0.00	\$25.98
Residential 32 Gallon Solid Waste Cart (Senior Discount Rate) (1)	\$0.00	\$21.93
Street Sweeping	\$0.00	\$1.06
Total	\$0.00	\$22.99

(1) Service includes one solid waste cart, one 96-gallon recyclable materials cart, and one 96-gallon organic waste cart.

**Recology Dixon
City of Dixon Rates
Effective July 1, 2022**

All Rates are Monthly Rates Unless Otherwise Noted

Commercial Rates for Solid Waste Collection Service (Monthly Rates) (1)

	1 x per Week		2 x per Week		3 x per Week		4 x per Week		5 x per Week	
	Current Rate 10/01/2021	Proposed Rate 7/01/2022								
Commercial Carts										
1 - 96 Gallon Cart	\$77.50	\$91.45	\$204.59	\$241.42	\$292.72	\$345.41	\$393.49	\$464.32	\$555.60	\$655.61
Street Sweeping	\$3.30	\$3.89	\$8.69	\$10.25	\$12.45	\$14.69	\$16.73	\$19.74	\$23.62	\$27.87
Total	\$80.80	\$95.34	\$213.28	\$251.67	\$305.17	\$360.10	\$410.22	\$484.06	\$579.22	\$683.48
2 - 96 Gallon Carts	\$154.96	\$182.85	\$344.90	\$406.98	\$476.39	\$562.14	\$613.82	\$724.31	\$780.33	\$920.79
Street Sweeping	\$6.58	\$7.76	\$14.67	\$17.31	\$20.28	\$23.93	\$26.11	\$30.81	\$33.20	\$39.18
Total	\$161.54	\$190.61	\$359.57	\$424.29	\$496.67	\$586.07	\$639.93	\$755.12	\$813.53	\$959.97
3 - 96 Gallon Carts	\$219.29	\$258.76	\$487.43	\$575.17						
Street Sweeping	\$9.34	\$11.02	\$20.72	\$24.45						
Total	\$228.63	\$269.78	\$508.15	\$599.62						
4 - 96 Gallon Carts	\$274.67	\$324.11								
Street Sweeping	\$11.69	\$13.79								
Total	\$286.36	\$337.90								
5 - 96 Gallon Carts	\$344.90	\$406.98								
Street Sweeping	\$14.67	\$17.31								
Total	\$359.57	\$424.29								
6 - 96 Gallon Carts	\$377.07	\$444.94								
Street Sweeping	\$16.04	\$18.93								
Total	\$393.11	\$463.87								
1 - 32 Gallon Cart	\$33.22	\$39.20	\$66.44	\$78.40	\$99.69	\$117.63	\$132.90	\$156.82	\$166.14	\$196.05
Street Sweeping	\$1.42	\$1.68	\$2.83	\$3.34	\$4.24	\$5.00	\$5.65	\$6.67	\$7.07	\$8.34
Total	\$34.64	\$40.88	\$69.27	\$81.74	\$103.93	\$122.63	\$138.55	\$163.49	\$173.21	\$204.39
2 - 32 Gallon Carts	\$66.44	\$78.40	\$132.90	\$156.82	\$199.35	\$235.23	\$265.80	\$313.64	\$332.22	\$392.02
Street Sweeping	\$2.83	\$3.34	\$5.65	\$6.67	\$8.49	\$10.02	\$11.30	\$13.33	\$14.14	\$16.69
Total	\$69.27	\$81.74	\$138.55	\$163.49	\$207.84	\$245.25	\$277.10	\$326.97	\$346.36	\$408.71

(1) Service subscription includes one solid waste container (customer's choice on quantity, size and frequency), one 96-gallon recyclable materials cart and one 64-gallon organics materials cart.

**Recology Dixon
City of Dixon Rates
Effective July 1, 2022**

All Rates are Monthly Rates Unless Otherwise Noted

Commercial Rates for Solid Waste Collection Service (Monthly Rates) (1)

Commercial Bins	1 x per Week		2 x per Week		3 x per Week		4 x per Week		5 x per Week	
	Current Rate 10/01/2021	Proposed Rate 7/01/2022								
1 Yard Bin	\$188.94	\$222.95	\$333.58	\$393.62	\$472.01	\$556.97	\$601.30	\$709.53	\$739.73	\$872.88
Street Sweeping	\$8.04	\$9.49	\$14.19	\$16.74	\$20.07	\$23.68	\$25.56	\$30.16	\$31.47	\$37.13
Total	\$196.98	\$232.44	\$347.77	\$410.36	\$492.08	\$580.65	\$626.86	\$739.69	\$771.20	\$910.01
2 Yard Bin	\$314.73	\$371.38	\$582.33	\$687.15	\$853.14	\$1,006.71	\$1,155.27	\$1,363.22	\$1,334.63	\$1,574.86
Street Sweeping	\$13.39	\$15.80	\$24.75	\$29.21	\$36.29	\$42.82	\$49.12	\$57.96	\$56.77	\$66.99
Total	\$328.12	\$387.18	\$607.08	\$716.36	\$889.43	\$1,049.53	\$1,204.39	\$1,421.18	\$1,391.40	\$1,641.85
3 Yard Bin	\$443.79	\$523.67	\$818.41	\$965.72	\$1,120.56	\$1,322.26	\$1,463.72	\$1,727.19	\$1,712.39	\$2,020.62
Street Sweeping	\$18.88	\$22.28	\$34.80	\$41.06	\$47.65	\$56.23	\$62.26	\$73.47	\$72.82	\$85.93
Total	\$462.67	\$545.95	\$853.21	\$1,006.78	\$1,168.21	\$1,378.49	\$1,525.98	\$1,800.66	\$1,785.21	\$2,106.55
4 Yard Bin	\$557.20	\$657.50	\$1,089.21	\$1,285.27	\$1,419.58	\$1,675.10	\$1,888.68	\$2,228.64	\$2,319.87	\$2,737.45
Street Sweeping	\$23.69	\$27.95	\$46.32	\$54.66	\$60.36	\$71.22	\$80.32	\$94.78	\$98.66	\$116.42
Total	\$580.89	\$685.45	\$1,135.53	\$1,339.93	\$1,479.94	\$1,746.32	\$1,969.00	\$2,323.42	\$2,418.53	\$2,853.87
6 Yard Bin	\$727.12	\$858.00	\$1,391.41	\$1,641.86	\$1,998.87	\$2,358.67	\$2,574.82	\$3,038.29	\$3,132.10	\$3,695.88
Street Sweeping	\$30.91	\$36.47	\$59.17	\$69.82	\$85.00	\$100.30	\$109.49	\$129.20	\$133.20	\$157.18
Total	\$758.03	\$894.47	\$1,450.58	\$1,711.68	\$2,083.87	\$2,458.97	\$2,684.31	\$3,167.49	\$3,265.30	\$3,853.06
6 Yard Bin - Food Waste	\$696.48	\$821.85	\$1,332.78	\$1,572.68	\$1,914.64	\$2,259.28	\$2,466.30	\$2,910.23	\$3,000.09	\$3,540.11
Street Sweeping	\$30.91	\$36.47	\$59.17	\$69.82	\$85.00	\$100.30	\$109.49	\$129.20	\$133.20	\$157.18
Total	\$727.39	\$858.32	\$1,391.95	\$1,642.50	\$1,999.64	\$2,359.58	\$2,575.79	\$3,039.43	\$3,133.29	\$3,697.29

Compactor Rates

3 Yard Compactor	\$768.62	\$906.97	\$1,537.24	\$1,813.94	\$2,305.85	\$2,720.90	\$3,074.47	\$3,627.87	\$3,843.09	\$4,534.85
4 Yard Compactor	\$1,024.82	\$1,209.29	\$2,049.65	\$2,418.59	\$3,074.47	\$3,627.87	\$4,099.30	\$4,837.17	\$5,124.12	\$6,046.46
5 Yard Compactor	\$1,281.03	\$1,511.62	\$2,562.06	\$3,023.23	\$3,843.09	\$4,534.85	\$5,124.12	\$6,046.46	\$6,405.15	\$7,558.08

(1) Service subscription includes solid waste container at customer's choice on quantity, size and frequency, one 96-gallon recyclable materials cart and one 64-gallon organics materials cart. Customers may increase the quantity, size and frequency Recycling Materials Service or Organics Materials service at no additional charge.

**Recology Dixon
City of Dixon Rates
Effective July 1, 2022**

All Rates are Monthly Rates Unless Otherwise Noted

Drop Box	Current Rate 10/1/2022	Proposed Rate 7/1/2022
20 Yard	\$581.12 Per Load	\$685.72 Per Load
Street Sweeping	\$24.71	\$29.16
Total	\$605.83	\$714.88
25 Yard	\$657.90 Per Load	\$776.32 Per Load
Street Sweeping	\$27.99	\$33.03
Total	\$685.89	\$809.35
30 Yard	\$721.95 Per Load	\$851.90 Per Load
Street Sweeping	\$30.71	\$36.24
Total	\$752.66	\$888.14
35 Yard	\$767.61 Per Load	\$905.78 Per Load
Street Sweeping	\$32.65	\$38.53
Total	\$800.26	\$944.31
40 Yard	\$804.16 Per Load	\$948.91 Per Load
Street Sweeping	\$34.20	\$40.36
Total	\$838.36	\$989.27
45 Yard	\$840.72 Per Load	\$992.05 Per Load
Street Sweeping	\$35.74	\$42.17
Total	\$876.46	\$1,034.22
25 Yard Green Waste	\$166.27 Per Load	\$196.20 Per Load
Street Sweeping	\$27.99	\$33.03
Total	\$194.26	\$229.23
35 Yard Green Waste	\$193.98 Per Load	\$228.90 Per Load
Street Sweeping	\$32.65	\$38.53
Total	\$226.63	\$267.43
40 Yard Green Waste	\$203.23 Per Load	\$239.81 Per Load
Street Sweeping	\$34.20	\$40.36
Total	\$237.43	\$280.17

Demurrage Charges - Drop Box (1)

Short Term Box Additional Days	\$40.04 Each	\$47.25 Each
Street Sweeping	\$1.70	\$2.01
Total	\$41.74	\$49.26

Compacted Waste

9 Yards or Less	\$56.76 Per Yard,	\$66.98 Per Yard,
Street Sweeping	\$2.41 Per Service	\$2.84 Per Service
Total	\$59.17	\$69.82
10 Yards or More	\$47.29 Per Yard,	\$55.80 Per Yard,
Street Sweeping	\$2.02 Per Service	\$2.38 Per Service
Total	\$49.31	\$58.18

(1) Long term customers must have 2 boxes in one month or be charged for that box size.(equivalent of 2, 1 empty and 1 demurrage charge)

Recology Dixon
City of Dixon Rates
Effective July 1, 2022

All Rates are Monthly Rates Unless Otherwise Noted

	Current Rate 10/01/2021	Proposed Rate 7/01/2022
Residential Extra Service Rates		
Additional 32-Gallon Solid Waste Cart	\$6.48	\$7.65
Additional 96-Gallon Solid Waste Cart	\$0.00	\$7.65
Additional 96-Gallon Organic Waste Cart	\$0.00	\$7.65
Additional 96-Gallon Recycling Materials Cart	\$0.00	\$7.65
Residential Backyard Pickup (Extra Charge)	\$2.40	\$2.83
Call Back or Special Pickups	\$0.00	\$0.00
Special Pickup Minimum	\$27.15	\$32.04
Special Pickup Per Hour - 1/2 Hour Minimum	\$271.96	\$320.91
Special Pickup Items		
Kitchen Chairs - Minimum	\$23.07	\$27.22
Mattress & Boxsprings - Twin	\$27.58	\$32.54
Mattress & Boxsprings - Double/Queen	\$55.49	\$65.48
Mattress & Boxsprings - King	\$73.90	\$87.20
Refrigerator or Freezer + Freon	\$120.77	\$142.51
Mini Refrigerator or Freezer + Freon	\$51.46	\$60.72
Sofa - Small	\$69.25	\$81.72
Sofa - Large/Hide A Bed	\$138.36	\$163.26
Tires - Standard	\$13.86	\$16.35
Tires - Truck	\$23.07	\$27.22
Washer or Dryer	\$46.12	\$54.42
Water Heater - 30ga (+ \$5 for every 10ga)	\$46.12	\$54.42
Replacement of Burned Toter	\$75.00	\$75.00

Commercial Extra Service Rates		
Push/Pull Service (25ft - 50Ft) (1)	\$0.00	\$7.88
Push/Pull Service (51ft - 75Ft) (1)	\$0.00	\$15.75
Push/Pull Service (76ft - 100Ft) (1)	\$0.00	\$23.63
Stinger Scout Service	\$0.00	\$46.50
Commercial Toter Redelivery	\$65.34	\$77.10
Container or Debris Box Redelivery	\$163.35	\$192.75
Key Charge	\$44.15	\$52.10
Call Backs or Special Pickups		
1 Cubic Yard	\$110.96	\$130.93
2 Cubic Yard	\$110.96	\$130.93
3 Cubic Yard	\$145.37	\$171.54
4 Cubic Yard	\$184.43	\$217.63
6 Cubic Yard	\$230.76	\$272.30
Extra Yards Per Cubic Yard on Service Day	\$36.93	\$43.58
Steam Cleaning of Containers		
1-2 Cubic Yards	\$161.55	\$190.63
3-4-6 Cubic Yards	\$207.62	\$244.99
6 Yard Container Rental		
7-Day Rental (Residential Must Pre-Pay)	\$323.11	\$381.27
Demurrage Charge (Per 1 Week Additional)	\$125.48	\$148.07
Call Back or Special Pickups		
1 Toter	\$80.68	\$95.20
2-3 Toters	\$110.96	\$130.93
4-6 Toters	\$147.71	\$174.30
All Extra 32ga Cans Picked Up	\$11.46	\$13.52
Special Conditions Charge	\$44.15	\$52.10

Debris Box Extra Service Rates		
Relocation/Same Day Charge	\$208.55	\$246.09
Cleaning of Customer Owned Boxes	\$417.65	\$492.83
Debris Box Rental - Additional Days	\$41.74	\$49.25
Compactor Rates - 10 Cubic Yards or More	\$49.31	\$58.19

(1) Push/Pull Service is free of charge for the first 25ft.