

COMPILED FRANCHISE AGREEMENT
BETWEEN THE CITY OF DIXON AND DIXON SANITARY SERVICE, INC.

This Compiled Franchise Agreement is a restatement solely for the convenience of the parties of that certain existing Franchise Agreement, effective as of July 1, 2009, by and between the City of Dixon, a municipal corporation ("City"), and Dixon Sanitary Service, a California corporation ("Contractor"). This Compiled Franchise Agreement restates in its entirety the Franchise Agreement dated May 14, 1996, as amended by the Parties from time to time thereafter.

RECITALS

WHEREAS, on May 14, 1996, the City awarded to the Contractor an exclusive franchise to collect and dispose of all garbage, refuse, rubbish and solid waste accumulated at all residences, commercial, and industrial sites located within the corporate limits of the City, which was provided in the Prior Franchise Agreement; and

WHEREAS, on September 24, 1996, the parties amended Section 3 of the Franchise Agreement to exclude building materials and other non-household items; and

WHEREAS, on October 13, 1998, the parties deleted Section 6 of the Franchise Agreement and added Exhibit D, regarding location of waste containers; and

WHEREAS, on May 23, 2006, the parties deleted Exhibit A of the Franchise Agreement, which set forth the street sweeping obligations, and amended Exhibit B regarding compliance with air pollution laws; and

WHEREAS, on October 23, 2007, the parties added Section 28 to the Franchise Agreement to include recycling obligations through a curbside recycling program; and

WHEREAS, on February 24, 2009 the parties further amended the Franchise Agreement to add Exhibit A to include the street sweeping obligations and to amend Exhibit C regarding the service rates; and

WHEREAS, as a consequence of the multiple amendments, some of which were in the form of formal amendments executed by the parties and others of which are memorialized solely by resolutions of the Dixon City Council, it has become difficult to understand the terms of the Franchise Agreement; and

WHEREAS, the parties desire to restate the Franchise Agreement in its entirety for their administrative convenience and that of the public, but this Compiled Franchise Agreement is solely for convenience and is not intended to further amend the Franchise Agreement. Rather, it is intended to reflect the existing Franchise Agreement as of July 1, 2009 and the parties' understanding of that existing Franchise Agreement.

1. **Franchise.** The City desires a quality waste collection service for the citizens and businesses of the City at a fair market cost. Contractor has been providing such service by way of the Prior Franchise Agreement with the City since January 1, 1980. The City, therefore, renews its grant to the Contractor of the exclusive franchise to collect and dispose of all garbage, refuse, rubbish and solid waste accumulated at all residences, commercial and industrial sites located within the City Limits based upon the terms and conditions hereafter set forth; as well as to provide the related services as set forth in this Franchise Agreement.

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 10, Article I 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 the First day of July, 1996, to and including the 31st day of December, 2004. The rights, privilege, and franchise herein granted shall constitute a continuous eight (8) year term, unless terminated as follows:

Beginning on January 1 of each year, this franchise shall be considered renewed for an additional year unless by October 1 of the prior year one party notifies the other in writing of intent to terminate the franchise. Upon the giving of such Notice of Termination, this franchise will terminate eight (8) years from the date of notice of termination. The City may then later extend the term or reinstate the continuing term upon mutual agreement with the Contractor. Any termination may be with or without cause.

3. **Basic Services.** Contractor shall be responsible for collection of solid waste which is defined as follows:

(a) **Garbage.** Kitchen and table refuse, offal, swill and every accumulation of animal, agricultural, fruit and vegetable refuse, and other matter that attends the preparation, consumption, decay or dealing in or storage of meats, fish, fowl, birds, fruits or vegetables; cases bottles, containers, wrappings and packaging materials soiled with foods and waste material.

(b) **Refuse.** All matter and materials other than garbage, rejected by owners or producers of it as offensive or useless and which, by its presence or accumulation may injuriously affect the health, comfort and safety of the community by increasing disease or hazard, including ashes when placed inside a plastic sealed liner within the waste container.

(c) **Rubbish.** Paper, rags, clothing, packing boxes and cartons, packing materials, other than garbage that ordinarily accumulates in the operation of a household or business.

(d) **Solid Waste.** Garbage, refuse, yard waste, or rubbish.

- (e) **Yard Waste.** Tree and shrubbery trimmings, grass, weeds, leaves, or other organic material accepted for separate collection from other solid waste by Contractor.

Excluded from all of the above are large household furniture, tree stumps, automobile parts and accessories, and heavy metals.

Garbage, refuse, rubbish, and solid waste collected by Contractor shall be disposed of in a sanitary manner at a disposal site approved by governmental entities having jurisdiction thereof.

4. **Frequency of Collection.**

(a) Residential garbage, refuse and rubbish shall be collected once each week. Yard Waste and other recyclable materials, approved by the City for separate collection from the rest of the waste stream, shall be collected once each week unless less frequent collection is approved by the City.

(b) Commercial and industrial waste shall be collected as provided by agreement between the Contractor and its customers, but not less frequently than once per week provided, however, that more frequent collection may be required to protect the public health.

5. **Containers.** All waste, except as otherwise provided, shall be placed within containers provided by the Contractor. Each single family residence shall be provided a minimum of one 96 gallon wastewheeler (toter) for household garbage, refuse, and rubbish, and a minimum of one 96 gallon wastewheeler for yard waste. Additional wastewheelers may be provided for an additional fee, said fee to be approved by the City. Contractor may, if approved by the City, require recyclable materials be placed in containers separate from other waste or offer additional toter sizes to residents. Tree and shrub prunings from residences, not exceeding three (3) feet in length, need not be containerized, provided they are tied in bundles with string or twine, do not exceed two (2) feet in diameter, and are placed adjacent to or on top of the required yard waste container.

6. **Location of residential waste containers.** Waste containers shall be placed for collection at ground level in front of the property receiving service and adjacent to and within two feet of the curb or, if there is no curb, then within two feet of the edge of pavement or, if there is no pavement, at the edge of the roadway. At properties with a sidewalk adjacent to the curb, the waste container shall be placed so as not to substantially impede the flow of pedestrian traffic on the sidewalk. Alternative locations for waste containers shall include the driveway area within two feet of the curb or in the street within two feet of the curb if the street includes a parking lane. These alternatives are especially effective where parked vehicles frequently block effective pickup of waste containers by the Contractor. At properties where the sidewalk is separated from the curb by a planter area or with no sidewalk, containers shall be placed adjacent to and within two feet of the curb. Waste containers shall be placed a minimum of three feet from each other and from other temporary or fixed objects, such as cars and trees, which conflict with the ability of the contractor's vehicle to empty the container(s). Where contractor

determines that a customer is unable, due to age or disability, to place containers at curbside, then, with the approval of the Contractor, containers may be placed for collection at other than a curbside location. Contractor may set an additional charge for said extra service with prior approval of the City.

7. **Performance Requirements.**

(a) **Equipment.** Contractor will provide sufficient equipment to guarantee uninterrupted service to its customers, 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 residential solid waste excluding yard waste. Yard waste is to be collected using a semi-automated system. Contractor may convert to fully-automated yard waste collection provided the City is notified at least thirty (30) days in advance of the change and non-containerization of prunings as described in Section 5 is still allowed.

(b) **Quality of Service, Complaints.** Contractor shall perform its service in a courteous, professional and quality manner. Contractor shall be exceptionally careful to minimize litter in collecting and transporting waste material. Contractor shall attend to and promptly correct any complaint relative to service or missed service.

(c) **Reporting Requirements.** 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 yard waste and recycling programs. The reporting format shall be agreed upon by both parties.

(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. Customers shall be notified seven days before any route change takes effect.

(e) **Yard Waste Diversion Requirements.** At least ninety percent (90%) of the separately collected yard waste, annually by weight, will not be landfilled and will be processed in a manner eligible under California Integrated Waste Management Board (CIWMB) requirements and State law count as diverted from the landfill. If this requirement is not met, Contractor will pay that portion of fines levied by the CIWMB against the City specifically attributable to Contractor's failure to meet the ninety percent (90%) diversion requirement and said portion of fines will not be eligible for reimbursement through any future proposed rate increase. Contractor has the

responsibility of visually screening yard waste containers at the point of collection in order to minimize the amount of contamination (non-yard waste) 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 residents and arrange with a business establishment within the City (two if required by the City) to accept payments from City residents. The City reserves the right to approve such business establishment(s). On or after July 1, 1996, the City at its option, may require the establishment of a local business office. If said City action results in an increase in operating costs to Contractor, Contractor shall be entitled to reimbursement through customer rates according to the procedures described in Section 12.

8. **Street Sweeping.** Contractor shall be responsible for street sweeping on all public streets located within the City limits, pursuant to the terms and conditions set forth in Exhibit "A".

9. **Additional Obligations.** During the term of this Franchise Agreement, Contractor shall provide the services set forth in Exhibit "B" unless discontinued or modified by the mutual agreement of both parties.

10. **Franchise Fee.** As consideration for the franchise granted herein, the Contractor shall pay to the City as a franchise fee the sum of ten percent (10%) of the total gross revenues collected by the contractor, excluding all street sweeping charges, set forth in Exhibit "C", from all residential, commercial and industrial sources within the City limits. The franchise fee shall be paid by Contractor to the City within fifteen (15) days after the end of each calendar quarter and such fee shall be based upon actual gross receipts of the Contractor for the preceding calendar quarter.

11. **Service Rates.** As of the effective date of this Franchise Agreement, Contractor shall charge residents, commercial and industrial establishments according to the schedules set forth on Exhibit "C" attached hereto. Exhibit "C" shall only be modified according to the process described in Section 12.

12. **Rate Increases.** The rates for residential, commercial, and industrial customers as specified herein may be increased at the commencement of Contractor's fiscal year each year of the term of this Franchise Agreement commencing October 1, 1997, and pursuant to the following:

(a) Rates, except those identified in Section (b), may be increased annually in an amount corresponding to increases in the Consumer Price Index less one percent (1%). That portion of any increase in the Consumer Price Index over eight percent (8%) shall be reduced by one-half (1/2) in determining such rate increase. Such increase shall not exceed in any given year ten percent (10%) of the rate charged for the preceding year. The Consumer Price Index shall mean the U.S. Bureau of Labor Statistics Consumer

Price Index for "Urban Wage Earners and Clerical Workers" for the twelve (12) months ending September 30th of the preceding year.

(b) Commercial and industrial street sweeping rates and the rate for residential backyard pickup shall be exempt from the annual adjustment allowed under Section (a) and shall only be modified after City Council approval.

(c) 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 the 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 service.

(d) On July 1, 1996, or anytime thereafter 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 be permitted only after City Council approval on a case by case basis when requested by the Contractor.

13. **Billings.** All billing for waste collection services shall be made by the Contractor. The City shall not be responsible for any billing or payment for any services rendered for such waste collection service except for the lien proceedings described in Section (a) as follows:

(a) **Single Family Dwelling.** Contractor shall bill the owner of such premises, owner's agent or tenant, at the address shown in the Office of the County Assessor, or at the address such owner may designate on a three-calendar month service period basis, in advance. All charges shall become delinquent seventy-five (75) days after the billing date.

(1) If the bill remains unpaid after the date of delinquency, the Contractor shall be entitled to a delinquency fee of ten dollars (\$10) or ten percent (10%) whichever is more. However, said delinquency fee shall not be assessed until fifteen (15) days after notification of the delinquency to the owner and recipient of service. The form and content of the delinquency notice sent by the Contractor shall be approved by the City's Finance Director.

(2) Should the bill remain unpaid at the expiration of the fifteen (15) days, the Contractor may assign said bill to the City for lien proceedings.

(3) Upon the City's receipt of the assignment from Contractor and at the convenience of the City (not less than once per year), the Finance Director shall initiate proceeding complying with Government Code sections 38790.1 and

25831, to create a lien on the real property to which the garbage collection and street-sweeping services have been rendered.

(4) The lien will officially be recorded in the County Recorder's Office or placed for collection with the County Auditor. The lien may carry such additional administrative charges as set forth by City Council resolution. The owner shall be notified by the Finance Director that the delinquency charges and administrative charges are due the City and that such lien has been recorded.

(b) **Bills for Service to Premises Other Than Single Family Dwellings.** Contractor shall render bills for refuse collection services to all premises other than single family dwellings to the owner of the premises or producers of the garbage, refuse or rubbish monthly in advance except if the Contractor and producer or owner of the premises or producer of the garbage, refuse or rubbish may agree upon a different billing arrangement. Payment with respect to each such bill shall be due on or before the 30th day following the end of service period for which the bill is rendered; thereafter the bill shall be considered delinquent, and Contractor may charge interest not to exceed the annual rate of eighteen percent (18%) for such time as the bill remains unpaid. If the bill remains unpaid, Contractor may assign the bill to the City for lien proceedings as described in the preceding Section (a).

14. **Other Notices.** Any proposed changes in service involving recycling operations, street sweeping or refuse collection must be submitted for approval of the City at least ninety (90) days in advance of the proposed change. Any written communication to Dixon customers, other than billing must be submitted to the City for approval at least fourteen (14) days prior to being sent. Contractor shall include such notices, with the billing, as may be requested from time to time by the City.

15. **Financial Statements.** At the end of each fiscal year of the Contractor, financial statements shall be prepared by a Certified Public accountant showing the book value of the Contractor as well as the gross revenues, profits and losses of the Contractor, with respect to any and all business conducted within the City Limits.

16. **Indemnification and Insurance.** Contractor shall defend, indemnify and save the City harmless from all suits, actions, claims, and demands whatsoever arising out of injury to or a death of any person or persons, or damage to or loss of any property, caused by any act or omission of Contractor, its servants, agents, employees, contractors, licensees, invitee, or any person acting on behalf of Contractor or under its direction, with the exception of any negligent acts or omissions caused by the City. In this connection, Contractor agrees at its sole cost and expense and at all times during the term of this Franchise Agreement to carry with a responsible insurance company, public liability insurance, insuring against all such liabilities, claims and demands with policy units in sum of \$2,000,000 for injuries resulting from any one accident, and the sum of \$100,000 for property damage as the result of any one accident. Such insurance shall be primary insurance and name the City as an additional insured. The terms of the policy shall provide that said insurance cannot be canceled without fifteen (15) days prior written notice of

cancellation to the City. Contractor shall also carry full worker's compensation insurance in such amount as will fully comply with the Laws of the State of California.

17. **Independent Contractor.** Company is neither an agent nor an employee of the City, and all services performed are as an independent contractor.

18. **Default by Contractor, Termination.** The failure of the Contractor to comply with the terms and conditions of this Franchise Agreement, the Ordinances of the City of Dixon, or the Laws of the State of California, shall constitute a default. In the event of such a default, the City shall notify the Contractor, in writing, of the specific nature of the default. Contractor shall have sixty (60) days from the date of notification to provide a means of curing the default to the satisfaction of the City. In the event that the default continues after sixty (60) days, the City shall have the right to terminate this Franchise Agreement by giving the Contractor thirty (30) days written notice of such termination. In the event Contractor fails to provide waste collection services as set forth herein for a period in excess of the (10) consecutive days, the City shall have the right to terminate this Franchise Agreement by giving the Contractor forty-eight (48) hours written notice of such a termination. In the event of termination, the City may move as follows:

(a) Termination notice shall be given by certified mail and shall advise of the City's election to take over as hereinafter set forth and operate the solid waste collection service using Contractor's equipment. Said notification shall state the date and time that the City intends to take over.

(b) Use and operate that equipment of the Contractor necessary to provide the waste collection service to protect the public health and safety, until such time as a new franchise is awarded. During such period of use of Contractor's equipment, the City shall pay Contractor a reasonable rental value for the facilities, vehicles, equipment and records used by the City, but Contractor shall be entitled to no other compensation. Said rental value shall be off-set by any damages claimed by the City for any default by Contractor. During such period of operation by the City, the liability of the City to the Contractor for loss damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability. During such period of operation by the City, the City shall have access to the Contractor's records for the purpose of billing and shall retain all payments and funds received for said period.

19. **Temporary Inability of Contractor to Perform.** In the event Contractor is unable to provide the waste collection service provided for herein due to strike or other reasons beyond Contractor's control, the City may elect, after the (10) consecutive days without collection service, to provide said service, without termination of this Franchise Agreement, by using Contractor's equipment. Any and all operating expenses incurred by the City in so doing shall be paid to City Contractor as additional compensation and shall not reduce the franchise fee. In the event Contractor is unable to resume collection services as provided herein within forty-five (45) days, City may then terminate this Franchise Agreement pursuant to the provisions hereinbefore set forth.

20. **Default by City, Termination.** The failure of the City to comply with the terms and conditions of this Franchise Agreement shall constitute a default. In the event of such a default, the Contractor shall notify the City in writing of the specific nature of the default. City shall have ninety (90) days from the date of notification to provide a means of curing the default satisfactory to the Contractor. In the event that the default continues, the Contractor shall have the right to terminate this Franchise Agreement by giving the City thirty (30) days written notice of such termination.

21. **Waiver.** One or more waivers of any covenant, agreement, or condition of default regarding provisions of this Franchise Agreement by either the City or the Contractor shall not be construed as a waiver of a further breach of the same covenant, agreement, condition, or the right of such party thereafter to enforce each and every provision.

22. **Notices.** Whenever, under this Franchise Agreement, provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if the said notice is in writing and is deposited in the mail in a properly stamped envelope to be delivered by certified mail, addressed as follows:

If to the City: City Manager
 City of Dixon
 600 East A Street
 Dixon, CA 95620

If to the Contractor: Dixon Sanitary Service
 1 Town Square Place, Suite 200
 Vacaville, CA 95688

Changes in the respective address to which notices shall be directed may be made from time to time by either party. Notice of any such change in address shall be directed to the other party in writing by certified mail.

23. **City Authority.** Whenever the context of this Franchise Agreement requires the City to perform an act, and said act is to be performed by an individual, City shall be interpreted as meaning the City Manager or his authorized appointee.

24. **Assignment or Subletting.** The Franchise Agreement shall not be assignable by the Contractor without the prior written consent of the City. This Franchise Agreement, or any portion thereof, shall not be sublet without the prior written consent of the City. No such consent shall be construed as making the City a party to such subcontractor, or subjecting the City to liability of any kind to any subcontractor.

25. **Change of Ownership.** The City, in entering into this Franchise Agreement, has placed a special value, faith, and confidence upon the experience, background, and expertise of the Contractor in the field of waste disposal. Such faith and confidence being a substantial consideration in the granting of a franchise, the parties hereto therefore agree that no change of ownership or transfer of stock in the Contractor's business in an amount equal to or greater than

forty-nine percent (49%) of such ownership or stock shall take place without the prior written consent of the City.

26. **Liquidated Damages.** Because of the difficulty of determining actual damages, the parties have agreed that if Contractor defaults on any of the terms of this Franchise Agreement and this Franchise Agreement is thereafter terminated by the City, a \$100,000 liquidated damages shall be levied on Contractor, said damage amount to be paid to the City by Contractor, in cash.

27. **Miscellaneous.**

(a) Each representation and warranty contained herein or made pursuant hereto shall be deemed to be material and to have been relied upon, and shall survive the execution and delivery of this Franchise Agreement.

(b) In the event of any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction; the invalidity thereof shall in no way effect any other provision in this Franchise Agreement if the provision does not materially prejudice either the Contractor or the City in their respective rights and obligations hereunder.

(c) This Franchise Agreement contains the entire agreement of the parties hereto with respect to matters covered hereby, and no other agreement, statement, or promise made by any party hereto, or agent of such party, which is not contained herein, shall be binding or valid. No purported modification, amendment, or other change in this Franchise Agreement shall be valid unless set forth in writing signed by both Contractor and the City.

(d) In the event that the services of an attorney are required by either party to secure the performance hereof or otherwise, the prevailing party shall be entitled to reasonable attorney's fee.

(e) The parties each agree to execute and deliver such further documents as may be necessary or appropriate to consummate the transaction contemplated herein and to effectuate the purposes of this Franchise Agreement.

(f) This Franchise Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

(g) Time is of the essence of this Franchise Agreement.

(h) This Franchise Agreement, as amended from time to time, shall be governed by the laws of the State of California.

28. **Curbside Recycling.**

(a) For purposes of this Section, the following terms shall have the meanings ascribed to them in this subsection:

“Acceptable Material” means: 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. Acceptable Material may be added or subtracted from this definition and from the Program (as defined below) only upon advance written agreement between City and Contractor. Notwithstanding the foregoing, Contractor shall have no duty to collect those items and materials excluded pursuant to the penultimate paragraph of Section 3 of this Franchise Agreement.

“Clean” describes any composition of Recyclable Material containing less than ten (10%) percent Residual by volume.

“Recyclable Material” means and includes any and all discarded waste which may be sorted, cleansed, treated, processed, and/or reconstituted, and which is segregated for the purpose of reuse or recycling, including, but not limited to Acceptable Material.

“Residual” means that material which remains after all Acceptable Material has been removed from the material collected in the Program.

(b) Without limiting any other franchise granted hereunder, Contractor shall have an exclusive franchise to collect from all premises within the City all Recyclable Material through a curbside recycling program (“the Program”). Notwithstanding the foregoing, the following activities are excepted from this exclusive grant:

(1) Collection or hauling of Recyclable Material donated or sold for a net profit (and without the payment of compensation for hauling) to a hauler or an affiliate of the hauler.

(2) Self-hauling of Recyclable Material.

(c) Contractor shall have the Program in operation on or before April 1, 2008, unless a later date is agreed to in writing by the City.

(d) The Program shall be comprised of the following:

(1) Contractor shall collect weekly, and on the same day as other solid waste collection, from all single family homes within the City, Clean Recyclable Material from containers provided by the Contractor and placed adjacent to residential waste containers.

(2) Contractor shall collect Clean Recyclable Material from multi-unit residential dwellings, on a weekly basis and on the same day as other solid waste collection, when Contractor deems the particular dwelling appropriate for space and accessibility, in its reasonable discretion.

(3) Contractor shall collect Clean Recyclable Material from any non-residential premises or location, including any business or commercial premises, schools or municipal buildings at the request of the occupant provided, however, that such service need be provided only when the Contractor deems the particular facility appropriate for space and accessibility, in its reasonable discretion.

(4) Contractor shall require that all types of Acceptable Material be placed in a Contractor-supplied collection container (a 96 gallon "toter"). City approves such requirement pursuant to Section 5 of this Franchise Agreement.

(e) In its reasonable discretion, Contractor shall select the processing facility for the Acceptable Material which Contractor determines, based on its knowledge, skills, and expertise, will provide the best benefit for the City.

(f) One Time Limited Opt-Out Provision For Recycling Program. Not later than thirty (30) calendar days after the mailing of the invoices to customers for the month of January 2008, Contractor shall, in cooperation with the City, provide a written notice to all then existing residential customers advising them of the Program. The notice shall include the anticipated starting date of the Program and the anticipated rate increases as a consequence of the Program. The notice shall also advise residential customers of the availability of a one time ability to opt-out of, or be excluded from, the Program as provided in this Section. The notice shall include an opt-out form, in a form approved by the City, to be used by those owner-occupants of residential property wishing to opt-out of the Program. Contractor shall exclude from the Program residential customers based upon the following criteria:

(1) The customer seeking to opt-out of the Program must be an owner and an occupant of the premises sought to be excluded from the Program. As a consequence, an owner may not exclude more than one residential property.

(2) The ability to opt-out is limited to the thirty (30) calendar day period following the notice of the Program provided for by this Section. After the thirty (30) day period has passed, no further exclusions from the Program shall be permitted, even if the maximum number of opt-out or exclusions was not reached during the thirty (30) day period.

(3) A request to opt-out or to be excluded shall be made only in writing to Contractor (not to the City), and shall be signed by the owner-occupant. Email requests from owner-occupants shall be accepted, provided that such email requests must contain all of the information requested in the opt-out form. Requests other than in writing or by email shall not be considered valid.

(4) A maximum of three hundred and five (305) exclusions or opt-outs shall be granted on a first-come, first-served basis, based upon the time of actual delivery to the Contractor, either by mail, email or in person. Delivery priority shall not be determined by post-mark.

(5) In the event that more than three hundred and five (305) valid requests from owner-occupants of residential premises to opt-out are received by Contractor within the thirty (30) day period and Contractor is unable to determine which were received first (as for example, if more than the last available opt-outs are received by mail at the same time), then Contractor shall determine by lot which among such owner-occupants are eligible. Any drawing by lot to determine eligibility for the opt-out shall occur in the presence of a City representative.


(6) In the event that an owner-occupied premises later becomes occupied by someone other than the owner, or is sold or transferred, the premises shall thereafter be included in the Program.

(7) Contractor shall maintain a copy of all written or email requests to opt-out of the Program received during the thirty (30) day period (whether or not within the first three hundred and five (305) such requests received, and whether or not such request is granted pursuant to this section) for not less than one (1) year after the effective date of the Program.

This Compiled Franchise Agreement represents the understanding of the parties of the terms of the Franchise Agreement.

THE CITY OF DIXON, a municipal corporation

By



City Manager



DIXON SANITARY SERVICE, a California corporation

By



Michael J. Sangiacomo, President & Chief Executive Officer

EXHIBIT A

1. Frequency of Street Sweeping.

(a) Street sweeping shall be provided once per week on all arterial, collector and industrial streets, as identified on Exhibit A-1. Street sweeping shall be provided once every two weeks on all other streets within the City, parking lots and alleys, as identified on Exhibit A-1.

(b) Street sweeping shall be provided as set forth above, weather permitting. City shall define conditions where weather would prohibit street sweeping.

(c) Exhibit A-1 shall be modified only by the mutual consent of both parties pursuant to Section 27 of this Franchise Agreement.

(d) During annual leaf season, Contractor shall provide street sweeping once per week on alleys, parking lots and all streets within the City, including all arterial, collector, industrial streets, as identified on Exhibit A-1. City shall determine the date the annual leaf season begins, which shall continue for a consecutive 2 month period thereafter.

2. Performance Requirements.

(a) **Equipment.** Contractor shall provide sufficient and reliable equipment to guarantee uninterrupted service to its customers, 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 for the operation thereof. Contractor, at its sole cost and expense, shall furnish all equipment with competent personnel and all other employees required to adequately furnish this service provided for herein, and shall exercise competent supervision over its operation.

(b) In accomplishing the foregoing operational requirements, Contractor shall have the right, in its sole discretion, to select personnel necessary to carry out the street sweeping as set forth in this Franchise Agreement.

(c) The responsibility of the Contractor to perform street sweeping shall not commence in any new subdivision or development until the subdivision or development's public improvements have been accepted by the City or the City advises the Contractor to commence street sweeping.

(d) The California State Water Resources Control Board has issued a general permit that governs stormwater and non-stormwater discharges resulting from activities performed by or for the City. The general permit is the State Water Resources Control Board Water Quality Order No. 2003-0005-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 Waste Discharge

Requirements (WDRS) for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (“General Permit”).

In order to comply with the General Permit, parties performing municipal activities for the City, such as street sweeping, must adhere to certain Best Management Practices (BMPs). These BMPs apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff and receiving water quality. Pursuant to the foregoing, Contractor shall perform all feasible and applicable BMPs set forth in the most current Municipal Best Management Practices Handbook published by the California Stormwater Quality Association.

3. **Service Exclusions.** The Contractor and the City agree that the street sweeping conducted by the Contractor pursuant to the terms of this Franchise Agreement shall be the sweeping and disposal of routine debris from streets. The following types of street sweeping are excluded from this Franchise Agreement:

- (a) Street sweeping to clear debris from public emergencies and traffic accidents during non-operational hours, unless agreed upon by both parties; and
- (b) The clearing of hazardous waste spills.

4. **Termination.** In lieu of Section 18, if the City deems the Contractor’s performance is substandard, the City shall notify the Contractor in writing as to specific areas that need improvement. Contractor shall submit a plan to rectify the substandard performance within ten (10) working days of City notification or rectify the substandard performance within thirty (30) calendar days. If the Contractor fails to submit a plan to rectify the substandard performance within ten (10) working days, or make improvements within thirty (30) calendar days, the City shall provide Contractor a written notice of termination pursuant to Section 18 of this Franchise Agreement.

EXHIBIT B

ADDITIONAL CONTRACTOR OBLIGATIONS

1. **Landfill Capacity.** Contractor, if owner of landfill or by agreement with owner, agrees to reserve available sanitary landfill storage capacity for disposal of garbage, refuse, rubbish and solid waste accumulated by the inhabitants of the City in accordance with Chapter 10 Article I of the City Code, the Laws of the State of California, and the Ordinances of the County of Solano to meet the disposal needs of the City through December 31, 2004, and will be extended to match any extension of the franchise term as described in Section 2. Said capacity shall be maintained at the B & J Sanitary Landfill site or any other site, which is acceptable to the City. The City reserves the right to designate a landfill, material recovery facility (MRF), intermediate processing facility (IPF), or composting facility which should receive all or a portion of the solid waste generated within the City Limits. If said City action results in an increase in operating costs to Contractor, Contractor shall be entitled to reimbursement through customer rates according to the procedures described in Section 12.

2. **Collection at City Facilities.** Contractor shall provide solid waste collection services at no charge to City facilities at no more than twelve (12) locations (to be designated by the City) including separate yard waste collection at the City's Municipal Service Center. 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.

3. **Recycling and Household Hazardous Waste Programs.** Contractor shall:
 - (a) Provide bins for paper recycling at each public school within the City.
 - (b) Upon request, provide two (2) drop boxes at location to be designated by the City, for use in non-profit recycling efforts, not to exceed one week per month.
 - (c) Maintain the current recycling center operations and, no later than July 27, 1996, begin accepting "office pack" paper and colored #2 plastic (HDPE).
 - (d) Continue the separate collection of cardboard and "office pack" paper from commercial and industrial customers for recycling.
 - (e) Maintain the current auto battery, motor oil, latex paint, and antifreeze collection program (BOP Drop) at the Vacaville Sanitary Service Recycling Center or provide a one-day BOP Drop collection event at least once per year in the City Limits. City shall approve the collection event location.
 - (f) Work with the City to expand household hazardous waste collection opportunities for Dixon residents and to provide additional recycling programs for the residents and businesses of the City.

(g) Provide separate residential curbside Christmas tree collection during January of each year. Contractor will drop-off the trees at a location to be designated by the City.

(h) Allow Dixon residents to participate in the free self-load compost program at Hay Road Landfill as dry weather permits from April 1 through October 31 of each year. Residents will be entitled to three yards per visit, one visit per day.

(i) Allow residential customers to place out on their collection day an unlimited number of personal 32 gallon containers (with tight fitting lids and handles, not to exceed 50 pounds each), or other containers approved by the contractor, of leaves and garden trimmings for collection during the months of October through December of each year at no additional charge. All other existing rules regarding yard waste collection shall continue to apply.

4. **Air Quality**. Contractor shall be in compliance with all applicable air pollution control laws.

1235278.3

**FOURTH AMENDMENT TO FRANCHISE AGREEMENT
BETWEEN THE CITY OF DIXON AND DIXON SANITARY SERVICE, INC.
RELATING TO THE INCLUSION OF CURBSIDE RECYCLING**

This Fourth Amendment to Franchise Agreement ("this Amendment") is entered into as of October 23, 2007, by and between the City of Dixon, a municipal corporation, ("City") and Dixon Sanitary Service, a California corporation ("Contractor"), and

WITNESSETH:

WHEREAS, on May 14, 1996, the City awarded to Contractor an exclusive franchise to collect and dispose of all garbage, refuse, rubbish and solid waste accumulated at all residences, commercial and industrial sites located within the corporate limits of the City of Dixon ("the Franchise Agreement"); and

WHEREAS, on September 24, 1996, the parties amended Section 3 of the Franchise Agreement to include building materials and other non-household items; and

WHEREAS, on October 13, 1998, the parties amended Section 6 of the Franchise Agreement, regarding location of waste containers; and

WHEREAS, on May 23, 2006, the parties amended Exhibit "A" of the Franchise Agreement to delete street sweeping obligations and to add requirements regarding compliance with air pollution laws; and

WHEREAS, the City and Contractor wish to further amend the Franchise Agreement to include the collection of Recyclable Material and to provide for residential curbside collection, subject to a limited ability by residential owner-occupants to opt out of such services;

NOW, THEREFORE, the parties agree that the Franchise Agreement is further amended as follows:

1. The following is added at the end of Section 27 of the Franchise Agreement:

“(h) This Franchise Agreement, as amended from time to time, shall be governed by the laws of the State of California.”

2. Section 28 is added to the Franchise Agreement to read as follows:

“28. Curbside Recycling.”

(a) For purposes of this Section, the following terms shall have the meanings ascribed to them in this subsection:

“Acceptable Material” means: 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. Acceptable Material may be added or subtracted from this definition and from the Program (as defined below) only upon advance written agreement between City and Contractor. Notwithstanding the foregoing, Contractor shall have no duty to collect those items and materials excluded pursuant to the penultimate paragraph of Section 3 of this Franchise Agreement.

“Clean” describes any composition of Recyclable Material containing less than ten (10%) percent Residual by volume.

“Recyclable Material” means and includes any and all discarded waste which may be sorted, cleansed, treated, processed, and/or reconstituted, and which is segregated for the purpose of reuse or recycling, including, but not limited to Acceptable Material.

“Residual” means that material which remains after all Acceptable Material has been removed from the material collected in the Program.

(b) Without limiting any other franchise granted hereunder, Contractor shall have an exclusive franchise to collect from all premises within the City all Recyclable Material through a curbside recycling program (“the Program”). Notwithstanding the foregoing, the following activities are excepted from this exclusive grant:

(i) Collection or hauling of Recyclable Material donated or sold for a net profit (and without the payment of compensation for hauling) to a hauler or an affiliate of the hauler.

(ii) Self-hauling of Recyclable Material.

(c) Contractor shall have the Program in operation on or before April 1, 2008, unless a later date is agreed to in writing by the City.

(d) The Program shall be comprised of the following:

(i) Contractor shall collect weekly, and on the same day as other solid waste collection, from all single family homes within the City, Clean Recyclable Material from containers provided by the Contractor and placed adjacent to residential waste containers.

(ii) Contractor shall collect Clean Recyclable Material from multi-unit residential dwellings, on a weekly basis and on the same day as other solid waste collection, when Contractor deems the particular dwelling appropriate for space and accessibility, in its reasonable discretion.

(iii) Contractor shall collect Clean Recyclable Material from any non-residential premises or location, including any business or commercial premises, schools or municipal buildings at the request of the occupant provided, however, that such service need be provided only when the Contractor deems the particular facility appropriate for space and accessibility, in its reasonable discretion.

(iv) Contractor shall require that all types of Acceptable Material be placed in a Contractor-supplied collection container (a 96 gallon "toter"). City approves such requirement pursuant to Section 5 of the Franchise Agreement.

(e) In its reasonable discretion, Contractor shall select the processing facility for the Acceptable Material which Contractor determines, based on its knowledge, skills, and expertise, will provide the best benefit for the City."

2. One Time Limited Opt-Out Provision For Recycling Program.

Not later than thirty (30) calendar days after the mailing of the invoices to customers in the month of January 2008, Contractor shall, in cooperation with the City, provide a written notice to all then existing residential customers advising them of the Program. The notice shall include the anticipated starting date of the Program and the anticipated rate increases as a consequence of the Program based upon section 3 of this Amendment. The notice shall also advise residential customers of the availability of a one time ability to opt-out of, or be excluded from, the Program as provided in this Section. The notice shall include an opt-out form, in a form approved by the City, to be used by those owner-occupants of residential property wishing to opt-out of the Program.

Contractor shall exclude from the Program residential customers based upon the following criteria:

a. The customer seeking to opt-out of the Program must be an owner and an occupant of the premises sought to be excluded from the Program. As a consequence, an owner may not exclude more than one residential property.

b. The ability to opt-out is limited to the thirty (30) calendar day period following the notice of the Program provided for by this Section. After the thirty (30) day period has passed, no further exclusions from the Program shall be permitted, even if the maximum number of opt-out or exclusions was not reached during the thirty (30) day period.

c. A request to opt-out or to be excluded shall be made only in writing to Contractor (not to the City), and shall be signed by the owner-occupant. Email requests from owner-occupants shall be accepted, provided that such email requests must contain all of the information requested in the opt-out form. Requests other than in writing, email, or not received within the 30 day period shall not be considered valid.

d. A maximum of three hundred and five (305) exclusions or opt-outs shall be granted on a first-come, first-served basis, based upon the time of actual delivery to the Contractor, either by mail, email or in person. Delivery priority shall not be determined by post-mark.

e. In the event that more than three hundred and five (305) valid requests from owner-occupants of residential premises to opt-out are received by Contractor within the thirty (30) day period and Contractor is unable to determine which were received first (as for example, if more than the last available opt-outs are received by mail at the same time), then Contractor shall determine by lot which among such owner-occupants are eligible. Any drawing by lot to determine eligibility for the opt-out shall occur in the presence of a City representative.

f. In the event that an owner-occupied premises later becomes occupied by someone other than the owner, or is sold or transferred, the premises shall thereafter be included in the Program.

g. Contractor shall maintain a copy of all written or email requests to opt-out of the Program received during the thirty (30) day period (whether or not within the first three hundred and five (305) such requests received, and whether or not such request is granted pursuant to this section) for not less than one (1) year after the effective date of the Program.

3. Exhibit "C" of the Franchise Agreement is amended to include City acknowledgement of Contractor rate increases as follows:

a. The non-residential rates may be adjusted by 10.14% effective at the time of implementation of the Program.

b. The residential rates may be adjusted by a maximum rate increase of \$2.00 per month effective at the time of implementation of the Program. This residential rate increase assumes that the permitted maximum of three hundred and five (305) owner occupants opt out of the Program. Contractor agrees that, should less than the maximum number opt out, the rate actually charged to customers shall be proportionately less as indicated in Attachment 1 to this Amendment. The residential rate shall also be adjusted for any rate increase not related to the Program occurring between the time of the effective date of this Amendment and the time of implementation of the Program.


Except as set forth in this Amendment, the Franchise Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Dixon has approved this Amendment by City Council resolution no. 07- 181 and has caused it to be executed by its Mayor, and Contractor has approved this Amendment and caused it to be executed.

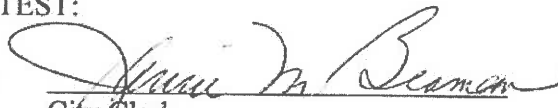
DIXON SANITARY SERVICE a California corporation

By: 
Its: General Manager

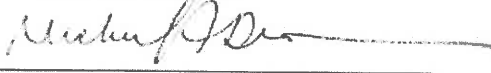
CITY OF DIXON a municipal corporation

BY: 
Mayor

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

By: 
City Attorney

ATTACHMENT 1:
Rate Increase for Curbside Recycling Based Upon Varying Levels of Opt-Out

Number of Customer Opting-Out	Residential Rate Increase
0-20	\$1.81
21-35	\$1.82
36-50	\$1.83
51-65	\$1.84
66-80	\$1.85
81-95	\$1.86
96-110	\$1.87
111-125	\$1.88
126-140	\$1.89
141-155	\$1.90
156-170	\$1.91
171-185	\$1.92
186-200	\$1.93
201-215	\$1.94
216-230	\$1.95
231-245	\$1.96
246-260	\$1.97
261-275	\$1.98
276-290	\$1.99
291-305	\$2.00

Amended
CITY OF DIXON
RESOLUTION NO. 07-181

RESOLUTION OF THE COUNCIL OF THE CITY OF DIXON APPROVING AN AMENDMENT TO THE SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF DIXON AND DIXON SANITARY SERVICE, A WHOLLY OWNED SUBSIDIARY OF NORCAL WASTE SYSTEMS, INC. TO INCLUDE CURBSIDE RECYCLING AND AUTHORIZING THE MAYOR TO EXECUTE SUCH AMENDMENT

WHEREAS, the City of Dixon has entered into a Franchise Agreement with Dixon Sanitary Service for the collection of all solid waste, refuse, and rubbish; and

WHEREAS, Dixon Sanitary Service has provided a proposal to implement curbside recycling within the City of Dixon; and

WHEREAS, the City of Dixon and Dixon Sanitary Service desire to modify the existing agreement to include curbside recycling.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dixon that it approves the amendment attached as Exhibit "A" to the Franchise Agreement to include the collection of Recyclable Material and to provide curbside collection, and that the Mayor is authorized to execute such amendment to the Franchise Agreement.

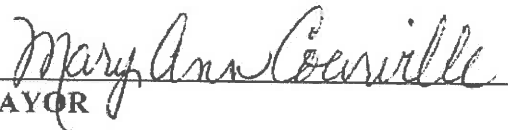
PASSED AND ADOPTED ON THE 23RD DAY OF OCTOBER 2007 BY THE FOLLOWING VOTE:

AYES: Alexander, Batchelor, Gomez, Smith, Courville

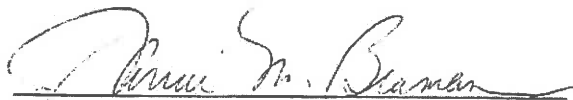
NOES: None

ABSENT: None

ABSTAIN: None


MAYOR

ATTEST:


City Clerk

RESOLUTION NO. 17-117

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIXON AUTHORIZING
RECOLOGY DIXON TO INCREASE SERVICE FEES 2.45%
EFFECTIVE OCTOBER 1, 2017**

WHEREAS, Recology Dixon (formerly known as Dixon Sanitary Service) has provided refuse collection services within the City of Dixon since 1980 under the terms of a Franchise Agreement; and

WHEREAS, per section 12(c) of said agreement, if Recology requests a rate increase higher than the annual cost of living formula outlined in the agreement, City Council approval is required; and

WHEREAS, Recology Dixon has submitted the attached rate increase request to increase rates 2.45% effective October 1, 2017; and

WHEREAS, the City Council has reviewed said request and is ready to act on the request.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF DIXON, that Recology Dixon is authorized to increase its rates consistent with the rate increase application attached as "Exhibit A" effective October 1, 2017.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DIXON ON THE 8th DAY OF AUGUST, 2017, BY THE FOLLOWING VOTE:


AYES: Bird, Pederson, Bogue

NOES: Hickman, Minnema


ABSTAIN: None

ABSENT: None

ATTEST:



Leticia I. Miguel
City Clerk



Thom Bogue
Mayor

EXHIBIT A

Recology Dixon Summary of Rates

Residential

	Current Rate	New Rate
<u>Standard Service</u>		
Residential Service (W/Yardwaste and Recycling, 3 Toters)	\$24.85	\$25.46
Street Sweeping	\$1.06	\$1.09
Total	<u>\$25.91</u>	<u>\$26.55</u>
Residential Service (W/Yardwaste, 2 Toters)*	\$22.36	\$22.91
Street Sweeping	\$1.06	\$1.09
Total	<u>\$23.42</u>	<u>\$24.00</u>

* Available to only for those customers who currently have this service

Optional Services

Residential Additional Toter (Any Type)	\$6.11	\$6.26
Residential Backyard Pickup (Extra Charge)	\$2.40	\$2.40

New Rates Effective 10/1/2017

RESOLUTION NO.: 17-117
DATE: AUG - 8 2017

EXHIBIT A

Recology Dixon
Summary of Rates

Commercial Carts	1 x per Week		2 x per Week		3 x per Week		4 x per Week		5 x per Week	
	Current Rate	New Rate	Current Rate	New Rate	Current Rate	New Rate	Current Rate	New Rate	Current Rate	New Rate
1 - 96 Gallon Cart	\$72.95	\$74.74	\$192.60	\$197.32	\$275.56	\$282.31	\$370.42	\$379.50	\$523.04	\$535.85
Street Sweeping	\$3.10	\$3.18	\$8.19	\$8.39	\$11.72	\$12.01	\$15.75	\$16.14	\$22.24	\$22.78
Total	\$76.05	\$77.92	\$200.79	\$205.71	\$287.28	\$294.32	\$386.17	\$395.64	\$545.28	\$558.63
2 - 96 Gallon Carts	\$145.88	\$149.45	\$324.68	\$332.63	\$448.46	\$459.45	\$577.83	\$591.99	\$734.58	\$752.58
Street Sweeping	\$6.20	\$6.35	\$13.81	\$14.15	\$19.08	\$19.55	\$24.58	\$25.18	\$31.25	\$32.02
Total	\$152.08	\$155.80	\$338.49	\$346.78	\$467.54	\$479.00	\$602.41	\$617.17	\$765.83	\$784.60
3 - 96 Gallon Carts	\$206.44	\$211.50								
Street Sweeping	\$8.78	\$9.00								
Total	\$215.22	\$220.50								
4 - 96 Gallon Carts	\$258.57	\$264.90								
Street Sweeping	\$11.00	\$11.27								
Total	\$269.57	\$276.17								
5 - 96 Gallon Carts	\$324.68	\$332.63								
Street Sweeping	\$13.81	\$14.15								
Total	\$338.49	\$346.78								
6 - 96 Gallon Carts	\$354.96	\$363.66								
Street Sweeping	\$15.10	\$15.47								
Total	\$370.06	\$379.13								
1 - 32 Gallon Cart	\$31.27	\$32.04	\$62.55	\$64.08	\$93.84	\$96.14	\$125.11	\$128.18	\$156.39	\$160.22
Street Sweeping	\$1.33	\$1.36	\$2.66	\$2.73	\$3.99	\$4.09	\$5.32	\$5.45	\$6.66	\$6.82
Total	\$32.60	\$33.40	\$65.21	\$66.81	\$97.83	\$100.23	\$130.43	\$133.63	\$163.05	\$167.04
2 - 32 Gallon Carts	\$62.55	\$64.08	\$125.11	\$128.18	\$187.66	\$192.26	\$250.22	\$256.35	\$312.75	\$320.41
Street Sweeping	\$2.66	\$2.73	\$5.32	\$5.45	\$7.99	\$8.19	\$10.64	\$10.90	\$13.30	\$13.63
Total	\$65.21	\$66.81	\$130.43	\$133.63	\$195.65	\$200.45	\$260.86	\$267.25	\$326.05	\$334.04

New Rates Effective 10/1/2017

RESOLUTION NO.: 17-117
DATE: AUG - 8 2017

EXHIBIT A

Recology Dixon
Summary of Rates

Commercial Bins	1 x per Week		2 x per Week		3 x per Week		4 x per Week		5 x per Week	
	Current Rate	New Rate	Current Rate	New Rate	Current Rate	New Rate	Current Rate	New Rate	Current Rate	New Rate
1 Yard Bin	\$177.86	\$182.22	\$314.03	\$321.72	\$444.34	\$455.23	\$566.05	\$579.92	\$696.36	\$713.42
Street Sweeping	\$7.56	\$7.75	\$13.35	\$13.68	\$18.90	\$19.36	\$24.07	\$24.66	\$29.62	\$30.35
Total	\$185.42	\$189.97	\$327.38	\$335.40	\$463.24	\$474.59	\$590.12	\$604.58	\$725.98	\$743.77
2 Yard Bin	\$296.27	\$303.53	\$548.19	\$561.62	\$803.13	\$822.81	\$1,087.54	\$1,114.18	\$1,256.40	\$1,287.18
Street Sweeping	\$12.60	\$12.91	\$23.31	\$23.88	\$34.15	\$34.99	\$46.25	\$47.38	\$53.44	\$54.75
Total	\$308.87	\$316.44	\$571.50	\$585.50	\$837.28	\$857.80	\$1,133.79	\$1,161.56	\$1,309.84	\$1,341.93
3 Yard Bin	\$417.77	\$428.01	\$770.43	\$789.31	\$1,054.88	\$1,080.72	\$1,377.93	\$1,411.69	\$1,612.02	\$1,651.51
Street Sweeping	\$17.77	\$18.21	\$32.76	\$33.56	\$44.86	\$45.96	\$58.60	\$60.04	\$68.56	\$70.24
Total	\$435.54	\$446.22	\$803.19	\$822.87	\$1,099.74	\$1,126.68	\$1,436.53	\$1,471.73	\$1,680.58	\$1,721.75
4 Yard Bin	\$524.54	\$537.39	\$1,025.37	\$1,050.49	\$1,336.36	\$1,369.10	\$1,777.97	\$1,821.53	\$2,183.88	\$2,237.39
Street Sweeping	\$22.30	\$22.85	\$43.60	\$44.67	\$56.83	\$58.22	\$75.62	\$77.47	\$92.87	\$95.15
Total	\$546.84	\$560.24	\$1,068.97	\$1,095.16	\$1,393.19	\$1,427.32	\$1,853.59	\$1,899.00	\$2,276.75	\$2,332.54
6 Yard Bin	\$684.49	\$701.26	\$1,309.85	\$1,341.94	\$1,881.71	\$1,927.81	\$2,423.89	\$2,483.28	\$2,948.50	\$3,020.74
Street Sweeping	\$29.11	\$29.82	\$55.71	\$57.07	\$80.03	\$81.99	\$103.08	\$105.61	\$125.40	\$128.47
Total	\$713.60	\$731.08	\$1,365.56	\$1,399.01	\$1,961.74	\$2,009.80	\$2,526.97	\$2,588.89	\$3,073.90	\$3,149.21
6 Yard Bin - Food Waste	\$655.65	\$671.71	\$1,254.65	\$1,285.39	\$1,802.40	\$1,846.56	\$2,321.73	\$2,378.61	\$2,824.23	\$2,893.42
Street Sweeping	\$29.11	\$29.82	\$55.71	\$57.07	\$80.03	\$81.99	\$103.08	\$105.61	\$125.40	\$128.47
Total	\$684.76	\$701.53	\$1,310.36	\$1,342.46	\$1,882.43	\$1,928.55	\$2,424.81	\$2,484.22	\$2,949.63	\$3,021.89

Commercial Special Charges

Commercial Toter Redelivery	\$59.02	\$60.47
Street Sweeping	\$2.51	\$2.57
Total	\$61.53	\$63.04

Bin or Drop Box Redelivery	\$147.52	\$151.13
Street Sweeping	\$6.27	\$6.42
Total	\$153.79	\$157.55

Key Charge	\$39.87	\$40.85
Street Sweeping	\$1.69	\$1.73
Total	\$41.56	\$42.58

Special Conditions Charge	\$39.87	\$40.85
Street Sweeping	\$1.69	\$1.73
Total	\$41.56	\$42.58

New Rates Effective 10/1/2017

RESOLUTION NO: 17-117
DATE: AUG - 8 2017

EXHIBIT A

Recology Dixon Summary of Rates

Drop Box	Current Rate	New Rate
20 Yard		
Street Sweeping	\$547.06 Per Load	\$560.46 Per Load
Total	\$23.27	\$23.84
	\$570.33	\$584.30
25 Yard		
Street Sweeping	\$619.35 Per Load	\$634.52 Per Load
Total	\$26.34	\$26.99
	\$645.69	\$661.51
30 Yard		
Street Sweeping	\$679.64 Per Load	\$696.29 Per Load
Total	\$28.91	\$29.62
	\$708.55	\$725.91
35 Yard		
Street Sweeping	\$722.62 Per Load	\$740.32 Per Load
Total	\$30.74	\$31.49
	\$753.36	\$771.81
40 Yard		
Street Sweeping	\$757.02 Per Load	\$775.57 Per Load
Total	\$32.19	\$32.98
	\$789.21	\$808.55
45 Yard		
Street Sweeping	\$791.44 Per Load	\$810.83 Per Load
Total	\$33.65	\$34.47
	\$825.09	\$845.30
25 Yard Green Waste		
Street Sweeping	\$156.52 Per Load	\$160.35 Per Load
Total	\$26.34	\$26.99
	\$182.86	\$187.34
35 Yard Green Waste		
Street Sweeping	\$182.61 Per Load	\$187.08 Per Load
Total	\$30.74	\$31.49
	\$213.35	\$218.57
40 Yard Green Waste		
Street Sweeping	\$191.31 Per Load	\$196.00 Per Load
Total	\$32.19	\$32.98
	\$223.50	\$228.98

Demurrage Charges - Drop Box **

Demurrage Charges - 6 Yard Bins	\$113.11 Per Week	\$115.88 Per Week
Street Sweeping	\$4.81	\$4.93
Total	\$117.92	\$120.81
Short Term Box Additional Days	\$37.70 Each	\$38.62 Each
Street Sweeping	\$1.60	\$1.64
Total	\$39.30	\$40.26

** 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)

Compacted Waste

9 Yards or Less		
Street Sweeping	\$53.43 Per Yard,	\$54.74 Per Yard,
Total	\$2.27 Per Service	\$2.33 Per Service
	\$55.70	\$57.07
10 Yards or More		
Street Sweeping	\$44.51 Per Yard,	\$45.60 Per Yard,
Total	\$1.89 Per Service	\$1.94 Per Service
	\$46.40	\$47.54

Other Services

Relocation Charge	\$188.31 Each	\$192.92 Each
Street Sweeping	\$8.01	\$8.21
Total	\$196.32	\$201.13
Cleaning of Customer Owned Boxes	\$377.14 Each	\$386.38 Each
Street Sweeping	\$16.04	\$16.43
Total	\$393.18	\$402.81

New Rates Effective 10/1/2017