AMENDED AND RESTATEF FRANCHISE AGREEMENT

BETWEEN

UPPER VALLEY WASTE MANAGEMENT AGENCY

AND

UPPER VALLEY DISPOSAL SERVICE

FOR

RECYCLABLES, ORGANICS, CONSTRUCTION AND DEMOLITION DEBRIS AND SOLID WASTE COLLECTION SERVICES

OCTOBER 19, 2020
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FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of October 19, 2020, by and between the Upper Valley Waste Management Agency, a joint exercise of powers authority organized and operating under California Government Code section 6500 et seq. (the “Agency”), on the one hand, and Upper Valley Disposal Service, a California corporation (“UVDS” or “Contractor”), on the other hand (the Agency and Contractor are collectively referred to herein as the “Parties” and individually as “Party”).

RECITALS

This Agreement is entered into with reference to the following facts and circumstances (Unless otherwise defined, capitalized terms shall have the meanings set forth in Attachment A):

WHEREAS, the Agency is a joint exercise of powers authority organized and operating under California Government Code section 6500 et seq. (the “Joint Exercise of Powers Act”) and a separate and distinct public entity from its member agencies which include the County of Napa, the City of Calistoga, the City of St. Helena, and the Town of Yountville (the member agencies are collectively referred to herein as “Members” and individually as “Member”);

WHEREAS, UVDS is a corporation duly organized, validly existing, and in good standing under the laws of the State of California and in the business of Collection, Processing and Transportation of Solid Waste, Recyclable Materials, Construction and Demolition Debris, and Organic Materials;

WHEREAS, on December 19, 2016, the Agency and UVDS entered into the Upper Valley Waste Management Agency Ninth Amendment to Agreement #95-09 in which the Agency and UVDS amended and restated the Upper Valley Disposal Service Solid Waste Handling Franchise Agreement between them (the “Ninth Amendment to Agency Agreement #95-09”);

WHEREAS, this Agreement shall, and the Parties intend it to, amend and restate the Ninth Amendment to Agency Agreement #95-09;

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (the “Act”) (California Public Resources Code section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Collection within their jurisdiction;

WHEREAS, the State of California has found and declared that the amount of refuse generated in California, coupled with diminishing Disposal capacity and potential adverse environmental
impacts from landfi\ling and the need to conserve natural resources, have created an urgent need
for State and local agencies to enact and implement an aggressive integrated waste management
program. The State has, through enactment of the Act and subsequent related legislation,
including, but not limited to, AB 341, AB 1826, AB 2176, SB 1016, and SB 1383, directed the
responsible State agency, and all local agencies, to promote Diversion and to maximize the use of
feasible waste reduction, reuse, Recycling, and Composting options in order to reduce the
amount of refuse that must be Disposed;

WHEREAS, the State of California has also authorized cities and counties to become regional
agencies for purposes of complying with the Act and, thus, the Members entered into a joint
exercise of powers agreement pursuant to the Joint Exercise of Powers Act (the “JPA Formation
Agreement”) that created the Agency, and which provides, among other matters, for the Agency to:

- Act as a regional agency for purposes of complying with the Act;
- Coordinate economical, regional waste management services, including, but not limited
to, franchising of solid waste handling services;
- Provide uniform rate review and rate setting for those services;
- Do all acts necessary or convenient for the exercise of such powers enumerated in the Act
or that the Members could exercise separately; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the Agency has
determined that the public health, safety, and well-being require that an exclusive right be
awarded to Contractor to provide for the Collection, Processing and Transportation of Solid
Waste, Recyclable Materials, Construction and Demolition Debris, and Organic Materials, and
other services related to meeting the Agency’s and Members’ integrated waste management
goals;

WHEREAS, the Agency further declares its intent to approve and maintain reasonable rates for
the Collection, Recycling, Processing, Composting, and/or Disposal of Solid Waste, Recyclable
Materials, Construction and Demolition Debris, and Organic Materials;

WHEREAS, the Agency desires, having determined that Contractor, by demonstrated
experience, reputation and capacity is qualified to provide for the Collection of Solid Waste,
Recyclable Materials, Construction and Demolition Debris, and Organic Materials within the
Service Area of the Agency, the Transportation of such material to appropriate places of
Processing, Recycling, Composting, and/or Disposal, that Contractor be engaged to perform such
services on the basis set forth in this Agreement; and
WHEREAS, the Agency and Contractor have attempted to address conditions affecting their performance of services under this Agreement but recognize that reasonably unanticipated conditions may occur during the term of this Agreement that will require the Parties to meet and confer to reasonably respond to such changed conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 DEFINITIONS

Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth in the definitions contained in Attachment A. The definitions set forth in Attachment A shall govern the interpretation of this Agreement.

ARTICLE 2: REPRESENTATIONS AND WARRANTIES

The Parties, by acceptance of this Agreement, represent and warrant the conditions presented in this Article.

2.1 CONTRACTOR'S CORPORATE STATUS

Contractor is a corporation duly organized, validly existing, and in good standing under the laws of the State of California. Contractor is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement and Applicable Law.

2.2 CONTRACTOR'S CORPORATE AUTHORIZATION

Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) have taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person(s) signing this Agreement on behalf of Contractor represent and warrant that they have authority to do so, as confirmed by the Corporate
Secretary’s Certificate in Attachment H. This Agreement constitutes the legal, valid, and binding obligation of Contractor.

2.3 AGREEMENT WILL NOT CAUSE BREACH
To the best of each Party’s knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by such Party of its obligations hereunder does not conflict with, violate, or result in a breach of: (i) any Applicable Law, or (ii) any term or condition of any judgment, order, or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which such Party is a party or by which such Party or any of its properties or assets are bound, or constitutes a default hereunder.

2.4 NO LITIGATION
To the best of each Party’s knowledge after reasonable investigation, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending or threatened against such Party wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

- Materially adversely affect the performance by such Party of its obligations hereunder;
- Adversely affect the validity or enforceability of this Agreement; or
- Have a material adverse effect on the financial condition of such Party, or any surety or entity guaranteeing such Party’s performance under this Agreement.

2.5 NO ADVERSE JUDICIAL DECISIONS
To the best of each Party’s knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

2.6 NO LEGAL PROHIBITION
To the best of each Party’s knowledge after reasonable investigation, there is no Applicable Law in effect on the date that such Party signed this Agreement that would prohibit the performance of either its obligations under this Agreement or the transactions contemplated hereby.

2.7 CONTRACTOR’S ABILITY TO PERFORM
Contractor possesses the business, professional, and technical expertise, including, but not limited to, the management expertise, industry knowledge, and California-specific industry knowledge, to perform all services, obligations, and duties as described in and as required by this
Agreement including all attachments hereto. Contractor possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement.

2.8 CONTRACTOR’S INVESTIGATION

Contractor has made an independent investigation and analysis, the results of which are satisfactory to Contractor, of the conditions and circumstances surrounding this Agreement, its content and preparation, and the work to be performed by Contractor under the Agreement. This Agreement accurately and fairly represents the intentions of Contractor, and Contractor enters into this Agreement on the basis of that independent investigation and analysis.

ARTICLE 3: GRANT AND ACCEPTANCE OF FRANCHISE

3.1 GRANT AND ACCEPTANCE OF FRANCHISE

By signing this Agreement, the Agency grants to Contractor and Contractor accepts an exclusive franchise within the Service Area. The franchise granted to Contractor shall be for the scope of services described in Article 5 and Attachment B of this Agreement, subject to the limitations described in Section 3.2 and except where otherwise precluded by Federal, State, and/or local laws and regulations.

3.2 LIMITATIONS TO THE FRANCHISE

This franchise for the Collection, Processing, and Transportation of Solid Waste, Recyclable Materials, Construction and Demolition Debris, and Organic Materials shall be exclusive to Contractor, except for the following:

A. Recyclable and Organic Materials. Persons shall maintain the right to accept Source Separated Recyclable Materials and Source Separated Organic Materials provided that such Person pays the service recipient for the materials, and so long as there is no net payment of any type made by the service recipient to such other Person including, without limitation, for rental of collection or storage containers, loading or transporting of materials, and/or Disposal;

B. Self-Hauled Materials. Persons may Dispose of Solid Waste, Recyclable Materials, Construction and Demolition Debris, and Organic Materials generated in or on their
own Premises by transporting such Materials to a licensed Processing or Disposal facility with their own personal vehicle or employee(s);

C. **Donated Materials.** Any items which are Source Separated at any Premises by the Generator and donated to youth, civic, or charitable organizations;

D. **Beverage Containers.** Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code;

E. **Materials Removed by Contractor as Incidental Part of Services.** Solid Waste, Recyclable Materials, Organic Materials, and/or C&D removed from a Premise by a contractor (e.g., gardener, landscaper, tree-trimming service, construction contractor, Residential clean-out service) using such contractor’s own vehicle, equipment, and employee(s) as an incidental part of the total service offered by that contractor, rather than as a hauling service;

F. **Source Separated E-Waste and Source Separated Universal Waste.** Discarded electronic equipment and Universal Waste including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices.

G. **Animal, Grease Waste, and Used Cooking Oil.** Animal waste and remains from slaughterhouse or butcher shops, grease, or used cooking oil;

H. **Sewage Treatment By-Product.** By-products of sewage treatment including sludge, sludge ash, grit, and screenings;

I. **Excluded Waste.** Excluded Waste regardless of its source;

J. **Materials Generated by State and Federal Facilities.** Materials generated by State and Federal facilities located in the Service Area provided that the Generator has arranged services with other Persons or has arranged services with Contractor through a separate agreement; and

K. **Pomace.** Grape pomace generated as a post-harvest agricultural by-product of growing grapes.
Contractor acknowledges and agrees that Members may permit other Persons besides Contractor to Collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of Contractor. If Contractor can produce evidence that other Persons are servicing Containers or are Collecting, Transporting and/or Disposing Solid Waste, Recyclable Materials, Construction and Demolition Debris, and Organic Materials in a manner that is not consistent with this Agreement or a Member’s municipal code, it shall report the location, the name and phone number of the Person or company to the Agency along with all evidence thereof. In such case, the Agency will notify the Generator and Person providing service of Contractor’s rights under this Agreement. Nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from Members which is otherwise required by law for Collecting, Transporting and/or Disposing Solid Waste, Recyclable Materials Construction and Demolition Debris, and Organic Materials.

This Agreement and scope of this franchise shall be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the Agency to lawfully contract for the scope of services in the manner and consistently with all provisions as specifically set forth herein, Contractor agrees that this Agreement will be limited to those services and materials which may be lawfully included herein and that the Agency shall not be responsible for any lost profits or losses claimed by Contractor that may arise out of limitations to the scope or provisions of the Agreement set forth herein. In such event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws; provided, however, that Contractor may meet and confer with the Agency and may petition for a Rate adjustment pursuant to Section 9.3.

3.3 OBLIGATIONS OF PARTIES

In addition to the specific performance required under this Agreement, the Agency and Contractor shall:

A. Use their reasonable commercial efforts to enforce the exclusiveness of the franchise by Contractor’s identification and documentation of violations of this Agreement and the Agency’s notification of Generators, collection companies, and Disposal companies reasonably believed to be collecting or Disposing, or allowing others to collect or Dispose, Franchised Materials in a manner that is inconsistent with the terms of this Agreement;

B. Provide timely notice to the other Party of a perceived failure to perform any obligations under this Agreement and timely access to the other Party to information demonstrating the Party’s failure to perform;
C. Provide timely access to the Agency's Designated Representative and Contractor's
designated representative to information and facilities contemplated by this Agreement
including, but not limited to, complete and timely responses to requests of and access by
the Parties;

D. Provide timely notice of matters which may affect the Parties' ability to perform under
this Agreement.

3.4 REIMBURSEMENT OF DEVELOPMENT AND NEGOTIATION OF AGREEMENT

No later than thirty (30) days after the Effective Date, Contractor shall pay to the Agency forty
thousand dollars ($40,000) to offset the Agency's costs to develop and negotiate this Agreement.
The Parties acknowledge and agree that this sum is reasonable and approximately half the total
cost incurred by the Agency to develop and negotiate this Agreement.

ARTICLE 4: TERM OF AGREEMENT

4.1 TERM

The initial term of this Agreement shall be from July 1, 2021 to June 30, 2036. On July 1 of each
year, beginning on July 1, 2022, the expiration date of this Agreement shall be extended by one
year. Thus, on July 1, 2022, a year shall be added to the term of this Agreement, thereby making
the expiration date of this Agreement June 30, 2037. Such annual extensions shall continue until
either party to this Agreement gives not less than ninety (90) days' prior written notice to the
other party terminating the annual extensions, provided that such notice may not be given prior
to July 1, 2024.

Notwithstanding the immediately preceding provision, in the event of any assignment of this
Agreement by Contractor within the meaning of Section 12.6 below with or without the prior
written consent of the Agency, or in the event of a default by Contractor within the meaning of
Section 11.1 below that is not cured within the applicable time period, if any, the provision above
setting forth the automatic extension of the term of the Agreement shall be immediately
terminated, with no notice required, and the term shall automatically revert to a fifteen (15) year
term from the date of such assignment or event of default. Thereafter, the term of the Agreement
shall expire following fifteen (15) years from such date.
ARTICLE 5: SCOPE OF COLLECTION SERVICES

5.1 SUMMARY SCOPE OF SERVICES

Contractor shall be responsible for the following:

A. Collection, Processing and Transportation of Solid Waste, Recyclable Materials, Construction and Demolition Debris, and Organic Materials generated by and placed for Collection by Customers of Contractor’s services pursuant to the requirements of this Article 5 and Attachment B and in the collection areas defined below.

1. Mandatory Collection Area.

i. **Mandatory Service notice.** Within 7 days after receiving notice (based on Contractor’s drivers’ observations, information and belief or otherwise) that a formerly unoccupied Premise located in a Mandatory Collection Area becomes occupied or Customers residing there have changed, Contractor will give written notice to the owner or occupant of that Premise that Collection is required unless Contractor has already received a request for Collection Services at that Premise.

ii. **Mandatory Collection and exemptions.** Contractor shall provide Collection at each Premise located in each Mandatory Collection Area unless that Premise is exempted from Collection in accordance with the applicable Member’s municipal code, rule(s), resolution(s), and/or regulation(s).

2. Voluntary Collection Area. Contractor will provide Collection service at each Premise located in each Voluntary Collection Area to every Person that subscribes to service.

i. **Collection commencement.** Contractor will commence Collecting all Solid Waste placed at the set-out site of a Premise located in a Voluntary Collection Area within one week of the request of the Customer subscribing to Collection at the Premise.

ii. **Collection termination.** Upon written direction of a Customer, Contractor will cease providing Collection immediately or at any other time specified by that Customer, without penalty, and refund any pre-paid Rates. A Customer may terminate without cause.
B. Transporting Collected materials to the Approved Disposal Facility and the Approved Recycling Facility pursuant to the requirements of this Article 5 and Attachment B;

C. Performing all other services required by this Agreement including, but not limited to, Customer billing, public education, Customer service, record keeping, and reporting pursuant to this Article 5, Article 7, and Attachment D;

D. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement;

E. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, regulatory fees (including the Agency’s and Members' franchise fees, as applicable), and utilities;

F. Performing or providing all services necessary to fulfill its obligations in full in accordance with this Agreement and always using best industry practice for comparable operations;

G. Complying with all Applicable Laws; and

H. Performing the work and providing the services pursuant to this Agreement in a thorough and professional manner so that the residents and businesses within the Service Area are provided reliable, courteous, and high-quality service at all times. The enumeration and specification of aspects of service, labor, or equipment requirements in this Agreement shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in this Agreement, unless excused in accordance with Section 11.7.

I. Not knowingly delivering materials collected under this Agreement to facilities that do not comply in all material aspects with Applicable Law, including, but not limited to, CalRecycle regulations under California Code of Regulations, Title 14, Division 7, Chapter 3 ("Minimum Standards for Solid Waste Handling and Disposal"; Sections 17200 et seq.) Contractor, and not the Agency or the Members, must use reasonable efforts to ensure that all Disposal, transfer, and Processing facilities to which contractor delivers material under this Agreement are properly permitted to receive material collected under this Agreement, except for any other facility that the Agency directs Contractor to use in accordance with this Agreement.
5.3 USE OF APPROVED RECYCLING FACILITY AND APPROVED DISPOSAL FACILITY

Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Disposal Facility and the Approved Recycling Facility for the purposes of Processing and/or Disposing of all Solid Waste, Recyclable Materials, Construction and Demolition Debris, Organic Materials, and other materials Collected in the Service Area. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any Change in Law regarding flow control limitations or any definition thereof.

5.4 SUBCONTRACTING

Contractor shall not engage any Subcontractors or subcontractors for Collection, Transportation, Processing, or Disposal of Solid Waste, Recyclable Materials, Organic Materials, or C&D services without the prior written consent of the Agency’s Designated Representative. If Contractor plans to engage Subcontractors or subcontractors in the performance of this Agreement, Contractor shall provide the Agency’s Designated Representative with thirty (30) days’ written notification of such and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement. Any such engagement of Subcontractors or subcontractors by Contractor in the performance of this Agreement shall be at market rates, provided that the rates charged to Contractor by the Clover Flat Sanitary Landfill Disposal facility will be as set for that facility. A current list of approved Subcontractors and subcontractors is attached as Attachment C.

5.5 RESPONSIBILITY FOR MATERIALS

Once Solid Waste, Recyclable Materials, Construction and Demolition Debris, and Organic Materials are placed in Contractor’s Containers and at the Collection location, the responsibility for their proper handling shall transfer directly from the Generator to Contractor, except for Excluded Waste if Contractor can identify the Generator pursuant to Section 6.7.B. Once Solid Waste, Recyclable Materials, Construction and Demolition Debris, and Organic Materials are deposited by Contractor at the Approved Disposal Facility or the Approved Recycling Facility, such materials shall become the responsibility of the Owner or operator of thereof with the exception of Excluded Waste pursuant to Section 6.7.C. Responsibility for Excluded Waste that has been inadvertently Collected by Contractor shall remain with Contractor if it cannot identify the Generator, and Contractor shall assume all responsibility for its proper Disposal.

5.6 AGENCY-DIRECTED CHANGES IN SCOPE OF SERVICES

The Agency may meet and confer with Contractor to establish the scope of any additional services or modification to existing services (which may include, but is not limited to, use of facilities other
than the Approved Disposal Facility and/or the Approved Recycling Facility, use of vehicles or other equipment, or compliance with SB 1383) to be provided under this Agreement. In such case, Contractor shall present, within thirty (30) calendar days of the Agency's request, a written proposal to provide such modified or additional services. The Agency shall review Contractor's proposal for the change in scope of services. The Agency and Contractor may meet and confer to negotiate Contractor's proposed revisions and costs and shall amend this Agreement and the Rates, as appropriate and in accordance with Section 9.3, to reflect the mutually agreed-upon changes in scope.

5.7 SOLID WASTE

A. Collection and Delivery. Contractor shall offer and provide Solid Waste Collection services as described in Attachments B1, B2, and B3.

B. Disposal. Contractor hereby guarantees sufficient capacity at the Approved Disposal Facility to Dispose all Solid Waste Collected by Contractor under this Agreement throughout the Term of this Agreement.

C. Diversion and New Programs. Contractor acknowledges that the Agency and Members are committed to Diverting materials from Disposal through the implementation of source reduction, reuse, Recycling, Composting, and other programs, and that Members may implement new programs that may impact the overall quantity or composition of Solid Waste Collected by Contractor and Disposed of by the Owner or operator of the Approved Disposal Facility, subject to Contractor's right to petition for a Rate change pursuant to Section 9.3.

D. Costs and Regulations. Contractor shall pay all costs associated with transporting and Disposal of Solid Waste including payment of any gate fees charged at the Approved Disposal Facility. Contractor shall observe and comply with all regulations and posted rules in effect at the Approved Disposal Facility and cooperate with and take direction from the Owner or operator thereof with respect to delivery thereto of Solid Waste, Recyclable Materials, Construction and Demolition Debris, and Organic Materials.

E. Alternative Disposal Facility. If Contractor is unable to use the Approved Disposal Facility due to an emergency or sudden unforeseen closure of the Approved Disposal Facility, Contractor may use an alternative Disposal facility provided Contractor provides written notice to the Agency's Designated Representative. Within forty-eight (48) hours of emergency or sudden and
unforeseen closure, Contractor shall provide a written description of the reasons the use of the Approved Disposal Facility is not feasible, and the period of time Contractor proposes to use the alternative Disposal facility.

If the need to use the alternative Disposal facility is discretionary or for reasons within Contractor's, or its Subcontractor's, reasonable control, Contractor's Compensation shall not be adjusted for any change in Transportation and Collection costs associated with use of the alternative Disposal facility. If the need to use the alternative Disposal facility results from reasons beyond Contractor's, or its Subcontractor's, reasonable control, the Agency shall adjust, either up or down, Contractor's Compensation for changes in Transportation and Collection costs associated with use of the alternative Disposal facility. If a change in the Disposal facility results in increased costs, the Agency may identify and direct Contractor to an alternative Disposal facility that results in lower costs than the Contractor-identified alternative.

5.8 RECYCLABLE MATERIALS

A. Collection and Delivery. Contractor shall provide Recyclable Materials Collection services as described in Attachments B1, B2, and B3. Contractor shall Transport and deliver all Source-Separated Recyclable Materials placed by Customers in Recyclable Material Containers to the Approved Recycling Facility. All tipping fees and other costs associated with transporting to and Processing such Recyclable Materials at the Approved Recycling Facility and Disposing of the residue as required in Section 5.8.D below shall be paid by Contractor.

Contractor shall observe and comply with all regulations in effect at the Approved Recycling Facility and cooperate with and take direction from the Owner or operator thereof with respect to delivery of Recyclable Materials. Contractor shall actively work with the Owner or operator of the Approved Recycling Facility throughout the Term of this Agreement to minimize Contamination of the Recyclable Materials Collected under this Agreement and delivered to the Approved Recycling Facility. Contractor shall report to the Agency's Designated Representative on a quarterly basis the average residue percentage of all tons shipped to and processed at the Approved Recycling Facility.

B. Processing. Contractor hereby guarantees sufficient capacity at the Approved Recycling Facility to Process all Source Separated Recyclable Materials Collected by Contractor under this Agreement throughout the Term of the Agreement.
Contractor shall keep all existing permits and approvals necessary for use of the Approved Recycling Facility in full regulatory compliance. Within fifteen (15) days of a request therefor, Contractor shall provide copies of facility permits and/or notices of violations (obtained from its Processing facility Subcontractor if necessary) to the Agency’s Designated Representative.

If Contractor is unable to use the Approved Recycling Facility due to an emergency or sudden unforeseen closure of the Approved Recycling Facility, Contractor may use an alternative Processing facility provided Contractor provides written notice to the Agency’s Designated Representative. Within forty-eight (48) hours of emergency or sudden and unforeseen closure, Contractor shall provide a written description of the reasons the use of the Approved Recycling Facility is not feasible, and the period of time Contractor proposes to use the alternative Processing facility.

If the need to use the alternative Processing facility is discretionary or for reasons within Contractor’s, or its Subcontractor’s, reasonable control, Contractor’s Compensation shall not be adjusted for any change in Transportation and Processing costs associated with use of the alternative Processing facility. If the need to use the alternative Processing facility results from reasons beyond Contractor’s, or its Subcontractor’s, reasonable control, the Agency shall adjust, either up or down, Contractor’s Compensation for changes in Transportation and Processing costs associated with use of the alternative Processing facility. If a change in the Processing facility results in increased costs, the Agency may identify and direct Contractor to an alternative Processing facility that results in lower costs than the Contractor-identified alternative.

Contractor may change its use of the Approved Recycling Facility for Processing of Recyclable Materials following the Agency’s written approval. If Contractor seeks to use a Processing facility that is different than the Approved Recycling Facility, it shall request written approval from the Agency’s Designated Representative at least sixty (60) calendar days prior to use of the site.

C. Marketing. Contractor shall be responsible for marketing Source Separated Recyclable Materials Collected in the Service Area that are delivered for Processing at the Approved Recycling Facility. Contractor’s marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy established by the Act. Contractor shall use its best efforts in marketing and promoting the sale of all Source-Separated Recyclable Materials to obtain the highest prices available under prevailing conditions in the relevant market, whether foreign
or domestic. Where practical, the marketing strategy should include use of local, regional, and domestic markets for Recyclable Materials.

D. Residue Disposal. Residue from the Processing of Source Separated Recyclable Materials Collected under this Agreement at the Approved Recycling Facility, which cannot be marketed, shall be Disposed of by Contractor, or its Subcontractor, at a mutually agreed upon Disposal facility. Residue delivered to the Disposal facility shall not include any Excluded Waste.

5.9 ORGANIC MATERIALS

A. Collection and Delivery. Contractor shall provide Organic Materials Collections services as described in Attachments B1, B2, and B3. Contractor shall Transport and deliver all Organic Materials Collected under this Agreement to the Approved Disposal Facility and/or the Approved Recycling Facility. Contractor shall pay all tipping fees and other costs associated with Transporting and Processing Organic Materials.

Contractor shall observe and comply with all regulations in effect at the Approved Disposal Facility and/or the Approved Recycling Facility and cooperate with and take direction from the Owner or operator thereof with respect to delivery of Organic Materials. Contractor shall actively work with the Owner or operator of the Approved Disposal Facility and the Approved Recycling Facility throughout the Term of this Agreement to minimize Contamination of the Organic Materials Collected under this Agreement and delivered to the Approved Disposal Facility and/or the Approved Recycling Facility. Contractor shall report on a quarterly basis to the Agency’s Designated Representative the average residue percentage of all tons shipped to and processed at the Approved Disposal Facility and/or the Approved Recycling Facility.

B. Alternative Daily Cover. In no case shall Organic Materials be utilized as Alternative Daily Cover, even if allowed by Applicable Law.

5.10 CONSTRUCTION AND DEMOLITION DEBRIS

A. Collection and Delivery. Contractor shall provide Construction and Demolition Debris Collections services as described in Attachments B3. Contractor shall Transport and deliver all Construction and Demolition Debris Collected under this Agreement to the Approved Disposal Facility and/or the Approved Recycling
Facility. Contractor shall pay all tipping fees and other costs associated with Transporting and Processing Construction and Demolition Debris.

Contractor shall observe and comply with all regulations in effect at the Approved Disposal Facility and/or the Approved Recycling Facility and cooperate with and take direction from the Owner or operator thereof with respect to delivery of Construction and Demolition Debris. Contractor shall actively work with the Owner or operator of the Approved Disposal Facility and the Approved Recycling Facility throughout the Term of this Agreement to minimize Contamination of the Construction and Demolition Debris Collected under this Agreement and delivered to the Approved Disposal Facility and/or the Approved Recycling Facility.

5.11 BULKY ITEMS AND REUSABLE MATERIALS

A. **Collection.** Contractor shall offer Bulky Item and Reusable Materials Collection services as described in Attachments B1 and B2. Bulky Item and Reusable Materials Collection services shall be offered to Single-Family and Multi-Family Customers pursuant to Attachment B either free of charge or for an additional charge. Contractor shall make reasonable efforts to schedule on-call Bulky Item and Reusable Materials Collections on a day that is convenient to the Customer.

B. **Alternative Collection.** Contractor may, at its sole discretion and expense, identify those Bulky Items and Reusable Materials that can be Collected by local youth, community, or other charitable organizations and arrange with such organizations to provide the Collection. Regardless of Contractor’s use of such an organization, Contractor shall be responsible for ensuring that service is provided to the Customer in a professional and timely manner.

C. **Transportation.** Contractor shall transport all Bulky Items or Reusable Materials Collected under this Agreement to the Approved Disposal Facility and/or the Approved Recycling Facility for recycling or disposal, as appropriate. Contractor shall pay all costs associated with transporting and Processing Bulky Items and Reusable Materials. Contractor shall be relieved of this obligation for any items collected by a local youth, community, or other charitable organization.

Contractor shall observe and comply with all regulations in effect at the Approved Disposal Facility and/or the Approved Recycling Facility and cooperate with and
take direction from the Owner or operator thereof with respect to delivery of Bulky Items and/or Reusable Materials.

5.12 MEMBER SERVICES

Contractor shall provide Members, without charge, the services set forth in this section.

A. Containers at Members' Facilities

Contractor shall Collect, not less than weekly and more frequently as the Member shall determine, Solid Waste, Recyclable Materials and Organic Materials from Containers located at Member-owned facilities including, but not necessarily limited to, parks, municipal offices, corporation yards, parking lots, fire stations, and such other Member-owned properties as Members shall specify. Please see Attachment B4 for a listing of existing Member facilities. Contractor shall provide a sufficient number of suitably-sized Containers at or in the vicinity of such properties for the deposit of Discarded Materials in said Containers for Collection by Contractor. Notwithstanding the foregoing, a Member may, at that Member's sole discretion, Collect and transport Solid Waste and other Discarded Materials which may accumulate on that Member's properties, or by reason of any of that Member's operations, to the Approved Disposal Facility and/or the Approved Recycling Facility, at no direct cost to the Member.

B. Containers at Public Locations

Contractor shall Collect Discarded materials deposited in Public Containers for Solid Waste, Recyclable Materials and Organic Materials that are located in the Service Area and listed in Attachment B5 and such other Member-owned Public Containers as Members shall specify. Collection shall be performed on a schedule provided by the Member. Collection shall include clean-up of the area within a radius of fifteen (15) feet of each Public Container. The Member shall provide Contractor a service schedule and a map showing the locations of the Public Containers to be serviced by Contractor. The Agency and its Members reserve the right to change the service schedule during the term of this Agreement upon not less than thirty (30) calendar days written notice to Contractor and may add Public Containers as it deems necessary.

C. Member Community Events
Contractor shall Collect Solid Waste, Recyclable Materials and Organic Materials at Member community events listed on Attachment B6 and such other Member community events as Members shall specify. The Members shall notify Contractor of the dates and locations for the event at least thirty (30) days prior to each event.

D. **Free Compost**

Upon request from a Member and up to three (3) times each year for each Member, Contractor shall provide at least twenty (20) cubic yards of free Compost for use by the Member or its residents in a Drop Box or similar Container. The Member shall identify the time and location of each Compost drop-off. Members may also decide to conduct joint events.

E. **E-Waste and Shred Event**

Three times each year on days mutually selected by the Agency and Contractor, Contractor shall conduct an E-Waste and shred event where Residential Customers and Members may Dispose of E-Waste at no charge. Contractor shall also provide free shredding and other agreed upon services at that event. The location of the event shall be determined by mutual agreement of the Agency and Contractor.

F. **Abandoned Solid Waste**

1. **On-call.** At oral, electronic or written direction of the Agency’s Designated Representative, each month Contractor will Collect up to five (5) tons of Abandoned Solid Waste discarded at the locations identified by the Agency in the Service Area without charge to the Agency or the Members. If the Agency’s Designated Representative contacts Contractor by noon on a weekday, Contractor will collect Abandoned Solid Waste on that same day. If the Agency’s Designated Representative calls after noon on a weekday, Contractor will collect Abandoned Solid Waste by the end of the following weekday. Abandoned Solid Waste tons collected above five (5) tons per month will be paid for by the Agency at the Contractor’s actual costs therefor.

2. **Contact with drivers on route.** Contractor shall inform the Agency’s Designated Representative by telephone or email at the phone number or email address directed by the Agency or provided herein, of Abandoned Solid Waste observed during route collection.
3. **Documenting trouble spots.** Contractor will take digital photographs of Abandoned Solid Waste its drivers repeatedly observe on public or private land within the Service Area not placed in Containers. Contractor will label those photographs to indicate the place, date and time they were taken.

4. **Litter clean-up.** Contractor will clean up litter within a 10-foot radius of each Abandoned Solid Waste Collection site.

5. **Diversion.** Contractor will use reasonable business efforts to Divert the Abandoned Solid Waste that it collects in accordance with this Agreement and Applicable Law.

G. **Credits for Members Services.**

Pursuant to the Ninth Amendment to Agency Agreement #95-09, Members are entitled to certain dollar amounts of credits for services received from Contractor. Within thirty (30) days after the Commencement Date, Contractor shall pay to each Member that Member’s accrued but unused dollar amounts of credits under the Ninth Amendment to Agency Agreement #95-09.

5.13 **PUBLIC EDUCATION AND OUTREACH**

Contractor shall submit a public education and outreach plan to the Agency annually that meets the mutual goals and requirements of the Parties and the Act. The plan shall include, but is not limited to, distribution of billing inserts and flyers; distribution of posters and flyers to schools, community centers, libraries, and other facilities; speeches and slideshows to schools; preparation of community service announcements; and displays at community events, festivals, and similar activities. The Agency’s Designated Representative shall approve the plan prior to implementation.

A. **Program Objectives**

Contractor’s public education and outreach strategy shall focus on improving Customer understanding of the benefits of and opportunities for source reduction, reuse, Recycling, and Composting. In general, Contractor-provided public education and outreach should: (i) inform Customers about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, reuse, Recycling, and Composting, (ii) instruct Customers on the proper method for placing materials in Containers for Collection and setting Containers out for Collection with specific focus on minimizing
Contamination of Recyclable and Organic Materials, and (iii) clearly define the Excluded Waste and educate Customers about the hazards of such materials and their opportunities for proper handling.

B. Coordination with Agency and Members’ Educational Efforts

Contractor acknowledges that it is part of a multi-party effort to operate and educate the public about the regional integrated waste management system. Contractor shall cooperate and coordinate with the Agency’s Designated Representative, and Members as applicable, to minimize duplicative, inconsistent, or inappropriately timed education campaigns. Contractor is aware that the Agency is responsible for regional public education and outreach for schools, self-hauled waste, and home Composting. Contractor shall not engage in public education and outreach around these subjects without coordination with and approval of the Agency’s Designated Representative Member, as applicable.

Contractor shall allow the Agency’s Designated Representative a reasonable opportunity to review, request modifications to, and approve all public education materials including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release. The Agency shall have the right to request that Contractor include the Agency’s and/or Members’ identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld.

5.14 DIVERSION STANDARDS

A. Contractor Obligation

In awarding this Agreement, the Agency relied on Contractor’s representation that Contractor will provide a level of Diversion that ensures the Agency and Members will be in full compliance with its State Diversion obligations, as defined as of the Effective Date by AB 939, AB 341, AB 1826, AB 2176, SB 1383, related state laws and regulations, and Applicable Law. The Agency’s grant of an exclusive franchise pursuant to Section 3.1 is based in part on providing Contractor the means necessary to ensure the Agency and Members meet their Diversion obligations. The following Diversion standards are intended to ensure the Agency and Members will be in full compliance with their Diversion obligations under Applicable Law.

B. Diversion Rate
Compliance with the Diversion standards will be measured for a calendar year in terms of the tons of Franchised Materials Collected by Contractor in the Service Area that are sold or delivered during such calendar year to the Approved Disposal Facility, the Approved Recycling Facility, a recycler, a Composting facility or a re-use facility, net of all Residue, divided by the total tons of Franchised Materials Collected in the Service Area by Contractor during such calendar year.

C. Diversion Standards

Diversion performance shall be considered acceptable if the diversion percentage calculated in accordance with Section 5.14.B. above for any calendar year is 45% or greater.

D. Compliance with Diversion Standards

1. **Agency Determination of Compliance.** Contractor shall provide the Diversion-related data and information defined in Section 7.3 and Attachment D as part of its scheduled reporting. The Agency may and at any time determine compliance with the above Diversion standards, as well as ascertaining progress towards achieving the next scheduled Diversion requirement. Contractor acknowledges that the Agency may request, and Contractor shall provide in a timely manner, such additional information as may reasonably be needed to ascertain compliance with the Diversion standards set forth in Section 5.14.C.

2. **CalRecycle Notice.** If at any point during the Term, CalRecycle notifies the Agency or any Member that they are not in compliance with their Diversion obligations under Applicable Law, Contractor shall notify Agency within 24 hours and the Parties will meet within fourteen (14) days of the Agency’s request regarding compliance with the Diversion standards. Should Contractor be found to be in compliance with its obligations with respect of the Diversion standards in Section 5.14.C., but there is the need to modify Contractor obligations to meet the Agency’s or any Member’s Diversion obligations under Applicable Law, the Parties shall meet and confer to consider such modification and such modification will be considered a change in scope of services as provided in Section 5.6.

3. **Implementation of Additional Diversion Services.** If the Agency determines that Contractor has not fulfilled its obligations with respect to
the Diversion standards set forth in this Section 5.14, the Agency may direct Contractor to perform additional services (including the implementation of new diversion programs) or modify the manner in which it performs existing services, and Contractor agrees to do so at no additional charge; provided, however, that pilot programs and innovative services which may entail new Collection methods and use of new or alternative Solid Waste processing and disposal technologies shall constitute changes in the scope of services under Section 5.5 above.

E. Cooperation

Contractor acknowledges the Agency’s and Members’ needs with respect to Diversion and will assist the Agency and the Members to identify all diversion activities in the Service Area, including diversion activities from Commercial accounts that self-haul Recyclables or utilize third-party recyclers as permitted by Section 3.2. Contractor will use good faith efforts to identify all Commercial accounts using self-haul or third-party recycling services and provide the contact information for these accounts to Agency’s Designated Representative so that Agency staff can contact these accounts to require compliance with the reporting requirements imposed by Applicable Law.

ARTICLE 6: REQUIREMENTS FOR OPERATIONS, EQUIPMENT AND PERSONNEL

6.1 GENERAL

Contractor shall always comply with Applicable Laws and provide services in a manner that is safe to the public and Contractor’s employees. Except to the extent that a higher performance standard is specified in this Agreement, Contractor shall perform services in accordance with Solid Waste, Recyclable Materials, Organic Materials, and C&D management practices common to Northern California.

6.2 OPERATING HOURS AND SCHEDULES

A. Hours of Collection for UVDS.

Unless otherwise authorized in writing by the Agency’s Designated Representative, Contractor’s days and hours for Collection operations shall be as follows:
1. **Residential Premises.** Collection from Residential Premises shall only occur between the hours of 5:00 a.m. and 6:00 p.m., Monday through Friday, except that during weeks in which a Holiday occurs, Contractor may provide Collection scheduled for a Friday on Saturday.

2. **Commercial Premises.** Collection from Commercial Premises that are two hundred (200) feet or less from Residential Premises shall only occur between the hours of 5:00 a.m. and 6:00 p.m., Monday through Friday. Collection from Commercial Premises more than two hundred (200) feet from Residential Premises shall only occur between the hours of 3:00 a.m. and 6:00 p.m., Monday through Saturday.

3. **Certain Roads.** Notwithstanding Sections 6.2.A.1 and 6.2.A.2, Collection from Residential Premises and Commercial Premises located on the Silverado Trail or Highway 29 may occur between the hours of 4:00 a.m. and 6:00 p.m., Monday through Friday.

**B. Holiday Schedule.**

Contractor, at its sole discretion, may choose not to provide Collection or Disposal and Processing services, as applicable, on a Holiday. In such event, Contractor shall provide Collection services on the day following the Holiday thereby adjusting subsequent work that week; however, Customer service days shall be returned to the normal schedule within one (1) week of the Holiday. Contractor shall provide Customers notice of Holiday-related changes in Collection or Disposal and Processing services schedules, as applicable, at least two weeks prior to the change.

6.3 **COLLECTION STANDARDS**

**A. Servicing Containers.**

Contractor shall pick up and return each Container to the location where the Container was placed properly for Collection. Contractor shall place the Containers upright with lids properly secured.

Contractor, at the request of Customers, may provide special services including: (i) unlocking Containers, (ii) accessing Container enclosures with a key, or (iii) pulling or pushing Containers to the Collection vehicle. Contractor may charge Customers for extra services at the Rates approved by the Agency for such services or other special services as mutually agreed upon.
B. Litter Abatement and Spill Prevention.

Contractor shall use due care to prevent spills or leaks of material placed for Collection, Used Motor Oil, fuel, and fluids while providing services under this Agreement. If any materials are spilled or leaked during Collection and Transportation, Contractor shall clean up all spills or leaks before leaving the site of the spill and properly dispose of the materials.

Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, hot load (combustion of material in the truck), or accidental damage to a vehicle.

Contractor shall cover all open Drop Boxes at the pickup location before transporting materials to the Approved Disposal Facility or the Approved Recycling Facility.

Contractor shall conduct public outreach and staff training to Customers on best management practices for litter abatement at no extra charge to the Agency or Members when no additional direct expenses are incurred by Contractor that are outside the scope of the Public Education and Outreach Program as described in Section 5.13. If requested outreach and staff training would result in additional direct expenses to Contractor, the Agency’s Designated Representative shall be promptly notified. If the Agency or Members decide to pay direct expenses, Contractor shall conduct activities for no additional charge. If the Agency or Members do not agree to pay direct expenses, Contractor shall be under no obligation to provide the requested services. Such best management practices include, without limitation:

- Closing Container lids and right sizing service: Contractor staff will tag overfull containers with “reminder stickers,” which will serve as outreach and education to the Customer. Photos of the container will be taken by drivers, attached to the Customer’s account, and will be available to outreach and Customer service staff to demonstrate to the Customer where a problem exists.

- Outreach to Customer on importance of bagging lightweight materials such as plastic bags, film plastics, foam peanuts, and other materials that can easily become litter due to their lightweight nature.

- Driver training on litter reduction techniques and litter removal best management practices.
• Affixing signage to the back of Contractor’s trucks which reads “Help us keep our roadways and waterways clean. If you see litter falling out of this truck, please contact 800-XXX-XXXX”.

C. Development and Review of Collection Specifications. Contractor shall work with the Agency to develop standard specifications for Collection Container enclosures at Commercial and Multi-Family Premises. These specifications shall be developed to ensure that the Collection Container enclosures are built to provide adequate space for and suitable configuration to allow Contractor to safely and efficiently service Solid Waste, Recyclable Materials, and Organic Materials Containers. Contractor’s designated representative or other appropriately qualified staff shall, upon request by the Agency’s Designated Representative, provide a review of plans for new Multi-family and Commercial development or project design drawings. Contractor shall provide comments and recommendations resulting from the review in writing within ten (10) days of receipt of the documents for review. In each review report, Contractor shall comment on the acceptability of the proposed enclosure arrangements in terms of: (i) the adequacy of space for Solid Waste, Recyclable Materials, and Organic Materials Containers, (ii) the accessibility of the Containers for Collection including whether additional charges (e.g., push/pull, etc.) would apply, and (iii) ease of use by tenants.

6.4 VEHICLE REQUIREMENTS

A. Vehicles. Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. Contractor shall have available sufficient back-up vehicles for each type of Collection vehicle used to respond to scheduled and unscheduled maintenance, service requests, complaints, and emergencies. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. Hoppers shall be enclosed on top and on all sides to prevent material from leaking, blowing or falling from the vehicles. Each Collection vehicle shall be equipped with a shovel and broom for clean-up of spillage. Collection vehicles shall never be loaded to exceed the manufacturer’s recommended weight limit or otherwise operated unsafely or in violation of any Applicable Law.

To the extent required now or in the future by Applicable Law, Contractor shall provide its Collection vehicles to be in full compliance with local, state and federal clean air requirements, including, but not limited to, the California Air Resources Control Board regulations, such as those regulations requiring the implementation
of “Diesel Particulate Matter Control Measure for On-Road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicle Diesel Engines” as currently codified in California Code of Regulations, Title 13, Section 2020 et seq; the Federal EPA’s Highway Diesel Fuel Sulfur regulations and any other applicable air pollution control laws. Contractor has inspected all applicable streets within the Service Area and acknowledges and certifies that all vehicles can safely and effectively operate within the Service Area.

B. Vehicle Signage. Collection vehicles shall present a clean appearance while providing service under this Agreement. Contractor’s name and local telephone number shall be displayed on all vehicles in at least four (4) inch characters.

C. Vehicle Maintenance. Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. Contractor shall repair, or arrange for the repair of, all its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause to maintain all equipment in a safe and operable condition. The Agency’s Designated Representative may inspect vehicles at any reasonable time, and within three (3) calendar days of such a request, to determine compliance with this Agreement and sanitation requirements.

D. Collection Vehicle Noise Level. The noise level generated by Collection vehicles using compaction mechanisms during the stationary compaction process shall not exceed seventy-five (75) decibels at fifty (50) feet from the Collection vehicle measured at an elevation of five (5) feet above ground level using the “A” scale of a standard sound level meter at slow response, or Applicable Law, whichever is more stringent.

E. Equipment Inventory. On or before the Commencement Date of this Agreement, Contractor shall provide to the Agency an inventory of Collection vehicles and major equipment, as applicable, used by Contractor for Collection, Transportation, or Disposal, as applicable, in performance of services under this Agreement. The inventory shall indicate each Collection vehicle by identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles, the date of acquisition, the decibel rating, and the maintenance and rebuilt status. Contractor shall submit to the Agency’s Designated Representative an updated inventory annually, or more often at the request of the Agency’s Designated Representative. Each vehicle inventory

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shall be accompanied by a certification signed by Contractor, as applicable, that all Collection vehicles and major equipment meet the requirements of this Article.

6.5 CONTAINER REQUIREMENTS

Contractor-provided Containers shall be designed and constructed to be watertight and prevent the leakage of liquids. All Containers purchased after the Commencement Date shall display UVDS's name, local telephone number, and some identifying inventory or serial number.

In the interest of creating effective and consistent public education and outreach, Contractor shall utilize its Containers to reinforce public education messages. All Solid Waste, Recyclable Materials, and Organic Materials Containers shall be in colors that comply with Applicable Law.

All Containers shall be maintained in a safe, serviceable, and functional condition and present a clean appearance. Customers using Carts shall be responsible for cleaning such Carts. Contractor shall steam clean all Containers, except Carts, as requested by Customer or as deemed necessary by Contractor to present a clean appearance. If Customer requests steam cleaning more frequently than one (1) time per year, Contractor may charge the Customer at approved Rates for such service. If any Container is impacted by graffiti, Contractor shall remedy the situation within fourteen (14) calendar days of notification at no additional charge.

6.6 PERSONNEL

A. General. Contractor shall furnish such qualified drivers, mechanical, supervisory, customer service, clerical, and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner. Contractor shall designate at least one (1) qualified employee as the Agency's primary point of contact with Contractor who is principally responsible for providing operations and resolution of service requests and complaints.

Contractor shall use their best efforts to assure that all employees who interact with Customers present a neat appearance and conduct themselves in a courteous manner. Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation, or gratuity from members of the public.

C. Driver Qualifications. All drivers must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor shall use the Class II California Department of Motor Vehicles employer “Pull Notice Program” to monitor its drivers for safety.
D. Safety Training. Contractor shall provide suitable operational and safety training for all of its employees who operate vehicles or equipment. Contractor shall train its employees involved in operations to identify, and not to collect or Dispose, Excluded Waste. Upon request from the Agency’s Designated Representative, Contractor shall provide a copy of its safety policy and safety training program, the name of their safety officer(s), and the frequency of their trainings.

E. Specific Employees. During the Term of this Agreement, Contractor will employ a Chief Financial Officer (CFO) and a Chief Operations Officer (COO), or employees with similar titles and qualifications typical of the Solid Waste, Recyclable Materials, Organic Materials, and C&D industry common to California. Such employees shall manage the day-to-day operations of Contractor, subject to the direction of Contractor’s Board of Directors.

6.7 HAZARDOUS WASTE INSPECTION AND HANDLING

A. Inspection Program and Training. Contractor shall develop a load inspection program that includes the following components: (i) personnel and training, (ii) load checking activities, (iii) management of wastes, and (iv) record keeping and emergency procedures.

Contractor’s load checking personnel, including Contractor’s Collection vehicle drivers, shall be trained in: (i) the effects of Hazardous Substances on human health and the environment, (ii) identification of prohibited materials, and (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

B. Response to Excluded Waste Identified During Collection. If Contractor determines that material placed in any Container for Collection is Excluded Waste or presents a hazard to Contractor’s employees, Contractor shall have the right to refuse to accept such material. The Generator shall be contacted by Contractor and requested to arrange proper Disposal. If the Generator cannot be reached immediately, Contractor shall, before leaving the Premises, leave a tag at least two (2) inches by six (6) inches in size, which indicates the reason for refusing to Collect the material and lists the phone number of a facility that accepts the Excluded Waste or a phone number of an entity that can provide information on proper Disposal of the Excluded Waste. Under no circumstances shall Contractor’s employees knowingly Collect Excluded Waste or remove unsafe or poorly containerized Excluded Waste from a Collection Container. Prior to the
Commencement Date of this Agreement, the tag that will be used to notice Customers of reason for non-Collection shall be reviewed and approved by the Agency’s Designated Representative. If Excluded Waste is found in a Collection Container or Collection area that could possibly result in imminent danger to people or property, Contractor shall immediately notify the Fire Department and other appropriate emergency personnel.

C. **Response to Excluded Waste Identified at Disposal or Processing Facility.** Materials Collected by Contractor will be delivered to the Approved Disposal Facility or the Approved Recycling Facility for purposes of Processing or Disposal. So long as the Approved Disposal Facility and the Approved Recycling Facility are owned or operated by an Affiliate of Contractor, load checkers and/or equipment operators at the Approved Disposal Facility and the Approved Recycling Facility shall also inspect and identify Excluded Waste in the loads delivered by Persons, Generators, and Contractor, and such personnel shall remove these materials for storage in approved, on-site, Excluded Waste storage Container(s) or otherwise Dispose of these materials in accordance with Applicable Law. Contractor shall arrange for removal of the Excluded Wastes collected by Contractor at its cost by permitted haulers in accordance with Applicable Laws and regulatory requirements, provided that Contractor may at its sole expense attempt to identify and recover the cost of Disposal from the Generator. If the Generator can be successfully identified, the cost of this effort, as well as the cost of Disposal, shall be chargeable to the Generator.

6.8 **AGENCY’S DESIGNATED REPRESENTATIVE**

The Agency has designated staff, Steven Lederer, as the Agency’s Designated Representative, to be responsible for the monitoring and administration of this Agreement. Contractor shall meet and confer with the Agency’s Designated Representative to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient, effective manner that is consistent with the stated objectives of this Agreement. The Agency may designate a different representative from time to time by providing notice thereof to Contractor. In such case, that person shall be the “Agency’s Designated Representative” for purposes of this Agreement.

From time to time the Agency’s Designated Representative may designate other agents of the Agency to work with Contractor on specific matters. In such cases, those individuals should be considered designees of the Agency’s Designated Representative for those matters to which they have been engaged. Such designees shall be afforded all of the rights and access granted thereto under this Agreement.
In the event of dispute between the Agency’s Designated Representative and Contractor regarding the interpretation of or the performance of services under this Agreement (but excluding the assessment of Liquidated Damages pursuant to Section 11.6 below), the Agency’s Designated Representative’s determination shall be conclusive except where such determination results in a material impact to Contractor’s revenue and/or cost of operations. For the purposes of this Section, “material impact” is an amount equal to or greater than one hundred thousand dollars ($100,000). In the event of a dispute between the Agency’s Designated Representative and Contractor that results in such material impact to Contractor, Contractor may appeal the determination of the Agency’s Designated Representative to the Agency’s Board of Directors, whose determination shall be conclusive. Notwithstanding the foregoing, this Section 6.8 shall be in addition to and not exclusive of any other remedies of the Parties under this Agreement, including, without limitation, each Party’s right to pursue available remedies at law or in equity.

The Agency’s Designated Representative or his designee shall have the right to observe and review Contractor operations and Processing facilities and enter Premises for the purposes of such observation and review, including review of Contractor’s records, during reasonable hours with reasonable notice. In no event shall Contractor prevent access to such premises for a period of more than one (1) calendar day after receiving such a request. The Agency’s Designated Representative shall have access to sections of Contractor’s Customer service database which facilitates the Agency’s retrieval and reporting of Customer service data.

**ARTICLE 7: BILLING, CUSTOMER SERVICE, RECORD KEEPING, AND REPORTING**

**7.1 BILLING SERVICES**

Contractor shall provide billing services for all Customers in the Service Area, including all Residential Properties, Multi-Family Properties and Commercial Properties. Contractor shall: (i) bill all Customers in the Service Area, including all SFDs, MFDs, and Commercial Properties at the rates permitted in this Agreement, (ii) maintain accurate billing and payment records, and (iii) bill Customers on the following schedule or as otherwise approved by the Agency:

- Each SFD Customer shall be billed quarterly in advance; and

- Each MFD and Commercial Customer shall be billed monthly in arrears.

Service Recipients’ bills shall be itemized showing the charges for each classification of services. Contractor and the Agency’s Designated Representative shall agree on the format of the invoice prior to the next billing cycle after the Commencement Date.
Customer billing shall reflect the rate arrangements described below inclusive of the fees described in Article 8. The rate schedules establish the maximum rates that may be charged.

- **SFD Rate Arrangements**
  Contractor shall provide residents with the container sizes they subscribe to; service such containers; and properly bill for the level of service requested.

- **MFD and Commercial Rate Arrangements**
  Contractor shall provide customers the number and sizes of containers requested; service such containers; and properly bill for the level of service requested.

- **Members Facilities**
  Members’ facilities shall be provided all collection services at “no cost.” The cost of collection services provided to Members will be included in Contractor’s annual compensation.

- **Special Services Charges**
  Contractor’s customer proposed rate schedule shall include all charges for special services, including: (1) unlocking Containers, (2) accessing Container enclosures with a key, (3) pulling or pushing Containers to a Collection Vehicle, (4) steam cleaning Containers as requested by the Customer, (5) additional residential solid waste cart monthly service rate, (6) additional Recyclable Materials Cart monthly rental, (7) additional Organic Materials Cart charge equivalent to 68% of the Solid Waste monthly service rate gallon equivalent.

Please see Sections 6.3.A, and 6.5 and Attachments B1, B2, and B3 for more details on situations in which special service charges apply.

Notwithstanding any other provision in this Agreement, Contractor shall not be required to pause or suspend service to Residential Customers for vacation or other similar reasons.

Contractor’s website shall provide Customers with the ability to pay their bills through an electronic check or credit card and include the ability for Customer billings to be automatically charged on a recurring basis. Contractor shall promote the website-based billing and payment system on all paper bills sent to Customers. Contractor shall prepare, mail, and collect bills from Customers who decline to use such internet-based billing system. Contractor shall make
arrangements to allow Customers to pay bills by cash, check, electronic check, money order, and credit card.

A. **Member Inserts.** Each Member may direct Contractor to produce and insert mailers with billings relating to that Member’s community events, public education and outreach activities, other environmental programs, and authorized rate increases. Each Member may request such mailers as frequently as four (4) times per year.

B. **Delinquent Accounts.** Contractor shall be responsible for collecting delinquent charges for services it renders to customers. Contractor shall employ measures consistent with law regulating the collection of debts, to obtain payment of charges including, but not limited to, use of its own employees to obtain judgments in Small Claims Court and to enforce such judgments.

In the event that any account becomes more than thirty (30) calendar days past due, Contractor shall notify such Customer of the delinquency via written correspondence and telephone contact, with a copy to the Agency’s Designated Representative, that service may be discontinued if the account becomes more than forty-five (45) calendar days past due. Should any account become more than forty-five (45) calendar days past due, Contractor may discontinue providing service to the Customer. No less than seven (7) calendar days prior to discontinuing service to a Customer, Contractor shall notify the Agency’s Designated Representative of the address, Service Level, service frequency, and delinquent billing amount. Contractor may withhold service from a delinquent account until all past delinquencies are paid in full. Upon restoring service to a previously delinquent account, Contractor may require a deposit from the Customer not to exceed one (1) quarter’s (SFD) or one (1) month’s (MFD or Commercial) billings at the Customer’s then-current Service Level.

C. **Billing Records.** Contractor shall keep records of all billing documents and customer account records including, but not limited to, invoices, customer payment coupons mailed with the invoice and collection notices, for a period of two (2) years after the date of receipt or issuance. Contractor may, at its option, maintain those records in electronic form, hard copy, or in any other manner, provided the records can be preserved and retrieved for inspection and verification in a timely manner.

D. **Customer Privacy.**
1. **Non-Disclosure.** Contractor shall not disclose to any Person other than the Agency or any Member any information identifying an individual Customer, the composition or contents of a Customer's Solid Waste, or a Customer's trade secrets unless upon authority of law, or pursuant to written authorization of the Customer.

2. **No marketing.** Contractor shall not market or distribute mailing lists with the name or address of Customers. Contractor's obligations under this subsection are in addition to any other privacy rights accorded Customers under Applicable Law.

E. **Agency and Member Access to Billing Information.** Contractor shall provide the Agency and Members with prompt access to all current and up-to-date billing information necessary to allow the Agency and Members to respond to customer inquiries or complaints or as otherwise required by the Agency or Members for their official purposes.

7.2 **CUSTOMER SERVICE**

A. **Customer Service.** Contractor shall at all times be in compliance with this Section 7.2.

B. **Office Location and Hours.** Contractor will have an operation and maintenance yard located at 1285 Whitehall Lane, St. Helena, California. Contractor shall provide at least one location where Customers can pay their bills in person. Contractor's office shall be open from 9 a.m. to 3 p.m. Monday through Friday for the public to pay their bills or get customer service assistance except for Holidays.

C. **Local Telephone Number and Equipment.** Contractor's principal office shall be accessible by a local telephone number at least during the office hours specified in Section 7.2.B and from 8 a.m. to 4:30 p.m. The telephone number shall be listed under Contractor's name in the local telephone directory and as appropriate on Collection vehicles and Containers. Contractor shall have sufficient equipment in place and staff to handle the volume of calls experienced on the busiest days. An answering machine or voicemail service shall record Customer calls and voice messages between hours the office is closed, or outside times calls are not being answered.

D. **Website.** Contractor shall develop a comprehensive website which fully explains and effectively promotes the Collection service options offered to its Customers. The website shall contain the full approved rate schedules as well as any other
information that may be helpful to the Members and Customers in meeting the Agency’s and Members’ Diversion goals. The website shall also allow Customers to submit inquiries, complaints and queries which shall be answered as provided for in the following paragraph.

E. **Service Requests, Compliments, Complaints.** Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer service requests and complaints. Contractor shall record in a separate computerized log, approved as to form by the Agency’s Designated Representative, all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. Contractor shall retain this complaint log for the Term plus two (2) years after its expiration or earlier termination. Upon request by the Agency’s Designated Representative, Contractor shall promptly compile and submit a summary statistical table of the complaint log.

Contractor shall respond to all complaints received within twenty-four (24) hours, weekends and Holidays excluded. If a complaint involves a failure to Collect Solid Waste, Recyclable Materials or Organic Materials from a Premises in the Service Area which is the fault of Contractor, Contractor shall Collect the material in question within twenty-four (24) hours of receipt of the Complaint, provided that the Generator has properly placed materials for Collection.

7.3 **RECORD KEEPING AND REPORTING**

A. **Record Keeping.**

As set forth in this Article, Contractor shall submit reports to the Agency on Solid Waste Collection and Disposal, Recyclable Materials Collection, Processing and marketing, Construction and Demolition Debris Collection and Disposal, and Organic Materials Collection, Processing and marketing to assist the Agency and Members in meeting the reporting requirements of AB 939, AB 341, AB 1826, SB 1383 and other Applicable Law.

Contractor shall maintain accounting, statistical, operational, and other records related to its performance as shall be necessary to provide reporting under the Act and demonstrate compliance with this Agreement. Unless otherwise required in this Article, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus three (3) years after its expiration or earlier termination. Records and data shall be in chronological and organized form
and readily and easily interpreted. Upon request by the Agency’s Designated Representative, any such records shall be retrieved in a timely manner by Contractor and made available for review and inspection. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically-maintained data and records shall be protected and backed-up.

B. Report Submittal Requirements

Contractor shall submit quarterly reports within thirty (30) calendar days after the end of the calendar quarter. Contractor shall submit annual reports no later than forty-five (45) calendar days after the end of each calendar year. Quarterly and annual reports shall, at a minimum, include all data and information as described in Attachment D. Contractor shall report and provide documentation of all violations of Applicable Law alleged or conclusively determined by any federal, state, or local government to the Agency immediately and in no event later than twenty four (24) hours thereafter.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the Agency’s Designated Representative and such approval shall not be unreasonably withheld. The Agency’s Designated Representative may, from time to time during the Term, review and request changes to Contractor’s report formats and content and Contractor shall not unreasonably deny such requests.

Contractor shall submit (via mail and e-mail) all reports to the Agency’s Designated Representative.

The Agency reserves the right to require Contractor to provide additional reports or documents as the Agency’s Designated Representative reasonably determines to be required for the administration of this Agreement or compliance with the Act or Applicable Law.

7.4 INSPECTION BY AGENCY; PERFORMANCE REVIEWS

A. General. The Agency reserves the right to inspect any and all of Contractor’s facilities and equipment at any time during normal business hours, without notice, and at any other time with reasonable notice.
B. **Performance Audits.** Performance and service quality audits and evaluations may be conducted or caused to be conducted by the Agency at its discretion and cost throughout the Term of this Agreement at a frequency no greater than once every two years, except for good cause as reasonably determined by the Agency’s Designated Representative. The reports required by this Agreement and Contractor’s ability or inability to achieve Diversion standards, in addition to any other relevant information, may be utilized as a basis of review. Such audits may include, but shall not be limited to, analyses of both financial and qualitative performance of Contractor and Contractor’s operations regarding compliance with this Agreement and the performance standards in Attachment G. If any noncompliance with this Agreement is found, the Agency may direct Contractor to correct the inadequacies in accordance with the terms of this Agreement. Contractor shall cooperate fully with the Agency in conducting such evaluations and audits. Contractor’s cost of cooperating with such audits and correcting any noncompliance with this Agreement shall be borne by Contractor.

**ARTICLE 8: FRANCHISE FEES AND OTHER FEES**

8.1 **FRANCHISE FEE**

In consideration of the rights provided Contractor herein, including the right to use Members’ streets and property, and based on the reasonable value of the rights provided Contractor herein, Contractor shall pay franchise fees to the Agency each quarter following the Commencement Date equal to the following percent of Gross Receipts for the prior quarter for all services performed under this Agreement:

A. 2.5 percent of Gross Receipts for Rate Year 2021-2022;

B. 6 percent of Gross Receipts for Rate Year 2022 -2023; and

C. 10 percent of Gross Receipts for Rate Year 2023-2024 and for each Rate Year thereafter during the Term of this Agreement.

8.2 **AB 939 FEE AND OTHER STATUTORY FEES**

Contractor shall pay an AB 939/Statutory fee to the Agency each quarter following the Commencement Date. The amount of the AB 939/Statutory fee shall be 3 percent of Gross Receipts for the prior quarter for all services performed under this Agreement.
The amount of the AB 939/Statutory fee will be equal to or less than the costs of the Agency’s programs, pilot studies, education and outreach campaigns, reporting, compliance, and other activities involved in complying with AB 939 or other existing or future statutory requirements related to solid waste and recycling, including, but limited to, AB 341, AB 1826, and SB 1383. The Agency will use the AB 939/Statutory fee to offset such costs.

8.3 ADJUSTMENT TO FEES

The Agency may set other fees or adjust the fees established in this Article from time-to-time during the Term of this Agreement and such other fees and adjustments to the fees established in this Article shall be included in the adjustment of Rates as described in Attachment E.

The amounts of the franchise fee, AB 939/Statutory fee and other fees in subsequent Rate Years shall be adjusted annually in accordance with the adjustment method described in Attachment E or shall be the amount specified by the Agency.

8.4 PAYMENT SCHEDULE AND LATE FEES

Within thirty (30) calendar days of the end of each calendar quarter, following the Commencement Date, Contractor shall remit to the Agency all fees as described in this Article. If such remittance is not paid to the Agency on or before the thirtieth (30th) calendar day following the end of a calendar quarter, all fees due shall be subject to a delinquency penalty of one and one-half percent (1.5%), which attaches on the first day of delinquency. The delinquency penalty shall be increased an additional one and one-half percent (1.5%) for each additional month the payment remains delinquent up to the amount authorized by law.

Each quarterly remittance to the Agency and individual Members shall be accompanied by a statement listing the amount of each fee paid; calculation of each fee; and, statement of Gross Receipts, by Customer Type for the period collected from all operations conducted or permitted by this Agreement. The Agency’s Designated Representative may, at any time during the Term, request a detailed calculation of Gross Receipts which may include, but is not necessarily limited to, the number of Customers charged at each Service Level and Rate charged for each billing period.

The Agency’s Designated Representative may, at any time during the Term, perform an audit of Contractor’s billings and payment of fees. Contractor shall cooperate with the Agency’s Designated Representative in any such audit. Should Agency’s Designated Representative perform this review and identify billing errors or other errors in payment of fees valued at one (1) percent or more of Gross Receipts, Contractor shall, in addition to compensating the Agency and individual Members as applicable for lost fees, reimburse the Agency’s cost of the review.
ARTICLE 9: CONTRACTOR'S COMPENSATION AND RATE SETTING

9.1 GENERAL

Contractor's compensation for performance of all its obligations under this Agreement shall be Gross Receipts. Contractor's Compensation provided for in this Article is the full, entire and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, Processing and Disposal fees, fees due to the Agency and individual Members as applicable, taxes, insurance, bonds, overhead, operations, profit, and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. Nothing herein shall obligate the Agency or the Members to provide any compensation to Contractor beyond Gross Receipts.

If Contractor's actual costs, including fees due to the Agency, are more than Gross Receipts, Contractor shall not be compensated for the difference in actual costs and actual Gross Receipts. If Contractor's actual costs are less than the actual Gross Receipts, Contractor shall retain the difference provided that Contractor has paid the Agency and Member fees pursuant to Article 8.

Under this Agreement, Contractor shall have the right and obligation to charge and collect from Customers the Rates in Attachment F that are approved by the Agency for provision of services to Customers.

9.2 RATES AND ANNUAL ADJUSTMENTS

A. General. The Agency shall be responsible for approving Rates as described in this Article. If at any time during the Term of the Agreement, Contractor determines the need for a Rate that does not appear on the Agency-approved Rate schedule in Attachment F, Contractor shall immediately notify the Agency and request establishment of such Rate. For example, if a Customer requires Collection of Organic Materials in a fifteen (15) cubic yard Compactor five (5) times per week and the Agency-approved Rate schedule does not include this level of service, Contractor must request that the Agency approve a Rate for this level of service.

B. Rates for Subsequent Rate Periods. Not later than May 1, 2021, in accordance with Attachment E, Contractor will submit a Base Year Application requesting the amount of Contractor's Rate adjustment for Rate Year One commencing July 1, 2021. Rates for subsequent Rate Years shall be adjusted in accordance with this Section 9.2 and Attachment E, subject to completion of any proceedings that a Member chooses to undertake under Article XIII C and/or D of the California Constitution with
respect to such Rates. The Agency’s Designated Representative shall have the right to request, in his or her sole discretion, information necessary to establish the reasonableness or accuracy of Rates adjusted in accordance with this Section 9.2 and Attachment E. After such request is made, Contractor shall promptly provide such information, which may include, but is not limited to, information regarding a Subcontractor or subcontractor. Contractor’s failure to fully cooperate in a timely manner with any reasonable request for information by the Agency’s Designated Representative may result in either the denial of or a delay in the approval of Rates in accordance with this Section 9.2 and Attachment E.

C. **Rate Structure.** The Agency and Contractor shall meet and confer to change the relationship of individual Rates in comparison with other Rates. Any such changes would occur in conjunction with the Rate adjustment process described in Section 9.2.B or in conjunction with an extraordinary Rate adjustment in accordance with Section 9.3. Changes to the Rates charged under the new structure shall be calculated in such a way that the revised Rate structure generates at least the same amount of total revenue when the number of accounts at each Service Level are multiplied by the Rates charged for each Service Level and the totals for all Service Levels are summed.

### 9.3 EXTRAORDINARY RATE ADJUSTMENTS

Extraordinary Rate adjustments shall be limited to a Change in Law, an Agency-directed change in scope of services (pursuant to Section 5.6), or an increase in Contractor’s Actual Operating Ratio for any Rate Year of at least two (2) points above the then-effective Operating Ratio for such Rate Year (a “Qualifying Operating Ratio Increase”). For example, a Qualifying Operating Ratio Change occurs when Contractor’s Actual Operating Ratio is 90% or higher in a Rate Year when the then-effective Operating Ratio is 88%. For purposes of this Section 9.3, the effective Operating Ratio for any Rate Year shall be as set forth in Section I of Attachment E. The “Actual Operating Ratio” for any Rate Year shall be determined by applying concepts in Section III of Attachment E to the actual, accrued revenues and expenses occurring during a given Rate Year. The calculation to determine the Actual Operating Ratio is as follows: Total Revenue (III.F), minus the sum of Allowable Cost of Operations (III.A) and Pass-Through Costs (III.D) equals “Actual Profit”. The Allowable Cost of Operations divided by the sum of the Actual Profit and the Allowable Cost of Operations equals the Actual Operating Ratio. If a Change in Law, an Agency-directed change in scope of services (pursuant to Section 5.6), or a Qualifying Operating Ratio Increase has occurred or will occur, Contractor may petition the Agency for an adjustment to the Rates in excess of the adjustment described in Section 9.2.
Contractor shall prepare an application for the extraordinary Rate adjustment. Such submittal shall be prepared in compliance with the procedures described in Attachment E and shall provide all information requested by the Agency’s Designated Representative specific to the nature of the request being made. Contractor shall pay all reasonable costs incurred by the Agency, including the costs of accountants, attorneys, and/or consultants, in order to make a determination of the reasonableness of the requested extraordinary Rate adjustment. The application shall clearly document the reason for the proposed adjustment, include calculation of the proposed Rate adjustments, and provide supporting documentation.

If Contractor provides reasonable evidence that a Change in Law, an Agency-directed change in scope of services (pursuant to Section 5.6), and/or a Qualifying Operating Ratio Increase for any Rate Year has occurred or will occur, that such change has resulted or will result in an increase in Contractor’s costs of performing and/or a decrease in Contractor’s profits under this Agreement, and that such increased costs are reasonable and/or such decreased profits are not reasonable, then Contractor shall be entitled to an adjustment in Rates in accordance with Attachment E sufficient to compensate, to the maximum extent possible, for such increased costs and/or decreased profits commencing from the date(s) such increased costs and/or decreased profits first occurs. The decision of the Agency’s Board of Directors regarding reasonableness shall be conclusive.

The Agency may also initiate an extraordinary adjustment to Rates due to a Change in Law, an Agency-directed change in scope of services (pursuant to Section 5.6), or an increase or decrease in Contractor’s Actual Operating Ratio (using the calculation method outlined above). If the Agency provides reasonable evidence that one or more of these has occurred or will occur, that such change will result in an increase or decrease in Contractor’s costs of performing and/or an increase or decrease in Contractor’s profits under this Agreement, and that such increased or decreased costs are reasonable and/or such increased or decreased profits are not reasonable, then the Agency may adjust Rates in accordance with Attachment E sufficient to cover such increased or decreased costs and/or increased or decreased profits. The decision of the Agency’s Board of Directors regarding reasonableness shall be conclusive.

The Agency’s Designated Representative shall have the right to request any information that he or she, in his or her sole judgment, determines is necessary to establish the reasonableness or accuracy of Contractor’s request for an extraordinary Rate adjustment or an Agency-initiated extraordinary Rate adjustment. After such request is made, Contractor shall promptly provide such information, which may include, but is not limited to, information regarding a Subcontractor or, if available to Contractor, a subcontractor. Contractor shall use best efforts to secure such information from Subcontractors and subcontractors. Contractor’s failure to fully cooperate in a
timely manner with any reasonable request for information by the Agency’s Designated Representative may result in either the denial of or a delay in the approval of the request for an extraordinary Rate increase.

Notwithstanding any other provision of this Section 9.3, in the event Contractor submits an application for an extraordinary Rate adjustment hereunder, the Agency’s Designated Representative may request an Agency-directed change in scope of services (pursuant to Section 5.6) to reduce or eliminate the need for an extraordinary Rate adjustment hereunder.

9.4 Change in Law and SB 1383

The Agency and Contractor understand and agree that the California Legislature has the authority to make comprehensive changes to the Act and related legislation and that these and other changes in the future, which mandate certain actions or programs for counties or municipalities, may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The Agency and Contractor acknowledge that, as of the date of this Agreement, legislation (including, but not limited to, SB 1383) has been enacted into law but has not been implemented with the issuance of final regulations; that upon its implementation by regulatory agencies (which may constitute a Change in Law for purposes of this Agreement), such legislation will have a significant impact on the manner in which Collection services are provided; and that Contractor has not budgeted any amount to deal with such impact. The Agency and Contractor agree that, as the appropriate regulatory bodies continue to develop final rules and regulations implementing such legislation, the Agency and Contractor will meet and confer as requested by Contractor or the Agency to discuss how such rules and regulations may impact the services provided, Contractor’s costs under this Agreement, and the Rates to be charged. Prior to such meet and confer period, Contractor agrees to minimize actions (such as replacement of Collection vehicles) that may be affected by such rules and regulations.

With respect to the implementation of SB 1383, Contractor has assumed that the provisions of the proposed regulations attached hereto as Attachment I will apply; however, Contractor’s costs for determining the Rates to be effective on the Commencement Date do not include the projected costs that Contractor will be required to incur in order to comply with the requirements in the proposed regulations, including, without limitation, the requirements for additional Containers, repainting or re-labeling Containers, education and outreach campaigns, technical assistance to Customers, Collection and Processing of materials, material characterization at facilities, reporting, compliance, the testing element of the contamination monitoring activity, enforcement, or other activities involved in compliance with SB 1383. Once the proposed regulations are replaced by final regulations, and the final requirements, approach and procedures to comply
with SB 1383 are agreed on by the Agency and Contractor, a line item will be included in the Rate application form to reflect the costs of complying with such requirements.

ARTICLE 10: INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND

10.1 INDEMNIFICATION

A. General. Contractor shall indemnify, defend with counsel acceptable to the Agency or Member, as applicable, and hold harmless (to the full extent permitted by law) the Agency and each Member and its officers, officials, employees, volunteers, and agents from and against any and all claims, liability, loss, injuries, damage, expense, and costs (including without limitation costs and fees of litigation, including attorneys’ and expert witness fees) (collectively, “Damages”) of every nature arising out of or in connection with Contractor’s performance under this Agreement, or its failure to comply with any of its obligations contained in the Agreement, except to the extent such loss or damage was caused by the sole negligence or willful misconduct of the Agency or indemnified Member.

Contractor’s duty to defend and indemnify herein shall include for Damages arising from or attributable to any operations, repairs, clean-up or detoxification, or other plan (regardless of whether undertaken due to governmental action) concerning any Excluded Waste collected in the Service Area. The foregoing is intended to operate to defend and indemnify and hold harmless indemnitees to the full extent permitted for liability pursuant to 107(e) of CERCLA, 42 U.S.C. 9607(e) and California Health and Safety Code 25364. In addition, Contractor’s duty to defend and indemnify herein includes all fines and/or penalties imposed by the California Department of Resources Recycling and Recovery, subject to the restrictions set forth in Public Resources Code section 40059.1, if the requirements of AB 939 or AB 341 are not met by Contractor with respect to the waste stream collected under this Agreement, and such failure is (i) due to the failure of Contractor to meet its obligations under this Agreement, or (ii) due to Contractor’s delays in providing information that prevents the Agency, Members, or Contractor from submitting reports required by AB 939 or AB 341 in a timely manner. The provisions of this Section shall survive the termination or expiration of this Agreement.

B. AB 939, AB 341, AB 1846, SB 1383 and Local Ordinance Compliance

Contractor shall perform all education, outreach, monitoring, and reporting for all Commercial and Residential, including Multi-Family, properties as required by AB
939, AB 1826, AB 341, SB 1383 and any Agency or Member ordinance, policy, or rule. Contractor has developed, and shall implement and update as necessary, a public education and outreach plan as provided that, among other things supports and educates Multi-Family and Commercial Customers on both State and local requirements. Contractor shall provide all necessary reporting relating to the Agency’s compliance requirements pertaining to AB 939, AB 1826, AB 341, and SB 1383 and as it affects the County’s Integrated Waste Management Plan.

C. **Excluded Waste.** Contractor acknowledges that it is responsible for compliance during the entire Term of this Agreement with all Applicable Laws. Contractor shall not store, transport, use, or Dispose of any Excluded Waste except in strict compliance with all Applicable Laws.

In the event Contractor negligently or willfully mishandles Excluded Waste in the course of carrying out their activities under this Agreement, Contractor shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such environmental contamination. Prior to undertaking any investigatory or remedial action, however, Contractor shall first notify the Agency’s Designated Representative of any proposed investigatory or remedial action. Should Contractor fail at any time to promptly take such action, the Agency may undertake such action at Contractor’s sole cost and expense, and Contractor shall reimburse the Agency for all such expenses within thirty (30) calendar days of being billed for those expenses, and any amount not paid within that thirty (30) calendar day period shall thereafter be deemed delinquent and subject to the delinquent fee payment provision of Section 8.4. These obligations are in addition to any defense and indemnity obligations that Contractor may have under this Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement.

Notwithstanding the foregoing, Contractor’s duties under this subsection shall not extend to any claims arising from the Disposal of Solid Waste at the Approved Disposal Facility, including, but not limited to, claims arising under Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) unless such claim is a direct result of Contractor’s negligence or willful misconduct or Contractor or its Affiliate owns or operates the Approved Disposal Facility.

D. **Environmental Indemnity.** Contractor shall defend, indemnify, and hold the Agency and each Member harmless against and from any and all claims, suits, losses, penalties, damages, and liability for damages of every name, kind and
description, including attorneys' fees and costs incurred, attributable to the negligence or willful misconduct of Contractor's in handling Excluded Waste.

E. **Related to Propositions 218 and 26.** Should there be a Change in Law or a new judicial interpretation of Applicable Law, including, but not limited to, Article XIII C and/or D of the California Constitution (commonly Proposition 218 and Proposition 26), which impacts the Agency's or Members' ability to set or change Rates for the Collection and/or Disposal services established in accordance with this Agreement, Contractor agrees to meet and confer with the Agency to discuss the impact of such Change in Law on the Parties' ability to perform under this Agreement.

If, at any time, a Rate adjustment determined to be appropriate by both Agency (which determination will not be unreasonably withheld) and Contractor to compensate Contractor for increases in costs as described in this Agreement cannot be implemented for any reason, Contractor shall be granted the option to negotiate with Agency, in good faith, a reduction of services equal to the value of the Rate adjustment that cannot be implemented. If Agency and Contractor are unable to reach agreement about such a reduction in services, then Contractor may terminate this Agreement upon one hundred eighty (180) days' prior written notice to Agency, in which case Contractor and the Agency shall each be entitled to payment of amounts due for contract performance through the date of termination but otherwise will have no further obligation to one another pursuant to this Agreement after the date of such termination. Should a court of competent jurisdiction determine that Contractor cannot charge and/or increase its Rates for charges related to franchise fees and/or other governmental fees and charges, Contractor shall reduce the Rates it charges Customers a corresponding amount and shall be relieved from paying any such fees that are payable to the Agency or any Member, provided said franchise fees, other governmental fees and/or charges disallowed by the court were determined not to be related to the cost of providing service hereunder and had been incorporated in the Rates charged by Contractor to its Customers.

The Agency shall not be in default of this Agreement if it is determined by a court of competent jurisdiction that the Agency lacks the authority to set Rates or increase Rates for charges related to providing Collection and/or Disposal services under this Agreement.

Nothing herein is intended to imply that California Constitution, Articles XIII C and/or D, apply to the Rates established for services provided under this
Agreement; rather this Section is provided merely to allocate risk of an adverse judicial interpretation between the Parties.

This Section 10.1 will survive the expiration or earlier termination of this Agreement and shall not be construed as a waiver of rights by the Agency or Members to contribution or Indemnity from third parties.

10.2 INSURANCE

A. General Requirements. Contractor shall, at its sole cost and expense, maintain in effect always during the Term of this Agreement not less than the following coverage and limits of insurance:

1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:

   Comprehensive General Liability – $5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general liability policy must provide contractual liability coverage for Contractor's indemnities.

   Comprehensive Automobile Liability – $5,000,000 combined single limit per accident for bodily injury and property damage (include coverage for Hired and Non-owned vehicles).

   Environmental liability/Pollution - $5,000,000 per occurrence covering loss (including cleanup costs) that Contractor becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties). For the purposes of this subsection, “pollution conditions” includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous, or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered.
The liability coverage for pollution must provide contractual liability coverage, by endorsement or schedule, if necessary, for Contractor Indemnities.

**Workers' Compensation** – Statutory Limits/Employers' Liability - $1,000,000/accident for bodily injury or disease.

**Crime/Employee Dishonesty Insurance** (covering theft of money or other property of the Agency or Members for which Contractor is legally liable, by any employee of Contractor or any third party) - $5,000,000 per occurrence.

If Contractor fails to secure and maintain any insurance required by this Agreement, at its sole option the Agency may secure and maintain that insurance at Contractor's expense and Contractor will pay the Agency reimbursement costs therefore. This remedy is in addition to the Agency’s right to declare a Default under Section 11.1, terminate this agreement under Section 11.2, and exercise remedies under Section 11.3.

2. The Agency and each Member, its officers, agents, employees, and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the Agency’s Designated Representative specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that Contractor changes insurance carriers, Contractor shall purchase “tail” coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than three (3) years thereafter. Proof of such “tail” or other continuous coverage shall be required at any time Contractor changes to a new carrier prior to receipt of any payments due.

4. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement.

5. The deductibles or self-insured retentions are for the account of Contractor and shall be the sole responsibility of Contractor.
6. Each insurance policy shall provide or be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, to the Agency's Designated Representative.

7. Insurance is to be placed with insurers with a current A.M. Best Company, Inc. rating of no less than A-VII, unless otherwise approved by the Agency Risk Manager.

8. The policies shall cover all activities of Contractor, and its officers, employees, agents and volunteers, arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects the Agency and each Member, and its officers, agents, employees, and volunteers. Any insurance maintained by the Agency or the Members shall apply in excess of, and not contribute with, insurance provided by Contractor's insurance policies set forth herein.

10. Contractor shall waive all rights of subrogation against the Agency and each Member, and their officers, employees, agents, and volunteers.

11. Contractor shall ensure all Subcontractors performing Collection or Disposal are insured by providing evidence that either:

(1) Contractor is maintaining insurance required by this Section covering the activities of Subcontractors, or

(2) those Subcontractors are maintaining that insurance.

At the request of Agency's Designated Representative, Contractor will promptly provide him with copies of evidence of Subcontractor insurance coverage within 10 days of being insured and/or within 10 days of the request, whichever occurs first.

C. Evidence of Coverage. Contractor shall deliver certificates of insurance, original endorsements, schedules and other evidence of coverage as required by this Agreement.
and/or requested by and acceptable to at the Agency’s Designated Representative, at the following times:

(1) on or before the Commencement Date,

(2) promptly upon renewal of policies, and

(3) within 10 days of the Agency’s Designated Representative’s request.

The certificates or endorsements are to be signed by a Person authorized by that insurer to bind coverage on its behalf. All certificates or endorsements are to be received by, and are subject to the approval of, the Agency Risk Manager before work commences.

1. **Endorsements**: Contractor must provide copies of the following endorsements or other documentation satisfactory to the Agency’s Designated Representative:

   (1) additional insured endorsement to each liability policy, explicitly adding the Agency and each Member and their respective "officers and employees" as insured;

   (2) waiver of subrogation; and

   (3) insurance is primary and not contributing with any other insurance or self-insurance programs maintained by the Agency or a Member and their respective officers and employees.

2. **Schedules**: Contractor must provide schedules or other evidence that liability policies provide contractual liability coverage for indemnities, such as listing this Agreement as an "insured contract".

3. **Signature Verification**. At the request of Agency’s Designated Representative, Contractor must provide documentation verifying that the individual signing or countersigning the certificates, policies, endorsements, or other evidence of insurance coverage is authorized to do so and identifies his or her company affiliation and title. The Agency’s Designated Representative may require complete, certified copies of Contractor’s insurance policies at any time.

D. **Renewsals**. During the Term of this Agreement, Contractor shall furnish the Agency’s Designated Representative with certificates or original endorsements reflecting renewals, changes in insurance companies, and any other documents reflecting the maintenance of the required coverage throughout the entire Term of this Agreement. The certificates or
endorsements are to be signed by a Person authorized by that insurer to bind coverage on its behalf.

E. **Workers' Compensation.** Contractor shall provide workers’ compensation coverage as required by State law, and prior to the Commencement Date pursuant to this Agreement, Contractor shall file the following statement with the Agency:

   "I am aware of the provisions of Paragraph 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

   The Person executing this Certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, and both the Person executing this Agreement on behalf of Contractor and Contractor understand that the Agency is relying on this representation in entering into this Agreement."

F. **Notice of Claims.** If any Person makes a claim against Contractor, or any Subcontractors or subcontractors, exceeding the amount of any deductibles or self-insured retentions, Contractor will promptly notify the Agency’s Designated Representative.

G. **Contractor Compliance.** Contractor will comply with all requirements of its insurance policies and insurers.

10.3 **PERFORMANCE BOND**

Within seven (7) calendar days of the Commencement Date, Contractor shall file with the Agency a bond, payable to the Agency, securing Contractor’s performance of its obligations under this Agreement, and such bond shall be renewed annually if necessary so that the performance bond is maintained always during the Term of this Agreement. The principal sum of the bond shall be $3,000,000 and shall be adjusted every three (3) years, so that the bond amount equals three (3) months of the prior Rate Year’s average annual Gross Receipts. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best’s Key Rating Guide, and that has a record of service and financial condition satisfactory to the Agency. The bond shall be in a form reasonably approved by the Agency’s Designated Representative.

In lieu of a performance bond, the Agency and Contractor may agree in writing that Contractor will provide for the issuance of an irrevocable stand by letter of credit (the "Letter of Credit") by
a bank approved by the Agency in its sole discretion (the "Bank") for the benefit of the Agency. Under the Letter of Credit, the Agency may draw, in one or more drawings, an aggregate amount up to $2 million (the "Stated Amount") upon the occurrence of (1) an event of default defined in Section 11.1 below, (2) Contractor's failure to timely pay any monies due the Agency, (3) Contractor's inability to regularly pay its bills as they become due, or (4) Contractor's failure to timely pay any Approved Disposal Facility, Approved Recycling Facility, or other Processing or Disposal facility for services provided under this Agreement, as evidenced to the satisfaction of the Agency. The Agency and Contractor agree that Contractor will increase the aggregate amount of the Letter of Credit in conjunction with the adjustment of Rates in accordance with Article 9 in an amount reasonably satisfactory to the Agency. Any incremental costs or savings incurred by Contractor to secure the increased aggregate amount will be included in the calculation of Rates for the next Rate Period. The expiration date of the Letter of Credit must be sooner than the term of this Agreement provided in Section 4.1 (the "Stated Expiration Date"), unless it provides that it will not be terminated, modified or not renewed except after prior written notice by certified mail, return receipt requested, to the Agency sixty (60) days in advance of termination or failure to renew. The Letter of Credit may expire on the date on which the Bank receives a certificate from the Agency saying that the term has expired or this Agreement has been terminated and Contractor owes the Agency no money under this Agreement or that Contractor has substituted an alternative letter of credit or other security document acceptable to the Agency in the Agency's sole discretion. The form of the Letter of Credit, including the procedures for and place of demand for payment and drawing certificate attached thereto, is subject to approval of the Agency in its sole discretion, following the notice procedures defined in Section 12.9 below. The Letter of Credit must be transferable to any successor or assignee of the Agency.

ARTICLE 11: DEFAULT AND REMEDIES

11.1 EVENTS OF DEFAULT

All provisions of this Agreement are considered and shall be material. Each of the following shall constitute an event of default, provided that it consists of, or is based on, acts or omissions that occur on or after the Commencement Date.

A. Fraud or Deceit. Contractor’s practice, or attempt to practice, any fraud or deceit upon the Agency or Members.

B. Insolvency or Bankruptcy. Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon issuance of an order for relief in favor of Contractor in a bankruptcy proceeding.
C. **Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force and affect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.

D. **Violations of Regulation.** Contractor violates any orders or filings of any regulatory body having authority over Contractor relative to this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred unless and until the regulatory body or court determines Contractor violated such order or filing.

E. **Violations of Applicable Law.** Contractor has been found by a court of proper jurisdiction to be in violation of Applicable Law (other than criminal law) relative to this Agreement, provided that Contractor may contest any such finding by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred until a final, non-appealable order has been issued.

F. **Failure to Perform Direct Services.** Contractor ceases to provide Collection, Transportation, Processing, and/or other services as required under this Agreement for a period of two (2) consecutive calendar days or more, for any reason within the control of Contractor.

G. **Failure to Pay or Report.** Contractor fails to make any payments to the Agency or Members required under this Agreement including payment of Agency or Member fees or Liquidated Damages or fails or refuses to provide the Agency or Members with required information, reports, and/or records in a timely manner as provided for in this Agreement.

H. **Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, the Act, as it may be amended from time to time, or any law, statute, ordinance, order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in a written notice of the violation or any extension granted thereto.

I. **False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to the Agency or any Member by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the
time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement; and any Contractor-provided report containing a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by this Agreement, excepting non-numerical typographical and grammatical errors.

J. **Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some or all of Contractor’s operating equipment, including without limitation its equipment, maintenance or office facilities or any part(s) thereof which materially impacts Contractor’s ability to perform its obligations under this Agreement.

K. **Suspension or Termination of Service.** There is any termination or suspension of the transaction of business by Contractor related to this Agreement, including without limitation, due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than two (2) calendar days.

L. **Criminal Activity.** Contractor, or its officers, managers, or employees are found guilty of Criminal Activity related directly or indirectly to performance of this Agreement or any other agreement held by Contractor with the Agency or Members.

M. **Assignment without Approval.** Contractor transfers or assigns this Agreement without the express written consent of the Agency in accordance with Section 12.6.

N. **Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a proposal for new services or changes to services or fails to implement a change in service as requested by the Agency as specified in Section 5.6.

### 11.2 CURE AND CORRECT PERIODS

Notwithstanding any other provision of this Section 11.2, Contractor shall be given ten (10) Business Days from written notice by the Agency to cure any default which, in the Agency’s sole opinion, creates a potential public health and safety threat.

Contractor shall be given ten (10) Business Days from written notification by the Agency to cure any default arising under subsections C, D, E, F, I, J, and K in Section 11.1; provided, however, that the Agency shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within a twenty-four (24) month period.
Contractor shall be given thirty (30) calendar days from written notification by the Agency to cure any default arising under subsections H and N in Section 11.1; provided, however, that the Agency shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within a twenty-four (24) month period.

Notwithstanding any provision in this Section 11.2 to the contrary, Contractor may request a longer period to cure any default specified herein by petitioning the Agency’s Board of Directors before the expiration of the otherwise-applicable cure period. The Agency’s Board of Directors shall hear the petition at its next regularly scheduled meeting or at a special meeting called for that purpose. If the Agency’s Board of Directors does not grant the petition for a longer cure period, Contractor shall be required to cure the default within the otherwise-applicable time period measured from the date of the determination of the Agency’s Board of Directors, or a shorter time period determined by the Agency’s Board of Directors in its sole discretion, so long as such shorter time period does not end prior to the end of the otherwise-applicable time period measured from the date of the default. If the Agency’s Board of Directors grants the petition for a longer cure period, it may provide a reasonable cure period in its sole discretion. The Agency’s Board of Directors may grant the petition for a longer cure period if Contractor provides reasonable evidence that the longer cure period is necessary to cure the default and that the cure is being pursued diligently.

11.3 AGENCY’S REMEDIES IN THE EVENT OF DEFAULT

Upon Contractor’s default, or if the default is not cured within the applicable time period, if any, the Agency may do any or a combination of the following:

A. Waiver of Default. The Agency may waive any event of default or may waive Contractor’s requirement to cure a default event if the Agency determines that such waiver would be in the best interest of the Agency and Members. The Agency’s waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions. Any waiver by the Agency hereunder shall be in writing and signed by the Agency’s Designated Representative after approval by the Agency’s Board of Directors.

B. Suspension of Contractor’s Obligation. The Agency may suspend Contractor’s performance of its obligations if Contractor fails to cure default, including within the time frame specified in Section 11.2, if applicable, until such time Contractor can provide assurance of performance in accordance with Section 11.8.
C. **Liquidated Damages.** The Agency may assess Liquidated Damages pursuant to Section 11.6 and Attachment G.

D. **Termination.** The Agency may, at its option, terminate this Agreement and/or hold a hearing of its Board of Directors to determine whether this Agreement should be terminated. In the event the Agency decides to terminate this Agreement, the Agency shall serve twenty (20) calendar days’ written notice of its intention to terminate upon Contractor. If the Agency serves written notice under this Section 11.3.D., Contractor shall be entitled to request a hearing regarding the alleged breach by filing a written request with the Agency’s Board of Directors not more than fifteen (15) calendar days after notice of the Agency’s intent to terminate was served. If such request is received, the Agency shall set the matter for public hearing on a date not more than sixty (60) calendar days following receipt of such written request, and shall give Contractor at least fifteen (15) calendar days’ written notice of the time, date and place of the hearing. The Agency shall issue its written decision and findings within thirty (30) calendar days after the date of the close of the hearing.

Contractor shall have the right to contest any decision made by the Agency’s Board of Directors under this Article 11 by pursuing available remedies at law or in equity.

In the event the Agency exercises its right to terminate this Agreement, the Agency may, at its option, upon such termination, either directly undertake performance of the services or arrange with other Persons to perform the services with or without a written agreement. This right of termination is in addition to any other rights of the Agency upon a failure of Contractor to perform its obligations under this Agreement.

Contractor shall not be entitled to any further revenues from Collection operations authorized hereunder from and after the date of termination.

E. **Other Available Remedies.** The Agency’s election of one (1) or more of the remedies described herein shall not preclude the Agency from pursuing any other remedies in this Agreement or at law or in equity.

**11.4 POSSESSION OF RECORDS UPON TERMINATION**

In the event of termination for an event of default, Contractor shall furnish the Agency’s Designated Representative with immediate access to all its business records, including, without
limitation, proprietary Contractor computer systems, related to its Customers, Collection routes, Disposal, and billing of accounts for services.

11.5 AGENCY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE

The Agency’s right to terminate this Agreement under Section 11.2, and to take possession of Contractor’s records under Section 11.4 are not exclusive, and the Agency’s termination of this Agreement and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to all other legal and equitable rights and remedies which the Agency has or may have.

By the nature of this Agreement, the urgency of timely, continuous, and high-quality service; the lead time required to effect alternative service; and, the rights granted by the Agency to Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and the Agency shall be entitled to injunctive relief (including, but not limited to, specific performance).

11.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

A. General. The Parties find 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 shall be incurred by the Agency and Members because 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 the 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) that exclusive 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. Consequently, and without prejudice to the Agency’s right to treat such as an event of default, Contractor agrees to pay (as Liquidated Damages and not as a penalty) $5,000 per day for each day, in whole or in part, that Contractor violates any Applicable Law affecting health and safety; provided, however, that the Agency will refund to Contractor, within thirty (30) days of receiving a written request therefor, any Liquidated Damages assessed and paid if another
governmental body or agency determines in writing that Contractor was not in fact in violation of the Applicable Law in question and on the day for which the Liquidated Damages were assessed.

B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The Parties further acknowledge that consistent, reliable Collection and Disposal services are of utmost importance to the Agency and Members and that the Agency has considered and relied on Contractor’s representations as to its quality of service commitment in awarding this Agreement. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards or fail to submit required documents in a timely manner, the Agency and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages which the Agency will suffer. Therefore, without prejudice to the Agency’s right to treat such non-performance as an event of default under this Section, the Parties agree that the Liquidated Damages amounts established in Attachment G of this Agreement represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to the Agency and Members that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

The Liquidated Damages in Sections 11.6.A. and 11.6.B. are in addition to and without prejudice to the Agency’s right to treat such as an event of default. In addition to considering the reports submitted by Contractor pursuant to Section 7.3, the Agency may determine the occurrence of events giving rise to Liquidated Damages through the observation of its own employees or agents, through discussions with Customers, and through investigation of Customer complaints made directly to the Agency or Members. Prior to assessing Liquidated Damages based on such observations or investigations, the Agency shall give Contractor notice of its intention to do so. The notice will also include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all non-confidential and disclosable information in the possession of the Agency and Members relating to incident(s)/non-performance. Contractor may, within ten (10) Business Days after receiving the notice, request a meeting with the Agency’s Designated Representative or his or her designee. Contractor may present evidence in writing and through testimony of its employees and others relevant to
the incident(s)/non-performance. The Agency’s Designated Representative or his or her designee will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of Liquidated Damages. Within forty (40) Business Days after receiving the written explanation, if the intended assessment totals over thirty thousand dollars ($30,000), Contractor may request a hearing thereon before the Agency’s Board of Directors. The Agency’s Board of Directors may affirm, modify, or reverse all or some of the Liquidated Damages so assessed. In such case, the decision of the Agency’s Board of Directors shall be final. In all other cases, the decision of the Agency’s Designated Representative shall be final.

C. **Two-Phase Performance Management.** The Parties desire to minimize the time and cost involved in monitoring Contractor’s performance under this Agreement, particularly about the assessment of Liquidated Damages. Attachment G to this Agreement identifies each “Performance Area” for which the Agency desires to establish performance standards for this Agreement. Contractor’s performance within each “Performance Area” shall be primarily monitored using the “Performance Indicator” described for each. The Agency shall not assess Liquidated Damages for the “Specific Performance Measures” identified in Attachment G unless Contractor fails to meet the minimum standard for the “Performance Indicator” within the same “Performance Area”.

D. **Amount.** The Agency may assess Liquidated Damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement in the amounts specified in Attachment G subject to annual adjustment described below.

E. **Timing of Payment.** Contractor shall pay any Liquidated Damages assessed by the Agency within ten (10) Business Days of the date the Liquidated Damages are assessed. If they are not paid within the ten (10) Business Day period, the Agency may proceed against the performance bond required by the Agreement, order the termination of the rights or “franchise” granted by this Agreement, or all the above.

11.7 **EXCUSE FROM PERFORMANCE**

Each Party shall be excused from performing its respective obligations hereunder and from any obligation to pay Liquidated Damages to the extent and for the period of time such Party is prevented from so performing by reason of floods, fires, earthquakes, other acts of nature, epidemics, pandemics, war, civil insurrection, riots, acts of any government (including judicial
action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. In the case of labor unrest or job action directed at a third party over whom Contractor has no control, the inability of Contractor to provide services in accordance with this Agreement due to the unwillingness or failure of the third party to: (i) provide reasonable assurance of the safety of Contractor’s employees while providing such services, or (ii) make reasonable accommodations with respect to Container placement and point of Delivery, time of Collection, Disposal, or other operating circumstances to minimize any confrontation with pickets or the number of Persons necessary to make Collections shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on Contractor’s cooperation in performing Collection and/or Disposal services at different times and in different locations. Further, in the event of labor unrest, including, but not limited to, strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by Contractor’s employees or directed at Contractor, or a subsidiary, Contractor shall not be excused from performance. In such case, Contractor shall continue to provide a reasonably satisfactory level of performance during the pendency thereof, but Contractor shall not be required to adhere strictly to the specific requirements of this Agreement regarding routes, Collection times or similar matters; provided, however, that in no event shall more than seven (7) calendar days elapse between pickups of putrescibles from Residential and Commercial Customers.

The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section.

If Contractor validly exercises its rights under this Section, the Agency hereby waives any claim against Contractor for any damages sustained thereby, including, without limitation, Liquidated Damages.

The partial or complete interruption or discontinuance of Contractor’s services caused by one or more of the events described in this Section shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) calendar days or more, the Agency shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days’ notice to Contractor, in which case the provisions of Sections 11.2 and 11.3 shall apply.
11.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

The Parties acknowledge that it is of the utmost importance to the Agency and Members and the health and safety of all those members of the public residing or doing business within the Service Area who will be adversely affected by interrupted waste management service, that there is no material interruption in services provided under this Agreement.

If Contractor: (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing or other concerted job action; (ii) is in default under this Agreement and fails to cure the default, including within the time frame specified in Section 11.2, if applicable, (iii) appears in the reasonable judgment of the Agency to be unable to regularly pay its bills as they become due; or (iv) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional or local agency for violation of an Applicable Law, and the Agency believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, the Agency may, at its sole option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the Agency believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by the Agency, such failure or refusal shall be an event of default for purposes of Section 11.1.

ARTICLE 12: OTHER AGREEMENTS OF THE PARTIES

12.1 RELATIONSHIP OF PARTIES

The Parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by the Agency and neither as an officer nor employee of the Agency or Members, nor as a partner or agent of, or joint venturer with, the Agency or Members. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of the Agency or Members. Contractor shall have the exclusive control over the manner and means of performing services under this Agreement, except as expressly provided herein. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors, subcontractors, and agents. Neither Contractor nor its officers, employees, Subcontractors, subcontractors, and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to the Agency's or Members' employees by their employment with the Agency or Members.
12.2 COMPLIANCE WITH LAW
Contractor shall always, at its sole cost, comply with all Applicable Laws.

12.3 GOVERNING LAW
This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12.4 JURISDICTION
Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the Superior Court of California, County of Napa, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in the County of Napa.

12.5 BINDING ON SUCCESSORS
The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties. In the event that any Member withdraws from the Agency or the Agency disbands or terminates for any reason, the withdrawing Member, or all Members in the case the Agency disbands or terminates, shall become subject to, and obligated as franchisor(s) under, this Agreement as though they had been the initial franchisor(s) hereunder in accordance with Section 8.2 of the Agency’s Joint Powers Formation Agreement as in effect on the Effective Date.

12.6 ASSIGNMENT
Contractor shall not assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the Agency. Any such assignment made without the consent of the Agency shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor’s local, regional, and/or corporate assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of ten (10) percent or more of the local, regional, and/or corporate assets, stock, or ownership of Contractor to a Person (excluding any transfer of shares in Contractor by the owner of such shares to members of his or her family or a revocable trust for the benefit of members of his or her family, to Contractor or to another owner of shares in Contractor) except that no cumulative sale, exchange, or transfer of shares may exceed twenty (20) percent during the Term of the Agreement (excluding any transfer of shares in Contractor by the owner of such shares to members of his or
her family or a revocable trust for the benefit of members of his family, to Contractor or to another
owner of shares in Contractor); (iii) any reorganization, consolidation, merger, recapitalization,
stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation
or other transaction to which Contractor or any of their shareholders is a party which results in a
change of ownership or control of ten (10) percent or more of the value or voting rights in the
local, regional, and/or corporate stock of Contractor (excluding any transfer of shares in
Contractor by the owner of such shares to members of his or her family or a revocable trust for
the benefit of members of his or her family, to Contractor or to another owner of shares in
Contractor); (iv) divestiture of an Affiliate (e.g., trucking company, materials recovery facility,
transfer station, etc.) used by Contractor to fulfill its obligations under this Agreement; and (v)
any combination of the foregoing (whether or not in related or contemporaneous transactions)
which has the effect of any such transfer or change of local, regional, and/or corporate ownership
and/or control of Contractor.

Contractor acknowledges that this Agreement involves rendering a vital service to the Agency’s
residents and businesses, and that the Agency has selected Contractor to perform the services
specified herein based on: (i) Contractor’s experience, skill, and reputation for conducting its
Solid Waste, Recyclables, C&D and Organics management operations in a safe, effective, and
responsible fashion, at all times in keeping with Applicable Laws, regulations, and good waste
management practices; and, (ii) Contractor’s financial resources on a local, regional, and/or
corporate level to maintain the required equipment and to support its indemnity obligations to
the Agency and Members under this Agreement. The Agency has relied on each of these factors,
among others, in choosing Contractor to perform the services to be rendered by Contractor under
this Agreement.

If Contractor requests the Agency’s consideration of and consent to an assignment, the Agency
may deny or approve such request in its reasonable discretion and with or without reasonable
conditions. No request by Contractor for consent to an assignment need be considered by the
Agency if Contractor is in default of this Agreement. Contractor shall provide all information
requested by the Agency’s Designated Representative regarding such request to facilitate the
Agency’s determination hereunder.

12.7 NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to, and will not be construed to, create any right on the part of
any third party to bring an action to enforce any of its terms.
12.8 WAIVER

The waiver by any Party of any breach or violation of any provisions of this Agreement must be in writing to be effective and shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of or violation of the same or any other provision. The subsequent acceptance by any Party of any monies which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by any Party of any provision of this Agreement.

12.9 NOTICE PROCEDURES

All notices, demands, requests, proposals, approvals, consents, and other communications, except for emergency communications which may be accomplished by telephone or e-mail, which this Agreement requires, authorizes or contemplates, shall be in writing and shall either be personally delivered to a representative of the Parties at the address below, sent by nationally-recognized overnight courier or deposited in the United States mail, first class postage prepaid, addressed as follows:

If to Agency's Designated Representative:
Upper Valley Waste Management Agency
Attn: Steven E. Lederer, Director
1195 Third Street
Napa, CA 94559

If to Contractor:
Upper Valley Disposal Service
Attn: Christy Pestoni
1285 Whitehall Lane
St. Helena, CA 94574

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section. Notice shall be deemed given on the day it is personally delivered, delivered by courier or, if mailed, three (3) calendar days from the date it is deposited in the mail.

12.10 REPRESENTATIVES OF CONTRACTOR

Contractor shall, by the Commencement Date, designate in writing a responsible officer who shall serve as the representative of Contractor in all matters related to this Agreement and shall inform the Agency in writing of such designation and of any limitations upon his or her authority to bind Contractor. The Agency acknowledges that no designated representative of Contractor has the
authority to enter into, amend, make any major decision with respect to (including any rate
setting procedure), or terminate this Agreement without the approval of Contractor's Board of
Directors. Notwithstanding the immediately preceding sentence, the Agency may rely upon
action taken by such designated representative as actions of Contractor unless they are outside
the scope of the authority delegated to him/her by Contractor as communicated to the Agency.

ARTICLE 13: MISCELLANEOUS AGREEMENTS

13.1 ENTIRE AGREEMENT

This Agreement is the entire agreement between the Parties with respect to the subject matter
hereof and supersedes all prior and contemporaneous oral and written agreements and
discussions with respect to such subject matter, including, without limitation, from and after the
Commencement Date, the Ninth Amendment to Agency Agreement #95-09. Unless expressly
provided otherwise in this Agreement, all of the terms, conditions, and requirements in the Ninth
Amendment to Agency Agreement #95-09, and each Party's rights, obligations, and remedies
thereunder, shall continue in full force and effect until the Commencement Date. From and after
the Commencement Date, the Ninth Amendment to Agency Agreement #95-09 shall be amended
and restated as provided herein. Each Party has cooperated in the drafting and preparation of
this Agreement and this Agreement shall not be construed against any Party based on drafting.
This Agreement may be amended only by an agreement in writing, signed by each of the Parties
affected thereby.

13.2 SECTION HEADINGS

The article headings and section headings in this Agreement are for convenience of reference only
and are not intended to be used in the construction of this Agreement nor to alter or affect any of
its provisions.

13.3 REFERENCES TO LAWS

All references in this Agreement to laws and regulations shall be understood to include such laws
as they may be subsequently amended or recodified, unless otherwise specifically provided
herein.

13.4 AMENDMENTS

This Agreement may not be modified or amended in any respect except in writing signed by the
Parties affected thereby.
13.5 SEVERABILITY

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

13.6 COUNTERPARTS

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

13.7 ATTACHMENTS

Each of the Attachments identified as Attachment “A” through “I” is attached hereto and incorporated herein and made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and the terms of an Attachment, the terms of this Agreement shall control. In the event of a conflict between Attachment F and any other Attachment(s), such other Attachment(s) shall control.
IN WITNESS WHEREOF, this Agreement is entered by the parties hereto in Napa County, California as of the Effective Date:

UPPER VALLEY WASTE MANAGEMENT AGENCY (the “Agency”)

By: ____________________________
MARGIE MOHLER, Chair of the Board of Directors of the Upper Valley Waste Management Agency

ATTEST:

By: ____________________________
STEVEN E. LEDERER, Director of the Upper Valley Waste Management Agency

APPROVED AS TO FORM:

By: ____________________________
GARY B. BELL, Legal Counsel to the Upper Valley Waste Management Agency

UPPER VALLEY DISPOSAL SERVICE (“Contractor”)

By: ____________________________
Print Name: Christy Peterson
Title: Chief Operating Officer

By: ____________________________
Print Name: ______________________
Title: ____________________________
IN WITNESS WHEREOF, this Agreement is entered by the parties hereto in Napa County, California as of the Effective Date:

UPPER VALLEY WASTE MANAGEMENT AGENCY (the "Agency")

By: ____________________________
MARGIE MOHLER, Chair of the Board of Directors of the Upper Valley Waste Management Agency

ATTEST:

By: ____________________________
STEVEN E. LEDERER, Director of the Upper Valley Waste Management Agency

APPROVED AS TO FORM:

By: ____________________________
GARY B. BELL, Legal Counsel to the Upper Valley Waste Management Agency

UPPER VALLEY DISPOSAL SERVICE ("Contractor")

By: ____________________________
Print Name: ______________________
Title: __________________________

By: ____________________________
Print Name: ______________________
Title: __________________________
IN WITNESS WHEREOF, this Agreement is entered by the parties hereto in Napa County, California as of the Effective Date:

UPPER VALLEY WASTE
MANAGEMENT AGENCY
(the “Agency”)

By: __________________________
MARGIE MOHLER, Chair of the Board
of Directors of the Upper Valley Waste
Management Agency

ATTEST:

By: __________________________
STEVEN E. LEDERER, Director of the
Upper Valley Waste Management Agency

APPROVED AS TO FORM:

By: __________________________
GARY B. BELL, Legal Counsel to the Upper
Valley Waste Management Agency

UPPER VALLEY DISPOSAL SERVICE
(“Contractor”)

By: __________________________
Christy Postoni
Print Name: __________________________
Title: Chief Operating Officer

By: __________________________
Print Name: __________________________
Title: __________________________
The definitions set forth in this Attachment A shall govern the interpretation of this Agreement.

**Abandoned Solid Waste**

“Abandoned Solid Waste” means Solid Waste, Recyclable Materials, Organic Materials, Excluded Waste, Bulky Items, or other materials that have been abandoned, littered, or illegally dumped in the public right of way or on public property.

**AB 341**

“AB 341” means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as “AB 341”, as amended, supplemented, superseded, and replaced from time to time.

**AB 876**

“AB 876” means Chapter 593, Statutes of 2015 [McCarty, AB 876] relating to compostable organics, commonly referred to as “AB 876”, as amended, supplemented, superseded, and replaced from time to time.

**AB 939**

“AB 939” means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as “AB 939”, as amended, supplemented, superseded, and replaced from time to time.

**AB 1826**

“AB 1826” means Chapter 727, Statutes of 2014 [Chesbro, AB 1826] relating to recycling of organic waste, commonly referred to as “AB 1826”, as amended, supplemented, superseded, and replaced from time to time.

**AB 2176**

“AB 2176” means Chapter 879, Statutes of 2004 [Montanez, AB 2176] relating to large venue and large event recycling programs, commonly referred to as “AB 2176”, as amended, supplemented, superseded, and replaced from time to time.

**Affiliate**

“Affiliate” means all businesses (including corporations, limited and general partnerships and sole proprietorships) that are directly or indirectly related to Contractor by virtue of direct or
indirect ownership interest or common management. They shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An Affiliate shall include: (i) a business in which Contractor has a direct or indirect ownership interest, (ii) a business that has a direct or indirect ownership interest in Contractor and/or (iii) a business that is also Owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Contractor. For the purposes of this definition, "ownership" means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date hereof, provided that ten percent (10%) shall be substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value that the ownership interest represents.

Agreement

"Agreement" means this Agreement between the Agency and Contractor, including all attachments, and any future amendments hereto.

Alternative Daily Cover (ADC)

"Alternative Daily Cover" means CalRecycle-approved materials other than soil used as a temporary overlay on an exposed landfill face. Generally, these materials must be processed so that they do not allow gaps in the face surface, which would provide breeding grounds for insects and vermin.

Applicable Law

"Applicable Law" means all Federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirements of any governmental agency having jurisdiction over the Collection, Transportation, Processing or Disposal of Franchised Materials and/or Excluded Waste that are in force on the Effective Date and as may be enacted, issued or amended during the term of this Agreement. Without limiting the foregoing, Applicable Law includes Environmental Laws and the Act, and all rules and regulations promulgated thereunder.

Approved Disposal Facility
“Approved Disposal Facility” means the Clover Flat Sanitary Landfill Disposal facility, and all land thereof and improvements thereon, or such other Disposal facility preapproved by the Agency in writing and used by Contractor in accordance with this Agreement.

Approved Recycling Facility

“Approved Recycling Facility” means the Upper Valley Recycling, Inc. Processing facility, and all land thereof and improvements thereon, or such other Processing facility preapproved by the Agency in writing and used by Contractor in accordance with this Agreement.

Bin

“Bin” means a Container with capacity of approximately two (2), four (4), or six (6) yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front end-loading Collection vehicle. Contractor shall not be required to provide any other size Bins. Contractor may require a customer to use a smaller Bin than the one requested by the customer, if Contractor has reason to believe the customer would fill the larger Bin with heavy material such that the Bin would become overweight.

Biomedical Waste

"Biomedical Waste" means Discarded Materials which are likely to be infectious, pathological or biohazardous, originating from residences, hospitals, public or private medical clinics, departments of research laboratories, pharmaceutical industries, blood banks, forensic medical departments, mortuaries, veterinary facilities and other similar facilities and includes (without limitations) equipment, instruments, utensils, fomites, laboratory wastes (including pathological specimens and fomites attendant thereto), surgical facilities, equipment, bedding and utensils (including pathological specimens and disposal fomites attendant thereto), sharps (hypodermic needles, syringes, etc.), dialysis unit waste, chemotherapeutic waste, animal carcasses, offal and body parts, biological materials (vaccines, medicines, etc.), and other similar materials, but excluding any such Discarded Materials which are reasonably determined by Contractor to be noninfectious, non-pathological and non-biohazardous.

Biosolids

“Biosolids” means solid, semisolid, or liquid residues generated during primary, secondary, or advanced treatment of domestic sanitary sewage.

Bulky Item
"Bulky Item" means discarded appliances, furniture, tires, carpets, mattresses, and similar large items that require special Collection due to their size or nature but can be Collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does not include abandoned automobiles, large auto parts, or trees.

Business Days

"Business Days" mean days during which the Members offices are open to do business with the public.

CalRecycle

"CalRecycle" means the California Department of Resources Recycling and Recovery or its successor.

Cart

"Cart" means a plastic Container with a hinged lid and wheels that is serviced by an automated or semi-automated Collection vehicle. A Cart has capacity of, 32-, 64- or 96-gallons (or similar volumes).

Change in Law

"Change in Law" means any of the following events or conditions that has a material and adverse effect on the performance by either Party of its respective obligations under this Agreement (except for payment obligations):

(i) The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of, any Applicable Law on or after the Effective Date; or

(ii) The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the Agency or of Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

Collect, Collected, Collection
"Collect", "Collected" or "Collection" means Contractor taking physical possession of, and removing Discarded Materials, whether by manual, semi-automated or automated means, and transporting such materials, pursuant to this Agreement.

**Commencement Date**

"Commencement Date" means July 1, 2021, when Contractor is to begin providing Collection and related services required by this Agreement.

**Commercial, Commercial Property**

"Commercial" or "Commercial Property" means property used for conducting business thereon, including, but not limited to, retail sales, services, wholesale operations, manufacturing and industrial operations, school facilities (both public and private), other institutions, and governmental agencies, but excluding businesses conducted upon Single-Family Property (as defined herein).

**Compactor, Compaction**

"Compactor", "Compaction" means a mechanical apparatus that compresses materials, the Container that holds the compressed materials, and/or the process. Compactors include Bin Compactors of any size serviced by front-loading Collection vehicles and Drop Box Compactors of any size serviced by Drop Box or roll-off Collection vehicles.

**Compost**

"Compost" means the resulting material from Composting.

**Composting**

"Composting" means the controlled or uncontrolled biological decomposition of organic constituents such that the resulting material meets the maximum acceptable metal concentration limits specified in Section 17868.2 and pathogen reduction requirements specified in Section 17868.3 of Title 14, California Code of Regulations Chapter 3.1.

**Construction and Demolition Debris (C&D)**

"Construction and Demolition Debris" and "C&D" means materials resulting from construction, renovation, remodeling, repair, or demolition operations relating to or resulting from a building, structure, pavement or other improvement, including concrete, brick, bituminous concrete,
rubble, wood and masonry, composition roofing and roofing paper, steel, and other metals such as copper, but excluding liquid wastes and Hazardous Wastes.

Containers

“Containers” mean Bins, Carts, Compactors, and Drop Boxes.

Contamination

“Contamination” means there is no more than ten (10) percent by volume of the “wrong” materials placed in a Container. Thus, for instance a Solid Waste Container is Contaminated if it contains a total by volume of ten (10) percent or more Recyclables and Organic Waste, and a Recyclables Container is Contaminated if it contains a total by volume of ten (10) percent or more Solid Waste and Organic Waste.

Contractor’s Compensation

“Contractor Compensation” means the monetary compensation received by Contractor in return for providing services in accordance with this Agreement as described in Article 9.

Criminal Activity

“Criminal Activity” means any of the following events or circumstances:

1. **Convictions.** The entry against Contractor of a criminal conviction or a permanent mandatory or prohibitory injunction from a court, municipality or regulatory agency of competent jurisdiction based on acts taken in his, her or its official capacity on behalf of Contractor with respect to:
   
   a. Fraud or criminal offense in connection with obtaining, attempting to obtain, procuring or performing a public or private agreement related to municipal solid waste services of any kind (including Collection, hauling, Transfer, Processing, Composting or Disposal), including this Agreement or any amendment thereto; or
   
   b. Bribery or attempting to bribe a public officer or employee of a local, State, or federal agency; or
   
   c. Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony; or
   
   d. Unlawful disposal of Hazardous Waste or Designated Waste the occurrence of which any of Contractor Party knew or should have known; or
e. Violation of antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation, and of unfair and anti-competitive trade practices laws, including with respect to inflation of Solid Waste Collection, Transportation, Processing fees, or Disposal Fees; or
f. Violation of securities laws; or

Customer

"Customer" means the Person whom Contractor submits its billing invoice to and collects payment from for Collection services provided to a Premises. The Customer is not necessarily the owner of the Premises and may be either the Person who occupies the Premises or the Owner of the Premises.

Customer Type

"Customer Type" means the Customer’s sector category including, but not limited to, Single-Family, Multi-Family, Commercial, C&D, Drop Box, and Agency.

Day

"Day" means calendar day unless otherwise specified in this Agreement.

Drop Box

"Drop Box" mean open-top Containers with a typical capacity of eight (8) to forty (40) cubic yards that are serviced by a roll-off Collection vehicle. Drop Boxes that contain primarily putrescible materials require a lid.

Discarded Materials

"Discarded Materials" means Solid Waste, Recyclable Materials, Organic Materials, and C&D placed by a Generator in a receptacle and/or at a location for the purposes of Collection by Contractor, excluding Excluded Waste.

Disposal

"Dispose" "Disposal" or "Disposed" mean the ultimate disposition of unprocessed Solid Waste intended for Disposal, and Residue.

Divert, Diversion
“Divert” or “Diversion (or any variation thereof)” means to prevent Recyclables and Organic Waste from Disposal at landfill or transformation facilities, (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through Source Reduction, reuse, Recycling, and Composting, as provided in Section 41780-41786 of AB 939, as AB 939 may be hereafter amended or superseded.

Diversion is a broad concept that is to be inclusive of material handling and Processing changes that may occur over the Term including, but not limited to, changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs and/or are for other reasons deemed desirable by the Agency.

Effective Date

“Effective Date” means October 19, 2020.

Electronic Waste

“Electronic waste” or “E-Waste” means discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, or Disposal.

Environmental Laws

Excluded Waste

"Excluded Waste" means Hazardous Substances, Hazardous Waste, Biomedical Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or Regional Agency to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

Food Waste

"Food Waste" means a subset of Organic Waste including: (i) all kitchen and table food waste scraps, and animal, or vegetable, fruit, grain, dairy or fish waste that attends or results from the storage, preparation, cooking or handling of foodstuffs, with the exception of animal excrement, (ii) paper waste contaminated with putrescible material, and (iii) biodegradable food service ware designed to disintegrate and biodegrade quickly.

Franchised Materials


Generator or Generate

"Generator" means any Person whose act or process produces Discarded Materials as defined in the Public Resources Code, or whose act first causes any of these items to become subject to regulation, and "Generate" means the act or process that produces such Materials.

Gross Receipts

"Gross Receipts" means total cash receipts collected from Customers by Contractor for the provision of services pursuant to this Agreement, without any deductions. Gross Receipts do not include revenues from the sale of Recyclable Materials or other Franchised Materials.

Hazardous Substance
“Hazardous Substance” means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as “Hazardous Substances”, “hazardous materials”, “Hazardous Wastes”, “toxic waste”, “pollutant” or “toxic substances” or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Law, 49 USC §5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl’s (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

Hazardous Waste

“Hazardous Waste” means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

Holidays


Household Batteries

“Household Batteries” means disposable or rechargeable dry cells such as those referred to as A, AA, AAA, B, C, D, 9-volt, button type or those from laptop computers or cell phones, and commonly used as power sources for consumer electronics devices, including but not limited to zinc oxide, nickel metal hydride, alkaline, mercury, silver oxide, lithium, lithium ion and carbon zinc, but excluding automotive lead acid batteries.

Household Hazardous Waste (HHW)
“Household Hazardous Waste” or “HHW” means Hazardous Waste generated at Single-Family Properties within the Regional Agency. HHW includes, but is not limited to: paint, stain, varnish, thinner, adhesives, auto products such as old fuel, batteries, household batteries, fluorescent bulbs, tubes, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

Liquidated Damages

“Liquidated Damages” means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 11.6 and Attachment G.

Mandatory Collection Area

“Mandatory Collection Area” means the areas, individually or collectively, of Members’ jurisdictions with mandatory Collection including, currently, the Town of Yountville pursuant to Title 13, Division 3, Chapter 13.80 of the Yountville Municipal Code as amended or renumbered from time to time.

Mixed C&D

“Mixed C&D” means C&D materials which have not been Source Separated into homogeneous material streams of like materials and which require sorting and Processing prior to Recycling.

Multi-Family, Multi-Family Property, MFD

“Multi-Family” means 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) that receive centralized Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address.

Napa County Solid Waste Service Zone Three (3)

“Napa County Solid Waste Service Zone Three (3)” means that area defined as such in the Second Amendment to the JPA Formation Agreement.

Non-Collection Notice

"Non-Collection Notice" means a form, as approved in advance by the Agency, used to notify Service Recipient(s) of the reason for the non-collection of materials set out by the Service Recipient(s) for Collection by Contractor pursuant to this Agreement.
Organic Materials

"Organic Materials" means those Yard Trimmings and Food Waste which are specifically accepted at the Approved Disposal Facility or the Approved Recycling Facility. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Solid Waste and Recyclable Material.

Owner

"Owner" means the Person(s) holding legal title to real property and/or any improvements thereon and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.

Party, Parties

"Party", "Parties" refers to the Agency and Contractor, individually or together.

Person(s)

"Person(s)" means any individual, firm, association, organization, partnership, corporation, trust, joint venture, or public entity.

Premises

"Premises" means any land or building in the Service Area where Solid Waste, Recyclable Materials, Organic Materials, or C&D are generated or accumulated.

Processing

"Process" or "Processing" mean to sort, separate, prepare, treat, bale or otherwise package, compost, cure, or to take other steps necessary to re-use materials, or to remanufacture, reconstitute, and or create new products from Discarded Materials. Processing includes reuse, Recycling and Composting, and excludes energy conversion processes except by prior approval of the Agency.

Public Containers

"Public Containers" means Member-owned Containers maintained by the Member for use by the public located on or near streets and public rights-of-way and other public places in the Service Area as specified by the Member for placement of Discarded Materials generated by the public.

Rate
“Rate” means the maximum amount, expressed as a dollar unit, approved by the Agency that Contractor may bill a Customer for providing services under this Agreement. The Rates approved by the Agency are the maximum Rates that Contractor may charge a Customer, and Contractor may, in its sole discretion, charge any amount up to and including the maximum Rate approved by the Agency.

Rate Year

“Rate Year” means a 12-month period, beginning with July 1 and concluding twelve (12) months later, for which Contractor’s Compensation is calculated. “Rate Year One” means the 12-month period beginning July 1, 2021 and ending June 20, 2022.

Recyclable Materials

“Recyclable Materials” or “Recyclables” means those Discarded Materials that: Generators set out in Recyclables Containers for Collection for the purpose of Recycling by Contractor that are at least ninety percent (90%) Recyclable and that exclude Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Solid Waste and Organic Materials. Recyclable Materials shall include, but not be limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper egg cartons, telephone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal and other similar food boxes); chipboard; corrugated cardboard; glass containers, all colors; aluminum (including beverage containers, foil, food containers, small pieces of scrap metal); scrap metal weighing less than 10 pounds (without cords or chains and fitting into the container); steel, tin or bi-metal cans; and plastic containers; subject in each case to changes in accordance with Attachment B.

Recycle, Recycling

“Recycle” or “Recycling” means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise be disposed of in a landfill, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Recycling does not include Transformation.

Residential, Residential Property

“Residential”, “Residential Property” means on, of or pertaining to property used for residential purposes, irrespective of whether such dwelling units are rental units or owner-occupied, or
whether commercial activities are conducted thereon or therefrom, provided that such commercial activities are permitted under applicable zoning regulations and do not consist of the primary use of the property.

**Residue**

“Residue” means unrecoverable materials remaining after Processing Discarded Materials for which there are no other options for viable use and which therefore must be Disposed of in a landfill.

**Reusable Materials**

“Reusable Materials” means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected Source Separated or recovered through a Processing Facility.

**SB 1383**

“SB 1383” means Chapter 395, Statutes of 2016 [Lara, SB 1383] relating to short lived climate pollutants, commonly referred to as “SB 1383”, as amended, supplemented, superseded, and replaced from time to time.

**Service Area**

“Service Area” means the Napa County Solid Waste Service Zone Three (3) and the Napa County Solid Waste Service Zone Four (4), as those terms are defined in the JPA Formation Agreement between the Members as of the Effective Date, and the incorporated areas of the City of Calistoga, the City of St. Helena, and the Town of Yountville.

**Service Level**

“Service Level” refers to the size of a Customer’s Container and the frequency of Collection service.

**Single-Family, Single-Family Property, SFD**

“Single-Family” means, notwithstanding any contrary definition in a Member’s municipal code, any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or occupant of such independent unit is billed directly for the Collection service. Single-Family includes Residential units of a duplex, tri-plex, or four-plex Residential
structure provided that the owner or Occupant of each unit is separately billed for its specific service level.

Solid Waste

"Solid Waste" means solid waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated thereunder. Excluded from the definition of Solid Waste are Excluded Waste, Source Separated C&D, Source Separated Recyclable Materials, Source Separated Organic Materials, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container.

Source Reduction

"Source Reduction" means any action which causes a net reduction in the generation of Solid Waste. It includes, but is not limited to, reducing the use of non-recyclable materials, replacing Disposal materials and products with Reusable materials and products, reducing packaging, reducing the amount of Yard Trimmings generated, and increasing the efficiency of the use of paper, cardboard, glass, metal, plastic, and other materials. Source Reduction does not include steps taken after the material becomes Solid Waste or actions which would impact air or water resources in lieu of land, including, but not limited to, Transformation.

Source-Separated

"Source Separated" means the segregation from solid waste, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse. A load of source separated materials that contains more than ten (10) percent solid waste shall not be considered source separated.

State

"State" means the State of California.

Subcontractor

"Subcontractor" means a Person that has entered into a contract, express or implied, with Contractor for the performance of an act that is necessary for Contractor's fulfillment of its
obligations for providing service under this Agreement. Notwithstanding any other provision in this Agreement, land owners leasing real property to Contractor, Vendors providing materials, supplies or professional services to Contractor, and the Approved Disposal Facility and the Approved Recycling Facility if not owned or operated by Contractor or an Affiliate, shall not be considered Subcontractors for any purpose under this Agreement.

Term

"Term" means the Term of this Agreement as provided for in Section 4.1.

Transformation

"Transformation" means incineration, pyrolysis, distillation, gasification, or biological conversion other than Composting.

Transportation

"Transportation" means the act of transporting or state of being transported.

Universal Waste

"Universal Waste" or "U-waste" means all wastes defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations or successor regulations. These include, but are not limited to, Household Batteries, fluorescent light bulbs, mercury switches, and E-Waste.

Used Motor Oil

"Used Motor Oil" means used motor oil from automobiles and other light duty vehicles intended for personal use which is removed from vehicles at Single-Family Premises and not as a part of a for-profit or other business activity. Used Motor Oil does not include transmission fluid.

Used Oil Filter

"Used Oil Filter" means a used motor oil filter from automobiles and other light duty vehicles intended for personal use which is removed from vehicles at Single-Family Premises and not as a part of a for-profit or their business activity.

Used Oil Recovery Kit

"Used Oil Recovery Kit" means a kit containing: one (1) reusable plastic jug of at least one (1) gallon capacity with a watertight screw-on top to contain Used Motor Oil; one (1) plastic
disposable resealable bag of sufficient capacity to accommodate one (1) Used Motor Oil Filter; and, a flyer, brochure, or other informational media approved by the Agency’s Designated Representative intended to educate Customers about the Used Motor Oil and Filter Collection program and the benefits resulting from the proper handling of Used Motor Oil and Filters. The Used Oil Recovery Kit is to be provided to Customers by Contractor to recover Used Motor Oil and Filters from Single-Family residents.

Voluntary Collection Area

“Voluntary Collection Area” means the areas, individually or collectively, of Members’ jurisdictions with voluntary Collection including, currently, the Service Area with the exception of the Town of Yountville pursuant to Title 13, Division 3, Chapter 13.80 of the Yountville Municipal Code as amended or renumbered from time to time.

Yard Trimmings

“Yard Trimmings” means those Discarded Materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of organic waste. Yard Trimmings is a subset of Organic Waste. Yard Trimmings placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container.
ATTACHMENT B
SCOPE OF SERVICES – DETAILS
The following Attachments (B1 through B6) describe the programs which, in aggregate, represent the direct services to be performed under this Agreement by Contractor.

Each of the following Attachments (B1 through B6) present the programs to be provided to each Customer Type by Contractor. Within each program description are specific requirements for the:

- Type and size of Containers or Service Level to be offered by Contractor under each program;
- Frequency of service to be offered by Contractor to Customers;
- Location of service, including an indication of whether additional charges may apply if a Customer selects a location that is costlier to serve (e.g. back-yard service);
- Materials that are acceptable or prohibited within the program;
- Provision of additional services to the Customer if the standard Service Levels are inadequate, either on a regular or periodic basis, and an indication of whether additional charges may apply; and/or
- Other requirements and considerations of the program.

Contractor shall provide the services for each program described in accordance with the specific program requirements detailed in Attachments B1 through B6 and Contractor shall promote such programs using the public education and outreach methods described in the Agreement.
ATTACHMENT B1:
SINGLE-FAMILY RESIDENTIAL SERVICE

1. Solid Waste Collection
Contractor shall Collect Solid Waste in Contractor-provided Carts one (1) time per week from Single-Family Customers and Transport all Solid Waste to the Approved Disposal Facility for Disposal.

Containers: Carts
Container Sizes: 32-, 64-, and 96-gallons or comparable sizes (as requested by Customer)
Service Frequency: One (1) time per week
Service Location: Curbside; Drive-in and side- or back-yard Solid Waste Collection Service for Single-Family Customers may be available for an additional monthly per-container fee.
Acceptable Materials: Solid Waste
Additional Service: Contractor shall provide additional Solid Waste Carts to Single-Family Customers upon request and may charge the “Additional Solid Waste Cart” Monthly Service Rate approved by the Agency.
Other Requirements: None

2. Recyclable Materials Collection
Contractor shall Collect Recyclable Materials in Contractor-provided Containers one (1) time per week from Single-Family Customers and Transport all Recyclable Materials to the Approved Recycling Facility for Processing.

Containers: Carts
Container Sizes: 96-gallons or comparable sizes.
Service Frequency: One (1) time per week on the same day Solid Waste is collected.
Service Location: Curbside; Drive-in and side- or back-yard Recyclable Materials Collection Service for Single-Family Customers may be available for an additional monthly per-container fee.
Acceptable Materials: Recyclable Materials
Prohibited Materials: Solid Waste, Organic Materials, Excluded Waste
Additional Service: Single-Family Customers shall receive one (1) Recyclable Materials Cart as standard. Contractor shall provide additional Recyclable Materials Carts to Single-Family Customers upon request and may charge the “Additional Recycling Cart” Monthly Rental Rate approved by the Agency.
Contractor shall establish an “overages” program that allows Single-Family Customers to place additional Recyclable Materials Curbside (in Customer-provided clear plastic bags) or cardboard (tied and bundled no larger than 2’ x 2’) adjacent to the Recyclable Materials Cart on their regularly-scheduled Collection day at no additional charge to the Customer.

Other Requirements:

Contractor may assess a “contamination fee” per event for Customers who have repeatedly (no less than three times in a calendar year) placed more than ten percent (10%) by volume of prohibited materials in their Recyclable Materials Container. Prior to assessing such contamination fee, Contractor must provide targeted education (e.g., through the use of a tag on the Container) no less than three times to that specific Customer. Such education shall, at a minimum, notify the Customer of the specific materials that have been incorrectly placed and inform the Customer as to which Container the materials should be placed. Upon assessment of the contamination fee, Contractor shall document the presence of prohibited items through photographic record and make such documentation available to the Customer and/or the Agency’s Designated Representative, upon request.
3. **Organic Materials Collection**
Contractor shall Collect Organic Materials in Contractor-provided Carts one (1) time per week from Single-Family Customers and Transport all Organic Materials to the Approved Disposal Facility or the Approved Recycling Facility for Processing.

Containers: Carts
Container Sizes: 96-gallons or comparable sizes.
Service Frequency: One (1) time per week on the same day Solid Waste is collected.
Service Location: Curbside; Drive-in and side- or Back-yard Organic Materials Collection Service for Single-Family Customers may be available for an additional monthly per-container fee.
Prohibited Materials: Solid Waste, Recyclable Materials, Excluded Waste
Additional Service: Single-Family Customers shall receive one (1) Organic Materials Cart standard. Contractor shall provide additional Organic Materials Carts to Single-Family Customers upon request and may charge the “Additional Organic Materials Cart” Monthly Service Rate equivalent to fifty (50%) of the Solid Waste monthly Service Rate gallon equivalent.
Other Requirements: Contractor may assess a “contamination fee” per event for Customers who have repeatedly (no less than three times in a calendar year) placed more than ten percent (10%) by volume of prohibited materials in their Yard Trimmings Container. Prior to assessing such contamination fee, Contractor must provide targeted education (e.g. through the use of a tag on the Container) no less than three times to that specific Customer. Such education shall, at a minimum, notify the Customer of the specific materials that have been incorrectly placed and inform the Customer as to which Container the materials should be placed. Upon assessment of the contamination fee, Contractor shall document the presence of prohibited items through photographic record and make such documentation available to the Customer and/or the Agency’s Designated Representative, upon request.

4. **Used Motor Oil and Filter Collection**
Contractor shall Collect Used Motor Oil and Filters in a Contractor-provided Used Oil Recovery Kit from Single-Family Customers and properly Dispose of the Used Motor Oil and Filter.

Containers: Used Oil Recovery Kit
Container Sizes: One 1-gallon Filter Bag; and, up to two 1-gallon used oil jugs or one 2.5-gallon used oil jug
Service Frequency: Up to one (1) time per week on the same day as Solid Waste Collection Service
Service Location: Curbside (by appointment)
Acceptable Materials: Used Motor Oil and Filter
Additional Service: Not applicable
Other Requirements: Contractor shall provide a Used Oil Recovery Kit to a Customer on the next scheduled service day after such request is made by Customer at no additional cost to Customer. Upon Collection of Used Motor Oil and Filter from a Customer, Contractor shall leave a Used Oil Recovery Kit adjacent to the Recyclables Cart. Contractor shall not be required to Collect more than one (1) Used Oil Recovery Kit per individual dwelling unit per week from Single-Family Customers who request it.

5. Curbside Bulky Item/Reusable Materials Collection
Contractor shall Collect Bulky Items and Reusable Materials from Single-Family Customers and transport the Bulky Items to the Approved Disposal Facility for Processing.

Containers: Not applicable
Service Level: Up to two (2) cubic yard of Reusable Materials, up to five (5) E-Waste items, and up to two (2) Appliances or Bulky Items. Appliances with Freon count as two (2) Bulky Items.
Service Frequency: Up to two (2) times per year (as requested by Customer)
Service Location: Curbside
Acceptable Materials: Reusable Materials, Appliances, Bulky Items, E-Waste, and U-Waste
Prohibited Materials: Solid Waste, Organic Materials, Hazardous Materials, Recyclable Materials, abandoned automobiles, trees, Excluded Waste or any single item (e.g. large auto parts, etc.) that exceeds two hundred (200) lbs. in weight.
Additional Service: Contractor shall Collect additional eligible items that exceed the required Service Level and may charge the “Additional Bulky Item” Rate approved by the Agency (as requested by Customer) for each item Collected.
Other Requirements: Contractor shall provide the service to the Customer within ten (10) Business Days of the Customer’s requested service date, as mutually agreed upon by the Customer and Contractor.

6. Seasonal Programs
Contractor shall develop and educate Single-Family Customers about the availability of and participation requirements for programs dealing with seasonal or periodic waste management
demands that exceed regularly scheduled Collection via outreach through the Customer newsletter and the Contractor website. Contractor shall provide the following seasonal program services to Single-Family Customers at no additional charge:

Holiday Tree Collection. Contractor shall Collect from Single-Family Customers un-flocked and undecorated holiday trees that are placed curbside during the first week of each year. Holiday trees must be cut into sections no longer than 3 feet.

7. **Alternative Service Location for Disabled Single-Family Customers**

Contractor shall allow for Persons that have a disability as defined by the Americans with Disabilities Act (which means Public Law 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 27 U.S.C. 225 and 611, and all Federal rules and regulations relating thereto) that are Occupants of Single-Family Premises to receive Collection services at a location other than Curbside at no extra charge to the Customer. Contractor shall review all applications (which shall include statements from physicians) made by Customers to determine conformance with this exemption provision and shall grant exemptions, if applicable. Contractor shall make reasonable accommodations with regard to provision of and servicing of Containers (e.g., Container size and type, placement of Containers for Collection, etc.) at no additional cost to the Customer.
ATTACHMENT B2:
MULTI-FAMILY RESIDENTIAL SERVICES

1. Solid Waste Collection
Contractor shall Collect Solid Waste in Contractor-provided Containers not less than one (1) time per week from Multi-Family Customers and Transport all Solid Waste to the Approved Disposal Facility for Disposal.

Containers: Carts, Bins, Compactors
Container Sizes: 32-, 64-, and 96-gallon or comparable size Carts: 2-, 4-, and 6-cubic yard Bins
Service Frequency: Up to six (6) times per week but not less than one (1) time per week, as requested by Customer
Service Location: Curbside or other Customer-selected service location at the Multi-Family Premises (difficult to service charges may apply if service location is not immediately accessible by the Collection vehicle)
Acceptable Materials: Solid Waste
Additional Service: Special pickups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Extra picks ups can be scheduled equating to up to six days per week total service.
Other Requirements: Contractor shall contact Multi-Family Customers in advance of the start of service to determine appropriate Container sizes and service frequency. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply).

2. Recyclable Materials Collection
Contractor shall Collect Recyclable Materials in Contractor-provided Containers not less than one (1) time per week from Multi-Family Customers and Transport all Recyclable Materials to the Approved Recycling Facility for Processing.

Containers: Carts, Bins, Compactors
Container Sizes: 96-gallon or comparable size Carts: 2-, 4-, and 6- cubic yard Bin
Service Frequency: Up to six (6) times per week but not less than one (1) time per week for the 4 yard bin (as requested by Customer). One (1) time per week for the 96 gallon cart.
Service Location: Curbside or other Customer-selected service location at the Multi-Family Premises (difficult to service charges may apply if service location is not immediately accessible by the Collection vehicle)

Acceptable Materials: Recyclable Materials
Prohibited Materials: Solid Waste, Organic Materials, Excluded Waste

Additional Service: Special pickups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Extra picks ups can be scheduled equating to up to six days per week total service.

Other Requirements: Contractor shall contact Multi-Family Customers in advance of the start of service to determine appropriate Container sizes and service frequency. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply).

Multi-Family Customers with no greater than once per week individual cart service will receive one (1) Recyclable Materials cart free of additional charge. If a Customer has Bin service, it can receive up to three Recycling Carts at no charge.

Contractor may assess a “contamination fee” per event for Customers who have repeatedly (no less than three times in a calendar year) placed more than ten percent (10%) by volume of prohibited materials in their Recyclable Materials Container. Prior to assessing such contamination fee, Contractor must provide targeted education (e.g. through the use of a tag on the Container) no less than three times to that specific Customer. Such education shall, at a minimum, notify the Customer of the specific materials that have been incorrectly placed and inform the Customer as to which Container the materials should be placed. Upon assessment of the contamination fee, Contractor shall document the presence of prohibited items through photographic record and make such documentation available to the Customer and/or the Agency’s Designated Representative, upon request.

3. Organic Materials Collection
Contractor shall Collect Organic Materials in Contractor-provided Carts no less than one (1) time per week (i) from all Multi-Family Customers who are subject to the requirements of AB 1826 and do not refuse the service, and (ii) from all other Multi-Family Customers who subscribe for the service. Under both (i) and (ii), Contractor shall be entitled to charge for Organic Materials
Collection service at the then-applicable Rates for the service. Contractor shall transport all Organic Materials to the Approved Disposal Facility or the Approved Recycling Facility for Processing. If a Multi-Family Customer subject to the requirements of AB 1826 refuses Organics Materials Collection Service, Contractor shall not be required to provide service to that Customer and shall notify the Agency of the Customer’s refusal within 30 days and in Contractor’s quarterly report. “Subject to the requirements of AB 1826” means that the Multi-Family Customer is subscribed for a volume of weekly Solid Waste service equal to or greater than the applicable volume threshold set forth in California Public Resources Code §42649.81(a)(2), (3) or (4).

Container: Carts
Container Sizes: 96-gallon or comparable size Carts.

Service Frequency: One (1) time per week.
Service Location: Curbside or other Customer-selected service location at the Multi-Family Premises. (difficult to service charges may apply if service location is not immediately accessible by the Collection vehicle)

Acceptable Materials: Organic Materials
Prohibited Materials: Solid Waste, Recyclable Materials, Excluded Waste

Additional Service: Special pickups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Extra picks ups can be scheduled equating to up to six days per week total service.

Other Requirements: Contractor shall contact Multi-Family Customers in advance of the start of service to determine appropriate Container sizes and service frequency. If a Customer places Organic Materials Container(s) for Collection and the materials placed in such Container(s) include a sufficient volume or particular type of Prohibited Materials that could reasonably result in the Approved Disposal Facility or the Approved Recycling Facility either rejecting the material from Processing or charging Contractor a greater amount for Processing, Contractor may classify that set-out as “Contaminated”. Contractor shall document any set-outs classified as Contaminated with photographic evidence of the presence of the Prohibited Material(s) and shall provide such evidence to the Agency’s Designated Representative or Customer upon request. In the event of a Contaminated set-out, Contractor shall provide Customer with a written warning of the Contamination and instruct the Customer about how to properly separate and place Organic Materials for Collection and Contractor may, at their sole discretion, refuse to Collect the Container
until it is no longer Contaminated. In the event that Contractor classifies more than two (2) set-outs in a consecutive three (3) month period as Contaminated, whether Collected or not, Contractor may assess the "Organics Contamination" Rate approved by the Agency under this Agreement if Collected. In the event that Contractor has assessed the Organics Contamination Rate more than two (2) times in a consecutive six (6) month period, Contractor may cancel the Customer’s subscription to the Organic Materials program and may prohibit such Customer from subscribing to the program until they demonstrate to the satisfaction of the Contractor or the Agency’s Designated Representative that adequate measures have been implemented to prevent future contamination.

4. Bulky Item/Reusable Materials Collection
Contractor shall Collect Bulky Items and Reusable Materials from Multi-Family Customers and transport the Collected materials to the Approved Disposal Facility for Processing. Service must be requested by authorized Customer representative.

Containers: Not applicable
Service Level: Up to two (2) cubic yards of Reusable Materials, up to five (5) E-Waste items, AND up to two (2) Appliance or Bulky Item. Appliances with Freon count as two (2) Bulky Items.
Service Frequency: Up to two (2) times per year (as requested by Multi-Family Customer)
Service Location: Curbside or other location approved by Contractor
Acceptable Materials: Reusable Materials, Appliances, Bulky Items, E-Waste, and U-Waste
Prohibited Materials: Solid Waste, Organic Materials, Recyclable Materials, Excluded Waste or any single item that exceeds two hundred (200) lbs. in weight
Additional Service: Upon Multi-Family Customer request, Contractor shall Collect additional items which exceed the required Service Level and may charge the "Additional Bulky Item" Rate approved by the Agency. Contractor shall provide additional Collection events for a Customer beyond two (2) per year and may charge the "Additional Bulky Item Collection" Rate approved by the Agency.

Other Requirements: The Contractor shall provide the service to the Customer within five (5) Business Days of the Customer's requested service date, as mutually agreed upon by the Customer and Contractor.
ATTACHMENT B3:
COMMERCIAL SERVICES; C&D SERVICES

1. Solid Waste Collection
Contractor shall Collect Solid Waste in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and transport all Solid Waste to the Approved Disposal Facility for Disposal.

Containers: Carts, Bins, Compactors.
Container Sizes: 32-, 64-, and 96-gallon or comparable size Carts; 2-, 4-, and 6- cubic yard Bins; and Compactors (as requested by Customer).
Service Frequency: Up to six (6) times per week but not less than one (1) time per week, as requested by Customer.
Service Location: Curbside; or other Customer-selected service location at the Commercial Premises (difficult to service charges may apply if service location is not immediately accessible by the Collection vehicle)
Acceptable Materials: Solid Waste
Additional Service: Special pickups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Extra picks ups can be scheduled equating to up to six days per week total service

Other Requirements: Contractor shall contact Commercial Customers in advance of the start of service to determine appropriate Container sizes and service frequency. Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply).

2. Recyclable Materials Collection
Contractor shall Collect Recyclable Materials and/or Source Separated Recyclable Materials in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Recyclable Materials to the Approved Recycling Facility for Processing or, at Contractor’s discretion, to any Person who will make a net payment to Contractor for the delivery of the Source-Separated Recyclable Materials.

Containers: Carts, Bins, Drop Boxes, Compactors
Container Sizes: 96-gallon or comparable size Cart; 2- and 4-cubic yard Bins; and Compactors (as requested by Customer)
Service Frequency: Up to six (6) times per week but not less than one (1) time per week, as requested by Customer

Service Location: Curbside or other Customer-selected service location at the Commercial Premises (difficult to service charges may apply if service location is not immediately accessible by the Collection vehicle)

Acceptable Materials: Recyclable Materials

Prohibited Materials: Solid Waste, Organic Materials, Excluded Waste

Additional Service: Special pickups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Extra picks ups can be scheduled equating to up to six days per week total service.

Other Requirements: Contractor shall contact Commercial Customers in advance of the start of service to determine appropriate Container sizes and service frequency.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply).

Contractor may assess a “contamination fee” per event for Customers who have repeatedly (no less than three times in a calendar year) placed more than ten percent (10%) by volume of prohibited materials in their Recyclable Materials Container. Prior to assessing such contamination fee, Contractor must provide targeted education (e.g. through the use of a tag on the Container) no less than three times to that specific Customer. Such education shall, at a minimum, notify the Customer of the specific materials that have been incorrectly placed and inform the Customer as to which Container the materials should be placed. Upon assessment of the contamination fee, Contractor shall document the presence of prohibited items through photographic record and make such documentation available to the Customer and/or the Agency’s Designated Representative, upon request.

Contractor shall document and report to the Agency’s Designated Representative each instance where Contractor delivers Source Separated Recyclable Materials to a Person other than the Approved Recycling Facility. Such report shall include the Person to whom the materials were delivered, the specific type of materials delivered (e.g., cardboard, metal
etc.), the number of Tons, and the amount received in payment for the delivery.

3. Organic Materials Collection
Contractor shall Collect Organic Materials in Contractor-provided Containers no less than one (1) time per week from (i) all Commercial Customers who are subject to the requirements of AB 1826 and do not refuse the service, and (ii) from all other Commercial Customers who subscribe for the service. Under both (i) and (ii), Contractor shall be entitled to charge for Organic Materials Collection service at the then-applicable Rates for the service. Contractor shall Transport all Organic Materials to the Approved Disposal Facility or the Approved Recycling Facility for Processing. If a Commercial Customer subject to the requirements of AB 1826 refuses Organics Materials Collection Service, Contractor shall not be required to provide service to that Customer and shall notify the Agency within 30 days of the Customer’s refusal and in Contractor’s quarterly report. “Subject to the requirements of AB 1826” means that the Commercial Customer is subscribed for a volume of weekly Solid Waste service equal to or greater than the applicable volume threshold set forth in California Public Resources Code §42649.81(a)(2), (3) or (4).

Containers:  Carts, Bins
Container Sizes:  64-, and 96-gallon or comparable size Carts; 4- and 6- cubic yard Bins
Service Frequency:  Up to three (3) times per week but not less than one (1) time per week, as requested by Customer
Service Location:  Curbside or other Customer-selected service location at the Commercial Premises (difficult to Service charges may apply if service location is not immediately accessible by the Collection vehicle)
Acceptable Materials:  Organic Materials
Prohibited Materials:  Solid Waste, Recyclable Materials, Excluded Waste
Additional Service:  Special pickups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Extra picks ups can be scheduled equating to up to six days per week total service.
Other Requirements:  Contractor shall contact Commercial Customers in advance of the start of service to determine appropriate Container sizes and service frequency.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply).
If a Customer places Organic Materials Container(s) for Collection and the materials placed in such Container(s) include a sufficient volume or particular type of Prohibited Materials that could reasonably result in the Approved Disposal Facility or the Approved Recycling Facility either rejecting the material from Processing or charging Contractor a greater amount for Processing, Contractor may classify that set-out as "Contaminated". Contractor shall document any set-outs classified as Contaminated with photographic evidence of the presence of the Prohibited Material(s) and shall provide such evidence to the Agency’s Designated Representative or Customer upon request. In the event of a Contaminated set-out, Contractor shall provide Customer with a written warning of the Contamination and instruct the Customer about how to properly separate and place Organic Materials for Collection and Contractor may, at their sole discretion, refuse to Collect the Container until it is no longer Contaminated. In the event that Contractor classifies more than two (2) set-outs in a consecutive three (3) month period as Contaminated, whether Collected or not Contractor may assess the “Organics Contamination” Rate approved by the Agency under this Agreement if Collected. In the event that Contractor has assessed the Organics Contamination Rate more than two (2) times in a consecutive six (6) month period, Contractor may cancel the Customer’s subscription to the Organic Materials program and may prohibit such Customer from subscribing to the program until they demonstrate to the satisfaction of the Contractor or the Agency’s Designated Representative that adequate measures have been implemented to prevent future contamination.

4. Food Waste Collection

Contractor shall Collect Food Waste in Contractor-provided Containers no less than one (1) time per week from all Commercial Customers who subscribe for the service. Contractor shall be entitled to charge for Food Waste Collection service at the then-applicable Rates for the service. Contractor shall Transport all Food Waste to the Approved Disposal Facility or the Approved Recycling Facility for Processing.

Containers: Carts
Container Sizes: 64-gallon or comparable size Carts
Service Frequency: Up to three (3) times per week (Monday, Wednesday and/or Friday) but not less than one (1) time per week, as requested by Customer
Service Location: Curbside or other Customer-selected service location at the Commercial Premises (difficult to Service charges may apply if service location is not immediately accessible by the Collection vehicle)

Acceptable Materials: Food Waste

Prohibited Materials: Solid Waste, Recyclable Materials, Yard trimmings, Excluded Waste

Additional Service: Special pickups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at an approved additional charge. Extra picks ups can be scheduled equating to up to six days per week total service.

Other Requirements: Contractor shall contact Commercial Customers in advance of the start of service to determine appropriate Container sizes and service frequency.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply).

If a Customer places Food Waste Container(s) for Collection and the materials placed in such Container(s) include a sufficient volume or particular type of Prohibited Materials that could reasonably result in the Approved Disposal Facility or the Approved Recycling Facility either rejecting the material from Processing or charging Contractor a greater amount for Processing, Contractor may classify that set-out as “Contaminated”. Contractor shall document any set-outs classified as Contaminated with photographic evidence of the presence of the Prohibited Material(s) and shall provide such evidence to the Agency’s Designated Representative or Customer upon request. In the event of a Contaminated set-out, Contractor shall provide Customer with a written warning of the Contamination and instruct the Customer about how to properly separate and place Food Waste for Collection and Contractor may, at their sole discretion, refuse to Collect the Container until it is no longer Contaminated. In the event that Contractor classifies more than two (2) set-outs in a consecutive three (3) month period as Contaminated, whether Collected or not Contractor may assess the “Food Waste Contamination” Rate approved by the Agency under this Agreement if Collected. In the event that Contractor has assessed the Food Waste Contamination Rate more than two (2) times in a consecutive six (6) month period, Contractor may cancel the Customer’s subscription to the Food Waste program and may prohibit such Customer from subscribing to the program until they demonstrate to the satisfaction of the Contractor or the Agency’s Designated Representative that adequate measures have been implemented to prevent future contamination.
5. C&D Collection

Contractor shall Collect C&D from Customers that directly subscribe to its Collection services. Contractor shall charge Customers for C&D Collection services at Agency-approved Rates.

Acceptable Materials: Contractor may Collect C&D from construction, remodeling, repair, or demolition operations. C&D may be mixed materials delivered to the Approved Disposal Facility and/or the Approved Recycling Facility for Processing or Disposal; Source Separated C&D materials Collected for Recycling; and/or Source Separated Salvageable Materials Collected for salvage and Reuse. C&D may contain only de minimis amounts of Solid Waste generated at the C&D Collection Sites. Contractor may Transport Source Separated Recyclable Materials, such as cardboard and metals, and Yard Trimmings, from the C&D Collection Sites, if the materials result from the construction, remodeling, repair, or demolition work at the C&D Collection Sites.

Transport/Processing: Contractor shall Deliver C&D to the Approved Disposal Facility and/or the Approved Recycling Facility for Processing or Disposal on-site and/or for transfer to a third-party for Processing. Contractor shall deliver Source Separated Reusable Materials to the Approved Disposal Facility and/or the Approved Recycling Facility for Processing through donation or sale of materials.

Containers: Contractor shall offer Customers various size Bins and Roll-Off Boxes for Collection of C&D, subject to review and approval by the Agency's Designated Representative. C&D Containers shall conform to all requirements of Section 6.5 of the Agreement.

Collection Frequency: Contractor shall Collect C&D Materials within one (1) Working Day of an initial Customer request, and at an ongoing frequency agreed upon with the individual Customer. Contractor shall provide requested Collection of C&D Materials within two (2) Working Days of a Customer request for a one-time Collection.

Education Information: Contractor shall provide Customers with Agency-approved educational information on best practices for C&D Recycling and Reuse and proper separation of materials for Collection. As directed by Agency, Contractor shall label or install signs on Bins and Roll-Off Boxes identifying allowable and non-allowable materials for Collection in the
C&D Containers. Signs shall be a minimum size of one (1) foot by two (2) feet and lettering on signs shall be a minimum of three (3) inches high. Signs shall be affixed to the front and both sides of each Bin and Roll-Off Box.

**Records/Reporting:** Contractor shall submit C&D Tonnage information and other data pursuant to Attachment D of the Agreement.
ATTACHMENT B4:
MEMBER FACILITY SERVICE LEVELS AND LOCATIONS

Member Facilities
Contractor will collect Solid Waste, Recyclable Materials, Organic Materials, and Bulky Items and Reusable Materials from Member facilities in the same manner as those services are provided to Commercial Customers. Contractor will provide service to all Member facilities (both existing facilities and Member facilities established after the Commencement Date), at no additional cost to the Agency or Member. Listed below are current Member facilities receiving Collection services and other facilities such as parks that may or may not currently be serviced but are included in the Franchise Agreement as a Member Facility.

City of Calistoga

<table>
<thead>
<tr>
<th>Service Address or Street Name</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dunaweal Lane</td>
<td>Waste Water Treatment Plant</td>
</tr>
<tr>
<td>414 Washington Street</td>
<td>Corp Yard</td>
</tr>
<tr>
<td>1232 Washington Street</td>
<td>City Hall</td>
</tr>
<tr>
<td>1235 Washington Street</td>
<td>Calistoga Police Department</td>
</tr>
<tr>
<td>1745 Wsahington Street</td>
<td>Pool</td>
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</tbody>
</table>

County of Napa

<table>
<thead>
<tr>
<th>Service Address or Street Name</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oak Street</td>
<td>Napa County Fairgrounds</td>
</tr>
<tr>
<td>2446 Stagecoach Canyon Road</td>
<td>Napa County Flood Control</td>
</tr>
<tr>
<td>7292 S Silverado Trl</td>
<td>Napa County Roads Department</td>
</tr>
</tbody>
</table>

City of St. Helena

<table>
<thead>
<tr>
<th>Service Address or Street Name</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>360 Crane Avenue</td>
<td>Crane Park</td>
</tr>
<tr>
<td>410 Crystal Springs Road</td>
<td></td>
</tr>
<tr>
<td>1 Chiax Lane</td>
<td>Wastewater Treatment Plant</td>
</tr>
<tr>
<td>1405 Charter Oak</td>
<td>City Corp Yard</td>
</tr>
<tr>
<td>1480 Charter Oaks Place</td>
<td></td>
</tr>
<tr>
<td>1492 Library Lane</td>
<td>Library</td>
</tr>
<tr>
<td>1480 Main Street</td>
<td>City Hall and Lyman Park</td>
</tr>
<tr>
<td>1574 Railroad Avenue</td>
<td>Recreation Department</td>
</tr>
<tr>
<td>254 S St Helena Hwy</td>
<td></td>
</tr>
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Town of Yountville

<table>
<thead>
<tr>
<th>Service Address or Street Name</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>6516 Washington Street</td>
<td>Community Center</td>
</tr>
<tr>
<td>7501 Solano Avenue</td>
<td>Wastewater Treatment Plant &amp; City Yard</td>
</tr>
</tbody>
</table>
ATTACHMENT B5:
MEMBER PUBLIC LOCATION SERVICE LEVELS

Once per week, Contractor will collect materials deposited in Public Solid Waste, Recyclable Materials and Organic Materials Containers which are located in the Agency Service Area and are listed below and shown on the attached map. Each Member reserves the right to change the service schedule at any time during the term of this Agreement upon not less than thirty (30) calendar days written notice to Contractor and may add Public Containers as it deems necessary. Contractor shall provide these services at no additional cost to the Agency or Member.
### City of Calistoga

<table>
<thead>
<tr>
<th>Service Address or Street Name</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1307 Washington Street</td>
<td>Special Event Calistoga Community Center</td>
</tr>
<tr>
<td>1308 Cedar Street</td>
<td>Concerts in the Park (Pioneer Park)</td>
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</tbody>
</table>

### County of Napa

<table>
<thead>
<tr>
<th>Service Address or Street Name</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pope Valley- Napa County Resource Conservation</td>
<td>3.5 YD CH Pull wk-end</td>
</tr>
<tr>
<td>Community Cleanups</td>
<td>2 times/year</td>
</tr>
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</table>

### City of St. Helena

<table>
<thead>
<tr>
<th>Service Address or Street Name</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crane Park</td>
<td>Special Event</td>
</tr>
<tr>
<td>1255 Oak Avenue</td>
<td>Hometown Harvest</td>
</tr>
<tr>
<td>Pope Street</td>
<td>Special Event</td>
</tr>
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</table>

### Town of Yountville

<table>
<thead>
<tr>
<th>Service Address or Street Name</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Town of Yountville</td>
<td>Cleanup Day (May)</td>
</tr>
</tbody>
</table>
ATTACHMENT C
LIST OF APPROVED SUBCONTRACTORS AND SUBCONTRACTORS

Subcontractors:
Clover Flat Land Fill Inc. – Processing C&D and Organic Materials and Disposal of Solid Waste and Residue

Upper Valley Recycling, Inc. – Processing Recyclables and Organic Materials

Subcontractors:
None
ATTACHMENT D
REPORTING REQUIREMENTS
As set forth in this Attachment, Contractor shall submit reports to the Agency and Members in an agreed upon format that provides information that can be used to, among other things:

1. Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under AB 939, AB 341, AB 1826, SB 1383 and other Applicable Law.
2. Evaluate past and expected progress towards achieving Diversion goals and objectives.
3. Determine needs for adjustment to programs.
4. Evaluate Customer service and complaints as applicable.

Quarterly Report Content
Quarterly reports shall be presented by Contractor to show the following information for each month in the reported quarter and include a quarterly total. In addition, each quarterly report shall show the past four (4) quarters average for data comparison (the first three (3) quarters of the Agreement shall only include the available quarterly information). Quarterly reports shall also contain other information reasonably requested in writing by the Agency’s Designated Representative.

1. Tonnage Report
   - Tonnage delivered to the Approved Disposal Facility and the Approved Recycling Facility by type (e.g., Solid Waste, Recyclable Materials, Organic Materials, and Construction and Demolition Debris), subtotaling and clearly identifying those Tons that are Disposed and those that are Diverted, inclusive of any Abandoned Waste.
   - Units of Used Oil, E-Waste, U-Waste, and Bulky Items Collected by Customer Type.
   - Recyclable Materials Tonnage Marketed (by commodity and including average commodity value for each) and Processing Residue Tonnage Disposed.

2. Customer Report
   - Number of Customers by Customer Type.
   - Number of Containers at each Service Level by Customer Type and program. Summarizing the total gallons of Cart service, cubic yards of Bin service, and pulls
and cubic yards or Tons of Compactor service by Customer Type. Report should calculate the average volume of service received per Customer if such data is available.

- Number of Bulky Item Collection events by Customer Type. Participation percentage by program and Customer Type where the participation percentage is calculated as the number of Customers who have subscribed to or requested service under the program relative to the number of Customers of that Customer Type subscribing to Solid Waste service. Contractor shall not be required to submit participant Customer names and addresses as part of the regular reporting; however, such information shall be provided to the Agency Contract Manager upon request.
- Number, address, and service type of Customers that have cancelled and not reactivated service as of the date of the report.

3. Member Report

- Member facility Diversion rate report (i.e. volume of service by Service Type received by each Member Facility and the percentage of the total Service Levels that are for Diversion services relative to the total).
- Summary report on the programs offered to Members as described in Attachments B4-B6 focused on when each service was provided, and any issues/concerns identified.
- Summary report on free compost donated, and results of e-waste and shred events.
- Summary report on any community clean-up events.
- Summary report on Abandoned Waste trouble spots where the Contractor repeatedly observes litter.
- Summary report on Public Container trouble spots where the Contractor repeatedly observes litter.


- Number of Customer calls listed separately by complaints and inquiries (where inquiries include requests for Recycling information, Rate information, etc.). For complaints, list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims, etc.).
- Number of new service requests for each Customer Type and program.
- Number of events of Discarded Materials being tagged for non-Collection summarized by the reason for tagging (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set out, Hazardous Waste, etc.).
- Number of Customers utilizing electronic billing.

5. Education and Outreach Report

- Provide a status report of Contractor’s actual activities completed compared to the public education plan. For each completed item, document the results including
what date the activity was performed, how many Customers were targeted or participated, and what methods were used to accomplish the task, if different from the plan. The status report shall detail all public education and outreach activities associated with compliance with AB 341, AB 1826 and other related laws and regulations.

- Summarize the Recycling assessments provided to Customers (reporting Multi-Family separate from Commercial) by identifying the number of Recycling assessments conducted each month in the most-recently completed quarter, and contact information including address, contact names, telephone number of Persons contacted, number of units (for Multi-Family), and the Solid Waste and Recyclable Materials Service Level for each complex. Include any Service Level changes resulting from such visits. Include copies of the completed Commercial Recycling Assessment Program reports.

- Dates, times, and group names of meetings and events attended.

6. **Pilot and New Programs Report**
   For each pilot and/or new program as applicable, provide activity related and narrative reports on goals, milestones, and accomplishments. Describe problems encountered, actions taken and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.

7. **Revenue Report**
   Provide a statement detailing Gross Receipts from all operations conducted or permitted pursuant to this Agreement.

8. **Audited Financial Statements**
   Provide audited financial statements in the next report after completion.

9. **Actual Operating Ratio and Operating Ratio.**
   Provide the current Actual Operating Ratio and the percentage difference from the Operating Ratio in the next report after calculation.

**Annual Report Content**

The annual report shall be the fourth quarterly report plus the following additional information. The annual report shall also contain other information reasonably requested in writing by the Agency’s Designated Representative.

1. **Summary Assessment**
   Provide a summary assessment of the programs performed under this Agreement from Contractor's perspective relative to the financial and physical status of the program. The physical status assessment shall reflect how well the program is operating in terms of efficiency, economy, and effectiveness in meeting all the goals and objectives of this Agreement, particularly the Contractor’s Diversion goals. Provide recommendations
and plans to improve. Highlight significant accomplishments and problems. Results shall be compared to other similar size communities served by the Contactor in the State.

2. **Operational Information**

a) **Vehicle Inventory.** Provide a listing of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage at December 31.

b) **Cart Inventory.** Provide a listing of all Containers (carts and bins) in service including year placed into service.

c) **Collection Route Maps.** Updated Collection Route maps. The Agency or a Member may also request, but is not requiring annual submittal of, other operational information such as routes by customer type, personnel details and productivity statistics.

3. **Recyclables Markets**
Contractor shall include a listing of markets for Recyclable Materials and the end use of these materials. This type of information is intended to help the Agency gauge the sustainability of Recycling markets and the ultimate Disposal of all types of materials Collected.

4. **Financial Information**

**Affiliates and Subcontractors.** As part of the annual reporting requirement, Contractor shall provide the Agency a general description of the nature of each transaction with a Subcontractor or Affiliate, or type of transaction (if many similar transactions exist), as applicable. Such description shall include for each (or similar) transaction, amounts, specific Subcontractor or Affiliate, basis of amount (how amount was determined), description of the allocation methodology used to allocate any common costs, and profit amount.
ATTACHMENT E
CONTRACTOR’S COMPENSATION AND RATE SETTING
This Attachment E describes the procedures used to adjust Contractor’s Rates under Article 9 of the Agreement. Unless defined differently in this Attachment E, the definitions in the Agreement and Attachment A shall control the interpretation of this Attachment E. In the event of any inconsistency between the terms in the Agreement and Attachment A thereto and the terms in this Attachment E, the defined terms herein shall control the interpretation of this Attachment E.

I. DEFINITIONS

The definitions set forth below shall govern the interpretation of this Attachment.

**Allowable Profit.** The calculation described in Section III.C of this Attachment (or Calculated Profit).

**Base Year.** A Rate Year where the Rates are set using the Base Year Methodology in Section III of this Attachment.

**Base Year Application.** The Submittal by Contractor when Base Year Methodology is used pursuant to Section III of this Attachment.

**Base Year Methodology.** The methodology used to set Rates in the manner described in Section III of this Attachment.

**Collection Revenue.** Revenue billed to customers, determined on an accrual basis, for services provided under the Agreement.

**CPI Index.** The Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco-Oakland-Hayward, CA area (1982-84=100) [Bureau of Labor Statistics Series I.D. CUURS49BSA0].

**Indexed Year.** A Rate Year where Rates are adjusted using the Indexed Year Methodology described in Section IV of this Attachment.

**Indexed Year Methodology.** The methodology used to set Rates in the manner described in Section IV of this Attachment.

**Operating Ratio.** A value, expressed as a percentage, used to calculate profit in Section III.C of this Attachment. The Operating Ratio to be used in the applicable Rate Years is as follows:

| Rate Year One | 87.5% |
Rate Year Two  86.5%
Rate Year Three and thereafter  85.0%

Phase-In Period. The first Rate Period governed by the Agreement, consisting of Rate Years One through Three. The Rates for all Rate Years in the Rate Period will be set based on the outcome of the first Base Year Application in 2021.

Prior Rate Year. The Rate Year prior to the Current Rate Year. For example, Rate Year One is the period from July 1, 2021 to June 30, 2022. The Prior Rate Year would be the period from July 1, 2020 to June 30, 2021.

Profit. Total Current Revenue (Section III.F) minus the sum of Allowed Cost of Operations (Section III.B) and Pass-Through Costs (Section III.D).

Rate Period. When the term “Rate Period” is used in this Attachment, it refers to the Rate Years beginning with a Base Year and including all subsequent Indexed Years up to but not including the next Base Year. The standard Rate Period will be three Rate Years consisting of one Base Year and two subsequent Indexed Rate Years.

Rate Year. When the term “Rate Year” is used in this Attachment, it refers to the fiscal year for which Rates are being set. For example, Rate Year One is the period from July 1, 2021 to June 30, 2022.

II. CONTRACTOR’S RATE APPLICATION

By May 1, Contractor shall submit a Base Year Application requesting the amount of Contractor’s Rate adjustment for the next Rate Year (commencing July 1) or Rates will be adjusted using the Indexed Year Methodology (Section IV).

A. Base Year Methodology: The Base Year Methodology will be used by Contractor to set Rates once every three years, commencing with Rate Year One, and no sooner than three years after the Base Year Methodology was last used. By May 1, Contractor shall submit a Base Year Application requesting the amount of Contractor’s Rate adjustment for the next Rate Year, commencing July 1. However, nothing contained herein shall preclude Contractor and the Agency from mutually agreeing to use the Base Year Methodology earlier than would be allowed in the schedule stated above. The Agency may also use the Base Year Methodology for the following Rate Year at its discretion. Unless the use of the Base Year Methodology is initiated by the Agency,
Contractor must pay the Agency's reasonable costs to review the Base Year Application, including the costs of accountants, attorneys and/or consultants. Contractor shall pay these costs when they become due and no later than thirty (30) days after receiving an invoice therefor from the Agency. These costs will be considered an allowable cost (i.e., administrative expense) of Contractor.

The Base Year Application shall be based on: Contractor's audited financial statements for the most recently concluded calendar year; year-to-date internally-generated financial results of operations for the Current Rate Year; and Contractor's forecasted costs for the next Rate Year. The Base Year Methodology's cost projections shall be directly derived from and directly reference revenues and costs by category as listed in Contractor's audited financial statements such that all figures presented as the basis for Contractor's Application can be tied back to the financial statements for the most recently completed calendar year preceding the Rate Application due date.

Contractor shall clearly explain in its Rate Application the methods used to produce such adjustments and forecasts.

B. Indexed Year Methodology: Every year that there is no use of the Base Year Methodology, commencing with Rate Year Five and when applicable thereafter, the Rates shall be based on the Indexed Year Methodology.

C. Phase-In Period Rates: The Agreement contains pre-determined changes in certain cost elements and the Operating Ratio during the Phase-In Period. Because of the difficulty of incorporating these changes utilizing the Indexed Year Methodology, Contractor and the Agency have agreed to establish the Rates for the next three Rate Years, beginning with Rate Year One utilizing the Base Year Methodology. The expenses used in the Rate Year One Base Year Methodology, excluding Agency Fees and Franchise Fees, will not vary by more than 5%, in the aggregate, from the amounts provided by Contractor for use in developing the Agreement and which are shown in Section VI.
III. CALCULATION OF CONTRACTOR’S BASE YEAR RATE REVENUE REQUIREMENT

The Base Year Application shall clearly document Contractor’s calculation of the Base Year Rate Revenue Requirement and proposed Rate adjustment based on the methodology described in this Section III. Contractor’s Base Year Rate Revenue Requirement shall equal the sum of the forecasted amounts set forth in this Section III, each of which shall be calculated in accordance with this Section III. The application will be presented in the format attached in Section VI.

A. Forecasted Annual Allowable Cost of Operations. The forecasted allowable cost of operations consists of the forecasted sum of the following expenses, adjusted to remove excluded costs described in Section III.B.2:

1. Wage expense;
2. Benefits expense (including workers’ compensation);
3. Maintenance & other operating expense;
4. Depreciation expense;
5. Fuel and oil expense; and
6. General and administrative expenses.

B. Methodology for Forecasting Annual Allowable Cost of Operations

1. Determine Actual Costs. Contractor’s audited financial statement shall be reviewed to determine Contractor’s actual costs necessary to perform all of the services in the manner required by the Agreement. Contractor’s auditor shall ensure costs have actually been incurred and have been assigned to the appropriate cost category.

2. Calculate Adjusted Costs. Contractor shall adjust actual costs calculated pursuant to III.B.1 to eliminate costs that are unnecessary or unreasonable for the performance of the services required by the Agreement. These excluded costs include the following:
a. Costs of any category or type not actually incurred, not necessary for the provision of services under the Agreement or unreasonable in amount;
b. Payments directors and/or owners of Contractor, unless paid as reasonable compensation for services actually rendered;
c. Fines or penalties of any nature;
d. Federal or state income taxes;
e. Payments to Affiliates for offices and other facilities, products or services in excess of the fair market value for those products or services, except for payments to Subcontractors as approved by the Agency.
f. Charitable or political donations of any nature;
g. Expenses for collection vehicles, containers, and other equipment, if such items are leased from an Affiliate at more than their actual cost;
h. Attorneys’ fees and other expenses incurred by Contractor in any court proceeding in which the Agency and Contractor are adverse parties, unless Contractor is the prevailing party in such proceeding;
i. Attorneys’ fees and other expenses incurred by Contractor arising from any act or omission by Contractor in violation of the Agreement;
j. Attorneys’ fees and other expenses incurred by Contractor in any court proceeding in which Contractor’s own negligence, violation of law or regulation, or wrongdoing are at issue; and
k. Goodwill.

3. **Forecasted Allowable Cost of Operations.** The Allowed Cost of Operations for the Rate Year shall be forecasted in the following manner:

a. **Wage expense** for the Base Year shall be reasonably forecasted based on negotiated labor agreements for represented employees as well as reasonable wage and salary adjustments for non-represented employees.

b. **Benefit expense** for the Base Year shall be reasonably forecasted based on negotiated labor agreements for represented employees, reasonable adjustments for non-represented employees, and changes in insurance premiums net of any refunds. Benefits includes workers’ compensation
expense, which shall be calculated by multiplying the wages established in Section III.3.a above by the applicable premium rates from Contractor’s insurance carrier for the projected Rate Year.

c. **Maintenance and other operating expense** for the Base Year shall be reasonably forecasted based on historical costs adjusted for Contractor’s forecasts.

d. **Depreciation expense** for the Rate Period shall be forecasted based on Contractor’s actual depreciation, which shall reflect the retirement and addition of assets. Projected depreciation shall include anticipated capital purchases for the Rate Period and reflect decreased depreciation expense due to assets reaching the end of their depreciable lives during the same Rate Period. Forecast for expenses which do not occur in every year of the Rate Period shall be modified to be recovered evenly over the Rate Period. If Contractor does not make the projected capital purchases in the Rate Year they are projected to be made, the Allowable Cost of Operations forecasted for the next Rate Period will be reduced by the sum of the overcollection of depreciation in the previous Rate Period, divided by the number of years in the following Rate Period.

e. **Fuel and oil expense** for the Base Year shall be reasonably forecasted based on historical costs adjusted for inflation and Contractor’s reasonably projected fuel consumption.

f. **General and administrative expense** for the Base Year shall be reasonably forecasted based on historical costs adjusted for Contractor’s forecasts.

C. **Calculated Allowable Profit.** Contractor’s forecasted calculated profit for the Rate Year shall be derived by dividing the forecasted allowable cost of operations (Sections III.B.3 - III.B.3.f above) by the Operating Ratio and subtracting the forecasted allowable cost of operations. For example, if the forecasted allowable cost of operations was $100 and the Operating Ratio was 0.85 or 85%, the Calculated Profit will be $17.65.

D. **Forecasted Pass-Through Costs.** The forecasted pass-through costs for the Rate Year, which are not used for the basis of calculating Contractor’s profit as described above, shall be forecasted in the following manner:
1. **Disposal and processing expense – Approved Disposal Facility.** Disposal and Processing expenses paid to the Approved Disposal Facility for the Base Year shall be reasonably forecasted based on the forecasted Disposal or Processing tip fee per ton multiplied by the forecasted Disposal or Processing tons for the Base Year. The projected tons shall be based upon the most recently concluded calendar year tons subject to reasonable adjustments for anticipated changes. Contractor will pay a specified rate per ton for disposal at the Approved Disposal Facility in each of the Rate Years shown in the following table.

<table>
<thead>
<tr>
<th>Disposal Stream</th>
<th>Rate Year 1</th>
<th>Rate Year 2</th>
<th>Rate Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refuse</td>
<td>$99.61</td>
<td>$109.54</td>
<td>$119.46</td>
</tr>
<tr>
<td>Green Waste</td>
<td>$72.92</td>
<td>$78.94</td>
<td>$84.97</td>
</tr>
</tbody>
</table>

In each subsequent year, the tip fee per ton shall be adjusted annually on July 1 by multiplying the current tip fee per ton by one (1) plus the percentage change in the CPI Index, or as provided for in the CFL Agreement.

If additional waste streams are added to the Approved Disposal Facility, Contractor will propose initial, comparable tip fees per ton and the Agency will approve or disapprove such tip fees in its reasonable discretion. In subsequent years, the tip fees per ton which will then be adjusted in the same manner as the existing waste streams.

The tip fee paid by Contractor at the Clover Flat Landfill will not be greater than the tip fee charged to other customers at that Landfill, except under special circumstances, including, without limitation, large volume or long-term arrangements, or in the case of natural disasters, such as fires and earthquakes.

2. **Disposal and processing expense – third party.** Disposal and Processing expenses paid to subcontractors that are not the Approved Disposal Facility for the Base Year shall be forecasted based on the Base Year projected Disposal or Processing tip fee per ton multiplied by the projected Disposal or Processing tons for the Base Year. The projected tons shall be based upon the most recently concluded calendar year tons subject to reasonable adjustments for anticipated changes. This calculation shall be performed for each separate waste stream and
Disposal or Processing tip fee. If the Base Year projected tip fee per ton is not available, then Contractor will project the tip fee per ton by multiplying the current tip fee per ton by one (1) plus the percentage change in the CPI Index.

3. **Forecasted interest expense** for the Base Year shall be based on Contractor’s actual interest from money paid on loans with periodic payments based on a loan agreement made by Contractor. Interest expense shall be forecasted in a similar manner to depreciation expense (Section III.B.3.d). Forecast for expenses which do not occur in every year of the Rate Period shall be modified to be recovered evenly over the Rate Period. If Contractor does not make the projected capital purchases in the Rate Year they are projected to be made, the Interest Expense forecasted for the next Rate Period will be reduced by the sum of the overcollection of interest in the previous Rate Period, divided by the number of Rate Years in the following Rate Period.

4. **Forecasted Franchise Fee** for the Base Year shall be calculated by multiplying the applicable franchise fee percentage times the projected Collection Revenue for the Base Year. Projected Collection Revenue for the Base Year is calculated by multiplying current Collection Revenue times the Rate Adjustment Factor (calculated in accordance with Section III.H).

Note the above calculation creates a circular relationship because the Rate Adjustment Factor is dependent on the Total Contractor’s Rate Revenue Requirement (calculated in accordance with Section III.E); Contractor’s Total Rate Revenue Requirement is dependent on the Forecasted Franchise Fees; the Forecasted Franchise Fees are dependent on the projected Collection Revenue for the Rate Year; and the projected Collection Revenue for the Rate Year are dependent on the Rate Adjustment Factor. Because of this circular relationship, it is necessary to use a computer which can run iterative calculations to resolve this circular reference and yield accurate calculations for each of the interdependent elements described in this Section.

5. **Forecasted AB 939/ Statutory Fee** for the Base Year shall be calculated by multiplying the applicable AB 939/Statutory Fee percentage times the forecasted Base Year Collection Revenue.

Note the above calculation creates a circular relationship because the Rate Adjustment Factor is dependent on the Total Contractor’s Rate Revenue
Requirement (calculated in accordance with Section II.E); Contractor’s Total Rate Revenue Requirement is dependent on the Forecasted Agency Fees; the Forecasted Agency Fees are dependent on the projected Collection Revenue for the Rate Year; and the projected Collection Revenue for the Rate Year are dependent on the Rate Adjustment Factor. Because of this circular relationship, it is necessary to use a computer which can run iterative calculations to resolve this circular reference and yield accurate calculations for each of the interdependent elements described in this Section.

E. Total Forecasted Revenue Requirement. Contractor’s Total Forecasted Revenue Requirement shall consist of the sum of the following items:

1. Forecasted Allowable Cost of Operations (determined in accordance with Section III.B.3 above); plus

2. Calculated Allowable Profit (determined in Section III.C above); plus

3. Pass-Through Costs (determined in Section III.D above)

F. Total Forecasted Revenue. Contractor’s Forecasted Total Current Revenue is the sum of the following:

1. Forecasted Collection Revenue at Existing Rates. Current Collection Revenue shall be based on the most recently concluded Rate Year multiplied by the most recently applied Rate Adjustment Factor, plus

2. Other Revenue. Revenue from the sale of Recyclables and other Franchised Materials shall be based on the most recently concluded calendar year amounts as determined by Contractor’s auditor and presented in the audited financial statements.

G. Revenue (Shortfall/Excess). Revenue (shortfall/excess) shall be as follows: Total Forecasted Revenue (Section III.F) minus Total Forecasted Revenue Requirement (Section III.E).

H. Rate Adjustment Factor. The Rate Adjustment Factor shall be calculated as follows:

1. The calculation in Section III.G will yield either a negative Shortfall (requiring a Rate increase) or a positive Excess (requiring a Rate decrease).
2. The Rate Adjustment Factor is calculated by dividing the Shortfall or Excess by Forecasted Collection Revenue at Existing Rates (Section II.F.1) and rounding to the nearest hundredth percent.

   a. For example, assume the following: the Forecasted Collection Revenue at Existing Rates is $12,500,000; the Total Forecasted Revenue is $13,000,000; and the Forecasted Contractor’s Total Revenue Requirement is $13,500,000. The Rate Adjustment Factor would be calculated as follows: $13,000,000 minus $13,500,000 equals negative $500,000 Revenue Shortfall divided by $13,000,000, equals a 3.85% Rate Adjustment Factor (Rate increase).

I. **Adjustment of Rates.** Each Rate approved for the Current Rate Year shall be multiplied by one (1) plus the Rate Adjustment Factor to calculate the effective Rate for the next Rate Year. For example, if a Rate in the Current Rate Year was $5.00 and the Rate Adjustment Factor is 3.85%, the effective Rate for the next Rate Year will be $5.19.

IV. **CALCULATION OF INDEXED RATE ADJUSTMENT**

The Indexed Year Rate Adjustment shall be calculated as follows:

   **A. Rate Adjustment Factor.** The Rate Adjustment Factor shall be equal to the percentage change in the CPI Index from the CPI Index value for February of the Prior Rate Year to the CPI Index value for February of the Current Rate Year, rounded to the nearest hundredth of a percent. For example, if the CPI Index value for February of the Prior Rate Year is 100 and the CPI Index value for February of the Current Rate Year is 110, the Rate Adjustment Factor would be 0.1 or 10%.

   **B. Adjustment of Rates.** Each Rate approved for the Current Rate Year shall be multiplied by one (1) plus the Rate Adjustment Factor to calculate the effective Rate for the next Rate Year. For example, if the Rate Adjustment Factor is 0.1 the Rates established in the Current Rate Year will be multiplied by 1.1. If the Rate established in the Current Rate Year is $2.00, the new Rate for the next Rate Year will be $2.20.

V. **EXTRAORDINARY RATE ADJUSTMENTS**

In the case of an extraordinary Rate adjustment as described in Section 9.3 of the Agreement, such adjustment shall be calculated using the Base Year Methodology set forth in Section III of
this Attachment E. An extraordinary Rate adjustment shall be applied for or initiated prior to May 1 and the adjusted Rates thereunder, if any, shall be effective July 1 of the same year.
VI. BASE YEAR RATE REVENUE REQUIREMENT CALCULATION EXAMPLE AND ASSUMED EXPENSES

<table>
<thead>
<tr>
<th>Forecasted Annual Allowable Cost of Operations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Wage Expense</td>
<td>$4,692,071</td>
</tr>
<tr>
<td>Benefits Expense</td>
<td>1,306,375</td>
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<tr>
<td>Maintenance and Other Operating Expense</td>
<td>984,000</td>
</tr>
<tr>
<td>Depreciation Expense</td>
<td>1,369,049</td>
</tr>
<tr>
<td>Fuel and Oil Expense</td>
<td>654,147</td>
</tr>
<tr>
<td>General and Administrative Expense</td>
<td>945,505</td>
</tr>
<tr>
<td><strong>Total Forecasted Annual Allowable Cost of Operations</strong></td>
<td>$9,951,507</td>
</tr>
<tr>
<td>Calculated Allowable Profit</td>
<td>$1,421,644</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Forecasted Pass-Through Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposal and Processing Expense – Approved Disposal Facility</td>
<td>$2,840,784</td>
</tr>
<tr>
<td>Disposal and Processing Expense – Third Party</td>
<td>100,031</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>117,276</td>
</tr>
<tr>
<td>Agency Fees</td>
<td>444,084</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>370,070</td>
</tr>
<tr>
<td><strong>Total Forecasted Revenue Requirement</strong></td>
<td>$15,245,396</td>
</tr>
<tr>
<td>Forecasted Collection Revenue at Existing Rates</td>
<td>$12,619,597</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>442,329</td>
</tr>
<tr>
<td><strong>Total Forecasted Revenue</strong></td>
<td>$13,061,926</td>
</tr>
<tr>
<td>Revenue (Shortfall)/Excess</td>
<td>($2,183,470)</td>
</tr>
<tr>
<td>Rate Adjustment Factor</td>
<td>17.30%</td>
</tr>
<tr>
<td>Collection Revenue after Rate Adjustment</td>
<td>$14,802,787</td>
</tr>
</tbody>
</table>
ATTACHMENT F
APPROVED RATES
As set forth in this Attachment, Contractor shall submit reports to the Agency and Members in an agreed upon format that provides information that can be used to, among other things:

1. Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under AB 939, AB 341, AB 1826, SB 1383 and other Applicable Law.
2. Evaluate past and expected progress towards achieving Diversion goals and objectives.
3. Determine needs for adjustment to programs.
4. Evaluate Customer service and complaints as applicable.

Quarterly Report Content
Quarterly reports shall be presented by Contractor to show the following information for each month in the reported quarter and include a quarterly total. In addition, each quarterly report shall show the past four (4) quarters average for data comparison (the first three (3) quarters of the Agreement shall only include the available quarterly information). Quarterly reports shall also contain other information reasonably requested in writing by the Agency’s Designated Representative.

1. Tonnage Report
   • Tonnage delivered to the Approved Disposal Facility and the Approved Recycling Facility by type (e.g., Solid Waste, Recyclable Materials, Organic Materials, and Construction and Demolition Debris), subtotaling and clearly identifying those Tons that are Disposed and those that are Diverted, inclusive of any Abandoned Waste.
   • Units of Used Oil, E-Waste, U-Waste, and Bulky Items Collected by Customer Type.
   • Recyclable Materials Tonnage Marketed (by commodity and including average commodity value for each) and Processing Residue Tonnage Disposed.
   • Organic Materials Tonnage Marketed and Processing Residue Tonnage Disposed.

2. Customer Report
   • Number of Customers by Customer Type.
   • Number of Containers at each Service Level by Customer Type and program. Summarizing the total gallons of Cart service, cubic yards of Bin service, and pulls
and cubic yards or Tons of Compactor service by Customer Type. Report should calculate the average volume of service received per Customer if such data is available.

- Number of Bulky Item Collection events by Customer Type. Participation percentage by program and Customer Type where the participation percentage is calculated as the number of Customers who have subscribed to or requested service under the program relative to the number of Customers of that Customer Type subscribing to Solid Waste service. Contractor shall not be required to submit participant Customer names and addresses as part of the regular reporting; however, such information shall be provided to the Agency Contract Manager upon request.
- Number, address, and service type of Customers that have cancelled and not reactivated service as of the date of the report.

3. Member Report
- Member facility Diversion rate report (i.e. volume of service by Service Type received by each Member Facility and the percentage of the total Service Levels that are for Diversion services relative to the total).
- Summary report on the programs offered to Members as described in Attachments B4-B6 focused on when each service was provided, and any issues/concerns identified.
- Summary report on free compost donated, and results of e-waste and shred events.
- Summary report on any community clean-up events.
- Summary report on Abandoned Waste trouble spots where the Contractor repeatedly observes litter.
- Summary report on Public Container trouble spots where the Contractor repeatedly observes litter.

- Number of Customer calls listed separately by complaints and inquiries (where inquiries include requests for Recycling information, Rate information, etc.). For complaints, list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims, etc.).
- Number of new service requests for each Customer Type and program.
- Number of events of Discarded Materials being tagged for non-Collection summarized by the reason for tagging (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set out, Hazardous Waste, etc.).
- Number of Customers utilizing electronic billing.

5. Education and Outreach Report
- Provide a status report of Contractor’s actual activities completed compared to the public education plan. For each completed item, document the results including
what date the activity was performed, how many Customers were targeted or participated, and what methods were used to accomplish the task, if different from the plan. The status report shall detail all public education and outreach activities associated with compliance with AB 341, AB 1826 and other related laws and regulations.

- Summarize the Recycling assessments provided to Customers (reporting Multi-Family separate from Commercial) by identifying the number of Recycling assessments conducted each month in the most-recently completed quarter, and contact information including address, contact names, telephone number of Persons contacted, number of units (for Multi-Family), and the Solid Waste and Recyclable Materials Service Level for each complex. Include any Service Level changes resulting from such visits. Include copies of the completed Commercial Recycling Assessment Program reports.

- Dates, times, and group names of meetings and events attended.

6. Pilot and New Programs Report
For each pilot and/or new program as applicable, provide activity related and narrative reports on goals, milestones, and accomplishments. Describe problems encountered, actions taken and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.

7. Revenue Report
Provide a statement detailing Gross Receipts from all operations conducted or permitted pursuant to this Agreement.

8. Audited Financial Statements
Provide audited financial statements in the next report after completion.

9. Actual Operating Ratio and Operating Ratio.
Provide the current Actual Operating Ratio and the percentage difference from the Operating Ratio in the next report after calculation.

Annual Report Content
The annual report shall be the fourth quarterly report plus the following additional information. The annual report shall also contain other information reasonably requested in writing by the Agency’s Designated Representative.

1. Summary Assessment
Provide a summary assessment of the programs performed under this Agreement from Contractor's perspective relative to the financial and physical status of the program. The physical status assessment shall reflect how well the program is operating in terms of efficiency, economy, and effectiveness in meeting all the goals and objectives of this Agreement, particularly the Contractor’s Diversion goals. Provide recommendations
and plans to improve. Highlight significant accomplishments and problems. Results shall be compared to other similar size communities served by the Contractor in the State.

2. Operational Information

a) Vehicle Inventory. Provide a listing of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage at December 31.

b) Cart Inventory. Provide a listing of all Containers (carts and bins) in service including year placed into service.

c) Collection Route Maps. Updated Collection Route maps. The Agency or a Member may also request, but is not requiring annual submittal of, other operational information such as routes by customer type, personnel details and productivity statistics.

3. Recyclables Markets

Contractor shall include a listing of markets for Recyclable Materials and the end use of these materials. This type of information is intended to help the Agency gauge the sustainability of Recycling markets and the ultimate Disposal of all types of materials Collected.

4. Financial Information

Affiliates and Subcontractors. As part of the annual reporting requirement, Contractor shall provide the Agency a general description of the nature of each transaction with a Subcontractor or Affiliate, or type of transaction (if many similar transactions exist), as applicable. Such description shall include for each (or similar) transaction, amounts, specific Subcontractor or Affiliate, basis of amount (how amount was determined), description of the allocation methodology used to allocate any common costs, and profit amount.
ATTACHMENT G
PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES
The Agency wishes to establish standards of performance under the Agreement in each of the four (4) “Performance Areas” listed below. The Agency’s Designated Representative may monitor Contractor’s performance in each of those areas listed below relative to the “Specific Performance Measures” within that performance area. In the event that the Agency’s Designated Representative determines that Contractor has failed to meet the performance standard established for any “Specific Performance Measure”, the Agency may assess Liquidated Damages pursuant to and in accordance with Section 11.6 of the Agreement. Liquidated Damages, if assessed, shall only be assessed for the number of events, days, or other measure in excess of the acceptable performance level.

Defined Terms
Certain terms that are specific to this Exhibit are defined below:

“Complaint” shall mean each written or orally communicated statement made by any Person, whether to the Agency, a Member, or Contractor, alleging: (1) non-performance, or deficiencies in Contractor’s performance, of its duties under this Agreement; or (2) a violation by Contractor of this Agreement.

“Event” shall mean each occurrence of the required Specific Performance Measure that exceeds the Acceptable Performance Standard, as provided in the chart below.

“Service Opportunity” shall mean each individual scheduled opportunity the Contractor has to Collect from a Container at a Customer’s location. For example, a Multi-Family or Commercial Customer receiving Solid Waste Collection service three (3) times per week from two (2) Containers and Recyclable Materials Collection service two (2) times per week from two (2) Containers would have a total of ten (10) Service Opportunities each week. Service Opportunities shall be calculated based on the subscription levels presented in Contractor’s most recent Quarterly Report to the Agency and Members.

“Total Service Opportunities” shall mean the sum of all Service Opportunities in each time period.
<table>
<thead>
<tr>
<th>Specific Performance Measure</th>
<th>Definition</th>
<th>Acceptable Performance Level</th>
<th>Tracking Method</th>
<th>Liquidated Damage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Missed Collections</td>
<td>Each Service Opportunity where Contractor fails to Collect a Container from a Customer who properly placed said Container for Collection.</td>
<td>Less than ten (10) per one thousand (1,000) Service Opportunities</td>
<td>Contractor shall document from its customer service system listing the total complaints coded as missed pick-up. Submit electronic report annually.</td>
<td>$50/Event</td>
</tr>
<tr>
<td>Failure to Correct Missed Collections</td>
<td>Each “Missed Collection” as defined above which is not Collected by the end of the Business Day following the receipt of the Customer complaint about the Missed Collection.</td>
<td>Less than one (1) per one hundred (100) Missed Collections</td>
<td>Contractor shall document missed pick-up complaint reports listing for each Member each complaint, the date of the complaint, the resolution date; and any other information requested by the Agency or Members. Submit electronic report annually.</td>
<td>$50/Event</td>
</tr>
<tr>
<td>Failure to Clean-Up Spillage</td>
<td>Each failure by Contractor to clean up: (1) any items or materials spilled during the Collection of a Container; or, (2) any fluids spilled or leaked from a Container or Collection vehicle prior to leaving the Collection location.</td>
<td>Less than five (5) per one thousand (1,000) Service Opportunities</td>
<td>See above</td>
<td>$100/Event</td>
</tr>
<tr>
<td>Damage to Property</td>
<td>Each event of damage to either public or private property because of Collection activity, including without limitation curbs, sidewalks, landscapes, Container enclosures and gates, signs, light fixtures, and overhead wires and cables.</td>
<td>Less than two (2) per one thousand (1,000) Service Opportunities</td>
<td>See above</td>
<td>$250/Event</td>
</tr>
<tr>
<td>Excessive Noise or Discourteous Behavior</td>
<td>Each Complaint received that is related to either noise during Collection activity or the behavior of Contractor’s employees.</td>
<td>Less than five (5) per one thousand (1,000) Service Opportunities</td>
<td>See above</td>
<td>$250/Event</td>
</tr>
</tbody>
</table>
### Performance Area: Customer Service and Public Education and Outreach

<table>
<thead>
<tr>
<th>Specific Performance Measure</th>
<th>Definition</th>
<th>Acceptable Performance Level</th>
<th>Tracking Method</th>
<th>Liquidated Damage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure to Commence Service</td>
<td>Any failure by Contractor to deliver a Container and begin providing Collection to a Customer, at the level of service requested by said Customer, within seven (7) calendar days of receiving such request. This may include a new Customer receiving new service or an existing Customer requesting a change in or addition to existing service levels. This may also include delivering Used Oil Recovery Kits to Customers upon request.</td>
<td>Less than one (1) per 100 Service Requests</td>
<td>Contractor shall document on a quarterly basis from its customer service system listing the total number of complaints coded for each category. Submit electronic report annually.</td>
<td>$50/Event</td>
</tr>
<tr>
<td>Failure to Replace Container</td>
<td>Any failure by Contractor to replace or repair a damaged or defaced Container within seven (7) calendar days of receiving such a request from a Customer.</td>
<td>No acceptable failure level</td>
<td>See above</td>
<td>$50/Event</td>
</tr>
<tr>
<td>Failure to Resolve Complaint</td>
<td>Any failure by Contractor to resolve or remedy a Complaint within seven (7) calendar days of receiving such Complaint.</td>
<td>Less than one (1) per 100 Complaints</td>
<td>See above</td>
<td>$100/Event</td>
</tr>
<tr>
<td>Unauthorized Hours of Operation</td>
<td>Each occurrence of Contractor Collecting from Customers during unauthorized hours.</td>
<td>Less than two (2) per 1,000 Service Opportunities</td>
<td>See above</td>
<td>$50/Event</td>
</tr>
</tbody>
</table>
**Inaccurate Billing**
Each Complaint received where the Contractor billed a Customer in error. Inaccurate billing may include either over or under-charging of the Customer relative to the approved Rates for services.

| Less than five (5) per one thousand (1,000) bills issued. | See above | $100/Event |

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**Performance Area: Facilities**
Performance Indicator: Contractor’s performance relative to facilities shall be considered acceptable when one hundred percent (100%) of all material types Collected by Contractor shall be delivered to the Approved Disposal Facility or the Approved Recycling Facility as required under Article 5 of this Agreement. If Contractor fails to meet this level of performance, the Agency may assess liquidated damages for the specific performance measures identified in the following table.

<table>
<thead>
<tr>
<th>Specific Performance Measure</th>
<th>Definition</th>
<th>Acceptable Performance Level</th>
<th>Tracking Method</th>
<th>Liquidated Damage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposal of Targeted Diversion</td>
<td>Each individual occurrence of delivering Recyclable Materials, Organic Materials, or Reusable Materials set out for Collection by the Customer for Disposal rather than Processing without the written consent of the Agency’s Designated Representative.</td>
<td>No acceptable failure level</td>
<td>Tonnage reports</td>
<td>$500/Ton</td>
</tr>
<tr>
<td>Mixing Materials During Collection</td>
<td>Each individual Container that is Collected by Contractor in a vehicle intended or designated for Collecting a different material type (e.g. Recyclable Materials Collected in Solid Waste vehicle, Solid Waste Collected in Organic Materials vehicle, etc.) without the written consent of the Agency’s Designated Representative</td>
<td>No acceptable failure level</td>
<td>Tonnage reports, observation, complaints</td>
<td>$100/Container</td>
</tr>
</tbody>
</table>
**Performance Area: Reporting**

Performance Indicator: Contractor’s reporting shall be considered acceptable if Reports required under Exhibit D and record requests allowed under Article 7 to this Agreement are received, complete, and accurate within seven (7) calendar days after the date due or requested. If Contractor fails to meet this level of performance, RA Members may assess liquidated damages for the specific performance measures identified in the following table.

<table>
<thead>
<tr>
<th>Specific Performance Measure</th>
<th>Definition</th>
<th>Acceptable Performance Level</th>
<th>Liquidated Damage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Late Report</td>
<td>Each occurrence of a Report, as required under Attachment D to this Agreement, being submitted after the due date. Reports shall be considered late until they are submitted in a complete and accurate format.</td>
<td>Less than seven (7) calendar days after reporting due date</td>
<td>$250/Day</td>
</tr>
<tr>
<td>Late Report</td>
<td>Each occurrence of a Report, as required under Attachment D to this Agreement, being submitted after the due date. Reports shall be considered late until they are submitted in a complete and accurate format.</td>
<td>More than seven (7) calendar days after reporting due date or more than two (2) late reports in any twelve (12) month period</td>
<td>$1,000/Day</td>
</tr>
<tr>
<td>Misleading/Inaccurate Reporting</td>
<td>Each occurrence of Contractor providing misleading or otherwise inaccurate information or reporting to the Agency or Members under or regarding this Agreement.</td>
<td>No acceptable failure level</td>
<td>$500/Event</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>---------------------------</td>
<td>----------</td>
</tr>
</tbody>
</table>

By signing at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made.

Contractor
Sign: Chrsdy Pestoni
By: Chrsdy Pestoni
Its: Chief Operating Officer

Agency
Sign: [Signature]
By: [Signature]
Its: Agency Manager
ATTACHMENT H
CORPORATE SECRETARY'S CERTIFICATE
The undersigned hereby certifies that he/she is the Corporate Secretary of Upper Valley Disposal Service, a California corporation (the “Corporation”), that he/she is authorized to execute and deliver this Corporate Secretary’s Certificate in the name of and on behalf of the Corporation, that the following resolutions have been duly adopted by the unanimous written consent of the duly elected Board of Directors of the Corporation, and that such resolutions have not been amended, modified or rescinded and are in full force and effect as of the date hereof:

“RESOLVED, that the execution, delivery and performance by the Corporation of the Franchise Agreement between the Upper Valley Waste Management Agency (the “Agency”) and Upper Valley Disposal Service for Collection, Processing and Transportation of Solid Waste, Recyclable Materials, Construction and Demolition Debris, and Organic Materials, dated as of October 19, 2020 (the “Franchise Agreement”), be, and it hereby is, ratified, confirmed and approved;

“RESOLVED, that Christy Pestoni or any other officer of the Corporation be, and each of them hereby is, authorized and directed, in the name and on behalf of the Corporation, to execute and deliver the Franchise Agreement in substantially the form presented to the Board, the execution thereof by such officer to be conclusive evidence of such approval.”

Executed this 23rd day of October, 2020.

[Signature]
Christy Pestoni
Corporate Secretary
ATTACHMENT I
SB 1383 RULES AND REGULATIONS
Short-lived Climate Pollutants (SLCP): Organic Waste Reductions

Proposed Regulation Text

The following denotes proposed text:

Strikethrough = deletions of existing text
Underline = additions to existing text
Section 17402. Definitions.

(a) For the purposes of these articles:

(0.5) "Consolidation Sites" means facilities or operations that receive solid waste for the purpose of storing the waste prior to transfer directly from one container to another or from one vehicle to another for transport and which do not conduct processing activities. Consolidation activities include, but are not limited to, limited volume transfer operations, sealed container transfer operations, and direct transfer facilities.

(1) "Contact Water" means water that has come in contact with waste and may include leachate.

(1.5) "Contamination" or "Contaminants" has the same meaning as "prohibited container contaminants" as defined in Section 18982(a)(55).

(2) "Covered Container" means a container that is covered to prevent the migration of litter from the container, excessive infiltration of precipitation, odor and leachate production, and to prevent access by animals and people; thereby controlling litter, scavenging, and illegal dumping of prohibited wastes. Covers may include, but are not limited to, tarpaulins or similar materials.

(3) "Direct Transfer Facility" means a transfer facility that receives equal to or more than 60 cubic yards or 15 tons (whichever is greater) of solid waste per operating day but less than 150 tons of solid waste and meets all of the following requirements:

(A) is located on the premises of a duly licensed solid waste hauling operator;

(B) only handles solid waste that has been placed within covered containers or vehicles prior to entering the facility and that is transported in vehicles owned or leased by that same operator;

(C) the facility does not handle, separate, or otherwise process the solid waste;

(D) no waste is stored at the facility for more than any 8-hour period;

(E) solid waste is transferred only once and directly from one covered container or vehicle to another covered container or vehicle so that the waste is never put on the ground or outside the confines of a container or vehicle, before, during, or after transfer. Direct transfer would not include top loading trailers where the solid waste actually leaves the confines of the collection vehicle and is suspended in air before falling into a transfer vehicle;

(F) all of the contents of the original transferring container or vehicle must be emptied during a single transfer; and

(G) any waste that may unintentionally fall outside of the containers or vehicles, is promptly cleaned up and replaced within the container or vehicle to which it was being transferred.

(4) "DTSC" means Department of Toxic Substances Control.

(5) "EA" means enforcement agency as defined in PRC section 40130.
(6) "Emergency Transfer/Processing Operation" means an operation that is established because there has been a proclamation of a state of emergency or local emergency, as provided in Title 14, Division 7, Chapter 3, Article 3, sections 17210.1 (j) and (k) and which meets all of the following requirements:
(A) the operation handles only disaster debris and other wastes, in accordance with section 17210.1(d), during the disaster debris recovery phase; and
(B) the location does not currently have a solid waste facility permit;
(C) if the operation accepts, processes, or stores hazardous or household hazardous waste, then these activities must be in compliance with DTSC standards or standards of other appropriate authorities or agencies.

(6.5) "Gray Container Waste" or "Gray Container Collection Stream" means solid waste that is collected in a gray container that is part of a three-container organic waste collection service that prohibits the placement of organic waste in the gray container as specified in Section 18984.1(a) and (b).

(7) "Hazardous Wastes" means any waste which meets the definitions set forth in Title 22, Section 66261.3, et seq. and is required to be managed.

(7.5) "Incompatible Material" or "Incompatibles," means human-made inert material, including, but not limited to, glass, metal, plastic, and also includes organic waste for which the receiving end-user, facility, operation, property, or activity is not designed, permitted, or authorized to perform organic waste recovery activities as defined in Section 18983.1(b) of Article 2, Chapter 12.

(8) "Large Volume Transfer/Processing Facility" means a facility that receives 100 tons or more of solid waste per operating day for the purpose of storing, handling or processing the waste prior to transferring the waste to another solid waste operation or facility.
(A) In determining the tonnage of solid waste received by the facility, the following materials shall not be included: materials received by a recycling center located within the facility, and by beverage container recycling programs in accordance with Public Resources Code sections 14511.7, 14518, or 14520, if the recycling activities are separated from the solid waste handling activities by a defined physical barrier or where the activities are otherwise separated in a manner approved by the EA.
(B) If the facility does not weigh the solid waste received, then the tonnage shall be determined by using a volumetric conversion factor where one cubic yard is equal to 500 pounds. The EA shall approve an alternate conversion factor if the operator demonstrates that it is more accurate than the required conversion factor.

(9) "Limited Volume Transfer Operation" means an operation that receives less than 60 cubic yards, or 15 tons of solid waste per operating day for the purpose of storing the waste prior to transferring the waste to another solid waste operation or facility and which does not conduct processing activities, but may conduct limited salvaging activities and volume reduction by the operator.
(A) In determining the tonnage of solid waste received by the operation, the following materials shall not be included: materials received by a recycling center located within the operation, and by beverage container recycling programs in accordance with Public Resources Code sections 14511.7, 14518, or 14520, if the recycling activities are separated from the solid waste handling activities by a...
defined physical barrier or where the activities are otherwise separated in a  
manner approved by the EA.

(B) If the operation does not weigh the solid waste received, then the tonnage  
shall be determined by using a volumetric conversion factor where one cubic yard  
is equal to 500 pounds. The EA shall approve an alternate conversion factor if the  
operator demonstrates that it is more accurate than the required conversion factor.

(10) "Litter" means all solid waste which has been improperly discarded or which has  
migrated by wind or equipment away from the operations area. Litter includes, but is  
not limited to, convenience food, beverage, and other product packages or  
containers constructed of steel, aluminum, glass, paper, plastic, and other natural  
and synthetic materials, thrown or deposited on the lands and waters of the state.

(11) "Medium Volume Transfer/Processing Facility" means a facility that receives  
equal to or more than 60 cubic yards or 15 tons (whichever is greater) of solid waste  
per operating day but less than 100 tons of solid waste, for the purpose of storing or  
handling the waste prior to transferring the waste to another solid waste operation or  
facility; or a facility that receives any amount of solid waste, up to 100 tons per  
operating day, for the purpose of processing solid waste prior to transferring the  
廾aste to another solid waste operation or facility.

(A) In determining the tonnage of solid waste received by the facility, the following  
materials shall not be included: materials received by a recycling center located  
within the facility, and by beverage container recycling programs in accordance  
with Public Resources Code sections 14511.7, 14518, or 14520, if the recycling  
activities are separated from the solid waste handling activities by a defined  
physical barrier or where the activities are otherwise separated in a manner  
approved by the EA.

(B) If the facility does not weigh the solid waste received, then the tonnage shall  
be determined by using a volumetric conversion factor where one cubic yard is  
equal to 500 pounds. The EA shall approve an alternate conversion factor if the  
operator demonstrates that it is more accurate than the required conversion factor.

(11.5) "Mixed Waste Organic Collection Stream" means organic waste collected in a  
container that is required by Section 18984.1, 18984.2, or 18984.3 to be transported  
to a high diversion organic waste processing facility.

(12) "Nuisance" includes anything which:

(A) is injurious to human health or is indecent or offensive to the senses and  
interferes with the comfortable enjoyment of life or property, and  

(B) affects at the same time an entire community, neighborhood or any  
considerable number of persons. The extent of annoyance or damage inflicted  
upon an individual may be unequal.

(13) "On-site" means located within the boundary of the operation or facility.

(14) "Open burning" means the combustion of solid waste without:

(A) control of combustion air to maintain adequate temperature for efficient  
combustion,

(B) containment of the combustion reaction in an enclosed device to provide  
sufficient residence time and mixing for complete combustion, and

(C) control of the emission of the combustion products.
(15) "Operating day" means the hours of operation as set forth in the application, Enforcement Agency Notification and/or permit not exceeding 24 hours.

(16) "Operating Record" means an easily accessible collection of records of an operation's or facility's activities and compliance with required state minimum standards under Title 14. The Record may include the Facility Plan or Transfer/Processing Report for facilities, and shall contain but is not limited to containing: agency approvals, tonnage and loadchecking records, facility contacts and training history. The record may be reviewed by state and local authorities and shall be available during normal business hours. If records are too voluminous to place in the main operating record or if the integrity of the records could be compromised by on-site storage, such as exposure to weather, they may be maintained at an alternative site, as long as that site is easily accessible to the EA.

(17) "Operations Area" means:
   (A) the following areas within the boundary of an operation or facility as described in the permit application or Enforcement Agency Notification:
      (i) equipment management area, including cleaning, maintenance, and storage areas; and
      (ii) material and/or solid waste management area, including unloading, handling, transfer, processing, and storage areas.
   (B) the boundary of the operations area is the same as the permitted boundary but may or may not be the same as the property boundary.

(18) "Operator" means the owner, or other person who through a lease, franchise agreement or other arrangement with the owner, that is listed in the permit application or Enforcement Agency Notification, is legally responsible for all of the following:
   (A) complying with regulatory requirements set forth in these Articles;
   (B) complying with all applicable federal, state and local requirements;
   (C) the design, construction, and physical operation of the operations area;
   (D) controlling the activities at an operation or facility as listed on the permit application or Enforcement Agency Notification.

(18.4) "Organic Waste Recovery Activities," or "Recovery" has the same meaning as defined in Section 18982(a)(49).

(18.5) "Organic Waste" has the same meaning as in Section 18982(a)(46).

(19) "Owner" means the person or persons who own, in whole or in part, an operation or facility, and/or the land on which it is located.

(20) "Processing" means the controlled separation, recovery, volume reduction, conversion, or recycling of solid waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines or volume reduction equipment. Recycling Center is more specifically defined in section 17402.5 (d) of this Article.

(21) "Putrescible Wastes" include wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, vectors, gases or other offensive conditions, and include materials such as, but not limited to food wastes, offal and dead animals. The EA shall determine on a case-by-case basis whether or not a site is handling putrescible wastes.
(22) "Regulated Hazardous Waste" means a hazardous waste, as defined in section 66260.10 of Division 4.5 of Title 22.
(23) "RWQCB" means the Regional Water Quality Control Board.
(23.5) "Remnant Organic Material" means the organic waste that is collected in a gray container that is part of the gray container collection stream.
(23.6) "Reporting Period" has the same meaning as defined in Section 18815.2(a)(49).
(24) "Salvaging" means the controlled separation of solid waste material which do not require further processing, for reuse or recycling prior to transfer activities.
(25) "Scavenging" means the uncontrolled and/or unauthorized removal of solid waste materials.
(26) "Sealed Container Transfer Operation" means a transfer operation that meets the following requirements:
   (A) handles only solid waste that has previously been placed within containers that have either a latched, hard top or other impermeable cover which is closed tightly enough to:
      (1) prevent liquid from infiltrating into or leaking out of the container; and
      (2) prevent the propagation and migration of vectors; and,
      (i) the solid waste remains within the unopened containers at all times while on-site; and,
      (ii) the containers are not stored on-site for more than 96 hours.
   Sealed container transfer operations do not include operations excluded by Public Resources Code section 40200(b)(3).
(26.5) "Secondary Material Processing Facility" or "Operation" means an activity whose primary purpose is to receive and process source separated, or separated for reuse, materials from a permitted transfer/processing facility or a transfer/processing operation governed by an enforcement agency notification, and that does not meet the residual percentage or putrescible waste percentage as set forth in section 17402.5(d). Materials include, but are not limited to, glass, plastics, paper, and cardboard.
   (A) Secondary Material Processing Operations are those activities that:
      1. Are governed by the Enforcement Agency Notification tier requirements as specified in section 17403.3.2; and,
      2. Receive an amount of residual material that is less than 40% by weight as calculated on a monthly basis. Operations that do not meet this residual requirement shall comply with the Registration Permit tier requirements specified in 17403.3.3.
   (B) Secondary Material Processing Facilities are those activities that:
      1. Are governed by the Registration Permit tier requirements as specified in section 17403.3.3; and,
      2. Do not meet the 40% residual material requirement as specified in subdivision (A).
(26.6) "Source Separated Organic Waste" or "Source Separated Organic Waste Collection Stream" means organic waste that is collected in a green container as specified in Sections 18984.1(a)(1) and 18984.2(a)(1), "source separated blue container organic waste," as defined in this Subsection (a)(26.7), organic waste
collected in an additional container as specified in Section 18984.1(a)(6), and organic
waste collected in an "uncontainerized green waste and yard waste collection
service," as defined in Section 18982.
(26.7) "Source Separated Blue Container Organic Waste" means the organic wastes
collected in a blue container that is limited to the collection of those organic wastes
and non-organic recyclables as defined in Section 18982(a)(43).
(27) "Special Waste" includes but is not limited to:
(A) waste requiring special collection, treatment, handling, storage, or transfer
    techniques as defined in Title 22, section 66260.10.
(B) waste tires and appliances requiring CFC removal.
(28) "Spotter" means an employee who conducts activities that include, but are not
    limited to, traffic control, hazardous waste recognition and removal for proper
    handling, storage and transport or disposal, and protection of the public from health
    and/or safety hazards.
(29) "Store" means to stockpile or accumulate for later use.
(30) "Transfer/Processing Facility" or "Facility" includes:
    (A) those activities governed by the Registration Permit tier or Full Solid Waste
        Facility Permit requirements (as specified in sections 17403.6 and 17403.7); and,
        (B) which:
            1. receive, handle, separate, convert or otherwise process materials in solid
               waste; and/or
            2. transfer solid waste directly from one container to another or from one vehicle
               to another for transport; and/or
            3. store solid waste;
    (C) The receipt of separated for reuse material pursuant to Public Resources
        Code, Division 12.1, Chapter 2, sections 14511.7, 14518, or 14520, located within
        a solid waste facility does not constitute solid waste handling, or processing, if
        there is a defined physical barrier to separate recycling activities defined in Public
        Resources Code, Division 12.1, Chapter 2, sections 14511.7, 14518, or 14520,
        from the solid waste activities, or where the recycling and solid waste activities are
        considered by the EA as separate operations.
    (D) "Transfer/Processing Facilities" do not include activities specifically defined in
        section 17402.5(c) of this Article, and operations and facilities that are subject to
        regulations in Chapter 3.1 (commencing with section 17850).
(31) "Transfer/Processing Operation" or "Operation" includes:
    (A) those activities governed by the EA Notification tier requirements; and,
    (B) which:
        1. receive, handle, separate, convert or otherwise process materials in solid
           waste; and/or
        2. transfer solid waste directly from one container to another or from one vehicle
           to another for transport; and/or
        3. store solid waste;
    (C) The receipt of separated for reuse material pursuant to Public Resources
        Code, Division 12.1, Chapter 2, sections 14511.7, 14518, or 14520, located within
        a solid waste operation does not constitute solid waste handling, or processing, if
        there is a defined physical barrier to separate recycling activities defined in Public
Resources Code, Division 12.1, Chapter 2, sections 14511.7, 14518, or 14520, from the solid waste activities, or where the recycling and solid waste activities are considered by the EA as separate operations.

(D) "Transfer/Processing Operations" do not include activities specifically defined in section 17402.5(c) of this Article, and operations and facilities that are subject to regulations in Chapter 3.1 (commencing with section 17850).

(32) "Volume Reduction" means techniques such as: compaction, shredding, and baling.

(33) "Waste Hauling Yard Operation" is an operation that meets the following requirements:

(A) is located on the premises of a duly licensed solid waste hauling operator, who receives, stores, or transfers waste as an activity incidental to the conduct of a refuse collection and disposal business, and;

(B) handles only solid waste that has been placed within a covered container before the container arrives at the waste hauling yard, and;

(C) no more than 90 cubic yards of waste is stored on-site in covered containers at any time, and;

(D) the solid waste remains within the original covered containers while on-site at any times, and;

(E) the covered containers are not stored on-site for more than any 72 hour period;

(F) if the EA has information that the operation does not meet these requirements, the burden of proof shall be on the owner or operator to demonstrate that the requirements are being met.

Note:

Authority cited: Sections 40502, 43020, and 43021 Public Resources Code.


Section 17402.5. Definitions and Related Provisions Regarding Activities That Are Not Subject to the Transfer/Processing Regulatory Requirements.

(a) This section sets forth definitions and related provisions regarding activities that are not subject to the requirements of Articles 6.0, 6.1, 6.2, 6.3 and 6.35 of this Chapter.

(1) Activities that are not in compliance with the applicable definitions and related provisions of this section shall be subject to the requirements of Articles 6.0, 6.1, 6.2, 6.3 and 6.35 of this Chapter.

(2) The definitions and related provisions of this section are for use only to determine the applicability of Articles 6.0, 6.1, 6.2, 6.3 and 6.35 of this Chapter.

(b) The following general definitions may apply to one or more of the activities that are more specifically defined in subdivisions (c) and (d) of this section.

(1) "Residual" means the solid waste destined for disposal, further transfer/processing as defined in section 17402(a)(30) or (31) of this Article, or transformation which remains after processing has taken place and is calculated in percent as the weight of residual divided by the total incoming weight of materials.

(2) "Reuse" means the use, in the same, or similar, form as it was produced, of a material which might otherwise be discarded.
(3) "Separated for Reuse" means materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream for the purpose of return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, and includes materials that have been "source separated".

(4) "Source Separated" means materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

(c) Activities included in one of the following definitions are not subject to the requirements of Articles 6.0, 6.1, 6.2, 6.3 and 6.35 of this Chapter, provided that these activities do not include the acceptance of solid waste which has not been separated for reuse. If an activity defined in this section is accepting solid waste which has not been separated for reuse, it must meet the requirements of subdivision (d) of this section or else it shall be subject to the requirements of Articles 6.0, 6.1, 6.2, 6.3 and 6.35 of this Chapter.

(1) "Auto Dismantler" means a person or business entity engaged in the business of buying, selling, or dealing in vehicles including nonrepairable vehicles, for the purpose of dismantling the vehicles, buying or selling the integral parts and component materials thereof, in whole or in part, or dealing in used motor vehicle parts pursuant to California Vehicle Code, section 220.

(2) "Auto Shredder" or "Metal Shredder" means a person or business entity that accepts scrap metal, typically automobiles and white goods, and mechanically rends that scrap metal into fist sized bits and pieces and separates the ferrous metals, nonferrous metals and other materials for the purpose of recycling.

(3) "Buy Back Center" means a person or business entity engaging in those activities defined in Public Resources Code Sections 14518, or 14520.

(4) "Drop-off Center" means a person or business entity engaging in those activities defined in Public Resources Code Section 14511.7.

(5) "Manufacturer" means a person or business entity that uses new or separated for reuse materials as a raw material in making a finished product that is distinct from those raw materials.

(6) "Regional-Produce Organic Distribution Center" means a distribution center that receives unsold food produce, including packaged food produce (sometimes referred to as "pre-consumer"), back from stores to which it was originally sent by that distribution center or the produce, and which remains the property of the distribution center or stores, for the purpose of data collection, depackaging, and transferring this produce and other food to a compostable material handling operation or facility, in-vessel digestion operation or facility, or to another beneficial use. A regional-produce distribution center would not include a site where produce is processed.

(7) "Rendering Activities" means an activity that is a licensed animal food manufacturing activity, or a rendering activity which is authorized by the California...
Department of Food and Agriculture pursuant to Section 19300 of the Food and Agricultural Code, and in which no solid waste feedstock bypasses the manufacturing or rendering process. "Rendering Plant" means a person or business entity where dead animals or any part or portion thereof, vegetable oils, or packing house refuse, are processed for the purpose of obtaining the hide, skin, grease residue, or any other byproduct whatsoever.

(8) "Reuse Salvage Operation" means a person or business entity which sterilizes, dismantles, rebuilds, or renovates, nonputrescible separated-for-reuse materials, and that recovers for recycling or reuse distinct material types that have not been commingled with other materials before they enter the waste stream. Examples of this activity include, but are not limited to, wire choppers, and dismantlers of furniture and mattresses, and "brown goods" such as computer equipment, VCRs, and televisions.

(9) "Scrap Metal Recyclers and Dealers" means a person or business entity including all employees of the person or business entity, (except automotive recyclers and auto shredders as defined in this section), whose primary business is the purchasing; processing by shredding, shearing, baling, and torching; trading, bartering or otherwise receiving secondhand or castoff metal material which includes ferrous metals, nonferrous metals, aluminum scrap, auto bodies, major appliances and other metals, including containers that are regulated pursuant to Public Resources Code Section 14511.7, 14518 or 14520.

(10) "Wire Chopper" means a person or business entity which uses source separated metal components or wire for the purpose of recycling or reuse.

(11) "Wood, Paper or Wood Product Manufacturer" means a person or business entity that uses separated for reuse paper or woody materials in order to produce a finished product able to be used as is, or to manufacture another product such as, boxes or boards, without further processing.

(d) A "Recycling Center" means a person or business entity that meets the requirements of this subdivision. A recycling center shall not be subject to the requirements of Articles 6.0, 6.1, 6.2, 6.3 and 6.35 of this Chapter.

(1) A recycling center shall only receive material that has been separated for reuse prior to receipt.

(2) The residual amount of solid waste in the separated for reuse material shall be less than 10% of the amount of separated for reuse material received by weight.

(A) The residual amount is calculated by measuring the outgoing tonnage after separated for reuse materials have been removed.

(B) The residual amount is calculated on a monthly basis based on the number of operating days.

(3) The amount of putrescible wastes in the separated for reuse material shall be less than 1% of the amount of separated for reuse material received by weight, and the putrescible wastes in the separated for reuse material shall not cause a nuisance, as determined by the EA.

(A) The amount of putrescible wastes is calculated in percent as the weight of putrescible wastes divided by the total incoming weight of separated for reuse material.
(B) The amount of putrescible wastes is calculated on a monthly basis based on the number of operating days.

(4) The only separation that may occur at the recycling center is the sorting of materials that have been separated for reuse prior to receipt.

(5) The recycling center may include an adjustment in the calculation to include the weight of water in the residual, when the use of water is essential to the sorting or processing of the material, provided that such an adjustment is also made in the weight of materials received for processing.

(6) The following materials shall not be included in calculating residual as set forth in subdivision (d)(2) of this section, if the recycling activities are separated from the material handling activities noted below by a defined physical barrier or where the activities are otherwise separated in a manner that the EA determines will keep the materials from being commingled:

(A) materials received at an on-site Buy Back Center;

(B) materials received at an on-site Drop-off Center;

(C) cannery waste;

(D) construction and demolition materials;

(E) nonhazardous contaminated soil;

(F) grease-trap pumpings;

(G) nonhazardous asbestos;

(H) nonhazardous ash;

(I) compost and compost feedstock;

(J) sewage sludge;

(K) tires.

(7) If the EA has information that material that is being received is not separated for reuse or source separated, that the residual is 10% or more of the total per month, or that the amount of putrescible wastes is 1% or more of the total per month, the burden of proof shall be on the owner or operator to demonstrate otherwise.

(A) A business that accepts loads of material that are not separated for reuse or source separated does not qualify as a recycling center.

(B) If the EA has reason to believe that a business is accepting material that is not separated for reuse or source separated due to averaging or combining of those loads with other loads of separated for reuse material, the burden of proof will be on the business to demonstrate that it is not accepting loads of mixed solid waste.

(C) If the EA has reason to believe that a business is accepting material that is not separated for reuse or source separated due to the separation of portions of the material at consecutive sites, each of which removes less than 10% residual, the burden of proof will be on the business to demonstrate that it is not accepting loads of mixed solid waste.

(D) If the EA determines that a business has exhibited a pattern and practice of failing to comply with the provisions of this subsection, the EA may issue a Notice and Order requiring the business to obtain a Registration Permit or Full Permit or comply with the Enforcement Agency Notification requirements as made applicable in sections 17403 through 17403.7 of this Article.

(E) At the time that the EA requires a recycling center to provide evidence that it is in compliance with this subdivision, the EA shall provide the recycling center with a
written description of the information that has caused the EA to believe that the
cycling center is not in compliance. Nothing in this requirement is intended to
require the EA to identify the name or other identifying information regarding any
individual(s) who have complained about the recycling center.
(F) Nothing in this section precludes the enforcement agency or the board from the
following: inspecting a business to verify that it is conducted in a manner that
meets the provisions of this subsection; or, from taking any appropriate
enforcement action, including the use of a Notice and Order as provided in Section
18304.
(8) Operations which do not meet the 10% residual percentage in subdivision (d)(2)
of this section but which qualify as a Limited Volume Transfer Operation, shall
comply with the requirements of section 17403.3 within one month of March 5, 1999.
(9) recycling center operators may voluntarily report their residual percentage to the
EA and the CalRecycle using form CIWMB 607 (located in Appendix A).
(10) If the EA determines that a person or business entity purporting to operate a
recycling center is not in compliance with this subsection and issues an enforcement
order, that person or business entity may appeal that order in accordance with Public
Resources Code section 44307.
(e) If a Chipping and Grinding Operation or Facility, as defined in section 17852(a)(10)
of this Division, handles material that fails to meet the definition of green material due to
contamination as set forth in section 17852(a)(21) of this Division, the operation or
facility shall not be considered to be a recycling center as set forth in subsections (c) or
(d) of section 17402.5

Note:
Authority cited: Sections 40502, 43020, and 43021, Public Resources Code.
Reference: Sections 40053, 42652.5, 43020 and 43021, Public Resources Code and
Section 39730.6, Health and Safety Code.

Section 17403.0. Regulatory Tiers Requirements for Transfer/Processing
Operations and Facilities.
Sections 17403.1 through 17403.7 set forth the regulatory tier requirements (Title 14,
Division 7, Chapter 5.0, Article 3.0, commencing with section 18100 or Title 27, Division
2, Subdivision 1, Chapter 4, Subchapter 3, Articles 2, 3 and 3.1 of the California Code of
Regulations (commencing with section 21570) that apply to specified types of
transfer/processing operations and facilities. These requirements are summarized in
Table 1.

Note:
Authority cited: Sections 40502, 43020, and 43021, Public Resources Code.
Reference: Sections 40053, 42652.5, 43020 and 43021, Public Resources Code and
Section 39730.6, Health and Safety Code.
<table>
<thead>
<tr>
<th>Not Subject to Articles 6.0, 6.1, 6.2, 6.3 and 6.35</th>
<th>Excluded Tier</th>
<th>Enforcement Agency Notification Tier</th>
<th>Registration Permit Tier</th>
<th>Full Solid Waste Facility Permit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auto Dismantler Section 17402.5(c)(1)</td>
<td>Locations where &lt;15 cubic yards of combined container volume is provided to serve as multi-residence receptacles for residential refuse at the place of generation. Section 17403.1(a)(1)</td>
<td>Emergency Transfer/Processing Operations Section 17403.5</td>
<td>Medium Volume Transfer/Processing Facility Section 17403.6</td>
<td>Large Volume Transfer/Processing Facility Section 17403.7</td>
</tr>
<tr>
<td>Auto Shredder Operations Section 17402.5(c)(2)</td>
<td>Locations where &lt;15 cubic yards of combined container volume is handled for recycling. Section 17403.1(a)(2)</td>
<td>Secondary Material Processing Operations Section 17403.3.2</td>
<td>Direct Transfer Facility Section 17403.4</td>
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<tr>
<td>Buy Back Centers Section 17402.5(c)(3)</td>
<td>Storage receptacle at the place of generation for waste from multi-residential buildings or for commercial solid wastes. Section 17403.1(a)(3)</td>
<td>Sealed Container Transfer Operations Section 17403.2</td>
<td>Secondary Material Processing Facility Section 17403.3.3</td>
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<tr>
<td>Drop-off Centers Section 17402.5(c)(4)</td>
<td>Containers used to store construction or demolition wastes at the</td>
<td>Limited Volume Transfer Operations Section 17403.3</td>
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<tr>
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<td>Enforcement Agency Notification Tier</td>
<td>Registration Permit Tier</td>
<td>Full Solid Waste Facility Permit</td>
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<tr>
<td>Manufacturers Section 17402.5(c)(5)</td>
<td>Containers used to store salvaged materials. Section 17403.1(a)(5)</td>
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<td>Recycling Centers Section 17402.5(d)</td>
<td>Waste Hauling Yard Operations. Section 17403.1(a)(6)</td>
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<td>Regional Organic Distribution Centers Section 17402.5(c)(6)</td>
<td>Storage of Other Wastes. Section 17403(1)(a)(7)</td>
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<td>Rendering Plants Activities Section 17402.5(c)(67)</td>
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<tr>
<td>Reuse Salvage Operations (includes furniture and mattress dismantlers and demanufacturers) Section 17402.5(c)(78)</td>
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<td>Scrap Metal Recyclers and Dealers Section 17402.5(c)(89)</td>
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<td>Wire Choppers Section 17402.5(c)(910)</td>
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</tr>
<tr>
<td>Wood, Paper, or Wood Product Manufacturer Section 17402.5(c)(4011)</td>
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</tbody>
</table>

Note: There are no operations or facilities placed within the Standardized tier.

**Article 6.2 Operating Standards.**

**Section 17409.5. Loadchecking—Prohibited Wastes.**

(a) The operator of an attended operation or facility shall implement a loadchecking program to prevent the acceptance of waste which is prohibited by this Article. This program must include at a minimum:

1. the number of random loadchecks to be performed;
2. a location for the storage of prohibited wastes removed during the loadchecking process that is separately secured or isolated;
3. records of loadchecks and the training of personnel in the recognition, proper handling, and disposition of prohibited waste. A copy of the loadchecking program and copies of the loadchecking records for the last year shall be maintained in the operating record and be available for review by the appropriate regulatory agencies.

Note:

Authority cited: Sections 40502, 43020, and 43021, Public Resources Code.
Reference: Sections 40053, 42652.5, 43020, and 43021, Public Resources Code and Section 39730.6, Health and Safety Code.

**Section 17409.5.1. Organic Waste Recovery Efficiency.**

(a) This section applies to transfer/processing facilities and operations that conduct processing activities.

(b) For the purposes of compliance with the reporting requirements in Section 18815.5, and demonstrating that the facility is a "high diversion organic waste processing facility" as defined in Section 18982(a)(33) that meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent on and after January 1, 2022 and 75 percent on and after January 1, 2025 as determined in Section 18815.5(e), the operator shall conduct the measurements described in this section.

(c) The operator shall:

1. Determine the sum of outgoing weights of organic waste recovered from the mixed waste organic collection stream by adding together the weights determined pursuant to Section 17409.5.2(b)(6) for each operating day that measurements were conducted during the reporting period.
2. Determine the sum of outgoing weights of organic waste removed from the mixed waste organic collection stream for landfill disposal by adding together the weights as
measured pursuant to Section 17409.5.3(b)(5) for each operating day that
measurements were conducted during the reporting period.
(3) Report the sums of Subdivisions (c)(1) and (c)(2) to the Department pursuant to
Section 18815.5.
(d) The operator shall additionally:
(1) Determine the sum of outgoing weights of organic waste recovered from the
source separated organic waste collection stream by adding together the weights
determined pursuant to Section 17409.5.4(b)(6) for each operating day that
measurements were conducted during the reporting period.
(2) Determine the sum of outgoing weights of organic waste removed from the source
separated organic waste collection stream that is sent for landfill disposal by adding
together the weights as measured pursuant to Section 17409.5.5(b)(5) for each
operating day that measurements were conducted during the reporting period.
(3) Report the sums of Subdivisions (d)(1) and (d)(2) to the Department pursuant to
Section 18815.5.
(e) The operator shall maintain records demonstrating compliance with this section in a
manner approved by the EA and as described in Section 17414.2(a).

Note:
Authority cited: Sections 40502, 43020, and 43021 Public Resources Code.
Reference: Sections 40053, 42652.5, 43020 and 43021, Public Resources Code and
Section 39730.6, Health and Safety Code.

Section 17409.5.2. Measuring Organic Waste Recovered from Mixed Waste
Organic Collection Stream.
(a) The operator of an attended operation or facility that accepts a mixed waste organic
collection stream shall measure the amount by weight of organic waste separated from
the mixed waste organic collection stream after processing for end-use, recovery or
further processing.
(1) The measurements required pursuant to this section shall be conducted at the
following frequency:
(A) For each reporting period, the operator shall perform the sampling protocol
required in Subdivision (b) over ten (10) consecutive operating days.
(B) An operator may use the results of samples conducted over a period of more
than 10 days if the following apply:
1. If less than 10 additional days are sampled in the reporting period, the
additional operating days where sampling is performed shall be a
consecutive continuation of the original 10 consecutive days of sampling.
2. If 10 additional operating days or more are selected for sampling, the
additional operating days shall be conducted on consecutive days but may be
performed during a different part of the reporting period and are not required to
be a continuation of the original 10 operating days.
(b) The operator shall comply with Subdivision (a) by using the following protocol:
(1) On each sampling day take one sample of at least two hundred (200) pounds
from each organic waste type separated after processing at the operation or facility
that operating day prior to sending to a destination for end-use, recovery, or further processing. Each sample shall be:

(A) Representative of a typical operating day; and

(B) A random, composite sample taken either from various times during the operating day or from various locations within each pile of each of the organic waste types separated after processing.

(2) Record the weight of each sample from each organic waste type. If the total weight of a single organic waste type processed in a single operating day is less than 200 pounds, the operator shall sample all of that organic waste type that is separated after processing for end-use, recovery or further processing.

(3) For each sample, remove any incompatible material and determine the remaining weight of organic waste in that sample.

(4) Then determine a ratio for each type of organic waste in the mixed waste organic collection stream by dividing the total weight from Subdivision (b)(3) by the total weight recorded in Subdivision (b)(2).

(5) Multiply the ratio determined for each type of organic waste type pursuant to Subdivision (b)(4) by the total weight of all of the same type of organic waste separated after processing and destined for end-use, recovery or further processing.

(6) Determine the total weight of organic waste separated from the mixed waste organic collection stream for recovery by adding the sum of all the weights calculated pursuant to Subdivision (b)(5).

(c) The operator shall conduct a measurement in the presence of the EA when requested.

(d) If it is determined by the EA that the measurements do not accurately reflect the records, the EA may require the operator to increase the frequency of measurements, revise the measurement protocol, or both to improve accuracy.

(e) If the operator sends any material to a POTW that is not authorized to receive, pursuant to Section 17896.6(a)(1)(C) or (D), that material shall be deemed to constitute landfill disposal pursuant to Section 18983.1(a)(3), and the weight of that material shall be added to the total weight calculated pursuant to Section 17409.5.3.

Note:

Authority cited: Sections 40502, 43020, and 43021, Public Resources Code.


(a) The operator of an attended operation or facility that accepts a mixed waste organic collection stream shall measure the amount by weight of organic waste present in the material removed from the mixed waste organic collection stream after processing that is sent to disposal.

(1) The measurements required pursuant to this section shall be conducted at the following frequency:

(A) For each reporting period, the operator shall perform the sampling protocol required in Subdivision (b) over ten (10) consecutive operating days.
(B) An operator may use the results of samples conducted over a period of more
than 10 days if the following apply:

1. If less than 10 additional days are sampled in the reporting period, the
additional operating days where sampling is performed shall be a consecutive
continuation of the original 10 consecutive days of sampling.
2. If 10 additional operating days or more are selected for sampling, the
additional operating days shall be conducted on consecutive days but may be
performed during a different part of the reporting period and are not required to
be a continuation of the original 10 operating days.

(b) The operator shall comply with Subdivision (a) by using the following protocol:

1. On each sampling day, take one sample of at least two hundred (200) pounds of
the material removed from mixed waste organic collection stream at the operation or
facility on that operating day prior to sending to disposal. Each sample shall be:
   (A) Representative of a typical operating day; and
   (B) A random, composite sample taken either from various times during the
operating day or from various locations within the pile(s) of material that will be
sent to disposal.

2. Record the total weight of the sample. If the total weight of the materials removed
from the mixed waste organic collection stream in a single operating day is less than
200 pounds, the operator shall sample the stream that will be sent to disposal.

3. Remove any incompatible material and determine the remaining weight of the
organic waste in the sample.

4. Then determine the ratio of organic waste present in the materials removed from
the mixed waste organic collection stream for disposal by dividing the total weight
from Subdivision (b)(3) by the total weight recorded in Subdivision (b)(2).

5. Determine the total weight of organic waste removed from the mixed organic
collection stream that is sent to disposal by multiplying the ratio determined pursuant
to Subdivision (b)(4) by the total weight of the materials removed from the mixed
waste organic collection stream for disposal.

(c) The operator shall conduct a measurement in the presence of the EA when
requested.

(d) If it is determined by the EA that the measurements do not accurately reflect the
records, the EA may require the operator to increase the frequency of measurements,
revise the measurement protocol, or both to improve accuracy.

(e) The operator shall maintain records of measurements and the training of personnel in
evaluating the amount of organic waste in the material removed from mixed waste
organic collection stream for disposal.

(f) For the purposes of this section "disposal" has the same meaning as "Activities that
constitute landfill disposal" as defined in Section 18982.

Note:
Authority cited: Sections 40502, 43020, and 43021, Public Resources Code.
Reference: Sections 40053, 42652.5, 43020 and 43021, Public Resources Code and
Section 39730.6, Health and Safety Code.
Section 17409.5.4. Measuring Organic Waste Recovered from Source Separated
Organic Waste Collection Stream.

(a) The operator of an attended operation or facility that accepts source separated
organic waste shall measure the amount by weight of organic waste separated from the
source separated organic waste collection stream after processing for end-use,
recovery or further processing.

(1) The measurements required pursuant to this section shall be conducted at the
following frequency:

(A) For each reporting period, the operator shall perform the sampling protocol
required in Subdivision (b) over ten (10) consecutive operating days.

(B) An operator may use the results of samples conducted over a period of more
than 10 days if the following apply:

1. If less than 10 additional days are sampled in the reporting period, the
additional operating days where sampling is performed shall be a consecutive
continuation of the original 10 consecutive days of sampling.

2. If 10 additional operating days or more are selected for sampling, the
additional operating days shall be conducted on consecutive days but may be
performed during a different part of the reporting period and are not required to
be a continuation of the original 10 operating days.

(b) The operator shall comply with Subdivision (a) by using the following protocol:

(1) On each sampling day take one sample of at least two hundred (200) pounds
from each organic waste type separated after processing at the operation or facility
on that operating day prior to sending to a destination for end-use, recovery, or
further processing. Each sample shall be:

(A) Representative of a typical operating day; and

(B) A random, composite sample taken either from various times during the
operating day or from various locations within each pile of each of the organic
waste types separated after processing.

(2) Record the weight of each sample from each organic waste type. If the total
weight of a single organic waste type processed in a single operating day is less than
200 pounds, the operator shall sample all of that organic waste type that is separated
after processing for end-use, recovery or further processing.

(3) For each sample, remove any incompatible material and determine the remaining
weight of organic waste in that sample.

(4) Then determine a ratio for each type of organic waste in the source separated
organic waste collection stream by dividing the total weight from Subdivision (b)(3) by
the total weight recorded in Subdivision (b)(2).

(5) Multiply the ratio determined for each type of organic waste type pursuant to
Subdivision (b)(4) by the total weight of all of the same type of organic waste
separated after processing and destined for end-use, recovery or further processing.

(6) Determine the total weight of organic waste separated from the source separated
organic waste collection stream for recovery by adding the sum of all the weights
calculated pursuant to Subdivision (b)(5).

(c) The operator shall conduct a measurement in the presence of the EA when
requested.
(d) If it is determined by the EA that the measurements do not accurately reflect the
records, the EA may require the operator to increase the frequency of measurements,
 revise the measurement protocol, or both to improve accuracy.
(e) If the operator sends any material to a POTW that is not authorized to receive,
pursuant to Section 17896.6(a)(1)(C) or (D), that material shall be deemed to constitute
landfill disposal pursuant to Section 18983.1(a)(3), and the weight of that material shall
be added to the total weight calculated pursuant to Section 17409.5.5.

Note:
Authority cited: Sections 40502, 43020, and 43021, Public Resources Code.
Reference: Sections 40053, 42652.5, 43020 and 43021, Public Resources Code and
Section 39730.6, Health and Safety Code.

Section 17409.5.5. Measuring Organic Waste in Materials Removed from Source
Separated Organic Waste Collection Stream For Disposal.
(a) The operator of an attended operation or facility that accepts a source separated
organic waste shall measure the amount of organic waste by weight present in the
materials removed from the source separated organic waste collection stream after
processing that is sent to disposal.
   (1) The measurements required pursuant to this section shall be conducted at the
following frequency:
      (A) For each reporting period, the operator shall perform the sampling protocol
      required in Subdivision (b) over ten (10) consecutive operating days.
      (B) An operator may use the results of samples conducted over a period of more
than 10 days if the following apply:
         1. If less than 10 additional days are sampled in the reporting period, the
additional operating days where sampling is performed shall be a consecutive
continuation of the original 10 consecutive days of sampling.
         2. If 10 additional operating days or more are selected for sampling, the
additional operating days shall be conducted on consecutive days but may be
performed during a different part of the reporting period and are not required to
be a continuation of the original 10 operating days.
(b) The operator shall comply with Subdivision (a) by using the following protocol:
   (1) On each sampling day take one sample of at least two hundred (200) pounds of
the materials removed from source separated organic waste collection stream at the
operation or facility on that operating day prior to sending to disposal. Each sample
shall be:
      (A) Representative of a typical operating day; and
      (B) A random, composite sample taken either from various times during the
operating day or from various locations within the pile(s) of material that will be
sent to disposal.
   (2) Record the total weight of the sample. If the total weight of the materials removed
from the source separated organic waste collection stream in a single operating day
is less than 200 pounds, the operator shall sample the stream that will be sent to
disposal.
(3) Remove any incompatible material and determine the remaining weight of the organic waste in the sample.
(4) Then determine the ratio of organic waste present in the material removed from the source separated organic waste collection stream for disposal by dividing the total weight from Subdivision (b)(3) by the total weight recorded in Subdivision (b)(2).
(5) Determine the total weight of organic waste removed from the source separated organic waste collection stream that is sent to disposal by multiplying the ratio determined pursuant to Subdivision (b)(4) by the total weight of the materials removed from the source separated organic waste collection stream for disposal.
(c) The operator shall conduct a measurement in the presence of the EA when requested.
(d) If it is determined by the EA that the measurements do not accurately reflect the records, the EA may require the operator to increase the frequency of measurements, revise the measurement protocol, or both to improve accuracy.
(e) For the purposes of this section "disposal" has the same meaning as "Activities that constitute landfill disposal" as defined in Section 18982.

Note:
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.

Section 17409.5.6. Source Separated Organic Waste Handling.
(a) Source separated organic waste processing shall be kept separate from other solid waste streams.
   (1) Remnant organic material separated from the gray container collection stream for recovery can be combined with organic material removed from the source separated organic waste collection stream for recovery once the material from the source separated organic waste collection stream has gone through the measurement protocol described in Section 17409.5.4.
   (2) Construction and Demolition Debris, as defined in Section 17381, shall be kept separate from the source separated organic waste collection stream and the mixed waste organic collection stream and shall not be included in the measurements required pursuant to Sections 17409.5.1- 17409.5.5 and 17409.5.8.
(b) Source separated organic waste and organic waste removed from a mixed waste organic collection service for recovery shall be:
   (1) Stored away from other activity areas in specified, clearly identifiable areas as described in the Facility Plan or Transfer/Processing Report; and
   (2) Removed from the site consistent with Section 17410.1 and either:
      (A) Transported only to another solid waste facility or operation for additional processing, composting, in-vessel digestion, or other recovery as specified in Section 18983.1; or
      (B) Used in a manner approved by local, state, and federal agencies having appropriate jurisdiction.

Note:
Authority cited: Sections 40502, 43020 and 43021 Public Resources Code.
Reference: Sections 40053, 42652.5, 43020 and 43021 Public Resources Code and
Section 39730.6, Health and Safety Code.

**Section 17409.5.7. Gray Container Waste Evaluations.**
(a) Commencing July 1, 2022, the operator of an attended operation or facility that
receives a gray container collection stream, and more than 500 tons of solid waste from
at least one jurisdiction annually, shall conduct waste evaluations on the gray container
collection stream consistent with this section.
(b) The operator shall perform one gray container waste evaluation per quarter.
(c) The operator shall use the following measurement protocol to comply with this
section:
   (1) Take one sample of at least 200 pounds from the incoming gray container
collection stream received by the facility. Each sample shall be:
   (A) Representative of a typical operating day; and
   (B) A random, composite sample taken from various times during the operating
day.
(2) Record the weight of the sample.
(3) For that sample, remove any remnant organic material and determine the weight
of that remnant organic material.
(4) Then determine the ratio of remnant organic material in the sample by dividing the
total weight from Subdivision (a)(3) by the total weight recorded in Subdivision (a)(2).
(d) Upon written notification to the applicable EA, the operator may conduct offsite gray
container waste evaluations at an alternative, permitted or authorized solid waste facility
or operation provided that the operator subject to this section does not process the
material prior to its transfer offsite for the waste evaluation.
   (1) The results of an offsite gray container waste evaluation performed under
   Subdivision (d) shall be reported by the transfer/processing operation or facility
   subject to this section as required in Section 18815.5 and shall not be reported by the
   alternative solid waste facility or operation.
(e) The operator shall conduct a measurement in the presence of the EA when
requested.
(f) If it is determined by the EA that the measurements do not accurately reflect the
records, the EA may require the operator to increase the frequency of measurements,
revise the measurement protocol, or both to improve accuracy.
(g) The operator shall maintain records of waste evaluations and the training of
personnel in evaluating the amount of remnant organic material. These records shall be
maintained for five (5) years in the operating record and be available for review by the
EA and other duly authorized regulatory agencies.

**Note:**
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.
Reference: Sections 42652.5, 43020 and 43021, Public Resources Code and Section
39730.6, Health and Safety Code.
Section 17409.5.8. Incompatible Materials Limit in Recovered Organic Waste.
(a) A transfer/processing facility or operation shall only send offsite that organic waste recovered after processing from the source separated organic waste stream and from the mixed waste organic collection stream that meets the following requirements:
(1) On and after January 1, 2022 with no more than 20 percent of incompatible material by weight; and
(2) On and after January 1, 2024 with no more than 10 percent of incompatible material by weight.
(b) The operator shall measure compliance with Subdivision (a) by using the following protocol:
(1) Use the same samples taken to comply with Sections 17409.5.2 and 17409.5.4 and the same total weight of each of those samples.
(2) For each sample, remove any incompatible material and determine the weight of the incompatibles in that sample.
(3) Then determine a ratio of the incompatible material for each type of organic waste in the mixed waste organic collection stream and the source separated organic waste collection waste stream by dividing the total from Subdivision (b)(2) by the total from Subdivision (b)(1).
(4) Multiply the ratio determined pursuant to Subdivision (b)(3) for each type of organic waste by the total weight of all of the same type of organic waste separated after processing and destined for end-use, recovery or further processing.
(5) Determine the total weight of incompatible materials separated from the mixed waste organic collection stream and from the source separated organic waste stream by adding the sum of all the weights calculated pursuant to Subdivision (b)(4).
(6) Determine the ratio of incompatible materials by taking the total weight of incompatible materials determined pursuant to Subdivision (b)(5) and dividing by the sum of the outgoing weights of the materials recovered from the mixed waste organic collection stream and from the source separated organic waste stream.
(7) Determine the percentage of incompatible materials by multiplying the ratio determined pursuant to Subdivision (b)(6) by 100.
(c) The recovered organic waste stream shall not be subject to Section 17409.5.8(a) if the recovered organic waste is sent to one or more of the following types of facilities that will further process that waste:
(1) A transfer/processing facility or operation that complies with Section 17409.5.8(a).
(2) A compostable material handling facility or operation that, pursuant to Section 17867(a)(16), demonstrates that the percentage of organic waste in the materials sent to disposal is:
   (A) On and after January 1, 2022, less than 20 percent.
   (B) On and after January 1, 2024, less than 10 percent.
(3) An in-vessel digestion facility or operation that, pursuant to Section 17896.44.1, demonstrates that the percentage of organic waste in the materials sent to disposal is:
   (A) On and after January 1, 2022, less than 20 percent.
   (B) On and after January 1, 2024, less than 10 percent.
(4) An activity that meets the definition of a recycling center as described in Section 17402.5(d).
(d) The operator shall conduct a measurement in the presence of the EA when requested.
(e) If it is determined by the EA that the measurements do not accurately reflect the records, the EA may require the operator to increase the frequency of measurements, revise the measurement protocol, or both to improve accuracy.
(f) For the purposes of this section “disposal” has the same meaning as “Activities that constitute landfill disposal” as defined in Section 18982.

Note:
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.

Section 17409.5.9. Alternatives to Measurement Protocols.
(a) The EA may approve, with concurrence by the Department, alternative measurement protocols to the requirements of Sections 17409.5.2, 17409.5.3, 17409.5.4, 17409.5.5, 17409.5.7, and 17409.5.8, as long as they will still ensure that the measurements will be as accurate. The Department shall concur with the EA approval if it finds that the alternative measurement protocols will ensure that the measurements will be as accurate. For the purposes of this section, alternative measurement protocols may include, but are not limited to, measurements made with a different sampling frequency and/or weight than those specified in this article.
(b) When required by this article, the operator shall report tonnages using a scale. If scales are not accessible, the EA may approve, with written notification to the Department, the operator to report the tonnages using a method described in Section 18815.9(g).
(c) The EA may approve, with written concurrence by the Department, a substitute to certain requirements to sample and measure specific types of organic waste that are designated for an organic waste recovery activity with a quality standard imposed on the operator by the person, entity, or solid waste facility or operation accepting that organic waste type as specified in this subdivision. The Department shall concur with the EA approval if it verifies that there is a quality standard imposed on the operator by the person, entity, or solid waste facility or operation accepting that organic waste type as specified in this subdivision and that the standard meets the requirements in Subdivision (c)(1)(A) through (G), below.
(1) The EA may waive the requirements in Sections 17409.5.2, 17409.5.4 and 17409.5.8 to sample a type of organic waste that the operator recovered from the source separated organic waste collection stream or from the mixed waste organic collection stream if the following apply:
(A) The person, entity, or solid waste facility or operation accepting that organic waste type requires the operator to demonstrate that the presence of incompatible materials in the organic waste type is less than or equal to the level of incompatible materials specified in Section 17409.5.8(a);
(B) The person, entity, or solid waste facility or operation accepting that organic waste type requires the operator to demonstrate the presence of incompatible materials through sampling.
(C) The sampling protocol that is used to meet the quality standard of the person, entity, or solid waste facility or operation accepting that organic waste type is designed to accurately reveal the percentage of incompatible material by weight that is present in the samples; 
(D) The end-user and the operator have a contract or written agreement specifying the sampling protocol and the maximum level of incompatible materials allowed in the organic material before it is accepted by the end-user; 
(E) The contract or written agreement is available for review by the EA; 
(F) The sampling protocol is at least as effective as the sampling required in Sections 17409.5.2, 17409.5.4 and 17409.5.8; and 
(G) The operator allows the EA to observe sampling upon request. 

(d) An operator that is authorized to substitute a quality standard for sampling requirements as specified in Subdivision (c) for a specific type of recovered organic waste type shall apply the weight of incompatible materials as measured in the quality standard to total weight of that organic waste type for the purposes of determining organic waste recovery efficiency as specified in Section 17409.5.1.

Note:
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.

Section 17409.5.10. Solid Waste Handling at Consolidation Sites.
(a) Consolidation sites are not subject to the requirements of Sections 17409.5.1 through 17409.5.9.
(b) Consolidation sites are not subject to the recordkeeping and reporting requirements of Section 17414.2.
(c) Consolidation sites shall keep source separated organic waste streams separate from other solid waste streams.
(d) Materials shall be transported only to transfer/processing facilities or operations that comply with Section 17409.5.1.

Note:
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.

Section 17409.5.10.5. Solid Waste Handling at Co-Located Facilities or Operations.
(a) The operator of an attended solid waste facility or operation that is permitted or authorized and accepts a mixed waste organic collection stream, a source separated organic waste collection stream, or both for processing and directly transfers the organic waste recovered from either collection stream to a co-located activity within the boundary of the facility for processing is subject to the following requirements:
(1) If sampling performed pursuant to Section 17409.5.3, 17409.5.5, 17867, or 17896.44.1, whichever is applicable, demonstrates the percent of the material
removed for disposal that is organic waste is less than the percent specified in
Section 17409.5.8(c)(2) then only the organic waste that is sent off-site for further
processing and landfill disposal are subject to the requirements of Sections
17409.5.1 through 17409.5.8.
(2) If sampling performed pursuant to Section 17409.5.3, 17409.5.5, 17867, or
17896.44.1, whichever is applicable, demonstrates that the percent of the material for
disposal that is organic waste is more than the percent specified in Section
17409.5.8(c)(2) then the organic waste removed after processing and sent for further
processing on-site or off-site and landfill disposal are subject to the requirements of
Sections 17409.5.1 through 17409.5.8.

Note:
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.
Reference: Sections 40053, 42652.5, 43020 and 43021, Public Resources Code and
Section 39730.6, Health and Safety Code.

Section 17409.5.11. Remnant Organic Material Separated From Gray Container
Processing.
(a) Remnant organic material separated from the gray container collection stream for
recovery is not subject to the requirements of Sections 17409.5.1 and 17409.5.8.
(1) Remnant organic material removed from the gray container collection stream for
recovery can be combined with organic material removed from the source separated
organic waste collection stream for recovery once the material from the source
separated organic waste collection stream has gone through the measurement
protocol described in Section 17409.5.4.

Note:
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.
Reference: Sections 40053, 42652.5, 43020 and 43021, Public Resources Code and
Section 39730.6, Health and Safety Code.

Section 17409.5.12. Transfer/Processing EA Verification Requirements.
(a) The operator shall provide the EA all requested information and other assistance so
that the EA can verify that the measurements conducted by the operator are consistent
with the requirements of Sections 17409.5.2, 17409.5.3, 17409.5.4, 17409.5.5,
17409.5.7, and 17409.5.8.
(b) The EA shall conduct such verification through:
(1) The review of records required by Section 17414.2; and
(2) The periodic, direct observation of measurements at a frequency necessary to
ensure that the operator is performing such measurements in a manner consistent
with Sections 17409.5.2, 17409.5.3, 17409.5.4, 17409.5.5, 17409.5.7, and
17409.5.8.
(c) If, at any time, the EA determines that the records under Section 17414.2(b) indicate
that compostable material is sent offsite to any destination(s) other than an authorized
permitted solid waste facility or operation, the EA shall directly observe any
compostable material onsite designated for such offsite destination(s). If physical
contaminants, based on visual observation, clearly exceed the limits in Section
17852(a)(24.5)(A)1., the EA may require the operator to further process such material.

Note:
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.
Reference: Sections 40053, 42652.5, 43020 and 43021, Public Resources Code and
Section 39730.6 Health and Safety Code.

Article 6.3. Record Keeping Requirements

Section 17414.2. Recordkeeping and Reporting Requirements - Organic Waste
Recovery.
(a) The operator shall keep the following records:
(1) The results of each sample conducted pursuant to Sections 17409.5.2,
17409.5.3, 17409.5.4, 17409.5.5, 17409.5.7, and 17409.5.8.
(2) The daily outgoing weights of material recovered from the mixed organic waste
stream.
(3) The daily outgoing weights of materials removed from the mixed organic waste
stream and sent to landfill disposal.
(4) The daily outgoing weights of material recovered from the source separated
organic waste stream.
(5) The daily outgoing weights of material removed from the source separated,
organic-waste stream and sent to landfill disposal.
(6) The daily incoming weights of mixed organic waste.
(7) The daily incoming weights of source separated organic waste.
(8) The results of the formula calculated pursuant to Section 17409.5.8(b)(7).
(9) If the operator complies with the incompatible material requirements in Section
17409.5.8 by sending material to a facility that meets the requirements of Section
17409.5.8(c), the operator shall keep a record of:
(A) The name, address, location, and if applicable the RDRS number, of each
facility that material is sent to.
(B) The daily outgoing weights of material sent to each facility by type.
(10) The results of the waste evaluations conducted pursuant to Section 17409.5.7.
(A) A copy of the notification if the waste evaluation was performed at an
alternative solid waste facility.
(b) The operator shall record and maintain the following records regarding compostable
material that is sent offsite to any destination(s) other than an authorized permitted solid
waste facility or operation:
(1) The level of incompatible materials in that material as measured pursuant to
17409.5.8; and
(2) The total weights of that material per day.
(c) The records required in Subdivisions (a) and (b) shall be:
(1) Adequate for overall planning and control purposes.
(2) As current and accurate as practicable.
(d) All records required by this article shall be kept by the operator in one location and accessible for five (5) years and shall be available for inspection by the EA and other duly authorized regulatory agencies during normal working hours.
(e) The operator shall submit copies of specified records to the EA upon request or at a frequency approved by the EA.
(f) Each operator shall maintain records in accordance with Title 14, California Code of Regulations, Division 7, Chapter 9, Article 9.25, Section 18815.1 et seq. The records shall be available for inspections as authorized by that article during normal business hours and retained in the operating record near the site or in an alternative location approved by the EA.

Note:
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.

Chapter 3.1. Composting Operations Regulatory Requirements

Article 2. Regulatory Tiers for Composting Operations and Facilities

Section 17855. Excluded Activities.
(a) Except as provided otherwise in this Chapter, the activities listed in this section do not constitute compostable material handling operations or facilities and are not required to meet the requirements set forth herein. Nothing in this section precludes the EA or the Department from inspecting an excluded activity to verify that the activity is being conducted in a manner that qualifies as an excluded activity or from taking any appropriate enforcement action.
(1) An activity is excluded if it handles agricultural material derived from an agricultural site, and returns a similar amount of the material produced to that same agricultural site, or an agricultural site owned or leased by the owner, parent, or subsidiary of the composting activity. No more than an incidental amount of up to 1,000 cubic yards of compost product may be given away or sold annually.
(2) Vermicomposting is an excluded activity. The handling of compostable material prior to and after its use as a growth medium during the vermicomposting process is not an excluded activity and is subject to the requirements of this chapter or the Transfer/Processing Operations and Facilities Regulatory Requirements (Title 14, California Code of Regulations, Division 7, Chapter 3, Article 6.0-6.35), whichever is applicable, as follows:
(A) when the compostable material is active compost or is likely to become active compost, as determined by the EA, the requirements of this chapter apply;
(B) at all other times when it is not being used as a growth medium during vermicomposting, the compostable material is subject to the Transfer/Processing Operations and Facilities Regulatory Requirements.
(3) Mushroom farming is an excluded activity. The handling of compostable material prior to and after its use as a growth medium during the mushroom farming process is not an excluded activity and is subject to the requirements of this chapter or the Transfer/Processing Operations and Facilities Regulatory Requirements (Title 14, California Code of Regulations, Division 7, Chapter 3, Article 6.0-6.35), whichever is applicable, as follows:

(A) when the compostable material is active compost or is likely to become active compost, as determined by the EA, the requirements of this chapter apply;  
(B) at all other times when it is not being used as a growth medium during mushroom farming, the compostable material is subject to the Transfer/Processing Operations and Facilities Regulatory Requirements.

(4) Composting green material, agricultural material, food material, and vegetative food material, alone or in combination, is an excluded activity if the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet. [Note: Persons handling compostable material under the above exclusion are obligated to obtain all permits, licenses, or other clearances that may be required by other regulatory agencies including, but not limited to local health entities and local land use authorities.]

(5) The handling of compostable materials is an excluded activity if:

(A) the activity is located at a facility (i.e., landfill or transfer/processing facility) that has a tiered or full permit as defined in section 18101,  
1. has a Report of Facility Information which is completed and submitted to the EA that identifies and describes the activity and meets the requirements of Titles 14 or 27; and,  
2. will only use the material on the facility site, or

(B) the activity is solely for the temporary storage of biosolids sludge at a Publicly Owned Treatment Works (POTW), or

(C) the activity is located at the site of biomass conversion and is for use in biomass conversion as defined in Public Resources Code section 40106; or

(D) the activity is part of a silvicultural operation or a wood, paper, or wood product manufacturing operation; or

(E) the activity is part of an agricultural operation and is used to temporarily store or process agricultural material not used in the production of compost or mulch; or

(F) the activity is part of an operation used to chip and grind materials derived from and applied to lands owned or leased by the owner, parent, or subsidiary of the operation; or

(G) the activity is part of an agricultural operation used to chip and grind agricultural material produced on lands owned or leased by the owner, parent, or subsidiary of the agricultural operation, for use in biomass conversion; or

(H) the activity is part of a licensed animal food manufacturing or a licensed rendering operation. An activity that is a licensed animal food manufacturing activity, or a rendering activity which is authorized by the California Department of Food and Agriculture pursuant to Section 19300 of the Food and Agricultural Code, and in which no solid waste feedstock bypasses the manufacturing or rendering process; or
(I) the activity is the storage of yard trimmings at a publicly designated site for the
collection of lot clearing necessary for fire protection provided that the public
agency designating the site has notified the fire protection agency; or
(J) the materials are handled in such a way to preclude their reaching
temperatures at or above 122 degrees Fahrenheit as determined by the EA; or
(6) Storage of bagged products from compostable material is an excluded activity
provided that such bags are no greater than 5 cubic yards.

Note:
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.
Reference: Sections 42652.5, 43020 and 43021, Public Resources Code and Section
39730.6, Health and Safety Code.

Article 6. Composting Operating Standards

Section 17867. General Operating Standards.
(a) All compostable materials handling operations and facilities shall meet the following
requirements:
(1) All handling activities are prohibited from composting any material specified in
section 17855.2 of this Chapter.
(2) All handling activities shall be conducted in a manner that minimizes odor impacts
so as to not cause a nuisance.
(3) All handling activities shall be conducted in a manner that minimizes vectors,
litter, hazards, nuisances, and noise impacts; and minimizes human contact with,
inhalation, ingestion, and transportation of dust, particulates, and pathogenic
organisms.
(4) Random load checks of feedstocks, additives, and amendments for contaminants
shall be conducted.
(5) Contamination of compostable materials that has undergone pathogen reduction,
pursuant to section 17868.3 of this Chapter, with feedstocks, compost, or wastes that
have not undergone pathogen reduction, pursuant to section 17868.3 of this Chapter,
or additives shall be prevented.
(6) Unauthorized human or animal access to the facility shall be prevented.
(7) Traffic flow into, on, and out of the composting operation or facility shall be
controlled in a safe manner.
(8) All compostable materials handling operations and facilities that are open for
public business shall post legible signs at all public entrances. These signs shall
include the following information:
(A) name of the operation or facility,
(B) name of the operator,
(C) facility hours of operation,
(D) materials that will and will not be accepted, if applicable,
(E) schedule of charges, if applicable, and
(F) phone number where operator or designee can be reached in case of an
emergency.
(9) The operator shall provide fire prevention, protection and control measures, including, but not limited to, temperature monitoring of windrows and piles, adequate water supply for fire suppression, and the isolation of potential ignition sources from combustible materials. Firelanes shall be provided to allow fire control equipment access to all operation areas.

(10) The operator shall provide telephone or radio communication capability for emergency purposes.

(11) Physical Contaminants and refuse removed from feedstock, compost, or chipped and ground material shall be removed from the site within 7 days and transported to an appropriate facility.

(12) Enclosed operations and facilities shall provide ventilation to prevent adverse public health effects from decomposition gases.

(13) The operator shall ensure that leachate is controlled to prevent contact with the public.

(14) The operator shall prevent or remove physical contaminants in compost and chipped and ground materials that may cause injury to humans.

(15) An attendant shall be on duty during business hours if the operation or facility is open to the public.

(16) The operator shall determine the quarterly percentage of organic waste contained in materials sent to landfill disposal.

(A) To determine the percentage, the operator shall measure the amount of organic waste by weight present in the materials sent to landfill disposal.

1. The measurements required pursuant to this section shall be conducted at the following frequency:
   i. For each reporting period, the operator shall perform the sampling protocol required in Subdivision (a)(16)(B) over at least ten (10) consecutive operating days.
   ii. An operator may use the results of samples conducted over a period of more than 10 days if the following apply:
      1. If less than 10 additional days are sampled in the reporting period, the additional operating days where sampling is performed shall be a consecutive continuation of the original 10 consecutive days of sampling.
      2. If 10 additional operating days or more are selected for sampling, the additional operating days shall be conducted on consecutive days but may be performed during a different part of the reporting period and are not required to be a continuation of the original 10 operating days.

(B) The operator shall comply with Subdivision (a)(16)(A) by using the following protocol:

1. Take one sample of at least two hundred (200) pounds of the materials that the operation or facility is sending to landfill disposal on that operating day.

   Each sample shall be:
   i. Representative of a typical operating day; and
   ii. A random, composite sample taken either from various times during the operating day or from various locations within the pile(s) of material that will be sent to disposal.
2. Record the weight of the sample. If the total weight of material sent to landfill disposal in a single operating day is less than 200 pounds, the operator shall sample all of the material that is sent to landfill disposal that day.

3. Remove any material that is not organic waste and determine the remaining weight of the organic waste in the sample.

4. Then determine the ratio of organic waste present in the materials removed for landfill disposal by dividing the total from Subdivision (a)(16)(B)3 by the total from Subdivision (a)(16)(B)2.

5. Determine the total weight of organic waste that is sent to landfill disposal by multiplying the ratio determined pursuant to Subdivision (a)(16)(B)4 by the total weight of the materials sent to landfill disposal.

6. Determine the sum of outgoing weights of organic waste present in the materials that is sent to landfill disposal as determined pursuant to Subdivision (a)(16)(B)5.

7. Determine the ratio of organic waste sent to landfill disposal by dividing the total from Subdivision (a)(16)(B)6 by the total outgoing weights of material that is sent to landfill disposal.

8. Determine the percentage of organic waste present in the material sent to landfill disposal by multiplying the ratio as determined pursuant to Subdivision (a)(16)(B)7 by 100.

(C) The operator shall conduct a measurement in the presence of the EA when requested.

(D) If it is determined by the EA that the measurements do not accurately reflect the records, the EA may require the operator to increase the frequency of measurements, revise the measurement protocol, or both to improve accuracy.

(E) An alternative measurement protocol for determining the amount of organic waste sent to landfill disposal may be approved by the EA, with concurrence by the Department. For the purposes of this section, alternative measurement protocols may include, but are not limited to, measurements made with a different sampling frequency and/or weight than those specified in this article. The Department shall concur with EA approval if it finds that the alternative measurement protocol will ensure that the measurements will be as accurate as those in Subsection (a)(16)(A) and (B), above.

(F) For the purposes of the measurements required by this Subdivision, organic waste that are textiles, carpet, hazardous wood waste, non-compostable paper, human or pet waste, and material subject to a quarantine on movement issued by a county agricultural commissioner, is not required to be measured as organic waste.

(G) Organic waste sent to an activity listed in Section 18983.1(a) shall constitute landfill disposal.

Note:

Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.

Article 8. Composting Operation and Facility Records

Section 17869. General Record Keeping and Reporting Requirements.
Except as provided in subsection (d), all compostable materials handling operations and
facilities shall meet the following requirements:
(a) All records required by this Chapter shall be kept in one location and accessible for
five (5) years and shall be available for inspection by authorized representatives of the
Department, EA, local health entity, and other duly authorized regulatory and EAs
during normal working hours.
(b) The operator shall record any special occurrences encountered during operation and
methods used to resolve problems arising from these events, including details of all
incidents that required implementing emergency procedures.
(c) The operator shall record any public complaints received by the operator, including:
   (1) the nature of the complaint,
   (2) the date the complaint was received,
   (3) if available, the name, address, and telephone number of the person or persons
      making the complaint, and
   (4) any actions taken to respond to the complaint.
(d) The operator shall record the quantity and type of feedstock received and quantity of
   compost and chipped and ground material produced. Maintain records listed in this
   subdivision in a form and manner approved by the EA. Agricultural compostable
   materials handling operations shall maintain records only for compostable material
   accepted from off-site. Such records shall be adequate for overall planning and control
   purposes and be as current and accurate as practicable. The records shall be
   maintained for five (5) years in the operating record and be available for review by the
   appropriate jurisdiction of origin, haulers, and other duly authorized regulatory agencies.
(e) The operator shall maintain the following records under this section
   (1) The quarterly percentage of organic waste contained in materials sent to landfill
   disposal as calculated pursuant to Section 17867(a)(16).
   (2) Daily outgoing weights of material sent to disposal.
   (3) Daily outgoing weights of compost or chipped and ground material produced.
   (4) Daily incoming weights by material type.
   (5) The weight of compostable material sent offsite to any destination(s) other than
      an authorized permitted solid waste facility or operation.
(f) The operator shall record the number of load checks performed and loads rejected.
(g) The operator shall record all test results generated by compliance with Article 7 of
   this Chapter, including but not limited to, metal concentrations, physical contamination
   limits, fecal coliform and Salmonella sp. densities, temperature measurements, and
   dates of windrow turnings; chipping and grinding operations and facilities must record
   the determinations of the percentage of physical contaminants required by 17862.1(d).
   (1) The operator shall retain records detailing pathogen reduction methods.
   (g) The operator shall record and retain records of any serious injury to the public
   occurring on-site and any complaint of adverse health effects to the public attributed to
   operations. Serious injury means any injury that requires inpatient hospitalization for a
   period in excess of 24 hours or in which a member of the public suffers a loss of any
   member of the body or suffers any degree of permanent disfigurement.
(h) The operator shall retain a record of training and instruction completed in accordance with section 17867.5.

(i) Each operator shall maintain records in accordance with Title 14, California Code of Regulations, Division 7, Chapter 9, Article 9.25, Section 18815.1 et. seq. The records shall be available for inspections as authorized by that article during normal business hours and retained in the operating record near the site or in an alternative location approved by the Local Enforcement Agency.

(j) The operator shall provide the EA all requested information and other assistance so that the EA can verify that the measurements conducted by the operator are consistent with the requirements of Section 17867(a)(16). The EA shall conduct such verification through:

1. The review of records required by this section; and
2. The periodic, direct observation of measurements at a frequency necessary to ensure that the operator is performing such measurements in a manner consistent with this section.

(k) If, at any time, the EA determines that the records required by this section indicate that compostable material is sent offsite to any destination(s) other than an authorized permitted solid waste facility or operation, the EA shall directly observe any compostable material onsite designated for such offsite destination(s). If physical contaminants, based on visual observation, clearly exceed the limits in Section 17852(a)(24.5)(A)(1), the EA may require the operator to further process such material.

Note:
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.

Chapter 3.2. In-Vessel Digestion Operations and Facilities Regulatory Requirements

Article 1. In-Vessel Digestion Operations and Facilities Regulatory Requirements

Section 17896.6. Excluded Activities
(a) The activities listed in this section are not subject to the in-vessel digestion requirements set forth in this Chapter. Nothing in this section precludes the EA or the Department from inspecting an excluded activity to verify that the activity is being conducted in a manner that qualifies as an excluded activity or from taking any appropriate enforcement action.

(1) A Publicly Owned Treatment Works Treatment Plant (POTW Treatment Plant), as defined in section 403.3(r) of Title 40 of the Code of Federal Regulations, that receives vehicle-transported solid waste that is an anaerobically digestible material for the purpose of anaerobic co-digestion with POTW Treatment Plant wastewater, is excluded under the following conditions:
(A) Anaerobically digestible materials must be trucked or hauled into a POTW Treatment Plant. Once on-site, the anaerobically digestible material must be pumped or off-loaded directly into a covered, leak-proof container and then pumped, or diluted or slurried and then pumped, and co-digested in an anaerobic digester(s) at the POTW Treatment Plant. The pumped material may be screened, otherwise separated or treated prior to anaerobic digestion, but must be processed and conveyed in a contained system. Any separated material at the POTW that is not suitable for anaerobic digestion and has no beneficial use shall be further managed as a solid waste.

(B) The POTW Treatment Plant has developed Standard Operating Procedures for the acceptance of anaerobically digestible material, the POTW Treatment Plant has notified the Regional Water Quality Control Board that those Standard Operating Procedures are being implemented, and a Standard Provision (permit condition) that reflects the acceptance of anaerobically digestible material:

1. has been incorporated into the POTW Treatment Plant's Waste Discharge Requirements or National Pollutant Discharge Elimination System permit; or
2. will be incorporated into the POTW Treatment Plant's Waste Discharge Requirements or National Pollutant Discharge Elimination System permit no later than the next permit renewal.

(C) For the purpose of this exclusion, "anaerobically digestible material" means: inedible kitchen grease as defined in section 19216 of the Food and Agricultural Code, food material as defined in Title 14, CCR, section 17896.2(a)(12) and vegetative food material as defined in Title 14, CCR, section 17896.2(a)(12)(A).

(D) For the purpose of this exclusion, the Department, in consultation with the State Water Resources Control Board and the California Department of Food and Agriculture, will on a case-by-case basis, review and consider approval of additional types of organic materials as potential "anaerobically digestible material" beyond those specified in section 17896.6(a)(1)(C) in accordance with the following:

1. Receipt of a written request to the Department from the General Manager or designee of a POTW Treatment Plant.

a. The written request must contain the following information:

i. The purpose of the request.

ii. Identification of the POTW Treatment Plant proposing to anaerobically co-digest the organic waste material with the POTW wastewater.

iii. Types of organic material requested for classification as an anaerobically digestible material.

iv. The source(s) of the waste material.

v. A description of how the waste material will be handled, processed, stored and transported (before and after receipt at the POTW Treatment Plant).

vi. A map identifying all proposed physical changes proposed at the POTW Treatment Plant to accommodate the new waste materials.

vii. Available laboratory test results, engineering reports, research or study to support the request.

viii. Data and/or reports if this waste material has been used without incident at a different POTW Treatment Plant.
ix. The name, addresses and phone numbers for the General Manager and designee of
the POTW Treatment Plant.
b. Upon receipt of the written request, the Department will communicate and coordinate
the request with and between the State Water Resources Control Board and the
California Department of Food and Agriculture and will complete the following actions:
i. Within 10 days of receipt, send written confirmation to the General Manager and
designee of the POTW Treatment Plant indicating receipt of the letter and distribute the
letter to appropriate Department staff, as well as to the State Water Resources Control
Board and California Department of Food and Agriculture staff contacts for review;
ii. Within 15 days of receipt, schedule a meeting with State Water Resources Control
Board and California Department of Food and Agriculture staff contacts;
iii. Prior to the meeting, Department staff will review the letter and identify questions
and/or issues with the request and make a list of recommendations;
iv. Within 40 days of receipt, conduct a meeting on the request. If an agency
representative does not attend the meeting, comments will be accepted by the
Department up to close of business on the 45th day after receipt;
v. Within 60 days of receipt, the Department will provide a written decision to the
General Manager and designee of the POTW Treatment Plant stating one of the
following:
I. The waste type has or has not been determined to be an anaerobically digestible
material excluded from both the In-Vessel Digestion Operations and Facilities
Regulatory Requirements (pursuant to section 17896.6(a)(1)(C) and the
Transfer/Processing Operations and Facility Regulatory Requirements (pursuant to
section 17403.1(a)(8));
II. The agencies, based on the information provided, were unable to reach a
determination and additional information is required before a determination can be
made; or
III. The agencies have determined that additional research or study will need to be
conducted and the results analyzed prior to a determination made by the agencies.
IV. If additional information, research or study is necessary, the Department will consult
with the General Manager or designee of the POTW, the State Water Resources
Control Board and California Department of Food and Agriculture contacts, for the
purpose of developing a timeline for either reviewing the additional information or for
reviewing a proposed scope of work and timeline for additional research or study.
2. For the purpose of this exclusion, if an organic waste material is determined by the
Department to be an anaerobically digestible material for the purpose of co-digestion
with the POTW wastewater, the POTW Treatment Plant must comply with section
17896.6(a)(1)(A) prior to receipt of the material at the POTW Treatment Plant.
2) In-vessel digestion of agricultural material derived from an agricultural site and the
digestate or compost produced from digestate is returned to that same agricultural site,
or an agricultural site owned or leased by the owner, parent, or subsidiary of the
agricultural site on which the in-vessel digester is located. No more than an incidental
amount of up to 1,000 cubic yards of compost produced from digestate may be given
away or sold annually. Digestate that is not composted may not be given away or sold.
3) In-vessel digestion at a dairy involving the co-digestion of manure with agricultural
material derived on-site, imported agricultural material, and/or imported vegetative food
material in accordance with Waste Discharge Requirements issued by a Regional Water Quality Control Board.

(A) Any imported materials delivered to the dairy must be pumped or off-loaded directly into a covered, leak-proof container and then pumped, or diluted or slurried and then pumped, and co-digested in an in-vessel digester at a dairy. The pumped material may be screened, otherwise separated or treated prior to in-vessel digestion, but must be processed and conveyed in a contained system. Any separated material at the dairy that is not suitable for in-vessel digestion and has no beneficial use shall be further managed as a solid waste.

(B) No more than an incidental amount of up to 1,000 cubic yards of compost produced from digestate may be given away or sold annually. Digestate that is not composted may not be given away or sold.

(4) In-vessel digestion activities with less than a total of 100 cubic yards of solid waste, feedstock, and digestate on-site are excluded.

[NOTE: Persons handling solid waste under the above exclusion are obligated to obtain all permits, licenses, or other clearances that may be required by other regulatory agencies including, but not limited to local health entities and local land use authorities.]

(5) Rendering activities, authorized by the California Department of Food and Agriculture pursuant to section 19300 of the Food and Agricultural Code, or an activity that is a licensed animal food manufacturing activity, and in which no solid waste feedstock bypasses the rendering process.

(6) Other discrete handling activities that are already subject to more stringent handling requirements under Federal or State law, as determined by the EA in consultation with the Department, are excluded.

Note:
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.

Article 3. Operating Standards for In-Vessel Digestion Operations and Facilities

Section 17896.44.1. Measuring Organic Waste in Material Sent to Disposal.
(a) The operator shall determine the quarterly percentage of organic waste contained in materials sent to landfill disposal.

(1) To determine the percentage, the operator shall, measure the amount of organic waste by weight present in the materials sent to landfill disposal.

(A) The measurements required pursuant to this section shall be conducted at the following frequency:

1. For each reporting period, the operator shall perform the sampling protocol required in Subdivision (a)(2) over at least ten (10) consecutive operating days.

2. An operator may use the results of samples conducted over a period of more than 10 days if the following apply:
(2) The operator shall comply with Subdivision (a)(1) by using the following protocol:
(A) Take one sample of at least two hundred (200) pounds of the materials that the
operation or facility is sending to landfill disposal on that operating day. Each
sample shall be:
1. Representative of a typical operating day; and
2. A random, composite sample taken either from various times during the
operating day or from various locations within the pile(s) of material that will be
sent to disposal.
(B) Record the weight of the sample. If the total weight of material sent to landfill
disposal in a single operating day is less than 200 pounds, the operator shall
sample all of the material that is sent to landfill disposal that day.
(C) Remove any material that is not organic waste and determine the remaining
weight of the organic waste in the sample.
(D) Then determine the ratio of organic waste present in the materials removed for
landfill disposal by dividing the total from Subdivision (a)(2)(C) by the total from
Subdivision (a)(2)(B).
(E) Determine the total weight of organic waste that is sent for landfill disposal by
multiplying the ratio determined pursuant to Subdivision (a)(2)(D) by the total
weight of the materials removed for landfill disposal from the source separated
organic waste collection stream after processing.
(F) Determine the sum of outgoing weights of organic waste present in material
that is sent to landfill disposal as determined pursuant to Subdivision (a)(2)(E).
(G) Determine the ratio of organic waste present in the material sent to landfill
disposal by dividing the total from Subdivision (a)(2)(F) by the total monthly
outgoing weights of residuals removed that is sent for landfill disposal.
(H) Determine the percentage of organic waste present in the material sent to
landfill disposal by multiplying the monthly ratio as determined pursuant to
Subdivision (a)(2)(G) by 100.
(b) The operator shall conduct a measurement in the presence of the EA when
requested.
(c) If it is determined by the EA that the measurements do not accurately reflect the
records, the EA may require the operator to increase the frequency of measurements,
revise the measurement protocol, or both to improve accuracy.
(d) An alternative measurement protocol for determining the amount of organic waste
contained in the residual may be approved by the EA, with concurrence by the
Department. For the purposes of this section, alternative measurement protocols may
include, but are not limited to, measurements made with a different sampling frequency
and/or weight than those specified in this article. The Department shall concur with EA
approval if it finds that the alternative measurement protocol will ensure that the
measurements will be as accurate as those described in Subsection (a)(1) and (2) above.

(e) Organic waste that are textiles, carpet, hazardous wood waste, non-compostable paper and material subject to a quarantine on movement issued by a county agricultural commissioner is not required to be measured as organic waste.

(f) Organic waste sent to an activity listed in Section 18983.1(a) shall constitute landfill disposal.

Note:
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.

Article 4. Record Keeping Requirements.

Section 17896.45. Record Keeping and Reporting Requirements.
Each operator shall meet the following requirements:
(a) Each operator shall maintain records of incoming weights or volumes and outgoing salvage or residual weights or volumes listed in this subdivision in a form and manner approved by the EA. Such records shall be submitted to the EA or the Department upon request; be adequate for overall planning and control purposes; and be as current and accurate as practicable.

(1) The quarterly percentage of organic waste contained in material sent to landfill disposal as calculated pursuant to Section 17896.44.1.

(2) The outgoing weights or volumes of material sent to disposal.

(3) Daily outgoing weights or volumes of organic waste recovered and produced.

(4) Daily outgoing weights or volumes of salvaged materials.

(5) Daily incoming weights of material.

(6) The weight of compostable material sent offsite to any destination(s) other than an authorized permitted solid waste facility or operation.

(b) All records required by this Chapter shall be kept by the operator in one location and accessible for five (5) years and shall be available for inspection by the EA and other duly authorized regulatory agencies during normal working hours.

(c) The operator shall submit copies of specified records to the EA upon request or at a frequency approved by the EA;

(d) The operator shall maintain a daily log book or file of special occurrences encountered during operations and methods used to resolve problems arising from these events, including details of all incidents that required implementing emergency procedures. Special occurrences shall include but are not limited to: fires, injury and property damage, accidents, explosions, receipt or rejection of prohibited wastes, lack of sufficient number of personnel pursuant to section 17896.42, flooding, earthquake damage and other unusual occurrences. In addition, the operator shall notify the EA by telephone within 24 hours of all incidents requiring the implementation of emergency procedures, unless the EA determines that a less immediate form of notification will be sufficient to protect public health and safety and the environment;
(e) The operator shall record any written public complaints received by the operator, including:

(1) the nature of the complaint,
(2) the date the complaint was received,
(3) if available, the name, address, and telephone number of the person or persons making the complaint, and
(4) any actions taken to respond to the complaint;

(f) The operator shall maintain a copy of the written notification to the EA and local health agency of the name, address and telephone number of the operator or other person(s) responsible for the operations as required by section 17896.42;

(g) The operator shall maintain records of employee training as required by section 17896.43;

(h) all in-vessel digestion operations and facilities shall maintain records as required by section 18809 et seq.

(i) The operator shall record all test results generated by compliance with Article 6 of this Chapter, including but not limited to, metal concentrations, physical contamination limits, fecal coliform and Salmonella sp. densities, temperature measurements, and dates of windrow turnings.

(1) The operator shall retain records detailing pathogen reduction methods.

(j) Each operator shall maintain records in accordance with Title 14, California Code of Regulations, Division 7, Chapter 9, Article 9.25, Section 18815 et. seq. The records shall be available for inspections as authorized by that article during normal business hours and retained in the operating record near the site or in an alternative location approved by the Local Enforcement Agency.

(k) The operator shall provide the EA all requested information and other assistance so that the EA can verify that the measurements conducted by the operator are consistent with the requirements of Sections 17896.44.1. The EA shall conduct such verification through:

(1) The review of records required by this section; and
(2) The periodic, direct observation of measurements at a frequency necessary to ensure that the operator is performing such measurements in a manner consistent with this section.

(l) If, at any time, the EA determines that the records required by this section indicate that compostable material is sent offsite to any destination(s) other than an authorized permitted solid waste facility or operation, the EA shall directly observe any compostable material onsite designated for such offsite destination(s). If physical contaminants, based on visual observation, clearly exceed the limits in Section 17852(a)(24.5)(A)1., the EA may require the operator to further process such material.

Note:
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.
Article 6. Digestate Handling Standards

17896.57. Digestate Handling.
(a) Digestate not contained in an in-vessel digester shall, within 24 hours, be:
   (1) stored or processed on-site in a sealed container or sealed structure unless the
   EA approves an alternative handling method after determining the alternative method
   will not pose an additional risk to public health and safety or the environment; or
   (2) incorporated in an on-site aerobic compost process.
      (A) On-site aerobic composting of digestate is allowable only at large volume in-
      vessel digestion facilities that have obtained an In-vessel Digestion Facility Permit
      pursuant to section 17896.13.
      (B) All in-vessel digestion facilities that compost on-site shall comply with the
      sampling requirements of section 17896.58, maximum metal concentrations
      requirements of section 17896.59, the maximum acceptable pathogen
      concentrations requirements of section 17896.60(b)(1), and physical
      contamination limits of section 17896.61; or
      (3) removed from the site and one of the following:
         (A) transported only to another solid waste facility or operation for additional
         processing, composting, or disposal; or
         1. Digestate that is transported to another solid waste facility or operation for
         additional processing or composting shall only be transported to one of the
         following facilities:
            i. A transfer/processing facility or operation that complies with Section
               17409.5.8(a); or
            ii. A compostable material handling facility or operation that, pursuant to
               Section 17667(a)(16), demonstrates that the percentage of organic waste in
               the materials sent to disposal is:
                  i. On and after January 1, 2022, less than 20 percent.
                  ii. On and after January 1, 2024, less than 10 percent.
         (B) used in a manner approved by local, state, and federal agencies having
         appropriate jurisdiction. Any digestate that will be land applied must meet the
         requirements of §Section 17852(a)(24.5);
         (C) disposed in a manner as set forth in the Consolidated Regulations for
         Treatment, Storage, Processing or Disposal of Solid Waste (commencing at Title
         27, California Code of Regulations, section 20005).
(b) Digestate that has not been analyzed for metal concentration pursuant to section
17896.59, pathogen concentration pursuant to section 17896.60(b)(1), and physical
contaminants pursuant to section 17896.61 or is known to contain any metal in amounts
that exceed the maximum metal concentrations described in section 17896.59,
pathogens that exceed the maximum acceptable pathogen concentrations described in
section 17896.60(b)(1), or physical contaminants that exceed the maximum physical
contamination limits described in section 17896.61 shall be designated for disposal,
additional processing, or other use as approved by local, state agencies having
appropriate jurisdiction.

Note: Authority cited: Sections 40502, 43020 and 43021, Public
Resources Code. Reference: Sections 40053, 42652.5, 43020 and 43021, Public
Resources Code, and Section 39730.6, Health and Safety Code.

Chapter 5. Enforcement of Solid Waste Standards and
Administration of Solid Waste Facility Permits; Loan
Guarantees

Article 2.2. LEA Performance Standards, Evaluation Criteria, and
Duties and Responsibilities

Section 18083. LEA Duties and Responsibilities for Inspections.
(a) Pursuant to Public Resources Code Division 30, Parts 4 and 5, and 14 CCR Division
7, Chapters 3 and 5, 27 CCR, Division 2, Subdivision 1 (§20005 et seq.), and its EPP,
the LEA/EA shall inspect and investigate solid waste collection, handling, and storage,
solid waste facilities, operations and disposal sites and equipment to verify compliance
with the state minimum standards, solid waste facilities permits, and related state solid
waste laws and regulations within their purview for the protection of the environment
and the public health. The LEA shall perform these inspections and related duties as
required below, and forward inspection reports to the operator, and/or owner, and the
Department within 30 days of the inspection:
(1) Weekly, for sites operating on performance standards pursuant to 27 CCR
Section 20695;
(2) monthly, for all active and inactive facilities, and for illegal sites and facilities,
pending abatement by enforcement action(s);
(3) at the frequency required by the state minimum standards for each type of
operation specified in 14 CCR Sections 17383.9., 17403.5., and 17896.9. All other
operations regulated under the EA Notification tier shall be inspected by the EA at
least once every three (3) months unless the EA approves, with Department
concurrence, a reduced inspection frequency. The EA may approve a reduced
inspection frequency only if it will not pose an additional risk to public health and
safety or the environment, and in no case shall the inspection frequency be less than
once per calendar year. The EA shall submit a copy of the EA-proposed approval to
the Department. The Department shall concur in the EA-proposed approval only if it
finds that the reduced inspection frequency will not pose an additional risk to public
health and safety or the environment in light of the specific circumstances at the
operation in question. The Department shall concur or deny the EA-proposed
approval within thirty (30) days from receipt.
(4) quarterly, for closed sites, abandoned sites, and sites exempted pursuant to 27
CCR Section 21565. For closed sites, inspections shall be made until no potential
threat exists to public health and safety or the environment. This determination shall
be subject to Department approval. For the purposes of this subsection, the
enumeration, and the workload analysis, a closed site means a site that has ceased
accepting waste and, should be closed, is undergoing closure, or has met applicable
closure requirements;
(A) the Department may approve an alternate inspection frequency for these sites
where such an action will not result in adverse impact on public health and safety
and the environment.
(5) if an LEA has been designated as the EA for waste tire facilities or entered into an
agreement with the Department through a grant program to inspect tire facilities,
major waste tire facilities shall be inspected annually, minor waste tire facilities shall
be inspected at least once every two and a half years pursuant to 14 CCR Section
18443;
(6) upon receipt of a complaint or emergency notification which cannot be resolved
off-site;
(7) as necessary, pursuant to the EPP, upon receipt of a solid waste facilities permit
application, revision, review, RFI amendment, or closure/postclosure plan;
(8) pursuant to the EPP, for solid waste handling and collection equipment; and
(9) at the frequency described in Sections 17409.5.12, 17869(i), and 17896.45(k).
(b) As specified in their EPP pursuant to Section 18077, the LEA/EA shall conduct any
of the above inspections, whenever possible, without prior notice to the owner or
operator, on randomly selected days, during normal business hours or the site’s
operating hours.

Note:
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.
Reference: Sections 40053, 42652.5, 43020 and 43021, Public Resources Code and
Section 39730.6, Health and Safety Code.

Chapter 9. Planning Guidelines and Procedures for Preparing
and Revising Countywide Integrated Waste Management
Plans

Article 9.25 Recycling and Disposal Reporting System

Section 18815.4 Reporting Requirements for Haulers.
(a) A self-hauler shall provide the jurisdiction of origin for all material delivered to each
transfer/processor or disposal facility. A self-hauler does not have to report to the
Department, unless they are a food waste self-hauler.
(b) Food waste self-haulers shall report to the Department the tons of food waste sent
as follows:
   (1) To a reporting entity inside California, report the tons of each material type,
pursuant to section 18815.9 of this article, and their contact information and RDRS
number.
   (2) To an end user inside or outside California, report the tons of each material type,
pursuant to section 18815.9 of this article, sent to each end user category, by region,
pursuant to section 18815.3(k) of this article.
   (3) To a recycling or composting facility or operation outside California, report the
tons of each material type, pursuant to section 18815.9 of this article, by region,
pursuant to section 18815.3(l) of this article.
(4) To each transfer/processor or disposal facility outside California, report the tons of each material type, pursuant to section 18815.9 of this article, sent to each person, and their contact information.

(c) A contract hauler shall provide the following information to a receiving reporting entity for all tons delivered, using the methods described in section 18815.9 of this article. A hauler shall provide the information at the time of delivery, unless both the hauler and receiving facility have previously agreed to periodic reports in lieu of providing information at the time of delivery. In all cases, the hauler shall provide the information to the receiving reporting entity within 30 days of the end of the reporting period.

(1) For solid waste hauled:

(A) A hauler shall provide the jurisdiction of origin for all material sent to each transfer/processor or disposal facility; and

(B) If requested by a transfer/processor or disposal facility, then a hauler shall provide the source sector for all material delivered to each broker or transporter, transfer/processor, or disposal facility, in tons or by percentage using the methods provided in section 18815.9 of this article.

(d) A contract hauler who takes material directly from a generator and hauls it to land application or to a person outside the state shall report to the Department. In their report to the Department, a contract hauler shall provide the following information for tons hauled, using the methods described in section 18815.9 of this article:

(1) Directly from a generator to land application, the tons of each material type sent by region, pursuant to section 18815.3(k) of this article.

(2) Directly from a generator to a person outside the state:

(A) For solid waste, the total tons by jurisdiction of origin for all material sent to a disposal facility or transfer/processor, their contact information, and an estimate of the overall source sector tons or percentages for waste sent.

(B) For green material sent to each transfer/processor or disposal facility for potential beneficial reuse, the tons by jurisdiction of origin, and the contact information of the receiving facility.

(C) For non-green material sent to each transfer/processor or disposal facility for potential beneficial reuse, the tons by material type, pursuant to section 18815.9, and the contact information of the receiving facility.

(D) For disaster debris and designated waste sent to each transfer/processor or disposal facility, the tons of each stream, and the contact information of the receiving facility.

(E) For material sent to recycling or composting facilities or operations, the tons of each material type sent by region.

(F) To end users, the tons of each material sent to each end user category by region, pursuant to section 18815.3(k) of this article.

(3) A hauler shall submit their report to the Department by the following due dates for each reporting period:

(A) Reporting period 1 due April 30,

(B) Reporting period 2 due July 31,

(C) Reporting period 3 due October 31, and

(D) Reporting period 4 due January 31.
(e) For the purposes of RDRS reporting, the Department shall not require a hauler to submit information regarding specific collection locations or customers when providing jurisdiction of origin, material type or source sector information to other reporting entities or to the Department as part of a quarterly report.

(1) A jurisdiction is not precluded from requiring this information through franchise agreements, contracts, local ordinances, section 41821.5(g) of the Public Resources Code, or other authority it may have.

(2) The Department may require a hauler to submit this information in lieu of an audit, or as part of an audit or administrative proceeding.

(f) Commencing January 1, 2022, a hauler providing an organic waste collection service pursuant to Article 3, Chapter 12 of this division shall identify, for all materials delivered to each receiving reporting entity, whether the material is:

(1) Collected from a “source separated organic waste collection stream” as defined in Section 17402 (a)(26.6) of this division.

(2) Collected from “mixed waste organics collection stream” as defined in in Section 17402 (a)(11.5) of this division that is required to be transported to a high diversion organic waste processing facility.

(g) Notwithstanding Subdivision (b), a hauler shall provide the information required by Subdivision (f) at the time of delivery.

Note: Authority Cited: Sections 40502 and 41821.5, Public Resources Code. Reference: Sections 41821.5, and 41821.6, and 42652.5, Public Resources Code and Section 39730.6, Health and Safety Code.

Section 18815.5 Reporting Requirements for Transfer/Processors.

(a) In their report to the Department, a transfer/processor shall provide the following information, using the methods in described in section 18815.9 of this article:

(1) For all tons accepted:

(A) From another transfer/processor, report the tons of each of the following streams: solid waste, disaster debris, designated waste, green material potential beneficial reuse, and all other potential beneficial reuse accepted from each facility. Report the sending facility's contact information and RDRS number, if applicable.

(B) For direct-hauled material, report the total aggregated tons of each of the following streams: solid waste, disaster debris, designated waste, green material potential beneficial reuse, and all other potential beneficial reuse. The tonnages for solid waste and green material potential beneficial reuse shall be further divided by jurisdiction of origin.

(C) Include accepted residuals generated by a recycling or composting facility or operation that is reporting under the same RDRS number as a transfer/processing facility or operation, pursuant to section 18815.3(d)(4) of this article, in the total tons accepted as direct-hauled, pursuant to subsection (1)(B), assigning the tons to the jurisdiction within which the site is located.

(2) For all tons sent to recyclers, composters, brokers, transporters, or end users pursuant to section 18815.9 of this article:
(A) To a recycling or composting facility or operation with a different RDRS number inside California, report the tons by material type, pursuant to section 18815.9(a) of this article, and their contact information and RDRS number, if applicable.

(B) To an end user, report the tons of each material type, pursuant to section 18815.9(a) of this article, sent to each end user category by region, pursuant to section 18815.3(k) of this article.

(C) To a broker or transporter:
   (i) In cases where the final destination of the material is determined by the reporting transfer/processor, report pursuant to subsections (a)(2)(A), (a)(2)(B), and (a)(2)(E).
   (ii) In cases where the final destination of the material is not determined by the reporting transfer/processor, report tons of each material type, pursuant to section 18815.9(a) of this article, sent to each broker or transporter and their contact information and RDRS number, if applicable.

(D) To a recycling or composting facility or operation with the same RDRS number, report pursuant to section 18815.9(h) of this article.

(E) To a recycling or composting facility or operation outside California, report the tons of each material type by region.

(3) For all tons sent to transfer/processors or disposal facilities inside or outside California of each of the following streams: recycling and composting, solid waste, disaster debris, designated waste, green material potential beneficial reuse, and all other potential beneficial reuse:
   (A) To each transfer/processor or disposal facility, report the tons of each stream, and their contact information and RDRS number, if applicable. Report the percentage of solid waste and green material potential beneficial reuse received from each transfer/processor, and the total percentage of materials that were direct-hauled, pursuant to subsection (a)(1)(B). The percentage that was direct-hauled shall be further divided into the jurisdictions of origin of solid waste and green material potential beneficial reuse.
   (B) For all tons of solid waste, the percentage that was direct-hauled, pursuant to subsection (a)(1)(B), shall be divided into source sectors, using methods described in section 18815.9(c) of this article. Source sector shall be reported to the department as a facility-wide estimate.
   (C) For all other material sent for potential beneficial reuse to a landfill or other transfer/processor inside or outside California, report the tons sent to each facility by material type, pursuant to section 18815.9(a)(3) of this article, and the facility's contact information and RDRS number, if applicable.
   (D) For material sent for recycling to each transfer/processor or disposal facility with a different RDRS number inside California, report the tons by material type, and the facility's contact information and RDRS number, if applicable.
   (E) For material sent for recycling to each transfer/processor or disposal facility outside California, report the tons by material type and region.

(b) A transfer/processor shall report to the Department by the following due dates for each reporting period:
   (1) Reporting period 1 due May 31,
(2) Reporting period 2 due August 31,
(3) Reporting period 3 due November 30, and
(4) Reporting period 4 due February 28.
(c) With the exception of reporting entities who fail to provide required information, for
the purposes of RDRS reporting, the Department shall not require a transfer/processor
to submit information regarding the identities of individual haulers when providing
jurisdiction of origin, or source sector information to the Department as part of a
quarterly report. The Department shall not require a transfer/processor to submit
information regarding the identities of individual end users when providing material type
or region to the Department as part of their report.
   (1) A jurisdiction is not precluded from requiring this information through franchise
agreements, contracts, local ordinances, section 41821.5(g) of the Public Resources
Code, or other authority it may have.
   (2) The Department may require a transfer/processor to submit this information in lieu
of an audit, or as part of an audit or administrative proceeding.
(d) Commencing with the first reporting period in 2022, and in each subsequent
reporting period thereafter:
   (1) A reporting receiving facility that receives material from a “mixed waste organic
collection stream” as defined in Section 17402 (a)(11.5) of this division shall, for the
purposes of determining the annual average organic content recovery rate for
organic waste received from the mixed waste organic collection stream as specified
in Sections 18984.3 and 17409.5.1 of this division, report the following to the
Department:
      (A) The sum of outgoing weights of organic waste recovered from the mixed waste
organic collection stream as determined pursuant to Section 17409.5.1(c)(1) of
this division.
      (B) The sum of outgoing weights of organic waste from the mixed waste organic
collection stream that is sent to disposal as determined pursuant to Section
17409.5.1(c)(2) of this division.
      (C) The sum of records in Sections 17414.2(a)(2), 17414.2(a)(3), and 17414.2
(a)(6) of outgoing and incoming weights of material from the mixed waste organic
collection stream.
(2) A reporting receiving facility that receives material from a “source separated
organic waste collection stream” as defined in Section 17402(a)(26.6) shall report the
following to the Department:
      (A) The sum of outgoing weights of organic waste recovered from the source
separated organic collection stream as determined pursuant to Section 17409.5.1
(d)(1) of this division.
      (B) The sum of outgoing weights of organic waste recovered from the source
separated organic collection stream as determined pursuant to Section
17409.5.1(d)(2) of this division.
      (C) The sum of weights required to be recorded pursuant to Sections 17414.2
(a)(4), 17414.2(a)(5), and 17414.2 (a)(7) of outgoing and incoming weights of
material from the source separate organic waste collection stream.
(e) The Department shall determine if a facility meets or exceeds the recovery efficiency percentages as specified in the definition of a “high diversion organic waste processing facility” in Section 18982(a)(33) in the following manner:

(1) The Department shall determine the quarterly recovery efficiency by dividing the total weight of recovered organic waste reported in Subdivision (d)(1)(A) [Recovered Organics (RO)] by the combined total weight of recovered and disposed organic waste reported in Subdivision (d)(1)(A) and Subdivision (d)(1)(B) [Total Available Mixed Waste Organics (TAMWO)]; RO/TAMWO = Recovery Efficiency.

(2) The Department shall use the total weights for the immediately previous four quarters to determine the facility’s annual recovery efficiency which shall constitute the annual average mixed waste organic content recovery rate for the purposes of section 18984.3 of this division.

(3) The annual average mixed waste organic content recovery rate shall be determined by using the last four quarterly rates. A new annual average shall be calculated each quarter.

(f) The Department shall determine if a facility meets or exceeds the annual average source separated organic content recovery rates specified for a “designated source separated organic waste facility” as defined in Section 18982(a)(14.5) of this division in the following manner:

(1) The Department shall determine the quarterly recovery efficiency by dividing the total weight of recovered organic waste reported in Subdivision (d)(2)(A) [Recovered Organics (RO)] by the combined total weight of recovered and disposed organic waste reported in Subdivision (d)(2)(A) and Subdivision (d)(2)(B) [Total Available Source Separated Organic Waste (TASSOW)]; RO/TASSOW = Recovery Efficiency.

(2) The Department shall use the total weights for the immediately previous four quarters to determine the facility’s annual recovery efficiency which shall constitute the annual average source separated organic content recovery rate for the purposes of Sections 18982(a)(14.5) and 18998.1 of this division. A new annual average shall be calculated each quarter.

(g) A reporting receiving facility subject to the requirements of Section 17409.5.7 shall report the following to the Department:

(1) The average ratio of remnant organic waste to non-organic waste measured in the gray container waste evaluation samples performed by the facility pursuant to Section 17409.5.7.

Note: Authority Cited: Sections 40502 and 41821.5, Public Resources Code.
Reference: Sections 41821.5 and 41821.6 and 42652.5, Public Resources Code, and Section 39730.6, Health and Safety Code.

Section 18815.7 Reporting Requirements for Recycling and Composting Facilities and Operations.

(a) In their report to the Department, a recycling or composting facility or operation shall provide the following information for all tons handled, using the methods described in section 18815.9 of this article:

(1) For materials sent for disposal or potential beneficial reuse to each transfer/processor or disposal facility with a different RDRS number inside or outside
California, report the tons of each material type, pursuant to section 18815.9(a) of this article, and their contact information and RDRS number, if applicable.

(2) For materials sent to each recycling or composting facility or operation with a different RDRS number, or for recycling at each transfer/processor with a different RDRS number inside California, report the tons of each material type, pursuant to section 18815.9(a) of this article, and their contact information and RDRS number, if applicable.

(3) For materials sent to a recycling or composting facility or operation with the same RDRS number, report pursuant to section 18815.9(h) of this article.

(4) For intermediate products sent to end users inside or outside California, report the tons of each material type, pursuant to section 18815.9(a) of this article, sent to each end user category by region, pursuant to section 18815.3(k) of this article.

(5) For materials sent to a broker or transporter:

(A) In cases where the final destination of the material is determined by the reporting recycling or composting facility or operation, report pursuant to subsections (a)(1), (a)(2), (a)(4), and (a)(6), as applicable.

(B) In cases where the final destination of the material is not determined by the reporting recycling or composting facility or operation, report tons of each material type, pursuant to section 18815.9(a) of this article, sent to each broker or transporter and their contact information and RDRS number, if applicable.

(6) For materials sent to each recycling or composting facility or operation outside California, or for recycling at a transfer/processor outside California, report the tons of each material type by region.

(b) A recycling or composting facility or operation is not required to report on material sold for reuse or transferred for reuse.

(c) A recycler who handles business-to-business post-industrial materials, but also handles materials that do not meet the criteria in section 18815.2(a)(8) of this article, shall:

(1) Report as a recycler pursuant to this section for all materials that do not meet the criteria for business-to-business post-industrial recycling, and

(2) Not include information or tonnages associated with the business-to-business post-industrial materials recycled as defined in section 18815.2(a)(8) of this article.

(d) A recycling or composting facility or operation shall report to the Department by the following due dates for each reporting period:

(1) Reporting period 1 due May 31,

(2) Reporting period 2 due August 31,

(3) Reporting period 3 due November 30, and

(4) Reporting period 4 due February 28.

(e) With the exception of other reporting entities, for the purposes of RDRS reporting, the Department shall not require a recycling and composting facility or operation to submit information regarding the identities of individual end users, suppliers, or customers when providing material type information to the Department as part of a quarterly report.

(1) A jurisdiction is not precluded from requiring this information through franchise agreements, contracts, local ordinances, section 41821.5(g) of the Public Resources Code, or other authority it may have.
(2) The Department may require that a recycler/composter submit this information in lieu of an audit, or as part of an audit or administrative proceeding.

(f) Commencing with first reporting period in 2022, and in each subsequent reporting period thereafter:

(1) A recycling or compost facility or operation shall, if applicable, additionally report the following to the Department:

(A) The percentage of organic waste contained in materials sent to landfill disposal as calculated pursuant to Section 17869(e)(1) or 17896.45(a)(1).

Note: Authority Cited: Sections 40502 and 41821.5, Public Resources Code.
Reference: Sections 41821.5, and 41821.6 and 42652.5, Public Resources Code and 39730.6, Health and Safety Code.

Chapter 12: Short-lived Climate Pollutants

General Provisions

Section 18981. 1. Scope of Chapter.

(a) This chapter establishes the regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to achieve the organic waste disposal reduction targets codified in Section 39730.6 of the Health and Safety Code and Chapter 13.1 of Division 30 of the Public Resources Code.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Sections 40002, 42652.5, 42654; and Health and Safety Code Section 39730.6.

Section 18981. 2. Implementation Requirement on Jurisdictions.

(a) By January 1, 2022, a jurisdiction shall adopt enforceable ordinance(s), or similarly enforceable mechanisms that are consistent with the requirements of this chapter, to mandate that organic waste generators, haulers, and other entities subject to the requirements of this chapter that are subject to the jurisdiction's authority comply with the requirements of this chapter.

(b) A jurisdiction may designate a public or private entity to fulfill its responsibilities under this chapter. A designation shall be made through any one or more of the following:

(1) Contracts with haulers or other private entities; or

(2) Agreements such as MOUs with other jurisdictions, entities, regional agencies as defined in Public Resources Code Section 40181, or other government entities, including environmental health departments.

(c) Notwithstanding Subdivision (b) of this section, a jurisdiction shall remain ultimately responsible for compliance with the requirements of this chapter.

(d) Nothing in this chapter authorizes a jurisdiction to delegate its authority to impose civil penalties, or to maintain an action to impose civil penalties, to a private entity.
(e) If a jurisdiction designates another entity as allowed in Subdivision (b) of this section, the jurisdiction shall include copies of all agreements and contracts in the Implementation Record required by Section 18995.2.

(f) Nothing in this section authorizes a jurisdiction to require a public or private entity to fulfill its obligations under this chapter without designating the entity through a mechanism authorized in Subdivision (b) of this Section.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Sections 42652.5, 42654; and Health and Safety Code Section 39730.6.

Article 1. Definitions

Section 18982. Definitions.

(a) Except as otherwise provided, the following definitions shall govern the provisions of this chapter:

(1) "Activities that constitute landfill disposal" are activities described in Subdivision (a) of Section 18983.

(2) "Alternative daily cover (ADC)" has the same meaning as in Section 20690 of Title 27 of the California Code of Regulations (CCR).

(3) "Alternative intermediate cover (AIC)" has the same meaning as in Section 20700 of Title 27 of the California Code of Regulations.

(3.5) "Biomass conversion" has the same meaning as in Public Resources Code, Section 40106.

(4) "Biosolids" has the same meaning as Section 17852(a)(9) of this division.

(5) "Blue container" means a container where either:

(A) The lid of the container is blue in color.

(B) The body of the container is blue in color and the lid is either blue, gray, or black in color. Hardware such as hinges and wheels on a blue container may be any color.

(5.5) "Brown container" means a container where either:

(A) The lid of the container is brown in color.

(B) The body of the container is brown in color and the lid is either brown, gray, or black in color. Hardware such as hinges and wheels on a brown container may be any color.

(6) "Commercial business" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling.

(A) A multifamily residential dwelling that consists of fewer than five units is not a commercial business for the purposes of this chapter.

(7) "Commercial edible food generator" includes a Tier One or a Tier Two commercial edible food generator as defined in Subdivisions (a)(73) and (a)(74) of this section. For the purposes of this chapter, food recovery organizations and food recovery services are not commercial edible food generators.

(8) "Community composting" means any activity that composes green material, agricultural material, food material, and vegetative food material, alone or in
combination, and the total amount of feedstock and compost on-site at any one time
does not exceed 100 cubic yards and 750 square feet, as specified in Section
17855(a)(4).
(9) "Compliance review" means a review of records by a jurisdiction or the
Department to determine compliance with subscribing to an organic waste collection
service as required by this chapter.
(10) "Compost" has the same meaning as in Section 17896.2(a)(4).
(11) "Compostable material" has the same meaning as in Section 17852(a)(11).
(12) "Compostable material handling operation" or "facility" has the same meaning as
in Section 17852(a)(12).
(13) "Consumer" has the same meaning as in Section 113757 of the Health and
Safety Code.
(14) "Container contamination" or "contaminated container" means a container,
regardless of color, that contains prohibited container contaminants as defined in
Subdivision (a)(55).
(14.5) "Designated source separated organic waste facility" means a solid waste
facility that accepts a source separated organic waste collection stream as defined in
Section 17402(a)(26.6) and complies with one of the following:
(A) The facility is a "transfer/processor," as defined in Section 18815.2(a)(62), that
is in compliance with the reporting requirements of Section 18815.5(d), and meets
or exceeds an annual average source separated organic content recovery rate of
50 percent between January 1, 2022 and December 31, 2024 and 75 percent on
and after January 1, 2025 as calculated pursuant to Section 18815.5(f) for organic
waste received from the source separated organic waste collection stream.
1. If a transfer/processor has an annual average source separated organic
content recovery rate lower than the rate required in paragraph (A) of this
section for two (2) consecutive reporting periods, or three (3) reporting periods
within three (3) years, the facility shall not qualify as a "Designated source
separated organic waste facility."
(B) The facility is a "composting operation" or "composting facility" as defined in
Section 18815.2(a)(13) that pursuant to the reports submitted under Section
18815.7 demonstrates that the percent of the material removed for landfill disposal
that is organic waste is less than the percent specified in Section 17409.5.8(c)(2) or
17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the
digestate handling requirements specified in Section 17896.57.
1. If the percent of the material removed for landfill disposal that is organic
waste is more than the percent specified in Section 17409.5.8(c)(2) or
17409.5.8(c)(3) for two (2) consecutive reporting periods, or three (3) reporting
periods within three (3) years, the facility shall not qualify as a "Designated
source separated organic waste facility."
(15) "Designee" means an entity that a jurisdiction contracts with or otherwise
arranges to carry out any responsibilities of this chapter, as authorized in Section
18981.2 of this chapter. A designee may be a government entity, a hauler, a private
entity, or a combination of those entities.
(16) "Diesel gallon equivalent" means the amount of renewable gas transportation
fuel that has the equivalent energy content of one gallon of conventional diesel.
(16.5) "Digestate" means the solid and/or liquid material remaining after organic material has been processed in an in-vessel digester.

(17) "Direct service provider" means a person, company, agency, district, or other entity that provides a service or services to a jurisdiction pursuant to a contract or other written agreement.

(18) "Edible food" means food intended for human consumption.

(A) For the purposes of this chapter, "edible food" is not solid waste if it is recovered and not discarded.

(B) Nothing in this chapter requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code.

(19) "Enforcement action" means an action of a jurisdiction or the Department to ensure compliance with this chapter, including, but not limited to, issuing notices of violation, accusations, or other remedies.

(20) "Facility that recovers source separated organic waste" means a facility that handles source separated organic waste separately from any other wastes as required in Section 17409.5.6.

(21) "Food" has the same meaning as in Section 113781 of the Health and Safety Code.

(22) "Food distributor" means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores.

(23) "Food facility" has the same meaning as in Section 113789 of the Health and Safety Code.

(24) "Food recovery" means actions to collect and distribute food for human consumption which otherwise would be disposed.

(25) "Food recovery organization" means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities including, but not limited to:

(A) A food bank as defined in Section 113783 of the Health and Safety Code;

(B) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and

(C) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

(26) "Food recovery service" means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery.

(27) "Food service provider" means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.

(27.5) "Fluorinated greenhouse gas" or "fluorinated GHG" means sulfur hexafluoride (SF₆), nitrogen trifluoride (NF₃), and any fluorocarbon except for controlled substances as defined at 40 CFR Part 82, Subpart A, (May 1995), which is hereby incorporated by reference, and substances with vapor pressures of less than 1 mm of Hg absolute at 25 °C. With these exceptions, "fluorinated GHG" includes any hydrofluorocarbon, any perfluorocarbon, any fully fluorinated linear, branched or
cyclic alkanes, ethers, tertiary amines or aminoethers, any perfluoropolyether, and any
hydrofluoropolyether.

(27.6) "Global warming potential" or "GWP" means the ratio of the time-integrated
radiative forcing from the instantaneous release of one kilogram of a trace substance
relative to that of one kilogram of a reference gas (i.e., CO₂). The GWP values are as
specified in the Table A-1 to Subpart A of Title 40 Code of Federal Regulations Part
98 as published in the CFR on 12/11/2014, which is hereby incorporated by
reference.

(28) "Gray container" means a container where either:
(A) The lid of the container is gray or black in color.
(B) The body of the container is entirely gray or black in color and the lid is gray or
black in color. Hardware such as hinges and wheels on a gray container may be
any color.

(28.5) "Gray container collection stream" has the same meaning as defined in
Section 17402.

(29) "Green container" means a container where either:
(A) The lid of the container is green in color.
(B) The body of the container is green in color and the lid is green, gray, or black
in color. Hardware such as hinges and wheels on a green container may be any
color.

(29.5) "Greenhouse gas" means carbon dioxide (CO₂), methane (CH₄), nitrous oxide
(N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons (HFC), perfluorocarbons (PFC),
and other fluorinated greenhouse gases as defined in this section.

(29.6) "Greenhouse gas emission reduction" or "greenhouse gas reduction" means a
calculated decrease in greenhouse gas emissions relative to a project baseline over
a specified period of time.

(30) "Grocery store" means a store primarily engaged in the retail sale of canned
food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any
area that is not separately owned within the store where the food is prepared and
served, including a bakery, deli, and meat and seafood departments.

(30.5) "Hazardous wood waste" means wood that falls within the definition of
"Treated wood" or "Treated wood waste" in Section 67386.4 of Title 22 of the
California Code of Regulations.

(31) "Hauler" has the same meaning as in Section 18815.2(a)(32).

(31.5) "Hauler route" means the designated itinerary or sequence of stops for each
segment of the jurisdiction's collection service area.

(32) "Health facility" has the same meaning as in Section 1250 of the Health and
Safety Code.

(33) "High diversion organic waste processing facility" means a facility that is in
compliance with the reporting requirements of Section 18815.5(d) and meets or
exceeds an annual average mixed waste organic content recovery rate of 50 percent
between January 1, 2022 and December 31, 2024, and 75 percent after January 1,
2025 as calculated pursuant to Section 18815.5(e) for organic waste received from
the "Mixed Waste Organic Collection Stream" as defined in Section 17402(a)(11.5).

(34) "Hotel" has the same meaning as in Section 17210 of the Business and
Professions code.
(35) “Inspection” means a site visit where a jurisdiction or the Department reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of organic waste or edible food handling to determine if the entity is complying with requirements set forth in this chapter.

(36) “Jurisdiction” means a city, county, a city and county, or a special district that provides solid waste collection services. A city, county, a city and county, or a special district may utilize a Joint Powers Authority to comply with the requirements of this chapter, except that the individual city, county, city and county, or special district shall remain ultimately responsible for compliance.

(37) “Jurisdiction of residence” means the jurisdiction where a generator who is a self-hauler generated organic waste.

(38) “Large event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

(39) “Large venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For the purposes of this chapter, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For the purposes of this chapter, a site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue.

(39.5) “Lifecycle greenhouse gas emissions” or “Lifecycle GHG emissions” means the aggregate quantity of greenhouse gas emissions (including direct and indirect emissions), related to the full lifecycle of the technology or process that an applicant wishes to have assessed as a possible means to reduce landfill disposal of organic waste. The lifecycle analysis of emissions includes all stages of organic waste processing and distribution, including collection from a recovery location, waste processing, delivery, use of any finished material by the ultimate consumer, ultimate use of any processing materials. The mass values for all greenhouse gases shall be adjusted to account for their relative global warming potential.

(40) “Local education agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to solid waste.

(41) “Non-compostable paper” includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process.

(42) “Non-local entity” means an entity that is an organic waste generator but is not subject to the control of a jurisdiction’s regulations related to solid waste. These entities may include, but are not limited to, special districts, federal facilities, prisons, facilities operated by the state parks system, public universities, including community colleges, county fairgrounds, and state agencies.
(43) "Non-organic recyclables" means non-putrescible and non-hazardous recyclable wastes, including, but not limited to, bottles, cans, metals, plastics, and glass.
(44) "Notice and Order to Correct (NOTC)" means a notice that a violation has occurred and that failure to correct the violation may result in a penalty.
(45) "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties.
(46) "Organic waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.
(47) "Organic waste disposal reduction target" is the statewide target to reduce the disposal of organic waste by 50 percent by 2020 and 75 percent by 2025, based on the 2014 organic waste disposal baseline, set forth in Section 39730.6 of the Health and Safety Code.
(48) "Organic waste generator" means a person or entity that is responsible for the initial creation of organic waste.
(49) "Organic waste recovery activities" or "recovery" means any activity or process described in Section 18983.1(b).
(50) "Organic Waste Recovery Noncompliance Inventory" means a list of entities that have uncorrected violations of the standards contained in this chapter.
(51) "Paper products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling.
(52) Paper purchase" means all purchases by a jurisdiction of items in the following categories:
   (A) Paper products,
   (B) Printing and writing papers,
(52.5) "Performance-based source separated collection service" means a solid waste collection service that meets the requirements of Section 18983.1(a).
(52.6) "Permanent" means, in the context of the determination of processes or technologies that constitute a reduction in landfill disposal, that greenhouse gas emissions reductions are not reversible, or when these emissions reductions may be reversible, that mechanisms are in place to replace any reversed greenhouse gas emissions reductions to ensure that all reductions endure for at least 100 years.
(53) "Person" has the same meaning as in Section 40170 of the Public Resources Code.
(54) "Printing and writing papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.
(55) "Prohibited container contaminants" means any of the following, but does not include organic waste specifically allowed for collection in a container that is required to be transported to a high diversion organic waste processing facility if the waste is
specifically identified as acceptable for collection in that container in a manner that
complies with the requirements of Section 18984.1, 18984.2, or 18984.3.
(A) Non-organic waste placed in a green container that is part of an organic waste
collection service provided pursuant to Section 18984.1 or 18984.2.
(B) Organic wastes that are, carpet, hazardous wood waste, or non-compostable
paper placed in the green container that is part of an organic waste collection
service provided pursuant to Section 18984.1 or 18984.2.
(C) Organic wastes, placed in a gray container, that pursuant to Section 18984.1
or 18984.2 were intended to be collected separately in the green container or blue
container.
(D) Organic wastes placed in the blue container shall be considered prohibited
container contaminants when those wastes were specifically identified in this
chapter or through a local ordinance for collection in the green container for
recovery. Paper products, printing and writing paper, wood and dry lumber may be
considered acceptable and not considered prohibited container contaminants if
they are placed in the blue container.
(56) “Processing” has the same meaning as in Section 17402(a)(20).
(56.5) “Project baseline” means, in the context of “greenhouse gas emission
reduction” or “greenhouse gas reduction,” and in the context of an application
submitted pursuant to Section 18983.2, a conservative estimate of the business-as-
usual greenhouse gas emissions that would have occurred if the organic waste
proposed for recovery was disposed in an activity that constitutes landfill disposal.
This estimate may include greenhouse gas emissions associated with the production
and use of products replaced by a Section 18983.2 technology or process.
(57) “Property owner” means the owner of real property.
(58) “Publicly owned treatment works” or “POTW” has the same meaning as in
Section 403.3(r) of Title 40 of the Code of Federal Regulations.
(59) “Recovered organic waste product procurement target” means the amount of
organic waste in the form of a recovered organic waste product which a jurisdiction is
required to procure annually.
(60) “Recovered organic waste products” means products made from California,
landfill-diverted recovered organic waste processed at a permitted or otherwise
authorized operation or facility.
(60.5) “Recovery location” includes the closest aggregating hub used to recover the
organic waste after collection. This could include but is not limited to a transfer
facility, recycling facility, or recovery facility.
(61) “Recycled content paper” means paper products and printing and writing paper
that consists of at least 30 percent, by fiber weight, postconsumer fiber.
(62) “Renewable gas” means gas derived from organic waste that has been diverted
from a landfill and processed at an in-vessel digestion facility that is permitted or
otherwise authorized by Title 14 to recover organic waste.
(63) “Residual organic waste” means waste that remains after organic waste has
been processed which is then sent to landfill disposal.
(64) “Restaurant” means an establishment primarily engaged in the retail sale of food
and drinks for on-premises or immediate consumption.
(65) “Route review” means a visual inspection of containers along a hauler route for the purpose of determining container contamination and may include mechanical inspection methods such as the use of cameras.

(66) “Self-hauler” means a person who hauls solid waste, organic waste or recovered material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste.

(A) “Back-haul” means generating and transporting organic waste to a destination owned and operated by the generator using the generator’s own employees and equipment.

(67) “Sewage sludge” means the solid, semisolid, or liquid residue generated during the treatment of domestic sewage in a municipal wastewater treatment facility. Sewage sludge includes solids removed or used during primary, secondary, or advanced wastewater treatment processes. Sewage sludge does not include grit or screening material generated during preliminary treatment of domestic sewage at a POTW.

(68) “Share table” has the same meaning as in Section 114079 of the Health and Safety Code.

(68.5) “Source sector” has the same meaning as in Section 18815.2(a)(58).

(69) “Source separated organic waste” means organic waste that is placed in a container that is specifically intended for the separate collection of organic waste by the generator.

(70) “Source separated organic waste collection stream” has the same meaning as defined in Section 17402(a)(26.6).

(70.5) “Special district” has the same meaning as Section 41821.2 of the Public Resources Code.

(71) “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items.

(72) “The 2014 organic waste disposal baseline” means the total tons of organic waste disposed statewide in 2014 as calculated by the Department.

(73) “Tier one commercial edible food generator” means a commercial edible food generator that is one of the following:

(A) Supermarket.
(B) Grocery store with a total facility size equal to or greater than 10,000 square feet.
(C) Food service provider.
(D) Food distributor.
(E) Wholesale food vendor.

(74) “Tier two commercial edible food generator” means a commercial edible food generator that is one of the following:

(A) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
(B) Hotel with an on-site food facility and 200 or more rooms.
(C) Health facility with an on-site food facility and 100 or more beds.
(D) Large venue.
(E) Large event.
(F) A state agency with a cafeteria with 250 or more seats or a total cafeteria facility size equal to or greater than 5,000 square feet.

(G) A local education agency with an on-site food facility.

(75) “Uncontainerized green waste and yard waste collection service” or “uncontainerized service” means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator’s house or place of business for collection and transport to a facility that recovers source separated organic waste.

(76) “Wholesale food vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Sections 42652.5, 42654; and Health and Safety Code Sections 39730.6 and 39730.8.

Article 2. Landfill Disposal and Reductions in Landfill Disposal

Section 18983.1 Landfill Disposal and Recovery.

(a) The following disposions of organic waste shall be deemed to constitute landfill disposal:

(1) Final deposition at a landfill.

(2) Use as Alternative Daily Cover or Alternative Intermediate Cover at a landfill.

(A) The use of non-organic material as landfill cover shall not constitute landfill disposal of organic waste.

(3) Any other disposition not listed in Subdivision (b) of this section.

(b) Organic waste sent to one of the following facilities, operations, or used for one of the following activities, and not subsequently sent for landfill disposal, shall be deemed to constitute a reduction of landfill disposal.

(1) An operation that qualifies as a “Recycling Center” as set forth in Section 17402.5(d) or is listed in Section 17402.5(c) of this division.

(2) A “Compostable Material Handling Operation or Facility” as defined in Section 17652(a)(12) of this division, small composting activities that would otherwise be excluded from that definition pursuant to Section17855(a)(4) of this division, or community composting as defined in Section 18982(a)(8).

(3) An “In-vessel Digestion Operation or Facility” as listed in Section 17896.5 of this division, or activities that would otherwise not be subject to the in-vessel digestion requirements pursuant to Section 17896.6 of this division.

(4) A Biomass Conversion operation or facility as defined in Section 40106 of the Public Resources Code.

(5) Used as a soil amendment for erosion control, revegetation, slope stabilization, or landscaping at a landfill, when the material is used in a manner that complies with the following criteria:

(A) The material has been processed at a solid waste facility, as defined in Section 40194 of the Public Resources Code; and
(B) The use shall be:

1. Restricted to those organic wastes appropriate for the specific use and in accordance with engineering, industry guidelines or other standard practices specified in the Report of Disposal Site Information, as required by 27 CCR, Section 21600(b)(6).
2. Restricted to quantities of solid wastes no more than necessary to meet the minimum requirements of Subdivision (b)(5)(B)(1).
3. Stored and handled in a manner to protect public health and safety and the environment, and control vectors, fires, odors, and nuisances.

(C) The material applied is never more than 12 inches in depth.

(6) Land application, of compostable material consistent with Section 17852(a)(24.5) of this division, is subject to the following conditions on particular types of compostable material used for land application:

(A) Green waste or green material used for land application shall meet the definition of Section 17852(a)(21) and shall have been processed at a solid waste facility, as defined by Section 40194 of the Public Resources Code.

(B) Biosolids used for land application shall:

1. Have undergone anaerobic digestion or composting, as defined in Part 503, Title 40 of the Code of Federal Regulations, Appendix B, sections (A)(1) and (A)(4), as amended August 4, 1999, which is hereby incorporated by reference; and
2. Meet the requirements in Section 17852(a)(24.5)(B)(6) of this division for beneficial reuse of biosolids.

(C) Digestate used for land application shall:

1. Have been anaerobically digested at an in-vessel digestion operation or facility, as described in Sections 17896.8 through 17896.13; and
2. Meet the land application requirements described in Section 17852(a)(24.5) A.
3. Have obtained applicable approvals from the State and/or Regional Water Quality Control Board requirements.

(7) Lawful use as animal feed, as set forth in Chapter 6 of Food and Agricultural Code (FAC), commencing with Section 14901 et. seq and Title 3, Division 4, Chapter 2, Subchapter 2 commencing with Article 1, Section 2675 of the Code of California Regulations.

(8) Other operations or facilities with processes that reduce short-lived climate pollutants as determined in accordance with Section 18983.2.

(c) For the purposes of this section, the term "landfill" includes permitted landfills, landfills that require a permit, export out of California for disposal, or any other disposal of waste as defined by Section 40192(c) of the Public Resources Code.

(d) For the purposes of this section, edible food that would otherwise be disposed that is recovered for human consumption shall constitute a reduction of landfill disposal.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Sections 40106, 40116, 40116.1, 40192 and 42652.5; and Health and Safety Code Sections 39730.6 and 39730.8.
Section 18983.2 Determination of Technologies That Constitute a Reduction in Landfill Disposal.

(a) For operations, facilities or activities not expressly identified in Section 18983.1, as reducing landfill disposal, the following process shall be used to determine if processes or technologies shall be deemed to constitute a reduction of landfill disposal:

(1) The applicant shall submit the following information to the Department:

(A) Name and contact information for the person responsible for the information in the report.

(B) Detailed explanation of each of the processes or technologies proposed by the applicant for use to reduce landfill disposal.

(C) For each process or technology noted in Section 18983.2(a)(1)(B), the mass in short tons of organic waste, differentiated by type (i.e., food, leaves and grass, woody material (not including lumber or agricultural crop residues), lumber, agricultural crop residues, manure, sewage sludge (not including digestate), digestate, organic textiles and carpet, paper products, and remainder/composite organic), that will be processed each year.

(D) For any material produced from the proposed process or technology, a description of each end use or landfill disposal location to which the material will be sent. For each end use or landfill disposal location, the applicant must submit the expected mass in short tons and characteristics of the material.

(E) For each of the processes or technologies described pursuant to Section 18983.2(a)(1)(B), each calculation, assumption, and emission factor used by the applicant to calculate the greenhouse gas emissions as well as the expected permanent greenhouse gas emissions reduction of the proposed operation, including the estimated greenhouse gas emissions and permanent greenhouse gas emissions reductions of any end uses or landfill disposal of material described in Section 18983.2(a)(1)(D). All calculations must be clearly laid out such that the Department is able to follow and understand the calculation of greenhouse gas emissions reduction potential.

(F) For each greenhouse gas emission factor or greenhouse gas emission reduction factor used pursuant to Section 18983.2(a)(1)(E), documentation demonstrating that the emission factor or emission reduction factor has been peer reviewed or subjected to other scientifically rigorous review methods.

(G) A detailed explanation of how the proposed technology or process will result in a permanent reduction in greenhouse gas emissions.

(H) A written attestation that the information supplied is true, accurate, and complete.

(I) The director of the Department may request additional information from the applicant if required to validate the information submitted pursuant to this section.

(2) The Department shall consult with the Executive Office of the California Air Resources Board (CARB) to evaluate if the information submitted by the applicant is sufficient to estimate the greenhouse gas emissions and permanent lifecycle GHG emissions reduction of the proposed recovery process or operation. Within 30 days of receiving the application, the Department shall inform the applicant if they have not submitted sufficient information to estimate the greenhouse gas emissions and permanent lifecycle greenhouse gas emissions reductions associated with the
proposed recovery process or operation. For further consideration of any application submitted without sufficient information, the applicant is required to submit the requested information. The Department shall provide a response to the applicant within 180 days of receiving all necessary information as to whether or not the proposed recovery process or operation results in a permanent reduction in greenhouse gas emissions, and therefore counts as a reduction in landfill disposal.

(3) To determine if the proposed operation counts as a permanent reduction in landfill disposal, the Department, in consultation with CARB’s Executive Office, shall compare the permanent lifecycle GHG emissions reduction of metric tons of carbon dioxide equivalent (MTCO₂e) per short ton organic waste reduced by the process or technology, with the emissions reduction from composting organic waste (0.30 MTCO₂e/short ton organic waste). The Department shall only deem a proposed operation to constitute a reduction in landfill disposal if the process or technology results in a permanent reduction in lifecycle greenhouse gas emissions equal to or greater than the 0.30 MTCO₂e/short ton of organic waste.

(b) If the Department determines that a proposed process or technology results in a reduction in landfill disposal, the Department shall post to its website the results of the determination and include a description of the operation.

(c) Upon request of the applicant, as part of determination of activities that constitute a reduction in landfill disposal, the Department may consider additional information provided by the applicant that demonstrates that the proposed activity is identical or equivalent to a proposed activity the Department has determined pursuant to Section 18983.2(a) results in a reduction in landfill disposal.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Sections 40192 and 42652.5; and Health and Safety Code Section 39730.6.

Article 3. Organic Waste Collection Services

A jurisdiction may provide any combination of organic waste collection services specified in Sections 18984.1, 18984.2, and 18984.3 to generators subject to its authority.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

(a) A jurisdiction may comply with the requirements of this article by implementing a three-container organic waste collection service and providing a green container, a blue container, and a gray container to each generator in the following manner:

(1) The green container shall be provided for the collection of organic waste. The green container shall be intended for the collection of organic waste only and not
non-organic waste. The contents of the green container shall be transported to a facility that recovers source separated organic waste.

(A) Compostable plastics may be placed in the green container if the material meets the ASTM D6400 sections 5.1 through 6.4.2 standard for compostability as published May, 2019, which is hereby incorporated by reference, and the contents of the green containers are transported to compostable material handling operations or facilities or in-vessel digestion operations or facilities that have provided written notification annually to the jurisdiction stating that the facility can process and recover that material.

(2) The blue container shall be provided for the collection of non-organic recyclables only but may include the following types of organic wastes: paper products, printing and writing paper, wood and dry lumber and textiles. The contents of the blue container shall be transported to a facility that recovers the materials designated for collection in the blue container.

(3) The gray container shall be for the collection of non-organic waste only.

(4) A jurisdiction may comply with this section by providing a container or containers that are split or divided into segregated sections, instead of an entire container, as long as the lids of the separate sections of a split container comply with the container color requirements and material limitations specified in this section.

(5) Materials specified in this paragraph shall be subject to the following restrictions:

(A) Carpets, non-compostable paper, and hazardous wood waste shall not be collected in the green container.

(B) Hazardous wood waste shall not be collected in the blue container or gray container.

(6) A jurisdiction may require additional segregation of source separated organic waste by providing additional containers or additional sections of split containers in addition to the green container and blue container. The following types of additional containers can be provided pursuant to this paragraph.

(A) A brown container, or a brown section of a split container that is limited to the collection of separated food waste.

(B) If a jurisdiction segregates the contents of a blue container into an additional container or additional section of a split container in order to separate organic wastes specified in Subdivision (a)(2) from non-organic recyclables, the jurisdiction may use a darker shade of blue for the container or section of the container designated for the collection of organic waste, and a lighter shade of blue, or any color not already designated for other materials specified in this section, for the collection of non-organic recyclables.

(C) Additional containers, or sections of split containers provided for collection of additionally separated organic waste not specified in this section, may be provided in any color provided that the colors do not conflict with the container color requirements of this section.

(b) A jurisdiction that provides a three-container organic waste collection service that complies with Subdivision (a) may transport the contents of the gray container to a facility that processes and recovers organic waste. A jurisdiction that complies with Subdivision (a) is not required to transport the contents of the gray container to a facility that meets or exceeds the organic waste content recovery standard specified in Section
18984.3. A jurisdiction will not be considered out of compliance with Subdivision (a) if it allows carpet and textiles to be placed in the gray container.
(c) Notwithstanding Subdivision (a), a jurisdiction providing a three-container organic waste collection service may allow organic waste, such as food waste, to be collected in the gray container provided that the collection program complies with the following:
(1) The contents of the gray container shall be transported to a facility that meets or exceeds the organic waste content recovery requirements specified in Section 18984.3.
(2) The gray container is labeled in a manner consistent with Section 18984.8 that identifies the types of organic waste content accepted in the gray container.
(3) The jurisdiction otherwise provides green and blue containers in a manner that complies with the requirements and limitations specified in Subdivision (a) of this section.
(d) A jurisdiction may allow organic waste to be collected in plastic bags and placed in the green container provided that allowing the use of bags does not inhibit the ability of the jurisdiction to comply with the requirements of Section 18984.5, and the facilities that recover source separated organic waste for the jurisdiction annually provide written notice to the jurisdiction indicating that the facility can process and remove plastic bags when it recovers source separated organic waste.
(e) Nothing in this section is intended to prohibit a jurisdiction from providing an uncontainerized green waste and yard waste collection service to its generators, provided that the three container service complies with the following:
(1) If an uncontainerized green waste and yard waste collection service is provided intermittently or on a seasonal basis, a green container is still provided for collection of organic waste as required in Subdivision (a)(1) whenever the uncontainerized service is not provided.
(2) If an uncontainerized green waste and yard waste collection service is provided year-round, generators receiving that service must be provided a collection service for the collection of other organic waste in a manner that complies with this section.
(f) Notwithstanding Subdivision (a), the contents of containers may be initially transported to a consolidation site as defined in Section 17402 that complies with the requirements of Section 17409.5.10.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18984.2. Two-container Organic Waste Collection Services.
(a) A jurisdiction may comply with the requirements of this article by implementing a two-container organic waste collection service as provided below:
(1) A two container system where a green container and a gray container are provided and:
   (A) The green container is limited to the collection of organic waste only. The contents of the green container shall be transported to a facility that specifically recovers source separated organic waste.
(B) The gray container allows for intentional comingling of all collected wastes, including organic waste that is not designated for collection in the green container, provided that the contents of the gray container are transported to a facility that meets or exceeds the organic waste content recovery requirements specified in Section 18984.3.

(C) Compostable plastics may be placed in the green container if the material meets the ASTM D6400 sections 5.1 through 6.4.2 standard for compostability as published May 2019, which is hereby incorporated by reference, and contents of the green containers are transported to compostable material handling operations or facilities or in-vessel digestion operations or facilities that have provided written notification annually to the jurisdiction stating that the facility can process and recover that material; or

(2) A two container system where a blue container and a gray container are provided and:

(A) The blue container is limited to the collection of non-organic recyclables only, but may include the following types of organic wastes: paper products, printing and writing paper, wood and dry lumber, and textiles. The contents of the blue container shall be transported to a facility that recovers the materials designated for collection in the blue container.

(B) The gray container allows for intentional comingling of all collected wastes, including organic waste that is not designated for collection in the blue container, provided that the contents of the gray container are transported to a facility that meets or exceeds the organic waste content recovery requirements specified in Section 18984.3.

(b) A jurisdiction shall, consistent with Section 18984.8 of this article, clearly identify the types of wastes accepted in each container and which container shall be used for the collection of any unidentified materials.

(c) Materials specified in this Subdivision shall be subject to the following restrictions:

(1) Carpets, non-compostable paper, and hazardous wood waste shall not be collected in the green container.

(2) Hazardous wood waste shall not be collected in the blue or gray container.

(d) A jurisdiction may comply with this section by providing a container or containers that are split or divided into segregated sections, instead of an entire container, as long as the lids of the separate sections of a split container comply with the container color requirements and material limitations specified in this section.

(1) If a jurisdiction segregates the contents of a blue container into an additional container or additional section of a split container in order to separate organic wastes specified in Subdivision (a)(2) from non-organic recyclables, the jurisdiction may use a darker shade of blue for the container or section of the container designated for the collection of organic waste, and a lighter shade of blue, or any color not already designated for other materials specified in this section, for the collection of non-organic recyclables.

(e) A jurisdiction may allow organic waste to be collected in plastic bags and placed in the green container provided that allowing the use of bags does not inhibit the ability of the jurisdiction to comply with the requirements of Section 18984.5, and the facilities that recover source separated organic waste for the jurisdiction annually provide written
notice to the jurisdiction indicating that the facility can process and remove plastic bags
when it recovers source separated organic waste.
(f) Nothing in this section is intended to prohibit a jurisdiction from providing an
uncontainerized green waste and yard waste collection service to its generators,
provided that the two container service complies with the following:
(1) If an uncontainerized green waste and yard waste collection service is provided
intermittently or on a seasonal basis, a container is still provided for collection of
organic waste as required in Subdivision (a) whenever the uncontainerized service is
not provided.
(2) If an uncontainerized green waste and yard waste collection service is provided
year-round, generators receiving that service must be provided a collection service
for the collection of other organic waste in a manner that complies with this section.
(g) Notwithstanding Subdivision (a), the contents of containers may be initially
transported to a consolidation site as defined in Section 17402 that complies with the
requirements of Section 17409.5.10.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5; and Health and Safety Code
Section 39730.6.

Section 18984.3. Unsegregated Single-Container Collection Services.
(a) A jurisdiction may comply with the requirements of this article by providing a single
gray container to each generator that allows for intentional co-mingling of all collected
wastes, including organic waste, provided that the contents of the gray container are
transported to a high diversion organic waste processing facility.
(b) If the facility that the container is transported to has an annual average mixed waste
organic content recovery rate that is lower than required in Section 18982(a)(33) for two
(2) consecutive quarterly reporting periods or three (3) quarterly reporting periods within
three (3) years, the facility shall not qualify as a high diversion organic waste processing
facility.
(c) If the jurisdiction is in violation of this section due to a facility to which it sends
organic waste being unable to meet the required annual average mixed waste organic
content recovery rate, the jurisdiction shall be subject to the enforcement process in
Section 18996.2, which may include a corrective action plan as specified in that section
allowing it time to meet the requirements of this article prior to the Department seeking
administrative penalties.
(d) Notwithstanding Subdivision (a), the contents of containers may be initially
transported to a consolidation site as defined in Section 17402 that complies with the
requirements of Section 17409.5.10.
(e) A jurisdiction may allow organic waste specified for collection in the gray container to
be placed in bags for collection.
(f) Nothing in this section is intended to prohibit a jurisdiction from providing an
uncontainerized green waste and yard waste collection service to its generators,
provided that the service complies with the following:
(1) Generators receiving that service must be provided a collection service for the
collection of other organic waste in a manner that complies with this section.
Section 18984.4. Recordkeeping Requirements for Compliance with Organic Waste Collection Services.
(a) A jurisdiction shall include the following information and documents in the Implementation Record required by Section 18995.2:
(1) A description of which collection method(s) it will use to comply with this article.
(2) The geographical area for each collection method.
(3) If the jurisdiction is using a service that requires the contents of containers provided by the jurisdiction to be transported to a high diversion organic waste processing facility, the jurisdiction shall at a minimum:
   (A) List all high diversion organic waste processing facilities used by the jurisdiction.
   (B) List all approved haulers in the jurisdiction that are allowed to take organic waste to the jurisdiction's identified high diversion organic waste processing facility or facilities.
   (C) The geographical area the hauler(s) serves, the routes serviced, or a list of addresses served.
(4) If the jurisdiction allows compostable plastics to be placed in the green container pursuant to Section 18984.1 or 18984.2, a copy of written notification received from each facility serving the jurisdiction indicating that the facility recovers that material.
(5) If the jurisdiction allows organic waste to be collected in plastic bags pursuant to Section 18984.1 or 18984.2, a copy of written notification received from each facility serving the jurisdiction indicating that the facility can process and remove plastic bags when it recovers source separated organic waste.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18984.5. Container Contamination Minimization.
(a) A generator shall not place prohibited container contaminants in a collection container. A jurisdiction shall monitor the containers provided to generators using a three-container or two-container organic waste collection service pursuant to Section 18984.1 or 18984.2 to minimize prohibited container contaminants in a manner that complies with either the provisions of Subdivision (b) or the provisions of Subdivision (c) of this section.
   (1) A jurisdiction that implements a performance-based source separated collection service pursuant to Section 18998.1 shall monitor containers through waste evaluations as specified in the provisions of Subdivision (c).
   (b) A jurisdiction may meet its container contamination minimization requirements by conducting a route review for prohibited container contaminants on containers in a manner that results in all hauler routes being reviewed annually. Containers may be
randomly selected along a hauler route. This section should not be construed to require
that every container on a hauler route must be sampled annually.

(1) Upon finding prohibited container contaminants in a container, the jurisdiction,
shall notify the generator of the violation.

(A) The notice shall, at a minimum, include information regarding the generator’s
requirement to properly separate materials into the appropriate containers and may
include photographic evidence of the violation.

(B) The notice may be left on the generator’s container, gate, or door at the time the
violation occurs, and/or be mailed, e-mailed, or electronically messaged to the
generator.

(2) If a jurisdiction observes prohibited container contaminants in a generator’s
collection container(s), it may dispose of the container’s contents.

(3) Notwithstanding Section 18995.1(a)(5), this chapter does not require a jurisdiction
to impose administrative civil penalties on generators in violation of the prohibited
container contaminants requirement in Subdivision (a), above.

(c) A jurisdiction may meet its container contamination minimization requirements by
conducting waste evaluations that meet the following standards:

(1) The jurisdiction shall conduct waste evaluations for prohibited container
contaminants in the following manner:

(A) A jurisdiction that implements a three-container or two-container organic waste
collection service pursuant to Sections 18984.1 or 18984.2 shall conduct waste
evaluations at least twice per year and the studies shall occur in two distinct
seasons of the year.

(B) A jurisdiction that implements a performance-based source separated
collection service pursuant to Section 18998.1 shall conduct waste evaluations at
least twice per year for the blue and green containers and once per quarter for the
gray container.

(C) The waste evaluations shall include samples of each container type served by
the jurisdiction.

(D) The waste evaluations shall include samples taken from different areas in the
jurisdiction that are representative of the jurisdiction’s waste stream.

(E) The waste evaluations shall include at least the following minimum number of
samples from all the hauler routes included in the studies:

1. For routes with less than 1,500 generators the study shall include a minimum
   of 25 samples.
2. For routes with 1,500-3,999 generators the study shall include a minimum of
   30 samples.
3. For routes with 4,000-6,999 generators the study shall include a minimum of
   35 samples.
4. For routes with 7,000 or more generators the study shall include a minimum
   of 40 samples.

(F) All of the material collected for sampling must be transported to a sorting area
at a permitted solid waste facility where the presence of prohibited container
contaminants for each container type is measured to determine the ratio of
prohibited container contaminants present in each container type by weight. To
determine the ratio of prohibited container contaminants the jurisdiction shall use the following protocol:

1. Take one sample of at least 200 pounds from the material collected from each container stream for sampling (e.g., a 200 pound sample taken from the contents of all of the green containers collected for sampling).
2. The 200 pound sample shall be randomly selected from different areas of the pile of collected material for that container type.
3. For each 200 pound sample, remove any prohibited container contaminants and determine the weight of prohibited container contaminants.
4. Then determine the ratio of prohibited container contaminants in the sample by dividing the total weight of prohibited container contaminants by the total weight of the sample.

(2) If the sampled weight of prohibited container contaminants exceeds 25 percent of the measured sample for any container type, the jurisdiction shall perform one of the following:

(A) Notify all generators on the sampled hauler routes of their requirement to properly separate materials into the appropriate containers. The jurisdiction may provide this information by placing a notice on the generator’s container, gate, or door, and/or by mail, e-mail, or electronic message to the generator.
(B) Perform a targeted route review of containers on the routes sampled for waste evaluations to determine the sources of contamination and notify those generators of their obligation to properly separate materials. The jurisdiction may provide this information to those generators by placing a notice on the generator’s container, gate, or door, and/or by mail, e-mail, or electronic message to the applicable generators.

d) A jurisdiction that implements a performance-based source separated collection service pursuant to Section 18998.1 shall notify the department within 30 days of finding prohibited container contaminants in the gray container collection stream that exceed 25 percent of the measured sample by weight in each of two consecutive waste evaluations performed on gray containers pursuant to the requirements of Subdivision (c), above.

(1) A jurisdiction that implements a performance-based source separated collection service pursuant to Section 18998.1 that exceeds an annual average of 25 percent by weight of prohibited container contaminants in the gray container collection shall be subject to the process described in Section 18998.1(c).

(e) A jurisdiction that implements a performance-based source separated collection service pursuant to Section 18998.1 shall, upon request, allow a representative of the department to oversee its next scheduled quarterly sampling of the gray container.

(f) For the purposes of demonstrating compliance with 18998.1, organic waste that is textiles, carpet, hazardous wood waste, human waste, pet waste, or material subject to a quarantine on movement issued by a county agricultural commissioner, is not required to be measured as organic waste.

(g) Nothing in this section limits a jurisdiction from adopting contamination standards, fees, sampling methodologies, or noticing protocols that are more stringent or rigorous than the requirements of this section.
Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code
Section 39730.6.

Section 18984.6. Recordkeeping Requirements for Container Contamination
Minimization.
(a) A jurisdiction shall include the following information and documents related to its
compliance with Section 18984.5, in the Implementation Record required by Section
18995.2 of this chapter.
(1) A description of the jurisdiction’s process for determining the level of container
contamination.
(2) Documentation of route reviews conducted pursuant to Section 18984.5(b), as
described in Section 18995.1 of this chapter, if applicable.
(3) If applicable, documentation of waste evaluations performed pursuant to Section
18984.5(c), including information on targeted route reviews conducted as a result of
the studies. The documentation shall at a minimum include dates of the studies, the
location of the solid waste facility where the study was performed, routes, source
sector (e.g. commercial or residential), number of samples, weights and ratio of
prohibited container contaminants and total sample size.
(4) Copies of all notices issued to generators with prohibited container contaminants.
(5) Documentation of the number of containers where the contents were disposed
due to observation of prohibited container contaminants.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code
Section 39730.6.

Section 18984.7. Container Color Requirements.
(a) A jurisdiction shall provide containers, for collection services, to generators that
comply with the container color requirements specified in this article.
(b) Notwithstanding Subdivision (a), a jurisdiction is not required to replace functional
containers, including containers purchased prior to January 1, 2022, that do not comply
with the color requirements of this article prior to the end of the useful life of those
containers, or prior to January 1, 2036, whichever comes first.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code
Section 39730.6.

Section 18984.8. Container Labeling Requirements.
(a) Commencing January 1, 2022, a jurisdiction shall place a label on each new
container or lid provided to generators consistent with the applicable container collection
requirements and limitations of this article specifying what materials are allowed to be
placed in each container.
(b) A jurisdiction may comply with this section by:
(1) Placing labels on containers that include language or graphic images or both that indicate the primary materials accepted and the primary materials prohibited in that container; or
(2) Providing containers with imprinted text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that container.
(c) Labels shall clearly indicate primary items that are prohibited container contaminants for each container.
(d) A jurisdiction may comply with this section by using model labeling provided by the Department.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18984.9 Organic Waste Generator Requirements.
(a) Organic waste generators shall comply with applicable local requirements adopted pursuant to this article for the collection and recovery of organic waste, by either:
(1) Subscribing to and complying with the requirements of the organic waste collection service provided by their jurisdiction; or
(2) Self-hauling organic waste in a manner that complies with the requirements of Article 7 of this chapter.
(b) Generators that are commercial businesses, except for multifamily residential dwellings, shall also:
(1) Provide containers for the collection of organic waste and non-organic recyclables in all areas where disposal containers are provided for customers, except for restrooms. The containers provided by the business shall have either:
   (A) A body or lid that conforms with the container colors provided through the organic waste collection service provided by their jurisdiction; or
   (B) Container labels that comply with the requirements of Section 18984.8.
(2) Prohibit their employees from placing organic waste in a container not designated to receive organic waste as set forth in Sections 18984.1(a)(5) and 18984.2(c).
(3) Periodically inspect organic waste containers for contamination and inform employees if containers are contaminated and of the requirement to only use those containers for organic waste.
(c) Nothing in this section prohibits a generator from preventing or reducing waste generation, managing organic waste on site, or using a community composting site.
(d) A commercial business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of this article prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
(e) If a business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18984.10. Commercial Business Owner Responsibilities.
(a) Commercial businesses shall provide or arrange for organic waste collection services consistent with this article and local requirements, for employees, contractors, tenants, and customers, including supplying and allowing access to an adequate number, size, and location of containers with sufficient labels or container color.
(b) Commercial businesses shall annually provide information to employees, contractors, tenants, and customers about organic waste recovery requirements and about proper sorting of organic waste.
(1) Commercial businesses shall provide information to new tenants before or within 14 days of occupation of the premises.
(c) Commercial businesses shall provide or arrange for access to their properties during all inspections conducted pursuant to Article 14 of this chapter (commencing with Section 18995.1).
(1) This subdivision is not intended to permit an employee or agent of the Department, or a jurisdiction, to enter the interior of a private residential property.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18984.11. Waivers Granted by a Jurisdiction.
(a) A jurisdiction may grant one or more of the following types of waivers to a generator of organic waste:
(1) De Minimis Waivers.
(A) A jurisdiction may waive a commercial business' obligation to comply with some or all of the organic waste requirements of this article if the commercial business provides documentation or the jurisdiction has evidence demonstrating that:
1. The commercial business' total solid waste collection service is two cubic yards or more per week and organic waste subject to collection in a blue container or a green container as specified in Section 18984.1(a) comprises less than 20 gallons per week per applicable container of the business' total waste.
2. The commercial business' total solid waste collection service is less than two cubic yards per week and organic waste subject to collection in a blue container or a green container as specified in Section 18984.1(a) comprises less than 10 gallons per week per applicable container of the business' total waste.
(B) A jurisdiction shall, consistent with Section 18995.1, verify that the commercial business' organic waste generation meets the waiver thresholds set forth in this subdivision.
(C) If a jurisdiction obtains information at any time that a commercial business that has received a waiver is exceeding the organic waste thresholds specified in Subsection (A)1. or (A)2., the jurisdiction shall rescind the waiver.
(2) Physical Space Waivers.
(A) A jurisdiction may waive a commercial business' or property owner's obligation to comply with some or all of the organic waste collection service requirements of this article if the commercial business or property owner provides documentation, or the jurisdiction has evidence from its staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lack adequate space for any of the organic waste container configurations allowed under 18984.1(a) or 18984.2.

(3) Collection Frequency Waivers.
(A) A jurisdiction may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to a three-container or two-container organic waste collection service to arrange for the collection of solid waste in a blue container, a gray container, or both once every fourteen days, provided that:
1. The jurisdiction, or its authorized hauler, demonstrates to the enforcement agency, as defined in Public Resources Code 40130 that less frequent collection than required by Section 17331 of Title 14 of the California Code of Regulations will not cause receiving solid waste facilities, operations, or both to be in violation of applicable state minimum standards described in Subchapter 4 of Chapter 3 of Subdivision 1 of Title 27 or Title 14, Sections 17200 et seq.
(b) Nothing in this section allows a jurisdiction to exempt a business subject to the requirements of Section 42649.81 of the Public Resources Code from compliance with that section.
(c) Notwithstanding Section 18981.2, the authority to issue a waiver authorized by this section cannot be delegated to a private entity.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18984.12, Waivers and Exemptions Granted by the Department.

(a) Low population waivers.
(1) A jurisdiction may apply to the Department for a waiver for the jurisdiction and some or all of its generators from some or all of the requirements of this article if the following apply:
   (A) The jurisdiction disposed less than 5,000 tons of solid waste in 2014 as reported in the Disposal Reporting System.
   (B) The jurisdiction has a total population of less than 7,500 people.
   (2) A jurisdiction may apply to the Department for a waiver for some or all of the requirements of this article for census tracts that have a population density of less than 75 people per square mile that are served by the jurisdiction and are located in unincorporated portions of a county.
(b) Waivers issued pursuant to Subdivision (a) shall be good for a period of up to five years and shall be subject to approval by the Department as follows:
   (1) A jurisdiction shall submit a request for a waiver with the following information:
      (A) The number of generators that will be included in the waiver.
      (B) The requested length of the waiver.
(C) If the request for a waiver is submitted by a jurisdiction seeking to waive unincorporated census tracts, the jurisdiction shall identify each census tract that will be waived.

(2) The Department shall review and evaluate and approve or deny a waiver request within 90 days. The Department shall approve a request to grant a waiver if it meets the requirements of this section.

(3) A jurisdiction may apply to renew a waiver issued pursuant to Subdivision (a) at any time up to 180 days prior to the expiration of an existing waiver.

(c) Rural Exemptions.

(1) The Department shall grant an exemption from complying with the organic waste collection requirements specified in this article for rural jurisdictions that meet the definition of a "Rural Jurisdiction" in Section 42649.8 of the Public Resources Code, if the governing body of the jurisdiction adopts a resolution that includes a finding as to the purpose of and need for the exemption.

(2) An exemption implemented pursuant to this subdivision shall be valid until December 31, 2026 or until five years after the Department makes a determination pursuant to Section 42649.82 (a)(2)(D) that the statewide disposal of organic waste has not been reduced to 50 percent of the level of disposal during the 2014 calendar year, whichever is later.

(d) Elevation Waivers.

(1) A jurisdiction may apply to the Department for a waiver for the jurisdiction and some or all of its generators from the requirement to separate and recover food waste and food-soiled paper if the entire jurisdiction is located at or above an elevation of 4,500 feet.

(2) A jurisdiction may apply to the Department for a waiver for some or all of its generators from the requirement to separate and recover food waste and food-soiled paper in census tracts located in unincorporated portions of a county that are located at or above 4,500 feet.

(3) The area of a jurisdiction that is waived pursuant to this section is not required to provide containers to generators as prescribed in Section 18984.7.

(4) Residential and commercial generators located within an area that is waived pursuant to this section may deposit food waste and food-soiled paper in a disposal container.

(5) A jurisdiction shall submit a request for a waiver with the following information:

(A) The number of generators that will be included in the waiver.

(B) If the request for a waiver is submitted by a jurisdiction seeking to waive unincorporated census tracts, the jurisdiction shall identify each census tract that will be waived.

(6) The Department shall review and evaluate and approve or deny a waiver request within 90 days. The Department shall approve a request to grant a waiver if it meets the requirements of this section.

(7) Nothing in this subdivision waives a jurisdiction from its obligation to provide a collection service that collects and recycles the other types of organic wastes specified in Section 18984.1, 18984.2, or 18984.3 in a manner that meets the requirements of those sections.
(e) Nothing in this section exempts a jurisdiction from complying with the other
requirements to promote and provide information to generators about waste prevention,
community composting, managing organic waste on-site, and other means of
recovering organic waste, or any other requirements of this chapter.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code
Section 39730.6.

Section 18984.13. Emergency Circumstances, Abatement, Quarantined Materials
and Federally Regulated Waste.
(a) Emergency Processing Facility Temporary Equipment or Operational Failure
Waivers.
(1) If the facility processing a jurisdiction's organic waste notifies the jurisdiction that
unforeseen operational restrictions have been imposed upon it by a regulatory
agency or that an unforeseen equipment or operational failure will temporarily
prevent the facility from processing and recovering organic waste, the jurisdiction
may allow the organic waste stream transported to that facility to be deposited in a
landfill or landfills for up to 90 days from the date of the restriction or failure.
(2) A jurisdiction shall notify the Department in writing within 10 days of a waiver
decision pursuant to Subdivision (a)(1). The notice sent to the Department shall
include a description of the equipment failure or operational restriction that occurred
at the facility, the period of time that the jurisdiction will allow the organic waste
stream to be deposited in a landfill or landfills, and the Recycling and Disposal
Reporting System Number of the facility that experienced the temporary equipment
or operational failure preventing it from receiving some or all of the jurisdiction's
waste.
(b) Disasters and emergency waivers.
(1) A jurisdiction may submit a request for a waiver for the landfill disposal of
“disaster debris” as defined in Section 17210.1(d) of this division that cannot be
diverted as defined in Section 17210.1(e) of this division if a waiver or waivers have
been granted pursuant to Sections 17210.4 and 17210.9 of this division.
(2) If a waiver or waivers have been granted pursuant to Subsection (1) the
Department shall waive the organic waste collection requirements of this article in the
affected areas for the duration of the waiver.
(3) A jurisdiction may dispose of sediment debris removed from dams, culverts,
reservoirs, channels and other flood control infrastructure if the material is subject to
a waste discharge requirement issued by the regional water quality control board that
requires the average organic content of the debris to be less than five percent.
(c) A jurisdiction is not required to separate or recover organic waste that is removed
from homeless encampments and illegal disposal sites as part of an abatement activity
to protect public health and safety. If the total amount of solid waste removed for landfill
disposal pursuant to this subdivision is expected to exceed 100 tons annually the
jurisdiction shall record the amount of material removed.
(d) A jurisdiction may dispose of specific types of organic waste that are subject to
quarantine and meet the following requirements:
(1) The organic waste is generated from within the boundaries of an established interior or exterior quarantine area defined by the California Department of Food and Agriculture for that type of organic waste.

(2) The California Department of Food and Agriculture or the County Agricultural Commissioner determines that the organic waste must be disposed at a solid waste landfill and the organic waste cannot be safely recovered through any of the recovery activities identified in Article 2 of this chapter.

(3) The jurisdiction retains a copy of the California Department of Food and Agriculture approved compliance agreement for each shipment stating that the material must be transported to a solid waste landfill operating under the terms of its own compliance agreement for the pest or disease of concern.

(e) Nothing in this chapter requires generators, jurisdictions or other entities subject to these regulations to manage and recover organic waste that federal law explicitly requires to be managed in a manner that constitutes landfill disposal as defined in this chapter.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.

Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18984.14. Recordkeeping Requirements for Waivers and Exemptions.

(a) A jurisdiction shall include the following information and documents in the Implementation Record required by Section 18995.2:

(1) A copy of all correspondence received from a facility that triggered a Processing Facility Temporary Equipment or Operational Failure Waiver and documentation setting forth the date of issuance of the waiver, the timeframe for the waiver, and the locations or routes affected by the waiver.

(2) A description of the jurisdiction’s process for issuing waivers and frequency of inspections by the jurisdiction to verify the validity of waivers.

(3) A copy of all De Minimis Waivers, including the location, date issued, and name of generators.

(4) A copy of all Physical Space Waivers, including the location, date issued, and name of generators.

(5) A copy of all collection frequency waivers, including the location, date issued, and name of generators.

(6) A record of the amount of sediment debris that is disposed pursuant to Section 18984.13 on an annual basis.

(7) A record of the amount of solid waste removed from homeless encampments and illegal disposal sites as part of an abatement activities if the total amount of material removed exceeds 100 tons.

(8) A copy of all compliance agreements for quarantined organic waste that is disposed, including the name of generator, date issued, location of final disposition, and the amount of organic waste that was required to be disposed at a solid waste landfill.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

**Article 4. Education and Outreach**

**Section 18985.1. Organic Waste Recovery Education and Outreach.**

(a) Prior to February 1, 2022, and annually thereafter, a jurisdiction shall provide the following to organic waste generators that are provided an organic waste collection service pursuant to Article 3 of this chapter:

1. Information on the organic waste generator’s requirements to properly separate materials in appropriate containers pursuant to this chapter.
2. 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.
3. Information regarding the methane reduction benefits of reducing the landfill disposal of organic waste, and the methods of organic waste recovery the organic waste collection service uses.
4. Information regarding how to recover organic waste and a list of approved haulers.
5. Information related to the public health and safety and environmental impacts associated with the landfill disposal of organic waste.
6. Information regarding programs for the donation of edible food.
7. If a jurisdiction allows generators subject to its authority to self-haul organic waste pursuant to Section 18986.1, information regarding self-hauling requirements shall be included in education and outreach material.

(b) A jurisdiction providing an unsegregated single container collection service to organic waste generators is not required to include the information required in Subdivision (a)(1), but shall include information indicating that organic waste is being processed at a high diversion organic waste processing facility.

(c) A jurisdiction may comply with the requirements by providing the information required by this section through print or electronic media. In addition to providing information through print and electronic media, a jurisdiction may conduct outreach through direct contact with generators through workshops, meetings, or on-site visits.

(d) Consistent with Section 18981.2, a jurisdiction may comply with the requirements of this section through use of a designee.

(e) Consistent with Section 7295 of the Government Code, jurisdictions shall translate educational materials required by this chapter into any non-English language spoken by a substantial number of the public provided organic waste collection services by the jurisdiction.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

**Section 18985.2. Edible Food Recovery Education and Outreach.**

(a) On or before February 1, 2022 a jurisdiction shall:
(1) Develop a list of food recovery organizations identified in Section 18982(a)(25)(A)–(B) and food recovery services operating within the jurisdiction and maintain the list on the jurisdiction’s website. The list shall be updated annually. The list shall include, at a minimum, the following information about each food recovery organization and each food recovery service:
   (A) Name and physical address.
   (B) Contact information.
   (C) Collection service area.
   (D) An indication of types of food the food recovery service or organization can accept for food recovery.

(b) At least annually a jurisdiction shall:
   (1) Provide commercial edible food generators with the following information:
      (A) Information about the jurisdiction’s edible food recovery program established pursuant to Section 18991.1.
      (B) Information about the commercial edible food generator requirements specified in Article 10 of this chapter.
      (C) Information about food recovery organizations and food recovery services operating within the jurisdiction, and where a list of those food recovery organizations and food recovery services can be found.
      (D) Information about actions that commercial edible food generators can take to prevent the creation of food waste.
   (2) The jurisdiction may provide this information by including it with regularly scheduled notices to those commercial businesses, including the notices provided pursuant to Section 18985.1.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18985.3. Recordkeeping Requirements for a Jurisdiction’s Compliance with Education and Outreach Requirements.
(a) A jurisdiction shall include all relevant documents supporting its compliance with this article in the Implementation Record required by Section 18995.2 of this chapter, including, but not limited to:
   (1) Copies of the information provided to comply with this article, including: flyers, brochures, newsletters, invoice messaging, and website and social media postings.
   (2) The date, and to whom the information was disseminated or direct contact made.
   If a jurisdiction provides mass distribution through mailings, or bill inserts, it shall provide the date, a copy of the information, and the type and number of accounts receiving the information.
   (3) If the requirements of this article were met solely through the use of electronic media, the record shall include a copy, with dates posted, of social media posts, e-mails or other electronic messages.
   (4) If a jurisdiction relies on a designee, as allowed in Section 18981.2, to comply with this section, it shall include a copy of the materials distributed by the designee.
Article 5. Generators of Organic Waste

Section 18986.1. Non-Local Entities Requirements.
(a) Non-local entities shall comply with the requirements of this chapter to prevent and reduce the generation of organic waste by:
   (1) Subscribing to and complying with the requirements of an organic waste collection service that meets the requirements of Article 3 of this chapter; or
   (2) Self-hauling organic waste in a manner that complies with the requirements of Article 7 of this chapter.
(b) Non-local entities shall provide containers for the collection of organic waste and non-organic recyclables in all areas where disposal containers are located, except restrooms. The containers provided shall conform to the requirements of the containers provided through an organic waste recovery service authorized under Article 3 of this chapter.
(c) Non-local entities shall prohibit their employees from placing organic waste in a container not designated to receive organic waste.
   (1) Materials specified in this paragraph shall be subject to the following restrictions:
      (A) Carpets, non-compostable paper, and hazardous wood waste shall not be collected in the green container.
      (B) Hazardous wood waste shall not be collected in the blue or gray container.
(d) Non-local entities shall periodically inspect organic waste containers for contamination and inform employees if containers are contaminated and of the requirement to only use those containers for organic waste.
(e) Non-local entities shall provide information to employees on methods for the prevention of organic waste generation.
(f) Nothing in this section prohibits a non-local entity from preventing waste generation, managing organic waste on site, or using a community composting site.

Section 18986.2. Local Education Agencies Requirements.
(a) Local education agencies shall comply with the requirements of this chapter to prevent and reduce the generation of organic waste by:
   (1) Subscribing and complying with the requirements of an organic waste collection service that meets the requirements of Article 3 of this chapter; or
   (2) Self-hauling organic waste in a manner that complies with the requirements of Article 7 of this chapter.
(b) Local education agencies shall provide containers for the collection of organic waste and non-organic recyclables in all areas where disposal containers are located, except restrooms. The containers provided shall conform to the requirements of the containers.
provided through an organic waste recovery service authorized under Article 3 of this
chapter.
(c) Local education agencies shall prohibit their employees from placing organic waste
in a container not designated to receive organic waste.
(1) Materials specified in this paragraph shall be subject to the following restrictions:
(A) Carpets, non-compostable paper, and hazardous wood waste shall not be
collected in the green container.
(B) Hazardous wood waste shall not be collected in the blue or gray container.
(d) Local education agencies shall periodically inspect organic waste containers for
contamination and inform employees if containers are contaminated and of the
requirement to only use those containers for organic waste.
(e) Local education agencies shall provide information to employees and students on
methods for the prevention of organic waste generation.
(f) Nothing in this section prohibits a local education agency from preventing waste
generation, managing organic waste on site, and/or using a community composting site.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code
Section 39730.6.

Section 18986.3. Waivers for Non-Local Entities and Local Education Agencies.
(a) The Department shall waive a non-local entity’s or local education agency’s
obligation to comply with some or all of organic waste collection service requirements of
this article if the entity or agency provides documentation demonstrating that any of the
following apply:
(1) The total solid waste collection service subscribed to is two cubic yards or more
per week and organic waste subject to collection in a blue container or a green
container as specified in Section 18984.1(a) comprises less than 20 gallons per week
per applicable container of the non-local entity’s or local education agency’s total
waste.
(2) The total solid waste collection service subscribed to is less than two cubic yards
per week and organic waste subject to collection in a blue container or a green
container as specified in Section 18984.1(a) comprises less than 10 gallons per week
per applicable container of the non-local entity’s or local education agency’s total
waste.
(3) A hauler, licensed architect, or licensed engineer has determined that there is not
adequate space for separate organic waste containers.
(4) The entity is located within a jurisdiction or census tract that has been granted a
waiver by the Department pursuant to Section 18984.12.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code
Section 39730.6.
Article 6. Biosolids Generated at a Publicly Owned Treatment Works (POTW)

Section 18987.1. Biosolids Generation at a POTW.
(a) A POTW generating biosolids is not subject to the following:
(1) The generator requirements set forth in Section 18984.9,
(2) The organic waste recovery and measurement requirements described in Sections 17409.5.1 through 17409.5.8 of this division,
(3) The recordkeeping and reporting requirement described in Section 17414.2 of this division.
(b) Material received at a POTW that it is not allowed to accept pursuant to Section 17896.6(a)(1)(C) or (D) shall be deemed to constitute landfill disposal pursuant to Section 18983.1(a)(3).

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Article 7. Regulation of Haulers

Section 18988.1. Jurisdiction Approval of Haulers and Self-Haulers.
(a) A jurisdiction shall require haulers providing residential, commercial, or industrial organic waste collection services to generators within its boundaries to meet the requirements and standards of this chapter as a condition of approval of a contract, agreement, or other authorization to collect organic waste.
(1) A jurisdiction shall require haulers to identify the facilities to which they will transport organic waste as a requirement for approval.
(2) A jurisdiction shall require haulers providing an organic waste collection service to comply with the applicable requirements of Article 3 of this chapter.
(b) If a jurisdiction allows generators subject to its authority to self-haul organic waste, it shall adopt an ordinance or a similarly enforceable mechanism that requires compliance with the requirements in Section 18988.3 of this article.
(c) Notwithstanding Subdivision (a), this section is not applicable to:
(1) A hauler that is consistent with Article 1, Chapter 9, Part 2, Division 30, commencing with Section 41950 of the Public Resources Code, transporting source separated organic waste to a community composting site; or
(2) A hauler that is lawfully transporting construction and demolition debris in compliance with Section 18989.1.
(d) Jurisdictions that are exempt from the organic waste collection requirements pursuant to Section 18984.12, and haulers and self-haulers operating or located within exempt areas of those jurisdictions, are not required to comply with the provisions of this article for the duration of an exemption issued pursuant to Section 18984.12.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.
Section 18988.2. Haulers of Organic Waste Requirements.
(a) A hauler providing residential, commercial, or industrial organic waste collection services shall comply with all of the following:
(1) Organic waste collected by the hauler shall be transported to a facility, operation, activity or property that recovers organic waste as defined in Article 2 of this chapter.
(2) Obtain applicable approval issued by the jurisdiction pursuant to Section 18988.1.
(b) The hauler shall keep a record of the documentation of its approval by the jurisdiction.
(c) Notwithstanding (a), this section is not applicable to:
(1) A hauler that, consistent with Division 30, Part 2, Chapter 9, Article 1 commencing with Section 41950 of the Public Resources Code, transports source separated organic waste to a community composting site; or
(2) A hauler that is lawfully transporting construction and demolition debris in compliance with Section 18989.1.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18988.3. Self-haulers of Organic Waste.
(a) Generators of organic waste may, in compliance with Section 18988.1 of this division, self-haul their own organic waste.
(b) A generator who is a self-hauler of organic waste shall comply with the following:
(1) The generator shall source separate all organic waste generated on site in a manner consistent with Sections 18984.1 and 18984.2, or haul organic waste to a high diversion organic waste processing facility as specified in Section 18984.3.
(2) The generator shall haul source separated organic waste to a solid waste facility operation, activity, or property that processes or recovers source separated organic waste.
(3) The generator shall keep a record of the amount of organic waste delivered to each solid waste facility, operation, activity, or property that processes or recovers organic waste; this record shall be subject to inspection by the jurisdiction.
(A) The records shall include delivery receipts and weight tickets from the entity accepting the waste.
(B) The record shall indicate the amount of material in cubic yards or tons transported by the generator to each entity.
(C) Notwithstanding Subdivision (b)(3)(A), if the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of waste received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the organic waste.
(4) A residential organic waste generator that self-hauls organic waste is not required to record or report the information identified in Subdivision (b)(3).
(c) A generator that is located in a jurisdiction or area that received a waiver under Section 18984.12 of this division and is not a business subject to the requirements of
Section 42649.81 of the Public Resources Code is not required to comply with the requirements of this section.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18988.4. Recordkeeping Requirements for Compliance with Jurisdiction Hauler Program.
(a) A jurisdiction shall include all relevant documents supporting its compliance with this article in the Implementation Record required by Article 14 of this chapter. Records maintained shall include but are not limited to copies of:
(1) Ordinances, contracts, franchise agreements, policies, procedures, or programs relevant to this section.
(2) A description of the jurisdiction's hauler program including:
   (A) Type(s) of hauler system(s) the jurisdiction uses.
   (B) Type(s) and condition(s) of approvals per type of hauler, and criteria for approvals, denials and revocations.
   (C) The process for issuing, revoking, and denying written approvals.
   (D) Any requirements associated with self-hauling and back-hauling.
(3) A record of hauler compliance with local ordinance(s) and the requirements of this article including the following information:
   (A) Copies of all reports required from haulers.
   (B) Copies of all written approvals, denials, and revocations.
(b) All records required by this article shall include the date of action, the name of the hauler, and the type of the action taken by the jurisdiction.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Article 8. CALGreen Building Standards and Model Water Efficient Landscape Ordinance

Section 18989.1. CALGreen Building Codes.
(a) A jurisdiction shall adopt an ordinance or other enforceable requirement that requires compliance with the following provisions of the California Green Building Standards Code, California Code of Regulations, Title 24, Part 11 as amended July 1, 2019 and effective January 1, 2020:
(1) Section 4.410.2 Recycling by Occupants Residential and Section 5.410.1 Recycling by Occupants Non-residential.
(2) For organic waste commingled with construction and demolition debris, Section 4.408.1 Construction Waste Management Residential and Section 5.408.1 Construction Waste Management non-residential.
(b) For the purposes of this section "jurisdiction" means a city, a county, or a city and county.
Section 18989.2 Model Water Efficient Landscape Ordinance.

(a) A jurisdiction shall adopt an ordinance or other enforceable requirement that requires compliance with Sections 492.6(a)(3)(B) (C), (D), and (G) of the Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of the California Code of Regulations as amended September 15, 2015.

(b) For the purposes of this section “jurisdiction” means a city, a county, or a city and county.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Article 9. Locally Adopted Standards and Policies


(a) Nothing in this chapter is intended to limit the authority of a jurisdiction to adopt standards that are more stringent than the requirements of this chapter, except as provided in Subdivision (b) of this section.

(b) A jurisdiction shall not implement or enforce an ordinance, policy, procedure, permit condition, or initiative that includes provisions that do any of the following:

1. Prohibit, or otherwise unreasonably limit or restrict, the lawful processing and recovery of organic waste through a method identified in Article 2 of this chapter.
2. Limit a particular solid waste facility, operation, property, or activity from accepting organic waste imported from outside of the jurisdiction for processing or recovery.
3. Limit the export of organic waste to a facility, operation, property or activity outside of the jurisdiction that recovers the organic waste through a method identified in Article 2 of this chapter.
4. Require a generator or a hauler to transport organic waste to a solid waste facility or operation that does not process or recover organic waste.
5. Require a generator to use an organic waste collection service or combination of services that do not recover at least the same types of organic waste recovered by a service the generator previously had in place.

(c) This section does not do any of the following:

1. Require a solid waste facility or operation to accept organic waste that does not meet the quality standards established by the solid waste facility or operation.
2. Prohibit a jurisdiction from arranging with a solid waste facility or operation to guarantee permitted capacity for organic waste from the jurisdiction.
3. Supersede or otherwise affect the land use authority of a jurisdiction, including, but not limited to, planning, zoning, and permitting; or an ordinance lawfully adopted pursuant to that land use authority consistent with this section.
(4) Prohibit a jurisdiction from arranging through a contract or franchise for a hauler to transport organic waste to a particular solid waste facility or operation for processing or recovery.

(5) Exempt a jurisdiction, generator, or hauler from compliance with Division 4.5 of Title 22 of the California Code of Regulations relative to the proper handling of hazardous or universal waste or Title 3, Section 1180.48 of the California Code of Regulations relative to Disposal of Parts and Products of Animals Not Intended for Use as Human Food.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.

Section 18990.2. Edible Food Recovery Standards and Policies.

(a) A jurisdiction shall not implement or enforce an ordinance, policy, or procedure that prohibits the ability of a generator, food recovery organization, or food recovery service to recover edible food that could be recovered for human consumption.

(b) A local education agency shall not implement or enforce an ordinance, policy, or procedure that prohibits share tables or requires schools to adhere to a food safety standard not specified in Part 7 of Division 104 of the Health and Safety Code.

(c) Nothing in this chapter shall be construed to limit or conflict with the provisions of the California Good Samaritan Food Donation Act of 2017 (the act). Specifically:

1. Nothing in this chapter shall be construed to limit the amount or types of foods that may be donated under the act.

2. Nothing in this chapter shall be construed to limit the ability of a person, gleaner or food facility to donate food as provided for in Sections 114432 and 114433 of the Health and Safety Code.

3. Nothing in this chapter shall be construed to reduce the immunities provided by the California Good Samaritan Food Donation Act as specified in Section 114434 of the Health and Safety Code.

4. Nothing in this chapter prohibits a food recovery service or organization from refusing to accept edible food from a commercial edible food generator.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Sections 39730.6, 114432, 114433 and 114434.

Article 10. Jurisdiction Edible Food Recovery Programs, Food Generators, and Food Recovery

Section 18991.1. Jurisdiction Edible Food Recovery Program.

(a) A jurisdiction shall implement an edible food recovery program that shall include the actions that the jurisdiction will take to accomplish each of the following:

1. Educate commercial edible food generators as set forth in Section 18985.2.

2. Increase commercial edible food generator access to food recovery organizations and food recovery services.
(3) Monitor commercial edible food generator compliance as required in Article 14 of this chapter.

(4) Increase edible food recovery capacity if the analysis required by Section 18992.2 indicates that the jurisdiction does not have sufficient capacity to meet its edible food recovery needs.

(b) A jurisdiction may fund the actions taken to comply with this section through franchise fees, local assessments, or other funding mechanisms.


Section 18991.2. Recordkeeping Requirements for Jurisdiction Edible Food Recovery Program.

(a) A jurisdiction shall include all documents supporting its compliance with Section 18991.1 in the Implementation Record required by Section 18995.2 and shall also include at a minimum:

(1) A list of commercial edible food generators in the jurisdiction that have a contract or written agreement with food recovery organizations or services pursuant to Section 18991.3(b).

(2) A list of food recovery organizations and food recovery services in the jurisdiction and their edible food recovery capacity.

(3) Documentation of the actions the jurisdiction has taken to increase edible food recovery capacity.


Section 18991.3. Commercial Edible Food Generators.

(a) Tier One commercial edible food generators shall comply with the requirements of this section commencing January 1, 2022. Tier two commercial edible food generators shall comply with the requirements of this section commencing January 1, 2024.

(b) Commercial edible food generators shall arrange to recover the maximum amount of edible food that would otherwise be disposed. A commercial edible food generator shall comply with the requirements of this section through a contract or written agreement with any or all of the following:

(1) Food recovery organizations or services that will collect their edible food for food recovery.

(2) Food recovery organizations that will accept the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.

(c) A large venue or large event operator that does not provide food services, but allows for food to be provided, shall require food facilities operating at the large venue or large event to comply with the requirements of this section.

(d) A commercial edible food generator shall comply with the requirements of this section unless the commercial edible food generator demonstrates the existence of
extraordinary circumstances beyond its control that make such compliance impracticable. If an enforcement action is commenced against a commercial edible food generator for noncompliance, the burden of proof shall be upon the commercial edible food generator to demonstrate extraordinary circumstances. For the purposes of this section extraordinary circumstances are:

(1) A failure by the jurisdiction to increase edible food recovery capacity as required in Section 18991.1.
(2) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters.
(e) An edible food generator shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization or service.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18991.4. Recordkeeping Requirements For Commercial Edible Food Generators.
(a) A commercial edible food generator subject to the requirements in this article shall keep a record that includes the following:
(1) A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement established under Section 18991.3(b).
(2) A copy of contracts or written agreements between the commercial edible food generator and a food recovery service or organization.
(3) A record of the following for each food recovery organization or service that the commercial edible food generator has a contract or written agreement with pursuant to Section 18991.3(b):
   (A) The name, address and contact information of the service or organization.
   (B) The types of food that will be collected by or self-hauled to the service or organization.
   (C) The established frequency that food will be collected or self-hauled.
   (D) The quantity of food collected or self-hauled to a service or organization for food recovery. The quantity shall be measured in pounds recovered per month.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18991.5. Food Recovery Services and Organizations.
(a) A food recovery organization or service that has established a contract or written agreement to collect or receive edible food directly from commercial edible food generators pursuant to Section 18991.3(b) shall maintain records specified in this section:
(1) A food recovery service shall maintain a record of:
(A) The name, address and contact information for each commercial edible food generator that the service collects edible food from.

(B) The quantity in pounds of edible food collected from each commercial edible food generator per month.

(C) The quantity in pounds of edible food transported to each food recovery organization per month.

(D) The name, address and contact information for each food recovery organization that the service transports edible food to for food recovery.

(2) A food recovery organization shall maintain a record of:

(A) The name, address and contact information for each commercial edible food generator that the organization receives edible food from.

(B) The quantity in pounds of edible food received from each commercial edible food generator per month.

(C) The name, address and contact information for each food recovery service that the organization receives edible food from for food recovery.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.


(a) Counties, in coordination with jurisdictions and regional agencies located within the county, shall:

(1) Estimate the amount of all organic waste in tons that will be disposed by the county and jurisdictions within the county by:

(A) Multiplying the percentage of organic waste reported as disposed in the Department’s most recent waste characterization study by the total amount of landfill disposal attributed to the county and each jurisdiction located within the county by the Recycling and Disposal Reporting System; or

(B) Using a waste characterization study or studies performed by jurisdictions located within the county and applying the results of those studies to the total amount of landfill disposal attributed to the county and each jurisdiction located within the county by the Recycling and Disposal Reporting System. Local studies may be used if the studies:

1. Were performed within the last five years,
2. Include at least the same categories of organic waste as the Department’s most recent waste characterization study that was available at the time the local study or studies were performed, and,
3. Include a statistically significant sampling of solid waste disposed by the jurisdiction conducting the study.

(2) A county may incorporate the findings of a published report generated by the appropriate solid waste management entities within the county that provides organic waste disposal tonnages or percentages for specific organic waste material types that are not covered in the Department’s most recent waste characterization study.
This may include, but is not limited to, reports on tons of biosolids or digestate disposed in the county.

(3) Identify the amount in tons of existing organic waste recycling infrastructure capacity, located both in the county and outside of the county, that is verifiably available to the county and jurisdictions located within the county.

(A) A county can demonstrate the capacity is verifiably available to the county or its jurisdictions through a contract, franchise, or other documentation of existing, new, or expanded capacity at a facility, activity, operation or property that recovers organic waste that will be available to the county or its jurisdiction prior to the end of the reporting period.

(4) Estimate the amount of new or expanded organic waste recycling facility capacity that will be needed to process the organic waste identified pursuant to Subdivision (a)(1) in addition to the existing capacity identified in Subdivision (a)(3).

(b) A jurisdiction or regional agency contacted by a county pursuant to Subdivision (a) shall respond to the county's request for the information necessary to comply with the requirements of this article within 120 days of receiving the request from the county.

(1) If a jurisdiction or regional agency fails to provide the information necessary to comply with the requirements of this article within 120 days, the county is not required to include estimates for that jurisdiction in the report it submits pursuant to Section 18992.3.

(2) In the report submitted pursuant to Section 18992.3 the county shall identify any jurisdiction that did not provide the information necessary to comply with the requirements of this article within 120 days of receiving a request from the county.

(c) In complying with this section, the county in coordination with jurisdictions and regional agencies located within the county shall:

(1) Consult with the Enforcement Agency and the local task force created pursuant to Section 40950 of the Public Resources Code on the status of locations for new or expanded solid waste facilities including the potential capacity increase each facility may provide if approved.

(2) Consult with haulers and owners of facilities, operations, and activities that recover organic waste including, but not limited to, compost facilities, in-vessel digestion facilities, and Publicly Owned Treatment Works to gather information on the existing capacity and potential new or expanded capacity at those facilities, operations, and activities.

(A) Entities contacted by a jurisdiction shall respond to the jurisdiction within 60 days regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes.

(3) Conduct community outreach regarding locations being considered for new or expanded facilities, operations, or activities to seek feedback on the benefits and impacts that may be associated with new or expanded facilities, operations, or activities. The community outreach shall:

(A) Include at least one of the following forms of communication: public workshops or meetings, print noticing, and electronic noticing.
(B) If applicable be conducted in coordination with potential solid waste facility
operators that may use the location identified by the county and the jurisdictions
and regional agencies located within the county.
(C) Include communication to disadvantaged communities that may be impacted
by the development of new facilities at the locations identified by the county and
the jurisdictions and regional agencies located within the county.
(D) Communication required by this section must be provided in non-English
languages spoken by a substantial number of the public in the applicable
jurisdiction in a manner that conforms with the requirements of Section 18985.1(e).
(4) Consult with community composting operators to estimate the amount of organic
waste the county, and the jurisdictions and regional agencies located within the
county, anticipate will be handled at community composting activities.
(d) If a county determines that organic waste recycling capacity, in addition to the
available and proposed capacity identified pursuant to Subdivision (a), is needed within
that county, the county shall notify the jurisdiction or jurisdictions that lack sufficient
capacity that it is required to:
(1) Submit an implementation schedule to the Department that demonstrates how it
will ensure there is enough available capacity to recover the organic waste currently
disposed by generators within their jurisdiction by the end of the report period.
(A) The implementation schedule shall include timelines and milestones for
planning efforts to access capacity including, but not limited to:
1. Obtaining funding for organic waste recycling infrastructure including, but not
limited to, modifying franchise agreements or demonstrating other means of
financially supporting the expansion of organic waste recycling.
2. Identification of facilities, operations, and activities that could be used for
additional capacity.
(2) Identify proposed new or expanded organic waste recycling facilities that will be
used to process the organic waste identified pursuant to Subdivision (a)(3).
(e) The notice the county provides jurisdictions pursuant to Subdivision (d) shall be
provided on or before the county submits the report required pursuant to Section
18992.3.
(f) For the purposes of this section, only the following type of organic waste shall be
included in estimates: food, green waste, landscape and pruning waste, wood, paper
products, printing and writing paper, digestate and biosolids.
(g) For the purposes of conducting the estimates required by this section, a county may
subtract the waste generated in an area subject to a waiver granted by the Department
pursuant to Section 18984.12. A county is not required to obtain information from a
jurisdiction that is waived from all of the organic waste collection requirements of this
chapter.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code
Section 39730.6.
Section 18992.2. Edible Food Recovery Capacity.

(a) Counties, in coordination with jurisdictions and regional agencies located within the county, shall:

(1) Estimate the amount of edible food that will be disposed by commercial edible food generators that are located within the county and jurisdictions within the county.

(2) Identify existing capacity at food recovery organizations identified in Section 18992(a)(25)(A)–(B) that is available to commercial edible food generators located within the county and jurisdictions within the county.

(3) Identify proposed new or expanded food recovery organizations and food recovery services that will be used to recover edible food identified pursuant to Subdivision (a)(1).

(4) Identify the amount of new or expanded capacity, if any, at food recovery organizations and food recovery services that is necessary to recover the edible food that is estimated to be disposed by commercial edible food generators in (a)(1).

(b) In complying with this section the county in coordination with jurisdictions and regional agencies located within the county shall consult with food recovery organizations and food recovery services regarding existing or proposed new and expanded capacity that could be accessed by the jurisdiction and its commercial edible food generators.

(1) Entities contacted by a jurisdiction shall respond to the jurisdiction within 60 days regarding available and potential new or expanded capacity.

(c) If a county identifies that new or expanded capacity is needed to recover the amount of edible food identified in Subdivision (a), then each jurisdiction within that county that lacks capacity shall:

(1) Submit an implementation schedule to the Department that demonstrates how it will ensure there is enough new or expanded capacity to recover the edible food currently disposed by commercial edible food generators within its jurisdiction by the end of the reporting period set forth in Section 18992.3 of this article.

(A) The implementation schedule shall include timelines and milestones for planning efforts to access additional new or expanded capacity including, but not limited to:

1. Obtaining funding for edible food recovery infrastructure including, but not limited to, modifying franchise agreements or demonstrating other means of financially supporting the expansion of edible food recovery capacity.

2. Identification of facilities, operations, and activities inside the county that could be used for additional capacity.

(B) Consult with food recovery organizations and food recovery services regarding existing, or proposed new and expanded, capacity that could be accessed by the jurisdiction and its commercial edible food generators.

(d) If a county finds that new or expanded capacity is needed pursuant to Subdivision (c) then on or before the county submits the report required pursuant to Section 18992.3, the county shall notify the jurisdiction or jurisdictions that lack sufficient capacity.

(e) A jurisdiction or regional agency contacted by a county pursuant to this section shall respond to the county’s request for the information necessary to comply with the requirements of this section within 120 days of receiving the request from the county.
(1) If a jurisdiction or regional agency fails to provide the information necessary to comply with the requirements of this article within 120 days, the county is not required to include estimates for that jurisdiction in the report it submits pursuant to Section 18992.3.

(2) In the report submitted pursuant to Section 18992.3 the county shall identify any jurisdiction that did not provide the information necessary to comply with the requirements of this section within 120 days of receiving a request from the county.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18992.3. Schedule For Reporting.
(a) Counties, in coordination with jurisdictions and regional agencies located within the county, shall conduct the planning requirements of Sections 18992.1 and 18992.2, on the following schedule:
(1) August 1, 2022 counties shall report to the Department on the period covering January 1, 2022 through December 31, 2024.
(A) Jurisdictions that are exempt from the organic waste collection requirements pursuant to Section 18984.12, are not required to conduct the capacity planning required in Section 18992.1 and are not required to include capacity plans required by Section 18992.1 in the first reporting period.
(2) August 1, 2024 counties shall report to the Department on the period covering January 1, 2025 through December 31, 2034.
(3) August 1, 2029 counties shall report to the Department on the period covering January 1, 2030 through December 31, 2039.
(4) August 1, 2034 counties shall report to the Department on the period covering January 1, 2035 through December 31, 2044.
(b) If a jurisdiction is required to submit an implementation schedule pursuant to Section 18992.1 or 18992.2 the implementation schedule shall be submitted 120 days following the date the county submitted the report to the Department.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Article 12. Procurement of Recovered Organic Waste Products

Section 18993.1. Recovered Organic Waste Product Procurement Target.
(a) Except as otherwise provided, commencing January 1, 2022, a jurisdiction shall annually procure a quantity of recovered organic waste products that meets or exceeds its current annual recovered organic waste product procurement target as determined by this article. For the purposes of this section, “jurisdiction” means a city, a county or a city and county.
(b) On or before January 1, 2022, and on or before January 1 every five years thereafter, the Department shall recalculate the annual recovered organic waste product
procurement target for each jurisdiction according to the requirements of Subdivision
(c).
(c). Each jurisdiction's recovered organic waste product procurement target shall be
calculated by multiplying the per capita procurement target by the jurisdiction population
where:
(1) Per capita procurement target = 0.08 tons of organic waste per California resident
per year.
(2) Jurisdiction population equals the number of residents in a jurisdiction, using the
most recent annual data reported by the California Department of Finance.
(d) Annually, the Department shall provide notice to each jurisdiction of its annual
recovered organic waste product procurement target by posting such information on the
Department's website and providing written notice directly to the jurisdiction.
(e) A jurisdiction shall comply with Subdivision (a) by one or both of the following;
(1) Directly procuring recovered organic waste products for use or giveaway.
(2) Requiring, through a written contract or agreement, that a direct service provider
to the jurisdiction procure recovered organic waste products and provide written
documentation of such procurement to the jurisdiction.
(f) For the purposes of this article, the recovered organic waste products that a
jurisdiction may procure to comply with this article are:
(1) Compost, subject to any applicable limitations of Public Contract Code Section
22150, that is produced at;
(A) A compostable material handling operation or facility permitted or authorized
under Chapter 3.1 of this division; or
(B) A large volume in-vessel digestion facility as defined and permitted under
Chapter 3.2 of this division that composts on-site. [NOTE: Digestate, as defined in
Section 18982(a)(16.5), is a distinct material from compost and is thus not a
recovered organic waste product eligible for use in complying with this Article.]
(2) Renewable gas used for fuel for transportation, electricity, or heating applications.
(3) Electricity from biomass conversion.
(4) Mulch, provided that the following conditions are met for the duration of the
applicable procurement compliance year:
(A) The jurisdiction has an enforceable ordinance, or similarly enforceable
mechanism, that requires the mulch procured by the jurisdiction to comply with this
article to meet or exceed the physical contamination, maximum metal
concentration, and pathogen density standards for land application specified in
Section 17852(a)(24.5)(A)1, through 3, of this division; and
(B) The mulch is produced at one or more of the following:
   1. A compostable material handling operation or facility as defined in Section
      17852(a)(12), other than a chipping and grinding operation or facility as defined
      in Section 17852(a)(10), that is permitted or authorized under this division; or
   2. A transfer/processing facility or transfer/processing operation as defined in
      Sections 17402(a)(30) and (31), respectively, that is permitted or authorized
      under this division; or
   3. A solid waste landfill as defined in Public Resources Code Section 40195.1
      that is permitted under Division 2 of Title 27 of the California Code of
      Regulations.
(g) The following conversion factors shall be used to convert tonnage in the annual
recovered organic waste product procurement target for each jurisdiction to equivalent
amounts of recovered organic waste products:

(1) One ton of organic waste in a recovered organic waste product procurement
target shall constitute:
(A) 21 diesel gallon equivalents, or “DGE,” of renewable gas in the form of
transportation fuel.
(B) 242 kilowatt-hours of electricity derived from renewable gas.
(C) 22 therms for heating derived from renewable gas.
(D) 650 kilowatt-hours of electricity derived from biomass conversion.
(E) 0.58 tons of compost or 1.45 cubic yards of compost.
(F) One ton of mulch.

(h) Renewable gas procured from a POTW may only count toward a jurisdiction’s
recovered organic waste product procurement target provided the following conditions
are met for the applicable procurement compliance year:

(1) The POTW receives organic waste directly from one or more of the following:
(A) A compostable material handling operation or facility as defined in Section
17852(a)(12), other than a chipping and grinding operation or facility as defined in
Section 17852(a)(10), that is permitted or authorized under this division; or
(B) A transfer/processing facility or transfer/processing operation as defined in
Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under
this division; or
(C) A solid waste landfill as defined in Public Resources Code Section 40195.1
that is permitted under Division 2 of Title 27 of the California Code of Regulations.

(2) The POTW is in compliance with the exclusion described in Section
17896.6(a)(1).

(3) The jurisdiction receives a record from the POTW documenting the tons of
organic waste received by the POTW from all solid waste facilities described in
subsection (h)(1) above.

(4) The amount of renewable gas a jurisdiction or jurisdictions procured from the
POTW for fuel, electricity or heating applications is less than or equal to the POTW’s
production capacity of renewable gas generated from organic waste received at the
POTW directly from solid waste facilities as determined using the relevant conversion
factors in Subdivision (g).

(5) The POTW transported less than 25 percent of the biosolids it produced to
activities that constitute landfill disposal.

(i) Electricity procured from a biomass conversion facility may only count toward a
jurisdiction’s recovered organic waste product procurement target if the biomass
conversion facility receives feedstock directly from one or more of the following during
the duration of the applicable procurement compliance year:

(1) A compostable material handling operation or facility as defined in Section
17852(a)(12), other than a chipping and grinding operation or facility as defined in
Section 17852(a)(10), that is permitted or authorized under this division; or

(2) A transfer/processing facility or transfer/processing operation as defined in
Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under
this division; or
(3) A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under Division 2 of Title 27 of the California Code of Regulations.
(i) If a jurisdiction's annual recovered organic waste product procurement target exceeds the jurisdiction's total procurement of transportation fuel, electricity, and gas for heating applications from the previous calendar year as determined by the conversion factors in Subdivision (g), the target shall be adjusted to an amount equal to its total procurement of those products as converted to their recovered organic waste product equivalent from the previous year consistent with Subdivision (g).
(k) A jurisdiction shall identify additional procurement opportunities within the jurisdiction's departments and divisions for expanding the use of recovered organic waste products.
(l) Rural counties, and jurisdictions located within rural counties that are exempt from the organic waste collection requirements pursuant to Section 18984.12(c), are not required to comply with the procurement requirements in this Section from January 1, 2022-December 31, 2026.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Sections 39730.6 and 39730.8.

Section 18993.2. Recordkeeping Requirements For Recovered Organic Waste Procurement Target.
(a) A jurisdiction, as defined in 18993.1(a), shall include all documents supporting its compliance with this article in the implementation record required by Section 18995.2 of this chapter including, but not limited to, the following:
(1) A description of how the jurisdiction will comply with the requirements of this article.
(2) The name, physical location, and contact information of each entity, operation, or facility from whom the recovered organic waste products were procured, and a general description of how the product was used, and if applicable, where the product was applied.
(3) All invoices or similar records evidencing all procurement.
(4) If a jurisdiction will include procurement of recovered organic waste products made by a direct service provider to comply with the procurement requirements of Section 18993.1(a), the jurisdiction shall include all records of procurement of recovered organic waste products made by the direct service provider on behalf of the jurisdiction including invoices or similar records evidencing procurement.
(5) If a jurisdiction will include renewable gas procured from a POTW for any of the uses identified in 18993.1(f)(2) to comply with the procurement mandate of Section 18993.1(a), a written certification by an authorized representative of the POTW, under penalty of perjury in a form and manner determined by the jurisdiction, attesting to the following for the applicable procurement compliance year:
(A) That the POTW was in compliance with the exclusion in Section 17896.6(a)(1);
(B) The total tons of organic waste received from the types of solid waste facilities listed in Section 18993.1(h)(1); and
(C) The percentage of biosolids that the POTW produced and transported to activities that constitute landfill disposal.

(6) If a jurisdiction will include electricity procured from a biomass conversion facility to comply with the procurement mandate of Section 18993.1(a), a written certification by an authorized representative of the biomass conversion facility certifying that biomass feedstock was received from a permitted solid waste facility identified in 18993.1(i) shall be provided to the jurisdiction. The certification shall be furnished under penalty of perjury in a form and manner determined by the jurisdiction.

(7) If the jurisdiction is implementing the procurement requirements of Section 18993.1 through an adjusted recovered organic waste product procurement target pursuant to Section 18993.1(i), the jurisdiction shall include records evidencing the total amount of transportation fuel, electricity, and gas for heating applications procured during the calendar year prior to the applicable reporting period.

(8) For jurisdictions complying with the requirements of Section 18993.1, through the procurement of mulch, a copy of the ordinance or similarly enforceable mechanism the jurisdiction has adopted requiring that mulch procured by the jurisdiction or a direct service provider meets the land application standards specified in Section 18993.1.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.

Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18993.3. Recycled Content Paper Procurement Requirements.

(a) A jurisdiction shall procure paper products, and printing and writing paper, consistent with the requirements of Sections 22150-22154 of the Public Contract Code.

(b) In addition to meeting the requirements of Subdivision (a), paper products and printing and writing paper shall be eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 as published January 1, 2013, which is hereby incorporated by reference.

(c) A jurisdiction shall require all businesses from whom it purchases paper products and printing and writing paper to certify in writing:

(1) The minimum percentage, if not the exact percentage, of postconsumer material in the paper products and printing and writing paper offered or sold to the jurisdiction. The certification shall be furnished under penalty of perjury in a form and manner determined by the jurisdiction. A jurisdiction may waive the certification requirement if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website.

(2) That the paper products and printing and writing paper offered or sold to the jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12 as published January 1, 2013, which is hereby incorporated by reference.

Reference: Public Resources Code Section 42652.5; Health and Safety Code Section 39730.6; and Public Contracts Code Sections 22150, 22151, 22152, 22153, and 22154.

Section 18993.4. Recordkeeping Requirements for Recycled Content Paper Procurement.
(a) A jurisdiction shall include all documents supporting its compliance with this article in the implementation record required by Section 18995.2 of this chapter including, but not limited to, the following:
   (1) Copies of invoices, receipts or other proof of purchase that describe the procurement of paper products by volume and type for all paper purchases.
   (2) Copies of all certifications or other verification required under Section 18993.3.
Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5; Health and Safety Code Section 39730.6; and Public Contracts Code Sections 22150, 22151, 22152, 22153, and 22154.

Article 13. Reporting

Section 18994.1. Initial Jurisdiction Compliance Report.
(a) Each jurisdiction shall report to the Department on its implementation and compliance with the requirements of this chapter. Each jurisdiction shall report to the Department by April 1, 2022 the following information:
   (1) A copy of ordinances or other enforceable mechanisms adopted pursuant to this chapter.
   (2) The reporting items identified in Section 18994.2(b).
   (3) The following contact information:
      (A) The name, mailing address, phone number, and email address of the employee of the jurisdiction that the jurisdiction has designated as the primary contact person for the purposes of receiving communications regarding compliance with this chapter.
      (B) The name and address of the agent designated by the jurisdiction for the receipt of service of process from the Department for the purposes of enforcement of this chapter if different from (A) above.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18994.2. Jurisdiction Annual Reporting.
(a) A jurisdiction shall report the information required in this section to the Department according to the following schedule:
   (1) On or before October 1, 2022, a jurisdiction shall report for the period of January 1, 2022 through June 30, 2022.
   (2) On or before August 1, 2023, and on or before August 1 each year thereafter, a jurisdiction shall report for the period covering the entire previous calendar year.
(b) Each jurisdiction shall report the following, relative to its implementation of the organic waste collection requirements of Article 3 of this chapter:
(1) The type of organic waste collection service(s) provided by the jurisdiction to its generators.

(2) The total number of generators that receive each type of organic waste collection service provided by the jurisdiction.

(3) If the jurisdiction is implementing an organic waste collection service that requires transport of the contents of containers to a high diversion organic waste processing facility, the jurisdiction shall identify the Recycling and Disposal Reporting System number of each facility that receives organic waste from the jurisdiction.

(4) If the jurisdiction allows placement of compostable plastics in containers pursuant to Section 18984.1 or 18984.2, the jurisdiction shall identify each facility that has notified the jurisdiction that it accepts and recovers that material.

(5) If the jurisdiction allows organic waste to be collected in plastic bags and placed in containers pursuant to Section 18984.1 or 18984.2 the jurisdiction shall identify each facility that has notified the jurisdiction that it can accept and remove plastic bags when it recovers source separated organic waste.

(c) Each jurisdiction shall report the following, relative to its implementation of the contamination monitoring requirements of Article 3 of this chapter:

(1) The number of route reviews conducted for prohibited container contaminants.

(2) The number of times notices, violations, or targeted education materials were issued to generators for prohibited container contaminants.

(3) The results of waste evaluations performed to meet the container contamination minimization requirements and the number of resulting targeted route reviews.

(d) Each jurisdiction shall report the following relative to its implementation of waivers pursuant to Article 3 of this chapter:

(1) The number of days an emergency circumstances waiver as allowed in Section 18984.13 was in effect and the type of waiver issued.

(2) The tons of organic waste that were disposed as a result of waivers identified in Subsection (1), except disaster and emergency waivers granted in Section 18984.13(b).

(3) The number of generators issued a de-minimis waiver.

(4) The number of generators issued a physical space waiver.

(5) A jurisdiction that receives a waiver from the Department pursuant to Section 18984.12 of Article 3 of this chapter shall report the following information for each year the waiver is in effect:

(A) The number of generators waived from the requirement to subscribe to an organic waste collection service.

(e) A jurisdiction shall report the following regarding its implementation of education and outreach required in Article 4 of this chapter:

(1) The number of organic waste generators and edible food generators that received information and the type of education and outreach used.

(f) A jurisdiction shall report the following regarding its implementation of the hauler oversight requirements of Article 7 of this chapter:

(1) The number of haulers approved to collect organic waste in the jurisdiction.

(2) The Recycling and Disposal Reporting System number of each facility that is receiving organic waste from haulers approved by the jurisdiction.

(3) The number of haulers that have had their approval revoked or denied.
(g) A jurisdiction subject to article 8 shall report the following regarding its implementation of the CALGreen Building Standards and Model Water Efficient Landscape Ordinance as required in Article 8 of this chapter:

(1) The number of construction and demolition debris removal activities conducted in compliance with Section 18989.1.

(2) The number of projects subject to Section 18989.2.

(h) A jurisdiction shall report the following regarding its implementation of the edible food recovery requirements of Article 10 of this chapter:

(1) The number of commercial edible food generators located within the jurisdiction.

(2) The number of food recovery services and organizations located and operating within the jurisdiction that contract with or have written agreements with commercial edible food generators for food recovery.

(A) A jurisdiction shall require food recovery organizations and services that are located within the jurisdiction and contract with or have written agreements with commercial edible food generators pursuant to Section 18991.3(b) to report the amount of edible food in pounds recovered by the service or organization in the previous calendar year to the jurisdiction.

(3) The jurisdiction shall report on the total pounds of edible food recovered by food recovery organizations and services pursuant to Subdivision (h)(2)(A).

(i) A jurisdiction shall report the following regarding its implementation of the organic waste recycling capacity planning and edible food recovery capacity planning requirements of Article 11 of this chapter:

(1) A county shall report:

(A) The tons estimated to be generated for landfill disposal.

(B) The amount of capacity verifiably available to the county and cities within the county.

(C) The amount of new capacity needed.

(D) The locations identified for new or expanded facilities.

(E) The jurisdictions that are required to submit implementation schedules.

(F) The jurisdictions that did not provide information required by Article 11 of this chapter to the county within 120 days.

(2) Notwithstanding Subdivision (a), the information required by this subdivision shall be reported on the schedule specified in Section 18992.3.

(j) A jurisdiction, as defined in Sections 18993.1, shall report the following regarding its implementation of the procurement requirements of Article 12 of this chapter:

(1) The amount of each recovered organic waste product procured directly by the city, county, or through direct service providers, or both during the prior calendar year.

(2) If the jurisdiction is implementing the procurement requirements of Section 18993.1 through an adjusted recovered organic waste product procurement target pursuant to Section 18993.1(i), the jurisdiction shall include in its report the total amount of transportation fuel, electricity, and gas for heating applications procured during the calendar year prior to the applicable reporting period.

(k) A jurisdiction shall report the following regarding its implementation of the compliance, monitoring, and enforcement requirements specified in Articles 14-16 of this chapter:
(1) The number of commercial businesses that were included in a compliance review performed by the jurisdiction pursuant to Section 18995.1(a)(1). As well as the number of violations found and corrected through compliance reviews if different from the amount reported in Subdivision (k)(5).
(2) The number of route reviews conducted.
(3) The number of inspections conducted by type for commercial edible food generators, food recovery organizations, and commercial businesses.
(4) The number of complaints pursuant to Section 18995.3 that were received and investigated, and the number of Notices of Violation issued based on investigation of those complaints.
(5) The number of Notices of Violation issued, categorized by type of entity subject to this chapter.
(6) The number of penalty orders issued, categorized by type of entity subject to this chapter.
(7) The number of enforcement actions that were resolved, categorized by type of regulated entity.
(I) A jurisdiction shall report any changes to the information described in Sections 18994.1(a)(1) and 18994.1(a)(3).

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Article 14 Enforcement Requirements

Section 18995.1. Jurisdiction Inspection Requirements.
(a) On or before January 1, 2022, a jurisdiction shall have an inspection and enforcement program that is designed to ensure overall compliance with this chapter and that, at a minimum, includes the following requirements:
   (1) Beginning January 1, 2022, and at least annually thereafter, a jurisdiction shall conduct the following:
      (A) If the jurisdiction is using the compliance method described in Section 18984.1 or 18984.2 of this division, the jurisdiction shall complete a compliance review of all solid waste collection accounts for commercial businesses that are subject to its authority and that generate two cubic yards or more per week of solid waste, including organic waste.
      1. The jurisdiction shall also determine compliance with:
         i. Organic waste generator requirements set forth in Section 18984.9(a),
         ii. Self-haul requirements set forth in Section 18988.3, including whether a business is complying through back-hauling organic waste.
      2. Beginning April 1, 2022, the jurisdiction shall either:
         i. Conduct annual route reviews of commercial businesses and residential generators for compliance with organic waste generator requirements set forth in Section 18984.9(a) and container contamination requirements set forth in Section 18984.5; or
ii. Perform waste evaluations consistent with Section 18984.5(c) to verify commercial businesses and residential generators compliance with organic waste generator requirements set forth in Section 18984.9(a).

(B) If a jurisdiction is using the compliance method described in Section 18984.3, the jurisdiction shall conduct a compliance review of all solid waste collection accounts for commercial businesses that are subject to its authority and generate two cubic yards or more per week of solid waste, including organic waste.

1. The jurisdiction shall also determine compliance with:

i. Organic waste generator requirements set forth in Section 18984.9(a) and document if the business is transporting the contents to a high diversion organic waste processing facility; or

ii. Self-hauling requirements pursuant to Section 18988.3, including whether a business is complying through back-hauling organic waste.

2) Beginning January 1, 2022, conduct inspections of Tier One commercial edible food generators and food recovery organizations and services for compliance with this chapter. Beginning January 1, 2024, conduct inspections of Tier Two commercial edible food generators for compliance with Article 10 of this chapter.

3) Beginning January 1, 2022, investigate complaints as required under Section 18995.3.

4) Beginning January 1, 2022 and until December 31, 2023, a jurisdiction shall provide educational material describing the applicable requirements of this chapter in response to violations.

5) Beginning January 1, 2024, a jurisdiction shall enforce this chapter pursuant to Sections 18995.4 and 18997.2 in response to violations.

6) At least every five years from the date of issuance, verify through inspection that commercial businesses are meeting de minimis and physical space waivers for compliance consistent with the requirements of Section 18984.11.

(b) A jurisdiction shall conduct a sufficient number of route reviews and inspections of entities described in this section to adequately determine overall compliance with this chapter. A jurisdiction may prioritize inspections of entities that it determines are more likely to be out of compliance.

(c) A jurisdiction shall generate a written or electronic record for each inspection, route review, and compliance review conducted pursuant to this chapter. Each record shall include, at a minimum, the following information:

(1) Identifying information for the subject or subjects of the inspection, route review or compliance review, such as, but not limited to:

(A) The name or account name of each person or entity.

(B) A description of the hauler route and addresses covered by a route review.

(C) A list of accounts reviewed for each compliance review.

(2) The date or dates the inspection, route review, or compliance review was conducted.

(3) The person or persons who conducted the action.

(4) The jurisdiction's findings regarding compliance with this chapter, including any Notices of Violation or educational materials that were issued.

(5) Any relevant evidence supporting the findings in Subsection (4) above, such as, but not limited to, photographs and account records.
(6) Route review records shall also include a description of the locations of the route review(s) and the addresses where prohibited container contaminants are found, if any.

(d) Documentation of route reviews, compliance reviews, and inspections, as well as all other records of enforcement conducted pursuant to this chapter shall be maintained in the Implementation Record required by Section 18995.2 of this chapter, and shall include, but not be limited to:

(1) Copies of all documentation of route reviews, compliance reviews, and inspections.

(2) Copies of all enforcement actions required by Section 18995.4 of this chapter, including Notices of Violation and penalty orders.

(3) A list of the date(s) that the jurisdiction determined an entity complied with a Notice of Violation and the evidence that supports that compliance determination.

(4) Copies of notices and educational material provided as required by this section.

(e) Consistent with Section 18981.2, a jurisdiction may have a designee conduct inspections required by this section.

(f) Any records obtained by a jurisdiction through its implementation and enforcement of the requirements of this chapter shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18995.2. Implementation Record and Recordkeeping Requirements.

(a) A jurisdiction shall maintain all records required by this chapter in the Implementation Record.

(b) The Implementation Record shall be stored in one central location, physical or electronic, that can be readily accessed by the Department.

(c) Upon request by the Department, the jurisdiction shall provide access to the Implementation Record within ten business days.

(d) All records and information shall be included in the Implementation Record within 60 days of the creation of the record or information.

(e) All records shall be retained by the jurisdiction for five years.

(f) At a minimum, the following shall be included in the Implementation Record:

(1) A copy of all ordinances or other similarly enforceable mechanisms, contracts, and agreements, as required by this chapter.

(2) A written description of the jurisdiction’s inspection and enforcement program that it uses to comply with Sections 18995.1 and 18995.4.

(3) All organic waste collection service records required by Section 18984.4.

(4) All contamination minimization records required by Section 18984.6.

(5) All waiver and exemption records required by Section 18984.14.

(6) All education and outreach records required by Section 18985.3.

(7) All hauler program records required by Section 18988.4.

(8) All jurisdiction edible food recovery program records required by Section 18991.2.
(9) All recovered organic waste procurement target records required by Section 18993.2.
(10) All recycled content paper procurement records required by Section 18993.4.
(11) All inspection, route review, and compliance review documents generated pursuant to the requirements of Section 18995.1(d).
(12) All records of enforcement actions undertaken pursuant to this chapter.
(13) All records of complaints and investigations of complaints required by Section 18995.3 and compliance with the jurisdiction’s inspection and enforcement requirements of Sections 18995.1.
(14) All records required by Section 18998.4 if the jurisdiction is implementing a performance-based source separated organic waste collection service under Article 17 of this chapter.

(g) All records maintained in the Implementation Record shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18995.3. Jurisdiction Investigation of Complaints of Alleged Violations.

(a) A jurisdiction shall provide a procedure for the receipt and investigation of written complaints of alleged violations of this chapter. The jurisdiction shall allow for the submission of anonymous complaints.
(b) The procedure shall provide that complaints be in writing and include the following information:
   (1) If the complaint is not anonymous, the name and contact information of the complainant.
   (2) The identity of the alleged violator, if known.
   (3) A description of the alleged violation including location(s) and all other relevant facts known to the complainant.
   (4) Any relevant photographic or documentary evidence to support the allegations in the complaint.
   (5) The identity of any witnesses, if known.
(c) A jurisdiction shall commence an investigation within 90 days of receiving a complaint that meets the requirements of Subdivision (b) if the jurisdiction determines that the allegations, if true, would constitute a violation of this chapter. The jurisdiction may decline to investigate a complaint if, in its judgment, investigation is unwarranted because the allegations are contrary to facts known to the jurisdiction.
(d) The jurisdiction shall provide a procedure to notify a complainant of the results of their complaint if the identity and contact information of the complainant are known.
(e) The jurisdiction shall maintain records of all complaints and responses pursuant to this section in the Implementation Record set forth in Section 18995.2. The records shall include the complaint as received and the jurisdiction’s determination of compliance or notice of violations issued.
Section 18995.4. Enforcement by a Jurisdiction.
(a) With the exception of violations of the prohibited container contaminants provisions in Section 18984.5(a), which a jurisdiction shall enforce through the notice provisions of Section 18984.5(b), for violations of this chapter occurring on or after January 1, 2024, the jurisdiction shall take enforcement action as set forth in this section.
(1) The jurisdiction shall issue a Notice of Violation requiring compliance within 60 days of the issuance of that notice.
(2) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the jurisdiction shall commence an action to impose penalties pursuant to Article 16 of this chapter.
(b) The jurisdiction may extend the compliance deadlines set forth in a Notice of Violation issued pursuant to Subdivision (a) if it finds that extenuating circumstances beyond the control of the respondent make compliance within the deadlines impracticable. For purposes of this section, extenuating circumstances are:
(1) Acts of God such as, earthquakes, wildfires, flooding, and other emergencies or natural disasters;
(2) Delays in obtaining discretionary permits or other government agency approvals; and
(3) Deficiencies in organic waste recycling capacity infrastructure or edible food recovery capacity, and the relevant jurisdiction is under a Corrective Action Plan pursuant to Section 18996.2 due to those deficiencies.
(c) A Notice of Violation shall include the following information:
(1) The name(s), or account name(s) if different, of each person or entity to whom it is directed.
(2) A factual description of the violations of this chapter, including the regulatory section(s) being violated.
(3) A compliance date by which the operator is to take specified action(s).
(4) The penalty for not complying within the specified compliance date.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Article 15. Enforcement Oversight by the Department

Section 18996.1. Department Evaluation of Jurisdiction Compliance.
(a) The Department shall evaluate a jurisdiction’s compliance with this chapter as set forth in this article.
(b) In conducting a compliance evaluation, the Department shall review the jurisdiction’s Implementation Record and may conduct inspections, compliance reviews, and route reviews.
(c) The Department shall notify the jurisdiction prior to conducting a compliance
evaluation.
(d) The Department shall provide its findings to the jurisdiction in writing.
(e) If the Department determines at any time that an ordinance adopted by a jurisdiction
is inconsistent with or does not meet the requirements set forth in this chapter, the
Department shall notify the jurisdiction and provide an explanation of the deficiencies.
The jurisdiction shall have 180 days from that notice to correct the deficiencies. If the
jurisdiction does not, the Department shall commence enforcement actions as set forth
in Section 18996.2.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code
Section 39730.6.

Section 18996.2. Department Enforcement Action Over Jurisdictions.
(a) The Department shall enforce this chapter according to the following procedures:
   (1) Issue a Notice of Violation requiring compliance within 90 days of the date of
   issuance of that notice. The Department shall grant an extension for up to a total of
   180 days from the date of issuance of the Notice of Violation if it finds that additional
time is necessary for the jurisdiction to comply.
   (2) The Department shall extend the deadline for a jurisdiction to comply beyond the
   maximum compliance deadline allowed in Subdivision (a)(1) by issuing a Corrective
   Action Plan setting forth the actions a jurisdiction shall take to correct the violation(s).
   A Corrective Action Plan shall be issued if the Department finds that additional time is
   necessary for the jurisdiction to comply and the jurisdiction has made a substantial
effort to meet the maximum compliance deadline but extenuating circumstances
   beyond the control of the jurisdiction make compliance impracticable. The
   Department shall base its finding on available evidence, including relevant evidence
   provided by the jurisdiction.
   (A) If a jurisdiction is unable to comply with the maximum compliance deadline
   allowed in Subdivision (a)(1) due to deficiencies in organic waste recycling
   capacity infrastructure, the Department shall issue a Corrective Action Plan for
   such violations upon making a finding that:
   1. Additional time is necessary for the jurisdiction to comply; and
   2. The jurisdiction has provided organic waste collection service to all hauler
   routes where it is practicable and the inability to comply with the maximum
   compliance deadline in Subdivision (a)(1) is limited to only those hauler routes
   where organic waste recycling capacity infrastructure deficiencies have caused
   the provision of organic waste collection service to be impracticable.
   3. The Department shall, if applicable, consider implementation schedules, as
   described in Section 18992.1, for purposes of developing a Corrective Action
   Plan but shall not be restricted in mandating actions to remedy violation(s) and
   developing applicable compliance deadline(s) to those provided in the
   Implementation Schedule.
   (B) For the purposes of this section, "substantial effort" means that a jurisdiction
   has taken all practicable actions to comply. Substantial effort does not include
circumstances where a decision-making body of a jurisdiction has not taken the
necessary steps to comply with the chapter including, but not limited to, a failure to
provide adequate staff resources to meet its obligations under this chapter, a
failure to provide sufficient funding to ensure compliance, or failure to adopt the
ordinance(s) or similarly enforceable mechanisms under Section 18981.2.
(C) For the purposes of this section, “extenuating circumstances” are:
1. Acts of God, such as earthquakes, wildfires, mudslides, flooding, and other
emergencies or natural disasters,
2. Delays in obtaining discretionary permits or other government agency
approvals.
3. An organic waste recycling infrastructure capacity deficiency requiring more
than 180 days to cure.
(3) A Corrective Action Plan shall be issued by the Department with a maximum
compliance deadline no more than 24 months from the date of the original Notice of
Violation and shall include a description of each action the jurisdiction shall take to
remedy the violation(s) and the applicable compliance deadline(s) for each action.
The Corrective Action Plan shall describe the penalties that may be imposed if a
jurisdiction fails to comply.
(A) An initial Corrective Action Plan issued due to inadequate organic waste
recycling infrastructure capacity may be extended for a period of up to 12 months
if the department finds that the jurisdiction has demonstrated substantial effort.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code
Section 39730.6.

Section 18996.3. Department Enforcement When Jurisdiction Fails to Enforce.
The Department shall take direct enforcement action against an entity subject to a
jurisdiction’s enforcement authority under this chapter consistent with the following
requirements:
(a) If the jurisdiction fails to comply by the deadline in a Notice of Violation, or extension
thereof, issued under Section 18996.2(a)(1) for failure to take enforcement action as
required by this chapter, the Department shall take direct enforcement action against
that entity pursuant to Section 18996.9 upon the Department’s compliance with
Subdivision (b).
(b) Prior to initiating enforcement action under Section 18996.9 against the entity, the
Department shall notify the jurisdiction in writing of its intent to do so and shall include a
general description of the grounds for the Department’s action.
(c) Nothing in this section shall be construed as a limitation on the Department taking
enforcement action against the jurisdiction for a failure to comply with the requirements
of this chapter.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code
Section 39730.6.
Section 18996.4. Access for Inspection by the Department.
(a) Upon presentation of proper credentials, an authorized Department employee or
agent shall be allowed to enter the premises of any entity subject to this chapter during
normal working hours to conduct inspections and investigations in order to examine
organic waste recovery activities, edible food recovery activities, and records in order to
determine compliance with this chapter. Methods may include, but are not limited to,
allowing the review or copying or both, of any paper, electronic, or other records
required by this chapter.
(1) This subdivision is not intended to permit an employee or agent of the Department
to enter a residential property.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code
Section 39730.6.

Section 18996.5. Enforcement Actions Against Organic Waste Generators
Located In Multiple Jurisdictions.
(a) In matters of substantial statewide concern, where multiple jurisdictions determine
that Department enforcement may be more effective at achieving the intent of this
chapter than separate enforcement by each jurisdiction, multiple jurisdictions may,
together, file a joint enforcement referral under this section.
(b) The joint referral may request that the Department take enforcement action in lieu of
those jurisdictions against an organic waste generator or generators, including a
commercial edible food generator or generators, with locations, at minimum, in each of
those jurisdictions.
(c) The joint referral shall be filed with the director of CalRecycle and shall include:
(1) A statement of facts that includes a description of the following:
(A) The relevant locations of the organic waste generator or generators at issue;
(B) The alleged violations of this chapter, the locations of those violations, and the
relevant regulatory sections; and
(C) All evidence known to the jurisdictions that supports the allegations in the
statement of facts.
(2) An analysis of the following issues:
(A) Why the relevant enforcement matter is of substantial statewide concern; and
(B) The basis of the finding by the jurisdictions that Department enforcement
against the relevant organic waste generator or generators will be more effective
at achieving the intent of this chapter than separate enforcement by each
jurisdiction.
(3) A signature from the person in each jurisdiction responsible for compliance with
this chapter, as currently reported to the Department in Article 13, certifying that the
allegations contained in the referral are true and correct to the best of their
knowledge.
(d) The Department shall take enforcement action in lieu of the jurisdictions pursuant to
this section and Section 18996.9 upon a finding that:
(1) The referral meets the requirements of this section and includes credible evidence
supporting all of the factual allegations therein;
(2) The relevant enforcement matter described in the joint referral is of substantial regional or statewide concern; and

(3) Department enforcement action against the relevant organic waste generator will be more effective at achieving the goals of this chapter than separate enforcement by each jurisdiction.

(e) The Department shall respond, in writing, to the joint referral with a determination as to whether it will take enforcement action against the relevant generator in lieu of the jurisdictions.

(1) If the Department agrees to take enforcement action pursuant to a joint referral, the Department shall issue a written order to the relevant jurisdictions mandating suspension of their individual enforcement actions against the relevant organic waste generator or generators.

(2) If the Department fails to respond to a joint referral within 90 days of receipt, the joint referral shall be deemed denied.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18996.6. Department Enforcement Action Regarding State Agencies.

(a) If the Department finds that a state agency is violating Article 5 or Article 10 of this chapter, then the Department shall take the following actions:

(1) Issue a Notice of Violation requiring compliance within 90 days of the date of issuance of that notice. The Department shall grant an additional extension up to 180 days from the date of issuance of the Notice of Violation if it finds that additional time is necessary for the state agency to comply. The Department shall base its finding on available evidence, including relevant evidence provided by the state agency.

(2) If a state agency fails to comply by the final deadline in a Notice of Violation, the Department shall take the following actions:

(A) List the state agency on the Organic Waste Recovery Noncompliance Inventory on the Department’s website until such time as the Department finds that the state agency is no longer in violation.

(B) Notify the Governor.

(C) Notify the Legislature.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18996.7. Department Enforcement Action Regarding Local Education Agencies and Federal Facilities.

(a) If the Department finds that a local education agency or federal facility is violating this chapter, the Department shall issue a Notice of Violation requiring compliance within 90 days. The Department shall grant an additional extension up to 180 days from the date of issuance of the Notice of Violation if it finds that additional time is necessary for the local education agency or federal facility to comply. The Department shall base
its finding on available evidence, including relevant evidence provided by the local
education agency or federal facility. If the local education agency or federal facility fails
to comply with the final deadline in a Notice of Violation, the Department shall list the
local education agency or federal facility on the Organic Waste Recovery
Noncompliance Inventory on its website until such time as the Department determines
that the local education agency or federal facility is no longer in violation.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code
Section 39730.6.

Section 18996.8. Department Investigation of Complaints of Alleged Violations.
(a) The Department shall receive and investigate written complaints of alleged violations
of this chapter according to the requirements of this section.
(b) Complaints may be submitted anonymously, shall be submitted in writing, and shall
include the following information.
(1) If the complaint is not anonymous, the name and contact information of the
complainant.
(2) The identity of the alleged violator, if known.
(3) A description of the alleged violation including location(s) and all other relevant
facts known to the complainant.
(4) Any relevant photographic or documentary evidence to support the allegations in
the complaint.
(5) The identity of any witnesses, if known.
(c) The Department shall commence an investigation within 90 days of receiving a
complaint that meets the requirements of Subdivision (b) if the Department determines
the allegations, if true, would constitute a violation of this chapter subject to the
enforcement authority of the Department. The Department may decline to investigate a
complaint if, in its judgment, investigation is unwarranted because the allegations are
contrary to facts known to the Department. The Department shall notify the complainant
of the results of the investigation if the identity and contact information of the
complainant are known.
(d) If the Department receives a complaint about a violation within the enforcement
authority of a jurisdiction, it shall refer the complaint to the jurisdiction for investigation
under Section 18995.3.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code
Section 39730.6.

Section 18996.9. Department Enforcement Actions Against Entities.
(a) The Department shall take enforcement action against the following entities pursuant
to the requirements of this section when a jurisdiction has failed to enforce this chapter
as determined under Section 18996.3, or lacks the authority to enforce this chapter:
(1) Organic waste generators, commercial edible food generators, haulers, and food
recovery organizations and services; and
(2) A non-local entity that is not subject to Section 18996.6 or 18996.7.

(b) Violations of this chapter that are subject to this section shall be enforced as follows:

(1) For a first violation:
   (A) The Department shall issue a Notice of Violation requiring compliance within
       60 days of the issuance of that notice.
   (B) If the violation continues after the compliance deadline in the Notice of
       Violation, the Department shall issue a Notice and Order to Correct requiring
       compliance within 30 days of issuance of that Notice and Order. The Notice and
       Order to Correct shall inform the respondent that the Department shall impose
       penalties upon failure to comply by the deadline in that Notice and Order.
   (C) If the violation continues after the compliance deadline in the Notice and Order
       to Correct, the Department shall commence action to impose penalties pursuant to
       Section 18997.5.

(2) For a second or subsequent violation occurring within 5 years of a first violation:
   (A) The Department shall issue a Notice and Order to Correct requiring
       compliance within 30 days of the issuance of that Notice and Order. The Notice
       and Order to Correct shall inform the respondent that the Department may impose
       penalties upon failure to comply by the deadline in that Notice and Order.
   (B) If the violation continues after the compliance deadline in the Notice and Order
       to Correct, the Department shall commence action to impose penalties pursuant to
       Section 18997.5.
   (c) The Department shall extend the deadlines set forth in Subdivision (b) if it makes
       the following findings based on available evidence, including relevant evidence provided
       by the respondent:
       (1) Additional time is necessary to comply,
       (2) Extenuating circumstances beyond the control of the respondent make
           compliance impracticable. For the purposes of this section, “extenuating
           circumstances” are:
           (A) Acts of God, such as earthquakes, wildfires, mudslides, flooding, and other
               emergencies or natural disasters,
           (B) Delays in obtaining discretionary permits or other government agency
               approvals,
           (C) An organic waste recycling infrastructure capacity deficiency and the
               jurisdiction within which the respondent is located is subject to a Corrective Action
               Plan pursuant to Section 18996.2 due to such deficiencies.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code
Section 39730.6.

Article 16. Administrative Civil Penalties

Section 18997.1. Scope.
(a) Administrative civil penalties for violations of this chapter shall be imposed
consistent with the requirements of this Article as authorized by Public Resources Code
Section 42652.5.
(b) A jurisdiction shall adopt ordinance(s) or enforceable mechanisms to impose penalties as prescribed in Section 18997.2.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Sections 41850, 42652.5 and Health and Safety Code Section 39730.6

Section 18997.2. Penalty Amounts.
(a) A jurisdiction shall impose penalties for violations of the requirements of this chapter consistent with the applicable requirements prescribed in Government Code Sections 53069.4, 25132 and 36900. The penalty levels shall be as follows:
(1) For a first violation, the amount of the base penalty shall be $50-$100 per violation.
(2) For a second violation, the amount of the base penalty shall be $100-$200 per violation.
(3) For a third or subsequent violation, the amount of the base penalty shall be $250-$500 per violation.
(b) Nothing in this section shall be construed as preventing a jurisdiction from revoking, suspending, or denying a permit, registration, license, or other authorization consistent with local requirements outside the scope of this chapter in addition to the imposition of penalties authorized under this section.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.

Section 18997.3 Department Penalty Amounts.
(a) Penalties shall be imposed administratively in accordance with the requirements set forth in this section.
(b) Penalties, except for violations specified in subdivision (d), shall be assessed as follows:
(1) A "Minor" violation means a violation involving minimal deviation from the standards in this chapter, where the entity failed to implement some aspects of a requirement but has otherwise not deviated from the requirement. The penalties for this type of violation shall be no less than five hundred dollars ($500) per violation and no more than four thousand dollars ($4,000) per violation per day.
(2) A "Moderate" violation means a violation involving moderate deviation from the standards in this chapter. A violation which is not a minor violation or a major violation shall be a moderate violation. The penalties for this type of violation shall be no less than four thousand dollars ($4,000) per violation and shall be no more than seven thousand five hundred dollars ($7,500) per violation per day.
(3) A "Major" violation means a violation that is a substantial deviation from the standards in this chapter that may also be knowing, willful or intentional or a chronic violation by a recalcitrant violator as evidenced by a pattern or practice of noncompliance. The penalties for this type of violation shall be no less than seven thousand five hundred dollars ($7,500) per violation per day and no more than ten thousand dollars ($10,000) per violation per day.
thousand dollars ($10,000) per violation per day. For purposes of this subsection, a
major violation shall always be deemed to include the following types of violations:
(A) A jurisdiction fails to have any ordinance or similarly enforceable mechanism
for organic waste disposal reduction and edible food recovery.
(B) A jurisdiction fails to have a provision in a contract, agreement, or other
authorization that requires a hauler to comply with the requirements of this
chapter.
(C) A jurisdiction fails to have an edible food recovery program.
(D) A jurisdiction fails to have any Implementation Record.
(E) A jurisdiction implements or enforces an ordinance, policy, procedure,
condition, or initiative that is prohibited under Sections 18990.1 or 18990.2.
(F) A jurisdiction fails to submit the reports required in Sections 18994.1 and
18994.2.
(c) Once the penalty range has been determined pursuant to Subdivision (b), the
following factors shall be used to determine the amount of the penalty for each violation
within that range:
(1) The nature, circumstances, and severity of the violation(s).
(2) The violator’s ability to pay.
(3) The willfulness of the violator’s misconduct.
(4) Whether the violator took measures to avoid or mitigate violations of this chapter.
(5) Evidence of any economic benefit resulting from the violation(s).
(6) The deterrent effect of the penalty on the violator.
(7) Whether the violation(s) were due to conditions outside the control of the violator.
(d) For violations of the Recovered Organic Waste Product Procurement requirements
in Section 18993.1, where a jurisdiction fails to procure a quantity of recovered organic
waste products that meets or exceeds its recovered organic waste product procurement
target, the Department shall determine penalties under this Subdivision (d) based on the
following:
(1) The Department shall calculate the jurisdiction’s daily procurement target
equivalent by dividing the procurement target by 365 days.
(2) The Department shall determine the number of days a jurisdiction was in
compliance by dividing the total amount of recovered organic waste products
procured by the daily procurement target equivalent.
(3) The Department shall determine the number of days a jurisdiction was out of
compliance with the procurement target by subtracting the number of days calculated
in Subdivision (d)(2) from 365 days.
(4) The penalty amount shall be calculated by determining a penalty based on the
factors in Subdivision (c) above, and multiplying that number by the number of days
determined according to Subdivision (d)(3). The penalty amount shall not exceed
$10,000 per day.
(e) Notwithstanding Subdivisions (a)-(d) if the Department sets a penalty amount for
multiple violations of this chapter, the aggregated penalty amount for all violations shall
not exceed the amount authorized in Section 42652.5 of the Public Resources Code.
(f) Nothing in this section shall be construed as authorizing the Department to impose
penalties on residential organic waste generators.
Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.

Section 18997.4. Organic Waste Recovery Noncompliance Inventory.
(a) If the Department finds that a state agency, local education agency, or federal facility has failed to meet the final deadline in a Notice of Violation issued under this chapter, the Department shall send a notice stating that the Department has placed the respondent on the Organic Waste Recovery Noncompliance Inventory listed on its website. The Department may remove the respondent from the Organic Waste Recovery Noncompliance Inventory upon a finding, based on available evidence, that the respondent is no longer in violation of this chapter.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18997.5. Department Procedure for Imposing Administrative Civil Penalties.
(a) The Department shall commence an action to impose administrative civil penalties by serving an accusation on a jurisdiction, person and/or entity, and a notice informing the jurisdiction, person, and/or entity of their right to a hearing conducted pursuant to Section 18997.6.

(b) The accusation and all accompanying documents may be served on the respondent(s) by one of the following means:
(1) Personal service;
(2) Substitute service by using the same service procedures as described in Section 415.20 of the Code of Civil Procedure;
(3) Certified Mail or registered mail; or
(4) Electronically, with the consent of the respondent(s).

(c) Upon receipt of the accusation, the respondent shall file a request for hearing with the director of the Department within 15 days or the respondent will be deemed to have waived its right to a hearing.

(d) The Department shall schedule a hearing within 30 days of receipt of a request for hearing that complies with the requirements of this section.

(e) The hearing shall be held before the director of the Department, or the director's designee, within 90 days of the scheduling date.

(f) If the respondent(s) waive(s) the right to a hearing, the Department shall issue a penalty order in the amount described in the accusation.

(g) The director of the Department, or the director's designee, shall issue a written decision within 60 days of the conclusion of the hearing.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.
Section 18997.6. Department Procedures for Hearings and Penalty Orders.
(a) A hearing required under this chapter shall be conducted by the director of the
Department, or the director’s designee, in accordance with the informal hearing
requirements specified in Chapter 4.5 (commencing with Section 11400) of Part 1 of
Division 3 of Title 2 of the Government Code.
(b) A penalty order issued under Section 18997.5 shall become effective and final upon
issuance thereof, and payment shall be due within 30 days of issuance, unless
otherwise ordered by the director or the director’s designee. A penalty order may be
served by any method described in Section 18997.5(b).

Reference: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Section 39730.6.

Article 17: Performance-Based Source Separated Organic Waste
Collection Service

Section 18998.1. Requirements for Performance-Based Source Separated
Collection Service.
(a) If a jurisdiction implements a performance-based source separated organic waste
collection service it shall:
(1) Provide a three-container organic waste collection service consistent with Section
18984.1 (a), (b) and (d)-(f) of this chapter to at least 90 percent of the commercial
businesses and 90 percent of the residential sector subject to the jurisdiction’s
authority.
(2) Transport the contents of the source separated organic waste collection stream to
a designated source separated organic waste facility.
(3) Ensure that the presence of organic waste in the gray container collection stream
does not exceed an annual average of 25 percent by weight.
(A) The annual average percent of organic waste present in the gray container
collection stream shall be determined by the results of waste evaluations
performed by the jurisdiction pursuant to Section 18984.5.
(B) The annual average percent of organic waste present in a jurisdiction’s gray
container collection stream is the average of the results of the gray container
waste collection stream samples performed by the jurisdiction in the immediately
previous four quarters pursuant to Section 18984.5.
(4) Provide collection service to organic waste generators subject to their authority.
Consistent with Section 18984.1, a jurisdiction shall not require commercial
businesses or residents to request solid waste collection service prior to enrollment.
(5) Notify the Department pursuant to Section 18998.3.
(b) Jurisdictions that delegate collection services to a designee shall include in their
contracts or agreements with the designee a requirement that all haulers transport the
source separated organic waste collection stream collected from generators subject to
the authority of a jurisdiction to a designated source separated organic waste facility.
(c) If a jurisdiction fails to meet the requirements of this section after notifying the
Department in accordance with Section 18998.3, the jurisdiction shall implement an
organic waste collection service that complies with the requirements of Article 3 of this
The jurisdiction shall be subject to the applicable enforcement processes outlined in this chapter until services that comply with Article 3 are provided to generators, and the jurisdiction shall not be eligible for the compliance exceptions in Section 18998.2.

(d) A hauler providing a performance-based source separated collection service is not required to comply with the provisions of Section 18988.2 in jurisdictions implementing this service, but shall comply with the following in jurisdictions implementing this service:

(1) Only transport the source separated organic waste collection stream to a designated source separated organic waste recycling facility.
(2) Keep a record of the documentation of its approval by the jurisdiction.

(e) The requirements of Subdivision (d) are not applicable to:

(1) A hauler that, consistent with Division 30, Part 2, Chapter 9, Article 1, commencing with Section 41950 of the Public Resources Code, transports source separated organic waste to a community composting site; or
(2) A hauler that is lawfully transporting construction and demolition debris in compliance with Section 18989.1.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18998.2. Compliance Exceptions.

(a) If a jurisdiction implements a performance-based source separated collection service that meets the requirements of Section 18998.1(a), the jurisdiction shall not be subject to the following:

(1) The collection requirements in Sections 18984.2 and 18984.3.
(2) The container labeling requirements in Section 18984.8, and waivers in Section 18984.11.
(3) The recordkeeping requirements in Sections 18984.4, and 18984.14.
(4) The organic waste recovery education and outreach requirements in Section 18985.1.
(5) The recordkeeping requirements in Section 18985.3 except as related to edible food recovery education and outreach performed under Section 18985.2.
(6) The regulation of haulers in Article 7 of this chapter.
(7) The jurisdiction annual reporting requirements in Section 18994.2(c)(1)-(2), (d)-(f) and (k).
(8) The jurisdiction inspection and enforcement requirements in Sections 18995.1, except for the provisions related to edible food generators and food recovery organizations and services in that section.
(9) The implementation record and recordkeeping requirements in Section 18995.2(f)(3)-(7). Implementation Records requirements in Section 18995.2(f)(11)-
(13) shall only be required for inspections and enforcement related to edible food generators and food recovery organizations and services.
(10) The jurisdiction investigation of complaints of alleged violations requirements in Section 18995.3, except as it pertains to entities subject to the edible food recovery requirements of Article 10 of this chapter.
(11) The jurisdiction enforcement requirements in Section 18995.4, except as it pertains to entities subject to the edible food recovery requirements of Article 10 of this chapter.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.

Section 18998.3. Notification to Department.
(a) A jurisdiction that will implement a performance-based source separated collection service beginning in 2022 shall notify the Department on or before January 1, 2022. A jurisdiction that will implement a performance-based source separated collection system in any subsequent year shall notify the Department on or before January 1 of that year.
(b) The notification shall include the following information:
(1) The name of the jurisdiction.
(2) Date the jurisdiction will start providing the performance-based source-separated collection service.
(3) Contact information for the jurisdiction, including the name, address and telephone number of the representative of the jurisdiction with primary responsibility for ensuring compliance with this article.
(4) The address within the jurisdiction where all records required by this chapter are maintained.
(5) A list of each designated source separated organic waste facility, landfill disposal facility and any other solid waste facility and their Recycling and Disposal Reporting System number for any facility that will be receiving solid waste directly from the jurisdiction.
(6) The name of any designee the jurisdiction has delegated responsibilities to pursuant to Section 18998.1 and any relevant documentation demonstrating the designee’s obligation to comply with the provisions of this article.
(7) A statement by the representative of the jurisdiction with primary responsibility for ensuring compliance with this article, under penalty of perjury, that all information contained in the notification is true and correct to the best of their knowledge and belief.
(8) The percent of commercial businesses and the percent of the residential sector currently enrolled in organic waste collection services provided by the jurisdiction.
(c) In the initial report to the department required in Section 18994.1, a jurisdiction implementing a performance-based source separated organic waste collection service shall certify that at least 90 percent of the commercial businesses and 90 percent of the residential sector subject to the jurisdiction’s authority are enrolled in a collection service that complies with the requirements of Section 18998.1.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code Section 39730.6.
Section 18998.4. Recordkeeping.
A jurisdiction implementing a performance-based source separated organic waste
collection service pursuant to this article shall maintain the following information and
documents in the Implementation Record required by Section 18995.2:
(a) The geographical area each designee serves.
(b) If a designee is used, a copy of the contract or agreement for each designee
specifying the requirement that all haulers transport the source separated organic waste
collection stream collected from generators subject to the jurisdiction’s authority to a
designated source separated organic waste facility.
(c) Records evidencing compliance with Section 18998.1(a) including, but not limited to:
   (1) A current list of generator addresses subject to the authority of the jurisdiction.
   (2) A current list of generator addresses subject to the authority of the jurisdiction that
       are served with a performance-based source separated organic waste collection
       service.
   (3) A current list of generator addresses within the jurisdiction that the jurisdiction
       does not require to use the performance-based source separated organic waste
       collection service.
   (4) Documentation of the enrollment system used by the jurisdiction consistent with
       Section 18998.1(a)(4).
(d) A jurisdiction implementing a performance-based source separated organic waste
collection service is still required to maintain the following records specified in Section
   18995.2:
      (1) Records required by (f)(1).
      (2) Records required by (f)(2) and (6) as they pertain to the edible food recovery
          requirements chapter.
      (3) Records required by (f)(8)-(10).
      (4) Records required by (f)(11)-(13) as they pertain to the edible food recovery
          requirements of this chapter.

Authority cited: Public Resources Code Sections 40502, 43020, 43021 and 42652.5.
Reference: Public Resources Code Section 42652.5 and Health and Safety Code
Section 39730.6.

Title 27. Environmental Protection
Division 2. Solid Waste

Chapter 3. Criteria for All Waste Management Units,
Facilities, and Disposal Sites

Subchapter 4. Criteria for Landfills and Disposal Sites
Article 3: CalWasteRecycle—Handling, Equipment, and Maintenance

(a) For new or expanding solid waste landfills, the operator shall implement organic waste recovery activities, as approved by the EA. Organic waste recovery activities shall be confined to specified, clearly identifiable areas of the site and shall be arranged to minimize health and safety hazard, vector harborage, or other hazard or nuisance, and be limited to a volume and storage time as approved by the EA.
(1) An operator only accepting solid wastes that have already been processed through a high diversion organic waste processing facility or a designated source separated organic waste facility does not need to implement organic waste recovery activities.
(b) For the purposes of this section “organic waste recovery activities” means activities that divert organic waste from landfill disposal to activities that constitute a reduction of landfill disposal of organic waste as defined in Article 2 of Chapter 12 of Division 7 of Title 14 of the California Code of Regulations (commencing with Section 18983.1), either on-site or transport to another site where those activities occur.
(c) For the purposes of the section, “expanding” means a solid waste landfill proposing to make a significant change to the design or operation as determined by the EA pursuant to 27 CCR Section 21665.
(1) Changing the hours of operation of a landfill is not considered an expansion pursuant to 27 CCR Section 20750.1(c).

Note:
Authority cited: Section 40502 and 43020, Public Resources Code.

Chapter 4. Documentation and Reporting for Regulatory Tiers, Permits, WDRs, and Plans

Subchapter 3: Development of Waste Discharge Requirements (WDRs) and Solid Waste Facility Permits

Article 2. CalRecycle—Applicant Requirements

§21570. CalRecycle—Filing Requirements.
(a) Any operator of a disposal site who is required to have a full solid waste facilities permit and waste discharge requirements pursuant to Public Resources Code, Division 31 and §20080(f) shall submit an application package for a solid waste facilities permit in duplicate to the EA pursuant to ¶(f). The applicant shall also simultaneously submit one copy of the application form and the Joint Technical Document (JTD) to the Regional Water Quality Control Board (RWQCB) and one copy of the application form to the director of the local agency that oversees local land use planning for the
jurisdiction in which the site is located. The applicant shall ensure demonstration of financial assurances to CalRecycle pursuant to Chapter 6 of this Subdivision.

(b) All other applicants who are required to have a full solid waste facilities permit shall submit an application package for a solid waste facilities permit in duplicate to the EA pursuant to ¶(f) and one copy of the application form to the director of the local agency that oversees local land use planning for the jurisdiction in which the site is located. The applicant shall also simultaneously submit one copy of the application form to the RWQCB.

(c) Any application package submitted to the EA shall be accompanied by the fee specified by the EA pursuant to Public Resources Code §44006(c).

(d) The application package shall require that information be supplied in adequate detail to permit thorough evaluation of the environmental effects of the facility and to permit estimation of the likelihood that the facility will be able to conform to the standards over the useful economic life of the facility. The application package shall require, among other things, that the applicant and the owner give the address at which process may be served upon them.

(e) All information in the application package shall be certified by the applicant and the owner of the site as being true and accurate to the best knowledge and belief of each. The applicant, owner of the facility, or both, shall supply additional information as deemed necessary by the EA.

(f) A complete and correct application package shall include, but not necessarily be limited to, the following items:

1. Application For Solid Waste Facilities Permit/Waste Discharge Requirements Form CalRecycle E-1-77 (Version 11-15 8-94) (Appendix 1); and

2. Complete and correct Report of Facility Information. In the case of disposal sites, this will be a Report of Disposal Site Information (RDSI) in the format of a JTD or a Disposal Site Facility Plan or Disposal Facility Report in the format of a JTD; and

3. California Environmental Quality Act (CEQA) compliance information as follows:
   (A) Evidence that there has been compliance with the CEQA, Division 13 (commencing with §21000) of the Public Resources Code, regarding the facility; or
   (B) Information on the status of the application's compliance with the CEQA regarding the facility, including the proposed project description. Once there has been compliance with the CEQA regarding the facility, evidence of compliance shall be submitted to the EA; and

4. Any CEQA Mitigation Monitoring Implementation Schedule; and

5. Conformance finding information, including one of the following:
   (A) Until a countywide or regional agency integrated waste management plan has been approved by CalRecycle, the application shall include statements that: the facility is identified and described in or conforms with the County Solid Waste Management Plan, or otherwise complies with Public Resources Code §50000; and that the facility is consistent with the city or county General Plan and compatible with surrounding land use, in accordance with Public Resources Code §50000.5; or
   (B) After a countywide or regional agency integrated waste management plan has been approved by CalRecycle, the application shall include a statement that: the facility is identified in either the countywide siting element, the nondisposal facility
element, or in the Source Reduction and Recycling Element for the jurisdiction in which it is located; or, that the facility is not required to be identified in any of these elements pursuant to Public Resources Code §50001; and

(6) For disposal sites, completeness determination of Preliminary or Final Closure/Postclosure Maintenance Plan as specified in §§21780, 21865, and 21890 (Subchapter 4 of this chapter); and

[Note: The operator has the option of submitting the preliminary closure plan with the JTD, in which case the EA, RWQCB, and CalRecycle would review it at the same time. If deemed complete by the reviewing agencies, the solid waste facilities permit application package could then be accepted for filing if all other information in the JTD is accepted by the EA. Or the operator can submit a stand alone preliminary closure plan to be deemed complete by reviewing agencies before the application package is submitted to the EA. For CalRecycle purposes, all final closure/postclosure plans are stand alone documents but can be processed jointly with a proposed solid waste facilities permit revision as long as the final plan is determined complete prior to approval of the proposed solid waste facilities permit. The JTD Index prepared for the EA should show where each closure requirement is addressed in the closure/post-closure plan.]

(7) For disposal sites, a copy of the most recently submitted detailed written estimate or latest approved estimate, whichever identifies the greatest cost, to cover the cost of known or reasonably foreseeable corrective action activities, pursuant to §22101;

(8) For disposal sites, current documentation of acceptable funding levels for required closure, postclosure maintenance, and corrective action Financial Assurance Mechanisms (in accordance with Chapter 6, Division 2); and

(9) For disposal sites, current documentation of compliance with operating liability

requirements in accordance with Chapter 6;

(10) For disposal sites permitted for more than 20 tons-per-day, a ground or aerial survey to be completed at least once every five years or more frequently as determined by the EA. For disposal sites permitted for 20 tons-per-day or less, a ground or aerial survey must be completed at least once every ten years. Survey results must be submitted as a CADD or vector graphics data file including at least two strata, i.e., 1) a stratum showing the base and finished ground surfaces, and 2) a stratum showing the existing and finished ground surfaces. For disposal sites where a change in permitted volume is proposed, a third stratum showing the base and proposed finished ground surface must be included. For each stratum the following information shall be included: site name, stratum name, surface1 name, surface2 name, volume calculation method (grid, composite, section), expansion (cut) factor, compaction (fill) factor, cut volume, fill volume and net volume. All volumes shall be reported in cubic yards. If the base ground surface is uncertain, the operator is allowed to provide the best available information as a substitute for the actual as-built contours. If selecting this substitute method, the operator must provide an explanation of the basis for using the substitute base ground surface. For the purposes of this section the following definitions apply:

(A) "base ground surface" - the best available excavation plan surface that existed prior to the placement of any waste;

(B) "CADD" - computer aided design and drafting;
(C) "compaction (fill) factor" - the factor used to correct for expected compaction of fill material; this factor should normally be unity (one); if the factor is not unity (one), an explanation must be provided for the basis of the volumetric correction;
(D) "cut volume" - for any stratum, the volume removed by a cut of a lower surface to achieve the upper surface;
(E) "existing ground surface" - the topography that exists at the time of the subject survey;
(F) "expansion (cut) factor" - the factor used to correct for expected expansion of a cut surface; this factor should normally be unity (one); if the factor is not unity (one), an explanation must be provided for the basis of the volumetric correction;
(G) "fill volume" - for any stratum, the volume bound between the upper and lower surfaces;
(H) "finished ground surface" - the final fill plan surface as shown in the approved closure plan for the disposal site;
(I) "net volume" - the fill volume less the cut volume;
(J) "site name" - the name of the disposal site for which the survey information is being submitted;
(K) "stratum (plural: strata)" - a particular volume of a solid waste landfill bound by specified upper and lower surfaces;
(L) "stratum name" - a descriptive name for the stratum for which volumetric information is being submitted, e.g., total volume including proposed expansion;
(M) "surface names" - names for the pair of surfaces that define a named stratum, e.g., base ground surface and proposed finished ground surface;
(N) "survey" - a comprehensive examination of the disposal site under the direction of registered civil engineer or licensed land surveyor for purposes of determining the topography of the base, existing and finished ground surfaces, and the volumes bound by those surfaces;
(O) "vector graphics" - computer generated images comprised of lines and shapes of given origin, direction, thickness, color and other attributes;
(P) "volume calculation method" - grid, composite, section or other method approved by the enforcement agency.

(11) For disposal sites, one of the following:

(A)

(i) In-place density (pounds of waste per cubic yard of waste). The in-place density is the estimated or measured density of in-place waste material achieved by mechanical or other means in the development of the current lift of the current operating waste cell, and
(ii) Waste-to-cover ratio, estimated, (volume:volume). The waste-to-cover ratio estimate is a unit-less expression of the proportion of the volumes of waste and cover that comprise a volume of compacted fill material, e.g. 4:1. The cover portion of the waste-to-cover ratio estimate should include only soil or approved daily or intermediate alternative cover that is not considered a waste material, i.e., payment of fees to CalRecycle is not required. The waste portion of the waste-to-cover ratio estimate should include only waste material for which payment of fees to CalRecycle is reported, or
(B) Airspace utilization factor (tons of waste per cubic yard of landfill airspace).
The airspace utilization factor (AUF) is the effective density of waste material in
the landfill. The AUF is recorded as the total weight of waste material passing over
the landfill scales that is placed in a known volume of landfill airspace in a given
period of time. The waste portion of the AUF should include only waste material for
which payment of fees to CalRecycle is reported.
(12) List of all public hearings and other meetings open to the public that have been
held or copies of notices distributed that are applicable to the proposed solid waste
facilities permit action.
(g) For new or expanded solid waste facilities, hold a public meeting with any affected
disadvantaged communities within 180 days of submittal of the permit application
package.
(1) Provide copies (hard copy or electronic) of notices distributed to the affected
disadvantaged communities.
(2) Provide a summary of the comments received at the public meeting, responses to
any public comments, and any other steps taken by the applicant relative to those
comments.
(3) For the purposes of this section “affected disadvantaged communities” means
communities identified by the California Environmental Protection Agency pursuant to
Section 39711 of the Health and Safety Code as disadvantaged that are located
within one mile of the facility.

Note:
Authority cited: Section 40002, 40502 and 43020, Public Resources Code.
Reference: Sections 43103, 42652.5, 44001-44017, 44100-44101, 44300-44301,
44500-44503 and 44813-44816, Public Resources Code and Section 39730.6, Health
and Safety Code.

Any operator of a disposal site which is required to submit a RDSI, closure/postclosure
maintenance plan, and/or a ROWD or any other report that addresses similar regulatory
concerns, may address those requirements under one JTD. The JTD will be used in
place of the RDSI only if it meets all the requirements set forth in §21600 and lists
where each requirement has been satisfied in the document in the form of a JTD index,
pursuant to ¶(c).
(a) After July 18, 1997, any operator of an existing facility who submits an application
package to the EA, pursuant to §21570, which proposes to change the facility’s
operations, or to change the SWFP shall do one of the following:
(1) Submit the updated information as an amendment to the existing JTD along with,
a JTD index as described in ¶(c), referencing the new or updated information; or
(2) Submit a complete JTD as described in §21600 along with a JTD index as
described in subsection (c).
(b) After July 18, 1997, any operator of a new facility that submits an application
package to the EA pursuant to §21570, shall submit a complete JTD pursuant to
§21600, and an index of the topics addressed in the JTD to be used by the EA as
described in ¶(c).
(c) As of July 18, 1997, the operator shall include with the JTD a copy of an index specifically for use by the EA. The page number or the first line number within the JTD which addresses the topic shall be noted next to that topic in the index. The EA shall make available to the operator either in hard copy and/or on magnetic media an electronic copy of a JTD index listing, (Index found in Appendix 2) showing each topic which the JTD must address to provide the EA with relevant facility information for writing or revising the facility permit.

(d) These requirements do not apply to those facilities which have filed a ROWD or RDSI and application for SWFP prior to July 18, 1997. In the event the EA determines the application package for an RDSI first submitted prior to the effective date of these regulations to be incomplete, additional information requested shall be submitted as part of the RDSI and/or application for SWFP, as appropriate.

Note:
Authority cited: Sections 40502, 43020, and 43021, Public Resources Code.

Article 3: CIWMB CalRecycle—Enforcement Agency (EA)

Requirements

§21650. CIWMB CalRecycle—EA Processing Requirements. (T14 §18203)

(a) Upon its receipt, the EA shall stamp the application package with the date of receipt. The EA shall examine the application package to determine whether it meets the requirements of §21570. If the EA finds the package meets the requirements of §21570, the application package shall be accepted and stamped with the date of acceptance. Notwithstanding any other provision of this division, the application package shall be deemed filed on the date of acceptance.

(b) The EA shall either accept or reject the application package within thirty days of its receipt.

c) Within five days of filing, the EA shall notify the CIWMB CalRecycle, and the RWQCB if applicable, of its determination. The EA shall submit as its notification to the CIWMB CalRecycle a copy of the accepted application form. The EA shall also forward a copy of the application form to the RWQCB if applicable.

(d) If the EA determines that the application package does not meet the requirements of §21570, it shall reject and not file the application, and it shall, within five days of determination, so notify the applicant, the CIWMB CalRecycle, and the RWQCB if applicable, enumerating the grounds for rejection. The EA shall include in its notification to the CIWMB-CalRecycle a copy of the rejected application form. The application package, together with the notice of rejection, shall be kept in the EA's file.

(e) After acceptance of an application for a new or revised full solid waste facilities permit as complete and correct and within 60 days of receipt of the application by the EA, the EA shall notice and conduct an informational meeting as required by §§21660.2 and 21660.3. For modified solid waste facilities permits, the EA shall provide notice as required by §21660.3 after finding the permit application complete and correct and within 60 days of receipt of the application by the EA.
(f) Upon request of the applicant, the EA may accept an incomplete application package. As a condition of acceptance, the operator and the EA shall waive the statutory time limit contained in Public Resources Code §44009. [Note: Section 21580 is the section for processing the applicant’s waiver of timeframes and timing for holding an informational meeting after the EA deems a previously submitted incomplete package to be complete.] The EA shall notify the applicant within 30 days if the applicant's request for review under this subsection has been accepted. If the application package does not conform with the requirements of §21570 within 180 days from the date of the EA agreeing to accept the package as incomplete the EA shall reject the application package, pursuant to ¶(d). If the EA finds the application package meets the requirements of §21570, the application package shall be accepted pursuant to ¶(c).

(g) No later than 60 days after the application package has been accepted as complete and correct and after conducting an informational meeting if required by §§21660.2 and 21660.3, the EA shall mail to the GIWMB-CaliRecycle the following:

1. A copy of the proposed solid waste facilities permit;
2. The accepted application package;
3. A certification from the EA that the solid waste facilities permit application package is complete and correct, including a statement that the RFI meets the requirements of §21600, 14 CCR §§17863.1, 17863.4, 17346.5, 18221.6, 18223.5, or 18227.
4. Documentation, if applicable, of the applicant’s compliance with any RWQCB enforcement order or the status of the applicant's WDRs, as described in Public Resources Code §44009;
5. Any written public comments received on a pending application and a summary of comments received at the informational meeting responses to any public comments and any other steps taken by the EA relative to those comments. Subsequent to the transmittal of the proposed solid waste facilities permit, the EA shall, within five (5) days of receipt, provide a copy of any additional written public comments and response to comments to-the GIWMB-CaliRecycle.
6. A solid waste facilities permit review report which has been prepared pursuant to §21675, within the last five years.
7. EA finding that the proposed solid waste facilities permit is consistent with and is supported by existing CEQA analysis, or information regarding the progress toward CEQA compliance.

(h) At the time the EA submits the proposed solid waste facilities permit to the GIWMB-CaliRecycle, the EA shall submit a copy of the proposed solid waste facilities permit to the applicant, the RWQCB if applicable, and any person so requesting in writing. The copy of the proposed solid waste facilities permit provided to the applicant shall also be accompanied by a form for request for hearing, which the applicant may use to obtain a hearing before a hearing panel or hearing officer to challenge any condition in the solid waste facilities permit. In cases where a hearing panel or hearing officer may be requested, the EA shall notify the GIWMB-CaliRecycle within seven days of being noticed by the operator.

(i) The proposed solid waste facilities permit shall contain the EA’s conditions. The proposed solid waste facilities permit shall not contain conditions pertaining solely to air
or water quality, nor shall the conditions conflict with conditions from WDRs issued by
the RWQCB.

[Note: The process to obtain a full solid waste facilities permit might not include the
RWQCB if the facility is other than a landfill or disposal site. Therefore, EA submittals of
forms and documents to the RWQCB will be made if applicable to the type of facility.
When writing conditions pursuant to 21650(i) the EA shall take into consideration PRC
§44012, which requires the EA to ensure that primary consideration is given to
protecting public health and safety and preventing environmental damage, and the long-
term protection of the environment. The EA may also take into consideration other
permits, entitlements and approvals when writing terms and conditions (e.g., conditional
use permit, zoning, Air Pollution Control District/Air Quality Management District permits
to construct and operate, Department of Toxic Substances Control hazardous waste
facility permit, Department of Fish and Wildlife permits, Coastal Commission approvals,
Army Corps of Engineers permit, Federal Aviation Administration notification, and other
required local and county ordinances/permits)]

Note:
Authority cited: Sections 40502 and 43020, Public Resources Code.
Reference: Sections 40055, 42652.5, and 43000-45802, Public Resources Code and
Section 39730.6, Health and Safety Code.

§21660.2. Informational Meeting for New and Revised Full Solid Waste Facilities
Permit Applications.
(a) EA shall conduct an informational meeting for all new and revised full solid waste
facilities permit applications as determined by §21665. The EA shall hold an
informational meeting on an application for a new full solid waste facilities permit or an
application for a full solid waste facilities permit revision required under this article. The
EA may require the operator(s) of the facility or facilities that are the subject of the
informational meeting to pay all costs incurred by the EA in connection with the meeting.
The informational meeting may be combined with another public meeting in which the
EA participates that meets the criteria as specified in §§21660.2(b) and 21660.2(c).
(b) The informational meeting shall be held after acceptance of the application package
as complete and correct by the EA and within 60 days of receipt of the application by
the EA. The EA shall submit to the Board CalRecycle a copy of the informational
meeting notice at time of issuance. The Board CalRecycle shall post the notice on its
web site as a way to further inform the public.
(c) The informational meeting shall meet the following criteria:
(1) The meeting shall be held in a suitable location not more than one (1) mile from
the facility that is the subject of the meeting; if no suitable and available location
exists within one (1) mile of the facility, as determined by the EA, the EA may
designate an alternative suitable location that is as close to the facility and affected
disadvantaged communities as reasonably practical.
(2) The meeting shall be held on a day and at a time that the EA determines will
enable attendance by residents, especially those of affected disadvantaged
communities, living in the vicinity of the facility that is the subject of the meeting.
(3) EAs may undertake additional measures to increase public notice and to encourage attendance by any persons who may be interested in the facility that is the subject of the meeting, including which may include, but not be limited to, additional posting at the facility entrance, noticing beyond 300 feet if the nearest residence or business is not within 300 feet of the site, posting in a local newspaper of general circulation, and multilingual notice and translation and, multiple meeting dates, times and locations.

(d) The EA may substitute a previous public meeting or hearing for the requirements in this Section pursuant to §21660.4 if the applicant does not object.

(e) For the purposes of this section “affected disadvantaged communities” means communities identified by the California Environmental Protection Agency pursuant to Section 39711 of the Health and Safety Code as disadvantaged that are located within one mile of the facility.

Note:
Authority cited: Sections 40502, 43020 and 43021, Public Resources Code.
Reference: Sections 42652.5, 43103, 43213, 44004, and 44012, Public Resources Code and Section 39730.6, Health and Safety Code.

Article 3.2. ClWMB CalRecycle—Other Requirements

(a) Operators of a solid waste landfills shall submit a Status Impact Report (SIR) to CalRecycle that provides an analysis of the potential impacts to the landfill resulting from the implementation of the organic disposal reduction requirements of Public Resources Code §Section 42652.5.
(b) The SIR shall be prepared by a California licensed civil engineer or licensed engineering geologist.
(c) The SIR shall describe the potential impacts to the landfill including the expected timing of the impacts. The analysis shall include, but not be limited to, changes to the following:

(1) Site development;
(2) Waste types/volumes;
(3) Daily and intermediate cover and beneficial use:
   (A) For intermediate cover the analysis shall also include:
      1. A description and/or map of the area(s) that have or will have intermediate cover,
      2. The length of time that the intermediate cover has been used and expected time that it will be used for each defined area,
      3. A description of how the intermediate cover will be maintained to continue to meet the control criteria of Section 20700(a),
      4. Information on all instantaneous surface readings for methane of 500 ppmv or greater in the area(s) of intermediate cover that has or will be in place for more than 12 months.
i. This information shall be as reflected in the most recent annual report filed pursuant to 17 CCR Section 95470(b)(3).

ii. The location of each such exceedance shall be identified consistent with the monitoring requirements of 17 CCR Section 95469(a)(1)(A).

(4) Volumetric capacity based on the disposal site experiencing a reduction of organic waste disposal of 50 percent by 2020 and 75 percent by 2025:

(5) Waste handling methods; 

(6) Gas control and monitoring systems; 

(7) Gas generation; 

(8) Operation and closure design (individual cells and overall site geometry); 

(9) Final grading plan; 

(10) Site life estimate; 

(11) Ancillary facilities; 

(12) Cost estimates for closure and postclosure; and 

(13) Financial assurance mechanisms for closure, postclosure, and non-water corrective action requirements.

(d) The SIR shall be submitted to CalRecycle no later than one year (365 days) from the effective date of this regulation.

(e) Within 30 days of receipt of a SIR, CalRecycle shall make a determination as to the completeness of the SIR based on the requirements of Subdivisions (b) and (c). If a SIR is determined to be incomplete, CalRecycle shall provide to the operator, in writing, the reasons for the determination.

(f) For a SIR determined to be incomplete, the operator shall submit a revised SIR addressing any enumerated deficiencies within 30 days of receipt of notice from CalRecycle of an incomplete SIR.

(g) Within 60 days of a determination of completeness, CalRecycle shall submit its findings to the EA regarding amendments, if any, to the Joint Technical Document as a result of the SIR.

(1) If amendments are required, the EA shall direct the operator to submit an updated Joint Technical Document including updated closure and postclosure maintenance plans that includes the information from the SIR.

(2) The EA shall notify the operator within 30 days of receipt of CalRecycle's findings.

(h) Within 120 days of being directed by the EA, pursuant to Subdivision (g), the operator shall submit to the EA an updated Joint Technical Document including updated closure and postclosure maintenance plans that includes the information from the SIR.

Note:
Authority cited: Sections 40002, 40502 and 43020, Public Resources Code.