Western Riverside Council of Governments
Solid Waste Committee

AGENDA

Wednesday, November 18, 2020
1:00 p.m.

Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501

WRCOG's OFFICE IS CURRENTLY CLOSED TO THE PUBLIC DUE TO COVID-19 AND STAFF ARE WORKING REMOTELY.

Members of the public are encouraged to participate in this meeting via Zoom (see meeting information below).

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SPECIAL NOTICE – COVID-19 RELATED PROCEDURES IN EFFECT

Due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19), Governor Newsom has issued Executive Order N-29-20 (issued March 17, 2020) in which Section 3 supersedes Paragraph 11 of Executive Order N-25-20 (issued on March 12, 2020). This new order states that WRCOG does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. The Order allows WRCOG to hold Committee meetings via teleconferencing and allows for members of the public to observe and address the meeting telephonically or electronically.

To follow the new Order issued by the Governor, the Solid Waste Committee meeting scheduled for Wednesday, November 18, 2020 at 1:00 p.m. will be held via video and teleconference and any members of the public can attend electronically. Members of the public may send public comments by emailing snelson@wrcog.us, or calling (951) 405-6703 before or during the meeting, prior to the close of public comment.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Suzy Nelson prior to 1:00 p.m. on November 16, 2020, at (951) 405-6703 or snelson@wrcog.us.

The Solid Waste Committee may take any action on any item listed on the agenda, regardless of the Requested Action.

1. CALL TO ORDER (Olivia Sanchez, Chair)

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENTS

At this time members of the public can address the Solid Waste Committee regarding any items with the subject matter jurisdiction of the Committee that are not separately listed on this agenda. Members of the public will have an opportunity to speak on agendized items at the time the item is called for discussion. No action may be taken on items not listed on the agenda unless authorized by law. Whenever possible, lengthy testimony should be presented to the Committee in writing and only pertinent points presented orally.

5. CONSENT CALENDAR

Action items:

A. Summary Minutes from the August 19, 2020, Solid Waste Committee Meeting are Available for Consideration **P. 1**

Requested Action: *1. Approve the Summary Minutes from the August 19, 2020, Solid Waste Committee meeting.*

B. CalRecycle Electronic Annual Reporting Activities Update **P. 3**

Requested Action: *1. Receive and file.*

C. Approval of the Solid Waste Committee Meeting Schedule for 2021 **P. 5**

Requested Action: *1. Approve the schedule of Solid Waste Committee meetings for 2021.*

6. REPORTS / DISCUSSION

A. California Recycling Requirements and SB 1383: Short-lived Climate Pollutants Update ***Kyle Rodriguez, WRCOG*** **P. 7**

Requested Action: *1. Receive and file.*

B. Food Waste Prevention and Rescue Grant Program - Cycle 4 Update ***Mei Wu, WRCOG*** **P. 347**

Requested Action: *1. Receive and file.*

C. Recyclist Program Tracker ***Linnea Whitney, Recyclist*** **P. 349**

Requested Action: *1. Receive and file.*

D. **Used Oil and Oil Filter Recycling Program Activities Update** — ***Kyle Rodriguez, WRCOG*** — **P. 357**

Requested Action: *1. Receive and file.*

E. **Shark Glass Recycling Presentation** — ***Rob Crivello, Shark Solutions*** — **P. 361**

Requested Action: *1. Receive and file.*

7. ITEMS FOR FUTURE AGENDAS *Members*

Members are invited to suggest additional items to be brought forward for discussion at future Solid Waste Committee meetings.

8. GENERAL ANNOUNCEMENTS *Members*

Members are invited to announce items / activities which may be of general interest to the Solid Waste Committee.

9. NEXT MEETING:

The next Solid Waste Committee meeting is scheduled for Wednesday, February 17, 2021, at 1:00 p.m., on the Zoom platform.

10. ADJOURNMENT

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Solid Waste Committee **5.A**
August 19, 2020
Summary Minutes

1. CALL TO ORDER

The meeting of the Solid Waste Committee was called to order at 1:00 p.m. by Chair Charles Russell on the Zoom digital platform.

2. SELF INTRODUCTIONS

Members present:

Holly Stuart, City of Banning
Jacqueline Zukeran, City of Corona
Crystal Adams, City of Eastvale
Charles Russell, City of Hemet (Chair)
Sean McGovern, City of Jurupa Valley
Jasmin Rivera, City of Moreno Valley
Liset Hernandez, City of Perris
David Clayton, City of San Jacinto
Les Chapman, City of Wildomar
Olivia Sanchez, County of Riverside

3. PUBLIC COMMENTS

There were no public comments.

4. SELECTION OF SOLID WASTE COMMITTEE CHAIR AND VICE-CHAIR FOR FISCAL YEAR 2020/2021

Action: *1. The Solid Waste Committee selected Olivia Sanchez, County of Riverside, as Chair, and David Clayton, City of San Jacinto, as Vice-Chair for Fiscal Year 2020/2021.*

(Wildomar / Eastvale) 10 yes; 0 no; 0 abstain. Item 4 was approved. Representatives from the Cities of Beaumont, Calimesa, Canyon Lake, Lake Elsinore, Menifee, Murrieta, Riverside, and Temecula were not present.

5. MINUTES *(Wildomar / Jurupa Valley) 8 yes; 0 no; 2 abstain. Item 5.A was approved. Representatives from the Cities of Beaumont, Calimesa, Canyon Lake, Lake Elsinore, Menifee, Murrieta, Riverside, and Temecula were not present. The Cities of Eastvale and San Jacinto abstained.*

A. Summary Minutes from the May 20, 2020, Solid Waste Committee Meeting are Available for Consideration.

Action: *1. Approved the Summary Minutes from the May 20, 2020, Solid Waste Committee meeting.*

6. REPORTS / DISCUSSION

A. CalRecycle Activities Update

Rhiannon McCollough, CalRecycle's Local Assistance and Marketing Development Branch representative, provided resources that included educational tools for Senate Bill (SB) 1383 to help educate local decision makers and leaders. Many other tools and documents are available on CalRecycle's webpage.

***Action*:** *1. Received and filed.*

B. Virtual Education for Senate Bill 1383

Dave Davis, President of MSW Consultants, provided an overview of services they offer member jurisdiction to help comply with SB 1383 requirements through virtual education. Some tools used are emails, educational recycling videos, Google Maps, and other online platforms to reach covered businesses.

***Action*:** *1. Received and filed.*

C. ReCollect Activities Update

Heather Lee, Customer Service Manager with ReCollect, provided an update on the success of ReCollect in Western Riverside County. ReCollect's disposal directory, Waste Wizard, is an online customizable collection calendar and waste sorting game that is available for any jurisdiction's website. Currently, the Cities of Banning, Hemet, Moreno Valley, and Wildomar utilize this on their respective websites. Online traffic is showing that residents are turning to more of the online services for more information, now more than ever. Staff encourages all jurisdictions to check it out.

***Action*:** *1. Received and filed.*

D. Used Oil and Household Hazardous Waste Activities Update

Kyle Rodriguez, WRCOG Staff Analyst, reported that staff is still currently focusing on online education to help educate citizens about the proper disposal of used oil and household hazardous waste products. Another avenue WRCOG has pursued is digital billboards. Digital ads will be aired from now until February 2021 in the Cities of Eastvale, Perris, and Lake Elsinore, promoting the safe and proper disposal of used oil.

EcoHero has transitioned to virtual shows during the pandemic, but member jurisdictions can request in-person shows if wanted. To date, EcoHero has provided shows to a total of 11 schools, which has reached over 3,500 students.

***Action*:** *1. Received and filed.*

6. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

7. GENERAL ANNOUNCEMENTS

Committee member Olivia Sanchez announced that the SoCal Waste forum is hosting a virtual conference on November 10, 2020.

8. NEXT MEETING: The next Solid Waste Committee meeting is scheduled for November 18, 2020, at 1:00 p.m., on the Zoom platform.

9. ADJOURNMENT: The meeting of the Solid Waste Committee adjourned at 1:57 p.m.

Western Riverside Council of Governments
Solid Waste Committee

Staff Report

Subject: **CalRecycle Electronic Annual Reporting Activities Update**

Contact: **Kyle Rodriguez, Senior Analyst, krodriguez@wrcog.us, (951) 405-6721**

Date: **November 18, 2020**

The purpose of this item is to *provide an update on the 2019 CalRecycle Electronic Annual Reporting.*

Requested Action:

1. Receive and file.

Background

The Electronic Annual Report (EAR) describes the annual progress a jurisdiction has made in achieving the requirements of the Integrated Waste Management Act (Assembly Bill (AB) 939, Chapter 1095, Statutes of 1989) and the Per Capita Disposal Measurement Act of 2008 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]).

EAR Updates

The EAR helps member jurisdictions complete its legally required, annual, self-evaluation of solid waste diversion performance. The 2019 EAR originally was due August 1, 2020, but was extended to October 13, 2020, with the transition to CalRecycle's new Recycling Disposal Reporting System. This new system will help change how organics and other solid wastes are reported, giving a more accurate total to help track progress in reducing emissions of short-lived climate pollutants.

Participation in the Solid Waste Committee includes the option for the preparation and submittal of EARs by WRCOG on behalf of its member jurisdictions. Staff can provide a final draft for review, feedback, and revisions if necessary. Upon approval, member jurisdictions' EARs were submitted by WRCOG staff on or before October 13, 2020, to CalRecycle. CalRecycle provided notice of receiving the 2019 Reports, which are currently under review.

Prior Action:

February 19, 2020: The Solid Waste Committee received and filed.

Fiscal Impact:

This item is for informational purposes only; therefore, there is no fiscal impact.

Attachment:

None.

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Western Riverside Council of Governments
Solid Waste Committee

Staff Report

Subject: **Approval of the Solid Waste Committee Meeting Schedule for 2021**

Contact: **Kyle Rodriguez, Senior Analyst, krodriguez@wrcog.us (951) 405-6721**

Date: **November 18, 2020**

The purpose of this item is to *request approval of the scheduled meeting dates for 2021.*

Requested Action:

1. Approve the schedule of the Solid Waste Committee meetings for 2021.

Below are the proposed quarterly meeting dates for Solid Waste Committee meetings throughout 2021. All meeting dates are proposed for the third Wednesday of the month and are scheduled to begin at 1:00 p.m. As it currently stands, all meetings will be held virtually on the Zoom platform until meetings resume in the office.

	Day	Time	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Solid Waste Committee	Quarterly 3rd Wed.	1:00 p.m.	-	17	-	-	19	-	-	18	-	-	17	-

Prior Action:

None.

Fiscal Impact:

This item is informational purposes only; therefore, there is no fiscal impact.

Attachment:

None.

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Western Riverside Council of Governments
Solid Waste Committee

Staff Report

Subject: **California Recycling Requirements and SB 1383: Short-lived Climate Pollutants Update**

Contact: **Kyle Rodriguez, Senior Analyst, krodriguez@wrcog.us, (951) 405-6721**

Date: **November 18, 2020**

The purpose of this item is to *provide a status on Senate Bill 1383 and provide resources available from CalRecycle.*

Requested Action:

1. Receive and file.

Background

WRCOG's Solid Waste Committee (SWC) was formed after the adoption of Assembly Bill (AB) 939, "*The Integrated Waste Management Act,"* to regionally address the waste diversion goals in Western Riverside County. California has continued to pass legislation (AB 341, AB 1826, AB 827, and Senate Bill (SB) 1383) requiring jurisdictions to implement processes that promote business and multi-family complex recycling programs. Details of these bills are attached. The SWC works with its member jurisdictions, partners, and the CalRecycle, meeting quarterly to discuss solid waste issues and ways to address requirements.

Members of the SWC have asked WRCOG staff to focus on recently chaptered legislation, SB 1383: Short-lived Climate Pollutants, which establishes methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy. This legislation establishes targets to achieve a 50% reduction in the level of the statewide disposal of organic waste, based on 2014 levels, by the year 2020, and a 75% reduction by the year 2025. SB 1383 also establishes an additional target by the year 2025 for edible food disposed of, requiring less than 20% to be recovered for human consumption. The law places CalRecycle as the agency authorized to establish and enforce targets required to achieve the waste disposal reduction goals.

SB 1383 Model Tools Available

CalRecycle, in coordination with HF&H Consultants and Diversion Strategies, has released draft model tools. The model tools are considered a draft until the Office of Administrative Law approves the regulations. The model tools can be accessed for download at https://www.calrecycle.ca.gov/organics/slcp/education. CalRecycle released a model franchise agreement and exhibits, a model mandatory organic waste disposal reduction ordinance, a model procurement policy, and a model edible food recovery agreement. The tools are highly customizable and provide guidance / optional notes. The tools are for informational and example purposes only and should not be duplicated without consideration of an individual jurisdiction's needs or circumstances.

The SB 1383 draft regulations require that jurisdictions conduct education and outreach on organics recycling to all residents, businesses (including those that generate edible food that can be donated) local waste haulers, solid waste facilities, and local food banks and other food recovery organizations. Even though SB 1383

regulations will not go into effect until January 1, 2022, jurisdictions need to start planning now to adequately resource the programs.

Fellowship Updates

Beginning September 2020, Mei Wu, a recent graduate from the University of California, Riverside, joined WRCOG's Public Service Fellowship Program Round 5. WRCOG applied for the Round 5 Fellowship Program to assist SWC members with SB 1383 efforts including food waste prevention and food recovery. Ms. Wu will research CalRecycle's Food Waste Prevention and Food Recovery Grant Program Cycle 4 and establish a regional food recovery network.

Prior Action:

May 20, 2020: The Solid Waste Committee received and filed.

Fiscal Impact:

This item is for informational purposes only; therefore, there is no fiscal impact.

Attachments:

1. WRCOG PowerPoint on California's Recycling Requirements.
2. Draft CalRecycle Model Franchise Agreement.
3. Draft CalRecycle Model Mandatory Organic Waste Disposal Reduction Ordinance.
4. Draft CalRecycle Model Recovered Organic Waste Product Procurement Policy.
5. Draft CalRecycle Model Food Recovery Agreement.

Item 6.A

California Recycling Requirements and SB 1383: Short-lived Climate Pollutants Update

Attachment 1

WRCOG PowerPoint on California's Recycling Requirements

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California's Recycling Requirements

The State of California has passed three major pieces of legislation to phase in recycling requirements for businesses and multi-family dwellings

1. Mandatory Commercial Recycling (AB 341) - 2011
2. Mandatory Organics Recycling (AB 1826) - 2014
3. Short Lived Climate Pollutants (SB 1383) - 2019

1

Overview of AB 341 & AB 1826

Jurisdictions must have a Recycling and Organics Recycling Program for businesses and multi-family dwellings

- Effective as of January 1, 2019:
  - Businesses and public agencies that generate four cubic yards or more of solid waste per week shall arrange for recycling
  - Multi-family dwellings with 5+ units regardless amount of waste generated shall arrange for recycling services

2

Requirements of AB 341 & AB 1826

Business Requirements

- Apply any one or combination of the following actions in order to divert solid waste from disposal:
  - Self-haul
  - Subscribe to a waste hauler
  - Arrange for pickup of recyclables
  - Subscribe to a recycling service that may include mixed-waste processing

3

Requirements of AB 341 & AB 1826 (cont.)

Jurisdictional Requirements

- Each jurisdiction shall implement a recycling and organic solid waste program for businesses only:
  - Consists of **education**, **outreach** and **monitoring**
  - Reports on activities in CalRecycle's Electronic Annual Reports

Failure to implement a Recycling and Organic Recycling Program can result in a formal compliance review conducted by CalRecycle

4

Requirements of AB 341 & AB 1826 (cont.)

Education and Outreach

- Can be done by waste hauler, city, regional JPA, or regional educational cooperative
- A variety of electronic, print, and direct contact methods to reach desired audience
- The most successful outreach efforts are done by all entities in a variety of formats to target the regulated business community and multi-family complexes

Requirements of AB 341 & AB 1826 (cont.)

Annual Reporting

- Identify:
  - Total number of businesses within each city
  - Total number of businesses recycling
  - Total number of businesses not in compliance
- Conduct direct follow-up to those businesses **not** in compliance with information about the requirements

Failure to implement a Recycling and Organic Recycling Program can result in a formal compliance review conducted by CalRecycle

Overview of SB 1383: Reducing Short-Lived Climate Pollutants

SB 1383 builds upon AB 341 & AB 1826 recycling requirements

1. Requires the state to reduce organic waste disposal 75% (roughly 20 million tons) by 2025
2. Requires the state to increase edible food recovery 20% by 2025
3. Disposal reductions will reduce at least 4-million metric tons of greenhouse gas emissions annually by 2030

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Requirements of SB 1383

Jurisdiction Requirements

1. Require all businesses and residents to have organic waste collection
2. Pass local enforcement ordinances to require businesses to subscribe to organic recycling services
3. Establish an edible food recovery program that recovers edible food from the waste stream
4. Conduct education and outreach to: businesses, waste haulers, food recovery organizations, and city / county departments

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Requirements of SB 1383 (cont.)

Jurisdiction Requirements

5. Evaluate current infrastructure and plan for new compost and edible food recovery
6. Procure recycled organic waste products like compost and Renewable Natural Gas (RNG)
7. Inspect and enforce compliance of SB 1383
8. Maintain accurate and timely records of compliance

Meeting SB 1383 requirements complies with AB 341 and AB 1826

9

Requirements of SB 1383 (cont.)

Implementation Considerations

CalRecycle advises that SB 1383 doesn't apply to only waste haulers and recycling departments, local resources will play a role in SB 1383 implementation, staff will need to be decide who will be involved in the following:

- Developing the design and content for public education materials
- Local enforcement ordinances, new collections fees, and ensuring programs are resourced
- Working with waste hauler, processing & organic facilities, and finding available locations where compost may be utilized

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Requirements of SB 1383 (cont.)

Implementation Considerations (cont.)

- Tasking enforcement duties, including inspection of commercial food businesses
- Assessing the need for local compost and the application to parks and city landscaped areas
- Procuring recycled organic products and aware of current compost, Renewable Natural Gas, and paper purchases

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WRCOG's Role in SB 1383

- Provide members with best practices and resources across the state
- Act as a liaison between CalRecycle and member jurisdictions
- Survey the Solid Waste Committee to identify the top two SB 1383 items that members need assistance with:
  1. Developing an inspection and enforcement program to review solid waste accounts
  2. Identify inspectors for eligible food generators and food recovery facilities
- Potentially apply for CalRecycle's Food Waste grant to help meet member's edible food recovery requirements

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AB 827

Requires businesses and MF complexes subject to either MCR or MORe provide front of house recycling and organics recycling containers and signage for customers

- On or before July 1, 2020
- Visible
- Easily Accessible
- Clearly marked with signage
- Adjacent to trash bins
- Not in restrooms
- Full service restaurants exempt under conditions

CalRecycle

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AB 827

Requires businesses and MF complexes subject to either MCR or MORe provide front of house recycling and organics recycling containers and signage for customers

- Jurisdictions should fold this requirement in to existing education and outreach
- CalRecycle is to provide model signage on or before 7/1/2020

CalRecycle

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Item 6.A

California Recycling Requirements and SB 1383: Short-lived Climate Pollutants Update

Attachment 2

Draft CalRecycle Model Franchise Agreement

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CalRecycle
SB 1383 Implementation Tools

Model Franchise Agreement

DRAFT
DATE

Prepared by
HF&H Consultants, LLC

DISCLAIMER

This Model Tool is for informational and example purposes only. It should not merely be duplicated without consideration of an individual Jurisdiction's particular needs or circumstances. It is not intended to cover each and every situation, nor can it anticipate specific needs. In developing this Model Tool, CalRecycle and its consultant (HF&H Consultants) have attempted to ensure that the language herein aligns with the SB 1383 regulations; however, in the event of any conflict, the language in the regulations shall prevail over language in the Model Tool and determination of regulatory intent and interpretation should be appropriately guided by the regulatory language and the official rulemaking record of which this Model Tool is not a component. CalRecycle and its consultant make no representation that use of this Model Tool will ensure compliance with regulatory requirements. This Model Tool does not constitute legal advice. Jurisdictions are encouraged to seek legal counsel appropriate to their particular circumstances regarding compliance with regulatory requirements.

ACKNOWLEDGEMENTS

This Model Franchise Agreement was prepared in partnership with CalRecycle and HF&H Consultants, with review and input from a Resource Group of experts in a variety of fields and geographic areas of the state. We would like to thank key members of the CalRecycle team and Resource Group members who contributed to this Model Franchise Agreement as follows:

Resource Group

John Kelly Astor, Astor & Kingsland, LLP
Gary Clifford, Athens Services
Tim Flanagan, MRWMD (Monterey Regional Waste Management District)
Donald Gambelin, Compology
Anna Luke Jones, City of Manhattan Beach
Joe La Mariana, SBWMA (South Bayside Waste Management Authority)
Sharon Mitchell, San Bernardino County
Brandon Moffatt, StormFisher, Ltd.
Susan Moulton, Waste Management
Louie Pellegrini, Alameda County Industries/ Livermore Sanitation
Jessica Rice, Town of Yucca Valley
Larry Sweetser, Rural Counties Environmental Services JPA

CalRecycle

Catherine Blair, Environmental Program Manager
Elliot Block, Chief Counsel
Martine Boswell, Environmental Scientist
Hank Brady, SB 1383 Manager
Harllee Branch, Assistant Chief Counsel
Tamar Dyson, Senior Staff Counsel
Christina Files, Information Officer (Specialist)
Alan Ilusorio, Senior Environmental Scientist (Supervisory)
Trisha Moore, Senior Environmental Scientist (Specialist)
Cara Morgan, Environmental Program Manager
Leticia Murphy, Office Technician
Kyle Pogue, Environmental Program Manager
Beatrice Poroli, Senior Environmental Scientist (Specialist)
Ashlee Yee, Senior Environmental Scientist (Specialist)

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GUIDANCE
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MODEL FRANCHISE AGREEMENT
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The Table of Contents for the Model Franchise Agreement is located after the Guidance section.

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GUIDANCE ON THE MODEL FRANCHISE AGREEMENT

The California Department of Resources Recycling and Recovery (CalRecycle) oversees a variety of programs and policy initiatives to reduce the amount of solid waste sent to landfills and promote recycling in California, including organic waste recycling under SB 1383. SB 1383, as enacted in 2017 (Lara, Chapter 395, Statutes of 2016), establishes statewide targets to reduce the statewide disposal of organic waste by 50 percent by 2020 and 75 percent by 2025; and requires that not less than 20 percent of edible food that is currently disposed be recovered for human consumption by 2025. For the purposes of this document, "SB 1383 regulations" or "SB 1383 regulatory" requirements refer to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of Title 14, Division 7 of the California Code of Regulations (CCR) and amended portions of regulations of Title 14 CCR and Title 27 CCR. The SB 1383 regulations set forth a variety of programmatic and policy-related requirements for jurisdictions, generators, and other entities to support the statewide goals of SB 1383.

To support jurisdictions and other regulated entities with implementing programs and policies to reach compliance with SB 1383 regulations, CalRecycle offers four Model Implementation Tools including a Model Franchise Agreement, Model Mandatory Organic Waste Disposal Reduction Ordinance, Model Recovered Organic Waste Product Procurement Policy, and Model Food Recovery Agreement. These tools are available for jurisdictions to use and customize to meet their unique needs. This document presents the Model Franchise Agreement.

INTRODUCTION

This Guidance Document supports the use of the Model Franchise Agreement (Model). The Model was created recognizing that many jurisdictions throughout the State will need to amend their existing franchise agreement(s) or develop new franchise agreement(s) to implement and maintain programs to comply with SB 1383 regulatory requirements. Through their franchise agreements and hauler-provided services, jurisdictions can address many SB 1383 regulatory requirements related to collection, processing, collection containers, contamination monitoring, education, reporting, and more. The Model Franchise Agreement has been developed to provide an easy-to-use and highly customizable template for creating a new franchise agreement with SB 1383 regulatory provisions or as a source of contract provisions related to SB 1383 regulations for amending an existing franchise agreement. The guidance provided herein highlights important considerations to keep in mind when using the Model, customization strategies to adapt the Model to fit jurisdictions' unique conditions, and includes tips and a list of additional resources.

Note: SB 1383 regulations do not dictate that jurisdictions use franchise agreement(s) to require hauler compliance with SB 1383 regulatory requirements and standards. Jurisdictions may use other enforceable mechanisms, such as hauler contracts, permits, or license systems in lieu of franchise agreements.

IMPORTANT CONSIDERATIONS

- **New Agreement or Amendment of Existing Agreement.** The Model is designed to be highly customizable for jurisdictions, providing numerous options to address a range of program and policy choices as further described on the following pages. It can be used by jurisdictions drafting new agreements and those amending existing agreements. For new franchise agreements, the Model Franchise Agreement may be used as a starting point, noting however that it does not contain example language for all provisions in a typical franchise agreement. For amendments to existing agreement(s), example provisions in the Model can be integrated into the jurisdiction's existing agreement.

- **SB 1383 Regulatory Requirements**. Each jurisdiction is responsible for understanding and achieving compliance with SB 1383 regulations. Use of the Model Franchise Agreement does not exempt a jurisdiction from complying with all SB 1383 regulatory requirements. The Model Agreement includes example provisions that support compliance with some, but not all SB 1383 regulatory requirements. It is advised that jurisdictions thoroughly review the SB 1383 regulations and take necessary actions to ensure full compliance.

  In instances where language from the SB 1383 regulatory text is incorporated into the Model Franchise Agreement, the language is shown in blue font. The SB 1383 regulation-specific content in blue font follows closely with SB 1383 regulatory language; however, in many cases, the wording of SB 1383 regulatory requirements was adapted to fit the context of the Model Agreement, conform with defined terms, or be framed with sufficient detail for the Model Agreement. Additional information on SB 1383 regulations is imbedded in many of the guidance notes.

  Black font identifies language that is not specific to SB 1383 regulations. In most cases, it has been included to provide the context to understand how SB 1383-related regulatory provisions can be integrated into a franchise agreement. In other cases, it presents example contract language to provide the framework of a typical franchise agreement and general guidance notes indicate that it is example language that is not required by SB 1383 regulations.

- **Involve Legal Counsel**. Any agreement that results from use of the Model shall not be considered to have undergone legal counsel review. Each jurisdiction is responsible for involving its legal counsel to perform legal review and approval processes typically required by the jurisdiction for approval of such agreements.

- **Engage with Contractor(s)**. When amending an existing franchise agreement(s), it is advised that the amendment process involves engagement with the involved contractor(s) and negotiation of final terms and conditions suitable for all parties. This process will include the hauler(s) and may include transfer and processing contractor(s), when those services are handled through separate contract(s).

- **Example Language Only**. The provisions in the Model Franchise Agreement are examples only. Jurisdictions are not required to use this language nor include similar provisions in its franchise agreement(s). All language should be considered in the context of the jurisdictions' unique conditions and its contractor relationship(s).

CUSTOMIZATION CONSIDERATIONS

The Model Franchise Agreement is designed to be customizable for a diverse range of jurisdictions, while providing flexibility for each jurisdiction using the Model to reflect their needs. For example, the Model includes a range of options for collection programs (three-, three-plus-, two-, and one-container programs; split carts; uncontainerized collection; etc.) and multiple options for contamination monitoring, education, processing, and more.

Each jurisdiction will want to capture its local systems and unique approach to the franchise programs and services. As such, jurisdictions are advised to consider the following general items when crafting their franchise agreement. More specific guidance is included in the Model.

1. GUIDANCE AND OPTION NOTES

Guidance notes are integrated into the Model Franchise Agreement to explain how specific sections and provisions of the Model can be customized for a jurisdiction's needs. General guidance notes are highlighted green. Notes in blue identify various options or areas where specific information is to be inserted or selected.

The Model Agreement addresses common variations of programs and service options; however, addressing all jurisdictional scenarios was not practical. Given this, some jurisdictions may need to customize some sections of the Model to reflect their conditions by drawing on example provisions in the Model as a starting point.

2. STANDARD COMPLIANCE OR PERFORMANCE-BASED COMPLIANCE APPROACH

The terms "Standard Compliance Approach" and "Performance-Based Compliance Approach" are used throughout the guidance and customization notes in the Model Agreement. In several places in the Model, different language is provided for each compliance approach and clearly noted. These definitions do not need to be included in the jurisdiction's franchise agreement.

For the purpose of the Model, “Standard Compliance Approach” means the method for complying with the SB 1383 regulations through implementation of a collection system pursuant to 14 CCR, Division 7, Chapter 12, Article 3, and all associated program and policy requirements. Generally, all provisions in the SB 1383 regulations, other than 14 CCR, Division 7, Chapter 12, Article 17, apply to the Standard-Compliance Approach, unless the Performance-Based Compliance Approach is specifically referenced.

For the purpose of the Model, “Performance-Based Compliance Approach” means the method for complying with the SB 1383 regulations through implementation of a collection system, programs, and policies in accordance with 14 CCR, Division 7, Chapter 12, Article 17, or as otherwise defined by 14 CCR Section 18982(a)(52.5), and all associated requirements.

The compliance approach chosen by a jurisdiction will affect the provisions and structure of a jurisdiction’s franchise agreement. Some sections in the Model Franchise Agreement are specific to jurisdictions using the Standard Compliance Approach and Performance-Based Compliance Approach and are labeled accordingly. Jurisdictions should use only the sections relevant to their compliance approach, and delete the other sections. If section labeling does not identify either of these approaches, the section is applicable to jurisdictions using either type of approach.

3. TYPE OF JURISDICTION

Some SB 1383 regulatory requirements differ based on the type of jurisdiction contracting for franchise services (e.g., city, county, regional agency). Jurisdictions should choose the customization options that best match the requirements of their jurisdiction type. Franchise provisions that differ based on the jurisdiction type will be identified in the embedded guidance notes of the Model Agreement. Note that the Model Agreement does not address the full framework a regional agency or special district will need to capture for its relationship with its member agencies. These types of provisions can be pulled from the regional agency or special district’s existing franchise agreement, if applicable, and added to the Model. For jurisdictions with agreements limited to a specific service area or material types, the Model will need to be amended to address those circumstances.

4. WAIVERS AND EXEMPTIONS

SB 1383 regulations allow jurisdictions to grant waivers to some generators for de minimis volumes, physical space limitations, and less-than-weekly collection frequency. SB 1383 regulations provide for CalRecycle to grant waivers and exemptions to jurisdictions for compliance with some SB 1383 requirements when the jurisdictions meet low-population, rural area, or high-elevation criteria. Jurisdictions are advised to review the relevant sections of the SB 1383 regulations (14 CCR Sections 18984.11 and 18984.12) to understand which waivers and exemptions may be available; decide whether opportunities for waivers should be included in their program; and select the customization options in the Model for the applicable waivers.

While waivers for low-population areas and high-elevation areas waive some SB 1383 regulatory requirements for generators and jurisdictions, AB 341 and AB 1826

requirements apply for jurisdictions and for multi-family and commercial generators that are covered by AB 341 and AB 1826 and located in these areas. As a result, jurisdictions with these waivers may need to amend their agreement to require their contractor to provide collection services, as needed, to align with the jurisdiction's AB 341 commercial recycling program and AB 1826 organic waste recycling programs.

These waivers and exemptions affect provisions of a jurisdiction's franchise agreements, and are addressed in the Model with guidance notes about when the waivers and exemptions are applicable and to be included in a jurisdiction's franchise agreement.

Note that provisions relating to exemptions for rural jurisdictions have not been included in the Model Agreement. If a jurisdiction qualifies for and is granted a rural exemption by CalRecycle, it is not required to implement a three-, two-, or one-container collection system compliant with SB 1383 organic waste collection regulations (14 CCR Division 7, Chapter 12, Article 3). The exemption shall be valid until December 31, 2026, or until five (5) years after the date CalRecycle makes a determination that the statewide disposal of organic waste has not been reduced to 50 percent (50%) of the level of disposal during the 2014 calendar year, whichever is later. Therefore, a new or updated franchise agreement for SB 1383 regulatory requirements for collection may not be necessary until the exemption is no longer valid. A jurisdiction with a rural waiver may choose to include some elements of the Model Agreement, such as requiring hauler education of commercial edible food generators on food recovery requirements, which the rural jurisdiction will still be required to do.

5. COLLECTION, PROCESSING, AND DISPOSAL

The manner in which a jurisdiction contracts for collection, processing, and disposal services will impact the necessary provisions of the franchise agreement and/or the number of contracts needed (e.g., a system that integrates collection, processing, and disposal services under one contract or a system that is structured around multiple, separate contracts for these services). General guidance and optional franchise provisions are presented in the Model Agreement to give jurisdictions insight on which provisions to select and adapt for their contract conditions.

6. DELEGATION OF RESPONSIBILITIES

Users of the Model Agreement are also advised to consider which requirements of the SB 1383 regulations will remain the responsibility of the jurisdiction or which will be delegated to the franchised hauler(s) or another party (or a combination). For example, some jurisdictions may require their franchised hauler(s) to perform contamination monitoring, and other jurisdictions may conduct the monitoring themselves. Options are presented in the Model Agreement that address different delegation scenarios.

7. ALIGNMENT OF DEFINED TERMS

The Model Agreement includes dozens of defined terms, some of which were obtained from SB 1383 regulatory definitions and many from example franchise agreements. The nuances of defined terms and their relationship to one another can have a significant

impact on the meaning of the provisions of the franchise agreement. For this reason, jurisdictions are advised to carefully review the definitions of their existing agreement and SB 1383 regulations, modify existing definitions, and integrate new ones where needed. It is likely that some of the definitions in the Model can be used without modification, while others will need to be tailored to the jurisdiction's unique conditions, collection program, and contractual arrangements. For example, if a jurisdiction is considering use of an anaerobic digestion facility that only accepts clean food scraps, the jurisdiction may want to exclude food-soiled paper in the definition of food scraps, or create an additional subdivision of the definition.

Additionally, the Model refers to containers by their colors (gray, green, blue, and brown) as done in the SB 1383 regulations. Users may need to add, remove, or change colors of containers in the definitions to match the container lid and body color options selected for their program, provided they fulfill the container color and labeling requirements and compliance dates in SB 1383 regulations (14 CCR Sections 18984.7 and 18984.8). Additionally, definitions are included for each type of organics collection system: three-, three-plus-, two-, and one-container systems, and the allowable permutations thereof. Once the jurisdiction determines their collection system(s), they should retain the definitions that are most appropriate for their collection program and delete the others. Guidance notes in the Model provide direction on the instances in which some definitions are applicable or non-applicable.

The following figure identifies the defined terms used in the Model Franchise Agreement for various material streams associated with each color container. The terminology and definitions are driven by definitions in SB 1383 regulations. This list is provided for convenience to orient the user to the terminology, which, in some cases, is likely to be different than their current terminology.

Defined Terms Used in Model Agreement

Container Color	Terminology of Material Streams
Blue containers	• Source separated recyclable materials • Non-organic recyclables - glass, metal, plastic, etc. • Source separated blue container organic waste (SSBCOW) – organic recyclables such as fibers and cardboard
Green containers	• Source separated green container organic waste (SSGCOW)
Gray containers	• Gray container waste (Three- and three-plus-container systems that do not allow organic waste, such as food waste in the gray container) • Mixed waste organic waste collection stream or mixed waste (Two- and one-container systems and three- and three-plus-container systems that allow organic waste, such as food waste in the gray container)

Note: Organic waste is a defined term that serves as an umbrella for all organics

including SSBCOW, SSGCOW, textiles, carpet, etc. Organic wastes are collected in a combination of containers depending on the collection system and, therefore, not separately identified in the table above.

Not all of the definitions contained within the SB 1383 regulations have been included in the Model. It is advised that the jurisdiction review all SB 1383 regulatory definitions and determine whether it would be beneficial to add any additional terms. While the user may modify or create their own definitions, the jurisdiction must ensure that all SB 1383 regulatory requirements are met. For example, material streams can be defined, renamed, or further subdivided, or the jurisdiction may wish to refer the containers by material stream type rather than color; however, the agreement must assure that all organic waste specified in SB 1383 regulations for collection is collected in a compliant manner.

In addition, jurisdictions will need to amend the definitions in their municipal/county code to align with updated definitions in the franchise agreement. Jurisdictions should attempt to coordinate definitions used in their franchise agreement, ordinance, and their municipal/county code sections related to solid waste collection and recycling.

8. DOCUMENT STRUCTURE

The Model Agreement is structured in two parts: a main body agreement and exhibits. This allows for content to be placed in the main body and further details to be presented in the exhibits. This can be a useful organizational tool for provisions that require additional detail, such as specific collection logistics, lists of report contents, tables and figures. This is one organizational strategy that can be used for franchise agreements. The user of the Model may wish to include more or less content in the exhibits compared to the main body of the agreement.

ADDITIONAL TIPS FOR USING THE MODEL

1. **Modify Language.** Adjust the Model language to fit the jurisdiction's specific needs. For example, a jurisdiction using a three-container system will need to delete all provisions related to three-plus-, two-, and one-container systems.

2. **Change Jurisdiction.** The term "jurisdiction" is used throughout this Model Franchise Agreement; however, the franchising entity will need to change "jurisdiction" throughout the document to the appropriate term, which may be City, County, City and County, Special District, Joint Powers Authority, Regional Agency, etc.

3. **Delete Guidance Notes and Unused Options.** Green highlighting identifies guidance notes presented in the Model for reference only, which are to be removed by the user when preparing its final franchise agreement. In cases where the Model offers multiple options, blue highlighting identifies optional provisions and areas where

customization is advised. Options and customization items that are not selected are to be deleted and section numbers must be modified accordingly.

4. **Blend Existing Provisions with Model provisions.** When using the Model Agreement, users may want to select provisions from both the Model Agreement and their existing agreement to blend together an agreement that best suits its needs.

5. **Style and Design.** The use of multiple font colors and highlighting to differentiate content in the Model Agreement, as described above, is not required in any final document produced, and the colors should be eliminated or made consistent with the user's standard document styles. The Model Franchise Agreement has been designed in accordance with CalRecycle's accessibility guidelines. SB 1383 regulations do not require specific styles or design to be used for franchise agreements, and the final document style is at each jurisdiction's discretion.

ADDITIONAL CALRECYCLE RESOURCES

1. SB 1383 General Information: https://www.calrecycle.ca.gov/organics/slcp

2. SB 1383 Final Regulations: [Insert Link]

3. SB 1383 Model Implementation Tools: https://www.calrecycle.ca.gov/organics/slcp/education

   This webpage includes the following Model Tools:

   - Model Franchise Agreement
   - Model Mandatory Organic Waste Disposal Reduction Ordinance
   - Model Recovered Organic Waste Product Procurement Policy
   - Model Food Recovery Agreement

4. SB 1383 Case Studies: https://www.calrecycle.ca.gov/organics/slcp/education

   Eight case studies are available including two each on franchise agreements, mandatory organic waste disposal reduction ordinances, recovered organic waste product procurement, and food recovery programs and policies.

5. Other Relevant SB 1383 CalRecycle Reports

   - SB 1383 Local Services Rates Analysis: [Insert Link]
   - SB 1383 Infrastructure and Market Analysis: https://www2.calrecycle.ca.gov/Publications/Details/1652

6. Relevant Regulations Referenced in the Model Policy:

   - Title 14 of California Code of Regulations, Division 7, Department of Resources Recycling and Recovery:

https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFF17BBCC72F5412C8FEEF78290C1526E&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)

- Title 27 of California Code of Regulations, Division 2, Environmental Protection, Solid Waste (27 CCR Division 2): https://www.calrecycle.ca.gov/laws/regulations/title27

- Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of California Code of Regulations: https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I55B69DB0D45A11DEA95CA4428EC25FA0&transitionType=Default&contextData=%28sc.Default%29

- Public Contract Code (including recycled-content paper requirements): https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=PCC&division=2.&title=&part=2.&chapter=&article=&goUp=Y

- Public Resources Code: http://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?lawCode=PRC&division=30.&title=&part=1.&chapter=2.&article=&goUp=Y

- Code of Federal Regulations, Title 16 (including relevant definitions): https://www.govinfo.gov/app/details/CFR-2013-title16-vol1/CFR-2013-title16-vol1-sec260-12/context

- Code of Federal Regulations, Title 40 (including relevant definitions): https://www.govinfo.gov/content/pkg/CFR-2019-title40-vol31/xml/CFR-2019-title40-vol31-part403.xml

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NON-EXCLUSIVE/EXCLUSIVE FRANCHISE AGREEMENT FOR DISCARDED MATERIALS MANAGEMENT FOR SINGLE-FAMILY, MULTI-FAMILY, AND COMMERCIAL GENERATORS

BETWEEN THE

Jurisdiction Name

AND

Contractor Name

DATE OF AGREEMENT

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Exclusive/Non-Exclusive Franchise Agreement for Discarded Materials Management for Single-Family, Multi-Family, and Commercial Generators between the Jurisdiction Name and Contractor Name

This Exclusive/Non-Exclusive Franchise Agreement for Discarded Materials Management for Single-Family, Multi-Family, and Commercial Generators (Agreement) is entered into this ___ day of Month, 20XX, by and between the Jurisdiction Name , a political subdivision of the State of California (Jurisdiction), and Contractor Name (Contractor), for the Collection and subsequent Transfer, Transportation, Recycling, Processing, and/or Disposal of Discarded Materials and provision of other related services.

Guidance: Customize the above paragraph as appropriate to the types of services provided. This paragraph intends to serve as a simple introductory statement, but more detail can be added if desired.

RECITALS

Guidance: Jurisdictions are advised to use recitals from their existing franchise agreement, subject to their review and revision as needed, or are advised to use recital language resulting from negotiations with their service provider; with consideration of adding new or modified recital(s) regarding compliance with SB 1383 regulations. Example recitals are provided below and include three recitals related to SB 1383 statute and regulations.

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (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 handling within their jurisdictions; and,

WHEREAS, the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing Disposal capacity and interest in minimizing potential environmental impacts from landfilling 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 AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory

Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in Landfill Disposal and to maximize the use of feasible waste reduction, Reuse, Recycling, and composting options in order to reduce the amount of material that must be Disposed; and,

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets and; and,

WHEREAS, SB 1383 Regulations require Jurisdiction to implement Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, Jurisdiction has chosen to delegate some of its responsibilities to the Contractor, acting as the Jurisdiction's designee, through this Agreement; and, Guidance: Under SB 1383 Regulations (14 CCR Section 18981.2), Jurisdictions may delegate some or all of these obligations to a public or private entity, such as the Contractor, with the exception that the Jurisdiction may not delegate the granting of waivers; or the authority to impose civil penalties or to maintain an action to impose civil penalties to a private entity, as specified in 14 CCR Sections 18984.11(c) and 18981.2(d), respectively. Pursuant to SB 1383 Regulations (14 CCR Section 18981.2(c)), the Jurisdiction remains ultimately responsible for compliance with the SB 1383 regulations.

Option 1 for Exclusive Agreement: WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2) and Jurisdiction Code Section ____, the City Council/Board of Supervisors of the Jurisdiction has determined that the public health, safety, and well-being require that an Exclusive Franchise Agreement for Discarded Materials Management for Single-Family, Multi-Family, and Commercial Customers (Agreement) be awarded to a qualified company for the Collection and subsequent Transfer, Transportation, Recycling, Processing, and/or Disposal of Discarded Materials; and,

Option 2 for Non-Exclusive Agreement: WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2) and Jurisdiction Code Section ____, the City Council/Board of Supervisors of the Jurisdiction has determined that the public health, safety, and well-being require that Non-Exclusive Franchise Agreements for Discarded Materials Management for Single-Family, Multi-Family, and Commercial Customers (Agreement) be awarded to qualified companies for the Collection and subsequent Transfer, Transportation, Recycling, Processing, and/or Disposal of Discarded Materials; and,

WHEREAS, Contractor desires to engage in the business of Collecting Discarded Materials in the Jurisdiction; and,

WHEREAS, the Jurisdiction wishes to utilize the Contractor's services to offer Discarded Materials Collection services to Single-Family, Multi-Family, and Commercial Generators in the Jurisdiction; and,

NOW, THEREFORE, in consideration of the promises above stated and the terms, conditions, covenants, and agreements contained herein, the Parties do hereby agree as follows:

ARTICLE 1: DEFINITIONS

Guidance: This Article includes numerous definitions of terms used in the Model Agreement. Some of these have been obtained from SB 1383 Regulations definitions (14 CCR Sections 18982, 17402, 17402.5, 17852, and 17896.2, and 27 CCR Section 20164), which are noted in green text when pulled in from the SB 1383 regulatory language, and many from example franchise agreements. It should be noted that this Article does not cover all of the definitions included in the SB 1383 Regulations. There may be additional terms included in the SB 1383 Regulations that are applicable to the Jurisdiction's unique local conditions, and/or there may be terms used in the Model Agreement that are not applicable. Jurisdictions are advised to add or remove definitions from their Agreement accordingly. The nuances of various defined terms and their relationship to one another can have a significant impact on the meaning and intent of the franchise agreement. For this reason, Jurisdictions are advised to carefully and methodically review the definitions of the existing agreement, modify existing definitions, and integrate new ones where needed. It is likely that some of the definitions herein can be used without modification, while others will need to be amended to reflect a Jurisdiction's unique Collection program and contractual arrangements. In addition, Jurisdictions will need to amend their municipal or county code definitions to align with their updated franchise agreement.

The terms "Standard Compliance Approach" and "Performance-Based Compliance Approach" are used throughout the guidance and customization notes in the Model Agreement. In several places in the Model, different language is provided for each compliance approach and clearly noted. These definitions do not need to be included in the Jurisdiction's franchise agreement; however, for the purpose of understanding the Model, they shall mean the following:

For the purpose of the Model, "Standard Compliance Approach" means the method for complying with the SB 1383 Regulations through implementation of a Collection system pursuant to 14 CCR, Division 7, Chapter 12, Article 3, and all associated program and policy requirements. Generally, all provisions in the SB 1383 Regulations, other than 14 CCR, Division 7, Chapter 12, Article 17, apply to the Standard-Compliance Approach, unless the Performance-Based Compliance Approach is specifically referenced.

For the purpose of the Model, "Performance-Based Compliance Approach" means the method for complying with the SB 1383 Regulations through implementation of a Collection system, programs, and policies in accordance with 14 CCR, Division 7, Chapter 12, Article 17, or as otherwise defined by 14 CCR Section 18982(a)(52.5), and all associated requirements.

The Model Agreement focuses on requirements that may be applicable to a franchise agreement, and does not detail all of the Jurisdiction's requirements under each

compliance approach. The Jurisdiction is responsible for understanding and meeting all SB 1383 Regulatory requirements.

For purposes of this Agreement, unless a different meaning is clearly required, the words and phrases in this Article shall have the following meanings respectively ascribed to them by this Article and shall be capitalized throughout this Agreement.

AB 341
"AB 341" means the Assembly Bill approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded and replaced from time to time.

AB 876
"AB 876" means the Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 418214 to the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.

AB 901
"AB 901" means Assembly Bill approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 of, amended, renumbered and added Section 41821.6 of, and added Sections 41821.7 and 41821.8 to, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

AB 939
"AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq.), as amended, supplemented, superseded, and replaced from time to time.

AB 1594
"AB 1594" means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

AB 1826
"AB 1826" means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, 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 and shall be deemed to be

"Affiliated with" Contractor and included within the term "Affiliates" as used herein. An Affiliate shall include a business in which Contractor owns a direct or indirect ownership interest, a business that has a direct or indirect ownership interest in Contractor, and/or a business that is also owned, controlled, or managed by any business or individual that has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that: (i) "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 (ii) 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 which the ownership interest represents, whichever is greater. Affiliate includes Subsidiaries.

Agreement

"Agreement" means this Exclusive/Non-Exclusive Franchise Agreement for Discarded Materials management between the Jurisdiction and Contractor for the Collection and subsequent Transfer, Transportation, Processing, and/or Disposal, of Single-Family, Multi-Family, and Commercial Discarded Materials and C&D, including all exhibits and attachments, and any amendments thereto.

Alternative Daily Cover (ADC)

"Alternative Daily Cover" or "ADC" has the same meaning as in 27 CCR Section 20690.

Alternative Facility

"Alternative Facility" means any Facility approved by Jurisdiction for use pursuant to Section 6.1.B or Exhibit E, Section E.1.H.

Alternative Intermediate Cover (AIC)

"Alternative Intermediate Cover" or "AIC" has the same meaning as in 27 CCR Section 20700.

Applicable Law

"Applicable Law" means all Federal, State, County, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Discarded Materials that are in force on the Effective Date and as may be enacted, issued, or amended during the Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383 and corresponding regulations.

Guidance: The seven "Approved Facility" definitions below are to be included in Agreements when a Jurisdiction relies on the Contractor to provide Processing, Transfer, and/or Disposal services. In such cases, the Jurisdiction shall retain Approved Facility definitions that correlate to each type of Facility that the Contractor provides, and the

Jurisdiction approves, through the Agreement. If the Jurisdiction provides some or all of the Facilities for Processing, Transfer, and/or Disposal services themselves or contracts separately for the Facility services, some or all of the Approved Facility definitions below shall be deleted, as appropriate. In such case, definitions for "Designated Facilities" defined later in this Article, may be more applicable.

Approved C&D Processing Facility
"Approved C&D Processing Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a C&D Processing Facility and was Contractor selected and Jurisdiction approved. Guidance: Delete this definition if the Jurisdiction themselves provides C&D Processing services or arranges for the C&D Processing services through another agreement.

Approved Disposal Facility
"Approved Disposal Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a Disposal Facility and was Contractor selected and Jurisdiction approved. Guidance: Delete this definition if the Jurisdiction themselves provides Disposal services or arranges for the Disposal services through another agreement.

Approved Facilities
"Approved Facility(ies)" means any one of or any combination of the: Approved C&D Processing Facility; Approved Disposal Facility; Approved High Diversion Organic Waste Processing Facility; Approved Organic Waste Processing Facility; Approved Source Separated Recyclable Materials Processing Facility; and, Approved Transfer Facility, each of which are defined in this Article and listed in Exhibit E. Guidance: Delete this definition if the Jurisdiction themselves provides all Facility services or arranges for all Facility services through other agreement(s); or amend the definition to delete any types of Facilities that are not applicable.

Approved High Diversion Organic Waste Processing Facility
"Approved High Diversion Organic Waste Processing Facility" means the Facility Name at Facility Address, that is a High Diversion Organic Waste Processing Facility and was Contractor selected and Jurisdiction approved. Guidance: Delete this definition if the Jurisdiction themselves provides High Diversion Organic Waste Processing services or arranges for the High Diversion Organic Waste Processing services through another agreement.

Approved Organic Waste Processing Facility
"Approved Organic Waste Processing Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is an Organic Waste Processing Facility and was Contractor selected and Jurisdiction approved. Guidance: Delete this definition if the Jurisdiction themselves provides Organic Waste Processing services or arranges for the Organic Waste Processing services through another agreement.

Approved Source Separated Recyclable Materials Processing Facility
"Approved Source Separated Recyclable Materials Processing Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a Source Separated Recyclable Materials Processing Facility and was Contractor selected and Jurisdiction approved. Guidance: Delete this definition if the Jurisdiction themselves provides Recyclables Processing services or arranges for the Recyclables Processing services through another agreement.

Approved Transfer Facility
"Approved Transfer Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a Transfer Facility and was Contractor selected and Jurisdiction approved. Guidance: Delete this definition if the Jurisdiction themselves provides Transfer services or arranges for the Transfer services through another agreement.

Back-Haul
"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, or as otherwise defined in 14 CCR Section 18982(a)(66)(A). Guidance: This definition is currently focused on Organic Waste in order to align with the SB 1383 Regulatory definition; however, in practice, Generators may also Back-Haul Source Separated Recyclable Materials or other Solid Waste. Amend this definition, as appropriate, to reflect Generator practices within the Jurisdiction.

Bin
"Bin" means a metal or plastic Container with hinged lid(s) and wheels serviced by a front-end loading Collection vehicle with a Container capacity of one (1) to eight (8) cubic yards, including Bins with compactors attached to increase the capacity of the Bin. Bins are also known as dumpsters.

Blue Container
"Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials or SSBCOW. Guidance: For three-Container, three-plus-Container, and two-Container blue/gray systems, include this "Blue Container" definition. For two-Container green/gray systems and one-Container systems, delete this definition.

Brown Container
"Brown Container" has the same meaning as in 14 CCR Section 18982.2(a)(5.5) and shall be used for the purpose of storage and Collection of Source Separated Food Waste. Guidance: If Food Waste is not Source Separated for Collection, delete this definition.

Board
"Board" means the Board of Supervisors/Directors of the Jurisdiction.

Bulky Items
"Bulky Items" means discarded furniture (including chairs, sofas, mattresses, carpet, and other similar items); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); wood wastes (including wood waste, tree trunks, and large branches if no more than ___ (__) feet in diameter, _____ (___) feet in length, and _____ (___) pounds in weight per bundle, scrap wood, in the aggregate not exceeding _____ (___) cubic yard per Collection unless Contractor allows heavier or larger-sized items); clothing; and tires. Any Bulky Items containing chloroflourocarbon (CFC) refrigerants shall be handled in accordance with Applicable Law. Bulky Items do not include car bodies or C&D, or any other items that cannot be handled by two (2) Persons.

Business Day(s)
"Business Days" mean days during which the Jurisdiction offices are open to do business with the public.

C&D
"C&D" means Construction and Demolition Debris.

C&D Collection Site
"C&D Collection Site" means properties where construction and demolition work is performed as evidenced by Jurisdiction issuance of a land clearing, building, or demolition permit, or from a non-permitted municipal project or as otherwise stated in Section _____ of the Jurisdiction Code.

California Code of Regulations (CCR)
"California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR, Division 7, Chapter 12" refers to Title 14, Division 7, Chapter 12 of the California Code of Regulations.

CalRecycle
"CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions and other regulated entities.

Cart
"Cart" means a plastic Container with a hinged lid and wheels serviced by automated or semi-automated Collection vehicles and with a Container capacity of no less than _____ (___) gallons and no greater than _____ (___) gallons.

City/County/Agency/District
Guidance: Jurisdictions are advised to use a definition from their existing contract, subject to review and revision as needed, or a definition resulting from negotiations with their service provider, that defines the Jurisdiction (e.g., City, County, Agency, District).

Collect/Collection
"Collect" or "Collection" means the act of taking physical possession of Discarded Materials at Single-Family, Multi-Family, or Commercial Premises within the Jurisdiction and from Jurisdiction facilities, and Transporting the Discarded Materials to an Approved/Designated Facility for Processing, Transfer, or Disposal.

Commercial Business (Commercial)
"Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility, or as otherwise defined in 14 CCR Section 18982(a)(6), with the exception that Multi-Family is excluded from the definition of Commercial Business for the purposes of this Agreement. Guidance: Under SB 1383 Regulations (14 CCR Section 18982(a)(6)), Multi-Family residential dwellings with five (5) or more units are included in the definition of a Commercial Business. For the purposes of this Model, Commercial and Multi-Family have been separately defined, because some Collection programs have different practices and requirements for each. The Jurisdiction should do their due diligence to ensure that all requirements under the regulations for Commercial Businesses, including Multi-Family properties, are met.

Commercial Edible Food Generators
"Commercial Edible Food Generators" includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

Community Composting
"Community Composting" means any activity that composts 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 14 CCR Section 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

Compostable Plastics
"Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

Compost
"Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the Effective Date of this Agreement, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized Facility.

Contractor
"Contractor" means the Party (other than the Jurisdiction) that executed this Exclusive/Non-Exclusive Franchise Agreement and its Affiliates, DBAs, and Subcontractors that perform services on Contractor's behalf.

Construction and Demolition Debris (C&D)
"Construction and Demolition Debris" means the nonhazardous waste building material, Inerts, soil, packaging, Yard Trimmings, rubble, and other used or Discarded Materials resulting from construction or demolition.

Container(s)
"Container(s)" means a receptacle for temporary storage of Discarded Materials. Containers may include Bins, Carts, Roll-Off Boxes, compactors, cans, buckets, bags, or other storage instruments to the extent such Containers are permitted by the Jurisdiction for use for Collection services provided under the Agreement. Guidance: SB 1383 Regulations (14 CCR Section 18982) defines Blue Container, Green Container, and Gray Container in a manner that indicates that such Containers should be rigid Containers; however, bags may be used to place materials within those Containers subject to requirements in 14 CCR Division 7, Chapter 12, Article 3. As a result, the general definition of Containers may include bags, provided that all Container specifications under the SB 1383 Regulations are met.

County
"County" means County of _____, a political subdivision of the State of California, and all the unincorporated area within the boundaries of the County as presently existing, or as such unincorporated area may be modified during the Term of this Agreement. Guidance: Include this definition even if Jurisdiction entering into the franchise agreement is not a County. It is necessary because County is occasionally referenced in the agreement.

Customer(s)
"Customer" means the Person who receives the Contractor's Collection services and to whom the Contractor/Jurisdiction submits its billing invoice to and collects payment from for Collection services provided to a Premise. The Customer may be either the occupant, owner, or property manager of the Premises, as allowed under the Jurisdiction Code.

DBA
"DBA" means a fictitious name, assumed name, or trade name that is different from Contractor's legal name, which Contractor uses for "doing business as" to provide Collection services.

Guidance: The following seven "Designated Facility" definitions shall be used in scenarios in which Jurisdictions: (i) separately contract for Facility services directly with the Facility operator; and/or, (ii) own or participate in ownership of Facilities. In such cases, the Jurisdiction shall retain the Designated Facility definitions that correlate to each type of Facility that the Jurisdiction provides or arranges, and designates for Contractor to use. If the Jurisdiction relies on the Contractor to provide some or all of the Facilities for

Processing, Transfer, and/or Disposal services, some or all of the Designated Facility definitions below shall be deleted as appropriate. In such case, definitions for "Approved Facilities" defined earlier in this Article, may be more applicable.

Designated C&D Processing Facility
"Designated C&D Processing Facility" means the Facility Name, which is owned and operated by Owner Name, that is a C&D Processing Facility and that the Jurisdiction is directing the Contractor to use. Guidance: Delete this definition if the Contractor provides C&D Processing Facility services through this Agreement.

Designated Disposal Facility
"Designated Disposal Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a Disposal Facility and that the Jurisdiction is directing the Contractor to use. Guidance: Delete this definition if the Contractor provides Disposal Facility services through this Agreement.

Designated Facilities
"Designated Facility(ies)" means any one of or any combination of the: Designated C&D Processing Facility; Designated Disposal Facility; Designated High Diversion Organic Waste Processing Facility; Designated Organic Waste Processing Facility, Designated Source Separated Recyclable Materials Processing Facility; and, Designated Transfer Facility. Guidance: Delete this definition if the Contractor provides all Facility services through this Agreement; or amend the definition to delete any types of Facilities that are not applicable.

Designated High Diversion Organic Waste Processing Facility
"Designated High Diversion Organic Waste Processing Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a High Diversion Organic Waste Processing Facility and that the Jurisdiction is directing the Contractor to use. Guidance: Delete this definition if the Contractor provides High Diversion Organic Waste Processing Facility services through this Agreement.

Designated Organic Waste Processing Facility
"Designated Organic Waste Processing Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is an Organic Waste Processing Facility and that the Jurisdiction is directing the Contractor to use. Guidance: Delete this definition if the Contractor provides Organic Waste Processing Facility services through this Agreement.

Designated Source Separated Recyclable Materials Processing Facility
"Designated Source Separated Recyclable Materials Processing Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a Source Separated Recyclable Materials Processing Facility and that the Jurisdiction is directing the Contractor to use. Guidance: Delete this definition if the Contractor provides Recyclables Processing Facility services through this Agreement.

Designated Transfer Facility
"Designated Transfer Facility" means the Facility Name at Facility Address, which is owned and operated by Owner Name, that is a Transfer Facility and that the Jurisdiction is directing the Contractor to use. Guidance: Delete this definition if the Contractor provides Transfer Facility services through this Agreement.

Director
"Director" means the Director of the Department of Public Works (Insert applicable Department) of the Jurisdiction or a duly authorized representative.

Discarded Materials
"Discarded Materials" are a form of Solid Waste, and shall be regulated as such. For purposes of this Agreement, material is deemed to have been discarded, without regard to whether it is destined for Recycling or Disposal, and whether or not is has been separated from other Solid Wastes, in all cases where a fee or other compensation, in any form or amount, is directly or indirectly solicited from, or, levied, charged, or otherwise imposed on, or paid by, the Generator or Customer in exchange for handling services. As used herein, handling services include, without limitation, the Collection, removal, Transportation, delivery, and Processing and/or Disposal of the material. (Optional statement to include depending on Jurisdiction's policies: Handling services specifically exclude the Generator's use of a third party to assist the Generator with on-site separation of materials into and among Contractor-provided Containers to facilitate recovery and minimize contamination.) Discarded Materials do not include Edible Food that is recovered for human consumption and is not discarded. For the purposes of this Agreement, Discarded Materials include Source Separated Recyclable Materials, SSBCOW, SSGCOW, Food Waste, Gray Container Waste or Mixed Waste, and C&D once the materials have been placed in Containers for Collection. Guidance: In the preceding sentence, for three-Container systems that do not allow Organic Waste to be Collected in the Gray Containers, use Gray Container Waste in the definition and delete Mixed Waste. For two- and one-Container systems and three- and three-plus-Container systems that allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use Mixed Waste and delete Gray Container Waste.

Disposal
"Disposal" or "Dispose" means the final disposition of any Solid Waste Collected by the Contractor or Residue from Contractor's Processing activities at a permitted Landfill or other permitted Solid Waste Facility.

Diversion
"Diversion (or any variation thereof including "Divert")" means activities which reduce or eliminate Discarded Materials from Disposal, including, but not limited to, source reduction, Reuse, salvage, Recycling, and composting.

Dual Stream (or Dual-Stream)
"Dual Stream" or "Dual-Stream" means a Collection method in which the Generators are instructed to separate Source Separated Recyclable Materials (such as, but not limited to, SSBCOW and Non-Organic Recyclables) or SSGCOW (such as, but not limited to,

Yard Trimmings and Food Waste) into two streams of materials for placement in two sections of a Split Container or into two different Containers, and in which the Contractor maintains the separation of the two streams during Collection and Processes each stream separately.

Edible Food

"Edible Food" means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

Effective Date

"Effective Date" means the date on which the Agreement becomes binding upon the Parties, which is the date when the latter of the Parties has executed this Agreement.

Environmental Laws

"Environmental Laws" means all federal and State statutes and Jurisdiction ordinances concerning public health, safety, and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; the Federal Clean Water Act, 33 USC Section 1251, et seq.; the Toxic Substance Control Act, 15 USC Section 2601, et seq.; the Occupational Safety and Health Act, 29 USC Section 651, et seq.; the California Hazardous Waste Control Act, California Health and Safety Code Section 25100, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25300, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000, et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5, et seq.; all as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

Excluded Waste

"Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Approved/Designated Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or 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 or accepted at the Facility by permit conditions, 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 Jurisdiction to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household

batteries, Universal Wastes, and/or latex paint when such materials are defined as allowable materials for Collection through this Agreement and the Generator or Customer has properly placed the materials for Collection pursuant to instructions provided by Jurisdiction or Contractor as set forth in this Agreement.

Guidance: Users of the Model should modify the above Excluded Waste definition based on the specific types of accepted or prohibited materials in their program. For example, the final sentence of this definition is an example of a customization option that a Jurisdiction might include if the Jurisdiction has a special Collection or Recycling program for items like motor oil and filters, household batteries, or other such items as applicable.

Facility(ies)
"Facility(ies)" means any plant, site, or operation used for the purpose of handling Discarded Materials, including, but not limited to, Disposal, Transfer, Recycling, composting, and Processing facilities or operations.

Food Recovery
"Food Recovery" means actions to collect and distribute food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

Food Recovery Organization
"Food Recovery Organization" means an entity that primarily 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.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

Food Recovery Service
"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; or as otherwise defined in 14 CCR Section 18982(a)(26).

Food Scraps
"Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

Guidance: Jurisdictions should modify the above definition of Food Scraps to be consistent with their specific list of accepted Food Scraps. For example, Jurisdictions that accept fats, oils, and grease in their Collection program should modify the final sentence of this definition accordingly

Food-Soiled Paper
"Food-Soiled Paper" means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

Food Waste
"Food Waste" means Source Separated Food Scraps, Food-Soiled Paper, and Compostable Plastics. Food Waste is a subset of SSGCOW. Edible Food separated for Food Recovery shall not be considered Food Waste.

Guidance: Jurisdictions should modify the above definition of Food Waste according to the materials accepted in their program. For example, some programs prefer little to no Food-Soiled Paper in their Collection programs based on the Processing technologies used. Jurisdictions should in that case modify this definition to remove or restrict Food-Soiled Paper if desired. It should be noted, however, that Jurisdictions are still required to handle Food-Soiled Paper in a manner that results in Landfill Disposal reduction pursuant to 14 CCR Section 18983.1. Given this, if the Food-Soiled Paper is not included in Food Waste or Food Scraps Collection, another solution needs to be provided.

Jurisdictions may choose to include Compostable Plastics in their definition of Food Waste if such materials are accepted in their program. If the Jurisdiction does not allow Compostable Plastics to be Collected with Food Waste, delete "Compostable Plastics" from the Food Waste definition.

Generator
"Generator" means any Person whose act first causes Discarded Materials to become subject to regulation under Jurisdiction Code Section _____ or under federal, State, or local regulations.

Gray Container
"Gray Container" has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Gray Container Waste or Mixed Waste.
Guidance: For two- and one-Container systems and three- and three-plus-Container systems that allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use "Mixed Waste" instead of this definition. For three- and three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers, use "Gray Container Waste" in this definition.

Gray Container Waste
"Gray Container Waste" 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 14 CCR Sections 18984.1(a) and

(b) or as otherwise defined in 14 CCR Section 17402(a)(6.5). For the purposes of this Agreement, Gray Container Waste includes carpet and textiles. Guidance: This definition is only applicable for Jurisdictions using three- or three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers, because SB 1383 Regulation (14 CCR Section 17402(a)(6.5)) specifically define "Gray Container Waste" in the context of a three-Container Collection service. With regard to the last sentence of the definition, Jurisdictions shall retain the sentence if carpet and textiles are to be Collected in the Gray Containers, which is allowed under SB 1383 Regulations (14 CCR Section 18984.1(b)). Textiles should be removed from the last sentence of the definition if the Jurisdiction is allowing for Collection of textiles in the Blue Container. For Jurisdictions using a two- or one-Container system, or a three- or three-plus system that allows for Organic Waste, such as Food Waste, for Collection in the Gray Container, delete this definition and instead include only the definition of "Mixed Waste" below.

Green Container

"Green Container" has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and Collection of SSGCOW. Guidance: For three-Container, three-plus-Container, and two-Container green/gray systems, include this "Green Container" definition. For two-Container blue/gray systems and one-Container systems, delete this definition.

Hauler Route

"Hauler Route" means the designated itinerary or sequence of stops for each segment of the Jurisdiction's Collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5). Guidance: SB 1383 Regulations (14 CCR Section 18982(a)(31.5) and 14 CCR Division 7, Chapter 12, Article 3) do not specify the time unit or frequency of a Hauler Route. Users of the Model may wish to modify this definition to specify whether a route is daily, weekly, etc., for the purposes of the Agreement.

Hazardous Substance

"Hazardous Substance" shall mean any of the following: (a) any substance 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 of 1980, 42 USC Section 9601, et seq.; (ii) the Hazardous Materials Transportation Act, 49 USC Section 5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; (iv) the Clean Water Act, 33 USC Section 1251, et seq.; (v) California Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC Section 7401, et seq.; and (vii) California Water Code Section 13050; (b) any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereinafter 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 federal, State, and local environmental laws currently existing or hereinafter enacted, including without limitation, friable asbestos, polychlorinated biphenyl ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

Hazardous Waste
"Hazardous Waste" or "Hazardous Wastes" means any waste which meets the definitions set forth in 22 CCR Section 66261.3, et seq. and is required to be managed; or as otherwise defined in 14 CCR Section 17402(a)(7). Hazardous Waste includes hazardous wood waste, which means wood that falls within the definition of "treated wood" or "treated wood waste" in 22 CCR Section 67386.4, or as otherwise defined in 14 CCR Section 18982(a)(30.5).

High Diversion Organic Waste Processing Facility
"High Diversion Organic Waste Processing Facility" means a High Diversion Organic Waste Processing Facility as defined in 14 CCR Section 18982(a)(33). Guidance: Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the High Diversion Processing facility is a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent (50%) between January 1, 2022 and December 31, 2024, and 75 percent (75%) after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste. This definition shall be included for Jurisdictions using a two- or one-Container system, or a three- or three-plus-Container system that allows Organic Waste, such as Food Waste, to be Collected in the Gray Container. Delete this definition for three- and three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers.

High-Elevation Areas
"High-Elevation Areas" means the certain regions of the Jurisdiction that meet the criteria for elevation waivers by CalRecycle, as specified in Exhibit XXX. Guidance: See Section 6.8 for an explanation of the waiver criteria. Delete this definition if not applicable.

Incompatible Materials
"Incompatible Material" or "Incompatibles" mean(s) 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 14 CCR Section 18983.1(b), or as otherwise defined by 14 CCR Section 17402(a)(7.5).

Inerts
"Inerts" means materials such as concrete, soil, asphalt, and ceramics.

Jurisdiction

Guidance: No definition has been included for Jurisdiction. Users of the Agreement are instructed to replace Jurisdiction throughout the Agreement with the term appropriate to their organization (e.g., City, County, Special District, Agency) and include an appropriate definition placed in alphabetical order in Article 1.

Jurisdiction Contract Manager
Jurisdiction Contract Manager means the insert title of staff person or their designee. Guidance: The term Jurisdiction Contract Manager is used throughout the Agreement to

describe the individual authorized to make staff-level decisions regarding the management and enforcement of the agreement. The use should be reviewed and replaced with an alternate designee in cases where the Jurisdiction desires a higher level or different type of authority to assume the role or responsibility (e.g., replace Jurisdiction Contract Manager with City Manager, Public Works Director, Solid Waste Manager, Risk Manager, or other appropriate representative). Additionally, some Jurisdictions may have multiple designees or other parties with authority that fulfill different roles. Add additional terms as needed.

Landfill
"Landfill" means a "Solid Waste Landfill" defined by Public Resources Code Section 40195.1.

Large Event
"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. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

Large Venue
"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 purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, 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 purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, 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. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.

Liquidated Damages
"Liquidated Damages" means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 12.7 and Exhibit F.

Low-Population Areas
"Low-Population Areas" means the certain regions of the Jurisdiction that have a valid low population waiver, granted by CalRecycle, in accordance with the criteria and process specified in 14 CCR Section 18984.12(a), as specified in Exhibit XXXX. Guidance: See Section 6.8 for an explanation of the waiver criteria. If applicable, Jurisdictions are encouraged to add an Exhibit XXXX including a description, list, map, or

other identification of the Low-Population Areas, and reference that Exhibit in this definition. Delete this definition if not applicable.

Medical Waste

"Medical Waste" means any Solid Waste that is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not be limited to, biomedical, biohazardous and medical waste, or other Solid Waste resulting from medical activities or services as defined by Jurisdiction Code Section ____ or any State or federal law or regulation, all as currently enacted or subsequently amended.

Mixed Waste

"Mixed Waste" means Mixed Waste Organic Collection Stream and Solid Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be Transported to a High Diversion Organic Waste Processing Facility.

Mixed Waste Organic Collection Stream

"Mixed Waste Organic Waste Collection Stream" means Organic Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be Transported to a High Diversion Organic Waste Processing Facility, or as otherwise defined in 14 CCR Section 17402(a)(11.5). Guidance: This definition is only to be used by Jurisdictions using two- or one-Container systems, or three- or three-plus-Container systems that allow Organic Waste, such as Food Waste, to be Collected in the Gray Container. In these cases, materials in the Gray Containers are to be processed at a High Diversion Organic Waste Processing Facility. Delete if using a three- or three-plus Container system that does not allow Organic Waste to be Collected in the Gray Containers.

Mulch

Guidance: SB 1383 Regulations (14 CCR Section 18993.1) require that Jurisdictions procure recovered Organic Waste products to meet an annual recovered Organic Waste product procurement target. Mulch may be procured to fulfill this procurement target if the Mulch meets specific conditions specified in SB 1383 Regulations (14 CCR Section 18993.1(f)(4)). The definition of Mulch below limits Mulch under this Agreement to only Mulch that meets the conditions specified in 14 CCR Section 18993.1(f)(4). A Jurisdiction may decide that it does not want to limit the Mulch definition in this manner (if it does not want to procure Mulch to support fulfillment of its recovered Organic Waste product procurement target), and should then amend the definition to eliminate the stringent requirements. Note that SB 1383 Regulations (14 CCR Section 18993.1(f)(4)) require the Jurisdiction to have an enforceable ordinance, or similarly enforceable mechanism, that requires the Mulch procured by the Jurisdiction to comply with 14 CCR, Division 7, Chapter 12, Article 12 requirements and to meet or exceed the standards specified in subdivision (i) of this definition. If the Jurisdiction has passed an ordinance or other enforceable mechanism for this purpose, the Jurisdiction may update the definition of Mulch to cross reference the relevant section of the ordinance or enforceable mechanism document.

"Mulch" means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

i. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

ii. Was produced at one or more of the following types of Facilities:

a. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); Guidance: Note that this criteria disallows Mulch produced from chipping and grinding operations to count toward fulfillment of a Jurisdiction's annual recovered Organic Waste product procurement target.

b. A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7; or,

c. A Solid Waste Landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2.

Multi-Family or Multi-Family Dwelling Unit

"Multi-Family" means of, from, or pertaining to residential Premises with five (5) or more dwelling units. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses. References to "Multi-Family Dwelling Unit" refer to an individual residential unit of the Multi-Family Premises. Guidance: Jurisdiction to amend this definition to be consistent with its current definition, subject to review and revision as needed, or a definition resulting from negotiations with its service provider(s). Under SB 1383 Regulations (14 CCR Section 18982(a)(6)), Multi-Family residential dwellings with five (5) or more units are included under the definition of a Commercial Business. For the purposes of this Model, Commercial and Multi-Family have been separately defined, because some Collection programs have different practices and requirements for each. The Jurisdiction should do their due diligence to ensure that all SB 1383 Regulatory requirements for Commercial Businesses, including Multi-Family properties, are met if they have separate requirements under their franchise agreement. If a Jurisdiction defines Multi-Family with three (3) or four (4) units as the threshold rather than five (5) units, amend the definition as needed. Using a threshold of six (6) or more units will not comply with CalRecycle's Multi-Family threshold and related Multi-Family SB 1383 Regulatory requirements.

Non-Compostable Paper

"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, or as otherwise defined in 14 CCR Section 18982(a)(41).

Guidance: In the above definition of Non-Compostable Paper, Jurisdictions may wish to provide additional detail on the materials and coatings that their Approved/Designated Processing Facility is able to accept. However, the Jurisdiction is still responsible for properly handling and processing all materials that are considered Organic Waste and required by SB 1383 Regulations to be handled in a manner that results in Landfill Disposal reduction in accordance with 14 CCR Section 18983.1.

Non-Exclusive Franchise Agreement (NEFA)
"Non-Exclusive Franchise Agreement" or "NEFA" means this Agreement entered into between the Contractor and the Jurisdiction where the Contractor agrees to Collect Discarded Materials, and subsequently Transport, Transfer, Process, and/or Dispose of the Discarded Materials that Contractor has Collected in the Jurisdiction. Guidance: Include for non-exclusive franchises only. Delete this definition for exclusive franchises.

Non-Organic Recyclables
"Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43). Non-Organic Recyclables are a subset of Source Separated Recyclable Materials. Guidance: This definition is only needed for Jurisdictions using a three-, three-plus-, or two-Container (blue/gray) Collection service.

Organic Waste
"Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

Paper Products
"Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).

Parent Company
"Parent Company" means a company that has a controlling interest in another company, enabling the Parent Company to control management and operations of the Affiliate or Subsidiary company.

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

Person
"Person" has the same meaning as in Public Resources Code Section 40170, which states, as of the Effective Date of this Agreement, that a Person includes an individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity

whatsoever.

Premises
"Premises" means a tract of land with or without habitable buildings or appurtenant structures.

Printing and Writing Papers
"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; or as otherwise defined in 14 CCR Section 18982(a)(54).

Process, Processed, or Processing
"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, or as otherwise defined in 14 CCR Section 17402(a)(20).

Prohibited Container Contaminants
Guidance: Jurisdictions using three-, three-plus-, or two-Container Collection service shall include either Option 1, Option 2a, or Option 2b below for the definition of Prohibited Container Contaminants, corresponding with the Collection service it is using, and delete all other options. For Jurisdictions using a one-Container system, refer to the definition and guidance note in Option 3.

Option 1: Three-Container Collection service (Blue, Green, and Gray Containers) "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Jurisdiction's Blue Container; (ii) Discarded Materials placed in the Green Container that are not identified as acceptable SSGCOW for the Jurisdiction's Green Container; (iii) Discarded Materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or SSGCOW to be placed in Jurisdiction's Green Container and/or Blue Container ; and (iv) Excluded Waste placed in any Container.

Option 2a: Two-Container Collection Service for SSGCOW and Mixed Waste (Green and Gray Containers) "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Green Container that are not identified as acceptable SSGCOW for the Jurisdiction's Green Container; (ii) Discarded Materials placed in the Gray Container that are identified as acceptable SSGCOW, which are to be separately collected in Jurisdiction's Green Container; and, (iii) Excluded Waste placed in any Container.

Option 2b: Two-Container Collection Service for Source Separated Recyclable Materials and Mixed Waste (Blue and Gray Containers) "Prohibited Container Contaminants"

means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for Jurisdiction's Blue Container; (ii) Discarded Materials placed in the Gray Container that are identified as acceptable Source Separated Recyclable Materials, which are to be separately Collected in Jurisdiction's Blue Container; and, (iii) Excluded Waste placed in any Container.

Option 3: One-Container Collection Service "Prohibited Container Contaminants" means Excluded Waste placed in any Container. Guidance: The term Prohibited Container Contaminants under SB 1383 Regulations (14 CCR Section 18982(a)(55)), does not apply to one-Container systems; however, Jurisdictions may wish to use this definition to explicitly state that Excluded Waste is a contaminant in a one-Container system.

Property Owner
"Property Owner" means the owner of real property, or as otherwise defined in 14 CCR Section 18982(a)(57).

Public Resources Code (PRC)
"Public Resources Code" or "PRC" means the California Public Resources Code.

Putrescible Waste
"Putrescible Waste" means wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and includes materials such as, but not limited to Food Waste, offal, and dead animals; or as otherwise defined in 14 CCR Section 17402(a)(21).

Rate
Option 1: Exclusive Franchise Agreement
"Rate" means the maximum amount, expressed as a dollar unit, approved by the Jurisdiction that the Contractor/Jurisdiction may bill a Customer for providing specified services under this Agreement. A Rate has been established for each individual Service Level and the initial Rates for Rate Period One are presented in Exhibit XXX. The Rates approved by Jurisdiction are the maximum Rate that Contractor/Jurisdiction may charge a Customer for a particular Service Level and Contractor/Jurisdiction may, in its sole discretion, charge any amount up to and including the maximum Rate approved by the Jurisdiction.

Option 2: Non-Exclusive Franchise Agreement
"Rate" means the amount, expressed as a dollar unit, that Contractor/Jurisdiction bills a Customer for providing specified services under this Agreement. The Rate shall be mutually agreed-upon by Contractor and Customer.

Guidance: These "Rate" definition options above assume Contractor is conducting the billing process. If the Jurisdiction conducts billing, modify this definition accordingly.

Rate Period
"Rate Period" means a ___ (__) month period, commencing January 1 and concluding December 31.

Recycle/Recycling
"Recycle" or "Recycling" means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

Remnant Organic Material
"Remnant Organic Material" means the Organic Waste that is Collected in a Gray Container that is part of the Gray Container Collection stream, or as otherwise defined in 14 CCR 17402(a)(23.5).

Renewable Natural Gas (RNG)
"Renewable Natural Gas" or "RNG" 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 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

Residual (or Residue)
"Residual" or "Residue" means the Solid Waste destined for Disposal, further transfer/processing as defined in 14 CCR Section 17402(a)(30) or 14 CCR Section 17402(a)(31), 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.

Reusable Items
"Reusable Items" means items that are capable of being Reused after minimal Processing. Reusable Items may be Collected Source Separated or recovered through a Processing Facility. Reusable Items may include, but are not limited to, clothing, furniture, and/or sporting equipment.

Reuse
"Reuse" or any variation thereof, means the use, in the same, or similar, form as it was produced, of a material which might otherwise be discarded, or as otherwise defined in 14 CCR Section 17402.5(b)(2).

Roll-Off Box
"Roll-Off Box" means an open- or closed-top metal Container, roll-top Container, or closed compactor Container serviced by a roll-off truck and with a Container capacity of 10 to 50 cubic yards. Roll-off boxes are also known as drop boxes or debris boxes.

Salvageable Material (or Salvaged Material)
"Salvageable Material" or "Salvaged Material" means an object or material that results from salvaging, where salvaging means the controlled separation of Solid Waste material

which do not require further processing for Reuse or Recycling prior to Transfer activities, or as otherwise defined in 14 CCR Section 17402(a)(24).

SB 1383
"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

SB 1383 Regulations
"SB 138 Regulations" or "SB 1383 Regulatory" refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

Guidance: Throughout the Model, Sections of the SB 1383 Regulations are referenced in the format "14 CCR Section XXXX" and "27 CCR Section XXXX," or are referred to by chapter or article in the format "14 CCR, Division X, Chapter X, Article X," with the exception of certain cases where a more general reference to "SB 1383 Regulations" was appropriate. "14 CCR" means Title 14 of the California Code of Regulations and "27 CCR" means Title 27 of the California Code of Regulations. Jurisdictions are encouraged to review additional materials published by CalRecycle that support SB 1383 Regulatory interpretation such as the Final Statement of Reasons and the Frequently Asked Questions page on CalRecycle's website.

Self-Hauler (or Self-Haul)
"Self-Hauler" or "Self-Haul" means a Person who hauls Solid Waste, Organic Waste, or recovered material they have generated to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who Back-Hauls waste.

Service Level
"Service Level" refers to the number and size of a Customer's Container(s) and the frequency of Collection service, as well as ancillary services such as lock/unlock service, Container push/pull service, etc.

Single-Family or Single-Family Dwelling (SFD)
"Single-Family" or "Single-Family Dwelling" or "SFD" means any residential Premises with less than five (5) units. Guidance: Jurisdiction to amend this definition to be consistent with its current definition; however, the threshold unit number must be less than five to remain consist with the SB 1383 Regulatory text (refer to Commercial Business definition, which excludes Multi-Family residential dwellings with fewer than five units).

Solid Waste
"Solid Waste" has the same meaning as defined in PRC Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes,

including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

(1) Hazardous waste, as defined in PRC Section 40141.

(2) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).

(3) Medical waste regulated pursuant to the Medical Waste Management Act (Part 14, commencing with Section 117600, of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a solid waste Landfill, as defined in PRC Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to PRC, Division 30.

Source Separated

"Source Separated" means materials, including commingled Recyclable materials, 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, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Agreement, Source Separated shall include separation of materials by the Generator, Property Owner, Property Owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Gray Container Waste or Mixed Waste and other Solid Waste for the purposes of Collection and Processing. Guidance: For two- and one-Container systems and three- or three-plus-Container systems that allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use "Mixed Waste" in this definition. For three- and three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers, use "Gray Container Waste" in this definition.

Source Separated Blue Container Organic Waste (SSBCOW)

"Source Separated Blue Container Organic Waste" or "SSBCOW" means Source Separated Organic Waste that can be placed in a Blue Container that is limited to the Collection of those Organic Wastes and Non-Organic Recyclables as defined in 14 CCR Section 18982(a)(43); or as otherwise defined by 14 CCR Section 17402(a)(26.7). The accepted types of SSBCOW and process for modifying the accepted types of SSBCOW are specified in Article 5. Guidance: This definition is intended to reflect Source Separated Recyclable Materials that are considered Organic Waste, such as Paper Products and Printing and Writing Paper, and, if permitted by the Jurisdiction to be placed in the Blue

Container, wood, dry lumber, and textiles. This definition is only needed for Jurisdictions using a three-, three-plus-, or two-Container (blue/gray) system.

Source Separated Green Container Organic Waste (SSGCOW)
"Source Separated Green Container Organic Waste" or "SSGCOW" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate Collection of Organic Waste by the Generator, excluding SSBCOW, carpets, Non-Compostable Paper, and textiles. The accepted types of SSGCOW and process for modifying the accepted types of SSGCOW are specified in Article 5. SSGCOW is a subset of Organic Waste. Guidance: This definition is only needed for Jurisdictions using a three-, three-plus-, or two-Container (green/gray) system. This definition is provided as a term for materials collected in a Green Container, often referred to by Jurisdictions as "Organic Materials".

Source Separated Recyclable Materials
"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and SSBCOW. The accepted types of Source Separated Recyclable Materials and process for modifying the accepted types of Source Separated Recyclable Materials are specified in Article 5. Guidance: This definition is only needed for Jurisdictions using a three-, three-plus-, or two-Container (blue/gray) system. This definition is provided as a term for materials collected in a Blue Container, often referred to by Jurisdictions as "Recyclable Materials".

Split Container or Split-Container
"Split Container" or "Split-Container" means a Container that is split or divided into segregated sections, instead of an entire Container, or as otherwise allowed pursuant to 14 CCR, Division 7, Chapter 12, Article 3.

State
"State" means the State of California.

Subcontractor
"Subcontractor" means any Person, firm, or entity hired by Contractor to carry out any of Contractor's duties under this Agreement.

Subsidiary
"Subsidiary" means an Affiliate with ___ percent (__ %) or more of its ownership controlled by Contractor.

Term
"Term" means the duration of this Agreement, including extension periods if granted, as provided for in Section 3.3.

Tier One Commercial Edible Food Generators
"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

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.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

Tier Two Commercial Edible Food Generators
"Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

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 total cafeteria facility size equal to or greater than 5,000 square feet.
G. A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

Ton
"Ton" or "Tonnage" or "Tons" means a unit of weight equal to 2,000 pounds (907.18474 kg).

Transfer
"Transfer" means the act of transferring Discarded Materials Collected by Contractor from Contractor's Collection vehicles into larger vehicles at a Transfer Facility for Transport to other Facilities for Processing or Disposing of such materials. Transfer allows for removal of materials excluded or prohibited from handling at the Transfer Facility (e.g., removal of Hazardous Waste).

Transportation or Transport
"Transportation" or "Transport" means the act of conveying Collected materials from one location to another.

Universal Waste (or U-Waste)
"Universal Waste" or "U-Waste" means all wastes defined by 22 CCR Subsections 66273.1 through 66273.9. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and electronic waste.

Work Days
"Work Days" or "Working Days" means days on which the Contractor is required to provide regularly scheduled Collection services under this Agreement.

Yard Trimmings
"Yard Trimmings" means types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal that the Generators Source Separate and set out in Green Containers for Collection for the purpose of Processing by the Contractor. The accepted types of Yard Trimmings and process for modifying the accepted types of Yard Trimmings are specified in Article 5. Yard Trimmings are a subset of SSGCOW. Guidance: If the Jurisdiction's Collection program provides uncontainerized service for Yard Trimmings, modify the first sentence of this definition as needed.

ARTICLE 2: REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Guidance: Section headings have been included in this Article to demonstrate structure and content commonly included in franchise agreements. These section headings have been provided as examples only. Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider, which may include similar, different, and/or additional provisions.

2.1 CORPORATE STATUS

2.2 CORPORATE AUTHORIZATION

2.3 NO LITIGATION

ARTICLE 3: TERMS OF AGREEMENT

3.1 GRANT AND ACCEPTANCE OF AGREEMENT

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

3.2 LIMITATIONS OF SCOPE

Guidance: In the case of an exclusive franchise agreement, the Limitations of Scope section identifies the conditions under which Contractor does not have exclusive rights to certain aspects of Collection services (e.g., certain material types, types of Collection services, service areas, Collection frequencies, destination Facilities, or other factors). In the case of a non-exclusive franchise agreement, the Limitations of Scope section

identifies the conditions under which certain aspects of Collection services (e.g., materials types, types of Collection services, service areas, or other factors) may be handled by Persons or entities that do not have a non-exclusive franchise agreement. Typically, Limitations of Scope provisions have very nuanced elements that are unique to each Jurisdiction and may be described in the Jurisdiction Code.

For this reason, Jurisdictions are advised to use their existing contract provisions for Limitations of Scope, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. Jurisdictions should also consider including one or more limitation provision(s) related to SB 1383 Regulations, such as Edible Food Recovery, Food Scraps used as animal feed, on-site composting, and/or Community Composting, as provided below.

Multiple options are provided for limitations to the scope of materials Collected by the Contractor, and Jurisdictions are to select the option(s) below, or create new option(s) that best conform to its Limitation of Scope section, local programs, and preference.

Option 1: **Edible Food**. Edible Food that is collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or that is transported by the Generator to another location(s), such as the location of a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to collect or receive the Edible Food from the Generator.

Guidance: Inclusion of Option 1 above does not in any way prohibit the Contractor from collecting Edible Food for the purposes of Food Recovery, if approved by the Jurisdiction, but rather acknowledges that others also have the right to collect Edible Food, including Food Recovery Organizations or Food Recovery Services, and the Contractor in no way has exclusive rights to these activities; and, that Generators have the right to Self-Haul Edible Food to a Food Recovery Organization for the purposes of Food Recovery.

Option 2: **Food and Beverage Byproducts.** The hauling of byproducts from the processing of food or beverages and use of such material as animal feed if the byproducts originate from agricultural or industrial sources, do not include animal (including fish) processing byproducts, are Source Separated by the Generator of the byproducts, and are not discarded; and, if the use as animal feed is in accordance with 14 CCR Section 18983.1(b)(7). Guidance: Lawful use as animal feed is a method for managing Organic Waste that constitutes a reduction in Landfill Disposal pursuant to SB 1383 Regulations (14 CCR Section 18983.1(b)(7)); and, therefore, the Jurisdiction may want to include a provision related to this activity, if applicable.

Option 3: **On-Site or Community Composting.** Organic Waste that is composted or otherwise legally managed at the site where it is generated or at a Community Composting site.

3.3 EFFECTIVE DATE, TERM, AND EXTENSION OF THIS AGREEMENT

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. Jurisdictions should consider the relationship of the effective date and the term of their franchise agreement and their need to comply with the majority of SB 1383 Regulatory requirements no later than January 1, 2022, and additional SB 1383 Regulatory requirements by January 1, 2024. The following identifies key SB 1383 Regulatory requirements for Jurisdictions that relate to the services potentially provided by the Contractor.

For example, on or before January 1, 2022, Jurisdictions must have the following programs in place that comply with SB 1383 Regulatory requirements: (i) Organic Waste Collection (three-, three-plus-, two-, or one-Container systems), pursuant to 14 CCR, Division 7, Chapter 12, Article 3; (ii) contamination monitoring, pursuant to 14 CCR Section 18984.5; (iii) Processing for all Discarded Materials Collected; (iv) Edible Food Recovery, pursuant to 14 CCR Section 18991.1 through 18991.5; (v) compliance monitoring program, pursuant to 14 CCR Section 18995.1 through 18995.4; (vi) recovered Organic Waste product procurement program, pursuant to 14 CCR Section 18993.1 through 18993.4; (vii) reporting, pursuant to14 CCR Section 18994.1 and 18994.2; and, more. On or before February 1, 2022, a Jurisdiction shall perform education and outreach required by 14 CCR Sections 18985.1 through 18985.3. On or before January 1, 2024, Jurisdictions are required to take enforcement action against non-compliant entities, per 14 CCR Section 18995.1(a)(5). Subject to limitations in SB 1383 Regulations (14 CCR Section 18981.2 and 18984.11(c)), Jurisdictions may delegate some of these responsibilities to their Contractor(s) in full or in part through their franchise agreement(s).

3.4 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

3.5 PARENT COMPANY GUARANTEE

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

ARTICLE 4: GENERAL AGREEMENTS

4.1 JURISDICTION DESIGNATION OF FACILITIES

Guidance: This Section is relevant to: (i) Jurisdictions that own and operate one or more Facilities that will be used to handle the Discarded Materials; and/or, (ii) Jurisdictions that

separately contract with one or more entity(ies) for Facility services to handle the Discarded Materials after Collection. For these Jurisdictions, this Section documents that the Jurisdiction has chosen one or more Facilities and wants to direct the Contractor to deliver some or all Discarded Materials to the Jurisdiction-owned or contracted Facility(ies). Some Jurisdictions rely on their Contractor to select the Transfer, Processing, and/or Disposal Facilities that will be used to handle the Discarded Materials Collected by Contractor. In such case, this Section is not relevant and should be excluded from the Agreement. In many cases, it may be a combination of Jurisdiction-provided Facilities and Contractor-provided Facilities. In which case, this Section shall be included and focus on the Jurisdiction-provided Facilities.

A. Option 1: Jurisdiction directs use of Jurisdiction-Designated Facility(ies) at Commencement of the Agreement

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Designated Disposal Facility for the purposes of Disposal of all Gray Container Waste Collected by the Contractor under the terms of this Agreement. 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.

Contractor shall comply with additional requirements related to use of the Designated Disposal Facility pursuant to Section 6.1.

Guidance for Option 1: This option provides an example of Jurisdiction designation for Disposal of Gray Container Waste, and should be expanded or modified based on the Jurisdiction's Facility arrangements, material streams, and Collection system. If the Jurisdiction has approved one or more Transfer, Processing, or Composting Facilities for Source Separated Recyclable Materials, SSGCOW, and/or Mixed Waste, amend the preceding language to list separately all "Designated Facilities" and the material streams to be delivered to such Facilities. For example, if the Jurisdiction is using a two- or one-Container system or three- or three-plus-Container system that allows Organic Waste, such as Food Waste, to be Collected in the Gray Container, reference to Disposal of "Gray Container Waste" should be removed, because these materials may not be Disposed pursuant to SB 1383 Regulations (14 CCR Sections 18984.1, 18984.2, and 18984.3). Instead, references to Disposal of "Gray Container Waste" should be replaced with specifications regarding the use of a Designated High Diversion Organic Waste Processing Facility for Mixed Waste Processing. If the Jurisdiction designates different Facilities to receive material Collected from different sector types (e.g., different Facilities to handle materials Collected from Single-Family, Multi-Family, or Commercial Customers), the language should be amended to specify which Facilities are used for the different sectors.

B. Option 2: Jurisdiction reserves right to direct use of Jurisdiction-Designated Facility at a later date

Contractor agrees that the City Council/Board of Supervisors may, upon making a finding of public health, safety, well-being, or benefit, direct Contractor to deliver any or all Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and/or Gray Container Waste Collected within the Jurisdiction to any type of Designated Facility, as Jurisdiction may designate. Such a change shall be considered a Jurisdiction-directed change in scope and handled in accordance with provisions in Section 4.4. The Residue remaining after Processing, or recovery of Source Separated Recyclable Materials, SSGCOW, and C&D shall be subject to the Council's/Board's authority to direct Disposal at a Disposal Facility designated by the Council/Board. Jurisdiction shall reserve the right to direct such Residue in accordance with the Council's/Board's direction in any agreement with the Facility operator of any Transfer Facility or Processing Facility where Contractor delivers Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and/or Gray Container Waste. Contractor agrees to Transport Discarded Materials to the Designated Facility(ies) designated by the Council/Board, commencing no later than _____ (___) days from receipt of notice from the City Manager/Executive Officer/Director.

4.2 RESPONSIBILITY FOR MATERIALS

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

4.3 SUBCONTRACTING

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. Contractor may use Subcontractors for certain requirements under the Agreement, such as provision of: contamination monitoring services, education activities, Processing and/or Disposal services, etc. If this is the case, Jurisdictions are advised to add additional detail to this Section documenting the Subcontractors that will be used by Contractor; the Jurisdiction's approval processes; and the specific program requirements for which Contractor may use a Subcontractor. Alternatively, Jurisdictions may document use of Subcontractor(s) within each of the relevant Section of the Agreement (e.g., specify Subcontractor requirements for contamination monitoring in Section 6.2). Note that, pursuant to 14 CCR Section 18981.2(d), nothing in 14 CCR, Division 7, Chapter 12 authorizes a Jurisdiction to delegate its authority to impose civil penalties, or to maintain an action to impose civil penalties to a private entity, such as a private Subcontractor.

4.4 JURISDICTION-DIRECTED CHANGE IN SCOPE

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

ARTICLE 5: COLLECTION SERVICES

Guidance: This Article is intended to provide a brief overview of the Collection services that the Contractor is required to provide. The details of the Collection program requirements are presented in Exhibits A through D.

SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 3) focus on three (3) main types of compliant Collection systems: three-, two-, and one-Container systems. In addition, SB 1383 Regulations allow for several variations on these three Collection systems with Split-Containers, plastic bags for SSGCOW or other Discarded Materials, uncontainerized Yard Trimmings Collection, separate Food Waste Collection, and/or additional segregation of Organic Waste. Collection systems with more than three (3) Source Separated streams of Discarded Materials are referred to as "three-plus-Container" systems for the purposes of the Model Agreement, as described in Section 5.2. While many Jurisdictions will have the same type of Collection systems, a multitude of options are also possible. In addition, Jurisdictions may rely on different approaches for Single-Family, Multi-Family, and/or Commercial Customers; or, may use different Collection system approaches in different parts of the Jurisdiction, such as one Collection system for less populated areas and a different system for more populated areas. The Model Agreement presents several options, but it is not practical for the Model to cover every possible scenario.

Customization will be required. Below are several suggestions for working with the contract language provided in this Article.

- Section 5.1 is advised for all agreements.
- If a Jurisdiction chooses a three-, two-, or one-Container system, the contract provisions presented in Sections 5.2, 5.3, or 5.4, respectively, will be applicable. If different Collection systems are delivered to Single-Family, Multi-Family, and/or Commercial Customers, it is advised that a separate section be structured for each Customer type. Similarly, if different Collection systems are used in different regions of a service area (e.g., low-population area or high elevation area), it is advised that a separate section be structured for each region.
- If a Jurisdiction's Collection system includes some variation(s) on these three systems with Split-Containers, plastic bags, uncontainerized Yard Trimmings Collection, separate Food Waste Collection, and/or additional segregation of Organic Waste, the Jurisdiction can use the example language presented in Sections 5.2 through 5.9 to craft their own contract provisions.
- If the scope of the Jurisdiction's franchise agreement does not address one or more of the material streams (Source Separated Recyclable Materials, SSGCOW, Gray Container Waste, and/or Mixed Waste), then the descriptions herein should be limited to only those applicable materials.
- If the Jurisdiction chooses to comply using the Performance-Based Compliance Approach, the Jurisdiction must provide a three-Container Collection system to at

least ninety percent (90%) of the residential sector (Single-Family Generators) and ninety percent (90%) of total Commercial and Multi-Family Generators, in accordance with 14 CCR Section 18998.1(a)(1). As a result, these Jurisdictions can include Sections 5.1 and 5.2 and, at their option, other desired sections such as Bulky Items and Special Events Collection in 5.12 and 5.13.

- The provisions in this Article assume the Contractor's provision of Collection Containers. If the Jurisdiction provides or will provide the Containers, the provisions of this Article will need to be amended accordingly.
- Jurisdictions may rely on the provisions of their current franchise agreement and use the contract provisions below to guide the modification of or amendments to their current agreement to integrate Collection system changes.

5.1 GENERAL

A. **Overall Performance Obligations**. The scope of services to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform all requirements of the Agreement. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve the Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

The scope of services to be performed by Contractor pursuant to this Agreement shall be accomplished in a manner so that Customers are provided reliable, courteous, and high-quality Collection services and other services described in this Agreement at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner generally provided in this Article for the delivery of services, whether such other aspects are enumerated elsewhere in the Agreement or not.

Contractor shall not knowingly Collect Blue, Green, Brown, or Gray Containers that include Prohibited Container Contaminants.

B. **Requirements for Parent Company and Affiliates**. Upon approval by Jurisdiction, Contractor, its Parent Company, and Affiliates operating under the terms of this Agreement are allowed, at their option, to use each entity's name to comply with Collection vehicle and Container labeling requirements and may use each entity's name on any education and outreach materials. Guidance: This type of provision may be relevant to non-exclusive franchise systems, in which larger hauling companies have acquired other companies and continue to use various hauling companies' names (including labeling of vehicles, Containers, education materials, etc.).

C. **Ownership of Discarded Materials**. By operation of this Agreement, ownership and the right to possession of all Discarded Materials shall be transferred to Contractor from the Person discarding the materials (Customer and/or Generator) once such materials are placed in Containers and properly placed for Collection. If Prohibited Container Contaminants are found in Containers set out for Collection, the materials shall be considered not properly placed for Collection, and Contractor shall have the

right to reject Collection of the contaminated Containers pursuant to Section 6.2, and the ownership of materials shall remain with the Person discarding the materials (Customer and/or Generator). Except as required in the Jurisdiction's sole discretion for law enforcement purposes, at no time shall the Jurisdiction obtain any right of ownership or possession of Discarded Materials placed for collection and nothing in this Agreement shall be construed as giving rise to any inference that Jurisdiction has such rights. Refer to Section 6.1 for transfer of ownership of Discarded Materials from Contractor to Facility operator(s) of Approved/Designated Facilities.

5.2 THREE-CONTAINER SYSTEM (BLUE, GREEN, AND GRAY CONTAINERS)

Guidance: This section focuses on a three-Container system. Note that nothing prohibits a Jurisdiction from having a system with more than three Containers. This is referred to as "three-plus" throughout the Model Agreement. A common situation would be use of a fourth container; however, "three-plus" rather than "four" was used to leave room for multiple approach options for additional separation. Sections 5.5 through 5.9 may be used to include information on additional and/or alternative separation, as applicable.

SB 1383 Regulations specify that Carpets, Non-Compostable Paper, and hazardous wood waste shall not be Collected in the Green Container; and, that hazardous wood waste shall not be collected in the Blue Container or Gray Container, pursuant to 14 CCR Section 18984.1. For the purposes of the Agreement, the Model language in this Section 5.2 indicates that "Prohibited Container Contaminants" not be Collected in the Blue and Gray Containers. This term encompasses all Hazardous Waste and other materials that are not to be placed in the Blue and Green Containers. For Green Containers, exclusion of Collection of Carpets, non-Compostable paper, and textiles are identified separately, in addition to Prohibited Container Contaminants.

A. **General**. No later than January 1, 2022 or insert earlier date, if desired, Contractor shall provide a three-Container Collection program for the separate Collection of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste or Mixed Waste as specified in this Section, using Containers that comply with the requirements of Section 7.5. Guidance: For three- and three-plus-Container systems that allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use "Mixed Waste" in this subsection. For three- and three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers, use "Gray Container Waste" in this subsection.

B. **Source Separated Recyclable Materials Collection (Blue Container)**. Contractor shall provide Blue Containers to Customers for Collection of Source Separated Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Source Separated Recyclable Materials to (i) the Approved/Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the

Approved/Designated Source Separated Recyclable Materials Processing Facility, as specified in Section 6.1.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber, and textiles. Note that Jurisdiction may allow carpets and textiles to be placed in the Gray Containers. The Parties agree that the list of accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction provided that in all cases SSBCOW is included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue Containers. The Containers shall comply with the requirements of Section 7.5.

C. **SSGCOW Collection (Green Container)**.

Guidance: All options provided for SSGCOW Collection anticipate that Food Waste will be Collected as part of the SSGCOW Collection program. Under SB 1383 Regulations (14 CCR Section 18984.1(c)), a Jurisdiction providing a three-Container Collection system may allow Organic Waste, such as Food Waste, to be Collected in the Gray Container provided that the contents of the Gray Container are transported to a High Diversion Organic Waste Processing Facility for Processing and Jurisdiction meets other requirements specified in 14 CCR Section 18984.1(c). In such case, this Section 5.2.C should be modified to exclude Food Waste.

1. Option 1: Established SSGCOW Collection Program with Commingling of Yard Trimmings and Food Waste (Green Container)

Contractor shall provide Green Containers to Customers for Collection of SSGCOW and shall provide SSGCOW Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Trimmings, which are defined below; and Compostable Plastics. The Parties agree that types of SSGCOW may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written

approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal. The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld.

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Jurisdictions may choose to Collect Compostable Plastics in their Organic Waste Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Green Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (___) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept the Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover the Compostable Plastics; the period of time the Facility will not Process and recover these materials; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event these materials are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

2. Option 2: Established Yard Trimmings Collection Program; Plan to Expand to Include Food Waste Collection (Green Container)

Contractor shall provide Green Containers to Customers for Collection of Yard Trimmings and shall provide Yard Trimmings Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Yard Trimmings to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal. The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. The Containers shall comply with the requirements of Section 7.5.

No later than January 1, 2022 or insert earlier date if desired, Contractor shall implement a Food Waste Collection program that allows Generators to intentionally commingle Food Waste and Yard Trimmings in the Green Containers. Contractor shall provide SSGCOW Collection service, as described in Exhibits A, B, and C of this Agreement and Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility.

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Jurisdictions may choose to Collect Compostable Plastics in their SSGCOW Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Green Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At

least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

3. Option 3: Established Yard Trimmings Collection Program; Plan for Food Waste to be Separately Collected (Green Container and Brown Container)

As of the Commencement Date, Contractor shall provide Green Containers for Customers for Collection of Yard Trimmings and shall provide Yard Trimmings Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Yard Trimmings to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weed, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal. The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. The Containers shall comply with the requirements of Section 7.5.

No later than January 1, 2022 or insert earlier date if desired, Contractor shall implement a Food Waste Collection program for all Customers. Contractor shall provide Brown Containers to Customers for Collection of Source Separated Food

Waste and shall provide Food Waste Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Food Waste to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Jurisdictions may choose to Collect Compostable Plastics in their SSGCOW Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Brown Containers for Processing at the Approved/Designated Organic Waste Processing Facility. The Containers shall comply with the requirements of Section 7.5. At least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the Food Waste program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

4. Option 4: New Collection Program needed for SSGCOW (including Yard Trimmings and Food Waste) (Green Container)

No later than January 1, 2022 or insert earlier date if desired, Contractor shall provide Green Containers to Customers for SSGCOW Collection, and shall provide SSGCOW Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an

Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps, Food-Soiled Paper, Compostable Plastics, and Yard Trimmings. The Parties agree that types of SSGCOW may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. The Containers shall comply with the requirements of Section 7.5.

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Jurisdictions may choose to Collect Compostable Plastics in their SSGCOW Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example of a provision to require this is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. For the last sentence, Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Green Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

D. **Gray Container Waste Collection (Gray Container).**

Guidance: Use this Section for three- and three-plus-Container systems that do not allow Organic Waste to be Collected in the Gray Containers. Delete this Section 5.2.D if using a three- or three-plus-Container system that allows Organic Waste, such as Food Waste, to be Collected in the Gray Container, and instead use Section 5.2.E, which requires that the materials be delivered to a High Diversion Organic Waste Processing Facility.

Contractor shall provide Gray Containers to Customers for Collection of Gray Container Waste, and shall provide Gray Container Waste Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Gray Container Waste to (i) the Approved/Designated Disposal Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Disposal Facility, as specified in Section 6.1. Contractor may allow carpets and textiles to be placed in the Gray Containers. Prohibited Container Contaminants shall not be Collected in the Gray Containers. The Containers shall comply with the requirements of Section 7.5.

E. **Mixed Waste Collection (Gray Container).**

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.1(c)), a Jurisdiction providing a three-Container Collection system may allow Organic Waste, such as Food Waste, to be Collected in the Gray Container provided that the contents of the Gray Container are transported to a High Diversion Organic Waste Processing Facility for Processing and Jurisdiction meets other requirements specified in 14 CCR Section 18984.1(c). Use this Section for three- and three-plus-Container systems that allow Organic Waste to be Collected in the Gray Containers. Delete this Section 5.2.E if using a three- or three-plus-Container system that does not allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, and instead use Section 5.2.D.

Contractor shall provide Gray Containers to Customers for Collection of Mixed Waste, and shall provide Mixed Waste Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Mixed Waste to (i) the Approved/Designated High Diversion Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated High Diversion Organic Waste Processing Facility, as specified in Section 6.1. Contractor may allow carpets and textiles to be placed in the Gray Containers. Prohibited Container Contaminants shall not be Collected in the Gray Containers.

5.3 TWO-CONTAINER SYSTEM

Guidance: Select one of the following Container system options. If a new program must be implemented for any part of the system, include the requirement to implement and insert the date when the program must be fully implemented. SB 1383 Regulations (14 CCR Section 18984.2) require that Mixed Waste Collected in a two-

Container system is Processed at a High Diversion Organic Waste Processing Facility.

SB 1383 Regulations (14 CCR Section 18984.2) specify that carpets, Non-Compostable Paper, and hazardous wood waste shall not be collected in the Green Container; and, hazardous wood waste shall not be collected in the Blue Container or Gray Container. For the purposes of the Agreement, Model language in this Section 5.3 indicates that "Prohibited Container Contaminants" shall not be Collected in the Blue and Gray Containers. This term encompasses all Hazardous Waste and other materials that are not to be placed in the Blue and Gray Containers. For Green Containers, exclusion of Collection of Carpets, non-Compostable paper, and textiles are identified separately, in addition to Prohibited Container Contaminants.

A. Option 1: SSGCOW and Mixed Waste Two-Container System (Green and Gray Containers)

No later than January 1, 2022 or insert earlier date if desired, Contractor shall provide a two-Container Collection program for all Customers for Collection of SSGCOW and Mixed Waste, as specified in this Section and Exhibits A, B, and C.

Contractor shall provide Green Containers to Customers for the Collection of SSGCOW, and shall Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Trimmings, which are defined below; and Compostable Plastics. The Parties agree that types of SSGCOW may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpet, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal. The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld.

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.2(a)(1)(C)), Jurisdictions may choose to Collect Compostable Plastics in their Organic Waste Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Green Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW Collection program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

Contractor shall provide Gray Containers to Customers for Collection of Mixed Waste, and shall allow Generators to intentionally commingle all Mixed Waste, excluding SSGCOW, in the Gray Containers. Contractor shall Transport the contents of the Gray Containers to (i) the Approved/Designated High Diversion Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for subsequent Transfer and Transport to the Approved/Designated High Diversion Organic Waste Processing Facility, as specified in Section 6.1. Prohibited Container Contaminants shall not be Collected in the Gray Containers. Guidance: Under SB 1383 Regulations (14 CCR Section 18984.2), Mixed Waste Collected in a two-Container system must be sent to a High Diversion Organic Waste Processing Facility; or, it may be sent to a Transfer Facility, if it is subsequently sent to the High Diversion Organic Waste Processing Facility. If only one of these activities is applicable (e.g., no Transfer Facility used), remove the non-applicable activity.

The Containers shall comply with the requirements of Section 7.5.

B. Option 2: Source Separated Recyclable Materials and Mixed Waste (Blue and Gray Containers)

No later than January 1, 2022 or insert earlier date if desired, Contractor shall provide a two-Container Collection program for all Customers for Collection of Source Separated Recyclable Materials and Mixed Waste as specified in this Section and Exhibits A, B, and C.

Contractor shall provide Blue Containers to Customers for the Collection of Source Separated Recyclable Materials, and shall Transport the Source Separated Recyclable Materials to (i) the Approved/Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Approved/Designated Transfer Facility for subsequent Transport to the Approved/Designated Source Separated Recyclable Materials Processing Facility, as specified in Section 6.1.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: _____. Guidance: Jurisdiction to include list of acceptable types of (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber, and textiles. Note that Jurisdiction may allow allows carpets and textiles to be placed in the Gray Containers. The Parties agree that Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction provided that in all cases SSBCOW is included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue Containers.

Contractor shall provide Gray Containers to Customers for Collection of Mixed Waste, and shall allow Generators to intentionally commingle all Mixed Waste, excluding Source Separated Recyclable Materials, in the Gray Containers. Contractor shall Transport the contents of the Gray Container to (i) the Approved/Designated High Diversion Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for subsequent Transfer and Transport to the Approved/Designated High Diversion Organic Waste Processing Facility, as specified in Section 6.1. Prohibited Container Contaminants shall not be Collected in the Gray Containers. Guidance: Under SB 1383 Regulations (14 CCR Section 18984.2), Mixed Waste Collected in a two-Container system must be Processed at a High Diversion Organic Waste Processing Facility. The Mixed Waste may be directly Transported to the High Diversion Organic Waste Processing Facility; or, may be sent to a Transfer Facility for subsequent Transfer and Transport to the High Diversion Organic Waste Processing Facility. If only one of these activities is applicable (e.g., no Transfer Facility used), remove the non-applicable activity.

The Containers shall comply with the requirements of Section 7.5.

C. Option 3: Use of Split Containers (see Section 5.5, Use of Split Container Systems)

Guidance: In a two-Container system, SB 1383 Regulations (14 CCR Section 18984.2) do not require that Jurisdictions provide two Containers, but allows Jurisdictions to provide a Container or Containers that are split or divided into segregated sections, instead of an entire Container, as long as the lids or bodies of the separate sections of Split Containers comply with the Container color requirements and material limitations specified in 14 CCR Section 18984.2 (refer to Section 7.5 of this Model). Jurisdictions can provide a Split Container for SSGCOW and Mixed Waste or for Source Separated Recyclable Materials and Mixed Waste. See Section 5.5 herein for a description of Split Containers and examples of how to include provisions in the Agreement.

5.4 ONE-CONTAINER (UNSEGREGATED) SYSTEM (GRAY CONTAINERS)

Contractor shall implement a one-Container Collection system for all Customers, no later than January 1, 2022 or insert earlier date if desired. Contractor shall provide Gray Containers to Customers for the Collection of Mixed Waste, and shall provide Mixed Waste Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall allow Generators to intentionally commingle all Mixed Waste in the Gray Containers. Contractor shall Transport the contents of the Gray Containers to (i) the Approved/Designated High Diversion Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for subsequent Transfer and Transport to the Approved/Designated High Diversion Organic Waste Processing Facility, as specified in Section 6.1. The Containers shall comply with the requirements of Section 7.5. Guidance: SB 1383 Regulations (14 CCR Section 18984.3) require that Mixed Waste in a one-Container system is Processed at a High Diversion Organic Waste Processing Facility. The Mixed Waste may be directly Transported to the High Diversion Organic Waste Processing Facility; or, may be sent to a Transfer Facility for subsequent Transfer and Transport to the High Diversion Organic Waste Processing Facility. If only one of these activities is applicable (e.g., no Transfer Facility used), remove the non-applicable activity.

SB 1383 Regulations do not prohibit use of plastic bags in a one-Container system nor place any specific requirements on the use of plastic bags in these systems; therefore, no example language has been provided. If a Jurisdiction has specific requirements for use of bags, they should amend this section and provide relevant specifications. Note that Jurisdictions with a one-Container system that use bagged co-collection strategies to separate materials (e.g., Food Waste is separated and placed in bags that are then placed in the Gray Container for Mixed Waste Collection), will still need to send all materials Collected to a High Diversion Organic Waste Processing Facility (i.e., bags may not be removed and sent to a Composting Facility or other Processing Facility that is not a High Diversion Organic Waste Processing Facility).

5.5 USE OF SPLIT-CONTAINER SYSTEMS

A. Example Split-Container Systems

Guidance: Pursuant to SB 1383 Regulations (14 CCR Sections 18984.1(a)(6) and 18984.2(d)), a Jurisdiction may choose a Collection system that relies on a Container or Containers that are split or divided into segregated sections, instead of an entire Container, as long as the lids or bodies of the separate sections of a Split-Container comply with the Container requirements and material limitations specified in 14 CCR Section 18984.1 for three-Container systems and 14 CCR Section 18984.2 for two-Container systems, as further described in Section 7.5 of this Agreement. Jurisdictions' decisions to use Split-Containers is most commonly driven by objectives related to maintaining a high-quality Source Separated stream of materials, Processing facility capabilities, number of Collection vehicles, and other local factors.

Note that in this Section when referencing three-stream systems, Gray Container Waste is used for the materials Collected in the Gray Containers assuming that no Organic Waste is allowed for Collection in the Gray Containers. If the three-stream system allows for Organic Waste, such as Food Waste, to be Collected in the Gray Container, change "Gray Container Waste" to "Mixed Waste".

Examples of Split-Containers that can be used include, but are not limited to, the following:

1. Split-Container Options for Three-Stream System

    a. Gray/Green Split-Container (Gray Container Waste/SSGCOW) and a Blue Container (Source Separated Recyclable Materials);

    b. Blue/Gray Split-Container (Source Separated Recyclable Materials/Gray Container Waste) and a Green Container (SSGCOW); or,

    c. Blue/Green Split-Container (Source Separated Recyclable Materials/SSGCOW) and a Gray Container (Gray Container Waste

2. Split-Container Options for Three-Plus-Stream System

    a. Gray/Brown Split-Container (Gray Container Waste/Food Waste) with a Blue Container (Source Separated Recyclable Materials) and Green Container (SSGCOW);

    b. Blue Split-Container (Dual-Stream SSBCOW and Non-Organic Recyclables) with Gray Container (Gray Container Waste) and Green Container (SSGCOW);

    c. Gray/Blue Split-Container (Gray Container Waste/Source Separated Recyclable Materials), Green/Brown Split Container (SSGCOW/Food Waste);

d. Gray/Green Split-Container (Gray Container Waste/SSGCOW), Blue Split-Container (Dual-Stream SSBCOW and Non-Organic Recyclables); or,

e. Blue/Gray Split-Container (Source Separated Recyclable Materials/Gray Container Waste), Green/Brown Split Container (SSGCOW/Food Waste).

3. Split Container Options for Two-Stream Split-Container Systems

a. Gray/Blue Split-Container (Mixed Waste/Source Separated Recyclable Materials); or,

b. Gray/Green Split-Container (Mixed Waste/SSGCOW).

B. **Split-Container Collection Description**

Guidance: Because there are a multitude of possible combinations of Split-Container options, providing example contract provisions is challenging. To provide Jurisdictions with a starting point for customizing their contract language, three examples are provided below to illustrate Split-Container programs. Jurisdictions will need to adapt one of these descriptions to fit the specific characteristics of its Split-Container program, if applicable.

For three-, three-plus-, and two-Container systems, SB 1383 Regulations (14 CCR Sections 18984.1 and 18984.2) specify that Carpets, Non-Compostable Paper, and hazardous wood waste shall not be collected in the Green Container; and, that hazardous wood waste shall not be collected in the Blue Container or Gray Container. For the purposes of the Agreement, Model language in this Section 5.5 indicates that "Prohibited Container Contaminants" not be Collected in the Blue and Gray Containers. This term encompasses all Hazardous Waste and other materials that are not to be placed in the Blue and Gray Containers. For Green Containers, exclusion of Collection of carpets, Non-Compostable Paper, and textiles are identified separately, in addition to Prohibited Container Contaminants.

1. Option 1: Two-Stream Split-Container System (Blue and Gray Split-Container) Contractor shall provide Split-Containers to Customers and Split-Container Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall allow Generators to place Mixed Waste in the gray section of the Split-Container and shall Collect and Transport the Mixed Waste to (i) the Approved/Designated High Diversion Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for subsequent Transport to the Approved/Designated High Diversion Organic Waste Processing Facility, as specified in Section 6.1. Prohibited Container Contaminants shall not be Collected in the gray portion of the Split Containers. Guidance: Under SB 1383 Regulations (14 CCR Section 18984.2), Mixed Waste Collected in a two-Container system, including Split-Containers, must Processed at a High Diversion Organic Waste Processing Facility. The Mixed Waste may be directly Transported to the High Diversion Organic Waste Processing Facility; or, may be

sent to a Transfer Facility for subsequent Transfer and Transport to the High Diversion Organic Waste Processing Facility. If only one of these activities is applicable (e.g., no Transfer Facility used), remove the non-applicable activity.

Contractor shall allow Generators to place Source Separated Recyclable Materials in the blue section of the Split Container and shall Collect and Transport the Source Separated Recyclable Materials to (i) the Approved/Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Source Separated Recyclable Materials Processing Facility, as specified in Section 6.1. The Split-Containers shall comply with the requirements of Section 7.5.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and, (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber, and textiles. Note that Jurisdiction may allow allows carpets and textiles to be placed in the Gray Containers. The Parties agree that accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction provided that in all cases SSBCOW is included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue portion of the Split-Containers.

2. Option 2: Three-Stream Split-Container System (Blue and Gray Split-Container, Green Container). Contractor shall provide Split-Containers to Customers and Split-Container Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall allow Generators to place Gray Container Waste in the gray section of the Split-Container and shall Collect and Transport the Gray Container Waste to the Approved/Designated Transfer Facility or the Approved/Designated Disposal Facility, as specified in Section 6.1. Prohibited Container Contaminants shall not be Collected in the gray portion of the Split-Containers.

Contractor shall allow Generators to place Source Separated Recyclable Materials in the blue section of the Split Container and shall Collect and Transport the Source Separated Recyclable Materials to (i) the Approved/Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Source Separated Recyclable Materials Processing Facility, as specified in Section 6.1.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of Source Separated Recyclable Materials such as: (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and, (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber, and textiles. Note that Jurisdiction may allow allows carpets and textiles to be placed in the Gray Containers. The Parties agree that the list of accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction provided that in all cases SSBCOW is included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue portion of the Split-Containers.

Contractor shall provide Green Containers to Customers for Collection of SSGCOW and shall provide SSGCOW Collection services, as described in Exhibits A, B, and C. Contractor shall Transport the SSGCOW to Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1. The Split Containers shall comply with the requirements of Section 7.5.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Compostable Plastics and Yard Trimmings, which are defined below. The Parties agree that types of SSGCOW may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal. The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed

amendment to the Agreement, and such approval shall not be unreasonably withheld.

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Jurisdictions may choose to Collect Compostable Plastics in their Organic Waste Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Green Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (___) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept the Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover the Compostable Plastics; the period of time the Facility will not Process and recover these materials; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event these materials are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

3. Option 3: Three-Plus-Stream Split-Container System (Gray and Brown Split-Container, Green Container, Blue Container). Contractor shall provide a three-Container system that relies on use of a Split-Container and two, undivided Containers. Contractor shall provide Split-Containers to Customers and Split-Container Collection service for Gray Container Waste and Food Waste, as described in Exhibits A, B, and C of this Agreement. Contractor shall allow Generators to place Gray Container Waste in the gray section of the Split Container and shall Collect and Transport the Gray Container Waste to (i) the Approved/Designated Disposal Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to the Approved/Designated Disposal Facility, as specified in Section 6.1. Prohibited Container Contaminants shall not be Collected in the gray portion of the Split-Containers. Contractor shall allow Generators to place Source Separated Food Waste in the brown section of the Split-Container and shall Collect and Transport the Food Waste to (i) the

Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

Guidance: Under SB 1383 Regulations (14 CCR Section 18984.1(a)(1)(A)), Jurisdictions may choose to Collect Compostable Plastics in their Organic Waste Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Brown Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the Food Waste program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

Contractor shall provide Green Containers to Customers for Yard Trimmings Collection, as described in Exhibits A, B, and C, and shall Transport the Yard Trimmings to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

Yard Trimmings that are to be accepted for Collection in the Yard Trimmings Collection program include the following: _____.
Guidance: Jurisdiction to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting

from normal yard and landscaping installation, maintenance, or removal. The Parties agree that the accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Contractor shall provide Blue Containers to Customers for Source Separated Recyclable Materials Collection, as described in Exhibits A, B, and C, and shall Transport the Source Separated Recyclable Materials to (i) the Approved/Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Source Separated Recyclable Materials Processing Facility, as specified in Section 6.1.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: _____. Guidance: Jurisdiction to include list of accepted types of Source Separated Recyclable Materials such as: (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and, (ii) SSBCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber, and textiles. Note that Jurisdiction may allow allows carpet and textiles to be placed in the Gray Containers. The Parties agree that the list of accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction, provided that in all cases SSBCOW is are included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue Containers.

The Containers shall comply with the requirements of Section 7.5.

5.6 USE OF PLASTIC BAGS FOR SSGCOW COLLECTION

Guidance: For SSGCOW Collection in three- and two-Container Collection systems, SB 1383 Regulations (14 CCR Sections 18984.1 and 18984.2) allow for Collection of SSGCOW in plastic bags in the Green Containers, with some limitations to assure that the Processing Facility can remove the plastic bags. Options 1 and 2 below present example language for applicable Collection scenarios.

Note that the use of plastic bags is also allowed for Collection of Source Separated Recyclable Materials, SSBCOW, Gray Container Waste, and Mixed Waste in three-, three-plus-, two-, and one-Container Collection systems, and SB 1383 Regulations do not place any requirements or limitations on the use of plastic bags in these cases. For

this reason, no example language is provided in this Section. Similarly, a Jurisdiction may wish to have Generators collect SSGCOW in paper bags for Collection; however, no specific provisions exist in the regulations regarding SSGCOW Collection in paper bags, so no example provisions have been provided. Use of compostable bags is covered as a type of Compostable Plastic, which is reflected in Green Container Collection under Sections 5.2.C and 5.3.A.

A. Option 1: Food Waste in Plastic Bags in the Green Containers

Guidance: This option may be used when a Jurisdiction wants to provide Customers and Generators convenient options for the handling of Food Waste or when the Approved/Designated Organic Waste Processing Facility will handle the Food Waste separately from the Yard Trimmings and will pull the bagged Food Waste when the materials are unloaded at the Approved/Designated Facility for separate Processing. If the Jurisdiction has specific requirements for the bag specifications or colors, amend this Section to reflect those requirements.

Contractor shall allow Customers and Generators to place Food Waste in plastic bags and put the bagged Food Waste in the Green Container. At least ___ (__) months prior to the commencement of the use of plastic bags for the Food Waste program, Contractor shall provide written notification to the Jurisdiction that allowing the use of bags does not inhibit the ability of the Jurisdiction to comply with SB 1383 Regulations, and that the Approved Organic Waste Processing Facility can Process and remove plastic bags when it recovers SSGCOW. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and remove plastic bags when it recovers SSGCOW. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept plastic bags, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept plastic bags. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover plastic bags; the period of time the Approved Facility will not Process and recover plastic bags; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that plastic bags are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4. Guidance: This is optional and dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to select Liquidated Damages and/or event of default as possible remedies, but this is not required or specified in SB 1383 Regulations.

B. Option 2: SSGCOW in Plastic Bags in the Green Containers

Guidance: This option may be used when a Jurisdictions wants to provide Customers and Generators convenient options for handling Food Waste and/or Yard Trimmings.

If there are specific requirements for the bag specifications or colors, amend this Section to reflect the requirements.

Contractor shall allow Customers and Generators to place SSGCOW in plastic bags and put the bagged SSGCOW in the Green Container. At least ___ (__) months prior to the commencement of the use of plastic bags for the SSGCOW program, Contractor shall provide written notification to the Jurisdiction that allowing the use of bags does not inhibit the ability of the Jurisdiction to comply with SB 1383 Regulations, and that the Approved Organic Waste Processing Facility can Process and remove plastic bags when it recovers SSGCOW. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has and will continue to have the capabilities to Process and remove the plastic bags when it recovers SSGCOW. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept plastic bags, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept plastic bags. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover plastic bags; the period of time the Approved Facility will not Process and recover plastic bags; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that plastic bags are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4. Guidance: This is optional and dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. Jurisdiction may choose to select Liquidated Damages and/or event of default as possible remedies, but this is not required or specified in SB 1383 Regulations.

5.7 UNCONTAINERIZED YARD TRIMMINGS COLLECTION

Guidance: SB 1383 Regulations (14 CCR Sections 18984.1(e), 18984.2(f), and 18984.3(f)) allow for uncontainerized Yard Trimmings Collection for three-, three-plus-, two-, and one-Container systems. Uncontainerized Yard Trimmings Collection Service is defined by 14 CCR Section 18982(a)(75) as Collection service that Collects Yard Trimmings 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 SSGCOW. If the Jurisdiction chooses to use uncontainerized Yard Trimmings Collection, SB 1383 Regulations require that Generators receiving that service must be provided a Collection service for the Collection of other Organic Waste not Collected in the uncontainerized Yard Trimmings Collection service. SB 1383 Regulations (14 CCR Sections 18984.1(e), 18984.2(f), and 18984.3(f)) include conditions on the Collection of other Organic Waste, including whether or not the uncontainerized Yard Trimmings Collection service is year-round or seasonal/intermittent. These conditions are illustrated through the various options below. In the following examples the general term "uncontainerized" is used; however, the Jurisdiction may wish to substitute a different term that describes their program (e.g., "On-street Collection," "Loose-in-the-street Collection," etc.). The options presented below are drafted for Single-Family Customers.

If the uncontainerized Yard Trimmings Collection services is provided to Multi-Family Customers, Commercial Customers, and/or the Jurisdiction's facilities, amend as needed.

A. Option 1: Year-Round Uncontainerized Collection

Guidance: SB 1383 Regulations (14 CCR Sections 18984.1(e)(2), 18984.2(f)(2), and 18984.3(f)(1)) specify that if an uncontainerized Yard Trimmings 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 SB 1383 Regulations. Below are two options to fulfill this requirement.

1. Option 1a: Uncontainerized System for Yard Trimmings; Green Container Collection for Commingled SSGCOW

Contractor shall provide year-round uncontainerized Yard Trimmings Collection services, as described in Exhibit A, for Single-Family Customers. In addition to the uncontainerized Yard Trimmings Collection service, Contractor shall provide Customers with Green Containers, pursuant to Section 7.5, for SSGCOW Collection and provide SSGCOW Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

2. Option 1b: Uncontainerized System for all Yard Trimmings; Brown Container for Food Waste

Contractor shall provide year-round uncontainerized Yard Trimmings Collection services, as described in Exhibit A, for Single-Family Customers. In addition to the uncontainerized Yard Trimmings Collection service, Contractor shall provide Customers with Brown Containers, pursuant to Section 7.5, for Source Separated Food Waste, and provide Food Waste Collection Service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Food Waste to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

B. Option 2: Intermittent or Seasonal Uncontainerized Collection

Guidance: SB 1383 Regulations (14 CCR Sections 18984.1(e)(1) and 18984.2(f)(1)) specify that if an uncontainerized Yard Trimmings Collection service is provided intermittently or on a seasonal basis, a Green Container is still provided for Collection of SSGCOW whenever the uncontainerized service is not provided. Note that Collection service for other SSGCOW (e.g., Food Waste and SSBCOW) is not included in uncontainerized Yard Trimmings Collection service and must always be provided separately. Below are two options to fulfill this requirement. These options

are presented for Single-Family Customers, but could be expanded for Multi-Family and Commercial Customers.

1. Option 2a: Seasonal Uncontainerized Yard Trimmings; Year-Round Commingled SSGCOW Collection (Green Containers)

Contractor shall provide seasonal uncontainerized Yard Trimmings Collection service between insert timeframe and insert timeframe, as described in Exhibit A, for Single-Family Customers of this Agreement, and shall Transport the Yard Trimmings to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

On a year-round basis, Contractor shall also provide Green Containers, pursuant to Section 7.5, for the Collection of commingled SSGCOW, and provide SSGCOW Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the SSGCOW to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1. Guidance: This could be accomplished through a Split-Container program.

2. Option 2b: Seasonal Uncontainerized Yard Trimmings; Separate Food Waste Collection (Brown Containers)

Contractor shall provide seasonal uncontainerized Yard Trimmings Collection service between insert timeframe and insert timeframe, as described in Exhibit A, for Single-Family Customers of this Agreement and shall Transport the Yard Trimmings to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

During the periods of time when the seasonal uncontainerized Yard Trimmings Collection service is not provided, Contractor shall provide Yard Trimmings Collection service using Green Containers, pursuant to Section 7.5, for the Collection of Yard Trimmings and provide Yard Trimmings Collection service, as described in Exhibits A, B, and C of this Agreement,. Contractor shall Transport the Yard Trimmings to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

Contractor shall provide year-round Food Waste Collection service using Brown Containers, pursuant to Section 7.5, for the Collection of Source Separated Food Waste and provide Food Waste Collection service, as described in Exhibits A, B,

and C of this Agreement. Contractor shall Transport the Food Waste to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

C. **Accepted Yard Trimmings**. Yard Trimmings that are to be accepted for Collection include the following: _____. Guidance: Jurisdiction to include list of accepted types of Yard Trimmings such as: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal. The Parties agree that accepted types of Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the Jurisdiction. Contractor shall not add or remove materials to or from this list without written approval from the Jurisdiction Contract Manager or signed amendment to the Agreement and such approval shall not be unreasonably withheld.

5.8 FOOD WASTE COLLECTION (BROWN CONTAINERS)

Guidance: At its option, a Jurisdiction may choose to provide separate Food Waste Collection as part of its SSGCOW Collection service, which can be structured in a multitude of ways. One such structure could be providing the service to all Customers or only offering additional Food Waste segregation service to certain Customers or sector types. For example, a Jurisdiction may establish a program where SSGCOW Collection service (Green Container Collection) is provided and mandatory for all Customers, and Source Separated Food Waste Collection service (Brown Container Collection) is additionally provided to Commercial Customers that generate a significant amount of Food Waste (e.g., restaurants, cafeterias, assisted-living facilities, hospitals, Supermarkets, or other Commercial Premises where food is prepared, sold, and/or consumed). A separate Food Waste Collection program is also considered when Jurisdictions have access to a Processing facility (such as an anaerobic digester at a water treatment plant) that can handle only very clean, uncontaminated Food Waste.

No later than January 1, 2022 or insert earlier date if desired, Contractor shall provide Brown Containers to Customers for Collection of Source Separated Food Waste, and shall provide Food Waste Collection service, as described in Exhibits A, B, and C of this Agreement. Contractor shall Transport the Food Waste to (i) the Approved/Designated Organic Waste Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated Organic Waste Processing Facility, as specified in Section 6.1.

Prior to program implementation, Contractor shall develop a detailed plan and timeline for distribution of new Brown Containers to Customers. Contractor shall submit the plan to the Jurisdiction Contract Manager at minimum of one hundred and twenty (120) days prior to the commencement date of the Food Waste program for review and approval by Jurisdiction Contract Manager. When the distribution of Containers commences,

Contractor shall provide a daily email or verbal report to the Jurisdiction Contract Manager on the status of the Container distribution process, areas of concerns and proposed resolutions, and other relevant information. The detailed plan shall include a description of the education and outreach efforts that will accompany the Container distribution process and commencement of the Food Waste program.

Guidance: Under SB 1383 Regulations (14 CCR Sections 18984.1 and 18984.2), Jurisdictions may choose to Collect Compostable Plastics in their SSGCOW Collection program, but it is not required. If the Jurisdiction wishes to include Compostable Plastics, which is dependent on the capabilities of the Approved/Designated Organic Waste Processing Facility, an example provision is provided below. If the Organic Waste Processing Facility is designated by the Jurisdiction, only the first sentence of the paragraph is necessary. For the last sentence, Jurisdiction may choose to include Liquidated Damages and/or event of default as possible remedies, but this is not specified or required by SB 1383 Regulations.

Contractor shall Collect Compostable Plastics in the Brown Containers for Processing at the Approved/Designated Organic Waste Processing Facility. At least ___ (__) months prior to the commencement of the Collection of Compostable Plastics in the Food Waste program, Contractor shall provide written notification to the Jurisdiction that the Facility can Process and recover these Compostable Plastics. Annually, in accordance with Exhibit G, Contractor shall provide written notification to the Jurisdiction that the Facility has, and will continue to have, the capabilities to Process and recover the Compostable Plastics. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept Compostable Plastics, Jurisdiction may assess Liquidated Damages or deem such failure an event of default under Section 12.1. Contractor shall notify the Jurisdiction within ___ (__) days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Approved Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics bags are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 4.4.

5.9 OTHER ORGANIC STREAMS

Guidance: Jurisdictions using a three-Container system may choose to include Collection service for additional types of SSGCOW not specified in this Article using additional Containers, or sections of Split Containers, in any color provided the colors do not conflict with the Container color requirements of SB 1383 Regulations (14 CCR Section 18984.1), as specified in Section 7.5. An example is provided below..

Contractor shall offer Collection of insert material type using insert unique color Containers, pursuant to Section 7.5. This material shall be Processed at an Approved/Designated Processing Facility and not Disposed. The Tonnage of material type Collected shall be reported in the Contractor's monthly Tonnage report.

5.10 JURISDICTION SERVICES

Guidance: SB 1383 Regulatory requirements for Organic Waste Collection and Processing are applicable to materials Collected from Jurisdictions' facilities. For this reason, example language is provided here and in Exhibit C to illustrate approaches for addressing these requirements.

Option 1: Exclusive Franchise Agreements

Contractor shall provide Collection services to Jurisdiction's facilities in the manner specified Exhibit C. The Jurisdiction facilities to be serviced by Contractor and the Service Levels for Discarded Materials Collection, as of the Commencement Date of this Agreement, are specified in Exhibit C.

Guidance: Some Jurisdictions receive these services "at no additional charge" while others pay for the services. Jurisdiction may wish to include a paragraph in this Section specifying the payment structure for these services. Jurisdiction's legal counsel is advised to provide input on this item.

Option 2: Non-Exclusive Franchise Agreements

Contractor shall provide Collection services to Jurisdiction's facilities in the manner specified Exhibit C. The Jurisdiction facilities to be serviced by Contractor and the Service Levels for Discarded Materials Collection, as of the Commencement Date of this Agreement, are specified in Exhibit C.

Contractor shall provide Collection services to Jurisdiction in the same manner it provides Collection services to Commercial Customers in accordance with this Article and Exhibit C.

Guidance: Jurisdictions may have different specifications regarding the rates paid for these services. Jurisdictions may wish to include a sentence at the end of this section specifying any such details regarding rates and payment structure for these services.

5.11 C&D COLLECTION

Guidance: Pursuant to 14 CCR Section 18989.1, SB 1383 Regulatory requirements are applicable to Organic Waste included in C&D materials. For this reason, example language is provided here and in Exhibit D to illustrate approaches for addressing these requirements. Only include this Section if C&D Collection and Processing services are included in the scope of the Jurisdiction's franchise agreement. Note that in Option 1, the provision limits C&D Collection to C&D Collection Sites, as defined. This limitation assists in delineating C&D Collection services from Gray Container Waste/Mixed Waste Collection services, particularly when a Jurisdiction may have an exclusive agreement for Gray Container Waste/Mixed Waste Collection and non-exclusive for C&D Collection. Some Jurisdictions may choose to broaden this to Collection of any C&D.

Option 1: Non-Exclusive Right to Collect C&D Materials

Contractor shall Collect C&D materials from C&D Collection Sites from Customers that subscribe to its C&D Collection services and Transport the C&D to (i) the Approved/Designated C&D Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated C&D Processing Facility, as specified in Section 6.1. Contractor shall provide C&D Collection and Processing services in accordance with Exhibit D of this Agreement. Contractor shall charge Customers for C&D Collection services at Rates agreed upon by Generators and Contractor and consistent with the requirements of Article 10.

Option 2: Exclusive Right to Collect C&D Materials

Contractor shall Collect C&D materials from all Customers that subscribe to its C&D Collection services and Transport the C&D to (i) the Approved/Designated C&D Processing Facility, or (ii) the Approved/Designated Transfer Facility for Transfer and Transport to an Approved/Designated C&D Processing Facility, as specified in Section 6.1. Contractor shall provide C&D Collection and Processing services in accordance with Exhibit D of this Agreement. Contractor shall charge Customers for C&D Collection services at Jurisdiction-approved Rates set pursuant to Article 10.

5.12 BULKY ITEMS AND REUSABLE MATERIALS COLLECTION

Guidance: Providing a Bulky Items and Reusable Materials Collection program is not required under SB 1383 Regulations. However, Jurisdictions that have these programs should be aware that the Organic Waste Collection and Processing requirements of SB 1383 Regulations are applicable to any the Bulky Items and Reusable Materials Collected that are defined as Organic Waste. For this reason, example language is provided here and in Exhibits A and B to illustrate approaches for addressing these requirements. Some Jurisdictions, particularly those with exclusive franchise agreements, require the Contractor's provision of Bulky Item Collection, and in some cases, Reusable Materials Collection services. Below is an example provision for this type of service. In this case, the program would likely be categorized as a program offering the Customers a high-level of service. Alternative approaches and/or requirements that call for fewer Collection events can reduce costs.

Contractor shall offer scheduled neighborhood clean-up days for Collection of Bulky Items, Reusable Materials, and other materials for Single-Family Customers as described in Exhibit A. In addition, Contractor shall provide on-call Bulky Item Collection services to Single-Family and Multi-Family Customers each year as described in Exhibits A and B. Pursuant to Exhibits A and B, Contractor shall Transport all Bulky Items and Reusable Materials Collected under this Agreement to the appropriate facility.

5.13 SPECIAL EVENTS COLLECTION

Guidance: SB 1383 Regulations do not require Contractor to provide special events collection; however, Organic Waste Collection and Processing requirements are applicable to Organic Waste Collected during special events.

This Section provides an example of a three-stream Collection system for events. It

anticipates that Gray Container Waste will be Collected assuming that no Organic Waste is allowed for Collection in the Gray Containers. If the three-stream system allows for Organic Waste, such as Food Waste, to be Collected in the Gray Containers, change "Gray Container Waste" to "Mixed Waste". If a two- or one-stream system is to be provided, amend this Section as needed.

A. **General**. Contractor shall provide Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste services at up to ___ (__) special events, examples of which are identified in Exhibit C, per Rate Period at no additional charge to the event or Jurisdiction. The Contractor may provide service for additional events at the Jurisdiction-approved Rate. Contractor shall provide the special event services to other events that are sponsored by Jurisdiction upon thirty (30) calendar days' advance request by the Jurisdiction Contract Manager. Special event services include: _____. Guidance: Insert a description or list of special event services here or create an Exhibit with a list and reference the Exhibit here.

B. **Event Collection Stations**. Contractor shall provide and set-up event Collection stations for Collection of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste at Jurisdiction-sponsored special events. Each event Collection station shall include a separate Cart for each of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste, as appropriate. Contractor shall provide a sufficient number of event Collection stations of sufficient capacity to meet the needs of the event as determined by Contractor in cooperation with the event organizer. Collection stations shall utilize the same Carts used to provide services to Single-Family Customers, unless alternative Containers are approved by the Jurisdiction. Contractor shall provide liners/bags for the Carts at the Collection stations, and shall line the Carts as a part of the station set-up. Collection stations shall include adequate signs and labeling.

C. **Collection Station Monitors**. Upon request, Contractor shall provide up to six (6) Collection station monitors who shall be present for the duration of each special event. Contractor shall require Collection station monitors to monitor event Collection stations and educate event attendees and vendors about what materials are acceptable in each Collection station Cart. The Jurisdiction shall be responsible for Transporting materials contained in event Collection stations to Drop Boxes, which will subsequently be Collected by the Contractor. Station monitors will also sort materials both at the Collection stations and at the Drop Boxes to ensure that they are properly separated.

D. **Consolidation Containers**. Upon request, Contractor shall provide Containers for the aggregation of material removed from event Collection stations during the course of the event. Contractor shall provide Containers in sufficient number of appropriate type(s) for the needs of the event as determined by Contractor in cooperation with the event organizer. Contractor shall service Containers, as agreed-upon with the event

organizer, and deliver Collected materials to the appropriate Approved/Designated Facility for Processing and/or Disposal.

E. **Public Education Booth**. Upon request of either the Jurisdiction Contract Manager or the event organizer, Contractor shall staff a booth or exhibit at the event for the purpose of educating the public about the services and programs provided by Contractor under this Agreement and the benefits of source reduction, reuse, Recycling, and Composting. Contractor shall comply with the non-English language requirements for the public education materials provided, in accordance with Section 6.3.J.

F. **Reporting**. Within fourteen (14) calendar days of the end of the event, Contractor shall submit a report to the Jurisdiction Contract Manager and event organizer. The report should include, at a minimum: the number of event collection stations deployed at the event, the number of Collection station monitors, the Tonnage of each material type (i.e., Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste) Collected, and a description of the public education provided at the event.

G. **Coordination with Others**. Contractor may, at its sole discretion and expense, coordinate with local youth, community, or charitable organizations to provide some or all of the required services. 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.

H. **Service to Additional Special Events**. For special events that are not identified in Exhibit C or otherwise hosted or sponsored by the Jurisdiction, Contractor shall provide the above-described special event services at the request of the event organizer and may negotiate the charges for such services with the event organizer based on the specific needs of the event.

ARTICLE 6: OTHER SERVICES

6.1 TRANSFER, PROCESSING, AND DISPOSAL

Guidance: Jurisdictions secure Transfer, Processing, and Disposal services using different approaches that impact the requirements of the Contractor. For this reason, two different contract options are provided. The first option addresses a situation in which the Jurisdiction relies on their franchise hauler to provide or arrange for the Facilities needed. The second option addresses scenarios in which Jurisdictions: (i) separately contract for Facility services directly with the Facility operator; and/or, (ii) own or participate in ownership of Facilities. Since several Facilities are often used to meet the Transfer, Processing, and Disposal needs, Jurisdictions often use a combination of these approaches. The Jurisdiction might contract these services to a variety of entities or combination of entities, either directly or through their Solid Waste franchisee(s). Jurisdictions will likely need to customize the language to fit their specific circumstances, which may involve using a combination of the approaches, if some Facilities are selected

by hauler and others by the Jurisdiction.

The options presented below reflect an assumed set of Facility types that complies with SB 1383 Regulations, including, but not limited to 14 CCR, Division 7, Chapter 12, Articles 2 and 3, and 14 CCR Division 7, Chapter 3, Article 6, for the different Collection system options. Organic Waste may be sent to other types of Facilities or activities provided such Facilities or activities constitute a reduction in Landfill Disposal pursuant to SB 1383 Regulations (14 CCR Section 18983.1(b)).

Option 1: Selection of Facilities by Contractor

A. Contractor shall Transport all Discarded Materials to the Approved Facility(ies) specified in Exhibit E and shall Transfer, Process, and Dispose of Discarded Materials in accordance with this Section and Exhibit E. The Approved Facilities shall comply with the following requirements.

Option 1A: Three-Container System (Blue, Green, and Gray Containers) (Standard Compliance Approach)

1. **Approved Transfer Facility**. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste/Mixed Waste Collected in accordance with this Agreement. Guidance: Include only if some Discarded Materials will be sent to a Transfer Facility and then to the Processing Facility or Disposal Facility.

2. **Approved Source Separated Recyclable Materials Processing Facility (Blue Containers)**. Contractor's Approved Recyclables Processing Facility shall be a Facility or operation that Processes Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials to recover materials designated for Collection in the Blue Container.

3. **Approved Organic Waste Processing Facility (Green Containers)**. Contractor's Approved Organic Waste Processing Facility shall be a Facility that Processes Single-Family, Multi-Family, and Commercial SSGCOW to recover Source Separated Organic Waste.

4. **Approved Disposal Facility (Gray Containers)**. Contractor's Approved Disposal Facility shall be a Disposal Facility that accepts Single-Family, Multi-Family, and Commercial Gray Container Waste Collected in accordance with this Agreement for Disposal. Guidance: Include this subsection if the three- or three-plus-Container system does not allow Organic Waste, such as Food Waste, to be Collected in the Gray Container. Delete if Organic Waste, such as Food Waste, is allowed to be Collected in the Gray Container, and use instead the Approved High Diversion Organic Waste Processing Facility subsection below.

Guidance for Option 1A: A Jurisdiction using a three- or three-plus-Container Collection system that does not allow Organic Waste, such as Food Waste to be

Collected in the Gray Container is not required to deliver its Gray Container Waste to a High Diversion Organic Waste Processing Facility. However, a Jurisdiction may voluntarily choose to send its Gray Container Waste to such a facility, in which case the Jurisdiction shall also include Approved High Diversion Organic Waste Processing Facility from below.

5. **Approved High Diversion Organic Waste Processing Facility (Gray Containers)**. Contractor's Approved High Diversion Organic Waste Processing Facility shall be a facility or operation that: (i) Processes Single-Family, Multi-Family, and Commercial Mixed Waste Collected in accordance with this Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility. Guidance: Include this subsection if the three- or three-plus-Container system allows Organic Waste, such as Food Waste, to be Collected in the Gray Container. Delete if Organic Waste, such as Food Waste, is not allowed to be Collected in the Gray Container, and use instead the Approved Disposal Facility subsection above.

Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the Facility must be in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meet or exceed an annual average Mixed Waste organic content recovery rate of fifty (50) percent between January 1, 2022 and December 31, 2024, and seventy-five (75) percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e), for Organic Waste received from the Mixed Waste Organic Waste Collection Stream.

Option 1B: Three-Container System (Blue, Green, and Gray Containers) (Performance-Based Compliance Approach, which specifies Facility types/standards for Source Separated Recyclable Materials and Organic Waste Processing)

1. **Approved Transfer Facility**. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste/Mixed Waste Collected in accordance with this Agreement. Guidance: Include only if some Discarded Materials will be sent to a Transfer Facility and then to the Processing Facility or Disposal Facility.

2. **Approved Source Separated Recyclable Materials Processing Facility (Blue Containers)**. Contractor's Approved Source Separated Recyclable Materials Processing Facility shall be a Facility or operation that Processes Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials to recover materials designated for Collection in the Blue Container.

3. **Approved Organic Waste Processing Facility (Green Containers)**. Contractor's Approved Organic Waste Processing Facility shall be a facility that: (i) Processes Single-Family, Multi-Family, and Commercial SSGCOW Collected in accordance with this Agreement; and, (ii) is a "transfer/processor" or "composting operation" or "composting Facility" as defined within the definition of

"Designated Source Separated Organic Waste Processing Facility" in 14 CCR Section 18982(a)(14.5). Guidance: Per SB 1383 Regulations (14 CCR Section 18982(a)(14.5)), note that the composting operation or composting Facility shall be as defined by 14 CCR Section 18815.2(a)(13), which includes in-vessel digestion operations and Facilities. In addition, the composting and in-vessel operations or Facilities must be a Facility that demonstrates that the percent of the material removed for Landfill Disposal that is Organic Waste is less than twenty percent (20%) on and after January 1, 2022 and less than ten percent (10%) on and after January 1, 2024; and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.57.

4. **Approved Disposal Facility (Gray Containers)**. Contractor's Approved Disposal Facility shall be a Disposal Facility that accepts Single-Family, Multi-Family, and Commercial Gray Container Waste Collected in accordance with this Agreement for Disposal. Guidance: Include this subsection if the three- or three-plus Container system does not allow Organic Waste, such as Food Waste, to be Collected in the Gray Container. Delete if Organic Waste, such as Food Waste, is allowed to be Collected in the Gray Container, and use instead the Approved High Diversion Organic Waste Processing Facility subsection below.

Guidance for Option 1A: A Jurisdiction using a three- or three-plus Container Collection system that does not allow Organic Waste, such as Food Waste to be Collected in the Gray Container is not required to deliver its Gray Container Waste to a High Diversion Organic Waste Processing Facility. However, a Jurisdiction may voluntarily choose to send its Gray Container Waste to such a Facility, in which case the Jurisdiction shall include Approved High Diversion Organic Waste Processing Facility language below.

5. **Approved High Diversion Organic Waste Processing Facility (Gray Containers)**. Contractor's Approved High Diversion Organic Waste Processing Facility shall be a facility or operation that: (i) Processes Single-Family, Multi-Family, and Commercial Mixed Waste Collected in accordance with this Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility. Guidance: Include this subsection if the three- or three-plus-Container system allows Organic Waste, such as Food Waste, to be Collected in the Gray Container. Delete if Organic Waste, such as Food Waste, is not allowed to be Collected in the Gray Container, and use instead the Approved Disposal Facility subsection above.

Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the Facility must be in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meet or exceed an annual average Mixed Waste organic content recovery rate of fifty (50) percent between January 1, 2022 and December 31, 2024, and seventy-five (75) percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e), for Organic Waste received from the Mixed Waste Organic Waste Collection Stream.

Option 1C: Two-Container System for Source Separated Recyclable Materials and Mixed Waste (Blue and Gray Containers)

1. **Approved Transfer Facility**. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials and Mixed Waste Collected in accordance with this Agreement. Guidance: Include only if some Discarded Materials will be sent to a Transfer Facility and then to the applicable Processing Facility.

2. **Approved Source Separated Recyclable Materials Processing Facility (Blue Containers)**. Contractor's Approved Source Separated Recyclable Materials Processing Facility shall be a facility or operation that Processes Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials to recover materials designated for Collection in the Blue Container.

3. **Approved High Diversion Organic Waste Processing Facility (Gray Containers)**. Contractor's Approved High Diversion Organic Waste Processing Facility shall be a facility or operation that: (i) Processes Single-Family, Multi-Family, and Commercial Mixed Waste Collected in accordance with this Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility. Guidance: Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the Facility must be in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meet or exceed an annual average Mixed Waste organic content recovery rate of fifty percent (50%) between January 1, 2022 and December 31, 2024, and seventy-five percent (75%) after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste Organic Waste Collection Stream.

Option 1D: Two-Container System for SSGCOW and Mixed Waste (Green and Gray Containers)

1. **Approved Transfer Facility**. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial SSGCOW and Mixed Waste Collected in accordance with this Agreement. Guidance: Include only if some Discarded Materials will be sent to a Transfer Facility and then to the applicable Processing Facility

2. **Approved Organic Waste Processing Facility (Green Containers)**. Contractor's Approved Organic Waste Processing Facility shall be an Organic Waste Processing Facility that Processes Single-Family, Multi-Family, and Commercial SSGCOW to recover Source Separated Organic Waste.

3. **Approved High Diversion Organic Waste Processing Facility (Gray Containers)**. Contractor's Approved High Diversion Organic Waste Processing Facility shall be a facility or operation that: (i) Processes Single-Family, Multi-Family, and Commercial Mixed Waste Collected in accordance with this

Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility. Guidance: Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the Facility must be in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meet or exceed an annual average Mixed Waste organic content recovery rate of fifty (50) percent between January 1, 2022 and December 31, 2024, and seventy-five (75) percent after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste Organic Waste Collection Stream.

Option 1D: One-Container System for Mixed Waste (Gray Containers)

1. **Approved Transfer Facility**. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Single-Family, Multi-Family, and Commercial Mixed Waste, Collected in accordance with this Agreement. Guidance: Include only if some Discarded Materials will be sent to a Transfer Facility and then to the High Diversion Organic Waste Processing Facility.

2. **Approved High Diversion Organic Waste Processing Facility (Gray Containers)**. Contractor's Approved High Diversion Organic Waste Processing Facility shall be a facility or operation that: (i) Processes Single-Family, Multi-Family, and Commercial Mixed Waste Collected in accordance with this Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility. Guidance: Per SB 1383 Regulations (14 CCR Section 18982(a)(33)), the Facility must be in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meet or exceed an annual average Mixed Waste organic content recovery rate of fifty (50) percent between January 1, 2022 and December 31, 2024, and seventy-five (75) percent after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste Organic Waste Collection Stream.

B. **Allowable Organic Waste Facilities**. If Contractor is interested in Transporting Discarded Materials to a type of Facility that is not described above, Contractor shall obtain written approval from the Jurisdiction Contract Manager and such Facilities or activities shall constitute a reduction in Landfill Disposal pursuant to 14 CCR Section 18983.1(b). If Contractor is interested in using a Facility, operation, or activity not listed above and not specifically identified in 14 CCR Section 18983.1(b), Contractor shall be responsible for securing the necessary approvals from CalRecycle, pursuant to 14 CCR Section 18983.2, that the Facility's process or technology constitutes a reduction in Landfill Disposal prior to the Jurisdiction's final approval of such Facility or activity.

C. **Guaranteed Capacity and Facility Standards**. Contractor shall guarantee Transfer, Processing, and Disposal capacity at the Approved Facility(ies) to receive all

Discarded Materials Collected by the Contractor throughout the Term of the Agreement and shall comply with Facility standards specified in Exhibit E.

D. **Other Facility Provisions**. Exhibit E describes other Facility provisions including, but not limited to, use of Alternative Facilities, contamination monitoring of Discarded Materials received at the Approved Facilities, emergency conditions, and more.

E. **Transportation and Facility Costs**. Contractor shall pay all costs for the Transport, Transfer, Processing, and/or Disposal of Discarded Materials Collected in accordance with this Agreement. Contractor's compensation for such services is included in the Rates charged to Customers.

F. **Subcontractor**. Guidance: There may be other forms of arrangements between a Facility and a Contractor/Jurisdiction other than a Subcontractor, and subcontracting is optional; however, subcontracting is a common example of such a relationship and an example provision has been provided for that purpose. If the Contractor does not own or operate one or more of the Approved Facilities, Contractor shall enter into a subcontract agreement with the owner or operator of such Approved Facility(ies) and the requirements of Section 6.1 and Exhibit E shall pertain to the Subcontractor. In addition, Subcontractor requirements or obligations related to indemnification (Section 11.1) and insurance requirements (Section 11.2) shall apply, as well as any other Subcontractor requirements or obligations stated in other sections of this Agreement.

G. **Transportation to Non-Approved Facilities Prohibited.** If Contractor Transports Discarded Materials to a Facility other than the Approved Facility(ies) or an Alternative Facility without prior Jurisdiction approval, Contractor's failure to comply may result in assessment of Liquidated Damages pursuant to Section 12.7 and Exhibit F.

Option 2: Selection of Facilities by Jurisdiction

A. **Designation of Facilities**. Contractor shall Transport all Discarded Materials Collected in accordance with this Agreement to the Designated Facility(ies) appropriate for each type of Discarded Materials. Once Collected materials are deposited by Contractor at the appropriate Designated Facility(ies), ownership of such materials shall transfer from the Contractor to the owner or Facility operator of the Designated Facility(ies), subject to the provisions/limitations of that Facility or contract. The Contractor is not responsible for providing Transfer, Processing, or Disposal services unless otherwise provided in Section 6.1 and Exhibit E.

Guidance for above paragraph: Amend this description as needed to be more specific about which types of Discarded Materials are to be Transported to which Jurisdiction-Designated Facility (e.g., this may only apply to Source Separated Recyclable Materials being Transported to the Designated Source Separated Recyclable Materials Processing Facility).

B. **Use of Alternative Facilities**. Jurisdiction may designate an Alternative Facility for Contractor's use for a short or extended period of time. Such a change shall be

considered a Jurisdiction-directed change in scope and handled in accordance with provisions in Section 4.4.

C. **Payment of Facility Tipping Fees**. Contractor shall pay all tipping fees, Residue surcharges, contamination Processing fees, and other costs charged by Facility operator(s) of Designated Facility(ies) for acceptance and Transfer, Processing, and/or Disposal of Source Separated Recyclable Materials, SSGCOW, and Mixed Waste/Gray Container Waste Collected in accordance with this Agreement. Contractor shall receive compensation for Transfer and Processing costs in accordance with Article 10.

D. **Cooperation with Facility Operator**.

1. **Communications**. If requested by Jurisdiction, the Contractor shall meet with the Jurisdiction and Facility operator(s) of Jurisdiction-Designated Facility(ies) at least insert frequency (e.g., once each month), insert communication method (e.g., in person and/or by conference call), to discuss issues related to the interaction of operations between Contractor and Facility operator including, but not limited to:

   (a) Traffic flow;

   (b) Vehicle weighing procedures;

   (c) Source Separated Recyclable Materials and SSGCOW contamination level and contamination monitoring;

   (d) Hazardous Waste screening and safety policies;

   (e) Receiving hours;

   (f) Billing and payment of gate fees for delivery of materials;

   (g) Vehicle parking;

   (h) Employee facilities; and,

   (i) Maintenance facilities.

2. **E-Mail Communications**. The Contractor's general manager shall have e-mail capabilities to enable the Facility operator and the Contractor's general manager to communicate via e-mail. Contractor's general manager shall respond to the Facility operator's email correspondence within ___ (__) days or hours.

3. **Coordination of Hours**. Contractor shall plan its Hauler Routes to be compatible with the Designated Transfer and Processing Facility receiving hours, which shall be, at a minimum, insert receiving schedule (days and hours). Contractor shall deliver Collected materials to the Designated Facility(ies) during the receiving

hours of the Designated Facility(ies).

4. **Compliance with Facility Rules**. Contractor shall cooperate with Facility operator and comply with Facility operator's requirements including: (i) how and where to unload Collection vehicles; (ii) respecting operations and construction of new facilities; and, (iii) the Facility operator's Excluded Waste screening and exclusion program. Contractor shall also comply with the waste evaluations and contamination assessment procedures and schedule provided by the Facility operator.

E. **Vehicle Tare Weights for Approved Facility(ies)**. Within thirty (30) Days prior to the Commencement Date, Contractor shall coordinate with the Facility operator(s) to ensure that all Collection vehicles used by Contractor to Transport Discarded Materials to Designated Facilities are weighed to determine unloaded ("tare") weights. Contractor shall work with Facility operator(s) to electronically record the tare weight, identify vehicle as Contractor's, and provide a distinct vehicle identification number for each vehicle. Contractor shall provide Jurisdiction with a report listing the vehicle tare weight information upon request. Contractor shall promptly coordinate with Facility operator to weigh additional or replacement Collection vehicles prior to Contractor placing them into service. Contractor shall check tare weights at least annually, or within fourteen (14) days of a Jurisdiction request, and shall re-tare vehicles immediately after any major maintenance service that could impact the weight of the vehicle by more than fifty (50) pounds.

F. **Records and Investigations**. Contractor shall maintain accurate records of the quantities of Discard Materials Transported to and Accepted at the Designated Facility(ies) and shall cooperate with Jurisdiction and any regulatory authority in any audits or investigations of such quantities.

G. **Transportation to Non-Approved Facilities Prohibited.** If Contractor Transports Discarded Materials to a facility other than a Designated Facility or an Alternative Facility without prior Jurisdiction approval, Contractor's failure to comply may result in assessment of Liquidated Damages pursuant to Section 12.7 and Exhibit F.

Option 3: Combination of Option 1 and 2

Guidance: In the event Jurisdiction relies on a combination of Jurisdiction Designated Facilities and Contractor-selected and Approved Facilities, Jurisdiction will need to adapt both Options 1 and 2 to document their Facility arrangements.

6.2 CONTAMINATION MONITORING

Guidance: SB 1383 Regulations (14 CCR Section 18984.5) require contamination monitoring for Jurisdictions with three-, three-plus-, and two-Container systems. The provisions below are provided for such purpose. SB 1383 Regulations (14 CCR Section 18984.5(a)) do not require contamination monitoring for one-Container systems for the Standard-Compliance Approach. Jurisdictions with a one-Container system may choose to include a contamination monitoring process for identification of Excluded Waste, but

this is not required by, nor specified in the SB 1383 Regulations.

Four contamination monitoring subsections are provided in this Section 6.2.

- Section 6.2.1 provides general requirements on contamination monitoring including Container inspections methods, actions to be taken upon identification of Prohibited Container Contaminants, and Disposal of contaminated materials.

- Section 6.2.2 describes optional, ongoing contamination monitoring services that are not explicitly required by SB 1383 Regulations, but the Jurisdiction may want to include, and which may be provided by the Contractor as a routine course of providing its services under the Agreement.

- Section 6.2.3 provides the option to use Hauler Route reviews, pursuant to 14 CCR Section 18984.5(b), to meet the contamination monitoring requirements of SB 1383 Regulations (14 CCR Section 18984.5).

- Section 6.2.4 provides the option to use waste evaluations, pursuant to 14 CCR Section 18984.5(c), to meet the contamination monitoring requirements of SB 1383 Regulations (14 CCR Section 18984.5).

Additional guidance notes within each subsection explain the circumstances in which each subsection is applicable. Jurisdictions using the Standard-Compliance Approach have the option of conducting Hauler Route reviews (described in Section 6.2.3) or waste evaluations studies (described in Section 6.2.4) for contamination monitoring. The Jurisdiction should select one of these approaches and remove the subsection of the unused option.

Jurisdictions using the Performance-Based Compliance Approach are required to conduct contamination monitoring; however, they are specifically required to perform waste evaluations studies (described in Section 6.2.4) pursuant to 14 CCR Section 18984.5(c), rather than Hauler Route reviews (described in Section 6.2.3). Given this regulatory requirement, Jurisdictions using the Performance-Based Compliance Approach should delete Section 6.2.3.

SB 1383 Regulations (14 CCR Section 18984.5(g)) state that nothing in the regulations limits a Jurisdiction from adopting contamination standards, sampling, or noticing protocols that are more stringent or rigorous than the Container contamination minimization requirements of SB 1383 Regulations (14 CCR Section 18984.5). Jurisdictions may want to exceed the contamination monitoring requirements of SB 1383 Regulations (14 CCR Section 18984.5) to manage contamination levels to achieve their goals for reduction in Landfill Disposal and/or high quality and marketability of Recycled products and Compost, etc.

6.2.1 Contamination Monitoring Procedures

A. **General**. This Section presents inspection method(s) for Prohibited Container Contaminants to be used by the Contractor in conducting contamination monitoring required by Sections 6.2.2 and 6.2.3/6.2.4.

B. **Container Inspection Methods**.

Guidance: In this subsection, three Container inspection methods are presented for Contractor's monitoring of the presence of Prohibited Container Contaminants in Containers. Option 1 involves physical Container inspection by opening the Container lids and examining the Discarded Materials; Option 2 involves visual inspection using cameras on-board the Collection vehicle to view images of Discarded Materials; and, Option 3 involves remote visual inspections using cameras installed in Containers to view and analyze digital images of Discarded Materials. Jurisdictions may choose one or more of the options (e.g., Jurisdiction may select one option for Single-Family Customers and another for Multi-Family and Commercial Customers; or may select different options for different material types).

1. Option 1: Physical Container Inspections. When Contractor's Hauler Route personnel dismounts from Collection vehicles to empty a Container, such personnel shall lift the Container lid and observe the contents. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 6.2.1.C.

2. Option 2: Visual Inspections via On-Board Monitoring System. For Collection vehicles with automated Collection service, the Collection vehicle hopper shall be equipped with a video camera and monitoring system. The Contractor's Hauler Route personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 6.2.1.C.

   The next day on which that Customer is to receive service, the Contractor's Hauler Route personnel shall dismount the Collection vehicle, lift the lid of the Container, and visually inspect the contents of the Container. If the Contractor's Hauler Route personnel determines that the Container again contains Prohibited Container Contaminants, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 6.2.1.C.

3. Option 3: Visual Inspection via Remote Monitoring.

   a. Contractor shall install camera equipment in Containers and use a cloud-based software that will enable Contractor, Jurisdiction, and/or other applicable enforcement personnel to monitor and examine the contents of

Single-Family, Multi-Family, and/or Commercial Containers using digital photographic images obtained from the cameras installed in the Containers. The digital images shall be maintained and accessible for examination through the Contractor's cloud-based software platform. Contractor will perform regular and frequent remote monitoring of each Container, automatically, manually, or in combination using the remote monitoring system.

b. The Container monitoring system will capture digital pictures multiple times each day of the contents of the Container to document and visualize various layers of material in the Container. Capturing multiple digital pictures is necessary to detect Prohibited Container Contaminants throughout the Container. Contractor shall capture no less than ___ (__) digital pictures per Container per day, at time intervals of no less than _____ (___) minutes/hours.

C. **Actions upon Identification of Prohibited Container Contaminants**.

1. **Record Keeping**. The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Blue, Green, or Gray Container); and maintain photographic evidence, if required. Contractor shall submit this record to the Contractor's Customer service department, and Contractor's Customer service department shall update the Customer's account record to note the event, if the documentation if the on-board computer system did not automatically update the Customer's account record.

2. **Identification of Excluded Waste**. If Contractor's personnel observe Excluded Waste in an uncollected Container, the Contractor's personnel shall issue a non-Collection notice for this Container in accordance with Section 6.2.1.C.5 and shall not Collect the Discarded Materials that contain Excluded Waste. Contractor's personnel shall record that observation in accordance with Section 6.2.1.C.1 and immediately inform their route supervisor. Contractor shall follow protocols specified in Sections 6.2.1.C.5 and 6.2.1.C.6. The route supervisor shall investigate and initiate applicable action within one (1) Business Day or sooner if the Hazardous Waste may cause immediate danger.

Guidance for Sections 6.2.1.C.3 through 6.2.1.C.5 below: SB 1383 Regulations (14 CCR 18984.5(b)(1)) require that upon finding Prohibited Container Contaminants in a Container, the Jurisdiction, shall notify the Generator of the violation. 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. 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. Subsections C.3 through C.5 provide examples of noticing options, including a

combination of courtesy pick-up notices, contamination processing fees, and non-collection notices. Jurisdictions are advised to review these options and select one or more that best fits their desired response to contaminated Containers, ensuring the above noticing requirements are included here and/or in subsequent Sections.

3. **Courtesy Pick-Up Notices**. Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer a courtesy pick-up notice. The courtesy pick-up notification shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Blue Container, Green Container, and/or Gray Container; (iv) inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information that following ___ (_) instances (See guidance in subsection C.4 below) Contractor may assess contamination Processing fees or issue a non-Collection notice; and, (v) may or shall include photographic evidence. Contractor shall leave the courtesy pick-up notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to Jurisdiction's approval, may deliver the notice by mail, e-mail, text message, or other electronic message.

Contractor shall Collect the contaminated Source Separated Recyclable Materials or SSGCOW and Transport the material to the appropriate Approved Facility for Processing; or, Contractor may Collect the contaminated materials with Gray Container Waste/Mixed Waste and Transport the contaminated materials to the appropriate Approved/Designated Facility for Disposal/ Processing.

Guidance: SB 1383 Regulations (14 CCR Section 18984.5(b)(2)) specify that if a Jurisdiction observes Prohibited Container Contaminants in a Generator's Collection Container(s), it may Dispose of the Container's contents. The last sentence of the above subsection demonstrates an example provision that can be modified to either require the Contractor, as the Jurisdiction's designee, to Process the materials or allow for Disposal of the materials.

4. **Notice of Assessment of Contamination Processing Fees**. If the Contractor observes Prohibited Container Contaminants in a Generator's Container on more than ___ (_) consecutive occasions and issued courtesy pick-up notices on each of those occasions, the Contractor may impose a contamination Processing fee of $___ (which will be adjusted annually pursuant to Section 10). Contractor shall notify the Jurisdiction in its monthly report of Customers for which contamination Processing fees were assessed. Contractor shall leave a contamination Processing fee notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to Jurisdiction's approval, may deliver the notice by mail, e-mail, text message, or other electronic

message. The contamination Processing fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be charged a contamination Processing fee on its next bill. The format of the contamination Processing fee notice shall be approved by the Jurisdiction Contract Manager.

Contractor shall Collect the contaminated Source Separated Recyclable Materials or SSGCOW and Transport the material to the appropriate Approved/Designated Facility for Processing.

Guidance: The above subsection shall be included by Jurisdictions that want contamination Processing fees to be assessed, which is not required under SB 1383 Regulations. Notwithstanding the Jurisdiction enforcement requirements in SB 1383 Regulations (14 CCR Section 18995.1), the SB 1383 Regulations (14 CCR Section 18984.5(b)(3)) do not require Jurisdictions to impose administrative civil penalties on Generators for violation of Prohibited Container Contaminants requirements. If choosing to include these optional fees, Jurisdictions should modify this section to specify the conditions and procedure for issuance of the fees. For example, a fee could be assessed per instance of observed Prohibited Container Contaminants or could be assessed after a certain number of consecutive instances. The contamination Processing fee intends to support with the Contractor's additional costs to Process contaminated material, and should correlate with those additional costs. The contamination Processing fees shall not be construed as a Generator penalty for improper sorting or an action to impose a civil penalty on behalf of the Jurisdiction. Jurisdictions are advised to consult with their legal counsel regarding the structure and assessment of contamination processing fees, if including. If not including such fees, Jurisdiction should delete this Section 6.2.1.C.4, reference to fees in subdivision (iv) of Section 6.2.1.C.3, subdivision (iv) of Section 6.2.1.C.5, and anywhere else where contamination Processing fees are mentioned in the Agreement.

5. **Non-Collection Notices.** Upon identification of Prohibited Container Contaminants in a Container in excess of standards agreed upon by the Parties or Excluded Waste, Contractor shall provide a non-Collection notice to the Generator. The non-Collection notice shall, at a minimum: (i) inform the Customer of the reason(s) for non-Collection; (ii) include the date and time the notice was left or issued; (iii) describe the premium charge to Customer for Contractor to return and Collect the Container after Customer removes the Contamination; and, (iv) provide a warning statement that a contamination Processing fee may be assessed if Prohibited Container Contaminants are observed on more than ____ (_) consecutive occasions. The non-Collection notice may or shall include photographic evidence of the violation(s). Guidance: SB 1383 Regulations (14 CCR Section 18984.5(b)(3)) do not require the assessment of contamination Processing fees (see guidance in Section 6.2.1.C.4 above for details). If Jurisdiction does not intend to allow for such fees, the Jurisdiction should delete item (iv) in the paragraph above, and other areas

where contamination Processing fees are mentioned (see guidance in Section 6.2.1.C.4 above). If retaining provisions regarding contamination Processing fees, Jurisdiction should specify the conditions and procedure for issuance of the fees. For example, a fee could be assessed per instance of observed Prohibited Container Contaminants or could be assessed after a certain number of consecutive instances, and the Jurisdiction should revise this subsection accordingly.

The Contractor's notice of non-Collection may be left attached to or adhered to the Generator's Container, or at the Premises' door or gate at the time the violation occurs, or subject to Jurisdiction's approval, may be delivered by mail, e-mail, text message, or other electronic message.

Contractor shall submit a sample of its non-Collection notice to the Jurisdiction Contract Manager for approval prior to implementing use of it with Customers.

6. **Communications with Customer**. Whenever a Container at the Premises of a Commercial or a Multi-Family Customer is not Collected, Contractor shall contact the Customer on the scheduled Collection day or within ___(__) hours of the scheduled Collection day by telephone, email, text message, or other verbal or electronic message to explain why the Container was not Collected. Whenever a Container is not Collected because of Prohibited Container Contaminants, a Customer service representative shall contact the Customer to discuss, and encourage the Customer to adopt proper Discarded Materials preparation and separation procedures.

7. **Contractor Return for Collection**. Upon request from Customer, Contractor shall Collect Containers that received non-Collection notices within one (1) Working Day of Customer's request if the request is made at least two (2) Working Days prior to the regularly scheduled Collection Day. Contractor shall bill Customer for the extra Collection service event ("extra pick-up") at the applicable Jurisdiction-approved Rates only if Contractor notifies Customer of the premium Rate for this service at the time the request is made by Customer.

D. **Disposal of Contaminated Materials.** If the Contractor observes Prohibited Container Contaminants in a Generator's Container(s), Contractor may Dispose of the Container's contents, provided Contractor complies with the noticing requirements in Section 6.2.1.C.5 above. Guidance: If the Jurisdiction does not want to allow for Disposal of the contents of Containers with Prohibited Container Contaminants, this section should be deleted, and Jurisdiction shall retain prior sections requiring Contractor to leave materials and issue non-Collection notices or requiring Collection of the materials and the optional assessment of contamination Processing fees.

6.2.2 Ongoing Contamination Monitoring

Guidance: This Section on ongoing contamination monitoring is applicable to all types of Collection systems (three-, three-plus-, two-, and one-Container systems). It is optional

and not required by SB 1383 Regulations. Jurisdictions can keep and modify the language or delete this Section entirely.

A. **Route Personnel Monitoring**. Contractor shall assist on an ongoing basis in minimizing contamination by helping to educate Customers on acceptable and non-acceptable materials through ongoing education and outreach efforts in Section 6.3 and through on-going monitoring of the contents of Collection Containers. The ongoing Container monitoring shall be performed by Contractor using the method described in Section 6.2.1.B.

B. **Periodic Sampling and Sorting**

Guidance: The following Hauler Route monitoring involves "pad" sampling where samples are taken and sorted on a pad to identify contamination. This monitoring is optional and is not required by SB 1383 Regulations. It is provided as an example for Jurisdictions that want to go above and beyond the regulatory requirements.

Contractor shall implement a monthly contamination monitoring program of Source Separated Recyclable Materials and SSGCOW that involves Contractor's performance of visual inspections of aggregate Collection vehicle contents from Jurisdiction Hauler Routes to assess the level of Prohibited Container Contaminants. This shall be conducted through a "pad inspection" in which Source Separated Recyclable Materials or SSGCOW from a Collection vehicle are emptied onto a pad at the Approved/Designated Facility and an assessment of the Prohibited Container Contaminants is made. Up to _____ (___) visual pad inspections shall be performed by Contractor once a month/quarter/year, targeting different Hauler Routes. Based on pad inspection results, Contractor shall perform targeted outreach to Customers on the Jurisdiction Hauler Routes found to have Prohibited Container Contaminants in excess of the standards agreed upon by the Contractor and Jurisdiction. Outreach shall take the form of Hauler Route-level direct mailings to highlight common Prohibited Container Contaminants and to provide instruction on proper separation of Discarded Materials. Contractor shall maintain records and provide reports monthly regarding contamination inspections in accordance with Exhibit G.

6.2.3 Contamination Monitoring (Hauler Route Review Option)

Guidance: Jurisdictions using the Standard-Compliance Approach with a three-, three-plus-, or two-Container system must conduct contamination monitoring pursuant to SB 1383 Regulations (14 CCR Section 18984.5), which identify two options for fulfilling the contamination monitoring requirements. Example language for the first option is presented in this Section 6.2.3 describing the Hauler Route review compliance option pursuant to 14 CCR Section 18984.5(b). The second option, waste evaluations, is presented in Section 6.2.4.

Note that Jurisdictions using the Performance-Based Compliance Approach should remove this Section, and instead use the content in Section 6.2.4 for waste evaluations, which are specifically required by SB 1383 Regulations (14 CCR Section 18984.5(c)) for the Performance-Based Compliance Approach.

A. **Option 1: Hauler Route Review Contamination Monitoring by Jurisdiction or Its Designee**

1. **Methodology and Frequency**. Commencing on or before January 1, 2022, the Jurisdiction, or their third party designee, shall conduct Hauler Route reviews for Prohibited Container Contaminants in a manner that is deemed appropriate by the Jurisdiction; complies with 14 CCR Section 18984.5(b), Jurisdiction Code, and other Applicable Law; and results in all Hauler Routes being reviewed annually.

2. **Notices by Jurisdiction or Its Designee**.

   a. Option 1A: Written Notice: Upon finding Prohibited Container Contaminants in a Container, the Jurisdiction, or its designee, intends to notify the Generator by attaching or adhering a notice, courtesy pick-up notice, notice of assessment of a contamination Processing fee, and/or non-Collection notice to the Generator's Container(s), gate, or door; or, by mailing the notice to the Generator.

   b. Option 1B: Digital Notice: Upon finding Prohibited Container Contaminants in a Container, the Jurisdiction, or its designee, intends to notify the Generator by emailing, texting, or otherwise electronically messaging a digital courtesy pick-up notice, digital notice of assessment of a contamination Processing fee, and/or digital non-Collection notice to the Generator. The Jurisdiction shall notify the Contractor as soon as possible when a notice is sent, and provide a copy of the notice.

3. **Hauler Response to Notices**.

   a. Option 1: Action when Jurisdiction/designee Provides Courtesy Notices or Notices of Assessment of Contamination Processing Fees. When Jurisdiction, or its designee, identifies Containers with Prohibited Container Contaminants, Jurisdiction, or its designee, may attach or adhere courtesy pick-up notices or notices of assessment of a contamination Processing fee to the Generators' Containers, gates, or doors (or narrow these notice location options for more specificity) or send the notice by mail, email, text message, or other electronic message, with notification to the Contractor that such notification has been sent. In such case, Contractor is instructed to Collect the contaminated Source Separated Recyclable Materials or SSGCOW in these Containers and Transport the material to the appropriate Approved/Designated Facility for Processing of the Source Separated Recyclable Materials or SSGCOW. In cases when a courtesy notice is provided and Prohibited Container Contaminants are observed, Contractor may Collect the contaminated materials with Gray Container Waste/Mixed Waste and Transport the materials to the Approved/Designated Facility for Disposal/Processing.

b. Option 2: Action when Jurisdiction/designee Provides Non-Collection Notices. When Jurisdiction, or its designee, identifies Containers with Prohibited Container Contaminants, Jurisdiction, or its designee, may attach or adhere non-Collection notices to the Generators' Containers, gates, or doors (or narrow these notice location options for more specificity), or send the notice by mail, email, text message, or other electronic message, with notification to the Contractor that such notification has been sent. In such case, Contractor is instructed not to Collect the contaminated Containers.

4. **Record Keeping and Billing**. Jurisdiction, or its designee, will maintain records of the non-Collection notices, courtesy pick-up notices, and contamination Processing fee notices. Jurisdiction, or its designee, will provide a list of Customers with contamination Processing fee assessments on a monthly basis to Contractor for Contractor's inclusion of contamination Processing fees on Customer bills pursuant to Section 6.6. Guidance: Include the last sentence only if Contractor provides Customer billing services and Jurisdiction wishes to include contamination Processing fees, which are optional.

5. **Hauler Cooperation Required**. Contractor shall cooperate with all Hauler Route reviews or other contamination monitoring processes conducted by the Jurisdiction, or its designee. Contractor's cooperation may include, but is not limited to: providing data, equipment, revised Hauler Route sequencing or timing (as reasonably requested), and/or training necessary for Jurisdiction staff on Hauler Route safety and conduct of Container inspections. Upon Jurisdiction request for information or support, Contractor shall provide a response to Jurisdiction requests in a timely manner, not to exceed seven (7) days from receipt of the request.

B. **Option 2: Hauler Route Review Contamination Monitoring by Contractor**

1. **Methodology and Frequency**

Commencing on or before January 1, 2022, the Contractor shall, at its sole expense, conduct Hauler Route reviews for Prohibited Container Contaminants in Collection Containers in a manner that is deemed safe by the Contractor; is approved by the Jurisdiction; and, is conducted in a manner that results in all Hauler Routes being reviewed annually or more frequently.

The Contractor shall conduct Hauler Route reviews that include inspection of the contents of Customers' Collection Containers for Prohibited Container Contaminants in a manner such that a minimum of _____ percent (___%) of Containers on each and every Hauler Route are inspected annually. The Containers shall be randomly selected by (insert method if desired). Guidance: SB 1383 Regulations do not specify the number of Containers that must be inspected per Hauler Route. The option above provides an example of including more specificity for the number of Containers to be inspected based on a

percentage of the total number of Containers. Another option would be to use a similar structure to the waste evaluation study samples specified in Section 6.2.4 by establishing the required number of Containers inspected based on number of Generators per Hauler Route. Additionally, 14 CCR Section 18984.5(b) specifies that Containers may be randomly selected, but are not required to be. A Jurisdiction may choose to require random sampling for more accurate data and representative samples. If including this requirement, a Jurisdiction could additionally specify in the Agreement a method for the random sampling, such as using a random number generator prior to beginning the audit to select which Containers shall be inspected along the Hauler Route.

Contractor shall develop a Hauler Route review methodology to accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed Hauler Route review methodology for the coming year to the Jurisdiction no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each Hauler Route's annual review. Contractor's proposed Hauler Route review methodology shall include not only its plan for Container inspections, but may or shall also include its plan for prioritizing the inspection of Customers that are more likely to be out of compliance. (Guidance: Prioritizing inspection of Customers more likely out of compliance is included, but not required by SB 1383 Regulations [14 CCR Section 18995.1(b)]. Inclusion of this requirement is optional.) Jurisdiction and/or CalRecycle will review and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval.

If the Jurisdiction and/or CalRecycle notifies the Contractor that the methodology is inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor shall, at its sole expense, revise the methodology and, after obtaining Jurisdiction or CalRecycle approval, conduct additional Hauler Route reviews, increased Container inspections, or implement other changes using the revised procedure. If the Contractor's proposed methodology meets the requirements of 14 CCR Section 18984.5(b), but has been deemed inadequate by the Jurisdiction, the Contractor shall, at the expense of the Jurisdiction, revise the methodology and implement the necessary changes using the revised procedure.

The Jurisdiction's Contract Manager may request, and Contractor shall accept, modifications to the schedule to permit observation of the Hauler Route reviews by the Jurisdiction. In addition, Contractor shall provide an email notice to the Jurisdiction's Contract Manager no less than ten (10) Working Days prior to each scheduled Hauler Route review that includes the specific time(s), which shall be within the Jurisdiction's normal business hours, and location(s).

2. **Noticing of Generators with Contamination, Non-Collection, and Disposal of Materials**.

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Sections 6.2.1.C.

3. **Monthly Reporting Requirements**.

Contractor shall maintain records and report to the Jurisdiction monthly on contamination monitoring activities and actions taken, in accordance with Exhibit G.

C. **Option 3: Combination of Monitoring By Contractor and Jurisdiction or Third Party**

Guidance: The Jurisdiction may wish to use a hybrid approach in which responsibilities are delegated amongst multiple parties (e.g., Jurisdiction, Contractor, and/or third party). If this is the case, the Jurisdiction should modify the options above to specify the responsible party for each requirement. For example, the Jurisdiction may conduct the monitoring for Single-Family Customers and Contractor for Multi-Family and Commercial Customers.

6.2.4 Contamination Monitoring (Waste Evaluation Option)

Guidance: As described above in Section 6.2.3, two contamination monitoring options are provided under SB 1383 Regulations (14 CCR Section 18984.5), and example language for each is included in this Model Agreement. This Section 6.2.4 provides the option to use waste evaluations to meet the contamination monitoring requirements of 14 CCR Section 18984.5(c). For Jurisdictions using the Standard-Compliance Approach with a three-, three-plus-, or two-Container system, either of these approaches can be used.

Jurisdictions using the Performance-Based Compliance Approach are required to comply with the contamination minimization requirements through the waste evaluation option pursuant to 14 CCR Section 18984.5(c), as reflected in this Section 6.2.4.

Option 1: Waste Evaluation Monitoring by Jurisdiction or Third Party

A. **Sampling Method, Study Protocols**.

1. Option 1.A.1 – For Jurisdictions using the Standard-Compliance Approach: The Jurisdiction, or its designee, intends to conduct waste evaluations for Prohibited Container Contaminants though sampling of materials from all Container types serviced by the Jurisdiction's Collection program and shall do so at least twice per year and in two distinct seasons of the year in a manner that complies with the requirements of 14 CCR Section 18984.5(c).

2. Option 1.A.2 – For Jurisdictions using the Performance-Based Compliance

Approach: The Jurisdiction, or its designee, intends to conduct waste evaluations for Prohibited Container Contaminants though sampling of materials from all Container types serviced by the Jurisdiction's Collection program and shall do so at least twice per year for the Blue and Green Containers and once per quarter for the Gray Containers in a manner that complies with the requirements of 14 CCR Section 18984.5(c).

B. **Hauler Cooperation Required**. Contractor shall cooperate with all waste evaluations or other contamination monitoring processes conducted by the Jurisdiction, or its designee. Contractor's cooperation may include, but is not limited to: providing data, equipment, revised Hauler Route sequencing or timing, and/or training necessary for Jurisdiction staff on Hauler Route safety or sampling of Discarded Material from Containers. Contractor recognizes that the waste evaluations may conflict with normal working operations or Hauler Route times otherwise set out in this Agreement. Contractor shall make adjustments to its normal working operations or Hauler Route times as reasonably requested by the Jurisdiction and shall comply with the waste evaluation process, regardless of those impacts. Upon Jurisdiction request for information or support, Contractor shall provide a response to Jurisdiction requests in a timely manner, not to exceed _____ (__) days from receipt of the request.

Option 2: Waste Evaluation Monitoring by Contractor

A. **General**. Contractor shall, at its sole expense, conduct waste evaluations that comply with the requirements of this Section and meet the requirements of 14 CCR Section 18984.5(c). The Jurisdiction maintains the right to observe, or hire a third party to observe, the waste evaluations. Contractor shall, no later than January 15 of each calendar year, provide the Jurisdiction with a proposed waste evaluation methodology and a schedule of waste evaluations for the calendar year for review and approval by Jurisdiction. The Jurisdiction's Contract Manager may request and Contractor shall accept modifications to the schedule to permit observation by the Jurisdiction. In addition, Contractor shall provide an email notice to the Jurisdiction's Contract Manager no less than ten (10) Working Days prior to each scheduled waste evaluation that includes the specific time(s), which shall be within the Jurisdiction's normal business hours, and location(s) for the waste evaluation.

B. **Sampling Method, Study Protocols.** The Contractor shall conduct waste evaluations for Prohibited Container Contaminants by sampling the contents of Containers on Hauler Routes in the following manner:

1. Option 1A: For Jurisdictions using the Standard-Compliance Approach. The Contractor shall conduct waste evaluations at least twice per year and the studies shall occur in two distinct seasons of the year. Guidance: Add additional details to specify the timeline for the waste evaluations, if desired.

   OR,

   Option 1B: For Jurisdictions using the Performance-Based Compliance

Approach. The Contractor shall conduct waste evaluations at least twice per year for the Blue and Green Containers and at least once per quarter for the Gray Containers. Guidance: Add additional details to specify the timeline for the waste evaluations, if desired.

2. The Contractor's waste evaluations shall include samples of Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and Gray Container Waste. Guidance: 14 CCR 18984.5(c)(1)(C) requires samples of all Container types served by the Jurisdiction. Select and insert the relevant material/Container types for the Jurisdiction's Collection program above.

3. The waste evaluations shall include samples from each Container type served by the Contractor and shall include samples taken from different areas in the Jurisdiction that are representative of the Jurisdiction's waste stream. Guidance: Jurisdiction may expand this sentence to include a description of the specific areas or types of material streams that the Jurisdiction deems representative.

4. The waste evaluations shall include at least the following minimum number of samples from all the Hauler Routes included in the studies:

   a. For Hauler Routes with less than 1,500 Generators, the study shall include a minimum of 25 samples;

   b. For Hauler Routes with 1,500-3,999 Generators, the study shall include a minimum of 30 samples;

   c. For Hauler Routes with 4,000-6,999 Generators, the study shall include a minimum of 35 samples; and,

   d. For Hauler Routes with 7,000 or more Generators, the study shall include a minimum of 40 samples.

   Guidance: The SB 1383 Regulations do not specify details regarding how Hauler Routes are measured or classified. Jurisdiction may wish to insert additional specificity regarding route frequency or type (e.g., daily routes or weekly routes). For example, "For Hauler Routes with less than 1,500 Generators per week…".

5. The Contractor shall Transport all of the material Collected for sampling to a sorting area at an Approved/Designated Facility, where the presence of Prohibited Container Contaminants for each Container type shall be measured to determine the ratio of Prohibited Container Contaminants present in each material stream by weight. To determine the ratio of Prohibited Container Contaminants, the Contractor shall use the following protocol:

   a. The Contractor shall take one sample of at least a 200 pounds from the material Collected from each material stream for sampling. For example, Contractor shall take a 200-pound sample taken from the combined contents of the SSGCOW Container samples.

b. The 200-pound sample shall be randomly selected from different areas of the pile of Collected material for that material stream.

c. For each 200-pound sample, the Contractor shall remove any Prohibited Container Contaminants and determine the weight of Prohibited Container Contaminants.

d. The Contractor shall 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.

e. All weights shall be recorded in pounds.

f. The facility, scales, and weighing process used for the study shall meet the standards of Section E.4 of Exhibit E.

C. **Contamination Response**. If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Contractor shall:

1. Notify the Jurisdiction within fifteen (15) Working Days of the waste evaluation. Guidance: Jurisdictions implementing the Performance-Based Compliance Approach are required to notify CalRecycle within thirty (30) days of finding Gray Container samples that demonstrate Prohibited Container Contaminants in the Gray Container that exceed twenty-five percent (25%) of the measured sample by weight. Requiring the Contractor to notify the Jurisdiction in a timely manner may support the Jurisdiction in achieving this requirement.

2. Option 1: Within fifteen (15) Working Days of the waste evaluation, notify all Generators on the sampled Hauler Route of their requirement to properly separate materials into the appropriate Containers. The Contractor may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, email, or electronic message to the Generators. The format of the warning notice shall be approved by the Jurisdiction.

   OR

   Option 2: Within fifteen (15) Working Days of the waste evaluation, perform a targeted Hauler Route review of Containers on the Hauler Route sampled for waste evaluations to determine the sources of contamination and notify those Generators of their obligation to properly separate materials. The Contractor may provide this information to these Generators by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, e-mail, or electronic message to the applicable Generators. The format of the warning notice shall be approved by the Jurisdiction.

3. For Jurisdictions implementing the Performance-Based Compliance Approach.

Upon request, Contractor shall allow a representative of the Jurisdiction and/or CalRecycle to oversee its next scheduled quarterly sampling of the Gray Containers.

D. **Noticing of Generators with Contamination, Non-Collection, and Disposal of Materials**.

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 6.2.1.C, which include protocols for non-Collection and Disposal of contaminated materials.

E. **Material Exceptions (Performance-Based Compliance Approach Only)**.

Guidance: For the purpose of demonstrating compliance with SB 1383 Regulations (14 CCR Section 18998.1 – Requirements for Performance-Based Source Separated Collection Service), certain materials are not required to be measured as Organic Waste. Jurisdictions implementing the Performance-Based Compliance Approach may wish to include a list of these material exceptions in the franchise agreement, as specified by 14 CCR Section 18984.5(f).

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 when calculating the amount of Organic Waste present in the Gray Container Waste.

F. **Monthly Reporting Requirements**.

In accordance with Exhibit G, Contractor shall maintain records and report to the Jurisdiction on a monthly basis on contamination monitoring activities and actions taken.

Option 3: Combination of Monitoring by Contractor and Jurisdiction or Third Party

Guidance: Jurisdictions may wish to use a hybrid approach in which responsibilities are delegated amongst multiple parties (e.g., Jurisdiction, Contractor, or third party). If this is the case, the Jurisdiction should modify the options above to specify the responsible party for each requirement. For example, Jurisdiction may conduct the waste evaluations , and Contractor may be responsible for conducting the follow-up outreach in response to identification of Prohibited Container Contaminants in the waste evaluations.

6.3 EDUCATION AND OUTREACH

Guidance: Education requirements of SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 4) are not required for the Performance-Based Compliance Approach, except as it pertains to Edible Food Recovery. A Jurisdiction using the Performance-Based Compliance Approach may choose to conduct other education and outreach as a normal course of a successful program, but the regulations do not require such education and

outreach.

Option 1: Education Primarily by Jurisdiction or Third Party

Guidance: Option 1 assumes that the Jurisdiction or a third-party will be conducting education and outreach efforts, and minimal involvement is needed from the Contractor. Because a franchise agreement is intended to regulate the relationship of the hauler and the Jurisdiction, all education requirements in the SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 4) are not presented in this Section. Rather, this Section focuses on components of the education program that would require hauler involvement. If the Jurisdiction plans to conduct the education, they are responsible for understanding and fulfilling all education and outreach requirements of SB 1383 Regulations, regardless of whether or not they are included in this Model Agreement. Option 2 for hauler-conducted education includes more detailed requirements if the Jurisdiction wishes to delegate some or all of these responsibilities to their hauler.

A. **Program Objectives**. The Jurisdiction shall be responsible for designing, implementing, and conducting a public education and outreach program. The Jurisdiction's public education and outreach strategy shall focus on improving Generator understanding of the benefits of and opportunities for source reduction, Reuse, and Landfill Disposal reduction and supporting compliance with Applicable Laws and regulations, including, but not limited to SB 1383 and SB 1383 regulations. In general, Jurisdiction-provided public education and outreach aims to: (i) inform Generators 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 (if applicable); (ii) instruct Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection, with specific focus on minimizing contamination of Source Separated Recyclable Materials and SSGCOW; (iii) clearly define Excluded Waste and educate Generators about the hazards of such materials and their opportunities for proper handling; (iv) discourage Generators from buying products if the product and its packaging are not readily Reusable, Recyclable, or compostable; (v) inform Generators subject to Food Recovery requirements under SB 1383 Regulations of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encourage the use of Compost; and, (vii) encourage Generators to purchase products/packaging made with Recycled-content materials. The cumulative intended effect of these efforts is to reduce each Generator's Solid Waste and, ultimately, Disposal of Solid Waste, and Contractor agrees to support and not undermine or interfere with such efforts.

B. **Contractor Cooperation and/or Support for Jurisdiction or Third Party Educational Efforts**. Contractor acknowledges that they are 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 Contract Manager on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns. The Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation,

expansion, or operation of public education and outreach programs or campaigns conducted by the Jurisdiction or their designee.

Contractor shall obtain approval from the Contract Manager on all Contractor-provided public education materials outside of the Jurisdiction's education plan, including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release. Jurisdiction shall have the right to request that Contractor include Jurisdiction identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld.

C. **Content and Production Requirements**. The Jurisdiction will be responsible, in its sole discretion and subject to budgetary constraints, to prepare all public education materials, in accordance with the requirements of 14 CCR, Division 7, Chapter 12, Article 4, and may request that they be reviewed by Contractor prior to production. Contractor shall review and comment on the materials within two (2) weeks of request from the Jurisdiction.

D. **Bill Inserts**. Contractor agrees to insert and distribute brochures, newsletters, or other information developed by the Jurisdiction as inserts in Contractor's Customer invoices at no additional charge to the Jurisdiction. Bill inserts shall be designed and produced by the Jurisdiction with review and comment by Contractor, and final approval by the Jurisdiction. Upon Jurisdiction request, Contractor shall be responsible for printing the bill inserts. For Customers receiving electronic bills, Contractor agrees to distribute brochures, newsletters, or other information developed by the Jurisdiction as attachments to Customer invoices at no additional charge to the Jurisdiction. Contractor shall provide electronic bill inserts (or separate email attachments) to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. Electronic bill inserts/attachments must be readily available for the Customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon Jurisdiction's request for such inserts, Contractor shall comply with such request during its next billing cycle for the targeted Customer group. Contractor shall perform this service with no additional requirement for compensation.

Option 2: Education by Contractor

Guidance: The following Section describes education and outreach requirements for the Contractor if the Jurisdiction is delegating these activities to the Contractor. If any differences exist in the Jurisdiction's education requirements for Single-Family, Multi-Family, and Commercial Customers, modify this Section as needed to specify those differences.

A. **General**. In order to promote public education, Contractor shall create all public education materials and conduct education programs and activities described in this Section at its expense.

B. **Program Objectives**. Contractor's public education and outreach strategy shall focus on improving Generators' understanding of the benefits of and opportunities for source

reduction, Reuse, and Landfill Disposal reduction. In general, Contractor-provided public education and outreach, which shall include all content required by this Section 6.3, should: (i) inform Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, Reuse, and reduction of Solid Waste Disposal; (ii) instruct Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection with specific focus on minimizing contamination of Source Separated Recyclable Materials and SSGCOW; (iii) clearly define Excluded Waste and educate Generators about the hazards of such materials and their opportunities for proper handling; (iv) discourage Generators from buying products if the product and its packaging are not readily reusable, recyclable, or compostable; (v) inform Generators subject to Food Recovery requirements under SB 1383 Regulations of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encourage the use of Compost; and, (vii) encourage Generators to purchase products/packaging made with Recycled-content materials. The cumulative intended effect of these efforts is to reduce each Generator's reliance on Contractor-provided Gray Container Waste/Mixed Waste service and, ultimately, Disposal, and Contractor agrees to support and not undermine or interfere with such efforts

C. **Contractor Cooperation and/or Support for Jurisdiction Educational Efforts.** Contractor acknowledges that they are part of a multi-party effort to operate and educate the public about the integrated waste management system. Contractor shall cooperate and coordinate with the Jurisdiction Contract Manager on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns.

Contractor shall obtain approval from the Contract Manager on all Contractor-provided public education materials including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release. Jurisdiction shall have the right to request that Contractor include Jurisdiction identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld. The Jurisdiction reserves the right to direct the Contractor to modify the education and outreach program at any time.

D. **Annual Education Plan.** Annually, Contractor shall develop and submit an annual public education plan to promote the programs performed by Contractor under this Agreement. The annual public education plan shall present the education activities for the upcoming calendar year and shall be submitted with the Contractor's annual report in accordance with Exhibit G. Each public education plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public education materials to be developed or updated, opportunities for expanded partnerships, a timeline for implementation, and an itemized description of how Contractor's annual public education budget (described in Section 6.3.E) will be spent. The Jurisdiction Contract Manager shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without approval of the

Jurisdiction Contract Manager. Each plan's implementation success shall be measured according to the deadlines identified and products developed. Contractor shall meet with the Jurisdiction Contract Manager to present and discuss the plan. Jurisdiction Contract Manager shall be allowed up to thirty (30) days after receipt to review and request modifications. The Jurisdiction Contract Manager may request, and Contractor shall not unreasonably deny, modifications to be completed prior to approving the plan. Contractor shall have up to fifteen (15) Business Days to revise the plan in response to any requested changes by the Jurisdiction Contract Manager. Any further delays may result in Liquidated Damages for failure to perform education and outreach activities as identified in Exhibit F. Each Business Day that the plan is late shall count as a single event/activity.

E. **Annual Budget.** In addition to staffing expenses, Contractor shall spend, for the public education and outreach services described in this Section 6.3, no less than _____ ($_____) in Rate Period One. The Rate Period One budget shall be adjusted annually thereafter by the same percentage used to adjust Rates pursuant to Article 10. Annually, Contractor shall provide to the Jurisdiction Contract Manager, for review and approval, a detailed description of how such budget will be spent as part of the annual public education plan to be developed in accordance with Section 6.3.D. At the conclusion of each Rate Period, any unused funds shall be transferred to the Jurisdiction. Contractor shall be prohibited from expending such funds without the prior written approval of the Jurisdiction Contract Manager. Any expenditures not approved by the Jurisdiction in advance shall neither be counted in Contractor's annual public education and outreach budget, nor be recovered through Rates.

F. **Education Requirements during Program Implementation/Roll-Out.**

Guidance: The Jurisdiction may wish to have certain education requirements during the implementation and transition phase of any new programs created for compliance with SB 1383 Regulations that differ from on-going or annual education requirements. For example, an additional education campaign could be launched during the implementation phase of new SSGCOW Collection programs, but not required for the full duration of the contract.

Beginning on the Effective Date of this Agreement and through insert timeframe, Contractor shall conduct an education campaign focused on informing Customers of the Collection program changes that will commence on insert timeframe. At a minimum, Contractor shall perform the activities listed below and shall perform these services in a manner that complies with requirements of this Section 6.3 and 14 CCR, Division 7, Chapter 12, Article 4.

1. Prepare and distribute an initial mailer to all Customers explaining the change from the existing hauler to the new Contractor (if applicable), changes from the existing Collection programs to new programs, Hauler Route changes, dates of program implementation, Recycling and Landfill Disposal reduction programs available, special services available, holiday Collection schedules, proper handling and disposal of Household Hazardous Waste, Contractor's contact

information, and any additional education and outreach information specified in 14 CCR, Division 7, Chapter 12, Article 4. The initial mailer shall be printed and mailed or hand delivered to Customers, and shall also be made available in an electronic format through the Contractor's website. Contractor may provide a Customer with an electronic version of the initial mailer, rather than a printed version, if specifically requested by the Customer.

2. Prepare a "how-to" flyer describing how to prepare Source Separated Recyclable Materials, SSGCOW, Gray Container Waste, and Mixed Waste for Collection and describe the acceptable materials that can be included in the Blue and Green Containers, as well as non-allowable materials. The flyer should emphasize any new types of Source Separated Recyclable Materials to be included in Blue Containers and the new Food Waste Collection program. Prepare separate flyers for Single-Family, Multi-Family, and Commercial Customers addressing their unique service conditions. The flyers shall be printed and distributed to each Customer, as well as made available in an electronic format through the Contractor's website. The Contractor shall provide a sufficient number of flyers to each Multi-Family property manager for their distribution to each tenant unit. Contractor may provide a Customer with an electronic version of the flyer rather than a printed version, if specifically requested by the Customer.

3. Prepare printed signage and posters describing Collection programs and distribute to Multi-Family property managers and Commercial Customers for on-site use.

4. Prepare an instructional packet identifying key transition dates and verifying the Customer's specific current Service Level, which shall be printed and distributed to each Customer and made available in an electronic format on the Contractor's website. Contractor may provide an electronic version of the instructional packet rather than a printed version, if requested by the Customer.

5. Prepare and distribute public service announcements (PSA) for local newspapers.

6. Meet with up to four (4) business associations (such as the Chamber of Commerce, Rotary Club, and other similar organizations) in separate venues to: educate Commercial Businesses on the Collection programs, State requirements (including SB 1383 and SB 1383 Regulatory requirements) for the Jurisdiction and Generators; answer questions; and, provide service and Rate information.

7. All education material designed and/or distributed by the Contractor shall be submitted to the Jurisdiction Contract Manager for approval prior to distribution or posting on the Contractor's website.

G. **Annual and/or Ongoing Education Requirements.**

Guidance: This Section is written to present annual education efforts. If the Jurisdiction is complying with the Performance-Based Compliance Approach, the Jurisdiction may

provide education and outreach material every other year, rather than annually. If so, the Jurisdiction may consider adjusting some or all of the annual education options to every other year.

1. **Specific Annual Educational Activities**

Guidance: SB 1383 Regulations do not specifically require the education materials listed below. These are optional provisions that the Jurisdiction may choose to include in their franchise agreement. A few examples are included below for illustrative purposes only. If there are any differences in material distribution (such as content type or frequency) between Single-Family, Multi-Family, and Commercial Customers, those may be specified in this subsection.

a. Annual Notice of Requirements. Not less than once per year during each Rate Year, Contractor shall prepare and distribute to each Generator in the Jurisdiction a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Contractor to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor's website. Guidance: This requirement focuses on delivery of a notice to all Generators not simply to Contractor's Customers. SB 1383 Regulations (14 CCR Section 18985.1(a)) require annual provision of education information to all Generators. Jurisdictions may choose to have their Contractor provide the information through this annual notice provision. If not, Jurisdictions that provide the annual education through another means should delete this subsection (a).

b. Billing Inserts. Upon Jurisdiction request, Contractor agrees to insert and distribute brochures, newsletters, or other information developed by the Jurisdiction as inserts in Contractor's Customer invoices at no additional charge to the Jurisdiction. Upon Jurisdiction request, Contractor shall be responsible for printing the bill inserts. For Customers receiving electronic bills, Contractor agrees to distribute brochures, newsletters, or other information developed by the Jurisdiction as attachments to Customer invoices at no additional charge to the Jurisdiction. Contractor shall provide electronic bill inserts (or separate email attachments) to Customers who are billed electronically, and paper bill inserts to Customers who receive paper bills. Electronic bill inserts/attachments must be readily available for the Customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon Jurisdiction request for such inserts, Contractor shall comply with such request during its next billing cycle for the targeted Customer group. Contractor shall perform this service with no additional requirement for compensation.

c. Multi-Family and Commercial Customer Signage. Contractor shall provide all Multi-Family and Commercial Customers with Source Separated

Recyclable Materials, SSGCOW, and Gray Container Waste or Mixed Waste program guidelines, including posters to be placed in Collection areas and enclosures and other community areas at each Premises or building where Discarded Materials are stored.

d. Minimum Website Requirements. Contractor shall develop and maintain a website (with a unique URL specific to the Jurisdiction) that is specifically dedicated to the Jurisdiction to provide Generators with detailed service information. The website or webpage shall be accessible by the public, and shall include all education and outreach materials being provided, without requirement for login. Contractor shall update the website regularly so that information provided is current.

e. Instructional Service Guide. On or before January 1, 20XX, Contractor shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays and a Customer service phone number. On or before January 1, 20XX, the service guide shall be printed and delivered with each set of Containers distributed to a Generator and shall be delivered annually to all Generators. Contractor shall prepare different service guides for Single-Family, Multi-Family, Commercial Generators, and Commercial Edible Food Generators. Contractor shall, at its sole expense, revise, re-print, and redistribute service guides once every _____ (__) years or at least _____ (__) days prior to a change in the accepted or prohibited materials for any program. Contract shall make the service guide available in an electronic format through the Contractor's website. Contractor may provide an electronic version of the instructional service guide rather than a printed version, if requested by the Customer.

f. Annual Multi-Family Dwelling Unit Notices. Prior to the Commencement Date of this Agreement, Contractor shall obtain and track in its Customer information system(s) the number and addresses of dwelling units at each Multi-Family Premises serviced by Contractor. Contractor shall maintain this database by auditing the data at least once every _____ (__) years. At least annually, commencing no later than January 1, 2022, Contractor shall prepare and distribute notices to each Multi-Family Dwelling Unit at Multi-Family Premises serviced by Contractor. The annual notices shall be a minimum of _____ (__) pages (which may include the front and back of a single printed sheet), and shall include information on regulations governing Discarded Materials, Hazardous Waste, and toxic waste; Jurisdiction and State requirements to properly separate Discarded Materials (such as requirements of the Jurisdiction Code and of State statutes and corresponding regulations, including, but not limited to, AB 341, AB 1826, and SB 1383); instructions on properly separating materials; waste prevention; services available; and any other information required by the Jurisdiction or by State regulations (including SB 1383 Regulatory

requirements for education, pursuant to 14 CCR, Division 7, Chapter 12, Article 4). As an alternative, Contractor may comply with these requirements through preparation and distribution of an annual newsletter distributed to each Multi-Family Dwelling Unit that provides the same information. Contractor shall make notices and newsletters available in an electronic format through the Contractor's website. Contractor may provide an electronic version of the notices rather than a printed version, if requested by the Customer.

g. Provision of Educational Materials to Non-Compliant Entities. Contractor shall provide educational materials to non-compliant entities under this Agreement, as further described in Section 6.9.

h. Education Materials for Property and Business Owners and Tenants

Contractor shall annually provide Property Owners and Commercial Business owners with public education materials for their distribution to all employees, contractors, tenants, and Customers of the properties and businesses. The Contractor's public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials, and shall reflect content requirements described in Section 6.3.H below. Contractor shall provide the following materials for this purpose: insert materials (such as, but not limited to, welcome packets, flyers, and signs). A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirement of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial Business or Multi-Family Property Owner may request delivery of materials by contacting the Contractor's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

i. Education Requirements for Commercial Edible Food Generators

i. On or before February 1, 2022 or insert earlier date if desired, the Contractor shall develop a list of Food Recovery Organizations and Food Recovery Services operating within the Jurisdiction, maintain the list on the Contractor's Jurisdiction-specific website, share the list with the Jurisdiction if the Jurisdiction wants to post the list on additional Jurisdiction websites, and update the list annually. The list shall include, at a minimum, the following information about each Food Recovery Organization and each Food Recovery Service:

- Name and physical address;
- Contact information;

- Collection service area; and,
- An indication of types of Edible Food the Food Recovery Service or Food Recovery Organization can accept for Food Recovery.

ii. At least annually, the Contractor shall provide Commercial Edible Food Generators with the following information:

- Information about the Jurisdiction's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- 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; and,
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

iii. The Contractor may provide the information required by subsection ii above by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to Commercial Businesses.

H. **Minimum Content Requirements**. Prior to February 1, 2022; or earlier date, if desired, and annually thereafter, the Contractor shall include the following education and outreach content to Customers by incorporation of this content into the public education materials described in Section 6.3.G.

1. Collection system description

a. Option 1: For a three-, three-plus, or two-Container system: Information on the Generator's requirements to properly separate Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and Gray Container Waste and place such materials in appropriate Containers pursuant to this Agreement, SB 1383 Regulations, and all other Applicable Law.

b. Option 2: For a one-Container system: Information indicating that the Organic Waste Collected in the Gray Containers is being Processed and recovered at an Approved/Designated High Diversion Organic Waste Processing Facility.

2. Information on methods for the prevention of Source Separated Recyclable Materials and SSGCOW generation; managing SSGCOW on Generator's Premises through composting or other Landfill Disposal reduction activities allowed under 14 CCR Sections 18983.1 and 18983.2; sending SSGCOW to Community Composting operations; and any other local requirements regarding

Discarded Materials.

3. Information regarding the methane reduction benefits of reducing the Disposal of SSGCOW, and the method(s) that the Contractor uses to recover SSGCOW.

4. Information regarding how to recover Source Separated Recyclable Materials, SSBCOW, and SSGCOW, and a list of haulers approved by the Jurisdiction.

5. Information related to the public health and safety and environmental impacts associated with the Disposal of SSGCOW and SSBCOW.

6. Information regarding programs for donation of Edible Food;

7. For Commercial Customers, information about the Jurisdiction's Edible Food Recovery Collection program; Tier One Commercial Edible Food Generators and Tier Two Edible Food Generators requirements specified in 14 CCR, Division 7, Chapter 12, Article 10; 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; and, information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

8. Information regarding Self-Hauling requirements. Guidance: Include if Jurisdiction allows Generators to Self-Haul Source Separated Recyclable Materials, SSBCOW, and/or SSGCOW.

9. Any other federal, State, or local requirements to properly separate Discarded Materials or other necessary actions by Generators, including applicable requirements of the Jurisdiction Code, AB 341, AB 1826, and SB 1383 and corresponding regulations.

I. Material Distribution Methods

Contractor shall use the following methods to provide education information to Customers. All materials are to be approved by the Jurisdiction prior to distribution. Guidance: Under SB 1383 Regulations (14 CCR Section 18985.1(c)), education materials can be provided through print and/or electronic media, as provided below. Jurisdictions may select one or both options.

1. **Printed materials**. Contractor shall provide printed education materials as described in Sections 6.3.F and 6.3.G. The Contractor shall be responsible for the design, printing, and distribution of these materials. All Contractor-printed public education materials shall, at a minimum, use recycled paper and/or be made of recycled material. The Contractor will use 100% post-consumer paper, and procure printed materials from local businesses.

2. **Electronic materials and website content**. Contractor shall provide electronic and website content for education and outreach materials, which may include,

but are not limited to: digital graphics, digital versions of print materials, social media posts, and blog posts. The Contractor shall be responsible for the design, posting, and electronic distribution of these materials.

J. Non-English Language Requirements

Guidance: SB 1383 Regulations (14 CCR Section 18985.1(e)) require Jurisdictions, consistent with Section 7295 of the Government Code, to translate educational materials required by the regulations into any non-English language spoken by a substantial number of the public provided Collection service by the Jurisdiction. Example provisions are provided below for that purpose.

Option 1:

The Contractor shall make all public education and outreach materials required by this Section available in English and insert language(s).

Option 2:

Guidance: In addition to including the provision in Option 1 above, Jurisdiction may consider adding an additional provision to leave flexibility for the addition of languages in the future.

Upon Jurisdiction request, Contractor shall provide materials in additional languages beyond those specified in this Section in response to shifting demographics within the Jurisdiction; updates to State requirements or Applicable Law; or, any other reason deemed appropriate by the Jurisdiction.

K. Record Keeping and Reporting Requirements

Guidance: While Contractors are not directly required to maintain education and outreach records under SB 1383 Regulations, Jurisdictions, if using a designee, must include a copy of all education and outreach materials distributed by their designee in the implementation record required by SB 1383 Regulations (14 CCR Section 18985.3). Thus, including requirements in the franchise agreement for the Contractor to maintain records of any education activities delegated to the Contractor supports the Jurisdiction in reaching compliance.

Contractor shall comply with the public education and outreach record keeping and reporting requirements of Exhibit G.

L. Personnel

Guidance: Jurisdiction may want to designate certain personnel or personnel training requirements for Contractor-conducted education and outreach. Two examples are provided below.

1. Option 1: Public Education Outreach Coordinators

The Contractor shall designate at a minimum _____ (__) staff member(s) to serve as Outreach Coordinators. The duties of the Outreach Coordinator(s) shall be focused on public education, community outreach, Commercial and Multi-Family site visits, and technical assistance. The Outreach Coordinator(s) shall educate Customers and Customers' employees on the importance of Recycling, Food Recovery, resource recovery, Landfill Disposal reduction, as well as all State, federal, County, local, and Jurisdiction mandates, including SB 1383 and SB 1383 Regulations; and shall work with Customers to implement services, increase participation in Source Separated Recyclable Materials and SSGCOW Collection programs, and reduce contamination. The Outreach Coordinator(s) shall identify potential organizations and partners involved with Food Recovery and resource recovery. The Outreach Coordinator(s) shall be responsible for implementing the education plans and programs specified in this Section. Guidance: Insert other requirements in Jurisdiction's current franchise agreement, subject to review and revision as needed, or use provisions resulting from negotiations with their service provider, as needed for specific local programs.

2. Option 2: Staff Training

Annually, and upon hiring of new staff, the Contractor is required to conduct thorough training of all Customer service representatives who may respond to Generator calls regarding Contractor's Collection services and SB 1383 Regulatory requirements. Customer service representatives shall accurately communicate program requirements and the accepted and prohibited materials for each material stream for each Customer type. New Customer service representatives shall not be assigned to the Jurisdiction prior to completing SB 1383 Regulations training. The Jurisdiction reserves the right to require changes to the call routing process and the training and qualifications for Customer service representatives assigned to the Jurisdiction if a pattern of inaccurate information provision is observed.

Annually, and upon hiring of new staff, Contractor shall conduct thorough training of all Hauler Route personnel that come into contact with Generators on the Collection program requirements and the accepted and prohibited materials for each material stream for each Customer type.

3. Option 3: Combination of Education by Contractor and Jurisdiction or Third Party

Guidance: The Jurisdiction may wish to use a hybrid approach in which responsibilities are delegated amongst multiple parties (e.g., Jurisdiction, Contractor, and/or third party). If this is the case, modify the options above to specify the responsible party for each requirement. For example, the Jurisdiction may be responsible for designing and creating the educational materials, while the Contractor may be responsible for printing and distributing the materials.

6.4 TECHNICAL ASSISTANCE PROGRAM

Guidance: Under SB 1383 Regulations (14 CCR Section 18985.1(c)), Jurisdictions may, but are not required to, provide direct outreach or technical assistance service for Generators or Customers. The following contract provisions are provided as examples only. Jurisdictions can choose whether or not to include some of these provisions.

Option 1: Technical Assistance by Contractor

A. **Organizing and Conducting Direct Generator Outreach.**

Guidance: The following options demonstrate examples of potential approaches to technical assistance for SB 1383 Regulatory programs, and are used for illustrative purposes only. A Jurisdiction may use a combination of the following options, or create their own program description.

1. Option 1a: Site Visits and Waste Assessments

At least _____ (__) days prior to the Commencement Date, Contractor will provide an outreach and technical assistance plan to Jurisdiction for approval identifying the site visit schedule for which to send a Contractor representative to visit each Multi-Family and Commercial Generator's Premises for the purpose of assessing how much Source Separated Recyclable Materials and SSGCOW is being Disposed; assessing the Source Separated Recyclable Materials and SSGCOW Collection Service Levels needed to meet the requirements of SB 1383 Regulations; and encouraging all Generators to establish Source Separated Recyclable Materials and SSGCOW Collection service in advance of January 1, 2022 or insert earlier date when mandatory service is required. Contractor shall also notify Customers of opportunities to reduce costs by enrolling in Source Separated Recyclable Materials and SSGCOW Collection service and reducing Gray Container Waste/Mixed Waste Collection service. Contractor shall contact Multi-Family and Commercial Customers and provide site visits according to the Jurisdiction-approved schedule. Contractor will also provide a site visit to any Multi-Family and Commercial Generator that requests a site visit, even if it is ahead of schedule.

Guidance: If the Jurisdiction wishes to require additional follow-up beyond the initial site visit, the following paragraph provides one example of how that may be structured.

Beginning January 1, 20XX, and annually thereafter, Contractor representative shall follow up with Multi-Family and Commercial Generators who are required to participate in Source Separated Recyclable Materials and SSGCOW Collection service under Applicable Law, including but not limited to AB 341, AB 1826, and SB 1383 and corresponding regulations. The Contractor shall ensure that these Generators are participating in the Source Separated Recyclable Materials and SSGCOW Collection Service. If the Generator is not in compliance or not participating, the Contractor representative shall assist the Customers with

selecting appropriate Containers and Container sizing, identify acceptable Discarded Materials Collection services as set forth in the Agreement, and attempt to resolve any logistical barriers to providing Source Separated Recyclable Materials and SSGCOW Collection service. Contractor shall provide ongoing, on-site training for Commercial Generators' staff, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and Multi-Family Customers' staff, including but not limited to: the Property Manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Discarded Materials.

For each on-site waste assessment conducted by Contractor, Contractor shall include documentation of the items listed below. Jurisdiction reserves the right to request Contractor's documentation of additional information, and shall authorize the format for required information. Guidance: Jurisdictions may want to amend the list below to address their own interests and preferences.

a. Pictures of material in all Containers;
b. Characteristics of the property, business, and Generator type;
c. Written recommendations for the appropriate Service Level for each material type;
d. Provision of outreach and education materials appropriate to the Generator type;
e. Determination of signage placement;
f. Determination of any on-going training needs;
g. Determination of any access needs;
h. Documentation of any special service needs (such as, but not limited to, seasonal Collection service, automated on-call compactor, etc.); and,
i. Documentation of records of communications with the Generator.

2. Option 1b: SB 1383 Regulations Assessment

Guidance: Option 1b may be helpful for a Jurisdiction that needs to amend an existing contract that already has a technical assistance section, but wants to additionally establish SB 1383 Regulation-specific assessments.

Beginning month day, 20XX and no later than month day, 20XX, the Contractor shall conduct an SB 1383 Regulations assessment for each Multi-Family and Commercial Generator within the Contractor's Collection service area. Thereafter, Contractor shall conduct an assessment for each new Multi-Family and Commercial Generator within the Contractor's Collection service area to evaluate Generator's compliance with SB 1383 Regulations. The assessment shall identify requirements for the regulated entity under SB 1383 Regulations (including, but not limited to, specific requirements for Commercial Edible Food Generators) and assess the current level of compliance with those requirements. All existing Source Separated Recyclable Materials and SSGCOW Disposal reduction programs shall be noted and quantified in the assessment

documentation. The Contractor shall identify opportunities for reduced Disposal of Source Separated Recyclable Materials and SSGCOW, including source reduction and Edible Food Recovery.

Beginning January 1, 20XX, and annually thereafter, Contractor representative shall follow up with all or _____ percent (___%) of non-waived Generators required to enroll in Collection service pursuant to Jurisdiction Code Section ____. The Contractor shall ensure that these Generators are participating in Source Separated Recyclable Materials and SSGCOW Collection Service. If the Generator is not in compliance or not participating, the Contractor's representative shall attempt to resolve any logistical barriers to compliance with Jurisdiction's Collection service requirements and assist the Customers with selecting appropriate Service Levels for Discarded Materials. Contractor shall provide ongoing, on-site training for: (i) Commercial Generators' staff regarding SB 1383 Regulatory requirements, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and, (ii) Multi-Family Customers' staff, including, but not limited to: the Property Manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Discarded Materials.

3. Option 1c: Workshops, Meetings, and Events

Contractor shall, at its sole expense, participate in and/or plan, organize, and conduct direct Generator outreach, including, but not limited to: workshops, community events, and meetings to support Generator compliance with the Source Separated Recyclable Materials and SSGCOW separation and Collection program participation requirements under this Agreement, Jurisdiction Code Section _____, and other local and State statutes and corresponding regulations, including, but not limited to, AB 341, AB 1826, and SB 1383.

Contractor shall host at least ___ (_) technical assistance workshops per calendar year. The workshops shall be open to all residents in the Jurisdiction, and the Contractor shall publish the time and location of the workshop no later than __ (_) days prior to the workshop through insert publication method(s), such as publication on the Contractor's website, email newsletter, printed flyers delivered on Hauler Routes, etc. The structure and content of these workshops shall be designed by the Contractor, and submitted at least __ (_) days prior to the date of the workshop for Jurisdiction approval. At least __ (_) of the required technical assistance workshops shall be focused on the requirements of SB 1383 Regulations and any local program or service changes as a result of the regulations.

Contractor shall attend _____ (_) Jurisdiction-held events per calendar year. Contractor shall provide at least _____ (_) staff member(s) to set up a table with educational information and be available on-site to answer technical questions from residents, inform residents of upcoming workshops, and/or schedule meetings, upon request, with individual Generators.

By request of a Generator or the Jurisdiction, Contractor shall schedule and conduct an in-person or phone meeting with the Generator to discuss and assess their service needs and compliance with existing and/ or upcoming programs and Applicable Law. The Contractor shall provide additional technical assistance as needed, which may include, but is not limited to site visits and waste assessments. The Contractor shall follow up with the Generator in person or by phone no later than ____ (_) days after the initial meeting to assess the Generator's compliance with existing and upcoming programs under this Agreement and Applicable Law.

B. **Record Keeping and Reporting Requirements**. Contractor shall maintain records of all technical assistance activities and educational materials conducted pursuant to this Section and submit reports to the Jurisdiction in accordance with Exhibit G.

Option 2: Technical Assistance by Jurisdiction or Third Party

A. **Organizing and Conducting Direct Generator Outreach**. The Jurisdiction and/or its third party designee shall be responsible for designing and conducting a technical assistance program for Generators, including organizing and conducting workshops; community meetings; site visits; waste assessments; and assessments to measure Generator compliance with State statutes and corresponding regulations, including AB 341, AB 1826, and SB 1383.

B. **Contractor Cooperation and/or Support for Technical Assistance Efforts**. The Contractor shall cooperate with and support the technical assistance efforts conducted by the Jurisdiction. Upon request, the Contractor shall provide any relevant data or information to the Jurisdiction that is needed for the design, implementation, or on-going performance of the technical assistance program. Contractor shall respond to any request for information from the Jurisdiction in a timely manner, not to exceed ____ (_) days after receipt of the request.

Based on the results of technical assistance efforts, the Jurisdiction may recommend and request a change in Service Level for certain Customers. Within ___ (_) Business Days of Contractor's receipt for a request from Customer for a Service Level change, Contractor shall adjust the Customer's Service Level by providing any Green, Blue, Brown, or Gray Containers needed for the change in Service Level, removing unneeded Containers, and revising the Customer's Service Level in Contractor's billing system to reflect the monthly Rate for the new Service Level. At the time new Containers are delivered or existing Containers are removed, Contractor shall confirm that all Containers are properly labeled and meet the specifications of Section 7.5.

C. **Record Keeping and Reporting Requirements.** The Jurisdiction shall be responsible for record keeping and reporting requirements for the technical assistance program. Upon request, the Contractor shall provide any relevant data or information to the Jurisdiction that is needed for the completion of record keeping and/or reporting requirements. Contractor shall respond to any request for information from the

Jurisdiction in a timely manner, not to exceed _____ (_) days after receipt of the request.

Option 3 – Combination of Option 1 and 2

Guidance: The Jurisdiction may wish to use a hybrid approach in which responsibilities are delegated amongst multiple parties (e.g., Jurisdiction, Contractor, or third party). If this is the case, Jurisdiction can modify the options above to specify the responsible party for each requirement. For example, the Contractor may be responsible for conducting site visits and waste assessments, while the Jurisdiction may be responsible for contacting Customers and conducting follow up communications.

6.5 FOOD RECOVERY PROGRAM SUPPORT

Guidance: SB 1383 Regulations do not place any requirements on haulers to provide or support Food Recovery programs; and, while there are some recent examples, haulers have not historically provided support for Food Recovery programs through franchise agreements. Jurisdictions may, at their option, choose to require the Contractor be engaged in supporting Food Recovery programs in some capacity. If the Jurisdiction is interested in doing so, several potential options are presented for consideration based on examples from franchise agreements recently negotiated in California. Jurisdictions may select one or more of the following options, or create their own provisions. Other strategies are being developed across the State as Jurisdictions design programs for SB 1383 Regulatory compliance. There may be other opportunities for Food Recovery program support that are more relevant to your Jurisdiction. Consulting with local Food Recovery Organizations and Food Recovery Services is encouraged and recommended prior to deciding, what, if any, Food Recovery provisions to include in the scope of the franchise agreement.

Note that a separate Model Food Recovery Agreement has been prepared for use by Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services, as referenced in the Guidance Document accompanying the Model Franchise Agreement.

A. Option 1: Hauler Cooperation and Non-Interference with Food Recovery Efforts by Others

Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Food Recovery efforts in the Jurisdiction.

B. Option 2: Hauler Involvement in Food Recovery Efforts

1. Option 2a: Hauler Education

Contractor shall create and provide educational outreach material for Tier One and Tier Two Commercial Edible Food Generators in accordance with Section 6.3.G.1.i.

2. Option 2b: Hauler Edible Food Collection Service

Upon request, Contractor shall provide Collection service, or partner with others to provide Collection service, for Edible Food to all Customers that are Tier One Commercial Edible Food Generators, commencing no later than January 1, 2022, and Tier Two Commercial Edible Food Generators, commencing no later than January 1, 2024, in coordination with a Jurisdiction-directed Food Recovery program. Contractor shall partner with appropriate local Food Recovery Organizations and/or Food Recovery Services for the redistribution of Edible Food. Pursuant to Exhibit G, Tonnage estimates of Edible Food recovered through these efforts shall be reported in the Contractor's monthly, quarterly, and/or annual reports.

3. Option 2c: Hauler Support with Assessing Capacity Needs

Contractor shall perform quarterly or other frequency examinations of Hauler Routes to identify Commercial Customers that generate Edible Food and estimate the potential quantities of Edible Food that may be recovered and report findings to the Jurisdiction and Food Recovery Organizations and Food Recovery Services insert frequency, such as: monthly, quarterly, annually, etc., pursuant to Exhibit G.

4. Option 2d: Hauler Identification of Tier One and Tier Two Commercial Edible Food Generators

No later than January 1, 2022, Contractor shall identify all Commercial Customers that meet the definition of Tier One and Tier Two Commercial Edible Food Generators and provide a list of such Customers to the Jurisdiction, which shall include: Customer name; service address; contact information; Tier One or Tier Two classification; and, type of business (as it relates to the Tier One and Tier Two Commercial Edible Food Generator definitions). Contractor shall update the list and provide it to the Jurisdiction annually in accordance with Exhibit G.

C. Option 3: Hauler Annual Financial Contribution

1. Option 3a: Payment to Jurisdiction

The Contractor shall provide an annual contribution to the Jurisdiction to support the Jurisdiction's Food Recovery program efforts, in accordance with Section 9.2.

2. Option 3b: Payment to Organizations

Guidance: This example Option 3b contemplates either a flat rate or a variable rate payment based on the number of Generator accounts. If choosing a variable payment based on Generator accounts, additional nuances, such as the type and size of each Generator, may influence this payment. For example, a large wholesale produce market that generates a significantly higher volume of Edible

Food than a small restaurant, would require more time and effort and incur greater costs for the Food Recovery Organizations and Food Recovery Services with which they partner. The Jurisdiction may wish to establish a prorated payment system based on Generator size, type, or other local factors to address this nuance and should modify this Section accordingly.

Additionally, the language in this option generally states the number of "Generator accounts." If the Jurisdiction wishes to specify certain Generator types (e.g., all Generators or only Commercial Generators or Commercial Edible Food Generators), this Section should be amended accordingly.

Contractor shall invest in Food Recovery Organizations and Food Recovery Services to increase Food Recovery activities through direct funding and in-kind services. Funding shall be provided in an amount not less than {insert flat $ amount} or {equal to $X per Y Generator accounts; and/or specify additional variables} per calendar year. In-kind services include, but are not limited to, insert in-kind services or contributions, if applicable. Contractor shall provide a list of the proposed beneficiary organizations to the Jurisdiction Contract Manager for review and approval before any funding or in-kind contribution is provided. The Contractor shall report any such financial support in accordance with Exhibit G.

3. Option 3c: Grant funding support

Upon request, Contractor shall assist the Jurisdiction with grants by actively seeking, writing, and managing grants, and reporting grant funding sources and uses at no additional cost; including, but not limited to, grants related to Jurisdiction Food Recovery efforts.

E. Option 4: Other

Guidance: Jurisdiction may use a combination of one or more of the options presented above or create its own Food Recovery requirements or not include any Food Recovery requirements in its Agreement. Consulting with local Food Recovery Organizations and Food Recovery Services is encouraged and recommended prior to deciding, what, if any, Food Recovery provisions to include in the scope of the franchise agreement.

6.6 BILLING

Guidance: SB 1383 Regulations do not specify billing requirements for haulers. Contract language in this Section is provided as an example only. Jurisdictions may prefer to use provisions of their current Agreement, subject to review and revision as needed, or develop new provisions resulting from negotiations with their service provider. It is important to note that this billing Section does include a few items that specifically relate to SB 1383 Regulations, such as: the option of charging contamination Processing fees; the need to establish Rates for de minimis, physical space constraint, and Collection frequency waivers (if waivers are granted pursuant to Section 6.7); and, the need for universal service to achieve mandatory Collection service requirements.

Option 1: Billing by Hauler in an Exclusive Franchise System

A. **General Billing Requirements**

1. **Contractor Responsible**. Contractor shall bill all Customers and be solely responsible for collecting payment from Customers. Billing shall be performed on the basis of services rendered and this Agreement shall create no obligation on the part of any Person on the sole basis of the Ownership of property. Individual contracts between Contractor and a Customer for services provided under this Agreement shall be prohibited unless otherwise approved in writing by the Jurisdiction Contract Manager on a case-by-case basis.

2. **Frequency**. Contractor shall bill all Single-Family Customers quarterly in advance of services provided. Contractor shall bill all Commercial and Multi-Family Customers for scheduled and regularly recurring services on a monthly basis in arrears of services provided. Contractor shall bill Customers for any on-call and/or non-recurring services no more frequently than monthly and shall only bill for services provided during the previous billing period. Contractor shall remit invoices to Customers no earlier than the twentieth (20th) day of the month preceding the period for which service is being billed. Quarterly billing shall be on the calendar quarter (January-March, April-June, July-September, and October-December).

3. **Bill Format**. Contractor shall bill Customers electronically using paperless invoices; however, Contractor shall bill Customers who decline or are otherwise unable to provide email contact information by standard mail, using standard (paper) invoices. Contractor shall permit Customers 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 prepare and mail bills and collect payments from Customers who decline to use such internet-based billing system. Contractor shall make arrangements to allow such Customers to pay bills by cash, check, electronic check, money order, and credit card.

4. **Bill Inserts**. Contractor shall include bill inserts in accordance with Section 6.3.

5. **Records**. Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by the Jurisdiction Contract Manager at any reasonable time, but in no case more than ___ (___) calendar days after receiving a request to do so.

6. **Bad Debt**. Guidance: Bad debt provisions can be very specific to a Jurisdiction's policies and past practices. For this reason, a sample provision is not provided.

B. **Rates and Waivers**. Contractor shall bill Customers and collect Customer payments at Rates not to exceed the Jurisdiction-approved maximum Rates. Note that maximum Rates are established for Multi-Family and Commercial Customers that have been granted de minimis, space constraint, Collection frequency, low population, elevation,

disaster, and/or emergency waivers pursuant to Sections 6.7 and 6.8. Contractor shall ensure that accurate records are maintained for such waivers and Customers are billed properly. Guidance: SB 1383 Regulations (14 CCR Section 18984.11) allow but do not require that Jurisdictions offer waivers. If Jurisdiction chooses not to provide such waivers, amend this provision.

C. **Application of Contamination Surcharges**. In accordance with Section 6.2.1.C.4, the Contractor shall assess contamination Processing fees on Customers with repeated occurrences of excess Prohibited Container Contaminants. Any contamination Processing fees to be assessed for a Customer shall be included and itemized on the Customer's invoice for the billing period in which the Contractor notified the Customer of the assessment of the contamination Processing fee. Guidance: SB 1383 Regulations (14 CCR Section 18984.5) do not require assessment of contamination Processing fees. It is an option Jurisdictions may use to manage contamination. If Jurisdiction chooses to include contamination Processing fees, it shall include this paragraph and shall specify the Party who retains the money received from fees. If Jurisdiction chooses not to assess such fees, delete this paragraph.

D. **Universal Enrollment Process**. Jurisdiction requires that Generators are enrolled in Collection services pursuant to Jurisdiction Code Section ___. Contractor shall assist the Jurisdiction in ensuring that the enrollment of Generators occurs in a timely and efficient manner. Jurisdiction and Contractor shall cooperatively develop and agree to a process no later than insert date. In accordance with Exhibit G, Record Keeping and Reporting, Contractor shall maintain records and provide reports necessary for the Jurisdiction to verify the enrollment of Generators.

Option D1: Contractor Evaluates Universal Enrollment

At least _____ (___) times per year, Contractor shall reconcile and confirm universal enrollment of Generators by comparing its Customer list to parcel information and calculating the percentage of total Generators enrolled in Jurisdiction's Collection program. As part of this analysis, Contractor shall provide the Jurisdiction with a summary of any discrepancies found between the Customer list and parcel information, including the names and addresses of all Generators that were found to be the subject of a discrepancy. Contractor shall also provide a list of Generators that are not enrolled in the Jurisdiction's Collection program due to Generator's choice to Self-Haul materials or the provision and approval of a waiver pursuant to Sections 6.7 and 6.8, including the name, address, and type of waiver or Self-Haul status for each Generator. In accordance with Exhibit G, Record Keeping and Reporting, Contractor shall maintain records and provide reports on the Generators' Service Level and list of non-enrolled Generators, and other information necessary for the Jurisdiction to verify the universal enrollment of Generators.

Option D2: Jurisdiction Evaluates Universal Enrollment

In accordance with Exhibit G, Record Keeping and Reporting, Contractor shall maintain records and provide reports necessary for the Jurisdiction to verify the Jurisdiction-wide enrollment of Generators for Collection service.

Option 2: Billing by Hauler in a Non-Exclusive System

A. **General Billing Requirements.**

1. **Contractor Responsible**. Contractor shall bill all Customers and be solely responsible for collecting payment from Customers. Billing shall be performed on the basis of services rendered and this Agreement shall create no obligation on the part of any Person on the sole basis of the Ownership of property. Contractor shall be responsible for collecting bad debt. Individual contracts between Contractor and a Customer for services provided under this Agreement shall be prohibited unless otherwise approved in writing by the Jurisdiction Contract Manager on a case-by-case basis.

2. **Bill Inserts**. Contractor shall include bill inserts in accordance with Section 6.3.

3. **Records**. Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by the Jurisdiction Contract Manager at any reasonable time but in no case more than ___ (___) calendar days after receiving a request to do so.

B. **Rates for Waivers**. Contractor shall establish Rates for any Customers that have been granted de minimis, physical space constraint, Collection frequency, low population, elevation, disaster, and/or emergency waivers pursuant to Sections 6.7 and 6.8. Contractor shall ensure that accurate records are maintained for such waivers and Customers are billed properly. Guidance: SB 1383 Regulations (14 CCR Section 18984.11) allow but do not require that Jurisdictions offer waivers. If Jurisdiction chooses not to provide waivers, amend this provision. Jurisdictions will want to evaluate whether or not they want Contractor to establish different Rates for the Customers with waivers. Jurisdiction's legal counsel is advised to provide input on this item.

C. **Application of Contamination Surcharges**. In accordance with Section 6.2.1.C.4, the Contractor is required to assess contamination Processing fees on Customers with repeated occurrences of excess contamination. Any contamination Processing fees to be assessed for a Customer shall be included and itemized on the Customer's invoice for the billing period in which the Contractor notified the Customer of the assessment of the contamination Processing fee. Guidance: SB 1383 Regulations (14 CCR Section 18984.5) do not require assessment of contamination Processing fees. It is an option that Jurisdictions may use to manage contamination. If Jurisdiction chooses to include contamination Processing fees, it shall include this paragraph and

identify the Party who retains the money received from fees. If Jurisdiction chooses not to assess such fees, delete this paragraph.

D. **Universal Enrollment Process**. Jurisdiction requires that Generators are enrolled in Collection services pursuant to Jurisdiction Code Section ___. Contractor shall assist the Jurisdiction in ensuring that the enrollment of Generators occurs in a timely and efficient manner. Jurisdiction and Contractor shall cooperatively develop and agree to a process no later than insert date.

In accordance with Exhibit G, Record Keeping and Reporting, Contractor shall maintain records and provide reports necessary for the Jurisdiction to verify the Jurisdiction-wide enrollment of Generators.

Option 3: Billing by Jurisdiction

Guidance: This provision presents a scenario in which the Jurisdiction bills Single-Family, Multi-Family, and Commercial Customers. If the Jurisdiction does not bill all of these Customer types, the provision shall be amended accordingly, and this Option 3 will need to be used in conjunction with Option 1 or 2 above to address Contractor's billing services.

A. **General**. Jurisdiction shall be responsible for the billing and collection of payments for all Single-Family, Multi-Family, and Commercial Customers. Contractor shall cooperate with Jurisdiction in tracking and reporting changes in Service Levels. Jurisdiction shall notify Contractor of changes in Customers' Service Levels and of Customers that have been granted de minimis, physical space constraint, Collection frequency, low population, elevation, disaster, and/or emergency waivers pursuant to Sections 6.7 and 6.8. Contractor shall promptly adjust the Customers' Service Levels to reflect changes in Service Levels and waivers in accordance with the Jurisdiction-provided data.

B. **Application of Contamination Surcharges**. In accordance with Section 6.2.1.C.4, the Contractor is required to issue notices of assessment of contamination Processing fees to Customers with repeated occurrences of excess contamination. On a monthly basis no later than the fifteenth (15th) day of the month, Contractor shall submit a report to the Jurisdiction, pursuant to Exhibit G, documenting the Customers for which a contamination Processing fee notice was issued in order for the Jurisdiction to assess the fees on the Customers' invoice. Guidance: SB 1383 Regulations (14 CCR Section 18984.5) allows, but does not require, assessment of contamination Processing fees. It is an option that Jurisdictions may use to manage contamination. If Jurisdiction chooses to include contamination Processing fees, it shall include this paragraph and specify the Party who retains the money received from fees. If Jurisdiction chooses not to assess such fees, delete this paragraph.

6.7 GENERATOR WAIVER PROGRAM COORDINATION

Guidance: This Section is applicable to three-, three-plus-, and two-Container systems only and is optional. SB 1383 Regulations (14 CCR Section 18984.11) allow for, but do not require, Jurisdictions to offer Generators waivers for de minimis volumes, physical

space constraints, and Collection frequency. If Jurisdictions decide to offer such waivers, the Jurisdictions must comply with the 14 CCR Section 18984.11 waiver requirements. Note that 14 CCR Section 18984.11(c) specifies that the authority to issue a waiver cannot be delegated to a private entity (e.g., Contractor), and 14 CCR Section 18984.11(b) specifies that nothing in 14 CCR Section 18984.11 allows a Jurisdiction to exempt a business subject to the requirements of Section 42649.81 of the Public Resources Code (AB 1826) from compliance with that section.

Jurisdictions using the Performance-Based Compliance Approach do not need to comply with the waivers and exemptions process requirements of SB 1383 Regulations; and, therefore, may wish to eliminate or modify some or all requirements of this Section. A Jurisdiction using the Performance-Based Compliance Approach may offer waivers, provided that at least ninety percent (90%) of Single-Family Generators and ninety percent (90%) of Commercial Generators (including Multi-Family Generators) participate in the three-Container Collection program.

Jurisdictions using a one-Container system shall delete this Section 6.7 in its entirety, as waivers are not applicable to one-Container systems.

All types of waivers in this Section are optional. Jurisdictions may choose one or more waivers and eliminate the others and may choose to allow different waivers for different sectors (e.g., Single-Family, Multi-Family, and/or Commercial Generators). This Section addresses how waivers affect Contractor responsibilities, if waivers are granted by the Jurisdiction. Jurisdictions shall only include relevant waiver options, if any.

For Jurisdictions with Low-Population Area and/or High-Elevation Area waivers, it is important to recognize that the SB 1383 waivers are different than the waivers allowed under AB 341 and AB 1826. As a result, Jurisdictions with Low-Population Area and/or High-Elevation Area waiver(s) that choose to offer waivers to Multi-Family and/or Commercial Generators that are covered by AB 341 and/or AB 1826 and located in these areas will need to include a separate section that describes the waivers for these Generators or that points to the relevant section of the Jurisdiction Code.

A. **Types of Generator Waivers**

1. **General**. Jurisdiction may grant waivers described in this Section to Generators that impact the scope of Contractor's provision of service for those Customers. Waivers issued shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the Jurisdiction.

2. **De Minimis Waivers. (Three-, Three-Plus-, and Two-Container Systems Only).** The Jurisdiction may waive a Multi-Family's, Commercial Business', or its Property Owner's obligation to comply with some or all of the Source Separated Recyclable Materials and SSGCOW requirements set forth in this Agreement, SB 1383 Regulations, and Section ___ of the Jurisdiction Code if the Multi-Family, Commercial Business, or its Property Owner provides documentation or

the Jurisdiction has evidence demonstrating one of the following de minimis conditions:

a. The Multi-Family's or Commercial Business' total Solid Waste Collection service is two (2) cubic yards or more per week, and SSGCOW or SSBCOW subject to Collection in a Blue Container or Green Container comprises less than twenty (20) gallons per week, per applicable Container, of the Multi-Family's or Commercial Business' total waste; or,

b. The Multi-Family's or Commercial Business' total Solid Waste Collection service is less than two (2) cubic yards per week, and SSGCOW or SSBCOW subject to Collection in a Blue Container or Green Container comprises less than ten (10) gallons per week, per applicable Container, of the Multi-Family's or Commercial Business' total waste.

3. **Physical Space Waivers. (Three-, Three-Plus-, and Two-Container Systems Only)** The Jurisdiction may waive a Multi-Family's, Commercial Business', or its Property Owner's obligation to comply with some or all of the Source Separated Recyclable Materials or SSGCOW Collection service requirements set forth in this Agreement, SB 1383 Regulations, and Jurisdiction Code Section ___ if the Multi-Family, Commercial Business, or its Property Owner provides documentation, or the Jurisdiction has evidence from its staff, the Contractor, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for Blue Containers and/or Green Containers.

4. **Collection Frequency Waivers. (Three-, Three-Plus-, and Two-Container Systems Only)** A Jurisdiction may allow the Contractor to provide Collection of Blue Containers, Gray Containers, or both once every fourteen (14) days, rather than once per week, for Customers that have been granted a Collection frequency waiver from the Jurisdiction. Guidance: For two-Container green/gray systems, delete "Blue Containers" and "or both" in the preceding sentence.

Guidance for above Collection frequency waiver: SB 1383 Regulations (14 CCR Section 18984.11(a)(3)) allow Jurisdictions to grant Collection frequency waivers to the owner or tenant of any residence, Premises, business establishment or industry that subscribes to a three-Container or two-Container Collection service provided that it demonstrates to the Enforcement Agency, as defined in Public Resources Code 40130, that less frequent Collection than required by 14 CCR Section 17331 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 27 CCR or 14 CCR Sections 17200 et seq. If a Jurisdiction allows for Collection frequency waivers, it may consider increasing the contamination monitoring efforts in Section 6.2 to verify that the fourteen (14) day Collection schedule does not result in violation of minimum standards.

B. **Contractor Waiver Request on Behalf of Generator**. Upon reasonable belief that a Generator may qualify for a de minimis, physical space, or Collection frequency

waiver, the Contractor may submit a request to the Jurisdiction to grant a waiver to the Generator, provided that adequate evidence of the de minimis, physical space, or Collection frequency waiver requirements specified in 14 CCR Section 18984.11 is included with the request. Jurisdiction shall review and approve or deny the waiver request. Contractor's request for consideration of a waiver shall include the Generator's name and address, type of Commercial Business or number of Multi-Family units if Customer is a Multi-Family premises, reasons Generator may be eligible for the waiver, and evidence such as, but not limited to: Service Level data, photo documentation, weight records, and technical assistance assessment results. Guidance: Jurisdictions may not want to allow for the Contractor to submit a waiver request on the behalf of a Generator. In such case, delete this subsection or amend it to specify that Contractor's submittal of a waiver on Customer's behalf shall include Customer's signature consenting to the waiver submittal.

C. **Contractor Review of Generator Waiver Requests**.

1. Option 1: Requests Submitted to Jurisdiction with Contractor Review. Generators may submit requests for de minimis waivers, physical space waivers, and Collection frequency waivers to the Jurisdiction. Upon the request of the Jurisdiction, Contractor shall within ____ (__) days of receipt of the Jurisdiction's request review the Generator's waiver application and inspect the Generator's Premises to verify the accuracy of the application.

2. Option 2: Requests Submitted to Contractor. Generators may submit requests for de minimis waivers, physical space waivers, and Collection frequency waivers to the Contractor. Contractor shall within ____ (__) days review the Generator's waiver application and inspect the Generator's Premises to verify the accuracy of the application. Contractor shall provide documentation of the inspection, including the Contractor's recommendation to approve or deny the waiver request, and send this information to the Jurisdiction within ____ (__) days of receipt of the Generator's waiver application for the Jurisdiction's review and approval. The Jurisdiction ultimately retains the right to approve or deny any application, regardless of the Contractor's recommendation. Contractor shall report information regarding waivers reviewed on a monthly basis, in accordance with Exhibit G.

   Guidance: Jurisdictions may not want the Contractor to be involved in review of waiver requests. In such case, delete this subsection C.

D. **Contractor Change in Customers' Service Levels**. When the Jurisdiction grants a waiver to a Generator, the Jurisdiction shall notify the Contractor within _____ (_) days of the waiver approval with information on the Customer and any changes to the Service Level or Collection service requirements for the Customer. Contractor shall

have _____ (_) days to modify the Customer's Service Level and billing statement, as needed.

E. **Waiver Reverification**

Guidance: If the Jurisdiction wants the Contractor to assist in reverification of de minimis and physical space constraint waivers, which shall occur at least once every five (5) years pursuant to SB 1383 Regulations (14 CCR Section 18995.1(a)(6)), the following provision can be used to describe Contractor's responsibilities. Jurisdictions should omit this Section if they do not want Contractor's support with this activity. Note that SB 1383 Regulations (14 CCR Section 18995.1(a)(6)) specify the frequency for reverifications of de minimis and space constraint waivers; but do not require reverifications of Collection frequency waivers. Reverification of Collection frequency waivers has been included in the provisions below, but is optional.

It shall be the responsibility of the Contractor to verify that the Generators with de minimis, physical space constraint, or Collection frequency waivers continue to meet the waiver requirements set forth in this Section. Contractor shall conduct such reverifications of waivers through inspection of each Generator's Premises and review of applicable records at least once every five (5) years for de minimis and physical space constraint waivers, and once every ___ (__)years for Collection frequency waivers. Pursuant to Exhibit G, Contractor shall maintain a record of each waiver verification and provide a monthly report to the Jurisdiction documenting the waiver reverifications performed and recommendations to the Jurisdiction on those waivers that Contractor concludes are no longer warranted. The Jurisdiction shall make a final determination of the waiver eligibility of Generators.

F. **Contractor Recordkeeping of Generators Granted Waivers.** Upon Contractor request, no more than _____ (__) times per year, the Jurisdiction shall provide Contractor an updated listing of waivers approved by the Jurisdiction, including the Generators' names, mailing address, service address, and type of waiver. Contractor shall maintain waiver-related records and report on waiver verifications pursuant to Exhibit G.

6.8 SERVICE WAIVER PROGRAM COORDINATION

Guidance: Subsections A and B of this Section include descriptions of waivers that the Jurisdiction may qualify for and may be granted by CalRecycle under SB 1383 Regulations (14 CCR Section 18984.12). If a Jurisdiction obtains a Low-Population Area waiver or rural exemption from CalRecycle, it is not required to comply with some or all SB 1383 Regulatory requirements for a period of time specified in SB 1383 Regulations (14 CCR Section 18984.12). If a County is granted one or more of these waivers, these waivers may affect the Contractor's Collection or operations in that some of the service waivers/exemptions may apply to only Generators or Hauler Routes in the waiver/exemption areas. Jurisdiction shall only include in their franchise agreement the waiver provisions, if any, that the Jurisdiction qualifies for under SB 1383 Regulations (14 CCR Section 18984.12). Several sample contract provisions have been provided for Jurisdictions to use if they qualify for the waivers. Exhibits A and B demonstrate Collection

service customization options for each waiver.

While waivers for Low-Population Areas and High-Elevation Areas waive some SB 1383 regulatory requirements for Generators and Jurisdictions, AB 341 and AB 1826 requirements apply for Jurisdictions and for Multi-Family and Commercial Generators that are covered by AB 341 and AB 1826 and located in these areas. As a result, Jurisdictions with these waivers may need to amend their Agreement and Exhibits A and B to require their Contractor to provide Collection services, as needed, to align with the Jurisdiction's AB 341 Commercial Recycling program and AB 1826 Organic Waste Recycling programs.

A. **Low Population Area Waivers**

Guidance: A Jurisdiction may apply to CalRecycle for a Low-Population Area waiver if it meets the following criteria:

- A Jurisdiction may apply to CalRecycle for a waiver for the Jurisdiction and some or all its Generators from some or all of the requirements of 14 CCR, Division 7, Chapter 12, Article 3 if the Jurisdiction: (i) Disposed of less than 5,000 Tons of Solid Waste in 2014 as reported in the State Disposal Reporting System; and, (ii) the Jurisdiction has a total population of less than 7,500 people.
- A Jurisdiction may apply to CalRecycle for a waiver from some or all of the requirements of 14 CCR, Division 7, Chapter 12, Article 3 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.

If a Jurisdiction qualifies and secures a Low-Population Area waiver from CalRecycle, the following language is presented for inclusion in their franchise agreement to inform the Contractor of the waiver and identify Collection services that are impacted. The Jurisdiction will need to prepare an Exhibit that identifies the Low-Population Areas.

As of the Commencement Date, certain census tracts of the Jurisdiction qualify as Low-Population Areas, as specified in Exhibit XXXX. Some Collection service requirements are waived for the Low-Population Areas, as described in Exhibits A and B. Low-population waivers granted by CalRecycle are only valid for a period of up to five (5) years; therefore, the qualifying areas identified in Exhibit XXXX are subject to change. If, during the Term of this Agreement, the Jurisdiction is granted a waiver that expands the Low-Population Areas, or if the Jurisdiction's waiver(s) are no longer valid, resulting in a reduction in the number of the Low-Population Areas, any resulting Collection service changes shall be addressed as a change in scope in accordance with Section 4.4.

B. **High-Elevation Waivers**

Guidance: 14 CCR Section 18984.12(d) allows for a Jurisdiction to apply for an elevation waiver as follows:

- A Jurisdiction may apply to CalRecycle 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.
- A Jurisdiction may apply to CalRecycle 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 the County that are located at or above 4,500 feet.

The Jurisdiction or certain census tracts of the Jurisdiction qualify as High-Elevation Areas, as specified in Exhibit XXXX. The Food Waste Collection service requirements for the High-Elevation Areas are waived as specified in Exhibits A and B. If the Jurisdiction's elevation waiver status, as granted by CalRecycle under 14 CCR Section 18984.12, changes during the Term of the Agreement, any resulting Collection service changes shall be addressed as a Jurisdiction-directed change in scope in accordance with Section 4.4 of this Agreement.

C. **Processing Facility Temporary Equipment or Operational Failure Waiver**

Guidance: SB 1383 Regulations (14 CCR Section 18984.13(a)(2)) require Jurisdictions to notify CalRecycle in the event that one of their Processing facilities is temporarily unable to Process any of the Discarded Materials Collected (except Gray Container Waste), and the Jurisdiction consequently allows for Landfill Disposal of Organic Waste. If Jurisdiction relies on Contractor to provide or Subcontract for Processing services (e.g., includes Approved/Designated Facility(ies) for Processing), then Jurisdiction shall include this provision to require the Contractor, or its Subcontractor that operates the Approved/Designated Facility(ies), to provide notification to the Jurisdiction. It is the Jurisdiction's responsibility under SB 1383 Regulations (14 CCR Section 18984.13(a)(2)) to send a notice to CalRecycle within ten (10) days of a waiver decision, including information on the incident, the Facility's Recycling and Disposal Reporting System (RDRS) number, and the period of time that that the Jurisdiction will allow the Organic Waste stream to be deposited in a Landfill as a result of the incident. Having the Contractor provide some of this information in the notification may help the Jurisdiction accomplish the ten (10) day reporting requirement.

1. **Notification to the Jurisdiction.** The Contractor, or their Subcontractor (such as a Facility operator), shall notify the Jurisdiction of any unforeseen operational restrictions that have been imposed upon an Approved/Designated Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent an Approved/Designated Facility from Processing and recovering Source Separated Recyclable Materials, SSGCOW, or Mixed Waste. The Contractor or Subcontractor shall notify the Jurisdiction as soon as possible and no later than _____ (_) hours/days from the time of the incident. The notification shall include the following: (i) name of Approved/Designated Facility; (ii) the Recycling and Disposal Reporting System Number of the Approved/Designated Facility; (iii) date the Approved/Designated Facility

became unable to Process Source Separated Recyclable Materials, SSGCOW, or Mixed Waste; (iv) description of the operational restrictions that have been imposed upon the Approved/Designated Facility by a regulatory agency or unforeseen equipment failure or operational restriction that occurred; (v) the period of time the Contractor anticipates the temporary inability of the Approved/Designated Facility to Process Source Separated Recyclable Materials, SSGCOW, or Mixed Waste; (vi) Contractor's proposed action plan to deliver materials to an Alternative Facility for Processing (refer to Section E.1.H of Exhibit E) or Contractor's request for waiver to deliver Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to the Approved/Designated Disposal Facility.

2. **Use of Alternative Facility or Waiver for Disposal of Materials**. Upon notification by Contractor or Subcontractor of an Approved/Designated Facility's inability to Process materials, Jurisdiction shall evaluate the notification and determine if Jurisdiction shall require Contractor to use an Alternative Facility or allow the Contractor to Transport the Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to the Approved/Designated Disposal Facility for Disposal on a temporary basis for a time period specified by the Jurisdiction. Upon Jurisdiction's decision, the Jurisdiction shall notify the Contractor of its requirement to use an Alternative Facility for Processing or to use the Approved Disposal Facility for Disposal, and the period of time that the Jurisdiction will allow the Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to be redirected to the Alternative Facility or Approved/Designated Disposal Facility. Pursuant to 14 CCR Section 18984.13, the approved Disposal period shall not exceed ninety (90) days from the date the Approved/Designated Facility's Processing restriction or failure commenced. In such case, the Contractor must receive written permission from the Jurisdiction Contract Manager prior to depositing any Discarded Material in a Landfill.

3. **Record Keeping and Reporting.** Contractor shall maintain a record of any Approved/Designated Facility incidents and report this information to the Jurisdiction in accordance with Exhibit G.

D. **Disaster Waivers.** In the event of a disaster, the Jurisdiction may grant Contractor a waiver of some or all Discarded Materials Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in Collection requirements shall be addressed as a change in scope in accordance with Section 4.4.

E. **Removal of Material from Homeless Encampments and Illegal Disposal Sites.** The Contractor may, but is not required to, separate or recover Organic Waste that Contractor removes from homeless encampments and illegal disposal sites as part of an abatement activity to protect public health and safety. Contractor shall report the

amount of Discarded Materials removed for Disposal from homeless encampments and illegal disposal sites, in accordance with Exhibit G.

Guidance: The model language in subsection E intends to list the exemption provisions presented under the SB 1383 Regulations (14 CCR Section 18984.13(c)) and is not intended to be a comprehensive description of procedures and protocols for removing material from homeless encampments and illegal disposal sites. The Contractor is not required to participate in these removal activities unless it has been agreed upon as part of the Contractor's scope of services. If the Contractor is not involved in these activities, remove this subsection. Users of the model may include more detail on this topic as appropriate.

F. **Quarantined Waste.** If approved by the Jurisdiction, the Contractor may Dispose of specific types of SSGCOW that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by the Jurisdiction or until Jurisdiction provides notice that the quarantine has been removed and directs Contractor to Transport the SSGCOW to the Approved/Designated Facility(ies) for such material.

In accordance with Exhibit G, the Contractor shall maintain records and submit reports regarding compliance agreements for quarantined SSGCOW that are Disposed of pursuant to this subsection.

6.9 INSPECTION AND ENFORCEMENT

Guidance: SB 1383 Regulations (14 CCR Section 18995.1) define minimum inspection requirements for Jurisdictions. Through the franchise agreement, a Jurisdiction may choose to delegate some of these requirements to the Contractor; however, it is important to recognize that (i) SB 1383 Regulations (14 CCR Section 18981.2(d)) specify that nothing in 14 CCR, Division 7, Chapter 12 authorizes a Jurisdiction to delegate to a private entity, such as the Contractor, the authority to impose civil penalties or maintain an action to impose civil penalties; and, (ii) SB 1383 Regulations (14 CCR 18984.11(c)) further specify that the Jurisdiction cannot delegate the authority to issue a waiver authorized by 14 CCR Section 18984.11 to a private entity, such as the Contractor. If a Jurisdiction is using the Performance-Based Compliance Approach, it does not need to comply with all of the inspection and enforcement requirements of SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 14), except for inspection and enforcement related to Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators. As a result, the Jurisdiction may wish to eliminate all provisions in this Section, or may choose to retain some or all requirements of this Section with the understanding that they are not required to by SB 1383 Regulations.

This Section includes two options for consideration: (i) Contractor performance of compliance reviews, and (ii) Jurisdiction, or its agent's, performance of compliance reviews.

Option 1: Contractor Performance of Compliance Reviews

A. **Annual Compliance Reviews**

1. **General**. Contractor shall perform compliance reviews described in this Section commencing January 1, 2022, and at least annually thereafter, unless otherwise noted.

2. **Commercial Generator Compliance Reviews**

Option 1: Applicable for Three-, Three-Plus-, or Two-Container Systems

The Contractor shall complete a compliance review of all Multi-Family and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Organic Waste, to determine their compliance with: (i) Generator requirements under the Jurisdiction's Discarded Materials Collection program; and, (ii) if applicable for the Generator, (if Self-Haul is allowed) Self-Hauling requirements pursuant to 14 CCR Section 18988.3 and Section ___ of the Jurisdiction Code, including whether a Multi-Family or Commercial Business is complying through Back-Hauling SSGCOW and/or Source Separated Recyclable Materials and/or SSBCOW. The compliance review shall mean a "desk" review of records to determine Customers' compliance with the above requirements and does not necessarily require on-site observation of service; however, the Jurisdiction may request that the Contractor perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information. Guidance: Note that an on-site observation is not required for the compliance review; however, it may be included as an option in the Agreement if that practice is desired or more efficient for the Jurisdiction and/or Contractor.

Option 2: Applicable for One-Container System

The Contractor shall complete a compliance review of all Multi-Family and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Organic Waste, to determine their compliance with: (i) Generator requirements under the Jurisdiction's Discarded Materials Collection program, including documenting if the Commercial or Multi-Family Customer is Transporting Discarded Materials to an Approved/Designated High Diversion Organic Waste Processing Facility; and, (ii) if applicable for the Generator, (if Self-Haul is allowed) Self-Hauling requirements pursuant to 14 CCR Section 18988.3 and Section ___ of the Jurisdiction Code, including whether a Multi-Family or Commercial Business is complying through Back-Hauling Organic Waste.

3. **Annual Hauler Route Review.** (Required for Three-, Three-Plus-, or Two--Container Systems) Beginning April 1, 2022 and annually thereafter, the Contractor shall conduct annual Hauler Route reviews of Commercial, Multi-Family, and Single-Family Generators for compliance with the Jurisdiction's Discarded Materials Collection program and Container contamination

monitoring. These Hauler Route reviews may be performed concurrently with the contamination monitoring Hauler Route reviews, provided that Contractor documents a reasonable sampling of Generators for which compliance with the Jurisdiction's Discarded Materials Collection program during the Hauler Route review was assessed.

Guidance: If Jurisdiction performs waste evaluation studies consistent with SB 1383 Regulations (14 CCR Section 18984.5(c)), as described in Section 6.2 of this Agreement, it does not need to conduct the annual Hauler Route reviews described above and this provision can be eliminated.

B. **Generator Waiver Inspections**. In accordance with Section 6.7, Contractor shall verify Multi-Family and Commercial Generator de minimis and physical space constraint waivers, if applicable, at least once every five (5) years from the date of issuance of the waiver, and verify Collection frequency waivers at least once every __ (__) years from the date of issuance of the waiver.

Guidance: Note that SB 1383 Regulations (14 CCR Section 18995.1(a)(6)) do not require reverification of Collection frequency waivers, so this may be omitted by Jurisdictions. If using a one-Container system, delete this provision entirely, as these waivers do not apply.

C. **Compliance Review Process**

1. **Number of Reviews**. The Contractor shall conduct a sufficient number of compliance reviews, Hauler Route reviews, and inspections of Generators, to adequately determine the Generators' overall compliance with SB 1383 Regulations, AB 1826, AB 341, and Chapter ___ of the Jurisdiction Code. The number of reviews shall be no less than ___ (__) in total and/or for each review type and the timeframe, if desired. Jurisdiction reserves the right to require additional inspections, if the Jurisdiction determines that the amount of inspections conducted by the Contractor is insufficient. Jurisdiction may require the Contractor to prioritize inspections of entities that the Jurisdiction determines are more likely to be out of compliance.

Guidance: 14 CCR Section 18995.1(b), requires "a sufficient number" of reviews to be conducted. For the purposes of the Agreement, the Jurisdiction may wish to specify the number of compliance reviews to reduce ambiguity of what is considered sufficient by both Parties.

2. **Non-Compliant Entities**. From January 1, 2022 through December 31, 2023, when compliance reviews are performed by Contractor pursuant to Section 6.9.A, Contractor shall provide educational materials in response to violations. Contractor shall provide these educational materials to the non-compliant Customers and Generators within ___ (___) days of determination of non-compliance or immediately upon determination of non-compliance if such non-compliance is determined during an inspection or Hauler Route review.

Contractor shall document the non-compliant Customers and Generators and the date and type of education materials provided, and shall report such information to the Jurisdiction in accordance with Exhibit G. Beginning January 1, 2024, the Contractor shall, in addition to providing the education materials described in this subsection, document non-compliant Customers and Generators determined through Contractor's compliance reviews pursuant to Section 6.9.A, and shall report all Customers and Generators with violations of SB 1383 Regulations to the Jurisdiction in accordance with Exhibit G. The Jurisdiction shall be responsible for subsequent enforcement action against the Generators.

3. **Documentation of Inspection Actions.** The Contractor shall generate a written and/or electronic record and maintain documentation for each inspection, Hauler Route review, and compliance review conducted, including the information described in Exhibit G.

Option 2: Compliance Reviews by Jurisdiction or Third Party

A. **General**. The Jurisdiction, or their third party designee, shall implement an inspection and enforcement program that is designed to ensure overall compliance with SB 1383 Regulations, AB 1826, AB 341, other Applicable Law, and Chapter ___ of the Jurisdiction Code, which may include, but is not limited to, Hauler Route reviews and inspections of applicable regulated entities.

B. **SB 1383 Regulatory Compliance Consultant**. The Jurisdiction will use a Jurisdiction-selected consultant to monitor Customer and Generator compliance with Collection services described in Article 5 this Agreement, including performance of compliance reviews. The Jurisdiction will be responsible for hiring and managing the work performed by the consultant. The Jurisdiction reserves the right of directing the consultant to coordinate, assign, and review the public education and outreach work conducted by the Contractor's Outreach Coordinator(s). The cost of the SB 1383 Regulatory Compliance Consultant shall be paid for and/or funded by the [Contractor or Jurisdiction] as described in Article 10.

Guidance: If desired, Jurisdictions may use third-party designees other than the Contractor for certain SB 1383 Regulatory requirements. This subsection B provides an example of such third party involvement, which is in no way required by SB 1383 Regulations.

C. **Contractor Cooperation Required**. Contractor shall cooperate with all Hauler Route reviews, Customer or Generator inspections, or compliance reviews conducted by the Jurisdiction or its designee. Contractor's cooperation may include, but is not limited to: providing data, equipment, revised Hauler Route sequencing or timing, and/or training necessary for Jurisdiction staff, or its designee's staff, on Hauler Route safety and conduct of Container inspections. Contractor recognizes that the Hauler Route review, inspections, and compliance reviews may conflict with normal working operations or Hauler Route times otherwise set out in this Agreement. Contractor shall

make adjustments to its normal working operations or Hauler Route times as reasonably requested by the Jurisdiction, or its designee, and shall comply with the process regardless of those impacts. Upon Jurisdiction, or its designee, request for information or support, Contractor shall provide a response to Jurisdiction, or its designee, requests in a timely manner, not to exceed _____ (__)days from receipt of the request.

6.10 SERVICE COMPLAINTS

Guidance: SB 1383 Regulations (14 CCR Section 18995.3) require that Jurisdictions investigate any complaints from any Person that an entity may not be compliant with SB 1383 Regulations, with the exception that if a Jurisdiction is using the Performance-Based Compliance Approach, pursuant to14 CCR, Division 7, Chapter 12, Article 17, it only needs to investigate complaints related to Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services. Jurisdictions using the Performance-Based Compliance Approach will need to remove or modify contract provisions below as appropriate. This Section includes three options for consideration: (i) Contractor complaint investigation; (ii) Jurisdiction, or its agent's complaint investigation; or, (iii) a combination of both.

A. **Documentation of Complaints**.

1. **General**. The Contractor agrees to maintain a computer database log of all oral and written complaints received by Contractor from Customers or other Persons. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer complaints. Contractor agrees to document and maintain for a period of at least _____ (___) months on a form or log all Complaints registered by Customers and Persons, in accordance with this Section and Exhibit G. Contractor shall record complaints received related to SB 1383 Regulatory non-compliance in its log in a manner further described in subsection A.2 below.

2. **SB 1383 Regulatory Non-Compliance Complaints**.

Guidance: Under SB 1383 Regulations (14 CCR Section 18995.3(a)), the Jurisdiction shall provide a procedure for the receipt and investigation of written complaints of alleged violations of SB 1383 Regulations. The procedure shall allow for the submission of anonymous complaints and provide that the complaints be in writing, including the information specified in SB 1383 Regulations (14 CCR Section 18995.3). This Section should be modified to reflect the Jurisdiction's chosen procedure, as needed. For complaints received in which the Person alleges that an entity is in violation of SB 1383 Regulations, Contractor shall document the information listed in Section G.4.2.E of Exhibit G. Contractor shall provide this information in a brief complaint report to the Jurisdiction for each SB 1383 Regulatory non-compliance complaint within _____ (___) days of receipt of such complaint, and a monthly summary report of SB 1383 Regulatory non-compliance complaints in accordance with Exhibit G.

B. **Investigation of SB 1383 Regulatory Non-Compliance Complaints**. Option B.1: Contractor Investigation of SB1383 Non-Compliance Complaints

1. **Investigation**. Guidance: SB 1383 Regulations (14 CCR Section 18995.3(c)) require that the Jurisdiction commence an investigation within ninety (90) days of receiving a complaint of an entity that is non-compliant with SB 1383 Regulatory requirements. If the Jurisdiction is delegating some of the investigation responsibilities to the Contractor, the Jurisdiction may want to include a shorter timeframe for the Contractor to commence their investigation to allow ample time for the Jurisdiction to notify the Contractor and ensure that the process commences within the required ninety- (90-) day window. Contractor shall commence an investigation, within ninety (90) days or insert shorter timeframe if desired of receiving a complaint in the following circumstances: (i) upon Contractor receipt of a complaint that an entity may not be compliant with SB 1383 Regulations and if Jurisdiction determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations; and, (ii) upon Jurisdiction request to investigate a complaint received by Jurisdiction, in which Jurisdiction determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations. Contractor is required to investigate complaints against Customers and Generators, but not against Food Recovery Organizations, Food Recovery Services, and other entities regulated by SB 1383 Regulations. Guidance: Note that this Section does not anticipate that Contractor will investigate complaints against Food Recovery Organizations or Food Recovery Services. Additionally, this Section focuses on complaints related to alleged non-compliance with SB 1383 Regulations, but the Jurisdiction may choose to expand this Section to include investigation of complaints related to AB 1826, AB 341, or other Applicable Law. SB 1383 Regulations (14 CCR Section 18995.3) state that a Jurisdiction shall provide a procedure for the receipt and investigation of written complaints of alleged violations. The list below is an example of items that may be included in an investigation procedure, but are not required by SB 1383 Regulations.

Contractor shall investigate the complaint using one or more of the methods:

a. Reviewing the Service Level of the entity that may not be compliant with SB 1383 Regulations; Guidance: For non-exclusive franchise agreements, reword as follows: “Reviewing the Service Level of the Customer that may not be compliant with SB 1383 Regulations”.

b. Reviewing the waiver list to determine if the entity has a valid de minimis, physical space constraint, or Collection frequency waiver; Guidance: Jurisdiction shall eliminate any of the highlighted waivers if they have chosen not to offer the waivers to Generators.

c. Reviewing the Self-Haul registration list to determine if the entity has registered and reviewing the entity’s reported Self-Haul information; Guidance: Jurisdiction may not have such a system in place. If so, delete.

d. Determining if the entity is located in a Low-Population Area and/or High-Elevation Area;

e. Inspecting Premises of the entity identified by the complainant, if warranted; and/or,

f. Contacting the entity to gather more information, if warranted.

2. **Reporting**. Within ___ (___) days of completing an investigation of an SB 1383 Regulatory non-compliance complaint, Contractor shall submit an investigation complaint report that documents the investigation performed and recommends to Jurisdiction on whether or not the entity investigated is in violation of SB 1383 Regulations based on the Contractor's investigation. The Jurisdiction shall make a final determination of the allegations against the entity.

B. **Investigation of SB 1383 Regulatory Non-Compliance Complaints**
Option B.2: Jurisdiction or Third Party Investigation of SB 1383 Regulatory Non-Compliance Complaints

Jurisdiction, or its designee, shall be responsible for investigating complaints received by the Jurisdiction that an entity may not be compliant with SB 1383 Regulations. Within ___ (___) days of the Jurisdiction's or its agent's request, Contractor shall provide Jurisdiction or its agent with the Customer's then-current Service Level information and other documentation that may be useful in the investigation, such as records of the Customer's two most recent change(s) in Service Level and other Customer service records.

Option 3: Combination Options 1 and 2

Guidance: A Jurisdiction may want to rely on the Contractor to investigate some complaints (e.g., up to ___ (___) complaints per year) and take responsibility for other complaints. In such case, Jurisdiction can adapt the contract provisions provided in Option 1 and 2 to fit its needs.

6.11 PROVISION OF RECOVERED ORGANIC WASTE PRODUCTS

Guidance: SB 1383 Regulations (14 CCR Section 18993.1) require that each Jurisdiction procure recovered Organic Waste products, with a minimum procurement target set based on the Jurisdiction's population. For the purposes of the procurement requirements in 14 CCR Section 18993.1, "Jurisdiction" only includes a city, a county, or a city and county. SB 1383 Regulations (14 CCR Section 18993.1) allow Jurisdictions to meet their recovered Organic Waste product procurement target requirement through procurement of Compost, Renewable Natural Gas (RNG), Mulch, or electricity from biomass, subject to certain limitations. (Note that rural jurisdictions are exempt from the recovered Organic Waste product procurement requirements through December 31, 2026.) Jurisdictions may look to fulfill some or all of their procurement obligations by incorporating requirements in its franchise agreement for their Contractor to procure and use products on the Jurisdiction's behalf or provide products to the Jurisdiction. Some examples are

included below for illustrative purposes only. Any or all of the following optional provisions may be used, or the user can create their own provision(s) not included in these examples.

Option 1: Bulk Compost Reserved for Jurisdiction

Contractor shall make available for Jurisdiction at least _____ (_) cubic yards of bulk Compost per calendar year for use in Jurisdiction parks and facilities at no cost to the Jurisdiction or at Jurisdiction-approved Rates or as otherwise agreed upon by the Jurisdiction and Contractor. Jurisdiction will notify Contractor as to the Jurisdiction's needs for delivery of finished Compost throughout the calendar year. Contractor shall deliver Compost within _____ (_) days of purchase/request to any accessible location within Jurisdiction limits. If Jurisdiction does not use or purchase Compost made available by Contractor by the end of the calendar year, the Jurisdiction no longer retains the right to purchase/use/request that bulk compost allocation that was reserved for that calendar year. Any of the ___ (__) cubic yards bulk Compost allotment that is not requested by the Jurisdiction during the calendar year shall not carry over into the next calendar year. Upon request, Contractor shall provide Jurisdiction with Compost lab results and specifications. All Compost provided by Contractor must meet or exceed State requirements for Compost quality, including those standards regarding Compost maturity, reduction of pathogens, elimination of weed seeds, and concentrations of physical contaminants such as glass, plastic, metal, and other Non-Organic Recyclables. All Compost provided by Contractor must be suitable for use in landscaping, parks, sports fields, and community gardens, and must be suitable for distribution to the general public, but shall not be required to be certified by the Organic Materials Review Institute (OMRI). Guidance: Some Jurisdictions receive these services "at no additional charge" while others pay for the services. Optional language is highlighted in the above provision to note these customization choices. Jurisdiction's legal counsel is advised to provide input on this item. Use of bulk Compost in Jurisdiction parks and facilities has been included as an option, but the Jurisdiction should insert other uses as applicable (e.g., public or community gardens).

Option 2: Bulk Mulch Provided by Contractor to Jurisdiction

Contractor shall make available to Jurisdiction at least _____ (_) cubic yards of bulk Mulch per calendar year for use in Jurisdiction parks and facilities at no additional cost to Jurisdiction or Customers or at Jurisdiction-approved Rates. The Mulch shall be approved in advance by the Jurisdiction. The Mulch shall meet all conditions pursuant to the definition of Mulch.

The Mulch shall be of a color specified by the Jurisdiction to the extent that the color specified by the Jurisdiction is locally commercially available. Jurisdiction will notify Contractor as to the Jurisdiction's needs for delivery of finished Mulch throughout the calendar year. Contractor shall deliver Mulch within _____ (_) days upon request of Jurisdiction to any accessible location within Jurisdiction limits at no additional cost to Jurisdiction. If Jurisdiction does not take delivery of Mulch made available by Contractor within _____ (_) calendar days of the end of the calendar year, Contractor's obligation to

deliver Mulch for said calendar year shall be deemed to be satisfied. Any of the _____ (_) cubic yards bulk Mulch allotment that is not requested by the Jurisdiction during the calendar year shall not carry over into the next calendar year. Guidance: Some Jurisdictions receive these services "at no additional charge" while others pay for the services. Optional language is highlighted in the above provision to note this customization choice. Jurisdiction's legal counsel is advised to provide input on this item. Use of bulk Mulch in Jurisdiction parks and facilities has been included as an option, but the Jurisdiction should insert other uses as applicable (e.g., public or community gardens).

Option 3: Compost and/or Mulch Distribution Events for Residents

At no cost to the Jurisdiction, Contractor shall distribute an annual total of at least ___ (___) insert number of one (1) cubic-foot bags or other receptacle/unit size of Compost and/or Mulch to Jurisdiction residents at _____ (_) public Compost distribution events per calendar year (such that Contractor shall provide at least _____ (_) bags per event). The location, date, and time of such events shall be mutually agreed upon by Contractor and the Jurisdiction Contract Manager and may be held in conjunction with other Jurisdiction-approved events. Contractor shall deliver the bagged Compost and/or Mulch to the agreed-upon event location at no cost to Jurisdiction. Contractor shall provide at least _____ (_) attendant(s) for at least _____ (_) hours per event. All Compost provided by Contractor must meet or exceed State requirements for Compost quality, including those standards regarding Compost maturity, reduction of pathogens, elimination of weed seeds, and concentrations of physical contaminants such as glass, plastic, metal, and other Non-Organic Recyclables. All Compost and/or Mulch provided by Contractor must be suitable for use in landscaping, parks, sports fields, and community gardens, and must be suitable for distribution to the general public, but shall not be required to be certified by the Organic Materials Review Institute (OMRI). The Mulch shall meet all conditions pursuant to the definition of Mulch. Jurisdiction may determine if the Compost and/or Mulch shall be given to residents at no charge or if residents shall be charged a fee for the Compost and/or Mulch. If a fee is to be charged, Contractor and Jurisdiction shall meet and confer to discuss the amount of the fee, process for collecting the fee, and use of the revenues received. Guidance: This provision should be modified based on the material type(s) distributed during these events: Compost, Mulch, or a combination of both. If using a combination, the Jurisdiction may wish to specify the amount required for each material type. Additionally, this provision calls for bagging of the Compost and/or Mulch for the distribution event, which is a popular approach with residents. The provision can be modified to structure a lower cost distribution event in which bulk Compost and/or Mulch is made available to residents to load themselves into resident-provided Containers. This example provision contemplates that distribution will occur at specific events; however, if the Jurisdiction's program includes distribution at a fixed facility rather than, or in addition to, events, that should be specified.

Option 4: Use of Renewable Natural Gas (RNG)

Guidance: Refer to Section 7.4.B for an option in which the Contractor uses RNG for its collection vehicles.

6.12 REPORT OF ABANDONED MATERIALS

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

6.13 NON-DISCRIMINATION IN PROVISION OF SERVICE

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

6.14 DISCARDED MATERIALS COMPOSITION STUDIES

Guidance: Some Jurisdictions include provisions in their agreements requiring the Contractor to support Discarded Materials composition studies conducted by the Jurisdiction or others, or to perform composition studies of Discarded Materials to quantify the percentage of materials in the Discarded Material stream by material type for various Customer types and/or routes. The results of the composition studies are typically used to plan programs and education efforts. These types of composition studies are more robust than the waste evaluations described in Section 6.2 and serve a different purpose. Jurisdictions may want to include an existing provision for composition studies in its Agreement, if they have one, subject to review and revision as needed, or may want to use provisions resulting from negotiations with their service provider. This type of provision is optional and not included in all agreements.

6.15 EMERGENCY SERVICES

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

ARTICLE 7: STANDARDS OF PERFORMANCE

7.1 GENERAL

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

7.2 OPERATING HOURS AND SCHEDULES

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

7.3 COLLECTION STANDARDS

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

7.4 COLLECTION VEHICLE REQUIREMENTS

A. **General Requirements**. Guidance: In this subsection, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

B. **Renewable Natural Gas (RNG) Vehicles**

Guidance: This is an optional section. Jurisdiction has the option to include RNG requirements to help reach compliance with the procurement targets specified in SB 1383 Regulations (14 CCR Section 18993.1). Options to specify RNG requirements may include requirements for Contractor to use RNG for some or all different vehicle types (e.g., roll-off, front-load, side-load, support) or for some or all types of Hauler Routes (e.g., Single-Family, Multi-Family, Commercial, Roll-Off routes). It is important to recognize that SB 1383 Regulations are specific about the type of RNG that qualifies for use toward the Jurisdiction's annual recovered Organic Waste product procurement target, in accordance with 14 CCR Section 18993.1. Specifically, RNG shall be 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 of CCR to recover Organic Waste. Furthermore, RNG procured from a publicly-owned treatment works (POTW) may only count toward a Jurisdiction's annual recovered Organic Waste product procurement target if it receives Organic Waste directly from certain types of Facilities and meets other requirements specified in 14 CCR Section 18993.1(h).

This example contemplates a situation where all Collection vehicles will use RNG; however, the Jurisdiction and Contractor may agree on only certain types of Collection vehicles or a certain number of Collection vehicles that will use RNG. This Section includes an option to insert a date when this requirement shall be met; however, a phased in approach with multiple dates could also be used, if desired.

All Collection vehicles used by Contractor under this Agreement shall be powered by RNG generated by the {insert name of publicly-owned treatment works in-vessel digestion facility} or powered by RNG that is purchased through a wheeling agreement with a party(ies), provided that the wheeling agreement is for purchase of 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 of CCR to recover Organic Waste and meets the requirements of 14 CCR Section 18993.1(h). Contractor shall comply with this requirement no later than insert date. Upon Jurisdiction's request, Contractor shall obtain and provide the Jurisdiction with a written certification by an authorized representative of the publicly-owned treatment works or the wheeling agreement service provider certifying that the in-vessel

digestion Facility produces the RNG consistent with the requirements of 14 CCR Section 18993.1(h). Contractor shall maintain records of the amount of RNG purchased and shall report this information in accordance with Exhibit G. Contractor shall agree to the Jurisdiction the right to report this RNG usage toward the Jurisdiction's fulfilment of its annual recovered Organic Waste product procurement target in accordance with 14 CCR Section 18993.1.

7.5 CONTAINER REQUIREMENTS

Guidance: This Section presents a scenario in which the Contractor provides all Containers for Collection services. If the Jurisdiction provides some or all of the Containers, this Section should be revised and Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. Some provisions provided in this Section, such as Container labeling, may be relevant to Jurisdiction-provided Container scenarios.

A. Provision of Containers by Contractor and Color Standards

Guidance: 14 CCR Section 18984.7 provides direction to Jurisdictions on the colors of the Collection Container bodies or lids to shift all Containers statewide to blue, green, and gray Containers for primary material types, brown for Food Waste, and other colors for additional material streams. A Jurisdiction must be in full compliance with the color requirements by January 1, 2036. It is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of SB 1383 Regulations prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first. The Container color options are summarized below. Following the color summary list are optional contract provisions presented for Jurisdictions that are color-compliant currently and Jurisdictions with non-compliant colors.

Blue Containers	Blue body and lid
	Blue body, gray lid
	Blue lid, any color body
Green Containers	Green body and lid
	Green body, gray lid
	Green lid, any color body
Brown Containers	Brown body and lid
	Brown body, gray lid
	Brown lid, any color body

Gray Containers (Gray Container Waste)	Gray body and lid
	Gray lid, any color body
Gray Containers (Mixed Waste)	Gray body and lid
	Gray lid, any color body

Other Container combinations (such as Split Containers or Containers for additional material streams) may be used, as described in this Section and Sections 5.5 and 5.9.

Hardware such as hinges and wheels on Containers may be any color.

For the purposes of the Model, the word "gray" has been used; however the definitions of Blue Container, Brown Container, Green Container, and Gray Container under SB 1383 Regulations (14 CCR Section 18982(a)) include gray or black as acceptable colors, where applicable. If the Jurisdiction would like to specifically use black Containers or black parts of Containers, pursuant to this Section, they may substitute the word "black" in this Section and throughout the Agreement wherever "gray" is used.

1. **General**

a. Option 1: Colors Already Compliant

Contractor shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Section 7.5 or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. At least _____ (___) days in advance of Contractor Container purchases or repainting of metal Containers, Contractor shall present proposed colors to the Jurisdiction for review and approval.

b. Option 2: Colors Not Compliant; Containers Replaced Upon Commencement

Guidance: Under 14 CCR Section 18984.7, Jurisdiction is not required to replace functional Containers prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first. Based on factors including cost, age of Containers, Contractor transition (if any), program timing, or other logistical concerns, the Jurisdiction shall determine the best time to transition their Container bodies and/or lids to compliant colors. The Jurisdiction may, but is not obligated to, require new Containers upon commencement of the Agreement, as represented in Option 2, or require new Containers at a later date during the term of the Agreement, as represented in Option 3.

As of the Commencement date of this Agreement, Contractor shall provide all Customers with new Collection Containers that comply with the Container color requirements specified in this Section or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law.

Contractor shall develop a detailed plan and timeline for distribution of new Containers to Customers and the emptying and removal of existing Containers from Customers, which may involve coordination with the Jurisdiction's current contractor. Contractor shall submit the plan to the Jurisdiction Contract Manager at a minimum of _____ (___)days prior to the Commencement Date for review and approval by Jurisdiction Contract Manager. When the distribution of Containers commences, Contractor shall provide a daily email or verbal report to the Jurisdiction Contract Manager on the status of the Container distribution process, areas of concerns and proposed resolutions, and other relevant information. The detailed plan shall include a description of the education and outreach efforts that will accompany the Container distribution process.

c. Option 3: Colors Not Compliant; Containers Replaced During the Term of the Agreement

Contractor shall use the Contractor-provided Collection Containers that are currently located at Customers' Premises or provide Customers with Collection Containers from Contractor's current inventory.

No later than insert date, Contractor shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Section or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. At least _____ (___) days in advance of Contractor Container purchases or repainting of metal Containers, Contractor shall present proposed colors to the Jurisdiction for review and approval. If an existing Container breaks or is otherwise rendered non-functional on or after January 1, 2022, the Contractor shall replace the non-functional Container with a Container that complies with the color requirements of this Section. Notwithstanding this Section, the Contractor 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 Section prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first.

2. **Blue Containers (Source Separated Recyclable Materials)**

Guidance: Blue Containers are considered color compliant if either the lid *or* the body are blue in color, as described in the guidance note at the beginning of this Section. If the lid is blue, the body may be any color, as represented in Option 1.

If the body is blue, the lid must be either gray or blue, as represented in Options 2 and 3, respectively.

Option 1: Blue Containers must have a lid that is blue in color; and a body that is insert any other color in color. Hardware such as hinges and wheels on the Blue Containers may be a different color.

Option 2: Blue Containers must have a body that is blue in color, and a lid that is gray in color. Hardware such as hinges and wheels on the Blue Containers may be a different color.

Option 3: Blue Containers must have a lid and body that is blue in color. Hardware such as hinges and wheels on the Blue Containers may be a different color.

3. **Green Containers (SSGCOW)**

Guidance: Green Containers are considered color compliant if either the lid *or* the body are green in color, as described in the guidance note at the beginning of this Section. If the lid is green, the body may be any color as represented in Option 1. If the body is green, the lid must be either gray or green, as represented in Options 2 and 3, respectively.

Option 1: Green Containers must have a lid that is green in color; and a body that is insert any other color in color. Hardware such as hinges and wheels on the Green Containers may be a different color.

Option 2: Green Containers must have a body that is green in color, and a lid that is gray in color. Hardware such as hinges and wheels on the Green Containers may be a different color.

Option 3: Green Containers must have a lid and body that are green in color. Hardware such as hinges and wheels on the Green Containers may be a different color.

4. **Gray Containers (Gray Container Waste or Mixed Waste)**

Guidance: Gray Containers are considered color compliant if either the lid *or* the body are gray in color, as described in the guidance note at the beginning of this Section. Mixed Waste and Gray Container Waste are both collected in Gray Containers and have the same color requirements.

Option 1: Gray Containers must have a lid that is gray in color, and a body that is insert any other color in color. Hardware such as hinges and wheels on the Gray Container may be a different color.

Option 2: Gray Containers must have a lid and body that are gray in color. Hardware such as hinges and wheels on the Gray Container may be a different color.

5. **Brown Containers (Food Waste)**

Guidance: Brown Containers are considered color compliant if either the lid or the body are brown in color, as described in the guidance note at the beginning of this Section. If the lid is brown, the body may be any color as represented in Option 1. If the body is brown then the lid must be gray or brown, as represented in Options 2 and 3 respectively.

Option 1: Brown Containers must have a lid that is brown in color; and a body that is insert any other color in color. Hardware such as hinges and wheels on the Brown Containers may be a different color.

Option 2: Brown Containers must have a body that is brown in color, and a lid that is gray in color. Hardware such as hinges and wheels on the Brown Containers may be a different color.

Option 3: Brown Containers must have a lid and body that are brown in color. Hardware such as hinges and wheels on the Brown Containers may be a different color.

6. **Split Containers**

Guidance: A Jurisdiction may provide 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 of 14 CCR Sections 18984.1,18984.2, and 18984.7. Examples of Split Containers that could be used include, but are not limited to, the following:

Option 1: Blue Split-Container (Dual-Stream Source Separated Recyclable Materials Collection)

For Split Containers that segregate SSBCOW and Non-Organic Recyclables, Contractor shall provide Split Containers with the section of the Container designated for the Collection of SSBCOW with a lid that is blue in color and a body that is insert any color in color. The section of the Container designated for the Collection of Non-Organic Recyclables must have a lid that is a lighter shade of blue than the SSBCOW section of the Container or insert any color not already designated for other materials specified in this Section 7.5 and a body that is insert any color. Hardware such as hinges and wheels on the Split Container may be a different color.

Option 2: Split Containers for Other Combinations of Materials

Guidance: For other Split Container scenarios, SB 1383 Regulations (14 CCR Sections 18984.1 and 18984.2) specify the following: (i) SSGCOW section must have a green lid; (ii) Source Separated Recyclable Materials section must have a blue lid; (iii) Food Waste section must have a brown lid; and, (iv) Gray Container Waste and Mixed Waste section must have a gray lid. The body of the Split Container is not required to be a specific color if the lids of the separate sections of the Split Container comply with the color requirements. Examples of color combinations for Split Containers may include, but are not limited to: Gray and Blue; Gray and Green; Blue and Brown; Blue and Green; Gray and Brown; Green and Brown; or, other colors (see "other" below). The example language below can be used to customize the various color combinations by replacing Material 1 and Material 2 and Colors 1 through 4 with the respective material streams and colors.

Option 2.a, Split-color Lids; Split-color Bodies: For Split Containers that segregate Material 1 and Material 2, Contractor shall provide Split Containers with the sections of the Containers designated for Collection of Material 1 with lids that are Color 1 (compliant color) in color, and bodies that are Color 2 (any color) in color. The sections of the Containers designated for Collection of Material 2 must have lids that are Color 3 (compliant color) in color, and bodies that are Color 4 (any color) in color. Hardware such as hinges and wheels on the Split Container may be a different color.

Option 2.b, Split-color Lids; Single-color Body: For Split Containers that segregate Material 1 and Material 2, Contractor shall provide Split Containers with the sections of the Containers designated for Collection of Material 1 with lids that are Color 1 in color. The sections of the Containers designated for Collection of Material 2 must have lids that are Color 2 in color. The bodies of the Split Containers must be Color 3 (insert any color) in color. Hardware such as hinges and wheels on the Split Container may be a different color.

7. **C&D Bins and Roll-Off Boxes**. Bins and Roll-Off Boxes for Collection of C&D may be in any color, provided that the colors do not conflict with the Container color requirements of this Section 7.5 and provided that the C&D Container colors are consistent for all C&D Containers. The C&D Container color shall be reviewed and approved by the Jurisdiction.

8. **Colors for Other Organic Streams**

Guidance: Additional Containers, or sections of Split Containers provided for Collection of additionally Source 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 7.5. The examples provided below contemplate using a different color than those provided above (labeled as "Color X" for the purposes of this Model, which should be replaced with a specific color) for Collection of a specific type of Source Separated Organic Waste (insert the specific type of Organic Waste below).

Option 1: (Color X – insert any color not specified above) Lids; Any Color Bodies. Containers for the Collection of Source Separated (insert material type) must have lids that are Color X in color and bodies that are insert any color in color. Hardware such as hinges and wheels on Color X Containers may be a different color. Guidance: An example of how this option can be used is as follows: "Maroon Lids, Gray Bodies. Containers for the Collection of Source Separated manure must have lids that are maroon in color and bodies that are gray in color. Hardware such as hinges and wheels on the maroon Containers may be a different color."

Option 2: (Color X) Bodies; Matching or Gray Lids. Containers for the Collection of Source Separated (insert material type) must have bodies that are Color X in color and lids that are Color X or gray in color. Hardware such as hinges and wheels on Color X Containers may be a different color.

B. **Labeling Requirements**

Guidance: SB 1383 Regulations (14 CCR Section 18984.8) specify that commencing on January 1, 2022, a Jurisdiction shall place a label on each new Container or lid provided to Generators specifying what materials are allowed to be placed in each Container and shall clearly indicate primary items that are Prohibited Container Contaminants for each Container. Compliance may be achieved with labels or imprinted text or graphics images. Note that the Container labeling requirements do not apply to Jurisdictions using the Performance-Based Compliance Approach. The Jurisdictions using the Performance-Based Compliance Approach may, however, choose to include this provision as a strategy for reducing contamination to achieve the Approved/Designated Processing Facility and Gray Container Organic Waste performance standards.

Option 1: Labels on New Containers or New Lids

Commencing on or before January 1, 2022 or insert earlier date if desired, Contractor shall place a label on each new Container body or lid that includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering labels for Containers, Contractor shall submit a copy of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the Jurisdiction Contract Manager for approval.

Option 2: Imprinted or In-Mold Labels for New Containers or New Lids

On or before January 1, 2022 or insert earlier date if desired, Contractor shall imprint new Container bodies or lids with text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering any Containers or lids with in-mold labels, Contractor shall submit a

sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the Jurisdiction Contract Manager for approval.

Option 3: Labels for Existing Containers

Guidance: Labeling requirements under SB 1383 Regulations (14 CCR Section 18984.8) only apply to new Containers. Jurisdictions may include re-labeling requirements for existing Containers in addition to the requirements for labeling new Containers, but this is not required. The dates for labeling existing Containers and labeling new Containers may be different, if desired, but all new Containers must meet labeling requirements of SB 1383 Regulations (14 CCR Section 18984.8) commencing January 1, 2022.

On or before insert date, Contractor shall place a label on the body or lid of each Container that has been provided to a Customer that includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering labels for Containers, Contractor shall submit a copy of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the Jurisdiction Contract Manager for approval.

Option 4: Imprinted or In-Mold Labels for Existing Containers

Guidance: Labeling requirements under SB 1383 Regulations (14 CCR Section 18984.8) only apply to new Containers. Jurisdictions may include re-labeling requirements for existing Containers in addition to the requirements for labeling new Containers, but this is not required. The dates for labeling existing Containers and labeling new Containers may be different, if desired, but all new Containers must meet labeling requirements of SB 1383 Regulations (14 CCR Section 18984.8) commencing January 1, 2022.

On or before insert date, Contractor shall imprint the bodies or lids of Containers that have been provided to Customers with text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering any Containers or lids with in-mold labels, Contractor shall submit a sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the Jurisdiction Contract Manager for approval.

Option 5: Combination of Labels and In-Mold Labels

Guidance: Contractor may choose to use a combination of labels and in-mold labels. For example, Contractor may choose in-mold labels for Carts and printed labels for other Containers. Combine Options 1 and 2 to address this scenario, or if using the optional labeling of existing Containers, combine Options 3 and 4. A Jurisdiction may

also choose to include a combination of labeling new and existing Containers (e.g., by choosing Options 1 and 3).

C. **Container Standards**

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. Section 7.9 includes an optional "Buy-Recycled Policy." If Jurisdiction decides to include Section 7.9, or a similar policy, Jurisdiction should update this subsection to include specifications regarding recycled-content plastic for Containers and kitchen pails, as applicable.

D. **Wildlife Resistant Containers**

Guidance: If wildlife concerns are applicable, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

E. **Repair and Replacement of Containers; Inventory**

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

F. **Container Maintenance, Cleaning, Painting**

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. If the Jurisdiction's current language does not include provisions regarding cleaning, the Jurisdiction may consider adding such provisions. Program roll-outs in response to the requirements of SB 1383 Regulations will lead to an increase in Containers for Organic Waste in most Jurisdictions, which may require additional cleaning due to the putrescible material.

G. **Jurisdiction Ownership of Containers at End of Term**

Guidance: At their option, Jurisdictions may consider including a provision that addresses Jurisdiction ownership of Containers at the end of the term. If applicable, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

H. **Enclosures**

1. **Enclosure Specifications**. Guidance: If applicable, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service

provider.

2. **Cart and Bin Containers**. Guidance: If applicable, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

3. **Level of Service after Collection**. Guidance: If applicable, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

7.6 PERSONNEL

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

7.7 HAZARDOUS WASTE INSPECTION AND HANDLING

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

7.8 DIVERSION REQUIREMENTS

Guidance: SB 1383 establishes targets to achieve a 50 percent (50%) reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent (75%) reduction by 2025. SB 1383 does not include any numeric Organic Waste Disposal reduction targets or Diversion targets for Jurisdictions. For this reason, no example language is provided in this Section. This Section is included as a placeholder in the event the Jurisdiction chooses to establish Landfill Disposal reduction targets or Diversion goals for its Contractor(s), which may be important for supporting various Jurisdiction plans and policies, such as its climate action plan, greenhouse gas reduction plans, plans for compliance with AB 939, AB 341, and AB 1826, and more. Sample language is not provided given that SB 1383 does not have specific targets for Jurisdictions and because Jurisdictions' approaches to recovery requirements vary in many different ways. A Jurisdiction that wants to specify Diversion requirements to achieve their specific goals will need to use their existing contract provisions, subject to review and revision as needed, or use provisions resulting from negotiations with their service provider.

7.9 BUY-RECYCLED POLICY

Guidance: This Section 7.9 contains optional provisions that require and/or encourage purchase of recycled materials by the Contractor. These provisions are not required by the SB 1383 Regulations, but may be desired for alignment with goals of reducing waste and increasing use of recycled products.

The Contractor shall comply with the purchasing and recordkeeping requirements described in this Section.

A. **Recycled-Content Paper.** The Contractor shall procure Paper Products and Printing and Writing Paper for invoices, billing statements and inserts, reports, and public education materials, consistent with the requirements of the Public Contract Code (PCC) Sections 22150 through 22154. Additionally, Paper Products and Printing and Writing Paper procured by the Contractor shall be eligible to be labeled with an unqualified recyclable label, as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013). Contractor shall state on all materials prepared with post-consumer recycled content the following: "Printed on Recycled Paper." In accordance with 14 CCR Section 18993.3(c), the Contractor 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 Contractor. The certification shall be furnished under penalty of perjury in a form and manner determined by the Contractor and approved by Jurisdiction. 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; and,

2. That the Paper Products and Printing and Writing Paper offered or sold to the Contractor are eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12 (2013).

Guidance: Jurisdictions are required to meet certain recycled-content paper procurement targets under the SB 1383 Regulations (14 CCR Section 18993.3). Unlike the Jurisdiction's annual recovered Organic Waste product procurement target (14 CCR Section 18993.1), purchases made by a designee, such as the Contractor, do not count toward the Jurisdiction's recycled-content paper procurement requirement. While not required by SB 1383 Regulations, including recycled-content paper procurement provisions for the Jurisdiction's hauler(s) aligns with similar requirements for the Jurisdiction and supports the overall goal of using recovered Organic Waste products, including paper. The green text above shows language from the SB 1383 Regulations, but as mentioned, these requirements apply only to Jurisdictions and are optional for haulers.

B. **Re-Refined Motor Oil.** Contractor shall be encouraged, but not required, to use re-refined motor oil for its Collection Vehicles.

C. **Recycled Plastic.** Contractor shall purchase Carts and kitchen pails that contain a minimum of _____ percent (___ %) post-consumer content. All Carts and kitchen pails shall be one-hundred percent (100%) recyclable.

D. **Recordkeeping Requirements.** Contractor shall maintain records that demonstrate ongoing compliance with these requirements, including, but not limited to, copies of receipts, invoices, or other proof of purchase that describe the products purchased, by volume and type for all products specified in this Section; and, copies of certifications or other verifications required by Section 7.9.A above. Contractor shall submit these records, upon Jurisdiction request, in accordance with Exhibit G.

ARTICLE 8: RECORD KEEPING AND REPORTING

Contractor shall maintain records and reports in accordance with Exhibit G and shall allow Jurisdiction to audit and inspect records as described in Exhibit G.

ARTICLE 9: JURISDICTION FEES

Guidance: In this Article, Jurisdictions are advised to include franchise fee and/or other Jurisdiction fee provisions from their existing contracts, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. To address SB 1383 Regulations, Jurisdictions may consider one or more new fees to fund SB 1383 Regulatory programs. Such new fees shall be subject to Jurisdiction's legal counsel opinion on whether to include in the franchise agreement, whether potential conflicts with other statutes or regulations may arise, how to set and periodically adjust such fees, and if the performance of a nexus fee study is warranted.

9.1 SB 1383 REGULATORY REIMBURSEMENT

Guidance: The example provisions below illustrate Contractor payment to the Jurisdiction of fixed monthly and quarterly amount. Reimbursements to support SB 1383 Regulatory compliance can take other forms and the example language can be modified to reflect the form selected by the Jurisdiction. For example, Jurisdictions may consider establishing an SB 1383 Regulatory reimbursement as a monthly amountper Customer (potentially with different amounts for Single-Family, Multi-Family, and/or Commercial Customers); an amount collected on a percentage basis of monthly or quarterly Rate revenues; amount collected on a per-Ton basis; etc. Jurisdictions are advised to consult with legal counsel to determine a reimbursement cost structure that meets their needs for predictability, equity, and other criteria and considers Applicable Law and recent court decisions related to assessment of similar cost reimbursements.

Option 1: Monthly SB 1383 Regulatory Reimbursement

The Contractor shall pay an SB 1383 Regulatory Reimbursement to Jurisdiction each month. The amount of the SB 1383 Regulatory Reimbursement shall be _____ dollars ($_____) per month in Rate Period One. Jurisdiction shall use the SB 1383 Regulatory Reimbursement to offset expenses, including but not limited to, staffing costs related to Jurisdiction programs, pilot studies, education and outreach campaigns, technical assistance to Customers, reporting, compliance, enforcement, or other activities involved in compliance with SB 1383 Regulations. The Jurisdiction shall retain the sole right to set priorities for the use of its SB 1383 Regulatory Reimbursement. This fee shall be considered an allowable cost of business not subject to profit mark-up and included in the Contractor's Compensation pursuant to Article 10.

The amounts of the SB 1383 Regulatory Reimbursement for subsequent Rate Periods shall be adjusted annually by the same Annual Percentage Change in the CPI-U, calculated in accordance with the adjustment method described in Article 10, or shall be the amount specified by the Jurisdiction.

Option 2: Quarterly Payment of State Compliance Administration Reimbursement

The Contractor shall pay Jurisdiction an annual State Compliance Administration Reimbursement, in the amount of _____ dollars ($_____) in increments of _____ dollars ($_____) per quarter. The State Compliance Administration Reimbursement shall be increased annually, starting July 1, 2022, by the percentage change in the Consumer Price Index, calculated in accordance with Article 10.

The amount of the State Compliance Administration Reimbursement for subsequent Rate Periods shall be adjusted annually by the same Annual Percentage Change in the CPI-U, calculated in accordance with the adjustment method described in Article 10, or shall be the amount specified by the Jurisdiction.

9.2 FOOD RECOVERY PROGRAM CONTRIBUTION

Option 1: Fixed Annual Food Recovery Program Contribution

The Contractor shall provide an annual contribution to the Jurisdiction to support the Jurisdiction's Food Recovery program efforts. The amount of the contribution shall be _____ dollars ($_____) per year in Rate Period One, and shall be submitted to the Jurisdiction on a monthly basis in an amount equal to _____ dollars ($_____). Jurisdiction shall use the Food Recovery contribution to offset expenses, including, but not limited to, staffing costs related to Jurisdiction Food Recovery programs, pilot studies, education and outreach campaigns, technical assistance to Generators, reporting, compliance, enforcement, or other activities involved in Food Recovery efforts to support compliance with SB 1383 Regulations. The Jurisdiction shall retain the sole right to set priorities for the use of the Contractor's Food Recovery program contribution.

The amounts of the Food Recovery program contribution for subsequent Rate Periods shall be adjusted annually by the same Annual Percentage Change in the CPI-U,

calculated in accordance with the adjustment method described in Article 10, or shall be the amount specified by the Jurisdiction.

Option 2: Variable Food Recovery Program Contribution

Guidance: This example contemplates that the Food Recovery program contribution will be a variable payment based on the number of Generator accounts. If choosing a variable payment based on Generator accounts, additional nuances, such as the type and size of each Generator, may influence this payment. For example, a large wholesale produce market that generates a significantly higher volume of Edible Food than a small restaurant, would require more time and effort and incur greater costs for the Food Recovery Organizations and Food Recovery Services with which they partner. The Jurisdiction may wish to establish a prorated payment system based on generator size, type, or other local factors to address this nuance and should modify this section accordingly.

Additionally, the language in this option generally states the number of "Generator accounts." If the Jurisdiction wishes to specify certain Generator types (e.g., all Generators, only Commercial Generators, or only Commercial Edible Food Generators), this Section should be amended accordingly.

The Contractor shall provide an annual contribution to the Jurisdiction to support the Jurisdiction's Food Recovery program efforts. The amount of the contribution shall be equal to _____ dollars ($__) per ___ (__) Generator accounts; and/or specify other variables per month/quarter/year in Rate Period One, and shall be submitted to the Jurisdiction on a monthly/quarterly/annual basis. Jurisdiction shall use the Food Recovery contribution to offset expenses, including, but not limited to, staffing costs related to Jurisdiction Food Recovery programs, pilot studies, education and outreach campaigns, technical assistance to Generators, reporting, compliance, enforcement, or other activities involved in Food Recovery efforts to support compliance with SB 1383 Regulations. The Jurisdiction shall retain the sole right to set priorities for the use of the Contractor's Food Recovery program contribution.

The amounts of the Food Recovery program contribution for subsequent Rate Periods shall be adjusted annually by the same Annual Percentage Change in the CPI-U, calculated in accordance with the adjustment method described in Article 10, or shall be the amount specified by the Jurisdiction.

ARTICLE 10: COMPENSATION AND RATE REGULATION

Guidance: Jurisdictions are advised to include compensation and Rate adjustment provisions from Jurisdiction's existing contract, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. If the Jurisdiction is using existing language, considerations for revisions may include

factoring in the increased cost for the Contractor's provision of SB 1383 Regulatory programs.

ARTICLE 11: INDEMNITY, INSURANCE, AND PERFORMANCE BOND

11.1 INDEMNIFICATION OF JURISDICTION

Guidance: In this Section, Jurisdictions are advised to include indemnity provisions from their existing contract, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. One additional for consideration is the inclusion of an SB 1383 Regulatory indemnification provision. An example is provided below.

CalRecycle Indemnification. Contractor's duty to defend and indemnify herein includes payment of all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations are not met by the Contractor with respect to the Discarded Materials 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 delays in providing information that prevents Contractor or Jurisdiction from submitting reports required by AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations in a timely manner. The provisions of this Section shall survive the termination or expiration of this Agreement.

11.2 INSURANCE REQUIREMENTS

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

11.3 PERFORMANCE BOND

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

ARTICLE 12: DEFAULT AND REMEDIES

12.1 EVENTS OF DEFAULT

Guidance: In this Section, Jurisdictions are advised to include list of default events from their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. Jurisdictions may also consider including one or more of the following provisions related to SB 1383

Regulatory requirements, if desired. Jurisdictions may find that some default events included in their existing franchise agreement may address these items and/or could easily be adapted to do so.

A. **Failure to Implement Collection Program**. Contractor fails to implement a Collection program that complies with the requirements of Section 5.___ to 5.___.

B. **Failure to Provide Processing Capacity**. Contractor fails to provide adequate Processing capacity in accordance with Section 6.1 and Exhibit E.

C. **Failure to Achieve Processing Standards**. Contractor fails to achieve the Processing standards specified in Section 6.1 and Exhibit E including achievement of minimum Organic Waste recovery rates.

D. **Failure to Comply with Other Requirements of SB 1383 Regulations**. Contractor fails to comply with other requirements of the Agreement including public education, reporting, contamination monitoring, recordkeeping, or other obligations of this Agreement that delegate Jurisdiction's responsibility and/or authority under SB 1383 Regulations to Contractor.

12.2 SUSPENSION OR REVOCATION; DISPUTE RESOLUTION

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

12.3 RIGHT TO TERMINATE UPON DEFAULT

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

12.4 JURISDICTION'S REMEDIES CUMULATIVE: SPECIFIC PERFORMANCE

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

12.5 EXCUSE FROM PERFORMANCE

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

12.6 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions

resulting from negotiations with their service provider.

12.7 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

Guidance: Many jurisdictions include Liquidated Damages in their franchise agreement as a mechanism for providing Contractor accountability to key performance standards. Use of a Liquidated Damages provision to link Contractor's performance to penalties established in 14 CCR, Division 7, Chapter 12, Article 16, may be of interest to Jurisdictions. For this reason, this Section is provided as an example and Exhibit F presents examples of specific Liquated Damages for consideration. Jurisdictions with existing Liquidated Damages provisions may choose to use the language in its existing agreement, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

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 Jurisdiction as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of 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.

B. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards**. The Parties further acknowledge that consistent, reliable Collection services are of utmost importance to Jurisdiction and that Jurisdiction has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Agreement to it. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance and to support Jurisdiction's compliance with various State statutes and corresponding regulations including, but not limited to, AB 939, AB 341, AB 1826, and SB 1383. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, Jurisdiction 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 Jurisdiction will suffer. Therefore, without prejudice to Jurisdiction'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 Exhibit F of this Agreement and the Liquidated Damage amounts therein 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 Jurisdiction that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the Liquidated Damages, Exhibit F.

Before assessing Liquidated Damages, Jurisdiction shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s) and non-performance. Jurisdiction may review (and make copies at its own expense) all information in the possession of Contractor relating to incident(s) and/or non-performance. Jurisdiction may, within ___ (__) Business Days after issuing the notice, request a meeting with Contractor. Jurisdiction may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. Jurisdiction Contract Manager will provide Contractor with a written explanation of their determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 12.7. Within ___ (__) Business Days of receipt of such notice of intention to assess Liquidated Damages, Contractor may request that no Liquidated Damages may be imposed on Contractor until Contractor has been given a reasonable opportunity to respond to allegations and to meet and confer with the City Manager/Executive Officer/Director. Any subsequent appeals by Contractor shall be addressed in accordance with Section 12.8.

C. **Amount**. Jurisdiction 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 Exhibit F, subject to annual adjustment described below.

D. **Timing of Payment**. Contractor shall pay any Liquidated Damages assessed by Jurisdiction within ___ (__) Business Days of the date the Liquidated Damages are assessed. If they are not paid within the ___ (__) Business Day period, Jurisdiction may proceed against the performance bond required by the Agreement, order the termination of the rights or "franchise" granted by this Agreement, or all of the above. Guidance: Include the reference to a performance bond in this paragraph only if Jurisdiction has required Contractor's provision of a bond.

12.8 DISPUTE RESOLUTION

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider.

ARTICLE 13: OTHER AGREEMENTS OF THE PARTIES

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. The list of the example Section headings is provided for illustration purposes only. Jurisdiction's legal counsel may choose to not include some items and may add others.

13.1 RELATIONSHIP OF PARTIES

13.2 COMPLIANCE WITH LAW

13.3 GOVERNING LAW

13.4 JURISDICTION

13.5 ASSIGNMENT

13.6 BINDING ON SUCCESSORS

13.7 PARTIES IN INTEREST

13.8 WAIVER

13.9 CONTRACTOR'S INVESTIGATION

13.10 NOTICES

13.11 REPRESENTATIVE OF THE PARTIES

13.12 DECLARED STATE OF EMERGENCY

13.13 NOTICE

ARTICLE 14: MISCELLANEOUS AGREEMENTS

Guidance: In this Section, Jurisdictions are advised to use their existing contract provisions, subject to review and revision as needed, or are advised to use provisions resulting from negotiations with their service provider. The list of the example section headings is provided for illustration purposes only. Jurisdiction's legal counsel may choose to not include some items and may add others.

14.1 AFFIRMATIVE ACTION

14.2 PRIVACY

14.3 PUBLIC RECORDS ACT

14.4 ENTIRE AGREEMENT

14.5 SECTION HEADINGS

14.6 REFERENCES TO LAWS

14.7 INTERPRETATION

14.8 AMENDMENT

14.9 SEVERABILITY

14.10 COUNTERPARTS

14.11 EXHIBITS

Guidance: The following signature page is provided as an example only. Jurisdictions should use the format of their existing signature page and amend if needed subject to direction of their attorney.

Jurisdiction Name
A Municipal Corporation "Jurisdiction"

Insert Name Date
Mayor/Board Chair

Insert Name Date
Jurisdiction Manager

The Foregoing Agreement has been reviewed and approval Is recommended:

Insert Name Date
Insert Person's Title, Insert Department name

APPROVED AS TO FORM:

Insert Name Date
Jurisdiction Attorney

ATTEST:

Insert Name Date
Jurisdiction Clerk

"CONTRACTOR"

Signature Date

Print Name of Signatory

Title of Signatory

Signature Date

Print Name of Signatory

Title of Signatory

Jurisdiction Business License #

Resolution Insert Resolution #
Approved by Council/Board

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Item 6.A

California Recycling Requirements and SB 1383: Short-lived Climate Pollutants Update

Attachment 3

Draft CalRecycle Mandatory Organic Waste Disposal Reduction Ordinance

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CalRecycle

SB 1383 Implementation Tools

Model Mandatory Organic Waste Disposal Reduction Ordinance

DRAFT
DATE

Prepared by
HF&H Consultants, LLC
in conjunction with
Debra Kaufman Consulting

DISCLAIMER

This Model Tool is for informational and example purposes only. It should not merely be duplicated without consideration of an individual jurisdiction's particular needs or circumstances. It is not intended to cover each and every situation, nor can it anticipate specific needs. In developing this Model Tool, CalRecycle and its consultants (HF&H Consultants in conjunction with Debra Kaufman Consulting) have attempted to ensure that the language herein aligns with the SB 1383 regulations; however, in the event of any conflict, the language in the regulations shall prevail over language in the Model Tool and determination of regulatory intent and interpretation should be appropriately guided by the regulatory language and the official rulemaking record of which this Model Tool is not a component. CalRecycle and its consultants make no representation that use of this Model Tool will ensure compliance with regulatory requirements. This Model Tool does not constitute legal advice. Jurisdictions are encouraged to seek legal counsel appropriate to their particular circumstances regarding compliance with regulatory requirements.

SB 1383 regulations do not dictate that jurisdictions use this Model Ordinance or other ordinance to establish an enforceable mechanism to regulate entities compliance with SB 1383 requirements and standards. Jurisdictions may use an ordinance or other enforceable mechanisms as appropriate pursuant to SB 1383 regulations (14 CCR Section 18981.2(a)).

ACKNOWLEDGEMENTS

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GUIDANCE ON THE MODEL MANDATORY ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE

The California Department of Resources Recycling and Recovery (CalRecycle) oversees a variety of programs and policy initiatives to reduce the amount of solid waste sent to landfills and promote recycling in California, including organic waste recycling under SB 1383. SB 1383, as enacted in 2017 (Lara, Chapter 395, Statutes of 2016), establishes statewide targets to reduce the statewide disposal of organic waste by 50 percent by 2020 and 75 percent by 2025; and requires that not less than 20 percent of edible food that is currently disposed be recovered for human consumption by 2025. For the purposes of this document, "SB 1383 regulations" or "SB 1383 regulatory" requirements refer to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of Title 14, Division 7 of the California Code of Regulations (CCR), and amended portions of regulations of Title 14 CCR and Title 27 CCR. The SB 1383 regulations set forth a variety of programmatic and policy-related requirements for jurisdictions, generators, and other entities to support the Statewide goals of SB 1383.

To support jurisdictions and other regulated entities with implementing programs and policies to reach compliance with SB 1833 regulations, CalRecycle offers four Model Implementation Tools including a Model Franchise Agreement, Model Mandatory Organic Waste Disposal Reduction Ordinance, Model Recovered Organic Waste Product Procurement Policy, and Model Food Recovery Agreement. These tools are available for jurisdictions to use and customize to meet their unique needs.

INTRODUCTION

This Guidance supports the use of the Model Mandatory Organic Waste Disposal Reduction Ordinance (Model). The Model was created recognizing that jurisdictions throughout the State are required by SB 1383 regulations to adopt an ordinance or other similarly enforceable mechanism by January 1, 2022, to mandate that organic waste generators, haulers, and other entities subject to the requirements of SB 1383 regulations and subject to the jurisdiction's authority, comply with SB 1383 regulatory requirements. The Model supports establishment of enforceable SB 1383-related requirements for organic waste generators, haulers, and other entities subject to the jurisdiction's authority. It also provides a tool for jurisdictions to regulate those entities' compliance with SB 1383 regulations. Some jurisdictions may choose to adopt such an ordinance or amend an existing ordinance earlier than January 1, 2022. While a jurisdiction may designate a public or private entity to fulfill some of its SB 1383 regulatory responsibilities via contracts or written agreements, the jurisdiction itself remains responsible for its SB 1383 compliance and enforcing other entities' compliance with the SB 1383 regulatory items

contained in the ordinance. Under SB 1383 regulations, the jurisdiction is also not allowed to delegate the authority to impose civil penalties to a private entity.

Note: SB 1383 regulations do not dictate that jurisdictions use this Model Ordinance or other ordinance to establish an enforceable mechanism to regulate entities' compliance with SB 1383 regulatory requirements and standards. Jurisdictions may use an ordinance or other enforceable mechanisms as appropriate, pursuant to SB 1383 regulations (14 CCR Section 18981.2(a)).

The Model includes and addresses the SB 1383 regulatory requirements that jurisdictions need to enforce on other entities, including requirements for generators to participate in organic waste collection programs or self-haul organic waste to processing; multi-family and business owners and property managers to support organic waste disposal reduction; commercial edible food generators to recover edible food through contracts or written agreements with food recovery organizations and services; and more. There are other SB 1383 regulatory requirements placed on the jurisdictions that are not included in this Model that may be enforced by CalRecycle on the jurisdiction (and others) including certain recordkeeping, contamination monitoring, procurement, and outreach requirements. These other jurisdictional requirements of SB 1383 regulations may need to be addressed in the jurisdiction's ordinance or separately from their ordinance via incorporation into jurisdiction's other internal policies, guidance, municipal code, and/or other planning documents and guidelines.

Jurisdictions should consult with their legal counsel to determine the best avenue for incorporating these other requirements into their relevant policies, codes, and practices. For example, procurement requirements specified in 14 CCR, Division 7, Chapter 12, Article 12 are presented in the Model Procurement Policy; however, some jurisdictions may determine that some or all of the procurement requirements should be addressed in their ordinance. In such case, the ordinance shall be expanded beyond the scope provided herein to incorporate additional procurement requirements.

The Model has been developed to provide an easy-to-use and highly customizable template for creating an ordinance. The guidance provided herein highlights important considerations to keep in mind when using the Model; customization strategies to adapt the Model to fit jurisdictions' unique conditions, and includes tips and list of additional resources. The jurisdiction may use this model ordinance in its entirety or use only relevant parts of the ordinance.

IMPORTANT CONSIDERATIONS

- **New Ordinance or Amendment of Existing Ordinance.** The Model is designed to be highly customizable for jurisdictions, providing options to address a range of program and policy choices. It can be used by jurisdictions drafting a new ordinance and those amending an existing ordinance. If jurisdictions are amending an existing ordinance, example provisions from the Model can be integrated into their existing ordinance. Jurisdictions should be mindful of the fact that this Model is intended to

focus on SB 1383 regulatory requirements. A jurisdiction may choose to integrate additional provisions into its ordinance to: (i) provide more clarification on how regulated entities are expected to comply; (ii) expand beyond the SB 1383 regulatory requirements; and/or (iii) include other solid waste handling and diversion requirements.

- **SB 1383 Regulatory Requirements**. Each jurisdiction is responsible for understanding and achieving compliance with SB 1383 regulations. Use of the Model Ordinance does not exempt a jurisdiction from complying with all SB 1383 regulatory requirements. The Model Ordinance includes example language that supports compliance with some, but not all SB 1383 regulatory requirements. The Model Ordinance is designed to enable the jurisdiction to require and enforce provisions that SB 1383 regulations require jurisdictions to require and enforce. It does not include the requirements on the jurisdiction itself, which CalRecycle will be enforcing on the jurisdiction, including recordkeeping, contamination monitoring, recovered organic waste product procurement target attainment, and outreach and education. It is advised that jurisdictions thoroughly review the SB 1383 regulations and take necessary actions to ensure full compliance.

  In instances where language from the SB 1383 regulations are incorporated into the Model Ordinance, the language is shown in blue font. The SB 1383 regulation-specific content in blue font follows closely with SB 1383 regulatory language; however, in many cases, the wording of SB 1383 regulatory requirements was adapted to fit the context of the Model Ordinance, conform with defined terms, or be framed with sufficient detail for the Model Ordinance. Additional information on SB 1383 regulations is embedded in many of the guidance notes.

  Black font identifies language that is not specific to SB 1383 regulations. In most cases, it relates to the requirements of SB 1383 regulations and has been included to provide the context to understand how SB 1383 regulation-related provisions can be integrated into an ordinance. In other cases, it presents example language to provide the framework of a typical ordinance and guidance notes generally indicate that it is example language that is not required by SB 1383 regulations.

- **Involve Legal Counsel**. Any ordinance that results from use of the Model shall not be considered to have undergone legal counsel review. Each jurisdiction is responsible for involving its legal counsel to perform legal review and approval processes typically required by the jurisdiction for approval of such ordinances.

- **Engage with Affected Entities** When adopting a new or amended ordinance, it is advised that the review and adoption process involve engagement with the regulated entities, which will help with the implementation process as they will be more aware of the upcoming requirements. For example, engagement with organic waste generators, haulers, food recovery organizations, and food recovery services may help jurisdictions to obtain useful input from these stakeholders.

- **Example Language Only**. The provisions in the Model Ordinance are examples of how some SB 1383 regulatory requirements may be integrated and worded in an ordinance. Jurisdictions are not required to use this exact language. The language does, however, reflect the requirements that jurisdictions are required to place on others. All language should be considered in the context of the specific requirements contained in the SB 1383 regulations and the jurisdictions' unique conditions.

CUSTOMIZATION CONSIDERATIONS

The Model Ordinance is designed to be customizable for a diverse range of jurisdictions, while providing flexibility for each jurisdiction using the Model to reflect their needs. For example, the Model includes a range of options for collection programs (three-, three-plus, two-, and one-container programs; split carts; uncontainerized collection; etc.).

Each jurisdiction will want to capture its local systems and unique approach to its organics collection program and services. As such, jurisdictions are advised to consider the following general items when crafting their ordinance. More specific guidance is included in the Model.

1. GUIDANCE AND OPTION NOTES

Guidance notes are integrated into the Model Ordinance to explain how specific sections and provisions of the Model can be customized for a jurisdiction's needs. General guidance notes are highlighted green. Notes in blue identify various options or areas where specific information is to be inserted or selected.

The Model Ordinance addresses common variations of programs and service options; however, addressing all jurisdictional scenarios was not practical. Given this, some jurisdictions may need to customize some sections of the Model to reflect their conditions by drawing on example provisions in the Model as a starting point. This may be especially true for rural, low-population, or high-elevation jurisdictions that may qualify under SB 1383 regulations for waivers or exemptions from specific requirements (subject to CalRecycle approval of such waivers).

2. STANDARD COMPLIANCE OR PERFORMANCE-BASED COMPLIANCE APPROACH

The terms "Standard Compliance Approach" and "Performance-Based Compliance Approach" are used throughout the Model Ordinance in some section titles, guidance notes, and customization notes. For the purpose of the Model, "Standard Compliance Approach" means the method for complying with the SB 1383 regulations through implementation of organic waste collection programs and policies in accordance with 14 CCR Division 7, Chapter 12, Article 3 and associated requirements. Generally, all provisions in the SB 1383 regulations, other than 14 CCR, Division 7, Chapter 12, Article

17, apply to the Standard-Compliance Approach, unless the Performance-Based Compliance Approach is specifically referenced. For the purpose of the Model, "Performance-Based Compliance Approach" means the "performance-based source separated collection service" that meets the requirements of 14 CCR Division 7, Chapter 12, Article 17, or as otherwise defined by 14 CCR Section 18982(a)(52.5), and all associated requirements.

The compliance approach chosen will affect the provisions and structure of a jurisdiction's ordinance. Some sections in the Model Ordinance are specific to jurisdictions using the Standard Compliance Approach and Performance-Based Compliance Approach and are labeled accordingly. Jurisdictions should use only the sections relevant to their compliance approach and delete the other sections. If section labeling does not identify either of these approaches, the section is applicable to jurisdictions using either type of approach.

For jurisdictions that are adopting a Performance-Based Compliance Approach, jurisdictions should consider the requirements from which they are exempt pursuant to SB 1383 regulations (14 CCR Section 18998.2). Some jurisdictions may decide it is prudent to include these requirements in their ordinance with a mechanism that allows the provisions to be triggered automatically, within a specified time frame, in the event the jurisdiction does not meet the requirements of the Performance-Based Compliance Approach and such compliance exceptions are no longer valid. Other jurisdictions may choose not to include provisions related to the compliance exceptions and amend their ordinance in the future if the jurisdiction does not meet the requirements of the Performance-Based Compliance Approach. The Model Ordinance reflects the later approach.

3. TYPE OF JURISDICTION

Some SB 1383 regulatory requirements differ based on the type of jurisdiction (e.g., city, county, regional agency, special district that provides solid waste collection services, etc.). Jurisdictions should choose the customization options that best match the requirements of their jurisdiction type. Ordinance provisions that differ based on the jurisdiction type will be identified in the guidance notes of the Model Ordinance. Note that the Model does not address the full framework a regional agency or special district will need to capture for its relationship with its member agencies. These types of jurisdictions will need to make modifications to the ordinance depending on their specific requirements.

4. WAIVERS AND EXEMPTIONS

SB 1383 regulations allow jurisdictions to grant waivers to some generators for de minimis volumes, physical space limitations, and less-than-weekly collection frequency, although these waivers are not required. Jurisdictions are advised to review SB 1383 regulations (14 CCR Section 18984.11) on allowable generator waivers and decide whether or not to

include one or more of these generator waivers in their ordinance. The Model Ordinance includes sample language should a jurisdiction decide to include de minimis, physical space, and/or less-than-weekly collection frequency waivers for generators that meet specified requirements.

SB 1383 regulations (14 CCR Section 18984.12) also provide for CalRecycle to grant waivers and exemptions to jurisdictions and some or all of its generators for compliance with some or all of the organic waste collection requirements of SB 1383 regulations (14 CCR Division 7, Chapter 12, Article 3) when the jurisdictions meet low-population, rural area, or high-elevation criteria. Jurisdictions are advised to review the relevant SB 1383 regulations to assess their eligibility for jurisdiction waivers and exemptions and decide whether they plan to apply for a low population or high elevation waiver or a rural exemption. The Model Ordinance does not include language for low population and high elevation waivers and rural exemptions, as the Model Ordinance is focused on requirements on generators and those regulated by the jurisdiction. These types of waivers are granted by CalRecycle to the jurisdiction. Jurisdictions may need to modify their ordinance language depending upon whether they plan to apply for and are granted these specific waivers from CalRecycle.

While waivers for low-population areas and high-elevation areas waive some SB 1383 regulatory requirements for generators and jurisdictions, AB 341 and AB 1826 requirements apply for jurisdictions and for multi-family and commercial generators that are covered by AB 341 and AB 1826 and located in these areas. As a result, jurisdictions with these waivers may need to amend their ordinances to require generators that are covered by AB 341 and AB 1826 to comply with those requirements, to address waivers allowed under AB 341 and AB 1826, and to align with the jurisdiction's AB 341 commercial recycling program and AB 1826 organic waste recycling programs.

5. COLLECTION METHOD

The manner in which a jurisdiction arranges for organic waste collection services to be provided to generators will impact the necessary provisions of their ordinance. General guidance and options are presented in the Model Ordinance to give jurisdictions insight on which language to select and adapt for their collection program conditions.

6. DELEGATION OF RESPONSIBILITIES & ENFORCEMENT

Users of the Model Ordinance are also advised to consider which enforcement requirements of the SB 1383 regulations will remain the responsibility of the jurisdiction or whether they will be delegated to another jurisdiction, including regional agencies. For example, some jurisdictions may choose to conduct inspections and enforcement themselves and others may enter an agreement with another jurisdiction to conduct such inspections and enforcement on their behalf (such as a regional agency or County Environmental Health Department). Jurisdictions should consider whether it is sharing responsibility for enforcement with any other jurisdictions when considering what language to include.

Example language to reflect a shared enforcement methodology is presented in the Model Ordinance as an option. It is important to note that regardless of how a jurisdiction chooses to handle enforcement, the jurisdiction itself remains responsible for enforcement, and could be subject to penalties based on non-enforcement, according to SB 1383 regulations. It is also important to understand that SB 1383 regulations prohibit a jurisdiction from delegating its authority to impose civil penalties, or to maintain an action to impose civil penalties, to a private entity. Jurisdictions should change the enforcement language in the Model Ordinance to be consistent with their own administrative procedures on enforcement actions; the enforcement process and timeline outlined in SB 1383 regulations; and California Government Code Section 53069.4.

7. ALIGNMENT OF DEFINED TERMS

The Model Ordinance includes dozens of defined terms, many of which were obtained from SB 1383 regulatory definitions and some from example ordinances and franchise agreements. The nuances of defined terms and their relationship to one another can have a significant impact on the meaning of the provisions of the ordinance. For this reason, jurisdictions are advised to carefully review the definitions they are using in existing ordinances, franchises, processing agreements, and municipal code, as well as the definitions in SB 1383 regulations, and modify existing definitions, delete non-applicable definitions, and integrate new ones where needed. It is likely that some of the definitions in the Model can be used without modification, while others will need to be tailored to the jurisdiction's unique conditions, collection program, and contractual arrangements. For example, if a jurisdiction is considering use of an anaerobic digestion facility that only accepts clean food scraps, the jurisdiction may want to exclude food-soiled paper in the definition of food scraps, or create an additional subdivision of the definition.

Additionally, the Model refers to containers by their colors (gray, green, blue, and brown) as done in the SB 1383 regulations. Users may need to add, remove, or change colors of containers in the definitions to match the container lid and body color options selected for their program, pursuant to the container color requirements and compliance dates in Article 3 of the SB 1383 regulations. Additionally, definitions are included that would work for each type of organics collection system: three, three-plus, two-, and one-container, and the allowable permutations thereof. Once the jurisdiction determines their collection system(s), they should retain the definitions that are most appropriate for their collection program and delete the others. Guidance notes in the Model provide direction on the instances in which some definitions are applicable or non-applicable.

The following figure identifies the defined terms used in the Model Ordinance to describe the various material streams associated with each color container. This is provided for convenience to orient the user to the terminology, which, in some cases, is likely to be different than their current terminology.

Defined Terms Used in Model Ordinance

Container Color	Terminology of Material Streams
Blue Containers	• Source separated recyclable materials • Non-organic recyclables - glass, metal, plastic, etc. • Source separated blue container organic waste (SSBCOW) – organic recyclables such as fibers and cardboard
Green containers	• Source separated Green Container organic waste (SSGCOW)
Gray containers	• Gray container waste (three- and three-plus container systems that do not allow organic waste, such as food waste, in the gray container) • Mixed waste organic collection stream or mixed waste (two- and one-container systems and three- and three-plus-container systems that allow organic waste, such as food waste, in the gray container)

Note: Organic waste is a defined term that serves as an umbrella for all organics including SSBCOW, SSGCOW, textiles, carpet, etc. Organic wastes are collected in a combination of containers depending on the collection system and therefore not separately identified in the table above.

Not all of the definitions contained within the SB 1383 regulations have been included in the ordinance. It is advised that the jurisdiction review all of the SB 1383 regulatory definitions and determine whether it would be beneficial to add any additional terms. While the user may also modify or create their own definitions, the jurisdiction must ensure that all SB 1383 regulatory requirements are met. For example, material streams can be defined, renamed, or further subdivided, or the jurisdiction may wish to refer to the containers by material stream type rather than color; however, the ordinance must include requirements to assure that all organic waste specified in SB 1383 regulations for collection is collected and processed or managed in a compliant manner.

In addition, jurisdictions will need to amend the definitions in their municipal/county code to align with updated definitions in their ordinance and franchise agreement. Jurisdictions should attempt to coordinate definitions used in the ordinance, their franchise agreement, and their municipal/county code sections related to solid waste collection and recycling.

8. DOCUMENT STRUCTURE

The Model Ordinance is structured to include sections on definitions and requirements on: single-family and multi-family generators, commercial businesses, self-haulers, commercial edible food generators, food recovery organizations and services, vendors of paper products, and sections on waivers, compliance with CALGreen and MWELO,

inspections, and enforcement. Where applicable, separate sections are included for those using the standard compliance approach vs. the performance-based compliance approach.

ADDITIONAL TIPS FOR USING THE MODEL

1. **Modify Language.** Adjust the Model language to fit the jurisdiction's specific needs. For example, a jurisdiction using only a three-container system will need to delete all provisions related to three-plus, two-, and one-container systems.

2. **Change Jurisdiction.** The term "jurisdiction" is used throughout this Model Ordinance; however, the entity responsible for adopting this Ordinance will need to change "jurisdiction" throughout the document to the appropriate term, which may be City, County, City and County, Special District that provides solid waste handling services, Joint Powers Authority, Regional Agency, etc.

3. **Delete Guidance Notes and Unused Options.** Green highlighting identifies guidance notes presented in the Model for reference only, which are to be removed by the user when preparing its final Ordinance. In cases where the Model offers multiple options, blue highlighting identifies optional provisions and areas where customization is advised. Options and customization items that are not selected are to be deleted and section numbers must be modified accordingly.

4. **Blend Existing Provisions with Model Provisions.** When using the Model Ordinance, users may want to select provisions from both the Model Ordinance and their existing ordinance(s) to create an ordinance that best suits its needs.

5. **Style and Design.** The use of multiple font colors and highlighting to differentiate content in the Model Ordinance, as described above, is not required in any final document produced, and the colors should be eliminated or made consistent with the user's standard document styles. The Model Ordinance has been designed in accordance with CalRecycle's accessibility guidelines. SB 1383 regulations do not require specific styles or design to be used for ordinances, and the final document style is at each jurisdiction's discretion.

ADDITIONAL CALRECYCLE RESOURCES

1. SB 1383 General Information: https://www.calrecycle.ca.gov/organics/slcp

2. SB 1383 Regulations: [Insert Link]

3. SB 1383 Model Implementation Tools: https://www.calrecycle.ca.gov/organics/slcp/education

This webpage includes the following Model Tools:

- Model Franchise Agreement
- Model Mandatory Organic Waste Disposal Reduction Ordinance
- Model Recovered Organic Waste Product Procurement Policy
- Model Food Recovery Agreement

4. Other Recovered Organic Waste Product Procurement Resources

   - Calculator for Annual Recovered Organic Waste Product Procurement: [Insert Link]

5. SB 1383 Case Studies: https://www.calrecycle.ca.gov/organics/slcp/education

   Eight case studies are available including two each on franchise agreements, mandatory organic waste disposal reduction ordinances, recovered organic waste product procurement, and food recovery programs and policies.

6. Other Relevant SB 1383 CalRecycle Reports

   - SB 1383 Local Services Rates Analysis: [Insert Link]
   - SB 1383 Infrastructure and Market Analysis: https://www2.calrecycle.ca.gov/Publications/Details/1652

7. Relevant Regulations Referenced in the Model Policy:

   - Title 14 of California Code of Regulations, Division 7, Department of Resources Recycling and Recovery: https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFF17BBCC72F5412C8FEEF78290C1526E&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)

   - Title 27 of California Code of Regulations, Division 2, Environmental Protection, Solid Waste (27 CCR Division 2): https://www.calrecycle.ca.gov/laws/regulations/title27

   - Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of California Code of Regulations: https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I55B69DB0D45A11DEA95CA4428EC25FA0&transitionType=Default&contextData=%28sc.Default%29

   - Public Contract Code (including recycled-content paper requirements): https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=PCC&division=2.&title=&part=2.&chapter=&article=&goUp=Y

- Public Resources Code: http://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?lawCode=PRC&division=30.&title=&part=1.&chapter=2.&article=&goUp=Y

- Code of Federal Regulations, Title 16 (including relevant definitions): https://www.govinfo.gov/app/details/CFR-2013-title16-vol1/CFR-2013-title16-vol1-sec260-12/context

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MODEL MANDATORY ORGANIC WASTE DISPOSAL REDUCTION ORDINANCE

SECTION 1. PURPOSE AND FINDINGS

The Jurisdiction finds and declares:

(a) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their Jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

(b) State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program.

(c) State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires Jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires Jurisdictions to to implement a Mandatory Commercial Organics Recycling program. Guidance: Rural Jurisdictions that are exempt from AB 1826 may not need the preceding statement.

(d) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including Jurisdictions, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food

Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

(e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires Jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

(f) Requirements in this ordinance are consistent with other adopted goals and policies of the Jurisdiction including: _____ (Jurisdiction to insert description). Guidance: At Jurisdiction's option, Jurisdictions may want to include this subsection (f) to add Jurisdiction-specific diversion goals or policies here such as a 75% diversion or zero waste goal, C&D recovery ordinance, greenhouse gas reduction goals, local climate action plan, etc.

SECTION 2. TITLE OF ORDINANCE

This chapter shall be entitled "Mandatory Organic Waste Disposal Reduction Ordinance".

Guidance: This is a suggested title for the ordinance. Jurisdictions may choose a different name for the ordinance.

SECTION 3. DEFINITIONS

Guidance: Most of the following definitions are excerpted from the SB 1383 Regulations (14 CCR Section 18982) with SB 1383 Regulation-specific text noted in green font. There are additional definitions in the SB 1383 Regulations that are not included here. Jurisdiction may want to review that list of definitions in 14 CCR Section 18982 to determine whether it wants to add any additional definitions to its ordinance. Jurisdiction may also choose to delete definitions not appropriate for its system and/or to include additional definitions that are appropriate for its system and ordinance.

(a) "Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste. Guidance: For three-container, three-plus-container, and two-container blue/gray systems, include this "Blue Container" definition. For two-container green/gray systems and one-container systems, delete this definition.

(b) "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).

(c) "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

(d) "Commercial Business" or "Commercial" 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, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

(e) "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 3(rrr) and 3(sss) of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

(f) "Compliance Review" means a review of records by a Jurisdiction to determine compliance with this ordinance.

(g) "Community Composting" means any activity that composts 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 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

(h) "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

(i) "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

(j) "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

(k) "C&D" means construction and demolition debris.

(l) "Designated Source Separated Organic Waste Facility", as defined in 14 CCR Section 18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:

(1) The facility is a "transfer/processor," as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR 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 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.

(A) If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in Paragraph 1 of this definition 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".

(2) The facility is a "composting operation" or "composting facility" as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR 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 14 CCR 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 14 CCR Section 17896.5. Guidance: Note that the definition of composting operation includes in-vessel digestion as regulated in 14 CCR Section 17896.

(A) If the percent of the material removed for landfill disposal that is Organic Waste is more than the percent specified in 14 CCR 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." For the purposes of this ordinance, the reporting periods shall be consistent with those defined in 14 CCR Section 18815.2(a)(49). Guidance: The reporting periods identified in the above Section 3(l)(2)(A) are consistent with reporting that facilities must submit to CalRecycle under RDRS regulations and not reporting to be submitted under this ordinance.

Guidance: This definition is only needed when the Jurisdiction is using the Performance-Based Compliance Approach; delete this definition if using the Standard Compliance Approach.

(m) "Designee" means an entity that a Jurisdiction contracts with or otherwise arranges to carry out any of the Jurisdiction's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

(n) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

(o) "Enforcement Action" means an action of the Jurisdiction to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

(p) "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the Jurisdiction and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or 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 or accepted at the facility by permit conditions, waste that in Jurisdictions, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Jurisdiction, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the Jurisdiction's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by Jurisdiction or its Designee for collection services.

Guidance: Jurisdictions should modify the above Excluded Waste definition based on the specific types of accepted or prohibited materials in their program. For example, the final sentence of this definition is an example of a customization option that a Jurisdiction might include if the Jurisdiction has a special collection or recycling program for items like motor oil and filters, household batteries, or other such items as applicable.

(q) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

(r) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

(s) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

(t) "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 or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;

(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

(u) "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, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

(v) "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps. Guidance: Jurisdictions should modify the above definition of Food Scraps to be consistent with their specific list of accepted Food Scraps. For example, Jurisdictions that accept fats, oils, and grease in their collection program should modify the final sentence of this definition accordingly.

(w) "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, or as otherwise defined in 14 CCR Section 18982(a)(27).

(x) "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

(y) "Food Waste" means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

Guidance: Jurisdictions should modify the above definition of Food Waste according to the materials accepted in their program. For example, some programs do not accept Food-Soiled Paper in their collection programs based on the processing technologies used. In that case, Jurisdictions should modify this definition to remove or restrict Food-Soiled Paper if desired. It should be noted; however, that Jurisdictions are still required to handle Food-Soiled Paper in a manner that results in landfill disposal reduction pursuant to 14 CCR Section 18983.1. However, if the Food-Soiled Paper is not included in Food Waste or Food Scraps collection, the Jurisdiction is still responsible for providing a method of properly handling and processing all Organic Waste that are required by SB 1383 Regulations to be handled in a manner that results in landfill disposal reduction in accordance with 14 CCR Section 18983.1.

Jurisdictions may choose to include Compostable Plastics in their definition of Food Waste if such materials are accepted in their program. If the Jurisdiction does not allow Compostable Plastics to be collected with Food Waste, delete "Compostable Plastics" from the Food Waste definition.

(z) "Gray Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste. Guidance: For two- and one-container systems and three- and three-plus-container systems that allow Organic Waste, such as Food Waste, for collection in the Gray Container, replace "Gray Container Waste" with "Mixed Waste" in this sentence.

(aa) "Gray Container Waste" 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 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5). Guidance: This definition is only needed for Jurisdictions using three- or three-plus-container systems that prohibit Organic Waste, such as Food Waste, to be collected in the Gray Container. For Jurisdictions using a two- or one-container system, or a three- or three-plus-container system that allows Organic Waste, such as Food Waste, for collection in the Gray Container, delete this definition and instead include only the definition of "Mixed Waste" below.

(bb) "Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste. Guidance: For three-container, three-plus-container, and two-container green/gray systems, include this "Green Container"

definition. For two-container blue/gray systems and one-container systems, delete this definition.

(cc) "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, or as otherwise defined in 14 CCR Section 18982(a)(30).

(dd) "Hauler Route" means the designated itinerary or sequence of stops for each segment of the Jurisdiction's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5). Guidance: The SB 1383 Regulations do not specify the time unit or frequency of a "Hauler Route." Jurisdictions may wish to modify this definition to specify whether a route is daily, weekly, etc., for the purposes of the ordinance.

(ee) "High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR 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 14 CCR Section 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

(ff) "Inspection" means a site visit where a Jurisdiction 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 ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

(gg) "Jurisdiction" Guidance: No definition has been included for Jurisdiction. Users of the Model Ordinance are instructed to replace Jurisdiction throughout the Model with the term appropriate to their organization (e.g., City, County, Special District that provides solid waste collection services, Agency, etc.).

(hh) "Jurisdiction Enforcement Official" means the city manager, county administrative official, chief operating officer, executive director, or other executive in charge or their authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance. See also "Regional or County Agency Enforcement Official". Guidance: If the Jurisdiction chooses a different enforcement model, then it should change or delete this definition. Other approaches may be enforcement by committee, task force, or elected body, should such entities be designated by the Jurisdiction with those responsibilities. Enforcement does not have to be limited to one person; however, the Jurisdiction may not delete its authority to impose any civil penalties that are required by the SB 1383 Regulations to a private entity pursuant to 14 CCR Section 18981.2(d).

(ii) "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. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

(jj) "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 purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, 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 purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, 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. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

(kk) "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, or as otherwise defined in 14 CCR Section 18982(a)(40).

(ll) "Mixed Waste Organic Collection Stream" or "Mixed Waste" means Organic Waste collected in a container that is required by 14 CCR Sections 18984.1, 18984.2 or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility or as otherwise defined in 14 CCR Section 17402(a)(11.5). Guidance: This definition is only to be used by Jurisdictions using two- or one-container systems or three- or three-plus-container systems that allow Organic Waste, such as Food Waste, for collection in the Gray Container. In these cases, materials in the Gray Containers are to be processed at a High Diversion Organic Waste Processing Facility. Delete if using a three- or three-plus container system that does not allow Organic Waste to be collected in the Gray Containers.

(mm) "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses. Guidance: Under the SB 1383 Regulations and in this Model Ordinance, Multi-Family Residential Dwellings with five (5) or more units are included under the definition of a Commercial Business per 14 CCR Section 18982(a)(6).

(nn) "MWELO" refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

(oo) "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, or as otherwise defined in 14 CCR Section 18982(a)(41). Guidance: In the definition of Non-Compostable Paper, Jurisdictions may wish to provide additional detail on the materials and coatings that their processing facility is able to accept. However, the Jurisdiction is still responsible for properly handling and processing all Organic Waste required by the SB 1383 Regulations to be handled in a manner that results in landfill disposal reduction in accordance with 14 CCR Section 18983.1.

(pp) "Non-Local Entity" means the following entities that are not subject to the Jurisdiction's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

Guidance: Jurisdiction should include one or more of the items below as appropriate for Jurisdiction, and delete non-applicable items.

(1) Special district(s) located within the boundaries of the Jurisdiction, including _____ (insert names of special districts).

(2) Federal facilities, including military installations, located within the boundaries of the Jurisdiction, including _____ (insert names of federal facilities).

(3) Prison(s) located within the boundaries of the Jurisdiction, including _____ (insert names of prisons). Guidance: Private prisons are considered Commercial Businesses and should not be listed here.

(4) Facilities operated by the State park system located within the boundaries of the Jurisdiction, including _____ (insert names of State park facilities).

(5) Public universities (including community colleges) located within the boundaries of the Jurisdiction, including _____ (insert names of universities).

(6) County fairgrounds located within the boundaries of the Jurisdiction, including _____ (insert names of fairgrounds).

(7) State agencies located within the boundaries of the Jurisdiction, including _____ (insert names of State agencies).

(qq) "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43). Guidance: Only Jurisdictions

that have three-, three-plus-, or two-container collection service will include "Non-Organic Recyclables" definition. Delete if using a one-container collection service.

(rr) "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

(ss) "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 or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

(tt) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

(uu) "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

(vv) "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, or as otherwise defined in 14 CCR Section 18982(a)(54).

(ww) "Prohibited Container Contaminants"

Guidance: Jurisdictions shall include one or more of the definitions of Prohibited Container Contaminants listed below, corresponding with the collection service(s) it is using, and delete the others.

(1) Option 1, Three-container or three-plus-container collection service (Blue Container, Green Container, and Gray Containers): "Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Jurisdiction's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the Jurisdiction's Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in Jurisdiction's

Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

(2) Option 2a, Two-container (green/gray) collection service for Source Separated Green Container Organic Waste and mixed materials): "Prohibited Container Contaminants" means the following: (i) discarded materials placed in a Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the Jurisdiction's Green Container; (ii) discarded materials placed in the Gray Container that are identified as acceptable Source Separated Green Container Organic Waste, which are to be separately collected in Jurisdiction's Green Container; and, (iii) Excluded Waste placed in any container.

(3) Option 2b, Two-container (blue/gray) collection service for Source Separated Recyclable Materials and mixed materials): "Prohibited Container Contaminants" means the following: (i) discarded materials placed in a Blue Container that are not identified as acceptable Source Separated Recyclable Materials for Jurisdiction's Blue Container; (ii) discarded materials placed in the Gray Container that are identified as acceptable Source Separated Recyclable Materials, which are to be separately collected in Jurisdiction's Blue Container; and, (iii) Excluded Waste placed in any container.

(4) Option 3, One-container collection service: "Prohibited Container Contaminants" means Excluded Waste placed in any container. Guidance: The term "Prohibited Container Contaminants" under the SB 1383 Regulations does not apply to one-container systems; however, Jurisdictions may wish to use this definition to explicitly state that Excluded Waste is a contaminant in a one-container system.

(xx) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

(yy) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

(zz) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

(aaa) "Regional Agency" means regional agency as defined in Public Resources Code Section 40181.

(bbb) "Regional or County Agency Enforcement Official" means a regional or county agency enforcement official, designated by the Jurisdiction with responsibility for enforcing the ordinance in conjunction or consultation with Jurisdiction Enforcement Official. Guidance: Include Regional or County Agency Enforcement

Official only if Jurisdiction plans to designate another public entity with enforcement responsibilities. Jurisdiction should stay involved in Enforcement Actions as the responsibility for enforcement remains with each Jurisdiction.

(ccc) "Remote Monitoring" means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

(ddd) "Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

(eee) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

(fff) "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, or as otherwise defined in 14 CCR Section 18982(a)(65).

(ggg) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

(hhh) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR. Guidance: Throughout the Model, Sections of the SB 1383 Regulations are referenced in the format "14 CCR Section XXXX," or "27 CCR Section XXXX" with the exception of certain cases where a more general reference to "SB 1383 Regulations" was appropriate. "14 CCR" means Title 14 of the California Code of Regulations, and "27 CCR" means Title 27 of the California Code of Regulations.

(iii) "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). 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, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

(jjj) "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units. Guidance: Jurisdiction may amend this definition to be consistent with the current definition and the Jurisdiction's current codes; however, the threshold unit number of five (5) must remain consist with the SB 1383 Regulations (refer to Commercial Business definition in 14 CCR Section 18982(a)(6), which includes Multi-Family dwellings of five (5) or more units and excludes Multi-Family Residential Dwellings with fewer than five (5) units).

(kkk) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

(1) Hazardous waste, as defined in the State Public Resources Code Section 40141.

(2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).

(3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

(lll) "Source Separated" means materials, including commingled recyclable materials, 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, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste/Mixed Waste or

other Solid Waste for the purposes of collection and processing. Guidance: In the preceding sentence, use "Gray Container Waste" for three- and three-plus container systems that prohibit Organic Waste, such as Food Waste, in the Gray Containers; use "Mixed Waste" for two- and one-container systems and three- or three-plus-container systems that allow Organic Waste, such as Food Waste, to be collected in the Gray Container.

(mmm) "Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that can be placed 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), or as otherwise defined by Section 17402(a)(18.7). Guidance: This definition is intended to reflect recyclable materials that are considered Organic Waste such as Paper Products and Printing and Writing Paper, and, if permitted by the Jurisdiction to be placed in the Blue Container, wood, dry lumber, and textiles. This definition is only needed for Jurisdictions using three-, three-plus-, or two-container (blue/gray) systems.

(nnn) "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles. Guidance: This definition should only be included for Jurisdictions using a three-, three-plus, or two-container (green/gray) system. This definition is not included in the SB 1383 Regulations. It is provided as a term for materials collected in a Green Container.

(ooo) "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste. Guidance: This definition is only needed for Jurisdictions using three-, three-plus, or two-container (blue/gray) systems. This definition is not included in the SB 1383 Regulations. It is provided as a term for materials collected in a Blue Container.

(ppp) "State" means the State of California.

(qqq) "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, or as otherwise defined in 14 CCR Section 18982(a)(71).

(rrr) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

(1) Supermarket.

(2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.

(3) Food Service Provider.

(4) Food Distributor.

(5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

(sss) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

(1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

(2) Hotel with an on-site Food Facility and 200 or more rooms.

(3) Health facility with an on-site Food Facility and 100 or more beds.

(4) Large Venue.

(5) Large Event.

(6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

(7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

(ttt) "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, or as otherwise defined in 14 CCR Section 189852(a)(75).

(uuu) "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, or as otherwise defined in 14 CCR Section 189852(a)(76).

SECTION 4. REQUIREMENTS FOR SINGLE-FAMILY GENERATORS (STANDARD COMPLIANCE APPROACH)

Guidance: Pursuant to the SB 1383 Regulations (14 CCR Section 18984.12), Jurisdictions that are eligible for, apply for, and receive low population, rural, and/or high elevation waivers may exempt Single-Family Organic Waste Generators from some generator requirements as specified in the waiver applied for and granted by CalRecycle. The process for receiving such waivers is described in 14 CCR Section 18984.12. Those Jurisdictions receiving such waivers shall modify the following requirements according to the specifics of the waiver granted.

Single-Family Organic Waste Generators shall comply with the following requirements except Single-Family generators that meet the Self-Hauler requirements in Section 12 of this ordinance: Guidance: Include the text highlighted in blue in the preceding sentence if the Jurisdiction allows Single-Family generators to self-haul materials they generate. By virtue of adding this language and requirements on Self-Haulers in Section 12, Jurisdiction is thereby allowing self-hauling, and creating the required enforceable mechanism for self-hauling, as required in 14 CCR Section 18988.1(b).

(a) Shall subscribe to Jurisdiction's Organic Waste collection services for all Organic Waste generated as described below in Section 4(b). Jurisdiction shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the Jurisdiction. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(b) Shall participate in the Jurisdiction's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.

Guidance: The collection service options are provided below. Jurisdictions are to choose the collection service(s) they are using and delete the options they are not using. For Options 1 and 2 below, Jurisdiction may need to add other streams collected in their program as appropriate (e.g., dual-stream recycling, Uncontainerized Green Waste and Yard Waste Collection Service, and other additional containers as allowed under the SB 1383 Regulations, such as a brown container or brown section of a split container for separated Food Waste, etc.).

(1) Option 1: A three- and three-plus-container collection service (Blue Container, Green Container, and Gray Container) (choose Option 1a or 1b)

(A) Option 1a: Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container;

Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

(B) Option 1b: Generator shall place Source Separated Green Container Organic Waste, except Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Mixed Waste, including Food Waste, in the Gray Container. Generator shall not place materials designated for the Green Containers or Blue Containers in the Gray Containers.

(2) Option 2: Two-container collection service (Green Container/Gray Container system or Blue Container/Gray Container system) (choose Option 2a or 2b)

(A) Option 2a, Green Container/Gray Container: Generator shall place only Source Separated Green Container Organic Waste in a Green Container. Generator shall place all other materials (Mixed Waste) in a Gray Container.

(B) Option 2b, Blue Container/Gray Container: Generator shall place only Source Separated Recyclable Materials in a Blue Container. Generator shall place all other materials (Mixed Waste) in a Gray Container.

(3) Option 3: An unsegregated single container (one-container) collection service

(A) Generator shall place all materials (Mixed Waste) in a Gray Container.

SECTION 5. REQUIREMENTS FOR SINGLE-FAMILY GENERATORS (PERFORMANCE-BASED COMPLIANCE APPROACH)

Guidance: Note that the regulations do not require Jurisdictions using a Performance-Based Compliance Approach to include the following items in their ordinance: the regulation of haulers and Self-Haulers; the generator waivers for physical space, di minimis volumes, and collection frequency; and the enforcement provisions with the exception of enforcement related to Edible Food generators and Food Recovery Organizations and services. There are other regulatory requirements that the Jurisdiction would also be exempt from related to CalRecycle requirements on the Jurisdiction itself (e.g., certain recordkeeping, education, container labeling, outreach, and reporting requirements) that are not intended to be addressed by this ordinance that can be found in 14 CCR Section 18998.2.

Pursuant to SB 1383 Regulations (14 CCR Section 18984.12), Jurisdictions that are eligible for, apply for, and receive low population, rural, and/or high elevation waivers may exempt Single-Family Organic Waste Generators from some generator requirements as specified in the waiver applied for and granted by CalRecycle, provided that the Jurisdiction meets the ninety (90%) participation requirements in the areas not subject to the waiver(s). The process for receiving such waivers is described in 14 CCR Section 18984.12. Those Jurisdictions receiving such waivers shall modify the following requirements, if needed, according to the specifics of the waiver granted.

Single-Family Organic Waste Generators except Single-Family generators that meet the Self-Hauler requirements in Section 12 of this ordinance: Guidance: Include the text highlighted in blue in the preceding sentence if the Jurisdiction allows Single-Family generators to self-haul materials they generate. By virtue of adding this language and requirements on Self-Haulers in Section 12, Jurisdiction is thereby allowing self-hauling, and creating the required enforceable mechanism for self-hauling, as required in 14 CCR, Section 18988.1(b).

(a) Shall be automatically enrolled in the Jurisdiction's three-container Organic Waste collection services with a minimum Source Separated Recyclable Materials service level of _____ gallons per week (Jurisdiction to insert minimum required service level), and with a minimum Source Separated Green Container Organic Waste service level of _____ gallons per week (Jurisdiction to insert minimum required service level), approved by the _____ (Jurisdiction to insert solid waste manager, public works director or other authorized entity). Jurisdiction shall have the authority to change this minimum required levels of service over time. Jurisdiction shall have the right to review the number, size, and location of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, generator shall adjust its service level for its collection services as requested by the Jurisdiction.

Guidance: In subsection (a) above, auto enrollment means that Single-Family generators will be subscribed to Organic Waste collection service as determined to be appropriate by the Jurisdiction. Such service provision will not be optional and shall be provided to all generators. This will help the Jurisdiction meet the Performance-Based Compliance Approach requirement that such service shall be provided without requiring businesses or residents to request it prior to enrollment pursuant to 14 CCR Section 18998.1(a)(4).

(b) Shall participate in the Jurisdiction's three-container system for Source Separated Recyclable Materials, Source Separated Green Container organic materials, and Gray Container Waste collection services. Generator participation in the collection programs requires that generators place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

(c) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

SECTION 6. REQUIREMENTS FOR COMMERCIAL BUSINESSES (STANDARD-COMPLIANCE APPROACH)

Guidance: Jurisdictions using a Standard Compliance Approach and a three-, three-plus, or two-container collection service shall include this Section. Note that Commercial Businesses by the definition in the SB 1383 Regulations and the definition provided in this Model Ordinance includes Multi-Family Residential Dwellings of five (5) and more units.

Pursuant to SB 1383 Regulations (14 CCR Section 18984.12), Jurisdictions that are eligible for, apply for, and receive low population, rural and/or high elevation waivers may exempt Commercial Businesses and owners (including Multi-Family) from some generator requirements as specified in the waiver applied for and granted by CalRecycle. Those Jurisdictions receiving such waivers shall modify the following requirements according to the specifics of the waiver granted.

While waivers for low-population areas and high-elevation areas waiver some SB 1383 regulatory requirements for generators and Jurisdictions, AB 341 and AB 1826 requirements apply for Commercial Businesses that are covered by AB 341 and AB 1826 and located in these areas. As a result, Jurisdictions with these waivers may need to this Section to require Commercial Businesses that are covered by AB 341 and AB 1826 and located in these areas to comply with AB 341 and AB 1826 requirements in alignment with the Jurisdiction's AB 341 Commercial recycling program and AB 1826 Organic Waste recycling programs.

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

(a) Subscribe to Jurisdiction's three-, three-plus, two-, or one-container collection services and comply with requirements of those services as described below in Section 6(b), except Commercial Businesses that meet the Self-Hauler requirements in Section 12 of this ordinance. Guidance: Refer to Section 4 for guidance on inclusion of the preceding Self-Hauler option. Jurisdiction shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the Jurisdiction.

(b) Except Commercial Businesses that meet the Self-Hauler requirements in Section 12 of this ordinance, participate in the Jurisdiction's Organic Waste collection

service(s) by placing designated materials in designated containers as described below.

Guidance: The collection service options are provided below. Jurisdictions are to choose the collection service(s) they are using and delete the options they are not using. For Options 1 and 2 below, Jurisdiction may need to add other streams collected in their program as appropriate (e.g., dual-stream recycling, Uncontainerized Green Waste and Yard Waste Collection Service, and other additional containers as allowed under the SB 1383 Regulations, such as a brown container or brown section of a split container for separated Food Waste, etc.).

(1) Option 1: A three- and three-plus-container collection service (Blue Container, Green Container, and Gray Container) (choose Option 1a or 1b)

(A) Option 1a: Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.

(B) Option 1b: Generator shall place Source Separated Green Container Organic Waste, except Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Mixed Waste, including Food Waste, in the Gray Container. Generator shall not place materials designated for the Green Containers or Blue Containers in the Gray Containers.

(2) Option 2: Two-container collection service (Green Container/Gray Container system or Blue Container/Gray Container system) (choose Option 2a or 2b)

(A) Option 2a, Green Container/Gray Containers: Generator shall place only Source Separated Green Container Organic Waste in a Green Container. Generator shall place all other materials (Mixed Waste) in a Gray Container.

(B) Option 2b, Blue Container/Gray Containers: Generator shall place only Source Separated Recyclable Materials in a Blue Container. Generator shall place all other materials (Mixed Waste) in a Gray Container.

(3) Option 3: An unsegregated single container (one-container) collection service

(A) Generator shall place all materials (Mixed Waste) in a Gray Container.

(c) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 6(d)(1) and 6(d)(2) below) for employees, contractors, tenants, and customers, consistent with Jurisdiction's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 12. Guidance: For Jurisdictions using a two-container system, delete Blue Container or Green Container as applicable from the first sentence. Jurisdictions using a one-container system may delete this subsection.

(d) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Guidance: For Jurisdictions using a two-container system, delete "Source Separated Green Container Organic Waste" or "Source Separated Recyclable Materials" as applicable. Jurisdictions using a one-container system may delete this subsection. Such containers do not need to be provided in restrooms. If a Commercial 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. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

(1) A body or lid that conforms with the container colors provided through the collection service provided by Jurisdiction, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. 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 the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

(2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

(e) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 6(d) pursuant to 14 CCR Section 18984.9(b). Guidance: Jurisdictions using a one-container system may delete this subsection

(f) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from

placing materials in a container not designated for those materials per the Jurisdiction's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 12. Guidance: Jurisdictions using a one-container system may delete this subsection

(g) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3). Guidance: For Jurisdictions using a two-container system, delete Blue Container or Green Container, as applicable. Jurisdictions using a one-container system may delete this subsection.

Guidance: In the above subsection (g), Jurisdictions may wish to specify a frequency upon which business owners shall inspect containers for contamination such as quarterly, twice annually, or annually instead of periodically, but this specified frequency is not required by the SB 1383 Regulations.

(h) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials. Guidance: For Jurisdictions using a two-container system, delete Source Separated Green Container Organic Waste or Source Separated Recyclable Materials, as applicable. Jurisdictions using a one-container system may delete this subsection.

(i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property. Guidance: For Jurisdictions using a two-container system, delete Source Separated Green Container Organic Waste or Source Separated Recyclable Materials, as applicable. For two-container system and three- and three-plus container systems that allow for Organic Waste, such as Food Waste, to be collected it the Gray Container, replace Gray Container Waste with Mixed Waste. Jurisdictions using a one-container system may delete this subsection.

(j) Provide or arrange access for Jurisdiction or its agent to their properties during all Inspections conducted in accordance with Section 16 of this ordinance to confirm compliance with the requirements of this ordinance.

(k) Accommodate and cooperate with Jurisdiction's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with Section 6(b). The Remote Monitoring program shall involve installation of Remote

Monitoring equipment on or in the Blue Containers, Green Containers, and Gray Containers. Guidance: This subsection is an optional provision. It is not required by the SB 1383 Regulations. Jurisdictions may include this if they choose to use a Remote Monitoring system to monitor for Prohibited Container Contaminants to support their compliance with 14 CCR Section 18984.5, Container Contamination minimization requirements. Jurisdictions granting collection frequency waivers may choose to require Remote Monitoring for generators granting such waivers. For Jurisdictions using a two- container system, delete Blue Container or Green Container as applicable from the first sentence. For Jurisdictions using a one-container system, delete this subsection.

(l) At Commercial Business's option and subject to any approval required from the Jurisdiction, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, Green Containers, and Gray Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, Green Containers, and Gray Containers subject to written notification to or approval by the Jurisdiction or its Designee. Guidance: This subsection is an optional provision. It is not required by the SB 1383 Regulations. It is provided to address scenarios in which Commercial Businesses want to implement their own Remote Monitoring systems, which involves installation of equipment on containers owned by the Jurisdiction or its hauler. Commercial Businesses may want to implement the Remote Monitoring system to monitor their compliance with 14 CCR Section 18984.9. For Jurisdictions using a two- container system, delete Blue Container or Green Container as applicable from the first sentence.

(m) If a Commercial Business wants to self haul, meet the Self-Hauler requirements in Section 12 of this ordinance.

(n) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(o) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 9.

SECTION 7. REQUIREMENTS FOR COMMERCIAL BUSINESSES (PERFORMANCE-BASED COMPLIANCE APPROACH)

Guidance: Jurisdictions using a Performance-Based Compliance Approach with a three-container collection service shall include this Section. Note that Commercial Business by the definition in the SB 1383 Regulations and the definition provided in this Model Ordinance includes Multi-Family Residential Dwellings of five (5) and more units. Under a Performance-Based Compliance Approach, businesses must be automatically enrolled in the Jurisdiction's three-container Organic Waste collection service, as opposed to

requesting service. Auto enrollment means that Commercial generators will be subscribed to Organic Waste collection service as determined to be appropriate by the Jurisdiction. Such service provision will not be optional and shall be provided to all generators. Pursuant to 14 CCR Section 18998.1(a)(1), at least ninety percent (90%) of Commercial Businesses and ninety percent (90%) of the residential sector subject to a Jurisdiction's authority must be provided with three-container Organic Waste collection service for a Jurisdiction to use the Performance-Based Compliance Approach.

Pursuant to SB 1383 Regulations (14 CCR Section 18984.12), Jurisdictions that are eligible for, apply for, and receive low population, rural and/or high elevation waivers may exempt Commercial Businesses and owners (including Multi-Family) from some generator requirements as specified in the waiver applied for and granted by CalRecycle, provided that the Jurisdiction meets the ninety percent (90%) participation requirements in the areas not subject to the waiver(s). Those Jurisdictions receiving such waivers shall modify the following requirements, if needed, according to the specifics of the waiver granted.

While waivers for low-population areas and high-elevation areas waiver some SB 1383 regulatory requirements for generators and Jurisdictions, AB 341 and AB 1826 requirements apply for Commercial Businesses that are covered by AB 341 and AB 1826 and located in these areas. As a result, Jurisdictions with these waivers may need to this Section to require Commercial Businesses that are covered by AB 341 and AB 1826 and located in these areas to comply with AB 341 and AB 1826 requirements in alignment with the Jurisdiction's AB 341 Commercial recycling program and AB 1826 Organic Waste recycling programs.

Commercial Businesses, which includes Multi-Family Residential Dwellings, shall:

(a) Except Commercial Businesses that meet the Self-Hauler requirements in Section 12 of this ordinance, be automatically enrolled in the Jurisdiction's three-container Organic Waste collection services with a Source Separated Recyclable Materials service level of _____ (Jurisdiction to insert minimum required service level, which could be a specified number of gallons or cubic yards of weekly service, a level equal to the garbage service level, or other basis), and with a Source Separated Green Container Organic Waste service level of _____ (Jurisdiction to insert minimum required service level, which could be a specified number of gallons or cubic yards of weekly service, a level equal to the garbage service level, or other basis), approved by the _____ (Jurisdiction to insert solid waste manager, public works director or other authorized entity). Jurisdiction shall have the authority to change the minimum required service levels over time. The Commercial Business' Source Separated Recyclable Materials service level and Source Separated Green Container Organic Waste service level must be sufficient for the amount of Source Separated Recyclable Materials and Source Separated Green Container Organic Waste generated by the Commercial Business. Jurisdiction shall have the right to review the number, size, and location of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of

materials and containment of materials; and, Commercial Business shall adjust its service level for its collection services as requested by the Jurisdiction.

Guidance: In subsection (a) above, auto enrollment means that Multi-Family and Commercial generators will be subscribed to Organic Waste collection service as determined to be appropriate by the Jurisdiction. Such service provision will not be optional and shall be provided to all generators. This will help the Jurisdiction meet the Performance-Based Compliance Approach requirement that such service shall be provided without requiring businesses or residents to request it prior to enrollment pursuant to 14 CCR Section 18998.1(a)(4).

(b) Except Commercial Businesses that meet the Self-Hauler requirements in Section 12 of this ordinance, participate in and comply with the Jurisdiction's three-container (Blue Container, Green Container, and Gray Container) collection service by placing designated materials in designated containers as described below. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

(c) Supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors (conforming with Section 7(d)(1) and 7(d)(2) below), for employees, contractors, tenants and customers, consistent with Jurisdiction's Blue Container, Green Container, and Gray Container collection service.

(d) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste, and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial 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. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

(1) A body or lid that conforms with the container colors provided through the collection service provided by Jurisdiction, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. 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 the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

(2) Container labels that include language or graphic images or both indicating the primary material accepted and the primary materials prohibited in that container or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labels are required on new containers commencing January 1, 2022.

(e) Excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the Jurisdiction's Organic Waste, Non-Organic Recyclables, and non-Organic Waste collection service to the extent practical through education, training, Inspection, and/or other measures.

(f) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Container, Green Container, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

Guidance: In subsection (g) above, Jurisdictions may wish to specify a frequency upon which business owners shall inspect containers for contamination such as quarterly, twice annually, or annually instead of periodically, but this specified frequency is not required by the SB 1383 Regulations.

(g) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.

(h) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

(i) Provide or arrange access for Jurisdiction or its agent to their properties during all Inspections conducted in accordance with Section 16 of this ordinance to confirm compliance with the requirements of this Ordinance.

(j) Accommodate and cooperate with Jurisdiction's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with Section 6(b). The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and Gray Containers. Guidance: This subsection is an optional provision. It is not required by the SB 1383 Regulations. Jurisdictions may include this if they choose to use a Remote Monitoring system to monitor for Prohibited Container Contaminants to support their compliance with 14 CCR Section 18984.5, Container Contamination

minimization requirements. Jurisdictions granting collection frequency waivers may choose to require Remote Monitoring for generators granting such waivers. For Jurisdictions using a two- container system, delete Blue Container or Green Container as applicable from the first sentence. For Jurisdictions using a one-container system, delete this subsection.

(k) At Commercial Business' option and subject to any approval required from the Jurisdiction, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, Green Containers, and Gray Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, Green Containers, and Gray Containers subject to written notification to or approval by the Jurisdiction or its Designee. Guidance: This subsection is an optional provision. It is not required by the SB 1383 Regulations. It is provided to address scenarios in which Commercial Businesses want to implement their own Remote Monitoring systems, which involves installation of equipment on containers owned by the Jurisdiction or its hauler. Commercial Businesses may want to implement the Remote Monitoring system to monitor their compliance with 14 CCR Section 18984.9. For Jurisdictions using a two- container system, delete Blue Container or Green Container as applicable from the first sentence.

(l) If a Commercial Business wants to self haul, meet the Self-Hauler requirements in Section 12 of this ordinance.

(m) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(n) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 9.

SECTION 8. WAIVERS FOR GENERATORS

Guidance: Pursuant to 14 CCR Section 18984.11, the SB 1383 Regulations allow Jurisdictions, at their option, to grant waivers to generators for physical space limitations, de minimis volumes, and/or collection frequency waivers. These waivers are applicable only to three-, three-plus, and two-container systems and are optional for Jurisdictions using either the Standard Compliance Approach or the Performance-Based Compliance Approach. This Section 8 of the Model Ordinance focuses on the requirements that must be met by Organic Waste Generators or businesses applying to the Jurisdiction for physical space, de minimis, and collection frequency waivers. Other waivers covered in 14 CCR Section 18984.12, including low population, rural, and high elevation can only be applied for by the Jurisdiction to CalRecycle and are not covered herein.

Jurisdictions using the Performance-Based Compliance Approach may issue waivers at their discretion provided that the minimum ninety percent (90%) Commercial and ninety percent (90%) residential collection program participation levels are met. Jurisdictions using the Performance-Based Compliance Approach are not subject to the recordkeeping requirements for documentation evidencing the need for such waivers to CalRecycle pursuant to 14 CCR Section 18998.2(a)(7), as provided in this Section or the reporting requirement on the number and type of waivers issued.

Jurisdictions may choose to include one or more of the three options presented below (de minimis, physical space, and collection frequency waivers), or any combination thereof, if Jurisdiction chooses to allow such waivers. Jurisdictions that choose not to a specific type of waiver shall omit provisions below applicable to that waiver.

For Jurisdictions with low-population area and/or high-elevation area waivers, it is important to recognize that the SB 1383 waivers are different than the waivers allowed under AB 341 and AB 1826. As a result, Jurisdictions with low-population area and/or high-elevation area waiver(s) that choose to offer waivers to Commercial Businesses that are covered by AB 341 and/or AB 1826 and located in these areas may need to include a separate section that describes the waivers for these generators.

(a) De Minimis Waivers (Optional for Three-, Three-Plus, and Two-Container Systems per 14 CCR Section 18984.11). Guidance: Pursuant to 14 CCR Section 18984.11(a)(1), the SB 1383 Regulations limit de minimis waivers to Commercial Businesses as reflected in this language. A Jurisdiction may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 8(a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

(1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 8(a)(2) below.

(2) Provide documentation that either:

(A) 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 Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

(B) 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 Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

(3) Notify Jurisdiction if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

(4) Provide written verification of eligibility for de minimis waiver every 5 years, if Jurisdiction has approved de minimis waiver.

(b) Physical Space Waivers (Optional for Three-, Three-Plus, and Two-Container Systems) Guidance: Pursuant to 14 CCR Section 18984.11(a)(1), SB 1383 Regulations limit de minimis waivers to Commercial Businesses as reflected in this language. Jurisdiction may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the Jurisdiction has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 6 or 7.

A Commercial Business or property owner may request a physical space waiver through the following process:

(1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

(2) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer. Guidance: For Jurisdictions using a two-container system, delete Blue Container or Green Container, as applicable.

(3) Provide written verification to Jurisdiction that it is still eligible for physical space waiver every five years, if Jurisdiction has approved application for a physical space waiver.

(c) Collection Frequency Waiver (Optional for Three-, Three-Plus, and Two-Container Systems) Guidance: Include Section 8(c) only if Jurisdiction offers waivers for less-than-weekly Gray Container and/or Blue Container collection service (meeting the requirements in 14 CCR Section 18984.11 3(A)1) to Single-Family or Commercial Business owners or tenants subscribing to a two-, three-, or three-plus container collection service. Jurisdiction to indicate below whether their collection service is a two-, three-, or three-plus-container system, and specify whether these waivers are available for the Blue Container, Gray Container, or both, as appropriate for the collection system.. Jurisdiction, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business establishment or industry that subscribes to the Jurisdiction's three-, three-plus, or two-container Organic Waste collection service to arrange for the

collection of their Blue Container, Gray Container, or both once every fourteen days, rather than once per week.

(d) Review and Approval of Waivers by Jurisdiction (Optional)

Guidance: At its option, Jurisdictions may wish to include a provision that identifies which staff person or department will be responsible for review and approval of waivers. Note that Jurisdictions' authority to issue a waiver cannot be delegated to a private entity pursuant to the SB 1383 Regulations (14 CCR Section 18984.11(c)).

SECTION 9. REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section 9 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(c) Commercial Edible Food Generators shall comply with the following requirements:

(1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

(2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

(3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

(4) Allow Jurisdiction's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.

(5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(A) 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 14 CCR Section 18991.3(b).

(B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

(C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(iii) The established frequency that food will be collected or self-hauled.

(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

(6) (Optional) No later than _____ of each year (Jurisdiction to insert date) commencing no later than _____ for Tier One Commercial Edible Food Generators and _____ for Tier Two Commercial Edible Food Generators (Jurisdiction to insert dates), provide an annual Food Recovery report to the Jurisdiction that includes the following information: _____. Guidance: While the SB 1383 Regulations do not require reporting by Commercial Edible Food Generators, Jurisdictions may want to consider adding this optional requirement that generators submit records of their contracts or written agreements and Food Recovery activities annually to monitor Commercial Edible Food Generator compliance and gather information for capacity planning purposes. While it is also not required, Jurisdictions may want to require reporting on the amount and type of Edible Food that was not accepted by Food Recovery Organizations or services for donation.

(d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

SECTION 10. REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES, JURISDICTIONS, AND REGIONAL AGENCIES

Guidance: The inclusion of "Jurisdictions and Regional Agencies" in the title of this Section 10 is specific to County ordinances in reference to the Food Recovery capacity planning requirements specified in subsection 10(e) below. Remove this part of the title if Jurisdiction is not drafting a County ordinance, or modify the title to remove "Regional Agencies" if no such agencies operate within the County.

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

(2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

(3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

(4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

(2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

(3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

(c) (Optional provision) Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b). Guidance: This Section 10(c) provides information about Good Samaritan protections. This is not required

by SB 1383 Regulations, but the California Good Samaritan Food Act requires Environmental Health Department inspectors to promote Food Recovery and educate local businesses and organizations about liability protections for businesses donating food. Inclusion of this language will expand education requirements for Food Recovery beyond that required by SB 1383 Regulations.

(d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the Jurisdiction and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the Jurisdiction it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than _____ (Jurisdiction to insert date). Guidance: This Section 10(d) is included to capture the reporting requirements specified in 14 CCR Section 18994.2(h)(2)(A), which only requires reporting by Food Recovery Organizations and Food Recovery Services on the total pounds of Edible Food recovered from Commercial Edible Food Generators annually. Jurisdictions may choose to expand these reporting requirements to capture additional information to support their capacity planning efforts and for other purposes. For example, while SB 1383 Regulations do not require reporting on amount and type of Edible Food not accepted by Food Recovery Organizations and Food Recovery Services, Jurisdictions may want to consider adding such a requirement.

(e) Food Recovery Capacity Planning

(1) Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the Jurisdiction shall provide information and consultation to the Jurisdiction, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the Jurisdiction and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the Jurisdiction shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the Jurisdiction. Guidance: SB 1383 Regulations (14 CCR Section 18992.2) require that counties conduct Edible Food Recovery capacity planning, in coordination with Jurisdictions and Regional Agencies, and consult with Food Recovery Organizations and services regarding existing, or proposed new and expanded, capacity that could be accessed by the Jurisdiction and its Commercial Edible Food Generators. Entities contacted by a Jurisdiction shall respond within 60 days regarding available and potential new or expanded capacity, pursuant to 14 CCR Section 18992.2(b), or another timeframe could be inserted within the ordinance that is less than 60 days, but this is not required.

(2) Jurisdictions and Regional Agencies. (Provision for County ordinances) Guidance: SB 1383 Regulations require that counties conduct Food Recovery capacity planning in coordination with cities, special districts that provide solid waste collection services, and Regional Agencies within the county. Jurisdictions that are not counties may remove this subsection (e), as their ordinances would not regulate other Jurisdictions or regional agencies; however, cities and special districts that provide solid waste collection services, and regional agencies should be aware of their requirement to conduct capacity planning in coordination with the County. Cities, special districts that provide solid waste collection services, and regional agencies located within the county shall conduct Edible Food Recovery capacity planning, in coordination with the county.

(A) If the county identifies that new or expanded capacity to recover Edible Food is needed, then each Jurisdiction within the county that lacks capacity shall:

(i) Submit an implementation schedule to CalRecycle and the county 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 14 CCR Section 18992.3. The implementation schedule shall include the information specified in 14 CCR Section 18992.2(c)(1)(A).

(ii) 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.

(B) If the county finds that new or expanded capacity is needed, the county shall notify the Jurisdiction(s) that lack sufficient capacity.

(C) A City, Special District that provides solid waste collection services, or Regional Agency contacted by the county pursuant to this Section shall respond to the county's request for information within 120 days of receiving the request from the county, unless a shorter timeframe is otherwise specified by the county.

Guidance: If a City, Special District that provides solid waste collection services, or Regional Agency fails to provide the necessary information within 120 days, the county is not required to include estimates for that Jurisdiction in its capacity plan in the report it submits pursuant to 14 CCR Section 18992.3.

SECTION 11. REQUIREMENTS FOR HAULERS AND FACILITY OPERATORS

(a) Requirements for Haulers (Standard Compliance Approach; Optional for Performance-Based Compliance Approach)

Guidance: Jurisdictions using the Standard Compliance Approach are required to adopt an ordinance or other enforceable mechanism for hauler regulation requirements specified in 14 CCR, Division 7, Chapter 12, Article 7. This Section 11(a) of the Model Ordinance provides language to document the hauler regulations. Jurisdictions that are exempt from the Organic Waste collection requirements pursuant to rural, low-population, or high-elevation waivers granted by CalRecycle pursuant to 14 CCR Section 18984.12, and haulers and Self-Haulers operating or located within exempt areas of those Jurisdictions, are not required to comply with the SB 1383 Regulations for the duration of an exemption issued pursuant to 14 CCR Section 18984.12. As a result, these Jurisdictions may omit this Section 11(a).

Jurisdictions adopting the Performance-Based Compliance Approach are not required to impose these requirements on haulers, and do not need to include Section 11(a). However, pursuant to SB 1383 Regulations (14 CCR Section 18998.1(d)(2)) these Jurisdictions must require haulers to keep a record of the documentation of its approval as a hauler by the Jurisdiction. These Jurisdictions may, however, choose to adopt some of these other requirements as well to support their compliance with the requirements of the Performance-Based Compliance Approach collection service requirements.

This Section and this Model address specific regulatory requirements that Jurisdictions must enforce on haulers and other entities as specified in 14 CCR, Division 7, Chapter 12, Article 7. There are other requirements in the SB 1383 Regulations on the Jurisdiction that the Jurisdiction may delegate to a hauler to comply with on their behalf such as Container Contamination requirements, outreach and education requirements, container color requirements, and container labeling requirements. Some of these requirements are more appropriately addressed in franchise agreements, hauler permits, or licensing systems.

Jurisdiction shall place requirements on one or more of the following types of haulers depending upon which type(s) of hauler regulation system(s) are allowed in the Jurisdiction:

Option 1: Exclusive franchised hauler

Option 2: Non-exclusive franchised haulers

Option 3: Permitted haulers

Option 4: Licensed haulers

Option 5: Include a combination of Options 1 through 4 as appropriate

(1) _____(Jurisdiction to insert type(s) of hauler(s) from list above) providing residential, Commercial, or industrial Organic Waste collection services to generators within the Jurisdiction's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the Jurisdiction to collect Organic Waste:

(A) Through written notice to the Jurisdiction annually on or before _____ (Jurisdiction to insert date), identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, and Mixed Waste. Guidance: For Jurisdictions with three- and three-plus container systems that do not allow Organic Waste, such as Food Waste to be collected in the Gray Container, delete Mixed Waste. For Jurisdictions with two-container systems, delete Source Separated Recyclable Materials or Source Separated Green Container Organic Waste as applicable.

(B) Transport Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, and Mixed Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2. Guidance: For Jurisdictions with three- and three-plus container systems that prohibit Organic Waste, such as Food Waste to be collected in the Gray Container, delete Mixed Waste. For Jurisdictions with two-container systems, delete Source Separated Recyclable Materials or Source Separated Green Container Organic Waste as applicable.

(C) Obtain approval from the Jurisdiction to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 13 of this ordinance, and Jurisdiction's C&D ordinance.

(2) _____(Jurisdiction to insert type(s) of hauler(s) from list above) authorization to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with Jurisdiction. Guidance: This Section 11(a)(2) is not a requirement of SB 1383 Regulations, but Jurisdictions may want to include it as a cross-reference to other documents that contain hauler requirements.

(b) Requirements for Facility Operators and Community Composting Operations

(1) 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 shall, upon Jurisdiction request, provide information 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. Entities contacted by the Jurisdiction shall respond within 60 days. Guidance: The SB 1383 Regulations include specific requirements for processing and facility standards. CalRecycle's Model Franchise Agreement Tool includes more specific detail on those operative requirements for facilities. In addition to the capacity planning requirements, Jurisdictions may consider including a reference here to a franchise agreement, facility agreement, different section of the Jurisdiction's municipal/county code, or other relevant document(s) where facility standards are specified.

(2) Community Composting operators, upon Jurisdiction request, shall provide information to the Jurisdiction to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the Jurisdiction shall respond within 60 days.

SECTION 12. SELF-HAULER REQUIREMENTS

Guidance: The SB 1383 Regulations (14 CCR Division 7, Chapter 12, Article 7) specify requirements for Self-Haulers (which includes back-haulers per the Self-Hauler definition of the SB 1383 Regulations). Jurisdictions that allow for self-hauling and are using either the Standard Compliance Approach or Performance-Based Compliance Approach are required to adopt an ordinance or other enforceable mechanism for Self-Hauler regulation requirements. This Section 12 of the Model Ordinance provides language to document the Self-Hauler regulations. If Jurisdictions do not allow self-hauling, this Section 12 may be deleted.

Jurisdictions that are exempt from the Organic Waste collection requirements pursuant to rural, low-population, or high-elevation waivers granted by CalRecycle pursuant to SB 1383 Regulations (14 CCR Section 18984.12), and haulers and Self-Haulers operating or located within exempt areas of those Jurisdictions, are not required to comply with the SB 1383 Regulations for the duration of an exemption issued pursuant to 14 CCR Section 18984.12. As a result, these Jurisdictions may omit this Section 12.

(a) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that Jurisdiction otherwise requires generators to separate for collection in the Jurisdiction's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

(b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

(c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) 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. The records shall include the following information:

(1) Delivery receipts and weight tickets from the entity accepting the waste.

(2) The amount of material in cubic yards or tons transported by the generator to each entity.

(3) 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 materials 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.

(d) (Optional) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 12(c) to Jurisdiction if requested. Guidance: Self-Hauler reporting is not required by the SB 1383 Regulations. If a Jurisdiction includes this subsection, Jurisdiction may want to identify who the information should be provided to and on what dates, either in this subsection or in other online or other communications to Self-Haulers. Jurisdiction may also want to include a provision specifying that Self-Haulers need to register with the Jurisdiction, if such a system is available or desired, in order to more consistently track this information.

(e) A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section 12(c) and (d).

SECTION 13. COMPLIANCE WITH CALGREEN RECYCLING REQUIREMENTS

Guidance: SB 1383 Regulations (14 CCR Section 18989.1) require that a Jurisdiction, which is a city, county, or a city and county, adopt an ordinance or other enforceable requirement that requires compliance with C&D recycling requirements for Organic Waste commingled with C&D and for provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019

and effective January 1, 2020 ("CALGreen SB 1383 Baseline Requirements"). This Section 13 provides example language that is structured to fulfill this requirement related narrowly on the CALGreen SB 1383 Baseline Requirements. Pursuant to SB 1383 Regulations (14 CCR Section 18989.1(b)), a Jurisdiction that is not a city, county, or city and county, is not required to include these CALGreen requirements and may delete this Section 13.

SB 1383 Regulations (14 CCR Section 18989.1) cite specific date of effectiveness for CALGreen of January 1, 2020. Jurisdictions' ordinances need to meet or exceed these CALGreen SB 1383 Baseline Requirements. If Jurisdictions have the ability to adopt an ordinance that allows for an "auto" update of the Jurisdiction's ordinance as the CALGreen requirements change, that approach is allowable. If the "auto" update results in changes in CALGreen with standards that are less than those in the CALGreen SB 1383 Baseline Requirements, then the Jurisdiction will need to maintain the standards in the CALGreen SB 1383 Baseline Requirements.

Jurisdictions with an ordinance or similarly enforceable mechanism requiring compliance with CALGreen can omit this Section. Jurisdictions should note that while these CALGreen provisions are included in this Model Ordinance, a Jurisdiction may determine it is more appropriate to include these CALGreen requirements in a separate ordinance or in a different, more relevant municipal code section (e.g., building or planning code). Also note that Jurisdictions are not required to address the CALGreen requirements through an ordinance if they prefer to use another type of enforceable mechanism. In such case, Jurisdictions should delete this Section.

If Jurisdictions do not have a separate C&D ordinance or municipal code that address other C&D related policies, Jurisdictions may want to expand this Section to address collection, recycling, diversion, tracking, and/or reporting of C&D.

(a) Persons applying for a permit from the Jurisdiction for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the Jurisdiction. If the requirements of CALGreen are more stringent then the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to Jurisdiction's building and/or planning code for complete CALGreen requirements.

(b) For projects covered by CALGreen or more stringent requirements of the Jurisdiction, the applicants must, as a condition of the Jurisdiction's permit approval, comply with the following:

(1) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue

Container and Green Container materials, consistent with the three-, three-plus, or two-container collection program offered by the Jurisdiction, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020. Guidance: Include only for three- and two-container systems. For a two-container system, delete reference to Blue Container or Green Container as appropriate. Note that the last portion of the requirement beginning with "…or comply with provisions of adequate space…" is intended to create an "auto-update" of the ordinance when CALGreen changes over time. Jurisdictions may choose to eliminate this provision at their option, if they prefer to update their ordinance each time CALGreen changes.

(2) New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-, three-plus, or two-container collection program offered by the Jurisdiction, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020. Guidance: Include only for three-, three-plus, and two-container systems. For a two-container system, delete reference to Blue Container or Green Container as appropriate. Note that the last portion of the requirement beginning with "…or comply with provisions of adequate space…" is intended to create an "auto-update" of the ordinance when CALGreen changes over time. Jurisdictions may choose to eliminate this provision at their option, if they prefer to update their ordinance each time CALGreen changes.

(3) Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with Jurisdiction's C&D ordinance, Section ___ of Jurisdiction's municipal code, and all written and published Jurisdiction policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D. Guidance: Jurisdictions with a C&D ordinance may choose to add a link to their ordinance in this subsection.*

SECTION 14. MODEL WATER EFFICIENT LANDSCAPING ORDINANCE REQUIREMENTS

Guidance: SB 1383 Regulations (14 CCR Section 18989.2) require that a Jurisdiction, which is a city, county, or a City and county, adopt an ordinance or other enforceable requirement that requires compliance with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWWELO as amended September 15, 2015 ("MWELO SB 1383 Baseline Requirements"). This Section 14 provides example language that is structured to fulfill this requirement related narrowly on the MWELO SB 1383 Baseline Requirements. As a result, the Model does not broadly address all requirements of MWELO. Pursuant to SB 1383 Regulations (14 CCR Section 18989.2(b)), a Jurisdiction that is not a city, county, or city and county, is not required to include these MWELO requirements and may delete this Section 14.

SB 1383 Regulations (14 CCR Section 18989.2) cite a specific date of effectiveness for MWELO of September 15, 2015. Jurisdictions' ordinances need to meet or exceed these MWELO SB 1393 Baseline Requirements. If a Jurisdiction has the ability to adopt an ordinance that allows for an "auto" update of the Jurisdiction's ordinance as the MWELO requirements change, that approach is allowable. If the "auto" update results in changes in MWELO with standards that are less than those in the MWELO SB 1383 Baseline Requirements, then the Jurisdiction will need to maintain the standards in the MWELO SB 1383 Baseline Requirements.

Jurisdictions that have an existing MWELO ordinance or other enforceable mechanism that covers the MWELO SB 1383 Baseline Requirements may omit this provision. Jurisdictions should note that while these MWELO provisions are included in this Model Ordinance, a Jurisdiction may determine it is more appropriate to include these MWELO requirements in a separate ordinance or in a different, more relevant municipal code section (e.g., building or planning code). Also note that Jurisdictions are not required to address the MWELO requirements through an ordinance if they prefer to use another type of enforceable mechanism. In such case, Jurisdictions should delete this Section.

(a) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the Jurisdiction, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section 14.

(b) The following Compost and mulch use requirements that are part of the MWELO are now also included as requirements of this ordinance. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7. Guidance: In the preceding sentence, Jurisdictions can insert link to its own WELO if the provisions are equal to or greater in stringency than Sections 492.6(a)(3)(B)

(C), (D), and (G) of the September 15, 2015 MWELO, but proof of these requirements will need to be submitted to CalRecycle.

(c) Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 14(a) above shall:

(1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:

(A) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

(B) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

(C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

(2) The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 14(a) shall consult the full MWELO for all requirements.

(d) If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWWELO September 15, 2015 requirements in a manner that requires Jurisdictions to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

SECTION 15. PROCUREMENT REQUIREMENTS FOR JURISDICTION DEPARTMENTS, DIRECT SERVICE PROVIDERS, AND VENDORS

Guidance: This Section 15 of the Model Ordinance includes example procurement requirements to address the Recovered Organic Waste Product and Recycled-Content Paper procurement requirements pursuant to SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 12). The first Section 15(a) provides a simple statement of requirements for Jurisdiction's departments to comply with the Jurisdiction's purchasing policy, which is anticipated to be adopted or amended to address the procurement requirements in SB 1383 Regulations. The second Section 15(b) specifies Recycled-Content Paper requirements for vendors. Jurisdictions should note that while these provisions are included in this Model Ordinance, a Jurisdiction may determine it is more appropriate to include these procurement requirements in a separate ordinance or in a different, more relevant municipal code section. Jurisdictions may also choose not to include the requirements in an ordinance, and instead use another type of enforceable mechanism to document the requirements.

This Model anticipates that Recovered Organic Waste Product and Recycled-Content Paper procurement requirements of the SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 12) will be described fully in a separate procurement policy(ies) developed by Jurisdictions. The separate procurement policy(ies) is(are) anticipated to contain additional requirements that the Jurisdiction will place on its departments, purchasers, and others for procuring Compost, mulch, Renewable Gas, electricity from biomass, and Recycled-Content Paper products and Printing and Writing Paper and Recovered Organic Waste Products. Jurisdiction shall adopt a separate procurement policy(ies) by an action of its governing body. Requiring compliance with that policy(ies) through an ordinance is one way to ensure the provisions are enforceable, which is required for certain procurement provisions. For example, in order for mulch to qualify as a Recovered Organic Waste Product that the Jurisdiction may procure to comply with SB 1383 Regulations (14 CCR Division 7, Chapter 12, Article 12), the Jurisdiction must have an enforceable ordinance, or similarly enforceable mechanism, that requires the mulch to meet certain standards, pursuant to 14 CCR Section 18993.1(f)(4). Note that CalRecycle developed a separate Model Procurement Policy as a tool for Jurisdictions. Refer to the Additional CalRecycle Resources section in the Guidance section of this Model for a link to the Model Procurement Policy.

(a) Jurisdiction departments, and direct service providers to the Jurisdiction, as applicable, must comply with the Jurisdiction's Recovered Organic Waste Product procurement policy adopted on _____ and Recycled-Content Paper procurement policy adopted on _____ (Jurisdiction to amend the title(s) of the "procurement policy(ies)" to reflect their title and insert date in the blank). Guidance: In this Model Ordinance, it is anticipated that Jurisdictions will adopt a Recovered Organic Waste Product procurement policy and Recycled-Content Paper procurement policy (or amend existing one(s)) to incorporate procurement requirements required by SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 12). The purpose of this statement is to identify the requirement for all

Jurisdiction's departments and direct service providers, if applicable, to comply with the policy(ies) and ensure the policy(ies) is(are) enforceable.

(b) All vendors providing Paper Products and Printing and Writing Paper shall:

Guidance: This Section 15(b) presents Recycled-Content Paper requirements for Jurisdiction's vendors to support Jurisdiction's compliance with SB 1383 Regulations (14 CCR Section 18993.3). Jurisdiction may choose to use less specific language here and instead require vendors supplying Paper Products and Printing and Writing Paper to comply with the Jurisdiction's procurement policy, if such policy is adopted prior to or at the same time as this ordinance. If Jurisdiction already has a procurement policy, it may need to be updated to address the Recycled-Content Paper procurement requirements and to address Recovered Organic Waste Product procurement.

Section 22150 of the Public Contracts Code requires local governments to purchase recycled products instead of non-recycled products whenever recycled products are available at the same or a lesser total cost than non-recycled items, if fitness and quality are equal. Under SB 1383 Regulations (14 CCR Section 18993.3), Jurisdictions are not prohibited from either using a price preference (usually 5 to 10 percent) for Recycled-Content Paper or requiring Recycled-Content Paper regardless of price. The options are presented below for consideration.

(1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items or at a total cost of no more than ___% of the total cost for non-recycled items.
Guidance: The procurement requirements specified here are consistent with the Public Resources Code Section 22150 with the exception of the blue highlighted text. Jurisdiction that do not want to include any pricing preference for Recycled-Content Paper should delete the blue highlighted text. Jurisdictions that want to establish a pricing preference for purchase of Recycled-Content Paper shall retain the blue highlighted text and insert a percentage amount.

(2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.

(3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction. This certification requirement may be waived 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.

(4) Certify in writing, on invoices or receipts provided, 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 Code of Federal Regulations (CFR) Section 260.12 (2013).

(5) Provide records to the Jurisdiction's Recovered Organic Waste Product procurement recordkeeping Designee, in accordance with the Jurisdiction's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the Jurisdiction. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 15(b)(3) and 15(b)(4) of this ordinance for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

SECTION 16. INSPECTIONS AND INVESTIGATIONS BY JURISDICTION

Guidance: SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 14) require Jurisdictions to inspect regulated entities for compliance and to take Enforcement Action against non-compliant entities including generators, Tier One and Tier Two Commercial Edible Food Generators, Food Recovery Organizations, Food Recovery Services, haulers, and Self-Haulers. This Section 16 provides example ordinance language to provide the Jurisdiction the right to conduct Inspections and investigations. Section 17 addresses enforcement. This Model language presents a simple approach to establishing the right to inspect or investigate. Some Jurisdictions may want to expand on this to include more specificity, including more specific identification of who has the authority to inspect, what entities may be inspected or investigated, and the protocols for such Inspections and investigations. Note that for Jurisdictions using the Performance-Based Compliance Approach, their Inspection and enforcement obligations under SB 1383 Regulations are limited to Tier One and Tier Two Commercial Edible Food Generators, Food Recovery Organizations, Food Recovery Services, as specified in 14 CCR Sections 18998.2(a)(8) through 18998.2(a)(11).

(a) Jurisdiction representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators,

Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow Jurisdiction to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section 6(b) or 7(b) of this ordinance, Jurisdiction may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section 6(k) or 7(k) of this ordinance. (Optional) Guidance: The Remote Monitoring addressed in the preceding sentence is not required by the SB 1383 Regulations. Jurisdictions may include this if they choose to use a Remote Monitoring system to monitor for Prohibited Container Contaminants to support their compliance with 14 CCR Section 18984.5, Container Contamination minimization requirements.

(b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the Jurisdiction's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment (optional); or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

(c) Any records obtained by a Jurisdiction during its Inspections, Remote Monitoring, and other reviews 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.

(d) Jurisdiction representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

(e) Jurisdiction shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints. Guidance: Jurisdiction shall develop a method to accept anonymous complaints and require that all complaints be made in writing with specified information. See SB 1383 Regulations (14 CCR Section 18995.3) for more guidance.

SECTION 17. ENFORCEMENT

Guidance: SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Articles 14 and 16) specify Jurisdiction's requirements for enforcement and assessment of administrative civil penalties, respectively. Section 17 provides example language to support the enforcement process and assessment of penalties. Jurisdictions will need to make sure that the enforcement language in their ordinance conforms with their own enforcement procedures. Jurisdictions will need to modify the enforcement language to match their current and desired enforcement procedures. In addition, Jurisdictions may want to provide enforcement procedures and requirements stricter than those specified in the SB 1383 Regulations at its option.

(a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a Jurisdiction Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The Jurisdiction's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

(b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. Jurisdiction may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. Jurisdiction may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of Jurisdiction staff and resources.

(c) Responsible Entity for Enforcement

(1) Enforcement pursuant to this ordinance may be undertaken by the Jurisdiction Enforcement Official, which may be the city manager or their designated entity, legal counsel, or combination thereof.

(2) Enforcement may also be undertaken by a Regional or County Agency Enforcement Official, designated by the Jurisdiction, in consultation with Jurisdiction Enforcement Official.

(A) Jurisdiction Enforcement Official(s) (and Regional or County Agency Enforcement Official, if using) will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.

(B) Jurisdiction Enforcement Official(s) (and Regional or County Agency Enforcement Official, if using) may issue Notices of Violation(s).

Guidance: Include Section 17(c)(2) above if Jurisdiction intends to delegate enforcement responsibilities to a Regional Agency, County, or joint powers authority. Regional or County Agency Enforcement Officials may include environmental health director or Designee; executive director of Regional Agency or joint powers authority or Designee; or county administrator or Designee.

(d) Process for Enforcement

(1) Jurisdiction Enforcement Officials or Regional or County Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring). Section 16 establishes Jurisdiction's right to conduct Inspections and investigations.

(2) Jurisdiction may issue an official notification to notify regulated entities of its obligations under the ordinance.

(3) For Jurisdictions assessing contamination processing fees/penalties. For incidences of Prohibited Container Contaminants found in containers, Jurisdiction will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within ___ days after determining that a violation has occurred. If the Jurisdiction observes Prohibited Container Contaminants in a generator's containers on more than ___ (_) consecutive occasion(s), the Jurisdiction may assess contamination processing fees or contamination penalties on the generator.
Guidance: Jurisdiction to include this provision if it chooses to assess contamination penalties or contamination processing fees for additional costs of processing Contaminated Containers; otherwise Jurisdictions should delete provision. Notwithstanding the Jurisdiction enforcement requirements in SB 1383 Regulations (14 CCR Section 18995.1), do not require Jurisdictions to impose administrative civil penalties on generators for violation of Prohibited Container Contaminants requirements. If choosing to include these optional fees, Jurisdictions should modify this Section to specify the conditions and procedure for issuance of the fees. For example, a fee could be assessed per instance of contamination or could be assessed after certain number of consecutive instances. For Jurisdictions choosing not to assess contamination processing fees or contamination penalties, delete Section 17(d)(3).

(4) With the exception of violations of generator contamination of container contents addressed under Section 17(d)(3), Jurisdiction shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.

(5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, Jurisdiction shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the Jurisdiction's _____ policy/ordinance/guidelines or requirements contained in Section 17(k), Table 1, List of Violations. Guidance: Note that the Jurisdiction shall amend the text in blue highlighting to identify its policy/ordinance/guidelines related to assessment of penalties or the penalty amounts and/or should refer to Table 1 if it has chosen to include Table 1 in its ordinance.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the Jurisdiction or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(e) Penalty Amounts for Types of Violations

Guidance: SB 1383 Regulations (14 CCR Section 18997.2) require assessment of penalties with minimum penalty levels consistent with the applicable requirements prescribed in Government Code Sections 53069.4, 25132, and 36900. Jurisdictions may choose to use the ranges of penalties included in the Government Code Section and listed below, or may choose to amend the penalty amounts shown below to establish a specific penalty level (rather than a range) for each violation type. Jurisdictions that choose to pick a specific penalty amount must select an amount that is somewhere in the range or higher than the amounts shown below, but no lower than the lowest value for each range listed below, and consistent with the ranges listed in Sections 53069.4, 25132, and 36900 of the Government Code. Jurisdictions should indicate if these penalties are consistent or different than administrative penalties in Jurisdiction's code.

The penalty levels are as follows:

(1) For a first violation, the amount of the base penalty shall be $50 to $100 per violation.

(2) For a second violation, the amount of the base penalty shall be $100 to $200 per violation.

(3) For a third or subsequent violation, the amount of the base penalty shall be $250 to $500 per violation.

(f) Factors Considered in Determining Penalty Amount

Guidance: Jurisdictions may consider including this Section if the penalty amounts are defined as a range (rather than a specific penalty amount). Note that the factors listed below are the factors that will be used by CalRecycle to determine penalties against Jurisdictions and other regulated entities, rather than Jurisdictions against

generators, and have been included here for example purposes. Jurisdictions may consider including these factors, but this is not required. Jurisdictions should customize this Section, if including, to list relevant factors or reference other sections of their municipal/county code if similar provisions already exist.

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount 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.

(g) Compliance Deadline Extension Considerations

The Jurisdiction may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 17 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

(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; or,

(3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with Jurisdiction's procedures in the Jurisdiction's codes for appeals of administrative citations. Evidence may be presented at the hearing. The Jurisdiction will appoint

a hearing officer who shall conduct the hearing and issue a final written order. Guidance: Jurisdiction shall select an employee or Designee to act as hearing officer who is different from their enforcement official.

(i) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, Jurisdiction will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if Jurisdiction determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024. Guidance: Jurisdictions may initiate the education period prior to January 1, 2022, but no later than that date pursuant to SB 1383 Regulations (14 CCR Section 18995.1(a)(4)).

(j) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the Jurisdiction determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 17, as needed. Guidance: 14 CCR Section 18995.4(a)(1) requires that Jurisdictions initiate Enforcement Actions no later than January 1, 2024. Jurisdiction may consider having penalties start earlier than January 1, 2024. If so, it shall amend the dates in Sections 17(i) and 17(j) above to fit its commencement date for enforcement.

(k) Enforcement Table

Guidance: While Jurisdictions are required to take Enforcement Actions against regulated entities, Jurisdictions are not required to include an enforcement table in their ordinance. The following table is provided as an informational tool to highlight the primary requirements that a Jurisdiction may choose to include in an enforcement table, based on the Model Ordinance requirements. If a Jurisdiction includes such an enforcement table in their ordinance, they may choose to include more items or delete items from the table depending upon the specifics of their final ordinance and their enforcement program.

Items in Table 1 below requiring enforcement by Jurisdictions using Performance-Based Compliance Approach are indicated in the table with an asterisk (∗). Jurisdictions using the Performance-Based Compliance Approach should modify the table to include only non-compliance items it plans to enforce.

Jurisdictions using a one-container collection service shall include all items except Organic Waste Generator and Commercial Business requirements.

Table 1. List of Violations (Optional)

Requirement	Description of Violation
Commercial Business and Commercial Business Owner Responsibility Requirement Sections 6 and 7∗	Commercial Business fails to provide or arrange for Organic Waste collection services consistent with Jurisdiction requirements and as outlined in this ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator Requirement Section 4, 5, 6 and 7∗	Organic Waste Generator fails to comply with requirements adopted pursuant to this ordinance for the collection and Recovery of Organic Waste.
Hauler Requirement Section, Section 11	A hauler providing residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this ordinance.
Hauler Requirement Section 11	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the Jurisdiction to haul Organic Waste as prescribed by this ordinance.
Hauler Requirement Section 11	A hauler fails to keep a record of the applicable documentation of its approval by the Jurisdiction, as prescribed by this ordinance.
Self-Hauler Requirement Section 12	A generator who is a Self-Hauler fails to comply with the requirements of 14 CCR Section 18988.3(b).
Commercial Edible Food Generator Requirement Section 9∗	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 9∗	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery

	Service and comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement Section 9∗	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 6, 7, and 9∗	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 9∗	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 9.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 10∗	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 10.

∗ Required for Jurisdictions using a Performance-Based Compliance Approach. Items not marked with an ∗ are not required for Jurisdictions using a Performance-Based Compliance Approach. All items in the table are applicable to Jurisdictions using a Standard Compliance Approach.

SECTION 18. EFFECTIVE DATE

This ordinance shall be effective commencing on _____. (Jurisdiction to insert date of effectiveness.)

Guidance: SB 1383 Regulations (14 CCR Section 18981.2(a)) require that an ordinance or other enforceable mechanism be in place no later than January 1, 2022. Jurisdiction is to determine whether to make this ordinance effective prior to January 1, 2022 to allow entities additional time to come into compliance with SB 1383 Regulations through outreach and education efforts provided by Jurisdiction, prior to Inspections, etc. Jurisdiction is required to provide education by February 1, 2022 at the latest, but six months or a year sooner for both education and effective date would give regulated entities more time to understand and comply, prior to Inspections beginning.

Item 6.A

California Recycling Requirements and SB 1383: Short-lived Climate Pollutants Update

Attachment 4

Draft CalRecycle Model Recovered Organic Waste Product Procurement Policy

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CalRecycle

SB 1383 Implementation Tools

Model Recovered Organic Waste Product Procurement Policy

DRAFT
DATE

Prepared by
HF&H Consultants, LLC
in conjunction with
Debra Kaufman Consulting

DISCLAIMER

This Model Tool is for informational and example purposes only. It should not merely be duplicated without consideration of an individual jurisdiction's particular needs or circumstances. It is not intended to cover each and every situation, nor can it anticipate specific needs. In developing this Model Tool, CalRecycle and its consultants (HF&H Consultants in conjunction with Debra Kaufman Consulting) have attempted to ensure that the language herein aligns with the SB 1383 regulations; however, in the event of any conflict, the language in the regulations shall prevail over language in the Model Tool and determination of regulatory intent and interpretation should be appropriately guided by the regulatory language and the official rulemaking record of which this Model Tool is not a component. CalRecycle and its consultants make no representation that use of this Model Tool will ensure compliance with regulatory requirements. This Model Tool does not constitute legal advice. Jurisdictions are encouraged to seek legal counsel appropriate to their particular circumstances regarding compliance with regulatory requirements.

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GUIDANCE ON THE MODEL RECOVERED ORGANIC WASTE PRODUCT PROCUREMENT POLICY

INTRODUCTION

The California Department of Resources Recycling and Recovery (CalRecycle) oversees a variety of programs and policy initiatives to reduce the amount of solid waste sent to landfills and to promote recycling in California, including organic waste recycling under SB 1383. SB 1383, as enacted in 2017 (Lara, Chapter 395, Statutes of 2016), establishes Statewide targets to reduce the Statewide disposal of organic waste by 50 percent by 2020 and 75 percent by 2025; and requires that not less than 20 percent of edible food that is currently disposed be recovered for human consumption by 2025. For the purposes of this document, "SB 1383 regulations" or "SB 1383 regulatory" requirements refer to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of Title 14, Division 7 of the California Code of Regulations (CCR), and amended portions of regulations of Title 14 CCR and Title 27 CCR. The SB 1383 regulations set forth a variety of programmatic and policy-related requirements for jurisdictions, generators, and other entities to support the Statewide goals of SB 1383.

To support jurisdictions and other regulated entities with implementing programs and policies to reach compliance with SB 1383 regulations, CalRecycle offers four Model Implementation Tools including a Model Franchise Agreement, Model Mandatory Organic Waste Disposal Reduction Ordinance, Model Recovered Organic Waste Product Procurement Policy, and Model Food Recovery Agreement. These tools are available for jurisdictions to use and customize to meet their unique needs.

This Guidance supports the use of the Model Recovered Organic Waste Product Procurement Policy (Model Policy). While adopting a recovered organic waste product procurement policy is not an SB 1383 regulatory requirement, the Model Policy was created recognizing that such a policy will help jurisdictions throughout the State meet their annual recovered organic waste product procurement target, as well as the recycled-content paper procurement requirements as described in SB 1383 regulations (14 Division 7, Chapter 12, Article 12). The Model Policy has been developed to provide an easy-to-use and customizable template for jurisdictions creating their procurement policy. The guidance provided herein highlights important considerations to keep in mind when using the Model Policy; customization strategies to adapt the Model Policy to fit jurisdictions' unique conditions; and tips and a list of additional resources.

Note: SB 1383 regulations do not require jurisdictions to adopt a recovered organic waste product procurement policy; however, jurisdictions may find adopting such a procurement policy will support its obligation to comply with the recovered organic waste product procurement requirements of SB 1383 regulations.

SB 1383 regulations (14 CCR Section 18993.1(a)), require a jurisdiction, as of January 1, 2022, to annually procure a CalRecycle-defined quantity of recovered organic waste products. Each jurisdiction's annual recovered organic waste product procurement target will be calculated by multiplying the jurisdiction's population by 0.08 tons of organic waste per California resident. Note that for the purposes of the recovered organic waste product procurement target requirement, a jurisdiction means a city, a county, or a city and county. Entities that are not a city or county or a city and county should take note of this and may exclude a portion of the Model Procurement Policy (Section 3) related to achieving the recovered organic waste product procurement target and can strike associated definitions. The Model Policy also addresses SB 1383 regulatory requirements that jurisdictions purchase, and vendors supply, paper that meets specified recycled-content standards pursuant to 14 CCR Section 18993.3. Note that the recycled-content paper requirements apply to all jurisdictions, including special districts that provide solid waste collection services. The SB 1383 regulatory requirement to purchase recycled-content paper products and printing and writing paper applies to all departments in a jurisdiction that purchase such paper, and shall not be limited to the department tasked with obtaining records to confirm compliance with the SB 1383 regulatory requirements and the jurisdiction's procurement policy. Conversely, a jurisdiction's compliance with the annual recovered organic waste product procurement target may be achieved through the applicable departments that will use such products (e.g., departments of parks and recreation, public works, transportation).

Since a jurisdiction has flexibility on how to meet their annual recovered organic waste product procurement target, none of the sections in the Model Policy are mandatory and should be considered as suggested ways to achieve the jurisdiction's annual recovered organic waste product procurement target. Jurisdictions may choose to include all of the sections, or only some, depending upon their circumstances. Jurisdictions will need to maintain records, however, to show that they have met their annual recovered organic waste product procurement target, and that they have purchased paper meeting the specified recycled-content and recyclability standards. The Model Policy includes language on reporting requirements related to obtaining the information necessary to demonstrate compliance.

It is important to note that under SB 1383 regulations, the "procurement of recovered organic waste products" is not limited to the purchase of material by the jurisdiction, but also includes production or acquisition (e.g., free delivery or free distribution from a hauler or other entity via an agreement) and end use by the jurisdiction or direct service providers through an agreement with the jurisdiction. The procurement target can be fulfilled directly by the jurisdiction or by direct service providers through contracts or agreements for procurement of recovered organic waste products at the jurisdiction's behest. The Model Policy includes sections to cover these possibilities.

The Model Policy is intended to provide multiple options for jurisdictions to consider to meet their annual recovered organic waste product procurement target, which may be reached through procurement of four product types: (i) Compost; (ii) Renewable gas derived from organic waste at an in-vessel digestion facility used for transportation fuel, electricity, or heating; (iii) Electricity from biomass conversion; and, (iv) Mulch. Each of

these product types must meet specific requirements outlined in SB 1383 regulations and also described in the Model Policy. In the case of mulch, the jurisdictions must have an enforceable ordinance or similarly enforceable mechanism that requires the mulch to meet specific contamination standards. A jurisdiction may meet their annual procurement target with one product or through a combination of the four allowable recovered organic waste products. SB 1383 regulations (14 CCR Section 18993.1(k)) specify that a jurisdiction shall identify additional procurement opportunities within the jurisdiction's departments and divisions for expanding the use of recovered organic waste products. The Model Policy was designed to provide options so that jurisdictions could include product procurement requirements that make the most sense for their particular conditions.

Jurisdictions that are part of a joint powers authority (JPA) may consider requesting the support of their existing JPAs in adopting and/or implementing parts of a procurement policy. For example, JPAs may support jurisdictions by focusing on procurement areas that the JPA may normally participate in, such as procurement of compost or mulch through contracts with collection and processing service providers. The SB 1383 regulations state that the jurisdiction itself remains ultimately responsible for compliance with the procurement-related requirements contained in SB 1383 regulations (14 CCR Division 7, Chapter 12, Article 12); however, a jurisdiction may delegate authority to the JPA, by entering into an agreement or amending an existing agreement to formalize this delegation. It is intended that the obligations undertaken by a special district or a JPA that has been delegated authority will be the responsibility of the special district or JPA and those entities would be subject to any enforcement action. However, for areas of a jurisdiction that are not within the authority of a special district or JPA, compliance with these regulations would remain the ultimate responsibility of the jurisdiction.

IMPORTANT CONSIDERATIONS

- **New Policy or Amendment of Existing Policy.** The Model Policy is designed to be customizable for jurisdictions, providing options to address a range of procurement choices. It can be used by jurisdictions drafting a new procurement policy and those amending an existing procurement policy. The Model Policy is focused on the SB 1383 regulatory procurement requirements for recovered organic waste products, as well as the purchase of recycled-content paper and paper products. Jurisdictions may want to expand their procurement policy to cover non-organic recycled-content products and products with other environmentally preferable traits. If the jurisdiction already has a procurement policy, it could be modified to include some or all of the suggested requirements related to recovered organic waste product procurement and the recycled-content paper procurement requirements below. If a jurisdiction doesn't have a procurement policy and chooses to adopt one using this Model Policy as a starting point, it may consider including other procurement policies to encourage waste prevention, water conservation, energy conservation, and toxicity reduction to its procurement policy. For example, these policies could include requiring the purchase of recyclable, reusable, compostable, and Green-Seal certified products, Energy Star products, and products that are low in volatile organic compounds (VOCs), per- and

polyfluoroalkyl substances (PFAS), chlorofluorocarbons (CFCs), and formaldehyde, as well as other recycled-content paper products, such as transportation and construction products.

- **SB 1383 Requirements**. Each jurisdiction is responsible for understanding and achieving compliance with SB 1383 regulations. Use of the Model Policy does not exempt a jurisdiction from complying with all SB 1383 regulatory requirements. The Model Policy includes example language that supports compliance with many SB 1383 procurement-related regulatory requirements. Jurisdictions should, however, review all the procurement-related requirements in SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 12 (Procurement of Recovered Organic Waste Products) and Article 13 (Reporting)). The Model Policy is designed to enable the jurisdiction to require reporting from regulated entities that it will need to meet jurisdictional procurement-related recordkeeping and reporting requirements in SB 1393 regulations. It is advised that jurisdictions thoroughly review the SB 1383 regulations and take necessary actions to ensure full compliance.

  In instances where language from the SB 1383 regulatory text is incorporated into the Model Policy, the language is shown in blue font. The SB 1383 regulations-specific content in blue font follows closely with SB 1383 regulatory language; however, in many cases, the wording of SB 1383 regulatory requirements was adapted to fit the context of the Model Policy, conform with defined terms, or be framed with sufficient detail for the Model Policy. Additional information on SB 1383 regulations is imbedded in many of the guidance notes.

  Black font identifies language that is not specific to SB 1383 regulations. In most cases, it relates to the requirements of SB 1383 regulations and has been included to provide the context to understand how SB 1383 regulations-related provisions can be integrated into a procurement policy. In other cases, it presents example language to provide the framework of a typical procurement policy and guidance notes within this Model Policy generally indicate that it is example language that is not required by SB 1383 regulations.

- **Involve Legal Counsel**. Any procurement policy that results from use of the Model Policy shall not be considered to have undergone legal counsel review. Each jurisdiction is responsible for involving its legal counsel to perform legal review and approval processes typically required by the jurisdiction for approval of such policies.

- **Engage with Affected Parties**. When adopting a new or amended policy, it is advised that the review and adoption process involve engagement with the affected parties, which will help with the implementation process as they will be more aware of the upcoming requirements. For the procurement of recovered organic waste products, SB 1383 regulations (14 CCR Section 18993.1(k)) require that a jurisdiction identify procurement opportunities within the jurisdiction's departments and divisions for expanding the use of recovered organic waste products. For example, when jurisdictions are preparing their procurement policy, engagement is warranted with various departments within the jurisdiction that procure and/or use recovered organic

waste products (e.g., compost, mulch, renewable natural gas) and with contractors or direct service providers that may supply such products and/or may use the products to support fulfillment of the jurisdiction's annual recovered organic waste product procurement target. For recycled-content paper procurement, engagement is warranted with all departments and vendors that will need to meet the recycled-content paper procurement and reporting requirements.

- **Example Language Only**. The provisions in the Model Policy are examples of how the SB 1383 regulatory requirements may be integrated and worded in a jurisdiction's procurement policy. Jurisdictions are not required to use this exact language. All language should be considered in the context of the specific requirements contained in the SB 1383 regulations and the jurisdiction's unique conditions.

CUSTOMIZATION CONSIDERATIONS

The Model Policy is designed to be customizable for a diverse range of jurisdictions, while providing flexibility for each jurisdiction using the Model Policy to reflect their needs. For example, some jurisdictions will meet their recovered organic waste product procurement target by using only compost or only renewable gas for transportation fuel and can delete the other requirements related to mulch and electricity. Jurisdictions may choose to include more procurement requirements than necessary to meet other environmental goals of the jurisdiction.

Each jurisdiction will want to capture its local systems and unique approach to its recovered organic waste product procurement. As such, jurisdictions are advised to consider the following general items when crafting their procurement policy. More specific guidance is included in the Model Policy.

1. GUIDANCE AND OPTION NOTES

Guidance notes are integrated into the Model Policy to explain how specific sections and provisions of the Model Policy can be customized for a jurisdiction's needs. General guidance notes are highlighted green. Notes in blue identify various options or areas where specific information is to be inserted or selected.

The Model Policy addresses common uses of recovered organic waste products; however, addressing all jurisdictional scenarios was not practical. Given this, most jurisdictions will need to customize some sections of the Model Policy to reflect their conditions by drawing on example provisions in the Model Policy as a starting point.

2. TYPE OF JURISDICTION

SB 1383 regulations (14 CCR Section 18993.1(a)), clarify that only jurisdictions that are a city, a county, or a city and county are subject to the recovered organic waste

product procurement target requirements. Other entities covered in the SB 1383 regulatory definition of "jurisdiction," such as special districts that provide solid waste collection services, are not required to comply and may delete related language. Note that all types of jurisdictions must comply with the recycled-content paper procurement requirements specified in SB 1383 regulations (14 CCR Section 18993.3). Jurisdictions should choose the customization options that best match the requirements of their jurisdiction type (e.g., city or county).

Rural counties and jurisdictions located within rural counties that are exempt from the organic waste collection requirements pursuant to 14 CCR Section 18984.12(c) are not required to comply with SB 1383 recovered organic waste product procurement regulatory requirements from January 1, 2022 through December 31, 2026 pursuant to 14 CCR Section 18993.1(l). As a result, these rural jurisdictions may choose to delay adoption of a procurement policy for recovered organic waste product procurement until January 1, 2027. The recycled-content paper requirements, however, do apply to these jurisdictions commencing January 1, 2022, and, therefore, the jurisdiction may choose to adopt a recycled-content paper procurement policy on or before January 1, 2022 to support their compliance.

3. PROCUREMENT OF RECOVERED ORGANIC WASTE PRODUCTS

The Model Policy includes two sections related to compliance with SB 1383 regulatory requirements for recovered organic waste product procurement. The first section is an optional section for departments that might use recovered organic waste products to do so, and to keep records of such to support the jurisdiction's recordkeeping requirements and attainment of its recovered organic waste product procurement target. The second section is an optional section for direct service providers of various types (e.g., providers of landscaping maintenance, renovation, construction, or organic waste collection services) to use and report the use of specified recovered organic waste products. These provisions do not reflect SB 1383 regulatory requirements, but are included to offer jurisdictions a flexible strategy for meeting their recovered organic waste product procurement target and reporting requirements. Jurisdictions may choose to reduce or expand the type of direct service providers that must use specified recovered organic waste products, depending upon their particular circumstances, and the type of direct service providers that use or could use these products on behalf of the jurisdiction.

4. PROCUREMENT OF RECYCLED-CONTENT PAPER

The Model Policy includes a section to implement SB 1383 regulations (14 CCR Section 18993.3), related to recycled-content paper procurement requirements. This section reiterates pre-existing requirements on paper products and printing and writing paper to contain recycled content (Sections 22150-22154 of the Public Contract Code), when available, at no greater cost (although price preferences are not prohibited). SB 1383 regulations (14 CCR Section 18993.3(b)) also require that paper

products and printing and writing paper be eligible to be labeled with an unqualified recyclable label. The Model Policy language helps to put these requirements into practice and enables the jurisdiction to collect records they will need to show compliance with SB 1383 regulations.

5. RESPONSIBILITIES

Jurisdictions may want to assign a designee to be responsible for collecting and maintaining the documents needed to support and demonstrate compliance with the SB 1383 regulatory target for recovered organic waste product procurement and the SB 1383 recycled-content paper regulatory requirements. The Model Policy contains a section for jurisdictions to identify a department to take this responsibility and identifies the responsibilities of a recordkeeping designee.

6. ALIGNMENT OF DEFINED TERMS

The Model Policy includes defined terms, many of which were obtained from SB 1383 regulatory definitions. The nuances of defined terms and their relationship to one another can have a significant impact on the meaning of the provisions of the procurement policy. For this reason, jurisdictions are advised to carefully review the definitions they are using in existing ordinances, franchise and processing agreements, and their municipal/county code; align them with the definitions in SB 1383 regulations; and, modify existing definitions, delete non-applicable definitions, and integrate new ones where needed. It is likely that some of the definitions in the Model Policy can be used without modification, while others will need to be tailored to the jurisdiction's unique conditions.

While the user may modify or create their own definitions, the jurisdiction must ensure that all SB 1383 regulatory requirements are met.

In addition, jurisdictions may need to amend the definitions in their municipal/county code to align with updated definitions in their procurement policy, ordinance, and franchise agreement. Jurisdictions should attempt to coordinate definitions used in all of these documents where the same terms are being defined.

7. DOCUMENT STRUCTURE

The Model Policy is structured to include sections on definitions; requirements for direct service providers, jurisdiction departments, and vendors; and designation of a responsible party for tracking and recordkeeping. The Model Policy is intended to be implemented jurisdiction-wide to meet SB 1383 regulatory requirements.

ADDITIONAL TIPS
FOR USING THE MODEL POLICY

1. **Modify Language.** Adjust the Model Policy language to fit the jurisdiction's specific needs. For example, a jurisdiction that does not plan to use electricity from biomass facilities to meet its recovered organic waste product procurement target should delete that option and related definitions.

2. **Change Jurisdiction.** The term "jurisdiction" is used throughout this Model Policy; however, the entity responsible for adopting a procurement policy will need to change "jurisdiction" throughout the document to the appropriate term, which may be City, County, City and County, Special District that provides solid waste collection services, Joint Powers Authority, Regional Agency, etc. For the recovered organic waste product procurement target requirements, the term "jurisdiction" may be limited to City, County, or City and County, per 14 CCR Section 18993.1(a). Other entities covered in the SB 1383 regulatory definition of "jurisdiction," such as special districts that provide solid waste collection services, are not required to comply with the recovered organic waste product procurement target requirements; however, all types of jurisdictions must comply with the recycled-content paper requirements specified in 14 CCR Section 18993.3.

3. **Delete Guidance Notes and Unused Options.** Green highlighting identifies guidance notes presented in the Model Policy for reference only, which are to be removed by the user when preparing its procurement policy. In cases where the Model Policy offers multiple options, blue highlighting identifies optional provisions and areas where customization is advised. Options and customization items that are not selected are to be deleted and section numbers must be modified accordingly.

4. **Blend Existing Requirements with Model Policy Requirements**. When using the Model Policy, users may want to blend requirements from both the Model Policy and existing procurement policy(s) or administrative guidelines on procurement to create a policy that best suits their needs and requirements.

5. **Style and Design.** The use of multiple font colors and highlighting to differentiate content in the Model Policy, as described above, is not required in any final document produced, and the colors should be eliminated or made consistent with the user's standard document styles. The Model Policy has been designed in accordance with CalRecycle's accessibility guidelines. SB 1383 regulations do not require specific styles or design to be used for policies, and the final document style is at each jurisdiction's discretion.

ADDITIONAL CALRECYCLE RESOURCES

1. SB 1383 General Information: https://www.calrecycle.ca.gov/organics/slcp

2. SB 1383 Final Regulations (including relevant 14 CCR Sections): [Insert Link]

3. SB 1383 Model Implementation Tools:
   https://www.calrecycle.ca.gov/organics/slcp/education

   This webpage includes the following Model Tools:

   - Model Franchise Agreement
   - Model Mandatory Organic Waste Disposal Reduction Ordinance
   - Model Recovered Organic Waste Product Procurement Policy
   - Model Food Recovery Agreement

4. Other Recovered Organic Waste Product Procurement Resources:

   - Calculator for Annual Recovered Organic Waste Product Procurement: [Insert Link]

5. SB 1393 Case Studies: https://www.calrecycle.ca.gov/organics/slcp/education

   Eight case studies are available including two each on franchise agreements, mandatory organic waste landfill reduction ordinances, recovered organic waste product procurement, and food recovery programs and policies.

6. Other Relevant SB 1383 CalRecycle Reports:

   - SB 1383 Local Services Rates Analysis: [Insert Link]
   - SB 1383 Infrastructure and Market Analysis:
     https://www2.calrecycle.ca.gov/Publications/Details/1652

7. Relevant Regulations Referenced in the Model Policy:

   - Title 14 of California Code of Regulations, Division 7, Department of Resources Recycling and Recovery:
     https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFF17BBCC72F5412C8FEEF78290C1526E&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)

   - Title 27 of California Code of Regulations, Division 2, Environmental Protection, Solid Waste (27 CCR Division 2):
     https://www.calrecycle.ca.gov/laws/regulations/title27

   - Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of California Code of Regulations:
     https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegul

ations?guid=I55B69DB0D45A11DEA95CA4428EC25FA0&transitionType=Default&contextData=%28sc.Default%29

- Public Contract Code (including recycled-content paper requirements): https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=PCC&division=2.&title=&part=2.&chapter=&article=&goUp=Y

- Public Resources Code: http://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?lawCode=PRC&division=30.&title=&part=1.&chapter=2.&article=&goUp=Y

- Code of Federal Regulations, Title 16 (including relevant definitions): https://www.govinfo.gov/app/details/CFR-2013-title16-vol1/CFR-2013-title16-vol1-sec260-12/context

- Code of Federal Regulations, Title 40 (including relevant definitions): https://www.govinfo.gov/content/pkg/CFR-2019-title40-vol31/xml/CFR-2019-title40-vol31-part403.xml

MODEL RECOVERED ORGANIC WASTE PRODUCT PROCUREMENT POLICY

SECTION 1. PURPOSE

A. It is the policy of the Jurisdiction, applicable to all departments and divisions, to incorporate environmental considerations including recycled-content and recovered Organic Waste product use into purchasing practices and procurement. This Recovered Organic Waste Product Procurement Policy (Policy) will help the Jurisdiction to:

1. Protect and conserve natural resources, water, and energy;

2. Minimize the Jurisdiction's contribution to climate change, pollution, and solid waste disposal; and,

3. Comply with State requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383 procurement regulations) to procure a specified amount of Recovered Organic Waste Products to support Organic Waste disposal reduction targets and markets for products made from recycled and recovered Organic Waste materials, and to purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

Guidance: Jurisdictions may wish to expand this section beyond the items listed above to address other benefits of their procurement policy such as supporting their Climate Action Plans and other environmental initiatives.

SECTION 2. DEFINITIONS

Guidance: Most of the following definitions are excerpted from the SB 1383 regulations, and as such are subject to change as the regulations and resulting code shall subsequently be amended or reorganized.

A. "Annual Recovered Organic Waste Product Procurement Target" means the amount of Organic Waste in the form of a Recovered Organic Waste Product that the Jurisdiction is required to procure annually under 14 CCR Section 18993.1. This target shall be calculated by multiplying the per capita procurement target, which shall be 0.08 tons of Organic Waste per California resident per year, times the Jurisdiction's residential population using the most recent annual data reported by the California Department of Finance. Annually, CalRecycle will provide notice to each Jurisdiction of its Annual Recovered Organic Waste Product Procurement Target by posting such information on CalRecycle's website and providing written notice directly to the Jurisdiction.

B. "Compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream or which are separated at a centralized facility or as otherwise defined in 14 CCR Section 17896.2(a)(4).

Compost eligible for meeting the Annual Recovered Organic Waste Product Procurement Target must be produced at a compostable material handling operation or facility permitted or authorized under 14 CCR Chapter 3.1 of Division 7 or produced at a large volume in-vessel digestion facility that composts on-site as defined and permitted under 14 CCR Chapter 3.2 of Division 7. Compost shall meet the State's composting operations regulatory requirements.

Guidance: At its option, Jurisdiction may require that Compost is certified by the Organic Materials Review Institute or is part of the US Composting Council Seal of Testing Assurance Program and meets their Compost parameters, but this is not required by the regulations.

C. "Direct Service Provider" means a person, company, agency, district, or other entity that provides a service or services to Jurisdiction pursuant to a contract or other written agreement or as otherwise defined in 14 CCR Section 18982(a)(17).

D. "Electricity Procured from Biomass Conversion" means electricity generated from biomass facilities that convert recovered Organic Waste, such as wood and prunings from the municipal stream, into electricity. Electricity procured from a biomass conversion facility may only count toward the Jurisdiction's Annual Recovered Organic Waste Product Procurement Target if the facility receives feedstock directly from certain permitted or authorized compostable material handling operations or facilities, transfer/processing operations or facilities, or landfills, as described in 14 CCR Section 18993.1(i).

E. "Jurisdiction" Guidance: No definition has been included for Jurisdiction. Users of the Model Policy are instructed to replace "Jurisdiction" throughout the Model Policy with the term appropriate to their organization (e.g., City, County, Special District, Agency) and include an appropriate definition placed in alphabetical order in this Section 2.

F. "Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, yard trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing And Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

G. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).

H. "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; or as otherwise defined in 14 CCR Section 18982(a)(54).

I. "Procurement of Recovered Organic Waste Products" shall mean purchase or acquisition (e.g., free delivery or free distribution from a hauler or other entity via a written agreement or contract), and end use by the Jurisdiction or others. The Jurisdiction's Annual Recovered Organic Waste Product Procurement Target can be fulfilled directly by the Jurisdiction or by Direct Service Providers through written contracts or agreements for Procurement of Recovered Organic Waste Products at the Jurisdiction's behest.

J. "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. For the purposes of this Policy, the POTW shall be the _____ (insert facility name and address).

K. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed at a permitted or otherwise authorized operation or facility, or as otherwise defined in 14 CCR Section 18982(a)(60). Products that can be used to meet the Annual Recovered Organic Waste Product Procurement Target shall include Compost, SB 1383 Eligible Mulch, Renewable Gas from an in-vessel digestion facility, and Electricity Procured from Biomass Conversion as described herein and provided that such products meet requirements of 14 CCR, Division 7, Chapter 12, Article 12.

L. "Recordkeeping Designee" means the public employee appointed by the Jurisdiction Manager or their designee to track procurement and maintain records of Recovered Organic Waste Product procurement efforts both by the Jurisdiction and others, if applicable, as required by 14 CCR, Division 7, Chapter 12, Articles 12 and 13.

Guidance: A Recordkeeping Designee is not required by SB 1383 regulations. It is included in the Model Policy as a suggested way to assign recordkeeping responsibility to a single point person. This person would assist the Jurisdiction in collecting and maintaining the procurement records that are required in the SB 1383 regulations. A Jurisdiction could implement an alternative system such as an electronic tracking system where records could be accessed by as many people as needed. Neither of these options need to be mutually exclusive and other recordkeeping methods that work for the Jurisdiction could also be considered.

M. "Recyclability" means that the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction are eligible to be labeled with an unqualified

recyclable label as defined in 16 Code of Federal Regulations Section 260.12 (2013).

N. "Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper" means such products that consist of at least thirty percent (30%), by fiber weight, postconsumer fiber, consistent with the requirements of Sections 22150 to 22154 and Sections 12200 and 12209 of the Public Contract Code, and as amended.

O. "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 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

P. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

Q. "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this policy, the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

Guidance: Throughout the Model, Sections of the SB 1383 Regulations are referenced in the format "14 CCR Section XXXX" and "27 CCR Section XXXX," or are referred to by chapter or article in the format "14 CCR, Division X, Chapter X, Article X," with the exception of certain cases where a more general reference to "SB 1383 Regulations" was appropriate. "14 CCR" means Title 14 of the California Code of Regulations and "27 CCR" means Title 27 of the California Code of Regulations.

R. "SB 1383 Eligible Mulch" means mulch eligible to meet the Annual Recovered Organic Waste Product Procurement Target, pursuant to 14 CCR Chapter 12 of Division 7. This SB 1383 Eligible Mulch shall meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1(f)(4):

1. Produced at one of the following facilities:

   i. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); Guidance: Note

that SB 1383 Eligible Mulch excludes mulch from chipping and grinding operations.

ii. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,

iii. A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.

2. Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852(a)(24.5)(A)1 through 3, as enforced by Jurisdiction Code Section ___. Guidance: In order for mulch to qualify as a Recovered Organic Waste Product toward the Jurisdiction's Annual Recovered Organic Waste Product Procurement Target, 14 CCR Section 18993.1 requires that Jurisdictions adopt an ordinance or similarly enforceable mechanism to require compliance with the land application standards specified above.

S. "State" means the State of California.

SECTION 3. RECOVERED ORGANIC WASTE PRODUCT PROCUREMENT

Guidance: This Section applies to a Jurisdiction that is a city, county, or city and county. It is not required for other types of Jurisdictions, including special districts that provide solid waste collection services, and as such, may be deleted for these entities. Rural counties and Jurisdictions located within rural counties that are exempt from the Organic Waste collection requirements pursuant to 14 CCR Section 18984.12(c) are not required to comply with SB 1383 regulatory requirements for Recovered Organic Waste Product procurement from January 1, 2022 through December 31, 2026, pursuant to 14 CCR Section 18993.1(l). As a result, these Jurisdictions may delay adoption of the requirements in this Section 3 until January 1, 2027. In such case, the Jurisdiction shall delete Section 3 and related definitions.

3.1 Procurement Target

A. Jurisdiction will annually procure for use or giveaway a quantity of Recovered Organic Waste Products that meets or exceeds its Annual Recovered Organic Waste Product Procurement Target through the implementation of Sections 3 through 5 of this Policy.

B. To be eligible to meet the Annual Recovered Organic Waste Product Procurement Target, products that may be procured include the following (provided that each product meets the criteria included in their respective definition in Section 2 of this Policy):

1. SB 1383 eligible Compost (as defined in Section 2.B).

2. SB 1383 Eligible Mulch (as defined in Section 2.R).

3. Renewable Gas (in the form of transportation fuel, electricity, or heat) (as defined in Section 2.O).

4. Electricity Procured from Biomass Conversion (as defined in Section 2.D).

3.2 Requirements for Jurisdiction Departments

Guidance: Jurisdictions shall delete sections below that are not relevant to their procurement policy (e.g., delete Subsection A if not procuring Compost or SB 1383 Eligible Mulch and/or Subsection B if not procuring Renewable Gas). Some relevant divisions and department activities (landscaping maintenance, renovation, or construction) have been provided as examples, but should be customized as relevant to the Jurisdiction.

A. Compost and SB 1383 Eligible Mulch procurement. Divisions and departments responsible for landscaping maintenance, renovation, or construction shall:

1. Use Compost and SB 1383 Eligible Mulch produced from recovered Organic Waste, as defined in Section 2.B and 2.R of this Policy, for landscaping maintenance, renovation, or construction, as practicable, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 Eligible Mulch used for land application must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

2. When Jurisdiction uses Compost and SB 1383 Eligible Mulch and the applications are subject to the Jurisdiction's Water Efficient Landscaping Ordinance (WELO), pursuant to Jurisdiction Code Section _____, comply with one of the following, whichever is more stringent, (i) the Jurisdiction's WELO, Jurisdiction Code Section __, if more stringent than the State's Model Water Efficient Landscape Ordinance (MWELO), or (ii) Sections 492.6 (a)(3)(B), (C), (D), and (G) of the State's Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of the CCR, as amended September 15, 2015, which requires the submittal of a landscape design plan with a "Soil Preparation, Mulch, and Amendments Section" to include the following: Guidance: Jurisdictions may, at their option, choose to establish and enforce water efficient landscaping requirements that are more stringent than required by SB 1383 regulations, including enforcement of updates to the MWELO provided that any updated MWELO requirements are more stringent than the September 15, 2015 MWELO requirements identified in the MWELO sections listed above.

a. For landscape installations, Compost at a rate of a minimum of 4 cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

b. Apply a minimum three- (3-) inch layer of mulch on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, leave up to five percent (5%) of the landscape area without mulch. Designated insect habitat must be included in the landscape design plan as such.

c. Procure organic mulch materials made from recycled or post-consumer materials rather than inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.

d. For all mulch that is land applied, procure SB 1383 Eligible Mulch that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

Guidance: Section 3.2.A.2.a-c directly above are the MWELO requirements related to Compost and mulch use only, and are excerpted from the MWELO. These requirements do not constitute an inclusive list of MWELO or WELO requirements. Departments subject to the MWELO shall consult the full MWELO or local WELO for all requirements. Section 3.2.A.2.d above is an SB 1383 regulatory requirement. For Jurisdictions to be able to count mulch used by their departments toward their Annual Recovered Organic Waste Product Procurement Target, the mulch must meet the definition of SB 1383 Eligible Mulch in Section 2.R of this Policy.

3. Keep records, including invoices or proof of Recovered Organic Waste Product procurement (either through purchase or acquisition), and submit records to the Recordkeeping Designee, upon completion of project.

Guidance: As an alternative option to “upon completion of projects” in the above sentence, Jurisdiction may replace with “on a schedule to be determined by Recordkeeping Designee” or Jurisdiction may specify the reporting dates and time periods in a manner similar to Section 3.2.B.2. Schedule should allow Jurisdiction to capture procurement compliance records for a full year for reporting purposes.

Records shall include:

a. General procurement records, including:

(i) General description of how and where the product was used and applied, if applicable;

(ii) Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;

(iii) Type of product;

(iv) Quantity of each product; and,

(v) Invoice or other record demonstrating purchase or procurement.

Guidance: Note that the information to be included in Subsections (i) though (v) above will help Jurisdiction meet the procurement recordkeeping requirements in 14 CCR Sections 18993.2, 18993.4, and 18994.2(j).

b. For Compost and SB 1383 Eligible Mulch provided to residents through giveaway events or other types of distribution methods, keep records of the Compost and SB 1383 Eligible Mulch provided to residents. Records shall be maintained and submitted to the Recordkeeping Designee in accordance with the requirements specified in Section 3.2.A.3.

c. For procurement of SB 1383 Eligible Mulch, maintain an updated copy of the ordinance or enforceable mechanism(s) requiring that the mulch procured by the Jurisdiction or Direct Service Provider meets the land application standards specified in 14 CCR Section 18993.1, as it may be amended from time to time, as currently reflected in Jurisdiction Code Section ____.

4. When Procurement of Recovered Organic Waste Products occurs through a Direct Service Provider, enter into a written contract or agreement or execute a purchase order with enforceable provisions that includes: (i) definitions and specifications for SB 1383 Eligible Mulch, Compost, Renewable Gas, and/or Electricity Procured from Biomass Conversion; and, (ii) an enforcement mechanism (e.g., termination, liquidated damages) in the event the Direct Service Provider is not compliant with the requirements. Guidance: SB 1383 regulations (14 CCR Section 18993.1(f)(4)), requires that Jurisdictions have an ordinance or similarly enforceable mechanism that requires the SB 1383 Eligible Mulch to meet

certain standards for land application of compostable material under 14 CCR Section 17852(a)(24.5) (as referenced in the SB 1383 Eligible Mulch definition). This Section is intended to document the Jurisdiction's procurement policy for compliance with this requirement when engaging with a Direct Service Provider. This Section also establishes that same requirement for Compost, Renewable Gas, and/or Electricity Procured from Biomass Conversion, although this is not expressly required by SB 1383 regulations. As a result, Compost, Renewable Gas, and/or Electricity Procured from Biomass Conversion may be removed from this Section.

B. Renewable Gas procurement (used for fuel for transportation, electricity, or heating applications). For Renewable Gas procurement, Jurisdiction shall:

1. Procure Renewable Gas made from recovered Organic Waste for transportation fuel, electricity, and heating applications to the degree that it is appropriate and available for the Jurisdiction and to help meet the Annual Recovered Organic Waste Product Procurement Target, which requires compliance with criteria specified in 14 CCR Section 18993.1.

2. Keep records in the same manner indicated in Section 3.2.A.3 for the amount of Renewable Gas procured and used by the Jurisdiction, including the general procurement record information specified in Section 3.2.A.3.a, and submit records to the Recordkeeping Designee on a quarterly schedule. The quarterly schedule shall be as follows: Renewable Gas records are to be provided to the Recordkeeping Designee by April 15 for January 1 through March 31, July 15 for April 1 through June 30, October 15 for July 1 through September 30, and January 15 for October 1 through December 31. Jurisdiction shall additionally obtain the documentation and submit records specified in Section 3.2.B.3 below, if applicable.

   Guidance: As an alternative option to specifying the reporting dates and time periods, as included in the above section, Jurisdiction may replace with "on a schedule to be determined by Recordkeeping Designee" or Jurisdiction may specify an alternate reporting schedule that is not less than annually. Schedule should allow Jurisdiction to capture procurement compliance records for a full year for reporting purposes.

3. If the Jurisdiction procures Renewable Gas from a POTW,

   a. Annually verify that the Renewable Gas from the POTW complies with the requirements specified in 14 CCR Section 18993.1(h), including, but not limited to the exclusion in 14 CCR Section 17896.6(a)(1) and the items listed in this Section 3.2.B.3.

   b. Annually receive a record from the POTW documenting the tons of Organic Waste received by the POTW from: (i) a compostable material handling operation or facility as defined in 14 CCR Section

17852(a)(12), other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10), that is permitted or authorized under 14 CCR Division 7; (ii) transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or (iii) a solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.

c. Annually receive documentation from the POTW of the percentage of biosolids that the POTW produced and transported to activities that constitute landfill disposal in order to demonstrate that the POTW transported less than twenty-five percent (25%) of the biosolids it produced to activities that constitute landfill disposal. For the purposes of this Policy, landfill disposal is defined pursuant to 14 CCR Section 18983.1(a) and includes final disposition at a landfill; use of material as alternative daily cover or alternative intermediate cover at a landfill, and other dispositions not listed in 14 CCR Section 18983.1(b). Alternative daily cover or alternative intermediate cover are defined in 27 CCR Sections 20690 and 20700, respectively.

d. Annually receive documentation that the POTW receives vehicle-transported solid waste that is an anaerobically digestible material for the purpose of anaerobic co-digestion with POTW treatment plant wastewater to demonstrate that the POTW meets the requirement of 14 CCR Section 18993.1(h)(2).

e. Jurisdiction shall submit these records to the Recordkeeping Designee on an annual basis, not to exceed ___ (__) days from receipt of notification from the POTW.

Guidance: As an alternative option to reporting on an annual basis, as included in the above section, Jurisdiction may replace with "on a schedule to be determined by Recordkeeping Designee" or Jurisdiction may specify an alternate reporting schedule that is not less than annually. Schedule should allow Jurisdiction to capture procurement compliance records for a full year for reporting purposes.

C. Electricity Procured from Biomass Conversion. For Electricity Procured from Biomass Conversion, Jurisdiction shall:

1. Procure electricity from a biomass conversion facility that receives feedstock from a composting facility, transfer/processing facility, a solid waste landfill, and/or receives feedstock from the generator or employees on behalf of the generator of the Organic Waste and to the degree that it is available and practicable for the Jurisdiction and to help meet the Annual

Recovered Organic Waste Product Procurement Target, which requires compliance with criteria specified in 14 CCR Section 18993.1.

2. Maintain records and conduct the following recordkeeping activities:

a. Keep records in the same manner indicated in Section 3.2.A.3 of this Policy for the amount of Electricity Procured from Biomass Conversion facilities, including the general procurement record information specified in Section 3.2.A.3.a.

b. Receive written notification by an authorized representative of the biomass conversion facility certifying that biomass feedstock was received from a permitted solid waste facility identified in 14 CCR Section 18993.1(i).

c. Provide these records to the Recordkeeping Designee.

3.3 Requirements for Direct Service Providers

Guidance: Note that a Jurisdiction must establish an enforceable mechanism (e.g., ordinance, written agreement or contract, written purchase order) to require compliance by Direct Service Providers with certain sections of MWELO and must include an enforceable mechanism(s) (e.g., withholding certificate of occupancy for non-compliance). Jurisdictions may accomplish this through their procurement policy using example language provided in this Section or through an ordinance or other enforceable mechanism. The Model Policy prepared by CalRecycle includes MWELO provisions that may be considered by Jurisdictions.

Furthermore, Direct Service Providers are not the only entities subject to MWELO. SB 1383 regulations (14 CCR Section 18989.2) require Jurisdictions to enforce Sections 492.6 (a)(3)(B), (C), (D), and (G) of the MWELO, Title 23, Division 2, Chapter 2.7 of the CCR as amended September 15, 2015, which applies to landscape installations.

A. Direct Service Providers of landscaping maintenance, renovation, and construction shall:

1. Use Compost and SB 1383 Eligible Mulch, as practicable, produced from recovered Organic Waste, as defined in Section 2.B and 2.R of this Policy, for all landscaping renovations, construction, or maintenance performed for the Jurisdiction, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 Eligible Mulch used for land application shall comply with 14 CCR, Division 7, Chapter 12, Article 12 and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

2. If Direct Service Provider is subject to the Jurisdiction's WELO pursuant to Jurisdiction Code Section _____, comply with one of the following,

whichever is more stringent: (i) the locally-adopted WELO that is more stringent than the State's MWELO, or (ii) Sections 492.6 (a)(3)(B), (C), (D), and (G) of the State's MWELO, Title 23, Division 2, Chapter 2.7 of the CCR, as amended September 15, 2015, which requires the submittal of a landscape design plan with a "Soil Preparation, Mulch, and Amendments Section" to include the following: Guidance: Jurisdictions may, at their option, choose to establish and enforce water efficient landscaping requirements that are more stringent than required by SB 1383 regulations, including enforcement of updates to the MWELO provided that any updates to the MWELO requirements are more stringent than the September 15, 2015 MWELO requirements identified in the MWELO sections listed above.

a. For landscape installations, Compost at a rate of a minimum of 4 cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

b. Apply a minimum three- (3-) inch layer of mulch on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, leave up to five percent (5%) of the landscape area without mulch. Designated insect habitat must be included in the landscape design plan as such.

c. Procure organic mulch materials made from recycled or post-consumer materials rather than inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.

d. For all mulch that is land applied, procure SB 1383 Eligible Mulch that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

Guidance: Section 3.3.A.2.a-c directly above are the MWELO requirements related to Compost and mulch use only, and are excerpted from the MWELO. These requirements do not constitute an inclusive list of MWELO or WELO requirements. Entities subject to the MWELO shall consult the full MWELO or local WELO for all requirements. Section 3.3.A.2.d above is an SB 1383 regulatory requirement. For Jurisdictions to be able to count mulch used by Direct Service Providers toward their Annual Recovered Organic Waste Product Procurement Target, the mulch must meet the

definition of SB 1383 Eligible Mulch in Section 2.R of this Policy.

3. Keep and provide records of Procurement of Recovered Organic Waste Products (either through purchase or acquisition) to Recordkeeping Designee, upon completion of projects. Information to be provided shall include:

Guidance: As an alternative option to "upon completion of projects" in the above sentence, Jurisdiction may replace with "on a schedule to be determined by Recordkeeping Designee" or Jurisdiction may specify the reporting dates and time periods in a manner similar to Section 3.2.B.2. Schedule should allow Jurisdiction to capture procurement compliance records for a full year for reporting purposes.

a. General description of how and where the product was used and if applicable, applied;

b. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;

c. Type of product;

d. Quantity of each product; and,

e. Invoice or other record demonstrating purchase or procurement.

Guidance: Note that the information to be included in Sections 3.3.A.3.a-e above will help Jurisdiction meet the procurement recordkeeping requirements in 14 CCR Sections 18993.2, 18993.4, and 18994.2(j).

B. Direct Service Provider of Organic Waste collection services shall:

Guidance: If the Jurisdiction requires its franchised hauler(s) or processor(s) to provide a specified quantity of Compost or SB 1383 Eligible Mulch to the Jurisdiction and/or its customers at no charge via its franchise agreement(s) or processing agreement(s), Jurisdictions may want to include this Section (with modifications as needed to align with its hauling and/or processing agreement provisions). However, note that Direct Service Provider giveaway of Recovered Organic Waste Products is not a regulatory requirement and, as such, is an optional element of this Policy.

1. Provide a specified quantity of Compost or SB 1383 Eligible Mulch to Jurisdiction and its customers via periodic "giveaways" as specified in a franchise agreement or other agreement.

2. Keep and provide records to the Jurisdiction including the following:

a. Dates provided

b. Source of product including name, physical location and contact information for each entity, operation or facility from whom the Recovered Organic Waste Products were procured;

c. Type of product;

d. Quantity provided; and,

e. Invoice or other record or documentation demonstrating purchase, procurement, or transfer of material to giveaway location.

Guidance: "Other record or documentation" in Section 3.3.B.2.e above can include franchise agreement provisions, written contracts, MOUs, or other written documentation demonstrating such agreement.

Jurisdiction will use the information requested in Section 3.3.B.2.a-e above as part of their implementation record required by SB 1383 regulations and evidence toward meeting its Annual Recovered Organic Waste Product Procurement Target. This will help Jurisdictions meet the procurement recordkeeping requirements in 14 CCR Sections 18993.2, 18993.4, and 18994.2(j).

C. Renewable Gas procurement by Direct Service Providers

Guidance: A Jurisdiction may be able to partially or fully achieve its Annual Recovered Organic Waste Product Procurement Target by incorporating minimum Renewable Gas procurement requirements in contracts for waste transportation services or other major transportation services. The Jurisdiction shall decide whether it wants to provide a bid preference for vendors providing transportation services that use Renewable Gas and document such use, or mandate that a specified amount or minimum percent of fuel purchases by the contractor are Renewable Gas, or both. Procurement of Renewable Gas by vendors is not a regulatory requirement and, as such, this is an optional provision. If the Jurisdiction chooses to require the use of Renewable Gas, sample language is provided in Subsections 1 and 2 below.

1. Direct Service Providers transporting solid waste, organic materials, and/or recyclable materials shall procure ___ percent (___%) of their fuel as Renewable Gas if required to do so in RFPs and RFQs released by the Jurisdiction for such services or as required by permit, license, written agreement, or written contract with the Jurisdiction.

2. Departments releasing RFPs and RFQs for contractors that procure fuel in the course of their services to the Jurisdiction shall include a ___ percent (___%) price preference to contractors that propose to use the amount or percentage of Renewable Gas specified in the RFP or RFQ to be eligible for said price preference. Such use, if it occurs, shall be documented in a

written contract or agreement. Guidance: Jurisdiction shall specify the percentage of the price preference or may remove the percentage leaving sentence to read "…shall include a price preference to contractors…."

3. If Renewable Gas made from recovered Organic Waste is used by Direct Service Providers, Direct Service Providers shall submit information listed in Section 3.3.B.2.a-e on a schedule to be determined by Jurisdiction, but not less than annually to the Recordkeeping Designee.

4. Renewable Gas used by Direct Service Providers under Sections 3.3.A and 3.3.B shall comply with criteria specified in 14 CCR Section 18993.1.

SECTION 4. RECYCLED-CONTENT PAPER PROCUREMENT

4.1 Requirements for Jurisdiction Departments

Guidance: Section 22150 of the Public Contract Code requires local governments to purchase recycled products instead of non-recycled products whenever recycled products are available at the same or a lesser total cost than non-recycled items, if fitness and quality are equal. SB 1383 regulations require Jurisdictions to procure Paper Products and Printing and Writing Paper consistent with the requirements of Sections 22150 through 22154 of the Public Contract Code. Under SB 1383 regulations, Jurisdictions are not prohibited from either using a price preference (usually 5 to 10 percent) for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper or requiring Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper regardless of price. Options 1 and 2 are presented below for these strategies. Option 3 presents an option in which no price preference is provided such that Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper shall be purchased in all cases when the fitness and qualify is equal to that of non-recycled products.

A. Option 1: Comparable or more favorable pricing: If fitness and quality of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper are equal to that of non-recycled items, all departments and divisions of Jurisdiction shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, whenever available at the same or a lesser total cost than non-recycled items, consistent with the requirements of the Public Contracts Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended.

Option 2: Price preference: If fitness and quality of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper are equal to that of non-recycled items, all departments and divisions of Jurisdiction shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, whenever the total cost is the same or a lesser total cost than non-recycled items or whenever the total cost is no more than ___ percent (___%) of the total

cost for the non-recycled items, consistent with the requirements of the Public Contract Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended.

Option 3: No price preference: If fitness and quality of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper are equal to that of non-recycled items, all departments and divisions of Jurisdiction shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper (rather than non-recycled items) that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, consistent with the requirements of the Public Contract Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended.

B. All Paper Products and Printing and Writing Paper shall be eligible to be labeled with an unqualified recyclable label as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).

Guidance: Jurisdictions should note that other required criteria for the provision of Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper is included in Section 4.2 below as well as recommended requirements for provision of records from vendors.

C. Provide records to the Recordkeeping Designee of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the Jurisdiction. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in Section 4.2.A.3-4 for recycled-content purchases, vendor name, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

Guidance: As an alternative option to reporting within thirty (30) days of purchase, as included in the above section, Jurisdiction may replace with “on a schedule to be determined by Recordkeeping Designee” or Jurisdiction may specify an alternate reporting schedule that is not less than annually. Schedule should allow Jurisdiction to capture procurement compliance records for a full year for reporting purposes.

4.2 Requirements for Vendors

A. All vendors that provide Paper Products (including janitorial Paper Products) and Printing and Writing Paper to Jurisdiction shall:

1. Provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber

weight, postconsumer fiber, if fitness and quality are equal to that of non-recycled item, and _____:

Guidance: Jurisdiction shall complete the sentence above with one of the following options depending on whether it is using a price preference (see guidance note in Section 4.1).

Option 1: In the blank, insert "available at equal or lesser price".

Option 2: In the blank, insert "available at equal or lesser price or available at no more than ___ percent (___%) of the total cost for non-recycled Paper Products".

Option 3: Delete the word "and" at the end of the sentence.

2. Only provide Paper Products and Printing and Writing Papers that meet Federal Trade Commission Recyclability standard as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).

3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction. This certification requirement may be waived 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.

4. Certify in writing, under penalty of perjury, 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 Title 16 Code of Federal Regulations Section 260.12 (2013).

Guidance: In Subsection 5 below, Jurisdiction may want to add "dollars spent for each type of product" to the requirements, but it is not required by SB 1383 regulations.

5. Provide records to the Recordkeeping Designee of all Paper Products and Printing and Writing Paper purchased from the vendor within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the Jurisdiction. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in Section 4.2.A.3-4 for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

Guidance: As an alternative option to reporting within thirty (30) days of purchase, as included in the above section, Jurisdiction may replace with "on a schedule to be determined by Recordkeeping Designee" or Jurisdiction may specify an alternate reporting schedule that is not less than annually. Schedule should allow Jurisdiction to capture procurement compliance records for a full year for reporting purposes.

B. All vendors providing printing services to the Jurisdiction via a printing contract or written agreement, shall use Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, or as amended by Public Contract Code Section 12209.

Guidance: SB 1383 regulations do not require vendors providing printing services to local governments to use Recycled-Content Printing and Writing Paper, but Public Contract Code Section 22153 does, so it is included in this Subsection B.

SECTION 5. RECORDKEEPING RESPONSIBILITIES

A. The _____ department will be the responsible department and will select an employee to act as the Recordkeeping Designee that will be responsible for obtaining records pertaining to Procurement of Recovered Organic Waste Products and Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

B. The Recordkeeping Designee will do the following to track Procurement of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper:

1. Collect and collate copies of invoices or receipts (paper or electronic) or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all departments and/or divisions procuring Paper Products and Printing and Writing Paper (whether or not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of Jurisdiction's documentation of its compliance with 14 CCR Section 18993.3.

2. Collect and collate copies of invoices or receipts or documentation evidencing procurement from all departments and divisions procuring Recovered Organic Waste Products and invoices or similar records from vendors/contractors/others procuring Recovered Organic Waste Products on behalf of the Jurisdiction to develop evidence of Jurisdiction meeting its Annual Recovered Organic Waste Product Procurement Target. These records must be kept as part of the Jurisdiction's documentation of its compliance with 14 CCR Section 18993.1.

3. Collect, collate, and maintain documentation submitted by the Jurisdiction, Direct Service Providers, and/or vendors, including the information reported to the Recordkeeping Designee in accordance with Sections 3.2.A.3, 3.2.B.2, 3.2.C.2, 3.3.A.3, 3.3.B.2, 3.3.C.3, 4.1.C, and 4.2.A.5.

4. Compile an annual report on the Jurisdiction's direct procurement, and vendor/other procurement on behalf of the Jurisdiction, of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper, consistent with the recordkeeping requirements contained in 14 CCR Section 18993.2 for the Annual Recovered Organic Waste Product Procurement Target and 14 CCR Section 18993.4 for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper procurement. This report shall be made available to the Jurisdiction's responsible entity for compiling the annual report to be submitted to CalRecycle (which will include a description of compliance on many other SB 1383 regulatory requirements) pursuant to 14 CCR Division 7, Chapter 12, Article 13. The procurement report shall also be shared with Council, Board of Directors, or Board of Supervisors or other regulating body annually as evidence of implementing this Policy.

SECTION 6. EFFECTIVE DATE OF POLICY

This Policy shall go into effect immediately.

Guidance: If the Jurisdiction's Policy is not going into immediate effect, Jurisdiction can reword the above sentence to include a later date for effective date, but no later than January 1, 2022, per SB 1383 regulatory requirements, with the following exception. Rural counties and Jurisdictions located within rural counties that are exempt from the Organic Waste collection requirements pursuant to 14 CCR Section 18984.12(c) are not required to comply with the SB 1383 regulatory procurement requirements in 14 CCR Section 18993.1 until January 1, 2027, for the Procurement of Recovered Organic Waste Product requirements (e.g., Section 3 of this Model Policy). These Jurisdictions may delay adoption of those requirements, or voluntarily adopt a procurement policy that is effective prior to that compliance date. However, as previously stated, these Jurisdictions must be in compliance with the recycled-content paper procurement requirements commencing January 1, 2022.

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Item 6.A

California Recycling Requirements and SB 1383: Short-lived Climate Pollutants Update

Attachment 5

Draft CalRecycle Model Food Recovery Agreement

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CalRecycle
SB 1383 Implementation Tools

Model Food Recovery Agreement

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Prepared by
HF&H Consultants, LLC
In conjunction with
Diversion Strategies, LLC

DISCLAIMER

This Model Tool is for informational and example purposes only. It should not merely be duplicated without consideration of an individual jurisdiction, food recovery organization, food recovery service, or commercial edible food generator's particular needs or circumstances. It is not intended to cover each and every situation, nor can it anticipate specific needs. In developing this Model Tool, CalRecycle and its consultants (HF&H Consultants in conjunction with Diversion Strategies) have attempted to ensure that the language herein aligns with the SB 1383 regulations; however, in the event of any conflict, the language in the regulations shall prevail over language in the Model Tool and determination of regulatory intent and interpretation should be appropriately guided by the regulatory language and the official rulemaking record of which this Model Tool is not a component. CalRecycle and its consultants make no representation that use of this Model Tool will ensure compliance with regulatory requirements. This Model Tool does not constitute legal advice. Users of the Model Tool are encouraged to seek legal counsel appropriate to their particular circumstances regarding compliance with regulatory requirements.

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MODEL FOOD RECOVERY AGREEMENT ATTACHMENTS

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GUIDANCE ON THE MODEL FOOD RECOVERY AGREEMENT

The California Department of Resources Recycling and Recovery (CalRecycle) oversees a variety of programs and policy initiatives to reduce the amount of solid waste sent to landfills and promote recycling in California, including organic waste recycling under SB 1383. SB 1383, as enacted in 2017 (Lara, Chapter 395, Statutes of 2016), establishes Statewide targets to reduce the Statewide disposal of organic waste 50 percent by 2020 and 75 percent by 2025; and requires that not less than 20 percent of edible food that is currently disposed be recovered for human consumption by 2025. For the purposes of this document, "SB 1383 regulations" or "SB 1383 regulatory" requirements refer to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of Title 14, Division 7 of the California Code of Regulations (CCR), and amended portions of regulations of Title 14 CCR and Title 27 CCR. The SB 1383 regulations set forth a variety of programmatic and policy-related requirements for jurisdictions, generators, and other entities to support the Statewide goals of SB 1383.

To support jurisdictions and other regulated entities with implementing programs and policies to reach compliance with SB 1383 regulations, CalRecycle offers four Model Implementation Tools including a Model Franchise Agreement, Model Mandatory Organic Waste Disposal Reduction Ordinance, Model Recovered Organic Waste Product Procurement Policy, and this Model Food Recovery Agreement. These tools are available for jurisdictions and other regulated entities to use and customize to meet their unique needs.

This guidance document provides an overview of the Model Food Recovery Agreement. The Model Food Recovery Agreement is intended to be customized and used by commercial edible food generators, food recovery organizations, food recovery services, and jurisdictions to assist with SB 1383 compliance and meet their unique edible food recovery needs.

INTRODUCTION

This Guidance Document supports the use of the Model Food Recovery Agreement ("Model"). The Model was created recognizing that many commercial edible food generators ("generators"), and/or food recovery organizations and food recovery services ("FRO/FRS") throughout the State will be entering into new contracts or written agreements or amending existing contracts or written agreements to comply with SB 1383 regulatory requirements for commercial edible food generators. By establishing a contract or written agreement for food recovery, generators and/or FRO/FRSs can address provisions that support compliance with SB 1383 regulations as well as other provisions related to safe food handling, self-hauling edible food, cost-sharing, recordkeeping, and other needs.

This Model has been developed to provide an easy-to-use and highly customizable template for creating a new edible food recovery agreement with SB 1383 regulatory provisions or as a source of agreement provisions related to SB 1383 regulations for amending an existing agreement. This Model may also be used by those who are not subject to SB 1383 regulations. The guidance provided herein highlights important considerations to keep in mind when using the Model; customization strategies to adapt the Model to fit the parties' unique conditions; and includes tips and a list of additional resources.

IMPORTANT CONSIDERATIONS

- **New Agreement or Amendment of Existing Agreement.** The Model is designed to be a highly customizable template agreement, providing numerous options to address a range of food recovery needs, as further described on the following page. It can be used by parties drafting new food recovery agreements and those amending existing agreements. For new agreements, the Model may be used as a starting point with customization; and for amendments to existing agreements, example provisions in the Model can be selected and integrated into the existing agreement(s).

- **SB 1383 Regulatory Requirements**. Each regulated entity under SB 1383 is responsible for understanding and achieving compliance with SB 1383 regulations. Use of the Model by a commercial edible food generator and/or FRO/FRS, or by a jurisdiction involved in food recovery activities, does not exempt that entity from complying with all SB 1383 regulatory requirements. The Model includes example provisions that support compliance with some, but not all SB 1383 regulatory requirements. It is advised that users of the Model thoroughly review the SB 1383 regulations and take necessary actions to ensure full compliance.

  Language that is specific to SB 1383 is shown in blue font, and language not directly from SB 1383, but relevant for a food recovery agreement, is shown in black font.

- **Legal Review and Approval**. Any contract or written agreement that results from use of the Model shall not be considered to have undergone legal counsel review. Each party to the agreement is responsible for performing any legal review or approval processes typically required by the parties for approval of such agreements.

- **Example Language Only**. The provisions in the Model are examples only. Users of the Model are not required to use the language included in this Agreement. All language should be considered in the context of the parties' unique food recovery needs.

CUSTOMIZATION CONSIDERATIONS

The Model is designed to be customizable for a diverse range of parties to the agreement and transaction types, while providing flexibility for each party to reflect their food recovery needs. For example, the Model includes a range of options for allowable food, generator types, cost-sharing structures, reporting, documentation, and more.

The parties to an edible food recovery agreement will want to capture their local systems and unique approach to edible food recovery programs and services. As such, users of the Model are advised to consider the following general items when crafting their agreement. More specific guidance is included in the Model itself.

1. GUIDANCE AND OPTION NOTES

Guidance notes are integrated into the Model to explain how specific sections and provisions of the Model can be customized for a party's needs. General guidance notes are highlighted in green. Notes in blue identify various options or areas where specific information is to be inserted or selected.

The Model addresses common variations of programs and service options; however, addressing all food recovery scenarios was not practical. Given this, parties to the agreement may need to customize or eliminate some sections of the Model to reflect their conditions by drawing on example provisions in the Model as a starting point.

2. ADAPTABILITY OF THE MODEL TO A VARIETY OF TRANSACTION TYPES

Provisions within the Model are intended to apply to a variety of transaction types for food recovery programs and services (e.g., donation vs. fee for service, food bank vs. identified non-profit receiver, collection vs. delivery). However, there is not a "one size fits all" approach. Some of the sample provisions in the Model may be applicable to some arrangements or transactions and may have to be deleted or modified for others.

3. SOLUTIONS FOR REJECTED FOOD

For food that is rejected under the terms of the agreement or otherwise not accepted for human consumption, it is urged that the parties to the agreement utilize alternate solutions that prioritize the highest and best use of food to the full extent possible (e.g., redirection to another FRO/FRS, use as animal feed), followed by organic waste recovery methods (e.g., composting, anaerobic digestion) rather than landfill disposal, in accordance with local requirements, SB 1383 regulations, and other applicable laws. Options for how to handle rejected food may vary depending on the location and infrastructure in place for the processing of food waste.

4. ALIGNMENT OF DEFINED TERMS

The Model includes dozens of defined terms, some of which were obtained from SB 1383 regulatory definitions and many from existing food recovery agreements and programs. The nuances of defined terms and their relationship to one another can have a significant impact on the meaning of the provisions of the food recovery agreement. For this reason, parties to the agreement are advised to carefully review the definitions of the Model and SB 1383 regulations, as well as any definitions contained in existing agreement(s), if applicable. Users should modify existing definitions and/or integrate new ones where needed. It is likely that some of the definitions in the Model can be used without modification, while others will need to be tailored to the parties' unique needs, program, and contractual arrangements.

5. FOOD HANDLING/FOOD SAFETY CERTIFICATIONS

Parties to a food recovery agreement should consider including in their Agreement a requirement for having one or more staff or volunteers on site to have a safe food handling/food safety certification or food handler card. It is also highly recommended that the parties to a food recovery agreement contact their local Environmental Health Department for guidance on safe food handling practices.

6. FOOD WASTE SOURCE REDUCTION

Although not required under the SB 1383 regulations, a commercial edible food generator and FRO/FRS may also consider including language in the agreement regarding sharing information regarding food production and donation to decrease excess food production and prevent the creation of food waste. For example, if an FRO/FRS learns through observation or data collected that certain food donations are larger on certain days or events, that information could be shared with the commercial edible food generator so that the commercial edible food generator can order or produce less product on those days or events if possible, therefore generating less food waste.

7. NON-FOOD ITEMS

A FRO/FRS may also accept non-food items for collection. While the Model only addresses food, the Model is intended to be highly customizable to reflect the agreement between the specific parties. If a FRO/FRSs program does accept non-food items, the Model can be amended to include those items.

8. REFERENCE TO LOCAL, STATE, AND FEDERAL REGULATIONS

The Model refers to compliance of local, State, and federal laws by reference. Parties utilizing the Model may elect to incorporate these regulations by reference, list specific

relevant regulations in the agreement, or attach the text of the relevant regulations as an attachment to the agreement.

ADDITIONAL TIPS FOR USING THE MODEL

1. **Modify Language.** Adjust the Model language to fit the user's specific needs. For example, "Generator" and "FRO/FRS" are used throughout the document, and will need to be changed to the parties' names, as applicable.

2. **Delete Guidance Notes and Unused Options.** Highlighted guidance notes are presented in the Model for reference only, and are to be removed by the user when preparing its final Food Recovery agreement. In cases where the Model offers multiple options, optional provisions that are not selected are to be deleted and section numbers must be modified accordingly.

3. **Blend Existing Provisions with Model Provisions.** Users that have existing Food Recovery agreements may want to select provisions from both the Model Agreement and their existing agreement to develop an agreement that best suits its needs.

4. **Style and Design.** The use of multiple font colors and highlighting to differentiate content in the Model, as described above, is not required in any final document produced, and the colors should be eliminated or made consistent with the user's standard document styles. The Model Food Recovery Agreement and this Guidance Document have been designed in accordance with CalRecycle's accessibility guidelines. SB 1383 regulations do not require specific styles or design to be used for food recovery agreements, and the final document style is at the discretion of the parties to the agreement.

ADDITIONAL RESOURCES

CalRecycle Resources

1. SB 1383 General Information: https://www.calrecycle.ca.gov/organics/slcp
2. SB 1383 Final Regulations: [Insert Link]
3. SB 1383 Model Implementation Tools: https://www.calrecycle.ca.gov/organics/slcp/education

   This webpage includes the following Model Tools:

   - Model Food Recovery Agreement
   - Model Franchise Agreement
   - Model Mandatory Organic Waste Disposal Reduction Ordinance
   - Model Recovered Organic Waste Product Procurement Policy

4. SB 1383 Case Studies: https://www.calrecycle.ca.gov/organics/slcp/education

   Eight case studies are available including two each on food recovery programs and policies, franchise agreements, mandatory organic waste disposal reduction ordinances, and recovered organic waste product procurement.

5. SB 1383 Local Services Rates Analysis: [Insert Link]

6. Food Recovery Information: https://www.calrecycle.ca.gov/organics/food/donation/

Additional Food Recovery Resources

1. ANSI-CFP Accreditation Program, Food Handling and Safety: https://www.ansi.org/accreditation/credentialing/personnel-certification/food-protection-manager/alldirectorylisting?menuid=8&prgid=8&statusid=4

2. California Retail Food Code: https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?toccode=hsc&division=104.&title=&part=7.&chapter=&article=

3. Limited Service Charitable Feeding Operation Guidelines: https://www.ccdeh.org/content.aspx?page_id=70&club_id=909133 (search LSCFO)

Food Recovery Agreement
between the
Food Recovery Organization/Food Recovery Service
and
the Commercial Edible Food Generator

This Agreement ("Agreement") is dated _____ ___, 20__ between the Parties to this Agreement, _____ ("FRO/FRS") and, _____ ("Commercial Edible Food Generator").

The Commercial Edible Food Generator wishes to provide its Edible Food that would otherwise be disposed to FRO/FRS pursuant to the terms of this Agreement.

SECTION 1: ALLOWABLE FOODS

1.1 FOODS ACCEPTABLE AND/OR PREFERRED FOR FOOD RECOVERY

Guidance: Use this section to specify food types accepted and/or preferred by the FRO/FRS in your agreement. A FRO/FRS may choose to include one or more of the following options and sub-options (or combination thereof) depending on the kinds of foods the program will or will not accept. For streamlining of the body of the Agreement, and ease of amending the list in the future, the list of acceptable foods for Food Recovery is incorporated as an Attachment to the Agreement rather than indicated in the text of the Agreement itself.

Foods accepted and/or preferred for Food Recovery under this Agreement are listed and described in Attachment B.

1.2 FOODS NOT ACCEPTED FOR DONATION OR COLLECTION

Guidance: This section addresses specific food/food types that the FRO/FRS will not accept. The FRO/FRS may choose to also include nutritional guidelines to accompany this section. For streamlining of the body of the Agreement, and ease of amending the list in the future, the list of unacceptable foods for collection or donation is incorporated as an Attachment to the Agreement rather than indicated in the text of the Agreement itself.

Foods that are not acceptable for donation or collection under this Agreement are listed and described in Attachment B.

1.3 CONDITIONS FOR REFUSAL

FRO/FRS reserves the right to refuse food at any time if it meets the conditions for refusal. Conditions for refusal of food include but are not limited to food safety concerns, improper storage, provision of items not agreed upon for Food Recovery, lack of transportation capacity or storage space, and/or food not currently needed by FRO/FRS.

Guidance: Parties to the Agreement may want to include a provision on employing best practices to minimize any ongoing rejections of food. This could include best practices such as inspecting the food before leaving the Commercial Edible Food Generator's site, prompt notification and communication between the Parties, and other practices that would help minimize rejected food and the costs and liability incurred as a result of the rejections.

Commercial Edible Food Generator agrees to provide food that meets all food safety standards in accordance with Section 2 of this Agreement and not knowingly or intentionally provide foods that do not meet these standards.

Rejection by FRO/FRS of food provided will be done so in good faith.

In the case of refusal or rejection, FRO/FRS must inform Commercial Edible Food Generator of the rejection and reason as soon as possible. Any rejected Edible Food that cannot be redirected to another FRO/FRS with the approval and consent of the alternate FRO/FRS will be treated as organic waste and shall not be disposed in a landfill, regardless of which Party is in possession of the food.

Guidance: Include details of documentation and process for donation refusal in this section, if desired. This documentation is not a requirement under SB 1383 regulations, but may be included if both Parties wish to have more detailed documentation. The optional language below can be used or amended.

Refused or rejected food by FRO/FRS must include documentation of refusal. Documentation must be in an electronic/hard copy format and include a description and/or photo of the rejected donation, reason for rejection, and time/date of donation rejection.

SECTION 2: FOOD SAFETY REQUIREMENTS AND PROTOCOLS

Both FRO/FRS and Commercial Edible Food Generator will maintain compliance with all federal, State, and local regulations for safe food handling and food safety recordkeeping requirements prior to and during transportation, storage, and handling.

When applicable, Commercial Edible Food Generator shall at all times maintain all licenses and permits required by the State of California and any other governmental authorities, including, without limitation, local and municipal governmental authorities, to operate a food establishment in accordance with the services provided by Commercial Edible Food Generator.

Guidance: If the Parties have other specific food safety protocols in addition to the food safety requirements of local, State, and federal laws, those may be additionally specified in this Section, or added as an Attachment to this Agreement.

In the event of a food recall, Commercial Edible Food Generator will notify FRO/FRS of the specifics of the recall.

All food advisories, warnings, and recalls, including voluntary recalls, must be handled in compliance with all issued local, State, and federal instructions.

SECTION 3: TRANSPORTATION AND STORAGE

3.1 TRANSPORTATION

Guidance: This section outlines detail in the Agreement for transportation of the food to the FRO/FRS. The language establishes the party responsible for transportation and collection instructions for each option. Language can be amended to fit the needs of the transaction. For purposes of streamlining the Agreement, and ease of amending the document, detail on transportation and storage is incorporated into this Agreement as Attachment C.

Option 1a: Under this Agreement, FRO/FRS agrees to collect Edible Food that would otherwise be disposed from Commercial Edible Food Generator's site and transport it to FRO/FRS address provided in Attachment C.

Option 1b: Commercial Edible Food Generator agrees to self-haul their Edible Food that would otherwise be disposed to the FRO/FRS address provided in Attachment C. If Commercial Edible Food Generator self-hauls food to FRO/FRS outside the delivery or drop off window specified in this Agreement, FRO/FRS may reject the food. In addition, self-hauling food outside the delivery or drop off windows specified in this Agreement may result in FRO/FRS's immediate termination of the Agreement.

Provisions related to the staging, pick up, transport, and delivery of collected and donated food are listed and described in Attachment C.

3.2 MISSED OR DELAYED PICK-UPS

In the event of a delayed collection or delivery outside of the drop off window, the transporting Party will contact the receiving Party as soon as possible to notify them of the delay. If the delay cannot be accommodated (for example, delay results in a delivery after hours), Commercial Edible Food Generator will retain possession of the food and maintain safe storage and handling of the food until the delivery/collection can be rescheduled, or find alternative solutions if the food cannot be delivered in a safe or timely manner. Examples of alternative solutions may include redirecting Edible Food to another FRO/FRS, with the approval and consent of the alternate FRO/FRS; lawful use as animal feed; organic waste recovery or recycling such as composting or anaerobic digestion; or alternative diversion strategy that does not result in landfill disposal.

In the event that Commercial Edible Food Generator does not have food available for the scheduled pick-up day specified Attachment C, Commercial Edible Food Generator will notify FRO/FRS as soon as possible. In the event that Commercial Edible Food Generator

does not contact FRO/FRS in advance, FRO/FRS may charge Commercial Edible Food Generator for any costs incurred.

Both Parties will notify each other of closures and holidays that may affect transportation.

FRO/FRS retains the right to reject the food in the event of a delayed delivery (see Section 1.3 of this Agreement).

Multiple delays or missed pick-ups without notification from the transporting Party to the receiving Party may be grounds for termination of this Agreement. Guidance: In the case of termination of the Agreement, the Commercial Edible Food Generator is still responsible for meeting the Edible Food Recovery requirements of SB 1383 regulations, and will still be required to contract with or establish a written agreement with a different FRO/FRS to arrange for Food Recovery activities.

3.3 DONATION DUMPING

Commercial Edible Food Generator will not knowingly provide unusable or unsuitable food, force Food Recovery after capacity has been reached, or intentionally deliver food outside of the specified collection/Food Recovery windows to the FRO/FRS ("donation dumping"). Doing so jeopardizes liability and brand protection, and may result in immediate termination of this Agreement (See Section 7F).

FRO/FRS will be compensated for costs incurred as a result of the donation dumping and Commercial Edible Food Generator may be reported to the local jurisdiction.

SECTION 4: EQUIPMENT PROTOCOLS

Guidance: Use this section if either Party is using equipment provided by the other Party (e.g., food transport containers, coolers, thermal blankets). This section should specify the type of equipment, protocol for maintenance and return of equipment, and sanitation of the equipment, if applicable. Language can be amended to accommodate the specific equipment, use protocols, and return protocols.

To assist in the execution of this Agreement, FRO/FRS/Commercial Edible Food Generator agrees to provide the FRO/FRS/Commercial Edible Food Generator with the equipment listed in Attachment D.

All equipment must be used and maintained as required by FRO/FRS/Commercial Edible Food Generator and the equipment manufacturer guidelines. FRO/FRS/Commercial Edible Food Generator will read all product manuals prior to use, and maintain equipment accordingly. All equipment must remain in FRO/FRS/Commercial Edible Food Generator's possession until returned to FRO/FRS/Commercial Edible Food Generator. Equipment may not be loaned, stored at a different location, or transferred without prior approval from FRO/FRS/Commercial Edible Food Generator.

Guidelines for using and storing equipment are included in Attachment D to this Agreement.

All equipment provided under this Agreement must be cleaned, sanitized and returned in good, working condition. Loaned equipment will be returned to the FRO/FRS/ Commercial Edible Food Generator by <equipment return protocol here, such as duration of loan, time windows for equipment drop off, etc.>.

Food-related and utensil-related equipment shall meet all federal, State, and local requirements, in accordance with Section 2 of this Agreement.

SECTION 5: DOCUMENTATION AND RECORDKEEPING

Guidance: This section outlines documentation and reporting requirements between the Parties. This can be documentation required internally or externally (e.g., for tax benefit purposes). Language can be amended to fit the needs of both Parties to the Agreement.

Option 1: Documentation required by Commercial Edible Food Generator

FRO/FRS will provide the following information to Commercial Edible Food Generator about the food that was recovered from Commercial Edible Food Generator: <number of meals or people served, types of food that were recovered, weight (in pounds), frequency that the food is recovered , time, date, signature/confirmation, etc.>.

The requirements outlined in this Section shall not take the place of any recordkeeping and reporting obligations required by local, State, and federal regulations.

Documentation shall be compiled via hard copy or electronically, including reports or data compiled through the use of cloud-based tracking, use of bar or QR codes, or other data collection platforms. Guidance: Select one or more documentation method(s) presented above, based on the standard practices and needs of both Parties to the Agreement

This information will be provided to Commercial Edible Food Generator on a <frequency> basis on <day>, and transmitted to <contact> via <US mail, email, etc.>.Guidance: Note that SB 1383 regulations (14 CCR Sections 18991.4 and 18991.5) specify that Commercial Edible Food Generators and FRO/FRSs shall maintain records of the quantity of Edible Food (in pounds) recovered per month. Consider this when selecting measurement units and documentation frequency.

FRO/FRS is required to retain all records for a minimum period of __ years.

FRO/FRS agrees to cooperate with Commercial Edible Food Generator or designee for reporting to local, State, and federal agencies, as applicable.

Option 2: Documentation required by the FRO/FRS

Guidance: The SB 1383 regulations do not require Commercial Edible Food Generators to provide this documentation; however, in some cases it may be appropriate to delegate the responsibility of documentation to the Commercial Edible Food Generator based on the logistical arrangements between the Parties.

Commercial Edible Food Generator will provide the following information to the FRO/FRS for food provided by Commercial Edible Food Generator: <donation type and description, weight (in pounds), types of food that were recovered , established frequency that the food is recovered, time, date, signature/confirmation, etc.>.

The requirements outlined in this Section shall not take the place of any recordkeeping and reporting obligations required by local, State, and federal regulations.

Documentation shall be compiled via hard copy or electronically, including reports or data compiled through the use of cloud-based tracking, use of bar or QR codes, or other data collection platforms. Guidance: Select one or more documentation method(s) presented above, based on the standard practices and needs of both Parties to the Agreement.

This information will be provided to FRO/FRS on a <frequency> basis on <day>, and transmitted to <contact> via <US mail, email, etc.>. Guidance: Note that SB 1383 regulations (14 CCR Sections 18991.4 and 18991.5) specify that Commercial Edible Food Generators and FRO/FRSs shall maintain records of the quantity of Edible Food (in pounds) recovered per month. Consider this when selecting measurement units and documentation frequency.

Commercial Edible Food Generator is required to retain all records for a minimum period of __ years.

Commercial Edible Food Generator agrees to cooperate with FRO/FRS or designee, for reporting to local, State, and federal agencies, as applicable.

SECTION 6: COMMERCIAL EDIBLE FOOD GENERATOR SERVICE FEES OR FINANCIAL CONTRIBUTIONS

Guidance: This section reflects the fee structure for service. Options are provided below to demonstrate examples of different fee structures, depending on the financial model of the FRO/FRS. Language can be amended to fit the needs of the Parties subject to this Agreement

Option 1: Fee for service

Guidance: The below language is an example of provisions for fee for service models. Since fee structures can vary, the language can be amended to fit the specific financial

model.

In fulfillment of the services provided in this Agreement, Commercial Edible Food Generator agrees to pay a fee for service to FRO/FRS. The fee structure is as follows:

Option 1a: Commercial Edible Food Generator will pay a per-pick up fee of $___ per pick up.

Option 1b: Commercial Edible Food Generator will pay a per-pound fee of $___ per pound picked up.

Option 1c: Commercial Edible Food Generator will pay a flat rate of $_____ per month or other frequency, for __ months or other frequency.

At the end of each month, FRO/FRS will prepare a statement that will be sent to Commercial Edible Food Generator's designated billing contact for payment.

Commercial Edible Food Generator's designated billing contact is: <name, contact information>

Commercial Edible Food Generator shall submit payment, including a copy of the monthly statement, to the FRO/FRS by <the due date>.

Delayed or late payments may be grounds for termination of this Agreement.

Option 2a: Financial Contribution

In fulfillment of the services provided in this Agreement, there is no fee for service and the foods are recovered by FRO/FRS free of charge. However, Commercial Edible Food Generator will make a financial contribution to FRO/FRS in the amount of <financial amount>, on a < monthly basis, annual basis, etc.>.

Upon receipt of the financial donation, FRO/FRS will prepare <specify necessary documentation> and submit to Commercial Edible Food Generator <and other relevant parties/agencies> within __ days.

Option 2b: In-lieu Payment

In fulfillment of the services provided in this Agreement, there is no fee for service. In lieu of payment, FRO/FRS/Commercial Edible Food Generator agrees to provide the following:

<Specify the in-lieu compensation, for example a tax benefit may offset the cost of the program/donation; cost sharing, or an in-kind donation such as vehicles, refrigeration, or storage space may be provided. This section would specify the structure and specify the necessary documentation and procedure for the Party(ies) to receive the benefit>.

Option 2c: Donation

In fulfillment of the services provided in this Agreement, there is no fee for service and the foods are recovered by FRO/FRS free of charge.

Option 3: Other Funding Mechanisms

Guidance: This section memorializes that payment would be provided as part of another funding mechanism, such as a third party, a General Fund, tip fees, etc.

Compensation under this Agreement is provided to <compensated Party> through <other funding mechanism>. Both FRO/FRS and Commercial Edible Food Generator are required to act in compliance with provisions set forth in <other funding mechanism agreement>.

SECTION 7: TERMS AND CONDITIONS

A. This Agreement contains the entire Agreement between the Parties to this Agreement with respect to the subject matter herein and supersedes all prior understandings, agreements, representations and warranties, if any, whether oral or written, expressed, or implied, with respect to said subject matter.

B. This Agreement reflects the intent and understanding of the Parties. Any amendment or modification to this Agreement must be in writing, with approval by both Parties. Minor changes to this Agreement, including the attachments, may be revised in writing or email, without having to revise the full Agreement, upon agreement by both Parties.

C. Definitions applicable to this Agreement are attached hereto as Attachment E.

D. Guidance: Provide a contact for the “day to day” administration of the Agreement. If a legal department or similar entity is designated as the contact for the Agreement, also include a contact for administering the Food Recovery activity.

Both FRO/FRS and Commercial Edible Food Generator agree to appoint at least one individual to act as a contact person for notices and other communications, as well as reporting and receipting of activities conducted under this Agreement. The initial contact person(s) are identified in the Assignments in Attachment A. A Party to this Agreement may change its contact person(s) at any time by written notice transmitted electronically or via U.S. Mail to other Party.

E. This Agreement shall become effective as of the Effective Date when it has been executed by all of the Parties to this Agreement.

Option 1: Effective until terminated

This Agreement shall continue in full force and effect until terminated by either Party. Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party with 30-day notice to the other Party.

Option 2: Extended with fulfillment of terms and conditions

This Agreement shall continue upon fulfilment of certain terms or conditions <specify terms and conditions>. Upon fulfillment, the Agreement term can be extended for/to <term or date specified>.

Option 3: Automatic renewal with notice of termination

This Agreement will automatically renew each <term> for an additional <term> unless either party notifies the other in writing, no later than <notice period> before the end of the current term, of its decision not to renew.

Option 4: Defined term

This Agreement is effective for a term of <term> and will expire on <date>. Any renewal or extension will require a new Agreement between the Parties.

F. Guidance: This subsection provides provisions for immediate termination by either party in the event that terms of the Agreement are violated. The contracting Parties may elect to also include language providing an opportunity to remedy or cure the violation or limit the language in this section to termination.

In instances where any of the terms of this Agreement are violated by either Party, this Agreement may be terminated. The Parties have the right to terminate this Agreement at any time for non-performance, as defined by the Parties and listed below.

<Specify non-performance under the Agreement>

In the event of non-performance or substandard performance under the terms of this Agreement, the violating Party will cooperate with non-violating Party in addressing the problem. The non-violating Party may take such actions as it considers appropriate to cure or remedy the issue, including, without limitation, increasing site visits/ride-along, monitoring, additional training, or other support to the violating Party, establishing a formal corrective action plan, or terminating the Agreement immediately.

FRO/FRS may charge a fee to Commercial Edible Food Generator to cover expenses of missed or delayed pick-ups, including finding alternative solutions for unsuitable or unusable donations in the event that Commercial Edible Food Generator delivers such material. This fee will consist of the actual expenses

incurred in the disposal of the unsuitable or unusable items, plus an additional fee of $__.

G. If, as a result of a case of force majeure, either Party was unable to fulfill its obligations under this Agreement, the execution of it would be suspended during the duration of this force majeure. Each Party shall immediately notify the other Party of any such event of force majeure. In the event that the event of force majeure lasts for a duration greater than one month, the other Party may terminate this Agreement as of right and with immediate effect.

H. Information gained under this Agreement shall not be sold or shared in any manner by either Party without express approval. Neither Party shall use the name, nor any trademark or reference related to such in connection with the recovered food, use or disposal of the foods, without express approval.

I. This Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal law, including, without limitation, the Bill Emerson Good Samaritan Food Donation Act and the California Good Samaritan Food Donation Act). Both Commercial Edible Food Generator and FRO/FRS are familiar with the Good Samaritan laws referenced in this subsection that limit liability to gross negligence and intentional misconduct.

J. Each of the Parties shall, at the signing of this Agreement, provide third party liability insurance covering all of its activities and the harmful consequences of its activity.

The undersigned hereby agree to the terms of this Agreement:

Signed: _____ Date: _____

Name of Signatory
Title of Signatory
FRO/FRS

Signed: _____ Date: _____

Name of Signatory
Title of Signatory
Commercial Edible Food Generator

ATTACHMENT A:
CONTACTS FOR AGREEMENT

Guidance: The best person to list as "primary contact" is the person who will interact most regularly with donations and collections. A contact for the contract/legal can also be listed on this page, but a day-to-day, on the ground contact should be named as well.

Primary Contact for FRO/FRS:

<Name>

<Title>

<Address>

<Phone>

<Email address>

Primary Contact for Commercial Edible Food Generator:

<Generator Type: Tier One, Tier Two>

<Name>

<Title>

<Address>

<Phone>

<Email address>

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ATTACHMENT B:
ACCEPTABLE AND/OR PREFERRED FOODS, UNACCEPTABLE FOODS, AND PACKAGING/LABELING REQUIREMENTS

Guidance: Attachment B can be used in multiple formats, such as the list and/or table formats presented in Option 1 and Option 2, respectively. Use of the Attachment can also incorporate other items such as examples, labeling requirements, and/or packaging requirements.

Option 1: List

Acceptable Foods/Goods:

1. Non-Perishable Foods
    a. Shelf Stable Packaged Foods (e.g., canned, boxed or packaged foods)
2. Perishable Foods
    a. Dry Foods (e.g., bread, produce)
    b. Refrigerated Foods (e.g., produce, dairy, juice, meat)
    c. Frozen Foods (e.g., meat, bread)
3. Prepared Foods
    a. Hot Prepared Foods
    b. Cold Prepared Foods
    c. Frozen Prepared Foods
    d. Baked Goods
    e. Edible Trimmings from Preparation Process (e.g., edible vegetable trimmings)

Preferred Foods/Goods

1. <Add list of Preferred Foods for FRO/FRS >

Unacceptable Foods/Goods:

1. Foods (e.g., sodas, alcohol, candy, energy drinks, vitamins, diet supplements)
2. Food Conditions (e.g., unsafe foods, previously opened Shelf Stable foods, items previously thawed)

3. Conditional Acceptance (e.g., check first if donating large sized or bulky items)

Packaging and Labeling Requirements

It is agreed between the Parties that food donations, according to their type, must meet specific packaging and labeling criteria, as listed below. All labels must be legible and intact.

1. Non-Perishable Foods:

    a. Non-Perishable foods must be in unopened packaging that maintains the container integrity with no leaks, cracks, missing or incomplete labels, or other indicators that the contents have been compromised.

    b. Labels must be labeled with the following: Common name of the product; and place of business of the manufacturer, packer, or distributor; net quantity of the contents; ingredients listed in order of prominence; allergen disclaimer; and, code date. Shelf stable and packaged foods should have all original and legible labels from the manufacturer.

2. Perishable Foods:

    a. Perishable foods, excluding whole/unpackaged produce, must be in their original, sealed packaging to maintain the integrity of the contents; and shall be stored in temperature-controlled packaging, including a time/temperature log if applicable.

    b. Labels must be labeled with the following: Common name of the product; and place of business of the manufacturer, packer, or distributor; net quantity of the contents; ingredients listed in order of prominence; allergen disclaimer; code date

3. Prepared Foods:

    a. Prepared Foods must be contained in clean, sealable, and food safe containers; packaged separately to avoid cross contamination; and shall be stored in temperature-controlled packaging and include a time/temperature log, if applicable.

    b. Labels must be labeled with the following: The name and location of donor; production and/or recommended discard date; allergen disclaimer.

ATTACHMENT B:
ACCEPTABLE AND/OR PREFERRED FOODS, UNACCEPTABLE FOODS, AND PACKAGING/LABELING REQUIREMENTS

Option 2: Table

Acceptable Food Types

Acceptable Food Types	Non-Perishable	Perishable	Prepared
Food Type	Shelf Stable packaged foods	Dry foods, refrigerated foods, frozen foods	Hot Prepared Foods, cold Prepared Foods, frozen Prepared Foods, baked goods, edible trimmings from preparation process
Original Sources of Food Donations	National and local donors, national and local vendors, retail store donations, reclaim and food drives	National and local donors, national and local vendors, retail store donations, reclaim and food drives	Hotels, Restaurants, institutes, food service facilities, bakeries
Examples of Food Items	Canned, boxed or packaged foods	Bread, produce, meat, bread, dairy, juice,	Prepared meat, poultry entrees, pasta, pizza, vegetables, chilled foods, etc.
Packaging Requirements	Non-Perishable foods must be in unopened packaging that maintains the container integrity with no leaks, cracks, missing or incomplete labels, or other indicators that the contents have been compromised.	Perishable foods, excluding whole/unpackaged produce, must be in their original, sealed packaging to maintain the integrity of the contents; and shall be stored in temperature-controlled packaging, including a time/temperature log if applicable.	Prepared Foods must be contained in clean, sealable, and food safe containers; packaged separately to avoid cross contamination; and shall be stored in temperature-controlled packaging and include a time/temperature log, if applicable.

ATTACHMENT B:
ACCEPTABLE AND/OR PREFERRED FOODS, UNACCEPTABLE FOODS, AND PACKAGING/LABELING REQUIREMENTS

Acceptable Food Types	Non-Perishable	Perishable	Prepared
Label Requirements	Common name of the product; and place of business of the manufacturer, packer, or distributor; net quantity of the contents; ingredients listed in order of prominence; allergen disclaimer; and, code date. Shelf stable and packaged foods should have all original and legible labels from the manufacturer.	Common name of the product; and place of business of the manufacturer, packer, or distributor; net quantity of the contents; ingredients listed in order of prominence; allergen disclaimer; code date	The name and location of donor; production and/or recommended discard date; allergen disclaimer.

59 **Unacceptable Foods/Goods**

Unacceptable Foods/Goods	Foods	Food Conditions	Conditional Acceptance
Fill in descriptions of specific food types/ conditions for refusal.			

60

61 **Preferred Foods/Goods**

62 1. <Add list of Preferred Foods for FRO/FRS >

DRAFT

ATTACHMENT C:
TRANSPORTATION AND STORAGE

<Commercial Edible Food Generator/FRO/FRS/Third Party> will provide suitable transportation to pick and up and deliver food from <Commercial Edible Food Generator(s)>.

Pick Up Address:	**Delivery Address:**
<office, address, main contact name, email, phone number>	<office, address, main contact name, email, phone number>

Collection or Self-haul Delivery Frequency:

Collection or Self-haul Delivery Day(s)	**Time of Collection or Self-haul Delivery**	**Location of Collection or Drop off Location of Self-hauled Deliveries**
Collection will occur <frequency> on <day(s)> Self-hauled deliveries will occur <frequency> on <day(s)>	Collection will occur between <time window> Self-hauled deliveries will occur between <time window>.	Driver will collect <food types> at <designated location(s)>. Driver will deliver <food types> to <designated location(s)>.

Special Instructions:

- Driver will check in at <office, address> with <name of main contact>.
- Driver agrees to wear easily identifiable clothing and/or identification during the pickup.
- FRO/FRS and Commercial Edible Food Generator agree to maintain proper food safety, temperature, and storage conditions to maintain integrity of the food before and during the collection/delivery.
- Commercial Edible Food Generator agrees to compile donation(s) at <designated collection location(s)>
- The driver shall collect food from <designated collection location(s)>.
- Driver shall park at <insert location> and shall enter the premises through <insert entry instructions, if applicable>. If Driver must wait longer than <time frame> for assistance or does not receive assistance, Driver may depart and reschedule the collection.

ATTACHMENT C:
TRANSPORTATION AND STORAGE

- Upon arrival, the Commercial Edible Food Generator or FRO/FRS may inspect the food, including taking temperature. Any product that does not meet the acceptable temperatures or other food safety standards may be rejected in accordance with Section 1.

- Prior to pick up/delivery, Commercial Edible Food Generator shall inspect the donation and confirm the integrity of packaging and labeling; confirm it is an acceptable food item pursuant to this Agreement; and, ensure that the donation meets all food quality and safety standards set forth in this Agreement and applicable law.

Prior to distribution to the community, FRO/FRS will inspect all donated product to ensure it meets packaging, labeling, quality, and safety standards set forth in this Agreement and applicable law.

ATTACHMENT D:
EQUIPMENT USE AND STORAGE

Equipment List:

<FRO/FRS/Commercial Edible Food Generator> agrees to provide the <FRO/FRS/Commercial Edible Food Generator> with the following equipment:

- <Insert list of specific equipment>

Guidelines for using and storing equipment are described as follows:

1. Store all equipment in an indoor, clean location, away from pests, trash, or any other potential source of contamination.

2. Immediately store any food storage containers and equipment used for Food Recovery when not in use to avoid contamination. Do not place containers on the ground, take them into toilet facilities, or store them in a manner that may lead to contamination.

3. Document the cleaning of equipment with the appropriate documentation.

Cleaning and maintenance procedures for Food Recovery equipment:

1. Trained workers must inspect all equipment prior to each use to ensure that it is still functioning properly and has been cleaned and sanitized to prevent contamination.

2. Containers, coolers, and other equipment used for Food Recovery must be washed, rinsed, and sanitized as needed before and after each use.

3. For sanitization, use approved chemical sanitizers and concentrations according to label instructions for “sanitizing,” for example:

    a. Chlorine (bleach): 100 parts per million with contact time of 30 seconds.

    b. Quaternary ammonium: 200 parts per million with contact time of 1 minute.

4. Use sanitizer test strips to ensure proper concentration levels.

5. After equipment use and cleaning, immediately store containers in a way that avoids contamination and maintains cleanliness as described in subsection A above.

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ATTACHMENT E:
DEFINITIONS

Guidance: The below definitions include some definitions from the SB 1383 regulations, as well as additional definitions that are not in the regulations, but are relevant for the execution of the Agreement. Note that not all the following definitions are currently used in the Model Agreement; however, additional definitions have been provided as a reference for other definitions that may be included in a Food Recovery Agreement. Users of the Model Agreement should add or delete definitions as applicable based on the terms selected for their Agreement.

California Code of Regulations (CCR)
"California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR, Division 7, Chapter 12" refers to Title 14, Division 7, Chapter 12 of the California Code of Regulations.

Commercial Edible Food Generator
"Commercial Edible Food Generator" includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

Edible Food
"Edible Food" means food intended for human consumption, or as otherwise defined by 14 CCR Section 189982(a)(18). For the purposes of this Agreement, Edible Food is not solid waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

Excess Food
"Excess Food" means any extra wholesome, Edible Food, including food that was prepared for service, but not served or sold. Guidance: This definition is not used herein; and, is provided in the event the user of the Model has a need for this definition. Delete if not used.

Food Bank
"Food Bank" has the same meaning as defined in Section 113783 of the California Health and Safety Code and means a surplus food collection and distribution system operated and established to assist in bringing donated food to Nonprofit Charitable Organizations and individuals for the purposes of reducing hunger and supplying nutritional needs; or as otherwise specified in 14 CCR Section 18982(a)(25).

Food Distribution Organization (FDO)
"Food Distribution Organization" or "FDO" is an organization that accepts donated food and directly distributes it to Recipients or, in some cases, distributes donated food to another Receiving Facility which will then directly distribute it to Recipients. This FDO and the receiving facility may be one and the same. An FDO may be a Food Recovery Organization, or may be an entity through which a Food Recovery Organization distributes food to the public. Guidance: This definition is not used herein; and, is provided in the event the user of the Model has a need for this definition. Delete if not used.

Food Distributor
"Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

Food Facility
"Food Facility" has the same meaning as defined in Section 113789 of the California Health and Safety Code, or as otherwise specified in 14 CCR Section 18982(a)(23).

Food Recovery
"Food Recovery" means actions to collect and distribute food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24). Food Recovery may include the collection of Edible Food for distribution to food insecure individuals and may take forms such as, but not limited to: Gleaning, Perishable food rescue/salvage, Non-Perishable food collection, and rescue of Prepared Food.

Food Recovery Organization (FRO)
"Food Recovery Organization" or "FRO" 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 California Health and Safety Code,

(B) A Nonprofit Charitable Organization as defined in Section 113841 of the California Health and Safety code; and,

(C) A Nonprofit Charitable Temporary Food Facility as defined in Section 113842 of the California Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

Food Recovery Service (FRS)
"Food Recovery Service" or "FRS" 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, or as otherwise defined in 14 CCR Section 18982(a)(26).

Food Service Provider

"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, or as otherwise defined in 14 CCR Section 18982(a)(27).

Glean

"Glean" or any variation thereof, means the action of a person who legally gathers remnants of an agricultural crop or harvests part of, or all of, an agricultural crop made available by the owner of the agricultural crop.

Grocery Store

"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. If the definition in 14 CCR Section 18982(a)(30) differs from this definition, the definition in 14 CCR Section 18982(a)(30) shall apply to this Agreement.

Health Facility

"Health Facility" has the same meaning as in Section 1250 of the California Health and Safety Code, or as otherwise specified in 14 CCR Section 18982(a)(32).

Hotel

"Hotel" has the same meaning as in Section 17210 of the Business and Professions code, or as otherwise specified in 14 CCR Section 18982(a)(34).

Large Event

"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. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

Large Venue

"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. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

Local Education Agency

"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, or as otherwise defined in 14 CCR Section 18982(a)(40).

Non-Perishable/Shelf Stable

"Non-Perishable" or "Shelf Stable" means foods that have a long shelf life and do not require refrigeration.

Nonprofit Charitable Organization

"Nonprofit Charitable Organization" has the same meaning as defined in Section 113841 of the California Health and Safety Code, or as otherwise specified in 14 CCR Section 18982(a)(25).

Nonprofit Charitable Temporary Food Facility

"Nonprofit Charitable Temporary Food Facility" has the same meaning as defined in Section 113842 of the California Health and Safety Code, or as otherwise specified in 14 CCR Section 18982(a)(25).

Perishable

"Perishable" means foods that are temperature sensitive, such as, but not limited to, meats, dairy products, produce, and some bakery items.

Potentially Hazardous Food

"Potentially Hazardous Food" means a food that requires time or temperature control to limit pathogenic micro-organism growth or toxin formation. Guidance: This definition is not used herein; and, is provided in the event the user of the Model has a need for this definition. Delete if not used.

Prepared Foods

"Prepared Foods" means foods of all descriptions that have been prepared but were never served. This may include cooked or otherwise processed items, such as, but not limited to, meats, entrees, vegetables, starches, deli trays, and vegetable trays.

Recipient

"Recipient" means a person in need who receives wholesome food from a Food Recovery Organization, Food Recovery Service, or other distributing entity.

Receiving Facility

"Receiving Facility" means the organization that accepts donated food and directly distributes it to the consumer.

Restaurant

"Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

State

"State" means the State of California.

Supermarket

"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, or as otherwise defined in 14 CCR Section 18982(a)(71).

Tier One Commercial Edible Food Generator

"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.

If the definition in 14 CCR Section 18982(a)(73) differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

Tier Two Commercial Edible Food Generator

"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.

If the definition in 14 CCR Section 18982(a)(74) differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

Wholesale Food Vendor

"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, or as otherwise defined in 14 CCR Section 18982(a)(76).

Western Riverside Council of Governments
Solid Waste Committee

Staff Report

Subject: **Food Waste Prevention and Rescue Grant Program - Cycle 4 Update**

Contact: **Mei Wu, Fellow**, **mwu@wrcog.us**, **(951) 405-6734**

Date: **November 18, 2020**

The purpose of this item is to *provide information on the application of the Food Waste Prevention and Rescue Grant Program that WRCOG staff will use to assist members in reaching State of California recycling requirements.*

Requested Action:

1. Receive and file.

Background

CalRecycle has opened its fourth cycle of the Food Waste Prevention and Rescue Grant Program; applications are due November 20, 2020. The purpose of this grant program is to lower overall greenhouse gas emissions by establishing new or expanding existing food waste prevention projects (source reduction or food rescue) in California to reduce the amount of food being disposed in landfills.

Food Waste Prevention and Rescue Grant

To assist member jurisdictions in meeting requirements of Senate Bill 1383, WRCOG staff will use the grant to establish a regional food recovery network and provide food waste education and outreach to residents and businesses. The grant funds will be used for the following initiatives:

- Implement a needs assessment: The assessment will allow staff to provide resources to underserved communities which experience food insecurity, and to potential partners who can support food waste prevention efforts in assessing the appropriate level and type of service / strategy to pursue in different settings.
- Food Pantry Directory: A web-embedded mapping tool will be developed that will allow residents to locate food pantries near them. A list of food recovery organizations will be developed and maintained. The map will provide basic information of each site, including links to its website, the location and hours, and any requirements.
- Online Match Application: An online application will use matching logic technology to connect businesses which have a food surplus with organizations that recover and distribute food to those in need.

Staff will collaborate with ChowMatch and the Riverside County Health Department to identify potential food generators and extrapolate an estimation of the greenhouse gas emissions reductions the project will result in.

The grant award allows for a maximum of $300,000 per applicant. WRCOG will apply for the full award range, allowing all expenditures associated with food waste prevention to be covered by the grant.

Prior Action:

None.

Fiscal Impact:

This item is for informational purposes only; therefore, there is no fiscal impact.

Attachment:

None.

Western Riverside Council of Governments
Solid Waste Committee

Staff Report

Subject: **Recyclist Program Tracker**

Contact: **Linnea Whitney, Business Development Manager, Recyclist, linnea@recyclist.co, (530) 413-8431**

Date: **November 18, 2020**

The purpose of this item is to *provide information on program tracking for solid waste and recycling management.*

Requested Action:

1. Receive and file.

This item is reserved for a presentation on the cloud-based solutions for solid waste and recycling management. Recyclist is a program tracker designed to help manage municipal waste data (without spreadsheets) and track compliance and outreach for commercial businesses and multi-family complexes.

Prior Action:

None.

Fiscal Impact:

This item is for informational purposes only; therefore, there is no fiscal impact.

Attachment:

1. Recyclist Program Tracker Informational Brochure.

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Item 6.C
Recyclist Program Tracker

Attachment 1
Recyclist Program Tracker Informational Brochure

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RECYCLIST

Program Tracker

Stop Drowning in Spreadsheets and Paperwork

Move your program forward faster with our cloud-based system.
We'll keep your information in sync and your team on task.

Get a Grip on Service Data

Waste Stream Insight

We input your service data and make it accessible and useful. Our system makes data easy to understand so you can get all the insight you need into commercial and multi-family waste streams.

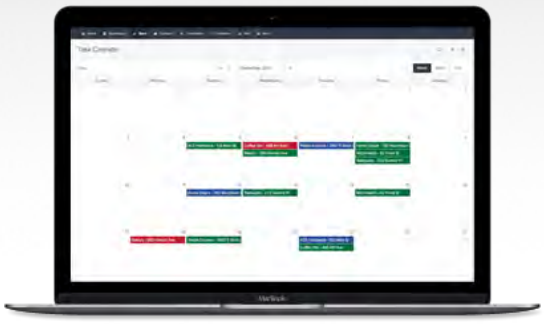
One Database to Rule Them All

All commercial and multi-family accounts are conveniently stored in one place, so you can quickly find contacts, addresses, service information and outreach history.

Ongoing Data Updates

Our service includes quarterly data imports that give you visibility into service changes, including new accounts, closed accounts and changes in service levels.

Coordinate a Multi-Agency, Multi-Person Outreach Team



Cloud-Based Data Syncing

Whether you're with the city, the hauler or a consultancy, at the office or in the field, the data you enter is visible in real-time to everyone involved in an outreach effort.

Task Scheduling

No more forgotten or overlapping tasks. Coordinate and delegate all your team's activities — site visits, phone calls, even distributing bins and flyers — using our task calendar.

Education & Outreach

Manage all your communications and activities in one place — you can even send bulk emails through our interface.

Take Your Data With You

Service Estimates
Generate right-sizing estimates based on your local rates. Add photos from your mobile device, type in notes, and send a PDF branded with your city or company, all right on the spot.

Mobile App for Field Visits
For in-person audits or assessments, grab a tablet, take photos and enter data straight into the system. Eliminate the need for time-consuming photo transfers and data entry back at the office.

Visualize Your Data

Dashboard
Gives you an at-a-glance view of what's happening in your program right now, so you can assess your progress and plan your next move.

Generate Charts & Reports
Automatic, up-to-date charts and graphs allow you to see the big picture and track outcomes over time.

Mapping
Interactive waste-generation-based maps allow you to see where non-compliant generators are clustered and to plan targeted and efficient outreach.

Meet California's Mandates

AB 1826 & AB 341 Compliance
Easily identify which generators you need to be monitoring for local ordinances and state regulations, and track their compliance statuses.

EAR-Ready Stats & Reports
With all your data and communications stored in one place, you'll have key information for your CalRecycle Electronic Annual Report right at your fingertips.

Future Proof for SB 1383

Get ahead of forthcoming regulatory requirements, including:

- Identifying Tier 1 & Tier 2 commercial edible food generators
- Maintaining a detailed list of food recovery organizations and services
- Tracking edible food recovery
- Logging education and outreach
- Performing one-click compliance reviews
- Recording waiver eligbility and issuing waivers
- Conducting mandatory annual inspections
- Logging complaints, issuing notices of violation, imposing penalties
- Monitoring contamination via route reviews and waste composition studies
- Keeping centralized records that are always accessible and up-to-date

RECYCLIST

Customized and Personalized for Today — and Tomorrow

Customization

Everyone's program and workflow is different — we customize our software to meet the specific needs of your program.

Personalized Training

We provide a customized tutorial for your staff, and we give you the information you need to utilize the full capacity of the tool.

New Features

Your annual subscription includes access to any new features we develop. Some of our best improvements begin as customer requests, so we're all ears.

In the Words of Our Customers

Recyclist has enabled us to track our progress in a way no other system I've ever worked with has. I highly recommend the Program Tracker for tracking outreach, implementation, compliance and for reporting purposes.

It's been a life-saver! Recyclist gives me all the data I need (and then some) at the click of a button.

I would highly recommend the Program Tracker. With our large team of recycling coordinators out in the field, this tool has helped us not only track our outreach efforts efficiently and uniformly, but has also helped keep us organized. The data that Recyclist tracks makes our reporting tasks much easier, and the Recyclist team has been very flexible with changing or adding functions on the tool to fit our specific needs.

I just want to pass on to the entire Recyclist team how pleased we are with the responsiveness you have shown. While it should be the norm in client vendor relations, it is not. You always make us feel like we are your only customer. I continue to tell my industry colleagues what a valuable service you provide. Thank you so much for making our work lives so much more efficient!

In Use Across California

Cities & Towns

Alameda
Banning
Burbank
Clovis
Concord
Culver City
Cupertino
Daly City
Half Moon Bay
Napa
Oceanside
Pittsburg
San Ramon
Santa Clara
Sunnyvale
Thousand Oaks
Truckee
Union City
Vacaville
Windsor

Counties & Special Districts

Contra Costa
Marin
Oro Loma
Placer
Riverside
Sacramento
Salinas Valley
Santa Cruz
Sonoma

Recyclist holds Disadvantaged Business Enterprise (DBE) and Small Business (SB) certifications from the State of California.

Western Riverside Council of Governments
Solid Waste Committee

Staff Report

Subject: **Used Oil and Oil Filter Recycling Program Activities Update**

Contact: **Kyle Rodriguez, Senior Analyst, krodriguez@wrcog.us, (951) 405-6721**

Date: **November 18, 2020**

The purpose of this item is to *provide an update on applications for Oil Payment Program 11, Program events & community outreach activities, and EcoHero Virtual Shows.*

Requested Action:

1. Receive and file.

WRCOG's Used Oil and Oil Filter Recycling Program is designed to promote the proper recycling and disposal of used oil, oil filters, and Household Hazardous Waste (HHW).

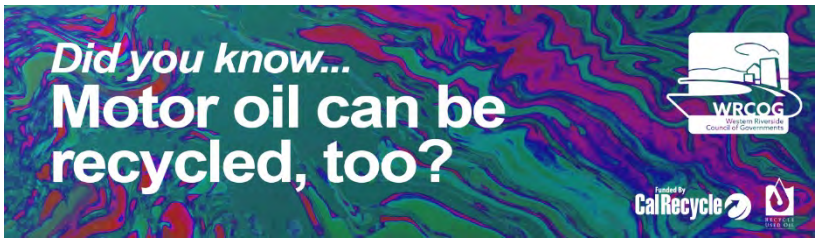
Used Oil and Filter Voucher Exchange Program

WRCOG has developed a new process to engage the public on motor oil recycling with safety and health in mind. Using social media for an ad campaign will educate the public on how to properly recycle their used oil and oil filters, and provide information on how to receive free oil filters in the process.

Members of the public can participate via Facebook by clicking an advertisement which will open an online survey to submit and receive a virtual voucher. The voucher will provide event details and must be presented to the auto store staff at the event. WRCOG staff is communicating with the auto part stores to confirm safety measures and procedures before the first event is held. WRCOG is looking to host the first event by mid-November to December.

Digital Billboard Advertising Update

Due to the health concerns related to COVID-19, WRCOG will continue to postpone all of its in-person oil and outreach events throughout the subregion. Staff is utilizing other outlets to encourage proper disposal of used oil, oil filters, and HHW. WRCOG continues to provide public messages using digital billboard advertising such as 'motor oil can be recycled, too' messages. The digital billboard ads went live on August 24, 2020, and will run until February 1, 2021, along the I-215 freeway in the City of Perris. Additionally, on September 1, 2020, the same billboard message began to run on the I-15 between the 60 and 91 freeways in the City of Eastvale. Beginning November, the Cities of Riverside and Wildomar will display the billboard until June 2021.



EcoHero Shows

WRCOG is offering the EcoHero show to member jurisdiction's school partners. EcoHero is a helpful resource that introduces environmental topics such as used oil recycling and HHW, through songs, dance, and music videos, while explaining to students how they can make an impact at home and school. During stay-at-home orders related to COVID-19, EcoHero introduced virtual live-streamed shows.

EcoHero shows have adjusted to virtual education during the pandemic to allow programs to continue during the stay at home orders. Riverside County School Districts started the new school year with home-based, virtual, and in-person models beginning August 10, 2020. EcoHero provides school partners with the option of in-person or virtual streamed shows. Staff will continue to utilize virtual education and outreach in the subregion; however, a member jurisdiction may request an in-person show. WRCOG has enlisted EcoHero to conduct 30 additional virtual streaming shows throughout the remainder of the school year across the subregion and staff will provide an updated calendar to member jurisdictions once it becomes available. As the shows begin to be scheduled, EcoHero will begin with the below cities / school districts and continue working their way around the subregion. Following are the dates of upcoming November livestream shows for Western Riverside County:

Date: Friday, November 6, 2020
Show Times: 9:00 am
School: Valley View Elementary
How will students be watching the show?: At-Home
School Address: 11750 Gramercy Place Riverside, CA 92505-3128
Link To Virtual Show: Valley View Elementary
Webinar Email: contact@mreco.org

Date: Tuesday, November 17, 2020
Show Times: 1:00pm
School: Murrieta Canyon Academy
How will students be watching the show?: At-Home
School Address: 24150 Hayes Avenue, Murrieta, CA 92563-9461
Link To Virtual Show: Murrieta Canyon Academy
Webinar Email: contact@mreco.org

Date: Thursday, November 19, 2020
Show Times: 1:00 pm
School: Sierra Vista Elementary
How will students be watching the show?: At-Home
School Address: 20300 Sherman Road Perris, CA 92571-7522
Link To Virtual Show: Sierra Vista Elementary
Webinar Email: contact@mreco.org

Date: Monday, November 30, 2020
Show Times: 2:00 pm
School: San Jacinto Elementary
How will students be watching the show?: At-Home
School Address: 136 North Ramona Boulevard San Jacinto, CA 92583-3325
Link To Virtual Show: San Jacinto Elementary
Webinar Email: contact@mreco.org

Prior Action:

August 19, 2020: The Solid Waste Committee received and filed.

Fiscal Impact:

This item is for informational purposes only; therefore, there is no fiscal impact.

Attachment:

None.

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Western Riverside Council of Governments
Solid Waste Committee

Staff Report

Subject: **Shark Glass Recycling Presentation**

Contact: **Rob Crivello, Shark Solutions, rob.crivello@shark-solutions.com, (562) 598-5643**

Date: **November 18, 2020**

The purpose of this item is to *provide information on the application of recycled windshields and the innovative possibilities.*

Requested Action:

1. Receive and file.

This item is reserved for a presentation from Shark Solutions on the transformation of damaged, laminated glass, a former waste stream, into advanced sustainable materials that make industrial products more environmentally friendly, sustainable, and consumer friendly.

Prior Action:

None.

Fiscal Impact:

This item is for informational purposes only; therefore, there is no fiscal impact.

Attachment:

1. Shark Glass Recycling PowerPoint Presentation.

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Item 6.E

Shark Glass Recycling Presentation

Attachment 1

Shark Glass Recycling PowerPoint Presentation

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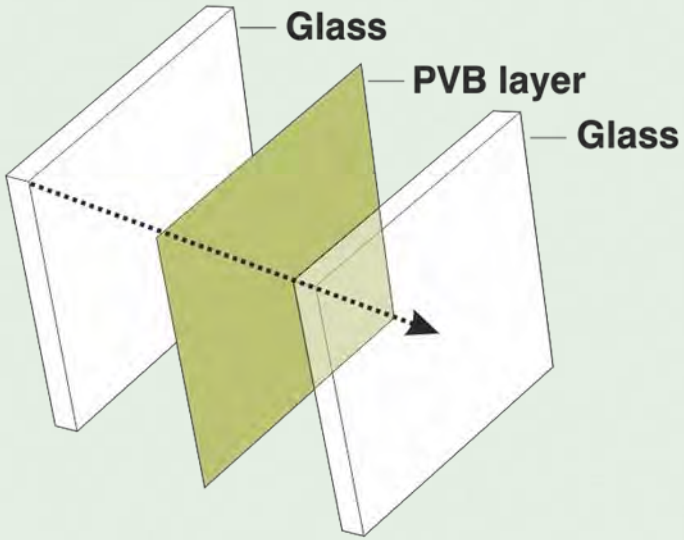
SHARK GLASS RECYCLING

www.shark-solutions.com

nolandfill@shark-solutions.com

Overview 2020

Laminated Glass Construction



Windshields & Architectural Glass

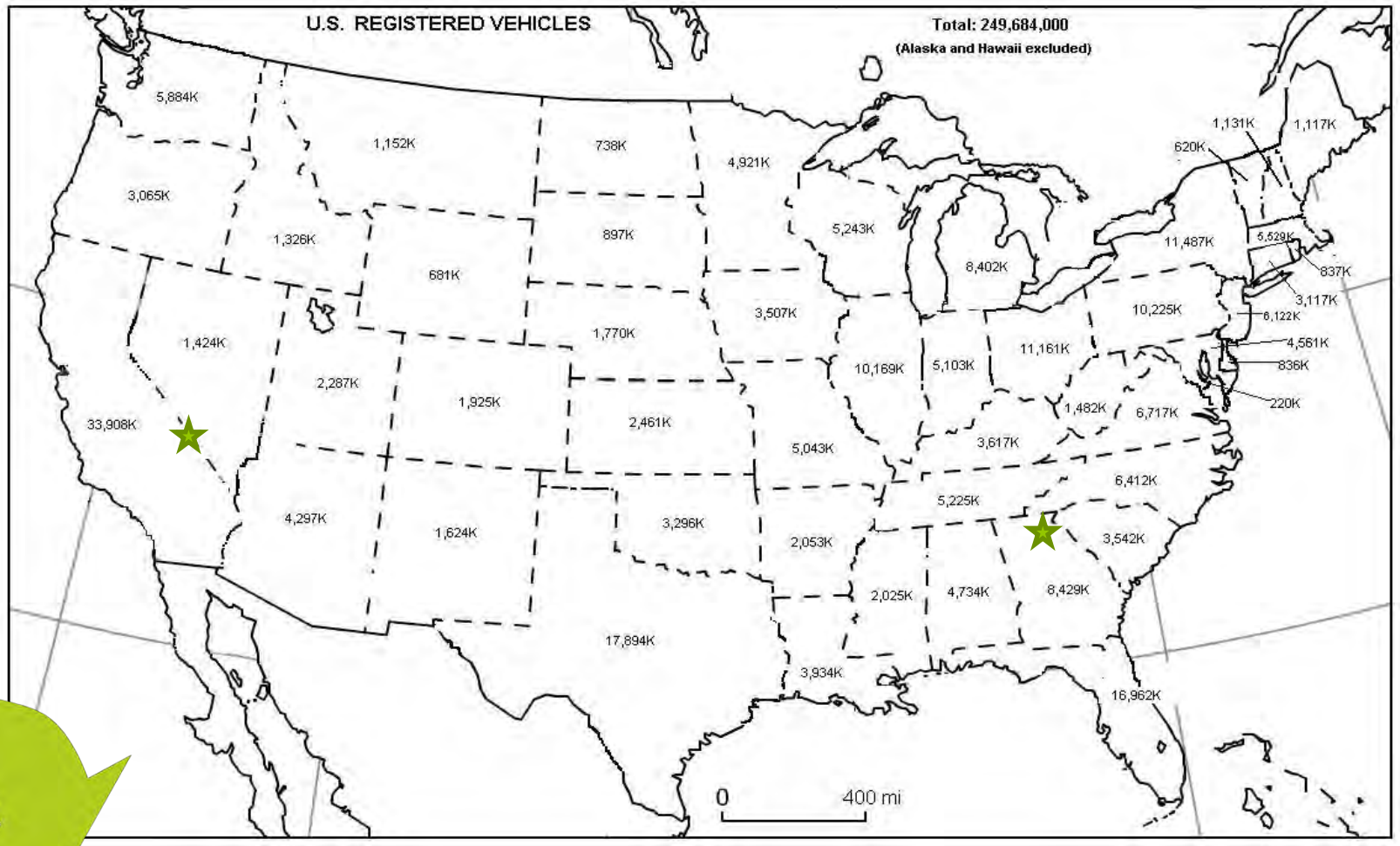
The PVB interlay makes Laminated Glass very difficult to recycle in an industrial scale.

SHARK® SOLUTIONS

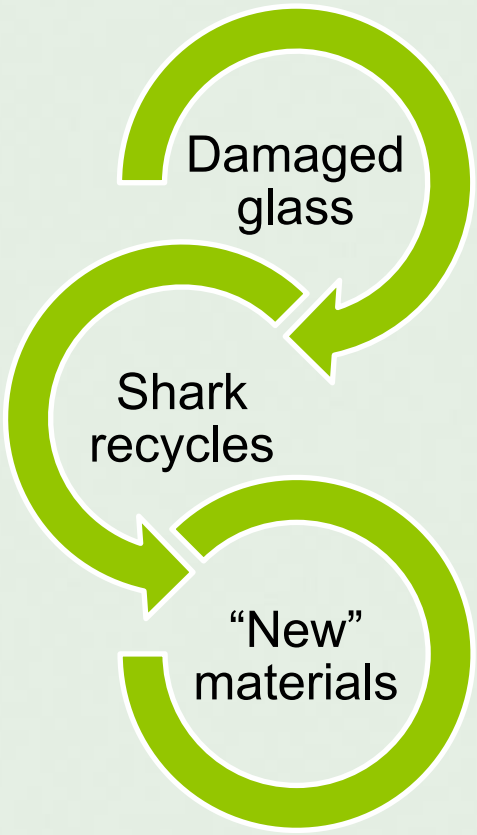
250 million registered vehicles in USA and many buildings being renovated - all with laminated glass

Historically, the majority of damaged windshields & architectural glass end up in landfills.

Shark Glass Recycling Plants

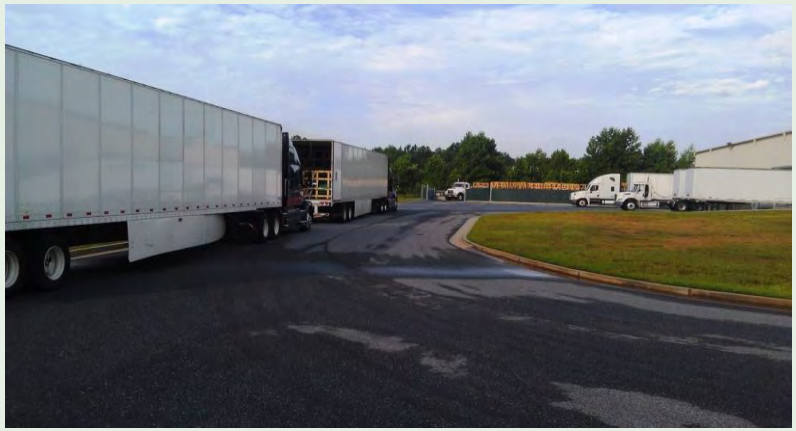


Approximately 5% of vehicles have damaged windshields each year.



Shark transforms laminated glass waste into useable materials for new products

SHARK SOLUTIONS



Shark Glass Recycling operates
Shark patented glass separation technology.

Damaged glass is made into “glass cullet” and separated from PVB fractions

Fiberglass Insulation

Shark recycled glass cullet reduces Greenhouse Gas emissions during fiberglass production.

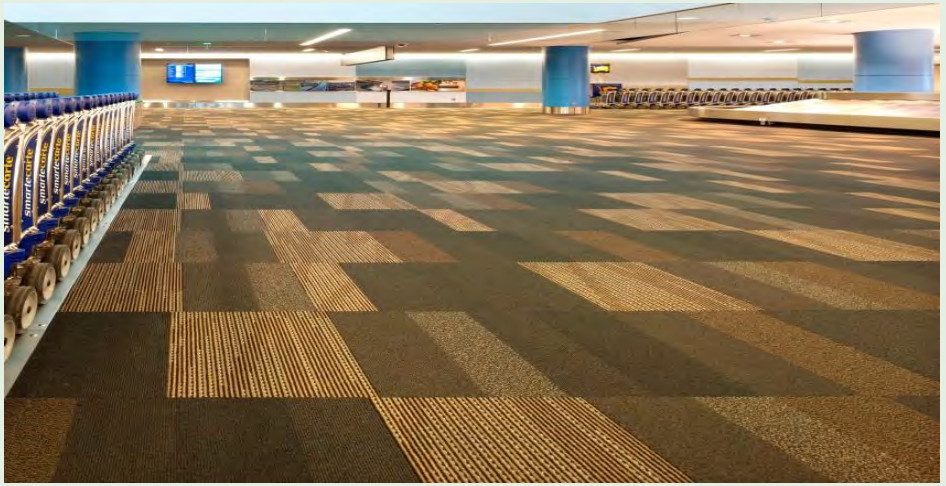
PVB Pellets and Flake for Compound

Liquid PVB Dispersion

Floormats

Absorb Sounds

Peelable Coating



Recyclable Commercial Carpet

PVB goes into new products from manufacturers
(PVB processed by other Shark Solutions companies)

Shark has recycled windshields or building glass from leading companies, including:

Safelite AutoGlass

TOYOTA
Let's Go Places

Mercedes-Benz

VIRACON

BMW

Customer videos on benefits of working with Shark Solutions

Safelite AutoGlass https://youtu.be/oIYmqRmQUBw
Interface Carpet https://youtu.be/ZG0Sqgfc7xA

Involvement of Leading Companies

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