****

CalRecycle

SB 1383 Implementation Tools

Model Franchise Agreement

EXHIBITS ONLY

**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.

Exhibits A through D:
Guidance

**Guidance**: Exhibit A addresses Single-Family Services, and includes five sections. Exhibits A.1 to A.3 describe options for the implementation of a three-, two-, or one-Container Collection system for Single-Family Customers. Jurisdictions shall pick only one of these Exhibits A.1 to A.3. Exhibit A.4 describes the implementation of an uncontainerized Collection system for Yard Trimmings, and should only be included if the Jurisdiction relies on this type of Collection program. Exhibit A.5 describes Supplemental Single-Family programs that are not required under SB 1383 Regulations

**Performance-Based Compliance Approach**: If the Jurisdiction chooses to comply with SB 1383 Regulatory requirements using the Performance-Based Compliance Approach pursuant to 14 CCR, Division 7, Chapter 12, Article 17, Jurisdiction must provide a three-Container Collection system to all Single-Family, Multi-Family, and Commercial Customers. As a result, these Jurisdictions must use Exhibits A.1 and B.1.

**Container Options:** Jurisdictions may allow for the use of Split Containers, Dual-Stream Recycling, paper garden bags, plastic bags, or additional Containers for sorting of Discarded Materials beyond the material separation required in Exhibits A.1 to A.3 (e.g., Split Containers for separating Non-Organic Recyclables and SSBCOW; an additional Container for Food Waste; paper garden bags for Yard Trimmings; etc.). Some example options for Split-Containers and use of bags are noted in the Container Type and Acceptable Materials sections in Exhibits A.1 to A.3. Jurisdictions will need to adapt the Exhibits to fit Split Container or three-plus-Container systems.

**Plastic Bags**: SB 1383 Regulations (14 CCR Sections 18984.1 and 18984.2) specifically identify that plastic bags may be used for separation of Organic Waste in the Green Containers in three-Container and two-Container systems provided that the Jurisdiction receives annual written notice that the Facility can Process and remove plastic bags when it recovers Source Separated Organic Waste. SB 1383 Regulations do not prohibit use of plastic bags for separation of materials in Blue Containers and Gray Containers, nor does it require the annual written noticing of the Facility’s ability to handle plastic bags. Jurisdictions may, at their option, include requirements for use of plastic bags in Blue Container and Gray Container Collection programs. Example provisions have been provided in Exhibits A and B.

**Low-Population and High-Elevation Waivers:** Jurisdictions may apply for high-elevation waiver or a low-population waiver pursuant to 14 CCR Section 18984.12. For Jurisdictions granted a low-population waiver by CalRecycle, Jurisdictions are not required to implement some or all of the SB 1383 Regulatory requirements described in 14 CCR, Division 7, Chapter 12, Article 3 for Low-Population Areas, as defined in Section 6.8 of the Agreement. Notations in Exhibits A.1 to B.3 identify services not required for Low-Population Areas. If granted a High-Elevation Area waiver by CalRecycle, Jurisdictions are not required by SB 1383 regulations to Collect Food Scraps or Food-Soiled Paper in those areas, but must provide a Collection program for Yard Trimmings and all other Organic Waste, including SSBCOW. For Jurisdictions that are granted High-Elevation Area waivers, modification options are noted in the “Acceptable” and “Prohibited Materials” sections of Exhibits A.1 to B.3.

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.

**Exclusive and Non-Exclusive Agreements**: In many instances, the Exhibits reference the Contractor charging for service “at a Rate approved by the Jurisdiction” or “Jurisdiction-approved Rate”. This language is applicable for exclusive franchise agreements. If the Jurisdiction has a non-exclusive franchise agreement, these references can be revised to read: “at Rates agreed upon by Customers and Contractor”.

**Approved/Designated Transfer Facility**. If some or all Discarded Materials are delivered to an Approved/Designated Transfer Facility, the Jurisdiction shall amend references to Facilities in Exhibits A and B to include and describe Transporting Discarded Materials to the Approved/Designated Transfer Facility and then to the appropriated Approved/Designated Facility for Processing or Disposal.

**Services at No Additional Charge**. In numerous instances throughout Exhibits A through C, references are made to some services being provided “at no additional charge” to the Customer or Jurisdiction. Jurisdictions have different strategies associated with “extra” services (e.g., push/pull charges, provision of extra Blue and Green Containers, Jurisdiction services, etc.). For example, Jurisdictions may bundle the services into the standard Rate to provide the services at no additional charge to the Customer, or may charge Customers for extra services at Jurisdiction-approved Rates. As a result, Jurisdictions are advised to consider each instance carefully in consultation with their legal counsel and to customize the language to align with their objectives.

Introduction

The following Exhibits (A-D) describe the programs which, in aggregate, represent the Collection services to be performed under this Agreement by the Contractor.

Each of the following Exhibits (A-D) present the programs to be provided to each Customer Type by Contractor. Within each program description are specific requirements for the:

* Type and size of Containers or Service Level to be offered by Contractor under each program;
* Frequency of service to be offered by Contractor to Customers;
* Location of service, including an indication of whether or not additional charges may apply if a Customer selects a location that may be more costly to serve (e.g. back-yard service);
* Materials that are acceptable or prohibited within the program;
* Provision of additional services to the Customer if the standard Service Levels are inadequate, either on a regular or periodic basis, and an indication of whether or not additional charges may apply; and/or,
* Other requirements and considerations of the program.

Contractor shall provide the services for each program described in accordance with the specific program requirements detailed in Exhibits A through D, and Contractor shall promote such programs using the public education and outreach methods described in Section 6.3 of the Agreement.

Exhibit A:
Single-Family Services

**Guidance**: Exhibit A, which includes Exhibits A.1 through A.5, presents example language for various types of Collection systems for Single-Family Services. Refer to Guidance notes provided throughout Exhibits A.1 through A.5 for more specific details.

**Multiple Collection System Options**: Some Jurisdictions offer their Generators different types of Collection systems (e.g., offer both three- and two-Container systems in their Jurisdiction). In such case, the Jurisdiction will want to include more than one of the Collection exhibits provided in Exhibits A.1, A.2, and A.3. Additionally, this Exhibit aims to cover commonly used Collection systems, but is not comprehensive of all of the customization options or systems that a Jurisdiction might use. For example, if the Jurisdiction uses a three-plus-Container system with additional Source Separation of Discarded Materials, it should modify or add sections for the additional Discarded Material types. This Exhibit also presents examples of optional supplemental Single-Family services, as described in Exhibit A.5.

**Uncontainerized Yard Trimmings**: If Jurisdiction choose to provide Single-Family Customers with uncontainerized Yard Trimmings service, include the contract provisions presented in Exhibit A.4.

*{Page intentionally blank}*

Exhibit A.1 – Single-Family Three-Container System (Blue, Green, and Gray Containers)

Guidance: Exhibit A.1 describes the implementation of a three-Container Collection system in which Single-Family Customers are provided three Carts for the Collection of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste/Mixed Waste. In addition to the Collection system described below, Jurisdictions may choose to implement additional Source Separation, such as Collection of Source Separated Food Waste in Brown Containers. If the Jurisdiction is adding Source Separated Food Waste Collection, modify Section 2 of this Exhibit or add a new subsection for that purpose. Jurisdictions may also incorporate an uncontainerized system for the Collection of Yard Trimmings. Uncontainerized systems are described in Exhibit A.4 and may be utilized under three-, three-plus-, two-, or one-Container systems. This Exhibit A.1 uses “Cart” as the Collection Container type, as this is common for Single-Family Generators. However, if the Jurisdiction uses a different Container type for Single-Family Generators, it should modify this Section accordingly.

1. Source Separated Recyclable Materials Collection (Blue Container Collection)

Contractor shall Collect Source Separated Recyclable Materials placed in Contractor-provided Blue Carts (or otherwise placed in accordance with this Section) one (1) time per week from Single-Family Customers, excluding Customers in Low-Population Areas, and shall Transport all Source Separated Recyclable Materials to the Approved/Designated Source Separated Recyclable Materials Processing Facility for Processing. Guidance: A Jurisdiction may opt to provide Source Separated Recyclable Materials Collection in the Low-Population Areas, but it is not required to do so by SB 1383 Regulations (14 CCR Section 18984.12), subject to the conditions of the waiver granted by CalRecycle. If it is offered, amend the first sentence to remove the exclusion.

**Containers:** Carts

**Container Sizes:** 35-gallon, 64-gallon, and 96-gallon Blue Carts (or comparable sizes approved by the Jurisdiction) as requested by Customer

 Standard Container is a 64-gallon Cart, unless Customer requests an alternative size.

 Contractor shall provide Single-Family Customers with one (1) Blue Container.

**Container Type:** Single compartment or dual compartment

**Service Frequency:** One (1) time per week on the same day as SSGCOW and Gray Container Waste Collection services.

For Customers that receive Collection frequency waivers pursuant to Section 6.7.A.4 of the Agreement, Collection shall be provided one (1) time every two (2) weeks on the same day as SSGCOW and Gray Container Waste Collection services.

Guidance: 14 CCR 18984.11(a)(3) allows for, but does not require, that Jurisdictions offer Collection frequency waivers to Customers. If a Jurisdiction does not offer this waiver, the sentence above is to be deleted.

**Service Location:** Curbside

**Acceptable Materials:** Source Separated Recyclable Materials or Dual-Stream Source Separated Recyclable Materials (using a Split-Container for separating Non-Organic Recyclables from SSBCOW)

Guidance: A Jurisdiction may allow plastic bags to be Collected in the Blue Container; and, SB 1383 Regulations do not place any requirements or limitations on the use of plastic bags in Blue Container Collection. Jurisdictions that allow plastic bags to be Collected in the Blue Container are not required by SB 1383 Regulations to obtain notice from the Approved/Designated Source Separated Recyclable Materials Processing Facility(ies) indicating that the Facility can Process and/or remove plastic bags when Processing Source Separated Recyclable Materials.

**Prohibited Materials:** Materials designated for the Gray Container, materials designated as acceptable SSGCOW, Excluded Waste

**Additional Service:**

Extra Containers (Optional):

 Option 1 (Some additional Container(s) provided at no additional charge): Single-Family Customers may request one (1) additional Blue Container at no additional charge to Customer. Contractor shall provide additional Blue Containers to Single-Family Customers upon request and shall charge the appropriate Rate approved by the Jurisdiction.

 Option 2 (All additional Containers provided at charge): Single-Family Customers may request additional Blue Container(s) and the Contractor shall charge the appropriate Rate approved by the Jurisdiction per Container.

 Guidance: The Jurisdiction may wish to include restrictions on the amount of additional Containers that may be requested by Customers that have a history of recent and/or with frequent contamination.

 Excess Cardboard and Source Separated Recyclable Materials Collection (Optional): Contractor shall allow Single-Family Customers to place up to \_\_\_ bundles/unlimited flattened cardboard (pieces no larger than 2 feet x 3 feet), and additional volumes of Source Separated Recyclable Materials contained in paper bags, plastic bags, or cardboard boxes adjacent to the Blue Container on their regularly-scheduled Collection day at no additional charge to the Customer or at Jurisdiction-approved Rate.

**Other Requirements:** Batteries (Optional)**:** Contractor shall accept household batteries in the Source Separated Recyclable Materials program, provided that those batteries have been separately packaged in a sealed, clear plastic bag placed on top of the Blue Container.

Contamination (Optional): Contractor may refuse to Collect a Blue Container that contains Prohibited Container Contaminants if Contractor complies with the contamination noticing process described in Section 6.2.1.C.5 of the Agreement. For Customers with repeated incidents of contamination, Contractor may assess a contamination Processing fee in accordance with Section 6.2.1.C.4 of this Agreement. Guidance: Note that this section presents Contractor assessment of a “contamination Processing fee,” which is not required by the SB 1383 Regulations. The optional contamination Processing fee, if including, is intended to support additional Processing needed for contaminated materials. Notwithstanding the Jurisdiction enforcement requirements in SB 1383 Regulations (14 CCR Section 18995.1), 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. SB 1383 Regulations (14 CCR Section 18981.2(d)) also state that “nothing in this chapter [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.” If a Jurisdiction chooses not to assess contamination Processing fees or chooses to assess contamination penalties, this above subsection will need to be revised.

Plastic bags (Optional): Non-Organic Recyclables shall/may be separated from SSBCOW in Blue Containers through the use of plastic bags. Contractor shall allow/require Single-Family Customers to place the Non-Organic Recyclables or SSBCOW in plastic bags and then place the bagged materials in their Blue Container for Collection. Contractor shall provide educational information to Customers on the types and color of plastic bags that are acceptable for the Blue Containers. Guidance: This plastic bag provision is provided to address cases in which jurisdictions want to have Non-Organic Recyclables (glass, metal, plastic, etc.) separated from Paper Products. If the Jurisdiction’s Collection program requires the use of standardized bags (e.g., bags purchased through the Contractor, Jurisdiction, and/or retail suppliers), modify this section to include that specification.

2. SSGCOW Collection (Green Container Collection)

Contractor shall Collect SSGCOW placed in Contractor-provided Green Carts (or otherwise placed in accordance with this Section) one (1) time per week from Single-Family Customers, excluding Customers in Low-Population Areas, and Transport all SSGCOW to the Approved/Designated Organic Waste Processing Facility for Processing. Guidance: A Jurisdiction may opt to provide SSGCOW Collection in the Low-Population Areas, but it is not required to do so by SB 1383 Regulations (14 CCR Section 18984.12), subject to the conditions of the waiver granted by CalRecycle. If it is offered, amend the first sentence to remove the exclusion. This Section anticipates Collection of SSGCOW comingled in a Green Container or in a compartment of a Split-Container. If the Jurisdiction utilizes separate Brown Containers for Collection of Source Separated Food Waste, modify this subsection or add an additional subsection for Food Waste Collection (Brown Container Collection).

**Containers:** Carts

**Container Sizes:** 35-, 64-, or 96-gallon Green Carts (or comparable sizes approved by the Jurisdiction) as requested by Customer

Standard Container is a 64-gallon Cart, unless Customer requests an alternative size.

 Contractor shall provide Single-Family Customers with one (1) Green Container.

**Container Type:** Single compartment or dual compartment

**Service Frequency:** One (1) time per week on the same day as Source Separated Recyclable Materials and Gray Container Waste Collection service.

**Service Location:** Curbside

**Acceptable Materials:** SSGCOW (including Yard Trimmings and Food Waste) or Dual-Stream SSGCOW (using a Split-Container for separating Yard Trimmings from Food Waste)

 Guidance: for High-Elevation Areas: Reword to read “Acceptable Materials: Yard Trimmings”

**Prohibited Materials:** Materials designated as acceptable Source Separated Recyclable Materials, materials designated for the Gray Container, Excluded Waste

Guidance for High-Elevation Areas: add “Food Waste” to above list of Prohibited Materials

**Additional Service:**

 Extra Containers (Optional):

 Option 1 (Some additional Container(s) provided at no additional charge): Single-Family Customers may request one (1) additional Green Container at no additional charge. Contractor shall provide additional Green Containers to Single-Family Customers upon request and shall charge the appropriate Rate approved by the Jurisdiction.

 Option 2 (All additional Containers provided at charge): Single-Family Customers may request additional Green Container(s) and the Contractor shall charge the appropriate Rate approved by the Jurisdiction per Container.

 Guidance: The Jurisdiction may wish to include restrictions on the amount of additional Containers that may be requested by Customers that have a history of recent and/or with frequent contamination.

 Overage program (Optional): Single-Family Customers may purchase Extra Service Tags for additional Yard Trimming Materials. Yard Trimmings must be placed in a Customer-provided bag or Jurisdiction-approved bag, with the Extra Service Tag affixed and clearly visible, and placed next to their Green Container for Collection. Contractor shall Collect all properly placed bags labeled with Extra Service Tags, and Customers shall not be required to schedule such extra service in advance.

 Contractor shall make Extra Service Tags readily available to Single-Family Customers through the mail, at Contractor’s office at {insert Contractor’s office address}, and/or at Jurisdiction offices and charge the appropriate Rate approved by the Jurisdiction for each tag. The Contractor shall maintain a sufficient inventory of Extra Service Tags to accommodate additional Yard Trimmings.

Guidance: If Jurisdiction’s Collection program requires the use of standardized bags (e.g., bags purchased through the Contractor, Jurisdiction, and/or retail suppliers), modify this section to include that specification.

**Other Requirements:** Kitchen pails (Optional)**:** Contractor shall provide to all Single-Family Customers kitchen pails designed to contain Food Waste prior to placement in the Customer’s Green Container. Contractor shall submit kitchen pail specifications and plan for distribution to Customers to the Jurisdiction for review and approval prior to ordering and distribution of the kitchen pails. Kitchen pails shall comply with the recycled-content standards of Section 7.9 of this Agreement.

Size requirements (Optional): SSGCOW placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart.

Plastic bags (Optional): Contractor shall allow/require Single-Family Customers to place SSGCOW in plastic bags and then place the bagged SSGCOW into their Green Containers for Collection. Contractor shall demonstrate that use of plastic bags is allowable pursuant to Section 5.6 of the Agreement. The Collection of SSGCOW placed in plastic bags shall not interfere with contamination monitoring requirements described in Section 6.2 of the Agreement.

Guidance: If Jurisdiction’s Collection program requires the use of standardized bags (e.g., bags purchased through the Contractor, Jurisdiction, and/or retail suppliers), modify this section to include that specification.

Compostable Plastics and Compostable Plastic bags (Optional):

Contractor shall allow Single-Family Customers to place Compostable Plastics in the Green Containers, including allowing/requiring Single-Family Customers to place SSGCOW in Compostable Plastic bags and place the bagged SSGCOW into their Green Containers for Collection. Contractor shall demonstrate that Collection of Compostable Plastics, including the use of Compostable Plastic bags, is allowable pursuant to Section 5.2.C of the Agreement. The Collection of Compostable Plastics and SSGCOW placed in Compostable Plastic bags shall not interfere with contamination monitoring requirements described in Section 6.2 of the Agreement.

Contamination (Optional): Contractor may refuse to Collect a Green Container that contains Prohibited Container Contaminants if Contractor complies with the contamination noticing process described in Section 6.2.1.C.5 of the Agreement. For Customers with repeated incidents of contamination, Contractor may assess a contamination Processing fee in accordance with Section 6.2.1.C.4 of the Agreement. Guidance: Note that this section presents Contractor assessment of a “contamination Processing fee,” which is not required by the SB 1383 Regulations. The optional contamination Processing fee, if including, is intended to support additional Processing needed for contaminated materials. Notwithstanding the Jurisdiction enforcement requirements in SB 1383 Regulations (14 CCR Section 18995.1), 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. SB 1383 Regulations (14 CCR Section 18981.2(d)) also state that “nothing in this chapter [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.” If a Jurisdiction chooses not to assess contamination Processing fees or chooses to assess contamination penalties, this above subsection will need to be revised.

3. Gray Container Waste/Mixed Waste Collection (Gray Container Collection)

Guidance: For Jurisdictions that do not allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use “Gray Container Waste” in the section title and in other sections below where Gray Container Waste/Mixed Waste are highlighted. For Jurisdictions that do allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use “Mixed Waste” in the section title and in other sections below where Gray Container Waste/Mixed Waste are highlighted. Contractor shall Collect Gray Container Waste/Mixed Waste placed in Contractor-provided Gray Carts one (1) time per week from Single-Family Customers and Transport all Gray Container Waste/Mixed Waste to the Approved/Designated Disposal Facility for Disposal/Approved/Designated High Diversion Organic Waste Processing Facility for Processing. Guidance: When using Gray Container Waste, delete “Approved/Designated High Diversion Organic Waste Processing Facility for Processing”; and when using Mixed Waste, delete “Approved/Designated Disposal Facility for Disposal”.

**Containers:** Carts

**Container Sizes:** 35-, 64-, and 96-gallons Gray Carts (or comparable sizes approved by the Jurisdiction) as requested by Customer

Standard Container is a 64-gallon Cart, unless Customer requests an alternative size.

 Contractor shall provide Single-Family Customers with one (1) Gray Container.

**Container Type:** Single compartment

**Service Frequency:** One (1) time per week on the same day as Source Separated Recyclable Materials and SSGCOW collection service.

For Customers that receive Collection frequency waivers pursuant to Section 6.7.A.4 of the Agreement, Collection shall be provided one (1) time every two (2) weeks on the same day as SSGCOW and Source Separated Recyclable Materials Collection services.

Guidance: 14 CCR 18984.11(a)(3) allows for, but does not require, that Jurisdictions offer Collection frequency waivers to Customers. If a Jurisdiction does not offer this waiver, the sentence above is to be deleted.

**Service Location:** Curbside

**Acceptable Materials:** Gray Container Waste/Mixed Waste

**Prohibited Materials:** Materials designated as acceptable Source Separated Recyclable Materials, materials designated for acceptable SSGCOW, Excluded Waste

Guidance forHigh-Elevation Areas: Replace “materials designated as acceptable SSGCOW” with “Yard Trimmings.”

**Additional Service:**

 Extra Containers (Optional): Contractor shall provide additional Gray Containers to Single-Family Customers upon request and shall charge the appropriate Rate approved by the Jurisdiction.

 Overage program (Optional): Single-Family Customers may purchase Extra Service Tags for additional Gray Container Waste/Mixed Waste. Gray Container Waste/Mixed Waste must be placed in a Customer-provided bag or Jurisdiction-approved bag, with the Extra Service Tag affixed and clearly visible, and placed next to their Gray Container for Collection. Contractor shall Collect all properly placed bags labeled with Extra Service Tags, and Customers shall not be required to schedule such extra service in advance.

 Contractor shall make Extra Service Tags readily available to Single-Family Customers through the mail, at Contractor’s office at {insert Contractor’s office address}, and/or at Jurisdiction offices. The Contractor shall maintain a sufficient inventory of Extra Service Tags to accommodate additional Gray Container Waste/Mixed Waste.

Guidance: Note that SB 1383 Regulations do not place any requirements or limitations on the use of plastic bags in Gray Containers. If Jurisdiction’s Collection program requires the use of standardized bags (e.g., bags purchased through the Contractor, Jurisdiction, and/or retail suppliers), modify this Section to include that specification.

**Other Requirements:** None

Exhibit A.2 – Single-Family Two-Container System (Green and Gray Containers)

Guidance: Two versions of Exhibit A.2 are provided with different two-Container systems. This first scenario presents a two-Cart system in which one Container (Green Container) is designated for Collection of SSGCOW and the second Container (Gray Container) is designated for the Collection of Mixed Waste. In addition to the Collection system described below, Jurisdictions may also incorporate an uncontainerized system for the Collection of Yard Trimmings. Uncontainerized systems, including loose-in-the-street Collection and bag-based programs, are described in Exhibit A.4 and may be utilized under a three-, three-plus-, two-, or one-Container system. This Exhibit A.2 uses “Cart” as the Collection Container type, as this is most common for Single-Family Generators. However, if the Jurisdiction uses a different Container type for Single-Family Generators, it should modify this Section accordingly.

1. SSGCOW Collection (Green Container Collection)

Contractor shall Collect SSGCOW placed in Contractor-provided Green Carts (or otherwise placed in accordance with this Section) one (1) time per week from Single-Family Customers, excluding Customers in Low-Population Areas, and Transport all SSGCOW to the Approved/Designated Organic Waste Processing Facility for Processing. For Low-Population Areas, Contractor shall not be required to Collect and Transport SSGCOW, upon approval from the Jurisdiction. For High-Elevation Areas, Contractor is not required to Collect and Process Food Waste from Customers. Guidance: A Jurisdiction that qualifies for a low-population waiver may be exempt from some or all of the SB 1383 Regulatory requirements of 14 CCR Division 7, Chapter 12, Article 3 for some or all of its Generators. The text in this subsection assumes that the Jurisdiction is exempt from SSGCOW Collection service in the Low-Population Areas. If the Jurisdiction is only exempt from certain service requirements under the waiver granted by CalRecycle, that should be specified here. A Jurisdiction that qualifies for a high-elevation waiver may, but is not required to, have Contractor Collect and Process Food Waste.

**Containers:** Carts

**Container Sizes:** 35-gallon, 64-gallon, or 96-gallon Carts (or comparable sizes approved by the Jurisdiction).

Standard Container is a 64-gallon Cart, unless Customer requests an alternative size.

 Contractor shall provide Single-Family Customers with one (1) Green Container.

**Container Type:** Single compartment or dual compartment.

**Service Frequency:** One (1) time per week on the same day as Mixed Waste Collection service.

**Service Location:** Curbside

**Acceptable Materials:** SSGCOW (including Yard Trimmings and Food Waste) or Dual-Stream SSGCOW (with Split-Containers for separating Yard Trimmings from Food Waste)

Guidance for High-Elevation Areas: Reword above to read “Acceptable Materials: Yard Trimmings only”

**Prohibited Materials:** Materials not designated as acceptable SSGCOW, Excluded Waste

Guidance for High-Elevation Areas: Add “Food Waste” to above “Prohibited Materials”

**Additional Service:**

Extra Containers (Optional)**:**

 Option 1 (Some additional Container(s) provided at no additional charge): Single-Family Customers may request one (1) additional Green Container at no additional charge to Customer or at Jurisdiction-approved Rate. Contractor shall provide additional Green Containers to Single-Family Customers upon request and shall charge the appropriate Rate approved by the Jurisdiction.

 Option 2 (All additional Containers provided at charge): Single-Family Customers may request additional Green Container(s) and the Contractor shall charge the appropriate Rate approved by the Jurisdiction per Container.

 Guidance: The Jurisdiction may wish to include restrictions on the amount of additional Containers that may be requested by Customers with frequent contamination.

 Overage program (Optional): Single-Family Customers may purchase Extra Service Tags for additional Yard Trimmings. Yard Trimmings must be placed in a Customer-provided bag or Jurisdiction-approved bag, with the Extra Service Tag affixed and clearly visible, and placed next to their Green Container for Collection. Contractor shall Collect all properly placed bags labeled with Extra Service Tags, and Customers shall not be required to schedule such extra service in advance.

 Contractor shall make Extra Service Tags readily available to Single-Family Customers through the mail, at Contractor’s office at {insert Contractor’s office address}, and/or at Jurisdiction offices. The Contractor shall maintain a sufficient inventory of Extra Service Tags to accommodate additional Yard Trimmings.

**Other Requirements:** Kitchen pails (Optional):Contractor shall provide to all Single-Family Customers kitchen pails designed to contain Food Waste prior to placement in the Customer’s Green Container. Contractor shall submit kitchen pail specifications and plan for distribution to Customers to the Jurisdiction for review and approval prior to ordering and distribution of the kitchen pails. Kitchen pails shall comply with the recycled-content standards of Section 7.9 of this Agreement.

Sized requirements (Optional): SSGCOW placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart.

Plastic bags (Optional): Contractor shall allow/require Single-Family Customers to place SSGCOW in plastic bags and then place the bagged SSGCOW into their Green Containers for Collection. Contractor shall demonstrated that use of plastic bags is allowable pursuant to of the Agreement. The Collection of SSGCOW placed in plastic bags shall not interfere with contamination monitoring requirements specified in Section 6.2. Contractor shall provide educational information to Customers on the types and color of plastic bags that are acceptable for the SSGCOW.

Guidance: If the Jurisdiction’s Collection program requires the use of standardized bags (e.g., bags purchased through the Contractor, Jurisdiction, and/or retail suppliers), modify this section to include that specification.

Compostable Plastics and Compostable Plastic bags (Optional):

Contractor shall allow Single-Family Customers to place Compostable Plastics in the Green Containers, including allowing/requiring Single-Family Customers to place SSGCOW in Compostable Plastic bags and place the bagged SSGCOW into their Green Containers for Collection. Contractor shall demonstrate that Collection of Compostable Plastics, including the use of Compostable Plastic bags, is allowable pursuant to Section 5.3 of the Agreement. The Collection of Compostable Plastics and SSGCOW placed in Compostable Plastic bags shall not interfere with contamination monitoring requirements described in Section 6.2 of this Agreement.

Contamination (Optional): Contractor may refuse to Collect a Green Container that contains Prohibited Container Contaminants if Contractor complies with the contamination noticing process described in Section 6.2.1.C.5 of this Agreement. For Customers with repeated incidents of contamination, Contractor may assess a contamination Processing fee in accordance with Section 6.2.1.C.4 of this Agreement. Guidance: Note that this section presents Contractor assessment of a “contamination Processing fee,” which is not required by the SB 1383 Regulations. The optional contamination Processing fee, if including, is intended to support additional Processing needed for contaminated materials. Notwithstanding the Jurisdiction enforcement requirements in SB 1383 Regulations (14 CCR Section 18995.1), 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. SB 1383 Regulations (14 CCR Section 18981.2(d)) also state that “nothing in this chapter [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.” If a Jurisdiction chooses not to assess contamination Processing fees or chooses to assess contamination penalties, this above subsection will need to be revised.

2. Mixed Waste Collection (Gray Container Collection)

Contractor shall Collect Mixed Waste placed in Contractor-provided Gray Carts one (1) time per week from Single-Family Customers, excluding Customers in Low-Population Areas, and Transport all Mixed Waste to the Approved/Designated High Diversion Organic Waste Processing Facility for Processing. For Low-Population Areas, Contractor may Transport the Mixed Waste to an Approved/Designated Disposal Facility. Guidance: A Jurisdiction may opt to arrange for Processing of Mixed Waste Collected in the Low-Population Areas at the Approved/Designated High Diversion Organic Waste Processing Facility, but it is not required to do so by SB 1383 Regulations (14 CCR Section 18984.12), subject to the conditions of the waiver granted by CalRecycle. Mixed Waste from the Low-Population Areas may be Transported to an Approved/Designated Disposal Facility.

**Containers:** Carts

**Container Sizes:** 35 gallon, 64 gallon, or 96 gallon (or comparable sizes approved by the Jurisdiction) as requested by Customer

Standard Container size is a 64-gallon Cart, unless Customer requests an alternative size.

 Contractor shall provide Single-Family Customers with one (1) Mixed Waste Cart.

**Container Type:** Single compartment

**Service Frequency:** One (1) time per week on the same day as SSGCOW collection service.

For Customers that receive Collection frequency waivers pursuant to Section 6.7.A.4 of the Agreement, Collection shall be provided one (1) time every two (2) weeks on the same day as SSGCOW Collection services.

Guidance: 14 CCR 18984.11(a)(3) allows for, but does not require, that Jurisdictions offer Collection frequency waivers to Customers. If a Jurisdiction does not offer this waiver, the sentence above is to be deleted.

**Service Location:** Curbside

**Acceptable Materials:** Mixed Waste

**Prohibited Materials:** Materials designated as acceptable SSGCOW, Excluded Waste

Guidance forHigh-Elevation Areas: Reword to read “Prohibited Materials: Yard Trimmings, Excluded Waste”

**Additional Service:**

Extra Containers (Optional): Contractor shall provide additional/\_\_\_ Gray Containers to Single-Family Customers upon request and shall charge the appropriate Rate approved by the Jurisdiction.

Overage program (Optional): Single-Family Customers may purchase Extra Service Tags for additional Mixed Waste. Mixed Waste must be placed in a Customer-provided bag or Jurisdiction-approved bag, with the Extra Service Tag affixed and clearly visible, and placed next to their Gray Container for Collection. Contractor shall Collect all properly placed bags labeled with Extra Service Tags, and Customers shall not be required to schedule such extra service in advance.

Contractor shall make Extra Service Tags readily available to Single-Family Customers through the mail, at Contractor’s office at {insert Contractor’s office address}, and/or at Jurisdiction offices. The Contractor shall maintain a sufficient inventory of Extra Service Tags to accommodate additional Mixed Waste.

 Plastic Bags for Additional Source Separation (Optional): Contractor may/shall allow/require Single-Family Customers to place SSBCOW, Source Separated Recyclable Materials, or insert other material types in bags for Collection in the Mixed Waste Gray Container.

 Guidance: If the Jurisdiction’s Collection program specifies Source Separation of some materials within the Gray Container using bags, include the above section and modify it to specify the type(s) of materials that are Source Separated in bags. Note that SB 1383 Regulations do not place any requirements or limitations on the use of plastic bags in Gray Containers. If Jurisdiction’s Collection program requires the use of standardized bags (e.g., bags purchased through the Contractor, Jurisdiction, and/or retail suppliers), modify this Section to include that specification.

**Other Requirements:** None

Exhibit A.2 – Single-Family Two-Container System (Blue and Gray Containers)

Guidance: Two versions of Exhibit A.2 are provided with different two-Container systems. This second scenario is presented for a two-Cart Collection system in which one Container (Blue Container) is designated for Collection of Source Separated Recyclable Materials and the second Container (Gray Container) is designated for the Collection of Mixed Waste. In addition to the Collection system described below, Jurisdictions may also incorporate an uncontainerized system for the Collection of Yard Trimmings. Uncontainerized systems are described in Exhibit A.4 and may be utilized under a three‑, three-plus-, two-, or one-Container system. This Exhibit A.2 uses “Cart” as the Collection Container type, as this is most common for Single-Family Generators. However, if the Jurisdiction uses a different Container type for Single-Family Generators, it should modify this Section accordingly.

1. Source Separated Recyclable Materials Collection (Blue Container Collection)

Contractor shall Collect Source Separated Recyclable Materials placed in Contractor-provided Blue Cart (or otherwise placed in accordance with this Section) one (1) time per week from Single-Family Customers, excluding Customers in Low-Population Areas, and Transport all Source Separated Recyclable Materials to the Approved/Designated Source Separated Recyclable Materials Processing Facility for Processing. Guidance: A Jurisdiction may opt to provide Source Separated Recyclable Materials Collection in the Low-Population Areas, but it is not required to do so by SB 1383 Regulations (14 CCR Section 18984.12), subject to the conditions of the waiver granted by CalRecycle. If it is offered, amend the first sentence to remove the exclusion.

**Containers:** Carts

**Container Sizes:** 35-gallon, 64-gallon, or 96-gallons (or comparable sizes approved by the Jurisdiction) as requested by Customer.

Standard Container size is a 64-gallon Cart, unless Customer requests an alternative size.

 Contractor shall provide Single-Family Customers with one (1) Blue Container.

**Container Type:** Single compartment or dual compartment

**Service Frequency:** One (1) time per week on the same day as Mixed Waste Collection services.

For Customers that receive Collection frequency waivers pursuant to Section 6.7.A.4 of the Agreement, Collection shall be provided one (1) time every two (2) weeks on the same day as Mixed Waste Collection services.

Guidance: 14 CCR 18984.11(a)(3) allows for, but does not require, that Jurisdictions offer Collection frequency waivers to Customers. If a Jurisdiction does not offer this waiver, the sentence above is to be deleted.

**Service Location:** Curbside

**Acceptable Materials:** Source Separated Recyclable Materials or Dual-Stream Source Separated Recyclable Materials (using a Split-Container for separating Non-Organic Recyclables from SSBCOW)

Guidance: A Jurisdiction may allow plastic bags to be Collected in the Blue Container; and, SB 1383 Regulations do not place any requirements or limitations on the use of plastic bags in Blue Container Collection. Jurisdictions that allow plastic bags to be Collected in the Blue Container are not required to obtain notice from the Approved/Designated Source Separated Recyclable Materials Processing Facility(ies) indicating that the facility can Process and/or remove plastic bags when Processing Source Separated Recyclable Materials.

**Prohibited Materials:** Materials not designated as acceptable Source Separated Recyclable Materials, Excluded Waste

**Additional Service:**

Extra Containers (Optional):

 Option 1 (Some additional Container(s) provided at no additional charge): Single-Family Customers may request one (1) additional Blue Container at no additional charge to the Customer or at Jurisdiction-approved Rate. Contractor shall provide additional Blue Containers to Single-Family Customers upon request and shall charge the appropriate Rate approved by the Jurisdiction.

 Option 2 (All additional Containers provided at charge): Single-Family Customers may request additional Blue Container(s) and the Contractor shall charge the appropriate Rate approved by the Jurisdiction per Container.

 Guidance: The Jurisdiction may wish to include restrictions on the amount of additional Containers that may be requested by Customers with frequent contamination.

 Excess Cardboard and Source Separated Recyclable Materials Collection (Optional): Contractor shall allow Single-Family Customers to place up to \_\_\_\_\_ bundles/unlimited flattened cardboard (pieces no larger than 2 feet x 3 feet), and additional volumes of Source Separated Recyclable Materials contained in paper bags, plastic bags, or cardboard boxes adjacent to the Blue Container on their regularly-scheduled Collection day at no additional charge to the Customer or at Jurisdiction-approved Rate.

**Other Requirements:** Batteries (Optional): Contractor shall accept household batteries in the Source Separated Recyclable Materials program, provided that those batteries have been separately packaged in a sealed, clear plastic bag placed on top of the Blue Container.

Contamination (Optional): Contractor may refuse to Collect a Blue Container that contains Prohibited Container Contaminants if Contractor complies with the contamination noticing process described in Section 6.2.1.C.5 of this Agreement. For Customers with repeated incidents of contamination, Contractor may assess a contamination Processing fee in accordance with Section 6.2.1.C.4 of this Agreement. Guidance: Note that this section presents Contractor assessment of a “contamination Processing fee,” which is not required by the SB 1383 Regulations. The optional contamination Processing fee, if including, is intended to support additional Processing needed for contaminated materials. Notwithstanding the Jurisdiction enforcement requirements in SB 1383 Regulations (14 CCR Section 18995.1), 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. SB 1383 Regulations (14 CCR Section 18981.2(d)) also state that “nothing in this chapter [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.” If a Jurisdiction chooses not to assess contamination processing fees or chooses to assess contamination penalties, this above subsection will need to be revised.

Plastic bags (Optional): Non-Organic Recyclables shall/may be separated from SSBCOW in Blue Containers through the use of plastic bags. Contractor shall allow/require Single-Family Customers to place Non-Organic Recyclables or SSBCOW in plastic bags and then place the bagged materials in their Blue Container for Collection. Contractor shall provide educational information to Customers on the types and color of plastic bags that are acceptable for the Blue Containers. Guidance: This plastic bag provision is provided to address cases in which jurisdictions want to have Non-Organic Recyclable (glass, metal, plastic, etc.) separated from Paper Products. If Jurisdiction’s Collection program requires the use of standardized bags (e.g., bags purchased through the Contractor, Jurisdiction, and/or retail suppliers), modify this section to include that specification.

2. Mixed Waste Collection (Gray Container Collection)

Contractor shall Collect Mixed Waste placed in Contractor-provided Gray Carts one (1) time per week from Single-Family Customers, excluding Customers in Low-Population Areas, and Transport all Mixed Waste to the Approved/Designated High Diversion Organic Waste Processing Facility for Processing. For Low-Population Areas, Contractor may Transport the Mixed Waste to an Approved/Designated Disposal Facility. Guidance: A Jurisdiction that qualifies for a low-population waiver may, but is not required to, have Contractor Transport Mixed Waste Collected in the Low-Population Areas to a High Diversion Organic Waste Processing Facility, subject to the conditions of the waiver granted by CalRecycle. If Jurisdiction does not choose to use the High Diversion Organic Waste Processing Facility, Contractor shall Transport Mixed Waste to an Approved/Designated Facility.

**Containers:** Carts

**Container Sizes:** 35-gallon, 64-gallon, and 96-gallon Carts (or comparable sizes approved by the Jurisdiction) as requested by Customer

Standard Container is a 64-gallon Cart, unless Customer requests an alternative size.

 Contractor shall provide Single-Family Customers with one (1) Mixed Waste Cart.

**Container Type:** Single compartment

**Service Frequency:** One (1) time per week on the same day as Source Separated Recyclable Materials Collection service.

**Service Location:** Curbside

**Acceptable Materials:** Mixed Waste

**Prohibited Materials:** Materials designated as acceptable Source Separated Recyclable Materials, Excluded Waste

**Additional Service:**

 Extra Containers (Optional): Contractor shall provide additional Mixed Waste Carts to Single-Family Customers upon request and shall charge the appropriate Rate approved by the Jurisdiction.

 Overage program (Optional): Single-Family Customers may purchase Extra Service Tags for additional Mixed Waste. Mixed Waste must be placed in a Customer-provided bag or Jurisdiction-approved bag, with the Extra Service Tag affixed and clearly visible, and placed next to their Gray Container for Collection. Contractor shall Collect all properly placed bags labeled with Extra Service Tags, and Customers shall not be required to schedule such extra service in advance.

 Contractor shall make Extra Service Tags readily available to Single-Family Customers through the mail, at Contractor’s office at {insert Contractor’s office address}, and/or at Jurisdiction offices. The Contractor shall maintain a sufficient inventory of Extra Service Tags to accommodate additional Mixed Waste.

 Plastic Bags for Additional Source Separation (Optional): Contractor may/shall allow/require Single-Family Customers to place Organic Waste; SSGCOW; Source Separated Food Waste; or insert other material types in bags for Collection in the Mixed Waste Gray Container.

 Guidance: If the Jurisdiction’s Collection program specifies Source Separation of some materials within the Gray Container using bags, include the above section and modify it to specify the type(s) of materials that are Source Separated in bags. Note that SB 1383 Regulations do not place any requirements or limitations on the use of plastic bags in Gray Containers. If Jurisdiction’s Collection program requires the use of standardized bags (e.g., bags purchased through the Contractor, Jurisdiction, and/or retail suppliers), modify this Section to include that specification.

**Other Requirements:** None

Exhibit A.3 – Single-Family One-Container System (Unsegregated Single-Container System) (GRay Containers)

Guidance: Exhibit A.3 describes the implementation of a one-Container system in which Single-Family Customers are provided one Cart for the commingled Collection of Mixed Waste. In addition to the Collection system described below, Jurisdictions may also incorporate an uncontainerized system for the Collection of Yard Trimmings. Uncontainerized systems are described in Exhibit A.4 and may be utilized under three-, three-plus-, two-, or one-Container system. This Exhibit A.3 uses “Cart” as the Collection Container type, as this is most common for Single-Family Generators. However, if the Jurisdiction uses a different Container type for Single-Family Generators, it should modify this Section accordingly.

Mixed Waste Collection (Gray Container Collection)

Contractor shall Collect Mixed Waste placed in Contractor-provided Gray Carts one (1) time per week from Single-Family Customers, and Transport all Mixed Waste to the Approved/Designated High Diversion Organic Waste Processing Facility for Processing. For Low-Population Areas, Contractor may Transport the Mixed Waste to an Approved/Designated Disposal Facility. Guidance: A Jurisdiction that qualifies for a low-population waiver may, but is not required to, have Contractor Transport Mixed Waste Collected in the Low-Population Areas to a High Diversion Organic Waste Processing Facility, subject to the conditions of the waiver granted by CalRecycle. If Jurisdiction does not choose to use the High Diversion Organic Waste Processing Facility, Contractor shall Transport Mixed Waste to an Approved/Designated Disposal Facility.

**Containers:** Carts

**Container Sizes:** 64-gallon or 96-gallon Carts (or comparable sizes approved by the Jurisdiction) as requested by Customer

 Standard Container shall be a 64-gallon Cart, unless Customer requests an alternative size.

 Contractor shall provide Single-Family Customers with one (1) Mixed Waste Cart.

**Container Type:** Single compartment or dual compartment

**Service Frequency:** One (1) time per week

**Service Location:** Curbside

**Acceptable Materials:** Mixed Waste

**Prohibited Materials:** Excluded Waste

**Additional Service:**

 Extra Containers (Optional): Contractor shall provide additional/\_\_\_ Gray Carts to Single-Family Customers upon request and shall charge the appropriate Rate approved by the Jurisdiction.

 Overage program (Optional): Single-Family Customers may purchase Extra Service Tags for additional Mixed Waste. Mixed Waste must be placed in a Customer-provided bag or Jurisdiction-approved bag, with the Extra Service Tag affixed and clearly visible, and placed next to their Gray Container for Collection. Contractor shall Collect all properly placed bags labeled with Extra Service Tags, and Customers shall not be required to schedule such extra service in advance.

 Contractor shall make Extra Service Tags readily available to Single-Family Customers through the mail, at Contractor’s office at {insert Contractor’s office address}, and/or at Jurisdiction offices. The Contractor shall maintain a sufficient inventory of Extra Service Tags to accommodate additional Mixed Material.

 Plastic Bags for Additional Source Separation (Optional): Contractor may/shall allow/require Single-Family Customers to place Organic Waste; SSGCOW; SSBCOW; Source Separated Recyclable Materials; Source Separated Food Waste; or insert other material types specified for Collection in the Mixed Waste Gray Container in bags for Collection.

Guidance: If the Jurisdiction’s Collection program specifies Source Separation of some materials within the Gray Container using bags, include the above section and modify it to specify the type(s) of materials that are Source Separated in bags. Note that SB 1383 Regulations do not place any requirements or limitations on the use of plastic bags in Gray Containers. If Jurisdiction’s Collection program requires the use of standardized bags (e.g., bags purchased through the Contractor, Jurisdiction, and/or retail suppliers), modify this Section to include that specification.

Exhibit A.4 – Single-Family Uncontainerized Yard Trimmings Collection

Guidance: Exhibit A.4 describes two options for the implementation of an uncontainerized system for the Collection of Yard Trimmings. The first option describes an uncontainerized, loose-in-the-street Yard Trimmings Collection system; the second option describes a bagged material Collection system. Note that Jurisdictions may implement an uncontainerized system for the Collection of Yard Trimmings under a three‑, three-plus-, two-, or one-Container system pursuant to SB 1383 Regulations (14 CCR Sections 18984.1(e) and 18984.2(f), and 18984.3(f)). For three-, three-plus-, and two-Container systems, SB 1383 Regulations (14 CCR Sections 18984.1(e) and 18984.2(f)) indicate that Jurisdictions that implement a year-round uncontainerized Yard Trimmings Collection program must provide Customers with a Collection service for other SSGCOW year-round (e.g., Food Waste, wood, etc.). It also indicates that Jurisdictions that implement a seasonal or intermittent uncontainerized Yard Trimmings Collection program must provide Green Containers for Collection of SSGCOW whenever the uncontainerized service is not provided. If the uncontainerized service is being provided as part of a one-Container system, SB 1383 Regulations (14 CCR Section 18984.3(f)(1)) require that Jurisdictions provide Generators receiving that service with a Collection service for other Organic Waste (e.g., Collection in the Gray Container).

1. Uncontainerized Yard Trimmings Collection Service (Optional)

Guidance: In the following example 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.). Note that the example language below provides details of a specific approach to providing uncontainerized Yard Trimmings Collection service. Jurisdictions and their Contractor will likely have different strategies to providing this service, and should amend the descriptions herein to reflect the specific features of their Collection program.

A. General: Contractor shall provide an uncontainerized Yard Trimmings Collection service for Single-Family Customers such that Customers may set out uncontainerized Yard Trimmings loosely on a paved surface of the public roadway, closest accessible roadway, or other such location agreed upon by the Contractor and the Customer. The agreed upon location shall provide safe and efficient accessibility to the Contractor’s Collection crew and vehicle. The total quantity of Yard Trimmings Collected through the uncontainerized Collection Service from each Single-Family Customer shall be unlimited.

B. Preparation: Yard Trimmings Collection services shall be performed weekly, seasonally, or intermittently on the same day as Customer’s Discarded Materials Collection day. For seasonal Yard Trimmings Collection, weekly Yard Trimmings Collection shall occur from \_\_\_\_\_\_\_ through \_\_\_\_\_\_\_ annually. For intermittent Yard Trimmings Collection, weekly Yard Trimmings Collection shall occur from \_\_\_\_\_\_ through \_\_\_\_\_\_ annually and from \_\_\_\_\_\_ through \_\_\_\_\_\_ annually. Participating Customers shall be instructed to set out uncontainerized Yard Trimmings, loose in the street no sooner than one day prior to scheduled Collection day. In order to use the specially-equipped loading equipment, Contractor shall instruct Customers to place the loose Yard Trimmings in piles no larger than five (5) feet in diameter, and in piles twelve (12) inches from the curb. Contractor shall also instruct Customers to place loose Yard Trimmings far enough away from parked cars or other obstructions to allow for safe Collection. Contractor shall Collect an unlimited amount of loose Yard Trimmings from Customers.

C. Method of Collection: Contractor shall Collect the loose Yard Trimmings with a loader tractor that is equipped with a claw-bucket specially designed for handling Yard Trimmings. The loader tractor shall pick-up the Yard Trimmings and place the Yard Trimmings into a rear-end loader truck (REL). When full, the REL shall Transport the Yard Trimmings to the Approved/Designated Transfer Facility for pre-Processing (if applicable) and Transfer, after which Yard Trimmings shall be Transported to the Approved/Designated Organics Processing Facility for Processing.

D. Collection: Following Jurisdiction-approved Hauler Routes, and only working during hours approved by the Jurisdiction, the Contractor’s REL and loader tractor shall work in tandem to Collect loose Yard Trimmings that have been placed in the street. The loader tractor shall pick up the loose Yard Trimmings from the street and load it directly into the REL. The loader tractor is articulated to maximize maneuverability and increase efficiency. For efficiency, the articulated loader tractor may work both sides of the street in one pass. The loader tractor with its specially-equipped claw bucket is capable of picking up the entire Yard Trimmings piles and is expected to only leave minimum debris that is easily collected by the street sweeper. The Collection crew shall be issued a shovel and broom for any additional debris cleanup that may be required.

E. Collection Vehicles: Guidance: In this subsection, Jurisdiction shall insert a description of the type of Collection vehicle(s) that Contractor will use for uncontainerized Collection service and unique features, if any, of the Collection vehicles and their operations.

2. On-Street Bagged Yard Trimmings Collection Service (Optional)

A. General. Contractor may propose use of an on-street bagged Yard Trimmings Collection Service for Single-Family Customers such that Yard Trimmings are set out in Jurisdiction-approved paper garden bags and/or plastic bags on a paved surface of the public roadway, closest accessible roadway, or other such location agreed upon by the Contractor and the Customer. The agreed-upon location shall provide safe and efficient accessibility to the Contractor’s Collection crew and vehicle. The total quantity of Yard Trimmings Collected through the on-street bagged Yard Trimmings Collection service from each Single-Family Customer shall be unlimited.

B. Collection: Contractor shall Collect all Yard Trimming contained in paper garden bags and/or plastic bags set out near Customer’s Discarded Materials Container. If Contractor’s access to the bagged Yard Trimmings set-out is blocked or inhibited by a Container provided by the Customer, Contractor shall manually move such Container, Collect the bagged Yard Trimmings, and manually replace the Container where it can be properly Collected by the Contractor.

Use of Standardized Bags (Optional): Paper garden bags shall be a paper bag approved by the Jurisdiction and provided by the Contractor for purchase by Customers for the Collection of Yard Trimmings overages, or available for purchase at local retailers or on-line retailers. The use of plastic bags shall be approved by the Jurisdiction. If the Jurisdiction allows the use of plastic bags, Contractor shall demonstrate that use of plastic bags is allowable at the Approved/Designated Organic Waste Processing Facility pursuant to Section 5.6 of the Agreement and Section E.2.J of Exhibit E.2. Plastic garden bags shall be a plastic bag approved by the Jurisdiction and provided by the Contractor for purchase by Customers for the Collection of Yard Trimmings overages, or available for purchase at local retailers or on-line retailers Contractor shall provide educational information to Customers on the types and color of paper garden bags or plastic bags that are acceptable for the Collection of on-street bagged Yard Trimmings.

Guidance: Use of standardized bags is not required, but has been included as an option in this section.

C. Contamination: Contractor may refuse Collection of bagged Yard Trimmings from Customers under the following circumstances: (i) the Yard Trimmings are not Source Separated from other Discarded Materials or Excluded Waste; (ii) access is blocked or inhibited by vehicles or other obstacles; or, (iii) the Yard Trimmings are commingled with Prohibited Container Contaminants. In the event Contractor does not Collect bagged Yard Trimmings for a Customer for any of these reasons, Contractor shall leave a non-collection notice for the Customer recording at a minimum the date, Customer location, and an explanation as to why the bagged Yard Trimmings were not Collected.

Exhibit A.5 – Supplemental Single-Family Programs

Guidance: The provisions in this Section are provided as example programs that are not required by SB 1383 Regulations. The following programs are optional and a Jurisdiction may choose not to include these programs in their franchise agreement. Note, if a Jurisdiction chooses to implement a Christmas Tree Collection program, SB 1383 Regulatory requirements will be triggered as the Christmas Tree Collection program entails the Collection and Processing of Organic Waste.

1. Used Oil and Filter Collection (Optional)

Guidance: If program is to be included in the franchise agreement, 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. Scheduled Neighborhood Clean-up Days (Optional)

Guidance: With regard to Collection of Organic Wastes through neighborhood clean-up days, Jurisdictions must comply with the Organic Waste requirements of the SB 1383 Regulations if Organic Waste is Collected. Three options are presented here. Option 1: Allow separate set out of Yard Trimmings and SSBCOW and have Contractor separately Collect and Process these Organic Wastes. Option 2: Allow set out of Yard Trimmings and SSBCOW with other materials and have Contractor Collect all materials together for Processing at an Approved/Designated High Diversion Organic Waste Processing Facility for Processing. Option 3: Exclude Collection of all Organic Waste from the neighborhood clean-up days Collection program. Example provisions are provided below to address these options. Jurisdictions should also note that they may choose to specify that this service is not required in the Low-Population Areas.

Option 1, Separate Collection of Organic Waste: \_\_\_\_\_ (\_\_\_) times per Rate Period, on dates to be mutually agreed upon by Jurisdiction and Contractor, Contractor shall Collect Bulky Items, Reusable Items Yard Trimmings, Paper Products, and other materials described herein from Single-Family Customers, excluding Customers in Low-Population Areas (optional). Contractor shall Collect Bulky Items, Reusable Items, Yard Trimmings, Paper Products, and other Organic Wastes (amend list as needed) separately from other materials which have been placed for Collection. Contractor shall route Collection vehicles such that the Bulky Items and Reusable Items are Collected prior to all other materials placed for Collection, in a non-compacting vehicle, and in such a manner so as to preserve the materials for reuse. Contractor shall Transport such Bulky Items and Reusable Items to the appropriate Approved/Designated Facility for Reuse, Processing, or Disposal. Contractor shall Transport Yard Trimmings to the Approved/Designated Organic Waste Processing Facility for Processing. Contractor shall Transport Paper Products to the Approved/Designated Source Separated Recyclable Materials Processing Facility for Processing.

Option 2, Commingled Collection of Organic Waste with Other Materials: \_\_\_\_\_ (\_\_\_) times per Rate Period, on dates to be mutually agreed upon by Jurisdiction and Contractor, Contractor shall Collect Bulky Items, Reusable Items, Yard Trimmings, Paper Products, and other materials described herein from Single-Family Customers, excluding Customers in Low-Population Areas (optional). Contractor shall Collect Bulky Items and Reusable Items separately from other materials which have been placed for Collection. Contractor shall route Collection vehicles such that the Bulky Items and Reusable Items are Collected prior to all other materials placed for Collection, in a non-compacting vehicle, and in such a manner so as to preserve the materials for Recycling or Reuse. Contractor shall Transport such Bulky Items and Reusable Items to the appropriate Approved/Designated Facility for Reuse, Processing, or Disposal. Contractor shall Collect all remaining materials and Transport the materials to the Approved/Designated High Diversion Organic Waste Processing Facility for Processing.

Option 3, Exclude Organic Waste: \_\_\_\_\_ (\_\_\_) times per Rate Period, on dates to be mutually agreed upon by Jurisdiction and Contractor, Contractor shall Collect Bulky Items, Reusable Items, other materials described herein from Single-Family Customers, excluding Customers in Low-Population Areas (optional). Contractor shall Collect Bulky Items and Reusable Items separately from other materials which have been placed for Collection. Contractor shall route Collection vehicles such that the Bulky Items and Reusable Items are Collected prior to all other materials placed for Collection, in a non-compacting vehicle, and in such a manner so as to preserve the materials for Recycling or Reuse. Contractor shall Transport such Bulky Items and Reusable Items to the appropriate Approved/Designated Facility for Reuse, Processing, or Disposal. Contractor shall Collect all remaining materials and Transport the materials to the Approved/Designated Disposal Facility for Disposal.

For Options 1, 2, and 3:

Contractor shall ensure that one (1) such clean-up event occurs in each neighborhood approximately every four (4) months during the Term of this Agreement, unless otherwise approved in writing by the Jurisdiction Contract Manager.

**Containers:** Not applicable

**Service Level:** Up to three (3) cubic yards of Reusable Items, Source Separated Recyclable Materials, Yard Trimmings, and Gray Container Waste/Mixed Waste; AND, up to four (4) auto tires; AND, up to two (2) other Bulky Items

 Guidance: Jurisdictions may want to amend the above service level description to adjust the allowable quantities and acceptable types of materials. Jurisdictions may also include additional material types such as e-waste, if such material can be handled in a manner that complies with Applicable Law.

**Service Frequency:** Three (3) times per year per neighborhood (as scheduled Contractor and approved by Jurisdiction)

**Service Location:** Curbside, in front of each individual Premises

**Acceptable Materials:** Reusable Items, Bulky Items, Source Separated Recyclable Materials, Yard Trimmings, Gray Container Waste/Mixed Waste, and auto tires. Guidance: Jurisdictions may want to amend the acceptable types of materials. Jurisdictions may also include additional material types such as e-waste, if such material can be handled in a manner that complies with Applicable Law.

**Prohibited Materials:** Food Waste, Hazardous Materials, abandoned automobiles, trees, Excluded Waste or any single item (e.g. large auto parts, etc.) that exceeds two hundred (200) lbs. in weight

 Guidance: For Option 3, add Organic Waste to this list of prohibited materials.

**Additional Service:** Contractor shall Collect additional Acceptable Materials (as described herein) that exceed the required Service Level (as requested by Customer) and shall charge the appropriate Rate approved by the Jurisdiction for such additional material Collected.

**Other Requirements:** Contractor shall collect Reusable Items, auto tires, and Bulky Items in non-compacting vehicles. Contractor shall collect Reusable Items, auto tires, and Bulky Items prior to Collecting other materials, up to one day earlier, on a schedule to be mutually agreed upon by Jurisdiction and Contractor. Contractor shall notify all Single-Family Customers two (2) weeks in advance of an upcoming clean-up day via direct mail or other Jurisdiction-approved method. Contractor shall post on its website a listing of the scheduled neighborhood clean-up days for each calendar year. This listing shall allow residents to look up their three (3) scheduled clean-up days by street name.

3. On-Call Bulky Item Collection (Optional)

Guidance: With regard to Collection of Organic Wastes through an on-call Bulky Item Collection program, Jurisdictions must comply with the Organic Waste requirements of the SB 1383 Regulations. Three options are presented here. Option 1: Allow separate set out of Yard Trimmings and SSBCOW and have Contractor separately Collect and Process these Organic Wastes. Option 2: Allow set out of Yard Trimmings and SSBCOW with other materials and have Contractor Collect all materials together for Processing at an Approved/Designated High Diversion Organic Waste Processing Facility for Processing. Option 3: Exclude Collection of all Organic Waste from the Bulky Item Collection program. Example provisions are provided below to address these options. Jurisdiction should also note that they may choose to specify that this service is not required in the Low-Population Areas.

Option 1, Separate Collection of Organic Waste: Contractor shall Collect Bulky Items from Single-Family Customers, excluding Customers in the Low-Population Areas (optional), upon request. Contractor shall Collect Bulky Items, Reusable Items, Yard Trimmings, Paper Products, and other Organic Wastes (amend list as needed) separately from other materials which have been placed for Collection. Contractor shall route Collection vehicles such that the Bulky Items and Reusable Items are Collected prior to all other materials placed for Collection, in a non-compacting vehicle, and in such a manner so as to preserve the materials for Recycling or Reuse. Contractor shall Transport such Bulky Items and Reusable Items to the appropriate Approved/Designated Facility for Reuse, Processing, or Disposal. Contractor shall Transport Yard Trimmings to the Approved/Designated Organic Waste Processing Facility for Processing. Contractor shall Transport Paper Products to the Approved/Designated Source Separated Recyclable Materials Processing Facility for Processing.

Option 2, Combined Collection of Organic Waste with Other Materials: Contractor shall Collect Bulky Items from Single-Family Customers, excluding Customers in the Low-Population Areas (optional), upon request. Contractor shall Collect Bulky Items and Reusable Items separately from other materials which have been placed for Collection. Contractor shall route Collection vehicles such that the Bulky Items and Reusable Items are Collected prior to all other materials placed for Collection, in a non-compacting vehicle, and in such a manner so as to preserve the materials for Recycling or Reuse. Contractor shall Transport such Bulky Items and Reusable Items to the appropriate Approved/Designated Facility for Reuse, Processing, or Disposal. Contractor shall Collect all remaining materials and Transport the materials to the Approved/Designated High Diversion Organic Waste Processing Facility for Processing.

Option 3, Exclude Organic Waste: Contractor shall Collect Bulky Items from Single-Family Customers, excluding Customers in the Low-Population Areas (optional), upon request, and shall Transport all Collected materials to the appropriate Approved/Designated Facility for Reuse, Processing, or Disposal.

For Options 1, 2, and 3:

**Containers:** Not applicable

**Service Level:** Unlimited on-call Collection of Bulky Items at per-item Rates approved by the Jurisdiction

**Service Frequency:** Upon Customer request.

**Service Location:** Curbside, in front of each individual Premises

**Acceptable Materials:** Bulky Items

**Prohibited Materials:** All other materials, Excluded Waste or any single item (e.g. large auto parts, etc.) that exceeds \_\_\_\_\_\_\_\_ (\_\_\_) lbs. in weight

Guidance: For Option 3, add Organic Waste to the above list of prohibited materials.

**Additional Service:** Not applicable

**Other Requirements:** Contractor shall provide the service to the Customer within five (5) Working Days of the Customer’s requested service date, as mutually agreed upon by the Customer and Contractor

 On-call Collections shall occur within five (5) Working Days of Contractor’s receipt of such a Customer request for service. Contractor shall make reasonable efforts to schedule on-call Bulky Item Collections on a day that is convenient to the Customer.

4. Christmas Tree Collection (Optional)

From December 26 through January 15, Contractor will Collect Christmas trees placed at the curb by Single-Family Customers, excluding Customers in Low-Population Areas. Contractor shall provide this pick-up service at no additional charge to Single-Family Customers on Customer’s regular Collection Service Day. Contractor shall Transport all Collected Christmas trees to the Approved/Designated Organic Waste Processing Facility for Processing. If Christmas trees are placed at the curb for Collection after January 15, Contractor shall charge Single-Family Customers the Jurisdiction-Approved Rate for Collection of Christmas trees. Guidance: Delete last sentence for non-exclusive franchise agreements.

Contractor may require that Christmas trees be cut into sections no greater than six (6) feet. Christmas trees that are flocked shall be Collected, but may be delivered to the Approved/Designated Disposal Facility at the discretion of the Contractor. Christmas trees that contain tinsel, lights, or other decorations, or are attached to a tree stand are not required to be Collected; however, Contractor shall affix a non-collection notice to the tree informing the Customer of the reason(s) for non-Collection. Contractor shall charge Jurisdiction-approved Rates to return and Collect a previously non-Collected Christmas tree that has been corrected and set out again. Guidance: Delete last sentence for non-exclusive franchise agreements.

5. Alternative Service Location for Disabled Single-Family Customers

Contractor shall allow for Persons that have a disability as defined by the Americans with Disabilities Act (which means Public Law 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 27 U.S.C. 225 and 611, and all Federal rules and regulations relating thereto) that are occupants of Single-Family Premises to receive Collection services at a location other than curbside at no extra charge to the Customer. Contractor or Jurisdiction shall review all applications (which shall include statements from physicians) made by Customers to determine conformance with this exemption provision and shall grant exemptions, if applicable. If the Jurisdiction reviews the application and determines that the Customer is eligible for an exemption, the Jurisdiction shall notify the Contractor; and the Contractor shall make reasonable accommodations with regard to provision of and servicing of Containers (e.g., Container size and type, placement of Containers for Collection, etc.) at no additional charge to the Customer. Upon Customer request, Contractor may make such alternative service locations available to Single-Family Customers that do not have a disability (as defined herein) for an additional, Jurisdiction-approved Rate.

Exhibit B:
Multi-Family and Commercial Services

**Guidance**: Exhibit B, which includes Exhibits B.1 through B.4, presents example language for various types of Collection systems for Multi-Family and Commercial Services. Refer to Guidance notes provided for Exhibit A, which are also applicable to Exhibit B.

**Multiple Collection Systems**: Some Jurisdictions offer their Multi-Family and/or Commercial Customers different types of Collection systems (e.g., offer both three- and two-Container systems in their Jurisdiction). In such case, the Jurisdiction will want to include more than one of the Collection exhibits provided in Exhibits B.1, B.2, and B.3. Additionally, this Exhibit aims to cover commonly used Collection systems, but is not comprehensive of all of the customization options or systems that a Jurisdiction might use. For example, if the Jurisdiction uses a three-plus-Container system with additional Source Separation of Discarded Materials, it should modify or add sections for the additional Discarded Material types. This Exhibit also presents examples of optional supplemental Multi-Family programs, as described in Exhibit B.4.

**Uncontainerized Yard Trimmings**: If Jurisdiction chooses to provide Multi-Family and/or Commercial Customers with uncontainerized Yard Trimmings service, the contract provisions presented in Exhibit A.4 for Single-Family service can be adapted for Multi-Family and/or Commercial Customers.

*{Page intentionally blank}*

Exhibit B.1 – Multi-Family and Commercial Three-Container System
(Blue, Green, and Gray Containers)

Guidance: Exhibit B.1 describes the implementation of a three-Container system in which Multi-Family and Commercial Customers are provided three Containers for the Collection of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste/Mixed Waste. In addition to the Collection system described below, Jurisdictions may choose to implement additional Source Separation, such as Collection of Source Separated Food Waste in Brown Containers. If the Jurisdiction is adding Source Separated Food Waste Collection, modify Section 2 of this Exhibit or add a new subsection for that purpose. Jurisdictions may also incorporate an uncontainerized system for the Collection of Yard Trimmings described in Exhibit A.4.

1. Source Separated Recyclable Materials Collection (Blue Container Collection)

Contractor shall Collect Source Separated Recyclable Materials placed in Contractor-provided Blue Containers from Multi-Family and Commercial Customers, excluding Customers in Low-Population Areas, and shall Transport all Source Separated Recyclable Materials to the Approved/Designated Source Separated Recyclable Materials Processing Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency. Source Separated Recyclable Materials Collection services shall be provided by Contractor to Multi-Family and Commercial Customers that enroll for Gray Container Collection service at no additional charge to Customer or at Jurisdiction-approved Rates. Guidance: A Jurisdiction may opt to provide Source Separated Recyclable Materials Collection in the Low-Population Areas, but it is not required to do so by SB 1383 Regulations (14 CCR Section 18984.12), subject to the conditions of the waiver granted by CalRecycle. If it is offered, amend the first sentence to remove the exclusion. If a Jurisdiction has a waiver for one or more Low-Population Areas, Jurisdictions may choose to separately describe the Source Separated Recyclable Materials Collection services to be provided by Contractor to support the Jurisdiction’s provision of its AB 341 Commercial Recycling program in the Low-Population Areas and to support Multi-Family and Commercial Generator compliance with AB 341 for those Generators that are covered by AB 341 and located in the Low-Population Areas.

**Containers:** Carts, Bins, Drop Boxes, Compactors

**Container Sizes:** Sizes described in Container definitions

Contractor shall provide Multi-Family and Commercial Premises with Container(s) consistent with the Customer’s Service Level.

**Container Type:** Single compartment or dual compartment

**Service Frequency:** Up to \_\_\_ (\_\_) times per week but not less than one (1) time per week for each Customer. The Contractor shall provide the specific Collection frequency within this range as requested by Customer.

 Guidance: If the Jurisdiction’s Collection program has different specifications for weekend service, include those here or in another appropriate section of the Agreement.

 For Customers that receive Collection frequency waivers pursuant to Section 6.7.A.4 of the Agreement, Collection shall be provided one (1) time every two (2) weeks on the same day as SSGCOW and Gray Container Collection services.

Guidance: 14 CCR 18984.11(a)(3) allows for, but does not require, that Jurisdictions offer Collection frequency waivers to Customers. If a Jurisdiction does not offer this waiver, the sentence above is to be deleted.

**Service Location:** Curbside or other Customer-selected service location (including but not limited to an on-site enclosure) at the Multi-Family or Commercial Premises; Contractor shall charge Jurisdiction-approved Rates if the service location is greater than \_\_\_ (\_\_) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall provideon-Premises service at no additional charge for Multi-Family Customers with 5 or more dwelling units.

**Acceptable Materials:** Source Separated Recyclable Materials or Dual-stream Source Separated Recyclable Materials (using a Split Container for separating Non-Organic Recyclables from SSBCOW)

Guidance: A Jurisdiction may allow plastic bags to be Collected in the Blue Container; and, SB 1383 Regulations do not place any requirements or limitations on the use of plastic bags in Blue Container Collection. Jurisdictions that allow plastic bags to be Collected in the Blue Container are not required to obtain notice from the Approved/Designated Source Separated Recyclable Materials Processing Facility(ies) indicating that the facility can process and/or remove plastic bags when Processing Source Separated Recyclable Materials.

**Prohibited Materials:** Materials designated for the Gray Container, materials designated as acceptable SSGCOW, Excluded Waste

**Additional Service:**

 Base Level of Service (Optional): Multi-Family and Commercial Customers shall receive up to \_\_\_ (\_\_) cubic yard equivalent per week of Source Separated Recyclable Materials Collection capacity at the Service Level of the Customer’s choosing at no additional charge to the Customer provided the Service Level requires no more than \_\_\_ (\_\_\_) pick-ups per week. Contractor shall provide Source Separated Recyclable Materials Collection at Service Levels greater than \_\_\_ (\_\_) cubic yard equivalent per week to Multi-Family and Commercial Customers upon request, or as a result of a Service Level assessment described below, and shall charge the appropriate Rate approved by the Jurisdiction.

 Guidance: This optional example Section is structured to require that the Contractor Collects a certain amount of material at no additional charge to Customers, and that the Customer pays for additional service above the base level of service. If the Jurisdiction prefers to charge Customers for all service, do not include this section.

 Special pick-ups (Optional): Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, shall be provided by Contractor at a Jurisdiction-approved Rate.

**Other Requirements:**

New service (Optional): Contractor shall make contact with each and every Multi-Family and Commercial Customer in advance of the commencement of new Recyclable Material Collection Service to determine appropriate Container sizes and service frequency. New service shall be initiated for all Customers unless said Customers reside in Low-Population Areas or received de minimis waivers or physical space waivers.

 Service Level Assessment (Optional): If Contractor observes a situation in which a Service Level adjustment may be warranted for a Customer’s needs, compliance with SB 1383 Regulations, or to manage environmental impacts associated with Collection efficiency, Contractor may recommend a Service Level adjustment for the Customer to the Jurisdiction. The Jurisdiction will review the Customer’s Service Level and engage with the Customer to make a final determination of appropriate Service Levels. If Service Level changes are warranted, Contractor shall adjust Service Levels within \_\_\_\_ (\_\_\_) days of request.

Container access (Optional)**:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers, and shall charge Jurisdiction-approved Rates for such service. A push/pull of Containers up to \_\_\_ (\_\_) feet from the enclosure/Container location to the Collection vehicle and push/pull of the Container to its original location will be provided at no additional charge to the Customer.

 Contamination (Optional): Contractor may refuse to Collect a Blue Container that contains Prohibited Container Contaminants if Contractor complies with the contamination noticing process described in Section 6.2.1.C.4 of this Agreement. For Customers with repeated incidents of contamination, Contractor may assess a contamination processing fee in accordance with Section 6.2.1.C.5 of this Agreement. Guidance: Note that this section presents Contractor assessment of a “contamination Processing fee,” which is not required by the SB 1383 Regulations. The optional contamination Processing fee, if including, is intended to support additional Processing needed for contaminated materials. Notwithstanding the Jurisdiction enforcement requirements in SB 1383 Regulations (14 CCR Section 18995.1), 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. SB 1383 Regulations (14 CCR Section 18981.2(d)) state that “nothing in this chapter [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.” If a Jurisdiction chooses not to assess contamination Processing fees or chooses to assess contamination penalties, this above subsection will need to be revised.

Plastic bags (Optional): Non-Organic Recyclables shall/may be separated from SSBCOW in Blue Containers through the use of plastic bags. Contractor shall allow/require Single-Family Customers to place Non-Organic Recyclables or SSBCOW in plastic bags and then place the bagged materials in their Blue Container for Collection. Contractor shall provide educational information to Customers on the types and color of plastic bags that are acceptable for the Blue Containers. Guidance: This plastic bag provision is provided to address cases in which jurisdictions want to have Non-Organic Recyclables (glass, metal, plastic, etc.) separated from Paper Products. If the Jurisdiction’s Collection program requires the use of standardized bags, modify this section to include that specification.

2. SSGCOW Collection (Green Container Collection)

Contractor shall Collect SSGCOW in Contractor-provided Green Containers not less than one (1) time per week from Multi-Family and Commercial Customers, excluding Customers in Low-Population Areas, and shall Transport all SSGCOW to the Approved/Designated Organic Waste Processing Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency. SSGCOW Collection services shall be provided by Contractor to Multi-Family and Commercial Customers that enroll in Gray Container Collection service at no additional charge to Customer or at Jurisdiction-approved Rates. Guidance: A Jurisdiction may opt to provide SSGCOW Collection in the Low-Population Areas, but it is not required to do so by SB 1383 Regulations. If it is offered, amend the first sentence to remove the exclusion. If a Jurisdiction has a waiver for one or more Low-Population Areas, Jurisdictions may choose to separately describe the SSGCOW Collection services to be provided by Contractor to support the Jurisdiction’s provision of its AB 1826 Organic Waste Recycling program in the Low-Population Areas and to support Multi-Family and Commercial Generator compliance with AB 1826 for those Generators that are covered by AB 1826 and located in the Low-Population Areas.

**Containers:** Carts, Bins, Drop Boxes, Compactors

**Container Sizes:** Sizes described in Container definitions

Contractor shall provide Multi-Family and Commercial Premises with Container(s) consistent with each Customer’s Service Level.

**Container Type:** Single compartment or dual compartment

**Service Frequency:** Up to\_\_\_ (\_\_) times per week but not less than one (1) time per week for each Customer. The Contractor shall provide the specific Collection frequency within this range as requested by Customer.

 Guidance: If the Jurisdiction’s Collection program has different specifications for weekend service, include those here or in another appropriate section of the agreement.

**Service Location:** Curbside or other Customer-selected service location at the Multi-Family or Commercial Premises; Contractor shall change an additional Jurisdiction-approved Rate if the service location is greater than \_\_\_ (\_\_) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall provideon-Premises service at no additional charge for Multi-Family Customers with five (5) or more dwelling units.

**Acceptable Materials:** SSGCOW (including Yard Trimmings and Food Waste) or Dual-Stream SSGCOW (using Split Containers to separate Yard Trimmings from Food Waste)

 Guidance for High-Elevation Areas: Reword to read “Acceptable Materials: Yard Trimmings”

**Prohibited Materials:** Materials designated as acceptable Source Separated Recyclable Materials, materials designated for the Gray Container, Excluded Waste

 Guidance for High-Elevation Areas: Add “Food Waste” to above list of Prohibited Materials

**Additional Service:**

 Base Level of Service (Optional): Multi-Family and Commercial Customers shall receive up to \_\_\_ (\_\_) gallons per week of SSGCOW Collection capacity at the Service Level of the Customer’s choosing at no additional charge to the Customer provided the Service Level requires no more than \_\_\_ pick-ups per week. Contractor shall provide SSGCOW Collection at Service Levels greater than \_\_\_ (\_\_) gallons per week to Multi-Family and Commercial Customers upon request, or as a result of a Service Level assessment described below, and shall charge the appropriate Rate approved by the Jurisdiction.

 Guidance: This optional example section is structured to require that the Contractor Collects a certain amount of material at no additional charge to Customers, and that the Customer pays for additional service above the base level of service. If the Jurisdiction prefers to charge Customers for all service, do not include this section.

 Special pick-ups (Optional): Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, shall be provided by Contractor at Jurisdiction-approved Rates.

**Other Requirements:**

New Service (Optional): Contractor shall make contact with each and every Multi-Family and Commercial Customer in advance of the commencement of new SSGCOW Collection Service to determine appropriate Container sizes and service frequency. New service shall be initiated for all Customers unless said Customers reside in Low-Population Areas or received de minimis waivers or physical space waivers.

 Service Level Assessment (Optional): If Contractor observes a situation in which a Service Level adjustment may be warranted for a Customer’s needs, compliance with SB 1383 Regulations, or to manage environmental impacts associated with Collection efficiency, Contractor may recommend a Service Level adjustment for the Customer to the Jurisdiction. The Jurisdiction will review the Customer’s Service Level and engage with Customer to make a final determination of appropriate Service Levels. If Service Level changes are warranted, Contractor shall adjust Service Levels within \_\_\_\_ (\_\_\_) days of request.

Kitchen pails (Optional): Contractor shall provide to all Multi-Family Dwelling Units kitchen pails designed to contain Food Waste prior to placement in the Customer’s Green Container. Contractor shall submit kitchen pail specifications and plan for distribution to Customers to the Jurisdiction for review and approval prior to ordering and distribution of the kitchen pails. Kitchen pails shall comply with the recycled-content standards of Section 7.9 of this Agreement.

Plastic bags (Optional): Contractor shall allow/require Multi-Family and Commercial Customers to place SSGCOW in plastic bags and then place the bagged SSGCOW into their Green Containers for Collection. Contractor shall demonstrate that use of plastic bags is allowable pursuant to Section 5.6 of the Agreement. The Collection of SSGCOW placed in plastic bags shall not interfere with contamination monitoring requirements described in Section 6.2 of this Agreement.

Guidance: If the Jurisdiction’s Collection program requires the use of standardized bags, modify this section to include that specification.

Compostable Plastics and Compostable Plastic Bags (Optional):

Contractor shall allow Multi-Family and Commercial Customers to place Compostable Plastics in the Green Containers, including allowing/requiring Multi-Family and Commercial Customers to place SSGCOW in Compostable Plastic bags and place the bagged SSGCOW into their Green Containers for Collection. Contractor shall demonstrate that Collection of Compostable Plastics, including the use of Compostable Plastic bags, is allowable pursuant to Section 5.2.C of the Agreement. The Collection of Compostable Plastics and SSGCOW placed in Compostable Plastic bags shall not interfere with contamination monitoring requirements described in Section 6.2 of this Agreement.

Size requirements (Optional): SSGCOW placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart or Bin.

 Container access (Optional)**:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers, and shall charge the Jurisdiction-approved Rates for such service. A push/pull of Containers up to \_\_\_ (\_\_) feet from the enclosure/Container location to the Collection vehicle and push/pull of the Container to its original location will be provided at no additional charge to the Customer.

Contamination (Optional): Contractor may refuse to Collect a Green Container that contains Prohibited Container Contaminants if Contractor complies with the contamination noticing process described in Section 6.2.1.C.5 of this Agreement. For Customers with repeated incidents of contamination, Contractor may assess a contamination processing fee in accordance with Section 6.2.1.C.4 of this Agreement. Guidance: Note that this section presents Contractor assessment of a “contamination Processing fee,” which is not required by the SB 1383 Regulations. The optional contamination Processing fee, if including, is intended to support additional Processing needed for contaminated materials. Notwithstanding the Jurisdiction enforcement requirements in SB 1383 Regulations (14 CCR Section 18995.1), 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. SB 1383 Regulations (14 CCR Section 18981.2(d)) state that “nothing in this chapter [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”. If a Jurisdiction chooses not to assess contamination Processing fees or chooses to assess contamination penalties, this above subsection will need to be revised.

3. Gray Container Waste/Mixed Waste Collection (Gray Container Collection)

Guidance: For Jurisdictions that do not allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use “Gray Container Waste” in the section title and in other sections below where Gray Container Waste/Mixed Waste are highlighted. For Jurisdictions that do allow Organic Waste, such as Food Waste, to be Collected in the Gray Container, use “Mixed Waste” in the section title and in other sections below where Gray Container Waste/Mixed Waste are highlighted.

Contractor shall Collect Gray Container Waste/Mixed Waste placed in Contractor-provided Gray Containers not less than one (1) time per week from Multi-Family and Commercial Customers and Transport all Gray Container Waste/Mixed Waste to the Approved/Designated Disposal Facility for Disposal. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency. Guidance: When using Gray Container Waste, deleted “Approved/Designated High Diversion Organic Waste Processing Facility for Processing”; and when using Mixed Waste, delete “Approved/Designated Disposal Facility for Disposal”.

**Containers:** Carts, Bins, Drop Boxes, Compactors

**Container Sizes:** Sizes described in Container definitions

Contractor shall provide Multi-Family and Commercial Premises with Container(s) consistent with each Customer’s Service Level.

**Container Type:** Single compartment

**Service Frequency:** Up to \_\_\_ (\_\_) times per week but not less than one (1) time per week for each Customer. The Contractor shall provide the specific Collection frequency within this range as requested by Customer.

 Guidance: If the Jurisdiction’s Collection program has different specifications for weekend service, include those here or in another appropriate section of the Agreement.

For Customers that receive Collection frequency waivers pursuant to Section 6.7.A.4 of the Agreement, Collection shall be provided one (1) time every two (2) weeks on the same day as SSGCOW and Source Separated Recyclable Materials Collection services.

Guidance: 14 CCR 18984.11(a)(3) allows for, but does not require, that Jurisdictions offer Collection frequency waivers to Customers. If a Jurisdiction does not offer this waiver, the sentence above is to be deleted.

**Service Location:** Curbside or other Customer-selected service location at the Multi-Family or Commercial Premises; Contractor shall charge additional Jurisdiction-approved Rates if the service location is greater than \_\_\_ (\_\_) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall provideon-Premises service at no additional charge for Multi-Family Customers with five (5) or more dwelling units.

**Acceptable Materials:** Gray Container Waste/Mixed Waste

**Prohibited Materials:** Materials designated as acceptable Source Separated Recyclable Materials, materials designated as acceptable SSGCOW, Excluded Waste

Guidance forHigh-Elevation Areas: Remove “SSGCOW” above and add “Yard Trimmings”

**Additional Service:** Special pick-ups (Optional): Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, shall be provided by Contractor at a Jurisdiction-approved Rate.

**Other Requirements:**

 New service (Optional): Contractor shall make contact with each and every Multi-Family and Commercial Customer in advance of the commencement of new Collection Service to determine appropriate Container sizes and service frequency. New service shall be initiated for all Customers unless said Customers reside in Low-Population Areas.

 Service Level Assessment (Optional): If Contractor observes a situation in which a Service Level adjustment may be warranted for a Customer’s needs, compliance with SB 1383 Regulations, or to manage environmental impacts associated with Collection efficiency, Contractor may recommend a Service Level adjustment for the Customer to the Jurisdiction. The Jurisdiction will review the Customer’s Service Level and engage with Customer to make a final determination of appropriate Service Levels. If Service Level changes are warranted, Contractor shall adjust Service Levels within \_\_\_\_ (\_\_\_) days of request.

 Container access (Optional)**:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers, and shall charge the Jurisdiction-approved Rates for such service. A push/pull of Containers up to \_\_\_ (\_\_) feet from the enclosure/Container location to the Collection vehicle and push/pull of the Container to its original location will be provided at no additional charge to the Customer.

Guidance: Note that SB 1383 Regulations do not place any requirements or limitations on the use of plastic bags in Gray Containers. If Jurisdiction’s Collection program requires the use of standardized bags (e.g., bags purchased through the Contractor, Jurisdiction, and/or retail suppliers), modify this Section to include that specification.

4. Commercial Container Sharing (Optional)

In special circumstances, for Customers with significant space limitations and upon approval by the Jurisdiction and the Contractor, the Contractor shall permit Commercial Customers to share Discarded Materials service with other geographically proximate Commercial Customers. Such shared service shall be performed, and billed, as if it were being provided to a single Customer, with the exception that the Contractor shall require all Customers sharing a single service account to identify a “Primary Responsible Party” which will serve as the singular point of contact for communication and billing from the Contractor and the Jurisdiction, along with a list of all addresses with which the Primary Responsible Party will share service.

Exhibit B.2 – Multi-Family and Commercial Two-Container System
(Green and Gray Containers)

Guidance: Two versions of Exhibit B.2 are provided with different two-Container systems. This first scenario presents a two-Container system in which one Container (Green Container) is designated for the Collection of SSGCOW and the second Container (Gray Container) is designated for the Collection of Mixed Waste. In addition to the Collection system described below, Jurisdictions may also incorporate an uncontainerized system for the Collection of Yard Trimmings. Uncontainerized systems are described in Exhibit A.4 and may be utilized under a three-, two-, or one-Container system.

1. SSGCOW Collection (Green Container Collection)

Contractor shall Collect SSGCOW in Contractor-provided Green Containers not less than one (1) time per week from Multi-Family and Commercial Customers, excluding Customers in Low-Population Areas, and Transport all SSGCOW to the Approved/Designated Organic Waste Processing Facility for Processing. SSGCOW Collection services shall be provided by Contractor to Multi-Family and Commercial Customers that enroll for Mixed Waste Collection service at no additional charge to Customer or at Jurisdiction-approved Rates. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency. Guidance: A Jurisdiction may opt to provide SSGCOW Collection in the Low-Population Areas, but it is not required to do so by SB 1383 Regulations, subject to the conditions of the waiver granted by CalRecycle. If it is offered, amend the first sentence to remove the exclusion. If a Jurisdiction has a waiver for one or more Low-Population Areas, Jurisdictions may choose to separately describe the SSGCOW Collection services to be provided by Contractor to support the Jurisdiction’s provision of its AB 1826 Organic Waste Recycling program in the Low-Population Areas and to support Multi-Family and Commercial Generator compliance with AB 1826 for those Generators that are covered by AB 1826 and located in the Low-Population Areas.

**Containers:** Carts, Bins, Drop Boxes, Compactors

**Container Sizes:** Sizes described in Container definitions

Contractor shall provide Multi-Family and Commercial Premises with Container(s) consistent with each Customer’s Service Level.

**Container Type:** Single compartment or dual compartment (e.g., for separation of Yard Trimmings and Food Waste)

**Service Frequency:** Up to \_\_\_ (\_\_\_) times per week but not less than one (1) time per week for each Customer. The Contractor shall provide the specific Collection frequency within this range as requested by Customer.

 Guidance: If the Jurisdiction’s Collection program has different specifications for weekend service, include those here or in another appropriate section of the Agreement.

**Service Location:** Curbside or other Customer-selected service location at the Multi-Family or Commercial Premises; Contractor shall charge Jurisdiction-approved Rates if the service location is greater than \_\_\_\_\_ (\_\_\_) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall provideon-Premises service at no additional charge for Multi-Family Customers with five (5) or more dwelling units.

**Acceptable Materials:** SSGCOW (including Yard Trimmings and Food Waste) or Dual-stream SSGCOW (separating Yard Trimmings from Food Waste)

 Guidance for High-Elevation Areas: Reword to read “Acceptable Materials: Yard Trimmings”

**Prohibited Materials:** Materials not designated as acceptable SSGCOW, Excluded Waste

**Additional Service:** Base Level of Service (Optional): Multi-Family and Commercial Customers shall receive up to ninety-six (96) gallons per week of SSGCOW Collection capacity at the Service Level of the Customer’s choosing at no additional charge to the Customer provided the Service Level requires no more than \_\_\_ pick-ups per week. Contractor shall provide SSGCOW Collection at Service Levels greater than ninety-six (96) gallons per week to Multi-Family and Commercial Customers upon request, or as a result of a Service Level assessment described below, and shall charge the appropriate Rate approved by the Jurisdiction.

Guidance: This optional example section is structured to require that the Contractor Collects a certain amount of material at no additional charge to Customers, and that the Customer pays for additional service above the base level of service. If the Jurisdiction prefers to charge Customers for all service, do not include this section.

 Special pick-ups (Optional): Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, shall be provided by Contractor at the Jurisdiction-approved Rate.

**Other Requirements:** New service (Optional): Contractor shall make contact with each and every Multi-Family and Commercial Customers in advance of the commencement of new SSGCOW Collection Service to determine appropriate Container sizes and service frequency. New service shall be initiated for all Customers unless said Customers reside in Low-Population Areas or received physical space waivers.

Service Level Assessment (Optional): If Contractor observes a situation in which a Service Level adjustment may be warranted for a Customer’s needs, compliance with SB 1383 Regulations, or to manage environmental impacts associated with Collection efficiency, Contractor may recommend a Service Level adjustment for the Customer to the Jurisdiction. The Jurisdiction will review the Customer’s Service Level and engage with Customer to make a final determination of appropriate Service Levels. If Service Level changes are warranted, Contractor shall adjust Service Levels within \_\_\_\_ (\_\_\_) days of request.

Kitchen pail (Optional): Contractor shall provide to all Multi-Family Dwelling Units kitchen pails designed to contain Food Waste prior to placement in the Customer’s Green Container. Contractor shall submit the kitchen pail specifications and plan for distribution to Customers to the Jurisdiction for review and approval prior to ordering and distribution of the kitchen pails. Kitchen pails shall comply with the recycled-content standards of Section 7.9 of this Agreement.

Plastic bags (Optional): Contractor shall allow/require Multi-Family and Commercial Customers to place SSGCOW in plastic bags and then place the bagged SSGCOW into their Green Containers for Collection. Contractor shall demonstrate that use of plastic bags is allowable pursuant to Section 5.6 of the Agreement. The Collection of SSGCOW placed in plastic bags shall not interfere with contamination monitoring requirements described in Section 6.2 of this Agreement.

Compostable Plastics and Compostable Plastic bags (Optional): Contractor shall allow Multi-Family and Commercial Customers to place Compostable Plastics in the Green Containers, including allowing/requiring Multi-Family and Commercial Customers to place SSGCOW in Compostable Plastic bags and place the bagged SSGCOW into their Green Containers for Collection. Contractor shall demonstrate that Collection of Compostable Plastics, including the use of Compostable Plastic bags, is allowable pursuant to Section 5.3 of the Agreement. The Collection of Compostable Plastics and SSGCOW placed in Compostable Plastic bags shall not interfere with contamination monitoring requirements described in Section 6.2 of this Agreement

Size requirements (Optional): SSGCOW placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit in the provided Cart or Bin.

Container access (Optional)**:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers, and shall charge the Jurisdiction-approved Rates for such service. A push/pull of Containers up to \_\_\_ (\_\_) feet from the enclosure/Container location to the Collection vehicle and push/pull of the Container to its original location will be provided at no additional charge to the Customer.

Contamination (Optional): Contractor may refuse to Collect a Green Container that contains Prohibited Container Contaminants if Contractor complies with the contamination noticing process described in Section 6.2.1.C.5 of this Agreement. For Customers with repeated incidents of contamination, Contractor may assess a contamination processing fee in accordance with Section 6.2.1.C.4 of this Agreement. Guidance: Note that this section presents Contractor assessment of a “contamination Processing fee,” which is not required by the SB 1383 Regulations. The optional contamination Processing fee, if including, is intended to support additional Processing needed for contaminated materials. Notwithstanding the Jurisdiction enforcement requirements in SB 1383 Regulations (14 CCR Section 18995.1), 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. SB 1383 Regulations (14 CCR Section 18981.2(d)) state that “nothing in this chapter [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”. If a Jurisdiction chooses not to assess contamination Processing fees or chooses to assess contamination penalties, this above subsection will need to be revised.

2. Mixed Waste Collection (Gray Container Collection)

Contractor shall Collect Mixed Waste placed in Contractor-provided Gray Containers not less than one (1) time per week from Multi-Family and Commercial Customers and shall Transport all Mixed Waste to the Approved/Designated High Diversion Organic Waste Processing Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency. For Low-Population Areas, Contractor may Transport the Mixed Waste to an Approved/Designated Disposal Facility. Guidance: A Jurisdiction that qualifies for a low-population waiver may, but is not required to, have the Contractor Transport Mixed Waste to a High Diversion Organic Waste Processing Facility. If Jurisdiction does not choose to use a High Diversion Organic Waste Processing Facility, Contractor shall Transport Mixed Waste to an Approved/Designated Disposal Facility.

**Containers:** Carts, Bins, Drop Boxes, Compactors

**Container Sizes:** Sizes described in Container definitions

Contractor shall provide Multi-Family and Commercial Premises with Container(s) consistent with each Customer’s Service Level.

**Container Type:** Single compartment

**Service Frequency:** Up to \_\_\_\_ (\_\_\_) times per week but not less than one (1) time per week for each Customer. The Contractor shall provide the specific Collection frequency within this range as requested by Customer.

 Guidance: If the Jurisdiction’s Collection program has different specifications for weekend service, include those here or in another appropriate section of the Agreement.

For Customers that receive Collection frequency waivers pursuant to Section 6.7.A.4 of the Agreement, Collection shall be provided one (1) time every two (2) weeks on the same day as SSGCOW Collection services.

Guidance: 14 CCR 18984.11(a)(3) allows for, but does not require, that Jurisdictions offer Collection frequency waivers to Customers. If a Jurisdiction does not offer this waiver, the sentence above is to be deleted.

**Service Location:** Curbside or other Customer-selected service location at the Multi-Family or Commercial Premises; Contractor shall charge Jurisdiction-approved Rates if the service location is greater than \_\_\_\_\_ (\_\_) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall provideon-Premises service at no additional charge for Multi-Family Customers with 5 or more dwelling units.

**Acceptable Materials:** Mixed Waste

**Prohibited Materials:** Materials designated as acceptable SSGCOW, Excluded Waste

Guidance for High-Elevation Areas: Reword to read “Yard Trimmings, Excluded Waste”

**Additional Service:** Special pick-ups (Optional): Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, shall be provided by Contractor at Jurisdiction-approved Rates.

**Other Requirements:** New service (Optional): Contractor shall make contact with each and every Multi-Family and Commercial Customer in advance of the commencement of new Mixed Material Collection Service to determine appropriate Container sizes and service frequency. New service shall be initiated for all Customers unless said Customers reside in Low-Population Areas.

 Service Level Assessment (Optional): If Contractor observes a situation in which a Service Level adjustment may be warranted for a Customer’s needs, compliance with SB 1383 Regulations, or to manage environmental impacts associated with Collection efficiency, Contractor may recommend a Service Level adjustment for the Customer to the Jurisdiction. The Jurisdiction will review the Customer’s Service Level and engage with Customer to make a final determination of appropriate Service Levels. If Service Level changes are warranted, Contractor shall adjust Service Levels within \_\_\_\_ (\_\_\_) days of request.

 Container access (Optional)**:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers, and shall charge the Jurisdiction-approved Rates for such service. A push/pull of Containers up to \_\_\_\_\_\_ (\_\_) feet from the enclosure/Container location to the Collection vehicle and push/pull of the Container to its original location will be provided at no additional charge to the Customer.

 Plastic Bags for Additional Source Separation (Optional): Contractor may/shall allow/require Multi-Family and Commercial Customers to place SSBCOW, Source Separated Recyclable Materials, or insert other material types in bags for Collection in the Mixed Waste Gray Container.

Guidance: If the Jurisdiction’s Collection program specifies Source Separation of some materials within the Gray Container using bags, include the above section and modify it to specify the type(s) of materials that are Source Separated in bags. Note that SB 1383 Regulations do not place any requirements or limitations on the use of plastic bags in Gray Containers. If Jurisdiction’s Collection program requires the use of standardized bags (e.g., bags purchased through the Contractor, Jurisdiction, and/or retail suppliers), modify this Section to include that specification.

3. Commercial Container Sharing (Optional)

In special circumstances, for Customers with significant space limitations and upon approval by the Jurisdiction and the Contractor, the Contractor shall permit Commercial Customers to share SSGCOW or Mixed Waste service with other geographically proximate Commercial Customers. Such shared service shall be performed, and billed, as if it were being provided to a single Customer, with the exception that the Contractor shall require all Customers sharing a single service account to identify a “Primary Responsible Party” which will serve as the singular point of contact for communication and billing from the Contractor and the Jurisdiction, along with a list of all addresses with which the Primary Responsible Party will share service.

Exhibit B.2 – Multi-Family and Commercial Two-Container System
(Blue and Gray Containers)

Guidance: Two versions of Exhibit B.2 are provided with different two-Container systems. This second scenario is to be used for a two-Container system in which one Container (Blue Container) is designated for the Collection of Source Separated Recyclable Materials and the second Container (Gray Container) is designated for the Collection of Mixed Waste. In addition to the Collection system described below, Jurisdictions may also incorporate an uncontainerized system for the Collection of Yard Trimmings. Uncontainerized systems are described in Exhibit A.4 and may be utilized under three-, two-, or one-Container systems.

1. Source Separated Recyclable Materials Collection (Blue Container Collection)

Contractor shall Collect Source Separated Recyclable Materials placed in Contractor-provided Blue Containers from Multi-Family and Commercial Customers, excluding Customers in Low-Population Areas, and shall Transport all Source Separated Recyclable Materials to the Approved/Designated Source Separated Recyclable Materials Processing Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency. Source Separated Recyclable Materials Collection services shall be provided by Contractor to Multi-Family and Commercial Customers that enroll with Contractor for Mixed Waste Collection service at no additional charge to Customer or at Jurisdiction-approved Rates. Guidance: A Jurisdiction may opt to provide Source Separated Recyclable Materials Collection in the Low-Population Areas, but it is not required to do so by SB 1383 Regulations (14 CCR Section 18984.12), subject to the conditions of the waiver granted by CalRecycle. If it is offered, amend the first sentence to remove the exclusion. If a Jurisdiction has a waiver for one or more Low-Population Areas, Jurisdictions may choose to separately describe the Source Separated Recyclable Materials Collection services to be provided by Contractor to support the Jurisdiction’s provision of its AB 341 Commercial Recycling program in the Low-Population Areas and to support Multi-Family and Commercial Generator compliance with AB 341 for those Generators that are covered by AB 341 and located in the Low-Population Areas.

**Containers:** Carts, Bins, Drop Boxes, Compactors

**Container Sizes:** Sizes described in Container definitions

Contractor shall provide Multi-Family and Commercial Premises with Container(s) requested by the Customer.

**Container Type:** Single compartment or dual compartment

**Service Frequency:** Up to \_\_\_\_\_ (\_\_\_) times per week but not less than one (1) time per week for each Customer. The Contractor shall provide the specific Collection frequency within this range as requested by Customer.

Guidance: If the Jurisdiction’s Collection program has different specifications for weekend service, include those here or in another appropriate section of the Agreement.

For Customers that receive Collection frequency waivers pursuant to Section 6.7.A.4 of the Agreement, Collection shall be provided one (1) time every two (2) weeks on the same day as Mixed Waste Collection services.

Guidance: 14 CCR 18984.11(a)(3) allows for, but does not require, that Jurisdictions offer Collection frequency waivers to Customers. If a Jurisdiction does not offer this waiver, the sentence above is to be deleted.

**Service Location:** Curbside or other Customer-selected service location (including but not limited to an on-site enclosure) at the Multi-Family or Commercial Premises; Contractor may change Jurisdiction-approved Rates if the service location is greater than \_\_\_\_\_ (\_\_) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall provideon-Premises service at no additional charge for Multi-Family Customers with five (5) or more dwelling units.

**Acceptable Materials:** Source Separated Recyclable Materials or Dual-stream Source Separated Recyclable Materials (separating Non-Organic Recyclables from SSBCOW)

Guidance: A Jurisdiction may allow plastic bags to be Collected in the Blue Container; and, SB 1383 Regulations do not place any requirements or limitations on the use of plastic bags in Blue Container Collection. Jurisdictions that allow plastic bags to be Collected in the Blue Container are not required by SB 1383 Regulations to obtain notice from the Approved/Designated Source Separated Recyclable Materials Processing Facility(ies) indicating that the facility can process and/or remove plastic bags when Processing Source Separated Recyclable Materials.

**Prohibited Materials:** Materials not designated as acceptable Source Separated Recyclable Materials, Excluded Waste

**Additional Service:**

 Base Level of Service (Optional): Multi-Family and Commercial Customers shall receive up to one (1) cubic yard equivalent per week of Source Separated Recyclable Materials Collection capacity at the Service Level of the Customer’s choosing at no additional charge to the Customer provided the Service Level requires no more than \_\_\_ pick-ups per week. Contractor shall provide Source Separated Recyclable Materials Collection at Service Levels greater than one (1) cubic yard equivalent per week to Multi-Family and Commercial Customers upon request, or as a result of a Service Level assessment described below, and shall charge the appropriate Rate approved by the Jurisdiction.

 Guidance: This optional example section is structured to require that the Contractor Collects a certain amount of material at no additional charge to Customers, and that the Customer pays for additional service above the base level of service. If the Jurisdiction prefers to charge Customers for all service, do not include this section.

 Special pick-ups (Optional): Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, shall be provided by Contractor at Jurisdiction-approved Rates.

**Other Requirements:**

New service (Optional): Contractor shall make contact with each and every Multi-Family and Commercial Customer in advance of the commencement of new Recyclable Material Collection Service to determine appropriate Container sizes and service frequency. New service shall be initiated for all Customers unless said Customers reside in Low-Population Areas or received physical space waivers.

 Service Level Assessment (Optional): If Contractor observes a situation in which a Service Level adjustment may be warranted for a Customer’s needs, compliance with SB 1383 Regulations, or to manage environmental impacts associated with Collection efficiency, Contractor may recommend a Service Level adjustment for the Customer to the Jurisdiction. The Jurisdiction will review the Customer’s Service Level and engage with Customer to make a final determination of appropriate Service Levels. If Service Level changes are warranted, Contractor shall adjust Service Levels within \_\_\_\_ (\_\_\_) days of request.

Container access (Optional)**:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers, and shall charge the Jurisdiction-approved Rate for such service. A push/pull of Containers up to \_\_\_\_\_ (\_\_) feet from the enclosure/Container location to the Collection vehicle and push/pull of the Container to its original location will be provided at no additional charge to the Customer.

 Contamination (Optional): Contractor may refuse to Collect a Blue Container that contains Prohibited Container Contaminants if Contractor complies with the contamination noticing process described in Section 6.2.1.C.5 of this Agreement. For Customers with repeated incidents of contamination, Contractor may assess a contamination processing fee in accordance with Section 6.2.1.C.4 of this Agreement. Guidance: Note that this section presents Contractor assessment of a “contamination Processing fee,” which is not required by the SB 1383 Regulations. The optional contamination Processing fee, if including, is intended to support additional Processing needed for contaminated materials. Notwithstanding the Jurisdiction enforcement requirements in SB 1383 Regulations (14 CCR Section 18995.1), 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. SB 1383 Regulations (14 CCR Section 18981.2(d)) also state that “nothing in this chapter [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”. If a Jurisdiction chooses not to assess contamination Processing fees or chooses to assess contamination penalties, this above subsection will need to be revised.

Plastic bags (Optional): Non-Organic Recyclables shall/may be separated from SSBCOW in Blue Containers through the use of plastic bags. Contractor shall allow/require Single-Family Customers to place Non-Organic Recyclables or SSBCOW in plastic bags and then place the bagged materials in their Blue Container for Collection. Contractor shall provide educational information to Customers on the types and color of plastic bags that are acceptable for the Blue Containers. Guidance: This plastic bag provision is provided to address cases in which jurisdictions want to have Non-Organic Recyclables (glass, metal, plastic, etc.) separated from Paper Products.

2. Mixed Waste Collection (Gray Container Collection)

Contractor shall Collect Mixed Waste placed in Contractor-provided Gray Containers not less than one (1) time per week from Multi-Family and Commercial Customers, excluding Customers in Low-Population Areas, and Transport all Mixed Waste to the Approved/Designated High Diversion Organic Waste Processing Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency. For Low-Population Areas, Contractor may Transport the Mixed Waste to an Approved/Designated Disposal Facility. Guidance: A Jurisdiction that qualifies for a low-population waiver may, but is not required to, have Contractor Transport Mixed Waste to a High Diversion Organic Waste Processing Facility. If Jurisdiction does not choose to use the High Diversion Organic Waste Processing Facility, Contractor shall Transport Mixed Waste to an Approved/Designated Disposal Facility. If a Jurisdiction has a waiver for one or more Low-Population Areas, Jurisdictions may choose to separately describe the SSGCOW or Mixed Waste Collection services to be provided by Contractor to support the Jurisdiction’s provision of its AB 1826 Organic Waste Recycling program in the Low-Population Areas and to support Multi-Family and Commercial Generator compliance with AB 1826 for those Generators that are covered by AB 1826 and located in the Low-Population Areas.

**Containers:** Carts, Bins, Drop Boxes, Compactors

**Container Sizes:** Sizes described in Container definitions

Contractor shall provide Multi-Family and Commercial Premises with Container(s) requested by the Customer.

**Container Type:** Single compartment

**Service Frequency:** Up to \_\_\_\_\_ (\_\_\_) times per week but not less than one (1) time per week for each Customer. The Contractor shall provide the specific Collection frequency within this range as requested by Customer.

Guidance: If the Jurisdiction’s Collection program has different specifications for weekend service, include those here or in another appropriate section of the Agreement.

**Service Location:** Curbside or other Customer-selected service location at the Multi-Family or Commercial Premises; Contractor shall charge Jurisdiction-approved Rates if the service location is greater than \_\_\_\_\_ (\_\_) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall provideon-Premises service at no additional charge for Multi-Family Customers with five (5) or more dwelling units.

**Acceptable Materials:** Mixed Waste

**Prohibited Materials:** Materials designated as acceptable Source Separated Recyclable Materials, Excluded Waste

**Additional Service:**

 Special pick-ups (Optional): Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, shall be provided by Contractor at Jurisdiction-approved Rates.

**Other Requirements:**

 New service (Optional): Contractor shall make contact with each and every Multi-Family and Commercial Customer in advance of the commencement of new Mixed Material Collection Service to determine appropriate Container sizes and service frequency. New service shall be initiated for all Customers unless said Customers reside in Low-Population Areas.

 Service Level Assessment (Optional): If Contractor observes a situation in which a Service Level adjustment may be warranted for a Customer’s needs, compliance with SB 1383 Regulations, or to manage environmental impacts associated with Collection efficiency, Contractor may recommend a Service Level adjustment for the Customer to the Jurisdiction. The Jurisdiction will review the Customer’s Service Level and engage with Customer to make a final determination of appropriate Service Levels. If Service Level changes are warranted, Contractor shall adjust Service Levels within \_\_\_\_ (\_\_\_) days of request.

 Container access (Optional)**:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers, and shall charge the Jurisdiction-approved Rates for such service. A push/pull of Containers up to \_\_\_\_\_ (\_\_) feet from the enclosure/Container location to the Collection vehicle and push/pull of the Container to its original location will be provided at no additional charge to the Customer.

 Plastic Bags for Additional Source Separation (Optional): Contractor may/shall allow/require Multi-Family and Commercial Customers to place Organic Waste; SSGCOW; Source Separated Food Waste; or insert other material types in bags for Collection in the Mixed Waste Gray Container.

Guidance: If the Jurisdiction’s Collection program specifies Source Separation of some materials within the Gray Container using bags, include the above section and modify it to specify the type(s) of materials that are Source Separated in bags. Note that SB 1383 Regulations do not place any requirements or limitations on the use of plastic bags in Gray Containers. If Jurisdiction’s Collection program requires the use of standardized bags (e.g., bags purchased through the Contractor, Jurisdiction, and/or retail suppliers), modify this Section to include that specification.

3. Commercial Container Sharing (Optional)

In special circumstances, for Customers with significant space limitations and upon approval by the Jurisdiction and the Contractor, the Contractor shall permit Commercial Customers to share Source Separated Recyclable Materials or Mixed Waste service with other geographically proximate Commercial Customers. Such shared service shall be performed, and billed, as if it were being provided to a single Customer, with the exception that the Contractor shall require all Customers sharing a single service account to identify a “Primary Responsible Party” which will serve as the singular point of contact for communication and billing from the Contractor and the Jurisdiction, along with a list of all addresses with which the Primary Responsible Party will share service.

Exhibit B.3 – Multi-Family and Commercial One-Container System
(Unsegregated Single-Container System)
(Gray Containers)

Guidance: Exhibit B.3 describes the implementation of a one-Container Collection system in which Multi-Family and Commercial Customers are provided one Container (Gray Container) for the commingled Collection of Mixed Waste. In addition to the Collection system described below, Jurisdictions may also incorporate an uncontainerized system for the Collection of Yard Trimmings. Uncontainerized systems are described in Exhibit A.4 and may be utilized under a three-, two-, or one-Container system.

1. Mixed Waste Collection (Gray Container Collection)

Contractor shall Collect Mixed Waste placed in Contractor-provided Gray Containers not less than one (1) time per week from Multi-Family and Commercial Customers, and shall Transport all Mixed Waste to the Approved/Designated High Diversion Organic Waste Processing Facility for Processing. Contractor shall provide service at the frequency requested by Customers, up to the maximum service frequency. For Low-Population Areas, Contractor may Transport the Mixed Waste to an Approved/Designated Disposal Facility. Guidance: A Jurisdiction that qualifies for a low-population waiver may, but is not required to, have Contractor Transport Mixed Waste to a High Diversion Organic Waste Processing Facility. If Jurisdiction does not choose to use the High Diversion Organic Waste Processing Facility, Contractor shall Transport Mixed Waste to an Approved/Designated Disposal Facility. If a Jurisdiction has a waiver for one or more Low-Population Areas, Jurisdictions may choose to separately describe the SSGCOW or Mixed Waste Collection services to be provided by Contractor to support the Jurisdiction’s provision of its AB 1826 Organic Waste Recycling program in the Low-Population Areas and to support Multi-Family and Commercial Generator compliance with AB 1826 for those Generators that are covered by AB 1826 and located in the Low-Population Areas.

**Containers:** Carts, Bins, Drop Boxes, Compactors

**Container Sizes:** Sizes described in Container definitions

Contractor shall provide Multi-Family and Commercial Premises with Container(s) requested by the Customer.

**Container Type:** Single compartment

**Service Frequency:**

 Up to \_\_\_ (\_\_\_) times per week but not less than one (1) time per week for each Customer. The Contractor shall provide the specific Collection frequency within this range as requested by Customer.

Guidance: If the Jurisdiction’s Collection program has different specifications for weekend service, include those here or in another appropriate section of the Agreement.

**Service Location:** Curbside or other Customer-selected service location at the Multi-Family or Commercial Premises; additional Jurisdiction-approved charges may apply if the service location is greater than \_\_\_\_\_ (\_\_) feet from the nearest point that a Collection vehicle can access from a paved surface.

Contractor shall provideon-Premises service at no additional charge for Multi-Family Customers with 5 or more dwelling units.

**Acceptable Materials:** Mixed Waste

**Prohibited Materials:** Excluded Waste

**Additional Service:**

 Special pick-ups (Optional): Special pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available by Contractor as a Jurisdiction-approved Rate.

**Other Requirements:**

New service (Optional): Contractor shall make contact with each and every Multi-Family and Commercial Customer in advance of the commencement of new Mixed Waste Collection Service to determine appropriate Container sizes and service frequency. New service shall be initiated for all Customers unless said Customers reside in Low-Population Areas.

Service Level Assessment (Optional): If Contractor observes a situation in which a Service Level adjustment may be warranted for a Customer’s needs, compliance with SB 1383 Regulations, or to manage environmental impacts associated with Collection efficiency, Contractor may recommend a Service Level adjustment for the Customer to the Jurisdiction. The Jurisdiction will review the Customer’s Service Level and engage with Customer to make a final determination of appropriate Service Levels. If Service Level changes are warranted, Contractor shall adjust Service Levels within \_\_\_\_ (\_\_\_) days of request.

 Plastic Bags for Additional Source Separation (Optional): Contractor may/shall allow/require Multi-Family and Commercial Customers to place Organic Waste; SSGCOW; SSBCOW; Source Separated Recyclable Materials; Source Separated Food Waste; or insert other material types specified for Collection in the Mixed Waste Gray Container in plastic bags for Collection.

 Guidance: If the Jurisdiction’s Collection program specifies Source Separation of some materials within the Gray Container using bags, include the above section and modify it to specify the type(s) of materials that are Source Separated in bags. Note that SB 1383 Regulations do not place any requirements or limitations on the use of plastic bags in Gray Containers. If Jurisdiction’s Collection program requires the use of standardized bags (e.g., bags purchased through the Contractor, Jurisdiction, and/or retail suppliers), modify this Section to include that specification.

 Container access (Optional)**:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and service Containers, and shall charge the Jurisdiction-approved Rate for such service. A push/pull of Containers up to \_\_\_\_\_ (\_\_) feet from the enclosure/Container location to the Collection vehicle and push/pull of the Container to its original location will be provided at no additional charge to the Customer.

2. Commercial Container Sharing (Optional)

In special circumstances for Customers with significant space limitations and upon approval by the Jurisdiction and the Contractor, the Contractor shall permit Commercial Customers to share Mixed Waste service with other geographically proximate Commercial Customers. Such shared service shall be performed, and billed, as if it were being provided to a single Customer, with the exception that the Contractor shall require all Customers sharing a single service account to identify a “Primary Responsible Party” which will serve as the singular point of contact for communication and billing from the Contractor and the Jurisdiction, along with a list of all addresses with which the Primary Responsible Party will share service.

Exhibit B.4 – Supplemental Multi-Family Programs

Guidance: The provisions in this Section are provided as example programs that are not required by SB 1383 Regulations. The following programs are optional and a Jurisdiction may choose not to include these programs in their franchise agreement. Note, if the Jurisdiction chooses to implement a Christmas Tree Collection program, SB 1383 Regulatory requirements will be triggered as the Christmas Tree Collection program entails the Collection and Processing of SSGCOW.

1. Bulky Item/Reusable Items Collection

Guidance: With regard to Collection of Organic Wastes through a Bulky Item/Reusable Items Collection program, Jurisdictions must comply with the Organic Waste requirements of the SB 1383 Regulations. Three options are presented here. Option 1: Allow separate set out of Yard Trimmings and SSBCOW by Customers and have Contractor separately Collect and Process these Organic Wastes. Option 2: Allow set out of Yard Trimmings and SSBCOW with other materials and have Contractor Collect all materials together for Processing at an Approved/Designated High Diversion Organic Waste Processing Facility for Processing. Option 3: Exclude Collection of all Organic Waste from the Bulky Item Collection program. Example provisions are provided below to address these options. Jurisdiction should also note that they may choose to specify that this service is not required in the Low-Population Areas.

For Option 1, Separate Collection of Organic Waste: Contractor shall Collect Bulky Items from Multi-Family Customers, excluding Customers in the Low-Population Areas (optional), upon request. Contractor shall Collect Bulky Items, Reusable Items, Yard Trimmings, Paper Products, and other Organic Wastes (amend list as needed) separately from other materials which have been placed for Collection. Contractor shall route Collection vehicles such that the Bulky Items and Reusable Items are Collected prior to all other materials placed for Collection, in a non-compacting vehicle, and in such a manner so as to preserve the materials for reuse. Contractor shall Transport such Bulky Items and Reusable Items to the appropriate Approved/Designated Facility for Reuse, Processing, or Disposal. Contractor shall Transport Yard Trimmings to the Approved/Designated Organic Waste Processing Facility for Processing. Contractor shall Transport Paper Products to the Approved/Designated Source Separated Recyclable Materials Processing Facility for Processing.

For Option 2, Commingled Collection of SSGCOW with Other Materials: Contractor shall Collect Bulky Items from Multi-Family Customers, excluding Customers in the Low-Population Areas (optional), upon request. Contractor shall Collect Bulky Items and Reusable Items separately from other materials which have been placed for Collection. Contractor shall route Collection vehicles such that the Bulky Items and Reusable Items are Collected prior to all other materials placed for Collection, in a non-compacting vehicle, and in such a manner so as to preserve the materials for reuse. Contractor shall Transport such Bulky Items and Reusable Items to the appropriate Approved/Designated Facility for Reuse, Processing, or Disposal. Contractor shall Collect all remaining materials and Transport the material to the Approved/Designated High Diversion Organic Waste Processing Facility for Processing.

For Option 3, Exclude Organic Waste: Contractor shall Collect Bulky Items and Reusable Items from Multi-Family Customers, excluding Customers in the Low-Population Areas (optional) upon request, and shall Transport all Collected materials to the appropriate Approved/Designated Facility for Reuse, Processing, or Disposal.

For Options 1, 2, and 3:

**Containers:** Not applicable

**Service Level:** Unlimited On-call Collection of Bulky Items and Reusable Items at per-item Rates approved by the Jurisdiction.

**Service Frequency:** Upon Customer request.

**Service Location:** Curbside or from designated location at the Multi-Family Premises mutually agreed upon between Contractor and the Property Owner or manager.

Contractor shall provideon-Premises service at no additional charge for Multi-Family Customers with five (5) or more dwelling units.

**Acceptable Materials:** Bulky Items, Reusable Items

**Prohibited Materials:**

 All other materials, Excluded Waste or any single item (e.g. large auto parts, etc.) that exceeds sixty (200) lbs. in weight. Option 3: Add Organic Waste to this list of prohibited materials.

**Additional Service:** Not applicable

**Other Requirements:**

Contractor shall provide the service to the Customer within five (5) Working Days of the Customer’s requested service date, as mutually agreed upon by the Customer and Contractor.

2. Christmas Tree Collection

During the month of January of each year, or as otherwise approved by the Jurisdiction Contract Manager, Contractor shall Collect Christmas trees from Multi-Family Customers, excluding Customers in Low-Population Areas, on dates as arranged by the Contractor and each Multi-Family Property Owner or manager. Contractor shall offer each Multi-Family Property Owner or manager the option to receive Christmas tree Collection service in Bins or Drop Boxes, which Contractor shall provide for such service. Contractor shall also offer each Multi-Family Property Owner or manager the option to receive un-containerized Christmas tree Collection service Curbside, or from designated location at the Multi-Family Premises mutually agreed upon between Contractor and the Property Owner or manager. Contractor shall Collect from Multi-Family Customers un-flocked, and undecorated holiday trees that are placed at the designated Collection location during the agreed-upon time period. Christmas tree Collection services shall be provided at no additional charge to the Jurisdiction or the Customer. Contractor may require that Christmas trees be cut into sections no greater than six feet (6’). Contractor shall deliver all Collected Christmas trees to the Approved/Designated Organic Waste Processing Facility for Processing. Christmas trees that are flocked shall be Collected, but may be delivered to the Approved/Designated Disposal Facility at the discretion of the Contractor. Christmas trees that contain tinsel or other decorations, or are attached to a tree stand are not required to be Collected; however, Contractor shall affix a non-Collection notice to the tree informing the Customer of the reason(s) for non-Collection.

Exhibit C – Jurisdiction Services

Guidance: The following programs are optional and may not be programs that every Jurisdiction chooses to include in its franchise agreement. Note that if Jurisdictions choose to implement the “On-Call Clean Up Service” or the “Recycling Drop-Off Events” and the programs involve the Collection of Yard Trimmings, SB 1383 Regulatory requirements will be triggered as the programs entail the Collection and Processing of SSGCOW.

If the Jurisdiction has non-exclusive franchise agreements, this Exhibit is not likely to be included. The Jurisdiction would separately contract with one of the non-exclusive franchise haulers to provide Jurisdiction services.

C.1 Collection Services for Jurisdiction Facilities

Contractor shall Collect Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste/Mixed Waste (if a two-Container system insert: Source Separated Recyclable Materials and Mixed Waste or SSGCOW and Mixed Waste; if a one-Container system, insert: Mixed Waste), from Jurisdiction facilities in the same manner as those services are provided to Commercial Customers in accordance with Exhibit B. Contractor shall provide service to all existing Jurisdiction facilities identified in Table 1 of this Exhibit as well as any future Jurisdiction facilities established after the Commencement Date, and the cost of providing such service shall be an allowable cost of business, included in the adjustment of Rates as described in Article 10 of this Agreement. Contractor shall provide these services at no additional charge to the Jurisdiction.

C.2 Public Litter and Recycling Container Service

Guidance: Note that the SB 1383 Regulatory requirements for Organic Waste Collection are not applicable to public litter Containers.

Contractor shall provide Collection, Transportation, Processing, or Disposal service to all public litter containers and public Recycling containers in place or placed by the Jurisdiction on sidewalks, at bus stops, in parks, and at other Jurisdiction properties as listed in Table 2 in this Exhibit. The frequency of Collection is designated by the Jurisdiction in Table 2 for each location.

C.3 Special Events Collection Service

Contractor shall provide Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste services in accordance with Section 5.13. The special events are listed in Table 3.

Guidance: This Section C.3 provides an example of a three-stream Collection system for special 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 the Section as needed.

Table 1
Jurisdiction Facilities

Guidance: Insert a table listing all Jurisdiction facilities to receive Contractor-Provided Collection service and the service address and Service Level for each facility.

Table 2
Public Litter and Recycling Containers

Guidance: Insert a table listing the locations of Jurisdiction’s public litter and public Recycling Containers to receive Contractor-Provided Collection service and the number of containers and service frequency for each location.

Table 3
Special Events

Guidance: Insert a table listing special events to receive Contractor-Provided Collection service and the date, location, number of days, and Service Level for each special event.

Exhibit D – C&D Services

Guidance: Contract language in this Exhibit is provided as an example only. Jurisdictions may prefer to use provisions of their current Agreement, add provisions to those provided below, or negotiate new provisions.

D.1 General

Contractor shall Collect C&D from Customers that voluntarily subscribe to its Collection services. Contractor shall charge Customers for C&D Collection services at Jurisdiction-Approved Rates. Guidance: For a non-exclusive franchise agreement, replace the last sentence with the following: “Contractor shall charge Customers for C&D Collection services at Rates agreed upon by Customers and Contractor”.

D.2 Acceptable Material

Contractor may Collect C&D from C&D Collection Sites provided such material results from construction, remodeling, repair, or demolition operations. C&D may also include rocks, soils, tree remains, and other Yard Trimmings, which results from land clearing or land development operations in preparation for construction. C&D may be mixed materials delivered to an Approved/Designated C&D Processing Facility for C&D Recycling; Source Separated C&D materials Collected for Recycling; and/or Source Separated Salvageable Materials Collected for salvage and Reuse. C&D may contain only de minimis amounts of Solid Waste generated at the C&D Collection Sites. Contractor may Transport Source Separated Recyclable Materials, such as cardboard and metals, and Yard Trimmings, from the C&D Collection Sites, if the materials result from the construction, remodeling, repair, or demolition work at the C&D Collection Sites.

D.3 Transport, Processing, and Disposal

Contractor shall deliver mixed C&D Collected from C&D Collection Sites to an Approved/Designated C&D Processing Facility for Processing and such Processing shall comply with requirements prescribed in Exhibit E. Source Separated Recyclable C&D materials Collected in accordance with this Exhibit D, Section D.2 above, may be delivered to Approved C&D Processing Facilities or specialty recyclers (such as parties that accept Source Separated Recyclable Materials including cardboard, metals, Yard Trimmings, and Inerts, for Recycling or Reuse) for Reuse, salvage, Recycling, Composting, and other activities that reduce Disposal. Contractor shall deliver Source Separated Salvageable Materials to parties for Reuse through donation or sale of materials.

D.4 Container Types and Collection Frequency

Contractor may offer Customers various size Bins and Roll-Off Boxes for Collection of C&D. The C&D Containers shall conform to requirements of Section 7.5.A of this Agreement. Contractor shall Collect the C&D at a frequency agreed upon by the Customer.

D.5 C&D Recycling Requirements

Contractor shall comply with the following requirements.

A. Comply with Jurisdiction’s Construction and Demolition Debris requirements of Jurisdiction Municipal Code Section \_\_\_.

B. Comply with C&D Processing requirements specified in Exhibit H.

D.6 Education Information

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

D.7 Record Keeping and Reporting

Contractor shall separately document the following information for each C&D Collection Site: (1) Tonnage of C&D Collected; (2) Tonnage of C&D delivered to each Approved/Designated C&D Processing Facility, specialty recyclers, and/or Reuse or salvage operations or locations where C&D was delivered for Processing or Reuse; and, (3) calculation of the project-specific Diversion level (Tons of C&D Recycled, Reused, or salvaged divided by Total Tons of C&D Collected). Contractor shall submit C&D Tonnage information and other data pursuant to Exhibit G of the Agreement. Contractor shall provide each Customer with documentation necessary for the Customer to meet the requirements of the Jurisdiction’s C&D ordinance (Jurisdiction Code Section \_\_\_).

EXHIBIT E – Processing, Transfer, and Disposal Services and Facility Standards

Guidance: This Exhibit is only necessary for franchise agreements that require Contractor to provide or arrange Facilities for Transfer, Processing, and/or Disposal services. If the Jurisdiction provides all Facilities or contracts directly with Facility operators, this Exhibit is not needed. Note that this Exhibit describes that the Contractor will provide all Facilities needed for Discarded Materials. If Contractor provides, some, but not all Facilities, the Exhibit will need to be amended to retain only the sections relevant to Contractor-provided Facilities. If Jurisdiction has additional material streams to be Processed by Contractor beyond those addressed in this Exhibit such as separate Processing of SSBCOW, Non-Organic Recyclables, and Food Waste, this Exhibit shall be modified to included provisions related to Processing such materials.

Contractor has selected and arranged for Discarded Materials to be Transported to Approved Facilities for Transfer, Processing, and/or Disposal in accordance with this Exhibit. The Approved Facilities shall comply with the standards specified in this Exhibit. Pursuant to Section 6.1.F of the Agreement, 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 Facility operator of such Approved Facility(ies) and the requirements of Section 6.1 of the Agreement and this Exhibit shall pertain to the Subcontractor(s).

Note that Contractor, by definition in Article 1 of the Agreement, includes Affiliates, DBAs, and Subcontractors. As a result, requirements of Section 6.1 of the Agreement and this Exhibit shall pertain to Affiliate(s) and Subcontractors providing Facility-related services.

E.1 General Requirements

A. **Overview.** Contractor agrees to Transport Discarded Materials it Collects in the Jurisdiction to an appropriate Approved Facility(ies) for Transfer, Processing, or Disposal, as applicable for each type of Discarded Material. As of the Commencement Date of this Agreement, the Approved Facilities, which were selected by Contractor and reviewed and approved by the Jurisdiction, are listed in the table on the following page and in the definitions in Article 1 of this Agreement. Contractor will perform all Transfer, Processing, and Disposal services at Approved Facilities in accordance with Applicable Law, standard industry practice, and specifications and other requirements of this Agreement.

**Approved Facilities**

Guidance: Amend table to delete Facility types that Contractor is not providing through this Agreement.

| Material Type | Approved Transfer Facility (if applicable) | Approved Facility (Processing and/or Disposal Facility) | Description of Processing Methodology (Transfer/Processing Facility, composting Facility, in-vessel digestion, etc.) |
| --- | --- | --- | --- |
| Source Separated Recyclable Materials (a) | Insert Transfer Facility name, Solid Waste Information System (SWIS) number, owner/Facility operator, and address | Approved Source Separated Recyclable Materials Processing Facility:Insert facility name, Solid Waste Information System (SWIS) number, owner/Facility operator, and address |  |
| Yard Trimmings(If Processed separately from other SSGCOW) | Insert Transfer Facility name, SWIS number, owner/Facility operator, and address | Approved Organic Waste Processing Facility or insert Yard Trimmings-specific Processing Facility: Insert facility name, SWIS number, owner/Facility operator, and address |  |
| Food Waste(If Processed Separately from other SSGCOW) | Insert Transfer Facility name, SWIS number, owner/Facility operator, and address | Approved Organic Waste Processing Facility or insert Food Waste-specific Processing Facility :Insert facility name, SWIS number, owner/Facility operator, and address |  |
| SSGCOW (a) | Insert Transfer Facility name, SWIS number, owner/Facility operator, and address | Approved Organic Waste Processing Facility:Insert facility name, SWIS number, owner/Facility operator, and address |  |
| Mixed Waste (b) | Insert Transfer Facility name, SWIS number, owner/Facility operator, and address | Approved High Diversion Organic Waste Processing Facility:Insert facility name, SWIS number, owner/Facility operator, and address |  |
| Gray Container Waste | Insert Transfer Facility name, SWIS number, owner/Facility operator, and address | Approved Disposal Facility:Insert facility name, SWIS number, owner/Facility operator, and address |  |
| C&D | Insert Transfer Facility name, SWIS number, owner/Facility operator, and address | Approved C&D Processing Facility:Insert facility name, SWIS number, owner/Facility operator, and address |  |

(a) Guidance: If a Jurisdiction is relying on the Performance-Based Compliance Approach under the SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 17), Source Separated Recyclable Materials and SSGCOW must be transported to the Approved Source Separated Recyclable Materials Processing Facility and Approved Organic Waste Processing Facility that meet the definition of a “Designated Source Separated Organic Waste Processing Facility” as defined in the SB 1383 Regulations (14 CCR Section 18982(a)(14.5)).

(b) Guidance: For two- and one-Container Collection systems and three-Container systems in which Organics Waste, such as Food Waste, is allowed for Collection in the Gray Containers, Mixed Waste must be delivered to a “High Diversion Organic Waste Processing Facility” as defined in the SB1383 Regulations (14 CCR Section 18982(a)(33)).

*{Remainder of page intentionally blank}*

B. **Facility** **Capacity Guarantee**. Contractor shall guarantee sufficient capacity over the Term of this Agreement to Transfer (if applicable), Transport, and Process all Source Separated Recyclable Materials, Yard Trimmings, Food Waste, SSGCOW, Mixed Waste, and C&D Collected under this Agreement and to Transfer (if applicable), Transport, and Dispose all Gray Container Waste Collected under this Agreement. Contractor shall cause the Approved Facility(ies) to recover or Process the Discarded Materials as appropriate; market the Source Separated Recyclable Materials, SSGCOW, Yard Trimmings, Food Waste, Mixed Waste, and C&D recovered from such operations; and Dispose of Residue. Contractor shall cause Approved Facility(ies) for Disposal to Dispose of Gray Container Waste. Contractor shall provide the Jurisdiction, upon request, with documentation demonstrating the availability of such Transfer (if applicable), Transport, Processing, and Disposal capacity as described below.

1. Option 1, Contractor or Affiliate is owner of Approved Facilities: Jurisdiction may request that Contractor report aggregate Facility capacity committed to other entities through Contractor’s contracts. Jurisdiction, or its agent, will have the right to seek verification of Contractor’s reported aggregate capacity through inspection of pertinent sections of Contractor’s contracts with such entities to determine the duration of Contractor’s commitment to accept materials from such entities and the type and volume of materials Contractor is obligated to accept through the contracts. In addition, Jurisdiction, or its agent, will have the right to review Tonnage reports documenting the past three (3) years of Tonnage accepted at the Approved Facility(ies) by such entities. To the extent allowed by law, Jurisdiction, or its agent(s), agree to maintain the confidentiality of the information reviewed related to the individual contracts with other contracting entities and agree to review all related material at the Contractor’s office and will not retain any copies of reviewed material. Contractor will fully cooperate with the Jurisdiction’s request and provide Jurisdiction and its agent(s) or access to Contractor’s records.

2. Option 2, Contractor’s Subcontractor is the owner and/or operator of Approved Facilities: Upon Jurisdiction request, Contractor shall demonstrate that such capacity is available and allocated to the Jurisdiction by provision of its agreement with the Approved Facility(ies) owner(s)/operator(s) (Subcontractor(s)) documenting the Subcontractor’s guarantee to accept the Discarded Materials Contractor delivers over the Term of this Agreement or \_\_\_\_\_\_\_\_\_\_ (insert other duration acceptable to Jurisdiction).

C. **Equipment and Supplies**. Contractor shall equip and operate the Approved Facilities in a manner to fulfill Contractor’s obligations under this Agreement, including achieving all applicable standards for Landfill Disposal reduction, Recycling, recovery, Diversion, Residue amount and content, and final product quality standards. Contractor is solely responsible for the adequacy, safety, and suitability of the Approved Facilities. Contractor shall modify, enhance, and/or improve the Approved Facilities as needed to fulfill service obligations under this Agreement, at no additional compensation from the Jurisdiction or Rates charged to Customers.

Contractor shall provide all rolling stock, stationary equipment, material storage Containers, spare parts, maintenance supplies, Transfer, Transport, and Processing equipment, and other consumables as appropriate and necessary to operate the Approved Facilities and provide all services required by this Agreement. Contractor shall place the equipment in the charge of competent equipment operators. Contractor shall repair and maintain all equipment at its own cost and expense.

D. **Facility Permits**. Contractor or Facility operator shall keep all existing permits and approvals necessary for use of the Approved Facility(ies), in full regulatory compliance. Contractor, or Facility operator, shall, upon request, provide copies of permits or other approvals and/or notices of violation of permits to the Jurisdiction.

E. **Transfer Facility**. At Contractor’s option, Contractor may rely on a Transfer Facility and, in such case, shall Transport some or all Discarded Materials to an Approved Transfer Facility. At the Transfer Facility, Discarded Materials shall be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved Facility(ies) for Processing or Disposal, as applicable for each type of Discarded Material, in a timely manner and in accordance with Applicable Law. Contractor or Subcontractor shall perform the following pre-Processing activities at the Approved Transfer Facility: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Guidance: Transfer directly to Disposal only applies to Transfer of Gray Container Waste and not Mixed Waste, SSGCOW, or Source Separated Recyclable Materials, which must be Processed.

If Contractor delivers some or all Discarded Materials to a Transfer Facility, it shall receive assurances from Facility operator that Facility operator will Transport or arrange for Transport of the Discarded Materials to appropriate Approved Facility(ies) for Processing or Disposal, as applicable for each type of Discarded Material. In such case, Contractor shall receive written documentation from the Facility operator(s) of the Facilities used for Processing and Disposal of Discarded Materials, as applicable for each type of Discarded Material. Contractor shall pay all costs associated with Transport, Transfer, Processing, and/or Disposal of all Discarded Materials Collected in accordance with this Agreement, including marketing of recovered materials and Disposal of all Residue. Guidance: Transfer directly for Disposal only applies to Gray Container Waste and not Mixed Waste, SSGCOW, or Source Separated Recyclable Materials, which must be Processed.

Contractor shall comply with separate handling requirements in this Exhibit E, Section E.2.B.

Guidance: If a Transfer Facility is not used for Transfer of any Discarded Materials, this Exhibit E, Section E.1.E shall be deleted.

F. **Contractor-Initiated Change in Facility(ies)**. Contractor may change its selection of one or more of the Approved Facility(ies) following Jurisdiction Contract Manager’s written approval, which may be conditioned on various factors including, but not limited to: the performance of the current versus proposed Facility, the permitting status of and LEA inspection records related to the proposed Facility, the distance of the Facility from the Jurisdiction, and any other factor that may reasonably degrade the value received by the Jurisdiction. If Contractor elects to use a Facility(ies) that is(are) not listed on the then-current list of Approved Facility(ies) in this Exhibit, it shall submit a written request for approval to the Jurisdiction \_\_\_\_\_ (\_\_\_) days prior to the desired date to use the Facility and shall obtain the Jurisdiction’s written approval prior to use of the Facility. Contractor’s compensation and Rates shall not be adjusted for a Contractor-initiated change in Facilities. Guidance: If non-exclusive franchise agreement, delete the last sentence.

G. **Notification of Emergency Conditions**. Each Approved Facility shall notify the Jurisdiction of any unforeseen operational restrictions that have been imposed upon the Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent the Facility from Processing the Discarded Materials Collected under this Agreement. Contractor shall notify the Jurisdiction in accordance with Section 6.8.C of the Agreement.

H. **Approved Facility Unavailable/Use of Alternative Facility**. If Contractor is unable to use an Approved Facility due to a sudden unforeseen closure of the Facility or other emergency condition(s) described in this Exhibit E, Section E.1.G, Contractor may use an Alternative Facility provided that the Contractor provides verbal and written notice to the Jurisdiction Contract Manager/Director and receives written approval from the Jurisdiction Contract Manager/Director at least twenty-four (24) hours prior to the use of an Alternative Facility to the extent reasonably practical given the nature of the emergency or sudden closure. The Contractor’s written notice shall include a description of the reasons the Approved Facility is not feasible and the period of time Contractor proposes to use the Alternative Facility. As appropriate for the type of Discarded Materials to be delivered to the Alternative Facility, the Alternative Facility shall meet the applicable Facility standards in this Agreement and shall be sent to: (i) an allowable Facility, operation, or “Organic Waste Recovery Activity” as defined in 14 CCR Section 18982(a)(49) and not subsequently used in a manner deemed to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a); (ii) a High Diversion Organic Waste Processing Facility (for two- and one-Container systems and three- and three-plus Container systems in which Organics Waste, such as Food Waste, is allowed for Collection in the Gray Containers); (iii) a “Designated Source Separated Organic Waste Processing Facility” pursuant to 14 CCR Section 18982(a)(14.5) for Source Separated Recyclable Materials and SSGCOW (for Jurisdictions using the Performance-Based Compliance Approach per SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 17)); (iv) a Transfer Facility; or, (v) a Disposal Facility. If Contractor is interested in using a Facility or activity not listed above and not specifically identified in 14 CCR Section 18983.1(b), the Contractor shall be responsible for securing the approvals from CalRecycle pursuant to 14 CCR Section 18983.2 that the Facility’s Process or technology constitutes a reduction of Landfill Disposal pursuant to 14 CCR Section 18983.1(a) prior to the Jurisdiction’s final approval of such Facility or activity.

If any Approved Facility specified in this Exhibit becomes unavailable for use by Contractor for Discarded Materials Collected in the Jurisdiction for a period of more than \_\_\_\_\_ (\_\_\_\_) days, Jurisdiction may designate an Alternative Facility pursuant to Section 4.4 of this Agreement. The Parties agree that an Approved Facility shall only be deemed to be “unavailable” if one or more of the following has occurred: (i) a Force Majeure event/Uncontrollable Circumstance as described in Article 12 of this Agreement has occurred; (ii) a Facility has lost one or more permits to operate; (iii) a Facility has exhibited a pattern of violation through the receipt of repeated notices of violation from one or more regulatory agencies. Further, the Parties agree that a Facility shall only be deemed to be “unavailable” if the lack of availability of the Facility is not due to Contractor’s negligence, illegal activity, neglect, or willful misconduct. At Jurisdiction’s request, Contractor shall research and propose Alternate Facility(ies) for the impacted Discarded Material(s), and shall submit a written analysis and recommendation to the Jurisdiction within \_\_\_\_\_ (\_\_\_\_) days concerning the cost for use of Alternative Facility(ies) and any logistical changes that would be required to utilize such Alternative Facility(ies). Jurisdiction and Contractor will discuss the advantages and disadvantages of use of the potential Alternative Facility(ies) and Jurisdiction will designate the approved Alternative Facility(ies). The decision of the Jurisdiction shall be final. The change in Facility shall be treated as Jurisdiction-directed change in scope pursuant to Section 4.4 of this Agreement.

In the event an Approved Facility becomes unavailable due to the negligence, illegal activity, neglect, or willful misconduct of Contractor, Contractor shall bear all additional costs for use of an Alternative Facility including increased Processing costs, Disposal Costs, Transportation costs, Transfer costs, and all other costs.

The table listing Approved Facilities in this Exhibit shall be modified accordingly to reflect the new Jurisdiction-Approved Facility(ies).

If Contractor is not the owner of the new Approved Facility, Contractor shall enter into a Subcontract agreement with the Facility operator of the Alternative Facility to require compliance with the requirements of Section 6.1 of this Agreement and this Exhibit unless Jurisdiction Contract Manager/Director waives one or more requirements.

I. **Discarded** **Materials Monitoring/Waste Evaluation Requirements**. Contractor shall conduct material sampling, sorting, and waste evaluations of various material streams as further described in this Exhibit E, Section E.6 to meet or exceed SB 1383 Regulatory requirements.

J. **Compliance with Applicable Law**. Contractor (including its Affiliates and Subcontractors) warrants throughout the Term that the Approved Facilities are respectively authorized and permitted to accept Discarded Materials in accordance with Applicable Law and are in full compliance with Applicable Law.

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

L. **Inspection and Investigations**. An authorized Jurisdiction employee or agent shall be allowed to enter each Facility during normal working hours in order to conduct inspections and investigations in order to examine Facility operations; Processing activities; contamination monitoring; material sampling and sorting activities, including inspection of end-of-line materials after sorting; and records pertaining to the Facility in order to assess compliance with this Agreement, to understand protocols and results, and conduct investigations, if needed. Contractor shall permit Jurisdiction or its agent to review or copy, or both, any paper, electronic, or other records required by Jurisdiction.

E.2 Processing Standards

A. **Recovery** **Required**. Contractor agrees to Transport and deliver all Source Separated Recyclable Materials, SSBCOW, SSGCOW, Mixed Waste, and C&D Collected under this Agreement to an Approved Facility for Processing as applicable for each material type. Contractor shall conduct Processing activities for all Source Separated Recyclable Materials, SSBCOW, SSGCOW, Mixed Waste, and C&D to recover Recyclable materials and Organic Waste to reduce Disposal. The Processing shall be performed in a manner that minimizes Disposal to the greatest extent practicable and complies with Applicable Law, including SB 1383 Regulations. Pursuant to Sections 6.8.E and 6.8.F of this Agreement, Contractor may Dispose of Organic Waste from homeless encampments and illegal disposal sites and quarantined Organic Waste rather than Process such materials.

B. **Separate Handling Requirements**

1. Contractor shall keep Source Separated Recyclable Materials, SSBCOW, SSGCOW, Mixed Waste, and C&D separate from each other and separate from other any other material streams and shall Process the materials separately from each other.

2. Pursuant to 14 CCR Section 17409.5.6(a)(1), Remnant Organic Material separated from the Gray Container Waste for recovery can be combined with Organic Waste removed from the SSGCOW for recovery once the material from the SSGCOW has gone through the Organic Waste recovery measurement protocol described in 14 CCR Sections 17409.5.4 and 17409.5.5. Guidance: This provision only applies to three- and three-plus Container systems that prohibit placement of Organic Waste in the Gray Containers. Delete this subsection B.2 for two-Container and one-Container systems and three- and three-plus Container system in which Organic Waste, such as Food Waste, is allowed for Collection in the Gray Containers.

3. Pursuant to 14 CCR Section 17409.5.6(b), SSBCOW, SSGCOW, and Organic Waste removed from Mixed Waste for recovery shall be:

a. Stored away from other activity areas in specified, clearly identifiable areas as described in the Facility Plan or Transfer/Processing Report (which are defined in 14 CCR); and,

b. Removed from the Facility consistent with 14 CCR Section 17410.1 and either:

i. Transported only to another Facility or operation for additional Processing, composting, in-vessel digestion, or other recovery as specified in this Exhibit E, Section E.2.E; or,

ii. Used in a manner approved by local, State, and federal agencies having appropriate jurisdiction.

C. **Residue Disposal**. Contractor shall be responsible for Disposal of Residue from Processing activities at its own expense and may select the Disposal Facility(ies) to be used for such purpose.

D. **Processing Facility** **Residue Guarantees**. Guidance: Franchise agreements often include Processing Facility Residue guarantees. Jurisdictions shall include provisions of the current franchise agreement here (subject to review and revision), shall exclude requirements, or shall prepare new provisions. At a minimum, Jurisdictions may want to include the following provision to obtain Residue reporting.

Upon request of the Jurisdiction, Contractor shall provide a certified statement from the Facility operator documenting its Residue level. The Residue level shall be calculated separately for each material type and for each Approved Facility used for Recycling and Processing. The Residue level calculation method shall be reviewed and approved by the Jurisdiction.

E. **Source Separated Recyclable Materials Processing Standards (Three-, Three-plus, and Two-Container Blue/Gray Systems Only; Standard Compliance Approach only)**

Contractor shall arrange for Processing of all Source Separated Recyclable Materials at a Facility that recovers materials designated for Collection in the Blue Container and in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a), which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as Alternative Daily Cover (ADC) or Alternative Intermediate Cover (AIC).

F. **SSGCOW Processing Standards (Three-, Three-plus, and Two-Container Green/Gray Systems Only; Standard-Compliance only)**

1. Contractor shall arrange for Processing of all SSGCOW at a Facility that recovers Source Separated Organic Waste and in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a) which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as Alternative Daily Cover (ADC) or Alternative Intermediate Cover (AIC). Contractor’s compliance with the ADC and AIC prohibition shall occur no later than January 1, 2020, in recognition of AB 1594, under which Yard Trimmings and green material used ADC shall not constitute diversion as of that date.

2. Contractor shall arrange for SSGCOW Processing at an Approved Organic Waste Processing Facility that meets one or more of the following criteria, and such Facility or operation is capable of and permitted to accept and recover the types of Organic Wastes included in the SSGCOW:

a. A “Compostable Material Handling Operation or Facility” as defined in 14 CCR Section 17852(a)(12); small composting facilities that are otherwise excluded from that definition; or Community Composting as defined in 14 CCR Section 18982(a)(8). The compostable materials handling operation or Facility shall, pursuant to 14 CCR Section 17867(a)(16), demonstrate that the percentage of Organic Waste in the materials sent to Disposal is:

i. On and after January 1, 2022, less than 20 percent (20%); and,

ii. On and after January 1, 2024, less than 10 percent (10%).

b. An “In-vessel Digestion Operation or Facility” as defined in 14 CCR Section 17896.5. The in-vessel digestion facility or operation shall, pursuant to 14 CCR Section 17896.44.1, demonstrate that the percentage of Organic Waste in the materials sent to Disposal is:

i. On and after January 1, 2022, less than 20 percent (20%); and,

ii. On and after January 1, 2024, less than 10 percent (10%).

c. A “Biomass Conversion Operation” as defined in Section 40106 of the California Public Resources Code.

d. Soil amendment for erosion control, revegetation, slope stabilization, or landscaping at a Landfill, that is defined as a reduction in Landfill Disposal pursuant to 14 CCR Section 18983.1(b)(5).

e. Land application of compostable materials consistent with 14 CCR Section 17852(a)(24.5) and subject to the conditions in 14 CCR Section 18983.1(b)(6).

f. Lawful use as animal feed, as set forth in California Food and Agricultural Code Section 14901 et seq. and Title 3, Division 4, Chapter 2, Subchapter 2 commencing with 14 CCR Article 1, Section 2675.

g. Other operations or facilities with processes that reduce short-lived climate pollutants that are approved by the State in accordance with 14 CCR Section 18983.2.

If Contractor is interested in using an operation, Facility, or activity not expressly identified above and not specifically identified in 14 CCR Section 18983.1(b) for SSGCOW Processing, 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 pursuant to 14 CCR Section 18983.1(b)(8) prior to the Jurisdiction’s final approval of such operation, Facility, or activity.

3. Preparation of Materials for Processing. The Contractor shall be responsible for preparing materials for Processing at the Approved Organic Waste Processing Facility, which shall include, but is not limited to, removal of visible physical contaminants such as plastic, glass, metal, and chemicals prior to size reduction.

4. “Overs” Management. The Jurisdiction may require that at no cost to the Jurisdiction, the Contractor conduct and provide Jurisdiction-specific Organic Waste Processing Residue and “overs” composition data to the Jurisdiction reflecting then-current conditions and using a sampling protocol acceptable to the Jurisdiction, in its reasonable discretion. In the event that the composition of “overs” includes appreciable quantities (over \_\_\_%) of Organic Waste, as determined by Contractor’s waste evaluation or visual assessment by the Jurisdiction, the Contractor shall immediately inform the Jurisdiction Contract Manager and propose a strategy for reducing the “overs” level. At the Contractor’s expense, Contractor shall implement the “overs” management strategy within \_\_\_\_ (\_\_\_) working days of Jurisdiction approval. Such a strategy may include having the Approved Organic Waste Processing Facility re-grind large woody “overs” (after removal of contaminants) and reintroduce the ground “overs” into the composting process in order to increase the recovery of that material and reduce the Organic Waste contained in the materials sent to Disposal, or may include an alternative approach approved by the Jurisdiction.

5. Limits on Incompatible Materials in Recovered Organic Waste

a. Limits. Except as described in this Exhibit E, Section E.2.F.5.c, Contractor’s Transfer/Processing Facility or operation shall only send offsite that Organic Waste recovered after Processing the SSGCOW that meets the following requirements or as otherwise specified in 14 CCR Section 17409.5.8(a):

i. On and after January 1, 2022 with no more than 20 percent (20%) of Incompatible Material by weight; and,

ii. On and after January 1, 2024 with no more than 10 percent (10%) of Incompatible Material by weight.

b. Measurement. Contractor shall measure the actual levels of Incompatible Materials in accordance with procedures described in 14 CCR Section 17409.5.8(b).

c. Exceptions. The limits in this Exhibit E, Section E.2.F.5.a shall not apply to the recovered Organic Waste sent offsite from the Transfer/Processing Facility or operation, if the Contractor sends the recovered Organic Waste from the Transfer/Processing Facility or operation to one or more of the following types of Facilities that will further Process the Organic Waste, or as otherwise specified in 14 CCR Section 17409.5.8(c):

i. A Transfer/Processing Facility or operation that complies with this Exhibit E, Section E.2.F.5.a;

ii. A compostable materials handling facility or operation that, pursuant to 14 CCR Section 17867(a)(16), demonstrates that the percentage of Organic Waste in the materials sent to Disposal is:

(A) On and after January 1, 2022, less than 20 percent (20%); and,

(B) On and after January 1, 2024, less than 10 percent (10%).

iii. An in-vessel digestion Facility or operation that, pursuant to 14 CCR Section 17896.44.1, demonstrates that the percentage of Organic Waste in the materials sent to Disposal is:

(A) On and after January 1, 2022, less than 20 percent (20%); and,

(B) On and after January 1, 2024, less than 10 percent (10%).

iv. An activity that meets the definition of a recycling center as described in 14 CCR Section 17402.5(d).

G. **Source Separated Recyclable Materials Processing Facility and Composting** **Facility Requirements (Performance-Based Compliance Only)**

Guidance: This provision is to be included in franchise agreements for Jurisdictions relying on the Performance-Based Compliance Approach per SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 17). For the Performance–Based Compliance Approach, Source Separated Recyclable Materials shall be Processed at an Approved Source Separated Recyclable Materials Processing Facility that recovers materials designated for Collection in the Blue Container. The SSGCOW shall be Processed at an Approved Organic Waste Processing Facility that meets SB 1383 Regulatory definition of a “Designated Source Separated Organic Waste Facility” in 14 CCR Section 18982(a)(14.5), which includes “transfer/processor” facilities as defined in 14 Section 18815.2(a)(62) and “composting operations” or “composting facilities” as defined within 14 CCR Section 18815.2(a)(13) that meet performance requirements stated in subsection 2 below. Note that the definition of composting operations and composting Facilities includes in-vessel digestion operations and Facilities.

This provision addresses these requirements and provides language to address a circumstance in which the Facility(ies) does not meet the compliance requirements.

1. Contractor shall arrange for Processing of all Source Separated Recyclable Materials at a Facility that recovers materials designated for Collection in the Blue Container and in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a), which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as Alternative Daily Cover (ADC) or Alternative Intermediate Cover (AIC).

2. Contractor shall arrange for Processing of all SSGCOW at a “Designated Source Separated Organic Waste Processing Facility” as defined in 14 CCR Section 18982(a)(14.5). Contractor shall guarantee that the Approved Organic Waste Processing Facility shall meet or exceed the Facility requirements and performance standards as specified in the definition of a “Designated Source Separated Organic Waste Processing Facility” in 14 CCR Section 18982(a)(14.5), including complying with one of the following:

(a) The facility is a “transfer/processor,” as defined in 14 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 fifty percent (50%) between January 1, 2022 and December 31, 2024 and seventy-five percent (75%) on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the SSGCOW.

(b) 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 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 17896.57.

3. For SSGCOW Processed at the Approved Organic Waste Processing Facility, Contractor shall determine the quarterly percentage of Organic Waste contained in the materials sent to Disposal using the calculation method described in 14 CCR Section 17867(a)(16) or 14 CCR Section 17896.44.1, as applicable, which requires sampling the SSGCOW over several days and sorting sampled materials. Contractor shall report the percent of Organic Waste in materials sent for Disposal to the Jurisdiction in accordance with Exhibit G of the Agreement, and shall notice the Jurisdiction within \_\_\_\_\_\_ (\_\_\_) days of determining that a quarterly percent of Organic Waste in materials sent for Disposal is not in compliance with the organic content recovery rate standards. If the quarterly average percent of Organic Waste in materials sent for Disposal is not in compliance with the standards, the Jurisdiction may assess Liquidated Damages in accordance with Section 12.7 of this Agreement and Exhibit F.

4. If the Approved Organic Waste Processing Facility that receives SSGCOW has an annual average Source Separated organic content recovery rate lower than required in 14 CCR Section 18982(a)(14.5) for two (2) consecutive quarterly reporting periods or three (3) quarterly reporting periods within three (3) years, the Facility shall not qualify as a Designated Source Separated Organic Waste Facility, or if the Approved Organic Waste Processing Facility that receives SSGCOW has more than twenty (20) percent by weight on and after January 1, 2022 and ten (10) percent by weight on and after January 1, 2024 of Organic Waste contained in the materials sent to Disposal for two (2) consecutive quarterly reporting periods or three (3) quarterly reporting periods within three (3) years, the Facility shall not qualify as a Designated Source Separated Organic Waste Facility pursuant to 14 CCR Section 18982(2)(14.5). In such a case, the Contractor shall be required to submit a corrective action plan to the Jurisdiction within \_\_\_\_\_\_ (\_\_\_) days of determining such non-compliance. The corrective action plan shall identify the steps to improve the Source Separated organic content recovery rate or amount of Organic Waste sent to Disposal (as applicable for the Approved Facility) and the duration of time anticipated for the Facility to achieve compliance. Contractor shall immediately commence with corrective actions subject to approval by the Jurisdiction and CalRecycle.

5. If Jurisdiction is not satisfied that the Contractor can achieve and sustain the compliance with requirements of 14 CCR Section 18982(a)(14.5), or if the Contractor has implemented its corrective action plan and failed to meet the requirements specified in the definition of a “Designated Source Separated Organic Waste Facility” in 14 CCR Section 18982(a)(14.5), the Jurisdiction shall have the right to direct use of an Alternative Facility and Contractor shall incur all costs associated with use of the Alternative Facility including Transportation, Transfer, Processing, and Disposal. The Jurisdiction may assess Liquidated Damages in accordance with Section 12.7 of this Agreement and Exhibit F and/or may deem the failure as an event of default under Section 12.1 of this Agreement. If an Alternative Facility is not available within a commercially reasonable distance, Contractor shall be required to implement, at no cost to the Jurisdiction and with no increase to Rates, an Organic Waste Collection system that will provide programmatic compliance with 14 CCR Division 7, Chapter 12, Article 3.

H. **High Diversion Organic Waste Processing Facility Requirements (Two- and One-Container Systems and Three- and Three-Plus-Container Systems in which Organics Waste, such as Food Waste, is allowed for Collection in the Gray Containers)**

Guidance: Jurisdictions shall include this provision in their franchise agreements if they are relying on a two- or one-Container system or a three- or three-plus Container system in which Organics Waste, such as Food Waste, is allowed for Collection in the Gray Containers for compliance with SB 1383 Regulations. In such cases, SB 1383 Regulations require that Mixed Waste be Processed at a High Diversion Organic Waste Processing 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, or as otherwise defined in 14 CCR Section 18982(a)(33), as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste. This provision addresses these requirements and provides language to address a circumstance in which the Facility does not meet the compliance requirements.

1. Contractor guarantees that the Approved High Diversion Organic Waste Processing Facility shall 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, or as otherwise defined in 14 CCR Section 18982(a)(33), as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste.
2. Contractor guarantees that it will comply with the limits on incompatible materials in the recovered Organic Waste, which are described in Section E.2.F.5 of this Exhibit.

3. Contractor shall conduct measurements on a quarterly basis to determine the Mixed Waste organic content recovery efficiency in accordance with 14 CCR Section 17409.5.1. Contractor shall report the Organic Waste recovery efficiency measurement results to the Jurisdiction in accordance with Exhibit G of the Agreement, and shall notify the Jurisdiction within \_\_\_\_\_\_ (\_\_\_) days of conducting the quarterly measurement if the results are not in compliance with the Mixed Waste organic content recovery rate standards. If the quarterly average Mixed Waste organic content recovery rate is not in compliance with the standards, the Jurisdiction may assess Liquidated Damages in accordance with Section 12.7 of this Agreement and Exhibit F.

4. If the Approved High Diversion Organic Waste Processing Facility has an annual average Mixed Waste organic content recovery rate that is lower than required in 14 CCR Section 18982(a)(33) for two (2) consecutive quarterly reporting periods or three (3) quarterly reporting periods within three (3) years, the Facility shall not qualify as a High Diversion Organic Waste Processing Facility pursuant to 14 CCR Section 18984.3(b). Contractor shall be required to submit a corrective action plan to the Jurisdiction within \_\_\_\_\_\_ (\_\_\_) days of determining such non-compliance identifying the steps to improve the Mixed Waste organic content recovery rate and the duration of time anticipated for the Facility to achieve compliance. Contractor shall immediately commence with corrective actions subject to approval by the Jurisdiction and CalRecycle.

5. If Jurisdiction is not satisfied that the Contractor can achieve and sustain the minimum required annual average Mixed Waste organic content recovery rate, or if the Contractor has implemented its corrective action plan and failed to achieve the minimum required annual average Mixed Waste organic content recovery rate, the Jurisdiction shall have the right to direct use of an Alternative Facility in accordance with this Exhibit E, Section E.1.H, and Contractor shall incur all costs associated with use of the Alternative Facility including Transportation, Transfer, Processing, and Disposal. The Jurisdiction may assess Liquidated Damages in accordance with Section 12.7 of this Agreement and Exhibit F and/or may deem this failure an event of default under Section 12.1 of this Agreement. If an Alternative Facility is not available within a commercially reasonable distance, Contractor shall be required to implement, at no cost to the Jurisdiction and with no increase to Rates, an Organic Waste Collection system that will provide programmatic compliance with 14 CCR Division 7, Chapter 12, Article 3.

I. **C&D Program Standards** (Guidance: Include only if C&D services are covered by the Agreement.)

1. Contractor shall comply with the Jurisdiction’s Construction and Demolition materials Recycling program requirements pursuant to Section \_\_\_ of the Jurisdiction Municipal Code.

2. Contractor shall deliver mixed C&D loads to an Approved C&D Processing Facility for Recycling.

3. Contractor shall deliver Source Separated C&D such as, but not limited to, dirt, concrete, wood waste, cardboard, or other recyclable C&D materials resulting from construction or demolition to an Approved C&D Processing Facility or other Facility authorized for Recycling C&D, and shall deliver Salvageable Materials to a party for Reuse or salvage.

4. Contractor shall arrange for Processing of Organic Waste in C&D at a Facility that recovers Organic Waste from C&D and in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a), which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as Alternative Daily Cover (ADC) or Alternative Intermediate Cover (AIC).

J. **Plastic Bags**. Pursuant to Section 5.6 of this Agreement, Contractor shall annually submit to Jurisdiction written notice from the Approved Organic Waste Processing Facility confirming said Facility can remove plastic bags when Processing SSGCOW. Guidance: Include only if the Collection program and Approved Organic Waste Processing Facility allow for Customers to use bags for SSGCOW. Refer to Section 5.6 of the Agreement and Exhibits A and B.

K. **Compostable Plastics**. Contractor shall accept Compostable Plastics at the Approved Organic Waste Processing Facility. Pursuant to Article 5 of this Agreement, Contractor shall annually submit to Jurisdiction written notice from the Approved Organic Waste Processing Facility confirming said Facility can Process and recover these Compostable Plastics. Guidance: Include only if the Collection program and Approved/Designated Organic Waste Processing Facility allow for Customers to put Compostable Plastics in the Green Containers.

L. **Marketing.** Contractor operating the Approved Facility(ies), shall be responsible for marketing materials recovered from Discarded Materials Collected under this Agreement. Contractor’s marketing methods for materials shall be performed in a manner that supports achievement of Disposal reductions and in such a manner that complies with State statutes, including, but not limited to, AB 901, AB 939, SB 1016, AB 341, AB 1594, AB 1826, and SB 1383, and corresponding regulations. Contractor shall retain revenues resulting from the sale and marketing of said materials with the exception of the curbside supplemental payments and City/County payments under the California Beverage Container Recycling and Litter Reduction Act, which shall be retained by the Jurisdiction. Guidance: Given the current market conditions for the sale of Recyclable materials, Jurisdictions and their Contractors are negotiating different types of arrangements with regard to the handling of revenues from the sale of materials recovered from Source Separated Recyclable Materials. The last sentence of this paragraph may need to be removed or amended. This topic can also be addressed in Article 10 of this Agreement.

Upon request, Contractor shall provide proof to the Jurisdiction that all Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and C&D Collected by Contractor were Processed and recovered materials were marketed for recovery, salvage, or Reuse or as organics products in such a manner that materials are not deemed Landfill Disposal pursuant to pursuant to 14 CCR Section 18983.1(a) and in a manner that materials are deemed Diversion pursuant to AB 939. All Residue from the Recycling and Processing activities that is not marketed shall be reported to the Jurisdiction as Residue and accounted for as Disposal Tonnage at the Approved Disposal Facility. No Source Separated Recyclable Materials, SSGCOW, Mixed Waste, or C&D shall be Transported to a domestic or foreign location if Landfill Disposal, as defined in 14 CCR Section 18983.1(a) of such material is its intended use. If Contractor becomes aware that a broker or buyer has illegally handled, Disposed of, or used material generated in the Jurisdiction that is not consistent with Applicable Law, Contractor shall immediately inform the Jurisdiction and terminate its contract or working relationship with such party. In such case, Contractor shall find an alternative market for the material(s) recovered from the Source Separated Recyclable Materials, SSGCOW, and/or C&D that is compliant with Applicable Law.

The performance of commodity markets for materials recovered from Source Separated Recyclable Materials shall not be considered a reason for deeming a Facility “unavailable” in this Exhibit E, Section E.1.H, nor shall it be considered an acceptable basis for the need to use an Alternative Facility, nor shall it serve as the basis for any adjustment in Contractor’s compensation under this Agreement, other than as specifically contemplated in Article 10 of this Agreement.

M. **Disposal of Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and C&D Prohibited**. With the exception of Processing Residue, Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and C&D Collected under this Agreement may not be Disposed of in lieu of Recycling, Processing, or marketing the material, without the expressed written approval of the Jurisdiction Contract Manager/Director.

If for reasons beyond its reasonable control, Contractor believes that it cannot avoid Disposal of the Source Separated Recyclable Materials, SSGCOW, Mixed Waste, or C&D Collected in the Jurisdiction, then it shall prepare a written request for Jurisdiction approval to Dispose of such material. Such request shall contain the basis for Contractor’s belief (including, but not limited to, supporting documentation), describe the Contractor's efforts to arrange for the Processing of such material, the period required for such Disposal, and any additional information supporting the Contractor's request.

In addition, the request shall describe the Contractor’s proposed interim plans for implementation while the Jurisdiction is evaluating its request. If the Jurisdiction objects to the interim plans, the Jurisdiction shall provide written notice to the Contractor and request an alternative arrangement. The Jurisdiction shall consider the Contractor’s request and inform Contractor in writing of its decision within \_\_\_\_\_\_ (\_\_\_) days. Depending on the nature of the Contractor’s request, Jurisdiction may extend the \_\_\_\_\_\_ (\_\_\_) day period, at its own discretion, to provide more time for evaluation of the request and negotiation of an acceptable arrangement with the Contractor.

E.3 Gray Container Waste Disposal Standards (Three- and Three-plus Container Systems that do not Allow Organic Waste, such as Food Waste to be Collected in Gray Containers; Standard Compliance and Performance-Based Compliance)

A. **Disposal of** **Gray Container Waste Collected**. Contractor shall Transport all Gray Container Waste Collected under this Agreement to an Approved Disposal Facility.

B. **Disposal at Approved Facility**. Contractor shall not Dispose of Gray Container Waste or Residue by depositing it on any public or private land, in any river, stream, or other waterway, or in any sanitary sewer or storm drainage system or in any other manner which violates Applicable Laws.

C. **Disposal Services**. Contractor shall provide Disposal services at the Approved Disposal Facility that include, but are not limited to:

1. Operating, managing, and maintaining the Solid Waste fill areas, including the placement, burying, and compaction of Solid Waste in the refuse fill areas; stockpiling, placement, and compaction of daily cover, and if applicable, Alternative Daily Cover, Alternative Intermediate Cover, and final cover; management of fill operations with regard to fill sequencing, side slopes configuration, and working face location and configuration;

2. Providing, operating, and maintaining all equipment, rolling stock, and supplies necessary for operations, closure, post-closure, and environmental monitoring; and,

3. Operating, maintaining, and managing leachate and Landfill gas management systems, groundwater monitoring and management systems, storm water drainage and control systems, treatment facilities, buildings, on-site roadways, utilities, and any other required facility elements.

D. **Closure and Post-Closure of Approved Disposal Facility**. Contractor will safely operate, maintain, and manage the Approved Disposal Facility in compliance with Applicable Law not only during the Term, but also thereafter until and during the Approved Disposal Facility closure and post-closure period(s) (including fulfillment of State funding requirements). Contractor’s compliance obligations include compliance with the closure/post-closure requirements of CalRecycle throughout the Term of this Agreement and through the required federal, State, or local post-closure period. Contractor is solely responsible, operationally and financially, for: (i) the appropriate closure and post-Closure activities of the Approved Disposal Facility; and, (ii) the establishment and funding of any reserve funds required by Applicable Law for the purposes of providing funds for the payment of costs for closure of the Approved Disposal Facility (or any cell within the Approved Disposal Facility) or post-closure activities relating to the Approved Disposal Facility. Contractor will not hold the Jurisdiction responsible for paying any deficiencies in required reserves. In addition, Contractor will not hold the Jurisdiction responsible for making any payments if actual closure and post-closure costs relating to the Approved Disposal Facility exceed the amounts reserved by the Contractor for that purposes. This obligation survives expiration or termination of the Agreement.

Guidance: If Disposal services are included in the franchise agreement, Jurisdiction is advised to include adequate indemnification in Article 11 of this Agreement, including CERCLA indemnification.

E.4 Weighing of Discarded Materials

Guidance: It is standard to include information regarding the Discarded Materials weighing process in a franchise agreement. Note that for applicable requirements, the SB Regulations take into account situations when scales are not accessible at the Facility or operation and provide information on alternative measurement options, as described in 14 CCR Section 17409.5.9 or 14 CCR Section 18988.3 for Self-Haulers.

A. **Maintenance and Operation.** This Section E.4 of Exhibit E applies to motor vehicle scales used at the Approved Facilities. Approved Facilities shall be equipped with one or more State-certified motor vehicle scales in accordance with Applicable Law. Upon request, Contractor shall arrange for Facility operator to provide documentary evidence of such scale certification within ten (10) days of Jurisdiction’s request during the Term. Licensed weigh master(s) shall operate those scales to weigh all inbound and outbound Collection vehicles Transporting Discarded Materials and all Transfer vehicles Transporting materials to another site. Contractor shall arrange for Facility operator to provide Jurisdiction with access to weighing information at all times and copies thereof within three (3) Business Days following the Jurisdiction’s request. Exceptions to weighing requirements are specified in this Exhibit E, Section E.4.G.

B. **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 Approved 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 retare vehicles immediately after any major maintenance service that could impact the weight of the vehicle by more than fifty (50) pounds.

C. **Substitute Scales**. If any scale at an Approved Facility is inoperable, being tested, or otherwise unavailable, Facility operator shall use reasonable business efforts to weigh vehicles on the remaining operating scale(s). To the extent that all the scales are inoperable, being tested, or otherwise unavailable, Facility operator shall substitute portable scales until the permanent scales are replaced or repaired. Facility operator shall arrange for any inoperable scale to be repaired as soon as possible.

D. **Estimates.** Pending substitution of portable scales or during power outages, Facility operator shall estimate the Tonnage of the Discarded Materials Transported to and accepted at the Approved Facilities by utilizing the arithmetic average of each vehicle's recorded Tons of Discarded Materials delivered on its preceding three (3) deliveries.

During any period of time the scales are out of service, Facility operator shall continue to record all information required by this Exhibit E, Section E.4, for each delivery of Discarded Materials to the Approved Facilities and each load of material Transferred to another Approved Facility(ies).

E. **Weighing Standards and Procedures.** At the Approved Facilities, Facility operator shall weigh and record inbound weights of all vehicles delivering Discarded Materials when the vehicles arrive at the Facility. In addition, Facility operator shall weigh and record outbound weights of vehicles for which Facility operator does not maintain tare weight information. Furthermore, Facility operator shall weigh and record outbound weights of all Transfer vehicles Transporting Discarded Materials from a Transfer Facility to another Approved Facility(ies) for Processing or Disposal.

F. **Records.** Facility operator shall maintain scale records and reports that provide information including date of receipt, inbound time, inbound and outbound weights (or tare weights) of vehicles, vehicle identification number, jurisdiction of origin of materials delivered, type of material, company/hauler identification, and classification, type, weight, and final destination of Discarded Material if the Discarded Materials are Transferred to another Approved Facility(ies).

G. **Exceptions to Weighing Requirements**. If an Approved Facility does not have motor vehicle scales to weigh Contractor’s vehicles and Discarded Materials delivered to the Facility, Contractor shall obtain a receipt for delivery of the Discarded Materials that identifies the date and time of delivery, the type of material delivered, and the vehicle number. Contractor or Facility operator shall estimate the Tonnage of material delivered for each load based on the volumetric capacity of the vehicle and material density factors (e.g., pounds per cubic yard) approved by or designated by the Jurisdiction Contract Manager/Director.

H. **Upon-Request Reporting.** If vehicle receiving and unloading operations are recorded on video cameras at the Approved Facilities, Contractor shall make those videos available for Jurisdiction review during the Approved Facilities’ operating hours, upon request of the Jurisdiction, and shall provide the name of the driver of any particular load if available.

E.5 Rejection of Excluded Waste

A. **Inspection.** Contractor will use standard industry practices to detect and reject Excluded Waste in a uniform and non-discriminatory manner and will not knowingly accept Excluded Waste at the Approved Facility(ies). Contractor will comply with the inspection procedure contained in its permit requirements. Contractor will promptly modify that procedure to reflect any changes in permits or Applicable Law.

B. **Excluded Waste Handling and Costs.** Contractor will arrange for or provide handling, Transportation, and delivery to a Recycling, incineration, or a Disposal facility permitted in accordance with Applicable Law of all Excluded Waste detected at the Approved Facility(ies). Contractor is solely responsible for making those arrangements or provisions and all costs thereof. Nothing in this Agreement will excuse the Contractor from the responsibility of handling Excluded Wastes that Contractor inadvertently accepts in a lawful manner and of arranging for the disposition of that Excluded Waste in accordance with Applicable Law.

E.6 Discarded Materials Evaluations at Approved Facilities

Guidance: Pursuant to 14 CCR Section 18998.1(a)(3), Jurisdictions using the Performance-Based Compliance Approach under the SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 17) must ensure that the presence of Organic Waste in the Gray Container Waste stream does not exceed an annual average of twenty-five percent (25%) by weight. Compliance with this standard shall be determined in accordance with procedures in 14 CCR Section 18984.5 (Container Contamination Minimization) through sampling of the Gray Container Waste and sorting to determine the percent of Organic Waste in the Gray Container Waste stream. Additionally, Transfer/Processing Facilities are also required to conduct Gray Container Waste evaluations and Organic Waste recovery efficiency evaluations (Sections E.6.A.1 and E.6.A.2); and composting Facilities and in-vessel digestion facilities are required to evaluate Organic Waste in Residual material (Section E.6.A.3).

A. **General**. Contractor shall conduct the following “evaluations” at Approved Facilities if required by Applicable Law referenced below:

1. Gray Container Waste Evaluations.

a. If applicable pursuant to 14 CCR Section 17409.5.7, Contractor shall conduct waste evaluations of Gray Container Waste at the Approved Transfer Facility (if applicable) or Approved Processing Facilities that receives Gray Container Waste in accordance with 14 CCR 17409.5.7.

b. If required by Section 6.2.4 of this Agreement, Contractor shall conduct waste evaluations of Gray Container Waste at the Approved Facility that receives the Gray Container Waste in accordance with 14 CCR Sections 18998.1(a)(3)(A) and 18984.5. Guidance: This provision is only required for Jurisdictions using a Performance-Based Compliance Approach and that require the Contractor to conduct waste evaluations pursuant to Section 6.2.4 of the Agreement.

2. Organic Waste Recovery Efficiency Evaluations. If applicable pursuant to 14 CCR Sections 17409.5.1 to 17409.5.5 and 17409.5.8, Contractor shall conduct waste evaluations at Approved Transfer Facility (if applicable) or Approved Processing Facility(ies) in accordance with 14 CCR Sections 17409.5.1 to 17409.5.5 and 17409.5.8.

3. Evaluation of Organic Waste in Residuals. If applicable pursuant to 14 CCR Sections 17409.5.3, 17409.5.5, 17867, and/or 17896.44.1, Contractor shall conduct compliance evaluations of Organic Waste to determine the level of Organic Waste in materials sent for Disposal in accordance with 14 CCR Sections 17409.5.3 (transfer/processor for Mixed Waste), 17409.5.5 (transfer/processor for SSGCOW/SSBCOW), 17867 (Compost operations and facilities), and 17896.44.1 (In-vessel digestion operations and facilities).

B. **Record Keeping and Reporting**. For the evaluations described above, Contractor shall maintain all records and submit reports to CalRecycle as described in 14 CCR Division 7, Chapter 3, Article 6.3; 14 CCR Division 7,Chapter 3.1, Article 8; and 14 CCR Division 7, Chapter 3.2, Article 4; and, 14 CCR Sections 18815.5 and 18815.7, as applicable. Contractor shall report this information to the Jurisdiction on a monthly basis in accordance with Exhibit G.

C. **Scheduling of Evaluations**. Contractor shall schedule evaluations during normal working hours. Contractor shall provide Jurisdiction notice of its intent to conduct evaluations at the Approved Facility(ies) at least \_\_\_\_ (\_\_\_) days in advance of the evaluations.

D. **Observance of Study by Jurisdiction and/or CalRecycle**. Contractor acknowledges that, upon request, a representative of the Jurisdiction, the LEA, and/or CalRecycle may oversee its next scheduled quarterly sampling and evaluation of any of the evaluations described in this Exhibit E, Section E.6.A, conducted at the Approved Facility(ies).

EXHIBIT F ─ Liquidated Damages

Guidance: Performance standards and Liquidated Damages can cover a range of key performance standards. This Exhibit presents example standards and Liquidated Damages that are designed to incorporate the performance standards required by SB 1383 Regulations and Liquidated Damages associated with activities the Contractor is required to comply with under SB 1383 Regulations, and activities that the Jurisdiction delegates to the Contractor, such as some items that may result in the assessment of penalties by CalRecycle pursuant to 14 CCR Section 18997.3. If some items in the list below have not been delegated to the Contractor, the Jurisdiction should remove the item(s). To develop this Exhibit, a Jurisdiction may choose to amend its existing Liquidated Damages list to integrate these items, or it may choose to add items to the list to address more items related to the SB 138 Regulations and other items beyond those related to SB 1383 Regulatory compliance.

Jurisdiction Penalty Amounts: SB 1383 Regulations (14 CCR Section 18997.2) require Jurisdictions to impose penalties on Generators for violations of SB 1383 Regulations (14 CCR, Division 7, Chapter 12), consistent with the applicable requirements prescribed in Government Code Sections 53069.4, 25132, and 36900, including penalty levels 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.

SB 1383 Regulations do not specifically require certain Liquidated Damages to be included in franchise agreements, but the Jurisdiction is responsible for complying with the penalty assessment requirements of 14 CCR Section 18997.2 through an enforceable mechanism. The Jurisdiction may choose to use a similar penalty range format for their Liquidated Damages, but this is not required.

CalRecycle Penalty Amounts: The penalty amounts that CalRecycle may assess on Jurisdictions for failure to comply with the provisions of the SB 1383 Regulations depend on whether or not the violation is considered a minor ($500 to $4,000 per violation per day), moderate ($4,000 to $7,500 per violation per day), or major violation ($7,500 to $10,000 per violation per day), as specified in 14 CCR Section 18997.3(a). CalRecycle shall determine whether a violation is minor, moderate, or major violation, with the exception of some activities that are always considered a major violation, including:

1. A Jurisdiction fails to have any ordinance or similarly enforceable mechanism for Organic Waste Disposal reduction and Edible Food Recovery.

2. A Jurisdiction fails to have a provision in a contract, agreement, or other authorization that requires a hauler to comply with the requirements of 14 CCR, Division 7, Chapter 12.

3. A Jurisdiction fails to have an Edible Food Recovery program.

4. A Jurisdiction fails to have any implementation record.

5. A Jurisdiction implements or enforces an ordinance, policy, procedure, condition, or initiative that is prohibited under 14 CCR Sections 18990.1 or 18990.2.

6. A Jurisdiction fails to submit the reports required in 14 CCR Sections 18994.1 and 18994.2.

To the extent a Jurisdiction has delegated one or more of the above items to its Contractor through this Agreement, the Jurisdiction may want to include failure to comply with the item(s) in the Liquidated Damages table below.

Liquidated Damages are often specific to each Jurisdiction in consideration of the Jurisdiction’s program structure, policies, and past practices. Inclusion of any of these example provisions is entirely optional. If Liquidated Damages are included, this Exhibit should be customized as appropriate.

Jurisdiction may assess Liquidated Damages pursuant to Section 12.7 of this Agreement if Contractor fails to fulfill its obligations with regards to the events listed in this Exhibit in accordance with the terms and conditions of the Agreement.

|  | **Event of Non-Performance** | **Liquidated Damage** |
| --- | --- | --- |
| 1 | **Use of Unauthorized Facilities**. For each individual occurrence of delivering Discarded Materials to a Facility other than an Approved/Designated Facility(ies) for each Discarded Material type under this Agreement.  | $\_\_\_\_ / Ton / occurrence |
| 2 | **Failure to Implement three- /three-plus /two- /one-Container System**. For each occurrence of failing to provide Customers with the three- /three-plus /two- /one-Container system required by and compliant with Exhibits A and B excluding Generators and Customers granted waivers pursuant to Section 6.7 and 6.8 of this Agreement, and excluding Generators and Customers that demonstrate compliance with Recycling and Organic Waste Self-Hauling requirements pursuant to Municipal Code Section \_\_\_\_ and 14 CCR Division 7, Article 12, Article 7. | $\_\_\_\_ / Generator or Customer / occurrence / Day until compliance achieved |
| 3 | **Failure of the Approved High Diversion Organic Waste Processing Facility to Achieve Recovery Requirements.** For each Ton of Mixed Waste received at the Approved High Diversion Organic Waste Processing Facility in aquarterly reporting period when the quarterly average Mixed Waste organic content recovery rate is lower than required by 14 CCR Section 18982(a)(33). Guidance: Include this when Contractor is the Facility operator and for two- and one-Container Collection programs and three- and three-plus-Container programs in which Organics Waste, such as Food Waste, is allowed for Collection in the Gray Containers. | $\_\_\_\_ / Ton in the quarterly reporting period when the failure occurred |
| 4 | **Failure of the Approved Source Separated Recyclable Materials Processing Facility or Approved Organic Waste Processing Facility to meet SB 1383 Regulatory definition of a Designated Source Separated Organic Waste Processing Facility.** For eachTon of Source Separated Recyclable Materials or SSGCOW received at the Facility(ies) in aquarterly reporting period when the quarterly average organic content recovery rate is lower than required by 14 CCR Section 18982(a)(14.5). Guidance: Include this if Jurisdiction is using the Performance-Based Compliance Approach per 14 CCR, Division 7, Chapter 12, Article 17. | $\_\_\_\_ / Ton in the quarterly reporting period when the failure occurred |
| 5 | **Failure of Approved Facility(ies) to Meet Limits on Incompatible Materials (if Applicable).** For eachTon of Mixed Waste or SSGCOW received at the Facility(ies) in aquarterly reporting period when Organic Waste recovered after Processing exceeds Incompatible Material thresholds defined in Exhibit E, Sections E.2.E.2 and E.2.F.5. Guidance: Include this if Jurisdiction is using Blue Containers and/or Green Containers. | $\_\_\_\_ / Ton in the quarterly reporting period when the failure occurred |
| 6 | **Failure of Approved Facility(ies) to Meet Limits on Organic Waste in Materials Sent to Disposal.** For eachTon of Mixed Waste or SSGCOW received at the Facility(ies) in aquarterly reporting period when Organic Waste in the materials sent to Disposal exceeds the thresholds defined in Exhibit E Section E.2.F.2. Guidance: Include this if Jurisdiction is using Green Containers or Gray Containers that are required to be sent to a High Diversion Organic Waste Processing Facility. | $\_\_\_\_ / Ton in the quarterly reporting period when the failure occurred |
| 7 | **Failure to Perform Contamination Monitoring Requirements.** Option 1: For each failure to conduct Hauler Route contamination monitoring in accordance with Section 6.2 of this Agreement. Option 2: For each failure to conduct waste evaluations in accordance with Section 6.2 of this Agreement. | Option 1: $\_\_\_/ Hauler Route / occurrenceOption 2: $\_\_\_/ waste evaluation / occurrence |
| 8 | **Failure to Comply with Container Labeling and Colors.** For each occurrence of Contractor’s failure to comply with Container labeling and color requirements pursuant to Section 7.5 of this Agreement. | $\_\_\_\_ / Container / occurrence |
| 9 | **Failure to Perform Public Education and Outreach.** For each failure to perform any individual education and outreach activity as required and in the timeframe specified by this Agreement. | $\_\_\_\_ / occurrence |
| 10 | **Failure to Submit Reports or Allow Access to Records.** For each failure to submit any individual report or provide access to records in compliance with and in the timeframe specified in this Agreement. Incomplete and/or inaccurate reports shall be considered a failure to submit until such time as all information in the report has been provided in a complete and accurate form. In the event Jurisdiction determines an errant or incomplete report more than ten (10) Business Days after submittal by Contractor, Contractor shall be given ten (10) Business Days to complete and correct and any pending Liquidated Damages shall be tolled during that period. | $\_\_\_\_ / report / occurrence |
| 11 | **Failure to Conduct Compliance Tasks.** For each failure to conduct any compliance review, Discarded Materials evaluations pursuant to Section E.6 of Exhibit E, and/or other inspection required by this Agreement. | $\_\_\_\_ / occurrence |
| 12 | **Failure to Issue Contamination Notices.** For each failure of Contractor Collection personnel to issue contamination notices and contaminating Processing fee notices and maintain documentation of issuance as required by Section 6.2 of this Agreement. | $\_\_\_\_ / Hauler Route / day  |
| 13 | **Failure to Conduct Follow-Up Inspections.** For each failure to conduct a follow-up inspection as required by Section 6.9 of this Agreement. | $\_\_\_\_ / occurrence |

**EXHIBIT G** ─  **Record Keeping and Reporting**

Guidance: Contract language in this Exhibit is provided as an example only. Jurisdictions may prefer to use provisions of their current Agreement, add provisions to those provided below, or negotiate new provisions. Jurisdictions using the Performance-Based Compliance Approach under the SB 1383 Regulations (14 CCR, Division 7, Chapter 12, Article 17) are exempt from certain recordkeeping and reporting requirements, which are noted in the guidance and customization notes throughout this Exhibit.

Under 14 CCR Section 18995.2, a Jurisdiction is required to maintain an implementation record that documents records related to programs required by SB 1383 Regulations. Such records are to be documented in the implementation record within sixty (60) days of program implementation. Upon request from CalRecycle, Jurisdiction is required to provide access to the implementation record within ten (10) Business Days. For this reason, the timeframe for Contractor compliance with record inspections or provision of records in this Exhibit reflects the ten (10) Business Days timeframe. Requiring the Contractor to provide information in a timely manner may support the Jurisdiction in meeting these requirements.

G.1 General

Contractor shall maintain such accounting, statistical, and other records related to its performance under this Agreement as shall be necessary to develop the reports required by this Agreement or Jurisdiction Code. Contractor agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with applicable laws and regulations and to meet the reporting and Discarded Materials Collection, Processing, and Disposal program management needs of the Jurisdiction. At the written direction or approval of Jurisdiction, the records and reports to be maintained and provided by Contractor in accordance with this Exhibit and other Articles of the Agreement may be adjusted in number, format, and frequency, if required to comply with State or federal regulatory or reporting requirements.

Information from Contractor’s records and reports can be used to, among other things:

* Determine and set Rates and evaluate the financial efficacy of operations;
* Evaluate past and expected progress toward achieving the Contractor’s Landfill Disposal reduction or Diversion goals and objectives;
* Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under Applicable Law;
* Determine needs for adjustment to programs;
* Evaluate Customer service and Complaints; and,
* Determine Customer compliance with AB 341, AB 1826, and SB 1383 statutes and corresponding regulations; and, any subsequent State-mandated Landfill Disposal reduction, Recycling, recovery, or Diversion statutes, regulations, or other requirements.

G.2 Record Keeping

A. **General.** Contractor shall maintain Customer contact data, Customer service, accounting, statistical, operational, and other records related to its performance as shall be necessary to provide reporting required by this Agreement and Applicable Law and to demonstrate compliance with this Agreement and Applicable Law (such as, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, and SB 1383 statutes and corresponding regulations).

Record keeping and reporting requirements specified in this Agreement shall not be considered a comprehensive list of reporting requirements. In particular, this Exhibit G is intended to highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define the scope and content of the records and reports that Contractor is required to maintain and report by Applicable Law or this Agreement. Upon written direction or approval of Jurisdiction, the records and reports required by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

Contractor shall maintain adequate records, and corresponding documentation, of information required by Sections G.3 and G.4 of this Exhibit, such that the Contractor is able to produce accurate monthly and annual reports, and is able to provide records to verify such reports. Contractor will make these records available and provide to the Jurisdiction any record or documentation necessary for the Jurisdiction to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, and SB 1383 statutes and corresponding regulations; and, other current or future federal, State, or local statutes and regulations, as amended. Upon request by the Jurisdiction, Contractor shall provide access to Contractor’s requested records in a timely manner, not to exceed ten (10) Business Days from the time of Jurisdiction’s request to Contractor. Guidance: Ten (10) Business Days is proposed to tie to CalRecycle’s ten (10) Business Day request to have access to records.

B. **Record Retention and Security**. Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed, pursuant to this Exhibit. Contractor’s records shall be stored in one central location, physical or electronic, that can be readily accessed by Contractor. Jurisdiction reserves the right to require the Contractor to maintain the records required herein through the use of a Jurisdiction-selected web-based software platform, at Contractor’s expense. Unless otherwise required in this Exhibit, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus five (5) years after its expiration or earlier termination.

Records and data shall be in chronological and organized form and readily and easily interpreted. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically-maintained data and records shall be protected and backed-up. To the extent that Contractor utilizes its computer systems to comply with record keeping and reporting requirements under this Agreement, Contractor shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all data required.

C. **Maintenance of Financial and Operational Records.** 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.

D. **CERCLA Defense Records**. 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.

E. **Compilation of Information for State Law Purposes**. Contractor shall maintain accurate records for its operation, including, but not limited to, Discarded Materials quantities Collected and quantities Transported to or Transferred to each Approved/Designated Facility, listed separately by material type, Customer type, and Facility. Records shall be maintained in such form by methods that facilitate the use of data for the production of reports as needed. Contractor will make these records available and provide to the Jurisdiction any record or documentation necessary for the Jurisdiction to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, AB 1595, and SB 1383 statutes and corresponding regulations; and, other current or future local, federal or State statutes and regulations, as amended.

G.3 Audits and Inspection by Jurisdiction

At a mutually agreed upon time during normal business hours, but within five (5) work days of a written request, Contractor shall make available to the Jurisdiction for examination at reasonable locations within the Jurisdiction the Contractor’s data and records with respect to the matters covered by this Agreement and the Jurisdiction Code. Contractor shall permit the Jurisdiction, or its designee, to audit, examine, and make excerpts or transcripts from such data and records, and make audits of all data relating to all matters covered by this Agreement and the Jurisdiction Code. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years following the Jurisdiction’s receipt of final payment under this Agreement unless the Jurisdiction agrees in writing to an earlier disposition. The Jurisdiction, or its designee, shall maintain the confidentiality of the Contractor’s Customer list and other proprietary information, to the extent allowed by law.

G.4 Reporting

Guidance: This Section G.4 includes provisions for monthly and annual reporting. The Jurisdiction may wish to revise the frequency of these reporting requirements (such as quarterly or semi-annual to accommodate its needs) or include additional reporting requirements. The Jurisdiction is ultimately responsible for ensuring that all reporting requirements under SB 1383 Regulations are met.

**G.4.1 General**

A. **General Purpose.** Reports are intended to compile recorded data into useful forms of information that can be used by the Jurisdiction. All reports shall be adequate to meet Jurisdiction’s current and future reporting requirements to CalRecycle, including AB 939, AB 341, AB 1826, and SB 1383 statutes and corresponding regulations, or any other State or federal agency statutes and regulations throughout the Term of this Agreement.

B. **Reporting of Contractor, Parent Company, and Affiliates.**  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.

C. **Failure to Report**. Failure of Contractor to comply with the reporting requirements as set forth in this Section may result in an assessment of Liquidated Damages in accordance with the Liquidated Damages provision in Section 12.7 of this Agreement and Exhibit F. Contractor’s repeated failure to submit reports, and/or failure to submit reports on time, may be deemed an event of default and may result in the termination of the Agreement at the discretion of the Jurisdiction Contract Manager/Director, in accordance with Article 12 of this Agreement.

D. **Report Format**

Option 1: Jurisdiction-Provided Report Format. Jurisdiction shall provide to Contractor the format for each report submittal not later than thirty (30) days prior to the due date for such report. If Jurisdiction fails to specify the format as required, Contractor shall use the report format specified for the prior reporting period.

Option 2: Contractor-Provided Report Format. Contractor may use a Contractor-selected format for the monthly and annual reports, if approved by the Jurisdiction. Contractor shall submit proposed or example report formats to the Jurisdiction for approval no later than \_\_\_\_ (\_\_) days prior to the due date for a monthly report and \_\_\_\_ (\_\_) days prior to the due date for an annual report. The Jurisdiction reserves the right to request modification to the report format(s) or deny this format request and provide the Contractor with a Jurisdiction-approved format.

E. **Submittal Process**. All reports shall be submitted to the Jurisdiction, Department of Public Works, Solid Waste Planning and Recycling Program and the Department of Environmental Health Local Enforcement Agency or as directed by the Jurisdiction Contract Manager/Director. Reports shall be submitted electronically via email or uploaded to a document sharing platform agreed upon by the Parties. Jurisdiction reserves the right to require the Contractor to maintain records and submit the reports required herein through use of a Jurisdiction-selected web-based software platform, at the Contractor’s expense.

Monthly reports shall be submitted within fifteen (15) days after the end of the reporting month; and annual reports shall be submitted within forty-five (45) days after the end of the reporting year.

**G.4.2 Monthly Reports**

Monthly reports shall be submitted by Contractor to Jurisdiction and shall include the following information pertaining to the most recently-completed calendar month. In addition, each monthly report shall include a year-to-date summary page that includes the data submitted from the monthly report(s) submitted in the calendar year prior to the submittal of the current monthly report. Contractor shall report the information included in the following subsections.

A. **Tonnage Report**

1. Contractor shall report the total quantities in Tons of Discarded Materials Collected, Transferred, Processed, and Disposed by the Contractor, all of which shall be based on actual certified scale weights for each load, if available, or similarly accurate methodology pursuant to weighing protocols in Section E.4 of Exhibit E. Tonnage shall be reported separately by:

a. Material type, which shall include, at a minimum, separate reporting of Source Separated Recyclable Materials, SSGCOW, Mixed Waste, Gray Container Waste, and any other type of Discarded Material separately Collected by Contractor (including, but not limited to: Bulky Items, used oil, mixed C&D, dirt, rock, metals, cardboard, wood waste, Reusable Items, Salvageable Materials, etc.); Guidance: Jurisdiction should modify these material types to match the types of material streams Collected under the Jurisdiction’s Collection program. For example, a Jurisdiction with a one-Container system shall require reporting of Mixed Waste and any other type of Discarded Materials as listed above. A Jurisdiction with a three-plus-Container system that separately Collects Yard Trimmings, Food Waste, Source Separated Recyclable Materials, and Gray Container Waste or Mixed Waste should modify the list of materials above accordingly.

1. Customer/sector type (Single-Family, Multi-family, Commercial Roll-off, C&D); and, Guidance: Include additional specifications within the Customer/sector type, if desired. For example, Jurisdiction may require separate reporting for Carts and Bins for the Multi-Family and Commercial sectors.
2. Approved Facility and Facility type.

2. Report Residue level and Tonnage for all Discarded Materials processed, listed separately by material type Collected and Approved Facility(ies) used.

3. Source Separated Recyclable Materials Tonnage Marketed, by commodity, and including average commodity value for each, and Processing Residue Tonnage Disposed, listed separately by material type Collected and Approved Facility(ies) used.

4. Documentation of all Discarded Materials exported out of State, as provided in 14 CCR Sections 18800 through 18813.

5. Tonnage Collected by month separately for each Approved C&D Project Site and other data as it relates to the C&D services described in Exhibit D. Guidance: If C&D Collection is not part of the scope of the Agreement, delete this subsection.

6. A summary of abandoned materials incidents, including: total number of incidents, the address of each incident, and a copy of all abandoned materials reports submitted to the Jurisdiction pursuant to Section 6.12 of this Agreement.

B. **Diversion Report**

Guidance: SB 1383 Regulations do not require specific Diversion reporting or Diversion calculation methods to be included in a franchise agreement; however, Jurisdiction may wish to include Diversion reporting to monitor the success of programs.

Contractor shall report the Diversion level for each month and the cumulative year-to-date Diversion Level, where Diversion level shall be calculated as follows:

Insert calculation method

C. **Collection and Subscription Report**

1. Number of Containers at each Service Level by Customer Type and program, including:

a. A summary of the total gallons of Cart service, cubic yards of Bin service, and pulls; and cubic yards or Tons of Drop Box and Compactor service by Customer Type.

b. Calculation of the average volume of service received per: Single-Family Dwelling Unit (separately identifying Dwelling Units in a duplex, triplex, or fourplex); Multi-Family Dwelling Unit; and, Commercial Customer.

1. A summary of Customer subscription data, including the number of accounts; the number of Customers subscribing to each Cart, Bin, and Roll-Off Service Level listed separately for Single-Family, Multi-Family, and Commercial and separately for each type of Discarded Material; and the number of Bulky Items Collections performed.
2. Documentation of the universal service enrollment process including a copy of the Jurisdiction-wide Generator enrollment level evaluation conducted pursuant to Section 6.6.D of this Agreement. Guidance: Include the enrollment level evaluation only if Jurisdiction is requiring the Contractor to perform the enrollment level reconciliation analysis pursuant to Section 6.6.D, Option D1 of this Agreement.
3. Performance-Based Compliance Approach only: A current list of Generators not required to enroll in the Blue Container and Green Container Collection Service, including Generator name and address. Calculation of the percentage of Single-Family Generators not enrolled in Blue Container and Green Container service (which Jurisdiction is targeting to be less than ten percent (10%) pursuant to comply with 14 CCR Section 18998.1(a)(1)), and calculation of percentage of Multi-Family and Commercial Generators not enrolled in Blue Container and Green Container service (which Jurisdiction is targeting to be less than ten percent (10%) pursuant to comply with 14 CCR Section 18998.1(a)(1)).
4. List of all Commercial and Multi-Family Customers with a Gray Container Waste or Mixed Waste Service Level of two (2) cubic yards of service capacity per week or more. Such list shall include each such Customer’s service address and Gray Container Waste, Mixed Waste, Source Separated Recyclable Materials, and SSGCOW Service Levels.

6. The total number of de minimis waivers, physical space constraint waivers, and Collection frequency waivers granted in the month, including the Generator name and address for each waiver. Guidance: Include this item only to the extent the Jurisdiction offers one or more of the waivers. Amend as needed.

7. The number of waiver reverifications performed by the Contractor pursuant to Section 6.7.E of this Agreement in the month, if any, including a copy of documentation for each reverification inspection, which shall include, at a minimum: the Generator’s name, address, and Generator type; the type of waiver being verified; any photographic or other evidence collected during the inspection; and the resulting recommended conclusion by the Contractor regarding the validity of the waiver. The Contractor shall provide a summary of recommendations to the Jurisdiction of all waivers which the Contractor concludes to no longer be warranted. Guidance: Include this item only to the extent the Jurisdiction offers one or more of the waivers detailed in Section 6.7 of this Agreement. Amend as needed.

8. Number of Bulky Item/Reusable Materials Collection events by Customer Type.

9. Number of Generators participating in an Edible Food recovery program under Section 6.5 of this Agreement. Guidance: SB 1383 Regulations do not require this type of recordkeeping/reporting provision. It is an option that may be included if the Jurisdiction has the Contractor participate in managing certain aspects of the Edible Food recovery program.

D. **Contamination Monitoring Report**

Guidance: Include one or more of the following options below depending on the contamination monitoring method selected in Section 6.2 of this Agreement.

Option 1: Hauler Route Reviews (Section 6.2)

The Contractor shall submit the following information regarding contamination monitoring Hauler Route reviews conducted pursuant to Section 6.2 of this Agreement:

1. The number of Hauler Route reviews conducted pursuant to Section 6.2 of this Agreement;

2. Description of the Contractor’s process for determining the level of contamination;

3. Summary report of non-Collection notices, courtesy Collection notices, and/or contamination processing fee assessment notices issued, which for each notice shall include the date of issuance, Customer name, and service address. Guidance: SB 1383 Regulations do not require assessment of contamination Processing fees.. If a Jurisdiction chooses not to assess contamination Processing fees or chooses to separately assess contamination penalties, this above subsection will need to be revised.

4. A record of each inspection and contamination incident, which shall include, at a minimum:

a. Name of the Customer

b. Address of the Customer

c. The date the contaminated Container was observed

d. The staff who conducted the inspection

e. The total number of violations found and a description of what action was taken for each

f. Copies of all notices issued to Generators with Prohibited Container Contaminants

g. Any photographic documentation or supporting evidence.

5. Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants;

6. A list of all Customers assessed contamination Processing fees, pursuant to Section 6.2 of this Agreement, reported separately by Single-Family, Multi-Family, and Commercial Customers and including the Customer name, Customer address, and reason for the assessment of the contamination Processing fee, and the total number of instances contamination Processing fees were assessed in the month and the total amount of fees collected in the month. Guidance: SB 1383 Regulations do not require assessment of contamination Processing fees. If a Jurisdiction chooses not to assess contamination Processing fees or chooses to separately assess contamination penalties, this above subsection will need to be revised.

7. Any other information reasonably requested by the Jurisdiction or specified in contamination monitoring provisions of this Agreement.

Option 2: Waste Evaluations (Section 6.2)

The Contractor shall submit the following information regarding waste evaluations conducted pursuant to Section 6.2 of this Agreement:

1. A description of the Contractor’s process for conducting waste evaluations.

2. Documentation of the results of the waste evaluation studies, including information on and the number of targeted Hauler Route reviews conducted as a result of the waste evaluations. The documentation shall at a minimum include: dates of the studies; the location of the Facility where the study was performed; Hauler Routes from which samples were collected, and number of Generators on those Hauler Routes; the source sector (Customer type) of the material (Single-Family, Multi-Family, or Commercial); number of samples collected; total sample size (in pounds); weight of Prohibited Container Contaminants (in pounds); ratio of Prohibited Container Contaminants to total sample size; and, any photographic documentation taken or other physical evidence gathered during the process

3. Copies of all notices issued to Generators with Prohibited Container Contaminants.

4. Documentation of the number of loads or Containers where the contents were Disposed due to observation of Prohibited Container Contaminants, including the total weight of material disposed, and proof of consent from the Jurisdiction to dispose of such material if given in a form other than this Agreement.

5. Any other information reasonably requested by the Jurisdiction, or specified in contamination monitoring provisions of this Agreement.

E. **Customer Service Report**

1. Number of Customer calls listed separately by complaints and inquiries (where inquiries include requests for service information, Rate information, etc.). For Complaints, list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims). These complaints and inquiries shall be documented and reported separately from SB 1383 Regulatory non-compliance complaints or other regulatory non-compliance complaints.

2. Number of missed or incomplete Collections reported in total, and per one thousand (1,000) Service Opportunities in the Jurisdiction, presented in a graph format, which compares total missed Collections in the Jurisdiction during the current report period to total missed Collections in the Jurisdiction in past reporting periods.

3. Number of new service requests for each Customer type and requested service(s).

4. Contractor shall maintain a record of all SB 1383 Regulatory non-compliance complaints and responses pursuant to Section 6.10 of this Agreement and submit the following information:

a. Total number of complaints received and total number of complaints investigated

b. Copies of documentation recorded for each complaint received, which shall at a minimum include the following information:

i. The complaint as received;

ii. The name and contact information of the complainant, if the complaint is not submitted anonymously;

ii. The identity of the alleged violator, if known;

iii. A description of the alleged violation; including location(s) and all other relevant facts known to the complainant;

iv. Any relevant photographic or documentary evidence submitted to support the allegations in the complaint; and,

v. The identity of any witnesses, if known.

c. Copies of all complaint reports submitted to the Jurisdiction, pursuant to Section 6.10.A of this Agreement. Guidance: Include this item if the Jurisdiction requires Contractor to document and investigate complaints related to SB 1383 Regulations.

d. Copies of all investigation reports submitted to the Jurisdiction pursuant to Section 6.10.B.2 of this Agreement, which shall include at a minimum: Guidance: Include this item if the Jurisdiction requires Contractor to document and investigate complaints related to SB 1383 Regulations.

i. The complaint as received;

ii. The date the Contractor investigated the complaint;

iii. Documentation of the findings of the investigation;

iv. Any photographic or other evidence collected during the investigation; and,

v. Contractor’s recommendation to the Jurisdiction on whether or not the entity investigated is in violation of SB 1383 Regulations based on the Contractor’s investigation.

F. **Generator Waivers**

Contractor shall provide a report that documents each Generator waiver request reviewed by Contractor, which are required by Section 6.7.C. Identify in the report the Generator name and service address, the type of waiver requested, the status of the waiver (accepted, denied, pending), and other information reasonably requested by the Jurisdiction.

G. **Education Program Report**

The monthly status of activities identified in the annual public education plan described in Section 6.3 of this Agreement.

H. **Discarded Materials Evaluation Reports**

In accordance with Section E.6.B of Exhibit E, Contractor shall provide reports of evaluations of Discarded Materials conducted at Approved Facilities.

I. **Other Reports**

Guidance: Jurisdictions shall include other reporting requirements. For example, rural Jurisdictions may want to request reports related to wildlife incidents involving or impacting Collection; or, Jurisdictions may want to request reports that include e-waste Collection service information.

**G.4.3 Annual Reports**

In addition to the monthly reporting requirements in this Exhibit G, Section G.4.2, the Contractor shall provide an Annual Report, covering the most recently-completed calendar year, in accordance with the format and submittal requirements of this Exhibit. The Annual Report shall include the information in the following subsections.

A. **Collection and Subscription Report**

1. A summary of all data provided in the Tonnage report and Diversion report sections, including quarterly and annual totals and averages.

2. The type(s) of Collection service(s) provided, a list of all Hauler Routes serviced, and a record of the addresses served on each Hauler Route. (Standard-Compliance Approach only)

3. Guidance: SB 1383 Regulations (14 CCR Section 18994.2) require a report of the total number of Generators that receive each type of Organic Waste Collection service provided by the Jurisdiction. It is more common for a Contractor to provide a complete Customer subscription report an example of which is provided below. A summary of Customer subscription data, including the number of accounts; the total number of Generators enrolled with Contractor for service, listed separately by service level and Container type (Cart, Bin, and Roll-Off service), separately by Single-Family, Multi-Family, and Commercial Customers, and separately for each type of Discarded Material; and the number of Bulky Items Collections performed. Guidance: Some Jurisdictions may prefer to receive this on a semi-annual basis particularly if they are involved in the public education and technical assistance efforts.

4. A detailed list of Single-Family, Multi-Family, and Commercial Customer information, including Gray Container Waste, Mixed Waste, Source Separated Recyclable Materials, and SSGCOW Service Levels, Customer type, and Customer service addresses reflecting Customer Service Levels as of December 1 (for the year in which the report is submitted)

5. (Performance-Based Compliance Approach) Participation and Service Level data for the Source Separated Recyclable Materials and SSGCOW Collection Service, including: total number of Generators not required to enroll; the total number of Generators required to enroll, and the total number of Generators actually enrolled and participating. Contractor shall include a calculation of the overall participation rate for the Blue Container Collection Service and Green Container Collection Service, demonstrated as the percentage of Generators enrolled with Contractor for the Blue Container and Green Container compared to the total amount of Generators.

6. The number of C&D Collection Sites served and Tonnage Collected, Tonnage Diverted, and Diversion level for each C&D Collection Sites based on C&D project reporting required in Exhibit D. Guidance: If C&D Collection is not part of the scope of the Agreement, delete this subsection.

B. **Processing Facility Report**

Guidance: Include this Section if the Contractor selected one or more of the Approved Facilities. If all Facilities are Designated Facilities that the Jurisdiction directed Contractor to use, omit this Section.

1. High Diversion Organic Waste Processing Facility: A list of the Approved High Diversion Organic Waste Processing Facility(ies) used, including the State Recycling and Disposal Reporting System (RDRS) number for each Facility that received Mixed Waste. Guidance: Only applicable two- and one-Container systems and three- and three-plus-Container systems when Organic Waste, such as Food Waste, is allowed for Collection in the Gray Containers. Delete for three- and three-plus-Container systems when Organic Waste is not allowed in the Gray Containers.

2. High Diversion Organic Waste Processing Facility: In accordance with Section E.2.H.3 of Exhibit E, copies of quarterly and annual average Mixed Waste organic content recovery rates for each High Diversion Organic Waste Processing Facility used by the Contractor to demonstrate that the Facility(ies) meets or exceeds the Organic Waste content recovery requirements specified in 14 CCR Section 18984.3. Guidance: Only applicable to two- and one-Container systems and three- and three-plus-Container systems when Organic Waste, such as Food Waste, is allowed for Collection in the Gray Containers. Delete for three- and three-plus-Container systems when Organic Waste is not allowed in the Gray Containers.

3. Designated Source Separated Organic Waste Facility(ies) for Transfer/Processors: In accordance with Section E.2.G.2 of Exhibit E, documentation for each of the Designated Source Separated Organic Waste Facility(ies) that is/are Transfer/Processors, as defined in 14 CCR Section 18815.2(a)(62), used for Processing SSBCOW and SSGCOW, where such documentation provides the annual average source separated organic content recovery rates determined by CalRecycle pursuant to 14 CCR Section 18815.5(f). Guidance: Only applicable if using a Performance-Based Compliance Approach. Delete if using a Standard Compliance Approach.

4. Designated Source Separated Organic Waste Facility for Composting Operations or Composting Facilities: In accordance with Section E.2.G.3 of Exhibit E, documentation for each of the Designated Source Separated Organic Waste Facility(ies) that is a Composting operation or Composting facility, as defined in 14 CCR Section 18815.2(a)(13), used for Processing SSBCOW or SSGCOW, where such documentation shall demonstrate the actual 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, demonstrations compliance with the digestate handling requirements specified in 14 CCR Section 17896.5. Guidance: Only applicable if using a Performance-Based Compliance Approach. Delete if using a Standard Compliance Approach.

5. Temporary Equipment or Operations Failure: If the Contractor is granted a processing facility temporary equipment or operational failure waiver, in accordance with Section 6.8 of the Agreement, the Contractor shall include the following documents and information:

a. The number of days the Processing Facility temporary equipment waiver or operation failure waiver was in effect;

b. Copies of any notifications sent to the Jurisdiction pursuant to Section 6.8.C of the Agreement, and copies of Jurisdiction notices to Contractor pursuant to Section 6.8.C of the Agreement;

c. Documentation setting forth the date of issuance of the waiver, the timeframe for the waiver; and,

d. A record of the tons of Organic Waste, Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and/or Gray Container Waste redirected to an Alternative Facility or Disposed at an Approved Disposal Facility as a result of the waiver, recorded by Collection vehicle or transfer vehicle number/load, date, and weight.

6. Homeless Encampments and Illegal Disposal Sites: The total Tonnage amount of Discarded Materials, listed separately by Discarded Material type, removed from homeless encampments and illegal disposal sites as part of an abatement activity, listing each Collection event separately by date, location, and Tonnage Collected, pursuant to Section 6.8.E of the Agreement. Guidance: This reporting in not required for the Performance-Based Compliance Approach pursuant to 14 CCR Section 18998.2(a)(3). Jurisdictions using the Performance-Based Compliance Approach may include it at their option or delete it.

7. Quarantined Organic Waste: A record of all compliance agreements for quarantined Organic Waste that are Disposed of, including the name of Generator, date issued, location of final disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a Landfill, pursuant to Section 6.8.F of the Agreement. Guidance: This reporting in not required for the Performance-Based Compliance Approach pursuant to 14 CCR Section 18998.2(a)(3). Jurisdictions using the Performance-Based Compliance Approach may include it at their option or delete it.

8. Compostable Plastics in Green Containers: Written notification that the Approved Organic Waste Processing Facility(ies) has and will continue to have the capabilities to Process and recover the Compostable Plastics included with the SSGCOW Transported to the Approved Organic Waste Processing Facility.

9. Plastic Bags in Food Waste or Green Containers: Written notification to the Jurisdiction that the Approved Organic Waste Processing Facility has and will continue to have the capabilities to Process and recover plastic bags when it recovers SSGCOW.

C. **Public Education and Outreach Report**

Guidance: Recordkeeping and reporting for public education and outreach is not required under the Performance-Based Compliance Approach, except as it pertains to Edible Food Recovery. Jurisdictions using the Performance-Based Compliance Approach may wish to modify or remove this Section accordingly.

1. A copy of all education and outreach materials provided to Generators, or otherwise used for education and outreach efforts in accordance with Section 6.3 of the Agreement, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.
2. A record of the date and to whom the information was disseminated or direct contact made, in the form of a list that includes: the Generator’s name or account name, the type of education or outreach received; the distribution date, and the method of distribution.
3. The number of Organic Waste Generators and Commercial Edible Food Generators that received information and the type of education and outreach used. Guidance: Delete Commercial Edible Food Generators if Jurisdiction does not require Contractor to provide education to Commercial Edible Food Generators.
4. For any mass distribution through mailings or bill inserts, the Contractor shall maintain a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
5. A copy of electronic media, including the dates posted of: social media posts, e-mail communications, or other electronic messages.
6. A summary of the status of the annual education plan of the reporting year, including activities conducted and the quantitative and/or qualitative results of those activities. Guidance: Include only if Jurisdiction requires annual education plan by Contractor.

7. The annual public education plan required by Section 6.3 of the Agreement for the upcoming then-current calendar year. For example, Contractor submittal of a 2021 annual report in February 2022 shall include Contractor submittal of the annual public education plan for calendar year 2022. Guidance: Include only if Jurisdiction requires annual education plan by Contractor.

8. Contractor shall maintain a record of all technical assistance efforts conducted pursuant to Section 6.4 of the Agreement, including:

a. The name and address of the Customer/Generator receiving technical assistance, and account number, if applicable.

b. The date of any technical assistance conducted and the type of technical assistance, including, but not limited to: waste assessments, compliance assessments, direct outreach, workshops, meetings, events, and follow-up communications.

c. A copy of any written or electronic educational materials distributed during the technical assistance process.

9. A copy of all special event reports submitted to the Jurisdiction in accordance with Section 5.13 of the Agreement.

D. **Compliance Monitoring and Enforcement Report**

Guidance: The Jurisdiction is also required to report the number of penalty orders issued, categorized by type of regulated entity; however, this has not been included in this section, as nothing in the SB 1383 Regulations authorize the Jurisdiction to delegate its authority to impose civil penalties, or maintain an action to impose civil penalties, to a private entity, such as the Contractor. Note that this Exhibit and Section 6.10 do not anticipate that the Contractor will be responsible for investigating complaints against Food Recovery Organizations or Food Recovery Services. A Jurisdiction using the Performance-Based Compliance Approach is only responsible for inspection and enforcement requirements related to Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services; and thus may wish to modify this Section accordingly. Jurisdiction shall delete any items it is not requiring Contractor to perform.

1. A summary of the total number of SB 1383 Regulatory non-compliance complaints that were received and investigated, and the number of Notices of Violation issued based on investigation of those complaints, in accordance with Section 6.10 of the Agreement and Exhibit G, Section G.4.2.D.

2. The total number of Hauler Route reviews conducted pursuant to Section 6.9 of the Agreement.

3. The number of inspections conducted by type for Commercial Edible Food Generators, and Commercial Businesses.

4. A copy of written and/or electronic records and documentation for all audits, studies, compliance reviews, and all other inspections conducted pursuant to Section 6.9 of the Agreement.

5. The number of Commercial Businesses that were included in a compliance review performed by the Contractor, and the number of violations found and corrected through compliance reviews, if different from the number reported in subsections D.6 and D.7 of this Section; including a list with each Generator’s name or account name, address, and Generator type.

6. The total number of Notices of Violation issued, categorized by type of Generator.

7. The number of violations that were resolved, categorized by type of Generator.

8. Copies of all Notices of Violation and educational materials issued to non-compliant Generators.

E. **Food Recovery Program Support**

Guidance: If Jurisdiction is including Edible Food recovery program requirements in Section 6.5 of the Agreement, the Jurisdiction may wish to include additional reporting requirements regarding Edible Food Recovery. Some example provisions are provided below. Note that Contractor is not required to report regarding Edible Food recovery, but this reporting may support the Jurisdiction in obtaining information for fulfilling its recordkeeping and reporting requirements under SB 1383 Regulations (14 CCR Sections 18991.2 and 18994.2), which are noted in green text. If the Jurisdiction chooses to require an Edible Food recovery program contribution fee for each Rate Period, as described in Section 9.2 of the Agreement, reporting of fee payments should be includes in Section G.4.3.G of this Exhibit. Jurisdiction shall delete any items it is not requiring Contractor to perform.

1. The total number of Generators classified as Tier One and Tier Two Commercial Edible Food Generators located within the Jurisdiction.
2. The number of Food Recovery Services and Food Recovery Organizations located and operating within the Jurisdiction that contract or have written agreements with Commercial Edible Food Generators for Food Recovery.
3. The number of Generators participating in the Edible Food recovery program, as described in Section 6.5 of the Agreement.
4. Option: Contractor participates in Collection of Edible Food: Documentation of the total pounds of Edible Food recovered in the previous calendar year, a list of partner Food Recovery Organizations or Food Recovery Services that recovered the Edible Food, and copies of donation weight logs, Food Recovery contracts and written agreements, and any other documentation of donation or transportation activities between the Contractor and the Food Recovery Organization or Food Recovery Service.
5. Option: Contractor provides financial support directly to the organizations; Documentation of any financial support given by the Contractor directly to Food Recovery Organizations or Food Recovery Services, including receipts, invoices, or other documentation relevant to the type of support provided. Guidance: This subsection can address Contractor donation of in-kind services, direct financial payments, donations, etc.
6. Option: If Contractor supports the Jurisdiction’s Edible Food Recovery capacity planning or compliance reviews: The results of the quarterly or other frequency examinations of Hauler Routes to identify Commercial Edible Food Generators with food recovery and donation opportunities, pursuant to Section 6.5 of the Agreement. The findings shall include the number of Commercial Edible Food Generator Customers participating in a food recovery program, the number of Commercial Edible Food Generator Customers not participating in a Food Recovery program, and the reasons for participation or non-participation if gathered during the review.

F. **Vehicle and Equipment Inventory**

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

2. If applicable, the name, physical location, and contact information of each entity, operation, or facility from whom the RNG was procured.

3. If applicable, the total amount of RNG procured by the Contractor for use in Contractor vehicles, in diesel gallon equivalents (DGE), including copies of any receipts, invoices, or other similar documentation evidencing procurement. In addition to the amount procured, Contractor shall include the total amount actually used in Contractor vehicles in the calendar year, if these values are different.

G. **Customer** **Revenue and Jurisdiction Fee Payment Report**

Provide a statement detailing gross receipts from all operations conducted or permitted pursuant to this Agreement and report of all Jurisdiction fees paid in accordance with Article 9 of this Agreement. Provide a list of Customers that are forty five (45) or more days past due and include the following information for each delinquent account: name; service address; contact information; number of days the account is delinquent; and method(s) the Contractor has used to attempt collection of the bad debt, including date of such attempt(s). Guidance: Include the last sentence only if the Jurisdiction’s agreement is an exclusive franchise agreement and the Jurisdiction has some responsibility for bad debt. Otherwise, omit last sentence.

**G.4.4 Additional Reports**

A. **Upon Incident Reporting**. Jurisdiction reserves the right to request additional reports or documents in the case of unforeseen events or additional requirements imposed upon the Jurisdiction. The Contractor shall provide the requested reports, documents, or information within ten (10) Business Days upon receipt of the request or within a timeframe determined by the Jurisdiction Contract Manager, which shall not to exceed ten (10) days.

B**. AB 901 Reporting**. At Jurisdiction’s option, Jurisdiction may require that Contractor provide the Jurisdiction copies of Contractor’s AB 901 reports on a regular basis (such as monthly, quarterly, or annually) or within ten (10) Business Days of the request.

C. **CALGreen Code Compliance.** Contractor shall maintain records of any information or documentation required to demonstrate compliance with the California Green Building Standards Code (CALGreen Code), as adopted by Jurisdiction Municipal Code Section \_\_\_. Jurisdiction may request that this information be included in the monthly or annual report(s), as it pertains to the services provided under this Agreement. Jurisdiction shall notify the Contractor of this request within ten (10) Business Days prior to the submittal deadline of the monthly and/annual report where the information is to be included.

D. **Buy-Recycled Policy Report.** Contractor shall maintain records evidencing compliance with the “Buy-Recycled Policy” described in Section 7.9 of this Agreement, including, but not limited to, the documentation specified in Section 7.9.D. Contractor shall submit a copy these records and/or a summary report to the Jurisdiction, upon Jurisdiction request.

E. **Facility Capacity Planning Information.** Jurisdiction may require Contractor to provide Jurisdiction with information of available Organic Waste Processing capacity for any Approved Processing Facilities, where available capacity may include identification of monthly Tons of additional Organic Waste such Approved Facilities have the ability to receive within permitted limits. Contractor shall respond to Jurisdiction within 60 days of Jurisdiction’s request for information regarding available new or expanded capacity, and, at Jurisdiction’s option, may be required to submit reports on a more regular basis (such as monthly, quarterly, or annually). If Contractor uses a Subcontractor to perform some or all of the Facility-related services required by this Agreement, Contractor shall secure any Jurisdiction-requested Facility capacity planning information from its Subcontractor(s). The annual Facility capacity planning report shall comply with the following:

1. Include reports of current throughput and permitted capacity and available capacity for SSBCOW and SSGCOW Processing for any Facility in the Jurisdiction that processes SSBCOW and/or SSGCOW. Existing capacity may include identification of monthly Tons of additional Source Separated Recyclable Materials, SSGCOW, SSBCOW, and/or Mixed Waste capacity such Facility has the ability to receive within permitted limits.

2. Include description of potential new or expanded Processing capacity at those Facilities, operations, and activities for Processing of SSBCOW and/or Organic Materials, including information about throughput and permitted capacity necessary for planning purposes.

3. Be submitted using a form or format approved by the Jurisdiction Contract Manager.

F. **Customized Reports**. Jurisdiction reserves the right to request Contractor to prepare and provide customized reports from records Contractor is required to maintain.