



Waste Management County of Orange Unincorporated Manure Program

Waste Management and the County of Orange are pleased to announce a new and improved “clean manure only” recycling program. As California Senate Bill (SB) 1383 requires the County of Orange to divert organic material collected from the landfill, participation in the “clean manure only” program is mandatory for manure generating customers.

Manure Cart Service



Waste Management can provide residents up to five (5) manure carts to be serviced one time per week. Total manure carts will be capped at five (5) with bin service being required for any additional volume. Due to the weight of this material type, the maximum cart size permitted is 65 gallons. If you currently have a larger size container which you are utilizing for manure, Waste Management will be exchanging your container upon availability.

65-Gallon Manure Cart	Rate Per Cart
1x/week	\$102.00

Manure Bin Service



For customers with higher volumes of manure, Waste Management offers 2 cubic yard bins that can be serviced multiple days of the week. Please note, if your residence requires stinger service, there is an additional cost. Due to the weight of this material type, the maximum bin size permitted is 2 cubic yards. If you currently have a larger size container which you are utilizing for manure, Waste Management will be exchanging your container upon availability.

2 Cubic Yard Manure Bin	Rate Per Bin
1x/week	\$198.00
2x/week	\$380.00
3x/week	\$570.00
4x/week	\$760.00
5x/week	\$950.00

Acceptable Materials & Contamination

Acceptable materials which should be placed in the manure container include manure, wood shavings and stable bedding. Any item that is not manure related can spoil an entire batch of otherwise good material. Please do not throw any trash, green waste, plastic, metal, bags or any other non-manure related material into the manure container as this will be considered contamination. If your container is contaminated, the manure recycling truck may not be able to pick it up, resulting in non-service. Waste Management and the County of Orange thank you for your dedication to environmental stewardship and assistance in complying with state mandates.

**MANURE
RECYCLING
ONLY**

MANURE, WOOD SHAVINGS,
AND STABLE BEDDING

NO

TRASH, GREEN WASTE,
OR RECYCLABLES

**RECICLAJE DE
ABONO
(ESTIÉRCOL)
SOLAMENTE**

ABONO (ESTIÉRCOL), VIRUTAS DE
MADERA Y PAJA PARA ESTABLO

NO

COLOQUE BASURA, DESECHOS
DEL JARDÍN NI RECICLABLES



Important Message Regarding New Rates and State Law Impacting Manure Customers.
Please see attached for valuable information and contact information for assistance.

In September 2016, Senate Bill 1383 (SB 1383) set methane emissions reduction targets for California in a statewide effort to reduce emissions of short-lived climate pollutants. This requires jurisdictions to implement mandatory organic waste collection and recycling in a statewide effort to divert organic waste from landfills with goals to:

- Reduce organic waste disposal 50% by 2020 and 75% by 2025
- Recover at least 20% of currently disposed surplus edible food by 2025

SB 1383 takes effect January 1, 2022. With new target goals in place set forth by the State to reduce the amount of organic material entering landfills, materials must now go through varying processes to be properly recycled, composted or disposed of.

What is organic waste?

Organic waste includes food waste and green waste which will now be mixed together in the green waste container. Manure is also considered organic waste under the law and will need to be separated in designated manure only recycling container.

How does this affect me?

Because of this new law, the County of Orange is formalizing a clean manure recycling program. You have been identified as a customer with dumpster service who requires designated manure collection. This material now has to be recycled at a specialized facility at a much higher cost.

What should I expect?

Due to this new law, the County of Orange and WM are required to establish new rates for the separate collection and recycling of manure effective January 1, 2022 for dumpster service and March 1, 2022 for cart service. All invoices with manure service will be monthly going forward. See enclosed flyer for container options. If you have a container outside of these options, we may exchange it subject to availability.

What do I need to do now?

No additional action is required. As an existing manure customer, you have been automatically enrolled in the clean manure recycling program. Review the enclosed flyer and container options to ensure your service levels are right for you.

Where can I learn more?

We are here to help. Contact us at either OCRecycling@wm.com or (657) 328-8226 for technical assistance. Additionally, we will be hosting a virtual community town hall to discuss this new program, and to answer your questions.

WM County of Orange Manure Townhall	
Date:	January 11, 2022
Time:	6:00 – 7:00 PM
How to Join:	Visit home.wm.com/orange-county for virtual meeting link. No registration is required.



January 23, 2022

To: Supervisor Donald Wagner, 3rd District, County of Orange

RE: Waste Management Services to Orange Park Acres County Residents

Dear Supervisor Wagner:

The Orange Park Association Board has great concern of the economic burden Waste Management has placed on the Orange Park Acres County Residents. The County has failed its constituents. The tickle down effect of these changes was not looked at for our neighborhood.

The most impactful is the economic burden, all at a time when families are still suffering with the impacts of Covid and all the variants.

A number of residents have been contacting the OPA Board asking for answers to the many issues with Waste Management, so in turn we are looking to the County for answers. As well, we have been unable to find in the contract the County signed with Waste Management anywhere about an increase for the manure carts that many are using. Since the "Brown cart" rates were not included in the contract awarded to Waste Management. Does that allow Waste Management to charge as they please?

Economic Burden:

Our research has exposed rates from other Cities Waste Management has contracts with which is available to the public online. The rates range from NO charge for manure pickup to reasonable rates of \$35.00. Why are we unable to get such rates?

As a side note, we understand the cost of fertilizer has gone up 231%. The cost of a bag of fertilizer is \$4.00. And this information was gathered from Serrano Creek where our manure is being hauled to according to Waste Management. The manure we are being charged excess charges to pick-up is being hauled there and “processes” and resold. This is a problem that needs to be looked at. Waste Management is increasing rates under the guise of SB1383. Composting manure and selling it for profit.

This level of economic burden to residents may cause them to move or sell their horses. The potential effect: reduction in the number of Waste Management customers. Not to mention the many other repercussions that people take when they cannot afford pick-up such as spreading the manure on their properties which will cause flies, bacteria and smells throughout the area. We take pride in not being like other areas that allow manure to build up. We take pride in our neighborhoods!

Service:

Waste Management customer service performance is below what any County should expect in awarding a contract. Customers have been inconsistently charged or told what service they must have. Waste Management “negotiated” a price to work with one of OPA County Residents for bin service. Several instances of inconsistent rate charges; non pickup; lack of follow through from Waste Management staff. Your office has received several emails and phone calls. Not to mention the fact that they are unable to supply the customer with the product they are now demanding us to have. We are being told there is a year wait for 2-yard bins due to backorders. So then what does a customer do? There is only one person named Dwanda Rolls within WM that is dealing with all the customer’s needs, and she must deal with several cities and areas and cannot keep up with her workload. Obviously, Waste Management did not prepare for this roll out in more than one way.

Let’s also talk about the fact that per the contract there is supposed to be an education to the community. Which they have now started after the fact with Town Halls online that most customers cannot log into or do not know are even happening.

Traffic:

Waste Management rate increases combined with limit of carts, plus size of bin will create additional truck; stinger/valet; and number of trips impacting this equestrian community. Now a home that would be visited once a week now will need additional visits per week due to the smaller size of carts and the fact that most homes only had a bin. Example: My home now has the stinger three times a week plus 3 visits added a week for Trash, Recycle and Green waste. Our streets and traffic will be hugely impacted by this. And let's not even go down the road of safety with horseback riders and the noise impacts in the neighborhood.... that brings on a whole new can of worms.

Public Safety:

The public safety of equestrians, pedestrians, bicyclists is a major concern. Additional traffic will incur with the rate increases. Unfortunately, there was a Waste Management employee fatality on Orange Park Blvd. None of us wish that to happen again. We worked very hard to maintain a low-speed limit for this equestrian community. The increased number of trash trucks and bins parked along our small roads leads to many horse-related "spooks". I personally deal with it daily and because I am on the Blvd watching people try and ride down the trail, I watch people fall off and horses run due to the load banging when dumping, and air brakes constantly. The increase in the number of trucks was obviously not thought about.

Below is a comparison chart we would like you to review:

COMPARISON CHART:

Description	WM Monthly Charge	CR&R Monthly Ch	Variance	Notes
65 Gal Cart Service Current Rate, per can per month	\$102.00 Per (5 max)	Not Availab	NA	The previous rate was \$10 per can (on #), for a 96 gal can. This is a 920% increase in rate. Residents will pay additional \$1,104 annual PER CAN will have to use more cans due to reduction size. For residents that use cans, this is an additional \$5,520.00 ANNUALLY. They are also reducing the can size from 96gal to 65gal. This is 32.29% decrease in can size, but not allowing more than 5 cans. They will be exchanging cans due to availability
2cy Bin (P/U 1X Week)	\$198.00	\$45.67	333.54%	At a difference of \$152.33 per month,

			\$152.33 Mo	residents pay an additional \$1,827.96 Annually using WM
2cy Bin (P/U 3X We	\$570.00	\$101.28	462.80% \$468.72 Mo	At a difference of \$468.72 per month, residents pay an <u>additional \$5,624.6 Annually</u> using WM
3cy Bin (P/U 1X We	No Longer Available	\$63.29	NA	WM is no longer offering larger than 2 bins with new pricing and will be exchanging upon availability
3cy Bin (P/U 3X We	No Longer Available	\$125.53	NA	WM is no longer offering larger than 2 bins with new pricing and will be exchanging upon availability
Valet/Stinger rates 2cy Bin (1X Week)	\$50.28	\$21.34	135.61% \$28.94	At a difference of \$28.94 per month, residents pay an additional \$347.28 Annually using WM
Valet/Stinger rates 2cy Bin (3X Week)	\$150.84	\$64.81	\$132.74% \$86.63	At a difference of \$86.03 per month, residents pay an additional \$1,032.36 annual using WM
Valet/Stinger rates 3cy Bin (1X Week)	No Longer Offered	\$21.34	NA	WM is no longer offering 3CY bins, but CR&R does.
Valet/Stinger rates 3cy Bin (3X Week)	No Longer Offered	\$64.81	NA	WM is no longer offering 3cy bins, but CR&R does

Orange Park Association respectfully requests ALL increases effective January 2022 be postponed until an equitable solution is found for the residents.

Respectfully,

Sherry Panttaja, President

Orange Park Association

Supervisor Don Wagner,

The Orange Park Association and many of the OPA residents were on the Waste Management Virtual Town Hall Meeting on January 11th, 2022. Signing in to be a part of the meeting was extremely difficult and there were no directions given on how to do it. The Town Hall was not what the residents were hoping for. Basically, it was a presentation of the information that everyone already knows and then we were allowed to type in our questions for the speaker Ashley to answer. There were many more questions than they were prepared for, and the speaker picked the ones she was able to answer. Leaving many very important questions unanswered and many frustrated residents as the meeting closed. Following the so-called Town Hall angry residents reached out again to the OPA Board and want answers since they are not getting them from Waste Management. The OPA Board is taking this issue seriously as you already know since we have met and had several discussions regarding the contract between WM and the County. The residents want a resolve since none has been taken other than moving off the increase until March.

This letter is to ask what other solutions we have to the issue at hand. What do residents do that are now unable to afford their manure pickup? During the WM Town Hall the presenter basically said that horses cost a lot of money, and this is just another cost. This angered many since all horse owners are not wealthy and are not able to afford this increase or demand on them to get a bin rather than a cart. Most homes have no location to put a bin that the valet service can access.

As well, those residents that have reached out to WM to discuss the needs of carts and bins have been told that bins are on back order for at least a year and that they are trying to get enough carts for everyone. This shows to the residents that WM was not prepared for this rollout and did not do a proper evaluation of the needs in these equestrian areas.

With that said the OPA board and residents have been checking into the fees in other equestrian areas of California.... which by the way are also part of the WM service areas. There are no other areas that are being charged the rates that OPA is being charged. Many areas are not having an increase or are not being charged at all for their manure carts. This inconsistency in pricing needs to be investigated.

In addition, the OPA Board was told at a meeting at the Count office in 2021 that CRR and other waste companies would be following these mandates and prices would increase with those companies as well. We have reached out to CRR and found out that they have already done their mandate and have been following these rules and their rates are not increasing. So once again, we would like an answer to that finding and an explanation as to why WM is being allowed to do this to residents in the County of Orange.

We are asking that **all of the rate changes not go into effect** until the County of Orange has done a thorough review of rates and transparency is given to its County residents. The Supervisors office needs to reach out to the residents and understand the needs. There needs to be an economic resolution to the extreme increase especially during unprecedented times with Covid affecting all.

We are asking our Supervisor to come to the help of the residents and come to us with a resolve that residents can afford.

We are having our Orange Park Association Annual General Membership Meeting this Saturday January 29th and I would like to announce to the residents that our County Supervisor is going to protect us and hold off on any increases until a new contact and resolve can be presented,

Attached is a letter from the Orange Park Association with their concerns for the OPA County Residents Waste Management is servicing and the issues with their service.

Sincerely,

Sherry Panttaja, President
Orange Park Association

From: laurathomas_opa@hotmail.com,
To: rtgomez@aol.com,
Subject: FW: Resending-Contract between County of Orange & Waste Management-Manure Disposal
Date: Thu, Feb 24, 2022 9:36 am
Attachments: 15Attach-WM.pdf (15321K)

Here's the WM contract with Laurel's references

Am forwarding her email so you will know the communication she has had with Wagner/County.

Thanks,

Laura Thomas

714-264-4242

On Feb 23, 2022, at 11:37 AM, Laurel Wykes <lwykes62@gmail.com> wrote:

I just wanted to keep you all in the loop and copy everyone on an email/attachment I sent to the County of Orange and Waste Management, I also had a zoom call with Supervisor Wagner and pointed out my findings as well.

I also forwarded my email/attachments to Amy Taxin, Associated Press and will be posting an update on Nextdoor, Orange Park Acres Neighborhood Page and Orange County Horse Network (to reach the Canyons).

L.

From: Laurel Wykes <lwykes62@gmail.com<mailto:lwykes62@gmail.com>>
Date: Wed, Feb 23, 2022 at 10:49 AM
Subject: Fwd: Resending-Contract between County of Orange & Waste Management-Manure Disposal
To: <ryan.amos@ocwr.ocgov.com<mailto:ryan.amos@ocwr.ocgov.com>>

Okay, hopefully third time is the charm. Please confirm receipt of this email.
Thank You,
Laurel

----- Forwarded message -----

From: Laurel Wykes <lwykes62@gmail.com<mailto:lwykes62@gmail.com>>
Date: Wed, Feb 23, 2022 at 10:44 AM
Subject: Resending-Contract between County of Orange & Waste Management-Manure Disposal
To: <tom.koutroulis@ocwr.ocgov.com<mailto:tom.koutroulis@ocwr.ocgov.com>>, <ryanamos@ocwr.ocgov.com<mailto:ryanamos@ocwr.ocgov.com>>, Wagner, D <dwagner@ocgov.com<mailto:dwagner@ocgov.com>>

Cc: Buttress, Pat <pat.buttress@ocgov.com<mailto:pat.buttress@ocgov.com>>, Gardner, Martin <martingardner@ocgov.com<mailto:martingardner@ocgov.com>>, <jgalvan4@wm.com<mailto:jgalvan4@wm.com>>

I am resending this email as I had 2 incorrect email addresses. Please disregard the previous email.

Dear Tom, Ryan and Supervisor Wagner,

I am a resident of Orange Park Acres and I am writing in regard to the new Waste Management contract pricing for Horse Manure Disposal Cart Service. This Contract is between the County of Orange, California and Waste Management Collection and Recycling, Inc (See Attachment 15, cover page and signature page of the Contract). I know that many residents have complained about the 920% increase in rates (from \$10.00 per 95-gal cart per month to \$102.00 per 65-gal cart, per month, with a 5-cart limit) and rightfully so. I am not a lawyer, but I have 30 years of experience in negotiating contracts for my clients. I have read the signed contract in detail and based on the definitions and terms & conditions of the contract, these rates are not the applicable rates. The applicable rates are \$10.00 per 95-gal cart, per month with no cart limit as listed on Contact Page 107, Appendix 2-A Maximum Rates for Residential Service (See Attachment 11).

I am also questioning the validity of the Bin rates for manure disposal listed on Contract Page 108 Appendix 2-B Multi-Family and Commercial Bin Rates (See Attachment 13) and valet rates or lack there-of (See Attachment 11) in this contract.

Let me outline my findings below and I'll summarize at the end. I'll start with Organic Cart service/rates and then comment on Manure Bin service/rates and valet service.

First, I would like to confirm the following definitions:

1. "Residential Premises" means Single-Family Dwellings and Multi-Family Dwelling Units lawfully occupied for human shelter. Residential Premises shall also mean any building or site from which horse manure is generated, including but not limited to maintenance and boarding of horses, provided such premises include a residence used for human shelter (See Attachment 1 for Contract Page 17 which outlines this definition).
2. "Commercial Premises" means any building or site (other than Residential Premises) in the Franchise Area from which any business, service, non-profit, governmental, institutional, commercial, or industrial activity is conducted and from which Discarded Materials are generated, produced, or discarded, including without limitation motels, hotels, recreational vehicle parks, restaurants, professional offices, clubhouses, places of entertainment, manufacturing plants, and private schools. Businesses or business activities operated from Single-Family Dwellings using Bins shall be deemed to be Commercial Premises. Commercial Premises shall not mean any building or site from which horse manure is generated, including but not limited to maintenance and boarding of horses, provided such premises include a residence used for human shelter (See Attachment 2 for Contract Page 10 which outlines this definition).
3. "Single-Family" or "Single-Family Dwelling" means any Residential Premises with less than five (5) units. (See Attachment 3 for Contract Page 18 which outlines this definition).
4. "Multi-Family Dwelling" means of, from, or pertaining to Residential Premises with five (5)

or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses (See Attachment 4 for Contract Page 15 which outlines this definition).

5. "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, yard trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively (See Attachment 5 for Contract Page 16 which outlines this definition).

From the definitions above, 99.5% of all OPA Residents fall under the categories of Residential Premises/Single-Family Dwelling and horse manure falls under the category of Organic Waste. This is undisputed and clearly outlined in this contract

Now, let's look at the Collection Services:

6. (H) Manure. The Franchisee shall collect all horse manure properly discarded at any Franchise Premises. The terms of such Collection services shall be according to the Rate defined in Appendix 2-C.

(See Attachment 6 for page 30 of contract, which outlines H-Manure collection)

(See Attachment 7 for page 110, Appendix 2-C. Please note this not the correct page as it outlines rates for roll off containers and not the bin service)

7. SECTION 4.9. SINGLE-FAMILY ORGANIC WASTE COLLECTION. Franchisee shall provide Single-Family Customers with a Container for collection of Source Separated Green Container Organic Waste. Containers must comply with the requirements in Appendix 1-C. Acceptable materials are listed in Appendix 1-D. A Food Waste Recycling program must be provided by the Franchisee to Customers no later than January 1, 2022. Franchisee shall Transport the Source Separated Green Container Organic Waste to the Designated/Approved Transfer Facility for Transfer and Transport to the Approved/Designated Organic Waste Processing Facility, as specified in Appendix 1-E.

(See Attachment 8 for Contract page 37, Section 4.9 Single-Family Organic Waste Collection)

(See Attachment 9 for Pages 88 & 89 Appendix 1-C, which outlines cart descriptions and sizes available for Residential Cart Customers)

(See Attachment 10 for Contract Page 92 Appendix 1-D which outlines Acceptable Organic Materials)

Customers may request a second cart, for an additional charge per cart, in accordance with the approved rate schedule

(Appendix 2-A)

(See Attachment 11 for Contract Page 107 Appendix 2-A Maximum rates for Residential Service, which outlines rates for Residential Curbside Cart Rates)

I spoke with a WM representative and confirmed that rates listed on Appendix 2-A are same for 35-gal, 65-gal or 95-gal carts.

To summarize, based on all the information outlined above, it is clear that Appendix 2-A (Attachment 11) represents the rates that apply for Organic Carts (which includes Manure) for Residential Premises/Single-Family Dwellings.

The rates listed on Contract Page 109, Appendix 2-B Multi Family and Commercial Cart Services/Organics (Attachment 12) are the rates that Waste Management is currently proposing to charge (\$102.00 per 65-gal cart, per month). This is incorrect and not applicable, based on definitions, terms and conditions of this signed Contract. Orange Park Acres (OPA) Residents are NOT Multi-Family or Commercial. The price for a 95-gal Organic cart should be \$10.00 per month as listed in Contract Page 107, Appendix 2-A Residential Curbside Cart Rates (Attachment 11). Additionally, there is no limit to the number of carts that can be requested listed in the contract. So, the flyer (that was mailed to all residents with rates and requirements) that lists manure cart limit to Five (5) 65-gal carts is also incorrect and cannot be implemented or enforced.

Regarding the Bin Rates currently being charged (starting at \$198.00) per month is not valid.

These rates are listed for Multi-Family and Commercial Bin Rates (See Attachment 13, Contract Page 108, Appendix 2-B Multi-Family and Commercial Bin Rates). Again, by definition in this signed Contract (See Attachments 1 & 3), OPA Residents are Residential Premises/Single Family Dwelling. Therefore, there currently is NO Contract for Waste Management to provide Manure Bin Service to OPA or any of Franchise Area 5 CA-1. I believe that the County of Orange should do one of the following:

1. Authorize and allow other commercial waste disposal companies to service OPA/the Canyons independently at each resident's request.
2. Authorize and allow CR&R to service OPA Residents, as they already service OPA for the City.
3. Put this service out to bid separately

There are several residents in OPA that were forced to change to commercial accounts for their bin service. We have also had new residents that were turned down for the 95-gal cart service for manure disposal and forced to open a commercial account for bin service. This is not legal and these residents must be able to correct their accounts back to Residential as defined in this signed Contract.

And the last finding is the valet service that is needed for bin transfer and most of the properties here in OPA. There is a line item listed for Valet Service on Contract Page 107, Appendix 2-A (See Attachment 11), but there is no price listed. Therefore, valet service is complimentary and it is not valid or applicable to charge the current fee of \$50.28 per pickup.

As mentioned, this contract is a binding signed contract and enforceable in a court of law. This is the contract that was negotiated by Waste Management and the County of Orange and I respectfully ask Waste Management to honor the terms and conditions of this contract and make the appropriate price/service adjustments, effective immediately and for the duration of the

contract term, July 1, 2021 through June 30, 2031 (See Attachment 14, Contract Page 26, Section 3.2 Term of Franchise Agreement).

I also respectfully ask to be notified by Supervisor Wagner on action to be taken for bin service that currently is not contracted for Residential Service.

Please do not hesitate to contact me with any questions or if you dispute any of these findings.

All Best,
Laurel Maldonado Wykes
10422 Orange Park Blvd.
Orange, CA 92869
760-213-6503
Lwykes62@gmail.com<mailto:Lwykes62@gmail.com>

Attachment 1

“Rate(s)” means the maximum amount, expressed as a dollar unit, approved by the County that the Franchisee may bill a Customer for providing specified services under this Agreement. A Rate has been established for each individual Service Level and the initial Rates for Rate Period One are presented in Appendix 2. The Rates approved by the County are the maximum Rate that the Franchisee may charge a Customer for a particular Service Level and Franchisee may, in its sole discretion, charge any amount up to and including the maximum Rate approved by the County.

“Rate Period” means a twelve (12) month period, commencing July 1 and concluding June 30.

“Recovered Materials” means the products, excluding Residual Waste, produced by the processing of Recyclable Materials.

“Recyclable Materials” means paper, plastic, glass, metals or other materials having economic value contained within Discarded Materials or Source-Separated Recyclable Materials and may also include any other type of recyclable waste material agreed on by the Parties.

“Recycle”, “Recycled”, or “Recycling” means the process of collecting, sorting, cleansing, treating, reconstituting, or otherwise processing materials that are or would be disposed of in the Disposal System and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

“Refuse” means a form of Solid Waste and shall be regulated as such. Refuse refers specifically to Gray Container waste.

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

“Renewable Natural Gas” or “RNG” means gas derived from Organic Waste that has been diverted from a Landfill and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

“Residential Premises” means Single-Family Dwellings and Multi-Family Dwelling Units lawfully occupied for human shelter. Residential Premises shall also mean any building or site from which horse manure is generated, including but not limited to maintenance and boarding of horses, provided such premises include a residence used for human shelter.

“Residential Waste” means Discarded Waste generated, produced, and/or discarded by or at Residential Premises within the County.

“Residual” or “Residual Waste” means the Solid Waste destined for Disposal, further transfer/processing as defined in 14 CCR Section 17402(a)(30) or 14 CCR Section 17402(a)(31) or transformation which remains after Processing has taken place and is calculated in percent as the weight of Residual divided by the total incoming weight of materials.

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

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

Attachment 2

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

"Commercial Edible Food Generators" means Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

"Commercial Premises" means any building or site (other than Residential Premises) in the Franchise Area from which any business, service, non-profit, governmental, institutional, commercial, or industrial activity is conducted and from which Discarded Materials are generated, produced, or discarded, including without limitation motels, hotels, recreational vehicle parks, restaurants, professional offices, clubhouses, places of entertainment, manufacturing plants, and private schools. Businesses or business activities operated from Single-Family Dwellings using Bins shall be deemed to be Commercial Premises. Commercial Premises shall not mean any building or site from which horse manure is generated, including but not limited to maintenance and boarding of horses, provided such premises include a residence used for human shelter.

"Commercial Waste" means Discarded Materials generated, produced, or discarded by or at Commercial Premises within the County.

"Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or as otherwise defined in 14 CCR Section 18984.1(a)(1)(A) for three container systems, and 18984.1(a)(1)(C) for two container systems.

"Compostable Plastic(s)" means food-service and food-packaging plastic materials or plastic bags used for collecting organics material that are placed in the Green Container and transported to a compostable material handling operations or facilities, in-vessel digestion operations or other facility provided the organic waste processing facility accepts the material and has provided written notification annually to the County stating that the facility can process and recover that material for compostability, as defined in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

"Compost" has the same meaning as in 14 CCR Section 1789.2(a)(4), which stated, as of the Effective Date of this Agreement that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized Facility.

"Construction and Demolition Waste" or "C&D" means County Discarded Materials generated, produced, or discarded in connection with construction, demolition, landscaping, or general clean-up activities within the Franchise Area, including without limitation concrete, plaster, drywall, Greenwaste, wood scraps, metals, dirt, rock and rubble.

"Container" means a receptacle for temporary storage of Discarded Materials. Containers may include Carts, Bins, Roll-Off Boxes, compactors, or other storage instruments to the extent such Containers are permitted by the County for use for Collection services provided under this Agreement.

"Contract Administrator" has the meaning set forth in Section 4.1(J).

Attachment 3

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

“Routing and Collection System” means the routing and collection system for Discarded Materials which is in effect as of the Franchise Date.

“SB 1383” means Senate Bill 1383, the Short-Lived Climate Pollutants Act of 2016 (Chapter 395, Statutes of 2016), which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emission of short-lived climate pollutants as it may be amended, supplemented, superseded, or replaced from time to time.

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

“Scrap Materials” means any materials which are separated by type of Generator thereof from materials which otherwise are discarded or rejected by the Generator as Solid Waste and which are sold or donated by the Generator to a private recycler, scrap dealer, or salvager and recycled. Scrap Materials shall not include any materials which (1) are commingled with Solid Waste, or (2) are not commingled with County Solid Waste, but which are collected by any person other than the Franchisee as part of any transaction or arrangement involving Discarded Materials, irrespective of whether the Generator pays or receives consideration in connection with such transaction or arrangement.

“Self-Hauled Waste” means Discarded Materials hauled by Self-Haulers.

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

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

“Single-Family” or “Single-Family Dwelling” means any Residential Premises with less than five (5) units.

“Single-Family Container” means a container of 110-gallon capacity or less, usually used by a Single-Family Dwelling or a business, for Discarded Materials.

“Solid Waste” means all garbage, solid waste, rubbish, and other materials and substances discarded or rejected as being spent, useless, worthless, or in excess to the Generator thereof at the time of such discard or rejection and which are normally Discarded by or Collected from Residential (Single-Family and Multi-Family), Commercial, industrial, governmental, and institutional establishments, which are acceptable at Class III landfills under Applicable Law, and which are originally discarded by the first Generator thereof and have not been previously processed. Materials shall be deemed “Solid Waste” consistent with the meaning of California Public Resources Code Section 40191, and for purposes of this Agreement shall be regulated as such. Solid Waste includes Organic Waste and Recyclable Materials when they are not source separated, but does not include Source-Separated Organics Waste, Source-Separated Recyclable Materials, Hazardous Waste, Medical Waste, Liquid Waste, Scrap Materials, Construction and Demolition Debris, or Self-Hauled Waste.

Attachment 4

"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

"Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.

"Legal Proceeding" means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Franchise.

"Liquid Waste" means watered or dewatered sewage or sludges.

"Material Recovery Facility" or "MRF" means a permitted Solid Waste Facility where Solid Wastes or Recyclable Materials are sorted or separated for the purposes of Recycling, processing or composting.

"Medical Waste" means any medical or infectious waste prohibited or restricted under Applicable Law from being received by or disposed at the County Disposal System, including but not limited to, waste capable of producing an infection or pertaining to or characterized by the presence of pathogens, including without limitation certain wastes generated by medical practitioners, hospitals, nursing homes, medical testing labs, mortuaries, taxidermists, veterinarians, veterinary hospitals and medical testing labs, and waste which includes animal wastes or parts from slaughterhouses or rendering plants.

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

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

"Multi-Family Dwelling" means of, from, or pertaining to Residential Premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

"Multi-Family Dwelling Unit" refers to an individual residential unit of the Multi-Family Dwelling.

"Non-Compostable Paper" includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

"Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section

Attachment 5

18982(a)(43). Non-Organic Recyclables are a subset of Source Separated Recyclable Materials.

"Operating Assets" means all real and personal property of any kind, which is owned, leased, managed, or operated by or under contract to the Franchisee for providing Franchise Services, including without limitation the Approved Processing Facility, Containers, Vehicles, Transfer Stations, maintenance and storage facilities, administrative facilities, and other equipment, machinery, parts, supplies and tools.

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

"Owner" means the person holding the legal title or having a right to possession of the real property constituting the Franchise Premises to which County Discarded Material collection service is provided or required to be provided hereunder.

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

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, County of Orange, towns, cities, and special purpose districts.

"Performance Assurances" has the meaning set forth in Section 9.8.

"Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, notes pads, writing tablets, newsprint, and other uncoated writing papers, poster, index cards, calendars, brochures, reports, magazines and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).

"Process", "Processed" or "Processing" means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste, Source Separated Recyclable Materials, and Source Separated Organic Waste, including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

"Processing Facility" means any facility, including, but not limited to a MRF, that Processes Discarded Materials.

"Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the County's Blue Container; (ii) Discarded Materials placed in the Green Container that are not identified as acceptable SSGCOW for the County's Green Container; (iii) Discarded Materials placed in the Gray Container that are acceptable source separated Recyclable Materials and/or SSGCOW to be placed in County's Green Container and/or Blue Container; and (iv) Excluded Waste placed in any Container.

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

Attachment 6

(5) Transport Paper Products to the Approved Source Separated Recyclable Materials Processing Facility for Processing

(6) Disposal

Organic Waste collected in the Bulky Item Program must be handled in accordance with SB 1383 Regulations and the Organic Waste Processing requirements of this Agreement.

(E) Annual Community Neighborhood Cleanup Event. Franchisee shall supply one (1) forty (40) yard roll off box per fifty (50) residential customers, not to exceed fifty (50) Bins in Franchise Area per Contract Year, at no additional charge to the County, for County-sponsored neighborhood cleanups. Each cleanup event will last for one day only. Franchisee and County will coordinate the dates and timing of cleanup event or events. Organic Waste collected during these events must be handled in accordance with SB 1383 Regulations and all applicable Organic Waste Processing requirements of this Agreement. Material Collected must be Source Separated and handled in accordance with the Processing requirements of this Agreement or sent to a High Diversion Organic Waste Processing Facility if materials are collected comingled as Mixed Waste.

(F) Disposal of Electronic Waste. Electronic Waste, or "e-waste," collected by Franchisee in accordance with this Agreement shall not be delivered to a Designated Disposal Facility but shall be diverted by taking this waste to a properly permitted Facility.

(G) Holiday Trees. The Franchisee shall collect all Holiday trees discarded by any Franchise Premises (Including Multiple-Family Dwellings) at the Franchise Premises on the first three (3) regularly scheduled collection days after Christmas Day, or such other days as agreed by the Director and the Franchisee, free of any additional charge to any Customer. Trees over six (6) foot in length must be cut in half by the Customer before being placed out for collection. All tinsel and garland must be removed by the Customer prior to Franchisee pick up. Franchisee shall Transport all Collected Holiday trees to the Approved Organic Waste Processing Facility for Processing. If Holiday trees are placed at the curb for Collection after the agreed upon timeframe, Franchisee may require the Customer to use a bulky item pickup.

(H) Manure. The Franchisee shall collect all horse manure properly discarded at any Franchise Premises. The terms of such Collection services shall be according to the Rate defined in Appendix 2-C.

(I) Special Services. The Franchisee shall have the right, but not the obligation, to provide additional Special Services requested by any Customer which are directly related or ancillary to any of the other Franchise Services authorized hereunder. The nature and terms of any such Special Services shall be negotiated directly with the Customer and compensation therefore shall be paid by the requesting Customer at rates negotiated with the Customer. In the event the Director determines that the rates set by the Franchisee for such Special Services are inappropriate, the Franchisee shall provide the Director with information supporting the level of rate proposed by the Franchisee. Upon receipt and review of such information, the Director may set the rate, which shall become binding on the Franchisee. Notwithstanding the foregoing, the County agrees to adjust the rates for Special Services to reflect any fees or taxes which may be imposed from time to time by the County with respect to such services.

(J) Contract Administrator. The County and the Franchisee each shall designate in writing on or immediately following the Franchise Date a person to transmit instructions, receive information, and otherwise coordinate service matters arising pursuant to this Franchise ("Contract Administrator"). The County's Contract Administrator initially shall be the Director. Either Party may designate a successor or

Attachment 7

APPENDIX 2-C

MAXIMUM RATES FOR OTHER SERVICES

This is the wrong page
For Section H, Page 30

WASTE MANAGEMENT ROLL-OFF CONTAINER RATES FRANCHISE SERVICE AREA 5 CA-1

Customer Rates

Row	Service Level	Franchise Area 5 CA-1
		OPA, Canyons and OPA Special Access
	Monthly Customer Rates*	
1	31-40 CY Roll-Off (Standard)	\$ 695.00
2	Over 40 CY Roll-Off	\$ 735.00
3	21-30 CY Compactor	\$ 735.00

WASTE MANAGEMENT RATES FOR OTHER SERVICES FRANCHISE AREA 5 CA-1

Rates Per Occurrence for Other Services*

Row	Service	Franchise Area 5 CA-1
		OPA, Canyons and OPA Special Access
1	Bin cleaning above 1x yr per Section 4.3.D	\$ 110.00

Attachment 8

in Appendix 1-E.

Franchisee shall visit all new Customers within two weeks of the start of new service and maintain records of such visits. Franchisee shall continue to conduct on-site visits to Multi-Family and Commercial Customers throughout the term of the Agreement to implement and optimize recycling programs for each Customer. A list of new account and ongoing account visits, including all information required above, shall be provided, within thirty (30) days, to the County upon request.

SECTION 4.7. MULTI-FAMILY DWELLING AND COMMERCIAL ORGANIC WASTE COLLECTION. Franchisee shall provide a Green Container or Bin to all Customers at Multi-Family Dwelling and Commercial Premises using a Container type mutually agreed upon by the Franchisee and the Customer. All Containers and Bins provided must comply with this Agreement and be approved by the County. Customer and Franchisee shall mutually agree upon an on-site location at which all Source Separated Green Container Organic Waste shall be collected. The cost of the box or Bin shall be in accordance with the approved rate schedule. Containers must comply with the requirements in Appendix 1-C. Acceptable materials are listed in Appendix 1-D. A Food Waste Recycling program must be provided by the Franchisee to Customers no later than January 1, 2022. Franchisee shall Transport the Source Separated Green Container Organic Waste to the Designated/Approved Transfer Facility for Transfer and Transport to the Approved Organic Waste Processing Facility, as specified in Appendix 1-E.

SECTION 4.8. SINGLE-FAMILY SOURCE SEPARATED RECYCLABLE MATERIAL COLLECTION. Franchisee shall provide Single-Family Customers with a container for collection of Source Separated Recyclable Materials. Containers must comply with the requirements in Appendix 1-C. Acceptable materials are listed in Appendix 1-D. Franchisee shall Transport the Source Separated Recyclable Materials to the Designated/Approved Transfer Facility for Transfer and Transport to the Approved Source Separated Recyclable Materials Processing Facility, as specified in Appendix 1-E.

Customers may request a second cart, for an additional charge per cart, in accordance with the approved rate schedule (Appendix 2-A).

SECTION 4.9. SINGLE-FAMILY ORGANIC WASTE COLLECTION. Franchisee shall provide Single-Family Customers with a Container for collection of Source Separated Green Container Organic Waste. Containers must comply with the requirements in Appendix 1-C. Acceptable materials are listed in Appendix 1-D. A Food Waste Recycling program must be provided by the Franchisee to Customers no later than January 1, 2022. Franchisee shall Transport the Source Separated Green Container Organic Waste to the Designated/Approved Transfer Facility for Transfer and Transport to the Approved/Designated Organic Waste Processing Facility, as specified in Appendix 1-E. - Pg 93

Customers may request a second cart, for an additional charge per cart, in accordance with the approved rate schedule (Appendix 2-A). Pg 107

SECTION 4.10. OTHER WASTES. The Parties acknowledge that this Franchise Agreement is granted only with respect to the Franchise Services and does not include the collection, transportation, processing, or disposal of Hazardous Waste, Medical Waste, Liquid Waste, or Construction and Demolition Waste. If the Franchisee elects to provide any such services with respect to Hazardous Waste, Medical Waste, Liquid Waste or any other waste regulated by the Department of Toxic Substances Control, such haulage shall be done pursuant to a separate agreement, by a separate legal entity separately insured and liable, and according to Applicable Law. The Parties further acknowledge that the provision by the Franchisee of any services not specifically included within the Franchise are excluded from the protection of this Franchise and may be the subject of competition among any and all legally authorized

Attachment 9 (Pg 1 of 2)

APPENDIX 1-C CONTAINER SPECIFICATIONS

Minimum Requirements Required by County:

Franchisee will provide Containers to be used under this Agreement.

Franchisee will provide Residential Cart Customers with the option of three cart sizes for Gray Container Waste, Source Separated Recyclable Materials and Source Separated Organic Waste. Sizes offered shall be approximately 35, 64, and 96 gallons. Residential Customers may request different sizes for each waste stream.

Customers may each request one free exchange in cart sizes during each calendar year. One exchange includes all cart size changes included in the same Customer request and may include changes being made to one, two or three of the Customer's carts.

By January 1, 2032, all Containers provided by Franchisee will meet all color and labeling requirements prescribed in SB 1383 Regulations. All new Containers, included those replaced prior to January 1, 2032, must comply with SB 1383 Regulations.

Cleaning and Maintenance. Franchisee shall provide Customers with Bins required during the term of this Agreement and maintain Containers in safe working condition. The size of Franchisee-provided Bins shall be determined by mutual agreement of Customer and Franchisee and shall be subject to County approval. All Bins in use shall be constructed of heavy metal, or other suitable, durable material, and shall be watertight and well painted. Wheels, forklift slots, and other apparatuses, which were designed for movement, loading, or unloading of the Bin shall be maintained in good repair. Upon Customer or County request, or if required to maintain the Containers in a clean condition, Franchisee shall clean Customer Bins above one per year at the rates shown in the approved rate schedule. Contractor shall perform cleaning, repainting, or replacement of Bins as necessary to prevent a nuisance caused by odors or vector harborage. When a Bin is removed for cleaning, Franchisee shall replace the Bin, either temporarily or as a change-out, with another Container.

Bin Identification and Color. Each Bin placed in the Franchise Area by Franchisee shall have the name of Franchisee in letters not less than three (3) inches high on the exterior of the Bin to be visible when the Bin is placed for use. Bins shall be labeled to include bilingual (English and Spanish) and graphic instruction on what materials should and should not be placed in each Bin. Franchisee shall repaint Bins upon County's request if the County deems it necessary to maintain a neat appearance. All Refuse Bins shall be painted a uniform color of, and all Recycling and Organics Bins shall be painted a different, uniform color.

Attachment 9 (Pg 2 of 2)

35 GALLON EG

Capacity	35 Gallon
Model	35EG
Height	38.50"
Width	18.50"
Depth	24.10"
Load Rating	122.5 lbs.
Carts Per Stack	10 high/1,260 per truckload



65 GALLON EG

Capacity	65 Gallon
Model	65EG
Height	40.58"
Width	26.70"
Depth	28.11"
Load Rating	227.5 lbs.
Carts Per Stack	13 high/936 per truckload



95 GALLON EG

Capacity	95 Gallon
Model	95EG
Height	43.50"
Width	29.20"
Depth	33.30"
Load Rating	332.5 lbs.
Carts Per Stack	13 high/702 per truckload



Colors are available in all sizes.

Brown Manure cans
Not pictured but would
be same as organic

Attachment 10

ORGANIC MATERIALS	
ACCEPTABLE MATERIALS	UNACCEPTABLE MATERIALS
Source-Separated Food Waste	
<ul style="list-style-type: none"> All food, fruits, vegetables, meat and bones, poultry, seafood, shellfish, dairy products, cheese, eggs and egg shells, rice, beans, bread, pasta, coffee grounds, and plate scrapings of these materials Food soiled paper towels, tissue products, paper napkins, paper plates and cups, coffee filters, tea bags, paper take out boxes and containers, and paper bags and cardboard 	<ul style="list-style-type: none"> Glass, plastics, metal, plastic wrap, silver Ware, play plates, cups, glasses, diapers, solid waste single stream recyclable materials, green waste materials, food processing liquids, hazardous waste, Kitty litter, pet waste, rocks, dirt Polystyrene, plastic backed paper, blue line paper or blue prints or any paper containing plastics, aluminum foil or foil lined food wrap
Co-Collected Green Waste and Food Waste	
<ul style="list-style-type: none"> Loose green material from the yard, grass clippings, leaves, weeds, tree prunings, bush prunings, plant material, vineyard clippings, tree trunks/stumps/branches 3" or less in diameter, all food, fruits, vegetables, meat and bones, poultry, seafood, shellfish, dairy products, cheese, eggs and egg shells, rice, beans, bread, pasta, coffee grounds, and plate scrapings of these materials Food soiled paper towels, tissue products, paper napkins, paper plates and cups, coffee filters, tea bags, paper take out boxes and containers, and paper bags and cardboard 	<ul style="list-style-type: none"> Glass, plastics, metal, plastic wrap, silverware, plates, cups, glasses, diapers, Solid Waste, Single Stream Recyclable Materials, Food Processing Liquids, Hazardous Waste Polystyrene plastic backed paper, blue-line paper or blueprints or any paper containing plastics, aluminum foil or foil-lined wrap, kitty litter, pet waste, rocks, dirt, and tree trunks, stumps and branches greater than 6" in diameter Polystyrene, plastic backed paper, blue line paper or blue prints or any paper containing plastics, aluminum foil or foil lined food wrap
Source-Separated Manure	
<ul style="list-style-type: none"> Manure, wood shavings and stable bedding 	<ul style="list-style-type: none"> Trash, landscaping waste, recyclables or plastic liners/film

Refuse	
ACCEPTABLE MATERIALS	UNACCEPTABLE MATERIALS
Garbage	
<ul style="list-style-type: none"> All refuse and garbage such as plastic bags and film, diapers, pet waste, polystyrene foam, wax coated paper products, plastic utensils, dishware, ceramics, hardcover books, garden hoses, non-donatable clothing/textiles, non-recyclable plastics, and small manufactured goods (e.g. purses, handbags and backpacks) 	<ul style="list-style-type: none"> Items acceptable in the single stream recyclable and organic material list, as well as hazardous waste, electronic waste, construction debris and bulky items

Attachment 11

APPENDIX 2-A

MAXIMUM RATES FOR RESIDENTIAL SERVICE

WASTE MANAGEMENT RESIDENTIAL CURBSIDE CART RATES AND SERVICE LEVELS FRANCHISE AREA 5 CA-1

Residential Curbside Customer Rates*

Row	Service Level	Franchise Area 5 CA-1
		OPA, Canyons and OPA Special Access
1	Basic Service - # of Accts (1)	\$ 22.65
2	Senior Discount - 10%	\$ 20.39
3	Extra Recycling Cart - # of Carts	\$ 7.00
4	Extra Organics Cart - # of Carts	\$ 10.00
5	Extra Waste Cart - # of Carts	\$ 10.00
6	Extra Bulky Item Pickup Above 3 per Year	\$ 35.00
7	Extra Pickup per Cart - Residential Accounts (2)	\$ 15.00
	Other Services	
9	Special access vehicle P6Z (3)	
10	Senior/Low Income Discount - Special access vehicle P6Z (3)	
11	Private Roads/Valet Service - Burro P6X(4)	
12	2X a week Curbside Service	
13	2X a week Walk-In Service	

Attachment 12

WASTE MANAGEMENT MULTI-FAMILY AND COMMERCIAL CART RATES AND SERVICE LEVELS FRANCHISE AREA 5 CA-1

Monthly Customer Rates*

Row	Service Level	Franchise Area 5 CA-1
		OPA, Canyons and OPA Special Access
	65-Gallon Organics Cart	
1	1x/week	\$ 102.00
2	2x/week	\$ 199.00
3	3x/week	\$ 299.00
	Any Size Refuse Cart	
4	1x/week	\$ 85.00
5	2x/week	\$ 154.00
6	3x/week	\$ 231.00
7	4x/week	\$ 308.00
8	5x/week	\$ 385.00
9	6x/week	\$ 462.00
	Any Size Recycling Cart	
10	1x/week: Recycling Cart at no charge	

Attachment 13

APPENDIX 2-B MAXIMUM RATES FOR COMMERCIAL

WASTE MANAGEMENT MULTI-FAMILY AND COMMERCIAL BIN RATES FRANCHISE AREA 5 CA-1

Monthly Rates*		
Row	Service Level	Franchise Area 5 CA-1 OFA, Canyons and OFA Special Access
2 CY Refuse Bin		
1	1x/week	\$ 220.00
2	2x/week	\$ 424.00
3	3x/week	\$ 636.00
4	4x/week	\$ 848.00
5	5x/week	\$1,060.00
6	6x/week	\$1,272.00
7	Extra Pickup	\$ 85.00
3 CY Refuse Bin		
8	1x/week	\$ 260.00
9	2x/week	\$ 504.00
10	3x/week	\$ 756.00
11	4x/week	\$1,008.00
12	5x/week	\$1,260.00
13	6x/week	\$1,512.00
14	Extra Pickup	\$ 95.00
4 CY Refuse Bin		
15	1x/week	\$ 280.00
16	2x/week	\$ 540.00
17	3x/week	\$ 816.00
18	4x/week	\$1,088.00
19	5x/week	\$1,360.00
20	6x/week	\$1,632.00
21	Extra Pickup	\$ 105.00
Locked 3 CY Refuse Bin		
22	1x/week	\$ 305.00
23	2x/week	\$ 554.00
24	3x/week	\$ 811.00
25	4x/week	\$1,068.00
26	5x/week	\$1,325.00
27	6x/week	\$1,582.00
28	Extra Pickup	\$ 80.00
Locked 4 CY Refuse Bin		
29	1x/week	\$ 325.00
30	2x/week	\$ 590.00
31	3x/week	\$ 871.00
32	4x/week	\$1,148.00
33	5x/week	\$1,425.00
34	6x/week	\$1,702.00
35	Extra Pickup	\$ 90.00
2 CY Organics Bin		
36	1x/week	\$ 255.00
37	2x/week	\$ 494.00
38	3x/week	\$ 741.00
39	4x/week	\$ 988.00
40	5x/week	\$1,235.00
41	6x/week	\$1,482.00
42	Extra Pickup	\$ 90.00
Manure Collection		
43	Specify Container Size: 2 cubic yard	
44	1x/week	\$ 198.00
45	2x/week	\$ 380.00
46	3x/week	\$ 570.00
47	4x/week	\$ 760.00
48	5x/week	\$ 950.00
49	6x/week	\$1,114.00
50	Extra Pickup	\$ 115.00
51	Recycling Bin (all sizes): Recycling Bins & Extra Pickups at no additional charge	

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Attachment 14

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

(H) The hauling of byproducts from the processing of food and beverages and use of such material as animal feed if the byproducts originate from agricultural or industrial sources, do not include animal (including fish) processing byproducts, are Source Separated by the Generator of the byproducts, and are not discarded; and if the use as animal feed is in accordance with 14 CCR Section 18983.1(b)(7).

(I) Organic Waste that is composted or otherwise legally managed at the site where it is generated or at a Community Composting site.

SECTION 3.2. TERM OF FRANCHISE AGREEMENT. The initial term of this Franchise Agreement is from July 1, 2021, through June 30, 2031. The County and Franchisee may, by mutual agreement, extend the term of the agreement for an additional five (5) years at the end of the initial term. The extension must be agreed upon by both parties prior to January 1, 2030.

SECTION 3.3. FRANCHISE FEE. The County has established a Franchise Fee equal to \$300,000 for each year, or portion thereof, during the entire Term of this Agreement, adjusted annually using the method below. This fee will be split among all Franchise Areas. The Franchise Fee is split 50% based on Residential services and 50% based on Commercial services. The Residential Franchise Fee for each Franchise Area is determined by the number of subscribers in each Franchise Area as a percentage of total subscribers across all Franchise Areas. The Commercial Franchise Fee for each Franchise Area is based on the percentage of each Franchisee's annual Gross Receipts that makeup the total annual Gross Receipts for all Franchise Areas. For purposes of this section, Multi-Family Customers who receive Cart service shall be considered Residential subscribers and Multi-Family Customers who receive Bin service shall be considered Commercial. Franchisee must provide annual Gross Receipt information and Residential Subscriber information within forty-five (45) days following the end of each contract year term. County will provide the total amount due for each Franchisee within forty-five (45) days of receiving all annual Gross Receipt information. Franchisee will have forty-five (45) days to pay County their portion of the Franchise Fee after receiving the amount due from the County. Should any such due date fall on a weekend, Holiday, or other day in which the County's business offices are closed, payment shall be due on the first day thereafter in which the County's business offices are open. Franchise Fees shall be accompanied by a statement certified by an officer of Franchisee attesting to the accuracy of the amounts paid and setting forth the basis for their calculation in a manner acceptable to County.

Each July 1, after the first year of the Franchise Agreement, the Franchise Fee will be adjusted by the percentage increase (if any) in the Consumer Price Index, for All Urban Consumers (CPI-U), not seasonally adjusted, all items in Los Angeles - Long Beach - Anaheim, CA (CUURS49ASA0) (if this index becomes unavailable, a similar, mutually agreed upon Index shall be used in its place) as published by the United States Department of Labor, Bureau of Labor Statistics, by calculating the average of the changes in the CPI-U between each month during the prior contract year term (July-June) period immediately preceding the date of the rate adjustment and the same month in the preceding year. No CPI adjustment shall be negative. No CPI adjustment shall be greater than four percent (4%).

SECTION 3.4. ASSIGNMENT AND TRANSFER OF FRANCHISE. This Franchise Agreement shall not be transferred, sold, pledged, hypothecated, leased, or assigned, nor shall any of the rights or privileges herein be transferred, sold, pledged, hypothecated, leased, or assigned, either in whole or in part,

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

between

the County of Orange, California

and

Waste Management Collection and Recycling, Inc.
dba Waste Management of Orange County

Franchise Area 5 CA-1

COMMERCIAL AND RESIDENTIAL EXCLUSIVE FRANCHISE AGREEMENT

County of Orange
OC Waste & Recycling
May 26, 2021

Attachment 15 (Pg 2 of 2)

IN WITNESS WHEREOF, the Parties have executed this Franchise Agreement on the dates stated below:

FRANCHISEE*

Date: 5/10/2021

By: Larry Metter

Title: President-Southern California Area

Date: 5/10/2021

By: [Signature]

Title: Vice President and Assistant Secretary

COUNTY OF ORANGE

Date: 5/26/2021

By: Thomas D Koutroulis

Title: Tom Koutroulis, Director OCWR

APPROVED AS TO FORM:

COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Date: 5/26/2021

By: [Signature]

Title: Paul M. Albarian, Senior Deputy

*Unless otherwise demonstrated that the person(s) executing this Franchise Agreement on behalf of Franchisee has the requisite authority to legally obligate and bind Franchisee. If the Franchise is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.