

**NON-EXCLUSIVE FRANCHISE PERMIT FOR COLLECTION AND DISPOSAL OF MATERIALS
IN THE COUNTY OF SAN BENITO**

This Non-Exclusive Permit (“Permit”) is between the County of San Benito (“County”) and _____ (“Permittee”) for the services described herein, in accordance with San Benito County Code Chapter 15, “Solid Waste Regulations,” Hollister Municipal Code Chapter 8.12, “Garbage Collection and Disposal,” and San Juan Bautista Municipal Code Chapter 5-4, “Refuse Collection and Recycling.”

1. SCOPE AND DURATION OF PERMIT.

The initial term of this Permit shall be for three (3) years beginning July 1, 2024. This Permit grants the Permittee the non-exclusive right to collect and transport for recycling or disposal of the specific materials as designated below within the County of San Benito pursuant to San Benito County Code Chapter 15, Hollister Municipal Code Chapter 8.12, and San Juan Bautista Municipal Code Chapter 5-4; as well as in incorporated San Juan Bautista and Hollister for Roll-Off/Drop Box collection service in accordance with the terms of the exclusive franchise agreement and the Memorandum of Understanding regarding Non-Exclusive Permits.

Initial below as appropriate:

- _____ Recyclables, organics, and solid waste collected in carts, bins, roll-off/drop box service, or walking trailers from the discretionary areas of the unincorporated area of San Benito County as defined in the San Benito County Code Chapter 15
- _____ Solid waste collected in roll-off dumpsters (roll-off/drop box service for disposal) or walking trailers from residential and commercial customers
- _____ Collection of construction and demolition recyclable materials from residential and commercial customers

Fees applied for each service area are specified in “Attachment A” of this permit. The Permittee shall pay the fees set in “Attachment A” to the County and Cities for revenue from service performed during the term of this Agreement on the twentieth day of the month following the quarter ending date. If the permit is signed after the start date of the term, the Permittee shall also pay any fees retroactively for the period from the start date of the term until the date of permit signing.

San Benito County currently meets the definition of a Rural County as defined in Section 42649.8 of the Public Resources Code due to its population being under 70,000. As a Rural County, San Benito County is currently exempt from complying with organic waste collection requirements of SB 1383. Beginning December 31, 2026, it is expected that San Benito County will no longer be exempt per SB 1383’s rural exemption validity period.

Mandatory subscription of organics and recycling collection is required for all customers receiving cart, bin, roll-off service, or walking trailer service on a regular collection schedule under this permit. However, County may grant a waiver of this requirement if the Permittee identifies a waste generator as unfeasible for a source separated collection system due to geographic isolation. This waiver is temporarily allowed under this permit due to the Rural County exemption. Permittee must provide a detailed explanation of why source separated collection is unfeasible for each customer that does not

subscribe to recyclables, organics, and solid waste collection as stated in Section 4 of this permit. After the Rural County exemption ends, it is expected that the County will no longer allow geographic isolation waivers. Other SB 1383 waivers will still be available to generators.

Exclusions to Requirement to Obtain Permit.

- A. Recyclable and Organic Materials. Other Persons shall maintain the right to: (1) accept Source Separated Recyclable Materials and Source Separated Organic Materials donated from the service recipient, or (2) to pay the service recipient for Source Separated Recyclable Materials and Source Separated Organic Materials so long as there is no net payment made by the service recipient to such other Person.
- B. Self-Hauled Materials. A Commercial business Owner, Occupant or Resident may transport Solid Waste, Recyclable Materials, Organic Materials, and C&D generated in or on their own Premises by their own Person and transported with their own vehicle for the purposes of delivery to transfer, processing, or disposal facilities;
- C. Donated Materials. Any items which are separated from other materials at any Premises by the Customer or Generator and donated to youth, civic, or charitable organizations;
- D. Beverage Containers. Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code;
- E. Materials Removed by Owner's or Occupant's Contractor as Incidental Part of Services. Solid Waste, Recyclable Materials, Organic Materials, and/or C&D removed from a Premises by a contractor (e.g., gardener, landscaper, tree-trimming service, demolition contractor) as an incidental part of the service being performed and such contractor is providing a service which is not included in the scope of this Agreement;
- F. Animal, Grease Waste, and Used Cooking Oil. Animal waste and remains from slaughterhouse or butcher shops, grease, or used cooking oil;
- G. Sewage Treatment By-Product. By-products of sewage treatment, including sludge, sludge ash, grit, and screenings;
- H. Excluded Waste. Excluded Waste regardless of its source; and,
- I. Materials Generated by State, County, and Federal Facilities. Materials generated by State, County, and Federal facilities including local public schools located in the County provided that the Customer or Generator has arranged services with other Persons or has arranged services with the Contractor through a separate agreement.

2. FEE.

For the Permittee to conduct the activities authorized by this permit agreement, the Permittee shall pay fees according to the terms specified in "Attachment A." which is incorporated into this permit. The permit fee percentages shall remain fixed during any term or renewal term. However, the County may establish a different permit fee by adopting a resolution at least sixty (60) days before the commencement of a new term of this Permit.

In addition to the fixed percentage permit fees the Permittee shall also pay an annual fee of \$2,640. This fee is also stated in "Attachment A." Delinquency in excess of 90 days on paying the annual fee will result in automatic termination of the permit.

3. DEFINITIONS AND PREVAILING LAW.

In case of any conflict between the provisions of this permit and those in Chapter 15 of the San Benito County Code (the "County Code") or any other section of the County Code, the provisions of the County Code shall prevail.

- A. "Act" means the California Integrated Waste Management Act of 1989 (sometimes referred to as "AB 939"), Public Resources Code § 40000 and following as it may be amended, including but not limited to AB 341, SB 1016, AB 1826, and SB 1383, and as implemented through the regulations of CalRecycle.
- B. "Business" means a commercial entity, proprietorship, firm, partnership, joint-stock company, person in representative or fiduciary capacity, association, venture, trust, or corporation that is organized for financial gain or profit, including but not limited to, offices, retail stores, markets, industrial facilities, schools, school districts, manufacturing facilities, warehouse and distribution facilities, restaurants, motels and hotels, theaters, medical offices, gas stations and automotive facilities; and not-for-profit organizations, associations and entities, including but not limited to, churches, hospitals, and social service organizations.
- C. "Excluded Waste" means Hazardous Substances, Hazardous Waste, Biomedical Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or Regional Agency to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- D. "Food Waste" means food scraps and trimmings and other putrescible waste that results from food production, preparation, storage, consumption or handling. Food Waste includes but is not limited to: meat, poultry, fish and dairy waste, fruit and vegetable waste including beans, nuts, eggs and eggshells, grain waste including pasta and bread, and may also include compostable food packaging items or food soiled products such as pizza boxes, paper towels, and food contaminated paper products and excludes animal excrement.
- E. "Garbage" means all putrescible and non-putrescible solid, semi-solid and associated liquid waste, as defined in California Public Resources Code Section 40191. Garbage does not include those items defined herein as Recyclable Materials, or Organic Waste that have been source-separated for purposes of diversion.
- F. "Generator" means a person or entity that is responsible for the initial creation of waste.
- G. "Green Waste" means any vegetative matter resulting from normal yard and landscaping maintenance. Green waste includes plant debris, such as, ivy, grass clippings, leaves, pruning, weeds, branches, brush, non-flocked holiday trees, and other forms of vegetative waste and must be generated by and at the service unit wherein the green waste is collected. Green waste does not include items herein defined as exempt waste or palm fronds, poison oak, yucca or cactus.

- H. "Mixed C&D Debris" means C&D debris that includes commingled recyclable C&D materials and non-recyclable C&D debris generated from a project.
- I. "Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, Green Waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46).
- J. "Permittee" means a waste collector operating within the County of San Benito that holds a valid Public Works waste collector permit issued pursuant to the San Benito County Code Chapter 15.
- K. "Recyclable C&D Material" means used or discarded materials resulting from construction, demolition or renovation, including but not limited to remodeling, repair, or demolition operations, on any pavement, sidewalk, street, roadway project, bridge, house, commercial building, utilities or any other facility, structure or improvement, that are designated to be diverted from landfills and returned 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.
- L. "Recyclable Material (Recyclables)" means any materials capable of being containerized and diverted from the landfill, including, but not limited to, magazines, newspapers, office paper, cardboard, chipboard, aluminum, tin and plastic beverage containers and other items that from time to time are classified as eligible for recycling. Recyclable material does not include refuse or hazardous materials.
- M. "SB 1383" means the Short-Lived Climate Pollutants Reduction Act, California Code of Regulations Title 14, Division 7, Chapter 12.
- N. "Service Area" means the geographical boundaries of San Benito County.
- O. "Service Level" refers to the size of a Customer's Container and the frequency of Collection service.
- P. "Solid Waste" means solid waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder. Excluded from the definition of Solid Waste are Excluded Waste, Source Separated C&D, Source Separated Recyclable Materials, Source Separated Organic Materials, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container.

4. FACILITIES REGULARLY SCHEDULED (NOT ON-CALL) COLLECTION.

Permittees providing regularly scheduled collection service in carts, bin, and roll-off/drop box service are required to meet the service requirements listed in Attachment E.

5. FACILITIES.

- A. The Permittee shall collect, transport, recycle and/or dispose of all materials in accordance with requirements of San Benito County Code Chapter 15. However, the Permittee shall not be responsible for collecting, removing or disposing of materials unless they are placed in specified locations, containers and at designated times as outlined in the ordinances.

- B. The Permittee shall deliver all organic waste and green waste to a facility, operation, activity, or property that processes or recovers source separated organic waste in accordance with the requirements of the Act, which does not permit the use of organic waste or green waste as Alternative Daily Cover at a landfill.
- C. The Permittee shall deliver all recyclable materials to a fully permitted Material Recovery Facility or a facility, operation, activity, or property that processes and recovers the recyclable portions of the material for remanufacture.
- D. The Permittee shall deliver all Mixed C&D Debris to facilities as approved and posted by the County that endeavor to meet a 65% diversion rate; and any and all weight tickets obtained for delivery of this material shall be marked or otherwise designated as sorted C&D (not disposed).
- E. Permittee shall annually provide a letter from organics facilities they deliver organics waste to stating whether that facility accepts and recovers compostable plastics or can accept and remove plastic bags when it recovers source separated organic waste as specified in CCR 18994.2 (b) (4) (5).
- F. The County may, in its sole discretion, require the use of a different site at any time during the term of the permit if the facility or site is found to not be in compliance with the Act, and the County determines that the facility or site is not acceptable due to a failure to comply with the terms of this permit or a finding by State or federal regulatory agencies that it is not in compliance with applicable law including the Act.
- G. Permittee shall collect and deliver to Landfill all solid waste, including residential, commercial and industrial solid waste collected in performance of this Permit which cannot be diverted. Permittee agrees to indemnify, defend, and hold harmless the County, its officers and employees from any claims arising out of Permittee's use of the Landfill. Permittee shall observe and comply with all regulations in effect at the landfill and cooperate with the operator thereof with respect to operations, including directions to unload collection vehicles in designated areas, accommodating construction and maintenance, and hazardous waste exclusion programs. Permittee shall at all times operate according to safe industry practices. Permittee shall pay for disposal of solid waste by Permittee at John Smith Road Landfill unless otherwise mutually agreed in writing by County and Permittee. Permittee, shall not, under any circumstances whatsoever, cause to be charged to County the disposal of any material that was collected by Permittee or by any other person, other than solid waste collected hereunder, without the express prior written authorization of the County representative.

6. AUDITS, RECORDS, AND INSPECTION AUTHORITY.

- A. Permittee shall maintain records, books, documents, and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices.
- B. Upon County's request Permittee shall promptly provide, without charge, to the County or a designee access to all records, accounts, or other financial or program information pertinent to conduct the business and/or requirements of this Permit as County deems necessary to determine Permittee's compliance with legal and contractual requirements, including the correctness and accuracy of claims submitted by Permittee.
- C. Permittee shall certify that any response provided to the County, pursuant to this section, is true, complete and correct.

- D. Where necessary, County will retain the services of an independent auditor to verify performance and conduct an audit of Permittee records. Permittee shall provide access to County's independent auditor to all records in accordance with subsections A and B above.
- E. In addition to the requirements in Subsections A and B above, Permittee shall reimburse audit costs incurred by County, and any other costs for Permittee-related services provided by County staff, its contractors, or designees in the event of significant audit findings including but not limited to, detailed follow-up audits when staff determines that documentation reported by Permittee is inadequate or incomplete.

7. RESERVED.

8. RESERVED.

9. RESERVED.

10. RESERVED.

11. C&D DEBRIS DIVERSION.

Permittee may offer Construction and Demolition Debris collection services that are in compliance with the California Green Building Standards Code—Part 11, Title 24, California Code of Regulations (CALGreen) on a temporary on-call basis. All loads of Mixed C&D Debris must be delivered to a facility approved by the County for Mixed Construction and Demolition (C&D) processing. Regardless of whether the material is from a Covered Project, it must be processed for recovery, and no loads of mixed C&D Debris are permitted to be taken to a landfill or disposed of in any other manner. Building permit applicant must receive written approval from County prior to delivering Mixed C&D Debris to a facility other than that listed on building permit applicant's application packet.

12. PERMITTEE CONTACT INFORMATION REQUIREMENTS.

Permittees are required to maintain a telephone number for responding to inquiries and for receiving complaints. The telephone number shall be listed in the telephone directory under the firm's name. A person, personal answering service, or recording service shall be available for calls between eight o'clock (8:00) A.M. and five o'clock (5:00) P.M., Monday through Friday, holidays excepted.

PERMITTEE TELEPHONE NUMBER: (____) _____

13. COLLECTION EQUIPMENT.

- A. Any and all vehicles used by Permittee to perform solid waste collection services shall be inspected annually and meet all requirements related to health and safety, specifications, vehicle inspections, certification and covered load requirements of San Benito County Code Chapter 15.
- B. Permittee shall submit a vehicle inventory of Permittee's vehicles annually, which shall include but not be limited to, vehicle number, year, make, model, capacity, and vehicle identification number (VIN). Permittee's vehicle inventory shall be submitted in a form and manner approved by the County.
- C. Permittee shall maintain a current list of its vehicles and shall submit to County an amended vehicle inventory upon any changes in the inventory, such as new or replacement vehicles, or upon request of the County.

14. COLLECTION VEHICLE SIZE LIMITATIONS / OVERWEIGHT VEHICLE CHARGE.

Permittee is not allowed to use Collection vehicles in violation of weight limitations set forth in Applicable Law. If the total overweight vehicle rate exceeds ten percent (10%) annually during the term of the permit, Permittee may be subject to liquidated damages as outlined in Section 15 of this Haulers Permit. The overweight vehicle rate will be calculated as the total number of overweight collection vehicle instances during each month, divided by the total number of collection vehicle loads transported during the same corresponding month. Prior to collecting administrative charges for overweight vehicles, the County shall afford Permittee a reasonable opportunity to provide the documentation of the extraordinary circumstance that caused the overweight vehicles. Extraordinary circumstances in this particular case include, but may be limited to, heavy rains or high winds that caused excess Organic Recyclable Material to be generated, rain to accumulate in open Collection Containers, or normal Collection routes to be delayed or shortened to extreme weather conditions. The County shall have authority to consider Permittee's documentation and uphold and collect the assessed charge, to reduce the charge, or waive and dismiss the charge. The County shall also have the authority to waive charges in advance of an anticipated, or in response to an actual, emergency event.

15. LIQUIDATED DAMAGES.

Failure of Permittee to provide solid waste collection containers and services as required by this Agreement will be subject to the assessment of liquidated damages pursuant to the schedule in Attachment C.

16. CONTRACT ADMINISTRATOR.

The Integrated Waste Management Director for San Benito County is designated by the Board of Supervisors as its Administrator for this Permit. All matters concerning this Permit are within the responsibility of the County under the direction of, or shall be submitted to, the Administrator or any employee as the Administrator may appoint. County may, in its sole discretion, change its designation of the Administrator and shall promptly give written notice to Permittee of any such change.

17. GUARANTEE OF CODE COMPLIANCE.

Permittee hereby agrees, covenants, and promises to comply with all provisions of the San Benito County Code Chapter 15, Solid Waste Regulations, or any other applicable ordinances which are in effect or shall become in effect during the course of this Permit. Failure to comply shall constitute grounds for termination of this Permit.

18. COUNTY'S RIGHT TO INSPECT.

Permittee agrees to allow County, or County Contractor, or designee to inspect all equipment and facilities used in Permittee's efforts under this Permit, any materials collected by Permittee under this Permit, and the facilities used) if owned by Permittee or an affiliated company, upon reasonable notice to Permittee. Inspections shall take place during normal business hours without notice, and at any other time with reasonable notice.

19. INDEMNIFICATION.

Permittee agrees to indemnify, defend and hold harmless the County and County's officers, agents and employees from and against any and all claims and losses whatsoever arising out of or in any way related to Permittee's performance under this Permit or the San Benito County Code Chapter 15, Solid

Waste Regulations (or any other ordinance in effect or which shall become in effect during the course of this Permit) including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorney's fees, court costs, investigation costs, and expert's fees) incurred by the Permittee in connection with such claims. "Performance" includes the party's action or inaction of that party's officers, employees, agents and employees. Permittee's indemnity obligation hereafter shall not extend to claims and losses arising out of County's sole negligence or willful misconduct or County's breach of the terms and conditions of this Permit.

20. INSURANCE.

- A. Permittee is required to maintain a policy of insurance for the duration of this permit and is required to be filed with the County in connection with the issuance of any license or permit.
- B. Without limiting Permittee's indemnification, prior to the commencement of any work under the Hauler Permit, Permittee shall maintain in force at all times during the term of this Hauler Permit and any extensions or modifications thereto, insurance as specified in Attachment B and provide evidence thereof to County.
- C. It is the responsibility of Permittee to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Attachment B. Failure to maintain insurance as required in this Hauler Permit may be grounds for material breach of contract.
- D. Permittee shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, in Attachment B. Permittee or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to County. County may designate an insurance certificate processor ("Processor") to accept and process Permittee's proof of insurance. Permittee shall deliver copies of the actual insurance policies, renewals, or replacements directly to County or Processor upon their request.

21. PROOF OF INSURANCE.

Prior to execution of this Permit by the County, Permittee shall provide proof of all insurance required under "Attachment B" of this Permit. Permittee shall file a new or amended certificate within 30 days after any change is made in any insurance policy which would alter the information of the certificate then on file.

22. INDEPENDENT CONTRACTOR.

Permittee and its officers, agents and employees, in the performance of activities authorized by this Permit, are independent contractors in relation to County and not officers or employees of County. Nothing in this Permit shall create any of the rights, powers, privileges or immunities of any employee of the County. Permittee shall be solely liable for all applicable taxes and Social Security taxes, arising out of the performance of this Permit.

23. COMPLIANCE WITH APPLICABLE LAWS.

Permittee, at its sole cost and expense, shall comply with all applicable federal, state and local laws and regulations in effect and which shall become in effect during the term of this Permit in performing the activities and providing the services authorized by this Permit and San Benito County Code Chapter 15,

Solid Waste Regulations, or any other applicable ordinances or laws pertaining to collecting and disposing of solid waste or recyclables.

24. SOLID WASTE COLLECTION AND DIVERSION.

1. (Applicable to solid waste collection in discretionary area) Diversion of Solid Waste. Permittee acknowledges that the County through the County Integrated Waste Management Regional Agency has been the subject of a compliance order by the California Integrated Waste Management Board (the "Board") for failure to timely comply with AB 939 and is subject to Performance Specifications and Performance Standards and other Performance Obligations, including Diversion Goals, intended to help the County meet its AB 939 diversion obligations. Therefore, meeting the diversion goals established by this Permit is of the utmost importance to the County which faces fines of up to \$10,000/day for noncompliance with AB 939 and other programmatic Permits with the Board. Permittee shall make reasonable efforts to encourage customers to recycle and reduce waste, and shall otherwise implement universal recycling and organics collection as described in Section 4.
2. Recordkeeping. Within 15 business days of a request from Administrator, Permittee shall provide the Administrator with records or other documentation, including weigh tickets, invoices, bills of lading, and receipts from Solid Waste Processing Facilities ("Records"), supporting Tonnages in the Diversion Report. If Permittee does not timely provide requested Records to the Contract Administrator's satisfaction, the Administrator may secure additional Records and conduct an investigation to resolve its questions, the costs for which Permittee shall be solely responsible to pay.
3. Hazardous waste. Permittee shall implement a hazardous waste screening identification and prevention protocol. If Permittee inadvertently delivers material to the Disposal facility which is comprised of hazardous waste and Permittee cannot identify and/or fails to remove it, Permittee shall arrange for its proper disposal in accordance with applicable law or cooperate with the facility owner or operator with respect thereto.
4. Litter and Spills. Permittee may not litter premises in the process of providing service or while its vehicles are on the road. Permittee must transport all materials Collected under the terms of this Permit in such a manner as to prevent the spilling or blowing of such materials from Permittee's vehicles. Permittee must exercise all reasonable care and diligence in providing service so as to prevent spilling or dropping of Garbage, Recyclable Materials, or Organic Materials, and must immediately, at the time of occurrence, clean up such spilled or dropped Garbage, Recyclable Materials, or Organic Materials. Permittee is not responsible for cleaning up sanitary conditions caused by the carelessness of the Generator; however, Permittee must clean up any material or residue that is spilled or scattered by Permittee or its employees. Permittee shall use due care to prevent vehicle oil, vehicle fuel, or other liquids from spilling during collection or transportation operations including maintenance of collection vehicles to minimize and correct any leaks. Permittee shall ensure that all liquid spills or leaked liquids or fluids are cleaned up promptly on the same day that they occur in accordance with National Pollutant Discharge Elimination System (NPDES) requirements. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from Permittee's operations or equipment repair must be covered immediately with an absorptive material and removed from the street surface. Permittee must document spillage and notify County's stormwater compliance coordinator within ninety (90) minutes of any spills resulting from Permittee's operations or equipment. When necessary, Permittee must apply a suitable cleaning agent and cleaning

technique to the street surface to provide adequate cleaning as approved by the County's stormwater compliance coordinator to be compliant with the County's stormwater permit. The above paragraphs notwithstanding, Permittee must clean up any spillage or litter caused by Permittee within ninety (90) minutes upon notice from the County. If County deems necessary, Permittee must engage third-party environmental clean-up specialist to remove any equipment oil, hydraulic fluids, or any other liquid or debris that remains on street after Permittee's own clean-up efforts. If clean-up is not conducted to satisfaction of the County, the County has the right to engage environmental clean-up specialist to perform additional clean-up work at the expense of Permittee. In the event of Permittee's spill or release of a Hazardous Substance, Permittee is responsible for promptly notifying any federal, State, County, or local governmental agency having jurisdiction over same as may be required under federal, State, County or local law or regulation. Permittee shall provide a report to the County and California Department of Fish & Game, which includes the nature of each spill, the corrective action(s) taken, the timing of corrective action(s) taken, and the outcome, for each spill that occurred in the prior quarter. In the event where damage to County streets is caused by a hydraulic fluid spill (i.e., any physical damage more than a simple cosmetic stain caused by the spill), Permittee shall be responsible for all repairs to return the street to the same condition as that prior to the spill. Permittee shall be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the County and at no cost to the County. To facilitate immediate cleanup, Permittee's vehicles must always carry enough petroleum absorbent materials, along with a broom and shovel.

25. BANKRUPTCY.

Permittee shall immediately notify County in the event that Permittee ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors. Where such proceedings are not withdrawn or discharged within thirty (30) days, then the County may at its option terminate this Permit.

26. PROHIBITION.

Against Assignment and Subcontracting. Except as specifically authorized herein, no rights under this Permit may be assigned and no duties may be delegated or subcontracted by one party without the prior written consent of the other party, and any attempted assignment, subcontracting or delegation without such consent shall be void and will terminate this Permit. Consent to assignment or delegation shall not be unreasonably withheld.

27. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this Permit shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this Permit are declared to be severable.

28. ENTIRE PERMIT.

This Permit is the entire agreement of the parties. There are not understandings or agreements pertaining to this Permit except as are expressly stated in writing in this Permit or in any document attached or incorporated herein by reference.

29. NOTICES.

Notices to the parties in connection with the administration of this permit shall be given to the parties' Administrator personally, by regular mail, email, or by facsimile transmission as more particularly specified in this section. Notices will be deemed given on: (a) The day notice is personally delivered or emailed to the Administrator or the office of the party's Administrator; or (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's Administrator as indicated in this Permit, with first-class postage fully prepaid; or (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in section 32 of this Permit, provided that an original of such notice is deposited in the United States mail, addressed to the party's Administrator as indicated in this Permit, on the same day as the facsimile transmission is made.

30. INFORMATION ABOUT CONTRACT ADMINISTRATORS.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective Contract Administrators for the parties:

COUNTY OF SAN BENITO

Name: _____

Title: _____

San Benito County Integrated Waste Management
2301 Technology Parkway, Hollister, CA 95023
(831) 636-4110
sbciwm@sanbenitocountyca.gov

PERMITEE

Permittee: _____

Representative

Name: _____

Representative Address: _____

Representative Email: _____

Representative Phone: _____

31. REPORTING REQUIREMENTS.

Permittee shall prepare and file reports with the County’s Contract Administrator or designee. The reports shall include information regarding the name and address of the account where the material is generated, the volume and service level for each type of material collected: solid waste, recyclables and organic materials, the type and quantity of materials recovered via recycling, composting and donation efforts, including facilities used. Reports shall be filed with the County’s Contract Administrator at the end of each quarter and shall be considered delinquent if not received by the 20th of the month they are due. Reports shall be due April 20th, July 20th, October 20th and January 20th for the previous 3-month period. Failure to file reports timely shall constitute grounds for termination of this Permit.

The following reports shall be submitted by Permittee pursuant to the Reporting Schedule included in Attachment D:

- A. Quarterly Reports. Permittee shall submit quarterly tonnage and revenue reports in a format as required by the County.
- B. Annual Reports.
 - a. Permittee shall submit annual generator data for all commercial generators serviced by Permittee in the County and annual information on disposal facilities used in a format as required by the County. The County may require Permittee to submit the annual generator report more frequently to meet state requirements. The report shall include, but is not limited to:
 - i. A list of all generators serviced in the County including the following information for each:
 1. Generator Account number;
 2. Account type (business or multi-family);
 3. Name of generator or business receiving service;
 4. Address and phone number of service location;
 5. Name, Mailing/billing address, and phone number of generator if different than service location;
 6. Type of material collected and Weekly service volume for each waste type;
 7. Type of waiver, if waiver exists, as described in Section 8;
 8. Explanation why source separated collection is unfeasible for each customer that is not subscribed to organics, recyclable, and trash collection and lacks a waiver.
 - b. Permittee shall submit an annual generator compliance report in a format as required by the County. The County may require Permittee to submit the annual compliance report more frequently to meet state requirements. Permittee shall include Alternative Compliance information pursuant to Section 8 of this Hauler Permit. The report shall include, but is not limited to:
 - i. The total number of generator accounts in the County;
 - ii. The number of generators that:
 1. Subscribe to recycling service (report shall indicate whether service is provided by Permittee or by another hauler or service);
 2. Do not subscribe to a recycling service;

3. Subscribe to organic waste recycling service (report shall indicate whether service is provided by Permittee or by another hauler or service);
 4. Do not subscribe to organic waste recycling service; and
 5. Have an approved waiver for either recycling or organic waste recycling service.
- iii. The total weekly yardage of solid waste collection service for each service type (garbage, recyclable materials, and organic waste) provided to covered generators during the reporting period.
- c. A list of all solid waste disposal, materials recovery, organic waste processing, or other facilities to which the hauler delivered materials directly or to which materials collected in the County were ultimately delivered for processing, recovery or disposal in the prior calendar year. All facilities used for Garbage, Mixed & Source-Separated Recyclables (cans, bottles, paper, cardboard etc), Mixed Organic Materials (food waste & green waste), Green Waste Only, and Construction and Demolition (C&D) (mixed and source-separated). Report shall include the following information for each facility:
 1. Facility name and location;
 2. The Recycling and Disposal Reporting System (RDRS) number of each facility;
 3. Written notice from each facility that accepts organic waste collected in plastic bags indicating that the facility can process and remove plastic bags when recovering organic waste; and,
 4. Written notice from each organic waste processing facility that accepts compostable plastic material for processing indicating that the facility can process and recover that material.
 - d. Vehicle Inventory.
 - i. Permittee shall submit a vehicle inventory of Permittee's vehicles annually, which shall include but not be limited to, vehicle number, year, make, model, capacity, and vehicle identification number (VIN). Permittee's vehicle inventory shall be submitted in a form and manner approved by the County.
- C. Permittee shall submit an annual (or more frequent as requested by County) report on its Contamination Monitoring Program pursuant to Attachment D.

Permittee shall submit any other reports or data to County at the time, in the manner, and in the form satisfactory to the County as may be necessary to verify County's state-mandated diversion or compliance requirements

32. RETENTION OF RECORDS.

Permittee shall maintain and preserve all records related to this Permit for a period of three years from the close of the fiscal year in which final quarterly payment under this Permit is made. Permittee shall also contractually require the maintenance of such records in the possession of any third-party performing work related to this Permit for the same period of time. Such records shall be retained beyond the three-year period following expiration or termination of this permit, and if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the three-year period following expiration of this permit shall arise

only if the County notifies Permittee of the commencement of an audit prior to the expiration of the three-year period.

33. TERMINATION.

Either party may terminate this Permit, with cause, at any time. To terminate this Permit with cause, the terminating party shall give thirty (30) days advance written notice to the other party. In addition, either party may terminate this Permit without cause, at any time. In order to terminate this Permit without cause, the terminating party shall give one hundred and twenty (120) days advance written notice to the other party. In the event of termination, Permittee shall pay County all permit fees owed up to and including the effective date of termination.

34. WAIVER.

Waiver by either party of a breach of any covenant of this Permit will not be construed to be a continuing waiver of any subsequent breach. County's receipt of consideration with knowledge of Permittee's violation of a covenant does not waive its right to enforce any covenant of this Permit. The parties shall not waive any provisions of this Permit unless the waiver is in writing and signed by all parties.

35. NON-EXCLUSIVE HAULER PERMIT APPLICATION REQUIREMENTS.

Minimum Qualifications: Applicants for a new or renewed permit must be in compliance with all provisions of San Benito County Code Chapter 15, "Solid Waste Regulations," Hollister Municipal Code Chapter 8.12, "Garbage Collection and Disposal," and San Juan Bautista Municipal Code Chapter 5-4, "Refuse Collection and Recycling" and these Rules and Regulations at the time of application submittal. For renewals, applicants must be current on all reporting requirements, solid waste management fee remittances, and license and permit conditions at the time of renewal application submittal.

- A. Submittal. Applicants for licenses/permits or renewals must submit the following documentation as part of the application:
 - a. Current customer list with current subscription levels submitted electronically to sbcium@sanbenitocountyca.gov
 - i. A list of any customers that do not subscribe to all three collection containers as required by Section 4 of this permit along with a description of why collection is not feasible.
 - b. Fully completed application along with Permit fees.
 - c. Provide written notice to the County identifying the facilities to which the hauler will transport Solid Waste including facilities for Recyclable Materials and Organic Waste.
 - d. Submit a report that indicates the type(s) of services provided, rates, route, schedules, description of standard type service, holiday schedules and other related information required by the County. This information must be kept current on a monthly basis.

IN WITNESS WHEREOF, the parties have executed this Permit as of the date first written above.

PERMITTEE:

Permittee Name: _____

Signature: _____

Date: _____

Signer Name: _____

Title: _____

COUNTY OF SAN BENITO:

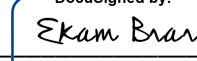
Signature: _____

Name: _____

Date: _____

San Benito County Integrated Waste Management
Celina Stotler, Integrated Waste Manager

APPROVED AS TO FORM:

Signature:  _____

Name: DocuSigned by:
Ekam Brar 240F8FD870FB47D... _____

Date: 8/1/2024 _____

San Benito County Counsel's Office
Ekam Brar, Deputy County Counsel

ATTACHMENT "A" PERMIT FRANCHISE FEES FOR SOLID WASTE AND RECYCLABLE COLLECTION AND DISPOSAL SERVICES

All fee payments shall be mailed to the County of San Benito at 2301 Technology Parkway, Hollister, CA 95023 for review. No payments shall be mailed directly to the Cities of Hollister and San Juan Bautista.

PERMIT APPLICATION FEE: Permittee shall submit an annual permit fee of \$2,640 to the County of San Benito for review of application materials and Permittee records by July 20 of each year.

In addition to the permit application fee set forth above, permittee shall also pay the following fees based on gross receipts received within the applicable jurisdictions:

For service in County of San Benito:

1. **FRANCHISE FEE:** Permittee shall make payment to the County of a Franchise Fee of five percent (5%) of Permittee's gross revenue on all Services defined in Section 1 herein. For purposes of this Permit, "gross receipts" shall include all income derived by Permittee from all Services performed in the County of San Benito under this Permit including but not limited to special waste services and container rental.
2. **PAYMENT SCHEDULE:** Permittee shall pay the County of San Benito the above noted Franchise Fee quarterly. Payment shall be due on the twentieth (20th) day of the month following the prior quarter ending date. Payments received after the twentieth (20th) day of the month shall be considered delinquent and subject to a \$10.00 a day late fee.

For Service in City of Hollister:

1. **FRANCHISE FEE:** Permittee shall make payment to the City of Hollister a Franchise Fee of five percent (5%) of Permittee's gross revenue on all Services defined in Section 1 herein. For purposes of this Permit, "gross receipts" shall include all income derived by Permittee from all Services performed in the City of Hollister under this Permit including but not limited to special waste services and container rental.
2. **PAYMENT SCHEDULE:** Permittee shall pay the City of Hollister the above noted Franchise Fee quarterly. Payment shall be due on the twentieth (20th) day of the month following the prior quarter ending date. Payments received after the twentieth (20th) day of the month shall be considered delinquent and subject to a \$10.00 a day late fee.

For Service in City of San Juan Bautista:

1. **FRANCHISE FEE:** For Services provided to residential customers, Permittee shall make payment to the City of San Juan Bautista a Franchise Fee of ten percent (10%) of Permittee's gross revenue on all Services defined in Section 1 herein. For Services provided to commercial and industrial customers, Permittee shall make payments to the City of San Juan Bautista a Franchise Fee of fifteen percent (15%) of Permittee's gross revenue on all Services defined in Section 1 herein. For purposes of this Permit, "gross receipts" shall include all income derived by Permittee from all Services performed in the City of San Juan Bautista under this Permit including but not limited to special waste services and container rental.
2. **PAYMENT SCHEDULE:** Permittee shall pay the City of San Juan Bautista the above noted Franchise Fees quarterly . Payment shall be due on the twentieth (20th) day of the month following the prior quarter ending date. Payments received after the twentieth (20th) day of the month shall be considered delinquent and subject to a \$10.00 a day late fee.

ATTACHMENT "B" INSURANCE REQUIREMENTS FOR SOLID WASTE AND RECYCLABLE COLLECTION AND DISPOSAL SERVICES IN COUNTY OF SAN BENITO

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

Comprehensive General Liability – \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general liability policy must provide contractual liability coverage for Permittee's indemnities.

Comprehensive Automobile Liability – \$1,000,000 combined single limit per accident for bodily injury and property damage (include coverage for Hired and Non-owned vehicles).

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

If Permittee fails to secure and maintain any insurance required by this Agreement, the permit may be revoked.

General Terms and Conditions include the following:

INDEMNIFICATION.

PERMITTEE and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

GENERAL INSURANCE REQUIREMENTS.

Without limiting PERMITTEE's duty to indemnify COUNTY, PERMITTEE shall comply with the insurance coverage requirements set forth in the contract and in this attachment. The insurance coverage requirements shall satisfy the following requirements:

Each policy shall be issued by a company authorized by law to transact business in the State of California.

Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.

The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.

The required coverage shall be maintained in effect throughout the term of this contract.

PERMITTEE shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of PERMITTEE pursuant to this agreement.

INSURANCE COVERAGE REQUIREMENTS.

PERMITTEE shall maintain the following insurance policies in full force and effect during the term of this contract:

Comprehensive general liability insurance. PERMITTEE shall maintain comprehensive general liability insurance, covering all of PERMITTEE's operations with a combined single limit of not less than the amount set out in this contract.

Professional liability insurance. PERMITTEE shall maintain professional liability insurance with liability limits of not less than the amount set out in this contract.

Comprehensive motor vehicle liability insurance. PERMITTEE shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in this contract.

Workers' compensation insurance. PERMITTEE shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If PERMITTEE elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by PERMITTEE and prior to any obligations of COUNTY, PERMITTEE shall file certificates of insurance with COUNTY, showing that PERMITTEE has in effect the insurance required by this contract. PERMITTEE shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, PERMITTEE may provide proof of self-insurance meeting requirements equivalent to those imposed herein. PERMITTEE warrants that PERMITTEE's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. PERMITTEE further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

ATTACHMENT “C” LIQUIDATED DAMAGES FOR SOLID WASTE AND RECYCLABLE COLLECTION AND DISPOSAL SERVICES IN COUNTY OF SAN BENITO

Performance under the Agreement are established in each of the four (4) “Performance Areas” listed below. The County Contract Manager may monitor Permittee’s performance in each of those areas based on the “Performance Indicator” listed below for each area. In the event that Permittee fails to meet the performance standard established for any “Performance Indicator”, County Contract Manager may review Permittee’s performance relative to the “Specific Performance Measures” within that performance area. In the event that the County Contract Manager determines that Permittee has failed to meet the performance standard established for any “Specific Performance Measure”, the County may assess Liquidated Damages pursuant to Section 15 of the Permit. Liquidated Damages, if assessed, shall only be assessed for the number of events, days, or other measure in excess of the acceptable performance level.

Defined Terms

Certain terms that are specific to this Attachment are defined below:

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

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

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

“Total Service Opportunities” shall mean the sum of all Service Opportunities in each time.

Specific Performance Measure	Definition	Acceptable Performance Level	Tracking Method	Liquidated Damage Amount
Failure to Clean-Up Spillage	Each failure by Permittee to clean up: (1) any items or materials spilled during the Collection of a Container; or (2) any fluids spilled or leaked from a Container or Collection vehicle prior to leaving the Collection location.	Less than five (5) per one thousand (1,000) Service Opportunities	Permittee shall document from its customer service system listing the total complaints coded as failure to clean-up. Submit report annually.	\$100/Event
Damage to Property	Each event of damage to either public or private property because of	Less than two (2) per one thousand (1,000)	See above	\$250/Event

	Collection activity, including without limitation curbs, sidewalks, landscapes, Container enclosures and gates, signs, light fixtures, and overhead wires and cables.	Service Opportunities		
Excessive Noise or Discourteous Behavior	Each Complaint received that is related to either noise during Collection activity or the behavior of Permittee's employees.	Less than five (5) per one thousand (1,000) Service Opportunities	See above	\$250/Event
Failure to Answer Phones	Any failure by Permittee to answer a telephone call from a Customer during normal business hours. A call is not considered to be answered if the Customer does not speak with a live operator. A call is considered to be answered if the Customer hangs-up or abandons the call following a hold time of less than three (3) minutes.	Less than five (5) per 1,000 Calls Received Under this Agreement	See above	\$50/Event
Unauthorized Hours of Operation	Each occurrence of Permittee Collecting from Customers during unauthorized hours.	Less than two (2) per 1,000 Service Opportunities	See above	\$50/Event
Inaccurate Billing	Each Complaint received where the Permittee billed a Customer in error. Inaccurate billing may include either over- or under-charging of the Customer relative to the approved Rates for services.	Less than five (5) per one thousand (1,000) bills issued.	See above	\$100/Event
Failure to Perform Public Education and Outreach Tasks	No failures or Complaints in this category are acceptable; therefore, any Complaint of this nature shall be considered unacceptable.	Each individual failure by Permittee to develop, produce, and distribute public education and outreach materials.	Permittee shall report all public education and outreach activities completed each year in the annual Public Education Plan.	\$250 per activity

Performance Area: Facilities

Performance Indicator: Permittee’s performance relative to facilities shall be considered acceptable when one hundred percent (100%) of all material types Collected by Permittee shall be delivered to the appropriate Facility as required under Section 5 of this Agreement. If Permittee fails to meet this level of performance, County may assess liquidated damages for the specific performance measures identified in the following table.

Specific Performance Measure	Definition	Acceptable Performance Level	Tracking Method	Liquidated Damage Amount
Delivery to Non-Approved Facility	Each individual occurrence of delivering materials to a facility other than the Approved Facility designated for each material type under Section 4 of this Agreement.	No acceptable failure level	Tonnage reports	\$100/Ton
Disposal of Targeted Diversion	Each individual occurrence of delivering Recyclable Materials, Organic Materials, or Reusable Materials set out for Collection by the Customer for Disposal rather than Processing.	No acceptable failure level	Tonnage reports	\$500/Ton
Mixing Materials During Collection	Each individual Container that is Collected by Permittee in a vehicle intended or designated for Collecting a different material type (e.g. Recyclable Materials Collected in Solid Waste vehicle, Solid Waste Collected in Organic Materials vehicle, etc.)	No acceptable failure level	Tonnage reports, observation, complaints	\$100/ Container

Performance Area: Reporting

Performance Indicator: Permittee’s reporting shall be considered acceptable if Reports required under Exhibit D and record requests allowed under Section 31 of this Agreement are received, complete, and accurate within seven (7) calendar days after the date due or requested. If Permittee fails to meet this level of performance, County may assess liquidated damages for the specific performance measures identified in the following table.

Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
Late Report	Each occurrence of a Report, as required under Attachment D to this Agreement, being submitted after the due date. Reports shall be considered late until they are submitted in a complete and accurate format.	Less than seven (7) calendar days after reporting due date	\$250/Day
Misleading/ Inaccurate Reporting	Each occurrence of Permittee providing misleading or otherwise inaccurate information or reporting to County under or regarding this Agreement. Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance.	No acceptable failure level	\$500/Event

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

Permittee Representative: _____ Initial Here: _____

County Representative: _____ Initial Here: _____

ATTACHMENT “D” REPORTING SCHEDULE FOR SOLID WASTE AND RECYCLABLE COLLECTION AND DISPOSAL SERVICES IN COUNTY OF SAN BENITO

Details of reporting requirements correspond with different sections of this agreement for annual reporting or compliance activities, outreach, and materials collected and diverted or disposed. Regular reporting requirements are listed in Section 31 of this Permit.

REPORTING SCHEDULE		
REPORT NAME	FREQUENCY	DUE DATE(S)
Quarterly Revenue Report	Quarterly	April 20, July 20, October 20, January 20
Tonnage Report	Quarterly	April 20, July 20, October 20, January 20
Customer/Generator Data	Annually; or more often as requested	February 1
Disposal Facilities Used	Annually; or more often as requested	February 1
Customer/Generator Compliance Data	Annually; or more often as requested	February 1
Annual Diversion Plan Progress	Annually; or more often as requested	February 1
Contamination Monitoring Program	Annually; or more often as requested	February 1
Other reports or data as requested	Within 10 business days (Mon-Fri) of County’s Request	Varies

ATTACHMENT “E” REGULARLY SCHEDULED (NOT ON-CALL) SERVICE IN THE DISCRETIONARY AREAS

4. Permittee Provided Solid Waste Containers For Cart/Bin/Roll-Off/Drop Box Customers

- A. General: Each generator subscribed to scheduled weekly service shall receive garbage, recyclable material, and organic waste collection and disposal services. A minimum of three (3) containers shall be provided to each generator for the storage of solid waste as described below, unless the generator has obtained a County-approved Waiver in accordance with Section 8 of this Hauler Permit. This provision of three or more containers shall comply with the collection container requirements specified in San Benito County Code Chapter 15. Permittee is responsible for ensuring generator compliance with this requirement and shall notify the County. This requirement does not apply to temporary service.
- B. Source Separated Recyclable Materials Collection: Permittee shall provide blue recycling containers to generators for the collection of source separated recyclable materials and shall provide weekly recyclable materials collection service except to those accounts that hold an approved waiver in accordance with Section 8 below. Permittee shall transport the recyclable materials pursuant to San Benito County Code Chapter 15.
- C. Source Separated Organic Waste: Permittee shall provide green organic waste containers to generators for the collection of organic waste and shall provide weekly organic waste collection service except to those accounts that hold an approved waiver in accordance with Section 8 below. Permittee shall transport organic waste pursuant to San Benito County Code Chapter 15.
 - a. Organic Materials that are mandatory to be accepted for collection in the commercial collection program include the following:
 - i. Food waste
 - ii. Food soiled paper
 - iii. Green waste
 - iv. Lumber and untreated wood
 - b. Green waste and wood may be collected separately or excluded from collection if the generator demonstrates that such waste is otherwise diverted from landfill disposal. Compostable plastic bag material must meet ASTM D6400 sections 5.1 through 6.4.2 standard for compostability.
- D. Garbage Collection: Permittee shall provide black or gray garbage containers to Generators for the collection of garbage and shall provide weekly garbage collection service. Permittee shall transport the garbage to a disposal facility or a transfer facility for transfer and transport to a disposal facility.
- E. All solid waste containers shall be sized and serviced by the Permittee with adequate frequency to meet the solid waste generation needs of the generator.
- F. No later than January 1, 2036, Permittee shall provide all generators with collection containers that comply with the container color and labeling requirements specified in 14 CCR 18982. If an existing container breaks or is otherwise rendered non-functional, Permittee shall replace the non-functional container with a container that complies with the color and labeling requirements within 7 days of a replacement request.
- G. The County may require special container equipment, locks, and/or container labeling with generator identifying information.

Violations of the conditions of this section may become the basis for enforcement actions and may be deemed by County to be a material breach of this Agreement, which shall subject the Permittee to payment of liquidated damages pursuant to Attachment C of this Agreement.

7. Education and Outreach for Cart/Bin/Roll-Off/Drop Box Customers

Permittee is encouraged to conduct education and outreach requirements as soon as possible, but is required to conduct these activities beginning January 1, 2027:

- A. Permittee shall assist County in educational and outreach activities to promote diversion of recyclable material and organic waste.
- B. Annually, by February 1 of each year, Permittee shall submit to County in writing a plan detailing all of the educational and outreach programs, campaigns, and services that will be carried out during the current year to assist its generators in achieving state-mandated diversion goals and requirements. At a minimum, Permittee's outreach plan shall include:
 - a. At least one annual campaign targeting all generators subscribed to weekly collection service and including information about the State Mandatory Commercial Recycling Law (Assembly Bill 341, Chapter 476, Statutes of 2011), the State Mandatory Commercial Organics Recycling Law (Assembly Bill 1826, Chapter 727, Statutes of 2014), the State Mandatory Short-Lived Climate Pollutants: Organic Waste Reduction Law (Senate Bill 1383, Chapter 395, Statutes of 2016), applicable implementing regulations promulgated by CalRecycle, applicable County requirements, and how to comply with each Law. Information distributed shall include all requirements in 14 CCR Section 18985.1 (a) including:
 - i. The requirement to properly separate waste;
 - ii. Information on methods to prevent organic waste;
 - iii. The methane reduction benefits of preventing landfill disposal or organic waste;
 - iv. How to recover organic waste; and
 - v. Information regarding the County's edible food recovery program.
 1. Outreach material produced pursuant to this section shall be developed to reflect appropriate information for the target audience (e.g. outreach information for multifamily generators may vary from that developed for commercial generators). At its option, the County may create a standardized flyer that includes all of the outreach requirements specified in 14 CCR Section 18985.1 (a). If available, Permittee may use this flyer (either an electronic version or hard copy) to fulfill the requirements of this subsection, provided that such information is distributed to all of its generators within the County.
 - b. At least one campaign specifically directed at generators that are not in compliance with either AB 341, AB 1826, and/or SB 1383 informing them of their requirements, how they can comply with these laws, and the consequences of noncompliance (Contamination Fees assessed by Permittee and possible enforcement action by the County).
 - c. For generators that are determined to be Tier One or Tier Two commercial edible food generators pursuant to CCR Section 18982, annual notification of information regarding the requirement to recover edible food, actions that generators can take to reduce food waste, and a referral to or information about the County's Edible Food Recovery Program.
 - d. Any other campaigns as deemed appropriate by Permittee.
- C. Outreach completed in accordance with Subsection B shall be in a minimum of two languages: English and Spanish.

- D. Permittee shall distribute the outreach and educational materials specified in Subsection B to all generators. Such materials may be in hard copy or electronic format. A copy of any outreach item and report of outreach materials distributed to generators shall be made available to the County upon request.

8. Generator Alternative Compliance Program For Cart/Bin/Roll-Off/Drop Box Customers

- A. Generators can fulfill the requirements of the laws described in Section 4 by obtaining an approved waiver from the County. Permittee is responsible for tracking the compliance of all generators to whom it provides collection service. Available waiver types are as follows:
 - a. De minimis, meaning that the generator either is 1) subscribed to 2 cubic yards or more of total solid waste service per week and generates less than 20 gallons of organics that is disposed, or 2) subscribed to less than 2 cubic yards of total solid waste service per week and generates less than 10 gallons of organics that is disposed.
 - b. Physical space, meaning that the premises lack adequate space to store all three containers.
 - c. Geographic isolation, meaning that the service location is too distant from qualifying facilities as described in Section 5 for service to be feasibly provided at a reasonable cost to the customer. Please note that generators are expected not to qualify for this type of waiver if San Benito County no longer qualifies as a Rural County.
- B. Waivers.
 - a. County shall have the sole authority to grant recycling and organic recycling waivers; Permittee shall not have the authority to grant waivers.
 - b. Waiver applications must be submitted by the generator on a waiver form provided by the County.
County shall provide Permittee with an updated listing of waivers approved by County, including the generators' names, mailing address, service address, and type of waiver.
- C. Non-Exclusive Permit.
 - a. The County's non-exclusive commercial hauling program allows generators to select the hauler of their choice for the required services: garbage, recycling, and organic waste. This Permit does not apply to any Exclusive Franchise Areas granted by the County or Cities. Permittee shall track compliance for all generators to which it provides garbage service as follows:
 - i. Generators that are existing customers and all new customers that have not subscribed to recycling or organic waste collection service shall be referred to the County within 7 days of request of service to complete a waiver, if applicable.
 - ii. County will review the waiver and notify the generator within 30 days of whether the form has been approved or disapproved. County and/or generator will forward the approval to Permittee.
 - iii. Permittee shall document the method of compliance for each generator to which it provides garbage service whether it is a subscription for service or an approved waiver. The method of compliance for each generator shall be included in Permittee's annual report required by Section 33.

9. Contamination Monitoring, Recordkeeping and Reporting For Cart/Bin/Roll-Off/Drop Box Customers

Permittee is encouraged to conduct contamination monitoring, recordkeeping, and reporting requirements as soon as possible, but is required to conduct these activities beginning January 1, 2027:

- A. By entering into this Agreement, Permittee hereby agrees to act as the County's designee for purposes of monitoring contamination pursuant to 14 CCR Section 18981.2 (b). Effective January 1, 2027 Permittee shall implement a contamination monitoring, record keeping, and reporting program using one of the follow methods:
 - a. Route reviews following the requirements of 14 CCR Section 18984.5 (b); or
 - b. Waste evaluations following the requirements of 14 CCR Section 18984.5I).

This requirement does not apply to a Generator's temporary service.

- B. If utilizing Route reviews pursuant to Subsection A (1), when issuing notices to generators as required by 14 CCR Section 18984.5 (b) (1), Permittee may also assess a Contamination Fee to the generator. Notices must be in the form of a tag applied to the collection container. The Contamination Fee shall be an amount that is consistent with industry standards and no more than what is reasonably sufficient to recover additional costs such as processing costs or additional collection services that are attributable to the contamination. At the request of the County, Permittee shall demonstrate that any Contamination Fees assessed are not punitive.
- C. If utilizing waste evaluations pursuant to Subsection A (b), Permittee shall not issue any notices or assess any Contamination Fees unless a targeted route review is completed pursuant to 14 CCR Section 18984.5 (c) (2) (B) to determine the source of the contamination. Following this determination, any Contamination Fee assessed shall be an amount that is consistent with industry standards and no more than what is reasonably sufficient to recover additional costs such as processing costs or additional collection services that are attributable to the contamination. At the request of the County, Permittee shall demonstrate that any Contamination Fees assessed are not punitive.
- D. Contamination Recordkeeping. Permittee shall maintain the following documents related to its contamination monitoring program for a minimum of five (5) years:
 - a. A description of which method in Subsection A is used for determining the level of solid waste container contamination;
 - b. Documentation of all route reviews or waste evaluations conducted;
 - c. Copies of all notices issued to Generators found to have prohibited container contaminants; and
 - d. Documentation of the number of Recyclable Material or Organic Waste containers where the contents were disposed of due to observation of prohibited container contaminants.
- E. Contamination Reporting. Permittee shall report the following, relative to its implementation of the contamination monitoring requirements:
 - a. The number of route reviews conducted for prohibited container contaminants, or the number of waste evaluations conducted, including the date, amount sampled, and the resulting ratio of contamination;
 - b. The number of notices, violations, or targeted education materials that were issued to Generators for prohibited container contaminants; and
 - c. The amount of Recyclable Material or Organic Waste that was disposed of due to observation of prohibited container contaminants.

All contamination monitoring documentation shall be submitted to County annually pursuant to Attachment D unless requested more frequently. Documentation shall be in a format as directed by County and shall be made part of County's SB 1383 implementation record.