

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

between

The County of Orange, California

and

Rainbow Disposal Co., Inc.

Franchise Area 7A

This Second Amendment to the Exclusive Franchise Agreement for Solid Waste Agreement ("this Franchise Amendment") is entered into on the _____ day of _____ 2026, between the County of Orange, a political subdivision of the State of California (hereinafter "County"), and Rainbow Disposal CO., Inc. (hereinafter "Franchisee") (together the "Parties").

RECITALS

WHEREAS, Franchisee and County entered into an Exclusive Franchise Agreement for Collection, transportation, Processing, Recycling, and Disposal of Discarded Materials, and other services related to meeting the goals and requirements of AB 341, AB 876 AB 901, AB 939, AB 1594, AB 1826, and SB 1383, and corresponding regulations, including all appendices and attachments, and any amendments.

WHEREAS, starting in approximately 2014, the Legislature of the State of California passed several pieces of legislation ("Organics Legislation") that require significant reductions in the disposal of Organic Waste. The purpose of the Organics Legislation is to mandate organics recycling and curtail the impacts of climate change by reducing greenhouse gas emissions such as methane. In this regard, the decomposition of organic material in the State's landfills was identified as a significant source of methane that could be reduced.

WHEREAS, on April 23, 2019, the Orange County Board of Supervisors passed Resolution 19-031 to respond to the State's increasing landfill diversion requirements and identified the need for additional organic processing infrastructure in the County and directed the Department to develop additional organics recycling infrastructure to support the region in meeting State organic recycling mandates.

WHEREAS, Franchisee and County entered into the First Amendment of the exclusive Franchise Agreement for Franchise Area 7A on January 3, 2023, updating excluded rates from the Franchise Agreement as the result of an administrative oversight.

WHEREAS, to respond to Organics Legislation requirements, the County has developed an Organics Infrastructure that is comprised of organic processing facilities to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, assist local jurisdictions in meeting their organic diversion requirements and correspondingly conserve capacity in the Disposal System.

WHEREAS, on January 27, 2026 the County adopted the Waste Infrastructure System Enterprise Agreement (WISE) which replaces the existing Waste Disposal Agreements (WDAs) between the County and other Cities and Jurisdictions in Orange County, and resulted in the establishment of new disposal rates as well as offering organics process services under a new Organics Services Agreement (OSA).

WHEREAS, the County now directs that this OSA be incorporated into Franchisee's obligations under the Exclusive Franchise Agreement and that Franchisee deliver all Acceptable Organic Waste from the Franchise Areas to the County's Organics Infrastructure pursuant to the terms of this OSA.

WHEREAS, pursuant to Section 10.3 of the Franchise Agreement ("Special Circumstances Rate Review"), and in light of the above recitals, increased rates and new services, the County and the Franchisee now desire to amend the Franchise Agreement entered into on May 26, 2021 to reflect the new disposal rates within the Franchise Area and changes related to the adoption of the new agreements;

NOW THEREFORE, in consideration of the respective and mutual covenants and promises therein, and subject to all the terms and conditions hereof, the Parties agree as follows:

1. Section 1.1 Definitions shall be amended to include the following definitions:
 - "Organics Services Agreement" ("OSA") means the agreement between County and Franchisee, as provided in Appendix 8 whereby the terms by which County agrees to provide Organics Processing Services under this Franchise.
 - "WISE" mean Waste Infrastructure System Enterprise.
 - "WISE Agreements" means each of the WISE agreements entered into between the County and any City within the County, Special District, Sanitary District, Jurisdiction, or operator of any Franchise located in the County.
2. Section 5.3 Organics Material Processing Services shall be deleted and replaced with: **SECTION 5.3. ORGANIC MATERIALS PROCESSING SERVICES.** The Franchisee shall execute and comply with the terms of the OSA as provided in Appendix 8
3. Section 7.10 (A) shall be deleted and replaced with:

(A) Safety Meetings. If requested by the County, the Franchisee shall participate in monthly Safety Committee Meetings hosted by the County.
4. Appendix 2-A is deleted and replaced with Appendix 2-1-A, attached hereto and made part of the Agreement by reference.
5. Appendix 2-B is deleted and replaced with Appendix 2-1-B, attached hereto and made part of the Agreement by reference.
6. Appendix 2-C is deleted and replaced with Appendix 2-1-C, attached hereto and made part of the Agreement by reference.
7. Addition of Appendix 8, Franchise Organic Services Agreement (OSA).

Signature Page to Follow

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

FRANCHISEE*

Date: 6/17/2026

By: Anthony Dietch
Title: General Manager

Date: _____

By: _____

Title: _____

COUNTY OF ORANGE

Date: _____

By _____

By Tom Koutroulis

Title: Director, OC Waste & Recycling

APPROVED AS TO FORM:

COUNTY COUNSEL

ORANGE COUNTY, CALIFORNIA

Date: 06/17/2026

Signed by:
Paul Albarian
By _____
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By Paul Albarian

Title: Senior Deputy

•unless otherwise demonstrated that the person(s) executing the First Amendment to Franchise 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) and 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.

APPENDIX 2-1-A

MAXIMUM RATES FOR REQUIRED SERVICES

**RATES FOR REQUIRED ROLL-OFF AND COMPACTOR SERVICES
JOHN WAYNE AIRPORT (FRANCHISE AREA 7-A)**

1	1. Municipal Solid Waste (1)	
2	a. Container Rental and Equipment Maintenance	Cost (\$/unit/mo)
3	40-cy compactor (2 municipal, 1 recycling)	\$ 605.77
4	40-cy bin w/side doors (metals)	\$ 181.73
5	40-cy open top bin (municipal)	\$ 90.86
6	8-cy low boy open bin (bulky)	\$ 90.86
7	b. Collection Service (waste/recycle hauling)	Cost (\$/unit/pickup)
8	40-cy compactor (2 municipal, 2 recycling)	\$ 330.37
9	40-cy bin w/side doors (metals)	\$ 330.37
10	40-cy open top bin (municipal)	\$ 272.59
11	8-cy low boy open bin (bulky)	\$ 272.59
12	c. Waste Disposal	Cost (\$/ton)
13	Municipal solid waste	\$ 101.25
14	Single stream recyclables	\$ -
15	Bulky waste (magazines, cardboard)	\$ -
16	Metal recyclables	\$ -
17	Airfield sweeping waste	\$ 101.25
18	d. Documentation	Cost (\$/month)
19	Reporting	\$ -
20	Waste characterization	\$ -
22	2. Food Waste	
23	a. Containers and Equipment	Cost (\$/unit)
24	8-cy compactor	\$ 605.77
25	b. Service	Cost (\$/unit/pickup)
26	8-cy compactor	\$ 330.37
27	Wash-out Service (per pick-up)	\$ 60.57
28	c. Waste Disposal	Cost (\$/ton)
29	Food waste composting	\$ 153.87
30	d. Documentation	Cost (\$/month)
31	Reporting	\$ -
32	Waste characterization	\$ -

APPENDIX 2-1-B

MAXIMUM RATES FOR MULTI- FAMILY AND COMMERCIAL

MAXIMUM RATES FOR OPTIONAL SERVICES

RATES FOR OPTIONAL SERVICES
JOHN WAYNE AIRPORT (FRANCHISE AREA 7-A)

1	1. Municipal Solid Waste	
2	a. On-Call Service	Cost (\$/unit/pickup)
3	40-cy compactor	\$ 330.37
4	40-cy bin with doors on the side	\$ 330.37
5	40-cy open top bin	\$ 272.59
6	8-cy low boy open bin	\$ 272.59
7	b. On-Call Service for Odd-Shaped Waste Collection	Cost (\$/vehicle/hour)
8	One-person crew and truck	\$ 175.68
	Two-person crew and truck	\$ 212.03
9	2. Food Waste	
10	a. Containers and Equipment	Cost (\$/unit/mo)
11	8-cy container (not a compactor)	\$ 181.73
12	b. Service	Cost (\$/unit/mo)
13	8-cy container (not a compactor) - 2x week	\$ 545.20
14	8-cy container (not a compactor) - 3x week	\$ 817.79
15	c. Service	Cost (\$/unit/mo)
16	8-cy compactor (3 times/week)	\$ 991.06
17	d. Waste Disposal	Cost (\$/ton)
18	Food waste to biofuel	\$ 153.87
19	e. On-Call Service	Cost (\$/unit/pickup)
20	8-cy compactor	\$ 330.37
21	3. Cardboard	
22	a. Containers and Equipment	Cost (\$/unit/mo)
23	40-cy compactor	\$ 605.77
24	Marathon Baler (V-6030 HD)	N/A
25	8-cy low boy open bin	\$ 90.86
26	Forklift	To be Negotiated
27	b. Service	Cost (\$/unit/pickup)
28	40-cy compactor	\$ 330.37
29	Making bales	To be Negotiated
30	c. On-Call Service	Cost (\$/unit/pickup)
31	40-cy compactor	\$ 330.37
32	8-cy compactor	\$ 330.37
33	d. Waste and Disposal	Cost (\$/each)
34	Cardboard recycling	
35	Pick up and transport bales	To be Negotiated
36	e. Documentation	Cost (\$/each/mo)
37	Reporting	\$ -
38	4. Cooking Oils	
39	a. Bins/Equipment	Cost (\$/unit/mo)
40	300-gal above ground tanks	To be Negotiated
41	b. Service	Cost (\$/unit/mo)
42	300-gal above ground tanks	To be Negotiated
43	Pressure wash around units	To be Negotiated
44	c. On-Call Service	Cost (\$/unit/pickup)
45	300-gal above ground tanks	To be Negotiated
46	d. Waste and Disposal	Cost (\$/gal)
47	Waste Disposal	To be Negotiated
48	e. Documentation	Cost (\$/each/mo)
49	Reporting	To be Negotiated

APPENDIX 8

FRANCHISE ORGANIC SERVICES AGREEMENT (OSA)

Second Amendment

FRANCHISE ORGANIC SERVICES AGREEMENT

THIS ORGANIC SERVICES AGREEMENT (“Organics Agreement” or “OSA”) is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the “County”), and the Franchisee designated on the cover page of this Agreement (the “Franchisee”). County and Franchisee may hereinafter be referred to singularly as “Party” or collectively as “Parties.”

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. The definitions provided in the Franchise Agreement shall be incorporated into this OSA. The following terms shall be added and have the meanings set forth below. **With the exception of specific or conflicting provisions provided in this Organics Agreement, the Parties agree that the terms found in the Franchise Agreement shall be applied to the interpretation of this OSA.**

“Acceptable Organic Waste” means Residential Organic Waste that consists of Green Material/Wood Waste, Agricultural Material, Manure, Vegetative Food Material, Food Waste and other organic material as may be authorized under the County’s Compostable Material Handling Permits which was originally discarded by the first generator thereof within the geographic limits of the Franchise Area.

“Controllable Organic Waste” means all Acceptable Organic Waste with respect to which the Franchisee has the legal or contractual ability to determine the processing location and procurement requirements under the Franchise.

“Manure/Stable Bedding Program” means the programs used by the County to mix source separated uncontaminated horse manure and stable bedding into its Organic Infrastructure to create organic product. Current permit requirements set a maximum percentage of 20% manure/stable bedding (“Material”) by weight of total incoming feedstock. County agreement to accept Material is subject to payment of the Organic Contract Rate, available capacity, and compliance with the terms found in Attachment 2.

“Organic Contract Rate” has the meaning specified in Section 3.2 hereof.

“Organic Diversion Credit” “Organic Infrastructure” means the County’s organics processing facilities and programs used to recycle and promote the processing and diversion of Organic Waste into compost or other material that qualifies as diversion under Applicable Law as described in more detail in Attachment 1.

“Organics Legislation” means organics recycling legislation including Assembly Bill 1594, Assembly Bill 1826, SB1383 and any future legislation pertaining to the management and diversion of Organic Waste.

“Organic ROWP Procurement Credit” means credit provided to a jurisdiction to meet their Recovered Organic Waste Procurement Target under SB 1383 by procuring Recovered Organic Waste Products as permitted by CalRecycle.

“Organics Agreement” means this Organic Services Agreement (“OSA”) between the County and the Franchisee as the same may be amended or modified from time to time in accordance herewith.

“Processed Green Material” (“PGM”) as defined in Title 27, California Code of Regulations §20690(b)(3) means any plant material that is either separated at the point of generation, or separated at a centralized facility that employs methods to minimize contamination. Green material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green material does not include treated wood waste, mixed demolition or mixed construction debris, manure, or plant waste from the food processing industry, alone or blended with soil. Processed green material may include varying proportions of wood waste from urban and other sources and shall be ground, shredded, screened, source separated for grain size, or otherwise processed. This PGM standard is the standard that Controllable Organic Waste must meet in order to be accepted at County’s Organic Infrastructure under the OSA.

“Recovered Organic Waste Product” or “ROWP” means compost, mulch, renewable energy (transportation fuel, electricity, and gas for heating) from anaerobic digestion, and electricity from biomass conversion.

“Recycled Organic Waste” means any otherwise Controllable Organic Waste which is separated from Acceptable Organic Waste by the generator thereof and composted by generator at home, community gardens or other processing and which is not placed

in Franchise Hauler bin for collection.

“Residential Organic Waste” means Acceptable Organic Waste normally disposed of by or collected from residential (single family and multi-family) residences.

"Residual Waste" means any contaminants, inert materials, overs, or Acceptable Organic Waste that could not be processed at the Department's Organic Infrastructure that required to be dispose within the Disposal System.

ARTICLE II
DELIVERY AND ACCEPTANCE OF
ORGANIC WASTE AND PROVISION OF ORGANIC PROCESSING SERVICES

SECTION 2.1 DELIVERY OF ORGANIC WASTE.

(A) Organic Waste Covenant. Subject to available Organic Infrastructure capacity, the Franchisee shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Organic Waste to the Waste Infrastructure System in accordance with the terms of this OSA.

(B) Recycled Organic Waste.

1. Non-Mandatory Organic Waste Programs: Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the right of the residents, businesses or organizations in the Franchise Area to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the Franchisee to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Organic Waste generated in the Franchise Area and delivered to the Organic Infrastructure by or on behalf of the Franchisee which may result from any such source separation or recycling program shall cause the Franchisee any liability hereunder.

2. Mandatory Organic Waste Collection Programs: Franchisee shall provide data and information to County regarding Franchisee's mandatory Organic Waste collection programs including but not limited to the tonnage of organics collected by the Franchisee for diversion under this OSA. The information will be used to provide education and outreach for participation with the goal of minimizing contamination and increasing diversion.

(C) OSA Conditions. As a condition of participating in the County's Organics Infrastructure, Franchisee agrees to the following terms:

1. All Controllable Organic Waste delivered to the County's Organics Infrastructure shall meet the standards as set forth in Attachment 2;
2. Franchisee shall pay the Organics Contract Rate for all Organic Waste delivered to the County's Organic Infrastructure for processing into Recovered Organic Waste Product;
3. Franchisee shall provide information to County on a quarterly basis that identifies where Controllable Organic Waste being delivered to the County's Organic Infrastructure originated and shall ensure that the organic material being delivered meets the definition of Acceptable Organic Waste.
4. Bulk ROWP: Franchisee shall be entitled to arrange for the Take Back (at Franchisee cost) from County Organic Infrastructure compost, mulch and other Recovered Organic Waste Product in bulk form free of charge.
5. Non-Bulk ROWP: County may establish separate fees for provision of non-bulk material including but not limited to bagged material or compost wattles. Franchisee shall be entitled to arrange for the Take Back of Non-Bulk ROWP at Franchisee cost.
6. Franchisee's Proportional Share shall be calculated as 60% of the weight of Controllable Organic Waste Franchisee delivers to County's Organics Infrastructure by Franchisee.

(D) No Right of Organic Waste Substitution. Nothing in this Agreement shall authorize or entitle the Franchisee to deliver, or cause the delivery to the County's Organic Infrastructure, Organic Waste originating from or generated outside the Franchise Area, nor obligate the County to receive or dispose of any such

Organic Waste into the Waste Infrastructure System. The Franchisee shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Organic Waste to the County hereunder, and shall not permit any Organic Waste originating

from or generated outside the Franchise Area to be substituted for Controllable Organic Waste for any purpose hereunder.

SECTION 2.2 PROVISION OF ORGANIC PROCESSING SERVICES BY THE COUNTY.

(A) Organic Service Covenant. County shall provide or cause the provision of the service of receiving and processing of Franchisee’s Controllable Organic Waste at the County’s Organics Infrastructure as described in more detail in Attachment 1. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Organic Service Covenant consistent with prudent solid waste management practice and environmental considerations and under Applicable Law.

(B) Receipt of Controllable Organic Waste. Upon acceptance of the Controllable Organic Waste that meets the PGM standards provided in Attachment 2, County shall process the Organic Waste into compost, mulch or other ROWP as specified in Title 14 of the California Code of Regulations Section 18993.1

(C) Education and Outreach. The Department will assist the Franchisee in its Organic education and outreach efforts with the goal of County meeting its organic diversion and ROWP procurement requirements.

(D) Designated Facilities. County and Franchisee will coordinate in determining the primary organic processing facilities and tonnages (as reflected in Attachment 1) used for receiving and processing of Controllable Organic Waste. The Department shall immediately advise the Franchisee by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Organic Waste at any particular

SECTION 2.3 COUNTY RIGHT TO REFUSE ORGANIC WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

- (1) Hazardous Waste;
- (2) Acceptable Organic Waste delivered by Franchisee but originating from or generated outside the Franchise Area;
- (3) Acceptable Organic Waste in excess of permitted limits;
- (4) Acceptable Organic Waste that would result in County violating Applicable Law;
- (5) Controllable Organic Waste that does not meet the requirements found in Attachment 2;

SECTION 2.4 COUNTY PROVISION OF OTHER ORGANIC WASTE DIVERSION SERVICES.

(A) Food Waste Processing and Diversion. County is in the process of evaluating the options and feasibility of development of a Commercial Food Waste Processing Infrastructure. If developed, Franchisee will be provided an opportunity to participate in this service on terms separately agreed to by the Parties.

(B) Edible Food Recovery Programs. County is in the process of evaluating the options and feasibility of development of regional County-wide edible food recovery programs to assist Cities in meeting State mandated goals. The intent of Edible Food Recovery to address the food hierarchy and wasted food scale on a regional level through collaboration of all jurisdictions, key local, State and federal stakeholders, the non-profit sector and business sector. Franchisee agrees to cooperate with County efforts and collaborate on data analysis and reporting to provide jurisdictions reports for compliance under SB1383.

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ARTICLE III
ORGANIC CONTRACT RATE

SECTION 3.1 CHARGING AND SECURING PAYMENT OF ORGANIC CONTRACT RATE.

The Franchisee acknowledges that the County shall have the right to charge and collect an Organic Contract Rate for the acceptance and processing of Controllable Organic Waste delivered to the Organic Infrastructure by Franchisee. Franchisee acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Organic Contract Rates.

SECTION 3.2 ORGANIC CONTRACT RATE.

- (A) Establishment of Contract Rate. The Organic Contract Rate payable by Franchisee shall be **\$67/Ton.**
- (B) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to impose special charges for items such as bagged material or compost wattles; new or expanded services; or receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps, biosolids and sludge. Such special charges shall be calculated to reflect the reasonable incremental costs to the County of providing the new or expanded services or accepting such hard to handle materials.
- (C) Escalation.
1. Annual CPI Adjustment: The Organics Contract Rate shall be adjusted each July 1 according to the terms provided in the Franchise Agreement.
 2. Adjustment Resulting from Increased Fees: In addition to the other adjustments specified herein, the Organic Contract Rate shall be automatically adjusted to reflect the imposition of new fees or increases in existing fees relating to the County's processing of Controllable Organic Waste imposed by State, federal or other agencies. The County shall provide notice of any increase pursuant to this Section as soon as practicable after becoming aware of the imposition of any fees described above.

Attachments to Follow

Attachment 1

COUNTY OF ORANGE ORGANIC INFRASTRUCTURE

Attachment 1**COUNTY OF ORANGE ORGANIC INFRASTRUCTURE**

The County of Orange owns and operates a network of three commercial organic processing facilities co-located at each of the active landfills. Each of the organic processing facilities have the ability to receive organic material and to produce organic products for cities to meet their Take-Back requirements specified within this agreement. Products produced at the organic processing facilities meet CalRecycle's SB 1383 procurement requirement and are certified under the US Composting Council's Standard of Testing Assurance (STA) Program. Product offerings include compost and composted mulch. Additional products may be offered as determined by the County.

A summary of each of the organic processing facilities is listed below:

Valencia Greenery (Co-Located at Olinda Alpha Landfill)

1942 N. Valencia Avenue

Brea, CA 92823

Permitted Maximum Tonnage (Open Windrow): 94 tons per day

Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 228 tons per day

Permitted Hours of Operation: Monday through Saturday 6:00 am to 4:00 pm

Ancillary Operation Hours: 24 hours per day/7 days a week

Bee Canyon Greenery (Co-Located at Frank R. Bowerman Landfill)

11002 Bee Canyon Access Road

Irvine, CA 92602

Permitted Maximum Tonnage (Open Windrow): 210 tons per day

Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 876 tons per day

Permitted Hours of Operation: Monday through Saturday 7:00 am to 5:00 pm

Ancillary Operation Hours: 24 hours per day/7 days a week

Capistrano Greenery (Co-Located at Prima Deshecha Landfill)

32250 Avenida La Pata

San Juan Capistrano, CA 92675

Permitted Maximum Tonnage (Open Windrow): 204 tons per day

Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 536 tons per day

Permitted Hours of Operation: Monday through Saturday 7:00 am to 5:00 pm

Ancillary Operation Hours: 24 hours per day/7 days a week

This list may be modified/expanded at the discretion of the County.

Attachment 2

**SPECIFICATIONS FOR CONTROLLABLE ORGANIC WASTE AS PROCESSED GREEN WASTE
MATERIAL (PGM) AT COUNTY ORGANIC INFRASTRUCTURE**

Attachment 2**SPECIFICATIONS FOR CONTROLLABLE ORGANIC WASTE AS PROCESSED GREEN WASTE MATERIAL (PGM) AT COUNTY ORGANIC INFRASTRUCTURE****DESCRIPTION**

Processed Green Material (PGM) consists of yard waste, grass clippings, leaves, tree trimmings and plant-based materials which have been sorted to remove contamination and processed by shredding or grinding. PGM should not contain manure, stable waste or pet waste, which can create odors.

Processed Green Material is defined as following (California Code of Regulations, Title 27, Division 2, Subdivision 1, Chapter 3, Subchapter 4, Section 20690 [b] [3]):

- **Processed Green Material** – means any plant material that is either separated at the point of generation or separated at a centralized facility that employs methods to minimize contamination. Green material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green material does not include treated wood waste, mixed demolition or mixed construction debris, manure, or plant waste from the food processing industry, alone or blended with soil. Processed green material may include varying proportions of wood waste from urban and other sources and shall be ground, shredded, screened, source separated for grain size, or otherwise processed.

CONTAMINANT DEBRIS

The PGM should be free from all contaminant debris (glass, plastic, film plastic, metals, etc.) as well as salt and deleterious material such as clods, coarse objects, rocks, inert debris, and Material Recovery Facility (“MRF”) fines. County personnel visually inspect the PGM loads as they come in, making sure that the specifications are met and to determine if the loads are contaminated (i.e., mixed with paper, plastics and other trash.) If the loads appear to have unacceptable contamination in excess of 0.5% either by weight or volume, the PGM loads will not be allowed into the Organic Infrastructure and the Franchisee and/or hauler will be notified that contaminated PGM loads are unacceptable. The PGM will be deemed as municipal solid waste and the Franchisee and/or hauler will have the option to take the material to the landfill for disposal or be returned to the hauler’s facility for additional processing. For material that is physically dumped at the unloading area and is deemed unacceptable by OC Waste & Recycling staff, the material will be re-loaded into the transfer vehicle for reprocessing at hauler’s processing facility or sent to the landfill for disposal. Hauler will be charged the current “Hard-to-Handle” fee for re-loading services and disposal of unacceptable material.

SIZE

The particle size of the PGM acceptable is between ½-inch and 3 inches in length between ½-inch and 1 inch in width and between ½-inch and 1 inch in thickness. No particle should exceed 3 inches in any dimension.

MOISTURE CONTENT

The moisture content of the PGM should be in the range of 50-60 percent. If the PGM’s moisture content is unacceptable and cannot be received for processing at the County’s Organic Infrastructure Facilities, the material will be re-loaded into the transfer vehicle for reprocessing at hauler’s processing facility or sent to the landfill for disposal. The hauler will be charged the current “Hard-to-Handle” fee for re-loading services and disposal of unacceptable material.

FOOD WASTE

Residential food waste mixed with PGM as part of a Franchisee organic collection program is acceptable provided that the food waste is free of contaminant debris (glass, plastic, food packaging, non-compostable silverware, soiled napkins, etc.). No commercial or source-separated food waste will be accepted except for cases where the County has entered into an agreement with a Franchisee to accept specific source separated organic material as Additional Feedstock as described below.

SOURCE SEPARATED MANURE

Subject to available capacity, Franchisee and/or Hauler may bring non-residential, source separated manure and stable bedding pursuant to the following Manure/Stable Bedding Program requirements:

1. **Material Quantity:** manure/stable bedding must be uncontaminated which means free of any hazardous materials, food waste packaging, plastics, glass, and any large bulky items and inert materials that need to be further sized or removed for composting. (“Material”)
2. **Material Volume:** County and Franchisee/Hauler will determine the anticipated volume of Material to ensure that the County’s Organic Infrastructure has sufficient capacity to manage the proposed amount of Material.
3. **Material will be load checked** to determine if it meets the established quality standards. If contaminants exceed 0.5% (by weight or volume), the load is deemed contaminated and not meeting quality standard for use in the Manure/Stable Bedding Program.
4. **Material that is deemed unacceptable will be subject to the fees established by OCWR for this material type. Material that does not meet the established quality standards will be charged as follows:**
 - a. If determined not to meet quality standards before Material is unloaded, standard disposal rates will apply.
 - b. If determined not to meet quality standards after Material is unloaded (or partially unloaded), hard-to-handle disposal rates will apply.
5. **Material Delivery:**
 - a. All Material deliveries will be scheduled and coordinated with OCWR prior to delivery. Any changes to material delivery quantities or days will be coordinated with OCWR prior to making the change.
 - b. While OCWR will remain as flexible as possible on timing of deliveries, material deliveries will be limited to Monday through Friday between 8:00 am and 2:00 pm and subject to holiday schedules. Should the delivery times change, then OCWR shall give two (2) days prior notice of the delivery time change.
 - c. Upon delivery, OCWR staff will record exact tonnage, name of hauler/ transporter provider, and note distinguishing characteristics of feedstock and other pertinent information.
 - d. Deliveries made without OCWR prior approval may be refused or charged at the established rate.
 - e. OCWR reserves the right to deny a request to deliver for any reason. (i.e., OCWR does not guarantee that it will accept manure/stable bedding under this program. Instead, OCWR will accept Material based on its operational need and will make every effort to accommodate Franchisee’s/hauler Material except when a reduction or stoppage is needed.)

ADDITIONAL FEEDSTOCK

The County at its discretion may accept additional material types such as food waste and manure based on availability and permitting conditions at each of the County’s organic processing facilities. The County will work with Franchisee to identify the specifications for accepting the material types including scheduling of deliveries and quantities.

CHANGES TO SPECIFICATIONS

County reserves the right to modify the Specifications found in this Appendix due to a change in law or regulation or in consideration of operational or Organic Processing Infrastructure needs. County shall provide 90 days notice regarding changes to this Appendix.

Attachment 4

ORGANIC INFRASTRUCTURE RESOLUTION

RESOLUTION NO. 19-19-031

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA DIRECTING OC WASTE & RECYCLING TO UTILIZE EXISTING COUNTY RESOURCES TO RESEARCH OPPORTUNITIES AND DEVELOP STRATEGIES TO ACHIEVE STATE IMPOSED ORGANICS RECYCLING MANDATES.

WHEREAS, In 1989 the State of California enacted AB 939 (Sher), The Integrated Waste Management Act, requiring jurisdictions to divert a minimum of 50% of waste then going to landfills;

WHEREAS, in 2014 the State of California enacted AB 1594 (Williams, Chapter 719, Statutes of 2014), mandating that as of January 1, 2020, the use of green material as alternative daily cover will no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction's annual 50% per capita disposal rate;

WHEREAS, In 2018, Orange County cities delivered approximately 513,000 tons of processed green material to Orange County landfills accepted for free to be used as alternative daily cover, saving the residents of Orange County more than \$17,000,000 over the comparable cost of disposal;

WHEREAS, beginning in 2020, due to the new influx of previously diverted processed green material several Orange County cities will have difficulty meeting the mandated 50% diversion rate due to a lack of organics processing infrastructure within Orange County;

WHEREAS, in 2016 the State of California enacted SB 1383 (Lara, Chapter 395, Statutes of 2016), establishing methane emissions reduction targets, to be achieved via even greater diversion of organics from landfills, in a statewide effort to reduce emissions of short-lived climate pollutants;

WHEREAS, the state continually increases the type and volume of organics that must be diverted from landfills and recycled;

WHEREAS, transportation is the most significant cost component to managing any waste stream, and the County Landfill system is well suited to receive and process organic material;

WHEREAS, the Orange County Board of Supervisors has considered the needs of Orange County and the need for additional organic recycling infrastructure;

WHEREAS, the Orange County Board of Supervisors supports protecting consumers via the creation of an organics recycling infrastructure within Orange County;

WHEREAS, the Orange County Board of Supervisors is committed to fulfilling its legal obligations to meet state mandates in a manner that is least burdensome to taxpayers;

NOW, THEREFORE BE IT RESOLVED, the Orange County Board of Supervisors acknowledges that the County has an interest in utilizing County resources to support the region in developing additional organics recycling infrastructure. The Board HEREBY **ORDERS** as follows:

SECTION 1. OC Waste & Recycling (OCWR) shall research opportunities and use available county resources to develop strategies and programs to achieve state-imposed organics recycling mandates for County unincorporated areas and where feasible leverage and extend similar opportunities to serve other public agencies and incorporated portions of Orange County.

SECTION 2. OCWR shall work transparently with all stakeholders to achieve the above-stated goals.

SECTION 3. Authorize OCWR to seek opportunities for organics recycling grants to help offset the costs of organics recycling research, program implementation and other related expenses. OCWR shall comply with County policies in applying for and accepting grants.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on April 23, 2019, to wit:

AYES:	Supervisors:	LISA A. BARTLETT, ANDREW DO, MICHELLE STEEL DONALD P. WAGNER, DOUG CHAFFEE
NOES:	Supervisor(s):	
EXCUSED:	Supervisor(s):	
ABSTAINED:	Supervisor(s):	



CHAIRMAN

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, **ROBIN STIELER**, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors

IN WITNESS WHEREOF, I have hereto set my hand and seal.





ROBIN STIELER
Clerk of the Board
County of Orange, State of California

Resolution No: 19-031
Agenda Date: 04/23/2019
Item No: 48



I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors, Orange County, State of California.

Robin Sheler, Clerk of the Board of Supervisors

By. _____
Deputy