

File No. 240556

Committee Item No. 18

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee Date June 5, 2024

Board of Supervisors Meeting Date \_\_\_\_\_

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- \_\_\_\_\_
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Completed by: Brent Jalipa Date May 30, 2024

Completed by: Brent Jalipa Date \_\_\_\_\_

1 [Landfill Disposal Agreement - Recology San Francisco - Term Extension]

2

3 **Resolution approving under Charter, Section 9.118, the extension of the Landfill**  
4 **Disposal Agreement with Recology San Francisco as authorized under the current**  
5 **Landfill Disposal Agreement for a period of six years, or an additional 1,600,000 tons of**  
6 **waste have been disposed under the Agreement, whichever comes first.**

7

8 WHEREAS, On February 4, 2014, the San Francisco Board of Supervisors adopted  
9 Ordinance No. 8-14 by a unanimous vote, pursuant to which the Board of Supervisors:

10 (1) Found that the Environment Department had conducted a competitive  
11 selection process (“Competitive Selection Process”) in compliance with any requirements of  
12 Chapter 21 of the San Francisco Administrative Code to select a landfill disposal contractor  
13 that resulted in the City’s selection of Recology San Francisco (“Recology”).

14 (2) Ratified and confirmed all actions taken by City officials in carrying out the  
15 Competitive Selection Process and selecting Recology as the City’s preferred landfill disposal  
16 contractor in that process.

17 (3) Endorsed the process under which the Environment Department, the  
18 Planning Department and other City agencies and staff undertook environmental review of the  
19 proposed project, including the disposal and transportation of refuse consistent with the  
20 Recology’s landfill disposal proposal.

21 (4) Clarified that, consistent with prior practice in the approval of previous  
22 landfill disposal agreements in 1987, contracts for the disposal and transportation of refuse  
23 resulting from the Competitive Selection Process were not contracts for “services” within the  
24 meaning of that term set forth in Section 21.02 of the Administrative Code or its statutory  
25 predecessors; and

1           WHEREAS, On July 22, 2015, the City, acting through and by the Environment  
2 Department, and Recology San Francisco (“Recology”) executed a Landfill Disposal  
3 Agreement; and

4           WHEREAS, On May 1, 2016, the Landfill Disposal Agreement was amended through  
5 the First Amendment (“First Amendment”) to modify the landfill operations component of the  
6 initial disposal fees authorized under the agreement; and

7           WHEREAS, The Landfill Disposal Agreement as modified by the First Amendment  
8 (“Current Landfill Agreement”) in Section 2.2 grants the City the right to deposit at the Hay  
9 Road Landfill all solid waste collected in the City for the disposal term of a period of nine years  
10 from the effective date of the Current Landfill Agreement (July 22, 2015), or until 3.4 million  
11 tons of solid waste have been deposited under the Current Landfill Agreement; and

12           WHEREAS, On January 15, 2016, Recology began to dispose solid waste at the Hay  
13 Road Landfill under the Current Landfill Agreement, and as of January 1, 2024, the City  
14 estimates that it has used approximately 3.1 million tons of that capacity; and

15           WHEREAS, The Current Landfill Agreement will reach the term limit of nine years on  
16 July 21, 2024, on which date the City estimates it will not yet have reached the 3.4 million ton  
17 capacity limit, which at the current rate would be reached on approximately October 14, 2024,  
18 and the Current Landfill Agreement is therefore expected to expire on July 21, 2024; and

19           WHEREAS, The Current Landfill Agreement in Section 2.2 states the City shall have  
20 one option to extend the Current Landfill Agreement for a period of six years, or until an  
21 additional 1.6 million tons of solid waste have been disposed under the Agreement, whichever  
22 comes first. Furthermore, Section 2.2 states that the City may extend the Current Landfill  
23 Agreement by exercising the extension option at the City’s sole and absolute discretion and  
24 by modifying the Current Landfill Agreement through an executed written amendment; and  
25

1           WHEREAS, The Environment Department is proposing a Second Amendment to the  
2 Current Landfill Agreement that would exercise the option to extend, and would extend the  
3 term of the Current Landfill Agreement for a period of six years, or until an additional 1.6  
4 million tons of solid waste have been disposed under the Agreement, whichever comes first  
5 (“Second Amendment”); and

6           WHEREAS, The Environment Department estimates that, given the current rate of  
7 solid waste disposal, an extended landfill agreement would reach the additional capacity of  
8 1.6 million tons of solid waste disposed in November 2028, which is approximately 4.3 years  
9 from July 21, 2024, and before the extended term period of an additional six years is reached;  
10 and

11           WHEREAS, The Environment Department estimates that the additional 4.3 years of  
12 extended landfill agreement time is needed to prepare for and conduct a new landfill  
13 agreement solicitation, selection and contract negotiation including any necessary CEQA  
14 process and acquire Board of Supervisor approval for a new landfill agreement; and

15           WHEREAS, The Planning Department prepared in 2015 a final negative declaration  
16 (FND) as required by CEQA, on the proposed disposal at Recology’s Hay Road landfill for a  
17 term of up to 5 million tons of solid waste disposed or a period of up to 15 years, finding in its  
18 Motion No. 19376 the FND was adequate, accurate and objective, and reflected the  
19 independent analysis and judgment of the Planning Commission, and approved the FND for  
20 the Agreement in compliance with CEQA, the CEQA Guidelines and Chapter 31, and  
21 therefore, the previous FND satisfies the CEQA requirement for the proposed extended term  
22 of the Current Landfill Agreement, as the proposed extension would not exceed a cumulative  
23 5 million tons of solid waste disposal or a total term of 15 years; and

1               WHEREAS, A copy of the Current Landfill Agreement, the First Amendment, and the  
2 Second Amendment are on file with the Clerk of the Board of Supervisors in File No. 240556  
3 and are hereby declared to be a part of this Resolution as if set forth fully herein; and

4               WHEREAS, San Francisco Charter, Section 9.118, requires the Board of Supervisors  
5 to approve contracts having a term of more than 10 years; and

6               WHEREAS, The Director of the Environment Department recommends approval of the  
7 proposed Second Amendment; now, therefore, be it

8               RESOLVED, That the Board of Supervisors under Charter, Section 9.118, approves  
9 the proposed Second Amendment; and, be it

10              FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of the  
11 Environment Department to execute the Second Amendment.

12  
13  
14 Recommended:

Approved: \_\_\_\_\_ /s/ \_\_\_\_\_  
Mayor

15  
16  
17 \_\_\_\_\_ /s/ \_\_\_\_\_

18 Tyrone Jue, Director, Environment Department  
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22  
23  
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25

**City and County of San Francisco  
Environment Department  
1155 Market Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94103**

**Second Amendment to the  
Landfill Disposal Agreement between  
The City and County of San Francisco and  
Recology San Francisco**

THIS SECOND AMENDMENT (“Amendment”) of the **Landfill Disposal Agreement** is made as of [REDACTED], in San Francisco, California, by and between **Recology San Francisco** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Environment Department. (Contractor and City together shall be referred to as “Parties.”)

**Recitals**

WHEREAS, the Parties entered into the Landfill Disposal Agreement on July 22, 2015; and

WHEREAS, the Parties amended the Landfill Disposal Agreement through a First Amendment dated May 1, 2016 (the Landfill Disposal Agreement as modified through the First Amendment shall be referred to herein as “Agreement”);

WHEREAS, the Agreement has a term limit of 9 years or 3.4 million tons of solid waste disposed, whichever comes first, and the disposal of solid waste under the Agreement began on January 15, 2016; and

WHEREAS, the Agreement term of 9 years will expire on July 21, 2024, and the Parties estimate that the maximum solid waste disposal amount of 3.4 million tons will not yet have been reached by that date; and

WHEREAS, the Parties desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the Agreement, consistent with the option language in the Agreement, and to update standard contract terms; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals (RFP) entitled “Request for Proposals for Landfill Disposal Capacity,” issued on February 9, 2009, and this Amendment is consistent with the terms of that RFP; and

WHEREAS, the City’s Board of Supervisors adopted a Resolution on July 26, 2011, that approved under Charter Section 9.118(b) an earlier version of the Agreement, which was subsequently terminated in 2012, and the Board of Supervisors adopted Ordinance No. 8-14 on February 4, 2014, finding, among other things, that the competitive selection process that

resulted in the selection of Recology for the Agreement satisfied City competitive solicitation requirements;

WHEREAS, this Amendment is consistent with an approval obtained from the City’s Board of Supervisors under [insert resolution number] approved on [insert date of Board action] for the extension of the term of the Agreement, pursuant to the option specified in Section 2.2 of the Agreement; and

Now, THEREFORE, the parties agree as follows:

## **Article 1      Definitions**

The following definitions shall apply to this Amendment:

1.1      **Agreement.** The term “Agreement” shall mean the Landfill Disposal Agreement dated July 22, 2015 between Contractor and City, as amended by the First Amendment thereto dated May 1, 2016.

1.2      **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever the Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3      **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

## **Article 2      Modifications of Scope to the Agreement**

The Agreement is hereby modified as follows:

2.1      **Term of the Agreement.** Section 2.2 of the Agreement currently reads as follows:

The Contractor hereby agrees to provide the City the right to deposit for Disposal, in a lawful manner, from and after the Commencement Date, at the Landfill, all Solid Waste collected in San Francisco by Permitted Haulers or self-haulers, for a period of nine (9) years from the Effective Date of this Agreement, as defined in Section 2.3, or until 3.4 million tons of Solid Waste have been deposited under this Agreement, whichever comes first. The City shall have one (1) option to renew the Agreement for a period of six (6) years, or until an additional 1.6 million tons of Solid Waste have been deposited under this Agreement, whichever comes first.

The City may extend the Agreement beyond the expiration date by exercising the option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 43, "Modification of Agreement." Any remaining unused disposal capacity authorized under the initial term of the Agreement may be added to the disposal capacity authorized under the extension, but the total amount of Solid Waste disposed of under the Agreement, including both the initial term and the extension, may not exceed 5 million tons. The period from the Commencement Date until the expiration or earlier termination of this Agreement is referred to herein as the "Disposal Term." The parties may mutually agree to terminate this Agreement.

**Such section is hereby amended in its entirety to read as follows:**

The Contractor hereby agrees to provide the City the right to deposit for Disposal, in a lawful manner, from and after the Commencement Date, at the Landfill, all Solid Waste collected in San Francisco by Permitted Haulers or self-haulers, through July 21, 2030, or until 5.0 million tons of Solid Waste have been deposited under this Agreement, whichever comes first. The period from the Commencement Date until the expiration or earlier termination of this Agreement is referred to herein as the "Disposal Term." The parties may mutually agree to terminate this Agreement.

**2.2 Section 23 Notices to the Parties.** *Section 23 of the Agreement is replaced in its entirety to read as follows:*

**23. Notices to the Parties.** Unless otherwise indicated elsewhere in this Agreement, or otherwise legally required, all communications required or permitted hereunder shall be in writing and shall be sent by e-mail, facsimile, registered U.S. mail, or nationally recognized overnight courier, and shall be addressed as follows:

To City: Tyrone Jue, Director, San Francisco Environment Department, 1455 Market Street, Suite 13B, San Francisco, CA, 94103, E-Mail: tyrone.jue@sfgov.org.

To Contractor: Evan Boyd, Vice President and Region Manager, San Francisco Region, Recology San Francisco, 250 Executive Park Boulevard, Suite 2100, San Francisco, CA 94134, E-Mail: eboyd@recology.com.

with a copy to:

Bryce Giddens, General Counsel, Recology Inc., 50 California Street, 24<sup>th</sup> Floor, San Francisco, CA 94111, E-Mail: bgiddens@recology.com.

Any notice of default or data breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party at least ten (10) days prior to the effective date of such change. If email notification is used to change a Party's notice address, the sender must specify a receipt notice.



2.3 **Section 26 Assignment.** *Section 26 of the Agreement is replaced in its entirety to read as follows:*

**26. Assignment.** Services to be performed by Contractor are personal in character. This Agreement may not be directly or indirectly assigned, novated, or otherwise transferred unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

2.4 **Section 53 Notification of Legal Requests.** The following section is hereby added to the Agreement:

**53. Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), or which in any way might reasonably require access to City’s Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

### **Article 3 Effective Date**

Each of the modifications set forth in Article 2 shall be effective upon signing and shall continue until the end of the Disposal Term.

### **Article 4 Legal Effect**

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

Recommended by:

\_\_\_\_\_  
Tyrone Jue  
Director  
Environment Department

**CONTRACTOR**

Recology San Francisco

\_\_\_\_\_  
Salvatore M. Coniglio  
Chief Executive Officer

City Supplier number: 0000012409

Approved as to Form:

David Chiu  
City Attorney

By: \_\_\_\_\_  
Sarah Crowley  
Deputy City Attorney



# Landfill Disposal Contract Extension

June 5, 2024

San Francisco Board of Supervisors  
Budget & Finance Committee

**SAN FRANCISCO**  
**ENVIRONMENT**  
DEPARTMENT

Credit: iStock.com

# San Francisco's Current Landfill Agreement

July 2015 Agreement with Recology

Exclusive disposal site at Hay Road landfill in Solano County

Agreement sets the landfill disposal fee along with other mostly government fees

Allowance of an annual CPI increase for disposal and one mitigation fee

Fees are included in the rates paid by refuse ratepayers

Total of fees as of 7/1/24 = \$40.17/ton

**SFE**



# Landfill Contract Term and Extension Option

Term limit of whichever comes first:

9 years from July 22, 2015 expiring on July 21, 2024

OR

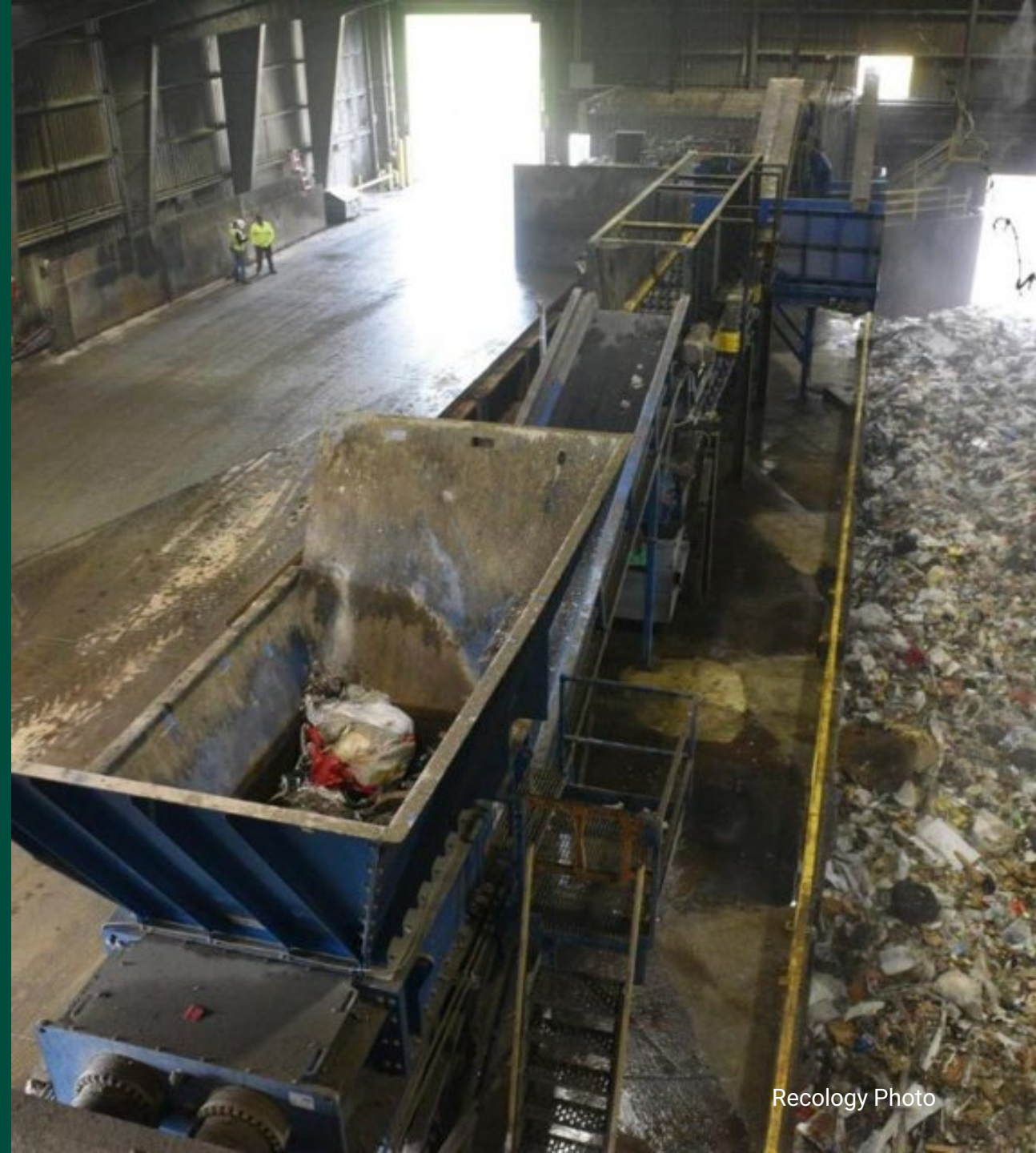
3.4 million tons disposed starting Jan 2016

Renewal Option:

City has one option to extend by adding 6 years or 1.6 million tons, whichever comes first

If extended, the contract term would likely end by November 2028 (4.3 years after July 2024) based on the current disposal rate

**SFE**



Recology Photo



# New Landfill Contract

Time allotted by the contract extension is essential for developing a new contract

New contract solicitation, selection, CEQA, and negotiation is expected to take up to 4 years aiming for completion by 2028

Historical Reference: The current landfill agreement's contracting process, including legal challenges, spanned approximately 7 years

# Thank You!

Jack Macy  
Zero Waste Program Manager  
Jack.Macy@sfgov.org




SAN FRANCISCO  
**ENVIRONMENT**  
DEPARTMENT

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City and County of San Francisco  
Department of the Environment  
1455 Market Street, Suite 1200  
San Francisco, California 94103

APPROVED JUL 22 2015  


**Landfill Disposal Agreement between  
The City and County of San Francisco and  
Recology San Francisco**

This Landfill Disposal Agreement (this "Agreement") is made this \_\_\_ day of July, 2015, in the City and County of San Francisco, State of California ("San Francisco"), by and between: Recology San Francisco, a California corporation, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Department of the Environment.

**Recitals**

WHEREAS, the City, Contractor (f/k/a Sanitary Fill Company) and Waste Management of Alameda County, Inc. ("Waste Management") (f/k/a Oakland Scavenger Company) are parties to that certain Waste Disposal Agreement dated as of January 2, 1987 (the "Prior Landfill Agreement"), and City and Contractor are parties to that certain Agreement in Facilitation of Waste Disposal Agreement dated January 2, 1987 (the "Prior Facilitation Agreement," and together with the Prior Landfill Agreement, the "1987 Agreements").

WHEREAS, the Prior Landfill Agreement provides the City with landfill disposal capacity of up to 15 million tons at Waste Management's Altamont landfill, approximately 14.6 million of which had been utilized as of January 1, 2015.

WHEREAS, the City estimates that the remaining landfill disposal capacity under the Prior Landfill Agreement will be exhausted sometime in the first half of 2016, depending on the rate at which residual solid waste is disposed of in San Francisco in the coming years.

WHEREAS, the California Department of Resources Recycling and Recovery (CalRecycle) requires that the City have a plan for 15 years of landfill disposal capacity.

WHEREAS, in 2006, the Department of the Environment began considering options for disposal of the City's refuse after the conclusion of the 1987 Agreements. The Department elected to use a competitive selection process ("Competitive Selection Process") to select a proposed contractor. Specifically,

(1) The Department of the Environment held a series of noticed public hearings in 2007 to assess the public's priority considerations for a new disposal agreement.

(2) On May 30, 2008, the Department of the Environment issued a Request for Qualifications ("RFQ"), and invited every landfill operator in the State of California to submit a response.

(3) In February 2009, the Department of the Environment sent all landfill operators that responded to the RFQ the Request for Proposals for Landfill Disposal Capacity ("RFP"). The RFP required each proposer to provide detailed information regarding its principal proposed landfill and any proposed back-up landfill. Only two companies, Recology and Waste Management, submitted responses to the RFP and satisfied all pre-submission requirements.



(4) A neutral and objective scoring panel reviewed and scored both Recology and Waste Management's proposals using standardized criteria, considering both written submissions and an oral interview with each company.

(5) The scoring panel selected Recology's proposal ("Recology Proposal") as the preferred proposal. The Recology Proposal met the City's operational and environmental requirements as set out in the RFP and offered adequate permitted capacity to meet the City's needs, and among other advantages, included proposed disposal rates that were substantially less than those of Waste Management, potentially resulting in considerable future savings for the City's ratepayers. The Recology Proposal provided for disposal of the City's refuse at Recology's Ostrom Road Landfill in Yuba County, with transportation to the landfill by rail, or, as a back-up site, Recology's Hay Road Landfill in Solano County, with transportation to the landfill by truck.

(6) On September 10, 2009, the Department of the Environment issued a Notice of Intent to Award, notifying the public and all interested parties that the Department of the Environment intended to award the contract for landfill disposal capacity to Recology.

(7) In 2010, the Department of the Environment negotiated with Recology a proposed Landfill Disposal Agreement concerning the disposal of the City's refuse, and a proposed Amended and Restated Facilitation Agreement ("Facilitation Agreement") concerning transfer of the City's refuse at Recology's transfer station and the means of transporting refuse to the landfill. Under the terms of those agreements (as under the terms of the 1987 Agreements), the City itself would not procure or pay for disposal, transfer or transportation services. Instead, the agreements established certain charges for disposal, transfer and transportation of refuse that Recology would apply to include in the rates it charges residential ratepayers in San Francisco for the collection and disposal of refuse. Those rates are set by the Director of the Department of Public Works and the Rate Board in accordance with the Refuse Collection and Disposal Ordinance, enacted by initiative and codified at Appendix 1 to the San Francisco Administrative Code.

WHEREAS, on September 23, 2010, the Department of the Environment asked the Board of Supervisors to approve the Landfill Disposal Agreement and Facilitation Agreement with Recology under Charter Section 9.118(b). Consistent with the Recology Proposal, the proposed Landfill Disposal Agreement provided for disposal of the City's refuse at the Ostrom Road Landfill or, as a back-up site, the Hay Road Landfill.

WHEREAS, on July 26, 2011, after four committee hearings over ten months, the Board of Supervisors adopted a resolution approving the Landfill Disposal Agreement and Facilitation Agreement with Recology under Charter Section 9.118(b). At that time, the Board of Supervisors approved the Landfill Disposal Agreement and Facilitation Agreement for terms exceeding ten years, and authorized the Director of the Department of the Environment to execute agreements in substantially the form of the Landfill Disposal Agreement and Facilitation Agreement on file with the Clerk of the Board of Supervisors. The Board of Supervisors also authorized the Director of the Department of the Environment to enter into any additions, amendments, or other modifications to the Landfill Disposal Agreement and Facilitation Agreement that satisfied specified terms. Finally, the Board of Supervisors stated that it "approves and ratifies all prior actions taken by officials, employees, and agents of the Department of the Environment and the City with respect to the Landfill Disposal Agreement and Facilitation Agreement."

WHEREAS, on April 18, 2012, Yuba County announced its intention to complete an Environmental Impact Report ("EIR") concerning the transportation of San Francisco's refuse from Recology's San Francisco transfer station to the Ostrom Road Landfill in Yuba County.

WHEREAS, the City's Department of the Environment and Planning Department elected to participate in the Yuba County EIR process as a Responsible Agency. To facilitate the City's participation as a Responsible Agency, the City asked Recology to agree to terminate the Landfill Disposal Agreement and Facilitation Agreement. Accordingly, the City and Recology terminated the Landfill Disposal Agreement and Facilitation Agreement on November 26, 2012. Under the terms of the Termination Agreement, the City reserved full discretion over any future decisions regarding the Recology Proposal in light of the California Environmental Quality Act (CEQA) review.

WHEREAS, on February 4, 2014, City's Board of Supervisors adopted Ordinance 8-14 by an 11-0 vote, pursuant to which the Board of Supervisors:

(1) Found that the Competitive Selection Process that resulted in the City's selection of Recology, and the Board of Supervisors' approval of the now-terminated Landfill Disposal Agreement and Facilitation Agreement, complied with any requirements of Chapter 21 of the San Francisco Administrative Code and that the purposes of competitive selection had already been satisfied by the Competitive Selection Process.

(2) Ratified and confirmed all actions taken by City officials in carrying out the Competitive Selection Process and selecting Recology as the City's preferred contractor, and then terminating the Landfill Disposal Agreement and Facilitation Agreement.

(3) Endorsed the process under which the Department of the Environment, the Planning Department and other City agencies and staff undertook environmental review of the proposed project, including the disposal and transportation of refuse consistent with the Recology Proposal.

(4) Clarified that, consistent with prior practice in the approval of the 1987 Agreements, contracts for the disposal and transportation of refuse resulting from the Competitive Selection Process were not contracts for "services" within the meaning of Sections 21.02(i), (m) and (s) of the Administrative Code or their statutory predecessors;

WHEREAS, due to delays in the environmental review for the project involving disposal of the City's refuse at Recology's Ostrom Road Landfill in Yuba County, with transportation to the landfill by rail (the "Ostrom Road Project"), the Department of the Environment determined that the Ostrom Road Project could not be approved and constructed in a timely manner prior to the expiration of the Prior Landfill Agreement.

WHEREAS, to ensure disposal capacity for the City's refuse following expiration of the Prior Landfill Agreement, and to enable the City and its ratepayers to take advantage of the substantially lower disposal fees offered in the Recology Proposal, the Department of the Environment decided to pursue a separate project involving the disposal of the City's refuse at the Hay Road Landfill, with transportation to the landfill by truck (the "Hay Road Project").

WHEREAS, the Planning Department prepared a final negative declaration (FND) as required by CEQA, and the Planning Commission found the FND was adequate, accurate and objective, reflected the independent analysis and judgment of the Planning Commission, and approved the FND for the Agreement in compliance with CEQA, the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code in Planning Commission Motion No. 19376.

WHEREAS, consistent with Section V(B) of the RFP, which contemplated that the City could negotiate changes to the terms of the selected proposal before entering into a definitive agreement with

the selected proposer, the Department of the Environment and Recology have negotiated a proposed Landfill Disposal Agreement reflecting the Hay Road Project.

WHEREAS, Contractor represents and warrants that it, together with its affiliates, is qualified to perform the disposal and transport services required by City as set forth under this Agreement.

Now, THEREFORE, the parties agree as follows:

**1. Definitions.**

Definitions contained in this section shall govern the construction of this Agreement.

**1.1** “Applicable Laws” means all laws, ordinances, orders, judgments, rules, regulations and interpretations of any federal, state or local governmental entity applicable to operation of the Landfill, Back-Up Landfill or Transfer Station, or provision of the Disposal and Transport services contemplated by this Agreement.

**1.2** “Back-Up Landfill” means a landfill to be mutually agreed upon by City and Contractor.

**1.3** “Beneficial Use Material” means any material, including contaminated soils, that is used for alternative daily cover (as defined in Section 20164 of the California Code of Regulations), landfill construction, erosion control, pad or road building, slope stabilization, other beneficial reuse (as defined in Section 20686 of the California Code of Regulations), or any other use that is not deemed to be “disposal” for purposes of the California Integrated Waste Management Act and the rules and regulations thereunder, *provided, however*, that “Beneficial Use Material” shall not include Source-Separated Recyclable Material or Source-Separated Organic Material.

**1.4** “Change in Law” means any change in Applicable Law or Permits occurring after the date hereof that is not the result of Contractor’s willful or negligent action or omission or violation of Applicable Law or Permits.

**1.5** “City Waste” means Solid Waste and/or Beneficial Use Material that is (i) collected in San Francisco by or on behalf of Permitted Haulers or City, (ii) generated in San Francisco and delivered to the Transfer Station by self-haulers, or (iii) residue from the processing of Recyclable Material or Organic Material generated in San Francisco and processed by Contractor at the Transfer Station.

**1.6** “Commencement Date” means the date, as designated by the City, when all or substantially all the City’s Solid Waste is first accepted at the Landfill or Back-Up Landfill.

**1.7** “Designated Waste” means any of the following: (i) Hazardous Waste that has been granted a variance from hazardous waste management requirements, (ii) nonhazardous waste that, under ambient environmental conditions at a waste management unit, could be released in concentrations exceeding applicable water quality objectives or that could reasonably be expected to affect beneficial uses of the waters of the state, or (iii) as to the Landfill, Back-Up Landfill or Transfer Station, any material that is not permitted to be disposed of or accepted at such facility under its Permits or Applicable Laws as in effect from time to time.

**1.8** “Director” means the Director of the Department of Public Works of the City. The phrase “Director (and, if applicable, the Rate Board)” refers to provisions in the Ordinance which cause a “Recommended Order” by the Director of the Department of Public Works to become an “Order of the

Rate Board” unless an interested party appeals such a recommendation and the Rate Board issues its own “Order” on the appeal.

**1.9** “Disposal” means, with respect to Solid Waste, the final disposal of such waste at a fully permitted landfill, and, with respect to Beneficial Use Material, means the beneficial reuse (as defined in Section 20686 of the California Code of Regulations) of such material.

**1.10** “Disposal Term” is defined in Section 2.2 hereof.

**1.11** “Fees” means the following collectively: the Solid Waste Fee, the Organics-Free Waste Fee, and the Beneficial Use Material Fee, each as defined in **Appendix A**, as well as the Excess Disposal Fee and the Sustainability Fee, each as defined in Section 3.8.

**1.12** “Force Majeure” means any (a) act of God, earthquake, fire, flood, storm, epidemic, landslide, lightning, explosion or similar occurrence; (b) act of public enemy, war, terrorism, riot, civil disturbance or disobedience, sabotage or similar occurrence; (c) labor action, strike, picketing, work stoppage, work slowdown, sickout or similar occurrence; (d) order, judgment, injunction, condemnation or other act of any federal, state, county or local court, administrative agency or governmental office or body, not the result of the Contractor’s willful or negligent action or omission; or (e) act, event or condition affecting the Contractor or the Landfill, Back-Up Landfill or Transfer Station, or provision of the Disposal or Transport services contemplated by this Agreement, which is beyond the reasonable control of the Contractor and is not the result of the Contractor’s willful or negligent action or omission.

**1.13** “Governmental Fees” means all government-mandated regulatory fees, charges or assessments that may be imposed from time to time on or applicable to the Landfill, Back-Up Landfill or Transfer Station by federal, state or local authorities, and includes without limitation the county host fee payable to Solano County (in the case of the Landfill), and the AB939 fee payable to CalRecycle.

**1.14** “Hazardous Waste” means any materials defined as (i) “hazardous waste” in the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), as amended, (ii) “hazardous waste” in California Public Resources Code Section 40141, as amended, or (iii) “universal wastes” in Section 66261.9 of Title 22 of the California Code of Regulations, as amended.

**1.15** “Landfill” means the Hay Road Landfill, located at 6426 Hay Road, Vacaville, California, in unincorporated Solano County.

**1.16** “Ordinance” means the Refuse Collection and Disposal Ordinance of November 8, 1932, as amended, and codified as Appendix 1 to the San Francisco Administrative Code.

**1.17** “Organic Material” means any food scraps, plant trimmings, food soiled paper, or other waste that can be composted into usable products in a safe and timely manner by facilities accepting such material collected in San Francisco’s collection programs.

**1.18** “Organics-Free Waste” means processed Solid Waste that contains no Organic Material other than minimal amounts of Organic Material. Removal of Organic Material from Solid Waste shall be through processing, as documented by the Contractor. Contractor shall consult with City regarding the method of processing.

**1.19** “Permits” means all licenses, permits, approvals and authorizations necessary for operation of the Landfill, Back-Up Landfill and Transfer Station, and provision of the Disposal and

Transport services contemplated by this Agreement, and includes all permit conditions and obligations under the same.

**1.20** “Permitted Hauler” means any person engaged in San Francisco in the collection, transportation or consolidation for transportation of Solid Waste or Beneficial Use Material and that is duly licensed under the Ordinance and/or engages in any such activities pursuant to an agreement, permit or license issued by the City. Although Contractor is a Permitted Hauler within the meaning of the preceding sentence, for purposes of the provisions of this Agreement relating to Contractor’s collection of Fees from Permitted Haulers, the term “Permitted Hauler” shall be deemed to exclude Contractor. Where this Agreement refers to the Contractor’s authority or responsibility to collect fees or charges contemplated in the Agreement, “Permitted Hauler” shall also include self-haulers operating in compliance with the Ordinance.

**1.21** “Rate Board” means the San Francisco Refuse Collection and Disposal Rate Board created pursuant to the Ordinance.

**1.22** “Rates” means the rates that Permitted Haulers are permitted to charge, under the Ordinance or any agreement, permit or license issued by the City, for refuse disposal and collection of refuse from residences, flats and apartments in San Francisco, and rates that Contractor is permitted to charge for the Transfer Station.

**1.23** “Recyclable Material” means any waste that can be returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

**1.24** “Solid Waste” shall have the same meaning as found in California Public Resources Code Sections 40191, as amended, *provided, however*, that “Solid Waste” shall not include Beneficial Use Material, Source-Separated Recyclable Material, Source-Separated Organic Material, Hazardous Waste, Designated Waste, or sewage sludge. For the avoidance of doubt, “Solid Waste” includes without limitation Organics-Free Waste, and residue from the processing of Source-Separated Recyclable Material or Source-Separated Organic Material, but not any such residue utilized as Beneficial Use Material.

**1.25** “Source-Separated” materials means any type of waste that has been segregated from the rest of the solid waste stream by the generator or at a centralized facility.

**1.26** “Transfer Station” means a facility or facilities operated by Contractor in or adjacent to San Francisco that receives, temporarily stores and/or processes City Waste (and/or Recyclable Material or Organic Material the residue of which constitutes City Waste) and/or that transfers City Waste from smaller to larger vehicles for transport to a Disposal site. The Transfer Station currently consists of the facilities located at 501 Tunnel Avenue and Pier 96.

**1.27** “Transport” means all activities associated with the transportation of City Waste from within San Francisco to a Disposal site, including without limitation the activities conducted by Contractor at the Transfer Station authorized or required under the Agreement or an order of the Director or the Rate Board.

## **2. Disposal Site and Agreement.**

**2.1 Exclusive Disposal Site:** The parties agree that, from and after the time that the City exhausts the 15 million ton capacity contracted for under the Prior Landfill Agreement, until the

termination of this Agreement, the Landfill and Back-Up Landfill will be the exclusive sites used by the City and Contractor for Disposal of all City Waste. The only exception to the foregoing grant of exclusivity is that the Director of the Department of the Environment may direct small amounts of City Waste to alternative disposal sites for the purpose of testing alternative waste handling technologies.

**2.2 Term of the Agreement:** The Contractor hereby agrees to provide the City the right to deposit for Disposal, in a lawful manner, from and after the Commencement Date, at the Landfill, all Solid Waste collected in San Francisco by Permitted Haulers or self-haulers, for a period of nine (9) years from the Effective Date of this Agreement, as defined in Section 2.3, or until 3.4 million tons of Solid Waste have been deposited under this Agreement, whichever comes first. The City shall have one (1) option to renew the Agreement for a period of six (6) years, or until an additional 1.6 million tons of Solid Waste have been deposited under this Agreement, whichever comes first. The City may extend the Agreement beyond the expiration date by exercising the option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 43, "Modification of Agreement." Any remaining unused disposal capacity authorized under the initial term of the Agreement may be added to the disposal capacity authorized under the extension, but the total amount of Solid Waste disposed of under the Agreement, including both the initial term and the extension, may not exceed 5 million tons. The period from the Commencement Date until the expiration or earlier termination of this Agreement is referred to herein as the "Disposal Term." The parties may mutually agree to terminate this Agreement.

**2.3 Effective Date of Agreement:** This Agreement shall become effective upon signing and shall continue until the end of the Disposal Term. The parties acknowledge that the Commencement Date is uncertain, because the date of termination of the Prior Landfill Agreement depends (among other things) on the rate at which Solid Waste is disposed of in San Francisco in future years. Upon the Commencement Date, the Prior Landfill Agreement shall have terminated by its own terms and the Prior Facilitation Agreement (other than the last two sentences of Section 5 thereof) shall be deemed superseded and replaced in its entirety by this Agreement, and shall be of no further force or effect.

**2.4 Enforcement:** The City agrees to make its best effort to take any administrative or legal action as is reasonable and necessary for the continued enjoyment of all parties of the benefits of this Agreement during its full term for as long as Solid Waste is being produced in San Francisco, regardless of any change in the identity of persons collecting, transporting or consolidating for transportation any Solid Waste, or of any change in the manner in which these acts are performed.

**2.5 Hazardous and Designated Wastes Not Included:** The Landfill is currently designated as a Class II disposal site. No provision of this Agreement shall be deemed to require acceptance at the Landfill or Back-Up Landfill of any material that is or contains Hazardous Waste or Designated Waste. Any material that is currently permitted for Disposal under this Agreement but is later reclassified as Hazardous Waste or Designated Waste shall cease to be covered by this Agreement until such time as those classifications are removed. Except as provided in Section 2.5, arrangements for disposal of Hazardous Waste or Designated Waste must be made by separate agreement. If City and Contractor enter into a separate agreement regarding acceptance of Designated Waste at the Landfill, Contractor shall quantify, and provide City with tonnage information regarding, any Designated Waste so accepted.

**2.6 Permits and Approvals:** Except as otherwise agreed, each party will pay its own expenses for preparation of such applications, environmental impact reports (EIS or EIR), and other documents and studies which have been necessary or become necessary to obtain all permits and approvals from various government agencies required for operation under this Agreement. In the event any litigation becomes necessary to protect the continued validity of permits or approvals held or required to be held by Contractor or its affiliates for operation of the Landfill, the cost of that litigation will be

borne by the Contractor or its affiliates. The City agrees to cooperate with the Contractor and its affiliates in any such litigation.

### **3. Rates and Compliance.**

**3.1 Disposal Fees:** The Contractor agrees to abide by, and shall be entitled to charge and collect from Permitted Haulers, the Fees provided for in this Agreement. The initial maximum Fees per ton of Solid Waste, Organics-Free Waste or Beneficial Use Material delivered to the Landfill or Back-Up Landfill pursuant to this Agreement shall be those specified in **Appendix A**. The Contractor shall prepare and submit to the City a fee statement for all Fees paid to the Contractor, including Solid Waste tonnage, Organics-Free Waste tonnage and Beneficial Use Material tonnage, by the 20<sup>th</sup> of each month for the prior calendar month. If the initial categorization of material is subsequently modified (e.g., if material initially categorized as Beneficial Use Material is subsequently determined to be unsuitable for such use and must be disposed of), then an appropriate adjustment shall be made in a subsequent fee statement. The Contractor reserves the right to enter into agreements with Permitted Haulers and self-haulers regarding matters relating to this Agreement or the Ordinance, provided that such agreements do not conflict with this Agreement.

**3.2 Fee Structure.** Each of the Solid Waste Fee, the Organics-Free Waste Fee and the Beneficial Use Material Fee consists of two components: The "Landfill Operations" component represents the compensation to the Contractor for Disposal of Solid Waste or Beneficial Use Material at the Landfill or Back-Up Landfill. The "Governmental Fees" component represents Governmental Fees. Contractor shall ensure that Governmental Fees are remitted to the applicable governmental authority from the Solid Waste, Organics-Free Waste and Beneficial Use Material Fees paid by Permitted Haulers.

**3.3 Fee Adjustments:** The Fees defined in **Appendix A** shall be adjusted as follows:

(a) Adjustment of Landfill Operations Component. Each year commencing on July 1, 2016 (regardless of whether the Commencement Date occurs before or after July 1, 2015), and continuing each July 1 thereafter until this Agreement terminates, the "Landfill Operations" component of each Fee defined in **Appendix A** shall be automatically adjusted by 100% of the percentage change in the Consumer Price Index, San Francisco-Oakland-San Jose, All Urban Consumers produced by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U") for the 12 months ending on the April 30 immediately preceding such July 1. Should the aforementioned index become unavailable in the same form and on the same basis as last published immediately prior to the execution of this Agreement, the parties shall utilize a replacement index that shall produce as nearly as possible the same result as would have been achieved had the aforementioned index remained available.

(b) Adjustment of Governmental Fees Component.

(i) The Governmental Fees component of each Fee defined in **Appendix A** shall be increased or decreased by the amount of any changes after the date hereof in per-ton Governmental Fees (including without limitation the introduction of any new per-ton Governmental Fees).

(ii) Adjustments to the Governmental Fee component shall occur to the extent possible concurrently with the effective date of the change to such per-ton Governmental Fees.

(iii) Contractor understands that, under the Ordinance, Contractor will not be entitled to increase Fees pursuant to this Section 3.3(b) unless and until such increase has been approved by the Director and, if applicable, the Rate Board. City understands that, in the event of a proposed increase in Fees pursuant to this Section 3.3(b), Contractor will seek an order of the Director and, if

applicable, the Rate Board to approve such Fee increase, approve the inclusion of such Fee increase in the cost base used to set Rates, and approve a corresponding adjustment in the then-current Rates. Upon Contractor's provision of substantial evidence that an existing per-ton Governmental Fee has been or will be increased, or a new per-ton Governmental Fee has been or will be introduced, and of the per-ton amount of such Governmental Fee, the City departments responsible for reviewing Rate applications under the Ordinance (currently the Department of Public Works and the Department of the Environment) shall, subject to their confirmation of such evidence and Contractor's supporting calculations, recommend that the Director and, if applicable, the Rate Board, approve the inclusion of such amounts in the cost base used to set Rates; *provided, however*, that said City departments (currently the Department of Public Works and the Department of the Environment) may make independent recommendations regarding the timing and allocation of any resulting rate adjustment for the purpose of avoiding major rate fluctuations while compensating Contractor for its increased expense.

(c) Adjustment for Change in Law.

(i) The Landfill Operations component of each Fee defined in **Appendix A** shall be adjusted by the Permitted Haulers' per-ton ratable share of any increased costs (including without limitation any increased Governmental Fees other than per-ton Governmental Fees), legally required to be incurred as a result of any Change in Law, of operating the Landfill, or of providing for or maintaining any funds, reserves, insurance coverages or like financial assurances relating to the operation, closure or postclosure of the Landfill.

(ii) For the purpose of determining each Permitted Hauler's share of such costs, the following principles shall apply: (i) non-capital costs shall be allocated on a per-ton basis; (ii) capital costs shall be amortized over the useful life of the asset (or, if less, over the remaining useful life of the Landfill) and allocated on a per-ton basis; and (iii) costs relating to the closure or postclosure of the Landfill shall be amortized over the remaining useful life of the Landfill and allocated on a per-ton basis.

(iii) Adjustments under this Section 3.3(c) shall occur to the extent possible sufficiently in advance of the effective date of the Change in Law to enable Contractor to take such steps as are reasonably necessary to ensure compliance with such Change in Law as of its effective date.

(iv) Contractor understands that, under the Ordinance, Contractor will not be entitled to increase Fees pursuant to this Section 3.3(c) unless and until such increase has been approved by the Director and, if applicable, the Rate Board. City understands that, in the event of a proposed increase in Fees pursuant to this Section 3.3(c), Contractor will seek an order of the Director and, if applicable, the Rate Board to approve such Fee increase, approve the inclusion of such Fee increase in the cost base used to set Rates, and approve a corresponding adjustment in the then-current Rates. Upon Contractor's provision of substantial evidence that a Change in Law has occurred or will occur, that the increased costs resulting from such Change in Law are legally required to be incurred and otherwise meet the requirements of Section 3.3(c)(i), and that the Permitted Haulers' per-ton ratable share of such costs has been calculated in a manner consistent with this Section 3.3(c), the City departments responsible for reviewing Rate applications under the Ordinance (currently the Department of Public Works and the Department of the Environment) shall, subject to their confirmation of such evidence and Contractor's supporting calculations, recommend that the Director and, if applicable, the Rate Board, approve the inclusion of such amounts in the cost base used to set Rates; *provided, however*, that said City departments (currently the Department of Public Works and the Department of the Environment) may make independent recommendations regarding the timing and allocation of any resulting rate adjustment for the purpose of avoiding major rate fluctuations while compensating Contractor for its increased expense.



**3.4 Incorporation Into Rate Structure:** For the purpose of assuring the ability of the Permitted Haulers to pay the Fees, charges and expenses for which this Agreement provides, the City departments responsible for reviewing Rate applications under the Ordinance (currently the Department of Public Works and the Department of the Environment) will recommend to the Director (or, in the event of an appeal under the Ordinance, the Rate Board), that (i) the obligations assumed by Contractor under this Agreement are prudent, reasonable and necessary for Contractor to incur in order to render its services to the public, and (ii) subject to Contractor's evidentiary showing, City's confirmation thereof, and City's right to make independent recommendations as set forth under Section 3.3(b)(iii) or Section 3.3(c)(iv), if applicable, such Fees, charges and expenses (as adjusted from time to time in accordance with the provisions hereof) be included in the cost base used to set Rates. With regard to all other costs, fees, charges and expenses incurred by Contractor in order to perform its obligations hereunder, to the extent they have been or will be reasonably incurred, the City shall not unreasonably oppose their inclusion in the cost base used to set Rates.

**3.5 Annual Statements:** Within ninety (90) days of the end of each of the Contractor's fiscal years during the term of this Agreement, the Contractor shall furnish to the City's Controller a financial statement of the Contractor. Such statement shall be under oath and in such detail as the Controller may reasonably require.

**3.6 Compliance Issues:** In the performance of this Agreement, Contractor shall comply with all Applicable Laws, provided that the Contractor may contest the validity or applicability of any provision of Applicable Law so long as such contest (if against a party other than the City) is conducted without prejudice, liability, damage or expense to the City. Contractor agrees to use its best efforts to maintain all Permits, and to maintain landfill capacity sufficient to satisfy Contractor's obligation under Section 2.2. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall require Contractor (or its affiliates) to violate any provision of Applicable Law or any Permit, and no failure by Contractor (or its affiliates) to perform any obligation under this Agreement shall be deemed a breach or default hereunder if such failure to perform is required in order to comply with Applicable Law or any Permit.

**3.7 Acceptance of Waste:** The Contractor has the affirmative duty to accept (or cause to be accepted) from Permitted Haulers, at the Landfill, all Solid Waste and Beneficial Use Material generated in San Francisco, subject to payment to Contractor of the Fees provided for under this Agreement. This section shall not bar Contractor from setting reasonable rates and terms for services not covered by this Agreement that the Contractor may provide to Permitted Haulers or other parties.

**3.8 City Fees; Zero Waste Account:** The parties acknowledge that City intends, subject to any required approval by the Director (and, if applicable, the Rate Board), and, if required, by the Board of Supervisors, to impose certain fees on waste generators in City to facilitate achievement of City's disposal targets and other diversion and environmental goals. Such fees comprise: (i) a fee on each ton of Solid Waste Disposed during any calendar year at the Landfill, Back-Up Landfill or other landfill designated hereunder that exceeds City's annual disposal target for such calendar year as set forth on **Appendix B** (the "Excess Disposal Fee"), which fee is expected to be up to \$5.00 per ton, and (ii) a fee for each ton of Solid Waste or Beneficial Use Material Disposed at the Landfill, Back-Up Landfill or other landfill designated hereunder (the "Sustainability Fee"), which fee is expected to be up to \$10.00 per ton for Organics-Free Waste and Beneficial Use Material, and up to \$15.00 per ton for Solid Waste other than Organics-Free Waste. The proceeds of such Fees shall be paid into a separate City account (the "Zero Waste Account") to be used exclusively for projects, mutually approved by the Director of the Department of the Environment and Contractor, to increase diversion from landfill or high-temperature disposal of waste generated within San Francisco, or to reduce carbon emissions associated with the management of waste (including without limitation Source-Separated materials) generated within San

Francisco, by City, Contractor or Permitted Haulers (so long as such projects do not reduce diversion or provide an incentive to do so). If so directed by the Director (and, if applicable, the Rate Board), Contractor agrees to collect such Fees from Permitted Haulers and others, but only if and to the extent such Fees are included in the cost base used to set Rates under the Ordinance. City may change the amount of such Fees from time to time in its sole discretion, subject to any required approval by the Director (and, if applicable, the Rate Board), although Contractor's duty to collect such Fees shall remain subject to compliance with the preceding sentence. The manner in which such Fees shall be calculated and collected shall be determined through the Rate process and any necessary legislation.

#### **4. Transport.**

**4.1 Operation of Transfer Station:** To facilitate the parties' intent that all Solid Waste and Beneficial Use Material generated in the City be Disposed of at the Landfill and to provide for transportation of such waste to the Landfill, the parties agree that Contractor shall operate a Transfer Station for the duration of the Disposal Term. The parties further agree to seek any approvals as may be required confirming Contractor's designation as the sole entity for receipt of all City Waste for the duration of the Disposal Term, and directing that during such period all City Waste shall be delivered to Contractor at the Transfer Station or the Landfill for Disposal in accordance with this Agreement. The only exception to the foregoing grant of exclusivity is that the Director of the Department of the Environment may direct small amounts of City Waste to alternative disposal sites for the purpose of testing alternative waste handling technologies. Nothing in this Agreement shall prevent Contractor from accepting materials other than City Waste at the Transfer Station or the Landfill, or from utilizing the Transfer Station or the Landfill for purposes other than those contemplated by this Agreement, so long as those activities are conducted in compliance with Applicable Laws and do not conflict with this Agreement.

**4.2 Further Transport.** During the Disposal Term, Contractor shall be responsible for transporting, or causing to be transported, from the Transfer Station to the Landfill or Back-Up Landfill, all City Waste delivered to the Transfer Station and accepted by Contractor. Starting on the Commencement Date of this Agreement, Contractor shall manage its operations at the Transfer Station such that the annual average number of round-trip truck trips transporting Solid Waste between the Transfer Station and the Landfill does not exceed fifty round-trip truck trips per day, based on a six-day work week.

#### **5. Force Majeure and Service Interruptions.**

**5.1 Force Majeure:** If Contractor or any of its affiliates or subcontractors is unable to perform any of Contractor's obligations hereunder, in whole or in part, by reason of an event of Force Majeure or the effect thereof, then such obligations shall be suspended for the duration of such event of Force Majeure and the effect thereof, and such failure to perform shall not be deemed a breach or default hereunder. If Contractor intends to rely upon this Section 5.1 to suspend its obligations, it shall notify City as soon as reasonably practicable, describing in reasonable detail the event of Force Majeure, and shall again notify City when the effect of the event of Force Majeure has ceased.

**5.2 Interruption of Service:** If Contractor or its affiliates are unable to perform operations at the Landfill for more than three (3) business days for any reason not principally caused by City, including an event of Force Majeure, then City may direct Contractor and the Permitted Haulers to utilize the Back-Up Landfill. If Contractor's or its affiliates' operations under this Agreement are suspended or otherwise materially affected by reason of an event of Force Majeure (or the effect thereof), then, subject to City's approval (not to be unreasonably withheld, conditioned or delayed), Contractor may utilize the Back-Up Landfill (and in such event, City shall cause the Permitted Haulers to utilize the Back-Up Landfill). Any

utilization of the Back-Up Landfill pursuant to this Section 5.2 shall be on the same terms and conditions as are set forth in this Agreement, *provided, however*, that the Governmental Fees imposed on or applicable to the Back-Up Landfill shall be substituted for those imposed on or applicable to the Landfill, and the Fees payable by the Permitted Haulers at the Back-Up Landfill shall be adjusted accordingly. If operations are unable to be performed at both the Landfill and the Back-Up Landfill concurrently for more than three (3) business days for any reason, including an event of Force Majeure, then City may either (a) utilize (and cause the Permitted Haulers to utilize) a landfill other than the Landfill and the Back-Up Landfill, or (b) take temporary possession of the Contractor's (or its affiliates') equipment at the Landfill to continue in the interest of public health and safety the services which the Contractor has agreed (but is unable) to provide. Except for the foregoing adjustment to the Governmental Fees component, Contractor will be responsible for any additional Disposal and Transport costs incurred as a result of using the Back-Up Landfill or other landfill.

**5.3 Possession of Contractor's Equipment.** If the City takes possession of equipment pursuant to Section 5.2, (i) the City shall employ only qualified operators satisfactory to the Contractor; (ii) the City shall comply with all reasonable instructions of the supervisor at the Landfill for the conduct of operations; (iii) the City shall be responsible for the proper use and operation of the equipment and facilities, including maintenance and repair; (iv) the equipment and facilities shall be returned to it in the same condition as when the City took possession, ordinary wear and tear excepted; (v) the Fees provided in **Appendix A** (as adjusted) shall apply, which Fees shall continue to be paid to the Contractor to the extent possible (and if not possible, then paid to the City and held in trust for the Contractor); (vi) the Contractor shall reimburse the City for its reasonable, documented costs of operating the Landfill; and (vii) the City will defend, indemnify and hold harmless the Contractor and its affiliates from claims by third parties resulting from the City's negligence or intentional misconduct in the use of the facilities or equipment.

**5.4 Exercise and Duration of City's Rights.** The City may exercise any of the rights set forth in Section 5.2 only upon 24 hours' prior written notice to the Contractor. Such rights shall terminate as soon as the Contractor demonstrates to the City's reasonable satisfaction that it (and its affiliates) are ready, willing and able to resume operations at the Landfill, at which time the City shall promptly resume delivery (and cause the Permitted Haulers to resume delivery) of Solid Waste and Beneficial Use Material to the Landfill and Transfer Station.

## **6. Landfill Operations.**

**6.1 Hours of Operation:** The Landfill and Transfer Station will receive Solid Waste and Beneficial Use Material under this Agreement on days and times sufficient to accept all City Waste in accordance with this Agreement. Self-haulers will be able to deliver Solid Waste and Beneficial Use Material generated in City to the Landfill, during its business hours, for Disposal at the Landfill.

**6.2 Hazardous Waste and Designated Waste:** The Contractor shall use reasonable efforts to see that only Solid Waste, Beneficial Use Material, permitted Hazardous Waste, and permitted Designated Waste are accepted from the Permitted Haulers, City or self-haulers at the Landfill and Transfer Station. The Contractor agrees to use reasonable efforts to identify and remove from the waste stream unpermitted Hazardous Waste or unpermitted Designated Waste it may receive from the Permitted Haulers, City or self-haulers at the Landfill or Transfer Station. "Reasonable efforts" shall include, but not be limited to, employee training and inspection by qualified personnel, as well as working cooperatively with the City on public education, particularly to educate self-haulers. The Contractor agrees to ensure compliance at the Landfill with the Landfill Load Check Program attached hereto as **Appendix C**, and at the Transfer Station with the Waste Acceptance Control Program attached hereto as **Appendix D**, as the same may be amended or updated from to time. Incoming loads at the Landfill must

be screened before, during and after tipping for the presence of unpermitted Hazardous Waste. Contractor will provide for disposal or recycling of any unpermitted Hazardous Waste and unpermitted Designated Waste determined to be abandoned, as defined in the Waste Acceptance Control Program in Appendix D, at the Transfer Station or the Landfill, in compliance with all applicable laws and regulations and this Agreement. No later than August 31 of each year during the term of the Agreement, Contractor will provide the City with an annual report on the quantities of unpermitted Hazardous Waste and unpermitted Designated Waste (if any) removed prior to and at the Landfill from the City's waste stream during the prior July through June period. The parties recognize that, notwithstanding Contractor's reasonable efforts and compliance with the Landfill Load Check Program and the Waste Acceptance Control Program, it is possible that unpermitted Hazardous Waste or unpermitted Designated Waste may be delivered to and/or inadvertently accepted at the Landfill or Back-Up Landfill. Accordingly, delivery and/or inadvertent acceptance of unpermitted Hazardous Waste or unpermitted Designated Waste to or at the Landfill or Back-Up Landfill shall not in itself evidence Contractor's failure to comply with this Section 6.2. For avoidance of doubt, Contractor's obligations under this Section 6.2 shall apply only to waste delivered (or attempted to be delivered) under this Agreement, and nothing in this Agreement shall be deemed to prohibit the Landfill or Transfer Station from accepting Hazardous Waste or Designated Waste in accordance with such facility's permits.

**6.3 Landfill Gas:** The Contractor agrees to use commercially reasonable efforts to ensure that a state-of-the-art gas recovery system (which employs commercially reasonable methods to maximize capture of landfill gas and minimize flaring) is maintained at the Landfill, using best available control technology, for the duration of the Disposal Term. The Contractor shall use commercially reasonable efforts to ensure that the portion of the gas recovered from such system during the Disposal Term, attributable to tonnage Disposed at the Landfill pursuant to this Agreement, is used by the Contractor or its affiliates to produce energy or fuel vehicles, or is sold to third parties whom the Contractor reasonably believes intend to use such gas to produce energy or fuel vehicles or to transfer such gas to end users who intend to use it for such purposes. The Contractor and the Department of the Environment will cooperate in good faith to design and implement a plan to use such portion of Landfill gas in accordance with the preceding sentence, it being understood that such plan shall not conflict with any agreements for the use of Landfill gas entered into by the Contractor or its affiliates before the date hereof. The Contractor will provide an annual report on the percent and amount of Landfill gas captured from such system during the Disposal Term. The Contractor further agrees to use good faith efforts to explore the feasibility (subject to applicable permitting and land use requirements) of installing renewable energy facilities on property adjacent to the Landfill that will offset a minimum of 50% of all energy imported to the Landfill. The Contractor shall not be obligated to install any such facilities unless it determines that doing so would be commercially reasonable and profitable.

**6.4 Minimizing Climate Impacts:** The Contractor and the Department of the Environment will cooperate in good faith to design and implement a plan to reduce greenhouse gas emissions at the Landfill during the Disposal Term. Such a plan may include baseline emissions levels, projected reduction of emissions, and the quantification, monetization and use of carbon emission credits (through the California Climate Action Registry or other agencies), if any. If the plan generates carbon credits during the Mining Rights Term (as defined in Section 6.5), the parties will negotiate in good faith the sharing of the net proceeds or net value of such credits attributable to tonnage Disposed at the Landfill pursuant to this Agreement. Nothing in this Section 6.4 shall obligate the Contractor to incur any costs in connection with such plan or to otherwise reduce greenhouse gas emissions at the Landfill, unless the Contractor determines (after consultation with City) that doing so is commercially reasonable.

**6.5 Mining Rights:** If, at any time during the Mining Rights Term, the Contractor performs (or causes to be performed) any mining of materials Disposed at the Landfill, the parties will negotiate in good faith the sharing of the net profits (if any) earned by the Contractor during the Mining Rights Term

from such mining that are attributable to tonnage Disposed at the Landfill pursuant to this Agreement. Such net profits (if any) shall be determined taking into account all costs relating to such mining, including without limitation reasonable insurance, reserves, development, capital and operating expenses, actual and potential liability and all measures to mitigate the environmental and other risks and liabilities associated with such mining. The "Mining Rights Term" means the term of this Agreement and for a period of ten (10) years (or, if less, the length of the Disposal Term) thereafter, *provided, however*, that the Mining Rights Term shall automatically terminate upon the transfer of the Landfill to any party other than the Contractor or an affiliate of the Contractor. Nothing in this Section 6.5 shall obligate the Contractor to engage in any landfill mining, unless the Contractor determines (after consultation with City) that doing so is commercially reasonable and profitable. Nothing in this Section 6.5 shall confer upon the City any rights against any subsequent owner or transferee of the Landfill. This Section 6.5 in no way reduces the responsibility of the Contractor to properly operate the Landfill or manage it after closure, nor does it subject the City to any liability.

**6.6 Compliance with Solano County Requirements.** Contractor shall comply with all applicable Solano County requirements and regulations, including but not limited to the requirements and conditions of approval imposed in the Conditional Use Permit (Land Use Permit No. U-11-09) and the Mitigation Monitoring and Reporting Program adopted in connection with the Conditional Use permit, and of the Solid Waste Facility Permit for the Landfill.

## **7. Reserve Fund.**

**7.1** Subject to the continuing approval of the Director (and, if applicable, the Rate Board), City shall establish and, once funded, shall maintain throughout the Disposal Term a special reserve fund (the "Reserve Fund") in an amount not less than \$10 million in 2014 dollars, as adjusted by the Consumer Price Index, All Urban Consumers, All Items, Not Seasonally Adjusted, San Francisco-Oakland-San Jose Metropolitan Area, published by the U.S. Department of Labor, Bureau of Labor Statistics. Notwithstanding the above, the Director (and, if applicable, the Rate Board) may provide for the gradual initial funding of the Reserve Fund over the first four years of the Agreement. The Reserve Fund shall be funded from a one percent (1%) surcharge on all Solid Waste generated in San Francisco that is delivered to the Transfer Station or the Landfill (or Back-Up Landfill, if applicable), and/or by reallocation of funds from the reserve fund established under Section 5 of the Prior Facilitation Agreement, as determined by the Director (and, if applicable, the Rate Board). City shall recommend to the Director (and, if applicable, the Rate Board) approval of the creation of the Reserve Fund, the maintenance thereof throughout the Disposal Term, and the funding thereof through such surcharge or reallocation of funds. The size of the Reserve Fund and/or the amount of the surcharge may be changed if mutually agreed by the Director of the Department of the Environment and Contractor, subject to approval by the Director (and, if applicable, the Rate Board).

**7.2** The Reserve Fund may be drawn upon from time to time by Contractor or Permitted Haulers, subject to appropriate City controls as approved by the Director and, if applicable, the Rate Board. The sole purpose of the Reserve Fund is to reimburse costs that have been or will be incurred by Contractor or Permitted Haulers, which costs, due to timing, may not be fully recoverable through Rates (e.g., because a corresponding adjustment in Rates has not yet been ordered or taken effect, or has taken effect but has not fully reimbursed Contractor or Permitted Haulers for such costs). Such costs consist of (i) the Solid Waste Fee, the Organics-Free Waste Fee and the Beneficial Use Material Fee, and all adjustments thereto, and (ii) any other costs relating to the performance of this Agreement and/or the collection, Transport, processing or Disposal of City Waste or other waste generated in San Francisco that the City Administrator and Contractor agree may be reimbursed from the Reserve Fund, including the costs of control and alternative disposal of Hazardous and Designated Wastes. If a withdrawal is made from the Reserve Fund to cover certain costs and the Director (or, if applicable, the Rate Board)

subsequently disapproves the inclusion of such costs in the cost base used to set Rates, then the Director (or, if applicable, the Rate Board) may offset the amount of the withdrawal, in whole or in part, in future rate adjustments, or Contractor may repay the amount of the withdrawal into the Reserve Fund.

**7.3** It is not the intention of the parties that withdrawals from the Reserve Fund should take the place of normal ratemaking processes by which Rates are adjusted to reimburse the recoverable costs of Contractor and Permitted Haulers. Rather, the Reserve Fund is meant to ensure that Rates are not subject to major fluctuations, to streamline the ratemaking process by obviating the need for continuous adjustments to Rates as costs change, and to protect Contractor and Permitted Haulers against events which cause actual costs to exceed the cost forecasts approved in the rate process. It is understood that nothing in this Section 7 shall limit the right of Contractor or any Permitted Hauler to seek a special rate adjustment.

**7.4** To the extent Rates are increased to cover the costs that gave rise to the withdrawal from the Reserve Fund, Contractor and the Permitted Haulers shall, as such increased Rates are collected, remit the monies derived from such increase to the Reserve Fund until the amount withdrawn has been repaid. If the withdrawal has been approved by the City Administrator, but the amount in the Reserve Fund is insufficient to cover the withdrawal, then Contractor and Permitted Haulers may seek to recover through a subsequent rate adjustment interest on the unreimbursed amount at a rate equivalent to the U.S. Prime Rate plus two percent (2.0%) per annum (after the first 120 days, during which no interest shall accrue) for the period from the time the cost was incurred until the time the cost is recovered (through Rates or otherwise).

**7.5** As such times as they deem appropriate, the Director (and, if applicable, the Rate Board) shall determine whether there is, or will be, any continuing need for the Reserve Fund after the Disposal Term ends. If the Director (and, if applicable, the Rate Board) determines there is, or will be, no further need for the fund, then the Director (and, if applicable, the Rate Board) shall allocate the remaining funds for the benefit of the then-current and future residential and/or commercial customers of the Permitted Haulers.

**8. No Duplication of Liquidated Damages.** Liquidated damages or penalties payable by the Contractor under the terms of this Agreement shall be in lieu of, and not in addition to, liquidated damages or penalties payable by the Contractor under the Municipal Code of the City with respect to the same event or circumstance. Under no circumstances shall the Contractor be liable for liquidated damages or penalties under both the Municipal Code and this Agreement with respect to the same event or circumstance.

**9. Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code Section 21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**10. Taxes.** Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.

**11. Payment Does Not Imply Acceptance of Work.** The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

**12. Qualified Personnel.** Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor or its affiliates or subcontractors.

**13. Responsibility for Equipment.** Except as set forth in Section 5.3, City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

**14. Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

**15. Insurance.**

(a) Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(i) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(ii) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(iii) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(iv) Pollution and Remediation Legal Liability Insurance with limits not less than \$2,000,000 each occurrence, and \$5,000,000 in the aggregate, for the sudden and accidental release of hazardous materials generated within San Francisco during loading or unloading at, or transport to or from, an insured site, including coverage for clean-up costs.

(b) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(i) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(ii) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

(d) Contractor shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the following address:

Department of the Environment  
Attn: Rachel Buerkle  
1455 Market Street, Suite 1200  
San Francisco, CA 94103

(e) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made during such three-year period, such claims shall be covered by such claims-made policies.

(f) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(g) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated by the end of the notice and cure period provided for in Section 19(b), the City may, at its sole option, terminate this Agreement immediately upon notice to Contractor.



(h) Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement, subject to the notice and cure period provided for in Section 19(b).

(i) Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

(j) If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall, to the extent possible, name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

**16. Indemnification.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against, any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor, or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, and including, but not limited to, any claim for damages made on account of any substance deposited in the Landfill, all regardless of the negligence of City, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that this Section 16 is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, cost, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any of the foregoing claims against the City. Without prejudice to the foregoing limitations on Contractor's obligation to indemnify, save harmless and defend, Contractor specifically acknowledges and agrees that such obligation includes the obligation to defend City from any claim which falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

**17. Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

**18. Liability of City.** THE CITY SHALL HAVE NO PAYMENT OBLIGATIONS UNDER THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**19. Default; Remedies; Termination.** Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

9. Submitting False Claims

33. Drug-Free Workplace Policy

22. Proprietary or Confidential Information of City

50. Protection of Private Information

26. Assignment

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of 30 days after written notice thereof from City to Contractor, *provided, however*, that if such breach cannot reasonably be cured within such 30-day period, then Contractor shall not be deemed to be in default if Contractor commences efforts to cure such default within such 30-day period and thereafter diligently pursues such cure to completion.

(c) Contractor (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, or (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property.

(d) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property material to this Agreement, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor, and, in each case, such order remains in effect for more than 60 calendar days.

On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement upon 90 days prior written notice to Contractor (except in the event of an uncured breach of Section 15 (Insurance), which shall entitle City to terminate this Agreement immediately upon notice to Contractor, pursuant to Section 15(g)), or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**20. Rights and Duties upon Termination or Expiration.** This section and the following sections of this Agreement shall survive termination or expiration of this Agreement:

9. Submitting False Claims

24. Audit and Inspection of Records

10. Taxes

43. Modification of Agreement.

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|---|---|
| 11. Payment Does Not Imply Acceptance of Work       | 44. Administrative Remedy for Agreement Interpretation. |
| 13. Responsibility for Equipment                    | 45. Agreement made in California; Venue                 |
| 14. Independent Contractor                          | 46. Construction  |
| 15. Insurance                                       | 47. Entire Agreement                                    |
| 16. Indemnification                                 | 49. Severability  |
| 17. Incidental and Consequential Damages            | 50. Protection of Private Information                   |
| 18. Liability of City                               |   |
| 22. Proprietary or Confidential Information of City |   |

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. This subsection shall survive termination of this Agreement.

**21. Conflict of Interest.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

**22. Proprietary or Confidential Information of City.** Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all proprietary or confidential information disclosed by City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. Information will not be, or will cease being, proprietary or confidential information of City if or when (i) it enters the public domain other than by Contractor's breach of this Section 22, (ii) it is rightfully communicated to Contractor free of any obligation of confidentiality, or (iii) it is independently developed by Contractor without use of any proprietary or confidential information of City.

**23. Notices to the Parties.** Unless otherwise indicated elsewhere in this Agreement, or otherwise legally required, all communications required or permitted hereunder shall be in writing and shall be sent by e-mail, facsimile, registered U.S. mail, or nationally recognized overnight courier, and shall be addressed as follows:

To City: Deborah O. Raphael, Director, San Francisco Department of the Environment, 1455 Market Street, Suite 1200, San Francisco, CA 94103, Fax: 415-554-6393, E-Mail: debbie.raaphael@sfgov.org.

To Contractor: Mark Arsenault, Vice President and Group Manager, San Francisco Region, Recology San Francisco, 250 Executive Park Boulevard, Suite 2100, San Francisco, CA 94134, Fax: 415-468-2209, E-Mail: marsenault@recology.com.

with copies to:

Michael J. Baker, Arnold & Porter LLP, 3 Embarcadero Center, 10<sup>th</sup> Floor, San Francisco, CA 94111, Fax: 415-471-3400, E-Mail: michael.baker@aporter.com.

Cary Chen, Senior Director of Legal Affairs, Recology Inc., 50 California Street, 24<sup>th</sup> Floor, San Francisco, CA 94111, E-Mail: cchen@recology.com.

Notices shall be deemed effective upon confirmation of receipt or, in the case of registered mail, three (3) business days after proper deposit in the U.S. mail. Each party may change the foregoing contact information by prior written notice to the other party given in accordance with this section.

**24. Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after a final audit commenced during such five-year period has been completed, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this section.

**25. Subcontracting.** Contractor is prohibited from subcontracting this Agreement or any part of it to any party other than an affiliate of Contractor, unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

**26. Assignment.** The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor to any party other than an affiliate of Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

**27. Non-Waiver of Rights.** Nothing in this Agreement shall constitute a waiver or limitation of any rights that either party may have under applicable law. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**28. Consideration of Criminal History in Hiring and Employment Decisions.**

(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at [www.sfgov.org/olse/fco](http://www.sfgov.org/olse/fco). A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

(c) Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(d) Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received base an Adverse Action on an applicant's or potential applicant for employment, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(e) Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(f) Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(g) Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

(h) Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

## **29. Local Business Enterprise Utilization; Liquidated Damages.**

(a) **The LBE Ordinance.** Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future

(collectively, the “LBE Ordinance”), provided such amendments do not materially increase Contractor’s obligations or liabilities, or materially diminish Contractor’s rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor’s willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor’s obligations under this Agreement and shall entitle City, subject to the notice and cure period provided for in Section 19(b), to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

**(b) Compliance and Enforcement.** If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor’s net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City’s Contracts Monitoring Division or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the “Director of CMD”) may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor’s LBE certification. The Director of CMD will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14B.17. By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the CMD for non-compliance with the LBE Ordinance shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City. Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three (3) years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of CMD or the Controller upon request.

### **30. Nondiscrimination; Penalties.**

**(a) Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person’s race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

**(b) Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement, subject to the notice and cure period provided for in Section 19(b).

**(c) Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on

real property owned by City, or where work is being performed for City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

**(d) Condition to Contract.** As a condition to this Agreement, Contractor shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contracts Monitoring Division (formerly “Human Rights Commission”).

**(e) Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

**31. MacBride Principles—Northern Ireland.** Pursuant to San Francisco Administrative Code §12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that he or she has read and understood this section.

**32. Tropical Hardwood and Virgin Redwood Ban.** Pursuant to §804(b) of the San Francisco Environment Code, City urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**33. Drug-Free Workplace Policy.** Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement, subject to the notice and cure period provided for in Section 19(b).

**34. Resource Conservation.** Chapter 5 of the San Francisco Environment Code (“Resource Conservation”) is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract, subject to the notice and cure period provided for in Section 19(b).

**35. Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not

to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement, subject to the notice and cure period provided for in Section 19(b).

**36. Sunshine Ordinance.** In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by the first sentence of this paragraph will be made available to the public upon request.

**37. Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

**38. Requiring Minimum Compensation for Covered Employees.**

(a) Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance ("MCO"), as set forth in San Francisco Administrative Code Chapter 12P ("Chapter 12P"), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). A partial listing of some of Contractor's obligations under the MCO is set forth in this section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this section.

(b) The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this section. It is Contractor's obligation to ensure that any subcontractors of



any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this section against Contractor.

(c) Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

(d) Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

(e) The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

(f) Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

(g) Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

(h) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

(i) If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

**39. Requiring Health Benefits for Covered Employees.** Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance ("HCAO"), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at [www.sfgov.org/olse](http://www.sfgov.org/olse). Capitalized terms used in

this section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

(c) Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with Chapter 12Q. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

(e) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

(g) Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

(h) Contractor shall keep itself informed of the current requirements of the HCAO.

(i) Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

(j) Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

(k) Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

(l) City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

(m) If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

#### **40. First Source Hiring Program.**

(a) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

(b) **First Source Hiring Agreement.** As an essential term of, and consideration for, any contract or property contract with City, not exempted by the FSHA, and subject to the exclusion in San Francisco Administrative Code Section 83.15 for existing labor agreements (to the extent any collective bargaining agreements to which Contractor is a party satisfy the requirements of that section), Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the date services are first performed under the contract or property contract. Subject to the same exemptions and exclusions, Contractor shall also enter into an agreement with the City for any other work that it performs in San Francisco. Such agreement shall:

(i) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of Chapter 83. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of Chapter 83.

(ii) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically

disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(iii) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(iv) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(v) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of Chapter 83. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of Chapter 83, that employer shall be subject to the sanctions set forth in Section 83.10 of Chapter 83.

(vi) Set the term of the requirements.

(vii) Set appropriate enforcement and sanctioning standards consistent with Chapter 83.

(viii) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with Chapter 83.

(ix) Require the developer to include notice of the requirements of Chapter 83 in leases, subleases, and other occupancy contracts.

(c) **Hiring Decisions.** Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

(d) **Exceptions.** Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with Chapter 83 would cause economic hardship.

**(e) Liquidated Damages.** Contractor agrees:

- (i)** To be liable to the City for liquidated damages as provided in this section;
  - (ii)** To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by Chapter 83 as set forth in this section;
  - (iii)** That the contractor's commitment to comply with Chapter 83 is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by Chapter 83 will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
  - (iv)** That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
  - (v)** That in addition to the cost of investigating alleged violations under this section, the computation of liquidated damages for purposes of this section is based on the following data:
    - (A)** The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
    - (B)** In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;
- Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.
- (vi)** That the failure of contractors to comply with Chapter 83, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

(vii) Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

(f) **Subcontracts.** Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this section.

**41. Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement pursuant to Section 19, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**42. Preservative-Treated Wood Containing Arsenic.** Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**43. Modification of Agreement.** This Agreement may not be added to, amended or otherwise modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**44. Administrative Remedy for Agreement Interpretation.**

(a) **Negotiation; Alternative Dispute Resolution.** The parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement by negotiation. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. If agreed by both parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. Neither party will be entitled to legal fees or costs for matters resolved under this Section 44(a).

(b) **Government Code Claims.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900 et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's

compliance with the Government Code claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900 et seq.

**45. Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

**46. Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

**47. Entire Agreement.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other oral or written agreements or understandings with respect to such subject matter. This contract may be modified only as provided in Section 43, "Modification of Agreement."

**48. Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time, provided that Contractor may contest the validity or applicability of any such law, code, ordinance, order or regulation so long as such contest (if against a party other than the City) is conducted without prejudice, liability, damage or expense to the City. Notwithstanding anything to the contrary in this Agreement, Contractor's obligations under the sections of this Agreement that refer to or incorporate by reference sections of City's Municipal Code are subject to any applicable qualifications, limitations, exceptions and exemptions available under or applicable to such sections of the Municipal Code; it is not the intention of the parties to expand Contractor's obligations under such sections of this Agreement beyond the obligations set forth in the corresponding sections of the Municipal Code.

**49. Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

**50. Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of the Administrative Code shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement pursuant to Section 19 hereof, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

**51. Food Service Waste Reduction Requirements.** Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one



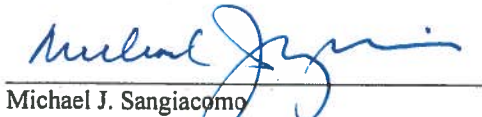
hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

**52. Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

*[Remainder of this page intentionally left blank]*



IN WITNESS WHEREOF, the parties hereto have executed this Landfill Disposal Agreement on the day first mentioned above.

CITY	CONTRACTOR
<p>Recommended by:</p> <p> Deborah O. Raphael, Director Department of the Environment</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By  Thomas J. Owen Deputy City Attorney</p>	<p>Recology San Francisco</p> <p>By signing this Agreement, I certify that Recology San Francisco complies with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.</p> <p>I have read and understood paragraph 31, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.</p> <p> Michael J. Sangiacomo President and Chief Executive Officer</p> <p>City vendor number:</p>

**Appendices**

- A: Initial Fees
- B: City Landfill Disposal Targets
- C: Landfill Load Check Program
- D: Waste Acceptance Control Program

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**Appendix A  
Initial Fees**

**SOLID WASTE FEE**

The per-ton disposal fee at the Landfill and Back-Up Landfill for all Solid Waste (other than Organics-Free Waste) tonnages (the "Solid Waste Fee") will be:

Landfill Operations (2015 dollars)	\$22.73
Governmental Fees (all in 2014 dollars)*:	
County Solid Waste Business License Fee*	\$4.95
County Solid Waste Disposal Facilities Fee*	\$1.03
Solano County Waste Mitigation Fee*	\$0.21
CalRecycle AB939 Fee*	<u>\$1.40</u>
<b>TOTAL FEE</b>	<b>\$30.32</b>

**ORGANICS-FREE WASTE FEE**

The per-ton disposal fee at the Landfill or Back-Up Landfill for all Organics-Free Waste tonnages (the "Organics-Free Waste Fee") will be:

Landfill Operations (2015 dollars)	\$22.43
Governmental Fees (all in 2014 dollars)*:	
County Solid Waste Business License Fee*	\$4.95
County Solid Waste Disposal Facilities Fee*	\$1.03
Solano County Waste Mitigation Fee*	\$0.21
CalRecycle AB939 Fee*	<u>\$1.40</u>
<b>TOTAL FEE</b>	<b>\$30.02</b>

**BENEFICIAL USE MATERIAL FEE**

The per-ton tip fee at the Landfill or Back-Up Landfill for all Beneficial Use Material tonnages (the "Beneficial Use Material Fee") will be:

Landfill Operations (2015 dollars)	\$21.33
Governmental Fees (2014 dollars)*	<u>\$0.00</u>
<b>TOTAL FEE</b>	<b>\$21.33</b>

\* Figures shown are for Solano County and apply to the Landfill only. For the Back-Up Landfill, Governmental Fees imposed on or applicable to such landfill will apply instead.

**Appendix B**  
**City Landfill Disposal Targets**

<b>Calendar Year</b>	<b>Annual Disposal Target</b>
2014	373,940
2015	320,520
2016	267,100
2017	213,680
2018	160,260
2019	106,840
2020	53,420
2021	0

**Appendix C**  
**Landfill Load Check Program**

*(see attached)*



APPENDIX

**LOAD CHECKING PROGRAM  
RECOLOGY HAY ROAD, JUNE 2015**

**LOAD CHECKING PROGRAM**

**Prepared for**  
**Recology Hay Road**

**6426 Hay Road**  
**Vacaville, CA 95687**

**Updated**  
**July 18, 2012**  
**June 26, 2015**

**Prepared by**  
**Recology Environmental Solutions**

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- Appendix A - Prohibited Wastes**
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## INTRODUCTION

This load checking program was prepared by Recology Environmental Solutions staff for Recology Hay Road, located at 6426 Hay Road in Vacaville, California. The program applies to Recology Hay Road operations, including the active municipal solid waste (MSW) tipping area, the asbestos and inert disposal area, the recycle loading areas, and the compost facility.

### **Purpose**

The load checking program establishes procedures to identify and remove prohibited wastes from Recology Hay Road operations. The program consists of a number of elements comprising a comprehensive load checking program with the purpose of reducing disposal of prohibited waste.

In compliance with the site's permits, Recology Hay Road currently accepts non-hazardous solid waste and recyclables, high liquid content waste, designated waste, Asbestos Containing Waste, treated wood waste, and waste requiring special handling. Wastes prohibited from disposal at the facility include hazardous waste (other than Asbestos Containing Waste), universal waste, regulated medical wastes, and other wastes prohibited by the site's Solid Waste Facility Permit or Conditional Use Permit. Definitions of these wastes can be found in statute, regulation, and permit conditions. In addition, Recology Hay Road may deem other wastes as prohibited at the facility as necessary to protect human health or the environment. Typically prohibited wastes are described further in Appendix A. General site information is provided in Appendix B.

The program is not intended to prevent all prohibited waste from entering the facility. Rather, the program's objective is to put forth best efforts to minimize the potential for such occurrences.

### **Overview**

The load checking program consists of five primary elements:

- Personnel and Training
- Load Checking Activities
- Management of Prohibited Wastes
- Recordkeeping
- Emergency Response

Each of these elements is summarized below and discussed in detail in later sections of this document.

**Personnel and Training** identifies the facility personnel typically involved in the load checking program and describes their respective load checking responsibilities and training requirements. The load checking program is intended to be implemented by trained employees.

**Load Checking Activities** describes the main activities associated with load checking. The load checking program is applicable to all loads entering the facility regardless of source, including contract, refuse collection, and transfer vehicles. Some of the loads arriving at the facility have

previously been processed through transfer stations and are still subject to the loadchecking program; however, loadchecking preference falls to previously unprocessed incoming loads.

The primary load checking activities are customer notification, site surveillance, and load inspection. A number of redundancies are incorporated into load checking activities to provide for multiple opportunities to visually examine the load for prohibited wastes. As such, the effectiveness of load checking activities does not depend on any single activity.

**Management of Prohibited Wastes** addresses the handling procedures for prohibited waste that cannot be returned to the generator.

**Record Keeping** describes how the various records and forms used in documenting load checking program activities are completed and by whom.

**Emergency Response Procedures** are addressed in the Emergency Response/Contingency Plan for Recology Hay Road and are incorporated here by reference, even though the load checking program incorporates procedures targeted to reduce the potential for such emergencies and emergency response. Emergency telephone numbers are listed in Appendix C.

The load checking program is dynamic and is subject to change as new regulatory requirements emerge, and in response to changing contract obligations, company procedures, and evolving industry standards. Recology Hay Road reviews and revises this program as needed to maintain program consistency with new requirements.

## PERSONNEL AND TRAINING

Once incoming loads arrive at the facility entrance, they are subject to load checking. However, there are many opportunities for additional visual screening throughout the intake, processing and disposal process. While most of the load checking activities are conducted by load checkers, other personnel may also help with the load checking process. The landfill personnel involved in the load checking program include but are not limited to the following:

- Weigh Master (scalehouse)
- Equipment Operator
- Spotter
- Compost Operation Sorter
- Working Foreman
- Load Checker
- Environmental Personnel

The load checking responsibilities and training requirements for each position are described below. Load check program personnel undergo initial training before they undertake their responsibilities and annual training thereafter. All personnel are required to comply with the general safety practices and personal protective requirements for their positions. A list of site and contact personnel is in Appendix B.

**Weigh Master**

The weigh master is the first point of screening for incoming loads arriving at the facility. The weigh master inquires about the contents and source of the load and performs an initial visual inspection of the load to the extent practical. If the weigh master suspects or observes prohibited wastes they will either radio the equipment operator to warn them to investigate the load further or contact a load checker, working foreman, or environmental personnel directly.

Typical training for this position includes: (1) identification of hazardous and other prohibited wastes, and (2) emergency notification and response procedures.

**Equipment Operator**

The equipment operator uses heavy equipment to process the incoming loads at the landfill. This activity provides the opportunity for visual review of the incoming load immediately before disposal. Situated in the equipment cab, the equipment operator can identify larger objects such as appliances or drums. If prohibited wastes are suspected or observed, the equipment operator contacts the load checker, working foreman, or supervisor and relays relevant information such as the type of material suspected and whether emergency procedures are necessary, for example, due to a spill or fire.

The equipment operator may also assist the load checker during load inspections by mechanically spreading the load. The equipment operator should not attempt to move or manage prohibited wastes or allow equipment to contact prohibited waste without direction from the load checker or working foreman. The equipment operator may provide assistance in containing emergency situations.

Typical training for this position includes: (1) identification of prohibited materials, (2) the effects of hazardous substances on human health and the environment, and (3) emergency notification and response procedures.

**Spotter**

The spotter primarily directs traffic into position to unload. The spotter also has the opportunity to survey loads before and during the unloading process. If prohibited wastes are suspected or observed in the load, the spotter notifies the customer of the facility's waste acceptance policy and informs the customer that the prohibited wastes cannot be accepted at the facility. The spotter then notifies the equipment operator, load checker, or working foreman of the prohibited wastes. The spotter may provide assistance in containing emergency situations.

Typical training for this position includes: (1) identification of prohibited materials, (2) the effects of hazardous substances on human health and the environment, and (3) emergency notification and response procedures.

**Compost Operation Sorter**

The compost operation sorter removes nonprocessible material from incoming compostable materials on the sort line. If prohibited wastes are suspected or observed in the incoming

material, the compost operation sorter notifies the supervisor or working foreman. The compost operation sorter may provide assistance in containing emergency situations.

Typical training for this position includes: (1) identification of prohibited materials, (2) the effects of hazardous substances on human health and the environment, and (3) emergency notification and response procedures.

### **Working Foreman**

In addition to supervising landfill operations, the working foreman provides backup for the load checker and handles circumstances when prohibited waste is discovered and when the load checker is not present. These load checking duties typically include addressing customer concerns, refusing prohibited wastes, placing prohibited wastes in the hazardous materials storage container (Haz Bin), and responding to emergencies. Load checking activities conducted by the working foreman are recorded on the Site Surveillance Form or the Load Inspection Form. Examples of these forms are in Appendix D.

Training for this position includes: (1) identification of prohibited materials, (2) the effects of hazardous substances on human health and the environment, (3) emergency notification and response procedures, (4) selection and proper use of personal protective equipment, (5) management of prohibited wastes, and (6) record keeping.

### **Load Checker**

The load checker performs the routine activities of the load checking program. The load checker's primary responsibility is surveillance of incoming loads for prohibited wastes. The load checker can conduct load checking activities (customer notification, site surveillance, and load inspection) at any location within the facility; however, the load check activities are typically conducted at either at a public disposal area or landfill tipping area.

As the primary site employee implementing the load checking program, the load checker is responsible for addressing customer concerns, refusing prohibited wastes, and responding to emergencies. This employee also maintains written records of load checking activities at the site on the Site Surveillance Form or the Load Inspection Form.

Typical training for this position includes (1) identification of prohibited materials, (2) the effects of hazardous substances on human health and the environment, (3) emergency notification and response procedures, (4) selection and proper use of personal protective equipment, (5) management of prohibited wastes, including waste characterization, and (6) record keeping. The load checker periodically attends refresher courses on waste related issues offered by colleges or universities, consulting firms, and professional organizations.

### **Environmental Personnel**

Environmental personnel advise, train, and assist facility personnel as necessary. Responsibilities typically include answering questions regarding the acceptability of certain wastes, conducting periodic audits, providing training for load checking personnel, providing guidance on company and facility policies, and responding to questions about the load checking program. In addition,

environmental personnel and the site management are the primary contacts for regulatory agencies regarding the load checking program and for incident notification.

Typical training for environmental personnel includes (1) identification of prohibited materials (2) the effects of hazardous substances on human health and the environment, (3) emergency notification and response procedures, (4) selection and proper use of personal protective equipment, (5) management of prohibited wastes, and (6) record keeping. Environmental personnel periodically attend refresher courses on waste management related issues offered by colleges or universities, consulting firms, and professional organizations.

## **LOAD CHECKING ACTIVITIES**

Load checking activities fall into three categories:

- Customer Inquiry and Notification
- Site Surveillance
- Load Inspection

Each activity provides a varying level of scrutiny of the incoming loads for presence of prohibited wastes. Load checking activities promote customer awareness and cooperation with the load checking program. Fundamentally, the load checking program alerts customers that they are responsible for bringing in only acceptable wastes, and that they are held fully responsible for the handling and disposition of any prohibited waste they bring in.

By design, the program includes an element of randomness to help prevent customers from circumventing the program. As such, there is no fixed sequence to the activities described; several activities may be undertaken simultaneously or independently and may target specific or random loads. Each activity can occur randomly as loads arrive at the facility. Also, every load that is checked is not subject to all activities.

### **Customer Inquiry and Notification**

From the outset of arrival at the facility, customers are clearly notified by signage and scalehouse personnel that certain wastes are prohibited for receipt or disposal at the facility. Customers are notified that they retain responsibility for any prohibited wastes identified in their load. Notification is accomplished through the use of signs, notices, and verbal communication (such as inquiring about the customers' loads). Customer notification can be conducted by any site personnel, but it is typically conducted by the weigh master from the scale house.

- **Signs**

A sign is prominently posted near the entrance of the facility that notifies customers of what is and is not acceptable for each operation. It clearly states that hazardous wastes are prohibited from disposal at the landfill and lists examples of prohibited wastes. It also states that all loads are subject to inspection for prohibited wastes.

- **Notices**

Notices that hazardous and other prohibited wastes are not acceptable are distributed periodically at the scale house. Similar notices are provided by local collection and transfer companies to inform their customers of prohibited waste. Other load checking policy notices are distributed as the specific need for such alerts arises.

- **Verbal Communication**

Facility personnel conducting loadchecking activities may verbally inform customers that prohibited wastes are not acceptable. Facility personnel may also inquire about the nature of the customer's load.

**Site Surveillance**

Incoming vehicles are subject to surveillance by site personnel. Incoming loads are screened initially by the weigh master or other entrance personnel for prohibited waste. Customers are asked about the type and source of the load so they can be directed to the appropriate operating area. If prohibited waste is not suspected or observed (e.g., through visual observation or odor), the vehicle is directed to the appropriate disposal area or tipping area. If prohibited wastes are suspected or observed, the customer is informed of the facility's prohibited waste policy and is not allowed to unload the prohibited waste. The weigh master then notifies the load checker or working foreman of the load and observations are recorded on the Site Surveillance Form.

When the load arrives at the appropriate tipping area, the spotter directs the vehicle where to unload. This is also an opportunity to survey the load for prohibited wastes. If prohibited wastes have been previously identified, the spotter will observe the customer to confirm that the prohibited wastes are not unloaded. If prohibited wastes are suspected or observed by the spotter, the customer is stopped, and the equipment operator, load checker, or working foreman is notified as described above.

The load checker generally conducts surveillance of the incoming loads at the tipping area. At this point, the load checker observes the waste as it is unloaded from the vehicle. The load checker may examine some of the waste in the load more closely to confirm its acceptability. If waste is deemed acceptable, it is unloaded for disposal. If the load checker identifies prohibited waste in the load, the customer is asked to retain the prohibited waste. If questionable, the customer must demonstrate to the load checker's satisfaction the waste's acceptability by presenting material safety data sheets (MSDS's), laboratory tests, or other proof of acceptability. These observations are recorded in the Site Surveillance Form. If a more detailed review of the load is desired, a load inspection is performed. As the vehicle leaves the facility, the weighmaster may survey the load again to ensure that prohibited wastes detected earlier were not unloaded.

In instances where the prohibited waste cannot be segregated from the remainder of the load, for example, where the prohibited waste is spread out through the load, the entire load is considered prohibited waste.

Load checks (which consist of site surveillance activities) are performed at the following frequencies:

1. A minimum of five load checks per week are performed at the municipal solid waste active disposal area.
2. A minimum of one load check per week is performed at the asbestos containing waste / inert disposal area.
3. A minimum of one load check per week is performed at the recyclables loading area.
4. A minimum of five load checks per week (or 1% of daily incoming feedstock volume, whichever is greater) is performed at the compost facility.

Procedures for handling prohibited wastes are described in the Management of Prohibited Wastes section of this document.

### **Load Inspection**

Load inspections involve a more thorough examination of the load than the above described site surveillance activities. Loads can be randomly or intentionally targeted for inspection, for example from past violators of the load check program. Load inspections are documented in the Load Inspection Form in Appendix D.

During a load inspection, the load checker instructs the driver to unload onto a designated area. The load checker then inspects and carefully examines the load for prohibited wastes. Any prohibited waste is returned to the customer when possible. Procedures for handling prohibited wastes are described in the next section.

## **MANAGEMENT OF PROHIBITED WASTES**

When possible, prohibited wastes identified at the facility are returned to the customer, who is presumed to be the generator. If the generator has left the site, or if the prohibited waste is from an unknown or recalcitrant generator, efforts are made to identify the disposer and/or waste generator. Prohibited wastes from unknown or recalcitrant generators are designated for proper off-site disposal. These activities are described in more detail below.

### **Prohibited Waste Return Procedures**

Prohibited waste return procedures in instances where the generator is known, unknown, or recalcitrant are discussed in the following sections.

- **Known Generators**

If the generator of the prohibited waste is known and is on site, the load checker informs the generator that the prohibited waste is not acceptable at the facility and that the generator is responsible for properly managing and disposing of the prohibited waste. The load checker records information pertaining to the generator (e.g., vehicle identification) and the types of prohibited wastes rejected on the Site Surveillance Form. If the load checker is not at the drop off location, the spotter or weigh master will contact the working foreman to communicate with the generator.

- **Unknown Generators**

If prohibited wastes are found at the facility and the generator cannot be identified, the wastes are classified and stored on site, as described later, until arrangements are made for proper disposal or recycling.

- **Recalcitrant Generators**

Recology Hay Road has strong working relationships with regulatory authorities and will promptly notify them of any recalcitrant generators who do not accept responsibility for the prohibited wastes. If a recalcitrant generator does not accept responsibility for the prohibited waste it will be managed as described above for unknown generators.

**Prohibited Waste Classification and Storage**

Prohibited wastes are classified by the load checker and stored on site until arrangements are made for proper disposal or recycling in accordance with applicable law, permit, and regulation. Where appropriate, prohibited wastes are stored in the Haz Bin. Separate storage containers are also available for universal waste and propane cylinders. Prohibited or suspected prohibited wastes that cannot be placed in the Haz Bin (e.g. loads of soil exhibiting chemical odors) are stockpiled, isolated, and covered at the tipping area for further assessment. This material may be disposed of on site or transported off site for appropriate disposal after consultation with the Solano County LEA or other regulatory agency.

**RECORD KEEPING**

Various records and reports are maintained either in the scale house and/or facility office. These include, but are not limited to, the following:

- Site Surveillance Form and Load Inspection Form
- Haz Bin Inspection Records
- Incident Reports
- Training Records

Discussions of each of these documents are presented below. Copies of the records and reports described are kept at the scale house and/or facility office for inspection by federal, state or local enforcement agencies. Additional copies may be kept at other company locations as described below. All records and reports are maintained for a minimum of three years.

**Site Surveillance Form and Load Inspection Form**

Load checking activities are documented in the Site Surveillance Form and Load Inspection Form, in Appendix D.

**Haz Bin Inspection Records**

The load checker or environmental personnel inspect the Haz Bin weekly to assess the condition of containment features and waste containers. The inspection checklist includes the following information:



- Date and time of inspection
- Name of inspector
- Inspection observations
- Date of repairs/remedies
- Description of repairs/remedies

Any deficiencies noted during the hazardous materials storage container inspection are corrected as soon as practicable or as site conditions (e.g. not during heavy rain or wind) allow.

### **Incident Reports**

The Local Enforcement Agency (LEA), the county Certified Unified Program Agency, and the Regional Water Quality Control Board are notified by site management or environmental personnel of releases or incidents regarding receipt of regulated quantities of hazardous wastes (including PCB wastes) discovered at the facility. Site management or environmental personnel will report the following information regarding a release or incident:

- Date, time, type of incident
- Name, amount, and type of waste involved
- Extent of injuries (if applicable)
- Actual or potential hazards to human health or the environment
- Estimated quantity and disposition of waste recovered (as a result of the incident)

### **Training Records**

Load check program personnel undergo initial training before they undertake their responsibilities and annual training thereafter. Records documenting the successful completion of training requirements are kept on file at the facility office for at least three years beyond termination of the employee's employment.

### **EMERGENCY RESPONSE**

Emergency response procedures are described in the Recology Hay Road Emergency Response/Contingency Plan on file at the facility.

## **Appendix A – Prohibited Wastes**

**TABLE 1. COMMON HOUSEHOLD HAZARDOUS WASTES**

<b>CORROSIVES (ACIDS)</b>	Enamel/Oil Base Paint	<b>OXIDIZERS</b>
Boric Acid	Epoxy Paint (unsolidified)	Ammonium Nitrate
Car Battery Acid	Ethanol	Bleach
Copper Cleaners	Ether	Calcium Hypochlorite
Etching Solutions	Ethylene Glycol	Chlorates
Ferric Chloride	Fiberglass Resins (unsolidified)	Fertilizers *
Fertilizers *	Fingernail Polish and Remover	Fluorine
Hydrochloric Acid	Floor/Furniture Polish	Hair Coloring
Hydrofluoric Acid	Formaldehyde Solution	Hydrogen Peroxide
Metal Cleaners	Formalin	Iodine
Muriatic Acid	Gasoline	Nitric Acid
Navel Jelly	Glues *	Plant Food
Phosphoric Acid	Grease	Potassium Permanganate
Pool Acid	Household Waxes	Sodium Hypochlorite
Sheep Dip	Isopropyl Alcohol	Toilet Bowl Cleaner with bleach
Sodium Bisulfate	Kerosene	
Sulfuric Acid	Lacquer Thinner	<b>POISONS</b>
Toilet Bowl Cleaners *	Lacquer Paint (unsolidified)	Ant and Roach Killer
	Linseed Oil	Anti-Freeze
<b>CORROSIVES (BASES)</b>	Liquid Waxes *	Arsenic Compounds
Ammonia and Ammonia Based	Liquid Sandpaper *	Automotive Cleaners
Cleaners	Liquid Butane	Bacterial Pipe Cleaners
Battery Terminal Cleaner	Methanol	Bordeaux Mix
Caustic Soda	Naphtha	Boric Acid
Cess Pool Cleaners *	Oils (petroleum)	Bug Remover
Drain Cleaners *	Organic solvents	Chlordane
Household cleaners *	Paint Thinners	Chrome-Silver Polishes *
Lime	Paint Strippers *	Chromium
Lye	Paraffin Oil	Copper Sulfate
Oven Cleaners *	Pentachlorophenol	DDT
Sodium Hydroxide	Perfume	Diazinon
Window Cleaners	Petroleum Distillates	Dimethylamine Salts
	Plastic Roof Cement	Disinfectants *
<b>EXPLOSIVES</b>	Plastic Model Cement	Dog Repellent
Ammunition	Polyurethane Paint (unsolidified)	Ethylene Glycol
Fireworks	Polyurethane Cement (unsolidified)	Fertilizers
Flares	Power Steering Fluid	Flea Spray/Powder
	Primers	Fungicides *
<b>FLAMMABLES &amp; COMBUSTIBLES</b>	Roofing Cement	Gopher Killer
Acetone	Rug/Upholstery Cleaner	Insect Sprays
Adhesives *	Sealers	Lead Compounds
Aerosol	Shellac Thinner	Lice Powder
Air Freshener	Silicone Sprays	Lindane
Alcohols	Spot Remover/Dry Cleaning Fluids	Malathion
Artificial Snow	Thinner	Mercury
Asphalt Driveway Topping	Tile Cement	Methylene Chloride
Automotive Body Filler (Bondo)	Tire Black	Mole Killer
(unsolidified)	Toluol/Toluene	Moth Crystals
Automotive Oils	Transmission Fluid	Pentachlorophenol
Automotive Waxes	Transmission Oil	Pesticides
Bar-B-Que Lighter Fluid	Turpentine	Pharmaceuticals
Benzene	Varnish	Plant Food
Brake Fluid	Wallpaper Cement	Pruning Paint
Campbor	Windshield Wiper Fluid	Pyrethrins
Chrome-Silver Polishes *	White Gas	Rat Poison
Cutting Oil	Wood Filler/Putty	Rose Dust
Denatured Alcohol	Wood Stain	Sheep Dip
Diesel Fuel	Xylo/Xylene	Snail/Slug Killer
Disinfectants	<b>ORGANIC PEROXIDE</b>	Strychnine
Duplicator Fluid	Adhesive Catalysts	Tar Remover
Enamel Paint (unsolidified)	Automotive Body Filler Catalyst	Weed and Grass Killer
	Tree Root/Stump Killer	Windshield Wiper Fluid

\* Check Ingredients to be sure

## LIST OF UNACCEPTABLE WASTE

The following is a partial list of prohibited wastes at this Class II facility. Other wastes may be deemed unacceptable at facility owner or operator's discretion. For information on regulations regarding hazardous waste contact:

Department of Toxic Substances Control  
(916) 255-1826

### HAZARDOUS WASTES:

Acetylene sludge (C)	Heavy ends waste (I)
Acid wastes (C)	Ink printing and sludge waste
AFU Floc (I)	Insecticides (I)
Alkaline corrosive liquids (C)	Laboratory wastes *
Alum sludge	Lagoon waste
Ashes (I,C) *	Lime and water (C)
Asphalt, either in liquid or emulsion form (I)	Lime sludge and waste water (C)
Bag house waste *	Metal waste
Batteries (C)	Mine tailings
Battery acid (C)	Muriatic Acid (C)
Beryllium waste (I)	Oil ash (I,C)
Bilge water (I)	Oil of bergamot
Boiler cleaner waste (I,C)	Orris root products
Buffing dust	Paint remover or stripper (F)
Bunker oil (I,F)	Paint thinner (I,F)
Catalyst *	Paint waste (or slops) (I,F)
Caustic sludge and waste water (C)	Petroleum refining wastes
Caustic waste (C)	Pesticide waste (I)
Cement kiln dust *	Pesticide containers, unrinsed (I)
Cement liquid *	Pharmaceuticals
Chemical cleaners *	Pickling waste (C)
Chemical toilet cleaners *	Pigments *
Chemical wastes	Plating waste (I,C)
Cleaner alkaline (C)	Polychlorinated biphenyls (PCB) (I)
Cleaning compounds *	Printing ink *
Cleaning solvents (F)	Produced water
Coking process wastes *	Radioactive Wastes
Contaminated soil or sand *	Resin manufacturing waste *
Corrosion inhibitor (I,F)	Sandblasting residue *
Cyanide solutions or waste (I,C)	Scrubber sludge
Data processing fluid (F)	Slag waste
Distillation bottoms and light ends (I)	Slop oil (F)
Drilling fluids and mud *	Sludge acid (C)
Drugs	Soda ash (C)
Dyes *	Solvents (F)
Emission control wastes *	Still bottoms waste (I)
Epoxy waste *	Stripping solution (I,F)
Explosives, all forms (R)	Sulfur sludges (C)
Extremely hazardous waste	Sump waste
Finishing waste	Tank bottom sediment *
Flammable material and wastes	Tank cleaning sludges *
Flue gas emission control waste	Tanning sludges (I)
Fly ash (I,C)	Toxic materials and waste
Fuel waste (I,F)	Waste water treatment sludges
Glaze sludge	Weed killer (I)
Hazardous waste	Wood preservation waste

OTHER UNACCEPTABLE WASTES: Liquid Wastes  
55 Gallon Drums  
Compressed Gas Cylinders

### KEY:

\* Only if it contains a hazardous material

C Indicates corrosive

F Indicates flammable

R Indicates reactive

T Indicates toxic



## DEPARTMENT OF TOXIC SUBSTANCES CONTROL

*Our mission is to provide the highest level of safety, and to protect public health and the environment from toxic harm.*

Fact Sheet, January 2010

### Universal Waste Fact Sheet

California's Universal Waste Rule allows individuals and businesses to transport, handle and recycle certain common hazardous wastes, termed universal wastes, in a manner that differs from the requirements for most hazardous wastes. The more relaxed requirements for managing universal wastes were adopted to ensure that they are managed safely and are not disposed of in the trash.

#### What are Universal Wastes?

Universal wastes are hazardous wastes that are widely produced by households and many different types of businesses. Universal wastes include televisions, computers and other electronic devices as well as batteries, fluorescent lamps, mercury thermostats, and other mercury containing equipment, among others.

The hazardous waste regulations (Cal. Code Regs, tit. 22, div. 4.5, ch. 11 section 66261.9) identify seven categories of hazardous wastes that can be managed as universal wastes. Any unwanted item that falls within one of these waste streams can be handled, transported and recycled following the simple requirements set forth in the universal waste regulations (UWR) (Cal. Code Regs, tit. 22, div. 4.5, ch. 23)

Universal wastes are:

1. Electronic devices: Includes any electronic device that is a hazardous waste (with or without a Cathode Ray Tube (CRT)), including televisions, computer monitors, cell phones, VCRs, computer CPUs and portable DVD players.
2. Batteries: Most household-type batteries, including rechargeable nickel-cadmium batteries, silver button batteries, mercury batteries, alkaline batteries and other batteries that exhibit a characteristic of a hazardous waste
3. Electric lamps: Fluorescent tubes and bulbs, high intensity discharge lamps, sodium vapor lamps and electric lamps that contain added mercury, as well as any other lamp that exhibits a characteristic of a hazardous waste. (e.g., lead).
4. Mercury-containing equipment: Thermostats, mercury switches, mercury thermometers, pressure or vacuum gauges, dilators and weighted tubing, mercury rubber flooring, mercury gas flow regulators, dental amalgams, counterweights, dampers and mercury added novelties such as jewelry, ornaments and footwear.
5. CRTs: The glass picture tubes removed from devices such as televisions and computer monitors.
6. CRT glass: A cathode ray tube that has been accidentally broken or processed for recycling.
7. Non-empty aerosol cans

*Universal Wastes may not be disposed of in the trash!*

# List of Common Household Hazardous Waste (HHW) Products

The following list shows common household items containing potentially hazardous ingredients that might be found in your garage, basement, or other storage space in your home.

## Cleaning Products

- Oven cleaners
- Drain cleaners
- Wood and metal cleaners and polishes
- Toilet cleaners
- Tub, tile, shower cleaners
- Bleach (laundry)
- Pool chemicals

## Indoor Pesticides

- Ant sprays and baits
- Cockroach sprays and baits
- Flea repellents and shampoos
- Bug sprays
- Houseplant insecticides
- Moth repellents
- Mouse and rat poisons and baits

## Automotive Products

- Motor oil
- Fuel additives
- Carburetor and fuel injection cleaners
- Air conditioning refrigerants
- Starter fluids
- Automotive batteries
- Transmission and brake fluid
- Antifreeze

## Workshop/Painting Supplies

- Adhesives and glues
- Furniture strippers
- Oil or enamel based paint
- Stains and finishes
- Paint thinners and turpentine
- Paint strippers and removers
- Photographic chemicals
- Fixatives and other solvents

## Lawn and Garden Products

- Herbicides
- Insecticides
- Fungicides/wood preservatives

## Miscellaneous

- Batteries
- Mercury thermostats or thermometers
- Fluorescent light bulbs
- Driveway sealer

## Other Flammable Products

- Propane tanks and other compressed gas cylinders
- Kerosene
- Home heating oil
- Diesel fuel
- Gas/oil mix
- Lighter fluid

\*\*This list was developed from the list on the United States Environmental Protection Agency's web site: [www.epa.gov/garbage/hhw-list.htm](http://www.epa.gov/garbage/hhw-list.htm)

# Defining Hazardous Waste

This section contains information on:

What is a Hazardous Waste?

- I. Listed Waste
- II. Characteristic Hazardous Waste
- III. Used Oil
- IV. Mixture & Derived-From Rules
- V. Contained-In Policy

Links to Additional Resources for Hazardous Waste Identification

## What is a Hazardous Waste?

Hazardous waste is a waste with properties that make it potentially dangerous or harmful to human health or the environment. The universe of hazardous wastes is large and diverse. Hazardous wastes can be liquids, solids, or contained gases. They can be the by-products of manufacturing processes, discarded used materials, or discarded unused commercial products, such as cleaning fluids (solvents) or pesticides. In regulatory terms, a hazardous waste is a waste that appears on one of the four RCRA<sup>1</sup> hazardous wastes lists (the F-list, K-list, P-list, or U-list) or that exhibits one of the four characteristics of a hazardous waste - ignitability, corrosivity, reactivity, or toxicity. However, materials can be hazardous wastes even if they are not specifically listed or don't exhibit any characteristic of a hazardous waste. For example, "used oil," products which contain materials on California's M-list, materials regulated pursuant to the mixture or derived-from rules, and contaminated soil generated from a "clean up" can also be hazardous wastes. To view the hazardous waste regulations and statutes, go to: <http://www.dtsc.ca.gov/LawsRegsPolicies/index.cfm>

**Click below to take a self-paced internet course on hazardous waste identification**

[http://ccelearn.csus.edu/waste/class/intro/intro\\_01.html](http://ccelearn.csus.edu/waste/class/intro/intro_01.html)

The following paragraphs provide an overview of the various ways that a waste may be identified as hazardous waste.

### I. Listed Wastes

By regulation, some specific wastes are hazardous wastes. These wastes are incorporated into five lists.

These five lists are organized into four categories:

- **The F-list (non-specific source wastes):** This list identifies wastes from many common manufacturing and industrial processes, such as solvents that have been used for cleaning or degreasing. Since the processes producing these wastes occur in many different industry sectors, the F-listed wastes are known as wastes from non-specific sources. (Non-specific meaning they don't come from one specific industry or one specific industrial or manufacturing process.) The F-list appears in the hazardous waste regulations in 22CCR Section 66261.31.

- **The K-list (source-specific wastes):** This list includes certain wastes from specific

industries, such as petroleum refining or pesticide manufacturing. Also, certain sludges and wastewaters from treatment and production processes in these specific industries are examples of source-specific wastes. The K-list appears in the hazardous waste regulations in 22CCR Section 66261.32.

• **The P-list and the U-list (discarded commercial chemical products):** These lists include specific commercial chemical products that have not been used, but that will be (or have been) discarded. Industrial chemicals, pesticides, and pharmaceuticals are example of commercial chemical products that appear on these lists and become hazardous waste when discarded. The P- and U-lists appear in the hazardous waste regulations in 22CCR Subsections 66261.33(e) and (f).

• **M-listed Wastes (discarded mercury-containing products):** This list includes certain wastes known to contain mercury, such as fluorescent lamps, mercury switches and the products that house these switches, and mercury-containing novelties. For additional information see DTSC's mercury web page.

## II. Characteristic Hazardous Wastes

Wastes may be hazardous wastes if they exhibit any of the four characteristics of a hazardous waste (ignitability, corrosivity, reactivity, and toxicity) as defined in Article 3 of Chapter 11 of the hazardous waste regulations (Sections 66261.21 to 66261.24).

These four characteristics are:

**Ignitability** – Ignitable wastes can create fires under certain conditions, undergo spontaneous combustion, or have a flash point less than 60°C (140°F). Examples include waste oil and used solvents. The characteristic of ignitability is defined in section 66261.21 of the hazardous waste regulations. Test methods that may be used to determine if a waste exhibits the characteristic of ignitability include the Pensky-Martens Closed-Cup Method for Determining Ignitability, the Setaflash Closed-Cup Method for Determining Ignitability, and the Ignitability of Solids (U.S. EPA Test Methods, SW-846 Methods: 1010, 1020, and 1030, respectively.). 22CCR 66261.21.

**Corrosivity** – Corrosive wastes are materials, including solids, that are acids or bases, or that produce acidic or alkaline solutions. Aqueous wastes with a pH less than or equal to 2.0 or greater than or equal to 12.5 are corrosive. A liquid waste may also be corrosive if it is able to corrode metal containers, such as storage tanks, drums, and barrels. Spent battery acid is an example. The characteristic of corrosivity is defined in section 66261.22 of the hazardous waste regulations. Test methods that may be used to determine if a waste exhibits the characteristic of corrosivity are pH Electronic Measurement and Corrosivity Towards Steel (U.S. EPA Test Methods, SW-846 Methods: 9040 and 1110 respectively.). 22CCR 66261.22.

**Reactivity** – Reactive wastes are unstable under normal conditions. They can cause explosions or release toxic fumes, gases, or vapors when heated, compressed, or mixed with water. Examples include lithium-sulfur batteries and unused explosives. The characteristic of reactivity is defined in section 66261.23 of the hazardous waste regulations. There are currently no test methods available for reactivity. Instead wastes are evaluated for reactivity using the narrative criteria set forth in the hazardous waste regulations. 22CCR 66261.23.

**Toxicity** – Toxic wastes are harmful or fatal when ingested or absorbed (e.g., wastes



containing mercury, lead, DDT, PCBs, etc.). When toxic wastes are disposed, the toxic constituents may leach from the waste and pollute ground water. The characteristic of toxicity is defined in section 66261.24 of the hazardous waste regulations. It contains eight subsections, as described below. A waste is a toxic hazardous waste if it is identified as being toxic by any one (or more) of the eight subsections of this characteristic.

22CCR 66261.24.

**1. TCLP:** Toxic as defined through application of a laboratory test procedure called the Toxicity Characteristic Leaching Procedure (TCLP - U.S. EPA Test Method 1311). The TCLP identifies wastes (as hazardous) that may leach hazardous concentrations of toxic substances into the environment. The result of the TCLP test is compared to the Regulatory Level (RL) in the table in subsection 66261.24(a)(1) of the hazardous waste regulations. This criterion does not apply to wastes that are excluded from regulation under the Resource Conservation and Recovery Act.

**2. Totals and WET:** Toxic as defined through application of laboratory test procedures called the "total digestion" and the "Waste Extraction Test" (commonly called the "WET"). The results of each of these laboratory tests are compared to their respective regulatory limits, the Total Threshold Limit Concentrations (TTLCs) and the Soluble Threshold Limit Concentrations (STLCs), which appear in subsection 66261.24(a)(2) of the hazardous waste regulations.

**3. Acute Oral Toxicity:** Toxic because the waste either is an acutely toxic substance or contains an acutely toxic substance, if ingested. As stated in subsection 66261.24(a)(3), a waste is identified as being toxic if it has an acute oral LD<sub>50</sub> less than 2,500 mg/kg. A calculated oral LD<sub>50</sub> may be used.

**4. Acute Dermal Toxicity:** Toxic because the waste either is an acutely toxic substance or contains an acutely toxic substance, if dermal exposure occurs. As stated in subsection 66261.24(a)(4), a waste is identified as being toxic if it has an dermal LC<sub>50</sub> less than 4,300 mg/kg. A calculated dermal LD<sub>50</sub> may be used.

**5. Acute Inhalation Toxicity:** Toxic because the waste either is an acutely toxic substance or contains an acutely toxic substance, if inhaled. As stated in subsection 66261.24(a)(5), a waste is identified as being toxic if it has an dermal LC<sub>50</sub> less than 10,000 mg/kg. U.S. EPA Test Method, SW-846 Methods: 3810, Headspace (formerly Method 5020) may be used to "test out" (for volatile organic substances).

**6. Acute Aquatic Toxicity:** Toxic because the waste is toxic to fish. A waste is aquatically toxic if it produces an LC<sub>50</sub> less than 500 mg/L when tested using the "Static Acute Bioassay Procedures for Hazardous Waste Samples". This test procedure is available at:

[http://www.dtsc.ca.gov/HazardousWaste/upload/HWMP\\_bioassay\\_report.pdf](http://www.dtsc.ca.gov/HazardousWaste/upload/HWMP_bioassay_report.pdf)

**7. Carcinogenicity:** Toxic because it contains one or more carcinogenic substances. As stated in subsection 66261.24(a)(7), a waste is identified as being toxic if it contains any of the specified carcinogens at a concentration of greater than or equal to 0.001 percent by weight.

**8. Experience or Testing:** Pursuant to subsection 66262.24(a)(8), a waste may be toxic (and therefore, a hazardous waste) even if it is not identified as toxic by any of the seven criteria above. At the present time, only wastes containing ethylene glycol (e.g.,

spent antifreeze solutions) have been identified as toxic by this subsection.

**III. Used Oil:** In California, waste oil and materials that contain or are contaminated with waste oil are usually regulated as hazardous wastes if they meet the definition of "Used Oil" even if they do not exhibit any of the characteristics of hazardous waste. The term "used oil" is a legal term which means any oil that has been refined from crude oil, or any synthetic oil that has been used and, as a result of use, is contaminated with physical or chemical impurities. Other materials that contain or are contaminated with used oil may also be subject to regulation as "used oil" under Part 279 of Title 40 of the Code of Federal Regulations. <http://www.epa.gov/epahome/cfr40.htm>

**IV. Mixture & Derived-From Rules:** When evaluating materials that are mixtures or that are residuals resulting from processing other materials, you should check to see if the hazardous waste mixture-rule or derived-from rule applies. The hazardous waste mixture and derived-from rules are located in 22CCR Section 66261.3. There are also additional mixture rules specifically for mining wastes and for used oil. These rules are intended to ensure that mixtures and residuals containing hazardous wastes are regulated in a manner that is protective of human health and the environment.

**V. Contained-In Policy:** Environmental media (soil, groundwater and surface water) are not normally considered wastes. However, when environmental media are excavated (and stored or transported) for disposal at another location, the environmental media may be regulated as hazardous waste if it contains hazardous waste, including both listed and characteristic hazardous wastes. For example, soil contaminated with lead is often a hazardous waste because the lead "contained-in" the soil is a hazardous waste.

### **Additional Information and Resources:**

**Hazardous Waste Determination:** As described above, the hazardous waste regulations set forth criteria that identify wastes as hazardous wastes. Although they may meet the definition of hazardous waste, some wastes are specifically excluded or exempted from regulation as hazardous waste (e.g., chlorofluorocarbon refrigerants that are reclaimed for reuse). The process of determining if a waste is a hazardous waste is called the "hazardous waste determination". To ensure an exclusion or exemption is not overlooked, generators should always follow the Hazardous Waste Determination procedure provided in 22CCR Section 66262.11 of the hazardous waste regulations when evaluating their wastes.

**Click below to take a self-paced, internet course on hazardous waste identification**  
[http://ccelearn.csus.edu/wasteclass/intro/intro\\_01.html](http://ccelearn.csus.edu/wasteclass/intro/intro_01.html)

**Hazardous Waste Recycling:** A material must be a "waste" in order to be a hazardous waste. Generally, a waste is any material that someone possesses, but does not have a use for. In regulatory terms, a waste is any discarded material that is not otherwise excluded. The process of determining if something is a waste is called "waste identification." Materials may not be wastes if they are recycled in certain ways, i.e., they may be excluded from the definition of waste in 22CCR Section 66261.2 of the hazardous waste regulations. Besides 22CCR Section 66261.2, you will have to refer to Health and Safety Code Sections 25120.5, 25120.55, 25121.5, and 25143.2 (and perhaps others) when making a waste determination.

**Click below to review the DTSC Hazardous Waste and Recycling Letters**

<http://www.dtsc.ca.gov/HazardousWaste/CSERFS/index.cfm>

**Test Methods:** Sampling and analysis of materials and wastes for hazardous waste identification purposes shall be in accordance with U.S. EPA's publication: "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods," SW-846, commonly referred to just as "SW-846." SW-846 is available online at:

<http://www.epa.gov/epawaste/hazard/testmethods/sw846/index.htm>

**Additional Links:**

DTSC Hazardous Waste and Recycling Letters

<http://www.dtsc.ca.gov/HazardousWaste/CSERFS/index.cfm>

Q&A for Specific Hazardous Waste and Hazardous Substances

<http://www.dtsc.ca.gov/InformationResources/>

Information for universal waste

[http://www.dtsc.ca.gov/InformationResources/Regulatory\\_Assistance\\_Frequently\\_Asked\\_Questions.cfm#Is it a Hazardous Waste or Isn%27t It](http://www.dtsc.ca.gov/InformationResources/Regulatory_Assistance_Frequently_Asked_Questions.cfm#Is_it_a_Hazardous_Waste_or_Isn%27t_It)

US EPA training module – Introduction to Hazardous Waste Identification

<http://www.epa.gov/osw/inforesources/pubs/training/hwid05.pdf>

RCRA online

<http://www.epa.gov/epawaste/inforesources/online/index.htm>

**Click below to take a self-paced, internet course on hazardous waste identification**

[http://ccelearn.csus.edu/wasteclass/intro/intro\\_01.html](http://ccelearn.csus.edu/wasteclass/intro/intro_01.html)

**Comments or Questions:**

If you still have questions about hazardous waste identification, or if you have suggestions to improve this document, call (916) 324-2428 or send email to [rao@dtsc.ca.gov](mailto:rao@dtsc.ca.gov)

<sup>1</sup> The Resource Conservation and Recovery Act. As used on this web page, "hazardous waste regulations" refers to Chapters 10 through 32 of Division 4.5 of Title 22 of the California Code of Regulations

Last updated on 09/15/14

## **Appendix B- Site Information**

## SITE INFORMATION

### Name, Type, and Location of Site

Name: Recology Hay Road and Jepson Prairie Organics  
Type: Class II Municipal Solid Waste Landfill and Composting Facility  
Location: 6426 Hay Road  
Vacaville, CA 95687  
Telephone: (707) 678-4718

General Manager: Chris Taylor  
Site Supervisor: Shirley von Uhlit

EPA I.D. # CAL 982 042 475

### Emergency Coordinators:

Primary (Site Supervisor):	Shirley von Uhlit	(707) 249-3114 mobile
Secondary (General Manager):	Chris Taylor	(707) 249-6184 mobile
Health & Safety Manager	Ron Tolentino	(707) 640-0176 mobile
Environmental Specialist	Danielle Lowther	(707) 249-3661 mobile
Environmental Manager:	Bryan Clarkson	(707) 249-1546 mobile

### Local Enforcement Agency:

Solano County Department of Environmental Health  
Marcy Hannum (707) 784-6765  
Colby LaPlace (CUPA) (707) 784-3318

### Load Checking Program Administrator

Bryan Clarkson, Regional Environmental Manager (707) 249-1546 mobile  
(707) 693-2108 office

## **Appendix C – Emergency Telephone Numbers**

**EMERGENCY CONTACTS, POST-INCIDENT CONTACTS,  
AND EMERGENCY RESOURCES**

**Recology Hay Road**

**Emergency Contacts and Reporting**

Fire / Police / Sheriff / Ambulance	911
Fire Department (Dixon Fire Department)	(707) 678-7060
Solano County Environmental Management	(707) 784-6765
Solano County Hazardous Materials (CUPA)	(707) 784-6765
-Solano County Dispatch (after hours)	(707) 421-7090
Yolo Solano Air Quality Management District	(800) 287-3650
California Office of Emergency Services (OES)	(800) 852-7550
Cal OSHA Division of Occupational Safety and Health	(415) 557-1677
Central Valley Regional Water Quality Control Board	(916) 464-3291
California Department of Toxics Substances Control	(510) 540-3739
California Department of Fish and Game	(916) 358-2900
National Emergency Response Center (>RQ)	(800) 424-8802
Poison Control Center	(800) 876-4766
Chemtrec	(800) 424-9300
Recology (Corporate)	(415) 875-1000
Safety and Health Manager	(415) 875-1111
Hazardous Waste Contractors:	
Asbury Environmental Services	(800) 693-6000
PSC	(877) 577-2669
Hospital: Northbay Occupational Health	(707) 646-4600
1101 B. Gale Wilson Blvd (Suite 203)	
Fairfield, CA 94533	

**24-HOUR EMERGENCY RESPONSE SITE CONTACTS**

*Chris Taylor, General Manager	mobile:	(707) 249-6184
**Shirley von Uhlit, Site Manager	mobile:	(707) 249-3114
Danielle Lowther, Environmental Specialist	mobile:	(707) 249-3661
Ron Tolentino, Safety Manager	mobile:	(707) 640-0176

\* Primary Emergency Coordinator

\*\* Secondary Emergency Coordinator

## **Appendix D – Load Checking Program Forms**



# SITE SURVEILLANCE FORM

Facility:										Load Checker			
Date	Time	Company/Agency Name	Lic./Box #	Driver Name	Vehicle Type	Waste Source	Review of Load	Action Taken	Notes	Notes			
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													

**Vehicle Type**  
 C = Car  
 PU = Pick-up  
 T = Trailer  
 FB = Flatbed  
 CC = Commercial Compactor (side, front, or drop)  
 ST = Semi-Trailer  
 ED = End Dump (plus box size 20, 40, 60cy etc.)  
 NS = General Tipping Area Inspection of all Visible Waste

**Waste Source**  
 1.) Public  
 2.) Commercial  
 3.) Government  
 4.) Other

**Review of Load**  
 1.) No Prohibited Waste Found  
 2.) Load Completely Inspected  
 3.) Prohibited Waste Found & Separated  
 4.) Unable to Separate Found Prohibited Waste  
 5.) Prohibited Waste Abandoned  
 6.) \_\_\_\_\_

**Action Taken**  
 1.) Entire Load Refused  
 2.) Partial Load Refused  
 3.) Waste Isolated for Follow-up  
 4.) Waste Logged into Haz. Bin  
 5.) \_\_\_\_\_

**Notes**  
 1.) Generator Unknown  
 2.) Generator Educated on Proper Disposal Methods  
 3.) Incident Reported to Supervisor  
 4.) Waste Found Offsite  
 5.) County Fire/Hazmat Called

**Appendix D**  
**Waste Acceptance Control Program**

*(see attached)*



# **Waste Acceptance Control Program Manual**

for the City & County of San Francisco  
and Recology San Francisco

## 1.0 INTRODUCTION

### 1.1 Preamble and Program Objective

On January 2, 1987, the City and County of San Francisco ("City") and Recology San Francisco<sup>1</sup> ("Recology"). Recology entered into: (1) a long-term Waste Disposal Agreement ("Disposal Agreement") with Waste Management Inc. (formerly Oakland Scavenger Company) and (2) an Agreement in Facilitation of Waste Disposal Agreement ("Facilitation Agreement").

The Facilitation Agreement required the City and Recology to prepare a program for management of hazardous and designated wastes as those terms are defined in the Disposal Agreement<sup>2</sup>, to submit that program to the Refuse Collection and Disposal Rate Board ("Rate Board") for approval, and to begin implementation of the program on or before November 1, 1988. After extensive effort and discussion between the City and Recology, a Waste Acceptance Control Program ("WACP") was developed jointly and submitted to the Rate Board.

The WACP was designed to identify and remove from the City's municipal waste stream prohibited wastes that are delivered to the San Francisco Solid Waste Transfer and Recycling Center ("SFSWTRC") operated by Recology and Recycle Central at Pier 96 ("RC"). The WACP has the following goals:

- To encourage the proper disposal of prohibited wastes.
- To reduce the quantity of prohibited wastes entering the municipal solid waste stream.
- To identify generators of prohibited wastes in the municipal solid waste stream and require them to assume responsibility for the proper management of their wastes.
- To provide for an effective enforcement program against recalcitrant generators, requiring them to properly manage their prohibited wastes.
- To assist with the proper management of prohibited wastes delivered to the SFSWTRC and RC

The joint effort and cooperation of the City and Recology is required to implement each of these goals. Accordingly, the WACP Manual includes a description of measures that both the City and Recology will implement in an effort to achieve these goals.

To build on the WACP, the City and Recology will: (1) gather data regarding the nature and sources of prohibited wastes in the municipal waste stream, and (2) consider effective methods for achieving the goals of the WACP.

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<sup>1</sup> Recology San Francisco was formerly called Sanitary Fill Company, followed by SF Recycling and Disposal.

<sup>2</sup> The Waste Acceptance Control Program addresses prohibited wastes, as defined herein. See Section 2.2. Hazardous and designated wastes are included within the definition of prohibited waste

As more information becomes available, the parties will reevaluate the WACP and, if necessary, modify or eliminate existing programs, and/or implement new programs to address identified concerns. The parties will continue to meet periodically to discuss the status of the program and the need for revisions to it. The parties will also meet periodically to develop specific waste management procedures consistent with all the WACP programs described herein.

Minor changes in procedures will be implemented by Recology and reported to the City. Any substantial changes in the program will be discussed and agreed to by the parties prior to implementation. Notwithstanding the above, all changes are subject to the rights of the City pursuant to the Facilitation Agreement to determine what the WACP program shall be and, therefore, to effect changes. Any change in the WACP that requires additional expenditures that may materially affect Recology's maximum lawful rate for refuse disposal will be submitted to the Rate Board for approval before implementation.

The City and Recology will routinely review the WACP document at least once every five years. This routine review will precede the regular five year review of the Solid Waste Facility Permit issued to the SFSWTRC. Recology must submit a permit review application (Report of Station Information) to the Local Enforcement Agency ("LEA") at least 120 days before the Solid Waste Facility Permit five-year review date.

The implementation of the WACP may impact the SFSWTRC's Transfer and Processing Report (TPR). Accordingly, the parties will complete a routine review of the WACP at least 240 days before Recology must submit a TPR to the LEA. This schedule will provide Recology with sufficient time to assess the effect of any revisions to the WACP, in the TPR.

In addition to the routine review of the WACP, one or both parties may initiate non-routine reviews to the WACP. Such reviews may be necessary for a number of reasons, including without limitation: (1) significant changes in the operation of the WACP, (2) changes in the regulatory requirements applicable to the implementation of the WACP, and (3) changes in the operation of the SFSWTRC or RC that may impact the WACP. Should either the City or Recology determine that a non-routine review of the WACP is warranted, the party initiating such review will notify the other in writing of the need for such review. The parties will endeavor to undertake the review within 120 days before Recology must submit new documentation to the LEA for the SFSWTRC and RC as a whole.

References are made throughout this document to the routine five-year review of the WACP. Such references shall be deemed to include non-routine review(s) that may be initiated by either the City or Recology. Where a decision or action set forth in this WACP is specifically noted as one that will be reviewed in five years, such decision or action also may be reviewed and revised at an earlier date, as part of the non-routine review of the WACP.

## **1.2 Background**

In accordance with the Initiative Refuse Collection and Disposal Ordinance adopted by the City of San Francisco on November 8, 1932, all of the refuse generated in the City and County of San Francisco is delivered to the SFSWTRC or RC owned and operated

by Recology and located in the southern portion of the City, west of Highway 101 (See maps in Appendix 1).

The SFSWTRC consists of the following areas:

- Transfer Station ("Pit")
- Integrated Materials Recovery Facility ("IMRF")
- Construction & Demolition ("C&D") Sort Line
- Public Disposal and Recycling Area ("PDRA")
- Auxiliary Disposal and Recycling Area
- Organics Annex
- Household Hazardous Waste Collection Facility ("HHWCF")

Recycle Central at Pier 96 consists of the following areas:

- Single Stream Tipping Floor
- Mixed Commercial Tipping Floor
- Single Stream Sort Lines
- Mixed Commercial Sort Lines
- Source Separated Buy-Back Area

### **1.3 Site Description**

The majority of landfill bound municipal solid waste (compacted and uncompacted) from the City and County of San Francisco is delivered to the SFSWTRC by the local refuse collection services, commercial haulers, and the City. Most of the solid waste arriving at the SFSWTRC is unloaded directly into a large pit within the Transfer Station building, where it is crushed and pushed by a bulldozer into open-top transfer trailers for transfer to the Altamont Landfill in Alameda County.

Additional information on the SFSWTRC operation is provided in the 2001 Transfer/Processing Report. The Transfer Station's operation is generally regulated by the Solid Waste Facility Permit No. 38-AA-0001 (Appendix 2), approved and issued by the San Francisco Department of Public Health Environmental Health Section, Local Enforcement Agency, and approved by the CalRecycle.

The related goals of increased recycling and landfill diversion have resulted in new and evolving waste handling facilities and activities. Until 2003, most of San Francisco's solid waste and recyclables were delivered to the SFSWTRC by the local refuse collection services, commercial haulers, and City vehicles for receipt and processing. In 2003 a significant new sorting facility was opened by Recology at Pier 96 for sorting source-separated blue-bin recyclables into paper, metal, glass and plastic commodity streams.

Currently San Francisco's solid waste is divided into four main categories:

- 1) Source-separated blue-bin curbside recyclables consisting of cans, bottles, paper, and plastic.
- 2) Source-separated green bin food waste and green waste.
- 3) Highly recyclable C&D waste from debris boxes and self-haul generators.
- 4) Black bin landfill bound waste.

Source-separated blue bin recyclables are delivered to Pier 96 where they are sorted and prepared for shipment to commodities markets. Unrecyclable residuals from Pier 96 are loaded directly into a walking-floor transfer trailer for transport to landfill. All other waste streams including green bin organics, landfill bound garbage, and C&D waste are received at the SFSWTRC.

Source-separated green bin organics are unloaded at the Organics Annex, a dedicated tipping and loadout area adjacent and south of the Pit. Green waste trucks dump directly onto the concrete floor of the Organics Annex. A dedicated loadchecker inspects the incoming loads and removes plastic, metal, wood, and other inappropriate materials that would contaminate the composting feedstock. A loader is used to manage the storage of the green waste within the building and push it through a load-out bay at the south end of the building into waiting trucks parked below on a scale platform. Source separated green waste from small business landscapers is received at the north end of the ADRA.

Commercial C&D waste is delivered to a dedicated IRMF adjacent to and east of the Pit building. Trucks and debris boxes of C&D dump onto a paved tipping pad inside the northwest corner of the building. A loader manages the storage of the material within the building and loads it onto two parallel sort lines. Workers separate the mixed C&D material into wood, metal, plastic and other marketable commodities for recycling. They also remove hazardous waste, universal waste, and treated wood for proper management. Unrecyclable residuals are conveyed directly into the Pit for landfill disposal.

Self-haul C&D is dumped at the PDRA. Recycling workers remove hazardous waste, universal waste, and treated wood for proper management. C&D waste from the PDRA is loaded onto a sort line and separated into various reusable commodities. Sort line residuals are conveyed directly into long-haul transfer truck for transport to landfill.

Solid wastes abandoned on City streets and picked up by the San Francisco Department of Public Works ("DPW") and San Francisco Housing Authority ("SFHA") is dumped onto the paved surface of the ADRA located northwest HWCF. A loadchecker inspects the DPW and SFHA waste for hazardous waste, appliances, tires, and other prohibited wastes.

The SFSWTRC annually transfers approximately 400,000 tons of refuse to the Altamont Landfill. The Transfer Station, Recycling Pad, and PDRA are open to the public and to commercial accounts 7 days per week, excluding certain holidays. The Transfer Station is open 24 hours a day, while the PDRA is generally open 10 hours a day.

#### **1.4 Site Security**

Recology has established numerous security measures to control access to the SFSWTRC and RC. By controlling access to the property, Recology reduces the likelihood of inadvertent or intentional dumping or disposal of prohibited waste. Security measures include:

- Control structures surrounding the property (e.g. gates, fences, walls) and building alarm systems
- Control of access to the property
- Security guards monitoring the property and controlling traffic



- Employee training in maintaining property security

#### Control Structures

The SFSWTRC is entirely surrounded by physical structures that allow Recology to control access during the hours of operation and to prohibit unauthorized access during non-operational hours. During operational hours, entry gates are opened to allow access to the site. Guards are stationed at the gates to monitor and direct traffic.

The HHWCF is secured by a perimeter fence. The fence and doors into the facility are locked during all non-operational hours. Keys to the HHWCF are distributed only to the WACP and HHWCF staff. Recology management personnel have access to the keys to the HHWCF in the event of an emergency situation.

The administrative offices are equipped with an intruder alarm system. Should unauthorized entry occur, the monitoring system will alert the local police department who in turn will notify Recology management.

#### Access to Site

Access is generally limited to the following categories of persons: (1) customers delivering waste to the property, (2) persons conducting official business, (3) escorted tour groups, and (4) Recology employees. Incoming customers must weigh in at one of the incoming scales. Guests are not allowed on the property during off-hours unless accompanied by authorized Recology personnel.

During normal business hours, visitors to the SFSWTRC are required to sign a visitor's log located at the main office. Tours of the SFSWTRC require an escort by Recology personnel. Tours are generally arranged in advance through the main office at 501 Tunnel Avenue.

During off-hours, access to the SFSWTRC is limited to the main gate on Visitation Avenue (also called Recycle Road) west of the public scalehouse. This gate is always controlled by either the scalemaster or the security guard on duty. Access to the PIT is controlled 24 hours a day by the scalemaster and sweepers.

Access to Recycle Central at Pier 96 is via the Port of San Francisco's Pier 96 gatehouse located at the intersection of Cargo Way and Jennings Street. Upon entering the Pier 96 gatehouse, a traffic corridor is used to provide access to the facility entrance. The Scalehouse represents the primary entrance to the facility and serves as the access point for inbound and outbound traffic and source-separated buy-back area users. Recology employees and visitors, in turn, access the facility using the parking lot entrance located at the west end of the site (i.e., south of the scalehouse entrance).

#### Security Service

A private security service is under contract to provide Recology with guards at both sites. During business hours, they control traffic. During non-operational hours, including weekends, the guards patrol key areas of the sites including all buildings, recycling areas, and access roads to ensure that all areas are secure and that no unusual events have occurred. Should anything unusual occur, security guards are instructed to promptly notify their supervisor. Recology management personnel can be contacted, if necessary.

### Employee Security Training

Employees are instructed to notify their supervisors should they identify any unfamiliar persons on the property.

Employees with responsibility for maintenance survey the property and access roads, including Tunnel Avenue and Beatty Road. Select material handlers are responsible for picking up litter on access roads, and in the Little Hollywood neighborhood. Should prohibited wastes be abandoned in any of these areas, Recology employees report their findings to the WACP staff. The WACP staff take appropriate action to manage the prohibited wastes. Such measures may include collecting and managing the prohibited waste at the Household Hazardous Waste Collection Facility. In addition WACP staff also may take further measures such as seeking to (1) identify the generator, (2) obtain the generator's cooperation in arranging for the proper management of the prohibited waste, and (3) notify the City should enforcement proceedings be considered advisable.

## **1.5 Off-Site Facilities (San Francisco Regional Companies)**

Other solid waste management companies exist in San Francisco. The companies identified below are owned in whole or in part by Recology and are referred to herein as the "San Francisco Regional Companies" or each individually, as a "San Francisco Regional Company." As part of its WACP responsibilities, Recology through the WACP staff participates in waste management programs with the San Francisco Regional Companies.

Recology Golden Gate: Recology Golden Gate is located at 900 7th Street in San Francisco. The company is responsible for the collection of recyclables, compostables and municipal solid waste in the downtown region of San Francisco. Recology Golden Gate delivers the waste to the SFSWTRC and Pier 96 in front, split, and rear loader trucks, roll off compactor boxes and debris boxes.

Recology Sunset Scavenger: Recology Sunset Scavenger is located adjacent to the SFSWTRC at Tunnel and Beatty Road in San Francisco. Sunset Scavenger Company collects recyclables, compostables, and municipal solid waste in the outlying areas of San Francisco. The waste is brought to the SFSWTRC and Pier 96 in front, split, and rear loader trucks, roll-off compactor boxes and debris boxes. Sunset Scavenger Company is also responsible for the collection of municipal solid waste for the Recycle My Junk (home collection of large items) and Gigantic 3 (neighborhood based refuse collection event).

## **2.0 Waste Identification**

This chapter describes (1) the types of wastes that can be accepted at the SFSWTRC and RC, (2) the types of wastes that are prohibited, and (3) the methodology for determining whether a particular waste type can be accepted.

### **2.1 Permissible Wastes**

#### SFSWTRC

Pursuant to the Solid Waste Facility Permit, contractual documents, and applicable laws and regulations, the SFSWTRC accepts the following nonhazardous solid wastes:

- Refuse, including garbage and rubbish

- Source separated organic waste
- Nonhazardous solid waste from industrial sources
- Construction and demolition waste
- Empty and dried household hazardous waste containers, five gallons or less in quantity
- Other nonhazardous solid wastes not prohibited from being accepted at the SFSWTRC under its operating permits, or relevant contractual agreements

Used motor oil and other petroleum-based oil is currently accepted, provided that it is segregated from other solid wastes. This oil is collected in an aboveground double-walled tank located adjacent to the Auxiliary Public Disposal Area, See maps in Appendix A).

Universal wastes including batteries, fluorescent lamps, and electronic wastes are accepted at the PDRA. Universal wastes are sorted and packaged for transport to off-site recycling facilities.

Household hazardous wastes are accepted at the HHWCF. These wastes include paint and paint products, solvents, acids, caustics, pool chemicals, household cleaners, automotive products, and pesticides. The HHWCF is described in Section 5.0.

#### Recycle Central at Pier 96

Pier 96 receives and process source-separated and targeted recyclable streams containing predominantly dry recyclable materials from residences and businesses. Recyclable materials streams, including source-separated and targeted streams will contain:

- Old newsprint
- Old corrugated cardboard (OCC)
- White and colored ledger paper
- Mixed office paper grades
- Confidential paper documents
- Aluminum beverage cans
- Tin cans
- Glass bottles and jars
- Polyethylene terephthalate (PET) plastic containers
- High density polyethylene (HDPE) plastic containers
- Scrap metal
- Wood

Recyclable streams processed at RC are expected to contain varying percentages of residual non-hazardous general waste (identified herein as "residue material"). This material will be collected during the course of the processing operations and subsequently transported off-site to a permitted solid waste disposal facility.

RC will not receive or process the following waste streams:

- Construction and demolition wastes
- Source-separated organics

- Public self-haul garbage
- Hazardous waste as defined in 22 CCR, §66261.3.
- Liquid and high liquid content wastes (i.e., wastes with greater than 50 percent water by weight), including septic tank pumpings (as defined in 14 CCR, §17225.64), sewage sludge (as defined in 14 CCR, §17225.65), or non-hazardous sludge waste (as defined in 14 CCR, §17225.67).
- Special wastes as defined in 22 CCR, §66261.122.
- Medical or infectious wastes as defined in 14 CCR, §17225.36.

## 2.2 Prohibited Wastes

With the exception of the hazardous waste storage areas designated in this document (e.g. the HHWCF), the SFSWTRC and Pier 96 are prohibited by their Solid Waste Facility Permits, contractual documents, and applicable laws and regulations, from accepting the following wastes:

- Hazardous waste
- Designated waste
- Untreated medical waste
- Liquid waste
- Dead animals or parts
- Septic tank pumpings or sewage sludge of any origin
- Radioactive waste
- Compressed gases
- Other wastes, as determined by the WACP staff, the landfill owner, or federal, state, or local regulations

Common examples of prohibited wastes include: paints, solvents, other flammables, pesticides, asbestos, acid and caustic solutions, PCBs, inks, photographic and pool chemicals, oxidizers, gasoline, explosives, and water reactives. Pressurized gas cylinders, pharmaceuticals, radioactives, and medical wastes also are prohibited. A representative list of materials that the SFSWTRC is prohibited from accepting is included in Appendix B (in the Solid Waste Permit?).

Presented below is a discussion of the characteristics of hazardous, designated, and medical wastes. The discussion is based upon the parties' present understanding of federal, state and local laws and regulations. Should such requirements change, the parties will modify WACP procedures to conform to new standards.

### Characteristics of Hazardous Wastes

Hazardous wastes include those wastes that exhibit any of the criteria set forth in Article 3 of Chapter 11, Title 22 of the California Code of Regulations (CCR). Hazardous waste criteria include toxicity (22 CCR Section 66261.24), ignitability (22 CCR Section 66261.21), reactivity (22 CCR Section 66261.23), and corrosivity (22 CCR Section 66261.22). See also 22 CCR chapter 11 Appendix X, for a list of common chemical wastes and their respective potential hazardous properties. In addition, materials considered hazardous wastes pursuant to the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901 et seq., also are considered hazardous wastes under state law (California Health and Safety Code, Sections 25143.2 and 25159.5). In addition, California classified certain hazardous wastes as universal wastes prohibited

from solid waste landfills including: fluorescent lamps, household batteries, cathode ray devices, electronics wastes, mercury devices, and aerosol cans.

Common examples of hazardous wastes include the following:

Toxic wastes

- Pesticides
- PCBs
- Cleaners
- Arsenic
- Heavy metals

Ignitable wastes

- Solvents
- Oil-based paints
- Gasoline
- Brake Fluid

Reactive wastes

- Pyrophorics
- Cyanides
- Explosives
- Sulfides

Corrosive wastes

- Car batteries
- Ammonia and ammonia-based cleaners
- Oven cleaners
- Sulfuric and hydrochloric acid

Characteristics of Designated Wastes

Pursuant to Section 20164 of Title 27 of the CCR California Water Code section 13173, designated wastes are defined as:

- (a) Hazardous waste that has been granted a variance from hazardous waste management requirements pursuant to Section 25143 of the Health and Safety Code.
- (b) Nonhazardous waste that consists of, or contains, pollutants that, under ambient environmental conditions at a waste management unit, could be released in concentrations exceeding applicable water quality objectives or that could reasonably be expected to affect beneficial uses of the waters of the state as contained in the appropriate state water quality control plan.

Common examples of designated wastes include petroleum contaminated soil, sand blasting sand, oil-field drilling fluids, sewage sludge, and incinerator ash. Pursuant to Section 20210 of Title 27 of the CCR, designated wastes must be managed at special facilities classified by the California Regional Water Quality Control Board as "Class I" or "Class II" waste management units. Class II units must be approved for the specific

designated waste and can be located at solid waste landfills (Class III). Designated wastes are dependent upon the individual landfill characteristics. A certain waste maybe considered a designated waste at one site but a Class II solid waste at another.

#### Characteristics of Medical Wastes

- In 1990 the legislature adopted the Medical Waste Management Act, (California Health and Safety Code Section 117600 et seq.. Pursuant to the Medical Waste Management Act, the following types of waste are now regulated as medical waste: Waste associated with the diagnosis, treatment, or immunization of human beings or animals.
- Waste associated with the research pertaining to the activities specified in subparagraph (A).
- The accumulation of properly contained home-generated sharps waste that is brought by a patient, a member of the patient's family, or by a person authorized by the enforcement agency, to a point of consolidation approved by the enforcement agency pursuant to Section 117904 or authorized pursuant to Section 118147.
- Removal of a regulated waste, as defined in Section 5193 of Title 8 of the California Code of Regulations, from a trauma scene by a trauma scene waste management practitioner.
- Biohazardous waste
- Laboratory wastes
- Cultures of infectious agents
- Waste from production of bacteria, viruses or spores
- Human or animal surgical specimens or tissues
- Animal parts, tissues fluids, or carcasses suspected of being contaminated with infectious agents known to be contagious to humans
- Contaminated equipment, instruments, utensils, and other disposable materials
- Waste which contains recognizable fluid blood, fluid blood products
- Excretion, exudate or secretions from humans requiring isolation
- Sharps waste, including hypodermic needles, syringes, blades, and needles with attached tubing

The Medical Waste Management Act establishes general requirements pertaining to the management of medical wastes, including but not limited to the following:

- Medical wastes shall be segregated from other waste at the point of origin in the producing facility
- Medical wastes shall be separately contained from other wastes
- Enclosures or containers used for the containment of medical wastes shall be secured so as to deny access to unauthorized persons and shall be marked by prominent warning signs
- Sharps waste shall be contained in a sharps container, which is leak proof and has a tight fitting lid

Medical waste generated by households is not regulated as medical waste including home-generated sharps. "Home-generated sharps waste" are defined as hypodermic

needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications derived from a household, including a multifamily residence or household (California Health and Safety Code, Section 117671). This also includes sharps from farms and ranches and sharps used on pets.

Effective September 1, 2008, home-generated sharps are prohibited from any of the following containers (California Health and Safety Code, Section 118286):

- (1) Any container used for the collection of solid waste, recyclable materials, or greenwaste.
- (2) Any container used for the commercial collection of solid waste or recyclable materials from business establishments.
- (3) Any roll-off container used for the collection of solid waste, construction, and demolition debris, greenwaste, or other recyclable materials.

The accumulation of home-generated sharps is regulated as medical wastes.

### **2.3 Determining Acceptability of Wastes**

#### Methodology

A key component of the WACP is determining whether wastes can be accepted at the SFSWTRC or Pier 96, based on the contractual and/or regulatory criteria described in Section 2. The decision making process typically involves one or more activities, ranging from questioning of customers to performing waste characterization in the field. These waste identification activities include:

- Responding to customer inquiries
- Questioning of customers by WACP staff
- Physical assessment/review of product labels
- Waste characterization in the field
- Additional assessment, as needed

The WACP staff are responsible for conducting the waste identification activities at a number of locations at the SFSWTRC and Pier 96, including the office areas, scalehouses, Public Unloading Area, Transfer Station, HHWCF, and Recycling Pad. The control mechanisms for the waste identification activities include responding to inquiries from customers, surveillance of incoming wastes, and deliberate waste inspection on a random basis.

#### Waste Identification Activities

The concepts associated with each of the waste identification activities are summarized below. Information derived from these activities is considered when evaluating various aspects of the WACP. Note that there is no fixed sequence to these activities and that several activities may be undertaken simultaneously (e.g., questioning of customers and physical assessment). Once the wastes are identified, WACP staff check existing lists of permissible and prohibited wastes to determine whether the SFSWTRC can accept the wastes.

Customer Inquiries: Customers at any one of the waste control points on the property (e.g. scalehouse, public unloading area) occasionally have questions concerning the acceptability of specific wastes. In addition, customers and the public regularly call the WACP staff to determine waste acceptance criteria.

When such inquiries involve a known waste (e.g., waste oil or empty, dried paint cans), WACP staff can refer to the lists of permissible and prohibited wastes to respond to the customer's question. On the other hand, if there is any uncertainty on the part of either the customer or WACP staff concerning the identification of the waste in question, additional waste identification activities, such as physical assessment, may be required.

Questioning of Customers by WACP staff: At any waste control point within the SFSWTRC or Pier 96 where a load is suspected of containing prohibited wastes, customers are questioned by work crews or WACP staff concerning the contents of the load. If a suspicious load is observed by a member of the work crew, he or she can request that WACP staff conduct the questioning. In some cases, questioning takes place after the customer has dropped off the waste. WACP staff may contact a customer and inquire about (1) the kind of materials that are typically delivered to the SFSWTRC and (2) the nature of the customer's business, if relevant. In many cases the questioning of customers by WACP staff simultaneously involves several of the activities listed below.

Physical Assessment/Review of Product Labels: As noted above, the WACP staff reviews product labels and physically assesses the waste at the same time that they are questioning a customer concerning the contents of a given waste. In examining a product label, the staff member may determine that the product is classified as a prohibited waste. Warning labels such as flammable or poison are often useful in identifying the waste type.

In some cases, physical signs such as odor or color may indicate the presence of a prohibited waste. This observation, coupled with a customer's response to questions, often provides sufficient data to determine that the waste is prohibited.

When assessing a waste load, WACP staff may note a waste type that draws attention to the rest of the load; an example would be one or more 55-gallon drums within a load of residential or other refuse. Once noted, the customer would be questioned, and, if needed, additional assessment undertaken.

#### Waste Characterization in the Field

If the waste cannot be identified by the above procedures, WACP staff may characterize the waste at the SFSWTRC by means of qualitative analysis. The Waste Identification and Classification Test (WICT) was developed by a HHWCF chemist. The WICT is used to determine the chemical constituents and the proper Department of Transportation (DOT) waste stream for packaging and disposal of the waste. The WICT system is approved by the transport, storage and disposal facility (TSDF) which accepts the WACP prohibited waste for disposal. The tests are used to determine whether the waste is ignitable, corrosive, reactive and toxic. When wastes are chemically analyzed, the waste container is labeled with a unique number and a corresponding WICT Data Sheet is stamped with the same number. The WICT test results are sent to the TSDF for approval before the wastes are shipped. A copy of the WICT Data Sheet is kept on file at Recology.

#### Additional Assessment

In some cases the steps outlined above may be insufficient to identify whether the waste can be accepted or otherwise managed at the SFSWTRC. Since it is the customer's



responsibility to ensure that a waste is permissible, the WACP staff may require additional measures to be undertaken by the customer at his/her expense prior to acceptance of the waste. When this occurs, the WACP staff will assist the customer in exercising one or more of the following options:

- Written clarification by regulatory agencies
- Written clearance by Waste Management, Inc., owners of the Altamont Landfill
- Analysis by a state-certified hazardous waste laboratory

The ultimate responsibility and cost associated with obtaining the laboratory analysis rests with the customer.

### **3.0 WASTE MANAGEMENT PROCEDURES**

As part of the WACP, Recology and the City undertake the following waste acceptance control measures:

- Customer Notification
- Public Notification
- Site Surveillance
- Waste Inspection Program for Prohibited Wastes
- Management of Prohibited Wastes Found at the SFSWTRC
- Management of Prohibited Waste Found at Off-Site Locations
- Procedures to Obtain the Cooperation of Recalcitrant Generators

Recology may develop and revise, as necessary, internal guidelines pertaining to such matters as the management of specific waste types, training topics, and routine activities associated with the WACP.

#### **3.1 Customer Notification Program**

The customer notification program is designed to describe and to explain to Recology customers the policies and procedures of the Waste Acceptance Control Program. It consists of:

- Notification of customers
- WACP staff response to customer and public inquiries
- Posting of signs
- Training available to commercial customers

##### Customer Notification

Notices describing the policy of nonacceptance of prohibited wastes are available for Recology's customers (e.g., commercial haulers, local collection services, City agencies, and residents using the SRSWTRC and RC). These notices may include examples of the types of products that are prohibited from disposal at the SFSWTRC or RC. Notices also alert customers that their incoming wastes are subject to waste inspection by the WACP staff. Copies of such notices are posted at each scalehouse and are available for distribution.

Examples of the kind of information to be included in these notices include the following:

- Hazardous wastes and certain other types of wastes described in the notice are not accepted at the SFSWTRC or RC (with the exception of the HHWCF) and may not be placed in refuse, recycling, or green waste containers
- A waste inspection program is in effect at the SFSWTRC and RC for detecting hazardous and other unacceptable wastes
- If hazardous or other unacceptable wastes are delivered to the SFSWTRC or RC (with the exception of the HHWCF the customer will be requested, in accordance with procedures approved by the City, to remove and dispose of the waste in accordance with law and at the customer's expense.

#### Response to Customer and Public Enquiries

The WACP staff regularly receives calls from customers and from the public concerning policies and procedures for delivering wastes to the SFSWTRC. In the course of responding to these calls, the staff (1) clarifies for the customer, and or members of the public, which wastes are prohibited from acceptance at the SFSWTRC and (2) offers assistance on a wide range of waste disposal questions. Where appropriate, WACP staff refer customers to the Department of the Environment's website for additional assistance.

The WACP staff is also questioned about waste acceptance policies and procedures by customers at the SFSWTRC. This presents an additional opportunity to educate customers concerning prohibited wastes.

#### Posting of Signs

Signs describing the policy of not accepting prohibited wastes are prominently posted at (1) the public scalehouse, (2) the PDRA, (3) the main scalehouse, and (4) the Transfer Station. Signs list examples of prohibited wastes and inform the customer that any load brought to the SFSWTRC is subject to a waste inspection. Signs may be modified periodically, as needed. Similar signs are also posted at the San Francisco Regional Companies.

#### Container Notices

Decals are placed on large waste containers owned by the City and the San Francisco Regional Companies to inform customers that the disposal of prohibited waste is not acceptable in the waste container. Decals are replaced, as necessary, during routine maintenance of waste containers.

#### Training of Companies which use the SFSWTRC

Training programs are made available to the San Francisco Regional Companies, and to customers of Recology who are found disposing of waste improperly. The goal of these training programs is to encourage the proper disposal of prohibited wastes. Training programs include the following topics:

- Identification of prohibited and potentially prohibited wastes
- The need for the proper disposal of prohibited wastes
- An overview of the WACP, including the City's enforcement program

- Emergency response and other resources available to customers (e.g. local and state emergency response agencies, City enforcement officers, and WACP staff)
- Other information regarding specific waste streams or particular problems encountered by the customer, as required

Where necessary, training may vary to address specific job functions. Regional companies interested in receiving information regarding training are requested to contact WACP staff.

Training is provided to such personnel as collectors, supervisors, dispatchers, administrative personnel, and management. WACP staff provide training covering the objectives of the WACP program, and periodic training updates (approximately once every twelve months) to the collection companies. Refresher training generally focuses on specific problems identified by collectors or WACP staff in the course of undertaking various WACP programs.

### **3.2 Public Notification Programs**

The City, in consultation with Recology and WACP staff, produces multilingual outreach materials and campaigns in response to identified needs and changing regulations. Information is distributed to San Francisco residents, businesses, and City agencies, and typically describes the types of waste that are prohibited from disposal in the municipal solid waste stream and the programs in place to properly manage them.

Outreach is done in a wide variety of ways including by direct mail, at public meetings and events, City and Recology websites, through social media, and to customers coming through the SFSWTRC. In addition, tours of the SFSWTRC are offered to the public that inform the participants about the HHWCF and the SFSWTRC waste acceptance policies.

### **3.3 Site Surveillance**

Site surveillance is an essential component of the WACP in that it allows a high degree of visual inspection of incoming wastes by both the work crews and the WACP staff. Surveillance serves as a deterrent for the customer who may deliver prohibited waste to the SFSWTRC. It occurs, in varying degrees, at all SFSWTRC control points and allows for expeditiously checking waste loads. The control points are:

- Public Scalehouse
- Public Disposal and Recycling Area/Public Unloading Area
- Main Scalehouse
- iMRF Tipping Floor
- Transfer Station/Tipping Floor
- Transfer Station/Loading Bay

A brief description of surveillance activities at each of these areas is presented below:

#### **PDRA & HHWCF Control Points**

Incoming wastes are observed from two control points: the public scalehouse and the public unloading area.

#### Public Scalehouse

Initially, the scalehouse weighmaster observes incoming vehicles for an indication of the presence of prohibited wastes. If a suspicious-looking load is observed, the weighmaster calls the WACP staff to determine the acceptability of the waste. If prohibited wastes are identified during the inspection of a load, either the entire load or, when appropriate, the prohibited portion is rejected, and not allowed into the public unloading area. If the waste appears acceptable, it is directed to the PDRA for dumping.

Public Disposal and Recycling Area: At the PDRA, customers manually unload their wastes onto the cement floor. Trained Recology employees generally are present to observe the waste material being unloaded by the customer. Materials suitable for recycling are segregated from the load by the work crew.

This activity provides an opportunity for work crews and WACP staff to conduct a visual inspection of the waste. If a WACP staff member is not available, the work crew surveys the waste for evidence of prohibited wastes. Questionable wastes discovered by the WACP staff and/or work crews are removed from the waste stream and returned to the customer, in accordance with procedures approved by the City, or set aside for further identification.

Household Hazardous Waste Collection Facility: The HHWCF serves as a control point because it allows WACP staff to survey potential prohibited wastes from the public. Prohibited wastes other than household hazardous wastes from San Francisco residents are not accepted at the HHWCF by the WACP or HHWCF staff.

#### Transfer Station Control Points

Trucks delivering uncompacted or compacted wastes to the Transfer Station unload their wastes at one of several areas of the Transfer Station. The process of routing these trucks to a particular location provides an opportunity to check incoming loads for suspected prohibited wastes. Each of the Transfer Station control points is briefly described below.

#### Main Scalehouse

The weighmaster at the scalehouse observes incoming commercial loads for an indication of the presence of prohibited waste, and if necessary, questions the driver about the load, and in some cases, visually inspects parts of the load. Visual inspections are limited because all incoming loads are required to be tarped. If the scalemaster suspects that prohibited wastes are contained within the incoming load, the scalemaster informs the customer that the wastes cannot be accepted, and/or contacts the WACP staff for assistance.

Fig. 5 Traffic and Waste Flow Diagram for the Public Unloading Area

Fig. 6a Traffic and Waste Flow Diagram for Transfer Station and Recycling Pad

Fig. 6b Traffic and Waste Flow Diagram for Transfer Vehicles

Fig. 6c Traffic and Waste Flow Diagram for Collection Vehicles

#### Integrated Materials Recovery Facility (iMRF)

Select loads containing potentially recyclable material are unloaded at the IMRF tipping floor and then processed through C&D Sort Lines. Prohibited wastes and materials that might jam the conveyor belt are removed by the loader and the materials handlers before they are fed into the sort line. The rest of the material is loaded on to the sort lines in-feed belt where it is conveyed over a shaker screen and then onto a sorting belt, where it is manually sorted for recyclables by the materials handlers.

When potentially prohibited wastes are identified, the work crews and/or WACP staff attempt to return such wastes to the customer, in accordance with procedures approved by the City. This activity provides an opportunity for WACP staff to expeditiously inspect the entire load in an area well-suited for this work.

Prohibited wastes that are not identified on the tipping floor and make it to the sorting belt are identified and removed by sort line workers. Non-leaking sealed containers are stored in tubs located on sort line work surface. Abandoned prohibited wastes found on the sort lines are managed for disposal by WACP personnel.

#### Transfer Station / Tipping Floor

Vehicles dump their loads from the tipping floor into the pit. In some cases, work crews and WACP staff are able to survey the load when it falls into the pit, When possible. WACP staff or work crews attempt to retrieve detected potentially prohibited wastes, for further management by WACP staff. In addition, an area has been designated in the Transfer Station where loads can be selected at random, dumped and inspected. This area is known as the Waste Inspection Station.

#### Transfer Station / Loading Bay

The dozer operator and the crane operator are in a position to survey some of the waste as it is being processed for transfer. The dozer operator compacts and moves the waste, while the crane operator in the tower above the waste directs the loading of the transfer trailers. The equipment operators attempt to remove detected prohibited wastes, for further management by WACP staff.

### **3.4 Waste Inspection Program for Prohibited Wastes**

The City and Recology agreed that the primary focus of the waste inspection program during the initial phase of the WACP would be the uncompacted waste stream. During the second year of the WACP, the City and Recology agreed to examine and address the issue of the improper disposal of prohibited wastes in the compacted waste stream and develop programs to respond to this condition. This project, known as the Compacted Waste Stream Project, was implemented November 1, 1990.

#### Uncompacted Waste

Uncompacted waste arrives at the SFSWTRC in debris boxes and in private and commercial vehicles. The contents of selected debris boxes which contain considerable amounts of recyclable materials are dumped at the Recycling Pad to be run through the C&D Sort Line and separated into recyclable wood, metal, construction debris and non-recyclable waste. Non-recyclable waste is then dumped in the SFSWTRC pit where it is compacted and loaded for transfer to Altamont Landfill.

Waste delivered to the SFSWTRC in private vehicles is directed to the Public Disposal Area of the SFSWTRC. Where possible, recyclable material is removed from this waste

stream and the remaining waste is deposited in roll-off boxes which are dumped in the pit for transfer to Altamont Landfill. Self-haul C&D materials are segregated and loaded onto a C&D sort line adjacent and south of the PDRA. Materials handlers remove recyclable materials from a sorting belt. Prohibited wastes found on the sort line are removed, stored in tubs, and managed at the end of the day by WACP personnel.

Customers are provided with information about WACP and SFSWTRC waste acceptance policies. Information concerning the types of waste which cannot be disposed of in the municipal solid waste stream is attached to the side of the debris boxes,

WACP staff randomly select incoming loads of uncompacted wastes for inspection, in accordance with procedures agreed upon by the City and Recology. WACP staff inspect various incoming loads of uncompacted wastes, including loads from both private and commercial sources. An average of five loads per week of uncompacted wastes are inspected and documented by WACP staff, in accordance with procedures agreed upon by the City and Recology. If, in the course of inspection of a load of uncompacted waste, the WACP staff has any doubts concerning the acceptability of a given waste, the WACP staff will require the customer to prove the waste is acceptable.

Each waste inspection is documented by WACP staff and entered into a computer database. A record of each inspection includes the following types of information:

- Date
- Time of inspection
- Location
- Name of hauling firm or vehicle identification
- Address and phone number of source, if known
- Type of business, if known
- Type of prohibited waste identified

#### Compacted Waste (Compacted Waste Stream Project)

San Francisco's compacted waste stream consists of waste which is compacted either by the equipment with which it is collected (front loader, side loader or rear loader garbage trucks) or by compactor boxes located at the source of waste generation (e.g., office buildings, hotels, hospitals). Compacted waste may be delivered to SFSWTRC if it consists of solid waste. Compacted source separated recyclables with low residuals are delivered to Recycle Central.

The compacted waste stream constitutes approximately 75% of San Francisco's municipal solid waste stream that is delivered to the SFSWTRC. Including large apartment complexes, 70% of the compacted waste stream is of residential origin. Another 28% of the City's compacted waste originates from large single source and commercial customers. The remaining 2% of the compacted waste stream originates from City cans (i.e. pole baskets and monument cans located on city streets).

Sunset Scavenger and Golden Gate deliver approximately 60% and 40% of the City's compacted waste to the SFSWTRC respectively. Approximately 70% of the compacted waste stream collected by Sunset Scavenger is residential in origin; the remaining 30% is commercial. Approximately 40% of the compacted waste stream collected by Golden Gate is residential, and the remaining 60% is commercial.

Sources of municipal solid waste in San Francisco that contribute to the compacted waste stream include:

- Industries
- Businesses
- Service institutions (e.g. hospitals)
- Households
- San Francisco street cleaning activities and disposal of wastes by the public in City cans

Each of these sources is a potential source of hazardous waste.

A primary focus of the Compacted Waste Stream Project is conditionally exempt small quantity generators (CESQGs)<sup>3</sup> of hazardous waste. It is believed that CESQG's accounts for approximately 60% of the total estimated quantity of hazardous waste generated in San Francisco. Many CESQGs are still unaware that they produce hazardous waste or are unable to afford the high cost of legally disposing of such materials and, accordingly are not participating in the existing hazardous waste management system.

The Compacted Waste Stream Project has the following goals:

- To review available information concerning generators of prohibited wastes in San Francisco, and identify categories and types of generators most in need of education.
- As necessary or appropriate, to conduct inspections of selected loads of compacted waste.
- To provide information to the general public (e.g. through tours of the SFSWTRC and RC and appearances at fairs and expositions) regarding WACP procedures, the proper disposal of prohibited wastes, and the Household Hazardous Waste Collection Facility (HHWCF).
- To develop reasonable alternatives for generators to safely manage prohibited wastes.
- To educate and train collection personnel on surveillance techniques to identify prohibited wastes in the precompact municipal solid waste stream.
- To encourage generators of prohibited wastes to develop and implement waste reduction and minimization measures.

The City and Recology Company meet on a periodic basis to review and revise as necessary the goals discussed above.

As part of the Compacted Waste Stream Project, WACP staff select and inspect individual boxes from specific single source customers prior to compaction, (these individual boxes are normally collected by front loader trucks). Recology develop procedures for the selection of boxes with the City. In addition, WACP staff inspect (1) compacted waste from single source compactor boxes from various customers and (2)

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<sup>3</sup> CESQGs are those businesses that generate no more than 1000 kg of hazardous waste per month.

uncompacted waste collected from City cans. WACP staff also inspect individual waste containers from the types of businesses that have been identified as problem customers under the load checking programs of the WACP. Municipal solid waste that is collected in rear loader trucks is currently checked for the presence of prohibited waste by the garbage collectors. Prohibited waste that is found on the routes is tagged with a Garb Tag, and efforts are made to return the waste to the generator and recommend proper disposal procedures. The Garb Tag provides information to the customer about the correct disposal of hazardous wastes in English, Spanish and Chinese.

WACP staff inspect individual containers in response to reports of improper waste disposal from the San Francisco Regional Companies. Inspection of selected loads utilizes existing WACP load checking procedures agreed upon by the City and Recology. WACP staff keep detailed records of the inspections, including but not limited to, (1) date, (2) time of inspection, (3) address of source, (4) type of business, if known, and (5) type, volume, and number of prohibited wastes found. Each documented waste inspection is entered into a computer database by WACP staff. These records provide the City and Recology with information to identify problem generators of prohibited waste, and enable Recology and the City to develop further programs to address the issue of the improper disposal of prohibited waste in the municipal solid waste stream.

As appropriate, the City and Recology develop general notices to the public, regarding load inspections. These notices inform customers that their solid waste is subject to inspection for prohibited waste.

If prohibited wastes are identified during the waste inspection program and the generator is present, WACP staff inform the generator that the wastes cannot be accepted and must be removed from the municipal solid waste stream, in accordance with procedures approved by the City and Recology.

If prohibited wastes are identified during the waste inspection program and the generator is not present, the WACP staff may remove the prohibited wastes from the municipal solid waste stream and attempt to ascertain the identity of the generator. The WACP staff will, with the help of the City, seek to obtain the cooperation of identified generators. Pending the return of prohibited waste to the generator, Recology stores the prohibited wastes in a specially designed Haz Bin, or otherwise manages the wastes in a manner deemed appropriate by the City and Recology.

Recology is authorized by its Permit-by-Rule provisions to store abandoned hazardous wastes in the HHWCF. Any other permits or authorizations to store WACP wastes at the SFSWTRC which may be required in the future by local, state, and federal government agencies will be sought by Recology, with the City's cooperation. During any period of time required to apply for and obtain such permits or authorizations Recology will not, for purposes of the City's assessment of the WACP, be deemed to be in noncompliance with those aspects of the WACP program which, if performed, would result in the unauthorized storage of WACP waste.

#### Off-Site Inspections

A hazardous materials response van (Haz Van) is available to conduct waste inspections and respond to minor incidents involving potentially prohibited wastes at the SFSWTRC and in the City. The van is outfitted with reference materials, waste characterization equipment, and safety equipment.



Development of Waste Minimization, Disposal and Recycling Programs

Recology and the City work together to identify and develop convenient alternatives for generators to safely manage their prohibited wastes. These alternatives include waste minimization education, reuse and recycling strategies and convenient disposal and recycling programs including: 1) a hazardous waste door-to-door collection service for residents, 2) more than 100 neighborhood drop-off sites for a variety of waste including batteries, fluorescent lights and batteries, and 3) a low cost, subsidized small business hazardous waste disposal program, referred to as the Very Small Quantity Generator Program<sup>4</sup> (VSQG).

**3.5 Management of Prohibited Waste Found at the SFSWTRC or RC**

Prohibited waste discovered as a result of any of the waste inspection activities is separated from the municipal solid waste stream and identified as WACP waste. WACP waste includes: (a) Generator-Identified Waste: prohibited waste that is discovered during a load inspection and the generator of the waste is known; (b) De Minimus Waste: prohibited waste of household origin discovered in small volumes in the municipal solid waste stream and (c) Abandoned Waste: prohibited waste generated by an unidentified person that is either, i) discovered at the SFSWTRC, RC, or ii) discovered as a result of related waste management activities (see Section 4.0), or iii) discovered at facilities operated by the San Francisco Regional Companies. This Section 3.5 describes WACP waste found at the SFSWTRC; Section 3.6 provides a description of the management of WACP waste found at facilities operated by the San Francisco Regional Companies in the course of their waste management activities.

Generator-Identified Waste

If prohibited wastes are found during an inspection at the SFSWTRC and the generator is present, WACP staff inform the generator that the waste cannot be accepted and must be removed from the SFSWTRC, in accordance with procedures approved by the City and Recology.

If the generator is not present, WACP staff track the generator through the San Francisco Regional Companies that brought the load to the SFSWTRC for disposal. WACP staff then contact the generator and ask him or her to manage the waste. If the waste is generated by a business or by a non San Francisco resident, the generator is required to remove the waste. If the waste is of household origin and the generator is a San Francisco resident, the generator is informed that the waste can be taken to the HHWCF. Prior to obtaining the cooperation of the generator, the waste is stored in the WACP Haz Bins located below the HHWCF.

There are two WACP Haz Bins. Each has three compartments, four of which are used to store hazardous waste. Three compartments are used for flammables, and the fourth compartment is divided into acids and bases. The Haz Bins have double containment (grated floor), ample ventilation, and shelving. The Haz Bins are also equipped with

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<sup>4</sup> This program is more commonly known, statewide, as a Conditionally Exempt Small Quantity Generator (CESQG) Program

emergency fire and spill equipment. Views of the Haz Bins are shown in Waste that is to be returned to the generator is stored in plastic tubs on numbered shelves and the location of the containers is recorded in a computer database.

Fig. 7 Waste Acceptance Control Program Haz Bin

#### Generator-Identified Waste of Household Origin

If WACP staff find any prohibited wastes while conducting load inspections that are believed to be of household origin, and the generator is known, the following steps are used to allow the waste to be transferred to the HHWCF:

- WACP staff call the San Francisco Regional Company that delivered the waste to the SFSWTRC and ask for the address and name of the customer. From this information, together with any other information gathered about the customer, WACP staff determine whether the waste was generated by a resident or business.
- WACP staff notify the customer that prohibited waste was found in their municipal solid waste. WACP staff ask where the waste was generated to determine the disposition of the waste.
- WACP staff may use the reverse directory to determine where the waste was generated.
- WACP staff may conduct site visits to determine whether the waste was generated by a resident or a business

Prohibited waste that is found through the Curbside Recycling Program and Recycle My Junk (RMJ) Program is deemed by the City and Recology to be of household origin. The HHWCF manages prohibited waste from the Curbside Recycling Program and the RMJ Program according to the procedures approved by the City and Recology.

#### Management of De Minimus Waste

The City and Recology have designed certain general procedures to streamline the management of de minimus quantities of prohibited waste discovered in the solid waste stream. The goal of these procedures, agreed to by the City and Recology, is to efficiently and properly manage small quantities of typical household hazardous waste without using extensive and costly follow-up procedures agreed to by the City and Recology.

#### Criteria for Establishing Waste as De Minimus Quantity

To qualify as a de minimus quantity the total volume of prohibited waste in each incident shall not exceed 15 gallons or 125 pounds.

#### Disposition of De Minimus Quantities of Waste

If prohibited waste is discovered at the SFSWTRC or RC and Recology determines that the waste qualifies as a de minimis quantity set forth above, Recology may choose, at its discretion, to manage the de minimus quantity as:

##### WACP Waste

If Recology chooses to manage de minimus quantities of prohibited waste as a WACP abandoned waste, Recology shall have no obligation to attempt to track

the generator or the origin of the waste. The de minimus quantity of waste shall be handled as an abandoned waste in accordance with the procedures set forth in Section 3.5.4. Recology shall provide for the disposal of the waste in compliance with all applicable laws and regulations.

Household Hazardous Waste

If Recology chooses to manage the de minimus waste as household hazardous waste, the waste must satisfy the criteria set forth below and Recology must follow the procedures set forth below to verify that the waste is of household origin.

Criteria for De Minimus Quantities to be managed in the HHWCF

1. The quantity of prohibited waste in each situation must not exceed 15 gallons or 125 pounds (the de minimus quantity set forth above).
2. No individual container shall exceed more than 5 gallons in volume.
3. The prohibited waste must be a typical household product. A typical household product means a product made available to the general public at retail outlets. A Good Housekeeping seal is sufficient but not necessary evidence that the waste is a typical household product for the purpose of this section.

Procedures for Establishing Household Origin of Waste

1. WACP staff record the following information where possible: the date and time the waste was delivered to the SFSWTRC, the name of the person checking the load, the company or person that delivered the load, the vehicle identification number, and a description of the prohibited waste found. Waste is listed by category with the size of the container, percent full, total number of containers, and volume recorded. Brand names are also recorded for same-size containers of the same product.
2. If the waste meets the volume and size criteria described above and is a typical household product, WACP staff will verify that the waste came from a residential location using the procedures set forth in (a) or (b) below:
  - a. WACP staff call the San Francisco Regional Company that delivered the waste to the SFSWTRC and obtain the name and address of the customer. The name and address of the customer are recorded to verify that the load came from a residential location.
  - b. Alternatively, WACP staff may obtain information about the source of the waste from the driver. WACP staff then check in the reverse telephone directory and contact the person listed at the address. The person is then asked about the source of the waste. The address, along with the name and phone number of the customer, are recorded to verify that the load was generated by a resident.
3. Except as provided in paragraph 4 below, wastes meeting the volume, size, and household product criteria which have been verified to be from a residential location are transferred to the HHWCF for management as household hazardous waste.
4. De Minimus quantities of waste from a "repeater" are not transferred to the HHWCF unless the repeater signs an affidavit certifying that the waste is

of San Francisco household origin (i.e., the household questionnaire or Special Circumstances Form). For the purposes of these procedures, a repeater is a San Francisco resident who was found to deposit prohibited waste in the solid waste stream within the previous three years and did not collect the waste when requested by the WACP staff.

Record Keeping: All records are maintained by WACP staff for three years and are available to the City upon request. Data is shared with the City when requested.

City Right to Withdraw: The City reserves the right to withdraw its undertaking in this section (i.e., the management at the HHWCF of de minimus quantities of prohibited waste determined to be of household origin) at any time.

#### Abandoned Waste

Abandoned waste is taken directly to the HHWCF for management according to procedures that have been established by the City and Recology. WACP abandoned waste stored in the HHWCF is marked with yellow paint to ensure that the waste is managed separately from waste delivered to the HHWCF by San Francisco residents.

Abandoned wastes are stored on shelves in the HHWCF until they can be properly characterized, labpacked, containerized, or consolidated into drums which are marked with yellow paint around the lids and sides. All waste is stored in drums in the appropriate containment bay in the HHWCF.

WACP abandoned waste removed to the HHWCF for temporary storage is handled in accordance with the terms and conditions of the DTSC's Permit-by-Rule provisions for the HHWCF, which allows for the storage of WACP loadchecking waste at the HHWCF, in a manner that is consistent with applicable laws and regulations pertaining to the storage of hazardous wastes. The waste is shipped from the HHWCF to appropriate off-site locations for further management within the time period required by law and the Permit-by-Rule provisions. The quantity of combined WACP waste and HHWCF waste stored at the HHWCF shall not exceed maximum quantity storage limits established in the Permit-by-Rule notification to the DTSC.

Recology continues to provide for the disposal, in compliance with applicable laws and regulations, of the hazardous waste described in this WACP document.

#### Handling Special Wastes

In the event that explosives, compressed gas cylinders, asbestos and medical wastes are found in the municipal solid waste stream and the generator is known, then the generator is required to assume responsibility for the waste and manage it in accordance with all appropriate laws and regulations. In cases where such wastes are found in the municipal solid waste stream and the generator is unknown, the following procedures are followed:

Explosives: Procedures for handling explosives were developed by Cal-EPA, San Francisco Department of Public Health (DPH), San Francisco Police Department Bomb Squad and Recology. Explosives include, but are not limited to, fireworks, flares, smoke bombs, shotgun shells, and bullets.

When an explosive is found, WACP staff place it in a bucket inside the HHWCF explosive magazine, which is stored inside a shed with one-hour firewalls located in the alcove next to the household facility.

HHWCF staff notify the SFPD Bomb Squad to pick up the explosives, according to procedures outlined in the HHWCF Operations Plan. A log sheet is maintained that records the dates the explosives are received and removed.

Gas Cylinders:

The HHWCF accepts small compressed propane and consumer helium cylinders only. No high-pressure or non-propane/helium cylinders are accepted. Full propane or helium cylinders in good condition are distributed to employees and customers for reuse. Empty cylinders are marked "empty" and recycled as scrap metal. Neary empty helium cylinders are vented to the atmosphere and recycled as scrap metal. Nearly-empty, outdated, or rusted propane cylinders are stored and transported to a propane cylinder recycling company.

Other types of compressed gas cylinders may be discovered during Loadchecking and are managed by WACP. Marked cylinders in good condition are offered to local cylinder distributors for re-use. Unmarked, unknown, or cylinders in poor condition are stored at the HHWCF and disposed of as hazardous waste.

Medical Waste: WACP staff notify the San Francisco Department of Public Health, package the waste in infectious waste boxes, and arrange for the off-site transportation of the waste for disposal.

Due to reported incidents of needle injuries to sanitation workers, Recology Company helped to develop the San Francisco Safe Needle Disposal Program (SFSNDP). This program, described in provides free needle containers to various pharmacies and health centers throughout the City for use by their customers or other San Francisco residents. Full containers are returned to the pharmacies where they are stored and then disposed of by a medical waste hauling company. The HHWCF is also permitted to distribute and accept needle containers for San Francisco residents

Asbestos: WACP staff wet the asbestos-containing material and put it into special bags dedicated to the management of asbestos. The asbestos-containing waste is then stored in closed containers until it is shipped to an appropriate landfill for disposal.

### **3.6 Management of Prohibited Waste Found at Off-Site Locations**

Prohibited waste discovered as a result of any solid waste handling activities at the facilities operated by San Francisco Regional Companies are separated from the solid waste stream. The prohibited waste is managed in accordance with the following procedures:

Generator Identified waste

If prohibited waste is found at any of the facilities operated by the San Francisco Regional Companies as a result of their solid waste handling activities, company employees try to identify the generator of the prohibited waste. Staff then contact the generator and ask him or her to remove the waste. If the waste is of household origin

and the generator is a San Francisco resident, the generator is informed that the waste can be taken to the HHWCF. Prior to obtaining the cooperation of the generator, the waste is stored in a special designated area at each company, in accordance with applicable laws and regulations.

#### Abandoned Waste

In situations where the generator cannot be identified, the waste is treated as WACP abandoned. The wastes are removed to appropriate off-site locations for further management within the time period required by law.

Recology will provide for the disposal, in compliance with applicable laws and regulations, of the hazardous waste identified and removed from the municipal solid waste stream by the San Francisco Regional Companies, except where the generator can be identified and the waste returned.

Incidents involving waste abandoned at the perimeter of the facilities operated by the San Francisco Regional Companies are referred to the San Francisco Department of Public Health for further action.

### **3.7 Programs to Obtain the Cooperation of Recalcitrant Generators**

One of the primary goals of the WACP is to ensure that the generators of prohibited wastes assume responsibility for their wastes. The City and Recology believe that placing responsibility for the proper management of prohibited wastes with the generator deters others from sending prohibited wastes to the SFSWTRC or RC. Accordingly, both the City and Recology are developing and implementing programs designed to identify the generators of prohibited wastes, and to encourage such generators to assume responsibility for the proper management of prohibited wastes. These programs include the following:

#### Programs to be Undertaken by Recology Company

A key feature of the waste inspection program (described above) is to enlist the assistance of identified generators of prohibited wastes in properly disposing of their wastes. When prohibited wastes are delivered to the SFSWTRC or RC and cannot be returned to the generator (e.g. in cases wherein prohibited wastes are (1) discovered after the generator has left the SFSWTRC or (2) have been unlawfully abandoned at the SFSWTRC), the WACP staff take one or more of the following steps to contact the identified generator and seek his/her cooperation in arranging for the proper transportation and disposition of prohibited wastes:

- Make telephone calls to the generator
- Send letters to the generator
- Conduct site visits from the WACP staff to the generator
- Refer the generator to the City and other relevant government agencies

Depending upon the circumstances, some or all of these measures may be employed to obtain the cooperation of the identified generator.

WACP staff also maintain a record of all generators who deliver or attempt to deliver prohibited wastes to the SFSWTRC. WACP staff increase surveillance of municipal solid

wastes generated by repeat offenders, and, if necessary, refer such matters to the City for further action.

City Enforcement Programs

A key aspect of the City's role in the WACP is to ensure that identified generators of prohibited waste do not improperly dispose of such wastes in the municipal solid waste stream. The goal of the City's enforcement effort is an effective system for (1) obtaining the informal cooperation of identified generators in proper waste management procedures, and (2) pursuing more formal actions through enforcement of applicable laws, regulations, and ordinances as the enforcing City departments determine are necessary and appropriate.

The following describes enforcement programs of various City departments through which the City assists Recology in reducing the quantity of prohibited wastes placed for disposal in the municipal solid waste stream.

Department of Public Health (DPH): A number of divisions within DPH are charged with enforcing local ordinances which pertain to the management of prohibited wastes. Enforcement of these ordinances supports the WACP programs which the City and Recology develop and implement. DPH programs and enforcement efforts include the following:

Hazardous Materials Certified, Unified Program Agency (CUPA): This department within DPH regulates businesses that store hazardous materials exceeding 55 gallons for liquids, 500 pounds for solids, or 200 cubic feet for gases. These businesses must apply for a Certificate of Registration, which is valid for two years. In addition, businesses that generate hazardous waste must also inform the CUPA.

The City and Recology may access these business files to learn about the types and quantities that businesses store. This information supports efforts to have businesses assume responsibility for the proper management of their prohibited wastes.

Emergency Response and Response to Community Complaints: The CUPA responds to emergencies involving hazardous materials or wastes and investigates community complaints involving hazardous materials and wastes. These response actions may lead to identification of hazardous waste generators engaging in unlawful waste disposal practices.

Enforcement of the Medical Waste Management Act: The Bureau of Toxics, Health and Safety Services, within DPH enforces state laws and regulations pertaining to the management of medical waste. As a part of this program, the Bureau of Environmental Health inspects facilities that generate and dispose of medical waste and investigates complaints of illegal disposal of medical waste. These inspections are conducted by the Bureau of Environmental Health upon receipt of a complaint or upon a request of certain State agencies. Accordingly, Recology or the Solid Waste Management Program continues to refer incidents of alleged improper disposal of medical wastes in the municipal solid waste stream to DPH for investigation and, where appropriate, enforcement action.

San Francisco Public Utilities Commission: The Public Utilities Commission monitors the City's sewer system and pursues enforcement actions against businesses that violate

federal, state and local industrial sewage pretreatment standards. Investigation and enforcement actions may identify businesses which engage in the unauthorized disposal of prohibited wastes in the municipal solid waste system.

Fire Department: Various provisions of the City's Fire Code pertain to the storage and management of hazardous, flammable, and combustible materials (including wastes). As part of its responsibilities, the Fire Department may inspect businesses which store such materials and investigate alleged violations of the City's Fire Code. Investigations and enforcement actions conducted pursuant to the City's Fire Code may identify businesses which also engage in the unauthorized disposal of prohibited wastes to the municipal solid waste stream. Thus, administration and enforcement of the San Francisco Fire Code supports efforts by the City and Recology to have businesses assume responsibility for the proper management of prohibited wastes which they generate.

#### Offices of the District Attorney and City Attorney

District Attorney's Consumer and Environmental Protection Unit: This unit enforces criminal violations of City ordinances and, pursuant to state law, prosecutes criminal and civil cases under the Hazardous Waste Control Act. Referrals pertaining to the alleged improper management of prohibited wastes which are received from various City Departments, Recology, the collection companies, and the public are investigated and, where appropriate, prosecuted by this office.

City Attorney's Code Enforcement Section: The City Attorney's Office enforces civil violations of City ordinances and may bring civil enforcement actions pursuant to state laws that the City is authorized to enforce. Referrals pertaining to the alleged improper management of prohibited wastes which are received from various City departments, Recology, the collection companies, and the public are investigated and, where appropriate, prosecuted by this office.

Department of the Environment: Department of Environment Program staff are responsible, in part, for oversight of the WACP. (See Section 6.1.)

Enforcement: The City has established an environmental crimes unit charged with investigating and pursuing, where appropriate, enforcement actions against persons who illegally dispose of prohibited wastes in the municipal solid waste stream.

Development of Interdepartmental Enforcement Procedures: The Solid Waste Management Program develops and implements interdepartmental protocols, as necessary, for identifying and seeking the cooperation of generators who improperly dispose of prohibited wastes.

#### **4.0 Related Waste Management**

A number of waste management activities, sponsored by the City, Recology, and/or the San Francisco Regional Companies, offer opportunities to implement the concepts of the WACP. These activities supplement the WACP and function, in part, to discourage the disposal of prohibited wastes in the municipal solid waste stream. These waste management activities also enable the City and Recology to expand the public's understanding of the need to prevent prohibited wastes from entering the solid waste stream.



Recology's participation in related waste management activities described in this section constitutes a part of its WACP responsibilities, as required by the Facilitation Agreement

Specific activities which encourage proper management of prohibited wastes by generators include the following:

- Recycle My Junk Program
- Gigantic 3 Collection Event
- Curbside Recycling Program
- Very Small Quantity Generator Program
- Waste Reduction Assistance Program
- One-Day Household Hazardous Waste Collection Events
- Door-to-Door Collection Services
- Retail Household Hazardous Waste Collection Sites
- San Francisco Safe Needle Disposal Program

#### **4.1 Recycle My Junk (RMJ) Program Gigantic 3 (Gig 3) Collection Events**

RMJ is curbside collection events, available to residents 1-2 per year by appointment. Gig 3 is a neighborhood drop-off event, held in each Supervisorial District once per year.

These programs were developed by the City in cooperation with Recology. Sunset Scavenger and Golden Gate are responsible for the management of the two programs and the collection of the waste generated in connection with them. RMJ provides San Francisco residents with an opportunity to dispose of bulky items, such as furniture, electronic waste, appliances, mattresses tree branches, metal and scrap lumber. Gigantic 3 accepts these items, in addition to used motor oil, fluorescent lights and household-type batteries.

#### Management of Prohibited Waste

Sunset Scavenger, Golden Gate and the City implement the following steps when prohibited wastes are identified in the course of the RMJ Program:

- Any prohibited waste is moved to a location on the resident's property away from pedestrian and vehicular traffic.
- An attempt is made to return the waste to the resident immediately.
- If the resident cannot be contacted, Sunset Scavenger attaches a Garb Tag to the waste informing the resident that (1) such wastes cannot be delivered to the SFSWTRC, and (2) proper arrangements for disposal must be made. A record of the incident is recorded on the removable portion of the tag and this record is kept on file.
- When emergency situations arise, collection personnel notify WACP staff. Sunset Scavenger personnel remain near the waste until WACP staff arrive to direct appropriate response measures. If WACP staff cannot reach the resident, WACP staff contact the DPH and the appropriate emergency response agencies.

- Where necessary, WACP staff and/or DPH officials refer incidents to the Solid Waste Program Manager and/or the San Francisco Police Department for further action.

If hazardous wastes are inadvertently collected during Super Recycler Day/Gigantic 3, they are transferred to the HHWCF, provided the following criteria are met:

- The containers in which the hazardous wastes are found are 1 gallon or less in volume, and
- The containers in which the hazardous wastes are found are of the type that can be purchased by the general public for home use through retail outlets.

Hazardous wastes that do not meet the criteria set forth above are managed as WACP abandoned waste in accordance with Section 3.5.4.

Recology provides RMJ and Gigantic 3 personnel with training concerning the identification of prohibited wastes and appropriate response measures.

#### **4.2 Curbside Recycling Program**

The City, Golden Gate and Sunset Scavenger provide a comprehensive residential recycling program for the residents of San Francisco. The Program includes a combination of curbside or household pick-ups, drop-off centers, and buy-back centers

Collection of materials from the curbside program is the responsibility of Sunset Scavenger and Golden Gate. Paper, cardboard, glass, aluminum, tin, and plastic containers are collected as part of this program, as well as empty metal paint and aerosol cans.

##### Management of Prohibited Waste

All curbside drivers and material handlers are trained by WACP staff in the identification and management of prohibited wastes. Whenever prohibited wastes are identified by the drivers, they affix a Garb Tag to the prohibited waste explaining why the waste was refused and informing residents that household hazardous wastes should be delivered to the HHWCF.

Since the original contract was signed, the City, Golden Gate and Sunset Scavenger have modified the procedures for handling prohibited wastes that are inadvertently collected during curbside recycling program operations and delivered to Recycle Central. Such wastes are transferred to the HHWCF for further management as household hazardous waste in accordance with HHWCF procedures, provided that the following criteria are met:

- The containers in which the hazardous wastes are found are 1 gallon or less in volume.
- No more than 15 gallons or 125 pounds shall be transferred per month.
- The containers in which the hazardous wastes are found are of the type that can be purchased by the general public for home use through retail outlets.

Wastes which do not meet the criteria set forth above shall be transferred to the HHWCF for management as WACP abandoned waste, according to the procedures described in Section 3.5.4. Records are maintained of wastes transferred to both the HHWCF and the WACP programs.

Outreach is extended to Small Business Recycling customers who recycle through the curbside program to ensure they are informed that hazardous wastes must not be placed in recycling containers.

#### **4.3 Very Small Quantity Generator Program**

In conjunction with the City, Recology operates a Very Small Quantity Generator (VSQG) Program for businesses that generate less than 100 kilograms (about 27 gallons, or 220 pounds) of hazardous waste per month. These businesses are also referred to as Conditionally Exempt Small Quantity Generators (CESQG). San Francisco based CESQGs can call Recology to schedule an appointment to bring their wastes to the HHWCF on special VSQG Collection Days, held twice a month on a day when the HHWCF is not open for normal residential service. VSQG businesses typically include painting contractors, small auto repair and body shops and printers.

The City signs the shipping manifests for the off-site treatment and disposal of hazardous wastes brought to the HHWCF as part of the VSQG program.

#### **4.4 Waste Reduction Assistance Program**

The City's Department of the Environment (SFE) works with San Francisco businesses and City agencies to implement a Waste Reduction Assistance Program. This program may include:

- Conducting workshops to inform small quantity generators about waste minimization technologies
- Performing waste audits
- Developing checklists for performing self waste audits
- Developing a prioritized list of waste reduction options
- Developing ways to monitor the effectiveness of the program. WACP staff and the City coordinate their efforts to provide small quantity generators with information concerning the minimization and disposal of hazardous waste.

Outreach to the general public regarding waste minimization strategies is also done routinely by SFE.

#### **4.5 One-Day Household Hazardous Waste Collection Events**

Occasionally, Recology will hold a One-Day Household Hazardous Waste Collection for residents and other unique audiences (e.g. boat owners) who might not otherwise use the HHWCF. These temporary events are held at various locations throughout San Francisco and on Treasure Island.

#### **4.6 Door-to-Door Hazardous Waste Collection Program**

In order to make HHW recycling and disposal convenient for non-driving residents, Recology and the City have implemented an appointment-based home collection service of household hazardous waste. Residents schedule home pickups with dedicated HHW customer service representatives. Hazardous wastes may not be left unattended for pick-up; residents must be present when their waste is picked up. Waste collected from homes is delivered to and processed at the HHWCF.

#### **4.7 Retail Household Hazardous Waste Collection Sites**

In addition to the Door-to-Door Program, Recology and the City provide increased convenience for hazardous waste recycling and disposal via the extensive retail-based collection program. Currently, more than 120 neighborhood-based retail stores serve as collection sites for a variety of hazardous products including: latex paint, used motor oil and filters, fluorescent lights, household-type batteries, empty propane tanks and mercury thermometers.

Retail sites are served by the same trucks that collect waste through the Door-to-Door Program. Waste collected from retail sites is delivered to and processed at the HHWCF.

#### **4.8 San Francisco Safe Needle Disposal Program**

The San Francisco Safe Needle Disposal Program (SFSNDP) is the culmination of efforts by Recology, the City, and local hospitals and advocacy groups to remove potentially dangerous needles from the household waste stream. Under this program, San Francisco residents can pick up a free sharps container at over 70 participating locations in the City, including Walgreens pharmacies, Kaiser, and General Hospital. After the sharps container is filled, it can be dropped off at any one of these locations for free disposal. The program currently gives out 20,000 sharps containers and disposes of approximately 3 million needles a year.

### **5.0 HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

#### **5.1 Purpose**

On January 21, 1988, the City and Recology opened the Household Hazardous Waste Collection Facility (HHWCF) as a pilot program. The HHWCF offers the community a safe program for disposing of a variety of household hazardous wastes. Due to the success of this program, the program was made permanent. Some of the benefits of the HHWCF are:

- Provide San Francisco residents with the opportunity to dispose of small quantities of household hazardous waste
- Develop data regarding the magnitude of the household hazardous waste problem
- Assist in determining permanent and long-term waste management options
- Reduce the potential for injuries to sanitation workers
- Allow examination of the solid waste stream for development of waste reduction or recycling programs

## **5.2 Operations**

The HHWCF is located immediately next to the ADRA (see maps in Appendix 1). Information on the management procedures at the HHWCF is detailed in the 2011 Household Hazardous Waste Collection Facility Operations Plan. A copy of the Plan is on file at the HHWCF.

The HHWCF currently operates under general Permit-by-Rule provisions administered by CUPA. In addition, the HHWCF is required to abide by a Hazardous Materials Storage Permit, which sets waste storage parameters and limits.

## **6.0 Program Management and Personnel**

### **6.1 Management Structure**

The WACP is managed by the WACP Manager under the direction of the San Francisco Regional Manager of Recology. The WACP Manager reports to the Regional Manager on the status and effectiveness of the program and on any proposed modifications to the program.

Prior to implementation, the WACP document was submitted to the San Francisco Board of Supervisors and to the Refuse Collection and Disposal Rate Board (Rate Board) for approval. The Rate Board is responsible for reviewing any material changes in the WACP, to the extent such changes require additional expenditures which affect Recology's maximum lawful rate for refuse disposal.

Administration of the City's participation in the WACP rests primarily with the City's Department of the Environment (SFE). The participation of SFE includes:

1. Coordination of the participation of other City offices in the WACP (e.g. the Departments of Public Health, Department of Public Works, the City Attorney's Office, etc.).
2. Development and coordination of enforcement efforts relating to prohibited wastes identified as a result of the WACP
3. WACP program inspections, review, and assessment
4. Development of additional WACP programs, as appropriate, in cooperation with Recology.

### **6.2 Responsibilities of Waste Acceptance Control Program Staff**

The WACP staff consists of a Manager, supervisor, specialists, technicians, coordinators, and other work crews. A description of the WACP staff is presented below.

#### Regional Manager

Is responsible for the overall management of Recology, including the HHWCF and the WACP.

#### WACP Manager

Oversees staff and operations of the WACP in areas of employee training and load checking; plans and develops new programs; attends City/company meetings; fosters good relations with Little Hollywood Neighborhood, maintains WACP budget; compiles

data and produces reports; supports VSQG, HHWCF and hazardous waste One-Day events as necessary; responds to hazardous waste incidents on and off property during all hours as member of Hazardous Materials Emergency Response Team.

WACP Union Lead Man

Coordinates WACP operations and Recology and directs union work crews who conduct load checking; develops and implements effective methods of waste inspection; develops load checking schedules; supports VSQG, HHWCF, and hazardous waste One-Day events as necessary; responds to hazardous waste incidents on and off property during all hours as member of Hazardous Materials Emergency Response Team.

Chemist Specialist

Analyzes unknown wastes abandoned on property or found through load checking; packages WACP abandoned waste designated for disposal; maintains WACP drum inventories and shipment files; prepares WACP profile sheets and manifests; analyses all unknown wastes; schedules shipments; backs-up load checking; supports VSQG, HHWCF, and hazardous waste One-Day events as necessary; responds to hazardous waste incidents on and off property during all hours as member of Hazardous Materials Emergency Response Team.

Specialist

Prepares and tracks necessary permits; monitors operations for compliance with all environmental laws and regulations; assists customers with waste profiling and disposal of special wastes; conducts weekly WACP and hazardous materials inspections; administers respiratory protection program; supports VSQG, HHWCF, and hazardous waste One-Day events as necessary; responds to hazardous waste incidents on and off property during all hours as member of Hazardous Materials Emergency Response Team.

Technician

Traces waste found through load checking on property to the generator; contacts generator and arranges for collection of waste; informs generator of options to properly manage waste; stores and inventories waste awaiting collection by generator; maintains computer data base of loads checked and the amount of prohibited waste found; participates in public outreach events; conducts random load inspections; properly stores waste that is abandoned on property; inspect compacted loads; neutralizes beverages for discharge into sanitary sewer; supports VSQG, HHWCF, and hazardous waste One-Day events as necessary; responds to hazardous waste incidents on and off property during all hours as member of Hazardous Materials Emergency Response Team.

Hazardous Waste Training

A WACP employee trains employees of the San Francisco Garbage Companies about how to identify hazardous waste, how it may endanger their health and safety, the procedures to follow if found, and the programs in place for its management. Additional OSHA required hazardous waste training is provided by regional company safety departments.

VSQG/One-Day Collection Event Coordinator

Advises customers of hazardous waste generator requirements and waste disposal options for hazardous and prohibited wastes; makes VSQG Day appointments; generates and mails collection day paperwork to customers; supervises hazardous waste staff during VSQG collection days; ensures proper classification and storage of collected wastes; maintains VSQG database; produces monthly and quarterly reports; interacts with local and State agencies; produces and distributes flyers for One-Day events; writes operations plans; notifies agencies; interacts with City and collection event site representatives; responds to hazardous waste incidents on and off property during all hours as member of Hazardous Materials Emergency Response Team.

#### Work Crew

Employees with responsibilities under the Waste Acceptance Control Program include the following work crew:

- Scalehouse weighmasters
- Material Handlers: PDRA, iMRF, ADRA, RC
- Loader Operators
- Transfer Station Sweepers
- Dozer Operators
- Transfer Station Crane Operators

These positions provide an opportunity for examination of the waste stream for prohibited wastes at various control points throughout the facility. Typical WACP responsibilities of the work crew include the following:

Scalehouse Weighmasters are responsible for checking incoming loads at the scalehouse for potentially prohibited wastes. This includes questioning the driver about the contents of the load. If prohibited wastes are suspected, customers are notified that those materials are unacceptable. Because the visual observation of incoming loads is hindered by the mandatory tarping requirement, additional checks are needed. See below.

Material Handlers oversee the unloading of vehicles, sort wastes for recyclable materials, and assist with directing traffic when needed. Any potential prohibited materials detected are returned to the customer in accordance with procedures approved by the City. Sort line material handlers identify and segregate prohibited wastes found on sort lines at the iMRF, PDRA, and RC. If the source of prohibited waste is unknown, the material is held for examination and management by the WACP staff.

Load checking is undertaken by a lead man from Recology's material handlers, under the supervision of WACP technicians. The responsibilities include inspecting incoming loads of solid waste; identifying and removing hazardous and prohibited waste found; returning waste to the generator where possible; preparing load checking documentation; identifying waste with date and time of arrival and source; storing used oil received for recycling. The material handlers keep the WACP staff informed of their load checking activities and their load checking documentation is passed on to WACP staff.

Loader Operators push waste on tipping floors at the PDRA, iMRF, Transfer Station, ADRA, and Recycle Central. They also load sort lines and debris boxes. Loader operators are located high above the tipping floors and have a good vantage point from

which to observe improperly disposed of prohibited wastes. Operators can contact WACP and segregate large amounts of potentially prohibited material from the waste stream.

Transfer Station Sweepers observe incoming loads at the transfer station. They direct traffic within the Transfer Station and watch for potentially prohibited materials or recyclable materials as they are dumped into the pit.

Dozer Operators view the tipping of wastes into the pit. They use dozers to compact and load the waste into the transport trucks. The operator is able to contact WACP and segregate large amounts of potentially prohibited material from the waste stream.

Transfer Station Crane Operators observe the tipping of wastes into the pit and watch the material as it is being loaded into transfer trailers. From this position, the operator may contact WACP and use the crane to pull potentially prohibited materials and recyclable items from the waste stream for appropriate handling.

WACP staff supervise and guide work crews in carrying out their obligations under the WACP. Additional support is provided as needed.

## **7.0 EMPLOYEE TRAINING**

Training for the WACP is tailored to suit each employee according to his or her respective responsibilities under the program. In general, the minimum training required for the various program participants is as follows:

### Work Crew

- These SFSWTRC personnel receive initial training by the WACP staff in identifying prohibited wastes. Additional or refresher training is under the supervision of the General Manager.
- Training for these personnel include: (1) procedures for identifying prohibited materials and containers, including asbestos, PCBs, caustics, solvents, flammables, medical wastes, etc, and (2) notification and response procedures.

### WACP Technicians

- The Technicians receive the above initial training and, training in the following: (1) education in the effects of hazardous substances on human health and the environment, (2) an overview of relevant regulations and definitions of prohibited waste, (3) waste-handling procedures, (4) procedures and equipment for safety and emergency response, (5) personal protective equipment, and (6) recordkeeping.
- The Technicians receive OSHA 40-Hour Hazardous Waste Operations Training shortly after hire.
- The Technicians are typically given annual in-house refresher training. Additional training is to be provided on an "as-needed" basis.

### WACP Manager



- The WACP Manager and Supervisor receive the above training, in the following: (1) waste characterization analysis, (2) methods for the containment and removal of prohibited materials, (3) identification and classification of prohibited materials, and (4) regulatory reporting requirements.
- The WACP Manager and/or Supervisor periodically may attend refresher courses offered by colleges or universities, consulting firms, or professional hazardous waste management organizations. They also may attend waste management conferences at the discretion of the General Manager of Recology.

Full-time WACP staff are required to undergo a medical evaluation prior to starting work and thereafter on a yearly basis.

## **8.0 EMERGENCY RESPONSE**

### **8.1 Emergency Assistance from Agencies**

The WACP staff evaluates all emergency situations and seeks assistance from emergency-response agencies, as needed. Agencies that may be called upon for assistance, depending on the extent of the emergency, include the following:

- California Highway Patrol
- CHEMTREC (Chemical Transportation Emergency Center)
- HAZMAT Emergency Response Unit of the San Francisco Fire Department
- Poison Control Center
- San Francisco Fire Department
- San Francisco General Hospital (Emergency)
- San Francisco Department of Public Health
- San Francisco Police Department
- California Department of Public Health Radiologic Health Branch

### **8.2 Emergency Procedures**

Emergency response procedures are undertaken by trained WACP staff, or the Recology work crews (in the event of a release of prohibited or hazardous materials or other emergency situations not involving prohibited material). If necessary, public agencies with responsibilities for emergency response may also be called upon for assistance. Current WACP staff have received 32-hour Incident Command System Training.

Although specific response actions depend on actual hazard conditions, the general actions undertaken in the event of a release or an emergency include the following:

- Removal of unauthorized persons from the area until cleanup has been completed
- Notification of response personnel and/or relevant public agencies

- Immediate response by trained personnel properly equipped with protective devices
- Mitigation of the hazard
- Containment and removal of the waste from the area
- Documentation of the incident

A copy of the Recology Company Emergency Response Plan is filed with CUPA, covering basic evacuation and emergency response procedures. A more detailed plan, specifically tailored to hazardous waste incident responses, has been incorporated into the HHWCF Operations Plan for the hazardous waste staff.

### **8.3 Emergency Equipment**

A variety of emergency and safety equipment is located throughout the property, including fire hoses, fire extinguishers and, emergency alarms. The following emergency equipment is available at the HHWCF and is checked weekly to insure that equipment is present and operational:

- Running water and hoses
- Fire extinguishers
- Communication equipment
- First aid kit
- Safety shower/eyewash
- Personal protection equipment
- Hazard characterization kit (i.e., WICT)
- Hazardous waste containers
- Noncombustible absorbent material
- Barrier cones and caution tape to barricade an area
- Plug and dike material
- Absorbent pads and pillows
- Decontamination solutions
- Hazardous materials recovery containers with lids
- Plastic tarps
- Aluminum shovels
- Brooms
- Plastic bucket
- Drum pump
- Carts and tubs
- Basic tool box
- SCBAs
- Draeger air monitors
- Handheld radiation monitors

The following emergency equipment is available to the WACP staff and is part of the regular inventory used to supply the hazardous materials response van:

- Absorbent material
- Fire extinguishers

- Communication equipment
- First aid kit
- Personal protection equipment
- Hazard characterization kit (e.g., WICT)
- Plastic bags

## 9.0 RECORDKEEPING

The WACP program generates a variety of records, including those required by applicable regulations and operating permits. Such records are maintained by WACP staff in compliance with applicable regulatory requirements. In addition, they provide a data base for use in evaluating the WACP program.

Records compiled as a result of WACP activities are available to the appropriate City agencies upon request.

Records maintained by the WACP staff include:

- Permits and variances
- Surveillance / waste inspection documentation
- Incident records
- Training records
- Hazardous waste shipment records

A brief description of the nature of selected records and/or reports is presented below.

### Permits and Variances

Copies of all applicable permits and variances are maintained by WACP staff where necessary.

### Surveillance / Waste Inspection Documentation

Site surveillance and waste inspections are documented by WACP staff. Facility records of surveillance and inspections include, but are not limited to the following information:

- Date
- Time of inspection
- Location at which the inspection was conducted
- Name of hauling firm or vehicle identification
- Address and phone number of source, if known
- Type of business, if known
- Type of prohibited waste identified
- Type of alleged activity at issue (e.g. dumping, leaking, spillage)
- Brief summary of the incident.

These records are stored in a computer database especially designed to meet the needs of the WACP. Surveillance/waste inspection activities are summarized monthly and are made available to City agencies. In addition, WACP staff maintain a list of customers who repeatedly attempt to dispose of prohibited wastes in the municipal waste stream.

Appropriate action is taken by the City and Recology when customers repeatedly fail to observe established protocols.

#### Incident Records

Records of any emergency or special incident are maintained for at least 3 years, or for any other minimum retention period required under applicable law, whichever is longer.

#### Training Records

As described in the Employee Training Section (7.0), the WACP staff and work crew are required to successfully complete a training program with periodic refresher training.

Training records documenting the successful completion of this program are maintained at the Recology offices for a period of 3 years. Training session records identify:

- Topics covered
- Date of the training session
- Length of the course
- Instructor's name and title
- Employee's names and job titles
- Documentation by the trainer of successful completion.

See Appendix D for an example of the training records.

#### Hazardous Waste Shipment Records

All records pertaining to the shipment of hazardous waste that was found through WACP activities are kept on file at Recology. The records include waste profiles, shipment manifests, drum inventories and results from any analysis including WICT results conducted on different wastes.

## **10.0 PROGRAM ASSESSMENT**

The following assessment procedures are recommended: (1) periodic evaluation of the WACP by the City and Recology, (2) periodic review of WACP records and activities, and (3) comparison evaluation with other community programs, and (4) cost assessments.

The City and Recology also meet regularly to develop additional means for evaluating the surveillance, inspection, and management of prohibited wastes by the WACP. Such evaluation forms a part of the City's assessment of the WACP. For example, the City, with the assistance of Recology, may design, develop and review studies concerning: (1) the disposal of prohibited wastes in the compacted waste stream and, (2) the efforts of Recology's major customers to identify and remove prohibited wastes from the compacted waste stream. (If these studies result in major costs, approval of the San Francisco Collection and Disposal Rate Board may be required.) Such studies may be used by the City to make recommendations to Recology regarding the training programs that Recology provides to its major customers.

### **10.1 Periodic Evaluation of WACP**

The City and Recology meet periodically to discuss the status of the program and the need, if any, for substantive revisions to WACP procedures. Periodic evaluation is conducted according to the guidelines set out in Section 1.1.

### **10.2 Review of WACP Records and Activities**

In order to determine that Recology has materially complied with the WACP, the City may conduct reviews of the WACP, including but not limited to, review of the records and forms maintained in accordance with the WACP and observation of activities carried out pursuant to the WACP. This review is similar to the City's periodic review of the HHWCF. The City has access to files and records generated by the WACP staff pursuant to the WACP. Records are checked for completeness and accuracy. After each review, Recology shall be deemed to have complied in all material respects with the WACP for the current timeframe. Recology is notified in writing within twenty-five (25) calendar days of the being reviewed that it has failed to comply with the WACP in a material way. The particular alleged material failure, if any, shall be identified and explained. In the event that (1) the City determines that there has been a material failure to comply with the WACP, and (2) Recology disagrees with that determination, the City's determination shall be submitted to arbitration for resolution. The determination of the arbitrator, which shall be selected jointly by the City and Recology, shall be final and binding. The burden of proof of compliance rests on Recology in any arbitration proceeding.

If it is ultimately determined pursuant to the provisions of the foregoing paragraph that Recology has materially failed to comply with the WACP, the question of whether such failure directly and proximately causes a claimed liability for which Recology seeks reimbursement pursuant to the Facilitation Agreement shall be left to proof at the time such a claim arises.

### **10.3 Assessment of Enforcement Programs**

As part of its assessment of the WACP, SFE staff consults with Recology to determine whether existing enforcement programs adequately support Recology's efforts to identify and obtain the cooperation of generators who improperly dispose of prohibited wastes in the municipal solid waste stream. Where appropriate, as determined by SFE staff, the development of additional programs or interdepartmental procedures to improve the City's enforcement efforts is proposed. SFE also recommends to the appropriate enforcing authorities or legislative bodies additional programs or laws that it determines are desirable to support the City's and Recology's efforts with respect to the WACP.

### **10.4 WACP Cost Assessment**

The WACP program assessment also includes a periodic review of operating costs. This review may include an examination of the cost-effectiveness of various WACP activities if the costs of such activities are readily quantifiable. Changes to the WACP are evaluated to determine which of the following potential impacts on costs might occur: (1) minor cost changes with no significant impact on collection rates, (2) significant changes with no impact on collection rates, and (3) significant changes that would require a rate increase.

As provided for in the Facilitation Agreement, all costs incurred in connection with the transportation, processing and disposal of prohibited wastes, including but not limited to, potential investigative and remedial costs arising out of environmental responses required by local, state or federal law, are to be included in operating expenses for Recology for rate-making purposes or, if the cost is extraordinary, reimbursed directly to Recology from the Reserve Fund, established pursuant to paragraph 5 of the Facilitation Agreement, so long as Recology has materially complied with the WACP.

Access to the Reserve Fund shall be allowed in the same manner established for access to the impound account previously created by the Rate Board for other funding purposes.



**City and County of San Francisco  
Department of the Environment  
1455 Market Street, Suite 1200  
San Francisco, CA 94103**

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of May 1, 2016, in San Francisco, California, by and between **Recology San Francisco**, a California corporation ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Department of the Environment.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to adjust the initial disposal fees authorized under the Agreement;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term "Agreement" shall mean the Landfill Disposal Agreement, dated July, 22, 2015, between Contractor and City.

**1b. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**a. Appendix A, Initial Fees.** Appendix A establishes the initial disposal fees authorized under the Agreement.

**Such Appendix is hereby amended to reflect the following:**

- Modification of the amount of the Landfill Operations component of those fees.

A revised Appendix A-1 is attached to this Amendment and incorporated by reference as though fully set forth herein. The attached Appendix A-1 supersedes all prior versions of Appendix A.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

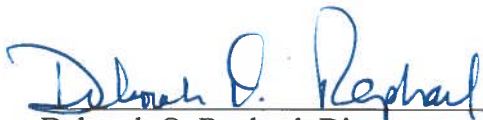


4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

Recommended by:

  
\_\_\_\_\_  
Deborah O. Raphael, Director  
Department of the Environment

**CONTRACTOR**


Recology San Francisco


  
\_\_\_\_\_  
Michael J. Sangiacomo  
President and Chief Executive Officer

City vendor number: 15452

Approved as to Form:

Dennis J. Herrera  
City Attorney

By:   
\_\_\_\_\_  
Thomas J. Owen  
Deputy City Attorney

**Recology.**  
Reviewed by:  
  
\_\_\_\_\_  
Legal

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**Appendix A-1 (5/1/2016)**  
**Initial Fees**

**SOLID WASTE FEE**

The per-ton disposal fee at the Landfill and Back-Up Landfill for all Solid Waste (other than Organics-Free Waste) tonnages (the "Solid Waste Fee") will be:

Landfill Operations (2015 dollars)	\$23.58
Governmental Fees (all in 2014 dollars)*:	
County Solid Waste Business License Fee*	\$4.95
County Solid Waste Disposal Facilities Fee*	\$1.03
Solano County Waste Mitigation Fee*	\$0.21
CalRecycle AB939 Fee*	<u>\$1.40</u>
<b>TOTAL FEE</b>	<b>\$31.17</b>

**ORGANICS-FREE WASTE FEE**

The per-ton disposal fee at the Landfill or Back-Up Landfill for all Organics-Free Waste tonnages (the "Organics-Free Waste Fee") will be:

Landfill Operations (2015 dollars)	\$23.28
Governmental Fees (all in 2014 dollars)*:	
County Solid Waste Business License Fee*	\$4.95
County Solid Waste Disposal Facilities Fee*	\$1.03
Solano County Waste Mitigation Fee*	\$0.21
CalRecycle AB939 Fee*	<u>\$1.40</u>
<b>TOTAL FEE</b>	<b>\$30.87</b>

**BENEFICIAL USE MATERIAL FEE**

The per-ton tip fee at the Landfill or Back-Up Landfill for all Beneficial Use Material tonnages (the "Beneficial Use Material Fee") will be:

Landfill Operations (2015 dollars)	\$21.33
Governmental Fees (2014 dollars)*	<u>\$0.00</u>
<b>TOTAL FEE</b>	<b>\$21.33</b>

\* Figures shown are for Solano County and apply to the Landfill only. For the Back-Up Landfill, Governmental Fees imposed on or applicable to such landfill will apply instead.

**From:** [Trejo, Sara \(MYR\)](#)  
**To:** [BOS Legislation, \(BOS\)](#)  
**Cc:** [Paulino, Tom \(MYR\)](#); [Sheehan, Charles \(ENV\)](#); [Macy, Jack \(ENV\)](#); [Jue, Tyrone \(ENV\)](#); [Sweiss, Joseph \(MYR\)](#)  
**Subject:** Mayor -- Resolution -- Landfill Disposal Agreement  
**Date:** Tuesday, May 21, 2024 2:33:06 PM  
**Attachments:** [First Amendment to Landfill Agreement Final 5.1.2016.pdf](#)  
[Landfill Disposal Agreement 2nd Amendment \(term extension\) Final Draft - 5.14.24.docx](#)  
[Landfill Agreement Executed 7 22 2015.pdf](#)  
[Board Resolution for Landfill Disposal Agreement Extension - Final Draft.docx](#)

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Hello Clerks,

Attached is a Resolution approving under Charter Section 9.118 the extension of the Landfill Disposal Agreement with Recology San Francisco as authorized under the current Landfill Disposal Agreement for a period of six (6) years, or an additional 1.6 million tons of waste have been disposed under the Agreement, whichever comes first.

Best regards,

**Sara Trejo**

Legislative Aide  
Office of the Mayor  
City and County of San Francisco  
415.554.6141 | [sara.trejo@sfgov.org](mailto:sara.trejo@sfgov.org)