

**City of Wildomar
Franchise Subcommittee
Mayor Ben Benoit & Councilmember Marsha Swanson**

February 23, 2022, 3:00 p.m.

Pursuant to Assembly Bill 361, this meeting will be held through a hybrid format of in-person attendance and/or virtual attendance via videoconferencing:

Wildomar City Council Chambers
23873 Clinton Keith Road Ste 106
Wildomar, CA 92595

Join Zoom Meeting:
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or
Dial in: 1 (669) 900 6833
Webinar ID: 834 9301 5464

Given health and safety concerns, in person seating availability may be limited, and the meeting format may be changed to full remote via videoconferencing. Please refer to the City's website for information regarding the format of the meeting, updates if the meeting is changed to a full remote via videoconferencing format, and details on how to participate: www.cityofwildomar.org

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

1. Waste Hauler Issues

RECOMMENDATION: Staff recommends that the Subcommittee review and discuss the following issues related to the City's Waste Haulers-CR&R and Waste Management:

1. Fifth Amendment to the Franchise Agreements with both CR&R and Waste Management.
2. Pending rate increase on Commercial customers related to SB 1383 Organics Ordinance and Program.

3. Merits of retaining R3 to consult on various items associated with the current waste hauler agreements and estimating the valuation of each agreement.
4. Reports from the waste haulers that are due to the city on a quarterly basis.
5. City-wide street sweeping.
6. Other issues as determined by the Franchise Subcommittee.

ADJOURNMENT

Instructions for Electronic Participation

Please Note: During the meeting all participants videos will be turned off during the entire meeting and you will be placed on Mute by the host. You will not be able to mute or unmute your lines manually. The host will unmute your line when you are called to speak.

1. Log in or call into ZOOM via desktop/laptop, smartphone or telephone. You must download the ZOOM app to access the link from an Apple smartphone or IPAD.
2. During Public Comment not on the agenda and after each Agenda Item, the members will announce Public Comment. If you would like to speak, please raise your hand virtually to be placed in the queue.
3. When your name or the last 3 digits of your phone number are called, the host will unmute you. Public Comments will be limited to 3 minutes or such other time as the Council may provide.

Directions to virtually raise hand on a DESKTOP/LAPTOP:

- At the bottom of the list, please click on the grey “Raise Hand” button.

Directions to virtually raise hand on a SMARTPHONE:

- Look for the “Raise Hand” button on the screen and click the button.

Directions to virtually raise hand on a TELEPHONE line only:

- Dial *9 on your keypad to signal that you would like to comment. When the Host unmutes you, Dial *6 to unmute.

The Subcommittee will receive public comments regarding any items or matters within the jurisdiction of the governing body. If you wish to speak, please complete a “Public Comment Card” available at the Chamber door. The completed form is to be submitted to the City Clerk prior to an individual being heard. Lengthy testimony should be presented in writing (10 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker.

REPORTS: All agenda items and reports are available for review at City Hall, 23873 Clinton Keith Road and on the City's website at the following address: http://www.cityofwildomar.org/government/agendas___minutes

If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at 951-677-7751, no later than 10:00 a.m. on the day preceding the scheduled meeting.

I, Janet Morales, Wildomar City Clerk, do certify that at least 72 hours prior to the meeting, a true and correct copy of this agenda was posted at Wildomar City Hall, 23873 Clinton Keith Road; U.S. Post Office, 21392 Palomar Street; Wildomar Library, 34303 Mission Trail Blvd; and on the City's website at www.cityofwildomar.org.



Janet Morales, CMC
City Clerk

Dated: February 17, 2022

CITY OF WILDOMAR – FRANCHISE SUBCOMMITTEE
Agenda Item #1
Meeting Date: February 23, 2022

TO: Subcommittee Members Benoit and Swanson

FROM: Dan York, City Manager

SUBJECT: Waste Hauler Issues

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Subcommittee review and discuss the following issues related to the City's Waste Haulers-CR&R and Waste Management:

1. Fifth Amendment to the Franchise Agreements with both CR&R and Waste Management.
2. Pending rate increase on Commercial customers related to SB 1383 Organics Ordinance and Program.
3. Merits of retaining R3 to consult on various items associated with the current waste hauler agreements and estimating the valuation of each agreement.
4. Reports from the waste haulers that are due to the City on a quarterly basis.
5. City-wide street sweeping.
6. Other issues as determined by the Franchise Subcommittee.

DISCUSSION:

Review and discuss issues related to the waste haulers.

ATTACHMENTS:

1. Fifth Amendment of Franchise Agreement-CR&R
2. Fifth Amendment of Franchise Agreement-Waste Management
3. Quarterly reports available from CR&R and Waste Management

**FIFTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF
WILDOMAR AND CR&R INCORPORATED FOR THE
COLLECTION AND TRANSPORTATION OF SOLID WASTE AND
OTHER SPECIFIED SERVICES**

This Fifth Amendment to Agreement between the City of Wildomar and CR&R Incorporated for the Collection and Transportation of Solid Waste and Other Specified Services ("Fifth Amendment") is entered into this 15 day of December, 2021 by and between the City of Wildomar, a California general law city and municipal corporation ("City") and CR&R Incorporated, a California corporation ("Franchisee").

RECITALS

WHEREAS, on or about June 10, 2009, the City and Franchisee entered into an Agreement for the Collection and Transportation of Solid Waste, Recyclable Materials, Green Waste, Construction Debris and Other Specified Services, which has been amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment (individually and collectively, the "Agreement"); and,

WHEREAS, the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement aggressive integrated waste management programs. The State has, through enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000, et seq.) and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed; and,

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, solid waste facilities, and other entities to support achievement of State-wide organic waste disposal reduction targets; and

WHEREAS, regulations implementing SB 1383 require the City to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to the Franchisee, acting as the City's designee, and Franchisee desires to take on these responsibilities; and

WHEREAS, City and Franchisee desire to amend the Agreement as set forth herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this Fifth Amendment as follows:

1. DEFINITIONS.

1.1 Section 2 (Definitions) of the Agreement is amended to delete the definitions of “Compost,” “Compost Facility,” “Extremely Hazardous Waste,” “Solid Waste Facility,” and “System Facility.”

1.2 Section 2 (Definitions) of the Agreement is amended to add or amend, as applicable, the following definitions:

“Back-Haul” means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

“Blue Container or Lid” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials (SSBCOW).

“California Code of Regulations” or **“CCR”** means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR, Division 7, Chapter 12” refers to Title 14, Division 7, Chapter 12 of the California Code of Regulations).

“CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions and other regulated entities.

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

“Compostable Plastics” or **“Compostable Plastic”** means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

“Diversion (or any variation thereof including “Divert”) means activities which reduce or eliminate Discarded Materials from Disposal, including, but not limited to, source reduction, Reuse, salvage, Recycling, and composting.

“Edible Food” means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety

requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

“Excluded Waste” means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Franchisee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Franchisee or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

“Facility” or “System Facility” or “Solid Waste Facility” means a Solid Waste Facility, as defined in Public Resources Code section 40194, that for the purposes of this Agreement is designated by the City to be used by the Franchisee for the processing, recovery and/or disposal of Solid Waste, including Recyclable Materials and Organic Waste.

“Food Recovery” means actions to collect and distribute food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

“Food Recovery Organization” means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- A. A food bank as defined in Section 113783 of the Health and Safety Code;
- B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

“Food Recovery Service” means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. [Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.]

“Food-Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Source Separated Food Scraps, Food-Soiled Paper, and Compostable Plastics. Food Waste is a subset of SSGCOW. Edible Food separated for Food Recovery shall not be considered Food Waste.

“Generator” means the owner or occupant of a premises, including residences or businesses, which initially produces Solid Waste, including Recyclable Materials and Organic Waste.

“Gray Container or Lid” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Gray Container Waste.

“Gray Container Waste” means Solid Waste that is collected in a Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5). [Gray Container Waste may specifically include carpet, and textiles.]

“Green Container or Lid” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste (SSGCOW).

“Hauler Route(s)” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

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

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

“Non-Compostable Paper” includes, but is not limited to, paper that is coated in a

plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

“Non-organic recyclables” or “Recyclable Material” means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43). Non-Organic Recyclables are a subset of Source Separated Recyclable Materials.

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

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

“Performance-based Compliance Approach” means the method of complying with the SB 1383 Regulations through implementation of a collection system, programs, and policies in accordance with 14 CCR, Division 7, Chapter 12, Article 17, or as otherwise defined by 18982(a)(52.5), and all associated requirements.

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

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

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

“Recycle” or “Recycling” means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them 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. Recycling includes processes deemed to constitute a

reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

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

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

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

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

“Solid Waste” has the same meaning as defined in PRC Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in PRC Section 40141.
- (2) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).
- (3) Medical waste regulated pursuant to the Medical Waste Management Act (Part 14, commencing with Section 117600, of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a solid waste Landfill, as defined in PRC Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to PRC, Division 30.

As used in this Agreement, Solid Waste includes Organic Waste and Recyclable Materials, unless the context clearly indicates otherwise.

“Source Separated” means materials, including commingled Recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for

the purpose of additional sorting or Processing those materials for Recycling or Reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Agreement, Source Separated shall include separation of materials by the Generator, Property Owner, Property Owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Gray Container Waste and other Solid Waste for the purposes of Collection and Processing.

"Source Separated Blue Container Organic Waste" or "SSBCOW" means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

"Source Separated Green Container Organic Waste" or "SSGCOW" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the Generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and SSBCOW.

"Standard Compliance Approach" means the method for complying with the SB 1383 Regulations through implementation of a collection system pursuant to 14 CCR, Division 7, Chapter 12, Article 3, and all associated program and policy requirements

"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Supermarket.
- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- C. Food Service Provider.
- D. Food Distributor.
- E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

"Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health facility with an on-site food facility and 100 or more beds.
- D. Large Venue.

- E. Large Event.
- F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

“Yard Trimmings” means types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal that the Generators Source Separate and set out in Green Containers for Collection for the purpose of Processing by the Franchisee.

2. **SCOPE OF FRANCHISE.** All references to “Green Waste” in Section 3 (Grant and Term of Exclusive Franchise) shall be changed to “Organic Waste.”

3. **OWNERSHIP OF WASTE.** All references to “Green Waste” in Section 6 (Ownership of Solid Waste) shall be changed to “Organic Waste.”

4. **FRANCHISE FEES.** All references to “Green Waste” in Section 15 (Franchise Fees) shall be changed to “Organic Waste.”

5. **PROCUREMENT.** A new paragraph E (Procurement) is added to Section 16 (Other Requirements) of the Agreement to read as follows:

“Franchisee agrees to coordinate and cooperate with the City to meet its Organic Waste produce procurement target, as required by SB 1383 Regulations.”

6. **CONTAINERS.** A new paragraph J (Container Requirements) is added to Section 5 (Services Provided by Franchisee) to read as follows:

“Franchisee shall use the Franchisee-provided Collection containers that are currently located at Generators’ premises or provide Generators with collection containers from Franchisee’s current inventory.

On or before January 1, 2022, (or if using Performance-based Compliance Approach, then until color compliant containers are provided), Franchisee shall place a label on the body or lid of each container that has been provided to a Generator that includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each container. Prior to ordering labels for containers, Franchisee shall submit a copy of its proposed label, proposed location(s) for placement of labels on each type of container, and its labeling plan to the City for approval.

No later than January 1, 2036, Franchisee shall provide all Generators with collection containers that comply with the container color requirements specified in this Agreement or as otherwise specified in the SB 1383 Regulations. If an existing container breaks or is otherwise rendered non-functional on or after January 1, 2022, the Franchisee shall replace the non-

functional container with a container that complies with the color requirements of the SB 1383 Regulations. Notwithstanding this paragraph, the Franchisee is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Agreement prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

7. **IDENTIFICATION OF FACILITIES.** A new paragraph K (Identification of Facilities) is added to Section 16 (Other Requirements) of the Agreement to read as follows:

“If using a Standard Compliance Approach, Franchisee shall identify the Facilities to which they will transport Organic Waste as required by the SB 1383 Regulations.”

8. **PROVIDED SERVICES.** Exhibit “A” (Provided Services) is amended in its entirety to read as shown in Exhibit A-1 to this 5th Amendment.

9. **DIVERSION SERVICES.**

9.1 Section 5, paragraph H (Diversion Services) is hereby deleted in its entirety from the Agreement.

9.2 Exhibit “H” (Diversion Services) is hereby deleted in its entirety from the Agreement.

10. **INDEMNIFICATION.** A new paragraph H is added to Section 8 of the Agreement to read as follows:

Franchisee’s duty to defend and indemnify herein includes payment of all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations are not met by the Franchisee with respect to Solid Waste collected under this Agreement, and such failure is: (i) due to the failure of Franchisee to meet its obligations under this Agreement, or, (ii) due to Franchisee delays in providing information that prevents Franchisee or City from submitting reports required by AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations in a timely manner. The foregoing indemnity is expressly conditioned upon the City’s implementation of required programs or activities, requested by the Franchisee, which are within the City’s authority and ability to implement and which would be effective as a means to increase diversion and maintain compliance with State regulations. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

11. **GENERAL PROVISIONS.**

11.1 Remainder Unchanged. Except as specifically modified and amended in this Fifth Amendment, the Agreement remains in full force and effect and binding upon the parties.

11.2 Integration. This Fifth Amendment constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements

between the parties with respect to all or any part of the transaction discussed in this Fifth Amendment.

- 11.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 11.4 Effective Date. This Fifth Amendment shall not become effective until January 1, 2022.
- 11.5 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Fifth Amendment.
- 11.6 References. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Fifth Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this Fifth Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment on the date and year first-above written.

CITY OF WILDOMAR


Daniel York
Assistant
City Manager

Daniel A. York

FOR

Gary Nordquist, City Manager

ATTEST:

Janet Morales


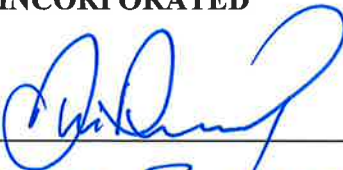
Janet Morales, City Clerk

APPROVED AS TO FORM


Tom Jex

Thomas D. Jex, City Attorney

CR&R INCORPORATED

By: 

DAVID RONNEBERG
Its: PRESIDENT
12/22/21

By: 

CLIFFORD R. RONNEBERG
Its: CHAIRMAN
12-22-21

EXHIBIT A-1

PROVIDED SERVICES

I. Three-Container Collection Program

A. General. Beginning January 1, 2022, Franchisee shall provide a three-container Collection program for the separate Collection of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste as specified in this Agreement, using containers that comply with the requirements of this Agreement and SB 1383 Regulations. Franchisee shall not knowingly Collect Blue, Green, or Gray Containers that include Prohibited Container Contaminants.

B. Source Separated Recyclable Materials Collection (Blue Container or Lid). Franchisee shall provide Blue Containers to Generators for Collection of Source Separated Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service. Franchisee shall transport the Source Separated Recyclable Materials to a Facility that recovers the materials designated for Collection, in accordance with SB 1383 Regulations.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), tin and bi-metal cans; and (ii) SSGCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber.

C. SSGCOW Collection (Green Container or Lid). Franchisee shall provide Green Containers to Generators for Collection of SSGCOW and shall provide SSGCOW Collection service. Franchisee shall transport the SSGCOW to a Facility in accordance with SB 1383 Regulations.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Trimmings, and Compostable Plastics. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees weighing no more than 50lbs, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal, provided all SSGCOW fits inside the Green Container with the lid closed and does not exceed 150 pounds.

Franchisee may Collect compliant Compostable Plastics in the Green Containers for Processing. At least two (2) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Franchisee shall provide written notification to the City whether the Facility can or cannot Process and recover these Compostable Plastics in accordance with SB 1383 Regulations. If the Facility can process and recover Compostable Plastics, and Franchisee elects to Collect Compostable Plastics in the Green Container, then Franchisee shall provide annual written notification to the City that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If the Facility

cannot process and recover Compostable Plastics, then Franchisee will not Collect Compostable Plastics in the Green Container. It is also understood that Franchisee proposes to process the City's organics through its Anaerobic Digester Facility (AD). AD Facilities do not accept compostable plastics at the current time.

Franchisee may require Generators to place Food Waste in plastic bags or other wrappings and put the bagged or wrapped Food Waste in the Green Container. At least two (2) months prior to the commencement of the use of plastic bags for the Food Waste program, Franchisee shall provide written notification to the City that allowing the use of bags does not inhibit the ability of the City to comply with SB 1383 Regulations, and that the Facility can Process and remove plastic bags when it recovers SSGCOW. Franchisee shall provide annual written notification to the City that the Facility has and will continue to have the capabilities to Process and remove plastic bags when it recovers SSGCOW. It is also understood that Franchisee proposes to process the City's organics through its Anaerobic Digester Facility (AD). AD Facilities do not accept plastic bags or other wrappings at the current time.

D. Gray Container Waste Collection. Franchisee shall provide Gray Containers or Lids to Generators for Collection of Gray Container Waste and shall provide Gray Container Waste Collection service. Franchisee shall transport the Gray Container Waste to a Facility in accordance with the SB 1383 Regulations. Franchisee may allow carpets, and textiles to be placed in the Gray Containers. Prohibited Container Contaminants shall not be Collected in the Gray Containers.

II. Contamination Monitoring

A. Route Reviews and Waste Evaluations.

Franchisee shall meet its SB 1383 Regulations contamination monitoring requirements commencing January 1, 2022, using either Route Reviews or Waste Evaluations; provided however, that if Franchisee complies with SB 1383 Regulations using a Performance-based Compliance Approach, it shall monitor containers using waste evaluations, as outlined herein:

Franchisee shall meet its SB 1383 Regulations contamination monitoring requirements commencing January 1, 2022, using route reviews as outlined herein:

1. Franchisee shall conduct Hauler Route reviews for Prohibited Container Contaminants in Collection Containers in a manner that is deemed safe by the Franchisee; is approved by the City; is conducted in a manner that results in all Hauler Routes being reviewed annually, and is consistent and in accordance with SB 1383 Regulations. Containers may be randomly selected along the Hauler Route. This Section should not be construed to require that every container on a Hauler Route must be sampled annually.

2. Upon finding Prohibited Container Contaminants in the container, Franchisee shall follow the contamination monitoring noticing procedures paragraph B.3 of this Section II.

3. Franchisee shall maintain all applicable records required under SB 1383 Regulations, and report to the City on a quarterly basis on contamination monitoring activities, route reviews and/or waste evaluations, and actions taken.

4. Notwithstanding the foregoing, this paragraph A shall not prohibit Franchisee from meeting its compliance requirements by any alternative methods or procedures, provided it complies with SB 1383, the SB 1383 Regulations, and/or any other applicable law, as may be amended from time to time.

B. Waste Evaluations

Alternatively, if Franchisee elects to perform Waste Evaluations, Franchisee shall, conduct waste evaluations that comply with and meet the requirements of 14 CCR Section 18984.5(c). The City maintains the right to observe, or hire a third party to observe, the waste evaluations.

1. Sampling Method, Study Protocols. The Franchisee shall conduct waste evaluations for Prohibited Container Contaminants by sampling the contents of Containers on Hauler Routes in the following manner:

a. If using a Standard Compliance Approach, Franchisee shall conduct waste evaluations at least twice per year and in two distinct seasons of the year in a manner that complies with the requirements of 14 CCR section 18984.5(c). If using a Performance-based Compliance Approach, Franchisee shall conduct waste evaluations at least twice per year for the Blue and Green Containers and at least once per quarter for the Gray Containers.

b. The Franchisee's waste evaluations shall include samples of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste.

c. The waste evaluations shall include samples from each Container type served by the Franchisee and shall include samples taken from different areas in the City that are representative of the City's waste stream.

d. The waste evaluations shall include at least the minimum number of samples specified in SB 1383 Regulations.

e. The Franchisee shall Transport all of the material Collected for sampling to a sorting area at a permitted solid waste Facility where the presence of Prohibited Container Contaminants for each Container type shall be measured to determine the ratio of Prohibited Container Contaminants present in each material stream by weight. To determine the ratio of Prohibited Container Contaminants, the Franchisee shall use the following protocol:

i. The Franchisee shall take one sample of at least a 200 pounds from the material Collected from each material stream for sampling.

ii. The 200-pound sample shall be randomly selected from different areas of the pile of Collected material for that material stream.

iii. For each 200-pound sample, the Franchisee shall remove any Prohibited Container Contaminants and determine the weight of Prohibited

Container Contaminants.

iv. The Franchisee shall determine the ratio of Prohibited Container Contaminants in the sample by dividing the total weight of Prohibited Container Contaminants by the total weight of the sample.

2. Contamination Response. If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Franchisee shall:

a. If using a Performance-based Compliance Approach, notify the City within fifteen (15) working days of the waste evaluation.

b. Within fifteen (15) working days of the waste evaluation, notify all Generators on the sampled Hauler Route of their requirement to properly separate materials into the appropriate Containers. The Franchisee may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, email, or electronic message to the Generators. The format of the warning notice shall be approved by the City.

c. If using a Performance-based Compliance Approach, Franchisee shall allow a representative of the City and/or CalRecycle to oversee its next scheduled quarterly sampling of the Gray Containers, upon request.

3. Material Exceptions. Organic Waste that is textiles, carpet, hazardous wood waste, human waste, pet waste, or material subject to a quarantine on movement issued by a County agricultural commissioner is not required to be measured as Organic Waste when calculating the amount of Organic Waste present in the Gray Container Waste.

B. Actions upon Identification of Prohibited Container Contaminants.

Upon finding Prohibited Container Contaminants in a Container, Franchisee shall follow the protocols set forth in this Section.

1. Record Keeping. The driver or other Franchisee representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Generator's address, type of container (Blue, Green, or Gray Container).

2. Courtesy Pick-Up Notices. Upon identification of Prohibited Container Contaminants in a Generator's container, Franchisee shall provide the Generator a courtesy pick-up notice. The courtesy pick-up notification shall: (i) inform the Generator of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Generator's requirement to properly separate materials into the appropriate containers, and the accepted and prohibited materials for Collection in the Blue Container, Green Container, and/or Gray Container; (iv) inform the Generator of the courtesy pick-up of the contaminated materials on this occasion with information that following three consecutive instances of Prohibited Container Contaminants

within a six-month time period, Franchisee may assess contamination Processing fees. Franchisee shall leave the courtesy pick-up notice attached to or adhered to the Generator's contaminated containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message.

3. **Notice of Assessment of Contamination Processing Fees.** If the Franchisee observes Prohibited Container Contaminants in a Generator's Container on more than three consecutive occasions within a six-month time period, and issued courtesy pick-up notices on each of those occasions, the Franchisee may impose a contamination Processing fee of \$35.00 (which will be adjusted annually pursuant to the same CPI Index used for annual rate adjustments). Franchisee shall notify the City in its quarterly report of Generators for which contamination Processing fees were assessed. Franchisee shall leave a contamination Processing fee notice attached to or adhered to the Generators' contaminated containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. The contamination Processing fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Generator will be charged a contamination Processing fee on its next bill. The format of the contamination Processing fee notice shall be approved by the City.

C. **Disposal of Contaminated Materials.** If the Franchisee observes Prohibited Container Contaminants in a Generator's Container(s), Franchisee may dispose of the Container's contents, provided Franchisee complies with the noticing requirements in subsection A above.

III. Education and Outreach

A. Franchisee shall, at its sole expense, create all applicable education materials and conduct all education programs and activities as provided by and in accordance with the SB 1383 Regulations. Franchisee shall cooperate and coordinate with the City on public education activities.

B. On or before February 1, 2022, the Franchisee shall develop a list of Food Recovery Organizations and Food Recovery Services operating within the City, maintain the list on the Franchisee's City-specific website, share the list with the City if the City wants to post the list on additional City websites, and update the list annually. The list shall include, at a minimum, the following information about each Food Recovery Organization and each Food Recovery Service:

1. Name and physical address;
2. Contact information;
3. Collection service area; and,
4. An indication of types of Edible Food the Food Recovery Service or Food Recovery Organization can accept for Food Recovery.

C. At least annually, the Franchisee shall provide Commercial Edible Food

Generators with the following information:

1. Information about the City's Edible Food Recovery program;
2. Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
3. Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
4. Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

D. The Franchisee may provide the information required above by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to commercial businesses.

E. Franchisee shall comply with all applicable public education and outreach record keeping and reporting requirements as provided by SB 1383 and the SB 1383 Regulations.

IV. Inspections and Enforcement

Beginning January 1, 2022, Franchisee shall assist the City with and/or conduct applicable inspections and enforcement, to the extent delegable, as required by SB 1383 Regulations. Franchisee shall maintain all applicable records from inspection and enforcement in accordance with SB 1383 Regulations. If using a Performance-based Compliance Approach, the city agrees it will only grant waivers if at least ninety percent (90%) of Single-Family Generators and ninety percent (90%) of Commercial Generators (including Multi-Family Generators) participate in the three-Container Collection program.

V. Generator Waiver Program Coordination

A. **General.** In accordance with SB 1383 Regulations and the City Code, the City may grant waivers (de minimis, physical space or Collection frequency) to Generators that impact the scope of Franchisee's provision of service for those Generators. Waivers issued shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11.

B. **Requests Submitted to Franchisee.** Generators may submit requests for de minimis waivers, physical space waivers, and Collection frequency waivers to the Franchisee. Franchisee shall within fifteen (15) working days review the Generator's waiver application and inspect the Generator's Premises to verify the accuracy of the application. Franchisee shall provide documentation of the inspection, including the Franchisee's recommendation to approve or deny the waiver request, and send this information to the City within five (5) working days of receipt of the Generator's waiver application for the City's review and approval. The City ultimately retains the right to approve or deny any application, regardless of the Franchisee's

recommendation. Franchisee shall report information regarding waivers reviewed on a quarterly basis.

C. Franchisee Change in Generators' Service Levels. When the City grants a waiver to a Generator, the City shall notify the Franchisee within fifteen (15) working days of the waiver approval with information on the Generator and any changes to the service level or Collection service requirements for the Generator. Franchisee shall have ten (10) working days to modify the Generator's service level and billing statement, as needed.

D. Reverification of Waivers. It shall be the responsibility of the Franchisee to verify that the Generators with de minimis, physical space constraint, or Collection frequency waivers continue to meet the waiver requirements set forth in this Section. Franchisee shall conduct such reverifications of waivers through inspection of each Generator's premises and review of applicable records at least once every five (5) years for de minimis and physical space constraint waivers. Franchisee shall maintain a record of each waiver verification and provide a quarterly report to the City documenting the waiver reverifications performed and recommendations to the City on those waivers that Franchisee concludes are no longer warranted. The City shall make a final determination of the waiver eligibility of Generators.

E. Franchisee Recordkeeping of Generators Granted Waivers. Upon Franchisee request, no more than two (2) times per year, the City shall provide Franchisee an updated listing of waivers approved by the City, including the Generators' names, mailing address, service address, and type of waiver. Franchisee shall maintain waiver-related records and report on waiver verifications, as required herein.

Certificate Of Completion

Envelope Id: 4699314170C343C7A88A0BE1DC962ACA

Status: Completed

Subject: Please DocuSign: 5th Amendment to Franchise Agreement - CRR - FINAL.doc

Source Envelope:

Document Pages: 18

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Janet Morales

AutoNav: Enabled

jmorales@cityofwildomar.org

Envelope Stamping: Enabled

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Holder: Janet Morales

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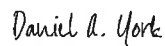
12/16/2021 3:05:42 PM

jmorales@cityofwildomar.org

Signer Events**Signature****Timestamp**

Daniel A. York

dyork@cityofwildomar.org



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Viewed: 12/16/2021 4:41:40 PM

ACM

Signed: 12/16/2021 4:41:57 PM

City of Wildomar

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
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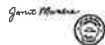
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Janet Morales

jmorales@cityofwildomar.org

City of Wildomar

Security Level: Email, Account Authentication
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Tom Jex

tjex@bwsllaw.com

City Attorney

Security Level: Email, Account Authentication
(None)

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Signed: 12/16/2021 5:29:51 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/16/2021 5:29:51 PM
Completed	Security Checked	12/21/2021 11:39:36 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Wildomar (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Wildomar:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jmorales@cityofwildomar.org

To advise City of Wildomar of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jmorales@cityofwildomar.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Wildomar

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jmorales@cityofwildomar.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Wildomar

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jmorales@cityofwildomar.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Wildomar as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Wildomar during the course of your relationship with City of Wildomar.

**FIFTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF
WILDOMAR AND USA WASTE OF CALIFORNIA FOR THE
COLLECTION AND TRANSPORTATION OF SOLID WASTE AND
OTHER SPECIFIED SERVICES**

This Fifth Amendment to Agreement between the City of Wildomar and USA Waste of California, Inc. for the Collection and Transportation of Solid Waste and Other Specified Services ("Fifth Amendment") is entered into this 15 day of December, 2021 by and between the City of Wildomar, a California general law city and municipal corporation ("City") and USA Waste of California, Inc., a Delaware corporation ("Franchisee").

RECITALS

WHEREAS, on or about June 10, 2009, the City and Franchisee entered into an Agreement for the Collection and Transportation of Solid Waste, Recyclable Materials, Green Waste, Construction Debris and Other Specified Services, which has been amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment (individually and collectively, the "Agreement"); and,

WHEREAS, the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement aggressive integrated waste management programs. The State has, through enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000, et seq.) and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed; and,

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, solid waste facilities, and other entities to support achievement of State-wide organic waste disposal reduction targets; and

WHEREAS, regulations implementing SB 1383 require the City to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to the Franchisee, acting as the City's designee, and Franchisee desires to take on these responsibilities; and

WHEREAS, City and Franchisee desire to amend the Agreement as set forth herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this Fifth Amendment as follows:

1. DEFINITIONS.

1.1 Section 2 (Definitions) of the Agreement is amended to delete the definitions of “Compost,” “Compost Facility,” “Extremely Hazardous Waste,” “Solid Waste Facility,” and “System Facility.”

1.2 Section 2 (Definitions) of the Agreement is amended to add or amend, as applicable, the following definitions:

“**Back-Haul**” means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

“**Blue Container or Lid**” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials (SSBCOW).

“**California Code of Regulations**” or “**CCR**” means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR, Division 7, Chapter 12” refers to Title 14, Division 7, Chapter 12 of the California Code of Regulations).

“**CalRecycle**” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions and other regulated entities.

“**Commercial Edible Food Generators**” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

“**Compostable Plastics**” or “**Compostable Plastic**” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

“**Diversion** (or any variation thereof including “Divert”)” means activities which reduce or eliminate Discarded Materials from Disposal, including, but not limited to, source reduction, Reuse, salvage, Recycling, and composting.

“**Edible Food**” means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety

requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

“Excluded Waste” means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Franchisee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Franchisee or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

“Facility” or “System Facility” or “Solid Waste Facility” means a Solid Waste Facility, as defined in Public Resources Code section 40194, that for the purposes of this Agreement is designated by the City to be used by the Franchisee for the processing, recovery and/or disposal of Solid Waste, including Recyclable Materials and Organic Waste.

“Food Recovery” means actions to collect and distribute food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

“Food Recovery Organization” means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- A. A food bank as defined in Section 113783 of the Health and Safety Code;
- B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

“Food Recovery Service” means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

“Food-Soiled Paper” means compostable paper material that has come in contact with

food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Source Separated Food Scraps, Food-Soiled Paper, and Compostable Plastics. Food Waste is a subset of SSGCOW. Edible Food separated for Food Recovery shall not be considered Food Waste.

“Generator” means the owner or occupant of a premises, including residences or businesses, which initially produces Solid Waste, including Recyclable Materials and Organic Waste.

“Gray Container or Lid” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Gray Container Waste. Notwithstanding anything to the contrary, a Gray Container may have a gray body and black lid in accordance with 14 CCR Section 18982(a)(28).

“Gray Container Waste” means Solid Waste that is collected in a Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5). Gray Container Waste may specifically include carpet and textiles.

“Green Container or Lid” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste (SSGCOW).

“Hauler Route(s)” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

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

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

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

“Non-organic recyclables” or “Recyclable Material” means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43). Non-Organic Recyclables are a subset of Source Separated Recyclable Materials.

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

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

“Performance-based Compliance Approach” means the method of complying with the SB 1383 Regulations through implementation of a collection system, programs, and policies in accordance with 14 CCR, Division 7, Chapter 12, Article 17, or as otherwise defined by 18982(a)(52.5), and all associated requirements.

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

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

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

“Recycle” or “Recycling” means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them 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. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

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

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

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

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

“Solid Waste” has the same meaning as defined in PRC Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in PRC Section 40141.
- (2) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).
- (3) Medical waste regulated pursuant to the Medical Waste Management Act (Part 14, commencing with Section 117600, of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a solid waste Landfill, as defined in PRC Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to PRC, Division 30.

As used in this Agreement, Solid Waste includes Organic Waste and Recyclable Materials, unless the context clearly indicates otherwise.

“Source Separated” means materials, including commingled Recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or Reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Agreement, Source Separated shall include separation of materials by the Generator, Property Owner, Property Owner’s employee, property manager, or property manager’s employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Gray Container Waste and other Solid Waste for the purposes of Collection and Processing.

“Source Separated Blue Container Organic Waste” or “SSBCOW” means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

“Source Separated Green Container Organic Waste” or “SSGCOW” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the Generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

“Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and SSBCOW.

“Standard Compliance Approach” means the method for complying with the SB 1383 Regulations through implementation of a collection system pursuant to 14 CCR, Division 7, Chapter 12, Article 3, and all associated program and policy requirements

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Supermarket.
- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- C. Food Service Provider.
- D. Food Distributor.
- E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.

- C. Health facility with an on-site food facility and 100 or more beds.
- D. Large Venue.
- E. Large Event.
- F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

“Yard Trimmings” means types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal that the Generators Source Separate and set out in Green Containers for Collection for the purpose of Processing by the Franchisee.

2. **SCOPE OF FRANCHISE.** All references to “Green Waste” in Section 3 (Grant and Term of Exclusive Franchise) shall be changed to “Organic Waste.”

3. **OWNERSHIP OF WASTE.** All references to “Green Waste” in Section 6 (Ownership of Solid Waste) shall be changed to “Organic Waste.”

4. **FRANCHISE FEES.** All references to “Green Waste” in Section 15 (Franchise Fees) shall be changed to “Organic Waste.”

5. **PROCUREMENT.** A new paragraph E (Procurement) is added to Section 16 (Other Requirements) of the Agreement to read as follows:

“Franchisee agrees to coordinate and cooperate with the City to meet its Organic Waste produce procurement target, as required by SB 1383 Regulations.”

6. **CONTAINERS.** A new paragraph J (Container Requirements) is added to Section 5 (Services Provided by Franchisee) to read as follows:

“Franchisee shall use the Franchisee-provided Collection containers that are currently located at Generators’ premises or provide Generators with collection containers from Franchisee’s current inventory.

On or before January 1, 2022, (or if using Performance-based Compliance Approach, then until color compliant containers are provided), Franchisee shall place a label on the body or lid of each container that has been provided to a Generator that includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that container in accordance with 14 CCR Section 18984.8. Labels shall clearly indicate items that are Prohibited Container Contaminants for each container. Prior to ordering labels for containers, Franchisee shall submit a copy of its proposed label, proposed location(s) for placement of labels on each type of container, and its labeling plan to the City for approval.

No later than January 1, 2036, Franchisee shall provide all Generators with collection containers that comply with the container color requirements specified in this Agreement or as

otherwise specified in 14 CCR Section 18984.7. If an existing container breaks or is otherwise rendered non-functional and a new container is placed in service on or after January 1, 2022, the Franchisee shall replace the non-functional container with a container that complies with the color requirements of 14 CCR Section 18984.7. Notwithstanding anything to the contrary, Franchisee is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Agreement prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

7. **IDENTIFICATION OF FACILITIES.** A new paragraph K (Identification of Facilities) is added to Section 16 (Other Requirements) of the Agreement to read as follows:

“If using a Standard Compliance Approach, Franchisee shall identify the Facilities to which they will transport Organic Waste as required by the SB 1383 Regulations.”

8. **PROVIDED SERVICES.** Exhibit “A” (Provided Services) is amended in its entirety to read as shown in Exhibit A-1 to this Fifth Amendment.

9. **DIVERSION SERVICES.**

9.1 Section 5, paragraph H (Diversion Services) is hereby deleted in its entirety from the Agreement.

9.2 Exhibit “H” (Diversion Services) is hereby deleted in its entirety from the Agreement.

10. **INDEMNIFICATION.** A new paragraph I is added to Section 8 of the Agreement to read as follows:

Franchisee’s duty to defend and indemnify herein includes payment of all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, for violations of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations by the Franchisee with respect to Solid Waste collected under this Agreement, and such violation is caused by: (i) the failure of Franchisee to meet its obligations under this Agreement, or, (ii) delay by Franchisee in providing information required under this Agreement that prevents Franchisee or City from submitting reports required by AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations in a timely manner. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

11. **GENERAL PROVISIONS.**

11.1 Remainder Unchanged. Except as specifically modified and amended in this Fifth Amendment, the Agreement remains in full force and effect and binding upon the parties.

11.2 Integration. This Fifth Amendment constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Fifth Amendment.

- 11.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 11.4 Effective Date. This Fifth Amendment shall become effective January 1, 2022.
- 11.5 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Fifth Amendment.
- 11.6 References. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Fifth Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this Fifth Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment on the date and year first-above written.

CITY OF WILDOMAR

Daniel York
Assistant
City Manager

Daniel A. York

FOR

Gary Nordquist, City Manager

ATTEST:

Janet Morales



Janet Morales, City Clerk

APPROVED AS TO FORM

Tom Jex

Thomas D. Jex, City Attorney

USA WASTE OF CALIFORNIA, INC.

By: Michael S. Hammer

Michael S. Hammer

Its: President-Southern California Area

By: Pete Demolder

Pete Demolder

Its: VP, Asst Secretary

EXHIBIT A-1

PROVIDED SERVICES

I. Three-Container Collection Program

A. General. Beginning January 1, 2022, Franchisee shall provide a three-container Collection program for the separate Collection of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste as specified in this Agreement, using containers that comply with the requirements of this Agreement and SB 1383 Regulations. Franchisee shall not knowingly Collect Blue, Green, or Gray Containers that include Prohibited Container Contaminants.

B. Source Separated Recyclable Materials Collection (Blue Container or Lid). Franchisee shall provide Blue Containers to Generators for Collection of Source Separated Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service, Franchisee shall transport the Source Separated Recyclable Materials to a Facility that recovers the materials designated for Collection, in accordance with SB 1383 Regulations.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), tin and bi-metal cans; and (ii) SSGCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber.

C. SSGCOW Collection (Green Container or Lid). Franchisee shall provide Green Containers to Generators for Collection of SSGCOW and shall provide SSGCOW Collection service. Franchisee shall transport the SSGCOW to a Facility in accordance with SB 1383 Regulations.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Trimmings, and Compostable Plastics. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees weighing no more than 50lbs, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal, provided all SSGCOW fits inside the Green Container with the lid closed and does not exceed 150 pounds.

Franchisee may Collect compliant Compostable Plastics in the Green Containers for Processing. At least two (2) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Franchisee shall provide written notification to the City whether the Facility can or cannot Process and recover these Compostable Plastics in accordance with SB 1383 Regulations. If the Facility can process and recover Compostable Plastics, and Franchisee elects to Collect Compostable Plastics in the Green Container, then Franchisee shall provide annual written notification to the City that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If the Facility cannot process and recover Compostable Plastics, then Franchisee will not Collect Compostable Plastics in the Green

Container.

Franchisee may require Generators to place Food Waste in plastic bags or other wrappings and put the bagged or wrapped Food Waste in the Green Container. At least two (2) months prior to the commencement of the use of plastic bags for the Food Waste program, Franchisee shall provide written notification to the City that allowing the use of bags does not inhibit the ability of the City to comply with SB 1383 Regulations, and that the Facility can Process and remove plastic bags when it recovers SSGCOW. Franchisee shall provide annual written notification to the City that the Facility has and will continue to have the capabilities to Process and remove plastic bags when it recovers SSGCOW.

D. Gray Container Waste Collection. Franchisee shall provide Gray Containers or Lids to Generators for Collection of Gray Container Waste and shall provide Gray Container Waste Collection service. Franchisee shall transport the Gray Container Waste to a Facility in accordance with the SB 1383 Regulations. Franchisee may allow carpets, and textiles to be placed in the Gray Containers. Prohibited Container Contaminants shall not be Collected in the Gray Containers.

II. Contamination Monitoring

A. Route Reviews and Waste Evaluations.

Franchisee shall meet its SB 1383 Regulations contamination monitoring requirements commencing January 1, 2022, using either Route Reviews or Waste Evaluations; provided however, that if Franchisee complies with SB 1383 Regulations using a Performance-based Compliance Approach, it shall monitor containers using waste evaluations, as outlined Section II.B.

Franchisee shall meet its SB 1383 Regulations contamination monitoring requirements commencing January 1, 2022, using route reviews as outlined herein:

1. Franchisee shall conduct Hauler Route reviews for Prohibited Container Contaminants in Collection Containers in a manner that is deemed safe by the Franchisee; is approved by the City; is conducted in a manner that results in all Hauler Routes being reviewed annually, and is consistent and in accordance with SB 1383 Regulations. Containers may be randomly selected along the Hauler Route. This Section should not be construed to require that every container on a Hauler Route must be sampled annually.

2. Upon finding Prohibited Container Contaminants in the container, Franchisee shall follow the contamination monitoring noticing procedures paragraph C.3 of this Section II.

3. Franchisee shall maintain all applicable records required under 14 CCR Section 18984.6, and report to the City on a quarterly basis on contamination monitoring activities, route reviews and/or waste evaluations, and actions taken.

4. Notwithstanding the foregoing, this paragraph A shall not prohibit Franchisee from meeting its compliance requirements by any alternative methods or procedures, provided it complies with SB 1383, the SB 1383 Regulations, and/or any other applicable law, as may be

amended from time to time.

B. Waste Evaluations

Alternatively, if Franchisee elects to perform Waste Evaluations, Franchisee shall, conduct waste evaluations that comply with and meet the requirements of 14 CCR Section 18984.5(c). The City maintains the right to observe, or hire a third party to observe, the waste evaluations.

1. Sampling Method, Study Protocols. If Franchisee elects to conduct waste evaluations for Prohibited Container Contaminants by sampling the contents of Containers on Hauler Routes, Franchisee shall do so in the following manner:

a. If using a Standard Compliance Approach, Franchisee shall conduct waste evaluations at least twice per year and in two distinct seasons of the year in a manner that complies with the requirements of 14 CCR section 18984.5(c). If using a Performance-based Compliance Approach, Franchisee shall conduct waste evaluations at least twice per year for the Blue and Green Containers and at least once per quarter for the Gray Containers.

b. The Franchisee's waste evaluations shall include samples of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste.

c. The waste evaluations shall include samples from each Container type served by the Franchisee and shall include samples taken from different areas in the City that are representative of the City's waste stream.

d. The waste evaluations shall include at least the minimum number of samples specified in SB 1383 Regulations.

e. The Franchisee shall Transport all of the material Collected for sampling to a sorting area at a permitted solid waste Facility where the presence of Prohibited Container Contaminants for each Container type shall be measured to determine the ratio of Prohibited Container Contaminants present in each material stream by weight. To determine the ratio of Prohibited Container Contaminants, the Franchisee shall use the following protocol:

i. The Franchisee shall take one sample of at least a 200 pounds from the material Collected from each material stream for sampling.

ii. The 200-pound sample shall be randomly selected from different areas of the pile of Collected material for that material stream.

iii. For each 200-pound sample, the Franchisee shall remove any Prohibited Container Contaminants and determine the weight of Prohibited Container Contaminants.

iv. The Franchisee shall determine the ratio of Prohibited Container

Contaminants in the sample by dividing the total weight of Prohibited Container Contaminants by the total weight of the sample.

2. Contamination Response. If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Franchisee shall:

a. If using a Performance-based Compliance Approach, notify the City within fifteen (15) working days of the waste evaluation.

b. Within fifteen (15) working days of the waste evaluation, notify all Generators on the sampled Hauler Route of their requirement to properly separate materials into the appropriate Containers. The Franchisee may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, email, or electronic message to the Generators. The format of the warning notice shall be approved by the City.

c. If using a Performance-based Compliance Approach, Franchisee shall allow a representative of the City and/or CalRecycle to oversee its next scheduled quarterly sampling of the Gray Containers, upon request.

3. Material Exceptions. Organic Waste that is textiles, carpet, hazardous wood waste, human waste, pet waste, or material subject to a quarantine on movement issued by a County agricultural commissioner is not required to be measured as Organic Waste when calculating the amount of Organic Waste present in the Gray Container Waste.

C. Actions upon Identification of Prohibited Container Contaminants.

Upon finding Prohibited Container Contaminants in a Container, Franchisee shall follow the protocols set forth in this Section.

1. Record Keeping. The driver or other Franchisee representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Generator's address, type of container (Blue, Green, or Gray Container).

2. Courtesy Pick-Up Notices.

i. First and Second Occurrences. For the first and second occurrences within a rolling twelve-month period where Contractor documents that a particular premise has a Grey Container, Blue Container, or Green Container with Prohibited Container Contaminants, Contractor shall service such Container, provided that Contractor shall notify the Customer by phone, text, U.S. mail, e-mail, other electronic means, or in person (which may be a container tag), setting forth the date, description, and image or video in the email, a notice that states or provides as follows:

(a) the fact the Container required special handling because of the observed presence of Contamination;

- (b) the date and time the notice was left or issued;
- (c) includes photographic evidence of the violation(s);
- (d) a description of the materials that are appropriate for disposal and collection in the Container;
- (e) an explanation that subsequent incidents of contamination may result in non-collection, the imposition of a contamination service charge, and where warranted, requiring additional or larger-sized collection Containers; and
- (f) a phone number to contact Contractor to obtain additional information and/or receive responses to questions the Customer may have.

ii. Third and Subsequent Occurrences. For the third and subsequent occurrences within a rolling twelve-month period where Contractor documents that a particular premise has a Grey Container, Blue Container, or Green Container with Prohibited Container Contaminants, Contractor may refuse collection or service the Container, and may charge the premises a contamination fee of \$35.00 (which will be adjusted annually pursuant to the same CPI Index used for annual rate adjustments). In addition, Contractor may, as reasonably required to prevent future incidents of Contamination: (1) deliver additional or larger containers to the premises, or require additional weekly collections and charge the premises for such increased or additional services at the rate set forth in the Rate Schedule; (2) for customers receiving Bin service, install locking Bins and charge the customer for such in accordance with the Rate Schedule; or (3) remove the offending container. Any increased capacity or collection frequency, or the removal of an offending container, will remain in effect until Contractor determines that it is no longer needed to prevent Contamination.

At least ten (10) days prior to taking the actions described in (1), (2), or (3) above, Contractor's representative shall contact the Generator by phone, text, other electronic means, U.S. mail, e-mail or in person to confirm that customer has the appropriate level of service. Contractor shall notify the City within five (5) business days of taking these actions. The City will consider, and pursue as applicable, appropriate legal remedies against offending Generator(s) in order to secure discontinuance of Contamination. All the City costs of pursuing such remedies shall be recoverable from the offending Generator(s).

Franchisee shall notify the City in its quarterly report of Generators for which contamination Processing fees were assessed.

iii. Identification of Excluded Waste. If Contractor's personnel observe Excluded Waste in an uncollected Container, Contractor's personnel shall issue a non-Collection notice for any such Container in accordance with this Section and shall not Collect the Containers containing Excluded Waste. Contractor's personnel shall record that observation in accordance with this Section and immediately inform their route supervisor. In the event of non-collection under this Section, Contractor may assess the Generator with a non-collection charge.

D. Disposal of Contaminated Materials. If the Franchisee observes Prohibited Container Contaminants in a Generator's Container(s), Franchisee may dispose of the Container's contents, provided Franchisee complies with the noticing requirements in subsection C above.

III. Education and Outreach

A. Franchisee shall, at its sole expense, create all applicable education materials and conduct all education programs and activities as provided by and in accordance with the SB 1383 Regulations. Franchisee shall cooperate and coordinate with the City on public education activities.

B. On or before February 1, 2022, the Franchisee shall develop a list of Food Recovery Organizations and Food Recovery Services operating within the City, maintain the list on the Franchisee's City-specific website, share the list with the City if the City wants to post the list on additional City websites, and update the list annually. The list shall include, at a minimum, the following information about each Food Recovery Organization and each Food Recovery Service:

1. Name and physical address;
2. Contact information;
3. Collection service area; and,
4. An indication of types of Edible Food the Food Recovery Service or Food Recovery Organization can accept for Food Recovery.

C. At least annually, the Franchisee shall provide Commercial Edible Food Generators with the following information:

1. Information about the City's Edible Food Recovery program;
2. Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
3. Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
4. Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

D. The Franchisee may provide the information required above by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to commercial businesses.

E. Franchisee shall comply with all applicable public education and outreach record keeping and reporting requirements as provided by SB 1383 and the SB 1383 Regulations.

IV. Inspections and Enforcement

Beginning January 1, 2022, Franchisee shall assist the City with and/or conduct applicable inspections and enforcement, to the extent delegable, as required by SB 1383 Regulations. Franchisee shall maintain all applicable records from inspection and enforcement in accordance with SB 1383 Regulations. If using a Performance-based Compliance Approach, the city agrees it will only grant waivers if at least ninety percent (90%) of Single-Family Generators and ninety percent (90%) of Commercial Generators (including Multi-Family Generators) participate in the three-Container Collection program.

V. Generator Waiver Program Coordination

A. General. In accordance with SB 1383 Regulations and the City Code, the City may grant waivers (de minimis, physical space or Collection frequency) to Generators that impact the scope of Franchisee's provision of service for those Generators. Waivers issued shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11.

B. Requests Submitted to Franchisee. Generators may submit requests for de minimis waivers, physical space waivers, and Collection frequency waivers to the Franchisee. Franchisee shall within fifteen (15) working days review the Generator's waiver application and inspect the Generator's Premises to verify the accuracy of the application. Franchisee shall provide documentation of the inspection, including the Franchisee's recommendation to approve or deny the waiver request, and send this information to the City within five (5) working days of Franchisee's review of the application and subsequent inspection of the Generator's premises for the City's review and approval. The City ultimately retains the right to approve or deny any application, regardless of the Franchisee's recommendation. Franchisee shall report information regarding waivers reviewed on a quarterly basis.

C. Franchisee Change in Generators' Service Levels. When the City grants a waiver to a Generator, the City shall notify the Franchisee within fifteen (15) working days of the waiver approval with information on the Generator and any changes to the service level or Collection service requirements for the Generator. Franchisee shall have ten (10) working days to modify the Generator's service level and billing statement, as needed.

D. Reverification of Waivers. It shall be the responsibility of the Franchisee to verify that the Generators with de minimis, physical space constraint, or Collection frequency waivers continue to meet the waiver requirements set forth in this Section. Franchisee shall conduct such reverifications of waivers through inspection of each Generator's premises and review of applicable records at least once every five (5) years for de minimis and physical space constraint waivers. Franchisee shall maintain a record of each waiver verification and provide a quarterly report to the City documenting the waiver reverifications performed and recommendations to the

City on those waivers that Franchisee concludes are no longer warranted. The City shall make a final determination of the waiver eligibility of Generators.

E. Franchisee Recordkeeping of Generators Granted Waivers. Upon Franchisee request, no more than two (2) times per year, the City shall provide Franchisee an updated listing of waivers approved by the City, including the Generators' names, mailing address, service address, and type of waiver. Franchisee shall maintain waiver-related records and report on waiver verifications, as required herein.

Certificate Of Completion

Envelope Id: BAB7B79EAABE4F3BB883D7CC2FC92DB2

Status: Completed

Subject: Please DocuSign: 3.3-2 5th Amendment to Franchise Agreement - Waste Management - FINAL.docx

Source Envelope:

Document Pages: 19

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Janet Morales

AutoNav: Enabled

jmorales@cityofwildomar.org

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jmorales@cityofwildomar.org

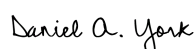
Signer Events**Signature****Timestamp**

Daniel A. York

dyork@cityofwildomar.org

ACM

City of Wildomar

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
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Janet Morales

jmorales@cityofwildomar.org

City of Wildomar

Security Level: Email, Account Authentication
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Sent: 12/16/2021 3:26:22 PM

Viewed: 12/20/2021 12:18:24 PM

Signed: 12/20/2021 12:18:29 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tom Jex

tjex@bwslaw.com

City Attorney

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 172.250.132.11

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Viewed: 12/16/2021 5:30:50 PM

Signed: 12/16/2021 5:31:09 PM

Electronic Record and Signature Disclosure:

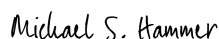
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ID: b9c34a4b-49a1-41c4-aae2-6036ac8821c6

Michael S. Hammer

mhammer@wm.com

President-Southern California Area

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 156.101.1.5

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Viewed: 1/18/2022 2:58:37 PM

Signed: 1/18/2022 3:29:32 PM

Electronic Record and Signature Disclosure:

Accepted: 1/18/2022 2:58:37 PM

ID: 7358fda5-7e06-4508-b838-5ee28370f051

Signer Events	Signature	Timestamp
Pete Demolder pdemolder@wm.com VP, Asst Secretary Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 156.101.1.6	Sent: 1/18/2022 3:29:34 PM Viewed: 1/18/2022 3:35:15 PM Signed: 1/18/2022 3:35:30 PM

Electronic Record and Signature Disclosure:
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ID: d579fb6d-5d71-44f7-b5d2-69f2e71025f3

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Lily Quiroa LQuiroa@wm.com Security Level: Email, Account Authentication (None)	 Using IP Address: 156.101.9.1	Sent: 12/20/2021 12:18:31 PM Resent: 1/10/2022 8:36:17 AM Resent: 1/18/2022 11:29:49 AM Viewed: 1/18/2022 2:03:50 PM Completed: 1/18/2022 2:32:09 PM
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Electronic Record and Signature Disclosure:
Accepted: 1/18/2022 2:03:50 PM
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/16/2021 3:26:22 PM
Certified Delivered	Security Checked	1/18/2022 3:35:15 PM
Signing Complete	Security Checked	1/18/2022 3:35:30 PM
Completed	Security Checked	1/18/2022 3:35:30 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Wildomar (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Wildomar:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jmorales@cityofwildomar.org

To advise City of Wildomar of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jmorales@cityofwildomar.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Wildomar

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jmorales@cityofwildomar.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Wildomar

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jmorales@cityofwildomar.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Wildomar as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Wildomar during the course of your relationship with City of Wildomar.



February 5, 2019

Ms. Janet Morales
Analyst, City of Wildomar
23873 Clinton Keith Rd. Suite 201
Wildomar, CA 92595

Re: Annual Report for Integrated Solid Waste Management Services Fiscal Year
2017-2018

Dear Ms. Morales,

Per Section D.4 of our current Franchise Agreement, CR&R Incorporated respectfully submits the following information which addresses our Quarterly Reporting Requirements. We look forward to your review of this information.

Annual Reporting Requirements

(1.) Summary Reports

The Franchisee shall provide a summary of information contained in the quarterly reports. The summary reports shall clearly indicate the diversion rate for each waste sector type. The diversion information provided shall include quantities of materials collected, and if processed by non-system facilities, the quantities recycled and composted in tons (or cubic yards if tonnage information is not available) for each waste generator type. In this report, the Franchisee shall note unusual changes in disposal quantities and indicate potential reason(s) for this change. The summary report shall include a discussion of noteworthy experiences, and any problems in program operation and how they were resolved. **(2018 tonnage summary report attached)**

(2.) Equipment Inventory

The Franchisee shall provide a complete inventory of collection equipment and other major equipment. The inventory list shall indicate the age of the equipment.

1706 Goetz Road
Perris, CA 92570
P.O. Box 1208
Perris, CA 92572

t: 951.943.1991
f: 951.657.5493

Unit #	Year	Make	Type	License #
5797	2002	AUTC	S/LOADER	6T33986
57373	2001	AUTC	S/LOADER	15988Z1
57375	2001	AUTC	S/LOADER	96073X1
57380	2001	AUTC	S/LOADER	96074X1
57381	2000	PTRB	S/LOADER	00372P1
57382	2001	AUTC	S/LOADER	89528P1
53190	2006	AUTC	F/LOADER	1043ZM1
53232	2008	AUTC	F/LOADER	58861C2

(3.) Future Programs

The Franchisee shall prepare a report that identifies any future programs and/or facilities that may be needed but have not been planned for.

There are currently no programs or facilities that may be needed that we haven't already planned for.

(4.) Litigation Information

The Franchisee shall submit declarations of the current status of any pending criminal or civil litigation against the parent company and all subsidiaries of parent company that may have an effect on the Franchisee's ability to meet the obligations of the Agreement or provide a satisfactory level of service.

CR&R had no litigation for fiscal year 2017-18 affecting the Franchisee's ability to meet the obligations of the Agreement or provide a satisfactory level of service.

After your review of all attachments and information, please do not hesitate to contact me with any questions or concerns you may have. I may be reached at (951) 657-7513 or by email at nmoore@crrmail.com.

Sincerely,

Nicole Moore

Nicole Moore
Senior Sustainability Coordinator
CR&R Incorporated

CITY OF WILDOMAR
SOLID WASTE & RECYCLING TONS SUMMARY REPORT
December-18

RESIDENTIAL

MONTH	CURBSIDE RECYCLABLES	CURBSIDE ORGANICS	CURBSIDE WASTE	CURBSIDE DIVERSION
Dec-17	187.70	297.77	588.95	45.18%
Jan-18	192.38	346.71	646.47	45.47%
Feb-18	158.33	256.38	562.07	42.46%
Mar-18	187.39	349.75	673.13	44.38%
Apr-18	164.08	353.89	600.07	46.33%
May-18	180.28	378.29	645.43	46.39%
Jun-18	183.60	361.10	685.05	44.29%
Jul-18	158.64	280.25	544.55	44.63%
Aug-18	185.20	406.47	729.64	44.78%
Sep-18	162.25	317.66	568.53	45.77%
Oct-18	168.59	340.64	597.56	46.01%
Nov-18	187.81	316.86	650.06	43.70%
Dec-18	166.28	304.66	618.60	43.22%
YTD TOTAL	2,094.83	4,012.66	7,521.16	44.81%

MULTI-FAMILY

MULTI-FAMILY RECYCLABLES	MULTI-FAMILY WASTE	MULTI-FAMILY DIVERSION	TOTAL RES DIVERSION
-	-	-	45.18%
-	-	-	45.47%
-	-	-	42.46%
-	-	-	44.38%
-	-	-	46.33%
-	-	-	46.39%
-	-	-	44.29%
-	-	-	44.63%
-	-	-	44.78%
-	-	-	45.77%
-	-	-	46.01%
-	-	-	43.70%
-	-	-	43.22%
-	-	-	44.81%

COMMERCIAL

MONTH	SEPARATED RECYCLABLES	DIVERTED SWEEPER WASTE	MRF RECOVERED RECYCLABLES	COMMERCIAL ORGANICS	COMMERCIAL WASTE	COMMERCIAL DIVERSION
Dec-17	10.75	3.55	-	-	257.26	5.27%
Jan-18	10.50	1.15	-	-	279.38	4.00%
Feb-18	9.22	-	-	-	244.08	3.64%
Mar-18	11.05	-	-	-	303.03	3.52%
Apr-18	10.50	4.14	-	-	247.69	5.58%
May-18	11.58	2.99	-	-	280.82	4.93%
Jun-18	15.50	-	-	-	256.37	5.70%
Jul-18	10.75	-	-	-	283.36	3.66%
Aug-18	14.77	-	-	-	266.26	5.26%
Sep-18	9.50	-	-	-	229.67	3.97%
Oct-18	11.00	1.38	-	-	313.75	3.80%
Nov-18	12.37	-	-	-	280.80	4.22%
Dec-18	10.50	4.31	-	-	278.75	5.04%
YTD TOTAL	137.24	13.97	-	-	3,263.96	4.43%

C&D-PROCESSING

SOURCE SEPERATED	C&D MATERIAL DIVERTED	C&D RESIDUAL WASTE	C&D DIVERSION	BIO-MASS DIVERSION
-	73.45	16.71	81.47%	-
-	75.22	13.93	84.37%	-
-	92.21	17.69	83.90%	-
11.91	70.93	15.51	84.23%	-
-	80.30	17.27	82.30%	-
30.69	127.68	19.46	89.06%	-
-	66.61	17.41	79.28%	-
-	119.24	35.92	76.85%	-
22.04	62.33	20.52	80.44%	-
-	49.69	18.25	73.14%	-
8.77	79.00	20.20	81.29%	-
11.49	104.02	33.14	77.71%	-
-	15.26	3.95	79.44%	-
84.90	942.49	233.25	81.50%	-

CITY-SERVICES

MONTH	SEPARATED RECYCLABLES	C&D MATERIAL	ORGANICS	SWEEPER WASTE	WASTE	CITY DIVERSION
Dec-17	-	-	-	-	4.24	0.00%
Jan-18	-	-	-	-	8.36	0.00%
Feb-18	-	-	-	-	5.09	0.00%
Mar-18	6.35	-	-	-	-	100.00%
Apr-18	-	-	-	-	4.15	0.00%
May-18	-	-	-	-	-	0.00%
Jun-18	-	-	-	-	14.93	0.00%
Jul-18	-	-	-	-	-	0.00%
Aug-18	6.79	-	-	-	-	100.00%
Sep-18	-	-	-	-	-	0.00%
Oct-18	-	-	-	-	11.69	0.00%
Nov-18	-	-	-	-	22.68	0.00%
Dec-18	-	-	-	-	13.62	0.00%
YTD TOTAL	13.14	-	-	-	80.52	14.03%

ROLL-OFF

SOURCE SEPERATED	RECYCLABLES	ORGANICS	WASTE	DIVERSION
-	-	-	28.17	0.00%
-	-	-	38.39	0.00%
-	-	-	21.30	0.00%
-	-	-	48.60	0.00%
-	-	-	24.69	0.00%
-	-	-	41.05	0.00%
-	-	2.78	40.76	6.38%
-	-	-	83.60	0.00%
-	-	-	32.47	0.00%
-	-	-	42.94	0.00%
-	-	4.50	78.46	5.42%
-	-	-	61.28	0.00%
-	-	-	20.90	0.00%
-	-	7.28	534.44	1.34%

SELF-HAUL

MONTH	SELF HAUL RECYCLABLES	SELF HAUL WASTE	TOTAL DIVERSION
Dec-17	4.42	57.17	7.18%
Jan-18	0.02	61.10	0.03%
Feb-18	0.04	52.66	0.08%
Mar-18	0.05	57.27	0.09%
Apr-18	0.38	60.54	0.62%
May-18	18.19	59.47	23.42%
Jun-18	0.08	63.37	0.13%
Jul-18	3.27	39.85	7.58%
Aug-18	3.00	44.56	6.31%
Sep-18	9.65	66.09	12.74%
Oct-18	1.93	51.03	3.64%
Nov-18	24.46	38.49	38.86%
Dec-18	0.02	33.97	0.06%
YTD TOTAL	61.09	628.40	8.86%

DIVERSION-SUMMARY

MONTH	TOTAL DIVERTED	TOTAL LANDFILLED	OVERALL DIVERSION	4.80 * PER CAPITA
Dec-17	577.64	952.50	37.75%	1.72
Jan-18	625.98	1,047.63	37.40%	1.89
Feb-18	516.18	902.89	36.37%	1.80
Mar-18	637.43	1,097.54	36.74%	1.98
Apr-18	613.29	954.41	39.12%	1.78
May-18	749.70	1,046.23	41.74%	1.89
Jun-18	629.67	1,077.89	36.88%	2.01
Jul-18	572.15	987.28	36.69%	1.78
Aug-18	700.60	1,093.45	39.05%	1.97
Sep-18	548.75	925.48	37.22%	1.72
Oct-18	615.81	1,072.69	36.47%	1.93
Nov-18	657.01	1,086.45	37.68%	2.02
Dec-18	501.03	969.79	34.06%	1.75
YTD TOTAL	7,367.60	12,261.73	37.53%	

THIS REPORT REFLECTS THE MOST UP-TO-DATE INFORMATION FOR ALL MONTHS LISTED.

* PER CAPITA TARGET



February 5, 2019

Ms. Janet Morales
Senior Administrative Analyst
City of Wildomar
23873 Clinton Keith Rd. Suite 201
Wildomar, CA 92595

Re: City of Wildomar Quarterly Report for Integrated Solid Waste Management
Service October, November and December 2018

Dear Ms. Morales,

Per Section D.3 of our current Franchise Agreement, CR&R Incorporated respectfully submits the following information which addresses our Quarterly Reporting Requirements. We look forward to your review of this information.

Quarterly Reporting Requirements

(1.) Collection Information

The franchisee shall provide a quarterly report that list the quantity of solid waste collected by month and number of accounts serviced monthly. The quantities of solid waste, recyclables and green waste collected shall be reported in terms of tonnage. **Please see Exhibit A attached**

Type of Account	# of Customers		
	<u>October</u>	<u>November</u>	<u>December</u>
Residential	5,456	5,458	5,464
Commercial	124	128	128
Roll Off	15	16	17

1706 Goetz Road
Perris, CA 92570
P.O. Box 1208
Perris, CA 92572

t: 951.943.1991
f: 951.657.5493

(2.) Service Performance

The Franchisee shall provide a report summarizing the entries made in the service log including all praises, complaints and notifications of missed pickups, and the Franchisee responses thereto. The summary report shall identify the total number of written or oral customer comments and shall provide the number of comments received in the following categories: praises, litter or property damage, complaints, misplacement of containers, stolen containers, personnel complaints, missed pickups and other. **No complaints to report this Quarter.**

(3.) Program Implementation

A report summarizing the problems or barriers to implementation of services for the quarter. The report shall address how the problems and barriers were overcome or the proposed resolution and schedule for correcting the problems. **No problems or barriers were incurred during the implementation of services for this quarter.**

After your review of all attachments and information, please do not hesitate to contact me with any questions or concerns you may have. I may be reached at (951) 657-7513 or by email at nmoore@crrmail.com.

Sincerely,

Nicole Moore

Nicole Moore
Senior Sustainability Coordinator
CR&R Incorporated



April 26, 2019

Ms. Janet Morales
Senior Administrative Analyst
City of Wildomar
23873 Clinton Keith Rd. Suite 201
Wildomar, CA 92595

Re: City of Wildomar Quarterly Report for Integrated Solid Waste Management
Service January, February and March 2019

Dear Ms. Morales,

Per Section D.3 of our current Franchise Agreement, CR&R Incorporated respectfully submits the following information which addresses our Quarterly Reporting Requirements. We look forward to your review of this information.

Quarterly Reporting Requirements

(1.) Collection Information

The franchisee shall provide a quarterly report that list the quantity of solid waste collected by month and number of accounts serviced monthly. The quantities of solid waste, recyclables and green waste collected shall be reported in terms of tonnage. **Please see Exhibit A attached**

Type of Account	# of Customers		
	<u>January</u>	<u>February</u>	<u>March</u>
Residential	5,461	5,490	5,481
Commercial	128	129	131
Roll Off	17	12	12

1706 Goetz Road
Perris, CA 92570
P.O. Box 1208
Perris, CA 92572

t: 951.943.1991
f: 951.657.5493

(2.) Service Performance

The Franchisee shall provide a report summarizing the entries made in the service log including all praises, complaints and notifications of missed pickups, and the Franchisee responses thereto. The summary report shall identify the total number of written or oral customer comments and shall provide the number of comments received in the following categories: praises, litter or property damage, complaints, misplacement of containers, stolen containers, personnel complaints, missed pickups and other. **Please see Exhibit B attached.**

(3.) Program Implementation

A report summarizing the problems or barriers to implementation of services for the quarter. The report shall address how the problems and barriers were overcome or the proposed resolution and schedule for correcting the problems. **No problems or barriers were incurred during the implementation of services for this quarter.**

After your review of all attachments and information, please do not hesitate to contact me with any questions or concerns you may have. I may be reached at (951) 657-7513 or by email at nmoore@crrmail.com.

Sincerely,

Nicole Moore

Nicole Moore
Senior Sustainability Coordinator
CR&R Incorporated

CITY OF WILDOMAR
SOLID WASTE & RECYCLING TONS SUMMARY REPORT
March-19

RESIDENTIAL

MONTH	CURBSIDE RECYCLABLES	CURBSIDE ORGANICS	CURBSIDE WASTE	CURBSIDE DIVERSION
Mar-18	187.39	349.75	673.13	44.38%
Apr-18	164.08	353.89	600.07	46.33%
May-18	180.28	378.29	645.43	46.39%
Jun-18	183.60	361.10	685.05	44.29%
Jul-18	158.64	280.25	544.55	44.63%
Aug-18	185.20	406.47	729.64	44.78%
Sep-18	162.25	317.66	568.53	45.77%
Oct-18	168.59	340.64	597.56	46.01%
Nov-18	187.81	316.86	650.06	43.70%
Dec-18	166.28	304.66	618.60	43.22%
Jan-19	206.90	359.31	682.12	45.36%
Feb-19	159.69	293.05	574.34	44.08%
Mar-19	174.67	498.17	630.60	51.62%
YTD TOTAL	2,097.99	4,210.35	7,526.55	45.60%

MULTI-FAMILY

MULTI-FAMILY RECYCLABLES	MULTI-FAMILY WASTE	MULTI-FAMILY DIVERSION	TOTAL RES DIVERSION
-	-	-	44.38%
-	-	-	46.33%
-	-	-	46.39%
-	-	-	44.29%
-	-	-	44.63%
-	-	-	44.78%
-	-	-	45.77%
-	-	-	46.01%
-	-	-	43.70%
-	-	-	43.22%
-	-	-	45.36%
-	-	-	44.08%
-	-	-	51.62%
-	-	-	45.60%

COMMERCIAL

MONTH	SEPARATED RECYCLABLES	DIVERTED SWEEPER WASTE	MRF RECOVERED RECYCLABLES	COMMERCIAL ORGANICS	COMMERCIAL WASTE	COMMERCIAL DIVERSION
Mar-18	11.05	-	-	-	303.03	3.52%
Apr-18	10.50	4.14	-	-	247.69	5.58%
May-18	11.58	2.99	-	-	280.82	4.93%
Jun-18	15.50	-	-	-	256.37	5.70%
Jul-18	10.75	-	-	-	283.36	3.66%
Aug-18	14.77	-	-	-	266.26	5.26%
Sep-18	9.50	-	-	-	229.67	3.97%
Oct-18	11.00	1.38	-	-	313.75	3.80%
Nov-18	12.37	-	-	-	280.80	4.22%
Dec-18	10.50	4.31	-	-	278.75	5.04%
Jan-19	16.92	5.33	-	-	317.26	6.55%
Feb-19	10.25	-	-	-	262.53	3.76%
Mar-19	11.00	-	-	-	310.70	3.42%
YTD TOTAL	144.64	18.15	-	-	3,327.96	4.66%

C&D-PROCESSING

SOURCE SEPERATED	C&D MATERIAL DIVERTED	C&D RESIDUAL WASTE	C&D DIVERSION	BIO-MASS DIVERSION
11.91	70.93	15.51	84.23%	-
-	80.30	17.27	82.30%	-
30.69	127.68	19.46	89.06%	-
-	66.61	17.41	79.28%	-
-	119.24	35.92	76.85%	-
22.04	62.33	20.52	80.44%	-
-	49.69	18.25	73.14%	-
8.77	79.00	20.20	81.29%	-
11.49	104.02	33.14	77.71%	-
-	15.26	3.95	79.44%	-
-	11.46	2.90	79.81%	-
-	2.23	0.42	84.15%	-
-	9.82	2.00	83.08%	-
72.99	727.64	191.44	80.70%	-

CITY-SERVICES

MONTH	SEPARATED RECYCLABLES	C&D MATERIAL	ORGANICS	SWEEPER WASTE	WASTE	CITY DIVERSION
Mar-18	6.35	-	-	-	-	100.00%
Apr-18	-	-	-	-	4.15	0.00%
May-18	-	-	-	-	-	-
Jun-18	-	-	-	-	14.93	0.00%
Jul-18	-	-	-	-	-	-
Aug-18	6.79	-	-	-	-	100.00%
Sep-18	-	-	-	-	-	-
Oct-18	-	-	-	-	11.69	0.00%
Nov-18	-	-	-	-	22.68	0.00%
Dec-18	-	-	-	-	13.62	0.00%
Jan-19	-	-	-	-	15.34	0.00%
Feb-19	-	-	-	-	-	-
Mar-19	-	-	-	-	-	-
YTD TOTAL	6.79	-	-	-	82.41	7.61%

ROLL-OFF

SOURCE SEPERATED	RECYCLABLES	ORGANICS	WASTE	DIVERSION
-	-	-	48.60	0.00%
-	-	-	24.69	0.00%
-	-	-	41.05	0.00%
-	-	2.78	40.76	6.38%
-	-	-	83.60	0.00%
-	-	-	32.47	0.00%
-	-	-	42.94	0.00%
-	-	4.50	78.46	5.42%
-	-	-	61.28	0.00%
-	-	-	20.90	0.00%
-	-	-	22.82	0.00%
-	-	-	27.09	0.00%
-	-	-	30.18	0.00%
-	-	7.28	506.24	1.42%

SELF-HAUL

MONTH	SELF HAUL RECYCLABLES	SELF HAUL WASTE	TOTAL DIVERSION
Mar-18	0.05	57.27	0.09%
Apr-18	0.38	60.54	0.62%
May-18	18.19	59.47	23.42%
Jun-18	0.08	63.37	0.13%
Jul-18	3.27	39.85	7.58%
Aug-18	3.00	44.56	6.31%
Sep-18	9.65	66.09	12.74%
Oct-18	1.93	51.03	3.64%
Nov-18	24.46	38.49	38.86%
Dec-18	0.02	33.97	0.06%
Jan-19	0.02	38.56	0.05%
Feb-19	-	30.41	0.00%
Mar-19	0.13	33.54	0.39%
YTD TOTAL	61.13	559.88	9.84%

DIVERSION-SUMMARY

MONTH	TOTAL DIVERTED	TOTAL LANDFILLED	OVERALL DIVERSION	4.80 * PER CAPITA
Mar-18	637.43	1,097.54	36.74%	1.98
Apr-18	613.29	954.41	39.12%	1.78
May-18	749.70	1,046.23	41.74%	1.89
Jun-18	629.67	1,077.89	36.88%	2.01
Jul-18	572.15	987.28	36.69%	1.78
Aug-18	700.60	1,093.45	39.05%	1.97
Sep-18	548.75	925.48	37.22%	1.72
Oct-18	615.81	1,072.69	36.47%	1.93
Nov-18	657.01	1,086.45	37.68%	2.02
Dec-18	501.03	969.79	34.06%	1.75
Jan-19	599.94	1,079.00	35.73%	1.98
Feb-19	465.22	894.79	34.21%	1.82
Mar-19	693.79	1,007.02	40.79%	1.85
YTD TOTAL	7,346.96	12,194.48	37.60%	

THIS REPORT REFLECTS THE MOST UP-TO-DATE INFORMATION FOR ALL MONTHS LISTED.

* PER CAPITA TARGET

COMPANY	CUST #	BUSINESS NAME	CYCLE	NOTE CODE	NOTE DATE	NOTE TIME	NOTE	USER	PHONE #	SERV ADDRESS	SERV CITY	SERV STATE	SERV ZIP
35	38761	BEAR CREEK STORAGE	C7	*CMPT	02/01/2019	11:03:00 AM	JOHN WOULD LIKE TO FILE A COMPLAINT THAT THE	RBENTON	951 609-9380	32575 CLINTON KEITH	RD WILDOMAR	CA	92595
35	38761	BEAR CREEK STORAGE	C7	*CMPT	02/01/2019	11:03:01 AM	DRIVER ISN'T DOING HIS JOB. CUSTOMER IS UPSET THAT T	RBENTON	951 609-9380	32575 CLINTON KEITH	RD WILDOMAR	CA	92595
35	38761	BEAR CREEK STORAGE	C7	*CMPT	02/01/2019	11:03:02 AM	HERE IS A RETURN SERVICE FEE. I ADVISED THE C	RBENTON	951 609-9380	32575 CLINTON KEITH	RD WILDOMAR	CA	92595
35	38761	BEAR CREEK STORAGE	C7	*CMPT	02/01/2019	11:03:03 AM	USTOMER THAT BIN WAS OVERLOADED AND WE WOULD	RBENTON	951 609-9380	32575 CLINTON KEITH	RD WILDOMAR	CA	92595
35	38761	BEAR CREEK STORAGE	C7	*CMPT	02/01/2019	11:03:04 AM	HAVE TO CHARGE AN ADDL FEE FOR THE RETURN. RE	RBENTON	951 609-9380	32575 CLINTON KEITH	RD WILDOMAR	CA	92595
35	38761	BEAR CREEK STORAGE	C7	*CMPT	02/01/2019	11:03:05 AM	SOLUTION: EMAILED OPS	RBENTON	951 609-9380	32575 CLINTON KEITH	RD WILDOMAR	CA	92595



February 9, 2020

Mr. Les Chapman
Community and Emergency Services
Specialist City Manager's Office
City of Wildomar
23873 Clinton Keith Rd. Suite 201
Wildomar, CA 92595

Re: Annual Report for Integrated Solid Waste Management Services **Fiscal Year 2019 -2020**

Dear Mr. Chapman,

Per Section D.4 of our current Franchise Agreement, CR&R Incorporated respectfully submits the following information which addresses our Annual Reporting Requirements. We look forward to your review of this information.

Annual Reporting Requirements

(1.) Summary Reports

The Franchisee shall provide a summary of information contained in the quarterly reports. The summary reports shall clearly indicate the diversion rate for each waste sector type. The diversion information provided shall include quantities of materials collected, and if processed by non-system facilities, the quantities recycled and composted in tons (or cubic yards if tonnage information is not available) for each waste generator type. In this report, the Franchisee shall note unusual changes in disposal quantities and indicate potential reason(s) for this change. The summary report shall include a discussion of noteworthy experiences, and any problems in program operation and how they were resolved. ***(2020 tonnage summary report attached)***

(2.) Equipment Inventory

The Franchisee shall provide a complete inventory of collection equipment and other major equipment. The inventory list shall indicate the age of the equipment.

1706 Goetz Road
Perris, CA 92570
P. O. Box 1208
Perris, CA 92572

t: 951.943.1991
f: 951.657.5493

Unit #	Year	Make	Type	License #
5797	2002	AUTC	S/LOADER	6T33986
57241	2008	AUTC	S/LOADER	8S22774
57383	2001	AUTC	S/LOADER	96063X1
57380	2001	AUTC	S/LOADER	96074X1
57381	2000	PTRB	S/LOADER	00372P1
57382	2001	AUTC	S/LOADER	89528P1
53190	2006	AUTC	F/LOADER	1043ZM1
53232	2008	AUTC	F/LOADER	58861C2

(3.) Future Programs

The Franchisee shall prepare a report that identifies any future programs and/or facilities that may be needed but have not been planned for.

There are currently no programs or facilities that may be needed that we haven't already planned for.

(4.) Litigation Information

The Franchisee shall submit declarations of the current status of any pending criminal or civil litigation against the parent company and all subsidiaries of parent company that may have an effect on the Franchisee's ability to meet the obligations of the Agreement or provide a satisfactory level of service.

CR&R had no litigation for fiscal year 2019-20 affecting the Franchisee's ability to meet the obligations of the Agreement or provide a satisfactory level of service.

After your review of all attachments and information, please do not hesitate to contact me with any questions or concerns you may have. I may be reached at (951) 657-7517 or by email at IgnacioV@crmail.com.

Sincerely,

Ignacio Valdivia

Ignacio Valdivia
Senior Sustainability Coordinator
CR&R Incorporated

CITY OF WILDOMAR
SOLID WASTE & RECYCLING TONS SUMMARY REPORT
December-20

RESIDENTIAL

MONTH	CURBSIDE RECYCLABLES	LANDFILL RECYCLABLES	EMSW RECYCLABLES	CURBSIDE ORGANICS	CURBSIDE WASTE
Dec-19	191.00	-	-	281.37	652.63
Jan-20	220.72	-	-	353.50	749.08
Feb-20	169.39	-	-	309.01	575.85
Mar-20	116.37	44.76	13.53	384.57	625.25
Apr-20	4.36	188.46	50.12	434.73	883.25
May-20	5.56	182.58	55.83	70.11	1,195.51
Jun-20	4.23	164.66	32.03	147.30	910.01
Jul-20	3.87	195.69	49.02	258.44	944.28
Aug-20	26.73	106.94	87.66	275.83	736.41
Sep-20	3.73	25.16	65.92	176.77	951.44
Oct-20	49.08	42.23	77.57	80.97	1,083.18
Nov-20	50.23	113.57	15.07	94.57	984.48
Dec-20	52.86	168.41	6.58	66.30	1,121.02
YTD TOTAL	707.13	1,232.46	453.33	2,652.10	10,759.76

COMMERCIAL

MONTH	SEPARATED RECYCLABLES	LANDFILL RECYCLABLES	EMSW RECYCLABLES	DIVERTED SWEEPER WASTE	MRF RECOVERED RECYCLABLES	COMMERCIAL ORGANICS	COMMERCIAL WASTE	COMMERCIAL DIVERSION
Dec-19	21.03	-	-	3.95	-	-	247.48	9.17%
Jan-20	25.62	-	-	6.29	-	-	280.85	10.20%
Feb-20	14.99	-	-	1.13	-	-	255.83	5.93%
Mar-20	8.75	2.66	0.81	4.25	-	1.56	254.47	5.34%
Apr-20	-	5.99	1.59	2.72	-	3.06	229.53	2.38%
May-20	-	9.17	2.81	4.93	-	0.37	231.87	2.13%
Jun-20	-	12.01	2.34	0.35	-	1.17	224.92	0.63%
Jul-20	-	10.26	2.57	5.56	-	0.39	221.02	2.48%
Aug-20	-	9.59	7.84	0.96	-	1.22	192.78	1.03%
Sep-20	2.80	-	-	3.49	-	1.03	270.10	2.64%
Oct-20	12.20	0.16	0.28	2.76	-	0.46	245.06	5.91%
Nov-20	6.34	6.18	0.66	4.45	-	0.38	224.91	4.60%
Dec-20	8.83	1.21	0.05	2.13	-	0.37	167.96	6.28%
YTD TOTAL	79.53	57.23	18.95	39.02	-	10.01	2,799.30	4.28%

CITY-SERVICES

MONTH	SEPARATED RECYCLABLES	C&D MATERIAL	ORGANICS	SWEEPER WASTE	WASTE
Dec-19	-	-	-	-	8.47
Jan-20	-	-	-	-	21.53
Feb-20	-	-	-	-	7.53
Mar-20	-	-	-	-	4.94
Apr-20	-	-	-	-	4.86
May-20	-	-	-	-	2.46
Jun-20	-	-	-	-	2.97
Jul-20	-	-	1.09	-	4.58
Aug-20	-	-	-	-	2.76
Sep-20	-	-	-	-	7.78
Oct-20	-	-	0.56	-	6.98
Nov-20	-	-	-	-	-
Dec-20	-	-	-	-	9.77
YTD TOTAL	-	-	1.65	-	76.16

SELF-HAUL

MONTH	SELF HAUL RECYCLABLES	SELF HAUL WASTE	TOTAL DIVERSION
Dec-19	-	7.25	0.00%
Jan-20	0.01	13.44	0.07%
Feb-20	0.01	20.56	0.05%
Mar-20	2.59	10.63	19.59%
Apr-20	0.04	7.20	0.55%
May-20	3.52	21.38	14.14%
Jun-20	0.05	15.07	0.33%
Jul-20	-	12.68	0.00%
Aug-20	0.04	12.68	0.31%
Sep-20	-	17.11	0.00%
Oct-20	0.01	22.87	0.04%
Nov-20	21.11	46.05	31.43%
Dec-20	0.07	21.15	0.33%
YTD TOTAL	27.45	220.82	11.06%

THIS REPORT REFLECTS THE MOST UP-TO-DATE INFORMATION FOR ALL MONTHS LISTED.

* PER CAPITA TARGET

MULTI-FAMILY

CURBSIDE DIVERSION	MULTI-FAMILY RECYCLABLES	MULTI-FAMILY WASTE	MULTI-FAMILY DIVERSION	TOTAL RES DIVERSION
41.99%	-	-	-	41.99%
43.39%	-	-	-	43.39%
45.38%	-	-	-	45.38%
42.29%	-	-	-	42.29%
28.13%	-	-	-	28.13%
5.01%	-	-	-	5.01%
12.04%	-	-	-	12.04%
18.07%	-	-	-	18.07%
24.53%	-	-	-	24.53%
14.76%	-	-	-	14.76%
9.76%	-	-	-	9.76%
11.51%	-	-	-	11.51%
8.42%	-	-	-	8.42%
21.25%	-	-	-	21.25%

C&D-PROCESSING

SOURCE SEPERATED	C&D MATERIAL DIVERTED	C&D RESIDUAL WASTE	C&D DIVERSION	BIO-MASS DIVERSION
-	46.25	2.98	93.95%	-
-	-	-	-	-
-	11.33	0.62	94.81%	-
-	15.52	1.64	90.44%	-
-	8.38	0.57	93.63%	-
-	-	-	-	-
-	-	-	-	-
4.82	7.19	0.26	97.88%	-
-	14.05	0.40	97.23%	-
10.14	21.43	0.66	97.95%	-
8.14	7.88	0.29	98.22%	-
-	16.08	0.03	99.81%	-
-	4.41	-	100.00%	-
23.10	106.27	4.47	96.66%	-

ROLL-OFF

CITY DIVERSION	SOURCE SEPERATED	RECYCLABLES	ORGANICS	WASTE	DIVERSION
0.00%	-	-	7.11	29.19	19.59%
0.00%	0.03	-	-	62.39	0.05%
0.00%	-	-	-	39.84	0.00%
0.00%	-	-	-	65.79	0.00%
0.00%	-	-	-	48.45	0.00%
0.00%	-	-	-	25.17	0.00%
0.00%	-	-	-	27.99	0.00%
19.22%	-	-	-	30.86	0.00%
0.00%	-	-	-	62.50	0.00%
0.00%	-	-	-	50.22	0.00%
7.43%	-	-	-	71.45	0.00%
	-	-	-	43.67	0.00%
0.00%	-	-	-	66.52	0.00%
2.12%	0.03	-	-	594.85	0.01%

DIVERSION-SUMMARY

MONTH	TOTAL DIVERTED	TOTAL LANDFILLED	OVERALL DIVERSION	4.80 * PER CAPITA
Dec-19	550.71	948.00	36.75%	1.70
Jan-20	606.17	1,127.29	34.97%	2.03
Feb-20	505.86	900.23	35.98%	1.74
Mar-20	533.61	1,024.48	34.25%	1.85
Apr-20	453.29	1,420.02	24.20%	2.65
May-20	84.49	1,726.78	4.66%	3.11
Jun-20	153.10	1,392.00	9.91%	2.59
Jul-20	281.36	1,471.22	16.05%	2.65
Aug-20	318.83	1,219.56	20.72%	2.20
Sep-20	219.39	1,388.39	13.65%	2.59
Oct-20	162.06	1,550.07	9.47%	2.79
Nov-20	193.16	1,434.62	11.87%	2.67
Dec-20	134.97	1,562.67	7.95%	2.82
YTD TOTAL	3,646.29	16,217.33	18.36%	



City of Wildomar

Quarterly Reports

1Q, 2019

1. Collection Information

Quarterly report that lists the quantity of solid waste collected by Month and the number of accounts serviced monthly.

Please see attached Tonnage Report.

2. Service Performance

Summary of entries made in the service log including all praises, complaints, and notifications of missed pickups, and responses thereto. Total number of all written or oral Customer comments and the number of comments received for the following categories: praises, litter or property damage complaints, misplacement of containers, stolen containers, personnel complaints, missed pickups, and other.

Please see attached Summary Report.

3. Program Implementation

Summary of problems or barriers to implementation of services for the quarter and how the problems and barriers were resolved, or proposed corrections.

None to report for the quarter.

AB 939 Reporting

Recycling Outreach and Public Education conducted by WM's Recycling Coordinator for the City of Wildomar.

Nothing to report for the quarter.

Waste Management
City of Wildomar - Summary Report, 2019 YTD

Service Performance, Summary

CALL LOG **Jan Feb Mar**

RESIDENTIAL

Courtesy Service	12		1
Delivery	45	52	54
ETA Inquiry	13	11	4
Removal	62	47	54
Swap	85	62	86
Missed Pick-up	35	6	30

COMMERCIAL/MF

Courtesy Service			2
Delivery	1	1	1
Extra Pickup		1	24
Removal	21	7	11
Swap	3	14	8

COMPLAINT **Jan Feb Mar**

RESIDENTIAL

2nd MPU within 60-day period	1	1	
Complaint about driver	1		5
Container condition			1
Repeat issue - driver identified			1

COMPLIMENT **Jan Feb Mar**

RESIDENTIAL

Non-driver compliment	1		
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SAFETY **Jan Feb Mar**

COMMERCIAL/MF

Operating/driving vehicle unsafely	1		
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RESIDENTIAL

Operating/driving vehicle unsafely		1	
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OVERAGE **Jan Feb Mar**

COMMERCIAL/MF

Overage, Cart/Bin	43	29	25
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NON-COLLECTION NOTICES **Jan Feb Mar**

COMMERCIAL

Contamination			23
Inaccessible - Blocked	1		
Inaccessible - Closed (Road/Lot)			1
Inaccessible - Due to Safety Issue		1	
Inaccessible - Locked			2
Inaccessible - Not Out for Service	1		
Inaccessible - Unable to Locate			4
Unsafe to Service - Overage		2	4
Unsafe to Service - Weather			2

All other categories not outlined above:

None to report.

Franchisee Responses thereto:

•Complaints were addressed and resolved. •Missed services were recovered. •Customers were notified of Overage(s).

**Waste Management
City of Wildomar
Tonnage Report, 2019**

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Annual
Tonnages Collected By Service	Tonnages	Tonnages	Tonnages	Tonnages	Tonnages	Tonnages	Tonnages	Tonnages	Tonnages	Tonnages	Tonnages	Tonnages	Totals
COMMERCIAL/ MULTI-FAMILY													
Landfilled (MSW)	177.89	168.17	185.69										531.75
Recycling	24.73	23.26	22.12										70.11
Organics	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Tonnages Collected	202.62	191.43	207.81	-	-	-	-	-	-	-	-	-	601.86
Commercial Diversion %	12.2%	12.2%	10.6%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	11.6%
RESIDENTIAL - With Greenwaste													
Landfilled (MSW)	273.02	219.51	237.78										730.31
TS Public Loads (MSW)	-	-	-										-
Residual (MSW)	10.51	7.51	8.27	-	-	-	-	-	-	-	-	-	26.29
Recycling, Curbside	51.21	36.35	39.12	-	-	-	-	-	-	-	-	-	126.68
TS Public Loads, Recyclable	-	-	-	-	-	-	-	-	-	-	-	-	-
Recycling, E-waste	2.81	1.78	3.08	-	-	-	-	-	-	-	-	-	7.67
Recycling, White Goods	0.07	0.18	0.15	-	-	-	-	-	-	-	-	-	0.39
Recycling, Mattresses	0.38	0.38	0.80	-	-	-	-	-	-	-	-	-	1.56
Greenwaste	105.06	76.11	139.48	-	-	-	-	-	-	-	-	-	320.65
TS Public Loads, Greenwaste	-	-	-	-	-	-	-	-	-	-	-	-	-
Organics	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Tonnages Collected	443.05	341.83	428.67	-	-	-	-	-	-	-	-	-	1,213.55
Residential Diversion %	36.0%	33.6%	42.6%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	37.7%
RESIDENTIAL - Standard Service, No Greenwaste													
Landfilled (MSW)	233.44	187.31	203.25										624.00
TS Public Loads (MSW)	-	-	-										-
Residual (MSW)	8.24	5.91	6.53	-	-	-	-	-	-	-	-	-	20.69
Recycling, Curbside	40.07	28.56	30.80	-	-	-	-	-	-	-	-	-	99.43
TS Public Loads, Recyclable	-	-	-	-	-	-	-	-	-	-	-	-	-
Recycling, E-waste	2.39	1.52	2.62	-	-	-	-	-	-	-	-	-	6.53
Recycling, White Goods	0.06	0.15	0.13	-	-	-	-	-	-	-	-	-	0.33
Recycling, Mattresses	0.32	0.32	0.68	-	-	-	-	-	-	-	-	-	1.33
TS Public Loads, Greenwaste	-	-	-	-	-	-	-	-	-	-	-	-	-
Organics	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Tonnages Collected	284.52	223.77	244.01	-	-	-	-	-	-	-	-	-	752.31
Residential Diversion %	15.1%	13.7%	14.0%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	14.3%
ROLL-OFF													
Landfilled (MSW)	86.64	63.01	55.54										205.19
Residual (MSW)	-	-	-	-	-	-	-	-	-	-	-	-	-
Recycling	7.32	-	-	-	-	-	-	-	-	-	-	-	7.32
Greenwaste	1.86	3.54	2.38										7.78
Organics	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Tonnages Collected	95.82	66.55	57.92	-	-	-	-	-	-	-	-	-	220.29
Roll-off Diversion %	9.6%	5.3%	4.1%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	6.9%
Total Tonnages (All Services)													
Trash	789.74	651.43	697.06	-	-	-	-	-	-	-	-	-	2,138.23
Recycle	129.36	92.50	99.49	-	-	-	-	-	-	-	-	-	321.34
Green Waste	106.92	79.65	141.86	-	-	-	-	-	-	-	-	-	328.43
Organics	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Tons Collected	1,026.02	823.58	938.41	-	-	-	-	-	-	-	-	-	2,788.01
Total Tons Diverted	236.28	172.15	241.35	-	-	-	-	-	-	-	-	-	649.77
Total Diversion % All Services	23.03%	20.90%	25.72%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	23.3%

Commercial/ Multi-family tonnages all bin services, including temporary.
Roll-Off tonnages include temporary, constructions/demolition, and clean-up tonnages.

**Waste Management
City of Wildomar
Tonnage Report, 2019**

Customer Counts by Line of Business

<i>Customer Counts by LOB</i>	<i>Jan-19</i>	<i>Feb-19</i>	<i>Mar-19</i>	<i>Apr-19</i>	<i>May-19</i>	<i>Jun-19</i>	<i>Jul-19</i>	<i>Aug-19</i>	<i>Sep-19</i>	<i>Oct-19</i>	<i>Nov-19</i>	<i>Dec-19</i>
Comm./Multi-family	88	91	97									
Residential	4,137	4,135	4,138									
Roll-Off	10	10	12									

Residential Recycling Tonnages, Summary by Commodity

<i>Allocation %</i>	<i>Recycle Characterization</i>	<i>Jan-19</i>	<i>Feb-19</i>	<i>Mar-19</i>	<i>Apr-19</i>	<i>May-19</i>	<i>Jun-19</i>	<i>Jul-19</i>	<i>Aug-19</i>	<i>Sep-19</i>	<i>Oct-19</i>	<i>Nov-19</i>	<i>Dec-19</i>	<i>YTD Total Tons</i>
18.96%	<i>Cardboard (OCC)</i>	20.80	14.79	15.93	-	-	-	-	-	-	-	-	-	51.52
46.88%	<i>Old Newsprint (ONP)</i>	51.43	36.57	39.39	-	-	-	-	-	-	-	-	-	127.39
1.22%	<i>Polyethylene Colored (HDPE C)</i>	1.34	0.95	1.03	-	-	-	-	-	-	-	-	-	3.32
1.19%	<i>Polyethylene Natural (HDPE N)</i>	1.31	0.93	1.00	-	-	-	-	-	-	-	-	-	3.23
1.38%	<i>Plastic (PET)</i>	1.51	1.08	1.16	-	-	-	-	-	-	-	-	-	3.75
1.53%	<i>Mixed Plastics</i>	1.68	1.19	1.29	-	-	-	-	-	-	-	-	-	4.16
1.57%	<i>Tin</i>	1.72	1.22	1.32	-	-	-	-	-	-	-	-	-	4.27
0.10%	<i>Aluminium</i>	0.11	0.08	0.08	-	-	-	-	-	-	-	-	-	0.27
1.19%	<i>Scrap Metal</i>	1.31	0.93	1.00	-	-	-	-	-	-	-	-	-	3.23
9.19%	<i>Glass</i>	10.08	7.17	7.72	-	-	-	-	-	-	-	-	-	24.97
16.79%	<i>Residual (MSW)</i>	18.42	13.10	14.11	-	-	-	-	-	-	-	-	-	45.62
	Residential Recycling Curbside Monthly Total Tons	109.70	78.01	84.02	-	-	-	-	-	-	-	-	-	271.73

Additional Services Requests by Customers

	<i>Jan-19</i>	<i>Feb-19</i>	<i>Mar-19</i>	<i>Apr-19</i>	<i>May-19</i>	<i>Jun-19</i>	<i>Jul-19</i>	<i>Aug-19</i>	<i>Sep-19</i>	<i>Oct-19</i>	<i>Nov-19</i>	<i>Dec-19</i>	<i>YTD Total</i>
<i>Bulky Item(s) Pick-up</i>	198	153	192										543
<i>E-waste Item(s) Pick-up</i>	5	13	11										29
<i>White Good(s) Pick-up</i>	52	33	57										142
<i>Mattress Pick-up</i>	39	39	82										160
<i>Used Oil Pick-up (Gals.)</i>	-	2	8										10



WASTE MANAGEMENT

17700 Indian Street
Moreno Valley, CA 92551

January 31, 2021

Gary Nordquist
City Manager
City of Wildomar
23873 Clinton Keith Rd.
Wildomar, California 92595

RE: Annual Reports, 2020

Dear Mr. Nordquist,

As outlined in our Franchise Agreement, Waste Management (WM) respectfully submits the following information which addresses our Annual Reports requirements.

Exhibit D, 4.1. Summary Reports

The Franchisee shall provide a summary of information contained in the quarterly reports. The summary reports shall clearly indicate the diversion rate for each waste sector type. The diversion information provided shall include quantities of materials collected, and if processed by non-system facilities, the quantities recycled and composted in tons (or cubic yards if tonnage information is not available) for each waste generator type. In this report, the Franchisee shall note unusual changes in disposal quantities and indicate potential reason(s) for this change. The summary report shall include a discussion of noteworthy experiences, and any problems in program operation and how they were resolved.

Summary report data is attached.

Green waste Outreach/Education

- As of December 7, 2020, due to staffing impacts due to COVID-19, Waste Management was forced to temporarily switch to every other week green waste pickup schedule. This allowed us to use the green waste route drivers during the off weeks to help cover the open routes for the residential and commercial line of business. Green waste weekly service will resume back on February 1, 2021.
- To assist residents that may have extra green waste during this temporary service change, we allowed extra bags be placed next to green waste bin during the customer's collection week.

- Communication of this temporary change went out to all customers in the form of a voice message, text or email depending on the customer's communication preference selected in their account.
- Social media post communicating temporary change was shared with City's PIO.

Exhibit D, 4.2. Equipment Inventory

The Franchisee shall provide a complete inventory of collection equipment and other major equipment. The inventory list shall indicate the age of the equipment.

Please see attached report.

Exhibit D, 4.3. Future Programs

The Franchisee shall prepare a report that identifies any future programs and/or facilities that may be needed but have not been planned for.

None to report at this time.

Exhibit D, 4.4. Litigation Information

The Franchisee shall submit declarations of the: current status of any pending criminal or civil litigation against the parent company and all subsidiaries of parent company that may have an effect on the Franchisee's ability to meet the obligations of the Agreement or provide a satisfactory level of service.

None to report.

Section 5.F.8. Illegal Dumping Retrieval Service

Within sixty (60) days of the end of each year of this Agreement, Franchisee shall submit to the Director an accurate accounting of its costs to provide Illegal Dumping Retrieval Service.

Please see attached report.

Recycling Outreach and Public Education

Due to C-19, the team is not able to physically visit customers, so we are relying on phone calls and emails. C-19 has also caused changes in levels of service provided to customers, which may change the compliance numbers.

- Ongoing direct AB341/AB1826 direct outreach: Calls/Emails
- Conducted recycle contamination outreach prior to C-19
- Cornerstone Church started AB1826 in person visit prior to C-19
- Bundy Canyon Christian School, in person visit prior to C-19 Exempted from AB1826 feed to animals/livestock
- Mc Donald's, started AB1826
- Collected on a weekly-basis senior applications from The Farm POA and other residents prior to C-19
- Attended Rotary Club Meetings in person prior to C-19 then on Zoom
- Coffee with Wildomar in-person prior to C-19 then via Zoom
- Lunch with Friends until March then cancelled due to C-19
- Council meeting on June 10th regarding Tax Roll
- A sponsor of virtual Wildomar State of the City in November

- \$500.00 donation to Wildomar Rotary Club November
- Wildomar Clean up at Reagan Elementary November

Should you have any questions or require additional information, please feel free to contact me via email at drojas2@wm.com or phone, (951) 476-5478.

Respectfully,

Derek Rojas
Public Sector Manager

City of Wildomar
Diversion Report-2020

Total Tonnages (All Services)													
	43831	43862	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Annual
Disposal	829.86	626.77	704.02	928.55	802.95	807.56	826.03	690.65	822.93	682.86	742.31	867.44	9,331.91
Recycle	106.57	106.33	64.70	33.49	27.26	92.68	148.17	135.05	196.16	135.10	209.61	227.83	1,482.94
Greenwaste	132.74	110.82	150.56	297.97	200.07	159.99	183.96	127.88	178.81	134.93	136.17	110.62	1,924.52
Organic	2.25	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	34.15
Total Tons Collected	1,071.42	846.82	922.17	1,262.90	1,033.18	1,063.12	1,161.06	956.47	1,200.80	955.79	1,090.99	1,208.79	12,773.52
Total Tons Diverted	241.56	220.05	218.16	334.36	230.23	255.57	335.03	265.83	377.87	272.93	348.68	341.35	3,441.61
Total Diversion % All Services	22.55%	25.99%	23.66%	26.48%	22.28%	24.04%	28.86%	27.79%	31.47%	28.56%	31.96%	28.24%	26.9%

COMMERCIAL/ MULTI-FAMILY Tonnages															
Line of Business	Commodity	Material Type	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Annual
COMMERCIAL/ MULTI-FAMILY	Disposal	MSW	222.97	195.30	198.56	182.57	174.76	184.36	199.30	174.89	185.74	187.27	195.72	188.89	2,290.33
	Disposal	COVID-19 Recycle-Landfilled	-	-	7.91	16.11	17.99	19.71	-	-	-	-	-	-	61.72
	Recycle	Recycle	21.13	18.14	14.20	-	-	-	19.19	20.33	21.64	20.89	23.11	24.11	182.74
	Organics	Organics	2.25	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	2.90	34.15
	Total Tonnages Collected		246.35	216.34	223.57	201.58	195.65	206.97	221.39	198.12	210.28	211.06	221.73	215.90	2,568.94
	Total Tonnages Diverted		23.38	21.04	17.10	2.90	2.90	2.90	22.09	23.23	24.54	23.79	26.01	27.01	216.89
Commercial/Multi-Fam Diversion %			9.5%	9.7%	7.6%	1.4%	1.5%	1.4%	10.0%	11.7%	11.7%	11.3%	11.7%	12.5%	8.4%

RESIDENTIAL Tonnages															
Line of Business	Commodity	Material Type	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Annual
RESIDENTIAL	Disposal	Curbside MSW	456.10	350.78	375.37	529.45	445.54	392.94	501.14	382.19	475.99	377.28	390.18	508.07	5,185.03
	Disposal	COVID-19 Recycle-Landfilled	-	-	26.72	128.42	83.02	71.02	-	-	-	-	-	-	309.18
	Disposal	Curbside Recycling Residual	32.59	10.11	18.68	-	-	-	29.46	22.56	28.74	22.57	25.12	33.86	223.69
	Recycle	Curbside Recycling	76.05	68.00	43.60	-	-	-	68.74	52.63	67.05	52.65	58.61	112.87	600.20
	Greenwaste	Curbside Greenwaste	131.59	107.99	150.36	293.65	198.52	158.05	183.89	127.12	177.90	133.97	126.39	110.62	1,900.05
	Total Tonnages Collected		696.33	536.88	614.73	951.52	727.08	622.01	783.23	584.50	749.68	586.47	600.30	765.42	8,218.15
	Total Tonnages Diverted		207.64	175.99	193.96	293.65	198.52	158.05	252.63	179.75	244.95	186.62	185.00	223.49	2,500.25
	Residential Diversion %		29.8%	32.8%	31.6%	30.9%	27.3%	25.4%	32.3%	30.8%	32.7%	31.8%	30.8%	29.2%	30.4%

ROLL-OFF Tonnages															
Line of Business	Commodity	Material Type	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Annual
ROLL-OFF	Disposal	MSW	113.25	63.13	73.21	65.35	74.94	132.97	90.34	101.77	121.31	79.17	106.49	122.59	1,144.52
	Disposal	C&D Residual 17.18%	-	2.72	0.54	1.52	-	1.08	1.99	6.31	7.28	11.02	18.85	5.53	56.84
	Recycle	Concrete	-	-	-	11.29	-	78.37	30.03	23.69	63.04	-	23.74	52.35	282.51
	Recycle	Wood	0.58	-	1.70	3.04	1.47	-	12.25	0.91	1.77	2.30	6.70	1.03	31.75
	Recycle	Demolition (C&D)	-	13.16	2.65	7.35	15.47	5.21	9.62	30.42	35.08	53.13	90.87	26.64	289.60
	Recycle	Inserts	-	-	-	-	-	1.00	-	-	-	-	-	-	1.00
	Greenwaste	Greenwaste	1.15	2.83	0.20	4.32	1.55	1.94	0.07	0.76	0.91	0.96	9.78	-	24.47
	Total Tonnages Collected		114.98	81.84	78.30	92.87	93.43	220.57	144.30	163.86	229.39	146.58	256.43	208.14	1,830.69
Total Tonnages Diverted		1.73	15.99	4.55	26.00	18.49	86.52	51.97	55.78	100.80	56.39	131.09	80.02	629.33	
Roll-off Diversion %			1.5%	19.5%	5.8%	28.0%	19.8%	39.2%	36.0%	34.0%	43.9%	38.5%	51.1%	38.4%	34.4%

Tonnages from Residential Programs-Addtl. Services															
Line of Business	Commodity	Material Type	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Annual
Residential, Addtl. Services	Recycle	E-waste	0.35	0.50	0.08	0.38	0.33	0.30	0.43	0.23	0.23	0.35	0.33	0.53	4.00
	Recycle	White Goods	7.60	5.60	1.90	10.00	8.60	6.40	7.00	6.20	6.60	4.60	5.50	9.00	79.00
	Recycle	Mattress'	0.86	0.93	0.57	1.43	1.40	1.40	0.91	0.64	0.75	1.18	0.75	1.31	12.14
	Disposal	MSW	4.95	4.73	3.03	5.13	6.70	5.48	3.80	2.93	3.88	5.55	5.95	8.50	60.60

Customer Counts													
Line of Business (LOB)	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	
Commercial/Multi-family	95	96	96	96	98	103	100	100	100	108	108	108	
Residential	4,127	4,128	4,128	4,133	4,129	4,135	4,139	4,139	4,139	4,137	4,137	4,137	
Roll-Off	9	11	11	16	16	17	18	18	23	14	17	15	

Residential Recycling Tonnages by Commodity, Summary		Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	YTD Total
12%	3 Mix Glass	9.13	8.16	5.23	-	-	-	11.78	9.02	11.49	9.03	10.05	13.54	87.44
1%	Polyethylene Mixed (HDPE M/C)	0.76	0.68	0.44	-	-	-	0.98	0.75	0.96	0.75	0.84	1.13	7.29
1%	Metal	0.76	0.68	0.44	-	-	-	0.98	0.75	0.96	0.75	0.84	1.13	7.29
37%	Mixed Paper (MP)	28.14	25.16	16.13	-	-	-	36.33	27.82	35.44	27.83	30.98	41.76	269.60
14%	Cardboard (OCC)	10.65	9.52	6.10	-	-	-	13.75	10.53	13.41	10.53	11.72	15.80	102.01
2%	Plastic (PET)	1.52	1.36	0.87	-	-	-	1.96	1.50	1.92	1.50	1.67	2.26	14.57
2%	Tin Cans	1.52	1.36	0.87	-	-	-	1.96	1.50	1.92	1.50	1.67	2.26	14.57
1%	Mixed Plastics	0.76	0.68	0.44	-	-	-	0.98	0.75	0.96	0.75	0.84	1.13	7.29
30%	Residual (MSW)	22.82	20.40	13.08	-	-	-	29.46	22.56	28.74	22.57	25.12	33.86	218.60
100%	Residential Recycling Curbside Total Tons Collected	76.05	68.00	43.60	-	-	-	98.20	75.19	95.79	75.22	83.73	112.87	728.65

Residential Programs-Addtl. Services														
Service Requests	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	YTD Total	
Bulky Item(s) Pick-up	198	189	121	205	268	219	152	117	155	222	238	340	2,424	
Mattress Pick-up	48	52	32	80	78	78	51	36	42	66	42	73	678	
E-waste Item(s) Pick-up	14	20	3	15	13	12	17	9	9	14	13	21	160	
White Good(s) Pick-up	76	56	19	100	86	64	70	62	66	46	55	90	790	
Used Oil Pick-up (Gals.)	4	10	0	0	2	0	0	1	2	0	0	2	21	

Waste Management
City of Wildomar - Summary Report, 2020 YTD

Service Performance, Summary

CALL LOG	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
RESIDENTIAL												
Courtesy Service	10	2	2	4	5		8	3		4	5	6
Delivery	58	48	27	60	68	66	69	40	68	98	126	97
ETA Inquiry	10	8	7	23	15	10	10	9	5	5	16	26
Extra Pickup					1							1
Missed Pick-up	20	10	7	19	12	10	16	2	9	21	23	46
Removal	54	32	23	42	30	33	52	32	41	81	62	133
Swap	59	47	29	81	83	104	132	80	88	131	107	151
COMMERCIAL/MF												
Courtesy Service	2		4		2	2	1	10	5	27	20	7
Delivery		4	5	2	2	4	1	3	4	1	6	4
Extra Pickup	7	2	3	10	11	4	15	8	16	27	46	29
Overage, Cart/Bin	85	48	49		26	93	87	175	115	19	24	21
Removal	6	5	5	4	13	4	6	7	9	21	20	14
Swap	2		3							3		2
ETA Inquiry											1	
Missed Pick-up							1		2			4
COMPLAINT	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
RESIDENTIAL												
2nd MPU within 60-day period			1	2			2					2
Complaint about driver		1		2	1	1	1	4		1	1	
Complaint about trash in street						1						
Container not delivered/removed/swapped (REP)							1	1	1			
Complaint about container not placed properly									1			
No communication to customer							1					
COMMERCIAL/MF												
Complaint about driver					1							
Repeat issue - driver identified												1
ROLL-OFF												
<i>none to report.</i>												
COMPLIMENT	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
RESIDENTIAL												
Non-driver compliment								1				
COMMERCIAL/MF												
Non-driver compliment									1			
ENVIROMENTAL	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
RESIDENTIAL												
Issue regarding litter							1					
Issue regarding spills/leaks										1		
NON-COLLECTION NOTICES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
COMMERCIAL/MF												
Blocked	4	3	6	6	2	7	10	16	13	12	14	15
Closed Out Of Business (Customer)				2	1							
Container Empty	17	8	11	12	10	14	12	6	4	11	1	6
Customer Request / Refused			1	6								
Damaged Container (No Service)					2		3					9
Inaccessible / Stuck due to Weather			16	7								19
Inaccessible due to Safety Issue			2	2	3	4	5		4	3	2	
Locked (Container / Property)	5	4	8	4	14	7	6	7	3	6	13	12
Material Contaminated / Unacceptable	6	2	6	2	4	2	4	3	22	15	20	14
Material on Ground		1	2	2	4	2	4	1	1	2	1	3
Not Out		3			3	1		3	3	3	7	2

Waste Management**City of Wildomar - Summary Report, 2020 YTD**

NON-COLLECTION NOTICES (cont.)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Overloaded (Safety Issue)			1	8	2	5	1	3	2			1
Overloaded / Exceeded Limit	2					5	5	6				
Unable to Locate			1			1	1		1	7	3	
Closed (Road / Lot)	6							8			1	
National Emergency (Customer Refused)			5									
Material Stuck in Container									1	3		
Closed (Holiday)			4				10				6	7
Suspended Service			1									
ROLL-OFF												
Customer Request / Refused							2					
Not Out / Container Empty				1								
Overloaded / Exceeded Limit							1					

All other categories not outlined above:

None to report.

Franchisee Responses thereto:

•Complaints were addressed and resolved. •Missed services were recoved. •Customers were notified of Overage(s).



City of Wildomar - Annual Report, 2020
Equipment Inventory

UNIT_NO	YEAR	MAKE	OPER_CLASS	2020 Age
103171	2008	AUTOCAR	RES ASL	12 year(s)
103304	2009	AUTOCAR	RES ASL	11 year(s)
103660	2011	PETERBILT	RES ASL	9 year(s)
103854	2012	PETERBILT	RES ASL	8 year(s)
103863	2012	PETERBILT	RES ASL	8 year(s)
103868	2012	PETERBILT	RES ASL	8 year(s)
106308	2019	AUTOCAR	RES ASL	1 year(s)
106311	2019	AUTOCAR	RES ASL	1 year(s)
106336	2019	PETERBILT	RES ASL	1 year(s)
106733	2021	AUTOCAR	RES ASL	-1 year(s)
266430	2020	AUTOCAR	COM FEL	0 year(s)
213481	2018	AUTOCAR	COM FEL	2 year(s)
213661	2018	AUTOCAR	COM FEL	2 year(s)
214594	2019	AUTOCAR	COM FEL	1 year(s)
414276	2015	PETERBILT	ROLL OFF	5 year(s)
414889	2016	PETERBILT	ROLL OFF	4 year(s)
414893	2016	PETERBILT	ROLL OFF	4 year(s)
415070	2016	PETERBILT	ROLL OFF	4 year(s)
417190	2020	PETERBILT	ROLL OFF	0 year(s)

**Waste Management
City of Wildomar
Illegal Dumping Annual Report
2020**

DATE REPORTED	COMPLETED	SERVICE_STREET_NM	TICKET	TICKET NOTES/DETAILS	LOCATION	QTY	\$ Amount
1/7/2020	1/8/2020	WILDOMAR CITY AREA	617756	DESCRIPTION OF COMPLAINT:Refrigerator	LOCATION:Cottonwood near Palm in Wildomar	1	\$ 23.48
1/7/2020	1/8/2020	WILDOMAR CITY AREA	617770	DESCRIPTION OF COMPLAINT:Sofa	LOCATION:Ennis near Cottonwood in Wildomar	1	\$ 23.48
1/8/2020	1/9/2020	WILDOMAR CITY AREA	620033	DESCRIPTION OF COMPLAINT:misc.bulky/whitegood items	LOCATION:33730 Orange St in Wildomar	3	\$ 70.44
1/9/2020	1/10/2020	WILDOMAR CITY AREA	623033	DESCRIPTION OF COMPLAINT:refrigerator and sofa	LOCATION:dumped at Ennis near Cottonwood near Palm.	2	\$ 46.96
3/12/2020	3/13/2020	WILDOMAR CITY AREA	717661	DESCRIPTION OF COMPLAINT:Blue sofas	LOCATION:Via Sarah and Nutmeg in Wildomar	2	\$ 46.96
4/27/2020	4/28/2020	WILDOMAR CITY AREA	785312	DESCRIPTION OF COMPLAINT:lighting fixtures	LOCATION:Salida Del Sol S/O la Estrella	2	\$ 46.96
5/4/2020	5/5/2020	WILDOMAR CITY AREA	798734	DESCRIPTION OF COMPLAINT:TV and an Christmas tree box filled with stuff	LOCATION:35336 Chiwi Circle, Wildomar 92595	2	\$ 46.96
5/15/2020	5/18/2020	WILDOMAR CITY AREA	824030	DESCRIPTION OF COMPLAINT:Boxes, trash	LOCATION:La Estrella 500' W/O meadow park circle	2	\$ 46.96
5/15/2020	5/18/2020	WILDOMAR CITY AREA	824036	DESCRIPTION OF COMPLAINT:BOX on side of mountain	LOCATION:La Estrella 200' E/O Salida del sol.	1	\$ 23.48
5/15/2020	5/18/2020	WILDOMAR CITY AREA	824052	DESCRIPTION OF COMPLAINT:Dresser and Tire around same area	LOCATION:Salida del sol 750' S/O La Estrella	2	\$ 46.96
5/15/2020	5/18/2020	WILDOMAR CITY AREA	824068	DESCRIPTION OF COMPLAINT:Multiple black trash bags	LOCATION:Salida del Sol 200' S/O La Estrella	3	\$ 70.44
5/15/2020	5/18/2020	WILDOMAR CITY AREA	824076	DESCRIPTION OF COMPLAINT:2 mattresses	LOCATION:Salida del sol S/O La Estrella	2	\$ 46.96
5/15/2020	5/18/2020	WILDOMAR CITY AREA	824114	DESCRIPTION OF COMPLAINT:2 large items	LOCATION:W/O Trig Rd on La Estrella	2	\$ 46.96
5/15/2020	5/18/2020	WILDOMAR CITY AREA	824124	DESCRIPTION OF COMPLAINT:Furniture and sofa	LOCATION:23587 Wildomar Trail (Previously Baxter)	2	\$ 46.96
5/15/2020	5/18/2020	WILDOMAR CITY AREA	824136	DESCRIPTION OF COMPLAINT:TRASH BAGS,BUCKET,BOXES,MATTRESS,DRAWER	LOCATION:Monte Vista between Bundy Canyon and Wildomar Trail (Old	5	\$ 117.40
5/19/2020	5/20/2020	WILDOMAR CITY AREA	830412	DESCRIPTION OF COMPLAINT:ILLEGAL DUMPING	LOCATION:behind the USA Gas Station at 23905 Arya, Wildomar.	1	\$ 23.48
5/21/2020	5/22/2020	WILDOMAR CITY AREA	835742	DESCRIPTION OF COMPLAINT:Mattress and wall unit	LOCATION:22120 Waite st.	2	\$ 46.96
5/21/2020	5/22/2020	WILDOMAR CITY AREA	835762	DESCRIPTION OF COMPLAINT:sofa couch	LOCATION:Grape and Grape Spur	1	\$ 23.48
5/28/2020	5/30/2020	WILDOMAR CITY AREA	848025	DESCRIPTION OF COMPLAINT:Wire Fencing, broken pallets	LOCATION:Monte Vista couple hundred feet N/O Corner Stone Church	3	\$ 70.44
5/28/2020	5/30/2020	WILDOMAR CITY AREA	848058	DESCRIPTION OF COMPLAINT:box spring	LOCATION:Monte Vista 300' +/- S/O Bundy Canyon	1	\$ 23.48
6/8/2020	6/9/2020	WILDOMAR CITY AREA	867664	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:36254 Jana ln.	1	\$ 23.48
6/11/2020	6/12/2020	WILDOMAR CITY AREA	876160	DESCRIPTION OF COMPLAINT:SET OF COUCHES	LOCATION:Wildomar Trail @ 23300.	2	\$ 46.96
6/19/2020	6/26/2020	WILDOMAR CITY AREA	893113	DESCRIPTION OF COMPLAINT:MISC ITEMS	LOCATION:illegal dumps along Lost Rd	2	\$ 46.96
6/22/2020	6/24/2020	WILDOMAR CITY AREA	896365	DESCRIPTION OF COMPLAINT:trash bags under tree	LOCATION:La Estrella @ Trig rd 35685	2	\$ 46.96
7/1/2020	7/2/2020	WILDOMAR CITY AREA	917313	DESCRIPTION OF COMPLAINT: MISC. ITEMS ALONG ROAD	LOCATION:27401 Lost rd.	2	\$ 48.34
7/10/2020	7/13/2020	WILDOMAR CITY AREA	935916	DESCRIPTION OF COMPLAINT:Illegal Dumps	LOCATION:Along Lost Rd in Wildomar 25152 - 29717 lost Rd	1	\$ 24.17
7/10/2020	7/13/2020	WILDOMAR CITY AREA	935920	DESCRIPTION OF COMPLAINT:illegal Dumping	LOCATION:@ the corner or Orchard & Lemon.	1	\$ 24.17
7/13/2020	7/14/2020	WILDOMAR CITY AREA	938380	DESCRIPTION OF COMPLAINT:ILLEGAL DUMP	LOCATION:near 35601-35700 Salida Del Sol, Wildomar.	1	\$ 24.17
7/13/2020	7/14/2020	WILDOMAR CITY AREA	938396	DESCRIPTION OF COMPLAINT:ILLEGAL DUMPING	LOCATION:Corner of Olive @ Grape	1	\$ 24.17
7/13/2020	7/14/2020	WILDOMAR CITY AREA	938433	DESCRIPTION OF COMPLAINT:ILLEGAL DUMPING	LOCATION:Bundy Canyon 1500' east of Oak Canyon	1	\$ 24.17
7/14/2020	7/15/2020	WILDOMAR CITY AREA	941419	DESCRIPTION OF COMPLAINT:Sofa, cushions, carpet,trash	LOCATION:near 23698 - 23622 Wildomar Trail	4	\$ 96.68
7/14/2020	7/15/2020	WILDOMAR CITY AREA	941443	DESCRIPTION OF COMPLAINT:television	LOCATION:Canyon Ranch @ 33875	1	\$ 24.17
7/14/2020	7/15/2020	WILDOMAR CITY AREA	942198	DESCRIPTION OF COMPLAINT:ILLEGAL DUMP,BRANCHES, WOOD, MISC	LOCATION:Grape 700' north of Sedco Heights	4	\$ 96.68
7/17/2020	7/20/2020	WILDOMAR CITY AREA	950294	DESCRIPTION OF COMPLAINT:illegal Dumping	LOCATION:All along Lost Rd. in Wildomar	1	\$ 24.17
7/20/2020	7/21/2020	WILDOMAR CITY AREA	953624	DESCRIPTION OF COMPLAINT:2 mattresses/ boxsprings	LOCATION:on Wildomar Tr. E/O Susan	2	\$ 48.34
7/23/2020	7/24/2020	WILDOMAR CITY AREA	962111	DESCRIPTION OF COMPLAINT:FUTON BED	LOCATION:Prielipp @ Elizabeth	1	\$ 24.17
7/24/2020	7/27/2020	WILDOMAR CITY AREA	964951	DESCRIPTION OF COMPLAINT:SOFA	LOCATION:Bundy cyn rd @ 23749	1	\$ 24.17
8/6/2020	8/7/2020	WILDOMAR CITY AREA	988091	DESCRIPTION OF COMPLAINT:illegal dump	LOCATION:Between Monte Vista & Frederick	1	\$ 24.17
8/10/2020	8/12/2020	WILDOMAR CITY AREA	993412	DESCRIPTION OF COMPLAINT:Misc. items, trash,furniture,boxes	LOCATION:Located on Lost Rd	4	\$ 96.68
8/11/2020	8/12/2020	WILDOMAR CITY AREA	996243	DESCRIPTION OF COMPLAINT:Trash on side of road	LOCATION:Near Arya Rd. Wildomar CA 92595	1	\$ 24.17
8/11/2020	8/13/2020	WILDOMAR CITY AREA	996899	DESCRIPTION OF COMPLAINT:3 appliances	LOCATION:Across from 33730 Orange, Wildomar	3	\$ 72.51
8/12/2020	8/13/2020	WILDOMAR CITY AREA	998632	DESCRIPTION OF COMPLAINT:Mattress	LOCATION:Gafford RD in Wildomar	1	\$ 24.17
8/24/2020	8/25/2020	WILDOMAR CITY AREA	20685	DESCRIPTION OF COMPLAINT:illegal dumps	LOCATION:On Salida del Sol between Miguel Rd. & La Estrella St.	1	\$ 24.17
8/26/2020	8/27/2020	WILDOMAR CITY AREA	26217	DESCRIPTION OF COMPLAINT:4 washing machines	LOCATION:corner of Orange and Cottonwood in Wildomar.	4	\$ 96.68
8/27/2020	8/31/2020	WILDOMAR CITY AREA	28484	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:26785 Lost Rd. Wildomar CA 92595	1	\$ 24.17
8/27/2020	8/31/2020	WILDOMAR CITY AREA	28505	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:25531 Lost Rd Wildomar CA 92595	1	\$ 24.17
8/27/2020	8/31/2020	WILDOMAR CITY AREA	28511	DESCRIPTION OF COMPLAINT:cardboard or wood	LOCATION:26338 Lost Rd Wildomar CA 92595	1	\$ 24.17
8/27/2020	8/31/2020	WILDOMAR CITY AREA	28517	DESCRIPTION OF COMPLAINT:Illegal dumping,large items,wood,bags	LOCATION:26785 Lost Rd Wildomar CA 92595	4	\$ 96.68
8/27/2020	8/31/2020	WILDOMAR CITY AREA	28534	DESCRIPTION OF COMPLAINT:washer or dryer	LOCATION:23331 Cottonwood Canyon Rd. Menifee CA 92584	2	\$ 48.34
8/27/2020	8/31/2020	WILDOMAR CITY AREA	28550	DESCRIPTION OF COMPLAINT:large appliances,bulky items	LOCATION:32502 Cottonwood Canyon Rd Menifee CA 92584	3	\$ 72.51
8/31/2020	9/2/2020	WILDOMAR CITY AREA	34117	DESCRIPTION OF COMPLAINT:recliner,wood	LOCATION:32735 Grape St Wildomar	2	\$ 48.34
8/31/2020	9/2/2020	WILDOMAR CITY AREA	34137	DESCRIPTION OF COMPLAINT:Mattresses, wood,tv stand,bed frame	LOCATION:32775 Grape St Wildomar CA 92595	5	\$ 120.85
8/31/2020	9/1/2020	WILDOMAR CITY AREA	34156	DESCRIPTION OF COMPLAINT:buckets,bags,wood,	LOCATION:23967 Baxter Rd Wildomar CA 92595	3	\$ 72.51
8/31/2020	9/2/2020	WILDOMAR CITY AREA	34167	DESCRIPTION OF COMPLAINT:illegal dumping,boxes,mattress,bags	LOCATION:32735 Grape St Wildomar CA 92595	4	\$ 96.68
8/31/2020	9/2/2020	WILDOMAR CITY AREA	34226	DESCRIPTION OF COMPLAINT:mattress	LOCATION:Vine @ Grape East side	1	\$ 24.17
8/31/2020	9/1/2020	WILDOMAR CITY AREA	34408	DESCRIPTION OF COMPLAINT:bricks/rocks	LOCATION:35601 Salida Del Sol	1	\$ 24.17
9/8/2020	9/9/2020	WILDOMAR CITY AREA	49317	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:33865 Sellers Rd. Wildomar CA 92595	1	\$ 24.17
9/10/2020	9/11/2020	WILDOMAR CITY AREA	55504	DESCRIPTION OF COMPLAINT:sofa	LOCATION:23873 Clinton Keith Rd. Wildomar CA 92595	1	\$ 24.17
9/10/2020	9/12/2020	WILDOMAR CITY AREA	55527	DESCRIPTION OF COMPLAINT:mattress	LOCATION:23873 Clinton Keith Rd Wildomar CA 92595	1	\$ 24.17
9/14/2020	9/15/2020	WILDOMAR CITY AREA	61690	DESCRIPTION OF COMPLAINT:sofa	LOCATION:Mahogany Wood @ Summer Dain	1	\$ 24.17
9/14/2020	9/15/2020	WILDOMAR CITY AREA	61709	DESCRIPTION OF COMPLAINT:sofa set	LOCATION:Wildomar trail E/O Monte Vista Dr.	3	\$ 72.51

DATE REPORTED	COMPLETED	SERVICE_STREET_NM	TICKET	TICKET NOTES/DETAILS	LOCATION	QTY	\$ Amount
9/14/2020	9/16/2020	WILDOMAR CITY AREA	62532	DESCRIPTION OF COMPLAINT:Box with bags,bags,clothes	LOCATION:75' south of Spur Brook on Sellers.	3	\$ 72.51
9/16/2020	9/17/2020	WILDOMAR CITY AREA	68241	DESCRIPTION OF COMPLAINT:ILLEGAL DUMPING	LOCATION:Bundy Canyon Rd E/O Oak canyon dr	1	\$ 24.17
9/16/2020	9/17/2020	WILDOMAR CITY AREA	68246	DESCRIPTION OF COMPLAINT:CHAIR&CUSHIONS,SOFA	LOCATION:Monte vista dr S/O Bundy Cyn rd	3	\$ 72.51
9/16/2020	9/17/2020	WILDOMAR CITY AREA	68302	DESCRIPTION OF COMPLAINT:MATTRESS,BAGS,CLOTHING,JUNK	LOCATION:22887 VALLEY VISTA CIR WILDOMAR 92595	4	\$ 96.68
9/18/2020	9/21/2020	WILDOMAR CITY AREA	72719	DESCRIPTION OF COMPLAINT:metal parts	LOCATION:34201/34275 Monte Vista Dr. Wildomar CA 92595	2	\$ 48.34
9/21/2020	9/22/2020	WILDOMAR CITY AREA	76015	DESCRIPTION OF COMPLAINT:metal fence	LOCATION:Grape N/O Windtree	1	\$ 24.17
9/21/2020	9/22/2020	WILDOMAR CITY AREA	76043	DESCRIPTION OF COMPLAINT:mattresses and wood	LOCATION:32733/ 32799 Grape St Wildomar CA 92595	2	\$ 48.34
9/21/2020	9/22/2020	WILDOMAR CITY AREA	76060	DESCRIPTION OF COMPLAINT:Illegal Dumping	LOCATION:22430 Bundy Canyon Rd Wildomar CA 92595	1	\$ 24.17
9/21/2020	9/22/2020	WILDOMAR CITY AREA	76080	DESCRIPTION OF COMPLAINT:SOFA	LOCATION:Grape S/O Malaga.	1	\$ 24.17
9/22/2020	9/23/2020	WILDOMAR CITY AREA	79002	DESCRIPTION OF COMPLAINT:2) mattresses	LOCATION:Cherry just off of Bundy Canyon.	2	\$ 48.34
9/22/2020	9/23/2020	WILDOMAR CITY AREA	79005	DESCRIPTION OF COMPLAINT:appliances, trash	LOCATION:Orange N/O Waite	3	\$ 72.51
9/23/2020	9/24/2020	WILDOMAR CITY AREA	81605	DESCRIPTION OF COMPLAINT:Mattress,wood,trash	LOCATION:2261/22607 Bundy Canyon Rd Wildomar 92595	3	\$ 72.51
9/24/2020	9/29/2020	WILDOMAR CITY AREA	83685	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:32360 Navajo Spring RD Wildomar 92595	1	\$ 24.17
9/24/2020	9/30/2020	WILDOMAR CITY AREA	83694	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:23001 Skylink Dr Canyon Lake 92587	1	\$ 24.17
9/24/2020	9/29/2020	WILDOMAR CITY AREA	83706	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:26284 Lost Rd Wildomar 92595	1	\$ 24.17
9/24/2020	9/29/2020	WILDOMAR CITY AREA	83709	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:26405 Lost Rd Wildomar 92595	1	\$ 24.17
9/24/2020	9/29/2020	WILDOMAR CITY AREA	83723	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:26692 Lost Rd Wildomar 92595	1	\$ 24.17
9/24/2020	9/29/2020	WILDOMAR CITY AREA	83728	DESCRIPTION OF COMPLAINT: illegal dumping	LOCATION:26830 Lost Rd Wildomar 92595	1	\$ 24.17
9/24/2020	9/29/2020	WILDOMAR CITY AREA	83735	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:27216 Lost Rd Wildomar 92595	1	\$ 24.17
9/29/2020	9/30/2020	WILDOMAR CITY AREA	92147	DESCRIPTION OF COMPLAINT:appliance	LOCATION:33810 Cherry, Wildomar	1	\$ 24.17
9/29/2020	9/30/2020	WILDOMAR CITY AREA	92205	DESCRIPTION OF COMPLAINT:Appliance	LOCATION:33629 Orange St. Wildomar 92595	1	\$ 24.17
9/30/2020	10/1/2020	WILDOMAR CITY AREA	93955	DESCRIPTION OF COMPLAINT:Items/trash along road	LOCATION:Monte Vista N/O Corner Stone Church	2	\$ 48.34
10/2/2020	10/5/2020	WILDOMAR CITY AREA	99295	DESCRIPTION OF COMPLAINT:MATTRESS	LOCATION:North on Grape St. right before Malaga Rd.	1	\$ 24.17
10/5/2020	10/6/2020	WILDOMAR CITY AREA	101599	DESCRIPTION OF COMPLAINT:illegal dump	LOCATION:Monte Vista S/O Bundy Cyn rd	1	\$ 24.17
10/5/2020	10/6/2020	WILDOMAR CITY AREA	102222	DESCRIPTION OF COMPLAINT:illegal dump	LOCATION:Salida del sol S/O La Estrella	1	\$ 24.17
10/8/2020	10/9/2020	WILDOMAR CITY AREA	109961	DESCRIPTION OF COMPLAINT: mattresses and boxspring	LOCATION:36491 Yamas Dr Wildomar CA	1	\$ 24.17
10/9/2020	10/13/2020	WILDOMAR CITY AREA	112494	DESCRIPTION OF COMPLAINT:Multiple illegal dumpings along Lost Rd	LOCATION:29717/27403 Lost Rd. Wildomar CA 92595	1	\$ 24.17
10/9/2020	10/13/2020	WILDOMAR CITY AREA	112495	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:29717/27403 Lost Rd Wildomar CA 92595	1	\$ 24.17
10/19/2020	10/20/2020	WILDOMAR CITY AREA	127580	DESCRIPTION OF COMPLAINT:Refrigerator	LOCATION:33645 Orange St. Wildomar	1	\$ 24.17
10/19/2020	10/20/2020	WILDOMAR CITY AREA	127616	DESCRIPTION OF COMPLAINT:TV entertainment set	LOCATION:Corner of Bundy Canyon @ Canyon Ranch, Wildomar	1	\$ 24.17
10/19/2020	10/20/2020	WILDOMAR CITY AREA	127627	DESCRIPTION OF COMPLAINT:MATTRESS	LOCATION:23069/23199 BUNDY CANYON RD, WILDOMAR	1	\$ 24.17
10/19/2020	10/20/2020	WILDOMAR CITY AREA	127640	DESCRIPTION OF COMPLAINT:ILLEGAL DUMP	LOCATION:34201/34275 MONTE VISTA DR. WILDOMAR	1	\$ 24.17
10/19/2020	10/20/2020	WILDOMAR CITY AREA	127725	DESCRIPTION OF COMPLAINT:illegal dump	LOCATION:Monte Vista approximately 1000' S/O Bundy Canyon	1	\$ 24.17
10/19/2020	10/20/2020	WILDOMAR CITY AREA	127734	DESCRIPTION OF COMPLAINT:appliances	LOCATION:at Iodine Springs @ 35775	1	\$ 24.17
10/19/2020	10/20/2020	WILDOMAR CITY AREA	127754	DESCRIPTION OF COMPLAINT:illegal dumps	LOCATION:Salida del sol BET la Estrella & Clinton Keith Road	1	\$ 24.17
10/19/2020	10/20/2020	WILDOMAR CITY AREA	127785	DESCRIPTION OF COMPLAINT:mattresses	LOCATION:34318 Monte Vista Drive, Wildomar	1	\$ 24.17
11/3/2020	11/4/2020	WILDOMAR CITY AREA	158487	DESCRIPTION OF COMPLAINT:couch and trash	LOCATION:Edwards Rd. and Bundy Canyon.	2	\$ 48.34
11/9/2020	11/10/2020	WILDOMAR CITY AREA	168915	DESCRIPTION OF COMPLAINT:RECLINER	LOCATION:33740 Canyon Ranch, Wildomar	1	\$ 24.17
11/11/2020	11/12/2020	WILDOMAR CITY AREA	175135	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:29483 LOST ROAD WILDOMAR CA 92595	1	\$ 24.17
11/11/2020	11/12/2020	WILDOMAR CITY AREA	175154	DESCRIPTION OF COMPLAINT:ILLEGAL DUMPING	LOCATION:28696 LOST ROAD WILDOMAR CA 92595	1	\$ 24.17
11/11/2020	11/12/2020	WILDOMAR CITY AREA	175162	DESCRIPTION OF COMPLAINT:ILLEGAL DUMPING ON SIDE OF ROAD	LOCATION:26665 LOST ROAD WILDOMAR CA 92595	1	\$ 24.17
11/11/2020	11/12/2020	WILDOMAR CITY AREA	175174	DESCRIPTION OF COMPLAINT:ILLEGAL DUMPING	LOCATION:27203 LOST ROAD WILDOMAR CA 92595	1	\$ 24.17
11/11/2020	11/12/2020	WILDOMAR CITY AREA	175184	DESCRIPTION OF COMPLAINT:ILLEGAL DUMPING	LOCATION:29266 LOST ROAD WILDOMAR CA 92595	1	\$ 24.17
11/11/2020	11/12/2020	WILDOMAR CITY AREA	175192	DESCRIPTION OF COMPLAINT:ILLEGAL DUMPING	LOCATION:28790 LOST ROAD WILDOMAR CA 92595	1	\$ 24.17
11/11/2020	11/12/2020	WILDOMAR CITY AREA	175216	DESCRIPTION OF COMPLAINT:ILLEGAL DUMPING	LOCATION:27489 TO 28569 LOST ROAD	1	\$ 24.17
11/11/2020	11/12/2020	WILDOMAR CITY AREA	175236	DESCRIPTION OF COMPLAINT:ILLEGAL DUMPING	LOCATION:28571 TO 29699 LOST ROAD WILDOMAR CA	1	\$ 24.17
11/11/2020	11/12/2020	WILDOMAR CITY AREA	175245	DESCRIPTION OF COMPLAINT:ILLEGAL DUMPING	LOCATION:28570 TO 29698 LOSTROAD WILDOMAR CA	1	\$ 24.17
11/18/2020	11/19/2020	WILDOMAR CITY AREA	189180	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION: Edwards 5 or 10 feet off of Bundy Canyon.	1	\$ 24.17
12/1/2020	12/2/2020	WILDOMAR CITY AREA	213293	DESCRIPTION OF COMPLAINT:Carpet,padding,wood	LOCATION:34345/34483 Monte Vista Dr	3	\$ 72.51
12/8/2020	12/11/2020	WILDOMAR CITY AREA	229178	DESCRIPTION OF COMPLAINT:Illegal Dumping	LOCATION:BUNDY CANYON AND EDWARDS	1	\$ 24.17
12/8/2020	12/10/2020	WILDOMAR CITY AREA	229211	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:32800/32866 Olive St	1	\$ 24.17
12/8/2020	12/10/2020	WILDOMAR CITY AREA	229233	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:Cottonwood near Orange.	1	\$ 24.17
12/12/2020	12/16/2020	WILDOMAR CITY AREA	238244	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:Cottonwood @ Orange	1	\$ 24.17
12/16/2020	12/17/2020	WILDOMAR CITY AREA	246711	DESCRIPTION OF COMPLAINT:illegal dumping along road	LOCATION:32598/32454 Cottonwood Canyon Menifee CA 92584	2	\$ 48.34
12/22/2020	12/23/2020	WILDOMAR CITY AREA	257001	DESCRIPTION OF COMPLAINT: sofa	LOCATION: Grape south of Hemple	1	\$ 24.17
12/28/2020	12/31/2020	WILDOMAR CITY AREA	265344	DESCRIPTION OF COMPLAINT:sofa/love seat	LOCATION:Bundy Canyon at Orange Street behind the Arco Gas station.	2	\$ 48.34
12/28/2020	12/29/2020	WILDOMAR CITY AREA	265352	DESCRIPTION OF COMPLAINT:illegal dumping	LOCATION:Grape Street 1000 feet north of Sedco Heights	1	\$ 24.17

Total: \$ 4,680.72

CITY OF WILDOMAR
SOLID WASTE & RECYCLING TONS SUMMARY REPORT
December-20

RESIDENTIAL

MONTH	CURBSIDE RECYCLABLES	LANDFILL RECYCLABLES	EMSW RECYCLABLES	CURBSIDE ORGANICS	CURBSIDE WASTE
Dec-19	191.00	-	-	281.37	652.63
Jan-20	220.72	-	-	353.50	749.08
Feb-20	169.39	-	-	309.01	575.85
Mar-20	116.37	44.76	13.53	384.57	625.25
Apr-20	4.36	188.46	50.12	434.73	883.25
May-20	5.56	182.58	55.83	70.11	1,195.51
Jun-20	4.23	164.66	32.03	147.30	910.01
Jul-20	3.87	195.69	49.02	258.44	944.28
Aug-20	26.73	106.94	87.66	275.83	736.41
Sep-20	3.73	25.16	65.92	176.77	951.44
Oct-20	49.08	42.23	77.57	80.97	1,083.18
Nov-20	50.23	113.57	15.07	94.57	984.48
Dec-20	52.86	168.41	6.58	66.30	1,121.02
YTD TOTAL	707.13	1,232.46	453.33	2,652.10	10,759.76

COMMERCIAL

MONTH	SEPARATED RECYCLABLES	LANDFILL RECYCLABLES	EMSW RECYCLABLES	DIVERTED SWEEPER WASTE	MRF RECOVERED RECYCLABLES	COMMERCIAL ORGANICS	COMMERCIAL WASTE	COMMERCIAL DIVERSION
Dec-19	21.03	-	-	3.95	-	-	247.48	9.17%
Jan-20	25.62	-	-	6.29	-	-	280.85	10.20%
Feb-20	14.99	-	-	1.13	-	-	255.83	5.93%
Mar-20	8.75	2.66	0.81	4.25	-	1.56	254.47	5.34%
Apr-20	-	5.99	1.59	2.72	-	3.06	229.53	2.38%
May-20	-	9.17	2.81	4.93	-	0.37	231.87	2.13%
Jun-20	-	12.01	2.34	0.35	-	1.17	224.92	0.63%
Jul-20	-	10.26	2.57	5.56	-	0.39	221.02	2.48%
Aug-20	-	9.59	7.84	0.96	-	1.22	192.78	1.03%
Sep-20	2.80	-	-	3.49	-	1.03	270.10	2.64%
Oct-20	12.20	0.16	0.28	2.76	-	0.46	245.06	5.91%
Nov-20	6.34	6.18	0.66	4.45	-	0.38	224.91	4.60%
Dec-20	8.83	1.21	0.05	2.13	-	0.37	167.96	6.28%
YTD TOTAL	79.53	57.23	18.95	39.02	-	10.01	2,799.30	4.28%

CITY-SERVICES

MONTH	SEPARATED RECYCLABLES	C&D MATERIAL	ORGANICS	SWEEPER WASTE	WASTE
Dec-19	-	-	-	-	8.47
Jan-20	-	-	-	-	21.53
Feb-20	-	-	-	-	7.53
Mar-20	-	-	-	-	4.94
Apr-20	-	-	-	-	4.86
May-20	-	-	-	-	2.46
Jun-20	-	-	-	-	2.97
Jul-20	-	-	1.09	-	4.58
Aug-20	-	-	-	-	2.76
Sep-20	-	-	-	-	7.78
Oct-20	-	-	0.56	-	6.98
Nov-20	-	-	-	-	-
Dec-20	-	-	-	-	9.77
YTD TOTAL	-	-	1.65	-	76.16

SELF-HAUL

MONTH	SELF HAUL RECYCLABLES	SELF HAUL WASTE	TOTAL DIVERSION
Dec-19	-	7.25	0.00%
Jan-20	0.01	13.44	0.07%
Feb-20	0.01	20.56	0.05%
Mar-20	2.59	10.63	19.59%
Apr-20	0.04	7.20	0.55%
May-20	3.52	21.38	14.14%
Jun-20	0.05	15.07	0.33%
Jul-20	-	12.68	0.00%
Aug-20	0.04	12.68	0.31%
Sep-20	-	17.11	0.00%
Oct-20	0.01	22.87	0.04%
Nov-20	21.11	46.05	31.43%
Dec-20	0.07	21.15	0.33%
YTD TOTAL	27.45	220.82	11.06%

THIS REPORT REFLECTS THE MOST UP-TO-DATE INFORMATION FOR ALL MONTHS LISTED.

* PER CAPITA TARGET

MULTI-FAMILY

CURBSIDE DIVERSION	MULTI-FAMILY RECYCLABLES	MULTI-FAMILY WASTE	MULTI-FAMILY DIVERSION	TOTAL RES DIVERSION
41.99%	-	-	-	41.99%
43.39%	-	-	-	43.39%
45.38%	-	-	-	45.38%
42.29%	-	-	-	42.29%
28.13%	-	-	-	28.13%
5.01%	-	-	-	5.01%
12.04%	-	-	-	12.04%
18.07%	-	-	-	18.07%
24.53%	-	-	-	24.53%
14.76%	-	-	-	14.76%
9.76%	-	-	-	9.76%
11.51%	-	-	-	11.51%
8.42%	-	-	-	8.42%
21.25%	-	-	-	21.25%

C&D-PROCESSING

SOURCE SEPERATED	C&D MATERIAL DIVERTED	C&D RESIDUAL WASTE	C&D DIVERSION	BIO-MASS DIVERSION
-	46.25	2.98	93.95%	-
-	-	-	-	-
-	11.33	0.62	94.81%	-
-	15.52	1.64	90.44%	-
-	8.38	0.57	93.63%	-
-	-	-	-	-
-	-	-	-	-
4.82	7.19	0.26	97.88%	-
-	14.05	0.40	97.23%	-
10.14	21.43	0.66	97.95%	-
8.14	7.88	0.29	98.22%	-
-	16.08	0.03	99.81%	-
-	4.41	-	100.00%	-
23.10	106.27	4.47	96.66%	-

ROLL-OFF

CITY DIVERSION	SOURCE SEPERATED	RECYCLABLES	ORGANICS	WASTE	DIVERSION
0.00%	-	-	7.11	29.19	19.59%
0.00%	0.03	-	-	62.39	0.05%
0.00%	-	-	-	39.84	0.00%
0.00%	-	-	-	65.79	0.00%
0.00%	-	-	-	48.45	0.00%
0.00%	-	-	-	25.17	0.00%
0.00%	-	-	-	27.99	0.00%
19.22%	-	-	-	30.86	0.00%
0.00%	-	-	-	62.50	0.00%
0.00%	-	-	-	50.22	0.00%
7.43%	-	-	-	71.45	0.00%
-	-	-	-	43.67	0.00%
0.00%	-	-	-	66.52	0.00%
2.12%	0.03	-	-	594.85	0.01%

DIVERSION-SUMMARY

MONTH	TOTAL DIVERTED	TOTAL LANDFILLED	OVERALL DIVERSION	4.80 * PER CAPITA
Dec-19	550.71	948.00	36.75%	1.70
Jan-20	606.17	1,127.29	34.97%	2.03
Feb-20	505.86	900.23	35.98%	1.74
Mar-20	533.61	1,024.48	34.25%	1.85
Apr-20	453.29	1,420.02	24.20%	2.65
May-20	84.49	1,726.78	4.66%	3.11
Jun-20	153.10	1,392.00	9.91%	2.59
Jul-20	281.36	1,471.22	16.05%	2.65
Aug-20	318.83	1,219.56	20.72%	2.20
Sep-20	219.39	1,388.39	13.65%	2.59
Oct-20	162.06	1,550.07	9.47%	2.79
Nov-20	193.16	1,434.62	11.87%	2.67
Dec-20	134.97	1,562.67	7.95%	2.82
YTD TOTAL	3,646.29	16,217.33	18.36%	