



SAN MATEO COUNTYWIDE
Water Pollution Prevention Program
Clean Water. Healthy Community.

SMCWPPP Litter Work Group

Litter Practices Recommendations for Solid Waste Franchise Agreements

January 19, 2016

INTRODUCTION AND BACKGROUND

Trash Impacts on Water Bodies and Regulatory Responses

Trash (i.e., litter, floatables, gross pollutants, or solid waste) is a serious problem for watersheds where it presents an aesthetic nuisance, and a serious threat to aquatic life in creeks and the oceans. Data suggest that plastic trash in particular persists for hundreds of years in the environment and can pose a threat to wildlife through ingestion, entrapment, as well as harboring chemicals potentially harmful to the aquatic environment. The San Francisco Bay Regional Water Quality Control Board (Water Board) has listed multiple tributaries and shorelines as being impaired for trash.

In response to concerns about urban trash impacts on receiving water bodies in the San Francisco Bay area, in 2009 the Water Board included trash reduction requirements in the Municipal Regional Stormwater (MRP) National Pollutant Discharge Elimination System (NPDES) Permit for Phase I communities in the Bay area (Order R2-2009-0074.) These provisions require applicable Bay Area municipalities (Permittees) to reduce trash from their Municipal Separate Storm Sewer Systems (MS4s) by 40 percent before July 1, 2014, 70 percent by 2017, and to a point of “no adverse impacts” to water bodies by 2022. MRP 2.0 (Order R2-2015-0049), adopted on November 19, 2015, continues to require the reductions in trash.

Trash Sources and Pathways

Trash in San Francisco Bay Area creeks and shorelines originates from a variety of sources: pedestrian litter, waste containers, illegal dumping on land areas, and litter from vehicles. Inadequate waste container management includes sources such as overflowing or uncovered containers and dumpsters as well as the dispersion of household and business-related trash and recycling materials before, during, and after collection. Trash from vehicles occurs due to littering from automobiles and uncovered loads of material being transported to transfer stations, processing facilities and landfills.

SMCWPPP Litter Work Group

The San Mateo Countywide Water Pollution Prevention Program (SMCWPPP) was established in 1990 to reduce the pollution carried by stormwater into local creeks, the San Francisco Bay, and the Pacific Ocean. The program is a partnership of the City/County Association of Governments (C/CAG), each incorporated city and town in the county, and the County of San Mateo (i.e., member agencies), which share a common municipal stormwater NPDES permit.

The SMCWPPP Litter Work Group began meeting on regular basis in March of 2014. The meetings are attended by representatives from: Recology San Mateo County; South San Francisco Scavenger Company; Republic Services; Rethink Waste (the South Bayside Waste Management Authority); stormwater and trash program municipal staff; and community members and consultants working on litter reduction efforts both in Santa Clara County and San Mateo County. The goals of the Litter Work Group are to collectively identify opportunities to reduce the contributions of litter generated from disposal, collection-associated sources and illegal dumping; educate the public and those involved with litter control efforts; and to coordinate and share information with the Zero Litter Initiative (ZLI) in Santa Clara County.

REVIEW OF BEST PRACTICES AND RECOMMENDATIONS FOR LITTER MANAGEMENT

SMCWPPP member agencies are attempting to address trash load reduction requirements outlined in the MRP by implementing a number of control measures designed to significantly reduce trash in local creeks and the Bay. This report focuses on control measures related to the storage, collection and transportation of municipal solid waste, recyclable and compostable materials, and the franchise agreements that haulers and agencies have established to govern those services.

To assist member agencies with achieving reduction goals in the MRP, the Work Group developed this report with the following objective:

- **Recommend Best Litter Management Practices to the South Bayside Waste Management Authority (SBWMA) and the SMCWPPP Member Agencies** – Several SMCWPPP member agencies participate in the SBWMA to coordinate waste management in South San Mateo County. In the Spring of 2016, the SBWMA will begin to discuss the process by which a franchise hauler will be obtained and potential modifications to waste hauling practices and agreement specifications. The remaining member agencies contract directly with waste haulers outside of the SBWMA, and the terms of these agreements are also periodically renegotiated or new agreements are executed. This report is intended to provide a menu of best practices for litter control that should be considered during future discussions regarding the revision of existing agreements or the development of new agreements between SMCWPPP member agencies and franchise waste haulers.

The Litter Work Group has produced this report using the following process:

- Review franchise agreements of municipalities in San Mateo County, other jurisdictions in the Bay Area, and best practices identified from the report produced by the Zero Litter Initiative in Santa Clara County;
- Identify and summarize best practices for solid waste franchise agreements to better address litter issues that may impact stormwater quality; and
- Compile a menu of recommendations for best practices that may be incorporated into future franchise agreements or when making revisions to existing agreements.

The franchise agreements between various hauling companies and the municipalities of San Mateo County were reviewed (see Table 1). Additionally, excerpts from the Best Management Practices Report from the Zero Litter Initiative (ZLI) from the Santa Clara Valley Urban Run-off Pollution Prevention Program (SCVURPPP) were identified for inclusion in the report.

Table 1. Agencies, Haulers and Franchise Agreements in San Mateo County¹

<i>Municipality/Agency/District</i>	<i>Franchisee or Hauler</i>	<i>Agreement Reviewed?</i>
City of Daly City	Allied Waste of DC	Yes
City of Colma	Allied Waste of DC	Yes
Broadmoor	Allied Waste of DC	Yes
City of Half Moon Bay	Allied Waste of HMB	Yes
San Mateo County - La Honda, Pescadero etc.	Allied Waste of HMB	No Agreement
Town of Portola Valley	Greenwaste Recovery	No
Town of Woodside	Greenwaste Recovery	No
City of Pacifica	Recology of the Coast	Yes
City of San Bruno	Recology San Bruno	No
Town of Atherton	Recology SMC	Yes ²
City of Belmont	Recology SMC	Yes ²
City of Burlingame/Veolia	Recology SMC	Yes ²
City of East Palo Alto	Recology SMC	Yes ²
City of Foster City	Recology SMC	Yes ²
City of Menlo Park	Recology SMC	Yes ²
City of Redwood City	Recology SMC	Yes ²
City of San Carlos	Recology SMC	Yes ²
City of San Mateo	Recology SMC	Yes ²
Town of Hillsborough	Recology SMC	Yes ²
San Mateo County - North Fair Oaks and Uninc.	Recology SMC	Yes ²
City of Millbrae	SSF Scavenger	Yes
City of South San Francisco	SSF Scavenger	Yes
City of Brisbane	SSF Scavenger and Recology	Yes - SSFSC

¹ The franchise agreements listed above will be posted on the Member Agency webpage on the Program website at: <http://flowstobay.org/privatetrash>

² These municipalities are member agencies of the South Bayside Waste Management Authority and all use the same base model agreement for services. Therefore only a subset of the agreements was reviewed. However, the franchise fees for each jurisdiction do vary and so a table of those fees was analyzed for recommendations.

Summary of Recommendations for Litter Management

In 1989, Assembly Bill 939 (the Integrated Waste Management Act) was signed into law requiring California municipalities, and subsequently their franchised haulers, to reduce the amount of materials being sent to landfill. In the quarter of a century since that landmark bill, many franchise agreements have incorporated the requirements of that law by including new provisions to increase recycling and composting services, monitor and reduce contamination, manage special types of waste such bulky items, household hazardous waste and e-waste, and educate the public. Additionally, with the advent of climate change, additions to recent agreements include language to reduce the carbon footprints of franchisee operations and use alternative fuels.

This report summarizes recommended practices for reducing the problem of litter, spurred by the requirements in Bay Area municipal stormwater permit and the growing awareness of the large amounts of plastic are accumulating in the world's oceans and other water bodies, potentially impacting aquatic resources. It is likely that provisions in existing franchise agreements related to diversion and contamination can be modified or expanded for the purpose of controlling and reducing litter.

The recommended practices for litter management are summarized in this section. Best practices are grouped by topic area and further detailed in Table 2.

1. Collection

- A. Service Days** - The days of the week that services are offered for collection, processing, transfer and disposal as well as services open to the public or others at facilities. Offering Saturday and Sunday collection services can be an important way to reduce overloading of containers over the weekend – especially for restaurants and other similar businesses that are busiest during those times.
- B. Container Management** - Procedures for managing and reducing the occurrence of over-full collection containers. These include identifying, reporting, tagging, collecting, charging, educating, training, mapping, assessing and prioritizing.
- C. Equipment Standards** - Requirements to use and maintain collection vehicles and containers that prevent litter generation.
- D. Public Litter Containers** - Strategic placement, selection, mapping, servicing of public trash containers and effects of scavenging.
- E. Route Audits** - On a regular basis, routes should be assessed for service issues such as overages, chronic or acute litter problems and levels of service verified for billing purposes.

2. Right Size – Right Service

- A. Material Service Levels** - Matching the right volume and frequency of service for each stream of material with each customer's actual generation results in less overage and more environmental benefit – towards both zero waste and zero litter.
- B. Rate Structure** - Most rate structures are based primarily on the collection of solid waste and sometimes secondarily on the collection of other materials that are not disposed in landfills. This can lead to disincentives for the franchisee to increase diversion and the right-sizing of service levels. More details on this concept are in Table 2.
- C. Coordination and Communication** - In order to most effectively use limited funds available for outreach and technical service, communication between the hauler, municipality and customer needs to be well coordinated.

3. Outreach and Public Education

- A. **Coordination on Litter Campaigns** - Integrating, understanding and coordinating the needs of the franchisee, municipality and customer are key elements of a successful outreach and public education program. The campaign can be integrated with other litter efforts and regulations such as with schools.

4. Training of Franchisee Staff

- A. **Litter Control Training (Drivers)** - Regular training on driver safety is an important part of every franchise agreement and can include training on litter control.
- B. **Litter Control Training (Service Representatives, Supervisors and Dispatch Staff)** - Training of staff who oversee drivers, communicate with the public or coordinate between office and field functions.

5. Franchise Fees Providing Funding for Litter Control Programs

- A. **Line Item Support** - Some jurisdictions have inserted line item franchise fees into their agreements to support litter control related programs.

6. Financial Incentives and Disincentives

- A. **Litter Control Effort Incentives** - Some franchise agreements have a new type of section with financial rewards related to goals that are important to the jurisdiction such as diversion and/or contamination. These sections can be modified to control litter.
- B. **Litter Control Effort Disincentives** - Some franchise agreements have a new type of section with financial penalties related to goals that are important to the jurisdiction such as diversion and/or contamination. These sections can be modified to control litter.

7. Liquidated Damages

- A. **Litter Control Damages** - Typically a franchise agreement will have a section on Liquidated Damages to ensure that various sections of the agreement can be enforced and that if performance criteria are not met, damages are assessed. Agreements should contain specific criteria for litter control practices in the Liquidated Damages section.

Table 2. Recommend Litter Reduction Practices for Future Franchise Agreements.

Task#	Practice Description	Recommended Practices	Sample Language	Source Document
1. Collection				
1.A	Service Days - The days of the week that services are offered for collection, processing, transfer and disposal as well as services open to the public or others at facilities.	1. Include Saturday and Sunday hours of operation to allow businesses and individuals access to services on the weekends when they may be most busy. This can be a key factor in mitigating overflowing containers on Mondays where no Sunday service is offered.	1.a. Recology San Mateo County's contract has services for Multi-Family and Commercial customers on Saturday and Sunday. 1.b. SSF Scavenger provides Saturday service to some commercial customers and the facility is open to the public on Saturdays.	1.a. Recology SMC Agreement 1.b. SSF Scavenger Agreement
1.B	Container Management - Identifying, reporting, tagging, collecting, charging, educating, training, mapping, assessing and prioritizing	1. Tagging, Collecting and Billing for Overages, Spills and Litter - Drivers should collect and/or clean up the overage, spill or litter and after a pre-determined number of overages in a given time period charge the customer.	1.a. Contractor shall direct its employees to Collect an Overage on two (2) occasions each Rate Year at no additional cost to Customer. Contractor must provide a notice to Customer documenting the Overage in order to count the Overage Collection towards the allocated two (2) per Rate Year for each Customer. Customers that place an Overage for Collection for a third and subsequent events, may [will] ³ be assessed an Overage fee by Contractor if Contractor documents said Overage with a photograph and sends the Customer a letter within two (2) Business Days notifying them of the Overage Collected. 1.b. The Contractor shall clean up litter in the immediate vicinity of any Solid Waste, Recyclable Materials, Organic Materials, or Yard Trimmings storage area (including the areas where collection containers or bins and debris boxes are placed for collection) <u>whether or not Contractor has caused the litter</u> . Contractor shall notify the Customer and the City after the second such occurrence at any specific Premises in a calendar year. City may require the Customer to accept and pay for increased service (i.e., a larger bin or more frequent collections).	1.a. Recology SMC Agreement 1.b. ZLI Best Practices Report – Palo Alto and Greenwaste Recovery Agreement
		2. Drivers must photograph [a. all /b. residential /c. commercial/d. flagrant] set-outs where the container lids <u>are not closed</u> , and at locations where there is litter on the ground adjacent to the collection container when the driver arrives at the customer's set-out location. These photographs must be relayed to the company's [a. hauler customer service representative, b. hauler route supervisor /c. city contract manager]	2. Third Non-Compliance Occurrence - Driver Responsibilities: Container service will be delayed until contact has been made to the Customer by Scavenger customer service. Driver will radio Scavenger Dispatch/Customer Service. Driver will take photo.	2. ZLI Best Practices Report and Brisbane-SSFSC Agreement
		3. Close lids after service and clean up litter during collection	3. In all multi-family collections, drivers always ensure the lid of the bin is closed before leaving the area and will clean up any litter as a result of the collection activity.	3. Daly City–Allied Agreement

³ The language in brackets "[will]" has been suggested by the Work Group and does not appear in the source document.

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		<p>4. Develop a Container Overage Management Program with procedures for municipal communication, customer notification and warnings, outreach materials, overage charges and litter cleanup issues.</p>	<p>4. No later than 90 days after the effective date of this Agreement, Scavenger Company shall develop a Trash Container Management Policy, which will be submitted to the City’s Director of Public Works or City Engineer for review and approval. Said policy shall contain procedures for notification to the owner or user of trash containers when such containers are filled beyond their maximum closed-lid capacity, and after first-time warnings and provision of outreach material on alternatives to overfilling containers, may include charging an additional fee for the collection and disposal of solid waste from containers that are filled beyond maximum capacity and require Scavenger to manually mitigate ensuing safety or litter issues.</p>	<p>4. Brisbane–SSFSC Agreement</p>
		<p>5. Mapping of overages on a regular basis will help assess, evaluate and visually identify hot-spots for follow-up procedures.</p>	<p>5. The City of Oakland and Waste Management of Alameda County coordinate on the use of photo-documentation and mapping.</p>	<p>5. City of Oakland and Waste Management of Alameda County</p>
		<p>6. Technologies that automate photo documentation of overages with billing can reduce litter by improving the process and allowing the driver to stay out of the issue.</p>	<p>6.a. Waste Management of Alameda County uses the “Snap Shot” program of photo-documentation and overages to facilitate billing.</p> <p>6.b. By July 1, 2017, when the 70% trash and litter reduction requirements of the Regional Water Quality Control Board take effect, all collection vehicles shall have cameras mounted at strategic locations to assist the driver in documenting overfull containers and litter on the customer’s property when the truck arrives; and to help identify the cause of litter generated during the collection of garbage and recyclable materials.</p> <p>6.c. Before July 1, 2017, and as soon as feasible, cameras shall be installed or used on collection vehicles along routes identified as problematic litter areas due to their proximity to waterways or trash hot spots.</p>	<p>6.a. Waste Management of Alameda County</p> <p>6.b. ZLI Best Practices Report</p> <p>6.c. ZLI Best Practices Report</p>
<p>1.C</p>	<p>Equipment Standards</p> <p>Policies related design, use and maintenance of containers and vehicles.</p>	<p>1. Equipment shall only be used that prevent litter generation and shall be maintained in good working order. All containers shall have lids or other mechanisms to seal the container during collection. Lids and seals shall be repaired/replaced within a set time.</p>	<p>1. The Franchisee shall maintain all containers in good working order with lids that completely close and so that the container does not leak. Bin lids must be repaired or replaced within [a. 24-hours / b. 7 days / c. one month] of damage being reported.</p>	<p>1. ZLI Best Practices Report</p>
		<p>2. All loads shall be covered or tarped during transportation.</p>	<p>2.a. Covering of Loads. Contractor shall cover all open Drop Boxes with an Agency-approved cover, at the Collection location before transporting materials to the Designated Transfer and Processing Facility.</p>	<p>2.a. Recology SMC Agreement</p> <p>2.a. SSF Scavenger Agreement</p>

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			2.b. Transfer station and Landfill scale house operators shall check that incoming and outgoing open loads are tarped and shall not allow vehicle operators with un-tarped open loads to enter or exit the facility.	2.b. None
		3. Vehicles shall be equipped and operated with best litter management practices and designs.	3. Vehicles shall be designed and operated so as to prevent collected materials from escaping from the vehicles. All hoppers shall be closed on top and on all sides with screening material to prevent collected materials from leaking, blowing or falling from the vehicles.	3. ZLI Best Practices Report
1.D	Public Litter Containers Efficient, regular collection of material from containers in the public realm	1. Decrease frequency of overages at public litter containers	1. Big Belly Solar Compacting Public Litter Containers compact the litter so capacity is increased.	1. Several municipalities now use Big Belly litter cans and/or require their hauler to install and service them
		2. Assign staff to clean up litter around containers	2. Collection personnel shall carry cleanup equipment and shall clean up any spilled or dropped material and any litter within fifteen (15) feet of the Container location or route to the Collection equipment.	2. Daly City–Allied Agreement
		3. Assign staff to clean up the complete inside contents of the container including around any liner within the container.	3. Collection personnel shall carry cleanup equipment and shall clean up any spilled or dropped material and any litter within fifteen (15) feet of the Container location including within the container itself between any liner and the exterior of the container, or route to the Collection equipment.	3. None
		4. Use technology to increase efficiency and reduce overages	4. Big Belly Solar Compacting Public Litter Containers have GPS systems that alert the collector when the container is full. Overtime labor savings can also be realized for containers that were previously serviced on weekends and had less capacity.	4. See #1 above
		5. Mapping of locations with repeat overages	5. None.	5. None
		6. Litter-reducing containers	6. Contractor and Municipality will work collaboratively to select a public litter container best designed and constructed to reduce litter including issues related to scavenging, wind, animals and rain.	6. None
1.E	Route Audits Assessment of service issues such as overages, chronic or acute litter problems and levels of	1. Auditing of routes should occur on a regular basis and by request of the municipality (and not more frequently than reasonable.)	1. City may conduct or require that Contractor shall conduct a route audit for each of Contractor's Collection routes by type of material Collected. The period in which the audit is conducted shall be set by City. City reserves the right to determine which routes will be audited in a particular week and, if City exercises this right, shall notify Contractor of the routes not less than seventy-two (72) hours in advance.	1. Daly City–Allied Agreement

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	service verified for billing purposes.	2. Audits should include the number of overages on the audit day and identify repeat overage customers, for possible Right-Sizing.	2. The route audits shall include the following information for each Collection route: For Collection routes, the number of Service Recipients by category which set out overages and the total number of overages Collected.	2. Daly City–Allied Agreement
2. Right Size – Right Service				
2.A	<p>Material Service Levels</p> <p>Matching the right volume of material for each stream of service for each customer's needs results in less overage and more environmental benefit.</p>	<p>1. When matching the volume of materials generated with the correct container size and service frequency, integrate Zero Waste goals with Litter control requirements.</p> <p>2. When overages occur on a regular basis, the customer can be contacted and right sizing of the services adjusted. Automatic increases in the Solid Waste service level should be avoided unless that is the only service subscribed.</p>	<p>1. The City of Oakland coordinates with their hauler, Waste Management of Alameda County (WMAC), using GIS information, overage data, trash management plan information and other data to integrate inspections and enforcement of zero waste and stormwater programs.</p> <p>2. The Franchisee shall communicate with the City about all problem locations with consistently overfull containers and provide customer account contact information. Depending on the contract, the City or the Franchisee will follow up to contact the customer and adjust the service level for the amount of waste generated at the property (right-size service).</p>	<p>1. City of Oakland – WMAC</p> <p>2. ZLI Best Practices Report</p>
2.B	<p>Rate Structures</p> <p>Agreements should incentivize diversion and Right-Sizing of services. This issue can be summarized as follows: under most rate structures currently, zero waste means zero revenue. As the proportion of solid waste to the total of all materials collected, processed and disposed of is reduced, the rate structure must change to support the costs or revenue will be reduced.</p>	<p>1. Rate structures should be developed that do not reduce revenue as diversion increases. The structure should reflect the real costs of landfilling, including externalities that may not currently be included in the structure, actual costs for the processing of compostables and recyclables minus any revenue for the sale of those commodities, and the collection services expenditures for all streams of materials. This will require a public education campaign to change the current understanding that recycling and composting pay for themselves and do not have any costs.</p> <p>One challenge to the changing of rate structures includes the current commonly held belief by the public that recycling and composting pay for themselves and do not have any costs.</p> <p>The recent San Juan Capistrano Water Rate court case may also require a different approach to rate setting.</p>	<p>1. One solution that has been developed in San Francisco is to require a base subscription fee for service that is independent of the volume of materials collected - then each stream of materials collected can be charged for based on weekly service volume and added to the base fee. To incentivize diversion the total fee can be reduced by the diversion rate. But reduction to the total fee for service is limited to an amount needed to cover a minimum level of expense thereby protecting revenue and limiting the impact of diversion and Right-Sizing.</p>	<p>1. City/County of San Francisco Agreement with Recology SF</p>
2.C	<p>Coordination and Communication</p> <p>In order to most effectively use limited funds available for outreach and technical service,</p>	<p>1. In order to most effectively use limited funds available for outreach and technical service, communication between the hauler, municipality and customer needs to be coordinated.</p>	<p>1. Multi-Family Dwelling Promotion. Contractor shall provide adequate staff to work directly with Owners or property managers of Multi-Family Residential Complexes to implement the Single-Stream Targeted Recyclable Materials Collection services and to assess Customer service needs at least annually for each Multi-Family Residential Complex. The Contractor's implementation activities shall include, but not be limited to,</p>	<p>1. Recology SMC Agreement</p>

Table 2. Recommend Litter Reduction Practices for Future Franchise Agreements.

Task#	Practice Description	Recommended Practices	Sample Language	Source Document
	<p>communication between the hauler, municipality and customer needs to be coordinated.</p>		<p>the following tasks for each Multi-Family Residential Complex that subscribes to Single-Stream Targeted Recyclable Materials Collection services:</p> <ul style="list-style-type: none"> - Site Assessments. Contractor shall meet in person with Owner or property manager to explain the Single-Stream Targeted Recyclable Materials Collection program and conduct an on-site assessment of Multi-Family Residential Complexes containing twenty (20) or more Residential units to determine the appropriate number and type of Solid Waste and Recyclable Materials Containers and the frequency of Collection. Contractor shall provide Containers for Single-Stream Targeted Recyclable Materials or Source Separated Targeted Recyclable Materials such as newspaper, cardboard, mixed paper, glass, aluminum, etc. depending on the needs of the Multi-Family Residential Complex. If practical, Contractor shall locate the Solid Waste and Recyclable Materials Containers in the same area so tenants carry materials to one location. Contractor shall also offer Recyclable Materials Carts for use in the mail area of the Premises. The site assessment shall be conducted by Contractor when Targeted Recyclable Materials Collection services are initially provided at a Multi-Family Residential Complex, and once every three (3) years thereafter. - Service Level Adjustments. Within five (5) Business Days of completing the site assessment or receiving a request from a Customer, Contractor shall adjust the Customer's service level by providing any Solid Waste or Recyclable Materials Containers needed for change in service, removing unneeded Containers, and revising the billing system to reflect the monthly Rate for the new service level. At the time new Containers are delivered or existing Containers are removed, the Contractor shall confirm that all Containers are properly labeled and shall provide public education signage for the Container areas and extra signs for public and common areas such as mail and laundry rooms, etc. - Preparation and Distribution of Public Education Materials. Contractor shall provide Owner or property manager with education materials developed by Agency or SBWMA which describe the requirements of the Recyclable Materials Collection program, including flyers, door hangers and Recycling Tote-Bags for distribution to tenants, signage for common areas such as mail rooms and laundry rooms, and move-in kits for new tenants. 	
<p>3. Outreach and Public Education</p>				

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Task#	Practice Description	Recommended Practices	Sample Language	Source Document
3.A	<p>Controlling Litter Campaigns</p> <p>Integrating, understanding and coordinating the needs of the franchisee, municipality and customer are key elements of a successful outreach and public education program.</p>	<p>1. Consider a program for controlling litter similar to the ones used for controlling contamination. For litter control outreach efforts to work, there has to be financial incentives and performance standards to go along with the outreach efforts.</p>	<p>1. Contractor shall assist in controlling Contamination levels by helping to educate Customers on acceptable and non-acceptable materials, by monitoring the contents of Collection Containers and by refusing to Collect Containers of Targeted Recyclable Materials, Plant Materials and Organic Materials that appear to exceed the maximum contamination levels in Section 6.02 Table 1, all as and to the extent set forth in this Section 6.03.</p>	<p>1. Recology SMC Agreement</p>
4. Training of Franchisee Staff				
4.A	<p>Litter Control Training – Drivers</p> <p>Training of staff who operate vehicles of any kind.</p>	<p>1. Training on litter control and response should be added to regular driver safety training. Drivers should receive training related to billing, spills and overages and the environmental background for litter rules and regulations.</p>	<p>1. Monthly Drivers Safety Meetings - the September 2013 meeting will introduce drivers to the City's new Anti-litter ordinance (CMC 9.18.215) which covers prohibition of overfilled bins and uncontained debris.</p> <p>2. Environmental issues will be covered in depth during driver training, such as spill response procedures. Not only will procedures be reviewed in detail, but drivers will receive an explanation of what happens when environmental hazards are not appropriately responded to, such that they have an adequate frame of reference for the material.</p> <p>3. Contractor will discuss instances of repeated spillage not caused by it directly with the Waste Generator responsible and will report such instances to City in its monthly report filed in accordance with Section 6.03. City will attempt to rectify such situations with the Waste Generator if Contractor has already attempted to do so without success.</p> <p>4. Cities and Franchisees shall prepare or use prepared videos to instruct drivers on the importance of (1) cleaning up all litter generated during their collection activities and (2) reporting litter and overfull containers observed during their work day.</p>	<p>1. ZLI Best Practices Report – Cupertino</p> <p>2. ZLI Best Practices Report</p> <p>3. ZLI Best Practices Report – Sunnyvale</p> <p>4. ZLI Best Practices Report</p>
4.B	<p>Litter Control Training – Service Representatives, Supervisors and Dispatch Staff</p> <p>Training of staff who oversee drivers, communicate with the</p>	<p>1. Customer Service Representatives (CSRs), Supervisors and Dispatch staff should receive training on litter control issues related to billing, spills and overages and the environmental background for litter rules and regulations.</p>	<p>1. Contract specifications inserted into franchise agreements requiring personnel to attend specific trainings. Cities can develop training messages cooperatively and training can be done by individual hauler sending key personnel to a regional training of each City can ensure training has occurred.</p>	<p>1. ZLI Best Practices Report</p>

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	public or coordinate between office and field functions.			
5. Franchise Fees Providing Funding for Municipal Litter Control Programs				
5.A	Line Item Program Support One method for funding programs.	1. Some jurisdictions have inserted line item franchise fees into their agreements to support litter control related programs.	1. City of Belmont – Trash Management Device Funding City of East Palo Alto – Litter Control Funding City of South SF – Street Sweeping Funding	1. Recology SMC Agreement – Belmont and East Palo Alto 1. SSF Scavenger – City of SSF
6. Financial Incentives and Disincentives				
6.A	Financial Incentives Rewards for meeting franchise agreement goals.	1. These are financial rewards that can be tied to rate increases, increased revenue for the franchisee or extension negotiations. Rewards for reducing litter, cleaning up litter, right sizing of customers etc. can be integrated into the financial reward schemes that exist in some agreements.	1. An example that could be used is “Exhibit I – Contamination” but it could be modified for litter control.	1. Recology SMC Agreement
6.B	Financial Disincentives Penalties for not meeting franchise agreement goals.	1. These are financial penalties that can be tied to decreased revenue for the franchisee or extension negotiations. Fines for not reducing litter and cleaning up litter can be integrated into the financial penalty schemes that exist in some agreements. If customers are not right-sized correctly, diversion rates could go down causing other penalties depending on the agreement specifics. Liquidated damages are also used for this purpose. See #7 below.	1. An example that could be used is “Exhibit I – Contamination” but it could be modified for litter control.	1. Recology SMC Agreement
7. Liquidated Damages				
7.A	Liquidated Damages Fines on Franchisee can be assessed for failing to meet performance standards	1. If performance standards for litter control (as defined in the agreement) are not met, a Liquidated Damage assessment can be made. One example is related to the cleaning of litter generated during collection of materials and left behind after service. (not cleaned up by the driver as required.) The Liquidated Damages Table should identify the Event, the Performance Standard, the Definition of Complaint, the Tracking Method, and the Amount of the Liquidated Damage. The data is reported on a regular basis to the jurisdiction and then the determination of whether liquidated damages should be assessed or not is made.	1. The following table lists the events that constitute breaches. of the Agreement’s standard of performance warranting the imposition of liquidated damages; the acceptable performance level; the definition of the Complaint, incident or event; the method by which occurrences will principally be tracked (by Contractor or Agency), and the amount of liquidated damages for failure to meet the contractually-required standard of performance. Contractor is required to maintain records of Customer Complaints which show for each Complaint: date and time received; name, address and telephone number of caller; nature of Complaint (e.g., missed pick-up, excessive noise, property damage, etc.); name of employee receiving Complaint; action taken by Contractor to respond to Complaint; and date Complaint was resolved. Contractor shall submit to Agency with its quarterly report a liquidated damages report which	1. Recology SMC Agreement

Table 2. Recommend Litter Reduction Practices for Future Franchise Agreements.

Task#	Practice Description	Recommended Practices	Sample Language	Source Document
			<p>summarizes the number of Complaints in each category and computes the amount (if any) of liquidated damages accrued by month during the preceding quarter. If Agency requests, Contractor shall also provide a printout of the full records for the quarter. Complaints of Spills of Discarded Materials - The number of "Complaints of spills of Discarded Materials" shall be less than or equal to one-hundred and twenty (120) per month for the SBWMA Service Area. Table 2 provides the proportional distribution of the total monthly allowance to all Member Agencies.</p>	
			<p>2. Service Standards: Liquidated Damages for Failure to Meet Standards. For each failure over 10 annually to timely clean up solid waste spilled from solid waste containers (cans, carts, bins, debris boxes or compactors) in accordance with Section 5.12A: \$300</p>	<p>2. Sunnyvale Agreement with Specialty Solid Waste and Recycling</p>