



Sacramento Regional Solid Waste Authority (SWA)

APPLICATION for CERTIFICATION or ANNUAL RECERTIFICATION as a PUTRESCIBLE ORGANICS FACILITY

SECTION A: Applicant Information

<i>Completed by:</i>	<i>Title:</i>
<i>Business Entity</i>	
<i>Contact Person (if different):</i>	
<i>Contact Phone Number:</i>	<i>Fax Number:</i>
<i>Email:</i>	
<i>Facility Mailing Address:</i>	
<i>Facility Physical Address:</i>	
<i>Facility Hours of Operation:</i>	
<i>Applicable State or Federal Permitting Authority / Agency:</i>	
<i>Full, formal permit title:</i>	
<i>Regulatory contact name, title, phone number, and email:</i>	
<i>Date Permit Issued:</i>	<i>Permit number:</i>

All applicants must read and sign the following statement.

I acknowledge that I have read and understood SWA Code Title III and the *Terms and Conditions of Certification* (Page 2-3 of this application) and that as the agent and representative of the applicant, I am duly authorized to sign this statement and to certify that the applicant will fully comply with the above-described SWA Title III and *Terms and Conditions of Certification*. I also hereby certify on behalf of the applicant that all statements made in this application are true and accurate to the best of my knowledge. I understand that any intentional or unintentional misstatement, misrepresentation or omission of fact may be cause for the application for certification or annual recertification to be denied; or a previously granted certification to be revoked. On behalf of the applicant, I authorize (1) the SWA General Manager / Engineer and/or his/her designee (hereafter "GME") to verify information contained in this application, (2) anyone having such information to release it, and (3) physical inspection(s) of the applicant's facility(s) and disposal activities taking place therein if the SWA deems it necessary to complete the certification process and to determine compliance during the period of time in which the facility is certified. I understand that said inspections may take place at any time during facility hours of operation, and that they may be unannounced.

Name: _____ **Title:** _____

Signature _____ **Date:** _____

SECTION B:
Terms and Conditions of Application for Certification or Annual Recertification

1. Certification will be valid for one year from the date of approval by the SWA GME and must be renewed annually through recertification application process. The certification shall be assignable with prior approval by the SWA GME, whose permission shall not be unreasonably withheld. A certified Putrescible Organics Facility must provide at least 30 days advance notice to the SWA of an assignment or other substantial change from the information contained in the application for certification of the approved Putrescible Organics Facility.
2. Within thirty (30) days of written notification of denial of certification or within sixty (60) days of GME's failure to act on the certification application, the applicant has the right to meet with the GME to review the items cited in the written notice and provide any additional evidence to support an award. Within fifteen (15) days of such meeting, the GME will make a final, written determination of the application, based on the reviews of additional evidence and the original application. The GME will send a copy of all final written determinations, including reasons for denial, if any, to both the applicant and the Board.

The applicant may, within ten (10) days after receiving the GME's final denial, request a public hearing before the Board by submitting to the Clerk of the Board a written petition for an appeal hearing. If a public hearing is requested, the Clerk of the Board shall set the matter for hearing at the next regularly scheduled Board meeting or any later date as agreed upon by the applicant and Clerk of the Board. At such hearing, the applicant may present evidence in writing and through testimony of its employees and others relevant to the application. During such hearing, the Board may demand from the applicant such additional information as the Board may deem relevant and necessary. Standard rules of evidence are not in effect at such public hearing. The applicant shall have the burden of proof to show facts demonstrating that the applicant does in fact meet the requirements of this code. Any hearing may be continued or adjourned to a stated time and place without the giving of further notice. The Board will provide the applicant with a written determination on the application within thirty (30) days of such hearing. The Board's decision is final.

3. If certified, the applicant will be issued a Verification Stamp. For the purposes of ensuring compliance on the part of generators and / or haulers, tracking methods in the form of Verification Tickets may be used by SWA member agencies. The Verification Tickets are to be stamped and returned to the SWA member agency in the manner instructed on the Verification Ticket itself.
4. Each certified Putrescible Organics facility operator shall submit a quarterly report to the SWA on forms furnished by the SWA. An example is available upon request.

5. The SWA GME may suspend certification for any of the following reasons:
- Refusal to allow a facility inspection.
 - Revocation, suspension or expiration of the facility's State of California Solid Waste Facility Permit or other permit identified in the "Applicant Information" section on page 1 of this form.
 - Repeated suspension of recycling activities for organic materials.
 - Recyclable organic material is repeatedly not subjected to the screening and processing protocols and disposed – or transferred for disposal - in a landfill.
 - Failure to file quarterly reports, as outlined in Section 4 above, in a timely manner.
 - Other violations of the provisions of the SWA Code and the terms of certification.
 - Failure to notify the GME of substantive changes in the operations at the facility, such as the tip fee schedule, the material extraction protocols, significant physical changes to the facility, or others, within 30 days of such change.

Suspensions will remain in effect until the GME is satisfied that the reason for suspension no longer exists.

6. It is the applicant's responsibility to submit the renewal application for Annual Recertification within adequate time for the SWA to review prior to the expiration of the previous year's certificate. Applications for annual recertification should be submitted at least 30 days prior to expiration of the existing certification.
7. To obtain and maintain Certification, the applicant / facility operator must obtain and maintain for the duration of the term of Certification insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the facility operator, his agents, representatives, or employees. Applicant must complete Attachment A "Insurance Requirements" and submit with the application for certification for the application to be considered complete.

The Application must be submitted by mail or hand delivered to:

Dave Ghirardelli
Sacramento Regional Solid Waste Authority
C/O Sacramento County DWMR
9850 Goethe Rd, Sacramento, CA 95827

For assistance completing the application, contact:

Dave Ghirardelli
(916) 875-4557
ghirardellid@saccounty.net

SECTION C:
Documentation that Must Accompany the Application for Certification
or Annual Recertification

8. A copy of the Solid Waste Facility Permit or Notification (Full, Standardized, Registration and Notification tiers only) issued by the Local Enforcement Agency with concurrence by the California Department of Resources, Recycling, and Recovery, **or** a copy of the valid permit issued by a comparable State or Federal governmental authority, to conduct the specific activities involved in the processing, and diversion from disposal, of putrescible organic material.
9. A copy of the valid municipal land use permit, issued by the municipal jurisdiction in which the facility is located, entitling the facility to conduct the specific activities involved in the processing, and diversion from disposal, of putrescible organic material.
10. A copy of the valid business license to operate in the municipal jurisdiction in which the facility is located.
11. A document, such a Certified Environmental Impact Report or Negative Declaration, issued by the appropriate governmental agency, demonstrating that the activities involved in the processing, and diversion from disposal, of putrescible organic material, have met compliance with the California Environmental Quality Act (CEQA) at the facility location, or, alternatively, stating that said activities do not require compliance with CEQA and stating the rationale for that determination.
12. A letter from the applicable State or Federal governmental authority, citing their regulatory authority over the facility operator, specifically the permitting of the facility operator to conduct the specific activities involved in the processing, and diversion from disposal, of putrescible organic material.
13. A letter signed by an authorized officer (hereafter "officer") of the company that owns or operates the facility, authorizing SWA staff to conduct a facility inspection, with follow-up inspections as necessary. Inspections may occur any time during the facility's hours of operation and may be unannounced.
14. A letter signed by an officer of the company that states the company's understanding and commitment to comply with to the applicable provisions of the SWA Code, and the Code relevant to the Applicable State or Federal Authority or Agency cited on page 1 of this application, as applicable, which require that jurisdictional origin surveys be conducted continuously.
15. Brief job descriptions for staff positions that inspect, process, or otherwise play a role in the processing and/or recycling of organic material once it arrives at the facility. This must include description of what staff are shared with other (non-organics handling) operations on-site and approximately what percentage of their working hours are dedicated to the organics operation.

16. A site plan identifying the areas allocated to the different types of waste management operations (including inspection, screening, weighing, unloading, separation, storage, processing, digestion or other conversion method, composting, recycling, and deposition of residuals), the flow of waste material and the location of staff and equipment stations.
17. An example of the receipt or scalehouse ticket that customers of the facility receive upon entering with their waste.
18. All material codes utilized by the facility for recordkeeping and billing, and detailed descriptions of each material code type.
19. A copy of the facility's Odor Impact Minimization Plan.
20. Any other documentation that will provide information about the facility's eligibility for SWA Certification or Annual Recertification as a Putrescible Organics Facility.
21. Completed Section E, "Insurance Requirements," demonstrating compliance with all necessary Insurance Requirements for Certification.

SECTION D:
**The following Questions Must Be Answered in Writing Along with the Application
for Certification or Annual Recertification**

(Answers must be submitted in typed form on additional sheets)

22. From the following table, identify which organic waste materials are accepted at this facility. *Note that some of these material definitions overlap.*

Agricultural material	Agricultural by-product material	Biosolids
Commercial green waste	Compostable material	Domestic sewage
Food waste / food material	Food soiled paper	Manure
Mixed (compostable) material	Residential green waste	Solid waste
Vegetative food material	Wood waste	Yard trimmings

23. Thoroughly define the regulatory limits to material acceptance and processing in terms of (1) maximum tonnage per day and per year, (2) vehicular trips per day, and (3) maximum time stored and/or stockpiled.

24. Describe the putrescible material screening protocols, including duties of staff dedicated to identifying organic material type, contaminants, and/or potential nuisances and identifying the load's jurisdictional origin.

25. Describe material processing technologies, protocols, and methods, including staff and types of equipment dedicated to processing putrescible organic material into usable feedstock and the methods of storage and processing each material.

26. Describe what material processing (screening, grinding, etc.) takes place on site for each material recovered.

27. Describe byproducts, markets, and end-uses.

28. Describe your method of documenting material weights of each material type, including byproducts and residuals, incoming and outgoing.

29. Describe your standard tip fee structure, including incentive tip fees for segregated loads of materials. *Note: special contract rates need not be discussed.*

30. Is your facility open to the public?

31. Explain where residual, unrecycled waste is disposed. This includes loads rejected for any reason, for example contamination.

32. Explain procedures for continuing processing activities when facility is operating at maximum capacity and vehicles are forced to wait before tipping.

33. Has the facility applying for certification received any Notices of Violation or Enforcement Orders issued by the Local Enforcement Agency, AQMD, WQCB, or other Permitting Authority in the last 2 years? If so, describe and identify the Point of Contact at the agency issuing the NOV or Enforcement Order.

SECTION E:
SACRAMENTO REGIONAL SOLID WASTE AUTHORITY (SWA)
INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

To the fullest extent permitted by law, Operator shall indemnify, defend, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Operator, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Operator, or for which the Operator is legally liable under law regardless of whether caused in part by an Indemnified Party. Operator shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Operator or the Operator's Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

INSURANCE REQUIREMENTS

Without limiting OPERATOR'S indemnification, OPERATOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by OPERATOR, its agents, representatives or employees. SWA shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of SWA Risk Manager, insurance provisions in these requirements do not provide adequate protection for SWA and for members of the public, SWA may require OPERATOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. SWA'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage

OPERATOR shall furnish SWA with certificates evidencing coverage required below. Copies of required endorsements must be attached to the certificates provided. SWA Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of SWA and general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by SWA before performance commences. SWA reserves the right to require that OPERATOR provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by SWA Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

COMMERCIAL AUTOMOBILE LIABILITY: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. The Contractor's commercial automobile policy shall be specifically endorsed to include coverage for the transportation of pollutants and/or hazardous materials. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned.

WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

ENVIRONMENTAL IMPAIRMENT LIABILITY (POLLUTION LIABILITY): Insurance which includes coverage arising out of the handling, remediation, cleanup or transport of hazardous materials or hazardous wastes.

UMBRELLA or EXCESS LIABILITY policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3. Minimum Limits of Insurance

OPERATOR shall maintain limits no less than:

General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate: \$2,000,000

Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

Automobile Liability:

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$2,000,000 Combined Single Limit including coverage for the transportation of pollutants and/or hazardous materials.
- b. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

Workers' Compensation: Statutory.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Environmental Impairment Liability (Pollution Liability): \$1,000,000 per claim or occurrence and aggregate.

4. Deductibles and Self-Insured Retention

Any deductible or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by SWA.

5. Claims Made Environmental Impairment Liability (Pollution Liability) Insurance

If Environmental Impairment Liability (Pollution Liability) coverage is written on a Claims Made form:

- a. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by OPERATOR.
- b. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, OPERATOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

6. Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

7. All Policies:

- a. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. SWA Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SWA and the general public are adequately protected.
- b. **MAINTENANCE OF INSURANCE COVERAGE:** OPERATOR shall maintain all insurance coverages and limits in place at all times and provide SWA

with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

OPERATOR is required by this Agreement to immediately notify SWA if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. OPERATOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

8. Commercial General Liability and/or Commercial Automobile Liability:

- a. **ADDITIONAL INSURED STATUS:** SWA, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of OPERATOR; products and completed operations of OPERATOR; premises owned, occupied or used by OPERATOR; or automobiles owned, leased, hired or borrowed by OPERATOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to SWA, its officers, directors, officials, employees, or volunteers.
- b. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- c. **PRIMARY INSURANCE:** For any claims related to this agreement, OPERATOR 'S insurance coverage shall be endorsed to be primary insurance as respects SWA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by SWA, its officers, directors, officials, employees, or volunteers shall be excess of OPERATOR 'S insurance and shall not contribute with it.
- d. **SEVERABILITY OF INTEREST:** OPERATOR 'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. **SUBCONTRACTORS:** OPERATOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by OPERATOR'S subcontractor.

9. Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against SWA, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by OPERATOR. Should OPERATOR be self-insured for workers' compensation, OPERATOR hereby agrees to waive its right of subrogation against SWA, its officers, directors, officials, employees, agents or volunteers.

10. Notification of Claim

If any claim for damages is filed with OPERATOR or if any lawsuit is instituted against OPERATOR, that arise out of or are in any way connected with OPERATOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect SWA, OPERATOR shall give prompt and timely notice thereof to SWA. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

Insurance Carrier Information

Policy Type	Carrier	Policy No.	Effective Dates (Expiration)	Insurance Carrier Contact Name/Phone No.
Auto/Truck				
General Liability				
Worker's Compensation				
Pollution Liability				
Other _____				