

# MODEL FRANCHISE AGREEMENT

## that is inclusive of community scale composting activities

This document is prepared by [Inika Small Earth, Inc.](http://inika-small-earth.com), as a resource for local agencies interested in making room for decentralized, community scale composting activities. This document should be used as a supplement to the [Model Franchise Agreement](#) provided by Calrecycle (scroll down to the Model Tools section of the page). Revisions to the Model Franchise Agreement are provided in **green**.

Please contact us at [info@inika.org](mailto:info@inika.org) for questions, clarifications and to provide feedback on the suggested inclusions provided below.

### ARTICLE 1: DEFINITIONS

**“Community Composting”** means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR 94 Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

**“Community Composting Operation”, “Community Composting Organization” or “Community Composter”** means any for profit or nonprofit entity that offers hauling and collection of vegetative foodscrap for the purpose of composting the material in accordance with the definition of Community Composting above.

Community Composting Organizations may charge generators a fee for providing services. Community Composting Organizations conducting business in the City of **<INSERT CITY NAME>** will be restricted to hauling no more than **<INSERT VOLUME OR WIEGHT RESTRICTIONS for e.g. 1000 tons per year>** of vegetative food waste.

**“Self-Hauler”** means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person or **Community Composter**. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR 502

Section 18982(a)(66). 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 505 18982(a)(66)(A).

## **ARTICLE 3: TERMS OF AGREEMENT**

### **3.2 LIMITATIONS OF SCOPE**

Option 1: Edible Food

Option 2: Food and Beverage Byproducts

Option 3: On-Site or Community Composting. Organic Waste that is composted or otherwise legally managed at the site where it is generated or at a Community Composting site *or through the programs and services offered by a Community Composting Operator.*

### **6.5 FOOD RECOVERY PROGRAM SUPPORT**

A. Option 1: Hauler Cooperation and Non-Interference with Food Recovery *& Community Composting* Efforts by Others

Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Food Recovery *and Community Composting* efforts in the Jurisdiction.

### **6.7 GENERATOR WAIVER PROGRAM COORDINATION**

#### **A. Types of Generator Waivers**

1. General.

Jurisdiction may grant waivers described in this Section to Generators that impact the scope of Contractor's provision of service for those Customers. Waivers issued shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the Jurisdiction.

Generators requesting waivers or Contractors requesting waivers on Generators behalf will need to provide documentation showing that Generator *cannot participate in a program offered by a Community Composter and the reasons for their inability to participate.*