

ORDINANCE NO. 1677-NS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THOUSAND OAKS AMENDING THE THOUSAND OAKS MUNICIPAL CODE REPEALING IN ITS ENTIRETY CHAPTER 2 TO TITLE 6 AND ADDING CHAPTER 2 TO TITLE 6 ADOPTING REGULATIONS FOR SOLID WASTE, ORGANIC WASTE AND RECYCLABLE MATERIALS COLLECTION PROCESSING AND DISPOSAL

WHEREAS, the California Waste Management Act of 1989, Assembly Bill 939 (AB 939), requires each local jurisdiction in the state to divert fifty (50) percent of discarded materials from landfills or face possible fines up to \$10,000 a day; and

WHEREAS, AB 341 (2011) (hereinafter, "AB 341") establishes a policy goal for the state of California that not less than seventy-five (75) percent of solid waste generated be source reduced, recycled, or composted by the year 2020; and

WHEREAS, AB 1826 (2014) (hereinafter, "AB 1826") requires each jurisdiction in the State to implement an organic waste recycling program to divert from the landfill organic waste from businesses; and

WHEREAS, AB 1594 (2014) (hereinafter, "AB 1594") provides that as of January 1, 2020, the use of green material as Alternative Daily Cover does not constitute diversion through recycling and would be considered disposal; and

WHEREAS, SB 1383 (2014) (hereinafter, "SB 1383") mandates a fifty (50) percent reduction in disposal of organic waste from the 2014 levels by 2020 and seventy-five (75) percent reduction by 2025, and requires jurisdictions to implement Edible Food Recovery Programs designed to recover edible food that is currently landfilled by twenty (20) percent by 2025; and

WHEREAS, AB 3036 (2018) (hereinafter, "AB 3036") prohibits a County, City, District, or local government agency from subjecting the hauling of certain byproducts from the processing of food or beverages to an exclusive franchise, contract, license, or permit; and

NOW, THEREFORE, the City Council of the City of Thousand Oaks does ordain as follows:

## **PART 1**

Title 6, Chapter 2 of the Thousand Oaks Municipal Code entitled "Solid Waste, Green Waste and Recyclable Materials Collection, Processing and Disposal" is hereby amended to read as follows:

### **CHAPTER 2. SOLID WASTE, ORGANIC WASTE AND RECYCLABLE MATERIALS COLLECTION PROCESSING AND DISPOSAL**

#### **Article 1. General Provisions**

##### **Sec. 6-2.101. Purpose.**

The storage, accumulation, collection, processing, and disposal of solid waste, organic waste, and recyclable materials are matters of great public concern. Improper control of such matters creates a public nuisance, can lead to pollution, fire hazards, illegal dumping, pest infestation, and other problems affecting the health, welfare, and safety of the residents of this and surrounding cities. The establishment and regulation of waste reduction programs are necessary for the City to avoid environmental damage, achieve the diversion mandates of the California Integrated Waste Management Act of 1989 (AB 939), and ensure compliance with AB 341, AB 1826, AB 1594, and SB 1383.

##### **Sec. 6-2.102. Flow control.**

All solid waste, organic waste, and recyclable materials, once such materials have been placed at the curb, or, in the case of a Commercial Service Recipient, in the Collection Container, Bin, or Drop Box placed for collection by a Contractor, are subject to the City's control and this Chapter.

##### **Sec. 6-2.103. Anti-scavenging and materials handling.**

Other than the property owner or tenant of the premises, Contractor or Permittee, it is unlawful for any person to remove, interfere, tamper with, or otherwise disturb any recyclable materials or their containers which have been placed for collection by the waste generator. No individual, other than the property owner or tenant of the premises, Contractor or Permittee, may physically enter a commercial Collection Container located on private property.

##### **Sec. 6-2.104. Violations.**

It shall be unlawful for any person, firm, company or corporation to violate any provision or to fail to comply with any of the requirements of this Chapter. Any person, firm, company, or corporation violating any of such provisions or failing to

comply with any of the mandatory requirements of this Chapter shall be guilty of a violation of this Chapter, and, shall be punishable as set forth in Chapter 2 of Title I of the Thousand Oaks Municipal Code. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Chapter, or the provisions of any code adopted by reference to this Chapter, is committed, continued or permitted by such person and shall be punishable accordingly. In addition to the penalties provided by this section, any condition caused or permitted to exist in violation of any of the provisions of this Code, or the provisions of any code adopted by reference by this Code, shall be deemed a public nuisance and may be summarily abated by this City, and each day such condition continues shall be regarded as a new and separate offense.

## **Article 2. Definitions**

### **Sec. 6-2.200. Definitions.**

For the purposes of this Chapter, the following words and phrases shall have the meanings set forth in this article, unless it is apparent from the context that a different meaning is intended. If any words or phrases are not defined in this article, such terms shall have the meaning applied to them in the California Integrated Waste Management Act of 1989, as amended (California Public Resources Code).

### **Sec. 6-2.201. AB 341.**

“AB 341” means State of California Assembly Bill No. 341 approved October 5, 2011. AB 341 requires businesses, defined to include commercial or public entities that generate more than 4 cubic yards of commercial solid waste per week or multifamily residential dwellings of 5 units or more, to arrange for recycling services and requires jurisdictions to implement a commercial solid waste recycling program.

### **Sec. 6-2.202. AB 939 or “The Act”.**

“AB 939” or “The Act” means “The California Integrated Waste Management Act of 1989” codified in part in Public Resources Code §§ 40000 *et seq.*, as it may be amended and as implemented by the regulations of the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

### **Sec. 6-2.203. AB 1594.**

“AB 1594” means State of California Assembly Bill No. 1594 approved September 28, 2014. AB 1594 provides that as of January 1, 2020, the use of green material as Alternative Daily Cover does not constitute diversion through recycling and would be considered disposal.

**Sec. 6-2.204. AB 1826.**

“AB 1826” means State of California Assembly Bill No. 1826 approved September 28, 2014. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an organic waste recycling program to divert from the landfill organic waste from businesses. Each business meeting specific organic waste or solid waste generation thresholds phased in from April 1, 2016 to January 1, 2020, is required to arrange for organic waste recycling services.

**Sec. 6-2.205. AB 3036.**

“AB 3036” means State of California Assembly Bill No. 3036 approved September 27, 2018. AB 3036 prohibits a County, City, District, or local government agency from subjecting the hauling of certain byproducts from the processing of food or beverages to an exclusive franchise, contract, license, or permit.

**Sec. 6-2.206. Agreement.**

“Agreement” means the written agreement between the City and the Contractor covering the work to be performed and all contract documents attached to the agreement and made a part thereof.

**Sec. 6-2.207. Animal Waste.**

“Animal Waste” means solid waste consisting of any carcass, manure, fertilizer, or any form of solid excrement produced by any and all forms of commercial livestock such as cattle, but not including household pet wastes.

**Sec. 6-2.208. Applicable Law.**

“Applicable Law” means all laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any federal, state, county, city, and local governmental agency having jurisdiction over the collection and disposition of Solid Waste, including Recyclable Materials, Organic Waste, and Construction and Demolition Waste.

**Sec. 6-2.209. Applicant.**

“Applicant” means any person requesting an application for an Exclusive Franchise, Limited Franchise, or Permit for the authorized collection of Solid Waste, Organic Waste or Recyclable Materials, subject to the conditions of this Chapter.

**Sec. 6-2.210. Bin.**

“Bin” means a metal or plastic waste container designed or intended to be mechanically serviced by a commercial front-end loader vehicle. It shall be designed to hold from one (1) to six (6) cubic yards of material with the lid properly closed.

**Sec. 6-2.211. Bulky Waste.**

“Bulky Waste” means Solid Waste consisting of discarded white goods, furniture, tires, carpets, mattresses, and similar large items which do not fit in a regular Collection Container and require special handling due to their size but can be collected and transported without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does not include abandoned automobiles and other vehicles.

**Sec. 6-2.212. CalRecycle.**

“CalRecycle” means the California Department of Resources Recycling and Recovery, or any successor agency that regulates solid waste management.

**Sec. 6-2.213. Cart.**

“Cart” means a heavy plastic receptacle with a rated capacity of at least twenty (20) and not more than one-hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is provided by the Exclusive Franchise Solid Waste Contractor, approved by the City, and used by Service Recipients for collection, accumulation, and removal of solid waste from commercial, industrial, or residential premises in connection with Exclusive Franchise Collection Services.

**Sec. 6-2.214. CEQA.**

“CEQA” means the California Environmental Quality Act, codified as Cal. Pub. Res. Code §21000 et seq. as amended or superseded, and the regulations promulgated thereunder and as set forth in the California Code of Regulations, Title 14.

**Sec. 6-2.215. City.**

“City” means the City of Thousand Oaks.

**Sec. 6-2.216. City Collection Service.**

“City Collection Service” means ongoing regularly scheduled collection and unscheduled collection of Commercial Solid Waste, Organic Waste, and Recyclable Materials by an Exclusive Franchise from a City Facility and the

delivery of that Commercial Solid Waste to a Disposal Facility, Recycling Facility, and/or Organics Processing Facility.

**Sec. 6-2.217. City Facility.**

"City Facility" means any building or other site owned, leased or used regularly and significantly and the space therein occupied by employees or Contractors of the City, and excludes those portions of such facilities used by others.

**Sec. 6-2.218. City Manager.**

"City Manager" means the City Manager of the City, or his or her designated representative, or any employee of the City who succeeds to the duties and responsibilities of the City Manager.

**Sec. 6-2.219. Code.**

"Code" means the City of Thousand Oaks Municipal Code.

**Sec. 6-2.220. Collection.**

"Collection" means the process whereby Residential, Commercial, and City Solid Waste are removed and transported to a Disposal Facility, Organic Waste Processing Facility, or Materials Recycling (or Recovery) Facility as appropriate.

**Sec. 6-2.221. Collection Container.**

"Collection Container" means a Bin, Cart, Drop Box, or Roll-Off Container that is provided by the Exclusive or Limited Franchise Contractor and approved by the City for use by Service Recipients for Collection Services.

**Sec. 6-2.222. Collection Services.**

"Collection Services" means Residential Collection Service, Commercial Collection Service, and City Collection Service.

**Sec. 6-2.223. Combined Solid Waste.**

"Combined Solid Waste" means putrescible and non-putrescible material placed in a single Collection Container.

**Sec. 6-2.224. Commercial Collection Service.**

"Commercial Collection Service" means ongoing regularly scheduled collection of Commercial Solid Waste, Organic Waste, and Recyclable Materials by an Exclusive Franchise from Commercial Service Units and the delivery of that

Commercial Solid Waste to a Disposal Facility, Recycling Facility, and/or Organics Processing Facility.

**Sec. 6-2.225. Commercial Premises.**

“Commercial Premises” means any Premises used for commercial purposes.

**Sec. 6-2.226. Commercial Recycling Permit or “Permit”.**

“Commercial Recycling Permit” or “Permit” means authorization granted to a collector for the sole purpose of the Collection and processing of Organic Waste and/or Recyclable Materials from Commercial Premises.

**Sec. 6-2.227. Commercial Service Recipient.**

“Commercial Service Recipient” means every owner of, and every tenant or person who is in possession of or has the care and control of, a place of business or service, including Multi-family and Mixed-use Dwelling Unit complexes receiving Collection Service, stores, business offices, commercial warehouses, industrial premises, hospitals, educational, health care, military, and correctional institutions, nonprofit research organizations, and government offices.

**Sec. 6-2.228. Commercial Service Unit.**

“Commercial Service Unit” means all retail, professional, wholesale, industrial facilities, Multi-family, and Mixed-use Dwelling Unit complexes, and other commercial enterprises offering goods or services to the public that utilize a Collection Container, Bin, Cart, Drop Box, compactor, or Roll-off Container for the accumulation and set-out of Commercial Solid Waste, Organic Waste, and Recyclable Materials.

**Sec. 6-2.229. Compacted Waste.**

“Compacted Waste” means any waste that has been baled or compacted by a mechanical device prior to placement into a Collection Container, as well as waste that has been compressed in size by any means, so that it does not fall freely by its own weight from a commercial or industrial Collection Container designed for loose collection into a collection vehicle, thereby interfering with the normal and usual collection and disposal process.

**Sec. 6-2.230. Compost.**

“Compost” means the product resulting from the controlled biological decomposition of Organic Wastes that are source separated from the municipal waste stream, or which are separated at a centralized facility. Compost may also include the product of anaerobic digestion or other conversion technologies.

**Sec. 6-2.231. Composting.**

“Composting” means the controlled and monitored process of converting Organic Waste into Compost.

**Sec. 6-2.232. Construction and Demolition waste.**

“Construction and Demolition waste” or “C & D” means Solid Waste consisting of building materials, packaging and rubble resulting from construction, remodeling, repair, and demolition operations on pavement, residential, commercial or industrial premises, buildings, and other structures, and land clearing operations.

**Sec. 6-2.233. Contractor.**

“Contractor” means collector authorized by the City through Exclusive or Limited Franchise to collect, process, and/or dispose of Solid Waste, Organic Waste, and Recyclable Materials from commercial, industrial, and residential premises in the City.

**Sec. 6-2.234. Day.**

“Day” means a calendar day of twenty-four (24) hours, measured from midnight to the next midnight.

**Sec. 6-2.235. Delivery.**

“Delivery” means the moment at which Solid Waste is deposited in a Collection Container or at a location that is designated for collection pursuant to the City’s Municipal Code or is otherwise discarded.

**Sec. 6-2.236. Designated Waste.**

“Designated Waste” means those substances classified as designated wastes by the State of California in the most current version of the California Code of Regulations.

**Sec. 6-2.237. Designated Zone.**

“Designated Zone” means a geographical area describing the extent of collection by an Exclusive or Limited Franchise Contractor for the collection and disposal of Solid Waste, and the collection and processing of source-separated Organic Waste and Recyclable Materials.

**Sec. 6-2.238. Disposal.**

“Disposal” or “Dispose” means the final disposition of Solid Waste at a permitted Landfill or other permitted Solid Waste disposal facility, as defined in California Public Resources Code 40192.

**Sec. 6-2.239. Disposal Facility.**

“Disposal Facility” means the facility or such place or places specifically designated by the City for the disposal, or processing as appropriate, of Residential Waste and Commercial Waste and other materials as appropriate and acceptable.

**Sec. 6-2.240. Diversion or Divert.**

“Diversion” or “Divert” means the reduction or elimination of Solid Waste from Solid Waste Disposal in accordance with California Public Resources Code 41024.

**Sec. 6-2.241. Drop Box.**

“Drop Box” means a portable Collection Container, also known as a “Roll-off”, normally supported on casters and approved by the City for mechanical handling by collection trucks. It shall be designed to hold from ten (10) to sixty (60) cubic yards of material when properly filled.

**Sec. 6-2.242. Edible Food Recovery.**

“Edible Food Recovery” means the practice of gleaning or recovering edible food for human consumption that would otherwise go to waste from places such as restaurants, grocery stores, produce markets, or dining facilities and distributing it to local emergency food programs.

**Sec. 6-2.243. Effective Date of Agreement.**

“Effective Date of Agreement” means the date designated in the Agreement as the effective date. If no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

**Sec. 6-2.244. Emergency Permit.**

“Emergency Permit” means authorization granted for the sole purpose of the collection and processing of Solid Waste, Organic Waste, and Recyclable Materials from Commercial and Residential Premises in emergencies, such as the breakdown of equipment, or other unforeseen or unpreventable circumstances where, in the judgment of the City Manager or designee, the particular situation justifies such action.

**Sec. 6-2.245. Encroachment Permit.**

“Encroachment Permit” means a permit issued by the City for placement of Collection Containers, Bins, or Drop Boxes, within the City’s right-of-way or easements so as to prevent, obstruct or interfere with the normal use of the right-of-way.

**Sec. 6-2.246. Exclusive Franchise.**

“Exclusive Franchise” means a residential or commercial franchise issued to a Contractor for ongoing regularly scheduled weekly collection service of Solid Waste, Organic Waste, and Recyclable Materials within a designated zone of the City, on an exclusive basis and pursuant to Article 3 of this Chapter.

**Sec. 6-2.247. Exclusive Franchisee.**

“Exclusive Franchisee” means the Contractor who holds the Exclusive Franchise.

**Sec. 6-2.248. Facility.**

“Facility” means any plant or site, owned, used, or leased and maintained and/or operated by the Contractor for purposes of performing under an agreement or permit.

**Sec. 6-2.249. Food Waste.**

“Food Waste” means all putrescible solid, semisolid, and liquid food, such as, fruit, vegetables, cheese, meat, bones, poultry, seafood, bread, rice, pasta, and oils; coffee grounds and filters and tea bags; and any putrescible matter produced from human or animal food production, preparation, and consumption activities.

**Sec. 6-2.250. Green Waste.**

“Green Waste” means Solid Waste consisting of any vegetative waste generated from the maintenance or alteration of residential, commercial, or industrial premises including, but not limited to, grass clippings, leaves, tree trimmings, prunings, brush, weeds, flowers, herbs, and holiday trees.

**Sec. 6-2.251. Hazardous Waste.**

“Hazardous Waste” means a waste, or combination of wastes as defined by Code of Federal Regulations, Title 40.

**Sec. 6-2.252. Holiday.**

“Holiday” means a day of the year designated by Contractor on which waste Collection Service will not be provided until the following day, excluding Sunday.

**Sec. 6-2.253. Home Composting.**

“Home Composting” means the on-site Composting of Organic Waste at the Residential Premises at which the waste is generated.

**Sec. 6-2.254. Household Hazardous Waste.**

“Household Hazardous Waste” means that waste resulting from products purchased by the general public for household use which, because of its quantity, concentration or physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed or otherwise managed, or, in combination with other Solid Waste, may be infectious, explosive, poisonous, caustic, toxic, or exhibit any of the characteristics of ignitability, corrosivity, reactivity, or toxicity as per California Code of Regulations Title 22, Division 4.5, Chapter 11, Section 66261.3.

**Sec. 6-2.255. Industrial Premises.**

“Industrial Premises” means any site for mechanized manufacturing activities including factories, food processing, mineral extraction, power generation, fuel storage facilities, refineries and treatment works.

**Sec. 6-2.256. Land Clearing.**

“Land Clearing” means an activity performed by a licensed contractor that involves clearing of land and removal of dirt and mixed Green Waste but does not include removal of Solid Waste or Construction and Demolition material.

**Sec. 6-2.257. Legislation.**

“Legislation” means any code, ordinance, resolution, or any other formal enactment of the governing body of an authorized Federal, State, or local entity which now exists, or which may hereafter be adopted, which constitutes law or regulations governing the operation of the contractor.

**Sec. 6-2.258. Limited Franchise.**

“Limited Franchise” means a residential or commercial franchise issued for temporary, non-regularly scheduled waste collection service.

**Sec. 6-2.259. Limited Franchisee.**

“Limited Franchisee” means the Contractor who holds the Limited Franchise.

**Sec. 6-2.260. Materials Recovery and Processing Facility (MRF).**

“Materials Recovery and Processing Facility (MRF)” means a facility to which commingled Solid Waste, Organic Waste, and Recyclable Materials are brought for separation into marketable Recyclables.

**Sec. 6-2.261. Medical Waste.**

“Medical Waste” means those materials defined in the most current version of the State of California Health and Safety Code.

**Sec. 6-2.262. Mixed Use Dwelling or MXD.**

“Mixed Use Dwelling” or “MXD” means a building or structure which contains at least one (1) Commercial Service Unit and at least one (1) Dwelling Unit and utilizes a common Collection Container, Cart, or Bin for the accumulation and collection of Commercial Solid Waste.

**Sec. 6-2.263. Multi-family Dwelling Unit Complex or MFD.**

“Multi-family Dwelling Unit Complex” or “MFD” means any structure containing more than two residential dwelling units with shared walls, including, but not limited to, an apartment building, triplex, multiple condominium building or townhome complex.

**Sec. 6-2.264. Non-putrescible Material.**

“Non-putrescible Material” means Solid Waste consisting of waste which is not organic and not subject to decomposition by microorganisms.

**Sec. 6-2.265. Organic Waste.**

“Organic Waste” means Food Waste, Green Waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with Food Waste.

**Sec. 6-2.266. Organic Waste Processing Facility.**

“Organic Waste Processing Facility” means a State permitted commercial Solid Waste facility which accepts and processes Organic Materials.

**Sec. 6-2.267. Permittee.**

“Permittee” means the holder of a Commercial Recycling Permit.

**Sec. 6-2.268. Person.**

“Person” means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Ventura, and special purpose districts.

**Sec. 6-2.269. Putrescible Material.**

“Putrescible Material” means Solid Waste consisting of waste which is organic and subject to decomposition by microorganisms.

**Sec. 6-2.270. Premises.**

“Premises” means any land or building in the City where waste is generated or accumulated.

**Sec. 6-2.271. Recyclable Materials.**

“Recyclable Materials” means Solid Waste consisting of any material which retains useful properties and can be reclaimed after the production or consumption process.

**Sec. 6-2.272. Recycling.**

“Recycling” means the process of collecting, sorting, cleansing, treating and/or marketing Recyclable Materials that would otherwise be disposed of in a landfill. The collection, transportation or disposal of Solid Waste not intended for, or capable of, reuse is not Recycling.

**Sec. 6-2.273. Residential Collection Service.**

“Residential Collection Service” means ongoing regularly scheduled collection of Residential Solid Waste by an Exclusive Franchise from Residential Service Units and the delivery of that Residential Solid Waste to a Disposal Facility, Recycling Facility, and/or Organics Processing Facility.

**Sec. 6-2.274. Residential Service Recipient.**

“Residential Service Recipient” means every owner of, and every tenant or person who is in possession of, or has the care and control of, a Residential Premises.

**Sec. 6-2.275. Residential Premises.**

“Residential Premises” means a Premises used for residential purposes.

**Sec. 6-2.276. Residential Solid Waste.**

“Residential Solid Waste” means Solid Waste originating from Residential Premises.

**Sec. 6-2.277. SB 1383.**

“SB 1383” means State of California Senate Bill 1383, which mandates a fifty (50) percent reduction in disposal of Organic Materials from the 2014 levels by 2020 and seventy-five (75) percent reduction by 2025. Further, SB 1383 requires jurisdictions to implement Edible Food Recovery Programs designed to recover edible food that is currently landfilled by twenty (20) percent by 2025.

**Sec. 6-2.278. Scavenge or Scavenging.**

“Scavenge” or “Scavenging” means the unauthorized removal of Recyclables from a Collection Container or other collection location on a Premises, as prohibited by Public Resources Code section 41950.

**Sec. 6-2.279. Service Recipient.**

“Service Recipient” means an individual or company receiving Residential Collection Service or Commercial Collection Service from an Exclusive Franchisee, or Limited Franchisee, or Commercial Collection Service of Organic or Recyclable Materials from a Commercial Recycler.

**Sec. 6-2.280. Single-family/duplex Residence or SFD.**

“Single-family/duplex Residence” or “SFD” means a single detached dwelling unit, and/or a duplex structure of two (2) single attached dwelling units, each designed for use by one bona fide housekeeping group.

**Sec. 6-2.281. Solid Waste.**

“Solid Waste” means all putrescible and non-putrescible 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, as set forth in California Public Resources Code Section 40191(a)(b), as amended from time to time.

**Sec. 6-2.282. Source separated.**

“Source separated” means the segregation, by the waste generator, of materials designated for separate collection for some form of materials recovery or special handling.

**Sec. 6-2.283. Subscription.**

“Subscription” means an arrangement or agreement between a waste generator and a Contractor for Collection Service of Solid Waste, Organic Waste, and Recyclable Materials.

**Sec. 6-2.284. Term.**

“Term” means the time period or duration of an Exclusive Franchise or Limited Franchise or Permit.

**Sec. 6-2.285. Transfer station.**

“Transfer station” means those facilities utilized to receive Solid Waste, and temporarily store and transfer such waste directly from smaller to larger vehicles for transport.

**Sec. 6-2.286. Transformation.**

“Transformation” means incinerated, pyrolyzed, distilled, gasified, or biologically converted waste materials other than composted waste materials.

**Sec. 6-2.287. Waste.**

“Waste” means the useless, unused, unwanted or discarded material and debris resulting from normal residential and commercial activity or materials which, by their presence, may injuriously affect the health, safety, and comfort of persons or depreciate property values in the vicinity thereof.

**Sec. 6-2.288. Waste diversion.**

“Waste diversion” means to divert Solid Waste, in accordance with all applicable Federal, State, and local requirements, from disposal at landfills or transformation facilities through source reduction, composting or recycling.

**Sec. 6-2.289. Waste generator.**

“Waste generator” means any person, as defined by the most current version of the Public Resources Code, whose act or process produces solid waste as defined in that same code, or whose act first causes solid waste to become subject to regulation.

**Sec. 6-2.290. White goods.**

“White goods” means enamel-coated major appliances, such as washing machines, clothes dryers, hot water heaters, stoves, and refrigerators.

**Sec. 6-2.291. Wood waste.**

“Wood waste” means Solid Waste consisting of stumps, large branches, tree trunks, and wood pieces or particles that are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction and demolition activities.

**Article 3. Franchise and Permit System**

**Sec. 6-2.301. Authorization.**

The City Council, pursuant to the California Public Resources Code, does hereby determine that the collection, processing and/or disposal of Solid Waste, Organic Waste, and Recyclable Materials shall be provided within the City through the issuance of Exclusive or Limited Franchises or Permits, with or without public bidding, in accordance with the terms of this Chapter.

**Sec. 6-2.302. Franchises or Permits required for solid waste, organic waste, and recyclable materials collection.**

(a) Authorization to grant Franchises and Permits. The City Council may grant, at its discretion, Exclusive or Limited Franchises to designated Contractors. The collection of a franchise fee from these designated Contractors may be in lieu of all other business tax certificate fees required by the City as determined by the Director of Finance. The City Manager, or designee, may grant Commercial Recycling Permits to those applicants meeting the Permit criteria. The City Council may establish by resolution standards regarding the collection, transporting,

processing, and/or disposal of Solid Waste, Organic Waste, and Recyclable Materials generated from residential, commercial and industrial premises.

(b) Collection by Contractor or Permittee. So long as any such Exclusive or Limited Franchise or Permit remains in force, collection and handling of material provided for in this Chapter shall be made by the Contractor or Permittee in accordance with the terms and conditions of this Chapter, the rules and regulations adopted by the City, the terms and conditions of the Franchise Agreement, and the terms and conditions of the Permit.

(c) Unlawful collection. Except as expressly provided in this Chapter, it is unlawful for any person to collect or transport Solid Waste, Organic Waste, and Recyclable Materials within the City unless such person is a designated Contractor with an Exclusive or Limited Franchise, or a Permittee, or the material collected is exempted under subsections (c)(1) through (10) of this section. It is unlawful for any person to knowingly authorize, allow or enter into any agreement for the collection or transportation of Solid Waste, Organic Waste, and Recyclable Materials by a person who is not a Contractor or Permittee, except as follows:

- (1) Green Waste removed from a premise by a contracted gardening, landscaping, or tree trimming business or by a public agency representative as an incidental part of a landscape maintenance service rather than as a separate transportation service, or Green Waste delivered by a generator to a processing facility;
- (2) Debris removed from a premise by a licensed land clearing contractor using its own employees and equipment, when transport is provided as an incidental part of a total service offered by that contractor rather than as a separate transportation service;
- (3) Hazardous or dangerous materials, liquid and dry caustics, acids, biohazardous, flammable, and explosive materials, pesticides, and similar substances;
- (4) Infectious medical waste as defined in the most current California Health and Safety Code;
- (5) Source separated Recyclable Materials delivered by the generator to a facility for recycling under the California Beverage Container and Recycling Litter Reduction Act, California Public Resources Code §§ 14500 et seq.
- (6) Source separated recyclable materials or organics delivered by the generator to a facility for Recycling or Composting ("Self-haul");

(7) Source separated edible Food Waste removed from residential or commercial premises and donated for human consumption (“food recovery”)

(8) By-products of sewage treatment, including sludge, biosolids, grit and screenings;

(9) Solid Waste generated at any residential or commercial premises and which is transported personally by the owner or occupant of such premises to a licensed disposal facility or disposed of in a manner consistent with the provisions of the Municipal Code and other applicable laws.

(10) Source separated Organic Waste byproducts generated from food or beverage processing intended to be used as animal feed and which meet the criteria of Public Resource Code section 40059.4 and AB 3036.

### **Sec. 6-2.303. Types of Franchises and Permits.**

The City may issue the following types of Franchises or Permits:

(a) Exclusive Franchise. An Exclusive Franchise will be issued for ongoing regularly scheduled weekly collection of residential, commercial and industrial Solid Waste, Organic Waste, and/or Recyclable Materials from a Designated Zone as defined in this Chapter.

(b) Limited Franchise. A Limited Franchise will be issued for temporary collection of Solid Waste, Organic Waste, Construction and Demolition Waste, and/or Recyclable Materials from a Designated Zone as defined in this Chapter and shall require a valid Encroachment Permit.

(c) Commercial Recycling Permit. A Permit may be issued for the collection of commercial and industrial Recyclable Materials, including Organic Waste from within the Commercial zones as defined in this Chapter. The Permittee may charge service recipients a fee for the collection, transportation, or processing of such materials only if the Exclusive Franchise hauler is unable, or declines, to collect and recycle the materials. A list of such materials is provided in the Exclusive Franchise Agreement and updated annually.

(d) Emergency Permit. In emergencies, such as the breakdown of equipment, or other unforeseen or unpreventable circumstances where, in the judgment of the City Manager or designee, the particular situation justifies such action, limited or temporary permits to private persons or businesses to perform any of the services covered by this Chapter may be issued by the City Manager or designee. These services shall be subject to such reasonable fees, charges and conditions as the circumstances may warrant and as the parties involved may agree upon.

Emergency Permits shall not exceed fifteen (15) days in duration unless approved by the City Council.

**Sec. 6-2.304. Designated Collection Zones.**

(a) Collection Zones. The City is divided into designated Collection Zones for Solid Waste, Organic Waste, and Recyclable Materials collection purposes. The following designated collection zones are hereby created as shown on the City's official map filed with the City Clerk:

- (1) Residential zones;
- (2) Commercial zones;

(b) Future zones. The assignment to designated zones of new or annexed residential, commercial, and industrial developments, other than as indicated on the City's official zone maps, shall be made by the City Council.

**Sec. 6-2.305. Commercial Recycling Permit: Prerequisites.**

(a) Required information. The applicant shall provide the City Manager or designee with the following information:

- (1) Name of applicant;
- (2) Permanent business address and full address of the applicant;
- (3) Firm name;
- (4) The names of all partners, if a joint venture or a partnership or limited partnership, or corporation and the names of the officers, and their percentage of participation and their permanent addresses;
- (5) The address of applicant's yard where vehicles, containers, and other equipment and maintenance operations are located;
- (6) Copy of valid City-issued Business Tax Certificate (business license)
- (7) Such other facts or information as the City Manager or designee may require.

(b) Fees. A Permit application fee, as set by resolution of the City Council, shall be paid at the time of application submittal. Once a Permit has been issued to the Permittee, the Permittee shall also pay to City such fees as set by resolution of the City Council.

(c) Indemnification by Permittee. In consideration of the terms and provisions of any Permit, Permittee shall indemnify the City as specified in the application terms and conditions.

(d) Compliance with Motor Vehicle Code. Vehicles used to collect, transport and dispose of Solid Waste, Organic Waste, or Recyclable Materials under a Permit must comply with the regulations as set forth in the California Motor Vehicle Code, all other applicable California codes, and this Chapter.

(e) Compliance with Federal, State, County and local laws, ordinances and regulations. The Permittee shall perform the terms of the Permit in compliance with all valid and applicable Federal, State and local laws and regulations pertaining to the collection, transportation, processing, storage and disposal of Solid Waste, Organic Waste, and Recyclable Materials. Permittee shall obtain and keep in force all required permits and shall not, for a fee or charge, gather, collect or remove from any place of business or residence any Solid Waste, Organic Waste, and Recyclable Materials without a City business tax certificate issued by the Director of Finance.

**Sec. 6-2.306. Approval or denial of Franchise or Permit.**

The City Manager or designee shall investigate the information required by this Chapter and verify that the Contractor or Permittee is capable of complying with the provisions of this Chapter and the rules and regulations of the City. The City Manager or designee shall notify the City Council of the findings prior to approval or denial of the Exclusive or Limited Franchise.

**Sec. 6-2.307. Issuance and term.**

(a) Franchise issuance and term. An issuance of Exclusive or Limited Franchises, pursuant to this Chapter shall only be effective when approved by the City Council and when a separate written agreement is signed by the Contractor and the City. Each Franchise shall terminate as referenced in the Exclusive or Limited Franchise agreement.

(b) Permit issuance and term. Each Permit shall expire annually on December 31, in conjunction with the City Business Tax Certificate (Business License), as referenced in the terms of the Permit.

**Sec. 6-2.308. Assignment or transfer of Franchise or Permit.**

(a) The Contractor shall not assign its rights or delegate or otherwise transfer its obligations under an Exclusive or Limited Franchise granted pursuant to this Chapter in whole or in part to any other person without the prior written consent of the City Council. Any such assignment made without the consent of the City

Council shall result in the revocation of the Exclusive or Limited Franchise. Permits issued under this Chapter may not be transferred or assigned.

(b) For purposes of this section, "assignment" shall include, but not be limited to:

(1) A sale, exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Chapter to a third party;

(2) A sale, exchange or other transfer of thirty (30) percent or more of the outstanding common stock of Contractor;

(3) Any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Contractor or any of its shareholders is a party which results in a change of ownership or control of thirty (30) percent or more of the value or voting rights in the stock of Contractor;

(4) Any combination of the foregoing, whether or not in related or contemporaneous transactions, which has the effect of any such transfer or change of ownership. For purposes of this section, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment. Assignment shall not include the gifting or sale of ownership interest to a spouse or lineal family members nor shall it include a transfer by bequest to a spouse or lineal family members.

(c) If Contractor requests City Council consideration of and consent to an assignment, the City Council may deny or approve such request. No request by Contractor for consent to an assignment need be considered by the City Council unless and until Contractor has met the following requirements:

(1) Contractor shall pay to City the cost for administrative staff time and attorney fees to investigate the suitability of any proposed assignee, and to review, evaluate and process any documentation required as a condition for approving any such assignment. Contractors possessing a Limited Franchise who request an assignment or transfer of Franchise must apply for a termination of the Franchise and reapply for a new Franchise under a new name.

(2) Contractor shall furnish City Manager or designee with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years unless an exception is granted by the City Manager or designee.

(3) Prior to consideration by the City Council, the Exclusive Franchise Contractor shall furnish the City Manager or designee with satisfactory written proof the proposed assignee has at least ten (10) years of solid waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Chapter; that in the last five (5) years, the proposed assignee has not received any citations or other censure from any federal, state, or local agency due to any significant failure to comply with federal, state, or local laws and that the assignee has provided the City Manager or designee with a complete list of such citations and censures; that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; that the proposed assignee conducts its solid waste management practices in accordance with sound waste management practices in full compliance with all federal, state, and local laws regulating the collection and disposal of solid waste, including hazardous waste as identified in Title 22 of the California Code of Regulations; and, of any other information required by the City Council to ensure the proposed assignee can fulfill the terms of this Chapter in a timely, safe and effective manner. Proposed assignees with less than above-described experience must be approved by the City Council.

#### **Sec. 6-2.309. Revocation.**

An Exclusive or Limited Franchise may be revoked at the option of the City Council, per the terms of the Franchise Agreement. A Permit may be revoked at the option of the City Manager or designee if he/she determines that the Permittee has not complied with either the provisions of this Chapter, State statute on solid waste collection, the terms of the Permit, or the City's rules and regulations.

The City Manager or designee shall issue a written notice of non-compliance to Contractor or Permittee specifying the nature of Contractor or Permittee's noncompliance and require compliance within thirty (30) days. If the City Manager or designee finds that, for health and safety reasons, compliance cannot be delayed for thirty (30) days, the City Manager or designee shall order that the Contractor or Permittee shall immediately commence and diligently pursue correction. If said noncompliance is not corrected within said thirty (30) day period, or if Contractor fails to immediately commence and diligently pursue correction as directed, as the case may be, then the Contractor or Permittee shall be given a minimum of five (5) days written notice of a hearing before the City Manager or designee, at which time the City Manager or designee shall make findings, and by written decision, either take no action, revoke or add conditions to Contractor or Permittee's Franchise or Permit. Should revocation be ordered, Contractor or Permittee shall be given a maximum of ninety (90) days to cease operations within the City and remove all containers in service.

Within five (5) days of written notice of cancellation, Contractor or Permittee may appeal the City Manager or designee's decision to the City Council. Any appeal request shall state in full all grounds for appeal. Action on the Contractor or Permittee's appeal shall be set on a City Council agenda; however, such appeal shall not act as a stay on the ordered compliance. The City Council shall announce its decision and thereafter adopt a resolution setting forth such decision. All City decisions shall be served on Contractor or Permittee in person or by certified return-request United States mail, postage prepaid. Service by mail shall be deemed complete two (2) business days after the date of mailing.

**Sec. 6-2.310. Charges for Franchise or Permit service.**

- (a) Collection charge. A charge for the collection of Solid Waste, Organic Waste, and Recyclable Materials shall be imposed by the City or Contractor on the Service Recipient, or assigned responsible party, of each Residential and Commercial Premises or entity subscribing to Solid Waste, Organic Waste, and Recyclable Materials collection service. The City Council shall establish fees, by resolution, to be charged for the collection, transportation, and disposal of Solid Waste, the collection, and processing of Organic Waste and Recyclable Materials, and the service of planning and administering the City's solid waste programs and franchises contemplated under this Chapter.
- (b) Where allowed under this Chapter, Permittee shall only charge a fee when the Exclusive Franchise hauler is unable, or declines, to collect and recycle the Recyclable or Organic Materials. A list of such materials is provided in the Exclusive Franchise Agreement and updated annually.
- (c) Rate adjustments. Contractor shall submit to the City Manager or designee an application for rate review annually in accordance with the procedures described in the Franchise Agreement. No fees shall be charged to Service Recipients other than those approved by resolution of the City Council.

**Article 4. Billings for Franchised Services**

**Sec. 6-2.401. Billings for franchised service.**

- (a) Billings and penalties. Each Service Recipient in the City shall be billed periodically, and in accordance with the Franchise Agreement, by the Contractor providing service at rates established by the City Council. Should any Service Recipient fail, refuse or neglect to pay any such bill, a late penalty may be added to the bill and the sum, together with any costs incurred by the City or by the Contractor, may be recovered by either the City or the Contractor, as provided by law. The amount of the late penalty will be determined by the City Council and set by resolution.

(b) **Billings by Contractor.** The City shall not be responsible for the collection of any sums due to the Contractor in providing said service, nor does the City guarantee or warrant payment to the Contractor for said services in any way whatsoever, except the City will assist the Contractor in placing an assessment against the property for the unpaid fees in accordance with the provisions of this Chapter. Advance billing of Service Recipient shall not be permitted more than sixty (60) days in advance of delivery of collection service.

(c) **Solid waste collection of delinquent accounts.** Should the Service Recipient fail or refuse to pay the fee assessed for the collection of Solid Waste, Organic Waste, and Recyclable Materials according to the provisions stated above, then the Contractor shall notify the City Manager or designee of such refusal. Failure to pay may, except for the provisions hereof, result in the non-collection of Solid Waste, Organic Waste, and Recyclable Materials, which condition the City Council may determine and may declare to be a threat to the public health, safety, and welfare, and which condition may be declared to be, if permitted to exist, a public nuisance. Contractor shall continue to collect Solid Waste, Organic Waste, and Recyclable Materials when directed to do so by the City Manager or designee. In such cases, Contractor may seek reimbursement from the City.

(d) **Collect charges.** All costs incurred by the City or Contractor shall be charged against the property from which the Solid Waste, Organic Waste, or Recyclable Materials were collected.

(e) **Payment under protest.** Any Service Recipient who has been billed for service and desires to contest the extent, degree or reasonableness of the charge billed, shall make payment of such charges under protest and, at the same time, file a written statement of such protest with the Contractor, who shall submit a copy of the protest to the City Manager or designee. Within sixty (60) days after the date of filing, the City Manager or designee shall notify the protesting customer of the findings and adjustment in the matter.

**Sec. 6-2.402. Uniform City-wide rate.**

The City Council shall set uniform rates applicable to all areas of the City for residential, commercial and industrial Solid Waste, Organic Waste, and Recyclable Materials collection service for each Service Recipient class. Rates shall be based on the type of service provided, type and quantity of waste generated, the number, size and location of containers, frequency of collection, and billing methods.

## **Article 5. Service Recipient Responsibilities**

### **Sec. 6-2.501. Payment Responsibility.**

Payment for service of Solid Waste, Organic Waste, and Recyclable Materials collection from single-family/duplex, multi-family dwellings, mixed-use dwellings, and all commercial and industrial accounts is an obligation of the Service Recipient, regardless of any lease or possession held by another. In the case of non-payment by the Service Recipient, the owner of the residential unit, commercial, and industrial establishment shall be responsible for payment.

### **Sec. 6-2.502. Collection Containers.**

(a) Residential Collection Containers. Residential Service Recipients shall use only those Collection Containers provided by the Exclusive Franchise Contractor and as herein specified for the accumulation and disposal of source separated Solid Waste, Organic Waste, and Recyclable Materials. Service Recipients shall maintain Collection Containers in a sanitary and functional manner.

(b) Residential collection limits. The maximum amount of Solid Waste that can be placed for weekly residential collection by an Exclusive Franchise Contractor is ninety-six gallons, excluding source-separated Recyclable Materials and Organic Waste. Residential Service Recipients can arrange with Contractor for extra service for an additional charge. No residential Service Recipients shall set out, or cause to be set out, for collection Solid Waste, Organic Waste, or Recyclable Materials other than Solid Waste, Organic Waste, or Recyclable Materials originating at that premises.

(c) Commercial Collection Containers. Commercial Service Recipients shall use only Contractor-provided Collection Containers as herein specified for the accumulation and disposal of source separated Solid Waste, Organic Waste, and Recyclable Materials. The combined weight of a Commercial Collection Container and its contents shall not exceed a weight that can be maneuvered safely by one person and lifted by the Contractor's collection vehicle. Special handling charges shall apply for overweight bins. Lids must be kept closed at all times except during the loading and unloading process.

(d) Temporary Containers for Limited Franchise Service. Service Recipients may contract with Limited Franchise Contractor to provide Bins, Roll-offs, and/or Drop Boxes for Residential and Commercial Service Units for the temporary accumulation and disposal of source separated Solid Waste, Organic Waste, and Recyclable Materials generated by short-term clean up, event, land clearing, and Construction and Demolition projects.

(e) Filling of containers. No Service Recipient shall so fill any container with Solid Waste, Organic Waste, or Recyclable Materials above the top of the container to such an extent as to permit the contents of any container to be strewn about or prevent lids from being closed. Material shall not be compacted in the Collection Container to the extent that the material cannot fall out of the container by its own weight when being serviced by mechanical means by the Contractor's collection vehicle. Containers filled beyond their stated weight capacity will not be serviced.

**Sec. 6-2.503. Placement and maintenance of Residential Collection Containers.**

Residential Service Recipients shall set out or place Collection Containers for the collection of Solid Waste, Organic Waste, and Recyclable Materials by the Exclusive Franchisee as follows:

(a) Proper location of Collection Containers. Collection Containers shall be placed on the street against the curb, rolled curb, swale, or driveway approach in front of premises where the Solid Waste, Organic Waste, or Recyclable Materials originated or along the alley in the rear of the premises, depending upon whether the prescribed collection route is along the street or alley. The City or Contractor (with the authorization of the City) may alter the placement location for containers as necessary for safety, construction or other tenable reasons upon notice to Service Recipient. Any Collection Container placed for collection in an alley shall be placed as close to the property line as possible. Placement of Collection Containers for collection shall not impede pedestrian or handicap accessibility on the public sidewalk or right-of-way.

(b) Timing of placement and removal of Collection Containers. Collection Containers may not be placed out for collection any earlier than 4:00 p.m. on the day before the designated collection day for their route. All Collection Containers shall be removed from public view before 8:00 a.m. the day after the Collection Containers have been serviced. Collection Containers shall be stored away from general public view at all other times.

(c) Responsibility for containers. Service Recipient shall be responsible for Collection Containers on the premises and shall maintain the same in a sanitary condition. If, after correct and timely placement of Collection Containers for collection, the Collection Containers are not emptied and contents removed on the date and time scheduled by the Exclusive Franchise Contractor, Service Recipient should immediately notify the Contractor who shall arrange for the collection and disposal or processing of the materials. Exclusive Franchise Contractor must collect materials within twenty-four (24) hours of receipt of Service Recipient notification, weekends and Holidays excepted.

**Sec. 6-2.504. Placement and responsibility for Commercial Collection Containers.**

Commercial Service Recipients shall set out or place Collection Containers for the collection of Solid Waste, Organic Waste, and Recyclable Materials by the Exclusive Franchisee as follows:

(a) Placement. Commercial Collection Containers must be stored in designated enclosures that comply with all conditions set forth in the City's Refuse/Recycling Enclosure Space Standards or as amended or placed elsewhere on the premises in a location approved by the City Manager or designee if siting constraints apply.

(b) Maintenance. Commercial Service Recipients shall be responsible for the Collection Containers on the premises. Commercial Service Recipient must maintain Collection Container enclosure in a sanitary condition and is responsible for cleanup of material around the Collection Container, unless such spillage is caused by the Contractor. If the Collection Containers are not emptied and the contents removed on the date and time scheduled by the Contractor, Service Recipient should immediately notify the Contractor who shall arrange for the collection and disposal or processing of the materials. Contractor must collect materials within twenty-four (24) hours of receipt of Service Recipient notification, weekends and Holidays excepted.

**Sec. 6-2.505. Accumulation and duration of storage.**

It is unlawful for any person owning, managing or having control of a premises to permit the accumulation of Solid Waste such that it emits offensive odors, becomes or remains , unsightly or a threat to the public health or safety, or is a fire hazard, or to deposit, keep or accumulate, or permit or cause any Solid Waste to be deposited, kept or accumulated, upon any property, lot, parcel of land, vacant land or any public or private street, lane, alley or driveway, except as provided in this Chapter, other than as follows, or as exempted by the City Manager or designee:

(a) Solid Waste material. Solid Waste material shall not be accumulated or stored for a period of time in excess of seven (7) days.

(b) Holidays. The above periods of time, which end in any week in which a Holiday occurs, are extended one additional day.

(c) Unauthorized disposal. Other than as herein set forth in this Chapter, it is unlawful for any person or legal entity to dump, deposit, release, spill, leak, pump, pour, emit, empty, discharge, inject, bury or otherwise dispose of or store Solid Waste on any private or public property within the City, except in an authorized or permitted container or at an authorized or permitted Solid Waste Collection facility.

Storage of leaves, grass clippings, and other Organic Material may be permitted for the purpose of Composting under such circumstances and conditions as are established by the City Manager or designee.

**Sec. 6-2.506. Collection and Recycling of Commercial Recyclable and Organic Materials**

Commercial Service Recipients that generate four (4) cubic yards or more per week of Solid Waste, Recyclable, and Organic Materials in aggregate, shall separate Recyclable and Organic Materials for collection by Franchise or Permittee for recycling, and shall not dispose of such materials as Solid Waste, in accordance with AB 341, AB 1826, and SB 1383. Commercial Service Recipients who do not subscribe to Commercial Recycling Service with a Commercial Franchise or Permittee may utilize alternate methods for processing and diverting from landfill disposal their Recyclable and Organic Materials, but shall verify compliance with AB 341, AB 1826, and SB 1383 annually by completing and submitting a City-provided compliance certification form.

**Sec. 6-2.507. Burning or incineration of Waste Prohibited.**

It is unlawful for any person to cause or permit the burning or incineration of any Solid Waste, Organic Waste, Recyclable Materials, Hazardous waste, or medical waste within the City limits.

**Article 6. Contractor and Permittee Responsibilities**

**Sec. 6-2.601. Collection.**

(a) Residential Solid Waste, Organic Waste, and Recyclable Materials collection service. As directed by City Manager or designee, residential Exclusive Franchise Contractor shall collect and dispose of all Solid Waste and collect and process source-separated Organic Waste and Recyclable Materials generated at residential premises within the City and placed for collection, not less than once per week, as scheduled, unless another collection program is approved by the City Manager or designee. Exclusive Franchise Contractor may collect Solid Waste, Organic Waste, and Recyclable Materials from residential premises only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, subject to review by the City Manager or designee. Collection Containers shall be returned by Contractor to the collection point upright with lids properly secured. Residential Service Recipients may make arrangements with Exclusive Franchise Contractor to collect excess material and bulky waste; extra charges may apply to this service as approved by resolution of the City Council. White goods and ferrous metals shall be separated at the time of collection so as not to become mixed with other Solid Waste to be landfilled. Collected white goods shall be recycled to the maximum extent feasible and Contractor shall comply with all provisions of the

Franchise Agreement. Special charges may apply to this service, as found in the fee schedule approved by City Council.

(b) Commercial Solid Waste materials collection service. Exclusive Franchise Contractor shall collect and dispose of Solid Waste generated at Commercial Premises within the City and placed in a Collection Container for collection from one to six (6) times per week as scheduled with each Commercial Service Recipient. Exclusive Franchise Contractor may collect Solid Waste from Commercial Premises between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, subject to review by the City Manager or designee.

(c) Commercial Recyclable Materials and Organic Material collection and processing service. Exclusive Franchise Contractor shall collect and process those source-separated Recyclable Materials and Organic Waste materials generated at Commercial Premises within the City which are placed in a Collection Container for collection as scheduled with each commercial Service Recipient. Exclusive Franchise Contractor may collect Recyclable Materials and Organic Materials from Commercial Premises between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, subject to review by the City Manager or designee. Exclusive Franchise Contractor must provide and maintain its Commercial Recycling and Organic Waste Collection Service in a manner designed to ensure that all Recyclable Materials and Organic Waste collected are diverted from the landfill in accordance with AB 939, AB 1826, AB 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law. Commercial Contractors must ensure that the Recyclable Materials and Organic Waste collected are not disposed of in a landfill, except for residue resulting from processing. Exclusive Franchise Contractor will notify Commercial Service Recipients of the requirements to comply with the laws. Exclusive Franchise Contractor must provide the necessary volume of Collection Service to Commercial Service Units in order to be in full compliance with the law.

(d) Limited Franchise Collection Service. Temporary Bin and Drop Box service shall be provided by a Limited Franchise. Limited Franchise Contractor is entitled to place Bins and Drop Box containers and collect Solid Waste, Organic Waste, and Recyclable Materials on a temporary service basis, at the premises within the City from which such Solid Waste, Organic Waste, and Recyclable Materials originate. Commercial and industrial land clearing, Construction and Demolition projects with an active City building or grading permit, and residential or commercial short-term construction, vegetation clearing, tree removal, event and cleanup projects would be typical types of such temporary service. Construction and Demolition projects with an active City building and/or grading permit may be serviced continually until construction activities have been completed and/or a certificate of occupancy has been issued by the City. Other temporary service shall be provided for a maximum of thirty (30) consecutive days per calendar year per account location. All concrete, asphalt, construction materials, dirt, Green Waste, Wood Waste, and other Organic and Recyclable Materials shall be diverted to the

maximum extent possible in accordance with AB 939, AB 1826, AB 1594, SB 1383, and any subsequent or other Applicable Law.

(e) **Commercial Recycling Permit Collection Service.** Subject to Permit conditions, Commercial Recycling Permittee may collect and process source-separated Organic Waste and Recyclable Materials that are generated at Commercial Premises within the City. Collection shall occur between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, subject to review by the City Manager or designee. Permittee must ensure that all Organic Waste and Recyclable Materials collected are diverted from the landfill in compliance with AB 939, AB 341, AB 1826, AB 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law. Permittee must ensure that all Organic Waste and/or Recyclable Materials collected are not disposed of in a landfill, except for any non-recyclable residue resulting from processing.

(f) **Special collection provisions.** Special collection provisions shall be as follows:

(1) Unless otherwise agreed to, the Contractor shall not be required to collect material in excess of the ninety-six (96) gallon weekly limit for residential premises, medical or infectious waste, liquid waste, hot ashes, dead animals, abandoned vehicles, explosive substances, radioactive materials, or any material defined by Federal, State or local law as hazardous waste.

When materials referred to in this subsection are not collected, Contractor shall place a tag on the Collection Container which shall state the reason for refusal to collect such materials, giving references to the Code or to the section of rules and regulations which has been violated and which gives grounds for refusal.

Contractor shall keep a record listing the address of the waste identified in this subsection, and this record shall be given to the City Manager or designee as part of the quarterly report.

(2) **Animal waste.** Animal waste shall not be placed in containers for regular collection and disposal, but shall be removed by separate agreement, at the Service Recipient's expense, in accordance with all Federal, State and local laws and regulations.

(g) **Cleanup of illegal dumping.** Each Contractor holding an Exclusive Franchise shall respond to all calls from the City Manager or designee regarding spilled or illegally dumped waste, including bulky materials, during regular work hours and, in emergencies, at night, and on weekends in accordance with the terms of the Exclusive Franchise Agreement. Contractor shall collect and deliver such waste to the appropriate disposal or processing site. In such cases,

Contractor may seek reimbursement from the City as determined by the Exclusive Franchise Agreement.

(h) Collection/spillage. Contractor and/or Permittee shall exercise all reasonable care and diligence in collecting Solid Waste, Organic Waste, and Recyclable Materials to prevent spilling, scattering or dropping such waste and materials and shall immediately, at the time of occurrence, cleanup any spillage whether or not Contractor or Permittee has caused the litter. Contractor shall discuss instances of repeated spillage not caused by the Contractor directly with the responsible Service Recipient and will report such instances to the City Manager or designee. The City Manager or designee will attempt to rectify such situations with the Service Recipient if Contractor has already attempted to do so without success.

(i) Supervision of Contractors by City. The City Manager or designee shall supervise the collection and disposal of Solid Waste and collection and processing of Organic Waste and Recyclable Materials by Contractor as follows:

(1) The City Manager or designee, within the terms and conditions of this Chapter or any agreement entered into pursuant to the provisions of this Chapter, may establish the days and hours within which collection services may occur and may change the same from time to time. When such days and hours are established or changed, Contractor shall give thirty (30) days written notice thereof to all affected residential and/or commercial and industrial Service Recipients.

(2) In all cases where the City Manager or designee shall find that practical difficulty exists in complying with the requirements of this Chapter as to the placement of Solid Waste for collection by the Contractor, the City Manager or designee shall designate where such Solid Waste shall be placed or kept for collection by the Contractor and the conditions under which shall be collected.

(3) The City Manager or designee, with City Council approval, shall make such rules, not inconsistent with the provisions of this Chapter or the agreements or permits between the City and Contractor, as may be necessary, reasonable and proper to affect the expedient, economical and efficient collection and disposal of Solid Waste and collection and processing of Organic Waste and Recyclable Materials by Contractor.

#### **Sec. 6-2.602. Collection Containers.**

(a) General. As directed by the City Manager or designee, Contractor shall provide Residential and Commercial Service Recipients Collection Containers of sufficient number and capacity for the collection, removal and disposal of Solid Waste, Organic Waste, and Recyclable Materials. Collection Containers shall be

water-tight, constructed of a material of suitable strength and durability, shall be tight-seamed, shall incorporate appropriate labelling and use of recycled content to the maximum extent possible, and shall comply with the requirements of AB 939, AB 341, AB 1826, AB 1594, SB 1016, SB 1383, and any other applicable law.

(b) **Commercial Collection Containers.** Contractor shall provide Collection Containers to occupants of Commercial Premises which are metal-lined, leak-proof and of sufficient strength to prevent the container from being broken under ordinary conditions of use and possess a fly-tight lid (Bins and Carts only). Collection Containers shall be constructed of noncombustible material and provided with a noncombustible metal or plastic lid and approved by the Fire Department or its representative as providing adequate protection against fire hazard. At request of the Service Recipient, Contractor shall provide a container locking mechanism at rates established by the City Council.

(c) **Bins, Collection Containers, or Drop Boxes** placed on private property shall not require a City Encroachment Permit as described in the City's Municipal Code. Bins, Collection Containers, or Drop Boxes placed in the public right-of-way shall require an Encroachment Permit and be restricted to the following:

- (1) Bin/Drop box may only be placed where vehicles can legally park.
- (2) Placement is restricted to any location on the street right-of-way that has a slope less than seven (7%) percent.
- (3) Bin/Drop box shall be identified by Contractor's name and phone number on at least two (2) sides. Identification shall be visible from the street in letters a minimum of two (2") inches in height.
- (4) Bin/Drop box shall be adequately reflectorized with a minimum of ten square inches of plastic or reflective sheeting on each corner at a height between fifteen (15") and sixty (60") inches from the ground.
- (5) Bin/Drop box shall only be placed at locations permissible by this Chapter and with approval of the Service Recipient requesting said service.
- (6) Bin/Drop box shall be left in residential areas no more than thirty (30) consecutive days per calendar year at a single location unless a time extension is granted by City Manager or designee, or unless Bin is for the purpose of a Construction and Demolition project with an active City building and/or grading permit in which case Bin may be left until construction activities have been completed and/or a certificate of occupancy has been issued by the City.

(d) **Maintenance.** Contractor shall maintain all Collection Containers on a regular basis so as to be functional and present a clean appearance. Within

twenty-four (24) hours of being notified of the existence of graffiti, Contractor shall arrange for removal, weekends and Holidays excepted. Subject to special fees as established by the City Council, Contractor may charge Service Recipient for the removal of graffiti from Collection Containers. The fee for this service shall bear a reasonable relationship to the actual cost of removing the graffiti and shall not exceed the fees established by the City Council.

(e) Commercial Container replacement. Exclusive Franchise Contractor shall repair or replace, at no additional cost to Service Recipient, damaged Commercial Collection Containers, and/or rubbish collection enclosures including gates which are damaged as a result of service provided by Contractor for regular Solid Waste service. Exclusive Franchise Contractor shall remove and/or replace within forty-eight (48) hours of written notice from the City Manager or designee, weekends and Holidays excepted, any Collection Container which has been determined to be unsatisfactory for service by the City Manager or designee. If such removal is not accomplished within forty-eight (48) hours of written notice, weekends and Holidays excepted, the Contractor further agrees the City Manager or designee may remove and dispose of said Collection Container and the cost of same shall be reimbursed to the City by the Contractor, less any salvage value received.

(f) Signage. All Collection Containers shall be labeled with adequate signage describing acceptable materials and the unacceptability of hazardous waste and contaminants (in the case of Recycling and Organics Collection Containers). Container size, color, design and construction content shall be approved by the City Manager or designee and shall comply with the requirements of AB 341, SB 1383, and any other Applicable Law.

**Sec. 6-2.603. Processing, disposal and transfer.**

(a) Organic Waste and Recyclable Materials processing. Contractor shall process, broker, or deliver Organic Waste and/or Recyclable Materials to a legally permitted processing facility, at Contractor's expense, and in a manner satisfactory to the City and in accordance with all Federal, State, and local laws and regulations. Contractor shall not dispose of any material collected from residential, commercial, or industrial Service Recipients in a landfill which it has agreed to recycle or compost, without advance written notice to and approval from the City Manager or designee.

(b) Disposal. Contractor shall arrange for and dispose of collected Solid Waste at a City-approved disposal site in a manner satisfactory to the City and in accordance with all Federal, State and local laws and regulations at the contractor's expense. The City shall not be liable for the disposal of the collected waste.

(c) Burning, burial or dumping. Except as otherwise expressly allowed by this Chapter, it is unlawful for any person to burn, incinerate, bury or dump Solid

Waste or Recyclable Materials within the City at any time, or to burn, incinerate, or dump Organic Waste within the City.

- (d) **Transfer.** Nothing in this Chapter shall be construed to prevent the transfer of Solid Waste, Organic Waste, or Recyclable Materials within the City limits from collection to transfer vehicles, provided such operation shall not be conducted in the public right-of-way or in violation of any federal, state or local law or regulation.

**Sec. 6-2.604. Contractor's properties, facilities and equipment.**

(a) **General.** The following general requirements shall be met by the Contractor:

(1) Contractor shall maintain all of its properties, facilities, and equipment used in providing service under this Chapter in a safe, neat, clean and operable condition at all times. Facilities and office equipment shall be appropriate for effective and timely data management and efficient service operation.

(2) All solid waste collection operations shall be conducted as quietly as possible and shall not exceed seventy-five (75) decibels at a distance of twenty-five (25') feet from the vehicle, measured at an elevation of five (5') feet above the ground level and shall conform to applicable Federal, State, and local regulations.

(b) **Specifications and restrictions on collection vehicles.** Contractor shall have available on collection days sufficient back-up vehicles for each type of collection vehicle used (i.e., rear-end load, side load, front-end load, or roll-off) to respond to service complaints and emergencies.

The following requirements and restrictions shall apply to collection vehicles:

(1) The transportation of all Solid Waste, Organic Waste, and Recyclable Materials shall be in a leak-proof and fly-proof Collection Container or in leak-proof vehicle bodies or compartments fitted with sliding or hinged covers which shall be kept closed at all times, except one cover at a time may be open during loading.

(2) All loaded Drop Boxes shall have a minimum covering of a clean tarpaulin which shall be securely placed over the entire load and tied down during transportation.

(3) All trucks or vehicles used for service in the City shall be painted the colors as approved by the City Manager or designee. Contractor's name, telephone number and unique vehicle identification number shall be located

in two (2) places on each collection vehicle and shall be a minimum of four (4") inches in height and in a contrasting color with the background to highlight the information to the public, unless other identification methods are approved by City Manager or designee.

(4) Each vehicle to be used within the City shall be inspected annually or at will, as designated by the City Manager or designee, and shall conform to all provisions of the California Vehicle Code, City of Thousand Oaks Municipal Code and be in satisfactory mechanical and presentable condition free of noxious odors. Contractor shall keep on record and have available for City review, evidence of vehicle inspections conducted. The City Manager or designee's decision as to the serviceability of each vehicle shall be final.

(5) All vehicles used for transporting Solid Waste, Organic Waste, and Recyclable Materials shall not exceed the allowable legal load limits.

(6) All vehicles used for collecting or transporting Solid Waste, Organic Waste, and Recyclable Materials shall be equipped with an audible warning device that is activated when the vehicle is backing up.

(7) The City Manager or designee shall require the Contractor to remove from service or repair those vehicles that do not comply with these specifications.

(c) Use of vehicles. The following shall apply to the use of vehicles for Solid Waste, Organic Waste, and Recyclable Materials collection:

(1) No person shall leave trucks loaded with Solid Waste, Organic Waste, and Recyclable Materials parked for more than a twenty-four (24) hour period on the City streets.

(2) Each vehicle of the Contractor shall at all times have in the cab the registration of the truck, a five (5) pound fire extinguisher certified by the California State Fire Marshal, a certificate of insurance card and an identification card with the name of whom to contact in case of an accident. Each vehicle shall also be equipped with two-way radio unless an exception is made in writing by the City Manager or designee.

(3) Contractor shall inspect each vehicle daily to ensure all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and do operate properly. The City Manager or designee's decision as to the serviceability of each vehicle shall be final.

(4) Contractor shall perform all maintenance functions in accordance with the manufacturer's specifications and schedule.

(5) Contractor shall keep accurate records of all vehicle maintenance, according to date and mileage, and shall make such records available to the City Manager or designee upon request.

(6) Contractor shall furnish the City Manager or designee a written inventory of all vehicles, including collection vehicles, used in providing service, and shall update the inventory annually.

(7) If required by State law, California Highway Patrol inspection reports shall be provided for each collection vehicle on an annual basis and shall be submitted with the annual report.

(8) Contractor shall clean all vehicles inside and out at least once each week when in use or when necessary at the discretion of the City Manager or designee.

**Sec. 6-2.605. Contractor's employees.**

Contractor shall employ only competent, qualified, sober and drug-free personnel who can effectively communicate and serve the public in a courteous, professional, helpful, and impartial manner.

(a) Nondiscrimination. Contractor shall hire and promote with equal opportunity to all without regard to sex, sexual orientation, age, race, color, religious creed, national origin, ancestry, political affiliation, marital status, disability, or other non-merit factors.

Contractor shall operate in accordance with the Immigration Reform Act of 1986 and verify that once an employment offer has been made, that each employee has written proof of his/her right to work in the United States. A copy of the employee's State of California driver license and social security card must be submitted to the Contractor prior to employment and shall be kept on file for the duration of the person's employment and for two (2) years thereafter.

(b) Americans with Disabilities Act. Contractor shall comply with all provisions of Title 24 of Americans with Disabilities Act (ADA) prohibiting employment discrimination against qualified individuals with disabilities.

(c) Licenses. Any employee driving Contractor's vehicles shall, at all times, have in his or her possession a valid and legally appropriate vehicle operator's license issued by the State of California.

(d) Training. Contractor shall comply with all Federal, State and local regulations relating to the training and the documentation of training of personnel who operate vehicles or other equipment. Contractor shall train its collection employees to identify, and not to collect hazardous waste or infectious waste.

(e) Uniforms. Contractor holding an Exclusive Franchise shall require each employee to wear clean uniforms when engaged in Solid Waste, Organic Waste, and Recyclable Materials collection service on public streets, which shall include employee's name and Contractor's name. Contractor shall be responsible for maintaining uniforms in a clean, neat and well-mended appearance.

(f) Supervision. Contractor shall designate at least one qualified employee as supervisor of field operations within the City. The field supervisor will conduct regular field investigation of collection operations, including responding to complaints. Contractor shall also provide an alternate contact when the field supervisor is absent.

(g) Identification. Contractor shall provide collection employees with company identification materials which shall be available to the public upon request. The City may, at its option, require fingerprinting of the Contractor's employees whose service will cause them to enter onto or work in close proximity to private property.

(h) Gratuities. Contractor's employees may not accept gratuities of any kind.

**Sec. 6-2.606. Inquiries, complaints and complaint reimbursement.**

(a) Office location. Exclusive Franchise Contractor shall provide an office in such a reasonable location as approved by the City Manager or designee.

(b) Telephone service. Exclusive Franchise Contractor shall maintain a toll-free telephone service for the entire City. A twenty-four (24) hour emergency number shall be made available to City Manager or designee.

(c) Prompt response. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Service Recipients complaints. Contractor shall respond to all complaints from Service Recipients within twenty-four (24) hours, weekends and Holidays excluded.

(d) Complaint log. Contractor shall maintain a log of all complaints received in a format approved by the City Manager or designee. The log shall include, but is not limited to, the date, time, address of premises, description of complaint and method of resolution. Contractor shall submit a quarterly summary of such log to the City Manager or designee in a City-approved format.

(e) Complaint reimbursement. Contractor shall reimburse the City for all labor and materials expended by the City if the City is required to assist in resolving

complaints from Service Recipients concerning Contractor service. In such cases, the City shall invoice Contractor for such costs, indicating the name and address of the Service Recipient, nature of complaint, amount of time spent, hourly rates for employees involved, and materials required to resolve the complaint.

**Sec. 6-2.607. Maintenance and inspection of records.**

(a) Contractor shall keep and preserve during the term of the Franchise or Permit, full, complete and accurate records which shall be subject to review and reproduction by the City Manager or designee.

(b) Contractor shall make available to the City Manager or designee for examination the records maintained pursuant to this section as may be necessary to assist the City in meeting its obligations under AB 939 and any subsequent applicable laws.

(c) The City Manager or designee shall have the right to audit, inspect or review the specific documents or records required pursuant to this Chapter, or any other similar records or reports of Contractor which it shall deem, at its sole discretion, necessary to evaluate annual reports, rate review applications, and contractor's performance review.

**Sec. 6-2.608. Hazardous waste notification.**

Contractor shall be responsible to carry out its duties imposed by law, agreement and/or permit, to notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and local emergency response providers, and, if appropriate, the National Response Center, of reportable quantities of hazardous waste, found or observed by Contractor's officer's agents or employees anywhere within the City, including, but not limited to, on, in, under or about City property, and other publicly and privately owned properties. Contractor will also immediately notify the City Manager or designee of each incident or occurrence and under or pursuant to any Federal, State, or local laws to protect, hold harmless and indemnify the City and their respective appointed and elected officers, employees, volunteers, and agents.

**Sec. 6-2.609. Privacy.**

(a) Contractor shall strictly observe and protect the rights of privacy of Service Recipient. Information identifying individual Service Recipients, or the composition or contents of a Service Recipient's refuse or recyclables materials container shall not be revealed to any person, governmental or private agency or company, unless upon the authority of a court of law, by statute, or upon written authorization of the Service Recipient. This provision shall not be construed to preclude Contractor from providing such data to City for compliance monitoring or tracking purposes, waste data analysis, service transition, or from preparing, participating in, or

assisting in the preparation of waste characterization studies, waste stream analyses or other reporting which may be required by State law or as otherwise requested by the City Manager or designee.

(b) Contractor shall not market or distribute lists containing any or all the following information: name, address, telephone number, or email addresses of Service Recipients.

(c) The rights accorded Service Recipients pursuant to this Chapter shall be in addition to any other privacy rights accorded Service Recipients pursuant to Federal, State or local law.

**Sec. 6-2.610. Pavement damage.**

Contractor and Permittee shall be liable for any pavement damage to the City's driving surfaces beyond normal wear, whether or not paved, resulting from the weight, leakage or spillage of oils, fluids or solids by vehicles providing collection and transportation services under an agreement or permit. All collection vehicles shall be of legal weight when fully loaded.

**PART 2**  
Effective Date

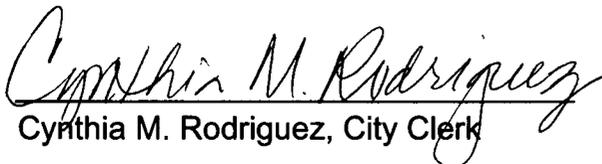
This ordinance shall take effect on the thirty-first (31<sup>st</sup>) day following its final passage and adoption.

PASSED AND ADOPTED this 28th day of January, 2020.



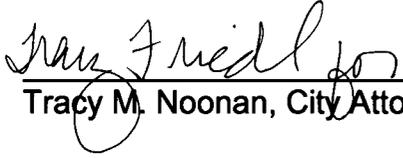
Al Adam, Mayor  
City of Thousand Oaks, California

ATTEST:



Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tracy M. Noonan, City Attorney

APPROVED AS TO ADMINISTRATION:

  
\_\_\_\_\_  
Andrew P. Powers, City Manager

DPW:810-80/Council/2020/Jan14/Ordinance/TOMCSolidWasteOrdinanceAmendmentFinal

CERTIFICATION

STATE OF CALIFORNIA     )  
COUNTY OF VENTURA    )   SS.  
CITY OF THOUSAND OAKS )

I, CYNTHIA M. RODRIGUEZ, City Clerk of the City of Thousand Oaks, DO HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Ordinance No. 1677-NS that was introduced by said City Council at a regular meeting held January 14, 2020 and adopted by said City Council at a regular meeting held January 28, 2020 by the following vote:

AYES: Councilmembers Engler, Jones, McCoy, Bill-de la Peña, and Mayor Adam

NOES: None

ABSENT: None

I further certify that a summary of said Ordinance No. 1677-NS was published as required by law in the VENTURA COUNTY STAR, a newspaper of general circulation printed and published in said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Thousand Oaks, California.

  
\_\_\_\_\_  
Cynthia M. Rodriguez, City Clerk  
City of Thousand Oaks, California

January 29, 2020  
Date Attested