ORDINANCE NO. 1688-NS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF THOUSAND OAKS AMENDING THE THOUSAND OAKS MUNICIPAL CODE REPEALING IN ITS ENTIRETY TITLE 6, CHAPTER 2 AND ADDING TITLE 6, CHAPTER 2 ADOPTING REGULATIONS FOR SOLID WASTE, ORGANIC WASTE AND RECYCLABLE MATERIALS COLLECTION PROCESSING AND DISPOSAL, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA IN CONNECTION THERewith

WHEREAS, the California Waste Management Act of 1989, Assembly Bill 939 (AB 939), requires each local jurisdiction in the state to divert 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 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 that generate two cubic yards or more of waste as of September 2020; 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”) sets targets of a 50 percent reduction in disposal of organic waste from the 2014 levels by 2020 and 75 percent reduction by 2025, and requires jurisdictions to implement Edible Food Recovery Programs designed to recover edible food that is currently landfilld by 20 percent by 2025, and regulations take effect January 1, 2022; 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

WHEREAS, AB 827 (2019) (hereinafter, “AB 827”) requires businesses subject to AB 341 and/or AB 1826 to provide customers access to a recycling bin and/or organics recycling bin to collect materials purchased on premises as of July 1, 2020; and

ORD. NO. 1688-NS
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 repealed and replaced to read as follows:

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


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 or Bin 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, firm, company or corporation 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).

“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 four 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.

“AB 827” means State of California Assembly Bill No. 827 approved October 2, 2019. AB 827 provides that as of July 1, 2020, businesses subject to AB 341 and/or AB 1826 are required to provide customers access to a recycling bin and/or organics recycling bin to collect materials purchased on premises.

“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.

“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.
“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.

“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.

“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.

“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.

“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.

“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.

“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.

“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.

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
“CalRecycle” means the California Department of Resources Recycling and Recovery, or any successor agency that regulates solid waste management.

“Cart” means a heavy plastic receptacle with a rated capacity of at least 20 and not more than 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, MFD, or residential premises in connection with Exclusive Franchise Collection Services.


“City” means the City of Thousand Oaks.

“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.

"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.

"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.


“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.

“Collection Container” means a Bin, Cart, 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.


“Combined Solid Waste” means putrescible and non-putrescible material placed in a single Collection Container.
“Commercial Business” or “Business” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, Multi-Family dwelling with centralized bin service (MFD-C), Mixed-use Dwelling Unit complex, or as otherwise defined in 14 CCR Section 18982(a)(6).

“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.

“Commercial Edible Food Generator” means a Tier 1 or Tier 2 Commercial Edible Food Generator as defined in 14 CCR Sections 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

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

“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.

“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 dwellings with centralized bin service (MFD-C) 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.

“Commercial Service Unit” means all retail, professional, wholesale, industrial facilities, Multi-Family dwellings with centralized bin service (MFD-C), and Mixed-use Dwelling Unit complexes, and other commercial enterprises offering goods or services to the public that utilize a Collection Container, Bin, Cart, compactor, or Roll-Off Container for the accumulation and set-out of Commercial Solid Waste, Organic Waste, and Recyclable Materials.

“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.
“Compliance Review” means a review of records by the City to determine compliance with this ordinance.

“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.

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

“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.

“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.

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

“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.

“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.

“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.

“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.

“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.

“Diversion” or “Divert” means the reduction or elimination of Solid Waste from Solid Waste Disposal in accordance with California Public Resources Code 41024.
“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). Edible Food is not Solid Waste if it is recovered and not discarded.

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

“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.

“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.

“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.

“Enforcement Action” means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies available under the law.

“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.

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

“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.

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

“Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other
entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;

(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons with no petroleum plastic, wax, or bio-plastic coating, liner, or laminate.

“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.

“Generator” means a person or entity that is responsible for the creation of Solid Waste and/or Edible Food.

“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.

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

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

“Holiday” means a day of the year designated by Contractor on which waste Collection Service will be delayed one day, excluding Sunday.
“Home Composting” means the on-site Composting of Organic Waste at the Residential Premises at which the waste is generated.

“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.

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

“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.

“Large Event” means an event, including, but not limited to, a sporting event, a flea market or a festival, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event, or as defined in Section 42648 (b) of the Public Resources Code.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation, or as defined in Section 42648 (c) of the Public Resources Code.

“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.

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

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

“Materials Recovery and Processing Facility (MRF)” means a facility to which commingled Recyclable Materials are brought for separation into marketable Recyclables.
“Medical Waste” means those materials defined in the most current version of the State of California Health and Safety Code.

“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 for the accumulation and collection of Solid Waste.

“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, with one of the following collection services provided:

(1) **Multi-Family Dwelling – Centralized (MFD-C) Collection Service.**
MFD-C Solid Waste Collection Service that is centralized for the MFD complex using shared Collection Containers and includes Garbage, Recyclable Materials, and Organics collection service, as well as Large Item collection service.

(2) **Multi-Family Dwelling – Individual (MFD-I) Collection Service.**
MFD-I Solid Waste Collection Service where individual units within the MFD complex utilize individual carts and includes Garbage, Recyclable Materials, and Organics collection service, as well as Large Item collection service.

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

“Organic Waste” means Solid Waste containing material originated from living organisms and their metabolic waste products, including but not limited to Food Waste, Green Waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with Food Waste.

“Organic Waste Generator” means a person or entity that is responsible for the creation of Organic Waste.


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

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

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

“Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Recycling Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Recycling Container; (ii) discarded materials placed in the Organics Container that are not identified as acceptable Source Separated Organic Waste for the City’s Organics Container; (iii) discarded materials placed in the Solid Waste Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Wastes to be placed in City’s Organics Container and/or Recycling Container; and, (iv) Excluded Waste placed in any container.

“Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

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

“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.

“Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to see or detect the contents of Recycling Containers, Organics Containers, and Solid Waste Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

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

“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.

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

“Roll-Off” means a portable metal Collection Container with a capacity of 10 or more cubic yards and normally supported on casters and loaded onto specialized collection trucks.
“Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

“SB 1383” means State of California Senate Bill 1383, which establishes targets of a 50 percent reduction in disposal of Organic Materials from the 2014 levels by 2020 and 75 percent reduction by 2025.

“Self-Hauler” means a person who hauls Solid Waste, Organic Waste or Recyclable Material he or she has generated to another person or waste facility. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste or Recyclable Material to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

“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.

“Service Recipient” means an individual or company receiving Residential Collection Service or Commercial Collection Service from an Exclusive Franchisee, or Limited Franchisee, or a Commercial Recycling Permit holder.

“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.

“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.

“Source separated” means the segregation or separation, by the waste generator, of materials into different containers for the purpose of additional sorting or processing those materials for recycling, recovery, or reuse in order to return them to economic markets.

“Subscription” means an arrangement or agreement between a waste generator and a Contractor for Collection Service of Solid Waste, Organic Waste, and Recyclable Materials.
“Term” means the time period or duration of an Exclusive Franchise or Limited Franchise or Permit.

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

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

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

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

“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.
“Transformation Facility” means one that incinerates, pyrolyzes, distills, gasifies, or biologically converts waste materials other than composted waste materials.

“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.

“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.

“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.

“Waste Enclosure” means a walled structure for the storage of Solid Waste, Recyclable Materials and Organic Material Collection Containers, with one or more gates for access and egress and a covered roof.

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

“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. The receipt of services is voluntary and not required of any property within City, and any owner or Service Recipient of property within City has the opportunity to avoid the services available under this Agreement either through self-hauling or use of property in such a manner that Solid Waste is not generated. However, all residents and businesses must manage their Organic Waste and Recyclable Materials in a manner consistent with State Law. The use of public waste containers for disposal of Solid Waste generated at residential or commercial premises is prohibited.

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 Organic Waste 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 six (6) months in duration unless approved by the City Council.

Sec. 6-2.304. 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. 6-2.305. 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. A Commercial Recycling Permit application shall be completed by a Permit applicant and approved by the City prior to offering service in the City. The issuance of a Commercial Recycling Permit pursuant to this Chapter shall only be effective when approved by the City Manager or
designee. 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. 6-2.306. 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. Any such assignment made without the consent of the City 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 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 must be approved by the City Council.

Sec. 6-2.307. 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.

Unless otherwise specifically stated in the Franchise Agreement, non-compliance shall be handled as follows:

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 30 days. If the City Manager or designee finds that, for health and safety reasons, compliance cannot be delayed for 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 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 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. 6-2.308. 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. Service rates shall be adjusted annually in accordance with the procedures described in the Exclusive 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 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 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 number of Garbage Collection Containers that can be placed for weekly residential collection by an Exclusive Franchise Contractor is two carts, each with a capacity of no more than 96 gallons, excluding source-separated Recyclable Materials and Organic Waste. 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. The combined weight of a Residential Collection Container and its contents shall not exceed the maximum weight limit of the Collection Container. Container lids must be kept closed at all times except during the loading and unloading process.

(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. Container 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 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 Waste
Enclosure Guidelines 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
causethed 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 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 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 Materials for collection by Franchise or Permittee for recycling, and shall not dispose of such materials as Solid Waste, in accordance with AB 341. 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 Materials, but shall verify compliance with AB 341 annually by completing and submitting a City-provided compliance certification form.

Sec. 6-2.507. Collection and Recycling of Commercial Organic Materials

Commercial Service Recipients that generate two (2) cubic yards or more per week of Solid Waste, Recyclable, and Organic Materials in aggregate, shall separate Organic Materials for collection by Franchise or Permittee for recycling, and shall not dispose of such materials as Solid Waste, in accordance with AB 1826 and SB 1383. Commercial Service Recipients who do not subscribe to Commercial Organics Recycling Service with a Commercial Franchise or Permittee may utilize alternate methods for processing and diverting from landfill disposal their Organic Materials, but shall verify compliance with AB 1826 and SB 1383 annually by completing and submitting a City-provided compliance certification form.

Sec. 6-2.508. 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, except for Holidays, 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, except for Holidays, 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, 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 Roll-off 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. Land clearing, Construction and Demolition projects, 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 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 341, 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, 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 weekly limit of two 96-gallon carts of Garbage 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 subsection (f)(1) above 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 subsection (f)(1), and this record shall be submitted to the City Manager or designee as part of the annual report.

(2) Animal waste. Animal waste, with the exception of domestic pet waste, shall not be placed in containers for regular collection and disposal, but shall be removed by special arrangement with the Franchise hauler at the Service Recipient’s expense, in accordance with all Federal, State and local laws and regulations. For purposes of this section, horses, non-domesticated animals, and livestock are not considered pets.

(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 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 constructed of metal or heavy plastic, watertight 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) constructed of metal or heavy plastic, so as to minimize the intrusion of rainwater and minimize odor. 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) Collection Containers placed on private property shall not require a City Encroachment Permit as described in the City’s Municipal Code. Collection Containers placed in the public right-of-way shall require an Encroachment Permit and be restricted to the following:

(1) Collection Containers 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) Collection Containers 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) Collection Containers shall be adequately reflectorized with a minimum of ten square inches of plastic or reflective sheeting on each corner at a height between 15" and 60 inches from the ground.

(5) Collection Containers shall only be placed at locations permissible by this Chapter and with approval of the Service Recipient requesting said service.

(6) Collection Containers shall be left in residential areas no more than 30 consecutive days per calendar year at a single location unless a time extension is granted by City Manager or designee, or unless it is for the purpose of a Construction and Demolition project with an active City building and/or grading permit in which case it 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 five (5) work days of being notified of the existence of graffiti, Contractor shall arrange for removal, weekends and Holidays excepted.

(e) Commercial Container replacement. Exclusive Franchise Contractor shall repair or replace, at no additional cost to Service Recipient, damaged Commercial Collection Containers, and/or Waste 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 five (5) work days 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, at no cost to the Service Recipient. If such removal is not accomplished within five (5) work days 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) Burial or dumping. Except as otherwise expressly allowed by this Chapter, it is unlawful for any person to bury or dump Solid Waste or Recyclable Materials within the City at any time, 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 75 decibels at a distance of 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 Roll-Off containers 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 on each side and the rear of 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 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 that is placed in Solid Waste Collection Containers.

(e) Uniforms. Contractor holding an Exclusive Franchise shall require each employee to wear clean uniforms bearing the Contractor’s name when engaged in collection service on public streets. Contractor’s employees who normally come into direct contact with the public, including drivers, must bear some means of individual photographic identification such as a name tag or identification card. 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 a local office within Ventura County, or 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 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 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, AB 1826, SB 1383, 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 abandoned 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. Damage by Contractor or Permittee.

If Contractor’s employees or subcontractors cause any injury, damage or loss to City property, including but not limited to City streets or curbs, excluding normal wear and tear, Contractor shall be liable and must reimburse City for City’s cost of repairing or replacing such injury, damage or loss. Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such injury, damage or loss. With the prior written approval of City, Contractor may repair the damage at Contractor’s sole cost and expense. Any injury, damage or loss to private property caused by the negligent or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at Contractor’s sole expense. Disputes between Contractor and its Service Recipients or private property owners as to damage to private property are civil matters and complaints of damage will be referred to Contractor as a matter within its sole responsibility.
Article 7. Waste Enclosure Requirements

Sec. 6-2.701. Commercial, Multi-Family (MFD-C), and Mixed-Use Dwelling Enclosures.

All Solid Waste, Recyclable Materials, and Organics Materials Collection Containers serving Commercial, Mixed-Use Dwelling, and Multi-Family (MFD-C) locations that utilize a centralized collection service are provided by the Exclusive Franchise Contractor, and must be screened and stored in a Waste Enclosure at all times except when serviced by the Contractor. Waste Enclosures must be consistent with the City’s Waste Enclosure Design Guidelines and comply with the following requirements:

a) The Waste Enclosure design and finish must be architecturally similar to the building it serves and its location approved by the City. Outdoor Waste Enclosures shall be covered with a roof and the style and composition of the roof shall be determined by the City.

b) The design of the enclosure must be large enough to accommodate Collection Containers for source-separated Solid Waste, Organic Waste, and Recyclable Materials. The minimum interior dimensions of the three-bin enclosure shall be a minimum of eight (8) feet deep, 20 feet wide when viewed from the front, and nine (9) feet high at the lowest point inside the structure.

c) Gates providing access and egress for employees shall be equipped with self-closing hinges.

d) Two (or more) “Recycle” signs and two (or more) “Compostables” signs shall be purchased from the City of Thousand Oaks Public Works Department at a cost stipulated in the current City User Fees Manual, and shall be posted in conspicuous places on the enclosure (as per Ordinance No 1677-NS). At least one “Recycle” sign and one “Compostables” sign shall be posted on the access/egress gates at or above waist level, and one “Recycle” sign and one “Compostables” sign shall be posted on the back wall at or slightly below “eye level.”

e) Compactor units that are self-contained and watertight are not required to be placed inside Waste Enclosures provided that the surrounding area is kept clear of litter and debris.

Sec. 6-2.702. Location Requirements for Outdoor Waste Enclosures.

a) Whenever practical, Waste Enclosures shall not be visible from a public street or right-of-way. In those instances when it is not possible to locate the Waste Enclosure at the back of the parcel and/or behind the main structure, the enclosure shall be situated in such a manner that the gates
shall not be readily visible from a public street or right-of-way.

b) If conditions are such that the Waste Enclosure must be built where it will be visible from the street, the architectural design and décor must be the same as the structure it serves.

c) Adequate back-up distance shall be provided for the Contractor’s service vehicles. The required distance varies depending on circumstances, so developers are required to consult with Exclusive Franchise Hauler and obtain approval *prior to* submitting building plans to the City.

In relation to the building served:

d) Resident access to Waste Enclosures serving MFD-C or MXD developments via walk-up shall be located no further than 150 feet from the front door of the furthest residential unit served as measured along the accessible path of travel. Waste Enclosures serving all other commercial buildings shall be located no further than 250 feet from the nearest point of the building served.

e) Haulers must have access to parking garages or locked gates without restriction or prior notification. The building occupants may bring out containers for collection, but they must meet timing and placement requirements under Sections 6-2.503 and 6-2.504 of this Ordinance.

f) The path between the building served and the enclosure will be used by those that empty the waste containers in the building. The path of travel shall be sufficiently accessible for the building occupants and users. If the enclosure must be handicapped accessible, an accessible route of travel from the building will be required, per California Building Code.

g) Collection Containers cannot be placed within five (5) feet of combustible walls, openings, or combustible roof eave lines unless the enclosure is protected by an approved automatic fire sprinkler system. This restriction does not apply to carts or cans. Containers cannot be placed under stairways unless the stairway is fire rated for one (1) hour or protected by automatic fire sprinklers.

**Sec. 6-2.703. Location Requirements for Parking Garages and Indoor Waste Enclosures:**

a) Overhead clearances must follow City Waste Enclosure design guidelines in order to be serviced by waste collection vehicles.
b) Resident access to Waste Enclosures serving MFD-C or MXD developments via chutes or walk-up shall be located no further than 150 feet from the front door of the furthest residential unit served as measured along the accessible path of travel. Waste Enclosures serving all other commercial buildings shall be located no further than 250 feet from the nearest point of the building served.

c) Haulers must have access to parking garages or locked gates without restriction or prior notification. The building occupants may bring out containers for collection, but they must meet timing and placement requirements under Sections 6-2.503 and 6-2.504 of this Ordinance.

d) For indoor locations where organics bins are located and contain food waste, the trash/recycling area requires the following additional features for sanitation:

1) Fully enclosed room (including ceiling) within the parking garage/building

2) Walls and floor constructed with a smooth finish that can be easily cleaned

3) Mechanical ventilation, or with screened vent openings to the outdoors

4) Floor drain with proper drainage slope that connects to the sanitary sewer

5) Spigot with hose for cleaning

e) An indoor trash/recycling area that serves any of the following occupancies will require the additional features listed in d) above:

1) Caterer or food production facility

2) Coffee shop or restaurant

3) Day care, preschool, and/or K-12 school

4) Grocery store or market with perishable items

5) Homeless shelter

6) Residential

7) Nursing care facility
8) Any facility with a commercial kitchen

9) Any similar facility that has the same potential for odor and/or nuisance

Article 8. Organic Waste Requirements

Sec. 6-2.801. Requirements for Single-Family and MFD-I Organic Waste Generators.

Single-Family and Multi-Family residents with individual cart service (MFD-I) who generate Organic Waste shall comply with the following requirements except generators who meet the Self-Hauler requirements in Section 6-2.808 of this ordinance:

(a) Shall subscribe to Organic Waste collection services for all Organic Waste generated as described below in Section (b). The City or its designee shall have the right to review the number and size of a generator’s containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, generators shall adjust their service level for their collection services as requested by the City or its designee. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(b) Shall participate in the City’s Organic Waste collection service program by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in Collection Containers.

(1) Generator shall place Source Separated Organic Waste, including Food Waste, in the Organics Container; Source Separated Recyclable Materials in the Recycling Container; and non-recyclable Solid Waste in the Garbage Container. Generator shall not place non-recyclable Solid Waste into the Organics or Recycling Containers.

Sec. 6-2.802. Requirements for Commercial Service Recipients.

Commercial Service Recipients, including Mixed-Use Dwellings (MXD) but excluding MFD-C service recipients, who are covered separately in 6-2.803, shall comply with the following requirements except generators that meet the Self-Hauler requirements in Section 6-2.808 of this ordinance:

(a) Subscribe to three-container collection services and comply with requirements of those services as described below in Section (b). The City
or its designee shall have the right to review the number and size of a generator’s containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Service Recipients shall adjust their service level for their collection services as needed or as requested by the City or its designee.

(b) Participate in the City’s Organic Waste collection service program by placing designated materials in designated containers as described below.

(1) A three-container collection service (Garbage, Recycle, Organics)

(A) Generator shall place Source Separated Organic Waste, including Food Waste, in the Organics Container; Source Separated Recyclable Materials in the Recycling Container; and non-recyclable Solid Waste in the Garbage Container. Generator shall not place non-recyclable Solid Waste into the Organics or Recycling Containers.

(c) Supply and allow access to adequate number, size and location of Collection Containers with sufficient labels or colors (conforming with SB 1383) for employees, contractors, tenants, and customers, consistent with City’s solid waste collection service or, if self-hauling, per the Self-Hauler requirements of Section 6-2.808.

(d) Businesses must provide containers for the collection of Source Separated Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business, in accordance with AB 827. Such containers do not need to be provided in restrooms. If a Business does not generate any of the materials that would be collected in one type of container, then the Business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

(1) A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements of SB 1383. A Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

(2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials
prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

(f) To the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the City’s solid waste collection service or, if self-hauling, per the Self-Hauler requirements of Section 6-2.808.

(g) Periodically, as directed by the City or its designee, inspect Recycling Containers, Organics Containers, and Garbage Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

(h) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Organic Waste and Source Separated Recyclable Materials.

(i) Provide education information before or within 14 days of occupation of the premises to new tenants that describes requirements to keep Source Separated Organic Waste and Source Separated Recyclable Materials separate from Solid Waste and the location of containers and the rules governing their use at each property.

(j) Provide or arrange access for City or its Contractor to their properties during all Inspections conducted in accordance with Section 6-2.809 of this ordinance to confirm compliance with the requirements of this ordinance.

(m) If a Commercial Service Recipient wants to self-haul, they shall meet the Self-Hauler requirements in Section 6-2.808 of this ordinance.

(n) Nothing in this Section prohibits a Commercial Service Recipient from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(o) Commercial Service Recipients that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 6-2.805.
Sec. 6.2.803. Requirements for Multi-Family Dwellings with Centralized Service (MFD-C)

Property owner in Multi-Family Residential Dwellings with centralized bin service (MFD-C) shall comply with the following requirements except generators that meet the Self-Hauler requirements in Section 6-2.808 of this ordinance:

(a) Subscribe to three-container collection services and comply with requirements of those services as described below in Section (b). The City or its designee shall have the right to review the number and size of a generator’s containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Service Recipients shall adjust their service level for their collection services as needed or as requested by the City or its designee.

(b) Tenants in MFD-C complexes shall participate in the City’s Organic Waste collection service program by placing designated materials in designated containers as described below.

(1) A three-container collection service (garbage, recycle, organics)

(A) Generator shall place Source Separated Organic Waste, including Food Waste, in the Organics Container; Source Separated Recyclable Materials in the Recycling Container; and non-recyclable Solid Waste in the Garbage Container. Generator shall not place non-recyclable Solid Waste into the Organics or Recycling Containers.

(c) To the extent practical through education, training, inspection, and/or other measures, property manager shall prohibit tenants from placing materials in a container not designated for those materials per the City’s solid waste collection service or, if self-hauling, per the Self-Hauler requirements of Section 6-2.808.

(d) Periodically, as directed by the City or its designee, property manager shall inspect Recycling Containers, Organics Containers, and Garbage Containers for contamination and inform tenants if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).

(e) Annually provide information to tenants about requirements of this ordinance and about proper sorting of Source Separated Organic Waste and Source Separated Recyclable Materials.

(f) Provide education information before or within 14 days of occupation of the premises to new tenants that describes requirements to keep Source Separated Organic Waste and Source Separated Recyclable Materials
separate from Solid Waste and the location of containers and the rules
governing their use at each property.

(g) Provide or arrange access for City or its Contractor to their properties during
all Inspections conducted in accordance with Section 6-2.809 of this
ordinance to confirm compliance with the requirements of this ordinance.

(h) If a MFD-C generator wants to self-haul, they shall meet the Self-Hauler
requirements in Section 6-2.808 of this ordinance.

(i) Nothing in this Section prohibits a generator from preventing or reducing
waste generation, managing Organic Waste on site, or using a Community
Composting site pursuant to 14 CCR Section 18984.9(c).

Sec. 6-2.804. Waivers for Generators.

(a) De Minimis Waivers. The City may waive a Commercial Service Recipient’s
obligation, including MFD-C and Mixed-Use Dwellings, to comply with some
or all of the Organic Waste requirements of this ordinance if the Commercial
Service Recipient provides documentation that the location generates
below a certain amount of Organic Waste material as described in SB 1383
and item (a)(2) below. Commercial Service Recipients requesting a de
minimis waiver shall:

(1) Submit a “Request for Waiver” application available from the City or
Contractor specifying the services that they are requesting a waiver
from and provide documentation as noted in item (a)(2) below.

(2) Provide documentation that either:

(A) The Commercial Service Recipient’s total Solid Waste
collection service is two cubic yards or more per week and
Organic Waste comprises less than 20 gallons per week of
the business’ total waste; or,

(B) The Commercial Service Recipient’s total Solid Waste
collection service is less than two cubic yards per week and
Organic Waste comprises less than 10 gallons per week of
the business’ total waste.

(3) Notify City if circumstances change such that Commercial Service
Recipient’s Organic Waste exceeds threshold required for waiver, in
which case waiver will be rescinded.

(4) Provide written verification of eligibility for de minimis waiver
annually, if City has approved de minimis waiver.
(b) **Physical Space Waivers.** The City may waive a Commercial Service Recipient’s or property owner’s obligations (including MFD-C and Mixed-Use Dwellings) to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, Contractor, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of this ordinance.

A Commercial Service Recipient or property owner may request a physical space waiver through the following process:

1. Submit a “Request for Waiver” application available from the City or Contractor specifying the type(s) of collection services for which they are requesting a compliance waiver.

2. Provide documentation that the premises lacks adequate space for Recyclable Materials Containers and/or Organics Containers including documentation from Contractor, licensed architect, or licensed engineer.

3. Provide written verification to City that it is still eligible for physical space waiver every year, if City has approved application for a physical space waiver.

(c) **Review and Approval of Waivers by the City**

The City’s Exclusive Franchise Agreement Administrator shall review and either approve or deny Waivers.

**Sec. 6-2.805. Requirements for Commercial Edible Food Generators.**

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(c) Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to Recover the maximum amount of Edible Food that would otherwise be disposed.
(2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

(3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

(4) Allow the City’s enforcement entity or designee to access the premises and review records pursuant to 14 CCR Section 18991.4.

(5) Keep, and submit to the City annually, records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

(C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(iii) The established frequency that food will be collected or self-hauled.

(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

(d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the
Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

Sec. 6-2.806. Requirements for Food Recovery Organizations and Services.

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain, and report to the City annually, the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

(c) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located
in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than January 31st.

Sec. 6-2.807. Requirements for Haulers and Facility Operators.

(a) Requirements for Haulers

Exclusive Franchise waste hauler providing Residential and/or Commercial Organic waste collection service shall follow all requirements stipulated in the Exclusive Franchise Agreement and this ordinance.

(b) Requirements for Facility Operators and Community Composting Operations located within the City

(1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

(2) Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

Sec. 6-2.808. Self-Hauler Requirements.

(a) Self-Haulers shall source separate all Organic Waste (materials that the City otherwise requires generators to separate for collection in the City’s organics recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2.

(b) Self-Haulers shall haul their Source Separated Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
(c) Self-Haulers that are Commercial, MFD-C or MXD Service Recipients shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be provided to City if requested and/or subject to Inspection by the City. The records shall include the following information:

(1) Delivery receipts and weight tickets from the entity accepting the waste.

(2) The amount of material in cubic yards or tons transported by the generator to each entity.

(3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler’s vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

(d) A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section 6-2.808(c).

Sec. 6-2.809. Inspections and Investigations by the City.

(a) City representatives and/or designee are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial, MFD-C, MXD, MFD-I and SFD Service Recipients, property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter a private residential property, or the non-public areas of a commercial property, for Inspection without consent or a warrant.

(b) Service Recipient shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City’s employee or its designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity’s premises; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
(c) Any records obtained by the City during its Inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

(d) City representatives, and its Designee are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.

(e) The City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

Sec. 6-2.810. Enforcement.

(a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by City. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City’s procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

(b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations.

(c) Responsible Entity for Enforcement

(1) Enforcement pursuant to this ordinance may be undertaken by the City Manager or their designated entity, legal counsel, or combination thereof.

(d) Process for Enforcement

(1) City Manager and/or their Designee, and/or Contractor, will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring). Section 6-2.809 establishes the City’s right to conduct Inspections and investigations.

(2) Contamination incidences will be dealt with as specified in the Exclusive Franchise Agreement.

(e) Penalty Amounts for Types of Violations
The penalty levels are as follows:

(1) For a first violation, the amount of the base penalty shall be $100 per violation.

(2) For a second violation, the amount of the base penalty shall be $200 per violation.

(3) For a third or subsequent violation, the amount of the base penalty shall be $500 per violation.

(f) Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

(1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

(2) Delays in obtaining discretionary permits or other government agency approvals; or,

(3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(g) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with the City’s procedures in the Thousand Oaks Municipal Code for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(h) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, The City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the
entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(i) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 17, as needed.

PART 2

Effective Date

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

PASSED AND ADOPTED this 16th day of November, 2021, by the following vote:

Ayes: Councilmembers Adam, Jones, McNamee, Engler, and Mayor Bill-de la Peña
Noes: None
Absent: None

Claudia Bill-de la Peña, Mayor
City of Thousand Oaks, CA

ATTEST/CERTIFY:

Cynthia M. Rodriguez, City Clerk

DATE ATTESTED: 11/17/2021
APPROVED AS TO FORM:
Office of the City Attorney

Tracy M. Noonan, City Attorney

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

Introduced: October 26, 2021
Published: November 10, 2021 and November 24, 2021
Ordinance No.: 1688-NS

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the City of Thousand Oaks City Council on the date cited above.