

**NOVATO SANITARY DISTRICT**

**ORDINANCE NO. 110**

**SOLID WASTE, GREEN WASTE AND  
RECYCLABLE MATERIAL COLLECTION,  
PROCESSING AND DISPOSAL, AND LITTER**

Adopted March 7, 2007

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NOVATO SANITARY DISTRICT  
ORDINANCE NO. 110

AN ORDINANCE OF THE NOVATO SANITARY DISTRICT (DISTRICT)  
REPEALING ORDINANCE NO.27 OF THE NOVATO SANITARY DISTRICT CODE  
AND ESTABLISHING A NEW ORDINANCE REGULATING SOLID WASTE,  
GREEN WASTE AND RECYCLABLE MATERIAL COLLECTION, PROCESSING,  
AND DISPOSAL, AND LITTER

Whereas, A.B. 939 (Chapter 1095, statutes of 1989, found at Public Resources Code Section 40000 et seq.) sets forth specific duties and goals with respect to source reduction, collection and disposal of solid waste and recycling; and

Whereas, pursuant to A.B. 939 and the District's enabling act (California Health and Safety Code Sections 6400 and following) the District has authority to manage, control and supervise the solid waste stream originating from and/or being disposed of within its jurisdictional boundaries. Said authority includes the ability to require appropriate record keeping in order to establish that A.B. 939 goals with respect to source reduction, recycling and solid waste collection and disposal have been met; and

Whereas, pursuant to A.B. 939 and the District's enabling act, the District has authority to regulate the manner in which solid waste may be disposed, including restricting and limiting what materials may be disposed of in solid waste containers and bins; and

Whereas, A.B. 939 and the District Board, in addition, seek to preserve available land-filling space for the longest term possible by managing the disposal of solid waste and recyclable materials; and

Whereas, this District has determined, in order to meet said goals and requirements of A.B. 939, that the appropriate approach is to repeal the prior refuse ordinance and amendments thereto and enact a new solid waste collection and disposal ordinance; and

Whereas, pursuant to Health and Safety Code §6512, 6515, 6518.5 and 6522, the Board of Directors has determined that the public health, safety and well-being may be obtained by an exclusive or a non-exclusive franchise, or permit system for solid waste, recyclable materials, green waste, household hazardous waste, construction and demolition debris and/or food waste as defined herein. At this time the District has determined that an exclusive franchise best meets the needs of the public. Nothing in this ordinance impacts any existing franchises or permits.

Whereas, the Board of Directors finds that this action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to section 15307, and 15308, of the State CEQA Guidelines. The Board of Directors further finds that this action is statutorily exempt from CEQA pursuant to section 15261 of the CEQA Guidelines in that this action does not have a new significant effect on the environment.

Therefore, be it ordained by the Board of Directors of the Novato Sanitary District, as follows:

## **ARTICLE I.**

### **INTRODUCTION AND DEFINITIONS**

#### ***Section 27.010 Legislative Policy***

The District Board does hereby find and determine that the storage, accumulation, collection and disposal of solid waste is an important public sanitation issue and a matter of great public concern, in that improper control of such matters may lead to a public nuisance, air pollution, fire hazards, litter, illegal dumping, insect breeding and rodent infestation and other problems affecting the health, welfare and safety of the residents of this and surrounding jurisdictions.

The District Board also finds that Recycling programs and Green Waste programs are necessary for the City of Novato and surrounding areas to achieve the diversion goals mandated by the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq.) and that failure to comply with this mandate exposes the City of Novato, the County and the District and its residents to substantial fines and additional costs.

#### ***Section 27.020 Definitions***

For the purpose of this Chapter, the following words and phrases are defined and shall be construed as hereinafter set out, unless it shall be apparent from the context that they have a different meaning:

- (1) "A.B. 939" means Assembly Bill 939, Chapter 1095, statutes of 1989, and all subsequent amendments thereto, which bill is set forth in California Public Resources Code Section 40000 et seq.
- (2) "Americans with Disabilities Act (ADA)" means Public Law 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 27 U.S.C. 225 and 611, and all federal rules and regulations relating thereto.
- (3) "Billings" means any and all statements of charges for services rendered, howsoever made, described, or designated by Franchisee, or made by others for Franchisee, to owners or occupants of property, including residential property and commercial and industrial property, serviced by Franchisee for the collection of solid waste.
- (4) "Bulky Waste" means discarded, large household appliances, furniture, tires, carpets, mattresses, and similar large items which require special handling due to their size, but can be collected without the assistance of special loading equipment (such as forklifts and cranes) and without violating vehicle load limits. It does not include abandoned vehicles.
- (5) "California Integrated Waste Management Act" and "CIWMA" means California Public Resources Code Sections 40,000 et seq.
- (6) "City" means the City of Novato.
- (7) "Collect," "Collection" or "Collected" means to take physical possession, transport, and remove solid waste within and from the Service Area.

(8) "Commercial and Industrial Premises" means property upon which business activity is conducted, but excluding businesses conducted upon Residential Premises which are permitted under applicable zoning regulations and are not the primary use of the property.

(9) "Construction and Demolition Debris" means used or discarded construction materials removed from a Premises during the construction or renovation of a structure resulting from construction, remodeling, repair and demolition operations on pavements, houses, commercial buildings, and other structures.

(10) "Container(s)" means an approved Container used for the Disposal and temporary storage of Solid Waste, Green Waste and Recyclable Material.

(11) "County" means the County of Marin, California.

(12) "District" means the Novato Sanitary District, and all the territory lying within the boundaries of the District as presently existing or as such boundaries may be modified.

(13) "District Board" means the Board of Directors of the Novato Sanitary District.

(14) "Disposal" means the final disposition of solid waste at a landfill or other facility approved by District.

(15) "Disposal Site" means the solid waste handling facility or facilities designated by District for the ultimate disposal of solid waste.

(16) "Dwelling Unit" means any building located within a District having bathroom and kitchen plumbing facilities, which is suitable for residential occupancy.

(17) "Electronic Waste" means waste covered under the Electronic Waste Recycling Act, including, for example, computer monitors and televisions with LCD (liquid crystal display) or CRT (cathode ray tube) devices, and plasma televisions. (Public Resources Code Section 42463.). Electronic Waste also means most electronic devices, including, but not limited to, cell phones, cordless phones, printers, VCRs (videocassette recorders), radios, microwave ovens, and telephone answering machines.

(18) "Environmental Laws" mean all federal and state statutes, city, county, and District ordinances concerning public health, safety, and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq.; the Federal Clean Water Act, 33 U.S.C. Sections 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sections 1601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Sections 651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code Sections 25300 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code Sections 5249.5 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

(19) "Food Waste" means food scraps separated from Solid Waste that will decompose and/or putrefy including (i) all kitchen and table food waste, and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of food



stuffs, and (ii) paper waste contaminated with Food Waste or otherwise not accepted in the Recyclable Materials Collection program.

(20) "Franchise" means the special right and privilege granted by the District:

- (a) to collect,
- (b) to transport to landfill or other licensed Disposal Sites, and/or
- (c) to recycle and market Solid Waste including Recyclable Materials generated and/or accumulated within the District .

(21) "Franchisee" means a company that has been awarded a Solid Waste, Recyclable Materials, Green Waste, Food Waste, Construction and Demolition Debris, and/or Household Hazardous Waste Collection franchise by the District.

(22) "Green Waste" means tree trimmings, grass cuttings, plant materials, leaves, branches, and dead trees (not more than six (6) inches in diameter) and similar materials generated at the premises.

(23) "HHW Element" means the Household Hazardous Waste Element of the Integrated Solid Waste Plan required to be developed by the City and the County under the CIWMA.

(24) "Hazardous Substance" means any of the following:

- (a) any substances defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic wastes", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to:
  - (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq (CERCLA);
  - (ii) the Hazardous Materials Transportation Act, 49 USC §1801, et seq
  - (iii) the Resource Conservation and Recovery Act, 42 USC § 6901, et seq
  - (iv) the Clean Water Act, 33 USC §1251 et seq
  - (v) California Health and Safety Code §25115-25117, 25249.8, 25281, and 25316;
  - (vi) the Clean Air Act, 42 USC §7401 et seq; and
  - (vii) California Water Code §13050;
- (b) any amendments to such enumerated statutes or acts currently existing or hereafter enacted; and
- (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic and regulated under any other applicable federal, state or local environmental law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyls ("PCBs"), petroleum, natural gas, synthetic fuel products and by-products of same.

(25) "Hazardous Waste" means waste defined as hazardous by Public Resources Code Section 40141 as it now exists or may subsequently be amended, namely, a waste or

combination of wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics, may do either of the following: (i) cause or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; (ii) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed. "Hazardous Waste" includes extremely hazardous waste and acutely hazardous waste, and any other waste as may hereafter from time to time be designated as hazardous by the Environmental Protection Agency ("EPA") or other agency of the United States Government, or by the California Legislature or any agency of the State of California empowered by law to classify or designate waste as hazardous, extremely hazardous or acutely hazardous. (Public Resources Code § 40141, Health and Safety Code §§ 25110.02, 25115, and 25117, 42 U.S.C. § 6901 et seq.).

(26) "Household Hazardous Waste" means wastes generated at residential Premises, or by small quantity generators defined as a business generating no more than 100 kg. (220 lbs.) or 27 gallons per month of hazardous waste and meeting the other regulations as set forth in the California Health & Safety Code Section 25218.1(a), which may commonly contain Hazardous Substances, including as constituents, but not limited to, household chemicals, pesticides, motor oil, latex and oil-based paints or stains, anti-freeze, fluorescent lamps and tubes, items containing mercury, solvents, and all batteries. Household Hazardous Waste includes items known as Universal Waste.

(27) "Industrial Wastes" means all types of Solid Wastes which result from industrial processes and manufacturing operations. Industrial wastes include industrial sludge.

(28) "Infectious Waste" means wearing apparel, bedding, or biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, Residential Premises and other places where highly infectious or contagious diseases have been present, and other Premises which are identified in Health and Safety Code Section 25117.5

(29) "Litter" means any quantity of discarded uncontainerized Solid Waste, Recyclables, or Green Waste.

(30) "Manager-Engineer" means the primary person appointed by the District Board to administer and enforce the rules and regulations of the District, or his/her authorized representative.

(31) "Materials Recovery Facility (MRF)" means a permitted Solid Waste facility where Solid Wastes or Recyclable Material are sorted or separated, by hand or by use of machinery, for the purposes of Recycling.

(32) "Mixed Recyclables" or "Commingled Recyclables" means more than one type of Recyclable Materials in a bin, debris box, compactor, or other type of container typically Source Separated from Solid Waste. This material includes but is not limited to wood, paper, plastic, metals, glass, and other dry waste.

(33) "Multi-Family Dwelling Unit" means an apartment, flat or other multi-family dwelling requiring group Collection services. "Multi-Family Dwelling Unit" shall also include any condominium, townhouse complex or mobile home park for which the

conditions, covenants and restrictions or operating documents of such complex or park require group rather than individual Solid Waste Collection.

(34) "Multi-Family Residential Premises" means a complex of dwelling units consisting of five (5) units or more used for residential purposes regardless of whether the resident therein is transient, temporary or permanent.

(35) "Non-Putrescible" means Solid Waste which is neither organic nor subject to decomposition by micro-organisms.

(36) "Occupied" means when a person or persons has taken or is/are holding possession of the premises for temporary or permanent use. For the purpose of determining whether a premises was occupied during periods when Solid Waste collection service was available to such premises, the premises shall be presumed to have been so occupied unless evidence is presented that no gas, electric, telephone, or water utility services were consumed on such premises during such periods or such other evidence is presented to the satisfaction of the District Manager-Engineer.

(37) "Occupant" means and includes every owner of, and every tenant or Person who is in possession of, is the inhabitant of, or has the care and control of, an inhabited residence or a place of business.

(38) "Permittee" means any company that has been awarded a Solid Waste, Recyclable Materials, Green Waste, Food Waste, Construction and Demolition Debris, or Household Hazardous Waste Collection permit by the District.

(39) "Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Marin, towns, cities, and special purpose Districts as further defined in Public Resources Section 40170.

(40) "Premises" means any land, building, structure, or unit of a building or structure, where Solid Waste is generated or accumulated.

(41) "Private Property" includes, but is not limited to the following owned by private individuals, firms, corporations, institutions or organizations: yards, grounds, driveways, parking areas, passageways, working areas, storage areas, vacant lots and structures.

(42) "Processing Facility" means a facility which processes Recyclable Materials, Green Waste, Food Waste or other materials separated from solid waste for recovery and diversion as well as a facility that processes Solid Waste to recover materials for diversion from landfills.

(43) "Public Property" includes, but is not limited to, the following: streets, street medians, catch-basins, sidewalks, lanes, alleys, public rights-of-way, public parking lots, school grounds, parks, and other publicly-owned grounds.

(44) "Putrescible" means Solid Waste which is organic and subject to decomposition by micro-organisms.

(45) "Recyclable" means a material that can be processed into a form suitable for reuse through reprocessing or re-manufacture consistent with the requirements of the CIWMA.

(46) "Recyclable Material" means any material which, in whole, or in part, may be recycled. "Recyclable materials" shall include, but not be limited to the following: newspapers, glass, tin, aluminum, metal, food and beverage containers, cardboard, mixed waste paper and magazines, waste motor oil, and plastic containers. Recyclable Materials are not subject to this ordinance to the extent the Waste Generator Disposes of the material for a net compensation received from the entity accepting said materials. If no such net compensation is received, the Recyclable Material is deemed Solid Waste subject to this ordinance.

(47) "Recycle"/"Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting Recyclable Material which would otherwise be disposed of in a landfill and returning them to the economy in the form of raw materials for new, reused or reconstituted products.

(48) "Refuse" means Putrescible and Non-Putrescible Solid Waste or debris, except sewage, whether combustible or non-combustible. For the purposes of this Ordinance, Refuse does not include Recyclable Material or Green Waste.

(49) "Residential Premises" means property used for residential purposes, irrespective of whether such dwelling units are rental units or owner-occupied. No place used primarily for business purposes shall be considered as a Residential Premises.

(50) "Residential Solid Waste" means Solid Waste originating from Single-Family or Multi-Family Dwelling Units.

(51) "Single Family Dwelling Unit" means each premises used for or designated as a single family dwelling, including each unit of a duplex or triplex in all cases in which there are separate or individual Solid Waste Collection services.

(52) "Solid Waste" means all putrescible and non-putrescible refuse, commercial solid waste, institutional solid waste, garbage, rubbish, and demolition and construction debris, and as otherwise defined in California Public Resources Code Sections 40191. Solid waste does not include hazardous waste; low-level radioactive waste regulated under California Health and Safety Code Sections 25800, et seq.; or medical waste regulated pursuant to the Medical Waste Management Act (California Health and Safety Code Section 25015, et seq.).

(53) "Source Separated" means the segregation, at the point of generation, of materials, including commingled Recyclables, designated for separate Collection for some form of Recycling recovery or reuse.

(54) "SRRE Element" means the Source Reduction and Recycling Element of the County Integrated Waste Management Plan prepared by the City and the County under the CIWMA.

(55) "Street" means any public or private roadway which provides access to Residential, Commercial or Industrial Premises; whose width, condition of surfacing, grade and alignment is such that conventional collection vehicles may readily enter and exit therefrom without damage to the roadway or to the Collection vehicles.

(56) "Subscriber" means any Person who makes or assumes any agreement with Franchisee for waste collection or recycling services, including, but not limited to, a

contractor, business proprietor, owner or Occupant of the Premises where service is provided, or other persons or entities which may from time to time enter into solid waste collection or recycling service agreements with the Franchisee.

(57) “Transfer Facility” means that facility used to receive Solid Wastes, temporarily store, separate, convert, or otherwise process the materials in the Solid Wastes, or to transfer the Solid Wastes directly from smaller to larger vehicles for transport.

(58) “Universal Waste” means batteries, pesticides, mercury-containing equipment and lamps, as described in 40 CFR part 273.

(59) “Waste Generator” means any Person, as defined by section 40170 of the Public Resources Code, whose act or process produces Solid Waste as defined in Public Resources Code section 40191, or whose act first causes Solid Waste to become subject to regulation.

## **ARTICLE II.**

### **FRANCHISE AND PERMIT SYSTEM**

#### ***Section 27.030 Authorization***

##### **A. Authority to Establish Programs**

In order to meet the goals of A.B. 939, the District may elect to establish various Solid Waste diversion programs. Pursuant to Section 40059 of the California Public Resources Code the District may enter into an agreement or agreements with any person or persons granting to such persons, on such terms that the District Board deems in the best interests of the District, the exclusive or non-exclusive right and privilege of Collecting, Processing and marketing and/or Disposal of Solid Waste, Green Waste, Food Waste, Construction and Demolition Debris, Household Hazardous Waste, and Recyclable Material, including the materials therein, which may be Recycled.

##### **B. Services**

The District shall have the authority to determine in what manner the services are to be provided by one or more Franchisees and/or Permittees and to establish appropriate regulations, including maximum charges by Franchisees and/or Permittees to cover the reasonable costs of providing said services.

If the District determines the need for haulers to maintain a permit or Franchise then upon ninety (90) days public notification, no Person will be allowed to Collect or process the specified material within the District unless the Person has either entered into an agreement with the District, has been issued a Franchise or permit pursuant to this Article, or is exempt from this Article pursuant to Section 27.070(C) and 27.060. Nothing in this section will impact any existing Franchises or permits.

#### ***Section 27.040 District Manager-Engineer Authority***

The District Manager-Engineer shall have the authority to issue Franchises and permits, subject to the authorization for a permit program from the Board and as determined to be necessary, for the Collection and handling of materials as provided for in this Article II.

#### ***Section 27.050 Permit Fee***

Prior to issuance or renewal of the permit or Franchise, Permittee or Franchisee shall pay to District such fees, if any, as may be set by resolution of the District Board for the privilege of operating its business within District boundaries, to reimburse reasonable costs for administration of programs and to cover the costs of any and all fees which may be incurred by District in connection with solid waste programs.

#### ***Section 27.060 Exemptions***

The District, the City of Novato, a Person who is delivering Recyclable Material for Recycling under the California Container Recycling Litter Reduction Act (Public resources Code Section 14500 et seq.) and Persons performing the activities listed under Section 27.070(C) are exempted from the provisions of this Article:

**ARTICLE III.**  
**GENERAL REGULATIONS**

***Section 27.070 Solid Waste Collection and Disposal and Green Waste and Recyclable Material Collection and Processing***

**A. Solid Waste Collection and Disposal and Green Waste and Recyclable Material Collection and Processing**

All Solid Waste created, produced or accumulated in or about a Residential Premises (whether single family or multi-family) in the District shall be removed from the Premises and Disposed of at least once each week. All Solid Waste created, produced and accumulated at Commercial and Industrial Premises situated in the District shall be removed from the Premises at least once each week. It is declared to be unlawful and an infraction, for the Occupant of any of the above-described Premises to fail or neglect to provide for the removal and Disposal of Solid Waste. Each day's violation of this section shall be treated and considered as a separate and distinct offense. No person shall Collect or Transport Solid Waste over any street within the jurisdictional boundary of the District without an appropriate Franchise or permit issued by the District, except as provided for in section C below.

**B. Unlawful Disposal**

It is unlawful for any Person in the District to deposit Solid Waste, Green Waste, Food Waste, Construction and Demolition Debris, Household Hazardous Waste, or Recyclable Material upon any street, alley, gutter, parkway, or upon any lot or vacant area or other public place or way unless such Solid Waste is placed for Collection subject to this Chapter. It is unlawful for any Subscriber to include for Collection, by Franchisee or Permittee, or to deliver to any Disposal Site or other Facility, any Hazardous Waste. The Waste Generator shall determine whether a waste is Hazardous Waste.

**C. Unlawful Collection**

Except as expressly provided in this section, it is unlawful and a misdemeanor for any Person, firm or entity to Collect or transport Solid Waste, Green Waste, Food Waste, Construction and Demolition Debris, Household Hazardous Waste, or Recyclable Material within the District unless such Person has obtained a Franchise or permit from the District as herein defined, or the Solid Waste, Green Waste, Food Waste, Construction and Demolition Debris, Household Hazardous Waste, or Recyclable Material Collected is exempted as outlined in (1) through (17) of this subsection. It is unlawful for any Person to permit, allow or enter into any agreement whatsoever, for the Collection or transportation of Solid Waste, Green Waste, Food Waste, Construction and Demolition Debris, Household Hazardous Waste, or Recyclable Material with any Person who is not a District Franchisee or Permittee as herein defined, except as to the Solid Waste, Green Waste, Food Waste, Construction and Demolition Debris, Household Hazardous Waste, or Recyclable Material Collected is permitted in (1) through (18) of this subsection.

- (1) Green Waste removed from a Premises by a gardening, landscaping, or tree trimming contractor as an incidental part of a total service offered by that contractor rather than as a transportation service.

- (2) Tree trimmings, clippings, and all similar materials generated at parks, and other City-maintained Premises, which may be Collected and transported by the City to the Disposal Site or Processing Facility.
- (3) Construction and Demolition Debris removed from a Premises by a licensed contractor as an incidental part of a total service offered by that contractor rather than as a transportation service.
- (4) Solid Waste, Green Waste, Food Waste, Construction and Demolition Debris, Household Hazardous Waste, or Recyclable Material which are removed from any Premises by the owner, Subscriber or Waste Generator and are transported to a Disposal Site or Processing Facility by the owner, Subscriber or Waste Generator, by agent of owner, or Subscriber or Waste Generator, or by a company whose removal of the Solid Waste, Green Waste, Food Waste, Construction and Demolition Debris, Household Hazardous Waste, or Recyclable Material are incidental to the service being performed by the company. Notwithstanding the foregoing, no owner, Subscriber or Waste Generator shall employ or engage any solid waste enterprise, other than the Franchisee or Permittee, to haul or transport Solid Waste or Recyclable Materials to a Disposal or Processing Facility.
- (5) Recyclable Materials, Green Waste, or Food Waste generated by Commercial Businesses (including City facilities) which are collected by a Person or company through a private arrangement between the Waste Generator and such Person or Company pays a fee to Generator for the materials.
- (6) Hazardous or dangerous materials, liquid and dry caustics, acids, bio hazardous, flammable, explosive materials, insecticides, and similar substances.
- (7) Any Hazardous Waste or Substance regardless of its source.
- (8) Green Waste or Food Waste composted on a Residential Premises.
- (9) Animal waste and remains from slaughterhouse or butcher shops, or grease waste.
- (10) Infectious medical waste (as defined in California Health and Safety Code 25117.5).
- (11) Recyclable Materials, Green Waste or Food Waste Source Separated at any Premises by the Waste Generator and donated to youth, civic, charitable, or other nonprofit organizations.
- (12) Source-Separated Recyclable Material delivered for Recycling by the Waste Generator, Subscriber or owner of a Residential, Commercial or Industrial Premises.
- (13) By-products of sewage treatment, including sludge, grit and screenings.
- (14) Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et. seq. California Public Resources Code.
- (15) Secret, confidential or sensitive documents, as a part of a document destruction or disposal service.



- (16) Waste from public schools, unless a public school elects to subscribe to Franchisee or Permittee's services
- (17) Waste from federal or state Premises, as consistent with existing laws.
- (18) Solid Waste, Green Waste, Food Waste, Construction and Demolition Debris, Household Hazardous Waste, or Recyclable Material that is collected outside the District boundaries and solely being transported through the District to a processing facility or landfill outside the District.

### **Section 27.080 *Authorization***

The District Board, pursuant to Section 40059 of the California Public Resources Code does hereby determine that Solid Waste, Recycling and/or Green Waste Collection, Processing and Disposal may be provided within the District through the issuance of an exclusive Franchise in accordance with the terms of this Chapter. The District, at its option, may also provide for Solid Waste, Recycling, HHW, and/or Green Waste Collection, through the issuance of non-exclusive franchise or permit systems.

### **Section 27.090 *District Board to Issue Franchise***

The District Board may, from time to time, issue an exclusive or non-exclusive Franchise to that Person or those Persons meeting such standards as may be established by the District Board regarding the Collection of Solid Waste, Green Waste and Recyclable Materials from Residential, Commercial and Industrial Premises.

### **Section 27.100 *Franchisee's or Permittee's Collection***

#### **A. Franchisee's or Permittee's Service Not Mandatory**

Owners, occupants, and other Waste Generators shall not be required to subscribe to the service offered by Franchisee or Permittee, provided the owner, Occupant or Waste Generator personally or through its agent delivers the Solid Waste, Green Waste, and Recyclable Materials to a lawful Disposal Site, MRF, or Processing Facility. Franchisee's or Permittee's service is not incident to property ownership but rather is dependent on voluntary subscription.

#### **B. Residential Solid Waste Collection Services**

The District may require the Franchisee or Permittee to Collect and Dispose of all Solid Waste generated at Subscribers' Residential Premises within the District and placed for Collection, not less than once each week, as scheduled. The Franchisee or Permittee shall make special arrangements with Subscribers at Residential Premises for the Collection of excess material or Bulky Waste. The Franchisee or Permittee shall make special arrangements for the provision of Solid Waste Containers (bins or debris boxes) to Subscribers at Residential Premises on a rental basis.

#### **C. Residential Green Waste Collection Services**

The District may require the Franchisee or Permittee to Collect Green Waste placed for Collection from Subscribers' Residential Premises not less than once each week. The District may also require Franchisee or Permittee to Collect Christmas trees placed for

Collection from Subscribers' Residential Premises as described in the District-approved program. Franchisee or Permittee shall provide end uses for Green Waste that are eligible as diversion by the California Integrated Waste Management Board. Company shall ensure that all materials collected under this Green Waste program will qualify for CIWMA diversion credits.

#### **D. Residential Recycling Collection Services**

The District may require the Franchisee or Permittee to Collect Recyclable Material placed for Collection from Subscribers' Residential Premises not less than once per week. All such collected Recyclable Material shall be recycled or reused and none shall be deposited for Disposal. The Franchisee or Permittee must ensure that the District receives the maximum diversion credit possible towards its A.B. 939 goals.

#### **E. Commercial and Industrial Solid Waste Collection Services**

The District may require the Franchisee or Permittee to Collect and Dispose of all Solid Waste generated at Subscribers' Commercial and Industrial Premises and delivered to a can or bin for Collection from one (1) to six (6) times per week unless special arrangement is made with the Subscriber. The District may also require Franchisee or Permittee to Collect and Dispose of all Solid Waste generated at Subscribers' Commercial and Industrial Premises and delivered for Collection to a debris box as scheduled with the Subscriber. All concrete, asphalt and dirt shall be diverted by the Franchisee or Permittee from landfills to available facilities whenever possible.

#### **F. Clean-up Events**

The District may require the Franchisee or Permittee to Collect Non-Putrescible Solid Waste from Subscribers at Single Family and Multi-Family Dwelling Units twice annually. Franchisee or Permittee shall divert from Disposal as much material as possible and shall properly Dispose of residual material.

#### **G. Collection/Spillage**

The Franchisee or Permittee shall exercise all reasonable care and diligence in Collecting Solid Waste, Green Waste and Recyclable Material so as to prevent spilling, scattering or dropping such waste and materials and shall immediately, at the time of occurrence, clean up any spillage. The Franchisee or Permittee shall exercise all reasonable care and diligence so that the containers are left in an upright position.

### ***Section 27.110 Containers***

#### **A. Residential Solid Waste Containers**

- (1) The District may require the Franchisee or Permittee to provide Residential Subscribers with Solid Waste, Green Waste, and Recycling Containers. Container specifications will be described in the Franchise Agreement.
- (2) If the Franchisee or Permittee supplies the Containers, the Containers will remain property of Franchisee or Permittee. Franchisee or Permittee shall be responsible for reasonable maintenance and replacement of Containers. Franchisee or Permittee may inform Subscribers that Containers are to remain at the premises upon sale or transfer of the property. To the extent that Franchisee or Permittee-furnished Containers are lost or stolen, Franchisee or Permittee shall provide new

- Containers to the Subscriber at no cost, provided that Franchisee or Permittee shall not be required to supply more than one replacement Container to any Subscriber within a one-year period unless circumstances demonstrate that Subscriber had no responsibility for the loss or damage to the Container.
- (3) It shall be the duty of each Subscriber at a Residential Premises to maintain Containers in a clean and sanitary condition as herein specified for the accumulation and Disposal of Solid Waste.
  - (4) The District may require the Franchisee or Permittee to furnish Subscribers at Multi-Family Dwelling Units appropriate Containers to collect Solid Waste. Containers with a capacity of one cubic yard or more shall meet applicable regulations for Solid Waste bin safety and shall be available in standard sizes. The kind, size, and number of Containers furnished to particular Subscribers shall be as determined mutually by the Subscriber and Franchisee or Permittee. Containers that are front loading bins shall have lids. All Containers with a capacity of one cubic yard or more shall have reflectorized markings where appropriate, and shall be maintained in good repair with neatly and uniformly painted surfaces. Bins shall be free of graffiti and in good repair. Bins must be clearly marked and identifiable as belonging to Franchisee or Permittee.
  - (5) As new programs are developed, the Franchisee or Permittee may provide alternate Containers with the approval of the District.

#### **B. Commercial and Industrial Solid Waste Containers**

The District may require the Franchisee or Permittee to provide Solid Waste bins and debris boxes to Subscribers at Commercial and Industrial Premises and large Multi-Family Dwelling Units. The bins and debris boxes shall be:

- (1) Metal lined, leak proof, and provided with a lid.
- (2) Constructed of non-combustible materials and provided with a non combustible lid.
- (3) Approved by the District as providing adequate protection against fire hazard.
- (4) Located within enclosures designed for this purpose.
- (5) As new programs are developed, the Franchisee or Permittee may provide alternate Containers with the approval of the District.

#### **C. Filling of Containers**

- (1) No Subscriber shall so fill any Container with Solid Waste, Green Waste, or Recyclable Material above the top of the Container to such an extent as to permit the contents of any Container to be blown or otherwise strewn about.
- (2) All ashes, when placed for Collection, shall be cold and free from any fire, live coals, or other substances which might ignite.
- (3) The combined weight of the Residential Service Containers and contents shall not exceed seventy-five (75) pounds each. The Subscriber shall be responsible for separately arranging for the Collection of excess and Bulky Waste from Franchisee or Permittee or an appropriate collector.

### ***Section 27.120 Placement Of Containers For Collection***

It shall be the duty of Subscribers to place Containers for Collection of Solid Waste, Green Waste and Recyclable Material, by the Franchisee or Permittee in a manner that is accessible to the Franchisee or Permittee and consistent with District-approved Collection programs.

#### **A. Residential Placement**

Containers that are used for single family dwellings must be placed at the curb or roadway edge, so as to be readily accessible to the armature of the automated collection truck. In cases where placement of containers at the curb or roadway edge would present a safety hazard for motorists or pedestrians or represent a physical hardship to Subscribers, the Franchisee or Permittee shall designate an alternate location for the placement of the containers. The designated pick-up area, if disputed by the Subscriber or Franchisee or Permittee, shall be determined by the District Manager-Engineer. In such cases, Franchisee or Permittee shall be responsible for service of the container, irrespective of whether the automated armature can reach the container. However, Franchisee or Permittee shall not be obligated to provide off-sized containers or nonstandard containers. Some residential locations may not be appropriate for standard automated service, due to the topography or road conditions. In such cases, Subscribers may be required to supply their own solid waste containers. Any dispute between the Franchisee or Permittee and Subscriber concerning the availability and use of automated collection shall be determined by the District Manager-Engineer.

#### **B. Commercial/Industrial Placement**

Special consideration shall be given when determining the pick up area for commercial, industrial, and/or multi-family Subscribers to ensure that the flow of traffic is not impeded and that it does not result in aesthetic degradation of an area. The designated pick-up area, if disputed by Subscriber or Franchisee or Permittee, shall be determined by District Manager-Engineer. Additionally, if in his/her opinion the location of an existing pick up area is inappropriate, he/she shall cause the Subscriber or Franchisee or Permittee to relocate the pick up area.

#### **C. Timing of Placement and Removal of Containers**

Subscribers at Residential and Commercial and Industrial Premises shall not place Solid Waste, Green Waste or Recyclable Material Containers for Collection by the Franchisee or Permittee at any time earlier than the day preceding the day designated for Collection by the Franchisee or Permittee. All Solid Waste, Green Waste and Recyclable Material Containers shall be removed from the place of Collection prior to midnight of the day the Containers have been emptied unless the Franchisee or Permittee fails to Collect the Solid Waste, Green Waste or Recyclable Material as scheduled and alternative Collection arrangements are made.

#### **D. Supervision of Containers**

Each Subscriber at Residential, Commercial and Industrial Premises shall maintain supervision and surveillance over the Solid Waste, Green Waste and Recyclable Material Containers and be responsible for any spillage due to overfilling such Containers. If the Containers are not emptied and the contents removed on the date and time scheduled by

the Franchisee or Permittee, Subscriber should immediately notify the Franchisee or Permittee or the District and it shall be the duty of the Franchisee or Permittee to forthwith arrange for the Collection of the Solid Waste, Green Waste, and Recyclable Material.

#### **E. Unauthorized Tampering with Containers**

No Person other than the Subscriber or any employee thereof, Franchisee or Permittee of the District shall move, remove, or interfere with any Container or the contents thereof.

#### ***Section 27.130 Duration of Storage***

It is unlawful for any Person to store or accumulate any Solid Waste in any Container or at any location other than as set forth in this Chapter.

#### ***Section 27.140 Processing And Transfer***

##### **A. Green Waste Processing**

The District may require the Franchisee or Permittee to process, or deliver to a permitted Green Waste Processing Facility, Collected Green Waste in a manner satisfactory to the District and in accordance with all federal, state and local laws and regulations.

##### **B. Recyclable Material Processing**

The District may require the Franchisee or Permittee to process, broker, or deliver to a permitted Processing Facility or MRF Collected Recyclable Material in a manner satisfactory to the District and in accordance with all federal, state and local laws and regulations.

##### **C. Other Processing**

The District reserves the option as described in the Franchise Agreement, prior to Disposal, to direct the Franchisee or Permittee to deliver Solid Waste Collected under this Chapter to a MRF under contract with the District for separation and Recycling of any Recyclable Material contained therein. The Franchisee or Permittee shall assist the District by routing its Collection activities and identifying loads suitable for processing in the MRF in order to maximize diversion of Solid Waste from Disposal Sites. Said option shall only be exercised in writing authorized by District Board resolution.

##### **D. Transfer**

The transfer of Solid Waste within the District's geographic boundaries shall be performed in accordance with all federal or state law or regulation or any county or District ordinance or regulation.

#### ***Section 27.150 Disposal***

##### **A. Compliance with Laws**

Franchisee or Permittee and Waste Generators disposing of their own Solid Waste shall Dispose of Solid Wastes at a Disposal Site, Transfer Facility or Processing Facility in a manner satisfactory to the District and in accordance with all federal, state and local laws and regulations.

## **B. Special Collection and Disposal Provisions**

- (1) The removal of Infectious Waste shall be performed in accordance with all applicable laws and regulations and such Infectious Waste shall neither be placed in Containers nor left for regular Collection and Disposal. Franchisee or Permittee may be required to keep a record listing the address of the waste identified in this subsection(s) which shall be given to the District Manager on the date Collection is refused.
- (2) Highly inflammable, explosive/radioactive, or other Hazardous Waste shall not be placed in Containers for regular Collection and disposal, but shall be removed or disposed of by separate agreement, at Waste Generator's expense, in accordance with all federal, state and local laws and regulations with a company properly licensed and permitted for the Collection and Disposal of flammable, explosive/radioactive or other Hazardous Waste.
- (3) Animal wastes and remains from slaughterhouse or butcher shops shall not be placed in Containers for regular Collection and Disposal, but shall be removed by separate agreement, at Waste Generator's expense, in accordance with all federal, state and local laws and regulations.
- (4) Electronic Waste and Household Hazardous Waste shall be removed or disposed of in accordance with all federal, state and local laws and regulations. A Franchisee or Permittee may be required to undertake programs for the collection of these items separate from regular Collection and Disposal.
- (5) In the event Franchisee or Permittee does not pick up Solid Waste, Recyclables, or Green Waste from any customer, Franchisee or Permittee shall notify Subscribers by "can hanger" of the explanation of the reasons for non-pick up, or alternatively Franchisee or Permittee shall telephone the Subscriber with an explanation on the same day as the intended pick up.
- (6) The Franchisee or Permittee shall not be required to Collect Green Waste or Recyclable Material that is contaminated with Solid Waste or other material to such a degree that if commingled with other Recyclable Material, would require all or part of the total commingled Recyclable Material to be Disposed of. Such contaminated material may be Disposed of by Franchisee or Permittee. The Franchisee or Permittee shall notify Subscribers of violations.

## **C. Burning, Dumping or Burying Solid Waste Prohibited**

No Person shall burn, dump, place or bury within the District any Solid Waste, or any other deleterious or offensive substance unless the location is properly permitted for such activities by appropriate state and local regulatory authorities.

## **ARTICLE IV**

### **FRANCHISEE'S AND PERMITTEE'S OBLIGATIONS**

#### ***Section 27.160 Properties, Facilities and Equipment***

##### **A. General**

- (1) Each Franchisee and Permittee 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.
- (2) All Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, County and District noise level regulations.

##### **B. Schedules**

Solid Waste, Recycling, and Green Waste shall be collected during hours that minimize inconvenience to the public. In any Franchise or permit, the District may set specific schedules consistent with the intention of this section.

##### **C. Specifications And Restrictions On Collection Vehicles**

All vehicles used for Solid Waste, Green Waste or Recyclable Material Collection within the District shall be required:

- (1) To be completely enclosed with a rigid, non-absorbent cover while transporting Solid Waste, Green Waste or Recyclable Material in or through the District. Completely enclosed with a rigid, non-absorbent cover means that Solid Waste, Green Waste or Recyclable Material shall not be visible from the street nor shall any of the substance be permitted to leak, spill or become deposited along the public streets.
- (2) All trucks or vehicles used in the course of Solid Waste, Green Waste or Recyclable Material Collection shall be identified by Franchisee or Permittee's name, telephone number, and unique vehicle identification number displayed prominently on the vehicle.
- (3) Vehicles shall be operated in compliance with the California Vehicle Code and all applicable safety and local ordinances. Franchisee and Permittees shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles.
- (4) Vehicles used for solid waste, recycling, and Green Waste services shall be registered with the California Department of Motor Vehicles. Equipment shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Franchisee and Permittee shall store all equipment in safe and secure locations.
- (5) Vehicles used by the Franchisee or Permittee shall at all times be in full compliance with local, state, and federal clean air requirements that were adopted or proposed to be adopted, including the proposed California Air Resources Board Heavy Duty Engine Standards to be contained in CCR Title 13, Section 2020 et seq; and the Federal EPA's Highway Diesel Fuel Sulfur regulations.

#### **D. Use of Vehicles**

Any Person(s) who desires to operate Solid Waste, Green Waste or Recyclable Material Collection vehicles under provision of this Chapter shall also abide by the following:

- (1) No Person shall leave trucks loaded with Solid Waste, Green Waste and/or Recyclable Material parked for over a four (4) hour period in the District service area.
- (2) Ensure that each of their vehicles shall at all times have in the cab, drivers license, the registration of the truck, certificate of insurance card and an identification card with the name of whom to telephone in case of an accident. Each vehicle shall also be equipped with a five-pound fire extinguisher certified by the California State Fire Marshal.
- (3) Inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly.
- (4) Perform all scheduled maintenance functions for their vehicles and equipment in accordance with the manufacturer's specifications and schedule.
- (5) Keep accurate records of all of their vehicle maintenance, recorded according to date and mileage and shall make such records available to the District upon request.
- (6) Furnish the District a written inventory of all vehicles, including Collection vehicles, used in providing service, and shall update the inventory annually.

#### **E. Maintenance of Containers**

Each Franchisee and Permittee shall maintain its Containers (other than Containers for Residential Premises) on a regular basis so as to present a clean appearance. All Containers shall be maintained in a functional condition.

#### ***Section 27.170 Franchisee and Permittee's Employees***

All Franchisees and Permittees shall employ only competent, qualified, sober and drug-free personnel who serve the public in a courteous, helpful and impartial manner.

#### **A. Training**

The Franchisees and Permittees shall provide suitable operational and safety training for all of their employees who utilize or operate vehicles or equipment. The Franchisees and Permittees shall train their employees involved in Solid Waste, Green Waste or Recyclable Material Collection to identify, and not to Collect, Hazardous Waste or Infectious Waste.

#### **B. Supervision**

The Franchisees and Permittees shall designate a qualified employee as supervisor of field operations within the District.



### ***Section 27.180 Inquiries And Complaints***

#### **A. Office Location**

The Franchisees and Permittees shall provide an office in such a reasonable location as the District approves.

#### **B. Telephone Service**

The Franchisees and Permittees shall maintain a toll-free telephone service from the entire District. Telephones shall be attended by competent personnel from 8:00 a.m. to 5:00 p.m. on regular workdays and an answering system should be in place twenty-four (24) hours a day.

#### **C. Prompt Response**

The Franchisees and Permittees shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all customer complaints. The Franchisees and Permittees shall respond to all complaints from customers within twenty-four (24) hours, weekends and holidays excluded.

### ***Section 27.190 Maintenance and Inspection of Records***

(1) The Franchisees Permittees shall keep and preserve during the term of its Franchise or permit, full, complete, and accurate records of its operations, including, but not limited to the following:

- (a) Subscriber Accounts in a manner that clearly identifies the number of Subscribers by Subscriber classification within the District.
- (b) Statistical records related to performance within the District.
- (c) To assist the District in its planning to meet the requirements of A.B. 939, Franchisees and Permittees shall at a minimum record on a daily basis the quantities of Solid Waste, Green Waste and Recyclable Material Collected. The Permittee shall file with the District Manager-Engineer a written report by the tenth working day of the end of each calendar quarter giving the previous quarter's volumes or weights of Solid Waste, Green Waste and Recyclable Material Collected. The Franchisees Permittees shall cooperate with the District in the performance of waste composition studies.
- (d) If requested by the District Manager-Engineer, the Franchisees and Permittees shall make available to the District for examination the records maintained pursuant to this paragraph as may be necessary to assist the District in meeting its obligations under A.B. 939.
- (e) The District shall have the right to inspect or review the specific documents or records required pursuant to this Chapter, or any other similar records or reports of the Franchisees Permittees that it shall deem, at its sole discretion, necessary to evaluate annual reports, and performance.

## ***Section 27.200 Subscription Solid Waste Collection***

### **A. Billing**

Any person subscribing to Solid Waste Collection service, or for whom services are rendered by the District's Franchisees or Permittees within the District, shall pay for such services up to the maximum rate provided for by resolution of the Board. The Franchisees or Permittees shall bill Residential, Commercial and Industrial Subscribers as described in the then-current Franchise or permit agreement between the Franchisee or Permittee and District.

### **B. Suspension of Service**

The Franchisee or Permittee may, discontinue Collection service to any Subscriber whose billing remains unpaid for a period of sixty (60) days after the billing period, provided the Franchisee or Permittee provides the Subscriber with thirty (30) days prior written notice and the District with fifteen (15) days prior written notice of intent to discontinue service. The Franchisee or Permittee shall not, however, discontinue service, until resolution of any good faith dispute concerning amounts due the Franchisee or Permittee from the Subscriber.

### **C. Payment Collection**

The Franchisee or Permittee shall collect all subscription charges from Subscribers. The Franchisee or Permittee shall have sole responsibility to collect any delinquent charges incurred by the Subscriber. The District may not place a lien on any property for nonpayment of subscription charges, and unless the owner or lessee is the Subscriber, neither the owner or lessee shall by reason of mere property ownership or tenancy be responsible for payment of such charges.

## ***Section 27.210 Solid Waste Collection Charges***

The District Board may, from time to time, by separate resolution, fix the maximum Solid Waste service charges to be collected by Franchisee or Permittee for the provision of services as provided for in the Franchise agreement between the District and Franchisee or Permittee. Prior to increasing these maximum charges, the District shall publish notice of the meeting at which such increases of maximum charges will be heard.

## ***Section 27.220 Ownership of Solid Waste and Recyclable Materials***

Ownership and right to possession of Solid Waste and Recyclable materials properly set out for Collection or Recycling transfers directly thereupon to the Franchisee/Permittee. No person other than a Franchisee and/or Permittee shall remove Solid Waste, Green Waste and/or Recyclable materials from the Collection site once placed for Collection. This provision does not limit the right of a Franchisee or Permittee to bring a civil action against any person who violates these provisions. It shall be unlawful for anyone but the District's authorized Franchisees or Permittees to Collect Solid Waste, Green Waste and/or Recyclable Materials once said waste or materials become the property of said authorized Franchisee/Permittee. The District reserves the right to claim ownership of and/or the right to possession and control of said Solid Waste, Green Waste and/or Recyclable materials at any time upon written notice to the Franchisee or Permittee as described in the Franchise or permit agreement.

## **ARTICLE V.**

### **LITTER**

#### ***Section 27.230 Depositing Litter Prohibited***

It is unlawful for any Person to throw, discard, place or deposit Litter in any manner or any amount on any Public or Private Property within the District, except in Containers or in lawfully established dumping locations.

#### ***Section 27.240 Throwing Litter from a Vehicle Prohibited***

It is unlawful for any Person, whether driver or passenger in a vehicle, to throw or deposit Litter in any manner or amount upon any street or other Public or Private Property within the District.

#### ***Section 27.250 Sweeping Litter into Streets Prohibited***

It is unlawful for any Person to sweep into or deposit in any gutter, street, or other public places within the District, the accumulation of Litter from any building or lot. Persons owning or occupying property shall keep the sidewalk in front of their Premises free of Litter.

#### ***Section 27.260 Depositing Household Waste in Public Litter or Commercial Containers Prohibited***

It is unlawful for any Person to deposit household Solid Waste in any Container maintained on a sidewalk or at any other location for Disposal of Litter by pedestrians or to deposit household Solid Waste in Containers used by Private Commercial and Industrial generators.

#### ***Section 27.270 Placing Commercial Waste in Public Litter Containers Prohibited***

It is unlawful for any owner, manager, or employee of a commercial establishment or institution to deposit Solid Waste from that establishment or institution in any Container maintained on a sidewalk or at any other location for Disposal of Litter by pedestrians.

#### ***Section 27.280 Removal of Litter Required - Work Performed by District When***

##### **A. Procedures**

If the accumulation of Litter on Private Property is declared to be a public nuisance, the District may issue a notice to remove the Litter to the Occupant, owner or Person in control of any Private Property in the District. The notice shall contain a description of the property and state that, if the Litter condition is not corrected, the property may be cleaned by the District or its agent. The notice shall also state that the Occupant, owner and/or Person in control of the property will be billed for a clean-up fee, which shall be equal to the cost of the clean-up. If the Occupant, owner, or Person in control of the Private Property fails to remove all the Litter within 14 days, a second notice shall be sent stating the same information, and stating that if the condition is not corrected within 10 days the District may commence clean-up. Any District employee or contracting agent is expressly authorized to enter upon Private Property to remove accumulated Litter. It is unlawful for any Person to interfere, hinder or refuse to allow such employee or agent to enter upon Private Property for such purpose and to remove Litter in accordance with the

provisions of this Article. Any Person owning, occupying, renting, managing, leasing or controlling real property in the District shall have the right to remove Litter or have the same removed at his/her own expense any time prior to the arrival of the District for such purpose.

#### **B. Assessment of Costs**

- (1) If the District removes the Litter, it shall issue a bill for the clean-up fee to the Occupant, owner, or Person in control of the Private Property. The District shall keep an account of the cost to the District to remove the Litter from each location. If the bill is not paid within 60 days, the payment shall be considered delinquent and the District shall place such account in a report and assessment list to be sent to the District Board. The report shall identify each clean-up location, and shall state the fee proposed to be assessed. The report shall be filed with the District. The District shall mail a notice to each name of the assessment list. The notice shall contain the following:
  - (a) The cost of the Litter removal;
  - (b) The place and time of the District Board hearing to consider and confirm the assessment report and list;
  - (c) That failure to make any objection to the report and list shall be deemed a waiver; and,
  - (d) That, upon confirmation by the District, the amount of the assessment shall be payable.
- (2) The assessment(s) shall be confirmed by resolution of the District Board, and the delinquent amount(s) shall be placed on the taxroll.

#### ***Section 27.290 Building Construction and Demolition Litter***

It shall be the duty of the owner, agent or contractor in charge of any Construction or Demolition site to have on the site adequate Containers for the Disposal of Litter, and to make appropriate arrangements for the Collection or transport to an authorized facility for final disposition.

#### ***Section 27.300 Transportation of Loose Cargo***

It is unlawful for any Person to transport any loose cargo by truck or other motor vehicle within the District unless the cargo is covered and secured in such manner as to prevent depositing of Litter on Public or Private Property.

#### ***Section 27.310 Generally***

Every dangerous or unsanitary condition found to exist on any Premises in the District may be abated by the County or the District in the manner provided for in federal, state or local law.

## **ARTICLE VI.**

### **GENERAL PROVISIONS**

#### ***Section 27.320 General Rules and Regulations***

The District shall have the authority to amend this Ordinance, make other reasonable rules and regulations concerning individual Collection, Processing and Disposal of Solid Waste, Green Waste and Recyclable Material, as shall be found necessary.

#### ***Section 27.330 Americans with Disabilities Act (ADA) Compliance***

Franchisees or Permittees shall make reasonable accommodations for any individual with a disability in compliance with the ADA at no additional cost to the Subscriber.

#### ***Section 27.340 Severability***

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions. The District Board hereby declares that it would have passed this Ordinance and each section, subsection, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional, and would have passed and adopted the same even though any parts, sections, subsections, sentences, clauses, or phrases that may be held invalid had been omitted therefrom.

#### ***Section 27.350 Franchise Fees and Other Fees***

The District shall establish in the Franchise agreement or permit agreement maximum fees for the privilege granted to the Franchisees or Permittees by the District as may be determined by the District. The District may change said maximum fees from time to time as the District deems appropriate.

The District Board shall set these maximum fees after a public hearing. After the public hearing, a Franchisee or Permittee may request a rehearing on the maximum fee issue. The Board, within 15 days of the request, shall grant or deny a rehearing, to be held no later than 60 days after the request is made. If the Board grants a rehearing, the Franchisee or Permittee shall provide to the District all documentation and related information, at least 30 days prior to the rehearing date, which the Board determines is reasonably necessary to fully consider the fee review request. Within 15 days of either the hearing or the rehearing, the Board shall issue a written decision on the maximum fees to be charged the Franchisee or Permittee. These timelines may only be modified by agreement of Franchisee and/or Permittee and the District.

The District, may, in addition, establish such other fees with respect to costs and expenses incurred in administering and/or implementing Solid Waste Collection, Green Waste, Recycling and other Solid Waste related programs. The District may determine to fix any additional fees to reimburse the District for potential costs associated with these various Solid Waste activities including fees or costs imposed on the District by other governmental entities related to Solid Waste activities. Such fees may be included within the Franchise or permit fee or may be set forth as additional segregated fees. Such fees shall be pass-through costs in that the Franchisee or Permittee may include those fees in the maximum charge to Subscribers.

### ***Section 27.360 Termination of Franchise or Permit Agreement***

Any Franchise agreement or permit entered into by the District shall provide that if the Franchisee or Permittee fails, refuses or neglects to comply with the terms of said Franchise agreement or permit, or of any laws, ordinances or regulations for a period of thirty (30) days after being notified in writing of the non compliance, then after hearing upon ten (10) days written notice to said Franchisee or Permittee, the District may order termination of the Franchise agreement or permit. Any monies paid to the District to said date of termination, may, at the election of the District Board, be retained by the District. In addition, the Board may elect to seek such other damages or remedies, including consequential damages and injunctive relief, as the Board deems appropriate. Nothing herein is intended to limit the District Board from providing for more restrictive provisions and procedures within the Franchise agreement, permit or contract, including provisions concerning the District's right to perform services.

### ***Section 27.370 General Authority of District***

#### **A. A.B. 939 Programs**

A. The District may take such other action either alone or in cooperation with other public and private entities as the District deems appropriate in order to further the goals, policies and requirements of A.B. 939. Such action may include, but not be limited to, adoption of additional Recycling programs, establishment of programs concerning Disposal of household Hazardous Waste, establishment of policies and programs concerning Source Reduction, composting and other Solid Waste Disposal alternatives. As part of any such program, the District may by resolution or ordinance establish programs authorizing and providing for collection of Green Waste at facilities authorized by the District or by a curbside Collection program. Nothing herein is intended to require the District to take any such action or actions.

#### **B. Household Hazardous Waste (HHW) Facilities**

The District may undertake HHW and Electronic Waste Collection and Recycling activities. The District may own, operate, and/or authorize through contract, Franchise or permit the establishment and operation of temporary or permanent facilities for the purpose of Collecting HHW and Electronic Waste.

#### **C. Rules and Regulations**

The District may establish such rules and regulations as the District deems appropriate for any Solid Waste, Green Waste, Food Waste, Construction and Demolition Debris, Recycling and other Solid Waste Diversion programs established by the District. Said regulations may include but not be limited to such matters as frequency of Collection, days and hours of operation, size of vehicles used, and size and placement of Containers and bins.

### ***Section 27.380 Legal Action***

The District Board may authorize and direct the District Counsel to take any legal action as District Counsel deems reasonable to enforce the provisions of this ordinance, including, but not limited to, initiation of nuisance abatement proceedings.

### ***Section 27.390 Repeal of Ordinance Number 27 and Amendments Thereto***

Ordinance Number 27 and amendments thereto are hereby repealed. Solid Waste Collection rates established pursuant to those ordinances are incorporated herein and shall remain in effect until changed by subsequent District Board action. Franchise agreements, including Solid Waste Collection Franchise agreements, entered into pursuant to the above ordinances shall remain in effect.

### ***Section 27.400 Miscellaneous Provisions***

#### **A. Penalty**

Section 6523 of the Health and Safety Code of the State of California provides that the violation of an ordinance or regulation of a sanitary district is a misdemeanor punishable by fine not to exceed \$1000, imprisonment not to exceed 30 days, or both, and each day upon which a violation of this ordinance continues shall be deemed a separate offense hereunder and shall be punishable as such.

#### **B. Nondiscrimination**

District authorized Franchisees and Permittees shall not discriminate in the provision of service or the employment of persons engaged in performance of providing such Collection related services on account of race, color, religion, sex, age, physical disability, mental disability, medical condition or marital status.

#### **C. Notice**

Any notice provided for in a Franchise agreement or permit with the District for Solid Waste, Green Waste or Recycling Collection, Transport, Processing and Disposal shall be given personally or by mail to the business address of the addressee. If given by mail, time shall be computed from three days following the date of deposit in the United States Post Office or mail box located within the District.

Similarly, any notice given to a Subscriber, resident, Occupant and/or record owner pursuant to this ordinance may be given personally or by mail. If given by mail, time shall be computed from three days following the date of deposit in the United States Post Office or mail box located within the District.

#### **D. Publication**

Upon adoption, this ordinance shall be entered in the minutes of the District Board, shall be published in the Independent journal, a newspaper of general circulation published in the District, shall be posted in three (3) public places in the District and shall take effect as to the rates provided herein on the effective date of this ordinance.

### ***Section 27.410 Assignment Or Transfer Of Permit***

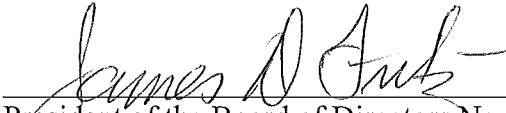
The Franchisee or Permittee shall not assign its rights or delegate or otherwise transfer its obligations pursuant to this Chapter in whole or in part to any other Person without the prior written consent of the District. Any such assignment made without the consent of the District shall be void and the attempted assignment shall result in the revocation of the Franchisee's or Permittee's permit.

Under no circumstances shall any proposed assignment be considered by District if Franchisee or Permittee is in default at any time during the period of consideration.

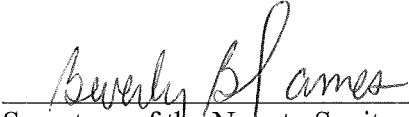
Passed and Adopted this 7<sup>th</sup> day of March, 2007, by the District Board of Novato Sanitary District by the following vote:

AYES: Members:	Di Giorgio, Fritz, Knutson, Long, and Quesada
NOES: Members:	None
ABSENT: Members:	None

SIGNED:

  
\_\_\_\_\_  
President of the Board of Directors Novato Sanitary District,  
County of Marin, State of California

COUNTER SIGNED:

  
\_\_\_\_\_  
Secretary of the Novato Sanitary District,  
County of Marin, State of California

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kenton L. Alm, District Counsel

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